THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA

BOARD MEETING

Bryant Conference Center
Tuscaloosa, Alabama
September 21, 2018 – 11:30 a.m.

AGENDA

A. Roll Call

B. Consideration of Minutes of June 8, 2018 Meeting and July 16, 2018 Special Called Meeting

C. Reports

1. Chancellor (Interim) Finis E. St. John IV

2. Executive Committee Report

D. Finance Committee Report

1. Consideration of Resolution Approving the Proposed FY 2018-2019 Annual Budget Requests

2. Consideration of Resolution Approving the Issuance of the Series 2018-B1 and B-2 General Revenue Bonds for UAH

3. Administrative Items

   a. Consideration of Resolution Updating Signature Authority at UAH

   b. Consideration of Resolution approving a Campus Transportation Services Agreement between Groome Transportation, Inc. and UAB

E. Investment Committee Report
F. Honorary Degrees and Recognition Committee Report

1. Consideration of Resolution Accepting Gift of Hugh F. Culverhouse, Jr. at UA

2. Consideration of Resolution Approving the Naming of the Martha Bullen Bostick Food Lab at UA

3. Consideration of Resolution Approving the Naming of the Bubba & Darlene Lewis Booth in the Athletic Dining Hall at UA

4. Consideration of Resolution Approving College Naming Opportunities at UA

5. Consideration of Resolution Approving the Naming of the Ellyn G. Elson Pantry in the Doster Hall Food Science Lab at UA

6. Consideration of Resolution Approving the Naming of The Hairston Classroom in the Law School at UA

7. Consideration of Resolution Approving the Naming of the Hill Crest Foundation, Inc. Team Room in the Stran-Hardin Adapted Athletics Arena at UA

8. Consideration of Resolution Approving the Naming of the Koslin Family Booth in the Athletic Dining Hall at UA

9. Consideration of Resolution to Approve the Revision of Naming Opportunities in the Performing Arts Academic Center and Bryce Main Building at UA

10. Consideration of Resolution Approving the Naming of the Claire M. Powell and J. Holland Powell Sr. Gallery in the Bryce Main Building at UA

11. Consideration of Resolution Approving the Acceptance of the Spiller Shopping Center Property from The 1831 Foundation at UA
12. Consideration of Resolution Approving the Naming of the Rena W. and Raymond L. Ward Conference Room in Alumni Hall at UAB

13. Consideration of Resolution Accepting Gifts and Pledges from Various Donors, Expressing Appreciation, and Establishing Naming Opportunities on Behalf of the Charles A. and Patsy W. Collat School of Business and The Bill L. Harbert Institute for Innovation and Entrepreneurship at UAB

14. Consideration of Resolution Accepting Gifts and Pledges from Various Donors, Expressing Appreciation, and Establishing Naming Opportunities on behalf of the School of Nursing at UAB

15. Consideration of Resolution Awarding General Gustave F. Perna the Degree of Honorary Doctor of Humane Letters from UAH

G. UAB Health System Board Liaison Committee Report

1. Consideration of Resolution Appointing Individuals to Serve on the Board of Directors for The Healthcare Authority for Baptist Health, an Affiliate of UAB Health System

2. Consideration of Resolution Approving Appointing Individuals to Serve as Directors on the UAB Callahan Eye Hospital Authority Board of Directors

3. Consideration of Resolution Appointing individuals to Serve on the Board of Directors for Medical West Hospital Authority, an affiliate of the UAB Health System

H. Audit, Risk, and Compliance Committee Report

I. Academic Affairs and Student Affairs Committee Report

1. Individual Action Items
   a. Consideration of Resolution Granting Approval of Degrees Awarded by the Campuses of the UAS
b. Consideration of Resolution Granting Final Approval of a Bachelor of Science (B.S.) Degree in Educational Neuroscience (CIP Code 13.0607) at UA

c. Consideration of Resolution Granting Final Approval of a Master of Science in Business Analytics (M.S.B.A.) Degree (CIP Code 52.1302) at UA

d. Consideration of Resolution Granting Final Approval of a Bachelor of Science in Computer Engineering (B.S.Comp.E.) Degree in Computer Engineering (CIP Code 14.0901) at UA

e. Consideration of Resolution Granting Final Approval of a Doctor of Social Work (D.S.W.) Degree in Social Work (CIP Code 44.0701) at UA

f. Consideration of Resolution Granting Final Approval of a Bachelor of Science in Musical Audio Engineering (B.S.M.A.E.) Degree (CIP Code 14.1099) at UA

g. Consideration of Resolution Granting Final Approval of a Master of Arts (M.A.) Degree in Biological Sciences (CIP Code 26.0101) at UA

h. Consideration of Resolution Granting Final Approval of a Master of Arts in Teaching (M.A.T.) P-12 (CIP Code 13.1206) at UAH

i. Consideration of Resolution Granting Initial Approval of and Permission to Submit to the Alabama Commission on Higher Education (ACHE) a Proposal for a Master of Arts in Education (M.A.Ed.) Degree in Educational Studies (CIP Code 13.0101) in the School of Education at UAB

j. Consideration of Resolution Granting Approval of and Permission to Submit to the Alabama Commission on Higher Education (ACHE) a Notification of Intent to Submit a Proposal (NISP) for a Master of Science (M.S.) Degree in Health Services Research at UAB
k. Consideration of Resolution Granting Approval of and Permission to Submit to the Alabama Commission on Higher Education (ACHE) a Notification of Intent to Submit a Proposal (NISP) for a Bachelor of Science in Engineering (B.S.E.) Degree in Engineering Design (CIP Code 14.0101) at UAB

2. Administrative Action Items

a. Consideration of Resolution Granting Approval of the Establishment of the Depression and Suicide Center at UAB

b. Consideration of Resolution Granting Approval of the Establishment of the Division of Pediatric Neurosurgery in the Department of Neurosurgery in The University of Alabama School of Medicine at UAB

c. Consideration of Resolution Granting Approval of the Discontinuation of the Biostatistics Concentration in the Master of Public Health (MPH) Degree (CIP Code 51.2201) in the School of Public Health at UAB

d. Consideration of Resolution Granting Approval of and Permission to Submit to the Alabama Commission on Higher Education (ACHE) an Extension of an Existing Program Application for an Entrepreneurship Concentration within the Master of Business Administration (MBA) Degree (CIP Code 52.0201) at UAB

e. Consideration of Resolution Granting Approval of and Permission to Submit to the Alabama Commission on Higher Education (ACHE) an Extension of an Existing Program Application for Three Concentrations (American Politics and Political Theory; Global Politics and Policy; and Human Rights and Social Justice) within the Bachelor of Arts (B.A.) Degree in Political Science (CIP Code 45.1001) at UAB
f. Consideration of Resolution Granting Approval of and Permission to Submit to the Alabama Commission on Higher Education (ACHE) the Discontinuation of Four Concentrations (Bioinformatics, Computer Graphics, Parallel and Distributed Computing and Software Engineering) within the Master of Science (M.S.) Degree in Computer Science (CIP Code 11.0701) in the College of Arts and Sciences at UAB

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g. Consideration of Resolution Granting Approval of and Permission to Submit to the Alabama Commission on Higher Education (ACHE) Changing the Degree Name of the Master of Science in Basic Medical Science (M.S.B.M.S.) to Master of Science (M.S.) Degree in Multidisciplinary Biomedical Science (CIP Code 26.0102) in the Graduate School and Joint Health Sciences Departments at UAB

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h. Consideration of Resolution Granting Approval of Changing the Name of the Center for Information Assurance and Joint Forensic Research (CIA/JFR) to the UAB Center for Cyber Security (CCS) at UAB

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i. Consideration of Resolution Granting Approval of the Establishment of the Hugh Kaul Precision Medicine Institute Endowed Professorship at UAB

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j. Consideration of Resolution Granting Approval of the Conversion and Renaming of William J. Koopman, M.D., Endowed Professorship in Immunology and Rheumatology to The Meyer Foundation William J. Koopman, M.D., Endowed Chair in Immunology and Rheumatology at UAB

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k. Consideration of Resolution Granting Approval of the Conversion and Renaming of the Endowed Support Fund in Nephrology Quasi Endowment to the Endowed Professorship in Nephrology Quasi Endowment at UAB

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l. Consideration of Resolution Granting Approval of the Conversion and Renaming of the John W. Poynor Endowed Support Fund for Otolaryngology to the John W. Poynor Endowed Professorship for Otolaryngology at UAB

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m. Consideration of Resolution Granting Approval of the Appointment of Anna Yemelyanova, M.D., to the Hazel Gore, M.D., Endowed Professorship in Gynecologic Pathology at UAB

n. Consideration of Resolution Granting Approval of James Alexander, M.F.A., M.Arch.m., Professor Emeritus of Art in the Department of Art and Art History in the College of Arts and Sciences at UAB

o. Consideration of Resolution Granting Approval of the Appointment of Ralph Patterson Bucy, M.D., Ph.D., as Professor Emeritus of Pathology in the Department of Pathology at UAB

p. Consideration of Resolution Granting Approval of the Appointment of Dennis F. Kucik, M.D., Ph.D., as Associate Professor Emeritus of Pathology in the Department of Pathology at UAB

q. Consideration of Resolution Granting Approval of the Appointment of Michael S. Reddy, DMD, DMSc as Dean Emeritus of Dentistry at UAB

r. Consideration of Resolution Granting Approval of the Appointment of Trenton R. Schoeb, DVM, Ph.D., as Professor Emeritus in the Department of Genetics at UAB

s. Consideration of Resolution Granting Approval of the Appointment of Franklin N. Tessler, M.D., CM as Professor Emeritus of Radiology in the Department of Radiology at UAB

t. Consideration of Resolution Granting Approval of the Appointment of Craig M. Wilson, M.D., as Professor Emeritus of Epidemiology in the Department of Epidemiology at UAB

u. Consideration of Resolution Granting Approval of the Appointment of Matthew Brendon Might, Ph.D., as the Inaugural Holder of the Hugh Kaul Precision Medicine Institute Endowed Professorship at UAB
v. Consideration of Resolution Granting Approval of the Appointment of Michal Mrug, M.D., as Inaugural Holder of the Detraz Endowed Professorship in Polycystic Kidney Disease at UAB

w. Consideration of Resolution Granting Approval of the Appointment of James M. Shikany, DrPH, PA-C, FAHA as the First Holder of the Albert Oberman, M.D., Endowed Professorship in Cardiovascular Disease at UAB

x. Consideration of Resolution Granting Approval of an Extension of an Existing Program Application for Two Concentrations (Exercise Science and Physical Education) within the Existing Bachelor of Science in Education (B.S.Ed.) Degree in Kinesiology (CIP Code 31.0505) in the Department of Kinesiology in the College of Education at UA

y. Consideration of Resolution Granting Approval of the Appointment of Rick A. Houser, Ph.D., as Professor Emeritus of Educational Studies in Psychology, Research Methodology, and Counseling in the College of Education at UA

z. Consideration of Resolution Granting Approval of the Appointment of Daniel M. Avery, Jr. M.D., as Professor Emeritus of Community Medicine and Population Health in the College of Community Health Sciences at UA

aa. Consideration of Resolution Granting Approval of the Appointment of Dr. Waleed Hazbun as the Richard Leon Chambers Endowed Professor in Middle East Studies at UA

bb. Consideration of Resolution Granting Approval of the Appointment of J. Norman Baldwin, Ph.D., as Professor Emeritus of Political Science in the Department of Political Science in the College of Arts and Sciences at UA
cc. Consideration of Resolution Granting Approval of the Appointment of Milla Dailey Boschung as Dean Emerita of the College of Human Environmental Sciences at UA

dd. Consideration of Resolution Granting Approval of the Appointment of Daniel M. Rochowiak, Ph.D., as Associate Professor Emeritus of Computer Science in the Department of Computer Science in the College of Science at UAH

ee. Consideration of Resolution Granting Approval of the Appointment of Debra M. Moriarity, Ph.D., as Professor Emerita of Biological Sciences in the Department of Biological Sciences in the College of Sciences at UAH

ff. Consideration of Resolution Granting Approval of the Appointment of Sandra Carpenter, Ph.D., as Professor Emerita of Psychology in the Department of Psychology in the College of Arts, Humanities, and Social Sciences at UAH

3. Information Item

   a. Update Report on Academic Programs Post-Implementation Reviews

J. Physical Properties Committee Report

1. UA

   a. Construction Items

   1. Consideration of Resolution approving the revised project budget; providing authorization to execute a construction contract for the Alpha Gamma Delta Addition at UA (Stage IV)

   2. Consideration of Resolution approving the reallocated project budget; providing authorization to execute a construction contract for the Aquatic Center Renovation at UA (Stage IV)

   3. Consideration of Resolution approving the revised project scope and proposed architectural design for the New Classroom and
4. Consideration of Resolution approving the revised project scope and budget and proposed architectural design for the University Archive Facility at UA (Stage III)  

5. Consideration of Resolution providing authorization to negotiate an Owner/Architect Agreement for the Theta Tau Renovation and Addition at UA (Stage II)  

6. Consideration of Resolution approving the preliminary project scope and budget and providing authorization to execute an Owner/Architect Agreement for the Bryant-Denny Stadium Renovation and Addition at UA (Stage I & Stage II)  

7. Consideration of Resolution approving the preliminary project scope and budget and providing authorization to execute an Owner/Consultant Agreement for the Central Bryce Campus Utilities and Infrastructure at UA (Stage I & Stage II)  

8. Consideration of Resolution approving the preliminary project scope and budget and providing authorization to execute an Owner/Architect Agreement for the Sigma Alpha Epsilon Renovation at UA (Stage I & Stage II)  

9. Consideration of Resolution approving the preliminary project scope and budget for the Ferguson Student Center Theatre Renovation at UA (Stage I)  

10. Consideration of Resolution approving the preliminary project scope and budget for the Renovation of Gorgas Library Core Support Areas at UA (Stage I)  

11. Consideration of Resolution approving the preliminary project scope and budget for the Nott Hall Research Support Facility Fitout at UA (Stage I)  

12. Consideration of Resolution approving the preliminary project scope and budget for the Paty Residence Hall Renovation at UA (Stage I)  

   a. Information Item
1. The Peter Bryce Preserve

2. UAB
   a. Construction Items
      1. Consideration of Resolution approving the revised project scope and budget and proposed architectural design for the New Technology Innovation Center at UAB (Stage III)  
         Page 219
      2. Consideration of Resolution providing authorization to negotiate an Owner/Architect Agreement for the Renovation of Snoozy’s College Bookstore Property for the UAB Honors College at UAB (Stage II)  
         Page 223
      3. Consideration of Resolution approving the preliminary project scope and budget for the Renovation of the Business and Engineering Complex at UAB (Stage I)  
         Page 227
   b. Equipment Item
      1. Consideration of Resolution approving the Procurement and Installation of a new Steam Plant Deaerator at the UAB Steam Generating Facility  
         Page 231
   c. Real Estate Item
      1. Consideration of Resolution providing authorization to execute an Agreement for Purchase and Sale with Daniel Realty Company LLC for Block 153 Properties  
         Page 235

3. UABHS
   1. Construction Items
      1. Consideration of Resolution providing authorization to execute an Owner/Architect Agreement and approving the proposed architectural design for the Construction of a Medical Office Building – Stadium Trace Village (Stage II & Stage III)  
         Page 237
      2. Consideration of Resolution approving the preliminary project scope and budget for the Ambulatory Clinic Expansion at UAB Highlands (Stage I)  
         Page 241
1. Consideration of Resolution approving the preliminary project scope and budget for the UAB Medicine Logistics Center (Stage I)

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Consideration of Resolution approving the preliminary project scope and budget for the UAB Medicine Operations Center (Stage I)

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2. Consideration of Resolution approving the preliminary project scope and budget for the Replacement of the Spain Rehabilitation Center at UAB (Stage I)

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m. Equipment Items

1. Consideration of Resolution providing authorization for the procurement and installation of Replacement Electroencephalography Monitoring Equipment for the Seizure Monitoring Unit (SMU) at University Hospital

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2. Consideration of Resolution providing authorization to execute an Equipment Lease Agreement with Flex Financial, a Division of Stryker Sales Corp, for Stryker Power Equipment

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3. Consideration of Resolution approving the Procurement and Installation of Replacement Adult and Infant Ventilators at UAB Hospital

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4. UAH

n. Construction Item

1. Consideration of Resolution approving the revised project budget; providing authorization to execute a construction contract for the Morton Hall Renovation and Addition at UAH (Stage IV)

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2. Consideration of Resolution approving the preliminary project scope and budget for the Realignment of Ben Graves and Loop Roads at UAH (Stage I)

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3. Information Item:

1. Executive Plaza Master Plan at UAH

K. Nominating Committee Report
L. Administrative Action Item

1. Consideration of Resolution Approving Endowed Funds at UA


3. Consideration of Resolution Approving Reinvestment of Earnings for the Annabel Dunham Hagood Endowed Scholarship into a Quasi-Endowed Fund at UA

4. Consideration of Resolution Approving the Revision of the David D. Heald Endowed Scholarship at UA

5. Consideration of Resolution Approving the Revision of the John W. and Elsie Brinson Johnson Endowed Scholarship at UA

6. Consideration of Resolution Accepting Gift of Marilynn A. Hewson and James R. Hewson at UA

7. Consideration of Resolution Approving the Revision of the Dr. Gordon and Dixie Kramer MacNeil Endowed Scholarship at UA

8. Consideration of Resolution Approving the Revision of the Colonel Floyd H. and Grace L. Mann Endowed Scholarship at UA

9. Approving the Establishment of the Carl E. Meriwether Endowed Scholarship at UA

10. Consideration of Resolution Approving the Establishment of the Susie Bernice Davidson Morrow Endowed Support Fund at UA

11. Consideration of Resolution Approving the Establishment of the Thornton Family Endowed Scholarship at UA

12. Consideration of Resolution Approving the Revision of the John Will and Cordelia Harrell Johnson Memorial Endowed Scholarship at UA
13. Consideration of Resolution Approving Renaming of the Anthony and Barbara Barnard Endowed Award Fund in Computer and Information Sciences to the Anthony and Barbara Barnard Endowed Award Fund in Computer Science at UAB

14. Consideration of Resolution Approving Renaming of the Dr. Orville W. Clayton Endowed Medical Scholarship to the Dr. Orville W. Clayton and Dr. Richard O. Russell, Jr., Endowed Medical Scholarship at UAB

15. Consideration of Resolution Approving Endowed Funds at UAB

16. Consideration of Resolution Approving Renaming of the Sandra Dunning Huechtker Endowed Memorial Award to the Dr. Edward Darrell and Sandra Dunning Huechtker Endowed Memorial Award at UAB

17. Consideration of Resolution Approving Quasi Endowed Funds at UAB

18. Consideration of Resolution Ratifying and Approving Certain Organizational Actions and Elected Members of the Board of Directors of the Research and Technology Corporation at UAH

19. Consideration of Resolution Approving Endowed Funds at UAH

20. Consideration of Resolution Accepting Gifts at UAH

21. Consideration of Resolution noting contributions of Student Representatives to the Board of Trustees for 2017-2018
   a. Mugdha Mokashi from UAB
   b. Reid Wilson from UAH

22. Consideration of Resolution noting contributions of Faculty Representatives to the Board of Trustees for 2017-2018
   a. J. Michael Wyss, Ph.D. from UAB
   b. Carmen Scholtz, Ph.D. from UAH

23. Acknowledgement of Retired Employees at UA, UAB, and UAH since last annual meeting

24. Acknowledgement of Deceased Employees at UA, UAB, and UAH since last annual meeting
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DOCTORAL GRADUATE "ELIMINATES BARRIERS" THROUGH CRIMSON CAREER CLOSET AT UA

To ease the financial burden on students, Adora Hicks, who received her doctoral degree in August, expanded a UA service to allow students to borrow up to four items of professional attire for up to a week at a time, free of charge. To ease the financial burden on students dressing for job interviews, Hicks, with the support of Melinda King, executive director of the Career Center, created the Crimson Career Closet.

TWO UA STUDENTS RECEIVE U.S. DEPARTMENT OF DEFENSE SCHOLARSHIP

The U.S. Department of Defense has awarded two UA mechanical engineering students a scholarship that covers their full tuition and secures them a job after graduation. Olivia Miller and George Stubblefield were both awarded the Science, Mathematics and Research for Transformation, or SMART, Scholarship for Service. The program, through the DOD, funds undergraduate and graduate students pursuing a science, technology, engineering, math, or STEM degree with an interest in working for the government after graduation.

UA PROFESSOR PERFORMS AT EDINBURGH FESTIVAL

Allison Hetzel, associate professor of voice and acting at UA, performed the one-woman show Step Mama Drama! at the Edinburgh Festival Fringe in Scotland in August. In the show, Hetzel shared many of her own ups, downs and discoveries through her experience as well as other perspectives that she has gathered through interviews.

UA PROFESSOR DIRECTS EPISODE OF "QUEEN SUGAR"

Dr. Rachel Raimist, UA professor of journalism and creative media, directed an episode of "Queen Sugar" in New Orleans in June. The invitation came from Ava DuVernay, who directed Selma, 13th and A Wrinkle in Time. Directing this episode placed Raimist in the Directors Guild of America, which represents 17,000 members worldwide.

NEW UNIVERSITY RESEARCH PROFESSOR NAMED AT UA

The UA Board of Trustees named Dr. Gregory B. Thompson, professor in the department of metallurgical and materials engineering, a University Research Professor in June. Thompson serves as director of UA's Central Analytical Facility and director of the materials science doctoral program. He joined the University as an assistant professor in 2003, received tenure and a promotion to associate professor in 2008, and became a full professor in 2012. During his time at UA, Thompson gained global recognition as a leader in the study of the mechanisms that underlie structural phase transitions in materials.
UA GOLF COACH NAMED 2018 NATIONAL COACH OF THE YEAR

Mic Potter, UA women’s golf head coach, was named the 2018 Golf Pride Grips Women’s Golf Coaches Association Coach of the Year. The honor is the second for Potter, who was previously recognized as the WGCA Coach of the Year following the Crimson Tide’s national championship season in 2012.

UA STUDENTS WIN REGIONAL ROBOTICS COMPETITION

The UA Robotics team became the first in school history to win the Institute of Electrical and Electronics Engineers SoutheastCon Hardware Competition. Seven electrical and computer engineering students represented UA at the 2018 regional conference held recently in Tampa, FL. The UA team competed against 50 teams from across the southeast region. Over the past eight years the team from UA has consistently been in the top 10 of this competition. This year’s results mark the first time UA has won the entire competition.

UA DOCTORAL STUDENT HEADLINES 50TH INTERNATIONAL HORN SYMPOSIUM

Joshua Williams, first-place winner of last year’s professional division of the International Horn Competition of America, was a featured artist at the 50th International Horn Society Summer Symposium in Muncie, IN. Williams, a 26-year-old Tuscaloosa native who’s entering the last year of his doctorate of musical arts program at UA, was one of 10 headline artists featured in the symposium. Williams performed several times at the symposium, including performing a solo recital, an ensemble recital and as a featured soloist in a world premiere of a piece by the U.S. Army Field Band.

TWO UA STUDENTS SELECTED FOR CRITICAL LANGUAGE SCHOLARSHIPS

Two UA students earned Critical Language Scholarships for the summer 2018 term. Lawrence Monocello, a doctoral student in anthropology from Erie, PA, studied Korean in Gwangju, South Korea. Maria Huryn, an undergraduate from Tuscaloosa, studied Russian in Bishkek, Kyrgyzstan. The Critical Language Scholarship program is part of a U.S. government effort to expand the number of Americans studying and mastering critical foreign languages. CLS scholars gain critical language and cultural skills that enable them to contribute to U.S. economic competitiveness and national security. The program provides scholarships to U.S. undergraduate and graduate students to spend eight to 10 weeks overseas studying one of 14 critical languages.

NEW VICE PROVOST AT UAB

Eva W. Lewis, an expert in higher education and health care leadership, planning and management has been named vice provost for Institutional Effectiveness and Academic Planning following a national search. She began work at UAB on August 1.

Lewis comes to UAB from the University of Tennessee at Chattanooga where she was the assistant provost for Strategy and executive director for the Office of Planning, Evaluation and Institutional Research and the liaison for the Southern Association of Colleges
and Schools Commission on Colleges. In her role at UAB, she will provide the Institutional Effectiveness and Academic Planning team direction and context critical for developing the necessary support to implement UAB’s strategic plan, “Forging the Future.”

**New Dean Named for UAB School of Education**

Autumn Tooms Cyprès, Ed.D., has been named dean of the University of Alabama at Birmingham School of Education after a national search. Cyprès joins UAB from St. John’s University in New York City, where she served as the associate dean for Research and Graduate Studies for the School of Education.

Her research interests include the politics of education, change in the professoriate, higher education leadership, and building bridges between those who prepare school leaders and those leading school systems.

**Record Number of UAB Students, Alumni Selected for Prestigious Fulbright Student Program**

Six UAB students have been named to an elite group that includes heads of state, CEOs and Nobel Prize winners. Fulbright United States Student Program grants have been awarded to Charlotte Boles, Lillian Chien, Sarah Faulkner, Harrison Mansour, Remy Meir and Rachael Thompson Panik by the U.S. Department of State and the J. William Fulbright Foreign Scholarship Board.

The students are among 1,900 selected in the United States who will teach English, conduct research or provide expertise abroad for the 2018-2019 academic year. The Fulbright Program is the flagship international educational exchange program sponsored by the U.S. government, and is designed to build relations between the people of the United States and the people of other countries who are needed to solve global challenges.

**UAB Professor Honored with Lifetime Achievement Award**

Robert Gaston, M.D., professor emeritus in the Division of Nephrology, received the distinguished lifetime achievement award from the American Society of Transplantation at a special awards ceremony. This is the AST’s most prestigious award and honors a senior investigator who has made significant contributions to the field of transplantation.

Among his many responsibilities during a 30-year career at UAB, Gaston was medical director of the kidney and pancreas transplant programs from 2003-15, and interim division director of Nephrology in 2013. He is also the co-founder of UAB’s Comprehensive Transplant Institute in 2011, and he became the inaugural holder of the Robert G. Luke Endowed Chair in Transplant Nephrology in 2013.

His expertise contributed significantly to increasing access to transplantation for minority patients and development of several treatments now essential to successful transplantation worldwide.

**UAH PTAC Advisor Attains Tenure Milestone**

Mary Jane Fleming, the UAH Procurement Technical Assistance Center (PTAC) Senior Advisor, completed her tenth year as a leading
advisor for small business government contractors in the State of Alabama. Her expertise and knowledge of the Federal Acquisition Regulations and the various socio-economic disadvantaged categories of minority and veteran-owned government contractors is recognized throughout the national network of over 300 PTAC offices.

**UAH Professors Awarded NSF Grant**
Dr. Jatinder (Jeet) Gupta, Eminent Scholar and Professor of Information Systems, along with Dr. Tommy Morris, Dr. Sara Graves, and Dr. Sam Yoo have been awarded a significant grant from the National Science Foundation (NSF) worth just under $5M, a renewal of the “Scholarship for Service” project that awards scholarship to UAH Cybersecurity students.

**UAH Ph.D. Student Receives Prestigious Optics and Photonics Education Scholarship from SPIE**
Hemang Jani, a Ph.D. candidate in optical science and engineering at UAH, was one of only 85 students around the world to receive a 2018 Optics and Photonics Education Scholarship from the International Society for Optics and Photonics (SPIE). The scholarships recognize the Society’s student members for their potential contributions to optics, photonics, or a related field, with the award-winning applicants evaluated, selected, and approved by the SPIE Scholarship Committee.

**UAH Atmospheric Science Ph.D. Candidate Wins Award**
Graduate student Lena Heuscher, advised by Dr. Walt Petersen and Dr. Lawrence Carey, won the American Geophysical Union (AGU) Dr. Edmond M. Dewan Young Scientist Scholarship for Atmospheric Sciences and Space Physics.

**UAH Atmospheric Science Ph.D. Candidate Wins Fellowship**
Graduate student Christopher Phillip, advised by Dr. Udaysankar Nair, was awarded the 2018 Graduate Research Scholars Program (GRSP) fellowship.

**UAH Earth System Science Undergraduate Student is Selected by NASA**
Student Tyler Welty was selected for the NASA Student Airborne Research Program (SARP). Tyler participated in an 8-week research program in southern California with NASA, National Suborbital Research Center (NSRC), and the Bay Area Environmental Research Institute (BAERI).

**UAH Earth System Science Undergraduate Student Selected for Fellowship**
Student Ankur Shah, was selected for the 2018 Summer Fellowship at the Woods Hole Oceanographic Institution.

**UAH Earth System Science Students Awarded Prestigious Scholarships**
Undergraduate students Dean Meyer and Nicholas Johnson were selected as 2018 NOAA Hollings
Scholars and participated in NOAA internships.

**UAH College of Science**  
**Graduate Student Participates in Valparaiso Program**  
Physics & Astronomy Department graduate student Liqian “Rich” Zhang participated in the “Valparaiso Experience in Research by Undergraduate Mathematicians” (VERUM) at Valparaiso University.

**UAH Research Engineer Acquires US Patent**  

**UAH Department of Space Science Assistant Professor is PI**  
A new research area has been pioneered by the Office of the Vice President for Research and Economic Development (OVPRED) Cross-College Faculty Research (CCFR) Program grant “Solar Coronal Loop Identification and Magnetic Field Model Validation via Automated Deep Learning”.

The principal investigator is Dr. Qiang Hu of the Department of Space Science and Center of Space Plasma and Aeronomic Research (CSPAR). The goal is to provide another key parameter in predicitng space weather using NASA’s Solar Dynamics Observatory coronal filtergram images.
ADVANCES IN RESEARCH

UAB RESEARCH SHOWS NEONATAL PIG HEARTS CAN HEAL FROM HEART ATTACK

Researchers at UAB and a team from Singapore have discovered that the hearts of newborn piglets can almost completely heal themselves after experimental heart attacks. This is the first time the ability regrow heart muscle has been shown in large mammals, according to the study which was published in the journal *Circulation*.

The UAB research, led by Jianyi “Jay” Zhang, M.D., Ph.D., and Wuqiang Zhu, M.D., Ph.D., found that 1-day-old piglets were able to functionally and structurally recover from experimental heart attacks, as measured by heart pumping ability, thickness of the heart muscle in the left ventricle and a near absence of fibrotic scar tissue. In contrast, 3-day-old piglets had significant functional and structural impairments and 2-day-old piglets showed only partial recovery. The research suggests that surgery to correct congenital heart defects in newborn humans may benefit if done immediately after birth, as has also been noted in several observational reports.

HUMAN CLINICAL TRIAL AT UAB REVEALS VERAPAMIL AS AN EFFECTIVE TYPE I DIABETES THERAPY

Researchers at the UAB Comprehensive Diabetes Center have discovered a safe and effective novel therapy to reduce insulin requirements and hypoglycemic episodes in adult subjects with recent onset Type 1 diabetes by promoting the patient’s own beta cell function and insulin production — the first such discovery to target diabetes in this manner.

The findings, published by *Nature Medicine*, reveal that regular oral administration of verapamil, a common blood pressure medication first approved for medical use in 1981, enabled patients to produce higher levels of their own insulin, limiting their need for injected insulin to balance out their blood sugar levels. The study was led by Anath Shalev, M.D., director of UAB’s Comprehensive Diabetes Center.

UAB STUDY SHOWS STORYTELLING MAY HELP REDUCE DELIRIUM IN HOSPITALIZED ELDERLY PATIENTS

Many hospitalized patients, especially older adults, are at risk of developing delirium, a risk that is increased by the presence of cognitive, functional, visual or hearing impairment or depression. A UAB study found that performing arts programs that include storytelling and poetry may be beneficial in lowering that risk.

The study, published in *Innovation in Aging*, is the first to evaluate this association between a bedside storytelling intervention delivered by artists-in-residence and changes in measures of cognitive dysfunction in hospitalized older adults. It was led by Katrina Booth, M.D., a physician and medical director in the UAB Acute Care for Elders unit.

ANTARCTICA MARINE BIOLOGISTS FROM UAB EXPAND KNOWLEDGE OF ALGAE AND CRUSTACEANS ON 2018 JOURNEY

Marine biologists from UAB spent 16 weeks in Antarctica researching the ecology of the rich Antarctic seafloor...
communities to learn how important ecological interactions in those communities are structured through the production of chemical defenses against predation. The team of six researchers, which has been engaged in research expeditions to Palmer Station in Antarctica for 19 years, focused their research on the continuing studies of the National Science Foundation-funded research program on the chemical ecology of Antarctic marine algae and invertebrates.

Members of the 2018 expedition team included James McClintock, Ph.D., UAB Endowed Professor of Polar and Marine Biology; Chuck Amsler, Ph.D., professor in the UAB College of Arts and Sciences Department of Biology; Maggie Amsler, a research associate in the UAB Department of Biology; Michelle Curtis, a graduate research assistant from UAB; Sabrina Heiser; and Cecilia Brothers, Ph.D., collaborating researcher and UAB alumna.

UAH COMMUNICATION ARTS FACULTY MEMBER PUBLISHES ARTICLE
Eletra Gilchrist-Petty, Associate Professor of Communication arts, published “Taking interest in students’ disinterest: Best practices for mitigating amotivation in the basic course” in the Journal of Communication Pedagogy.

UAH INFORMATION SYSTEMS PROFESSOR HAS ARTICLES ACCEPTED FOR PUBLICATION
Dr. Xiaotong Li, Professor of Information Systems, has had two articles accepted for publication in Electronic Commerce Research and Applications: “What affects the user stickiness of mainstream media websites in China?” and “Opportunities or Threats? The Rise of Online Collaborative Consumption and its Impact on New Car Sales.”

UAH PROFESSOR AND EMINENT SCHOLAR HAS ARTICLE ACCEPTED FOR PUBLICATION
Dr. Jatinder (Jeet) Gupta, Eminent Scholar and Professor of Information Systems, had a paper entitled, “Incorporating Preventive Maintenance to the M-Machine No-Wait Flow Shop Scheduling Problem with Total Flow Time Minimization: A Computational Study” accepted for publication in Engineering Optimization.

UAH ASSOCIATE PROFESSOR HAS ARTICLE ACCEPTED FOR PUBLICATION
Dr. Liwu Hsu, Associate Professor of Marketing, recently co-authored an article, “How Consumers’ Styles of Thinking Can Control Brand Dilution” accepted for publication in GfK Marketing Intelligence Review.

GRANT AWARDED TO UAH KINESIOLOGY ASSISTANT PROFESSOR
The American Orthotic & Prosthetic Association’s Small Grant Pilot Program from the Center for Orthotic and Prosthetic Learning and Outcomes/Evidence-Based Practice was awarded to Dr. Shannon L. Mathis, PI, and Cara Negri, Co-I, to support an investigation titled “Gait Analysis Using Video: Defining K-Level in Lower-Limb Prosthesis Users.” The grant is worth $5,145.
UAH SPACE HARDWARE CLUB TESTS TELESCOPE RADIATION SHIELD IN NEW MEXICO

The Space Hardware Club at UAH went to New Mexico in preparation to test-fly a device it developed to protect NASA’s balloon-born X-ray telescopes from stray X-rays that can spoil their view. A launch window was set for August 13 and beyond at the Columbia Scientific Ballooning Facility (CSBF) in Ft. Sumner, NM. This project is fully funded at $50,000 from NASA’s USIP (Undergraduate Student Instrument Project).

UAH ATMOSPHERIC SCIENCE FACULTY WIN NATIONAL SCIENCE FOUNDATION GRANT

Associate Professor Dr. Robert Griffin and Lecturer Mr. Ryan Wade were awarded a National Science Foundation (NSF) Research Experiences for Undergraduate (REU) site. The site, named “Remote Sensing of Land-Atmosphere Systems,” allows top undergraduates from around the country to come to UAH and work with Atmospheric Science faculty and NASA/NOAA partners.

UAH COLLEGE OF SCIENCE DISTINGUISHED PROFESSOR IS AWARDED AIR FORCE GRANT

Department of Physics and Astronomy Professor Don A. Gregory (in collaboration with Polaris Sensors, a Huntsville small business) has been awarded an Air Force STTR Phase II grant to study how flying insects use sky polarization for navigation. UAH will receive approximately half the $1M award.

UAH RESEARCHER WINS GRANT

UAH CSPAR Researcher David Falconer won an FY18 grant from NASA/SRAG, a ramp-up to future funding to support the MAG4 tool.

UA RESEARCHERS EXAMINING PARKINSON’S RESILIENCE

Research underway at UA, supported by the National Institutes of Health, hopes to identify factors and methods through which individuals are either resilient or susceptible to the neurodegeneration in the brain as part of Parkinson’s disease. Dr. Guy Caldwell, University Distinguished Research Professor in biological sciences, along with doctoral student Brucker Nourse, a native of Nashville, TN, will work with tiny roundworms known as *C. elegans*, which share roughly half their genes with humans. Its basic features allow inexpensive and rapid testing for a range of neurological diseases, and UA researchers can induce Parkinson’s-like effects in the worm for testing.

UA PROFESSORS HELP IN DISCOVERY OF POTENTIAL COSMIC RAY SOURCE

Three UA physics and astronomy professors – Drs. Marcos Santander, Dawn Williams and William C. Keel – are part of an international team of scientists who found evidence of the source of tiny cosmic particles, known as neutrinos, a discovery that opens the door to using these particles to observe the universe. High-energy cosmic neutrinos are ghostly subatomic particles that can travel unhindered for billions of light years from the most extreme environments in the universe to Earth. Since they were first detected over 100 years ago, cosmic rays – highly energetic
particles that continuously rain down on Earth from space – have posed an enduring mystery: Where do they come from? Neutrinos may provide the answer to this long-standing question as they are expected to point back to the sources of cosmic rays.

**MICROSCOPIC BATTLE:**
**UA SCIENTIST RESEARCH**
**“PERPETUAL WAR” AMONG VIRUSES, BACTERIA IN SEARCH OF ANTIBIOTIC ALTERNATIVE**

Though 1,000 times smaller than a human hair’s width, Andhra, and other viruses like her, could prove vital as researchers seek new approaches in fighting antibiotic-resistant bacteria. Viruses like Andhra that are known to attack bacteria are called bacteriophages. Dr. Asma Hatoum-Aslan, a UA microbiologist, and those who work with her, along with collaborators at The Center for Phage Technology at Texas A&M University, seek to identify and better understand newly discovered phages as well as the high-tech defense mechanisms bacteria use to fight off invading viruses. They are also researching the countermeasures phages employ in penetrating those defenses.

**WITH PROJECT, UA PHYSICS PROFESSOR “PUSHING THE LIMIT OF OUR UNDERSTANDING”**

Dr. Wang-Kong Tse, UA assistant professor of physics, was recently awarded a grant from the 2018 Early Career Research Program sponsored by the U.S. Department of Energy, one of 84 scientists from across the nation to receive funding. Tse will lead theoretical work in examining van der Waals materials, stacked, two-dimensional materials, when placed in what is called a non-equilibrium state, a condition where the material’s resting state is being perturbed by an external field. The two-dimensional van der Waals materials hold promise in a range of applications because of their electronic and magnetic properties.

**NUTRIENT PACKED: UA RESEARCHERS ATTEMPT TO UNDERSTAND HOW MOBILE BAY DEALS WITH EXCESS NUTRIENTS**

Mobile Bay is the fourth largest estuary in the United States with 413 square miles, fed by the second largest delta in the country, the Mobile-Tensaw River Delta. Water flows out of the bay at 62,000 cubic feet of water per second. Hugged by rivers and the Gulf of Mexico, it is a critical resource for jobs, recreation and goods for Alabama and the nation. Drs. Behzad Mortazavi and Natasha Dimova are among several researchers from UA studying nutrients in and around the bay, attempting to increase understanding, a necessary step to raise awareness and improve solutions to excess nutrients such as nitrogen and phosphorus, which can cause algae overgrowth, a serious problem.

**UA RESEARCH SHOWS DISEASE AFFlicting FROGS BECOMING DEADLIER**

A disease-inducing fungus in amphibians worldwide could become deadlier as different genetic variations emerge, according to research led by UA. Biologists tested the harmfulness of a Brazilian hybrid form of Batrachoerythrion dendrobatidis, known simply as Bd or the amphibian chytrid fungus, as well as both parent forms, on
species of frogs from the Brazilian Atlantic Forest. They found infections and strength of the illness increased with the hybrid form. Dr. Gui Becker, UA assistant professor of biological sciences, was a co-author on the paper published in Scientific Reports, “Hybrids of amphibian chytrid show high virulence in native hosts,” which was led by Dr. Sasha Greenspan, a post-doctoral researcher.

UA ASTRONOMER HELPS DISCOVER ELUSIVE BLACK HOLE

Dr. Jimmy Irwin is part of an international team of researchers who found a mid-sized black hole, a cosmic oddity in observations of the universe. The finding, which demonstrate an effective method to detect this class of black holes, was announced in the journal Nature Astronomy. Two types of black holes are well-known. Massive stars create stellar-mass black holes when they die, while galaxies host supermassive black holes at their centers, with masses equivalent to millions or billions of suns. Between these extremes are intermediate-mass black holes. They could grow into supermassive black holes as they take in more mass from stars and cosmic particles that pass too close, but few robust candidates have been found.

PREVENTING VIEW: UA PROJECT CREATES HIGHER QUALITY IMMERSIVE INTERNET VIDEOS WITHOUT LAG IN STREAMING

Of all the internet has brought, 360-degree videos that let users see around a fixed point are among the coolest, but it is difficult at the rate data travels for all of a high-quality, 360-video to arrive at the end user perfectly from the start. This lag can cause motion sickness as viewers’ brains and eyes move faster than the video can load, or stream, off the internet. In his lab, Dr. Jacob Chakareski is developing a method to smooth this hang up by predicting where users will view, sending a smaller, high-quality spatial segment of the 360-degree video panorama for the areas likely to be viewed and a low-quality version for the parts of the video unlikely to be navigated by the user.

UA STUDY SHOWS COMPUTER TABLETS PROVIDE POSITIVE DISTRACTIONS FOR SOME CHILDREN

Dr. Sherwood Burns-Nader was honored recently with the Association of Child Life Professional’s 2018 Professional Research Recognition Award for directing a study that found computer tablets provide a distraction that reduces pain and anxiety in pediatric burn patients undergoing hydrotherapy. According to Burns-Nader, the study showed that tablet distraction provided by a child life specialist significantly decreased observed pain and anxiety during the hydrotherapy procedure compared to a control group. In addition, the children in the tablet distraction group returned to baseline emotions after the procedure, while those in the control group displayed higher anxiety, suggesting the benefits of tablet distraction continue after the procedure.

UA WILL LEASE SPACE AT GULFQUEST IN MOBILE

UA is leasing space at the GulfQuest facility in Mobile effective September 1. The new UA office will serve as a nexus for research and programmatic initiatives that will benefit the region, primarily in the area of
transportation. With a large and growing number of research projects and collaborations in the area, the GulfQuest facility will give UA a centrally located physical space to expand research capacity.
NEWS ABOUT DEVELOPMENT

RECENT GIFTS TO UAH

Aerojet Rocketdyne, Inc. has donated $200,000 to establish the Aerojet Rocketdyne Chair in Space Science endowment. They have also contributed $2,500 to the Smart Valley Fund, which supports a UAH Lecture Series to advance our role in Academic and Research activities.

Mr. Robert Ivey has given $115,000 to establish the Edith "Edie" Ivey Memorial Scholarship in the College of Nursing.

Maynard Industries has given $75,000 towards the establishment of the UAH Hockey Weight Room for the UAH Athletics Department.

Mr. Sheldon Wolitski has given $50,000 towards the establishment of the UAH Hockey Weight Room for the UAH Athletics Department.

An anonymous donor has contributed $30,000 to UAH designated as follows: $10,000 for the M. Louis Salmon Humanities Center Endowment, $10,000 for the M. Louis Salmon Library Endowment, and $10,000 for the Louis Salmon Scholarship.

Pei-Ling Chan Trust has contributed $30,000 to the UAH College of Business the use for which will be determined later.

An anonymous donor has donated $25,000 to the UAH College of Business designated as $20,000 for the Capital Management Group and $5,000 for the Career Closet.

CINTS Investments LLC has given $25,000 towards the establishment of the UAH Hockey Weight Room for the UAH Athletics Department.

Huntsville Utilities has donated $24,900 to the UAH Charger Energy Lab Fund to support the costs of conducting energy research at UAH.

Alabama Car Tag donors have contributed $17,007 to the Alabama Car Tag Scholarship.

The National Space Club has given $16,000 to be designated as follows: $6,000 to continue the funding of the Dr. Werner Von Braun Scholarship, $5,000 to the Space Hardware Club to fund student space projects within the Aerospace Engineering Department, and $5,000 to the Integrated Product Teams (where students learn how to apply engineering principles to the same problems they will be asked to solve in industry) to provide funds for class-related activities.

Mr. and Mrs. Roger Cain have donated $15,000 to the UAH Athletics Department in support of the Cross Country Program.

The International Lunar Observatory has contributed $14,300 to the Charger Energy Lab Fund to support the costs of conducting energy research at UAH.

Ms. Angela Rhoton has donated stock valued at $10,102 to help establish the Edith "Edie" Ivey Memorial Scholarship in the College of Nursing.

Aetos Systems has contributed $5,000 to help fund the Alabama Science and Engineering Fair, and $5,000 to help fund the North Alabama Regional Science and Engineering Fair.

Mr. and Mrs. George F. McCanless, Jr. have given $10,000 in support of the Emmy and Hermann Ludewig Scholarship Fund.

UBM LLC has donated $10,000 to fund the Engineering and Physics scholarships at UAH.
**Hewson Stock Gift to University of Alabama Is Largest in UA History**

Marilynn A. Hewson, Chairman, President and CEO of Lockheed Martin Corp., and her husband, James, have made a gift of $15 million to The University of Alabama to benefit the Culverhouse College of Business. The gift is the largest one-time financial contribution in the University’s history. This contribution follows the $5 million commitment the Hewsons made to the College last year to support the Marilynn Hewson Faculty Fellows Program in Data Analytics and Cyber Security, a high-tech Data Analytics and Cyber Security lab, and an endowed undergraduate scholarship and graduate assistantship. The Hewsons are both graduates of the University.

**Donor Funds New Genomics Single Cell Chromium System at UAB**

Leon W. Edwards has committed funds to the Comprehensive Cancer Center in order to purchase a Genomics Single Cell Chromium System. This new system will give Cancer researchers full access to critical molecular and cellular information for treatment and studies of various forms of cancer.

**UAB Faculty Member Establishes Scholarship to Support Students in the College of Arts and Sciences**

Dr. Catherine Danielou has pledged funds to establish the Marguerite & Joseph Bourlioux Endowed Scholarship in the Humanities and Social Sciences. This scholarship will support first-generation college students who have reached the rank of Junior and have demonstrated evidence of commitment to serving others through services activities.

**Multiple Gifts to Support the UAB School of Nursing Building and The Collat School of Nursing**

The beautiful new School of Nursing addition is being supported generously by donors. Most recently the following donors have made commitments for spaces within the building:

- Dr. Martha G. Lavendar – 3rd Floor Student Office
- Dr. Cynthia S. Selleck – Faculty and Staff Lounge/ Commons Area
- The Harbert Family – 8-Bed Nursing Skills Lab in Memory of Joy P. Harbert
- Dr. Teena M. McGuinness and Dr. John P. McGuinness – 3rd Floor Group Study Room to be named the McGuinness Veterans Conference Room

**Blazing the Way Match Commitment Continues at UAB**

Mary Simpson Berry is taking advantage of the Blazing the Way Match program in order to support African American students in the School of Engineering through the Marion Lucius Nell Endowed Scholarship in Engineering.

Amy and Richard Cashio have committed to supporting students in the College of Arts and Sciences through the Cashio Family Endowed Scholarship.
PLANNED GIFT TO ESTABLISH
ENDOWED SCHOLARSHIP FOR NURSES
AT UAB

Bill and Bebe Goetter have pledged an estate gift to fund the Bebe
Barksdale Goetter Endowed Scholarship in Nursing to support students in
need who demonstrate service to the community.

HUGE COMMITMENT TO SUPPORT
MEDICAL STUDENTS AT UAB

Peyton Bryars, III, M.D., has made a $3 million testamentary
commitment to establish the Doris R. and
Peyton R. Bryars, Jr., Family Endowed
Medical Scholarship. This fund will
support entering first-year medical
students who are interested in primary
care medicine and will follow the
recipient through their four years of
medical school.

A MEMORIAL GIFT TO SUPPORT
MARINE BIOLOGY RESEARCH
ESTABLISHED AT UAB

Dianne and Davor Luketic have pledged to establish an endowed support
fund in the Department of Biology in the
College of Arts and Sciences in memory
of their son. The Michael David Luketic
Endowed Support Fund will support
faculty, students, and research under the
direction of Dr. Thane Wibbels.
CONFERENCE/SYMPOSIA/PROGRAMS

UA Hosts First Collaborative Conference for RISE Programs

The RISE Program hosted a two-day conference with 30 directors, therapists and teachers from other RISE centers around the nation to collaborate for the first time. UA’s RISE Center, part of the College of Human Environmental Sciences, is a nationally recognized early childhood education program that is dedicated to excellence in service, research and teaching. According to Andi Gillen, director of UA’s RISE Center, all RISE programs have a similar mission and are passionate about serving children with special needs and their families in an inclusive environment. Although RISE directors meet on an annual basis, the conference in Tuscaloosa is the first time staff members came together to discuss best practices and challenges and to share ideas.

UA Dance Students to Perform in Edinburgh Festival

The Yonder Contemporary Dance Company, a collective in the UA department of theatre and dance, presented a 50-minute concert titled “IRL” during the 2018 Edinburgh Festival Fringe in Scotland in August. Yonder’s “IRL” involves 15 dance majors, overseen by Sarah M. Barry, UA associate professor of dance. They collaborated with five student composers from UA’s School of Music, who are overseen by Dr. Amir Zaheri, assistant professor of composition.

UAB Medicine Hosts First Annual Addiction Recovery Symposium

The UAB School of Medicine’s Addiction Recovery Program hosted the inaugural UAB Medicine Addiction Symposium on July 20. It featured nationally recognized experts and examined a variety of issues surrounding addiction, including stigma and discrimination, advances in treatment, and navigating the road to recovery.

The symposium also featured presentations on hospital wide projects initiated by the UAB Addiction Scholars Program, inspirational stories from families and individuals in recovery, and training on the use of Naloxone kits.

Alabama Genomic Health Initiative in Collaboration with UAB Begins Recruitment in Huntsville

Recruitment for the Alabama Genomic Health Initiative is underway in Huntsville. The AGHI, a collaboration between UAB and HudsonAlpha Institute for Biotechnology, launched last summer in Birmingham, and teams are now recruiting participants at the UAB Huntsville Regional Medical Campus.

The AGHI is one of the nation’s first statewide efforts to harness the power of genomic analysis to identify those at high risk for genetic disease. It will recruit a diverse group of participants from every county in Alabama and provide genomic analysis and interpretation to this group free of charge. In its first year, AGHI recruited nearly 2,000 individuals. The goal will be to increase the number of participants to more than 10,000 persons over five years.
UAH Cardiovascular Center to Host Annual Symposium

The Comprehensive Cardiovascular Center at UAB hosted its seventh annual symposium, titled “Focus on Heart Failure,” September 6-7 at the DoubleTree Hotel in Birmingham.

The objective of the symposium is to identify new therapies and intervention in the treatment of heart failure, discuss risk factors and prevention, and highlight recent advances in the diagnosis, treatment and management of ischemic heart disease. The keynote speaker at the symposium was Thomas J. Wang, M.D., the director of the Division of Cardiovascular Medicine and a professor at Vanderbilt University Medical Center.

UAH Associate Professor of Art Publishes Photos for Article

Mr. José Betancourt, Associate Professor of Art/Photography, published photos for a Huntsville Historical Foundation article on the Bibb House. The article was published in Alabama Heritage Magazine 129.

UAH Art History Lecturer Presents at International Conference

Dr. Karissa Bushman, Lecturer of Art History, presented “Saintly to Satirical: Goya’s Religious Bodies” at the VariAbilities IV conference in London, England.

UAH Communication Arts Faculty Member Presents at Conference

Eletra Gilchrist-Petty, Associate Professor of Communication Arts, presented “Engaged Pedagogy in the Communication Classroom” at the 2018 Alabama Communication Association Conference in Huntsville.

UAH Associate Professor of Art Has Work Exhibited

Mr. Keith Jones, Associate Professor of Art, Graphic Design & Photography, had his work shown in the 77th Annual National Alabama Watercolor Show in Auburn.

UAH Chair of Communication Arts Presents at Annual Meeting

Pavica Sheldon, Chair and Associate Professor of Communication Arts, presented “Instagram and American Teens: Understanding Motives for Its Use and Relationship to Excessive Reassurance-seeking and Interpersonal Rejection” at the annual meeting of the International Communication Association, Prague, Czech Republic.

UAH Small Business Development Center Co-Sponsors National Security Summit

The UAH Small Business Development Center Procurement Technical Assistance Center co-sponsored and co-managed the National Security and Innovation Summit along with I2C and TechHunt. Speakers from various US Department of Defense and NASA agencies from around the country provided insight on the government-wide search for non-traditional sources of applied technology products to support the warfighter, aerospace, and other security needs.
UAH Economics Professor Presents Paper at Conference
Dr. W. David Allen, Professor of Economics, presented a research paper titled “The Decline of the American Burglary” co-authored with W. Charles Sawyer of Texas Christian University, at the Western Economic Association International annual conference in Vancouver, BC, Canada.

UAH Marketing Professor Presents Paper at Symposium and Co-Chairs Conference
Dr. Yeqing Bao, Professor of Marketing, presented a paper entitled “Religiosity, Spirituality, and Music Preference” at The International Symposium on Business and Social Sciences 2018 in Seoul, Korea. He also served as co-chair of the China Marketing International Conference 2018 in Shanghai.

UAH Professors Co-Chair Conference Track
Dr. Jatinder (Jeet) Gupta, Eminent Scholar and Professor of Information Systems, and Laird Burns, Associate Professor of Management Science, co-chaired the track on “Public Sector Operations Management” at the Annual Conference of the Production and Operations Management Society in Houston, TX.

UAH Eminent Scholar and Professor Delivers Keynote Address
Dr. Jatinder (Jeet) Gupta, Eminent Scholar and Professor of Information Systems, delivered a keynote address, “Blending Optimization Models with Behavioral Studies to Mitigate Decision Biases,” at the International Conference of the Asia-Pacific Decision Sciences Institute, Bangkok, Thailand.

UAH College of Science Assistant Professor Presents Papers
Department of Space Science Assistant Professor, Dr. Qiangle Hu, presented an oral talk at the Triennial Earth-Sun Summit (TESS). Dr. Hu also presented an oral talk at the fourteenth international Solar-Terrestrial Physics symposium (STP14).

UAH College of Science Associate Professor Gives Presentations
UAH Department of Space Science Associate Professor Jakobus A. le Roux gave two research presentations at the 42nd Committee on Space Research Meeting in Pasadena, CA.

UAH College of Science Associate Professor Organizes Session in the AOGS Meeting
Dr. Gang Li, Associate Professor in the Department of Space Science, organized a session on “Particle Acceleration and Transport in the Inner Heliosphere” for the 2018 Asia Oceania Geosciences Society Meeting, held in Honolulu, HI.

UAH College of Science Assistant Professor Presents Papers
Department of Space Science Assistant Professor Dr. Qiangle Hu presented an oral talk at the Triennial Earth-Sun Summit (TESS). TESS is a joint meeting of the Space Physics and
Aeronomy Section of the American Geophysical Union (AGU) and the Solar Physics Division (SPD) of the American Astronomical Society.

Dr. Hu also presented an oral talk at the fourteenth International Solar-Terrestrial Physics symposium (STP14), which is organized by the Scientific Committee on Solar-Terrestrial Physics (SCOSTEP) and held every four years.

UAH RESEARCHER PRESENTS AT UNIVERSITY OF CHICAGO

Presentation “Tests of GET DAQ with SiPM Sensor” was given by Evgeny Kuznetsov at the GSSI/University of Chicago meeting Silicon Photomultipliers in Space in L’Aquila, Italy.

UAH DEPARTMENT OF SPACE SCIENCE ASSOCIATE PROFESSOR GIVES INVITED PRESENTATION

UAH Space Science Department Associate Professor, Robert D. Preece, gave an invited presentation to the employees of deciBel Research Company in Huntsville’s Research Park entitled, “An Ordinary Short Gamma-Ray Burst with Extraordinary Implications: First Detection of a Neutron Star Merge.”

UAH SPACE SCIENCE DEPARTMENT ASSOCIATE PROFESSOR GIVES INVITED TALK

Associate Professor and Researcher Robert D. Preece gave an invited talk at the 15th Marcel Grossmann Meeting in Rome, Italy, entitled, “Fermi Gamma-ray Burst Monitor Observation of GRB 170817A / GW170817.”

UAH SPACE SCIENCE DEPARTMENT CHAIR GIVES PRESENTATIONS

Dr. Gary Zank presented “Particle Acceleration Associated with Magnetic Islands” at the 2018 Asia Oceania Geosciences Society Meeting, held in Honolulu, HI, and “Time-varying Processes in the Outer Heliosphere” and “Turbulence in the Outer Heliosphere and Very Local Interstellar Medium” at the 42nd annual COSPAR Scientific Assembly in Pasadena, CA.

UAH POSTDOCTORAL RESEARCHER GIVES PRESENTATIONS

UAH Postdoctoral Researcher Laxman Adhikari, gave a talk, “Evolution of Power Anisotropy in Magnetic Field Fluctuations Throughout the Heliosphere” at the Committee on Space Research (COSPAR) Conference in Pasadena, CA. He also presented “The Role of Magnetic Reconnection-Associated Processes in Local Particle Acceleration in the Solar Wind” at the Shine Meeting in Cocoa Beach, FL.

UAH POSTDOCTORAL RESEARCHER GIVES PRESENTATION

CSPAR Postdoctoral Researcher Lingling Zhao gave the presentation “An Unusual Energetic Particle Flux Enhancement Associated with Solar Wind Magnetic Island Dynamics” at the Shine Conference 2018 at Cocoa Beach, FL.
CAMPUS HIGHLIGHTS

UAB HOSPITAL AGAIN HIGHLY RANKED BY U.S. NEWS & WORLD REPORT

UAB Hospital is again ranked the No. 1 hospital in Alabama by U.S. News & World Report. Four medical specialties are ranked in the top 20 in the nation, and six more are ranked in the top 50. Three other specialties are listed as “high-performing” in the 2018-2019 Best Hospitals rankings released today.

With ten specialties ranked in the nation’s top 50, UAB topped several peer institutions, including the University of North Carolina and Emory University, which had five and four ranked specialties respectively.

The specialties ranked in the top 20 in the nation are Rheumatology (10), Nephrology (13), Pulmonology (16), Cardiology and Heart Surgery (18). Those in the top 50 are Gynecology (25), Diabetes and Endocrinology (28), Ear, Nose and Throat (29), Urology (34), Neurology and Neurosurgery (36), and Geriatrics (42).

NEW MARKETING CAMPAIGN HIGHLIGHTS THE DRIVE BEHIND UAB’S SUCCESS

Last year, more than 1,190 principal investigators were backed by $562 million in research expenditures, some 56 patents and 21 ongoing drug discoveries were produced, and startups and licenses based on UAB innovations generated $4.7 million in revenue. To showcase this work, UAB has launched a marketing campaign to highlight the university’s research, innovation and entrepreneurship at the frontiers of the sciences and medicine, technology, education, business, the arts and humanities, and other fields.

The “Powered by will” campaign, which will run through 2019, will include short videos for sharing plus links for giving, applying for admission and learning more about UAB as a whole. It will also introduce others to the life-altering work that epitomizes UAB. It will share the ways UAB is lowering barriers to college for low-income students, how it is combating the problem of distracted driving, and changing the national conversation about organ transplant. The ads will be seen on television, Hulu, online and on billboards throughout the region and nation.

UAB GRAND CHALLENGE WORKSHOP SETS PARAMETERS FOR NEW UNIVERSITY INITIATIVE

UAB launched the new Grand Challenge initiative earlier this year, seeking the most ambitious multidisciplinary research projects and student-participation innovation efforts to solve our most perilous trials. More than 75 ideas were submitted to Grand Challenge program manager Lee Moradi, Ph.D., and UAB Vice President for Research Chris Brown, Ph.D.

The new Grand Challenge initiative arises from Forging the Future, the UAB Strategic Plan announced in November 2017. The nature of a Grand Challenge is a problem that, when solved, will positively impact a great number of people and society in general. The UAB Grand Challenge will be selected in a competition open to the entire university. Planning proposals are due in the fall and full proposals in January 2019.
A final decision and announcement of the inaugural UAB Grand Challenge will be made by late Spring 2019.

**NATION’S LONGEST SINGLE-SITE KIDNEY CHAIN BASED AT UAB REACHES 100**

The longest single-site kidney chain in the United States, which is based at UAB, surpassed 100 living donors on July 20: 101 living donors have changed the lives of 101 recipients. The chain began in December of 2013 when a donor from Pelham donated her kidney to a stranger in need. Since then, people from 12 states have donated to others in need of kidneys.

The director of UAB’s Incompatible Kidney Transplant Program is Jayne Locke, M.D. Currently, almost 50 percent of all living donors who come forward and want to donate to a friend or loved one in need of a transplant are not compatible with their intended recipient. That is why the UAB Kidney Chain, and other chains around the country, are so important, and why Locke says the national living donor registry is vital.

**COLLEGE OF ARTS, HUMANITIES, AND SOCIAL SCIENCES AT UAH**

Dr. Chad Thomas, Assistant Professor of English, and Amy Guerin, Assistant Professor of Communication Arts, produced the inaugural season of Huntsville Shakespeare, using UAH Theatre students, alumni, and industry professionals to present *Twelfth Night* and an innovative reading of *MacBeth* in the Wilson Theatre.

**UAH CLINICAL ASSISTANT PROFESSOR OF EDUCATION SERVES AS SUMMER PROGRAM DIRECTOR**

Dr. Andrea Word-Allbritton, of the Department of Curriculum & Instruction, served as the academic director of the UAH Intensive Language and Culture summer program: Earth, Sky, Space, which served thirty-seven J-1 secondary students as they developed their English language skills through engagement with content in Earth System Science and NASA-oriented missions.

**UAH COLLEGE OF SCIENCE HOSTS STUDENTS FOR ARMY’S OUTREACH PROGRAM**

The Department of Chemistry, through the Army Educational Outreach Program (AEOP), hosted high school students this summer for lab research projects. The AEOP prepares the next generation of college students and provides real world STEM experiences.

**UAH SPACE SCIENCE ASSOCIATE PROFESSOR DIRECTS RESEARCH PROGRAM FOR UNDERGRADUATES**

Space Science Associate Professor Jacob Heerikhuisen directs the Solar and Heliospheric Physics Research Experience for Undergraduates program. The program is funded by the National Science Foundation and is run through the UAH Center for Space Plasma and Aeronomic Research.

**UA’S PANHELLENIC ASSOCIATION RECEIVES EXCELLENCE AWARD**

UA’s Alabama Panhellenic Association won a National Panhellenic Conference College Panhellenic Excellence Award for 2018. The award
recognizes College Panhellenics that demonstrate success in the areas of academics, communication with the NPC area adviser, community impact and relations, judicial procedures, operations and administration, recruitment and programming. The UA association also received the excellence award for meeting all seven areas of the award criteria in 2016, 2015 and 2013.

**UA LIBRARIES WINS NATIONAL GRANT TO DEVELOP INNOVATIVE TECHNOLOGY**

The UA Libraries was selected as one of four academic libraries nationwide to receive a total of $100,000 in EBSCO FOLIO Innovation Challenge grants. EBSCO Information Services awarded the yearlong grant to libraries that presented plans to use the money to develop innovative technology that addresses a myriad of challenges commonly faced by academic libraries. Using the open-source services platform that FOLIO provides, UA Libraries’ development team plans to use the grant money to create data collection, reporting and analysis tools, which will build upon the successes UA Libraries has had in building custom reporting solutions.

**UA CAPSTONE COLLEGE OF NURSING NAMED CENTER OF EXCELLENCE**

The UA Capstone College of Nursing recently was selected as a National League for Nursing Center of Excellence, a designation that was given to only 16 nursing programs nationwide. The designation, which runs from 2018 to 2022, recognizes the College for advancing the science of nursing education. The designation is based on research; innovation in curriculum design; enhanced student learning; and faculty contributions to the science of nursing education.

**NURSING GRANTS AT UA AIM TO PROMOTE DIVERSITY, NURSING EDUCATION**

UA’s Capstone College of Nursing will receive funding totaling more than $1 million to support graduate students through Scholarships for Disadvantaged Students and the Nurse Faculty Loan Program. The Scholarships for Disadvantaged Students program works to increase the number of graduates practicing in primary care, enrollment and retention of full-time students from disadvantaged backgrounds and graduates working in medically underserved communities. The Nurse Faculty Loan Program aims to increase the nursing faculty workforce in Alabama and the U.S. by providing loans to manage the costs of tuition, books, fees and related expenses for students earning a Doctor of Education for nurse educators or a Doctor of Nursing Practice at UA.

**UA ATHLETICS LEADS NATION IN COSIDA ACADEMIC ALL-AMERICANS**

Eleven Crimson Tide student-athletes earned Academic All-America honors during the 2017-18 academic year, marking the fifth year in a row Alabama has reached double digits in terms of the prestigious honor. Alabama Athletics once again led the nation in Academic All-America honors as selected by the College Sports Information Directors of America, or CoSIDA. The Crimson Tide’s total also makes Alabama the only school to earn double-digit honors for five years in a row. Alabama has earned Academic All-
America honors a Division I-best 88 times since 2009-10 and 56 times over the last five years. The Tide’s five-year total is 11 better than second-place Stanford over that span.

**UA Launches Gifted Education, Talent Development Office**

UA’s College of Education will help strengthen the state of Alabama’s gifted education programs through the recent launch of the Gifted Education and Talent Development Office. The office will consolidate all of the College’s gifted education research, teaching, service and programming and offer more professional development for educators and outreach to parents. Dr. Jennifer Jolly, associate professor of gifted education at UA, will direct the office. She hopes to begin the office’s outreach by identifying research partners in schools across the state.

**UA Announces New Master’s Degree in Public Health**

As health promotion, education and the health care industry rapidly evolve, the College of Human Environmental Sciences is changing to meet new needs by adding a Master’s in Public Health program, which will be offered both on campus and by distance. The new program in public health is 42 credits and will be eligible for accreditation by the Council on Education for Public Health. Its curriculum focuses on health education and promotion. It offers more public health courses, such as biostatistics and environmental health that currently can be taken as electives but will be mandatory courses for the new program.

**UA Fraternity Community Receives National Honor**

UA’s Interfraternity Council recently was honored with an Award of Distinction by the North-American Interfraternity Conference for developing a safe, healthy and meaningful fraternity experience for its officers, member chapters, community and campus.
RETIEMENTS/DEATHS

UAH

Retirements:

Mary Bohrmann, Student Accounts Associate, Account & Financial Reporting
Mary Bonilla, Clinical Assistant Professor, College of Nursing
Sandra Carpenter, Professor, Psychology
Laura Clemons, Research Scientist I, Institute of Science Education
Franklin Cowherd, Associate Vice President, Facilities & Operations
Betty Eley, Senior Accountant, Accounting & Financial Reporting
Rita Ferguson, Clinical Assistant Professor, College of Nursing
Milton Giles, Senior Grounds Maintenance Supervisor, Grounds Management
Linda Hallman, Gift Accountant Assistance, University Development
Winnet Leonard, Bursar, Accounting & Financial Reporting
Elena Lobl, Principal Research Scientist III, Step 3, Earth System Science Center
Joel Lonergan, Associate Vice President, Advancement, Advancement Marketing and Communications
Debra Moriarity, Department Chair, Biological Sciences
Robert Redmon, Senior Director, Grounds Management, Grounds Management
Daniel Rochowiak, Associate Professor/Director, QEP & CLC, Computer Science
John Rogers, Director, Research Information Systems
Diane Singer, Lecturer, English Department
Janice Temmen, Senior Administrative Assistant, Proposal Development Office
William Worley, Coordinator, Alabama Science in Motion, Chemistry Department

Deaths:

Hugh Coleman, Professor, Mechanical Engineering, Retired
Richard Fork, Professor, Electrical & Computer Engineering, Retired
Phillip Gentry, Assistant Director, Publications, University Relations, Retired
Timothy Torrie, Laboratory Manager, Electrical & Computer Engineering
Richard Wyskida, Professor, College of Engineering, Retired

UA

Retirements:

Daniel M. Avery Jr., Faculty, OB/GYN
Philip D. Beidler, Faculty, English
Stavros A. Belbas, Faculty, Mathematics
Elizabeth Brantley, Staff, Housing Custodial
Barbara Brosier, Staff, University Libraries
John Rodney Brown, Staff, Training
Noele L. Butler, Staff, Supply Store
Carol Cassel, Faculty, Political Science
Anita Channell, Staff, Pediatrics
Joseph A. Colquitt, Faculty, School of Law
Cecil L. Conerly, Staff, General Administration
Rhonda Copeland, Staff, Academic Outreach
James P. Cover, Faculty, Economics, Finance and Legal Studies
Charolette Curry, Staff, Facility Custodial
Lawrence C. Davis, Staff, Rowing Women
Teresa Davis, Staff, Facility Custodial
Christine P. Day, Staff, Brewer-Porch
Katherine P. DeGraw, Staff, Computer Science
Patricia Dinger, Staff, Admissions
Janis Elkins, Staff, Arts and Sciences
Lynn C. Evers, Staff, Inservice Center
Susan C. Fleming, Faculty, Music
Ladonna Foshee, Overseas Studies
Lee E. Freeman, Faculty, Curriculum and Instruction
John M. Fuller, Staff, Facility Custodial
Barbara P. Grimes, Staff, Voluntary Services
Mona J. Hahn, Staff, Advancement Services
Sherryvonne Hale, Staff, Facility Custodial
Frances Lynn Hamric, Staff, Mechanical Engineering
Donald S. Hays, Staff, Arts and Sciences
H. Scott Hestevold, Faculty, Philosophy
James A. Johnson, Staff, Instructional Tech and Academic Services
Renwick O. Jones, Staff, Facility Custodial
John A. Khalilian, Staff, Inservice Center
Margot D. Lamme, Faculty, Advertising and Public Relations
Ora Lavender, Staff, Trial Advocacy
John E. Lochman, Faculty, Psychology
Steven K. Miller, Faculty, Library and Information Studies
Brenda Montgomery, Staff, Blount Undergraduate Initiative
Janis M. O’Donnell, Faculty, Biological Sciences
Joseph B. Pendry, Staff, Football
Jay S. Robbins, Staff, English Language Institute
Robert W. Scharstein, Faculty, Engineering
Willard C. Schreiber Jr., Faculty, Mechanical Engineering
Marilyn J. Staffo, Staff, Center for Instructional Technology
Marietta P. Stanton, Faculty, Nursing Instruction
Lorrie A. Stephens, Staff, Athletics
Frank R. Struss, Staff, AVP Facilities and Grounds
Preston W. Sullivan, Staff, Center for Public TV and Radio
Deaths:

Helen Delpar, Retired Faculty, History
Henry Florey, Retired Faculty, Student Life
Billie Gleisberg, Retired Staff, Culverhouse College of Business
Stevan Marcus, Faculty, Biological Sciences
Archie Marlowe, Retired Staff, Maintenance
Stephen V. Peles, Faculty, Music
Roland Williams, Retired Staff, Maintenance

UAB
Retirements:

Susan Abdoli, Administrative Associate, Music
Catherine Adams, RN-Oncology, Infusion Clinics
Terry Akers, CRNA-Certified Registered Nurse Anesthetist, Anesthesia Services-UAB Highlands
Robert Barnes, Manager, Employee Relations
Ronald Barnes, Materials Procurement Specialist/Expedited, Facility Financial Management
Karen Benson, Environmental Services Specialist-Campus, Building Services
Suman Bharara, Researcher III, Surgery-Pediatric
Edwin Bickerstaff, Pharmacist, Home Infusion Therapy
Robert Bourge, Professor, Medicine MD, Medicine-Cardiovascular Disease
Gwendolyn Boyd, Professor, Anesthesiology MD, Anesthesiology Chair Office
Lori Bradberry, Surgical Technician, Perioperative Services
William Brown, Central Plant Chiller Mechanic, Chilled Water
Tina Bryant, Executive Assistant I, School of Engineering Dean’s Office
Lisa Busby, Patient Services Coordinator TKC II, Breast Cancer-TKC
Carol Butler, RN, Women’s & Infants Services
Rodney Cook, RN, Transplant & General Surgical Services
David Crawford, Electrician, Hospital Maintenance
Revia Crimes, HRM Staffing Specialist, Employment
Suzanne Culbreth, Clinical Instructor, Curriculum Instruction
Eva Dancy, RN, Nursing Services-UAB Highlands
Michele Davis, RN, Women’s & Infants Services
Joe Derrington, RN-Clinic, Perioperative Services
Vickie Desarro, Research Nurse Coordinator, Medicine-Pulmonary/Allergy/Critical Care
Stanley Ellison, Plumber, Hospital Maintenance
Leon Estes, RN, Cardiovascular Services
Aydee Figueredo, Clinical Assistant, OB/GYN - Maternal & Fetal Medicine
Eunice Fortune, Perioperative Services Care Technician, Perioperative Services
Susan Gagne, Medical Social Worker, Medical Social Services
Larry Glover, Senior Buyer, Engineering & Innovative Technology Development
Pamela Gray, Office Associate II, Emergency Medicine-Research
Randal Gray, Instructor, Medicine, Emergency Medicine Chair Office
Brian Harris, System Analyst, Department of Medicine Chair Office
Larry Hill, Respiratory Therapist Certified, Respiratory Care
Susan Horton, RN-OR, Perioperative Services-UAB Highlands
Jian Huang, Adjunct Associate Professor, Medicine-Cardiovascular Disease
Katherine Hudspeth, Nurse Practitioner, OB/GYN-Women’s Reproductive Healthcare
Sharon Jackson, Patient Care Technician, Heart/Vascular Center
Anthony James, X-Ray Equipment Services Technician, Ext. Rad. Shared Services Section
Vera Jones, Environmental Services Specialist-Hospital, Environmental Services
Susan Key, Associate Professor, Business 9 Mo, Management, Information Systems, Quantitative Methods
Gerald Kitchen, Researcher I, Psychiatry-Substance Abuse
Keith Knepper, Patient Care Technician, Resource Management Systems
Beverly Lovell, Medical Technologist Lead, Labs-Hospital
Selena Luckett-Smith, RN-Clinical Care Coordinator, Medicine-Immunology/Rheumatology
Donna McFarland, RN, Cardiovascular Services
Anthony Morlandt, Assistant Professor, Oral & Maxillofacial Surgery
Donna Myers, Administrative Associate, Department of Medicine Chair Office
Lisa Nelson, Research Nurse Coordinator, Neurosurgery-Clinical Research
Maria Norena, Program Director III, Genetics Chair Office
Pamela Offord, Administrative Support Specialist, Assistant VP Facilities Planning/Design
Ova Peeples, Office Associate II, Laboratory Medicine
Sandra Pilkinton, Office Associate II, Clinical Genetics
Daphne Powell, Senior Director-Donor Relations & Engagement, Office of Associate VP Development & Alumni
Sherri Price, Administrative Supervisor, Office of Assistant VP Occupational Health & Safety
Greg Randle, CRNA-Certified Registered Nurse Anesthetist, Anesthesia Services-UAB Highlands
Michael Reddy, Dean, School of Dentistry Dean's Office
Jena Reeves, Program Manager II, Medicine-Immunology/Rheumatology
Cheryl Reid, Program Manager I, Sparkman Center for Global Health
Rachel Richardson, Research Nurse Coordinator, Comprehensive Cancer Center
Traci Roberson, Consultant, Nursing Graduate Programs
Lynne Roden, Executive Administrator, Clinical Pathology
Virginia Rogers, Alumni Affairs Specialist, School of Optometry Dean's Office
Lynnette Scott, Medical Technologist Lead, Labs-Hospital
Betty Smith, Food Services Worker Senior, Food & Nutrition Services
Sandra Smith, Administrative Associate, Biochemistry & Molecular Genetics
Jonathan Stewart, Oracle Access Only, School of Medicine Dean's Office
Sydne Stone, Counselor II-EAP, HRM Employee Assistant & Counseling Center
Richard Stroud, Practice Manager, Optometry Clinical Services
Mary Taylor, RN-Onology, Infusion Clinics  
Franklin Tessler, Professor, Radiology Chair Office  
Steven Thornton, RN, Perioperative Services  
Georgia Turner, Environmental Services Specialist-Hospital, Environmental Services  
Kevin Turner, Instructor, Music  
Marion Wallace, Director-Alumni House, Alumni Affairs  
Wendy Waller, Medical Technologist Lead, Labs-Hospital  
Sharon Walton, RN, Center for Psychiatric Medicine  
Sherry Ward, Administrative Associate, Physician Health  
Mary Warren, Associate Professor Occupational Therapy, Occupational Therapy  
LouAnn Webster, Medical Social Worker, Medicine-Infectious Diseases  
Nedra White, RN, Center for Psychiatric Medicine  
Rhoda Whitlock, Medical Technologist, Labs-Hospital  
Pamela Whitten, RN, Medical Nursing  
Craig Wilson, Professor/Director, Epidemiology  
Janet Wilson, Patient Services Coordinator II, Urology Chair Office  
Irma Wright, Data Processing Specialist I, Office of Sponsored Programs  
Steven Zehren, Professor, Cell, Developmental & Integrative Biology

Deaths:

Walter Adams, PRE-ORACLE  
Annie Blue, Research Technician, Surgery-Neurosurgery (Org Ret)  
Richard Brent, High Rise Window Cleaner, Building Services  
Barbara DeVries, Resource Support Specialist, Resource Management Systems  
Cornelius Fair, Patient Care Technician, Transplant & General Surgical Services  
Patricia Grayson, Research Interviewer, Medicine-Preventive Medicine  
Jason Ingrum, Jr., PRE-ORACLE  
Sharon Jackson, Clinical Trials Specialist, Comprehensive Cancer Center  
Rhonda Parker, PRE-ORACLE  
Elan Strange, Researcher I, Microbiology  
Bruce Wheatley, Professor, Social and Behavioral Sciences, 9 Mo, History & Anthropology (Org Ret)
THIRTEENTH SUPPLEMENTAL INDENTURE

Dated October [______] 2018

between

THE BOARD OF TRUSTEES OF
THE UNIVERSITY OF ALABAMA

and

U.S. BANK NATIONAL ASSOCIATION

Relating to the issuance of
$_____________________
The University of Alabama in Huntsville
General Fee Revenue Bonds, Series 2018-B1

and

$_____________________
The University of Alabama in Huntsville
General Fee Revenue Bonds, Series 2018-B2

by
The Board of Trustees of
The University of Alabama
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EXHIBIT A - Letter of Representations
THIRTEENTH INDENTURE

THIS THIRTEENTH SUPPLEMENTAL INDENTURE dated October [______, 2018] is entered into by THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA, a public corporation and instrumentality of the State of Alabama (the “Issuer” or the “Board”), and U.S. BANK NATIONAL ASSOCIATION, a national banking association, as successor to SouthTrust Bank (the “Trustee”), as Trustee under that certain Trust Indenture dated November 1, 1989 (the “Original Indenture”), as amended and supplemented, between the Issuer and the Trustee.

Recitals

Pursuant to the authority granted by the constitution and laws of the State of Alabama, including particularly Section 16-3-28 of the Code of Alabama 1975, as amended (the “Enabling Law”), the Issuer has duly authorized the creation, execution and delivery from time to time of its bonds of substantially the tenor provided in the Indenture (the “Bonds”), issuable in one or more series; and, to secure the Bonds and to provide for their authentication and delivery by the Trustee, the Issuer and the Trustee have heretofore entered into the Indenture.

The Issuer operates educational facilities in Huntsville, Alabama through its division The University of Alabama in Huntsville (“UAH”).

Pursuant to the Indenture the Issuer has heretofore issued the following:

(i) its The University of Alabama in Huntsville General Fee Revenue Bonds, Series 1989-A (the “Series 1989-A Bonds”) in the aggregate principal amount of $15,000,000;

(ii) its The University of Alabama in Huntsville General Fee Revenue Bonds, Series 1992-A (the “Series 1992-A Bonds”) in the aggregate principal amount of $6,260,000;

(iii) its The University of Alabama in Huntsville General Fee Revenue Bonds, Series 1993-A (the “Series 1993-A Bonds”) in the aggregate principal amount of $16,620,000;

(iv) its The University of Alabama in Huntsville General Fee Revenue Bonds, Series 1999-A (the “Series 1999-A Bonds”) in the aggregate principal amount of $8,900,000;

(v) its The University of Alabama in Huntsville General Fee Revenue Refunding Bonds, Series 2002-A (the “Series 2002-A Bonds”) in the aggregate principal amount of $3,965,000;

(vi) its The University of Alabama in Huntsville General Fee Revenue Refunding Bonds, Series 2003-A (the “Series 2003-A Bonds”) in the aggregate principal amount of $17,890,000;

(vii) its The University of Alabama in Huntsville General Fee Revenue Refunding Bonds, Series 2005-A (the “Series 2005-A Bonds”) in the aggregate principal amount of $8,580,000;

(viii) its The University of Alabama in Huntsville General Fee Revenue Bonds, Series 2009-A (the “Series 2009-A Bonds”) in the aggregate principal amount of $8,115,000;

(ix) its The University of Alabama in Huntsville General Fee Revenue Refunding Bonds, Series 2012-A (the “Series 2012-A Bonds”) in the aggregate principal amount of $11,170,000;
(x) The University of Alabama in Huntsville General Fee Revenue Refunding Bonds, Series 2012-B (the “Series 2012-B Bonds”) in the aggregate principal amount of $13,700,000;

(xi) The University of Alabama in Huntsville General Fee Revenue Bond, Series 2013-Al (the “Series 2013-Al Bond”) in the principal amount of $7,550,000;

(xii) The University of Alabama in Huntsville General Fee Revenue Bonds, Series 2013A2 (the “Series 2013-A2 Bond”) in the aggregate principal amount of $24,455,000;

(xiii) The University of Alabama in Huntsville General Fee Revenue Refunding Bonds, Series 2014-A (the “Series 2014-A Bond”) in the aggregate principal amount of $11,860,000;

(iv) The University of Alabama in Huntsville General Fee Revenue Refunding Bond, Series 2015-A (the “Series 2015 Bond”) in the aggregate principal amount of $5,175,000;

(x) The University of Alabama in Huntsville General Fee Revenue Bonds, Series 2018-B1 (the “Series 2018-A1 Bonds”) in the aggregate principal amount of $5,400,000; and


The Series 2009-A Bonds, the Series 2012-A Bonds, the Series 2012-B Bonds, the Series 2013-Al Bond, the Series 2013-A2 Bonds, the Series 2014-A Bonds, the Series 2015 Bond, the Series 2018-A1 Bonds and the Series 2018-A2 Bonds are the only Bonds outstanding under the Indenture. This Supplemental Indenture authorizes (i) an additional series of Bonds in the aggregate principal amount of $[ ] and designated as The University of Alabama in Huntsville General Fee Revenue Bonds, Series 2018-B1 (the “Series 2018-B1 Bonds”), and (ii) an additional series of Bonds in the aggregate principal amount of $[ ] and designated as The University of Alabama in Huntsville General Fee Revenue Bonds, Series 2018-B2 (the “Series 2018-B2 Bonds”). The Series 2018-B1 Bonds and the Series 2018-B2 Bonds are herein together referred to as the “Series 2018-B Bonds”.

The Series 2018-B Bonds are being issued for the purpose of (i) paying the costs of the 2018-B Capital Improvements (hereinafter defined), and (ii) paying the costs of issuance of the Series 2018-B Bonds.

The Issuer has also issued its $27,990,000 The University of Alabama in Huntsville Student Housing Revenue Bonds (Taxable Direct-Pay Build America Bonds), Series 2010-A (the “Subordinate Bonds”). The pledge and assignment of the General Fees to the payment of the Subordinate Bonds was made (i) subject and subordinate to then existing pledges of the General Fees to the payment of certain outstanding bonds of the Issuer, including the existing pledges of the General Fees (or portions thereof) for the benefit of the Bonds, and (ii) any future pledges of General Fees.

NOW, THEREFORE, THIS SUPPLEMENTAL INDENTURE WITNESSETH:

That in order to declare the terms and conditions upon which the Series 2018-B Bonds authorized hereby are authenticated, issued, and delivered, and in consideration of the premises and of the purchase and acceptance of the Series 2018-B Bonds by the Holders thereof, the Issuer covenants and agrees with the Trustee as follows:
ARTICLE 1

Definitions and Other Provisions of General Application

SECTION 1.01 Definitions

The following words and phrases and others evidently intended as the equivalent thereof shall, in the absence of clear implication herein otherwise, be given the following respective interpretations herein:

“Direct Pay Agreement” means any agreement between the Board, the Trustee and the Holder of the Series 2018-B Bonds acquired by such Holder at the original issuance thereof and delivered pursuant to this Supplemental Indenture.

“Eighth Supplemental Indenture” means that certain Eighth Supplemental Indenture dated April 1, 2012, between the Issuer and the Trustee, which amended the Indenture and provided for the issuance of the Series 2012-A Bonds.

“Eleventh Supplemental Indenture” means that certain Eleventh Supplemental Indenture dated December 1, 2014, between the Issuer and the Trustee, which provided for the issuance of the Series 2014-A Bonds.

“Fifth Supplemental Indenture” means that certain Fifth Supplemental Indenture dated February 1, 2003, between the Issuer and the Trustee, which amended the Indenture and provided for the issuance of the Series 2003-A Bonds.

“First Supplemental Indenture” means that certain First Supplemental Indenture dated July 1, 1992, between the Issuer and the Trustee, which amended the Indenture and provided for the issuance of the Series 1992-A Bonds.

“Fourth Supplemental Indenture” means that certain Fourth Supplemental Indenture dated December 1, 2002, between the Issuer and the Trustee, which provided for the issuance of the Series 2002-A Bonds.

“Holder” means, with respect to: (i) the Series 2018-B Bonds delivered to a Holder that is party to a Direct Pay Agreement, the person or persons in whose name such Bond is registered on the Bond Register maintained by the Trustee, and (ii) for all other Series 2018-B Bonds, the beneficial owner of such Bonds on the records maintained pursuant to the Book-Entry System.

“Indenture” means the Original Indenture, as supplemented and amended by the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture, the Fourth Supplemental Indenture, the Fifth Supplemental Indenture, the Sixth Supplemental Indenture, the Seventh Supplemental Indenture, the Eighth Supplemental Indenture, the Ninth Supplemental Indenture, the Tenth Supplemental Indenture, the Eleventh Supplemental Indenture, the Twelfth Supplemental Indenture, the Thirteenth Supplemental Indenture, this Supplemental Indenture, and any additional supplemental indentures entered into in accordance with the terms of the Original Indenture.

“Interest Payment Date” means, with respect to the Series 2018-B Bonds, each September 1 and March 1, commencing [__________].
"Ninth Supplemental Indenture" means that certain Ninth Supplemental Indenture dated September 1, 2012, between the Issuer and the Trustee which provided for the issuance of the Series 2012-B Bonds.

"Original Indenture" means that certain Trust Indenture dated November 1, 1989 between the Issuer and the Trustee, as originally executed and delivered by the parties to such instrument.

"Second Supplemental Indenture" means that certain Second Supplemental Indenture dated May 1, 1993, between the Issuer and the Trustee which provided for the issuance of the Series 1993-A Bonds.

"Series 2003-A Bonds" means the Bonds issued pursuant to the Sixth Supplemental Indenture and bearing the designation "Series 2003-A".

"Series 2015-A Bonds" means the Bonds issued pursuant to the Twelfth Supplemental Indenture.

"Series 2018-A1 Bonds" means the Bonds issued pursuant to the Thirteenth Supplemental Indenture and bearing the designation "Series 2018-A1".

"Series 2018-A2 Bonds" means the Bonds issued pursuant to the Thirteenth Supplemental Indenture and bearing the designation "Series 2018-A2".


"Series 2018-B1 Bonds" means the Series 2018-B1 Bonds issued pursuant to Article 2 of this Supplemental Indenture.


"Series 2018-B Costs of Issuance" means expenses incurred by the Board in connection with the issuance of the Series 2018-B Bonds, including legal, consulting, accounting, financial advisor, and underwriting fees.

"Seventh Supplemental Indenture" means that certain Seventh Supplemental Indenture dated July 1, 2009, between the Issuer and the Trustee, which provided for the issuance of the Series 2009-A Bonds.

"Sixth Supplemental Indenture" means that certain Sixth Supplemental Indenture dated October 1, 2005, between the Issuer and the Trustee, which provided for the issuance of the Series 2005-A Bonds.

"Subordinate Bonds" means the Issuer's $27,990,000 The University of Alabama in Huntsville Student Housing Revenue Bonds (Taxable Direct-Pay Build America Bonds), Series 2010-A.

"Tax Certificate and Agreement" shall mean that certain Tax Certificate and Agreement entered into by the Issuer in connection with the issuance of the Series 2018-B Bonds.

"Tenth Supplemental Indenture" means that certain Tenth Supplemental Indenture dated April 1, 2013, between the Issuer and the Trustee, which provided for the issuance of the Series 2013-A Bonds.

"Third Supplemental Indenture" means that certain Third Supplemental Indenture dated December 1, 1999, between the Issuer and the Trustee, which provided for the issuance of the Series 1999-A Bonds.

“Twelfth Supplemental Indenture” means that certain Twelfth Supplemental Indenture dated March 1, 2015, between the Issuer and the Trustee, which provided for the issuance of the Series 2015 Bond.

“2018-B Capital Improvements” means the design, acquisition, construction, installation, furnishing and equipping of renovations to Morton Hall on the campus of UAH, and other capital improvements and equipment on the campus of UAH.

SECTION 1.02 Definitions in Original Indenture to be Applicable

Except as otherwise expressly provided in this Supplemental Indenture, or unless the context otherwise requires, capitalized terms not otherwise defined in this Supplemental Indenture shall have the meaning assigned in the Original Indenture.

SECTION 1.03 Use of Phrases, etc.

“Herein,” “hence,” “thereunder,” “thereof,” “hereinbefore,” “hereinafter” and other equivalent words refer to this Supplemental Indenture as an entirety and not solely to the particular portion thereof in which any such word is used. The definitions set forth in Section 1.1 hereof include both singular and plural. Whenever used herein, any pronoun shall be deemed to include both singular and plural and to cover all genders.

ARTICLE 2

Series 2018-B1 Bonds

Note: If the Series 2018-B1 Bonds are delivered in Loan Form (per the 2018-A1 Notice of Sale contained in the Preliminary Official Statement for the Series 2018-B Bonds), then the provisions set forth on Appendix 2018-A1 shall apply and, upon pricing and sale of the Series 2018-B1 Bonds, the provisions in said Appendix 2018-A1 shall be substituted for this Article 2.

SECTION 2.01 Specific Title, Terms and Forms

(a) There shall be an initial series of Bonds entitled “The University of Alabama in Huntsville General Fee Revenue Bonds, Series 2018-B1” (herein called the “Series 2018-B1 Bonds”). The aggregate principal amount of the Series 2018-B1 Bonds which may be authenticated and delivered and Outstanding is limited to $[__________].

(b) The Series 2018-B1 Bonds shall be issueable as registered bonds without coupons in the denomination of $5,000 and any multiple of $5,000 in excess thereof. Each Series 2018-B1 Bond shall have a single principal maturity. The Series 2018-B1 Bonds shall be numbered separately from 1 upward.

(c) The Series 2018-B1 Bonds shall mature and become payable on September 1 in the years and amounts shown below. All Series 2018-B1 Bonds with the same maturity and CUSIP designation shall bear interest at the same rate. The principal amount of Series 2018-B1 Bonds maturing on each maturity date and the applicable rate of interest for the Series 2018-B1 Bonds of each maturity are as follows:
<table>
<thead>
<tr>
<th>Maturity (September 1)</th>
<th>Principal Amount</th>
<th>Interest Rate</th>
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<tbody>
<tr>
<td>2019</td>
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<td>2028</td>
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</table>

(d) Interest on the Series 2018-B1 Bonds which is payable, and punctually paid or duly provided for, on any Interest Payment Date shall be paid by check or draft mailed by the Trustee to the persons entitled thereto at their addresses appearing in the Bond Register. Such payments of interest shall be deemed timely made if so mailed on the Interest Payment Date (or, if such Interest Payment Date is not a Business Day, on the Business Day next following such Interest Payment Date). Principal of (and premium, if any, on) the Series 2018-B1 Bonds and accrued interest on the Series 2018-B1 Bonds due upon redemption on any date other than an Interest Payment Date shall be payable only upon surrender thereof at the Principal Office of the Trustee or at the office of any other Paying Agent therefor.

(e) Subsection (d) of this Section to the contrary notwithstanding, upon the written request of the Holder of any Series 2018-B1 Bond in a principal amount of not less than $1,000,000, the Trustee will make payment of the Debt Service due on such Bond on any Bond Payment Date by wire transfer to an account of such Holder maintained at a bank in the continental United States or by any other method providing for payment in same-day funds that is acceptable to the Trustee, provided that:

(1) such written request contains adequate instructions for the method of payment, and

(2) payment of the principal of (and redemption premium, if any, on) such Bond and payment of accrued interest on such Bond due upon redemption on any date other than an Interest Payment Date shall be made only upon surrender of such Bond to the Trustee.

(f) The Regular Record Date referred to in Section 4.09 of the Original Indenture for the payment of interest on the Series 2018-B1 Bonds payable, and punctually paid or duly provided for, on any Interest Payment Date shall be the 15th day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date.

SECTION 2.02 Exchangeability

Subject to Section 4.07 of the Original Indenture, all Series 2018-B1 Bonds shall, upon surrender at the Principal Office of the Trustee, be exchangeable for a like aggregate principal amount of Series 2018-B1 Bonds, of any authorized denominations and of the same maturity and interest rate, as requested by the Holders surrendering the same. The Issuer will execute, and the Trustee shall authenticate and deliver, Series 2018-B1 Bonds whenever the same are required for any exchange.

SECTION 2.03 Redemption
The Series 2018-B1 Bonds shall be redeemable in accordance with Article 5 of the Original Indenture and the redemption provisions contained in the form of the Series 2018-B1 Bonds set forth in Section 2.04 of this Supplemental Indenture.

SECTION 2.04  Form of Series 2018-B1 Bonds

The Series 2018-B1 Bonds and the Trustee's certificate of authentication shall be substantially in the following form, with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by the Indenture:
[Form of Series 2018-B1 Bonds]

THE BOARD OF TRUSTEES OF
THE UNIVERSITY OF ALABAMA

THE UNIVERSITY OF ALABAMA IN HUNTSVILLE
GENERAL FEE REVENUE BONDS, SERIES 2018-B1

No. ____________ $ ____________
Maturity Date: _________ Interest Rate: _____%

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA, a public corporation and instrumentality of the State of Alabama (the "Issuer", which term includes any successor corporation under the Indenture hereinafter referred to), for value received, hereby promises to pay (but solely from the source hereinafter described) to

CEDE & CO.,
or registered assigns, the principal sum of

_____________________________ DOLLARS

on the maturity date specified above and to pay (but solely from the source hereinafter described) interest hereon from the date hereof until the principal hereof shall become due and payable at the per annum rate of interest specified above. Interest shall be payable on September 1 and March 1, in each year, beginning [___________], 2019 (each such date being herein called an "Interest Payment Date"), and shall be computed on the basis of a 360-day year with 12 months of 30 days each. Interest shall be payable (but solely from the General Fees hereinafter described) on overdue principal (and premium, if any) on this bond and (to the extent legally enforceable) on any overdue installment of interest on this bond at the interest rate borne by this bond.

The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture hereinafter referred to, be paid to the person in whose name this bond is registered at the close of business on the Regular Record Date for such interest, which shall be the 15th day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the registered Holder on such Regular Record Date, and shall be paid to the person in whose name this bond is registered at the close of business on a Special Record Date for the payment of such defaulted interest to be fixed by the Trustee, notice of such Special Record Date being given to Bondholders not less than 10 days prior to such Special Record Date.

Interest on this bond which is payable on any Interest Payment Date shall be paid by check or draft mailed by the Trustee to the person entitled thereto at her or his address appearing in the Bond Register maintained by the Trustee. Such payment shall be deemed timely made if so mailed on the Interest Payment
Date (or, if such Interest Payment Date is not a Business Day, on the Business Day next following such Interest Payment Date). The principal of (and premium, if any, on) this bond and accrued interest on this bond due upon redemption on any date other than an Interest Payment Date shall be payable only upon surrender of this bond at the Principal Office of the Trustee. Upon the terms and conditions provided in the Indenture, the Holder of any Series 2018-B1 Bond in a principal amount of not less than $1,000,000 may request that payment of Debt Service on such Bond be made by wire transfer to an account of such Holder maintained at a bank in the continental United States or by any other method providing for same-day funds that is acceptable to the Trustee. All such payments shall be made in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts.

This bond is one of a duly authorized issue of bonds of the Issuer, aggregating $[_________] in principal amount, designated “The University of Alabama in Huntsville General Fee Revenue Bonds, Series 2018-B1” (the “Series 2018-B1 Bonds”) and issued under and pursuant to the constitution and laws of the State of Alabama, including particularly Section 16-3-28 of the Code of Alabama 1975, as amended, and a Trust Indenture dated November 1, 1989, as amended by a First Supplemental Indenture dated July 1, 1992, a Second Supplemental Indenture dated May 1, 1993, a Third Supplemental Indenture dated December 1, 1999, a Fourth Supplemental Indenture dated December 1, 2002, a Fifth Supplemental Indenture dated February 1, 2003, a Sixth Supplemental Indenture dated October 1, 2005, a Seventh Supplemental Indenture dated July 1, 2009, an Eighth Supplemental Indenture dated April 1, 2012, a Ninth Supplemental Indenture dated September 1, 2012, a Tenth Supplemental Indenture dated April 1, 2013, an Eleventh Supplemental Indenture dated December 1, 2014, a Twelfth Supplemental Indenture dated March 1, 2015, a Thirteenth Supplemental Indenture dated March 22, 2018, and a Fourteenth Indenture dated the date of the Series 2018-B1 Bonds (together, the “Indenture”) between the Issuer and U.S. Bank National Association, a national banking association, as successor to SouthTrust Bank (the “Trustee”, which term includes any successor trustee under the Indenture). Capitalized terms not otherwise defined herein shall have the meanings assigned in the Indenture.

The Indenture provides for the issuance of bonds in one or more series, all of which shall be equally and ratably secured by the Indenture. The Series 2018-B1 Bonds and all other bonds issued under the Indenture are herein collectively called the “Bonds.”

The Bonds are limited obligations of the Issuer payable solely out of the fees and charges now or hereafter levied against students enrolled at The University of Alabama in Huntsville, including without limitation general tuition and course fees, registration fees, laboratory fees, out-of-state fees and building fees (herein collectively referred to as the “General Fees”). Pursuant to the Indenture, the Issuer has assigned and pledged the General Fees to the Trustee as security for the payment of the Bonds, subject to prior pledges. The covenants and agreements contained in the Indenture and in the Bonds do not and shall never constitute or give rise to a charge against the general credit of the Issuer or funds appropriated to the Issuer by the State of Alabama.

Copies of the Indenture are on file at the Principal Office of the Trustee, and reference is hereby made to such instrument for a description of the properties pledged and assigned, the nature and extent of the security, the respective rights thereunder of the Holders of the Bonds, the Trustee and the Issuer, and the terms upon which the Bonds are, and are to be, authenticated and delivered.

In the manner and with the effect provided in the Indenture, the Series 2018-B1 Bonds are subject to redemption prior to maturity as follows:

1) **Optional Redemption.** The Series 2018-B1 Bonds are not subject to redemption prior to maturity at the option of the Issuer.
(2) [Mandatory Redemption of Series 2018-B1 Term Bonds. Series 2018-B1 Bonds maturing in [_____] (the “Series 2018-B1 Term Bonds”) shall be redeemed by the Issuer, at and for a redemption price equal to 100% of the principal amount to be redeemed plus accrued interest thereon to the redemption date, on September 1 in years and principal amounts (after credit as provided below) as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
</tr>
</thead>
</table>

Not less than 45 or more than 60 days prior to each mandatory redemption date with respect to Series 2018-B1 Term Bonds, the Trustee shall proceed to select for redemption, by lot, Series 2018-B1 Term Bonds or portions thereof in an aggregate principal amount equal to the amount required to be redeemed and shall call such Series 2018-B1 Term Bonds or portions thereof for redemption on such mandatory redemption date. The Issuer may, not less than 60 days prior to any such mandatory redemption date, direct that any or all of the following amounts be credited against the principal amount of Series 2018-B1 Term Bonds scheduled for redemption on such date: (i) the principal amount of Series 2018-B1 Term Bonds delivered by the Issuer to the Trustee for cancellation and not previously claimed as a credit; and (ii) the principal amount of Series 2018-B1 Term Bonds previously redeemed (other than Series 2018-B1 Term Bonds redeemed pursuant to this paragraph) and not previously claimed as a credit.]

Any redemption shall be made upon at least 30 days’ notice in the manner and upon the terms and conditions provided in the Indenture.

Except as otherwise provided with respect to mandatory redemption of Series 2018-B1 Term Bonds, if less than all Bonds Outstanding of this series are to be redeemed, the principal amount of Bonds of each maturity to be redeemed may be specified by the Issuer by written notice to the Trustee, or, in the absence of timely receipt by the Trustee of such notice, shall be selected by the Trustee by lot or by such other method as the Trustee shall deem fair and appropriate; provided, however, that the principal amount of Bonds of each maturity to be redeemed must be a multiple of the smallest authorized denomination of the Bonds of this series.

If less than all Bonds of this series with the same maturity are to be redeemed, the particular Bonds of such maturity to be redeemed shall be selected by the Trustee by lot or by such other method as the Trustee shall deem fair and appropriate and which may provide for the selection for redemption of portions (equal to the smallest authorized denomination of the Bonds of this series, or a multiple thereof) of the principal of Bonds of this series of such maturity of a denomination larger than the smallest authorized denomination.

Upon any partial redemption of any Bond, the same shall, except as otherwise permitted by the Indenture, be surrendered in exchange for one or more new Bonds of the same series and maturity, and in authorized form for the unredeemed portion of principal. Bonds (or portions thereof as aforesaid) for whose redemption and payment provision is made in accordance with the Indenture shall cease to bear interest from and after the date fixed for redemption.

If an “Event of Default”, as defined in the Indenture, shall occur, the principal of all Bonds then Outstanding may become or be declared due and payable in the manner and with the effect provided in the Indenture.
The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Issuer and the rights of the Holders of the Bonds at any time with the consent of a majority in aggregate principal amount of the Bonds at the time Outstanding affected by such modification. The Indenture also contains provisions permitting the Holders of specified percentages in principal amount of Bonds at the time Outstanding on behalf of the Holders of all the Bonds, to waive compliance by the Issuer with certain provisions of the Indenture and certain past defaults under such instrument and their consequences. Any such consent or waiver by the Holder of this bond shall be conclusive and binding upon such Holder and upon all future Holders of this bond and of any bond issued in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this bond.

The Holder of this bond shall have no right to enforce the provisions of the Indenture, or to institute any action to enforce the covenants therein, or to take any action with respect to any default thereunder, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

As provided in the Indenture and subject to certain limitations therein set forth, this bond is transferable on the Bond Register maintained at the Principal Office of the Trustee, upon surrender of this bond for transfer at such office, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Issuer and the Trustee duly executed by, the registered Holder hereof or his attorney duly authorized in writing, and thereupon one or more new Bonds of the same series and maturity, or of any authorized denominations and for a like aggregate principal amount, will be issued to the designated transferee or transferees.

The Bonds of this series are issuable in denominations of $5,000 and any multiple of $5,000 in excess thereof. As provided in the Indenture and subject to certain limitations therein set forth, Bonds of this series are exchangeable for other Bonds of the same series and maturity, or of any authorized denominations and of a like aggregate principal amount, as requested by the Holder surrendering the same.

No service charge shall be made for any transfer or exchange hereinbefore referred to, but the Issuer may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

The Issuer, the Trustee and any agent of the Issuer or the Trustee may treat the person in whose name this bond is registered as the owner hereof for the purpose of receiving payment as herein provided and for all other purposes, whether or not this bond is overdue, and neither the Issuer, the Trustee nor any agent shall be affected by notice to the contrary.

No covenant or agreement contained in this bond or the Indenture shall be deemed to be a covenant or agreement of any officer, agent or employee of the Issuer, and neither any member of the Issuer nor any officer executing this bond shall be liable personally on this bond or be subject to any personal liability or accountability by reason of the issuance of this bond.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and issuance of this bond do exist, have happened and have been performed in due time, form and manner as required by law.

Unless the certificate of authentication hereon has been executed by the Trustee by manual signature, this bond shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.
IN WITNESS WHEREOF, the Issuer has caused this bond to be duly executed under its corporate seal.

Dated: October [______], 2018.

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA

By: 

President of The University of Alabama in Huntsville

[SEAL]

Attest:

____________________________
Secretary

Certificate of Authentication

This is one of the Series 2018-B1 Bonds referred to in the within-mentioned Indenture.

Dated of authentication: ___________________________

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: ______________________________

Authorized Officer

Assignment

For value received __________________________ hereby sell(s), assign(s) and transfer(s) unto __________________________ this bond and hereby irrevocably constitute(s) and appoint(s) __________________________ attorney to transfer this bond on the books of the within named Issuer at the office of the within named Trustee, with full power of substitution in the premises.
Dated: __________________________

NOTE: The name signed to this assignment must correspond with the name of the payee written on the face of the within bond in every particular, without alteration, enlargement or change whatsoever.

Signature Guaranteed:

______________________________
(Bank, Trust Company or Firm*)

By: ____________________________
(Authorized Officer)

Medallion Number: ______________

*Signature(s) must be guaranteed by an eligible guarantor institution which is a member of a recognized signature guarantee program, i.e., Securities Transfer Agents Medallion Program (STAMP), Stock Exchanges Medallion Program (SEMP), or New York Stock Exchange Medallion Signature Program (MSP).

SECTION 2.05 Authentication and Delivery of Series 2018-B1 Bonds

Upon the execution and delivery of this Supplemental Indenture, Series 2018-B1 Bonds in the aggregate principal amount authorized in this Article may be executed by the Issuer and delivered to the Trustee for authentication, and shall thereupon be authenticated and delivered by the Trustee upon written order executed by an Authorized Issuer Representative.

SECTION 2.06 Book-Entry Only System; Payment Provisions

(a) The registration and payment of Series 2018-B1 Bonds shall be made pursuant to the Book-Entry Only System (the "Book-Entry Only System") administered by The Depository Trust Company ("DTC") in accordance with the Letter of Representations attached to and incorporated by reference in this Indenture as Exhibit A (the "Letter of Representations") until such System is terminated pursuant to Section 3.06(c).

(b) While Series 2018-B1 Bonds are in the Book-Entry Only System the following provisions shall apply for purposes of the Indenture and shall supersede any contrary provisions of the Indenture:

(1) Notwithstanding the fact that DTC may hold a single physical certificate for each stated maturity for purposes of the Book-Entry Only System, the term "Series 2018-B1 Bond" shall mean each separate Security (as defined in the Letter of Representations) issued
pursuant to the Book-Entry Only System, and the term "Holder" shall mean the person identified on the records of DTC as the owner of the related Security.

(2) The terms and limitations of this Indenture with respect to each separate Series 2018-B1 Bond shall be applicable to each separate Security registered under the Book-Entry Only System.

(3) All notices under this Indenture to Holders of Series 2018-B1 Bonds from any other Financing Participant shall be delivered by such Financing Participant to DTC for distribution by DTC in accordance with the Letter of Representations. All notices under this Indenture to or from a Financing Participant other than a Holder of a Series 2018-B1 Bond shall be delivered directly to the Financing Participant as provided in this Indenture and shall not be delivered through DTC or the Book-Entry Only System.

(4) All payments of Debt Service on the Series 2018-B1 Bonds shall be made by the Trustee to DTC and shall be made by DTC to the Participants (as such term is defined in the Letter of Representations) as provided in the Letter of Representations. All such payments shall be valid and effective fully to satisfy and discharge the Issuer's obligations with respect to such payments.

(c) If the Issuer and the Trustee concur that it would be in the best interests of the Holders of the Series 2018-B1 Bonds for the Book-Entry Only System to be discontinued (in whole or in part), such Book-Entry Only System shall be discontinued (in whole or in part) in accordance with the provisions of the Letter of Representations. In addition, the Book-Entry Only System may be discontinued (in whole or in part) at any time by any Financing Participant acting alone in accordance with the Letter of Representations.

(d) If the Book-Entry Only System is discontinued, except as otherwise provided in this Section with respect to Wire Transfer rights, payment of interest on the Series 2018-B1 Bonds which is due on any Interest Payment Date shall be made by check or draft mailed by the Trustee to the persons entitled thereto at their addresses appearing in the Bond Register. Such payments of interest shall be deemed timely made if so mailed on the Interest Payment Date (or, if such Interest Payment Date is not a Business Day, on the Business Day next following such Interest Payment Date). Payment of the principal of (and premium, if any, on) the Series 2018-B1 Bonds and payment of accrued interest on the Series 2018-B1 Bonds due upon redemption on any date other than an Interest Payment Date shall be made only upon surrender thereof at the Office of the Trustee.

(e) Upon the written request of the Holder of Series 2018-B1 Bonds in an aggregate principal amount of not less than $1,000,000, the Trustee will make payment of the Debt Service due on such Series 2018-B1 Bonds by Wire Transfer, provided that:

(1) such request contains adequate instructions for the method of payment, and

(2) payment of the principal of (and redemption premium, if any, on) such Series 2018-B1 Bonds and payment of the accrued interest on such Series 2018-B1 Bonds due upon redemption on any date other than an Interest Payment Date shall be made only upon surrender of such Series 2018-B1 Bonds to the Trustee and payment.
ARTICLE 3 Series 2018-B2 Bonds

Note: If the Series 2018-B2 Bonds are delivered in Loan Form (per the 2018-A2 Notice of Sale contained in the Preliminary Official Statement for the Series 2018-B Bonds), then the provisions set forth on Appendix 2018-A2 shall apply and, upon pricing and sale of the Series 2018-B2 Bonds, the provisions in said Appendix 2018-A2 shall be substituted for this Article 3.

SECTION 3.01 Specific Title, Terms and Forms

(a) There shall be an initial series of Bonds entitled “The University of Alabama in Huntsville General Fee Revenue Bonds, Series 2018-B2” (herein called the “Series 2018-B2 Bonds”). The aggregate principal amount of the Series 2018-B2 Bonds which may be authenticated and delivered and Outstanding is limited to $[__________].


(c) The Series 2018-B2 Bonds shall mature and become payable on September 1 in the years and amounts shown below. All Series 2018-B2 Bonds with the same maturity and CUSIP designation shall bear interest at the same rate. The principal amount of Series 2018-B2 Bonds maturing on each maturity date and the applicable rate of interest for the Series 2018-B2 Bonds of each maturity are as follows:

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<tr>
<th>Maturity (September 1)</th>
<th>Principal Amount</th>
<th>Interest Rate</th>
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<td>2048</td>
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(d) Interest on the Series 2018-B2 Bonds which is payable, and punctually paid or duly provided for, on any Interest Payment Date shall be paid by check or draft mailed by the Trustee to the
persons entitled thereto at their addresses appearing in the Bond Register. Such payments of interest shall be deemed timely made if so mailed on the Interest Payment Date (or, if such Interest Payment Date is not a Business Day, on the Business Day next following such Interest Payment Date). Principal of (and premium, if any, on) the Series 2018-B2 Bonds and accrued interest on the Series 2018-B2 Bonds due upon redemption on any date other than an Interest Payment Date shall be payable only upon surrender thereof at the Principal Office of the Trustee or at the office of any other Paying Agent therefor.

(e) Subsection (d) of this Section to the contrary notwithstanding, upon the written request of the Holder of any Series 2018-B2 Bond in a principal amount of not less than $1,000,000, the Trustee will make payment of the Debt Service due on such Bond on any Bond Payment Date by wire transfer to an account of such Holder maintained at a bank in the continental United States or by any other method providing for payment in same-day funds that is acceptable to the Trustee, provided that:

(1) such written request contains adequate instructions for the method of payment, and

(2) payment of the principal of (and redemption premium, if any, on) such Bond and payment of accrued interest on such Bond due upon redemption on any date other than an Interest Payment Date shall be made only upon surrender of such Bond to the Trustee.

(f) The Regular Record Date referred to in Section 4.09 of the Original Indenture for the payment of interest on the Series 2018-B2 Bonds payable, and punctually paid or duly provided for, on any Interest Payment Date shall be the 15th day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date.

SECTION 3.02 Exchangeability

Subject to Section 4.07 of the Original Indenture, all Series 2018-B2 Bonds shall, upon surrender at the Principal Office of the Trustee, be exchangeable for a like aggregate principal amount of Series 2018-B2 Bonds, of any authorized denominations and of the same maturity and interest rate, as requested by the Holders surrendering the same. The Issuer will execute, and the Trustee shall authenticate and deliver, Series 2018-B2 Bonds whenever the same are required for any exchange.

SECTION 3.03 Redemption


SECTION 3.04 Form of Series 2018-B2 Bonds

The Series 2018-B2 Bonds and the Trustee’s certificate of authentication shall be substantially in the following form, with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by the Indenture:
[Form of Series 2018-B2 Bonds]

THE BOARD OF TRUSTEES OF
THE UNIVERSITY OF ALABAMA

THE UNIVERSITY OF ALABAMA IN HUNTSVILLE
GENERAL FEE REVENUE BONDS, SERIES 2018-B2

No.________________________ $______________

Maturity Date: ________

_____%

Interest Rate:

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA, a public corporation and instrumentality of the State of Alabama (the “Issuer”, which term includes any successor corporation under the Indenture hereinafter referred to), for value received, hereby promises to pay (but solely from the source hereinafter described) to

CEDE & CO.,

or registered assigns, the principal sum of

_________________________ DOLLARS

on the maturity date specified above and to pay (but solely from the source hereinafter described) interest hereon from the date hereof until the principal hereof shall become due and payable at the per annum rate of interest specified above. Interest shall be payable on September 1 and March 1, in each year, beginning [_______]1, 2019 (each such date being herein called an “Interest Payment Date”), and shall be computed on the basis of a 360-day year with 12 months of 30 days each. Interest shall be payable (but solely from the General Fees hereinafter described) on overdue principal (and premium, if any) on this bond and (to the extent legally enforceable) on any overdue installment of interest on this bond at the interest rate borne by this bond.

The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture hereinafter referred to, be paid to the person in whose name this bond is registered at the close of business on the Regular Record Date for such interest, which shall be the 15th day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the registered Holder on such Regular Record Date, and shall be paid to the person in whose name this bond is registered at the close of business on a Special Record Date for the payment of such defaulted interest to be fixed by the Trustee, notice of such Special Record Date being given to Bondholders not less than 10 days prior to such Special Record Date.

Interest on this bond which is payable on any Interest Payment Date shall be paid by check or draft mailed by the Trustee to the person entitled thereto at her or his address appearing in the Bond Register
maintained by the Trustee. Such payment shall be deemed timely made if so mailed on the Interest Payment Date (or, if such Interest Payment Date is not a Business Day, on the Business Day next following such Interest Payment Date). The principal of (and premium, if any, on) this bond and accrued interest on this bond due upon redemption on any date other than an Interest Payment Date shall be payable only upon surrender of this bond at the Principal Office of the Trustee. Upon the terms and conditions provided in the Indenture, the Holder of any Series 2018-B2 Bond in a principal amount of not less than $1,000,000 may request that payment of Debt Service on such Bond be made by wire transfer to an account of such Holder maintained at a bank in the continental United States or by any other method providing for same-day funds that is acceptable to the Trustee. All such payments shall be made in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts.

This bond is one of a duly authorized issue of bonds of the Issuer, aggregating $[_________] in principal amount, designated “The University of Alabama in Huntsville General Fee Revenue Bonds, Series 2018-B2” (the “Series 2018-B2 Bonds”) and issued under and pursuant to the constitution and laws of the State of Alabama, including particularly Section 16-3-28 of the Code of Alabama 1975, and a Trust Indenture dated November 1, 1989, as amended by a First Supplemental Indenture dated July 1, 1992, a Second Supplemental Indenture dated May 1, 1993, a Third Supplemental Indenture dated December 1, 1999, a Fourth Supplemental Indenture dated December 1, 2002, a Fifth Supplemental Indenture dated February 1, 2003, a Sixth Supplemental Indenture dated October 1, 2005, a Seventh Supplemental Indenture dated July 1, 2009, an Eighth Supplemental Indenture dated April 1, 2012, a Ninth Supplemental Indenture dated September 1, 2012, a Tenth Supplemental Indenture dated April 1, 2013, an Eleventh Supplemental Indenture dated December 1, 2014, a Twelfth Supplemental Indenture dated March 1, 2015, a Thirteenth Supplemental Indenture dated March 22, 2018, and a Fourteenth Supplemental Indenture dated the date of the Series 2018-B2 Bonds (together, the “Indenture”) between the Issuer and U.S. Bank National Association, a national banking association, as successor to SouthTrust Bank (the “Trustee”), which term includes any successor trustee under the Indenture). Capitalized terms not otherwise defined herein shall have the meanings assigned in the Indenture.

The Indenture provides for the issuance of bonds in one or more series, all of which shall be equally and ratably secured by the Indenture. The Series 2018-B2 Bonds and all other bonds issued under the Indenture are herein collectively called the “Bonds.”

The Bonds are limited obligations of the Issuer payable solely out of the fees and charges now or hereafter levied against students enrolled at The University of Alabama in Huntsville, including without limitation general tuition and course fees, registration fees, laboratory fees, out-of-state fees and building fees (herein collectively referred to as the “General Fees”). Pursuant to the Indenture, the Issuer has assigned and pledged the General Fees to the Trustee as security for the payment of the Bonds, subject to prior pledges. The covenants and agreements contained in the Indenture and in the Bonds do not and shall never constitute or give rise to a charge against the general credit of the Issuer or funds appropriated to the Issuer by the State of Alabama.

Copies of the Indenture are on file at the Principal Office of the Trustee, and reference is hereby made to such instrument for a description of the properties pledged and assigned, the nature and extent of the security, the respective rights thereunder of the Holders of the Bonds, the Trustee and the Issuer, and the terms upon which the Bonds are, and are to be, authenticated and delivered.

In the manner and with the effect provided in the Indenture, the Series 2018-B2 Bonds are subject to redemption prior to maturity as follows:

(1) **Optional Redemption.** The Series 2018-B2 Bonds maturing after September 1, 2029, or any smaller principal amount of such Series 2018-B2 Bonds that is a multiple of the
smallest authorized denomination, may be redeemed at the option of the Issuer on or after
September 1, 2028, at a redemption price (expressed as a percentage of principal amount redeemed)
of 100% plus accrued interest to the redemption date.

Bonds maturing in [_____] (the “Series 2018-B2 Term Bonds”) shall be redeemed by the Issuer, at
and for a redemption price equal to 100% of the principal amount to be redeemed plus accrued
interest thereon to the redemption date, on September 1 in years and principal amounts (after credit
as provided below) as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
</tr>
</thead>
</table>

Not less than 45 or more than 60 days prior to each mandatory redemption date with respect to
Series 2018-B2 Term Bonds, the Trustee shall proceed to select for redemption, by lot, Series 2018-
B2 Term Bonds or portions thereof in an aggregate principal amount equal to the amount required
to be redeemed and shall call such Series 2018-B2 Term Bonds or portions thereof for redemption
on such mandatory redemption date. The Issuer may, not less than 60 days prior to any such
mandatory redemption date, direct that any or all of the following amounts be credited against the
principal amount of Series 2018-B2 Term Bonds scheduled for redemption on such date: (i) the
principal amount of Series 2018-B2 Term Bonds delivered by the Issuer to the Trustee for
cancellation and not previously claimed as a credit; and (ii) the principal amount of Series 2018-
B2 Term Bonds previously redeemed (other than Series 2018-B2 Term Bonds redeemed pursuant
to this paragraph) and not previously claimed as a credit.]

Any redemption shall be made upon at least 30 days’ notice in the manner and upon the terms and
conditions provided in the Indenture.

Except as otherwise provided with respect to mandatory redemption of Series 2018-B2 Term
Bonds, if less than all Bonds Outstanding of this series are to be redeemed, the principal amount of Bonds
of each maturity to be redeemed may be specified by the Issuer by written notice to the Trustee, or, in the
absence of timely receipt by the Trustee of such notice, shall be selected by the Trustee by lot or by such
other method as the Trustee shall deem fair and appropriate; provided, however, that the principal amount
of Bonds of each maturity to be redeemed must be a multiple of the smallest authorized denomination of
the Bonds of this series.

If less than all Bonds of this series with the same maturity are to be redeemed, the particular Bonds
of such maturity to be redeemed shall be selected by the Trustee by lot or by such other method as the
Trustee shall deem fair and appropriate and which may provide for the selection for redemption of portions
(equal to the smallest authorized denomination of the Bonds of this series, or a multiple thereof) of the
principal of Bonds of this series of such maturity of a denomination larger than the smallest authorized
denomination.

Upon any partial redemption of any Bond, the same shall, except as otherwise permitted by the
Indenture, be surrendered in exchange for one or more new Bonds of the same series and maturity, and in
authorized form for the unredeemed portion of principal. Bonds (or portions thereof as aforesaid) for whose
redemption and payment provision is made in accordance with the Indenture shall cease to bear interest
from and after the date fixed for redemption.
If an "Event of Default", as defined in the Indenture, shall occur, the principal of all Bonds then Outstanding may become or be declared due and payable in the manner and with the effect provided in the Indenture.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Issuer and the rights of the Holders of the Bonds at any time with the consent of a majority in aggregate principal amount of the Bonds at the time Outstanding affected by such modification. The Indenture also contains provisions permitting the Holders of specified percentages in principal amount of Bonds at the time Outstanding on behalf of the Holders of all the Bonds, to waive compliance by the Issuer with certain provisions of the Indenture and certain past defaults under such instrument and their consequences. Any such consent or waiver by the Holder of this bond shall be conclusive and binding upon such Holder and upon all future Holders of this bond and of any bond issued in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this bond.

The Holder of this bond shall have no right to enforce the provisions of the Indenture, or to institute any action to enforce the covenants therein, or to take any action with respect to any default thereunder, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

As provided in the Indenture and subject to certain limitations therein set forth, this bond is transferable on the Bond Register maintained at the Principal Office of the Trustee, upon surrender of this bond for transfer at such office, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Issuer and the Trustee duly executed by, the registered Holder hereof or his attorney duly authorized in writing, and thereupon one or more new Bonds of the same series and maturity, of any authorized denominations and for a like aggregate principal amount, will be issued to the designated transferee or transferees.

The Bonds of this series are issuable in denominations of $5,000 and any multiple of $5,000 in excess thereof. As provided in the Indenture and subject to certain limitations therein set forth, Bonds of this series are exchangeable for other Bonds of the same series and maturity, of any authorized denominations and of a like aggregate principal amount, as requested by the Holder surrendering the same.

No service charge shall be made for any transfer or exchange hereinbefore referred to, but the Issuer may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

The Issuer, the Trustee and any agent of the Issuer or the Trustee may treat the person in whose name this bond is registered as the owner hereof for the purpose of receiving payment as herein provided and for all other purposes, whether or not this bond is overdue, and neither the Issuer, the Trustee nor any agent shall be affected by notice to the contrary.

No covenant or agreement contained in this bond or the Indenture shall be deemed to be a covenant or agreement of any officer, agent or employee of the Issuer, and neither any member of the Issuer nor any officer executing this bond shall be liable personally on this bond or be subject to any personal liability or accountability by reason of the issuance of this bond.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and issuance of this bond do exist, have happened and have been performed in due time, form and manner as required by law.
Unless the certificate of authentication hereon has been executed by the Trustee by manual signature, this bond shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Issuer has caused this bond to be duly executed under its corporate seal.

Dated: October [____], 2018.

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA

By: ____________________________
    President of The University of Alabama in Huntsville

[SEAL]

Attest:

______________________________
Secretary

Certificate of Authentication

This is one of the Series 2018-B2 Bonds referred to in the within-mentioned Indenture.

Dated of authentication: ________________________________

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: ________________________________
    Authorized Officer

Assignment

For value received ________________________________ hereby sell(s), assign(s) and transfer(s) unto ________________________________ this bond and hereby irrevocably constitute(s) and appoint(s)
attorney to transfer this bond on the books of the within named
Issuer at the office of the within named Trustee, with full power of substitution in the premises.

Dated: ______________________

NOTE: The name signed to this assignment must correspond with the name of the payee written on the face of the within bond in every particular, without alteration, enlargement or change whatsoever.

Signature Guaranteed: ______________________

(Bank, Trust Company or Firm*)

By: ______________________

(Authorized Officer)

Medallion Number: ______________________
*Signature(s) must be guaranteed by an eligible guarantor institution which is a member of a recognized signature guarantee program, i.e., Securities Transfer Agents Medallion Program (STAMP), Stock Exchanges Medallion Program (SEMP), or New York Stock Exchange Medallion Signature Program (MSP).

SECTION 3.05 Authentication and Delivery of Series 2018-B2 Bonds

Upon the execution and delivery of this Supplemental Indenture, Series 2018-B2 Bonds in the aggregate principal amount authorized in this Article may be executed by the Issuer and delivered to the Trustee for authentication, and shall thereupon be authenticated and delivered by the Trustee upon written order executed by an Authorized Issuer Representative.

SECTION 3.06 Book-Entry Only System; Payment Provisions

(a) The registration and payment of Series 2018-B2 Bonds shall be made pursuant to the Book-Entry Only System (the "Book-Entry Only System") administered by The Depository Trust Company ("DTC") in accordance with the Letter of Representations attached to and incorporated by reference in this Indenture as Exhibit A (the "Letter of Representations") until such System is terminated pursuant to Section 3.06(c).

(b) While Series 2018-B2 Bonds are in the Book-Entry Only System the following provisions shall apply for purposes of the Indenture and shall supersede any contrary provisions of the Indenture:
(1) Notwithstanding the fact that DTC may hold a single physical certificate for each stated maturity for purposes of the Book-Entry Only System, the term "Series 2018-B2 Bond" shall mean each separate Security (as defined in the Letter of Representations) issued pursuant to the Book-Entry Only System, and the term "Holder" shall mean the person identified on the records of DTC as the owner of the related Security.

(2) The terms and limitations of this Indenture with respect to each separate Series 2018-B2 Bond shall be applicable to each separate Security registered under the Book-Entry Only System.

(3) All notices under this Indenture to Holders of Series 2018-B2 Bonds from any other Financing Participant shall be delivered by such Financing Participant to DTC for distribution by DTC in accordance with the Letter of Representations. All notices under this Indenture to or from a Financing Participant other than a Holder of a Series 2018-B2 Bond shall be delivered directly to the Financing Participant as provided in this Indenture and shall not be delivered through DTC or the Book-Entry Only System.

(4) All payments of Debt Service on the Series 2018-B2 Bonds shall be made by the Trustee to DTC and shall be made by DTC to the Participants (as such term is defined in the Letter of Representations) as provided in the Letter of Representations. All such payments shall be valid and effective fully to satisfy and discharge the Issuer's obligations with respect to such payments.

(c) If the Issuer and the Trustee concur that it would be in the best interests of the Holders of the Series 2018-B2 Bonds for the Book-Entry Only System to be discontinued (in whole or in part), such Book-Entry Only System shall be discontinued (in whole or in part) in accordance with the provisions of the Letter of Representations. In addition, the Book-Entry Only System may be discontinued (in whole or in part) at any time by any Financing Participant acting alone in accordance with the Letter of Representations.

(d) If the Book-Entry Only System is discontinued, except as otherwise provided in this Section with respect to Wire Transfer rights, payment of interest on the Series 2018-B2 Bonds which is due on any Interest Payment Date shall be made by check or draft mailed by the Trustee to the persons entitled thereto at their addresses appearing in the Bond Register. Such payments of interest shall be deemed timely made if so mailed on the Interest Payment Date (or, if such Interest Payment Date is not a Business Day, on the Business Day next following such Interest Payment Date). Payment of the principal of (and premium, if any, on) the Series 2018-B2 Bonds and payment of accrued interest on the Series 2018-B2 Bonds due upon redemption on any date other than an Interest Payment Date shall be made only upon surrender thereof at the Office of the Trustee.

(e) Upon the written request of the Holder of Series 2018-B2 Bonds in an aggregate principal amount of not less than $1,000,000, the Trustee will make payment of the Debt Service due on such Series 2018-B2 Bonds by Wire Transfer, provided that:

(1) such request contains adequate instructions for the method of payment, and

(2) payment of the principal of (and redemption premium, if any, on) such Series 2018-B2 Bonds and payment of the accrued interest on such Series 2018-B2 Bonds due upon redemption on any date other than an Interest
Payment Date shall be made only upon surrender of such Series 2018-B2 Bonds to the Trustee and payment.

ARTICLE 4

Application of Proceeds and Tax Certificate and Agreement

SECTION 4.01 Application of Proceeds

The proceeds from the sale of the Series 2018-B Bonds to the original purchaser or purchasers thereof shall be paid to the Trustee and applied by the Trustee as follows:

(1) that portion that is allocable to accrued interest, if any, on the Series 2018-B Bonds shall be deposited into the Bond Fund;

(2) the balance of such proceeds shall be transferred as directed by an Authorized Issuer Representative in a closing statement executed upon delivery of the Series 2018-B Bonds, and shall be applied to the payment of the costs of the 2018-B Capital Improvements and the Series 2018-B Costs of Issuance. Any amount remaining after payment of the Series 2018-B Costs of Issuance shall be applied by the Issuer to the interest due on the Series 2018-B Bonds.

SECTION 4.02 Tax Certificate and Agreement

The Issuer will comply with the covenants and agreements on its part contained in the Tax Compliance Agreement and Certificate.

ARTICLE 5

The General Fees

SECTION 5.01 Representations and Warranties With Respect to Existing Liens on General Fees

(a) The Issuer hereby warrants and represents that the General Fees have not been heretofore pledged or assigned for the benefit of any outstanding bonds, securities or other obligations except for (i) the pledge and assignment under the Indenture and (ii) the pledge and assignment of the General Fees for the benefit of the Subordinate Bonds.

(b) The pledge and assignment of the General Fees for the benefit of the Subordinate Bonds is subordinate to the pledge and assignment of the General Fees under the Indenture.

SECTION 5.02 Deposits into the Bond Fund

There shall be paid into the Bond Fund from the General Fees the following amounts on the following dates:

(a) Simultaneously with the delivery of the Series 2018-B Bonds to the original purchaser or purchasers thereof, the Issuer shall deposit in the Bond Fund the amount received, if any, as accrued interest on the Series 2018-B Bonds.
(b) On or before the last Business Day prior to each Bond Payment Date with respect to the Series 2018-B Bonds, the Issuer shall deposit in the Bond Fund an amount equal to Debt Service on the Series 2018-B Bonds due and payable on such Bond Payment Date.

(c) All deposits to the Bond Fund required by this Section shall be made in funds immediately available to the Trustee at its Principal Office not later than the Business Day prior to the related Bond Payment Date.
IN WITNESS WHEREOF, the Issuer and the Trustee have caused this instrument to be duly executed, and their respective corporate seals to be hereunto affixed and attested.

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA
By: ____________________________
    Robert A. Altenkirch, President of UAH

[SEAL]

Attest:

__________________________________________
Secretary

U.S. BANK NATIONAL ASSOCIATION

By: ____________________________

Its: ____________________________

[SEAL]

Attest:

__________________________________________
Its: ____________________________

This instrument was prepared by:

Rod Kanter
Bradley Arant Boult Cummings LLP
1819 5th Avenue North
Birmingham, Alabama 35213
(205) 521-8517
STATE OF ALABAMA
MADISON COUNTY

I, _____________, a Notary Public in and for said County in said State, do hereby certify that Robert A. Altenkirch, whose name as President of The University of Alabama in Huntsville, for and on behalf of THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA, a public corporation and instrumentality of the State of Alabama, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said public corporation.

Given under my hand this ___ day of ________, ____.

______________________________
Notary Public

NOTARIAL SEAL

My commission expires: ____________
STATE OF ALABAMA

___________ COUNTY

I, ____________________________, a Notary Public in and for said County in said State, do hereby certify that ______________________, whose name as ____________________________ of U.S. BANK NATIONAL ASSOCIATION, a national banking association, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said banking association.

Given under my hand this _____ day of ______________________, ___.

________________________________
Notary Public

NOTARIAL SEAL

My commission expires: ____________________
STATE OF ALABAMA
__________ COUNTY

I, ________________________, a Notary Public in and for said County in said State, do hereby certify that Robert A. Altenkirch, whose name as President of The University of Alabama in Huntsville, for and on behalf of THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA, a public corporation and instrumentality of the State of Alabama, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said public corporation.

Given under my hand this ____ day of ____________, 20____.

__________________________________________
Notary Public

NOTARIAL SEAL

My commission expires: ______________________

STATE OF ALABAMA
JEFFERSON COUNTY

I, ________________________, a Notary Public in and for said County in said State, do hereby certify that ________________________, whose name as __________________ of U.S. BANK NATIONAL ASSOCIATION, a national banking association, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said banking association.

[Given under my hand this ____ day of ____________, 20____.]

__________________________________________
Notary Public

NOTARIAL SEAL

My commission expires: ______________________
APPENDIX 2018-A1

ARTICLE 2

Series 2018-B1 Bonds

SECTION 2.01 Specific Title, Terms and Forms

(a) There shall be an initial series of Bonds entitled "The University of Alabama in Huntsville General Fee Revenue Bond, Series 2018-B1" in the principal amount of $[__________], as a fully registered Bond, without coupon, in the amount of the entire outstanding authorized amount of such Bond and in the form of a single typewritten instrument (the "Series 2018-B1 Bond").

(b) The Series 2018-B1 Bond shall bear interest at the per annum rate of [____]%.

(c) The form of Series 2018-B1 Bond shall be substantially as set forth herein in Section 2.03, with such insertions, omissions, substitutions and variations as may be necessary to set forth the applicable terms of the Series 2018-B1 Bond established by this Indenture, and as may be determined by the officers executing the same, as evidenced by their execution thereof.

(d) The Series 2018-B1 Bond will not be issued pursuant to the Book-Entry System, and the Series 2018-B1 Bond will not have a CUSIP number.
(e) The initial Holder and any subsequent Holder of the Series 2018-B1 Bond will be required to enter into a Direct Payment Agreement with the Board and the Trustee in the form described in Section 2.02 of this Supplemental Indenture.

(f) The Regular Record Date referred to in Section 4.09 of the Original Indenture for the payment of interest on the Series 2018-B1 Bond payable, and punctually paid or duly provided for, on any Interest Payment Date shall be the Interest Payment Date.

SECTION 2.02 Direct Payment Agreement

The Series 2018-B1 Bond is being issued to evidence a loan being made to the Board by the Holder of the Outstanding Series 2018-B1 Bond. The Trustee, the Board and the Holder of the Series 2018-B1 Bond will enter into an agreement (the "Direct Payment Agreement") with terms substantially as follows:

(1) The Holder must certify that (A) it is a financial institution with knowledge and experience in financial matters and is capable of evaluating the merits and risks of making the loan, (B) it is making the loan to the Board, and purchasing the Series 2018-B1 Bond as evidence of such loan, for its own account, provided that it reserves the right to sell or transfer the Series 2018-B1 Bond or sell participation interests or similar interests to other financial institutions with similar knowledge and experience, and (C) it does not intend to reoffer the Series 2018-B1 Bond to the public.

(2) All regularly scheduled payments of principal and interest on the Series 2018-B1 Bond shall be made by the Board directly to the Holder of the Series 2018-B1 Bond on the date such principal and interest is due.

(3) If the Holder fails to receive any payment of principal or interest due on the Series 2018-B1 Bond, it shall notify the Trustee in writing; provided, however, that neither the failure to provide such notice nor any delay in such notice shall affect the Holder's right to receive such payments or any rights of the Holder under the Indenture with respect to the Series 2018-B1 Bond. Unless and until the Trustee has received written notice from the Holder that the Board has failed to make any such payment when due, the Trustee may conclusively presume that all payments due on the Series 2018-B1 Bond have been made as required by the Series 2018-B1 Bond and the Indenture.

(4) If the Holder of the Series 2018-B1 Bond presents the Series 2018-B1 Bond to the Trustee for registration of transfer, the Holder shall certify to the Trustee (i) that all payments on the Series 2018-B1 Bond are current (or, if any payments are delinquent, shall specify the amount and due date of each past due payment) and (ii) the principal balance due on the Series 2018-B1 Bond.

(5) Notwithstanding the provisions of Section 8.01 of the Original Indenture, the Board shall not be required to make deposits to the Bond Fund with respect to debt service payable on the Series 2018-B1 Bond; provided, however, that if any Event of Default exists under this Indenture, the Trustee may, by notice to the Board and the Holder, terminate the Direct Payment Agreement. Thereafter, the Board shall deposit in the Bond Fund when due the amount required for payment of principal and interest on the Series 2018-B1 Bond and the Trustee shall make payments of debt service on the Series 2018-B1 Bond an all other Bonds outstanding under the Indenture in accordance with the parity provisions of the Indenture.

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(6) The Board shall agree to indemnify the Trustee for, and hold the Trustee harmless against, any loss, liability or expense (including reasonable attorneys’ fees, costs and expenses) incurred without bad faith or willful misconduct on its part arising out of the execution and delivery of the Direct Payment Agreement, the action or inaction of any other party to the Direct Payment Agreement, or the Trustee’s reliance on the terms of the Direct Payment Agreement. Such indemnification shall survive the termination of the Indenture or the resignation or removal of the Trustee.

SECTION 2.03 Form of Series 2018-B1 Bond

The Series 2018-B1 Bond and the Trustee’s certificate of authentication shall be substantially in the following form, with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by the Indenture:

[Form of Series 2018-B1 Bond]

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA

THE UNIVERSITY OF ALABAMA IN HUNTSVILLE
GENERAL FEE REVENUE BOND, SERIES 2018-B1

$________

Maturity Date: __________  Interest Rate: ________

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA, a public corporation and instrumentality of the State of Alabama (the “Issuer”, which term includes any successor corporation under the Indenture hereinafter referred to), for value received, hereby promises to pay (but solely from the source hereinafter described) to

__________________________________________,
or registered assigns, the principal sum of

__________________________________________,
on the maturity date specified above and to pay (but solely from the source hereinafter described) interest hereon from the date hereof until the principal hereof shall become due and payable at the per annum rate of interest specified above. Interest shall be payable on September 1 and March 1, in each year, beginning September 1, 2018 (each such date being herein called an “Interest Payment Date”), and shall be computed on the basis of a 360-day year with 12 months of 30 days each. Interest shall be payable (but solely from the General Fees hereinafter described) on overdue principal (and premium, if any) on this bond and (to the extent legally enforceable) on any overdue installment of interest on this bond at the interest rate borne by this bond. The principal amount shall be payable in installments on September 1 in the years and amounts as follows:

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Any transferee of this bond takes it subject to all payments of principal and interest in face made with respect hereto.

The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture hereinafter referred to, be paid to the person in whose name this bond is registered at the close of business on the Regular Record Date for such interest, which shall be the Interest Payment Date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the registered Holder on such Regular Record Date, and shall be paid to the person in whose name this bond is registered at the close of business on a Special Record Date for the payment of such defaulted interest to be fixed by the Trustee, notice of such Special Record Date being given to Bondholders not less than 10 days prior to such Special Record Date.

Interest on this bond which is payable on any Interest Payment Date shall be paid in accordance with the Direct Payment Agreement described in the Indenture. The principal of (and premium, if any, on) this bond and accrued interest on this bond due upon redemption on any date other than an Interest Payment Date shall be payable only upon surrender of this bond at the Principal Office of the Trustee. All such payments shall be made in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts.

This bond is of $_______ in principal amount, designated “The University of Alabama in Huntsville General Fee Revenue Bond, Series 2018-B1” (the “Series 2018-B1 Bond”) and issued under and pursuant to the constitution and laws of the State of Alabama, including particularly Section 16-3-28 of the Code of Alabama 1975, as amended, and a Trust Indenture dated November 1, 1989, as amended by a First Supplemental Indenture dated July 1, 1992, a Second Supplemental Indenture dated May 1, 1993, a Third Supplemental Indenture dated December 1, 1999, a Fourth Supplemental Indenture dated December 1, 2002, a Fifth Supplemental Indenture dated February 1, 2003, a Sixth Supplemental Indenture dated October 1, 2005, a Seventh Supplemental Indenture dated July 1, 2009, an Eighth Supplemental Indenture dated April 1, 2012, a Ninth Supplemental Indenture dated September 1, 2012, a Tenth Supplemental Indenture dated April 1, 2018, an Eleventh Supplemental Indenture dated December 1, 2014, a Twelfth Supplemental Indenture dated March 1, 2015, a Thirteenth Supplemental Indenture dated March 22, 2018, and a Fourteenth Supplemental Indenture dated the date of the Series 2018-B1 Bonds (together, the “Indenture”) between the Issuer and U.S. Bank National Association, a national banking association, as successor to SouthTrust Bank (the “Trustee”, which term includes any successor trustee under the Indenture). Capitalized terms not otherwise defined herein shall have the meanings assigned in the Indenture.
The Indenture provides for the issuance of bonds in one or more series, all of which shall be equally and ratably secured by the Indenture. The Series 2018-B1 Bond and all other bonds issued under the Indenture are herein collectively call the “Bonds”.

The Bonds are limited obligations of the Issuer payable solely out of the fees and charges now or hereafter levied against students enrolled at The University of Alabama in Huntsville, including without limitation general tuition and course fees, registration fees, laboratory fees, out-of-state fees and building fees (herein collectively referred to as the “General Fees”). Pursuant to the Indenture, the Issuer has assigned and pledged the General Fees to the Trustee as security for the payment of the Bonds, subject to prior pledges. The covenants and agreements contained in the Indenture and in the Bonds do not and shall never constitute or give rise to a charge against the general credit of the Issuer or funds appropriated to the Issuer by the State of Alabama.

Copies of the Indenture are on file at the Principal Office of the Trustee, and reference is hereby made to such instrument for a description of the properties pledged and assigned, the nature and extent of the security, the respective rights thereunder of the Holders of the Bonds, the Trustee and the Issuer, and the terms upon which the Bonds are, and are to be, authenticated and delivered.

Payment

Payment of principal and interest on this bond due on any Interest Payment Date or principal payment date shall be made by the Issuer pursuant to the Direct Payment Agreement. All such payments to the Holder of principal of and interest on this bond shall be valid and effectual to satisfy and discharge the liability of the Issuer and the Trustee to the extent of the amounts so paid.

No Prepayment

This bond will not be subject to prepayment prior to maturity.

If an “Event of Default”, as defined in the Indenture, shall occur, the principal of all Bonds then Outstanding may become or be declared due and payable in the manner and with the effect provided in the Indenture.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Issuer and the rights of the Holders of the Bonds at any time with the consent of a majority in aggregate principal amount of the Bonds at the time Outstanding affected by such modification. The Indenture also contains provisions permitting the Holders of specified percentages in principal amount of Bonds at the time Outstanding on behalf of the Holders of all the Bonds, to waive compliance by the Issuer with certain provisions of the Indenture and certain past defaults under such instrument and their consequences. Any such consent or waiver by the Holder of this bond shall be conclusive and binding upon such Holder and upon all future Holders of this bond and of any bond issued in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this bond.

The Holder of this bond shall have no right to enforce the provisions of the Indenture, or to institute any action to enforce the covenants therein, or to take any action with respect to any default thereunder, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

As provided in the Indenture and subject to certain limitations therein set forth, this bond is transferable on the Bond Register maintained at the Principal Office of the Trustee, upon surrender of this
bond for transfer at such office, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Issuer and the Trustee duly executed by, the registered Holder hereof or his attorney duly authorized in writing, and thereupon a new Bond of the same series and maturity, of any authorized denomination and for a like aggregate principal amount, will be issued to the designated transferee or transferees.

No service charge shall be made for any transfer or exchange hereinbefore referred to, but the Issuer may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

The Issuer, the Trustee and any agent of the Issuer or the Trustee may treat the person in whose name this bond is registered as the owner hereof for the purpose of receiving payment as herein provided and for all other purposes, whether or not this bond is overdue, and neither the Issuer, the Trustee nor any agent shall be affected by notice to the contrary.

No covenant or agreement contained in this bond or the Indenture shall be deemed to be a covenant or agreement of any officer, agent or employee of the Issuer, and neither any member of the Issuer nor any officer executing this bond shall be liable personally on this bond or be subject to any personal liability or accountability by reason of the issuance of this bond.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to an in the execution and delivery of the Indenture and issuance of this bond do exist, have happened and have been performed in due time, form and manner as required by law.

Unless the certificate of authentication hereon has been executed by the Trustee by manual signature, this bond shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Issuer has caused this bond to be duly executed under its corporate seal.

Dated: October [____], 2018.

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA

By:__________________________

President of The University of Alabama in Huntsville

[SEAL]

Attest:

______________________________
Secretary

Appendix 2018-663
Certificate of Authentication

This is one of the Series 2018-B1 Bonds referred to in the within-mentioned Indenture.

Dated of authentication: __________________________

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: __________________________________________
    Authorized Officer

Assignment

For value received __________________________ hereby sell(s), assign(s) and transfer(s) unto __________________________ this bond and hereby irrevocably constitute(s) and appoint(s) __________________________ attorney to transfer this bond on the books of the within named Issuer at the office of the within named Trustee, with full power of substitution in the premises.

Dated: __________________________

NOTE: The name signed to this assignment must correspond with the name of the payee written on the face of the within bond in every particular, without alteration, enlargement or change whatsoever.

Signature Guaranteed:

______________________________________________
(Bank, Trust Company or Firm*)

By: __________________________________________
    (Authorized Officer)

Medallion Number: __________________________
*Signature(s) must be guaranteed by an eligible guarantor institution which is a member of a
recognized signature guarantee program, i.e., Securities Transfer Agents Medallion Program (STAMP), Stock Exchanges Medallion Program (SEMP), or New York Stock Exchange Medallion Signature Program (MSP).

SECTION 2.04 Authentication and Delivery of Series 2018-B1 Bonds

Upon the execution and delivery of this Supplemental Indenture, Series 2018-B1 Bond in the principal amount authorized in this Article may be executed by the Issuer and delivered to the Trustee for authentication, and shall thereupon be authenticated and delivered by the Trustee upon written order executed by an Authorized Issuer Representative.
APPENDIX 2018-A2

ARTICLE 3

Series 2018-B2 Bonds

SECTION 3.01 Specific Title, Terms and Forms

(a) There shall be an initial series of Bonds entitled “The University of Alabama in Huntsville General Fee Revenue Bond, Series 2018-B2” in the principal amount of $[________], as a fully registered Bond, without coupon, in the amount of the entire outstanding authorized amount of such Bond and in the form of a single typewritten instrument (the “Series 2018-B2 Bond”).

(b) The Series 2018-B2 Bond shall bear interest at the per annum rate of [___%]. Principal of the Series 2018-B2 Bond shall mature and become payable in installments on September 1 in the years and amounts as follows:

<table>
<thead>
<tr>
<th>Principal Payment Date</th>
<th>Principal Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>(September 1)</td>
<td></td>
</tr>
</tbody>
</table>

(c) The form of Series 2018-B2 Bond shall be substantially as set forth herein in Section 2.03, with such insertions, omissions, substitutions and variations as may be necessary to set forth the applicable terms of the Series 2018-B2 Bond established by this Indenture, and as may be determined by the officers executing the same, as evidenced by their execution thereof.

(d) The Series 2018-B2 Bond will not be issued pursuant to the Book-Entry System, and the Series 2018-B2 Bond will not have a CUSIP number.
(e) The initial Holder and any subsequent Holder of the Series 2018-B2 Bond will be required to enter into a Direct Payment Agreement with the Board and the Trustee in the form described in Section 2.02 of this Supplemental Indenture.

(f) The Regular Record Date referred to in Section 4.09 of the Original Indenture for the payment of interest on the Series 2018-B2 Bond payable, and punctually paid or duly provided for, on any Interest Payment Date shall be the Interest Payment Date.

SECTION 3.02 Direct Payment Agreement

The Series 2018-B2 Bond is being issued to evidence a loan being made to the Board by the Holder of the Outstanding Series 2018-B2 Bond. The Trustee, the Board and the Holder of the Series 2018-B2 Bond will enter into an agreement (the “Direct Payment Agreement”) with terms substantially as follows:

(1) The Holder must certify that (A) it is a financial institution with knowledge and experience in financial matters and is capable of evaluating the merits and risks of making the loan, (B) it is making the loan to the Board, and purchasing the Series 2018-B2 Bond as evidence of such loan, for its own account, provided that it reserves the right to sell or transfer the Series 2018-1 Bond or sell participation interests or similar interests to other financial institutions with similar knowledge and experience, and (C) it does not intend to reoffier the Series 2018-B2 Bond to the public.

(2) All regularly scheduled payments of principal and interest on the Series 2018-B2 Bond shall be made by the Board directly to the Holder of the Series 2018-1 Bond on the date such principal and interest is due.

(3) If the Holder fails to receive any payment of principal or interest due on the Series 2018-B2 Bond, it shall notify the Trustee in writing; provided, however, that neither the failure to provide such notice nor any delay in such notice shall affect the Holder’s right to receive such payments or any rights of the Holder under the Indenture with respect to the Series 2018-B2 Bond. Unless and until the Trustee has received written notice from the Holder that the Board has failed to make any such payment when due, the Trustee may conclusively presume that all payments due on the Series 2018-B2 Bond have been made as required by the Series 2018-B2 Bond and the Indenture.

(4) If the Holder of the Series 2018-B2 Bond presents the Series 2018-B2 Bond to the Trustee for registration of transfer, the Holder shall certify to the Trustee (i) that all payments on the Series 2018-B2 Bond are current (or, if any payments are delinquent, shall specify the amount and due date of each past due payment) and (ii) the principal balance due on the Series 2018-B2 Bond.

(5) Notwithstanding the provisions of Section 8.01 of the Original Indenture, the Board shall not be required to make deposits to the Bond Fund with respect to debt service payable on the Series 2018-B2 Bond; provided, however, that if any Event of Default exists under this Indenture, the Trustee may, by notice to the Board and the Holder, terminate the Direct Payment Agreement. Thereafter, the Board shall deposit in the Bond Fund when due the amount required for payment of principal and interest on the Series 2018-B2 Bond and the Trustee shall make payments of debt service on the Series 2018-B2 Bond an all other Bonds outstanding under the Indenture in accordance with the parity provisions of the Indenture.
(6) The Board shall agree to indemnify the Trustee for, and hold the Trustee harmless against, any loss, liability or expense (including reasonable attorneys' fees, costs and expenses) incurred without bad faith or willful misconduct on its part arising out of the execution and delivery of the Direct Payment Agreement, the action or inaction of any other party to the Direct Payment Agreement, or the Trustee's reliance on the terms of the Direct Payment Agreement. Such indemnification shall survive the termination of the Indenture or the resignation or removal of the Trustee.

SECTION 3.03 Form of Series 2018-B2 Bond

The Series 2018-B2 Bond and the Trustee's certificate of authentication shall be substantially in the following form, with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by the Indenture:

[Form of Series 2018-B2 Bond]

THE BOARD OF TRUSTEES OF
THE UNIVERSITY OF ALABAMA

THE UNIVERSITY OF ALABAMA IN HUNTSVILLE
GENERAL FEE REVENUE BOND, SERIES 2018-B2

$_______

Maturity Date: __________ Interest Rate: ________

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA, a public corporation
and instrumentality of the State of Alabama (the "Issuer", which term includes any successor corporation
under the Indenture hereinafter referred to), for value received, hereby promises to pay (but solely from the
source hereinafter described) to

______________________________________

or registered assigns, the principal sum of

______________________________________

on the maturity date specified above and to pay (but solely from the source hereinafter described) interest
hereon from the date hereof until the principal hereof shall become due and payable at the per annum rate
of interest specified above. Interest shall be payable on September 1 and March 1, in each year, beginning
[________] 1, 2019 (each such date being herein called an "Interest Payment Date"), and shall be
computed on the basis of a 360-day year with 12 months of 30 days each. Interest shall be payable (but
solely from the General Fees hereinafter described) on overdue principal (and premium, if any) on this bond
and (to the extent legally enforceable) on any overdue installment of interest on this bond at the interest
rate borne by this bond. The principal amount shall be payable in installments on September 1 in the years
and amounts as follows:

Appendix 2018-9E8
Any transferee of this bond takes it subject to all payments of principal and interest in face made with respect hereto.

The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture hereinafter referred to, be paid to the person in whose name this bond is registered at the close of business on the Regular Record Date for such interest, which shall be the Interest Payment Date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the registered Holder on such Regular Record Date, and shall be paid to the person in whose name this bond is registered at the close of business on a Special Record Date for the payment of such defaulted interest to be fixed by the Trustee, notice of such Special Record Date being given to Bondholders not less than 10 days prior to such Special Record Date.

Interest on this bond which is payable on any Interest Payment Date shall be paid in accordance with the Direct Payment Agreement described in the Indenture. The principal of (and premium, if any, on) this bond and accrued interest on this bond due upon redemption on any date other than an Interest Payment Date shall be payable only upon surrender of this bond at the Principal Office of the Trustee. All such payments shall be made in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts.

This bond is of $__________ in principal amount, designated “The University of Alabama in Huntsville General Fee Revenue Bond, Series 2018-B2” (the “Series 2018-B2 Bond”) and issued under and pursuant to the constitution and laws of the State of Alabama, including particularly Section 16-3-28 of the Code of Alabama 1975, as amended, and a Trust Indenture dated November 1, 1989, as amended by a First Supplemental Indenture dated July 1, 1992, a Second Supplemental Indenture dated May 1, 1993, a Third Supplemental Indenture dated December 1, 1999, a Fourth Supplemental Indenture dated December 1, 2002, a Fifth Supplemental Indenture dated February 1, 2003, a Sixth Supplemental Indenture dated October 1, 2005, a Seventh Supplemental Indenture dated July 1, 2009, an Eighth Supplemental Indenture dated April 1, 2012, a Ninth Supplemental Indenture dated September 1, 2012, a Tenth Supplemental Indenture dated April 1, 2018, an Eleventh Supplemental Indenture dated December 1, 2014, a Twelfth Supplemental Indenture dated March 1, 2015, a Thirteenth Supplemental Indenture dated March 22, 2018, and a Fourteenth Supplemental Indenture dated the date of the Series 2018-B2 Bonds (together, the “Indenture”) between the Issuer and U.S. Bank National Association, a national banking association, as successor to SouthTrust Bank (the “Trustee”, which term includes any successor trustee under the Indenture). Capitalized terms not otherwise defined herein shall have the meanings assigned in the Indenture.
The Indenture provides for the issuance of bonds in one or more series, all of which shall be equally and ratably secured by the Indenture. The Series 2018-B2 Bond and all other bonds issued under the Indenture are herein collectively call the “Bonds”.

The Bonds are limited obligations of the Issuer payable solely out of the fees and charges now or hereafter levied against students enrolled at The University of Alabama in Huntsville, including without limitation general tuition and course fees, registration fees, laboratory fees, out-of-state fees and building fees (herein collectively referred to as the “General Fees”). Pursuant to the Indenture, the Issuer has assigned and pledged the General Fees to the Trustee as security for the payment of the Bonds, subject to prior pledges. The covenants and agreements contained in the Indenture and in the Bonds do not and shall never constitute or give rise to a charge against the general credit of the Issuer or funds appropriated to the Issuer by the State of Alabama.

Copies of the Indenture are on file at the Principal Office of the Trustee, and reference is hereby made to such instrument for a description of the properties pledged and assigned, the nature and extent of the security, the respective rights thereunder of the Holders of the Bonds, the Trustee and the Issuer, and the terms upon which the Bonds are, and are to be, authenticated and delivered.

**Payment**

Payment of principal and interest on this bond due on any Interest Payment Date or principal payment date shall be made by the Issuer pursuant to the Direct Payment Agreement. All such payments to the Holder of principal of and interest on this bond shall be valid and effectual to satisfy and discharge the liability of the Issuer and the Trustee to the extent of the amounts so paid.

**Prepayment**

Principal installments of this Series 2018-B2 Bond maturing after [_________] may be redeemed at the option of the Issuer on or after [__________], at and for a redemption price (expressed as a percentage of principal amount redeemed) of 100% of the principal to be redeemed plus accrued interest to the redemption date.

If an “Event of Default”, as defined in the Indenture, shall occur, the principal of all Bonds then Outstanding may become or be declared due and payable in the manner and with the effect provided in the Indenture.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Issuer and the rights of the Holders of the Bonds at any time with the consent of a majority in aggregate principal amount of the Bonds at the time Outstanding affected by such modification. The Indenture also contains provisions permitting the Holders of specified percentages in principal amount of Bonds at the time Outstanding on behalf of the Holders of all the Bonds, to waive compliance by the Issuer with certain provisions of the Indenture and certain past defaults under such instrument and their consequences. Any such consent or waiver by the Holder of this bond shall be conclusive and binding upon such Holder and upon all future Holders of this bond and of any bond issued in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this bond.

The Holder of this bond shall have no right to enforce the provisions of the Indenture, or to institute any action to enforce the covenants therein, or to take any action with respect to any default thereunder, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.
As provided in the Indenture and subject to certain limitations therein set forth, this bond is transferable on the Bond Register maintained at the Principal Office of the Trustee, upon surrender of this bond for transfer at such office, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Issuer and the Trustee duly executed by, the registered Holder hereof or his attorney duly authorized in writing, and thereupon a new Bond of the same series and maturity, of any authorized denomination and for a like aggregate principal amount, will be issued to the designated transferee or transferees.

No service charge shall be made for any transfer or exchange hereinbefore referred to, but the Issuer may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

The Issuer, the Trustee and any agent of the Issuer or the Trustee may treat the person in whose name this bond is registered as the owner hereof for the purpose of receiving payment as herein provided and for all other purposes, whether or not this bond is overdue, and neither the Issuer, the Trustee nor any agent shall be affected by notice to the contrary.

No covenant or agreement contained in this bond or the Indenture shall be deemed to be a covenant or agreement of any officer, agent or employee of the Issuer, and neither any member of the Issuer nor any officer executing this bond shall be liable personally on this bond or be subject to any personal liability or accountability by reason of the issuance of this bond.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to an in the execution and delivery of the Indenture and issuance of this bond do exist, have happened and have been performed in due time, form and manner as required by law.

Unless the certificate of authentication hereon has been executed by the Trustee by manual signature, this bond shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Issuer has caused this bond to be duly executed under its corporate seal.

Dated: October [___], 2018.

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA

By: _____________________________
    President of The University of Alabama in Huntsville

[SEAL]

Attest:

______________________________

Appendix 2018-278
Certificate of Authentication

This is one of the Series 2018-B2 Bonds referred to in the within-mentioned Indenture.

Dated of authentication: ____________________________

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: ____________________________
    Authorized Officer

Assignment

For value received ____________________________ hereby sell(s), assign(s) and transfer(s) unto ____________________________ this bond and hereby irrevocably constitute(s) and appoint(s) ____________________________ attorney to transfer this bond on the books of the within named Issuer at the office of the within named Trustee, with full power of substitution in the premises.

Dated: ____________________________

NOTE: The name signed to this assignment must correspond with the name of the payee written on the face of the within bond in every particular, without alteration, enlargement or change whatsoever.

Signature Guaranteed:

__________________________________________
(Bank, Trust Company or Firm*)

By: ____________________________
    (Authorized Officer)

Medallion Number: ____________________________
*Signature(s) must be guaranteed by an eligible guarantor institution which is a member of a recognized signature guarantee program, i.e., Securities Transfer Agents Medallion Program (STAMP), Stock Exchanges Medallion Program (SEMP), or New York Stock Exchange Medallion Signature Program (MSP).

SECTION 3.04 Authentication and Delivery of Series 2018-B2 Bonds

Upon the execution and delivery of this Supplemental Indenture, Series 2018-B2 Bond in the principal amount authorized in this Article may be executed by the Issuer and delivered to the Trustee for authentication, and shall thereupon be authenticated and delivered by the Trustee upon written order executed by an Authorized Issuer Representative.
CONTINUING DISCLOSURE AGREEMENT

THIS CONTINUING DISCLOSURE AGREEMENT (the "Agreement") is entered into by The Board of Trustees of The University of Alabama, a public corporation and instrumentality of the State of Alabama (the "Board").

This Agreement is being delivered in connection with the issuance by the Board of its $[_________] The University of Alabama in Huntsville General Fee Revenue Bonds, Series 2018-B1 and its $[_________] The University of Alabama in Huntsville General Fee Revenue Bonds, Series 2018-A2 (together, the "Bonds"). The Bonds are being issued pursuant to a Trust Indenture dated as of November 1, 1989, as amended and supplemented (the "Indenture"), between the Board and U.S. Bank National Association, as trustee (the "Trustee").

In consideration of the purchase of such Bonds by the beneficial owners thereof, the Board covenants and agrees as follows:

Section 1. Definitions

Capitalized terms not otherwise defined in this Agreement shall have the meaning assigned in the Indenture. In addition, the terms set forth below shall have the meaning assigned unless the context clearly otherwise requires:

"Board" means The Board of Trustees of The University of Alabama, a public corporation and instrumentality of the State of Alabama.

"Bonds" means the bonds issued by the Board that are identified in the recitals to this Agreement.

"EMMA" means the MSRB's Electronic Municipal Market Access System (EMMA) established pursuant to the Rule.

"Indenture" means the indenture identified in the recitals to this Agreement pursuant to which the Bonds are being issued.

"MSRB" means the Municipal Securities Rulemaking Board.

"Official Statement" means the Official Statement dated [_______], 2018, with respect to the Bonds.

"Rule" means Rule 15c2-12 adopted by the Securities and Exchange Commission, as the same may be amended from time to time.

"Trustee" means U.S. Bank National Association, as trustee under the Indenture.

"UAH" means The University of Alabama in Huntsville, a division of the Board.
Section 2. Purpose and Beneficiaries of this Agreement

This Agreement is entered into by the Board for the benefit of the Holders of the Bonds in order to assist the underwriters for those bonds in complying with the requirements of the Rule. For purposes of the Rule and the continuing disclosure undertakings by the Board for UAH in connection with the issuance of the Bonds, the "obligated person" for continuing disclosure will be UAH, and not any other operating division of the Board.

Section 3. Annual Financial Information

(a) Within 270 days after the end of each fiscal year, the Board shall file with the MSRB the following information:

(1) **Audited Financial Statements.** The audited financial statements of UAH for such fiscal year. The audited financial statements shall be prepared on a basis consistent with the accounting and auditing standards used to prepare the financial statements attached as APPENDIX B to the Official Statement, as such standards may be modified from time to time under generally accepted accounting and auditing standards applicable to the Board. Such audited financial information may take the form of a System-wide financial presentation of the Board, but in such event will include segment financial information for UAH in accordance with generally accepted accounting principles.

(2) **Annual Financial Information.** To the extent not included in the audited financial statements of UAH, the Board will provide financial information and operating data relating to the Board similar to the type found in the section of the Official Statement called "APPENDIX A" under the sections therein entitled “Faculty and Staff”, “Student Enrollment”, “Tuition and Fees”, and under that portion of the section therein entitled “Financial Matters” containing the chart displaying revenues, expenses and changes in net position of UAH.

(b) If any amendment is made to this Agreement, the annual information for the year in which such amendment is made shall contain a description of the reasons for such amendment and its impact on the type of information being provided.

Section 4. Event Disclosure

(a) In a timely manner not in excess of 10 business days after the occurrence of the event, the Board shall file with the MSRB notice of the occurrence of any of the following events affecting the Bonds:

(1) principal and interest payment delinquencies;
(2) non-payment related defaults, if material;
(3) unscheduled draws on debt service reserves reflecting financial difficulties;
(4) unscheduled draws on credit enhancements reflecting financial difficulties;

(5) substitution of credit or liquidity providers, or their failure to perform;

(6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notice of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

(7) modifications to rights of the Holders of the Bonds, if material;

(8) Bond calls, if material, and tender offers;

(9) defeasances;

(10) release, substitution or sale of property securing repayment of the Bonds, if material;

(11) rating changes;

(12) bankruptcy, insolvency, receivership or similar events affecting the Board;

(13) the consummation of a merger, consolidation, or acquisition involving the Board or the sale of all or substantially all of the assets of the Board, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

(14) appointment of a successor or additional trustee or the change of name of a trustee, if material.

(b) In a timely manner the Board shall file with the MSRB notice of failure to make a filing, on or before the date specified in this Agreement, of annual information required by Section 3 of this Agreement.

Section 5. Consequences of Failure to File

If the Board fails to comply with any provision of this Agreement, the holder of any Bond may seek mandamus or specific performance by court order, to cause the Board to comply with its obligations under this Agreement. A default under this Agreement shall not be deemed an event of default under the Indenture or any other financing document related to the issuance of the Bonds. The sole remedy under this Agreement shall be an action to compel performance.
Section 6. Amendment

This Agreement may be amended by the Board if the amendment is required by, or consistent with, changes to, or interpretations of, the Rule made by governmental authority after the Bonds are issued.

Section 7. Termination

This Agreement shall terminate when all Bonds have been paid or defeased in accordance with the terms of the Indenture.

Section 8. Filing

(a) The Board shall make the information filings required or permitted by this Agreement with the MSRB through the MSRB's Electronic Municipal Market Access System (EMMA).

(b) All documents provided to the MSRB pursuant to this Agreement shall be filed in electronic format as prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB. The Board will disseminate its Annual Financial Information (in the form and by the dates described above) to EMMA in such manner and format and accompanied by identifying information as is prescribed by the MSRB or the Securities and Exchange Commission at the time of delivery of such information and by such time so that such entities receive the information by the dates specified. MSRB Rule G-32 requires all EMMA filings to be in word-searchable PDF format. This requirement extends to all documents required to be filed with EMMA, including financial statements and all other externally prepared reports all other externally prepared reports.

(c) Information about the filing system and requirements of EMMA is available at www.emma.msrb.org.

Section 9. Additional Information

The Board may, in its sole discretion, file with the MSRB additional notices with information not required by this Agreement or the Rule. Such additional filings may be discontinued by the Board at any time in its sole discretion.

Section 10. No Indirect Beneficiaries

This Agreement is for the benefit of the underwriters for the Bonds and for the Holders of the Bonds and shall not create rights or benefits for any other person or entity.
Section 11. Agent for Filings

The Board may appoint an agent for purposes of making the filings required or permitted by this Agreement, but no such appointment, or failure of such agent to perform, shall relieve the Board of its responsibilities under this Agreement.

Section 12. Governing Law

This Agreement shall be governed by the laws of the State of Alabama.

[the following page is the signature page]
Dated: October [___], 2018.

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA

By:
President of The University of Alabama in Huntsville

By:
Vice President for Finance and Administration of The University of Alabama in Huntsville
Preliminary Official Statement Dated [_______], 2018

New Issue
Book-Entry Only

Ratings:
Moody’s: [Aa3]
Standard & Poor’s: [A+]
(See “RATINGS” herein)

The Board of Trustees of the University of Alabama

$5,185,000*
University of Alabama in Huntsville
General Fee Revenue Bonds, Series 2018-B1

$21,875,000*
University of Alabama in Huntsville
General Fee Revenue Bonds, Series 2018-B2

Issuer of the Series 2018-B Bonds. The above-referenced Series 2018-B1 Bonds and Series 2018-B2 Bonds (together, the “Series 2018-B Bonds”) are being issued by The Board of Trustees of The University of Alabama, a public corporation and instrumentality of the State of Alabama (the “Board”), for the benefit of its division The University of Alabama in Huntsville (“UAH”).

Authorizing Document. The Series 2018-B Bonds will be issued under that certain Trust Indenture dated November 1, 1989, as supplemented and amended (the “Indenture”) between the Board and U.S. Bank National Association, as trustee.

Use of Proceeds. Proceeds of the Series 2018-B Bonds will be used by the Board (i) to pay the costs of certain capital improvements on the campus of UAH as more particularly described herein as the “2018 Improvements”, and (ii) pay the costs of issuance of the Series 2018-B Bonds. See “THE PLAN OF FINANCING”.

Source of Payment. The Series 2018-B Bonds will be limited obligations of the Board payable solely from, and secured by a pledge of, the General Fees to be derived by the Board from the operation of UAH, on a parity of lien with certain indebtedness of the Board outstanding under the Indenture, as more particularly described herein.

The Series 2018-B Bonds will not be obligations or debts of the State of Alabama, nor are the full faith and credit of the State of Alabama pledged for the payment thereof, and neither the principal of nor the interest on the Series 2018-B Bonds will be paid out of any moneys provided for or appropriated to or on behalf of the Board by the State of Alabama.

Pricing and Payment Terms. See “PRICING AND PAYMENT TERMS” on the inside cover page.

Form and Date of Delivery. The Series 2018-B Bonds are being issued in book-entry form under the rules and regulations of The Depository Trust Company (the “Securities Depository”) unless delivery is requested in Loan Form. The Series 2018-B Bonds are expected to be delivered on or about [_______], 2018.

Legal Counsel. Bradley Arant Boult Cummings LLP has served as bond counsel to the Board and will deliver its opinion with respect to the Series 2018-B Bonds in substantially the form attached as APPENDIX D. Certain legal matters will be passed upon for the Board by University Counsel.

Financial Advisor. PFM Financial Advisors LLC, Huntsville, Alabama, is serving as Financial Advisor to UAH.

Tax Status. Interest on the Series 2018-B Bonds (i) will not be included in gross income of the holders for purposes of federal income taxation and (ii) will not be an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations, subject to limitations or exceptions described under “TAX STATUS”. The opinion of bond counsel will address these aspects of the tax status of the Series 2018-B Bonds and should be read in its entirety for a complete understanding of the scope of the opinion and the conclusions expressed.

Competitive Public Sale. Bids for the purchase of the Series 2018-B Bonds will be received on [_______], 2018, as more particularly described herein and in the attached 2018-B1 Notice of Sale set forth on Appendix E (respecting the Series 2018-B1 Bonds) and in the attached 2018-B2 Notice of Sale set forth on Appendix F (respecting the Series 2018-B2 Bonds).

Risk Factors. For a description of certain risk factors involved in an investment in the Series 2018-B Bonds, see “RISK FACTORS”.

Date of Official Statement. The date of this Official Statement is [_______].

Underwriting. On [_______], 2018, the Board conducted a competitive sale and accepted a bid for the purchase of the Series 2018-B Bonds. See UNDERWRITING.”

* Preliminary; subject to change.
### PRICING AND PAYMENT TERMS

#### $5,185,000
University of Alabama in Huntsville
General Fee Revenue Bonds, Series 2018-B1

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#### $21,875,000*
University of Alabama in Huntsville
General Fee Revenue Bonds, Series 2018-B2

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CUSIP® is a registered trademark of the American Bankers Association. CUSIP data herein is provided by the CUSIP Service Bureau, operated by Standard & Poor’s, a division of The McGraw-Hill Companies, Inc. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Service Bureau. CUSIP numbers have been assigned by an independent company not affiliated with the University and are included solely for the convenience of the registered owners of the Series 2018-B Bonds. The University and the Underwriter[s] are not responsible for the selection or use of these CUSIP numbers, and no representation is made as to their correctness by the University on the Series 2018-B Bonds and by the Underwriter[s] on the Series 2018-B Bonds or as included herein. The CUSIP number for a specific maturity is subject to being changed after the issuance of the Series 2018-B Bonds as a result of various subsequent actions including, but not limited to, a refunding in whole or in part or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities of the Series 2018-B Bonds.

**Maturities and Interest Rates for Series 2018-B Bonds.** The Series 2018-B Bonds mature on [September] 1 in the years and amounts and bear interest at the applicable rate per annum set forth in the tables above.

**Date of Series 2018-B Bonds.** The Series 2018-B Bonds will be dated as of the date of their original delivery.

**Interest Payment Dates.** Interest on the Series 2018-B Bonds is payable on [March] 1 and [September] 1 of each year, beginning [__________].

**Authorized Denominations.** The Series 2018-B Bonds may be issued in denominations of $5,000 or any integral multiple thereof.

**Redemption Prior to Maturity.** Certain of the Series 2018-B2 Bonds are subject to redemption prior to maturity as more particularly set forth herein. See “THE SERIES 2018-B2 BONDS—Redemption”.

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*Preliminary; subject to change.
THE BOARD

The Board of Trustees of The University of Alabama

President
Governor Kay Ivey, ex officio

President Pro Tempore
Ronald W. Gray

Eric Mackey, ex officio, ex officio
Karen Phifer Brooks
Joseph C. Espy III
Barbara Humphrey
Vanessa Leonard
W. Davis Malone, III
Harris V. Morrisette
Scott Phelps
Finis E. St. John IV
W. Stancil “Stan” Starnes
William “Britt” Sexton
Marietta M. Urquhart
Kenneth L. Vandervoort
James W. Wilson III

Secretary of the Board of Trustees
Sid J. Trant

Interim Chancellor
Finis E. (Fess) St. John, IV

THE UNIVERSITY OF ALABAMA IN HUNTSVILLE

President
Dr. Robert A. Altenkirch

Vice President for Finance and Administration
Todd Barré

____________________

FINANCIAL ADVISOR

PFM Financial Advisors LLC
Huntsville, Alabama

____________________

BOND COUNSEL

Bradley Arant Boult Cummings LLP
Birmingham, Alabama
This Official Statement is not to be construed as a contract or agreement between the Board and the purchasers or holders of any of the Series 2018-B Bonds.

All quotations from and summaries and explanations of provisions of laws and documents herein do not purport to be complete, and reference is made to such laws and documents for full and complete statements of their provisions.

The information in this Official Statement has been obtained from sources which are considered dependable and which are customarily relied upon in the preparation of similar official statements, but such information is not guaranteed as to accuracy or completeness.

All estimates and assumptions contained herein are believed to be reasonable, but no representation is made that such estimates or assumptions are correct or will be realized.

No person, including any broker, dealer or salesman, has been authorized to give any information or to make any representation other than those contained in this Official Statement, and if given or made, such other information or representations must not be relied upon as having been authorized by the Board.

The Trustee makes no representation or warranty as to, and has no responsibility for the accuracy or completeness of, the information contained in this Official Statement.

This Official Statement does not constitute an offer to sell the Series 2018-B Bonds in any jurisdiction to any person to whom it is unlawful to make such offer in such jurisdiction.

The Series 2018-B Bonds will not be registered under the Securities Act of 1933, as amended, or any state securities laws and will not be listed on any stock or other securities exchange, and neither the Securities and Exchange Commission nor any federal, state, municipal or other governmental agency will pass upon the accuracy, completeness or adequacy of this Official Statement.

The order and placement of material in this Official Statement, including its appendices, are not to be deemed a determination of relevance, materiality or importance, and all material in this Official Statement, including its appendices, must be considered in its entirety.

Any information or expressions of opinion are subject to change without notice, and neither the delivery of this Official Statement nor any sale hereunder shall under any circumstances create an implication that there has been no change as to the affairs of the Board since the date hereof.

In connection with the offering of the Series 2018-B Bonds, the Underwriter[s] may over-allot or effect transactions that stabilize or maintain the market price of the Series 2018-B Bonds at levels above which might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time.

In making an investment decision investors must rely on their own examination of the facts concerning the board, as disclosed herein, and the terms of the offering, including the merits and risks involved. These securities have not been recommended by any federal or state securities commission or regulatory authority. Furthermore, the foregoing authorities have not confirmed the accuracy or determined the adequacy of this document. Any representation to the contrary is a criminal offense.

The information contained in this Official Statement has been obtained from representatives of the Board, public documents, records and other sources considered to be reliable, but is not guaranteed as to accuracy or completeness by, and is not to be construed as a representation by, the Underwriter[s].

The Underwriter[s] [has/have] reviewed the information in this Official Statement in accordance with, and as part of, their responsibilities to investors under the Federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter[s] [does/do] not guarantee the accuracy or completeness of such information.
The delivery of this Official Statement at any time does not imply that any information herein is correct as of any time subsequent to its date. Any statements in this Official Statement involving estimates, assumptions and matters of opinion, whether or not so expressly stated, are intended as such and not representations of fact.

This Official Statement contains forward-looking statements, which can be identified by the use of the future tense or other forward-looking terms such as "may," "intend," "will," "expect," "anticipate," "plan," "management believes," "estimate," "continue," "should," "strategy," or "position" or the negatives of those terms or other variations on them or by comparable terminology. In particular, any statements, express or implied, concerning future operating results or the ability to generate General Fees or cash flow to service indebtedness are forward-looking statements. Investors are cautioned that reliance on any of those forward-looking statements involves risks and uncertainties and that, although the Board's management believes that the assumptions on which those forward-looking statements are based are reasonable, any of those assumptions could prove to be inaccurate. As a result, the forward-looking statements based on those assumptions also could be incorrect, and actual results may differ materially from any results indicated or suggested by those assumptions. In light of these and other uncertainties, the inclusion of a forward-looking statement in this Official Statement should not be regarded as a representation by the Board that its plans and objectives will be achieved. All forward-looking statements are expressly qualified by the cautionary statement contained in this paragraph. The Board undertakes no duty to update any forward-looking statements.
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OFFICIAL STATEMENT

Regarding

$5,185,000*
The University of Alabama in Huntsville
General Fee Revenue Bonds
Series 2018-B1

$21,875,000*
The University of Alabama in Huntsville
General Fee Revenue Bonds
Series 2018-B2

issued by

The Board of Trustees
of The University of Alabama

INTRODUCTION

This Official Statement (including all Appendices hereto) is furnished by The Board of Trustees of The University of Alabama (the “Board”) to provide information in connection with the issuance by the Board of the two series of bonds referenced above (collectively, the “Series 2018-B Bonds”) pursuant to a Trust Indenture dated November 1, 1989, as amended and supplemented (the “Indenture”), between the Board and U.S. Bank National Association, as trustee (the “Trustee”).

Copies of the Indenture are available for inspection and copying at personal expense during normal business hours at the Office of the Vice President for Finance and Administration, of The University of Alabama in Huntsville, 1201 John Wright Drive, Student Services Building, Room 301, Huntsville, Alabama 35899 and at the office of UAH’s Financial Advisor, PFM Financial Advisors LLC, 116 Jefferson Street South, Suite 301, Huntsville, Alabama 35801.

The Board and UAH

The Board is a public corporation and instrumentality of the State of Alabama under Section 264 of the Constitution of Alabama of 1901, as amended, and Chapter 47 of Title 16 of the Code of Alabama of 1975. The Board governs three university campuses located in Tuscaloosa, Birmingham and Huntsville, in the State of Alabama. Each campus is operated as a division by the Board.

The University of Alabama in Huntsville (“UAH”) is a division of the Board whose campus is located in Huntsville, Alabama.

For a description of UAH, see APPENDIX A.

Purpose of the Issue

The Series 2018-B Bonds are issued for the purposes described hereinafter under “THE PLAN OF FINANCING”.

Limited Obligations

The Series 2018-B Bonds will be limited obligations of the Board payable solely out of the General Fees. The Series 2018-B Bonds will not be debts or obligations of the State of Alabama, and debt service on the Series 2018-B Bonds will not be payable out of any money provided or appropriated to the Board by the State of Alabama. See “SECURITY AND SOURCE OF PAYMENT”.

* Preliminary; subject to change.
Additional Bonds

The Indenture permits the Board to issue Additional Bonds ("Additional Bonds") that will be secured on a parity lien basis with the Series 2018-B Bonds and any other bonds issued under the Indenture. For a description of bonds already outstanding under the Indenture that are secured on a parity lien basis with the Series 2018-B Bonds, see "DEBT STRUCTURE OF UAH". For a description of the terms of the Indenture for the issuance of Additional Bonds in the future, see "SECURITY AND SOURCE OF PAYMENT."

Bid Process

The Board has received expressions of interest in its debt from various segments of the financial services industry and is implementing a competitive bidding process designed to allow participation by a broad range of bidders. This includes broker dealers who are expected to reoffer the Series 2018-B Bonds to the public, financial institutions buying for their own account for investment purposes, and financial institutions that seek to make a loan to the Board.

Each of the two series of Series 2018-B Bonds will be sold separately pursuant to a competitive public sale process as described in the 2018-B1 Notice of Sale (respecting the Series 2018-B1 Bonds) and in the 2018-B2 Notice of Sale (respecting the Series 2018-B2 Bonds). The terms applicable for the public sale of the Series 2018-B1 Bonds are contained in APPENDIX E, and the terms applicable for the public sale of the Series 2018-B2 Bonds are contained in APPENDIX F.

The bid process is intended to put all potential bidders on an equal footing. All terms of the Series 2018-B Bonds are set forth in the Indenture, including without limitation the form of Fourteenth Supplemental Indenture adopted by the Board for the Series 2018-B Bonds. Terms of the Indenture (including without limitation the Fourteenth Supplemental Indenture) are not subject to change except to reflect the pricing results of the winning bids for the Series 2018-B1 Bonds and the Series 2018-B2 Bonds. Accordingly, no bidder will be allowed to specify pricing terms for the Series 2018-B Bonds or special covenants or requirements other than those specifically permitted by the related Notice of Sale for each series, nor may any new terms be negotiated or permitted by the successful bidder prior to the closing. For example, a bid that specifies a provision requiring indemnification for increased costs, events of default, acceleration upon the occurrence of certain events, “interest gross up” or other changes in interest rate based on tax law changes, determinations of taxability and other events, or other pricing terms not included in the form of Fourteenth Supplemental Indenture or relevant Notice of Sale will be disqualified, and no such terms may be negotiated or required following the award of the Series 2018-B Bonds. Similarly, a bid that imposes special covenants or requirements upon the Board, such as a covenant not to encumber or transfer property, a covenant to maintain certain charges, maintenance of depository accounts with the bidder, delivery of special financial reports, delivery of a mortgage or other collateral, or other covenants or requirements not already included in the Indenture and form of Fourteenth Supplemental Indenture will be disqualified, and no such covenants or requirements may be negotiated or imposed following the award of the Series 2018-B Bonds.

Interested bidders are encouraged to review the form of Fourteenth Supplemental Indenture for the Series 2018-B Bonds. Such form may be obtained from PFM Financial Advisors LLC, financial advisor for the Series 2018-B Bonds, located at 116 Jefferson Street South, Suite 301, Huntsville, Alabama 35801; (256) 536-3035.

If the successful bidder for a series of Series 2018-B Bonds is a broker dealer who intends to reoffer such Series 2018-B Bonds to the public, that broker dealer will be identified as the underwriter for that series of Series 2018-B Bonds in the final Official Statement. The interest rates, reoffering prices or yields and other pricing terms customary for the public distribution of the Series 2018-B Bonds by an underwriter will also be included in the final Official Statement.

If the successful bidder for a series of Series 2018-B Bonds is a financial institution buying for investment purposes, the final Official Statement will identify that financial institution as the initial purchaser and will indicate that the Series 2018-B Bonds of that series are not being reoffered by the initial purchaser as of the date of the Official Statement, but there will be no restrictions on sale or transfer of the Series 2018-B Bonds by the initial purchaser other than limitations to comply with the "hold-the-offering-price" rule described in each of the 2018-B1 Notice of Sale and 2018-B2 Notice of Sale should the "competitive sale" rule, as described in such notices of sale and which the Board

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intends to apply, not be applicable (e.g., if the requisite minimum number of bids are not submitted). In accordance with guidance from the MSRB and SEC, the final Official Statement will also identify the pricing date with respect to those Series 2018-B Bonds, including interest rate and price or yield at which the initial purchaser bought the Series 2018-B Bonds.

If the successful bidder for a series of Series 2018-B Bonds is a financial institution that wishes to take delivery of such series in the form of a loan, each Notice of Sale provides for delivery of the Series 2018-B Bonds as a single, typewritten bond and with other features permitted by the applicable Notice of Sale. The final Official Statement will not identify those Series 2018-B Bonds as a series of Series 2018-B Bonds that is, or could be, offered to the public by the successful bidder, but the loan transaction and related Series 2018-B Bonds will be described in the related sections of the final Official Statement that describe outstanding parity securities.

Bidders may propose bids for either or both series of Series 2018-B Bonds; however, bidders may not condition a bid for one series of Series 2018-B Bonds upon the award of the other series of Series 2018-B Bonds.

For further information concerning the bid process for the Series 2018-B1 Bonds, see the 2018-B1 NOTICE OF SALE included in APPENDIX E, and for further information concerning the bid process for the Series 2018-B2 Bonds, see the 2018-B2 NOTICE OF SALE included in APPENDIX F.

GLOSSARY

This section of the Official Statement contains the definitions of certain capitalized terms used frequently in this Official Statement. In addition, certain capitalized terms used in this Official Statement and not defined in this section are defined in “APPENDIX C – SUMMARY OF THE INDENTURE”.

“Board” means The Board of Trustees of The University of Alabama, an Alabama public corporation.


“General Fees” means all fees and charges now or hereafter levied against students enrolled at UAH, including without limitation, general tuition and course fees, registration fees, laboratory fees, out-of-state fees and building fees.


“Series 2009-A Bonds” means the Board’s $8,115,000 The University of Alabama in Huntsville General Fee Revenue Bonds, Series 2009-A, that were issued pursuant to the Indenture and are outstanding as of October 1, 2018, in the aggregate principal amount of $5,205,000.

“Series 2010-A Student Housing Bonds” means the Board’s $27,990,000 Student Housing Revenue Bonds (Taxable Direct-Pay Build America Bonds), Series 2010-A, that were issued pursuant to a Trust Indenture dated July 1, 2010 between the Board and Regions Bank, as trustee, and are outstanding as of October 1, 2018, in the aggregate principal amount of $25,515,000.
“Series 2012-A Bonds” means the Board’s $11,170,000 The University of Alabama in Huntsville General Fee Revenue Refunding Bonds, Series 2012-A, that were issued pursuant to the Indenture and are outstanding as of October 1, 2018, in the aggregate principal amount of $8,135,000.

“Series 2012-B Bonds” means the Board’s $13,700,000 The University of Alabama in Huntsville General Fee Revenue Refunding Bonds, Series 2012-B, that were issued pursuant to the Indenture and are outstanding as of October 1, 2018, in the aggregate principal amount of $9,170,000.

“Series 2013-A1 Bond” means the Board’s $7,550,000 The University of Alabama in Huntsville General Fee Revenue Bond, Series 2013-A1, that was issued pursuant to the Indenture and is outstanding as of October 1, 2018, in the principal amount of $3,920,000.

“Series 2013-A2 Bonds” means the Board’s $24,455,000 The University of Alabama in Huntsville General Fee Revenue Refunding Bonds, Series 2013-A2, that were issued pursuant to the Indenture and are outstanding as of October 1, 2018, in the aggregate principal amount of $24,455,000.

“Series 2014-A Bonds” means the Board’s $11,860,000 The University of Alabama in Huntsville General Fee Revenue Refunding Bonds, Series 2014-A, that were issued pursuant to the Indenture and are outstanding as of October 1, 2018, in the aggregate principal amount of $8,810,000.

“Series 2015 Bond” means the Board’s $5,175,000 The University of Alabama in Huntsville General Fee Revenue Refunding Bonds, Series 2015-A, that was issued pursuant to the Indenture and is outstanding as of October 1, 2018, in the principal amount of $3,728,000.

“Series 2018-A1 Bonds” means the Board’s $5,400,000 The University of Alabama in Huntsville General Fee Revenue Bonds, Series 2018-A1, that were issued pursuant to the Indenture and are outstanding as of October 1, 2018, in the aggregate principal amount of $5,400,000.

“Series 2018-A2 Bonds” means the Board’s $27,115,000 The University of Alabama in Huntsville General Fee Revenue Bonds, Series 2018-A2, that were issued pursuant to the Indenture and are outstanding as of October 1, 2018, in the aggregate principal amount of $27,115,000.


“Series 2018-B1 Bonds” means the Board’s Series 2018-B1 Bonds offered by this Official Statement.


“Trustee” means U.S. Bank National Association, a national banking association, as successor to SouthTrust Bank.

“UAH” means The University of Alabama in Huntsville, a division of the Board.

THE SERIES 2018-B BONDS

General Description of the Series 2018-B Bonds

The Series 2018-B Bonds consist of two series: the Series 2018-B1 Bonds and the Series 2018-B2 Bonds. The principal amount of the Series 2018-B1 Bonds to be issued is $__________, and the principal amount of the Series 2018-B2 Bonds to be issued is $__________. The Series 2018-B Bonds will bear interest from their date and will mature on the dates and in the amounts set forth on the inside cover page of this Official Statement. The Series 2018-B Bonds will be issuable only as fully registered bonds without coupons in the denomination of $5,000 or any integral multiple thereof. The Series 2018-B Bonds will bear interest at the applicable rate per annum set forth on the inside cover page of this Official Statement. All Series 2018-B Bonds of the same series with the same maturity and, if not delivered in Loan Form, CUSIP number, will bear interest at the same rate.

* Preliminary; subject to change
Interest on the Series 2018-B Bonds will be payable on each [March] 1 and [September] 1, beginning [__________], and will be calculated on the basis of a 360-day year with 12 months of 30 days each.

The Series 2018-B Bonds (except for any series delivered in Loan Form) will be issued in book-entry only form, as described below under “Book-Entry Only System”, and the method and place of payment will be as provided in the book-entry only system. The provisions set forth in this section below will apply in the event that the use of the Book-Entry Only System for the Series 2018-B Bonds is discontinued.

Payment of interest due on each interest payment date will be made by check or draft mailed on such interest payment date to the persons who are registered holders of the Series 2018-B Bonds on the regular record date for such interest payment date, which will be the 15th day of the month preceding such interest payment date. Payment of principal (and premium, if any) on the Series 2018-B Bonds and payment of accrued interest on the Series 2018-B Bonds due upon redemption on any date other than an interest payment date will be made only upon surrender of the Series 2018-B Bonds at the corporate trust office of the Trustee in Birmingham, Alabama. The holder of any Series 2018-B Bond in a principal amount of $1,000,000 or more may, upon the terms and conditions of the Indenture, request payment of debt service by wire transfer to an account of such holder maintained at a bank in the continental United States or by any other method providing for payment in same-day funds that is acceptable to the Trustee.

The Trustee is also bond registrar and paying agent for the Series 2018-B Bonds. The corporate trust office of the Trustee for transacting business in its capacity as bond registrar and paying agent under the Indenture is located at 2204 Lakeshore Drive, Suite 302, Birmingham, Alabama 35209.

Redemption of Series 2018-B Bonds

Redemption of Series 2018-B1 Bonds Prior to Maturity. The Series 2018-B1 Bonds will be subject to redemption prior to maturity, as follows:

Optional Redemption. The Series 2018-B1 Bonds will not be subject to optional redemption prior to maturity.

Mandatory Redemption. The Series 2018-B1 Bonds maturing in ___ and ___ (the "Series 2018-B1 Term Bonds") shall be redeemed, at a redemption price equal to the face amount of Series 2018-B1 Bonds to be redeemed plus accrued interest thereon to the date fixed for redemption, on the dates and in the principal amounts as follows:

<table>
<thead>
<tr>
<th>Series 2018-B1 Term Bonds Maturing in ___ Year</th>
<th>Principal Amount to be Redeemed</th>
</tr>
</thead>
<tbody>
<tr>
<td>([September] 1)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Series 2018-B1 Term Bonds Maturing in ___ Year</th>
<th>Principal Amount to be Redeemed</th>
</tr>
</thead>
<tbody>
<tr>
<td>([September] 1)</td>
<td></td>
</tr>
</tbody>
</table>

In the event the Board shall have partially redeemed the Series 2018-B1 Term Bonds or shall have provided for a partial redemption of the Series 2018-B1 Term Bonds in such a manner that the Series 2018-B1 Term Bonds for the redemption of which provision is made are considered as fully paid, the Board may elect to apply all or any part (but only in integral multiples of $5,000) of the principal amount of such Series 2018-B1 Term Bonds so redeemed or to
be redeemed to the reduction of the principal amount of Series 2018-B1 Term Bonds required to be redeemed pursuant to the schedules set forth immediately above on any [September 1] coterminous with or subsequent to the date such optional redemption actually occurs.

**Redemption of Series 2018-B2 Bonds Prior to Maturity.** The Series 2018-B2 Bonds will be subject to redemption prior to maturity, as follows:

**Optional Redemption.** The Series 2018-B2 Bonds maturing on or after September 1, 2029, shall be subject to redemption prior to maturity, at the option of the Board, as a whole or in part, in Authorized Denominations, on September 1, 2028, and on any date thereafter, at and for a purchase price equal to 100% of the principal amount to be redeemed plus accrued interest to the redemption date.

**[Mandatory Redemption. ]** The Series 2018-B2 Bonds maturing in ___ and ___ (the "Series 2018-B2 Term Bonds") shall be redeemed, at a redemption price equal to the face amount of Series 2018-B2 Bonds to be redeemed plus accrued interest thereon to the date fixed for redemption, on the dates and in the principal amounts as follows:

<table>
<thead>
<tr>
<th>Series 2018-B2 Term Bonds Maturing in ___</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year</td>
</tr>
<tr>
<td>[September 1]</td>
</tr>
</tbody>
</table>

In the event the Board shall have partially redeemed the Series 2018-B2 Term Bonds or shall have provided for a partial redemption of the Series 2018-B2 Term Bonds in such a manner that the Series 2018-B2 Term Bonds for the redemption of which provision is made are considered as fully paid, the Board may elect to apply all or any part (but only in integral multiples of $5,000) of the principal amount of such Term Bonds so redeemed or to be redeemed to the redemption of the principal amount of Series 2018-B2 Term Bonds required to be redeemed pursuant to the schedules set forth immediately above on any [September 1] coterminous with or subsequent to the date such optional redemption actually occurs.

**Partial Redemption of Series 2018-B Bonds.** Except as otherwise provided with respect to mandatory redemption of Series 2018-B1 Term Bonds and Series 2018-B2 Term Bonds, if less than all Series 2018-B Bonds of a series are to be redeemed, the principal amount of Series 2018-B Bonds of each maturity and series to be redeemed may be specified by the Board by written notice to the Trustee, or, in the absence of timely receipt by the Trustee of such notice, shall be selected by the Trustee by lot or by such other method as the Trustee shall deem fair and appropriate; provided, however, that the principal amount of Series 2018-B Bonds of each maturity and series to be redeemed must be a multiple of the smallest authorized denomination of the Series 2018-B Bonds. If less than all Series 2018-B Bonds of the same maturity and series are to be redeemed, the particular Series 2018-B Bonds of such maturity and series to be redeemed shall be selected by the Trustee by lot or by such other method as the Trustee shall deem fair and appropriate and which may provide for the selection for redemption of portions (equal to the smallest authorized denomination of the Series 2018-B Bonds, or a multiple thereof) of the principal amount of Series 2018-B Bonds of such maturity and series of a denomination larger than the smallest authorized denomination.
Effect of Redemption. The Series 2018-B Bonds (or portions thereof as aforesaid) for whose redemption and payment provision is made in accordance with the Indenture shall thereupon cease to be entitled to the lien of the Indenture and shall cease to bear interest from and after the date fixed for redemption.

Notice of Redemption. Any notice of redemption will be given by mailing a copy of the redemption notice at least 30 days prior to the date fixed for redemption by registered or certified mail, postage prepaid, to each registered owner of each Series 2018-B Bond (or portion thereof) to be redeemed at his address shown on the registration books.

The Trustee will, to the extent practicable under the circumstances, comply with the standards set forth in the Securities and Exchange Commission’s Exchange Act Release No. 23856 dated December 3, 1986, regarding redemption notices, but failure to do so shall not in any manner defeat the effectiveness of a call for redemption if notice by registered or certified mail is given as required by the Indenture.

Registration and Exchange

Except for those delivered in Loan Form, the Series 2018-B Bonds will be issued in book-entry only form, as described below under “Book-Entry Only System”, and the method for registration and exchange of the Series 2018-B Bonds will be as provided in the book-entry only system. The provisions set forth in this section below will apply in the event that the use of the Book-Entry Only System for the Series 2018-B Bonds is discontinued.

The Series 2018-B Bonds are transferable only on the Bond Register maintained at the corporate trust office of the Trustee in Birmingham, Alabama. Upon surrender of a Series 2018-B Bond to be transferred, properly endorsed, a new Series 2018-B Bond of the same series and maturity will be issued to the designated transferee.

The Series 2018-B Bonds will be issued in denominations of $5,000 or any integral multiple thereof and, subject to the provisions of the Indenture, may be exchanged for other Series 2018-B Bonds of the same series and maturity, of any authorized denominations and of a like aggregate principal amount, as requested by the holder surrendering the same.

The Trustee may not be required (i) to transfer or exchange any Series 2018-B Bond for a period of 15 days next preceding the mailing of a notice of redemption of Series 2018-B Bonds or (ii) to transfer or exchange any Series 2018-B Bond selected for redemption in whole or in part.

Book-Entry Only System

Information concerning The Depository Trust Company, New York, NY ("DTC") and the Book-Entry System has been obtained from DTC and is not guaranteed as to accuracy or completeness by, and is not to be construed as a representation by, the Board, the Underwriter[s] or the Trustee.

Bonds in Book-Entry Form. References to Series 2018-B Bonds in this section do not include those Series 2018-B Bonds, if any, issued in Loan Form. Beneficial ownership in the Series 2018-B Bonds will be available to Beneficial Owners (as described below) only by or through DTC Participants via a book-entry system (the “Book-Entry System”) maintained by DTC. If the Series 2018-B Bonds are taken out of the Book-Entry System and delivered to owners in physical form, as contemplated hereinafter under “Discontinuance of DTC Services,” the following discussion will not apply.

Portions of the following information concerning The Depository Trust Company (“DTC”) and DTC’s book-entry only system have been obtained from DTC. The Board and the Underwriter[s] make no representation as to the accuracy of such information.

Initially, DTC will act as securities depository for the Series 2018-B Bonds. The Series 2018-B Bonds initially will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. Initially, one fully-registered bond certificate for each maturity will be issued for the Series 2018-B Bonds, in the aggregate principal amount of the Series 2018-B Bonds of such maturity, and will be deposited with DTC.
DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com and www.dtc.org. So long as the Series 2018-B Bonds are maintained in book-entry form with DTC, the following procedures will be applicable with respect to the Series 2018-B Bonds.

Purchases of the Series 2018-B Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2018-B Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2018-B Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Series 2018-B Bonds, except in the event that use of the book-entry system for the Series 2018-B Bonds is discontinued.

To facilitate subsequent transfers, all the Series 2018-B Bonds deposited by Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the Series 2018-B Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2018-B Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2018-B Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

As long as the book-entry system is used for the Series 2018-B Bonds, redemption notices will be sent to DTC. If less than all of the Series 2018-B Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

As long as the book-entry system is used for the Series 2018-B Bonds, principal, premium, if any, and interest payments on the Series 2018-B Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Depository, on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Depository
or the Board, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, premium, if any, and interest to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Board or the Depository, and disbursement of such payments to the Participants or the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Series 2018-B Bonds unless authorized by a Direct Participant in accordance with DTC’s MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Depository as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.’s consenting or voting rights to those Direct Participants to whose accounts the Series 2018-B Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

DTC may discontinue providing its services as securities depository with respect to the Series 2018-B Bonds at any time by giving reasonable notice to the Board or the Depository. In addition, the Board may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). Under either of such circumstances, in the event that a successor securities depository is not obtained, bond certificates are required to be printed and delivered.

The Board and the Depository will have no responsibility or obligation to any securities depository, any Participants in the book-entry system, or the Beneficial Owners with respect to (i) the accuracy of any records maintained by the securities depository or any Participant; (ii) the payment by the securities depository or by any Participant of any amount due to any Participant or Beneficial Owner, respectively, in respect of the principal amount or redemption or purchase price of, or interest on, any of the Series 2018-B Bonds; (iii) the delivery of any notice by the securities depository or any Participant; (iv) the selection of the Beneficial Owners to receive payment in the event of any partial redemption of the Series 2018-B Bonds; or (v) any other action taken by the securities depository or any Participant.

Discontinuance of DTC Services. DTC may discontinue providing its services as depository with respect to the Series 2018-B Bonds at any time by giving reasonable notice to the Board and the Trustee. Under such circumstances, in the event that a successor depository is not obtained, bond certificates are required to be authenticated and delivered.

The Board may, as provided in the Indenture, decide to discontinue use of the Book-Entry System through DTC (or a successor securities depository). In that event, Series 2018-B Bond certificates will be printed and delivered to DTC.

Use of Certain Terms in Other Sections of the Official Statement. In reviewing this Official Statement it should be understood that while the Series 2018-B Bonds are in the Book-Entry System, reference in other sections of this Official Statement to owners of such Series 2018-B Bonds should be read to include any person for whom a Participant acquires an interest in Series 2018-B Bonds, but (i) all rights of ownership, as described herein, must be exercised through DTC and the Book-Entry System and (ii) notices that are to be given to registered owners by the Trustee will be given only to DTC. DTC is required to forward (or cause to be forwarded) the notices to the Participants by its usual procedures so that such Participants may forward (or cause to be forwarded) such notices to the Beneficial Owners.

Disclaimer. Neither the Board nor the Trustee has any responsibility or obligation to any Direct Participants or Indirect Participants or the Persons for whom they act with respect to (1) the accuracy of any records maintained by DTC or any Direct or Indirect Participant; (2) the payment by any relevant Participant of any amount due to any relevant Beneficial Owner in respect of the principal of or interest or premium, if any, on the Series 2018-B Bonds; (3) the delivery by any relevant Direct Participant or relevant Indirect Participant of any notice to any relevant Beneficial Owner that is required or permitted under the terms of the Indenture to be given to the holders of the Series 2018-B Bonds; (4) the selection of the relevant Beneficial Owners to receive payment in the event of any partial redemption of the Series 2018-B Bonds; or (5) any consent given or other action taken by DTC as holder of the Series 2018-B Bonds.
Authority for Issuance

The Series 2018-B Bonds are being issued pursuant to Section 16-3-28 of the Code of Alabama 1975, as amended (the “Enabling Law”). The Enabling Law authorizes each public corporation that conducts one or more state educational institutions under its supervision to borrow money for the purchase, construction, enlargement or alteration of its facilities and to issue interest-bearing securities in evidence of such borrowing. The borrowing public corporation may pledge to the payment of such securities the fees from students levied and to be levied by or for such institution and any other moneys and revenues not appropriated by the State of Alabama to such institution. The borrowing corporation is also authorized by the Enabling Law to agree to maintain its charges and fees at such rates and in such amounts as will produce money sufficient to pay debt service on the securities with respect to which any such pledge is made and to create and maintain any required reserve therefor. The Enabling Law also authorizes refunding securities payable from the same or different sources as the securities to be refunded.

The Enabling Law provides that neither the securities issued thereunder, nor any pledge or agreement that may be made with respect to such securities, shall be or constitute an obligation of any nature whatsoever of the State of Alabama, and that neither such securities nor any obligation arising from any such pledge or agreement shall be payable out of any moneys appropriated by the State of Alabama to the institution with respect to which such securities are issued or such pledge or agreement is made.

Legal Investment Status

The Enabling Law provides that bonds, notes and other securities issued under the Enabling Law shall be eligible for the investment of trust or other fiduciary funds in the exercise of prudent judgment by those making such investment.

SECURITY AND SOURCE OF PAYMENT

Source of Payment

The Series 2018-B Bonds will be special or limited obligations of the Board payable solely out of all fees and charges now or hereafter levied against students enrolled at UAH, including without limitation, general tuition and course fees, registration fees, laboratory fees, out-of-state fees and building fees (herein referred to as the “General Fees”). The General Fees include the General Tuition Fees and the Building Fees.

For a description of the general operations of UAH, see “APPENDIX A – GENERAL DESCRIPTION OF THE UNIVERSITY OF ALABAMA IN HUNTSVILLE”.

The Series 2018-B Bonds will not be general obligations of the Board and shall never constitute or give rise to a charge against funds appropriated to the Board by the State of Alabama.

Security for Payment

Pursuant to the Indenture the Board has pledged and assigned to the Trustee the General Fees and money and investments in the funds and accounts established under the Indenture. For a description of such funds and accounts, see “APPENDIX C – SUMMARY OF THE INDENTURE”. Such pledge and assignment is for the benefit of all Bonds issued under the Indenture. The Series 2018-B1 Bonds and the Series 2018-B2 Bonds will be the fifteenth and sixteenth series of bonds issued under the Indenture. After issuance of the Series 2018-B Bonds, the Series 2009-A Bonds, the Series 2012-A Bonds, the Series 2012-B Bonds, the Series 2013-A1 Bond, Series 2013-A2 Bonds, the Series 2014-A Bonds, the Series 2015 Bond, the Series 2018-A1 Bonds, the Series 2018-A2 Bonds and the Series 2018-B Bonds will be the only bonds outstanding under and secured by the Indenture. The Indenture authorizes the issuance of additional bonds under the Indenture secured on a parity of lien basis with the Series 2009-A Bonds, the Series 2012-B2 Bonds, the Series 2012-B Bonds, the Series 2013-A1 Bond, the Series 2013-A2 Bonds, the Series 2014-A Bonds, the Series 2015 Bond, the Series 2018-A1 Bonds, the Series 2018-A2 Bonds and the Series 2018-B Bonds, subject to the terms and conditions specified in the Indenture.
The Board has also issued its Series 2010-A Student Housing Bonds. The General Fees are pledged for the payment of such bonds, with the pledge and assignment for the benefit of such bonds being expressly subject and subordinate to the pledges of the General Fees under the Indenture.

The Board, acting through its division UAH, has other miscellaneous indebtedness, but such indebtedness is not secured by a pledge or assignment of the General Fees.

For a description of the debt service requirements with respect to obligations secured by a pledge or assignment of the General Fees, see “DEBT SERVICE REQUIREMENTS ON BONDS SECURED BY A PLEDGE OF THE GENERAL FEES”.

Additional Bonds

In the Indenture, the Board has reserved the right to issue Additional Bonds secured by a pledge and assignment of the General Fees equally and ratably with the Series 2009-A Bonds, the Series 2012-A Bonds, the Series 2012-B Bonds, the Series 2013-A1 Bond, the Series 2013-A2 Bonds, the Series 2014-A Bonds, the Series 2015 Bond, the Series 2018-A1 Bonds, the Series 2018-A2 Bonds and the Series 2018-B Bonds. For a discussion of the terms of issuance of such additional bonds see “APPENDIX C—SUMMARY OF THE INDENTURE—Additional Bonds”.

Remedies

The Board is exempt from all suits under the doctrine of sovereign immunity, but agents and employees of the Board may, by mandamus, be compelled to apply the General Fees to the payment of the Series 2018-B Bonds in accordance with the terms of the Indenture. An action for mandamus and the rights of the holders of the Series 2018-B Bonds and the enforceability thereof and of the Indenture may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors’ rights and general principles of equity, including the exercise of judicial discretion in appropriate cases.

The United States Bankruptcy Code

Provisions of the United States Bankruptcy Code permit political subdivisions of a state and certain state and local public agencies or instrumentalities that are insolvent or unable to meet their debts to file petitions for relief in the Federal Bankruptcy Court if authorized by state law. While there is no legislation currently in effect in Alabama authorizing the Board to file such a petition for relief, there is no assurance that legislation authorizing the Board to file a petition for relief under the Bankruptcy Code will not be enacted in the future.

Bankruptcy proceedings by the Board could have additional adverse effects on holders of Series 2018-B Bonds, including (a) delay in the enforcement of their remedies; (b) subordination of their claims or charges on the aforesaid pledged revenues to claims of those supplying goods and services to the Board after the initiation of bankruptcy proceedings and to the administrative expenses of bankruptcy proceedings; (c) subordination of liens; (d) avoidance of liens or preferential transfers; (e) the issuance, with the approval of the Court, of certificates of indebtedness having priority over pre-existing obligations; and (f) imposition without their consent of a reorganization plan reducing or delaying or extinguishing payment on the Series 2018-B Bonds. The Bankruptcy 'Code contains provisions intended to insure that, in any reorganization plan not accepted by the holders of at least a majority in aggregate principal amount of the Series 2018-B Bonds, the holders of the Series 2018-B Bonds will have the benefit of their original claim or charge on the aforesaid pledged revenues or the "indubitable equivalent." The effect of these and other provisions of the Bankruptcy Code cannot be predicted with any certainty and may be significantly affected by judicial interpretation.

Section 922(d) of Chapter 9 of the Bankruptcy Code provides that a bankruptcy petition does not operate as a stay of "application of pledged special revenues" to the payment of indebtedness secured by such revenues in a manner consistent with other provisions of the Bankruptcy Code. Without limitation, section 928 of the Bankruptcy Code provides that special revenues acquired by the debtor after commencement of a chapter 9 case remain subject to any lien resulting from any security agreement entered into by the debtor before commencement of the case, but further provides that any such lien on special revenues (other than municipal betterment assessments) derived from a project or system shall be subject to "the necessary operating expenses of such project or system." It is not clear
whether the pledge of the General Fees made by the Board for the benefit of the Series 2018-Bonds would constitute "special revenues" as that term is defined in section 902(2) of the Bankruptcy Code. Moreover, the phrase "application of pledged special revenues" has given rise to arguments that the provisions of section 922(d) apply only to funds in possession and control of the debtholders, or their trustee. Therefore, it is uncertain whether or not the filing of a chapter 9 petition would affect application of General Fees for the payment of principal and interest on the Series 2018-Bonds. Similarly, it is uncertain whether section 928 of the Bankruptcy Code would control the claims of holders of the Series 2018-Bonds with respect to the General Fees.

The approving legal opinion of Bond Counsel will contain the customary reservation that the rights of the holders of the Series 2018-B Bonds and the enforceability thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights and the exercise of judicial discretion in appropriate cases. See the proposed form of approving legal opinion of Bond Counsel to the Board set forth in APPENDIX C.

THE PLAN OF FINANCING

Proceeds of the Series 2018-B Bonds will be used to (i) pay the costs of renovating Morton Hall, an academic building with classrooms on the campus of UAH, and other capital improvements and costs at UAH (collectively, the "2018-B Improvements"), and (ii) pay the costs of issuance of the Series 2018-B Bonds. Proceeds from the Series 2018-B Bonds will be deposited with a financial institution selected by UAH pending use for payment of the 2018-B Improvements. Such funds will not be pledged to the Series 2018-B Bonds nor will holders of the Series 2018-B Bonds or any other Bonds issued under the Indenture have any lien or rights with respect to such proceeds.

SOURCES AND USES OF FUNDS

The sources and uses of funds for the plan of financing are expected to be as follows:

Sources of Funds

Principal of Series 2018-B Bonds
[Net] original issue [premium/discount]

Total

Uses of Funds

2018-B Improvements
Costs of issuance (including underwriting, legal, accounting, financial advisor, and other expenses)

Total

DEBT STRUCTURE OF UAH

Outstanding Long-Term Debt Payable From the General Fees

After giving effect to the issuance of the Series 2018-B Bonds, the Board will have the following long-term debt outstanding that is payable from the General Fees:

Series 2018-B Bonds. These are the bonds offered pursuant to this Official Statement. These bonds are payable from and secured by the General Fees on a parity basis with respect to the Series 2018-A1 Bonds, the Series 2018-A2 Bonds, Series 2015 Bond, the Series 2014-A Bonds, the Series 2013-A1 Bond, the Series
2013-A2 Bonds, the Series 2012-A Bonds, the Series 2012-B Bonds, the Series 2009-A Bonds, and all other Bonds issued pursuant to the Indenture.

**Series 2018-A1 Bonds.** The Series 2018-A1 Bonds were issued pursuant to the Indenture and are payable and secured by the General Fees on a parity basis with respect to all other Bonds issued under the Indenture. As of October 1, 2018, the Series 2018-A1 Bonds are outstanding in the aggregate principal amount of $5,400,000 and mature or are subject to mandatory redemption on September 1 in the years 2019 through 2027.

**Series 2018-A2 Bonds.** The Series 2018-A2 Bonds were issued pursuant to the Indenture and are payable and secured by the General Fees on a parity basis with respect to all other Bonds issued under the Indenture. As of October 1, 2018, the Series 2018-A2 Bonds are outstanding in the aggregate principal amount of $27,115,000 and mature or are subject to mandatory redemption on September 1 in the years 2019 through 2028.

**Series 2015 Bond.** The Series 2015 Bond was issued pursuant to the Indenture and is payable and secured by the General Fees on a parity basis with respect to all other Bonds issued under the Indenture. As of October 1, 2018, the Series 2015 Bond is outstanding in the principal amount of $3,728,000 and has principal installments maturing or subject to mandatory redemption on June 1 in the years 2019 through 2025.

**Series 2014-A Bonds.** The Series 2014-A Bonds were issued pursuant to the Indenture and are payable and secured by the General Fees on a parity basis with respect to all other Bonds issued under the Indenture. As of October 1, 2018, the Series 2014-A Bonds are outstanding in the aggregate principal amount of $8,810,000 and mature or are subject to mandatory redemption on September 1 in the years 2019 through 2034.

**Series 2013-A1 Bond.** The Series 2013-A1 Bond was issued pursuant to the Indenture and is payable and secured by the General Fees on a parity basis with respect to all other Bonds issued under the Indenture. As of October 1, 2018, the Series 2013-A1 Bonds are outstanding in the aggregate principal amount of $3,920,000 and matures or is subject to mandatory redemption on April 1 in the years 2019 through 2023.

**Series 2013-A2 Bonds.** The Series 2013-A2 Bonds were issued pursuant to the Indenture and are payable and secured by the General Fees on a parity basis with respect to all other Bonds issued under the Indenture. As of October 1, 2018, the Series 2013-A2 Bonds are outstanding in the aggregate principal amount of $24,455,000 mature or are subject to mandatory redemption on April 1 in the years 2024 through 2043.

**Series 2012-A Bonds.** The Series 2012-A Bonds were issued pursuant to the Indenture and are payable and secured by the General Fees on a parity basis with respect to all other Bonds issued under the Indenture. As of October 1, 2018, the Series 2012-A Bonds are outstanding in the aggregate principal amount of $8,135,000 and mature or are subject to mandatory redemption on April 1 in the years 2019 through 2031 and on October 1, 2031.

**Series 2012-B Bonds.** The Series 2012-B Bonds were issued pursuant to the Indenture and are payable and secured by the General Fees on a parity basis with respect to all other Bonds issued under the Indenture. As of October 1, 2018, the Series 2012-B Bonds are outstanding in the aggregate principal amount of $9,170,000 and mature or are subject to mandatory redemption on September 1 in the years 2019 through 2026 and on December 1, 2026.

**Series 2010 Student Housing Bonds.** The Series 2010 Student Housing Bonds were issued pursuant to a Trust Indenture dated July 1, 2010 and are payable from (i) net student housing revenues from a student housing facility and (ii) the General Fees on a subordinate basis to the Series 2018-B Bonds and any other Bonds issued pursuant to the Indenture. As of October 1, 2018, the Series 2010 Student Housing Bonds are outstanding in the aggregate principal amount of $25,515,000 and mature or are subject to mandatory redemption on June 1 in the years 2019 through 2042.
Series 2009-A Bonds. The Series 2009-A Bonds were issued pursuant to the Indenture and are payable and secured by the General Fees on a parity basis with respect to the Series 2018-B Bonds and all other Bonds issued under the Indenture. As of October 1, 2018, the Series 2009-A Bonds are outstanding in the aggregate principal amount of $5,205,000 and mature or are subject to mandatory redemption on July 1 in the years 2019 through 2029.

Additional Debt Payable From General Fees

The Board currently has no plans for incurring any additional material debt payable from the General Fees. From time to time, depending on market conditions, the Board also anticipates that it will refund existing debt in accordance with its debt management objectives. Such debt may be issued as additional bonds under the Indenture. See “APPENDIX C – SUMMARY OF THE INDENTURE – Additional Bonds”.

Outstanding Short-Term Debt Payable From General Fees

The Board will not have any short-term debt payable from the General Fees when the Series 2018-B Bonds are issued.

Outstanding Debt Payable From Other Sources

The Board has the following outstanding debt payable from revenue sources at UAH other than the General Fees.

1981 Housing Revenue Bonds. The Board’s The University of Alabama in Huntsville Housing Revenue Bonds issued in 1981 are payable from revenues derived from UAH’s consolidated housing revenues. As of October 1, 2018, these bonds are outstanding in the aggregate principal amount of $291,000 and mature on May 1 in the years 2019 through 2021.

1980 Housing Revenue Bonds. The Board’s The University of Alabama in Huntsville Housing Revenue Bonds issued in 1980 are payable from UAH’s consolidated housing revenues. As of October 1, 2018, these bonds are outstanding in the aggregate principal amount of $185,000 and mature on May 1 in the years 2018 through 2020.

Miscellaneous Debt. From time to time the Board has incurred various debts (including notes and capitalized leases) that are payable from income from the financed property or other sources other than the General Fees. Such debt was outstanding in the amount of $422,154 as of October 1, 2018.

Other System Debt

The Board has incurred, and will continue to incur, debt payable solely from revenues of its two other operating divisions at the Tuscaloosa campus and the Birmingham campus. This debt will have no claim on the General Fees or any other revenues from the operation of UAH.

Note Regarding GASB Nos. 68, 74, 75 and 82, and Pension and OPEB Liabilities

In June 2012, the Governmental Accounting Standards Board (“GASB”) issued Statement No. 68, Accounting and Financial Reporting for Pensions (“GASB No. 68” or the “Standard”). The Standard generally requires that in financial statements of governmental entities prepared using the economic resources measurement focus and accrual basis of accounting, such as those of UAH, an employer that does not have a special funding situation is required to recognize a liability for its proportionate share of the net pension liability. It also changes the amount and method of recognition of periodic pension expense, as well as required certain new disclosures. This standard was effective for UAH’s fiscal year ending September 30, 2015.

On April 11, 2016, GASB issued pension guidance for financial reporting to address implementation issues related to the new pension accounting standards for state and local governments. Statement No. 82 amends Statement Nos. 67 and 68 to change the payroll measure required to be presented in schedules of required supplementary
information and ratios that use that measure. Statement No. 82 requires the presentation of “covered payroll,” which is defined as the payroll on which contributions to a pension plan are based. Previously, Statement Nos. 67 and 68 required the presentation of “covered-employee payroll” which was defined as the payroll of employees that are provided with pension through the pension plan and ratios that use that measure. The University adopted GASB Statement No. 82 for the year ended September 30, 2017.

GASB issued Statement No. 74 (“GASB No. 74”) in June 2015. The objective of this statement is to improve the usefulness of information about postemployment benefits other than pensions (other postemployment benefits or “OPEB”) included in the general purpose external financial reports of state and local governmental OPEB plans for making decisions and assessing accountability. This statement became effective for financial statements for fiscal years beginning after June 15, 2016. The University of Alabama System Office (the “System Office”) has determined there was no impact from the adoption of GASB No. 74.

GASB also issued in June 2015 Statement No. 75 (“GASB No. 75”). The objective of this statement is to improve accounting and financial reporting by state and local governments for OPEB. This statement is effective for fiscal years beginning after June 15, 2017. The System Office is currently evaluating the impact that GASB No. 75 will have on its financial statements, but notes that the adoption of this standard will likely result in the recognition of a material liability and a corresponding material reduction of the System Office’s unrestricted net position.

**DEBT SERVICE REQUIREMENTS ON BONDS SECURED BY A PLEDGE OF THE GENERAL FEES**

The following table sets forth the estimated debt service requirements, rounded to the nearest whole dollar, on all bonds of the Board that will be secured by a pledge of the General Fees after the Series 2018-B Bonds are issued. Columns and rows may not add due to rounding.

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td>Principal Interest Total</td>
<td>Principal Interest Total</td>
<td>$1,469,459</td>
<td></td>
</tr>
<tr>
<td>2019</td>
<td>1,475,411</td>
<td></td>
<td>1,485,282</td>
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<tr>
<td>2020</td>
<td>1,599,032</td>
<td></td>
<td>1,604,462</td>
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<td>2021</td>
<td>1,603,722</td>
<td></td>
<td>1,607,007</td>
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<td>2022</td>
<td>1,614,122</td>
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<td>1,619,872</td>
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<tr>
<td>2023</td>
<td>1,624,257</td>
<td></td>
<td>1,632,277</td>
<td></td>
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<tr>
<td>2024</td>
<td>1,643,737</td>
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<td>1,643,737</td>
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<tr>
<td>2025</td>
<td>1,658,442</td>
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<td>2026</td>
<td>1,656,197</td>
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<tr>
<td>2027</td>
<td>1,677,587</td>
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<td>2028</td>
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<td>2029</td>
<td>1,722,445</td>
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<td>1,722,445</td>
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<tr>
<td>2030</td>
<td>1,745,467</td>
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<td>2031</td>
<td>1,775,701</td>
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<td>1,867,095</td>
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<td>2035</td>
<td>1,898,793</td>
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<td>2037</td>
<td>1,970,445</td>
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<td>2044</td>
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</tr>
</tbody>
</table>

15 300
DEBT SERVICE COVERAGE

Set forth below is the historical coverage of estimated maximum annual debt service requirements ($[____] occurring in fiscal year [____]) on all bonds secured by a pledge of the General Fees (both on a prior and parity basis among the issues of General Fee Revenue Bonds issued under the Indenture and on a subordinate basis in the case of the Student Housing Revenue Bonds, without taking into account any other revenues that are the primary security and source of payment for such Student Housing Revenue Bonds, but taking into account the federal subsidy for such Bonds) and taking into account the issuance of the Series 2018-B Bonds. General Fees are shown net of scholarship allowances. See “DEBT SERVICE REQUIREMENTS ON BONDS SECURED BY A PLEDGE OF THE GENERAL FEES”.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>General Fees</th>
<th>Coverage of Maximum Annual Debt Service (Rounded)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2013-14</td>
<td>$53,469,001</td>
<td>[____]x</td>
</tr>
<tr>
<td>2014-15</td>
<td>53,743,262</td>
<td>[____]x</td>
</tr>
<tr>
<td>2015-16</td>
<td>57,817,833</td>
<td>[____]x</td>
</tr>
<tr>
<td>2016-17</td>
<td>62,397,294</td>
<td>[____]x</td>
</tr>
</tbody>
</table>

For a description of the General Fees and historical enrollment at UAH see “APPENDIX A”.

RISK FACTORS

Limited Source of Payment

The Series 2018-B Bonds will be limited obligations of the Board, payable solely from, and secured by a pledge of, the General Fees. See “SECURITY AND SOURCE OF PAYMENT”.

The Series 2018-B Bonds will not be debts or obligations of the State of Alabama, and debt service on the Series 2018-B Bonds will not be payable out of any money provided or appropriated to the Board by the State of Alabama. Holders of the Series 2018-B Bonds shall never have the right to demand payment of the Series 2018-B Bonds from the Board from any source other than the special funds established under the Indenture and the General Fees and shall be entitled to payment from such sources only on a parity basis with all other bonds outstanding under the Indenture.

The net proceeds of the Series 2018-B Bonds will not be held in a special fund under the Indenture or otherwise pledged to secure payment of the Series 2018-B Bonds.
Limitation on Remedies Upon Default

The Indenture does not constitute a mortgage on or security interest in any properties of the Board, and no foreclosure or sale proceedings with respect to any property of the Board may occur.

The Board is exempt from all suits under the doctrine of sovereign immunity, but agents and employees of the Board may, by mandamus, be compelled to apply the General Fees to the payment of the Series 2018-B Bonds in accordance with the terms of the Indenture.

An action for mandamus and the rights of the holders of the Series 2018-B Bonds and the enforceability thereof and of the Indenture may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors’ rights and general principles of equity, including the exercise of judicial discretion in appropriate cases.

State Proration

The State of Alabama appropriates money each year to UAH for operating costs and non-operating cash requirements, including capital expenditures. Because the State is mandated by its constitution to operate with a balanced budget, the State occasionally has reduced its appropriations, through a process known as “proration”, when its annual revenues are not expected to meet budgeted appropriations. It is expected that proration will be implemented from time to time in the future, and when proration does occur, UAH will be required to implement various cost-saving measures in order to balance its own budget. Although proration may impact UAH’s budget, the Series 2018-B Bonds are not payable from State appropriations. See information in APPENDIX A under the caption “State Appropriations.”

On each occasion when proration was announced by the State, UAH responded by modifying amounts budgeted for contingency purposes, applying unrestricted fund balances carried over from previous years, deferring equipment purchases, reducing administrative expenses such as travel cost and not filling vacant positions. Adjustments to reduce the recurring expense base for personnel and other costs, and to enhance recurring revenue streams where possible, were also made to rebalance the budget for proration considered to reflect long-term funding prospects. UAH will adjust for future prorations, if any, by taking similar actions.

General Factors Affecting the General Fees

No representation can be made and no assurance can be given that the General Fees will be sufficient to make the required payment of debt service on the Series 2018-B Bonds and pay necessary operating expenses. Such receipts are subject to a variety of factors that could adversely affect debt service coverage on the Series 2018-B Bonds, including general economic conditions, population in UAH’s basic service area, the demand for higher education, and legislative and administrative requirements on UAH’s operations.

Qualification of Legal Opinions

The various legal opinions to be delivered concurrently with delivery of the Series 2018-B Bonds (1) will be qualified as to enforceability of the various legal instruments by limitations imposed by bankruptcy, reorganization, insolvency, or other similar laws affecting the rights of creditors generally and by equitable remedies and proceedings generally and (2) will express the professional judgment of the attorneys rendering the opinions as to the legal issues explicitly addressed therein. By rendering a legal opinion, the opinion giver does not become an insurer or guarantor of that expression of professional judgment, of the transaction opined upon, or the future performance of parties to the transaction, and the rendering of an opinion does not guarantee the outcome of any legal dispute that may arise out of the transaction.

Tax-Exempt Status of Series 2018-B Bonds

It is expected that the Series 2018-B Bonds will qualify as tax-exempt obligations for federal income tax purposes as of the date of issuance. See “TAX STATUS”. Bond counsel is delivering an opinion with respect to certain aspects of the tax status of the Series 2018-B Bonds. The opinion for the Series 2018-B Bonds is attached to this Official Statement as APPENDIX D, and should be read in its entirety for a complete understanding of the scope of the
opinion and the conclusions expressed. A legal opinion is only the expression of professional judgment and does not constitute a guaranty with respect to the matters covered. In addition, the opinion of bond counsel speaks only as of its date, and bond counsel does not undertake to advise bondholders about subsequent developments.

The tax status of the Series 2018-B Bonds could be affected by post-issuance events. There are various requirements of the Internal Revenue Code that must be observed or satisfied after the issuance of the Series 2018-B Bonds in order for the Series 2018-B Bonds to qualify for, and retain, tax-exempt status. These requirements include use of the proceeds of the Series 2018-B Bonds, use of the facilities financed by the Series 2018-B Bonds, investment of bond proceeds, and the rebate of so-called excess arbitrage earnings. Compliance with these requirements is the responsibility of the Board.

The Internal Revenue Service conducts an audit program to examine compliance with the requirements regarding tax-exempt status. If the Series 2018-B Bonds become the subject of an audit, under current IRS procedures, the Board would be treated as the taxpayer in the initial stages of an audit, and the owners of the Series 2018-B Bonds would have limited rights to participate in the audit process. The initiation of an audit with respect to the Series 2018-B Bonds could adversely affect the market value and liquidity of the Series 2018-B Bonds, even though no final determination about the tax-exempt status would have been made. If an audit were to result in a final determination that the Series 2018-B Bonds do not qualify as tax-exempt obligations, such a determination could be retroactive in effect to the date of issuance of the Series 2018-B Bonds.

In addition to post-issuance compliance, a change in law after the date of issuance of the Series 2018-B Bonds could affect the tax-exempt status of the Series 2018-B Bonds or the economic benefit of investing in the Series 2018-B Bonds. For example, Congress could eliminate the exemption for interest on the Series 2018-B Bonds, or it could reduce or eliminate the federal income tax, or it could adopt a so-called flat tax. See “RISK FACTORS — Future Legislation Could Affect Bonds” below.

The Indenture does not provide for mandatory redemption of the Series 2018-B Bonds or payment of any additional interest or penalty if a determination is made that the Series 2018-B Bonds do not comply with the existing requirements of the Internal Revenue Code or if a subsequent change in law adversely affects tax-exempt status of the Series 2018-B Bonds.

**Future Legislation Could Affect Bonds**

The federal government is considering various proposals to reduce federal budget deficits and the amount of federal debt, including proposals that would eliminate or reduce indirect expenditures made through various deductions and exemptions currently allowed by the income tax laws.

The exemption for interest on tax-exempt bonds is one of the indirect expenditures that could be affected by a deficit reduction initiative. Some deficit-reduction proposals would completely eliminate the exemption for interest on tax-exempt bonds. Other proposals would place an aggregate cap on the total amount of exemptions and deductions that may be claimed by a taxpayer, or a cap on the exemption for interest on tax-exempt bonds. Changes in the rate of the federal income tax, including so-called “flat tax” proposals, could also reduce the value of the exemption.

Changes affecting the exemption for interest on tax-exempt bonds, if enacted, could apply to tax-exempt bonds already outstanding, including the Series 2018-B Bonds offered pursuant to this Official Statement, as well as bonds issued after the effective date of such legislation. It is not possible to predict whether Congress will adopt legislation affecting the exemption for tax-exempt bonds, what the provisions of such legislation may be, whether any such legislation will be retroactive in effect, or what effect any such legislation may have on investors in the Series 2018-B Bonds. Investors should consult their own tax advisers about the prospects and possible effect of future legislation that could affect the exemption for interest on tax-exempt bonds.

For taxable debt such as the Series 2010-A Student Housing Bonds, which are Build America Bonds providing the Board with the benefit of a federal subsidy, it is possible that the value of the subsidy will be reduced through Sequestration, with the effect that the Board will be responsible for increased net debt service with respect to the Series 2010-A Student Housing Bonds.
RATINGS

Moody’s Investors Service, Inc. and Standard & Poor’s Rating Service, a division of The McGraw-Hill Companies, Inc. (together, the “Rating Agencies”) have assigned the ratings to the Series 2018-B Bonds as indicated on the cover page of this Official Statement based upon information provided by the Board. Each rating reflects the respective Rating Agency’s underlying rating of the creditworthiness of the Board with respect to obligations payable from the General Fees. Any further explanation of the significance of such ratings may be obtained only from the appropriate rating agency. The Board furnished to the Rating Agencies the information contained in this Official Statement and certain other information respecting the Board and the Series 2018-B Bonds. Generally, Rating Agencies base their underlying ratings on such materials and information, as well as on their own investigations, studies and assumptions.

The ratings indicated on the cover page are not recommendations to buy, sell or hold the Series 2018-B Bonds, and any such ratings may be subject to revision or withdrawal at any time by the Rating Agencies. Any downward revision or withdrawal of any or all of such ratings may have an adverse effect on the market price of the affected Series 2018-B Bonds. Neither the Board nor the Underwriter[s] has undertaken any responsibility either to bring to the attention of the Series 2018-B Bondholders any proposed revision, suspension or withdrawal of a rating or to oppose any such revision, suspension or withdrawal.

TAX STATUS

General

Under existing law, the tax status of the Series 2018-B Bonds will include the following characteristics:

Federal Tax-Exempt Status. Interest on the Series 2018-B Bonds will be excluded from gross income for federal income tax purposes if the Board complies with all requirements of the Internal Revenue Code of 1986 (the “Internal Revenue Code”) that must be satisfied subsequent to the issuance of the Series 2018-B Bonds in order that interest thereon be and remain excluded from gross income. Failure to comply with such requirements could cause the interest on the Series 2018-B Bonds to be included in gross income, retroactive to the date of issuance of the Series 2018-B Bonds. The Board has covenanted to comply with all such requirements.

Federal Tax Preference Treatment. Interest on the Series 2018-B Bonds will not be an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; however, with respect to corporations, such interest is taken into account in determining adjusted current earnings for the purpose of computing the alternative minimum tax imposed on such corporations.


Original Issue Discount

The original issue discount is the selling price of a Series 2018-B Bond, to the extent properly allocable to each owner of such Series 2018-B Bond, that is excluded from gross income for federal income tax purposes with respect to such owner. The original issue discount is the excess of the stated redemption price at maturity of such Series 2018-B Bond over the initial offering price to the public, excluding underwriters and other intermediaries, at which price a substantial amount of the Series 2018-B Bonds of such maturity were sold.

Under Section 1288 of the Internal Revenue Code, original issue discount on tax-exempt Series 2018-B Bonds accrues on a compound basis. The amount of original issue discount that accrues to an owner of a Series 2018-B Bond during any accrual period generally equals (i) the issue price of such Series 2018-B Bond plus the amount of original issue discount accrued in all prior accrual periods, multiplied by (ii) the yield to maturity of such Series 2018-B Bond (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period), minus (iii) any interest payable on such Series 2018-B Bond during such accrual period. The amount of original issue discount so accrued in a particular accrual period will be considered to be received ratably on each day of the accrual period, will be excluded from gross income for federal income tax purposes, and will
increase the owner’s tax basis in such Series 2018-B Bond. Purchasers of any Series 2018-B Bond at an original issue
discount should consult their tax advisers regarding the determination and treatment of original issue discount for
federal income tax purposes, and with respect to state and local tax consequences of owning such Series 2018-B Bond.

Original Issue Premium

An amount equal to the excess of the purchase price of a Series 2018-B Bond over its stated redemption price
at maturity constitutes premium on such Series 2018-B Bond. A purchaser of a Series 2018-B Bond must amortize
any premium over such Series 2018-B Bond’s term using constant yield principles, based on the Series 2018-B Bond’s
yield to maturity. As premium is amortized, the purchaser’s basis in such Series 2018-B Bond and the amount of tax-
exempt interest received will be reduced by the amount of amortizable premium properly allocable to such purchaser.
This will result in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes on
sale or disposition of such Series 2018-B Bond prior to its maturity. Even though the purchaser’s basis is reduced, no
federal income tax deduction is allowed. Purchasers of any Series 2018-B Bonds at a premium, whether at the time
of initial issuance or subsequent thereto, should consult with their own tax advisors with respect to the determination
and treatment of premium for federal income tax purposes, and with respect to state and local tax consequences of
owning such Series 2018-B Bonds.

See “RISK FACTORS—Tax-Exempt Status of Series 2018-B Bonds” for a discussion of certain risk factors
relating to investment in the Series 2018-B Bonds.

NO OBLIGATION OF STATE OF ALABAMA FOR PAYMENT OF SERIES 2018-B BONDS

The Series 2018-B Bonds are special obligations of the Board payable solely out of, and secured by a pledge
of, the General Fees. Neither the principal of nor the interest on the Series 2018-B Bonds nor the aforesaid pledge or
any other agreement contained in the Indenture shall constitute an obligation (whether direct, indirect or contingent)
of any nature whatsoever of the State of Alabama, and neither the Series 2018-B Bonds nor any obligation arising
from said pledge or agreements shall be payable out of any moneys appropriated to the Board or to UAH by the State
of Alabama.

LITIGATION

The Board

There is not now pending or, to the knowledge of the Board, threatened any litigation or other proceeding
restraining or enjoining the issuance or delivery of the Series 2018-B Bonds or questioning or affecting the validity of
the Series 2018-B Bonds or the proceedings or authority under which they are to be issued. Neither the creation,
the organization nor the existence of the Board nor the title of any of the present members or other officers of the Board
to their respective offices is being contested. There is no litigation or other proceeding pending or, to its knowledge,
threatened which in any manner questions the right of the Board to enter into the Indenture or to secure the Series
2018-B Bonds in accordance with the Indenture.

UAH

UAH has advised that no litigation or other proceeding is pending, or to its knowledge, threatened against it
except for litigation (a) in which the probable recoveries and the estimated costs and expenses of defense will be
entirely within the applicable insurance policy limits (subject to applicable deductibles) or are not in excess of the
total of the reserves held under the applicable self-insurance or shared-risk program or (b) in which an adverse
determination would not have a material adverse effect on the operations or the financial condition of UAH.
LEGAL MATTERS

The legality and validity of the Series 2018-B Bonds will be approved by Bradley Arant Boult Cummings LLP, Birmingham, Alabama, bond counsel. Bond counsel will render an opinion with respect to the Bonds in substantially the form attached as APPENDIX D. The opinion of bond counsel should be read in its entirety for a complete understanding of the scope of the opinion and the conclusions expressed. Delivery of the Bonds is contingent upon the delivery of the opinion of bond counsel. Sid Trant, General Counsel to the University of Alabama System and Secretary to the Board, has served as counsel to the Board in connection with the issuance of the Series 2018-B Bonds.

UNDERWRITING

The Series 2018-B1 Bonds were purchased at a competitive sale by [_________________________] (the “2018-B1 Underwriter”). The Series 2018-B1 Bonds are being reoffered by the 2018-B1 Underwriter at the prices or yields reflected on the inside cover page of this Official Statement respecting such series. The purchase price being paid by the 2018-B1 Underwriter is $[___________], which reflects [net] original issue [premium/discount] of $[___________] and an underwriter’s spread or compensation of $[___________].

The Series 2018-B2 Bonds were purchased at a competitive sale by [_________________________] (the “2018-B2 Underwriter”). The Series 2018-B2 Bonds are being reoffered by the 2018-B2 Underwriter at the prices or yields reflected on the inside cover page of this Official Statement respecting such series. The purchase price being paid by the 2018-B2 Underwriter is $[___________], which reflects [net] original issue [premium/discount] of $[___________] and an underwriter’s spread or compensation of $[___________].

CONTINUING DISCLOSURE

General

The Board has covenanted for the benefit of the holders of the Series 2018-B Bonds to provide to the Municipal Securities Rule Making Board’s Electronic Municipal Market Access System (“EMMA”) (i) certain financial information and operating data relating to the Board on an annual basis (the “Annual Financial Information”) within 270 days after the end of its fiscal year and (ii) notices of the occurrence of the following events in a timely manner not in excess of ten (10) business days after their occurrence, to EMMA with respect to the Series 2018-B Bonds (as appropriate): (a) principal and interest payment delinquencies, (b) non-payment related defaults, if material, (c) unscheduled draws on debt service reserves reflecting financial difficulties, (d) unscheduled draws on credit enhancements reflecting financial difficulties, (e) substitution of credit or liquidity providers, or their failure to perform, (f) adverse tax opinions, the issuance by the IRS of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the Series 2018-B Bonds, (g) modifications to rights of bondholders, if material, (h) bond calls (excluding mandatory, scheduled redemptions which are set forth in detail in the Official Statement, and the only open issue is which Series 2018-B Bonds will be redeemed in the case of a partial redemption), if material, (i) defeasances, (j) release, substitution, or sale of property securing repayment of the Series 2018-B Bonds (as appropriate), if material, (k) rating changes, (l) tender offers, (m) bankruptcy, insolvency, receivership, or similar proceeding of the Board, (n) the consummation of a merger, consolidation, or acquisition involving the Board or the sale of all or substantially all of the assets of the Board, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and (o) appointment of successor or additional trustee, or the change of name of a trustee, if material.

The Board also agrees to provide, in a timely manner, to the MSRB (through EMMA) notice of a failure by the Board to provide the required annual financial information on or before the date specified in its written continuing disclosure undertaking.

The Annual Financial Information will include financial information and operating data relating to the Board similar to the type found in the section of this Official Statement called “APPENDIX A – Faculty and Staff, Student
Enrollment, Tuition and Fees and Financial Matters”. In addition, the Board will provide audited financial statements prepared in accordance with generally accepted accounting principles. Such audited financial statements may take the form of a System-wide financial presentation of the Board, but in such event will include segment financial information for UAH in accordance with generally accepted accounting principles. The accounting principles may change from time to time, as directed by the Governmental Accounting Standards Board (“GASB”), and may change the presentation of financial information. See “APPENDIX A – Financial Matters”.

The Board will disseminate its Annual Financial Information (in the form and by the dates described above) to EMMA in such manner and format and accompanied by identifying information as is prescribed by the MSRB or the Securities and Exchange Commission at the time of delivery of such information and by such time so that such entities receive the information by the dates specified.

The Board shall never be subject to money damages for its failure to comply with its obligations to provide the required information. The only remedy available to the holders of the Series 2018-B Bonds for breach by the Board of its obligations to provide the required information shall be the remedy of specific performance or mandamus against appropriate officials of the Board. The failure by the Board to provide the required information shall not be an event of default with respect to the Series 2018-B Bonds under the Indenture.

No person other than the Board shall have any liability or responsibility for compliance by the Board with its obligations to provide information. The Trustee has not undertaken any responsibility with respect to any required reports, notices or disclosures.

The Board retains the right to modify its obligations described above as long as such modification is done in a manner consistent with Rule 15c2-12 of the Securities and Exchange Commission.

Compliance with Prior Undertakings

The Board has discovered deficiencies in disclosure for various of its divisions, including UAH, which it reported in an event notice filed with EMMA on November 26, 2014, under the following base CUSIP numbers: 914025, 914026, 914031 and 91402J. Such event notice is available at www.emma.msrb.org.

In addition, during the past five years, UAH failed to file on a timely basis certain information required by its previous undertakings. Audited financial statements as well as certain financial and operating data for fiscal years ended September 30, 2012, 2013 and 2015 were filed late. Fiscal years’ 2012 and 2013 audited financial statements and operating data were filed on August 7, 2014, and the fiscal year 2015 audited financial statement and operating data was filed on September 9, 2016. Also, UAH did not file timely notices of the failure to file required financial information when due. The late notices were also filed on August 7, 2014 and September 9, 2016, respectively. For fiscal year 2016, the audited financial statements of UAH were not filed until March 31, 2017 (i.e., two days after the relevant deadline), and other financial and operating data for UAH was filed late on April 14, 2017, although notice of the late filing of such financial and operating data was filed on March 31, 2017. UAH did not file timely notices of these failures respecting fiscal year 2016 financial information until March 6, 2018. In some instances, annual financial information filed by UAH failed to attach all requisite CUSIP numbers on EMMA. All such information has been relinked on EMMA.

The Board has four separate operating divisions, one of which is UAH. The Board issues revenue bonds for the benefit of each operating division; however, the borrowing for each operating division is based solely on the credit of that operating division, and the debt incurred for that operating division is payable solely out of revenues from that operating division. The Board wishes to clarify that for purposes of the Rule and the continuing disclosure undertaking by UAH in connection with the issuance of these Bonds, the “obligated person” for continuing disclosure will be UAH, not any other operating division of the Board. The Board has not attempted in this Official Statement to describe continuing disclosure compliance for any of its operating divisions other than UAH.
While ratings of bond insurers are publicly available, UAH failed to file timely notice of changes in the ratings of credit enhancers, consisting of bond insurers, for certain of its Bonds from time to time. A filing to that effect and certain other deficiencies was filed on EMMA on August 7, 2014.

INDEPENDENT ACCOUNTANTS

The financial statements of UAH and its discretely presented component unit as of September 30, 2017 and 2016 and for the years then ended, included in this Official Statement as APPENDIX B, have been audited by PricewaterhouseCoopers LLP, independent accountants, as stated in their report, which report also appears in APPENDIX B. As stated in their report, PricewaterhouseCoopers LLP, did not audit the financial statements of the University of Alabama in Huntsville Foundation ("UAHF"), UAH's discretely presented component unit, as of September 30, 2017 and 2016, and for the years then ended. Those statements were audited by other auditors whose report thereon was furnished to PricewaterhouseCoopers, LLP, and their opinion, insofar as it relates to the amounts included for UAHF, is based solely on the report of the other auditors.

FINANCIAL ADVISOR

PFM Financial Advisors LLC, Huntsville, Alabama (the "Financial Advisor") is serving as financial advisor to the Board in connection with the issuance of the Series 2018-B Bonds. The Financial Advisor assisted in the preparation of this Official Statement and in other matters relating to the planning, structuring and issuance of the Series 2018-B Bonds, and provided other advice to the Board. The Financial Advisor will not engage in any underwriting activities with regard to the issuance and sale of the Series 2018-B Bonds. The Financial Advisor is not obligated to undertake, and has not undertaken to make, an independent verification or to assume responsibility for the accuracy, completeness or fairness of the information contained in this Official Statement, and is not obligated to review or ensure compliance with the undertaking by the Board to provide continuing secondary market disclosure.

APPENDICES

THE APPENDICES TO THIS OFFICIAL STATEMENT CONTAIN INFORMATION CONCERNING THE BOARD AND THE SERIES 2018-B BONDS. SUCH APPENDICES ARE AN INTEGRAL PART OF THIS OFFICIAL STATEMENT AND SHOULD BE READ IN THEIR ENTIRETY.

CERTIFICATE

This Official Statement has been approved and deemed “final” by the Board within the meaning of Rule 15c2-12 of the Securities and Exchange Commission, to the best of its knowledge and belief.

MISCELLANEOUS

The Board has duly authorized the execution and delivery of this Official Statement.
APPENDIX A

GENERAL DESCRIPTION OF
THE UNIVERSITY OF ALABAMA IN HUNTSVILLE
APPENDIX A

GENERAL DESCRIPTION OF
THE UNIVERSITY OF ALABAMA IN HUNTSVILLE

THE BOARD

The University of Alabama System consists of three autonomous campuses at Huntsville, Birmingham and Tuscaloosa (“The University of Alabama System”), and is governed by the Board, a 17-member board known as “The Board of Trustees of The University of Alabama” (herein referred to as the “Board”). The Board is a public educational corporation and instrumentality of the State of Alabama. Each campus is operated as a division of the Board. The Board includes the Governor of the State of Alabama as President ex officio of the Board and the State Superintendent of Education as an ex officio member of the Board. The other 15 members are elected by the incumbent members, and each of the congressional districts in the State is represented. The election of these 15 members is subject to confirmation or rejection by the Senate of the State of Alabama. In the event that the Senate confirms the election or chooses to take no action, each member will serve until the expiration of his term and until a successor is elected. With respect to members not yet considered by the Senate, members serve until the expiration of their term unless rejected and until the confirmation of a successor by the Senate.

Each campus has a separate President who reports to the Board through the Chancellor of The University of Alabama System. The Board determines policy and approves operating budgets, educational programs, facilities and capital financing for each campus, and sets the separate tuition and fee schedules applicable at each campus.

The current members of the Board are as follows:

President
Governor Kay Ivey, ex officio

President Pro Tempore
Ronald W. Gray

Members
Eric Mackey, ex officio
Karen P. Brooks
Joseph C. Espy III
Barbara Humphrey
Vanessa Leonard
W. Davis Malone, III
Harris V. Morrissette
Scott Phelps
William “Britt” Sexton
W. Stancil “Stan” Starnes
Finis E. St. John IV
Marietta M. Urquhart
Kenneth L. Vandervoort
James W. Wilson III

Interim Chancellor of The University of Alabama System

Trustee Finis E. (Fess) St. John, IV, assumed the position of Interim Chancellor of The University of Alabama System on August 1, 2018. Mr. C. Ray Hayes had previously been Chancellor of The University of Alabama System since September 1, 2016.
Mr. St. John has served on the Board since 2002, including three terms as president pro tempore (2008-2011). Mr. St. John represents the Fourth Congressional District. During his tenure on the UA System Board, Mr. St. John has chaired numerous standing committees and played a key role in the recruitment of senior campus leadership. He currently serves on the five-member Executive Committee as well as the Physical Properties Committee, and the UAB Health System Board Liaison Committee. He chairs the Athletics Committee and co-chairs the Legal Affairs Committee. He has been a member of the UAB Health System Board of Directors since 2008, and serves on the UAB Athletic Foundation and the Crimson Tide Foundation Board.

Mr. St. John is a cum laude graduate of The University of Alabama (1978), where he was inducted to Phi Beta Kappa, Omicron Delta Kappa and Jasons. He received his law degree in 1982 from The University of Virginia School of Law and was chair of the Moot Court Board. He clerked for the Hon. Peter T. Fay, 11th Circuit U.S. Court of Appeals after completing law school. He is a lifelong resident of Cullman and a member of one of Alabama’s oldest and most established law firms, St. John & St. John, L.L.C, which was founded in 1892.

The University of Alabama in Huntsville

The University of Alabama in Huntsville ("UAH") is a state-supported institution founded in 1950 and is a part of The University of Alabama System. UAH’s 505-acre campus is located in Huntsville, Alabama, and is the anchor tenant for Cummings Research Park, the second largest university-related research park in the United States and home to numerous high technology and research companies. Also located near the campus are the Army’s Redstone Arsenal, the Marshall Space Flight Center (NASA), and the U.S. Space and Rocket Center. UAH’s buildings were all constructed after 1960 and contain modern equipment.

The first undergraduate and master’s degrees were awarded by UAH in 1968 and 1964, respectively. UAH is fully accredited by the Southern Association of Colleges and Schools Commission on Colleges, which is the major accrediting body for colleges in the Southeast and Texas. The professional programs are also accredited by the appropriate professional associations. The baccalaureate, masters and doctorate of nursing practice programs in Nursing are accredited by the Commission on Collegiate Nursing Education (CCNE), the Education programs are accredited by the National Council for Accreditation of Teacher Education (NCATE), the Engineering programs are accredited by the Accrediting Board of Engineering and Technology (ABET), and the College of Business is accredited by the Association to Advance Collegiate Schools of Business (AACSB).

The University offers 85 degree-granting programs that meet the highest standards of excellence, including 41 bachelor's degree programs, 29 master's degree programs, and 15 doctoral programs through its nine colleges: Arts, Humanities and Social Sciences; Business, Education, Engineering, Graduate Studies, Honors, Nursing, Professional and Continuing Studies, and Science.

About The University of Alabama in Huntsville

The University of Alabama in Huntsville has approximately 9,100 students and is classified by the Carnegie Foundation for the Advancement of Teaching as a “High Activity” research university, placing it among a select group of public universities in America. UAH has five research programs ranked in the top 20 in the nation in research expenditures, according to the National Science Foundation. The campus receives national recognition on a regular basis. UAH was listed as very competitive by Barron’s Profiles in American Colleges and was one of only two public universities in Alabama to earn this designation. U.S. News & World Report consistently ranks UAH among the magazine’s Tier 1 national universities, placing it among the top four percent of public universities in the nation. Additionally, numerous sources report that UAH is among the state and national leaders for return on investment for its graduates.

Executive Administration

The President, as chief executive officer of UAH, is elected by and serves at the pleasure of the Board.

The daily responsibilities of governing UAH are delegated to the President and, through the President, to his assisting officers and the faculty in each of the several schools and the colleges.
The current principal administrative officers of UAH are the following:

**President.** Robert A. Altenkirch currently serves as President of UAH. On July 9, 2018, after seven years at the helm of UAH, Dr. Altenkirch announced plans to retire as President. Dr. Altenkirch plans to remain as President of UAH into the 2018-2019 academic year until his successor is chosen.

Dr. Altenkirch was appointed as President of UAH on September 21, 2011. Prior to this appointment, he served as President of New Jersey Institute of Technology (NJIT) for nine years. During Dr. Altenkirch’s tenure at UAH, research expenditures for fiscal year 2013 were the highest in the school’s history. For the most recent research and development expenditures published by the National Science Foundation (fiscal year 2016), UAH ranked 13th in NASA-funded expenditures and 25th in expenditures from Department of Defense funding.

Dr. Altenkirch is responsible for leading development of the University’s Strategic Plan, Expanding Horizons. The plan’s priorities are enrollment growth of a diverse student body, recruitment and retention of an outstanding and diverse faculty and staff, a broadening and expansion of the research portfolio, recognition for education and research in Aerospace and Systems Engineering; Biotechnology; Cybersecurity and Big Data; Earth, Atmospheric, and Space Science; and Gaming and Entertainment Arts; and fully engaging stakeholders.

Dr. Altenkirch initiated the formation of UAH’s Department of Space Science in 2013, Honors College in 2014, and College of Education in 2014. Additionally, he spearheaded implementation of a number of new academic programs including Master’s degrees in Supply Chain and Logistics Management, Human Resource Management, Business Analytics, and Space Science, and Bachelor’s Degrees in Secondary Education, Kinesiology, and a PhD degree in Space Science. In 2013 the Rise School of Huntsville, a non-profit pre-school for developmentally challenged and typical children was moved on campus, and in 2014 the Rise School of Huntsville became the UAH Rise School, an outreach and service unit of the College of Education.

He is also responsible for the formation of the Division of Student Affairs in 2014 and enhancing the position of Vice President for Research to include economic development as a responsibility with the title Vice President for Research and Economic Development. Dr. Altenkirch led the effort to secure affiliation for UAH’s NCAA Division I Men’s Ice Hockey Team in the Western Collegiate Hockey Association and to initiate NCAA Division II Men’s and Women’s Lacrosse in spring 2016.

During 2016, Dr. Altenkirch spearheaded efforts to begin several construction projects on campus – a new 400-bed residence hall, the D.S. Davidson Invention to Innovation business incubator, and a new sorority house. All of those projects are expected to be completed during 2018-2019.

Dr. Altenkirch earned his B.S. from Purdue University, an M.S. from the University of California, Berkeley, and his Ph.D. from Purdue, all in mechanical engineering. He has authored or co-authored over 50 publications and nearly 100 presentations in combustion and heat transfer. He served as the Principal Investigator for experiments on eight Space Shuttle flights investigating the physics of flame spreading over solid combustibles.

Dr. Altenkirch served as Vice President for Research (1998-2002) and Dean of the College of Engineering (1988-1995) at Mississippi State University, faculty member and Department Chair in the Department of Mechanical Engineering at the University of Kentucky (1975-1988), and Dean of the College of Engineering and Architecture at Washington State University (1995-1998).

**Vice President for Finance and Administration.** Mr. Todd M. Barré joined UAH in December 2017 as the Vice President for Finance and Administration. He has twenty-seven years of budget, finance and administrative experience in higher education. Prior to joining UAH, he served as Director of Budget and Institutional Research at the Louisiana State University (LSU) Agriculture Center, where he had responsibilities for the development of the annual operating budget, submission of external reports to the LSU System Office, Board of Regents, state and other external agencies. Additionally, he assisted the Chancellor with legislative relations and bill tracking and served as Treasurer of the LSU Research and Technology Foundation. He previously served as Deputy Commissioner for Finance and Administration at the Louisiana Board of Regents; as Associate Vice President for Budget, Finance and Facilities with the University of Louisiana System; as Director of Budget, Planning and Information Technology with the LSU System Office; and as Administrative/Budget Analyst III with the LSU Office of Budget and Planning.
LSU, Mr. Barré earned his B.S. in Quantitative Business Analysis – Computer Science and a Master of Public Administration with emphasis in financial statement and budget preparation and analysis, fund accounting, micro economic theory and analysis, policy development and evaluation, and human resource management.

**Provost and Executive Vice President for Academic Affairs.** Dr. Christine W. Curtis joined UAH in February 2014 as the Provost and Executive Vice President for Academic Affairs. She has since established the College of Education and has been instrumental in developing programs in: theatre; writing; secondary education; early childhood/early childhood special education bachelor degrees; master’s and Ph.D. degrees in space science; a master’s degree in professional communication; and a master of arts in teaching. Prior to joining UAH, Dr. Curtis worked at the University of South Carolina (USC) as senior vice provost and director of strategic planning. She was also the vice provost for faculty development and served as a professor in the chemical engineering department. Prior to her work at USC, Dr. Curtis had a long tenure at Auburn University and served as a professor in the chemical engineering department, while at the same time made contributions as an administrator holding the titles of associate provost, special assistant to the president and associate vice president for research. She received a bachelor’s degree in chemistry from Mercer University, and a master’s and Ph.D. in analytical chemistry from The Florida State University.

**Vice President for Student Affairs.** Dr. Kristi L. Motter joined UAH in 2014 in her position as Vice President for Student Affairs. She offers over 20 years of experience in higher education and enrollment management. She also has considerable experience with successful data management, dual campus environments, and staff management and leadership. Previously, Dr. Motter served as associate vice president for enrollment management at The University of Southern Mississippi in Hattiesburg. In that position, Dr. Motter served as the chief enrollment officer for the university and chaired the university’s strategic enrollment planning action team. She oversaw orientation, admissions, financial aid and scholarships, and student retention and persistence and also supported Student Affairs in the areas of budget planning, accountability, and assessment and SACS accreditation. Prior to Southern Miss, she held numerous positions at Northwestern State University including Systems Analyst, Coordinator of Student Services, Associate Director of Financial Aid, and Director of Financial Aid. Dr. Motter received her Ph.D. from The University of Southern Mississippi, and obtained her bachelor's and master's degrees from Northwestern State University (LA).

**Interim Vice President for Diversity, Equity and Inclusion.** Ms. Laterrica Shelton joined UAH in February 2017 as Director of Compliance and Title IX Coordinator. She was previously at Missouri University of Science and Technology where she served as Senior Compliance Manager, conducting Title IX and equity investigations. In her interim role, she is responsible for providing a campus-wide vision for all major diversity, equity and inclusion efforts in support of the University’s Strategic Plan, advising the UAH community on matters of diversity, equity and inclusion, and interacting with external communities. She received her B.S. in Operations Management from The University of Alabama and her J.D. from The University of Alabama School of Law. She is a member of the Alabama State Bar and holds a Level I Civil Rights Investigator Certification from the Association of Title IX Administrators.

**Interim Vice President for University Advancement.** Ms. Mallie Hale joined UAH in December 2016 as Senior Director of Alumni Relations/Executive Director of the UAH Alumni Association. Prior to her appointment at UAH, Mallie served as Major Gifts Officer for three years in the School of Medicine’s Department of Medicine at The University of Alabama at Birmingham (“UAB”) where she was part of a team that raised nearly $15 million in her last fiscal year at UAB and was responsible for securing the largest commitment ever for the Tinsley Harrison Internal Medicine Residency Program. Before her time at UAB, Ms. Hale held the position of Director of Children’s Ministry at First United Methodist Church in Decatur, Alabama and, prior to that, Assistant Director of Alumni Affairs at Birmingham-Southern College. Since arriving at UAH, Ms. Hale has worked to establish new alumni chapters, with several more in the pipeline, partnered with the Office of Career Services to launch a new mentoring program that aligns student interests with alumni expertise, enhanced Alumni Relations’ online and social media presence, and recruited Alumni Ambassadors to aid in student recruitment efforts. Ms. Hale received a B.S. in Psychology from Birmingham-Southern College and the M.A. in Applied Sociology from UAB.

**Interim Vice President for Research and Economic Development.** Dr. Robert Lindquist was appointed to the position of Interim Vice President for Research and Economic Development in May 2018 after serving in the positions of the Associate Vice President for Contracts and Grants, the Director of the Center for Applied Optics, and
the Department Chair of Electrical and Computer Engineering at UAH. Dr. Lindquist is a professor and active researcher, securing more than $6.5 million in research funding as the PI from NSF, NASA, the Army, and industry during the past decade. He has over thirty years of experience in research and development in both academic and industrial settings. Dr. Lindquist came to UAH in 2003 from Corning’s Sullivan Park Research and Development Center, where he was a Senior Research Scientist and the Liquid Crystal Technology Manager. At Corning, he invented, developed, and built liquid crystal components that enabled the product launch of Corning’s PurePath™ Wavelength Selective Switch and Dynamic Spectral Equalizer. He received his Ph.D. in Electrical Engineering from The Pennsylvania State University in 1992. Dr. Lindquist has over 100 publications to his credit and holds 14 patents.

**Faculty and Staff**

For the fall term 2017, the faculty of UAH consisted of 372 full-time members and 231 part-time members. In addition to faculty, UAH employs approximately 1,400 permanent, full-time and temporary or part-time employees. UAH is an Equal Opportunity Employer, and is functioning under an Affirmative Action Plan which has been approved by the U.S. Department of Labor. Information respecting the fall term 2018 is not available at the time of the printing of this Official Statement.

The following table shows the number of full-time tenured faculty and percentage of full-time faculty with tenure, as of the fall term of each of the years indicated:

<table>
<thead>
<tr>
<th>Fall Term</th>
<th>Number Tenured</th>
<th>Percent Tenured</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017</td>
<td>180</td>
<td>48%</td>
</tr>
<tr>
<td>2016</td>
<td>175</td>
<td>50%</td>
</tr>
<tr>
<td>2015</td>
<td>176</td>
<td>51%</td>
</tr>
<tr>
<td>2014</td>
<td>171</td>
<td>53%</td>
</tr>
<tr>
<td>2013</td>
<td>170</td>
<td>51%</td>
</tr>
</tbody>
</table>

The following table shows the number and percentage of full-time faculty with advanced degrees as of the fall term of each of the years indicated:

<table>
<thead>
<tr>
<th>Fall Term</th>
<th>Advanced Degrees</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017</td>
<td>372</td>
<td>100.0%</td>
</tr>
<tr>
<td>2016</td>
<td>349</td>
<td>100.0%</td>
</tr>
<tr>
<td>2015</td>
<td>342</td>
<td>100.0%</td>
</tr>
<tr>
<td>2014</td>
<td>324</td>
<td>100.0%</td>
</tr>
<tr>
<td>2013</td>
<td>336</td>
<td>100.0%</td>
</tr>
</tbody>
</table>
The following table shows the number of faculty for the academic terms indicated, classified by faculty appointment:

<table>
<thead>
<tr>
<th>Faculty Appointment</th>
<th>Fall 2017</th>
<th>Fall 2016</th>
<th>Fall 2015</th>
<th>Fall 2014</th>
<th>Fall 2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tenure/Tenure Track</td>
<td>235</td>
<td>227</td>
<td>227</td>
<td>220</td>
<td>230</td>
</tr>
<tr>
<td>Temporary/Visiting</td>
<td>1</td>
<td>0</td>
<td>2</td>
<td>4</td>
<td>1</td>
</tr>
<tr>
<td>Lecturers</td>
<td>69</td>
<td>60</td>
<td>51</td>
<td>39</td>
<td>41</td>
</tr>
<tr>
<td>Clinical (Nursing)</td>
<td>45</td>
<td>39</td>
<td>39</td>
<td>39</td>
<td>39</td>
</tr>
<tr>
<td>Research</td>
<td>0</td>
<td>1</td>
<td>2</td>
<td>3</td>
<td>6</td>
</tr>
<tr>
<td>Academic Affairs Administration</td>
<td>22</td>
<td>22</td>
<td>21</td>
<td>19</td>
<td>19</td>
</tr>
<tr>
<td><strong>Full-time Subtotal</strong></td>
<td>372</td>
<td>349</td>
<td>342</td>
<td>324</td>
<td>336</td>
</tr>
<tr>
<td>Part-Time</td>
<td>231</td>
<td>186</td>
<td>199</td>
<td>181</td>
<td>164</td>
</tr>
<tr>
<td>Total</td>
<td>603</td>
<td>535</td>
<td>541</td>
<td>505</td>
<td>500</td>
</tr>
</tbody>
</table>

**Student Enrollment**

The enrollment is displayed below on a head count basis for undergraduates and graduates.

**Summary-Fall Term Enrollments**

<table>
<thead>
<tr>
<th></th>
<th></th>
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<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Undergraduate</td>
<td>7,685*</td>
<td>7,090</td>
<td>6,507</td>
<td>6,013</td>
<td>5,618</td>
</tr>
<tr>
<td>Graduate</td>
<td>2,063*</td>
<td>2,011</td>
<td>1,961</td>
<td>1,853</td>
<td>1,730</td>
</tr>
<tr>
<td>Total</td>
<td>9,748*</td>
<td>9,101</td>
<td>8,468</td>
<td>7,866</td>
<td>7,348</td>
</tr>
<tr>
<td>Change from preceding fall</td>
<td>7.1%*</td>
<td>7.5%</td>
<td>7.7%</td>
<td>7.0%</td>
<td>-0.4%</td>
</tr>
</tbody>
</table>

* Preliminary; subject to change

**Student Enrollment by School**

(Fall Term of Year Indicated)

<table>
<thead>
<tr>
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</tr>
</thead>
<tbody>
<tr>
<td>Arts, Humanities and Social Sciences</td>
<td>843*</td>
<td>778</td>
<td>722</td>
<td>804</td>
<td>863</td>
</tr>
<tr>
<td>Business</td>
<td>1,056*</td>
<td>1,002</td>
<td>1,032</td>
<td>998</td>
<td>927</td>
</tr>
<tr>
<td>Education</td>
<td>312*</td>
<td>303</td>
<td>284</td>
<td>159</td>
<td>N/A</td>
</tr>
<tr>
<td>Engineering</td>
<td>2,688*</td>
<td>2,517</td>
<td>2,247</td>
<td>1,979</td>
<td>1,864</td>
</tr>
<tr>
<td>Nursing</td>
<td>919*</td>
<td>915</td>
<td>721</td>
<td>727</td>
<td>745</td>
</tr>
<tr>
<td>Professional and Continuing Studies</td>
<td>91*</td>
<td>21</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Science</td>
<td>1,500*</td>
<td>1,326</td>
<td>1,283</td>
<td>1,153</td>
<td>1,052</td>
</tr>
<tr>
<td>Undecided</td>
<td>68*</td>
<td>72</td>
<td>57</td>
<td>9</td>
<td>0</td>
</tr>
<tr>
<td>Non-Degree(1)</td>
<td>208*</td>
<td>156</td>
<td>161</td>
<td>184</td>
<td>167</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>7,685*</td>
<td>7,090</td>
<td>6,507</td>
<td>6,013</td>
<td>5,618</td>
</tr>
</tbody>
</table>

(1) Includes students enrolled in Early Start and Dual Enrollment Programs.
* Preliminary; subject to change
Student Enrollment by School  
(Fall Term of Year Indicated)  

Graduate  

<table>
<thead>
<tr>
<th></th>
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<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Arts, Humanities and Social Sciences</td>
<td>116*</td>
<td>87</td>
<td>87</td>
<td>107</td>
<td>136</td>
</tr>
<tr>
<td>Business</td>
<td>384*</td>
<td>397</td>
<td>373</td>
<td>346</td>
<td>284</td>
</tr>
<tr>
<td>Education</td>
<td>79*</td>
<td>86</td>
<td>87</td>
<td>56</td>
<td>N/A</td>
</tr>
<tr>
<td>Engineering</td>
<td>481*</td>
<td>500</td>
<td>526</td>
<td>520</td>
<td>528</td>
</tr>
<tr>
<td>Nursing</td>
<td>589*</td>
<td>497</td>
<td>420</td>
<td>371</td>
<td>313</td>
</tr>
<tr>
<td>Science</td>
<td>349*</td>
<td>359</td>
<td>385</td>
<td>380</td>
<td>373</td>
</tr>
<tr>
<td>Other</td>
<td>65*</td>
<td>85</td>
<td>83</td>
<td>73</td>
<td>96</td>
</tr>
<tr>
<td>Total</td>
<td>2,063*</td>
<td>2,011</td>
<td>1,961</td>
<td>1,853</td>
<td>1,730</td>
</tr>
</tbody>
</table>

* Preliminary; subject to change

The mean ACT composite scores for full-time enrolled freshmen at UAH have been as follows for the years indicated:

<table>
<thead>
<tr>
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<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>For First-Time Degree-Seeking Freshman</td>
<td>28*</td>
<td>28</td>
<td>28</td>
<td>27</td>
<td>27</td>
</tr>
</tbody>
</table>

* Preliminary; subject to change

The following table shows acceptance and matriculation rates for the years indicated:

First Time Degree-Seeking freshman Yield

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Applications</td>
<td>4,515*</td>
<td>4,518</td>
<td>4,545</td>
<td>3,308</td>
<td>2,104</td>
</tr>
<tr>
<td>Acceptances</td>
<td>3,659*</td>
<td>3,659</td>
<td>3,467</td>
<td>2,686</td>
<td>1,726</td>
</tr>
<tr>
<td>Matriculations</td>
<td>1,442*</td>
<td>1,342</td>
<td>1,213</td>
<td>1,038</td>
<td>724</td>
</tr>
<tr>
<td>Acceptances/Applications</td>
<td>81%</td>
<td>81%</td>
<td>76.3%</td>
<td>81.2%</td>
<td>82.0%</td>
</tr>
<tr>
<td>Matriculations/Acceptances</td>
<td>39.0%</td>
<td>36.7%</td>
<td>35.0%</td>
<td>38.6%</td>
<td>41.9%</td>
</tr>
</tbody>
</table>

* Preliminary; subject to change

Tuition and Fees

The following table provides information concerning tuition and fees (other than course fees) charged by UAH for full-time students. These charges constitute part of the General Fees.

Tuition and Fee History

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Undergraduate Resident (30 Hrs)</td>
<td>$9,730</td>
<td>$9,356</td>
<td>$8,996</td>
<td>$9,128</td>
<td>$9,158</td>
</tr>
<tr>
<td>Undergraduate Non Resident (30 Hrs)</td>
<td>$21,378</td>
<td>$20,556</td>
<td>$19,766</td>
<td>$20,622</td>
<td>$21,232</td>
</tr>
<tr>
<td>Graduate Resident (24 Hrs)</td>
<td>$10,632</td>
<td>$10,224</td>
<td>$9,834</td>
<td>$9,548</td>
<td>$9,180</td>
</tr>
<tr>
<td>Graduate Non-Resident (24 Hrs)</td>
<td>$23,604</td>
<td>$22,696</td>
<td>$21,830</td>
<td>$21,402</td>
<td>$21,232</td>
</tr>
</tbody>
</table>

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Funded Research

UAH's activities in research are influenced significantly by the funds received from external agencies and corporations—federal, state and private. The majority of the funds received are from federal sources, most notably the U.S. Department of Defense and National Aeronautics and Space Administration (NASA). Also contributing significantly are private high technology industries located in or near Huntsville. Much of UAH's funded research activities are focused into several “thrust” areas identified as modeling and simulation; cybersecurity; systems engineering; rotocraft and aerospace engineering; propulsion; optics; space physics and astrophysics; earth and atmospheric system science; information technology; materials science; biotechnology; nanotechnology; humanities; and lean supply chain, acquisition, and logistics. Each thrust area has evolved in response to identified needs in the Huntsville and North Alabama community.

The following table shows a breakdown of federal grant and contract expenditures at UAH for the fiscal years indicated:

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept. of Defense</td>
<td>$39,727,624</td>
<td>$42,320,727</td>
<td>$40,260,133</td>
<td>$50,183,241</td>
<td>$58,534,186</td>
</tr>
<tr>
<td>National Science Foundation</td>
<td>4,242,082</td>
<td>4,169,421</td>
<td>3,602,857</td>
<td>3,227,998</td>
<td>5,617,878</td>
</tr>
<tr>
<td>NASA</td>
<td>23,018,332</td>
<td>20,842,244</td>
<td>20,148,797</td>
<td>21,140,998</td>
<td>20,598,336</td>
</tr>
<tr>
<td>Dept. of Education</td>
<td>573,339</td>
<td>625,761</td>
<td>582,024</td>
<td>585,406</td>
<td>425,351</td>
</tr>
<tr>
<td>Other Federal</td>
<td>4,905,845</td>
<td>4,650,881</td>
<td>3,667,073</td>
<td>4,764,922</td>
<td>5,477,619</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$72,467,222</td>
<td>$72,609,034</td>
<td>$68,260,884</td>
<td>$79,902,565</td>
<td>$90,653,370</td>
</tr>
</tbody>
</table>

Insurance

Alabama law requires that all state property be insured at a minimum of 75% of its annually-certified actual value, and that all state property may be insured for up to 100% of that value at the option of the director of the Alabama Department of Finance.

UAH is currently insuring its buildings at the 100% level. The buildings that are eligible for Replacement Cost Value Coverage (RCV) are insured at 100% of their value with no depreciation. Loss payable is based on building values reported to the State on a Statement of Values and is capped at 115% of the listed valuation, less applicable deductibles. All other buildings are insured at Stated Amount Coverage, which provides coverage for repairs or replacement up to a specified amount, less applicable deductibles.

UAH participates in an established program of self-insurance with regard to liability insurance, which is overseen by the Board.

Financial Matters

The Board, prior to October 1, adopts the ensuing year’s budget for UAH as well as for the other separate campuses in The University of Alabama System. Annual UAH budgets are based upon detailed budget requests submitted by each department and administrative unit of UAH. These budget requests are in turn based upon budgetary guidelines formulated by the Office of the Chancellor. In the summer of each year, the President of UAH submits a UAH budget to the Chancellor of The University of Alabama System, who in turn presents the budget to the Finance Committee of the Board for its review. The Chairman of the Finance Committee normally recommends adoption of a final UAH Budget by the entire Board at its September meeting. The Board approved the FY 2017-18 budget on September 15, 2017.

The financial statements of UAH have been prepared in accordance with generally accepted accounting principles, including all applicable effective statements of the Governmental Accounting Standards Board (“GASB”), as codified under GASB Statement No. 62, Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989 FASB and AICPA Pronouncements, using the economic measurement focus and the accrual
basis of accounting. Under the accrual basis, revenues are recognized when earned, and expenses are recorded when an obligation has been incurred.

GASB Statement No. 35 establishes standards for financial reporting for public colleges and universities and requires that resources be classified into the following three net position categories:

- **Net investment in capital assets:** Capital assets, net of accumulated depreciation and outstanding principal balances of debt attributable to the acquisition, construction, or improvement of those assets.

- **Restricted:**
  - **Nonexpendable** - Net position subject to externally imposed stipulations that they be maintained permanently by UAH. Such assets include the corpus of UAH's permanent endowment funds.
  - **Expendable** - Net position whose use of which by UAH is subject to externally imposed stipulations that can be fulfilled by actions of UAH pursuant to those stipulations or that expire by the passage of time.

- **Unrestricted:** Net position that is not subject to externally imposed stipulations. Unrestricted net position may be designated for specific purposes by action of management or The Board of Trustees of the University of Alabama.

**Endowment and Similar Funds**

True Endowment Funds represent gifts, bequests and other funds received by UAH in which the donor has stipulated that the principal of the gift is to be maintained in perpetuity and invested for the purpose of producing income. The generated income may be unrestricted or restricted by the donor as to use.

Quasi-Endowment Funds represent funds that have been so designated by the Board. The interest and principal of Quasi-Endowments may be spent for UAH purposes upon approval by the Board.
The University of Alabama in Huntsville

Condensed Statement of Revenues, Expenses, and Changes in Net Position

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Operating Revenues</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tuition and fees</td>
<td>$94,548,475</td>
<td>$85,003,514</td>
<td>$76,258,430</td>
<td>$72,713,243</td>
<td>$69,207,640</td>
</tr>
<tr>
<td>Less: scholarship allowances</td>
<td>(32,151,181)</td>
<td>(27,185,681)</td>
<td>(22,515,168)</td>
<td>(19,244,242)</td>
<td>(18,612,696)</td>
</tr>
<tr>
<td>Tuition and fees, net</td>
<td>62,397,294</td>
<td>57,818,833</td>
<td>53,743,262</td>
<td>53,469,001</td>
<td>50,594,944</td>
</tr>
<tr>
<td>Grants and Contracts</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Federal</td>
<td>72,467,222</td>
<td>72,609,034</td>
<td>68,260,884</td>
<td>79,902,565</td>
<td>90,653,370</td>
</tr>
<tr>
<td>State</td>
<td>4,117,407</td>
<td>4,567,601</td>
<td>4,689,746</td>
<td>9,150,735</td>
<td>5,223,746</td>
</tr>
<tr>
<td>Private</td>
<td>2,301,327</td>
<td>3,193,528</td>
<td>2,253,842</td>
<td>1,976,343</td>
<td>207,430</td>
</tr>
<tr>
<td>Sales and services of educational departments</td>
<td>4,422,511</td>
<td>4,111,462</td>
<td>4,159,834</td>
<td>3,678,370</td>
<td>3,530,514</td>
</tr>
<tr>
<td></td>
<td>10,572,674</td>
<td>9,159,681</td>
<td>7,466,287</td>
<td>6,686,732</td>
<td>6,135,066</td>
</tr>
<tr>
<td><strong>Total Operating Revenues</strong></td>
<td>156,278,435</td>
<td>151,459,139</td>
<td>140,573,855</td>
<td>154,863,746</td>
<td>158,211,942</td>
</tr>
</tbody>
</table>

| **Operating Expenses** |          |          |          |          |          |
| Compensation and benefits | 160,210,876 | 153,938,849 | 150,457,933 | 151,092,560 | 143,546,057 |
| Supplies and Services | 44,771,190 | 41,431,063 | 40,055,307 | 43,670,230 | 50,498,859 |
| Depreciation        | 16,043,553 | 15,398,090 | 14,440,402 | 13,058,315 | 12,416,766 |
| Scholarships and fellowships | 2,544,291 | 2,139,731 | 1,128,515 | 1,101,624 | 1,090,063 |
| **Total Operating Expenses** | 223,569,910 | 212,907,733 | 206,082,157 | 208,922,729 | 207,551,745 |

| Operating loss    | (67,291,475) | (61,448,594) | (65,508,302) | (54,058,983) | (49,339,803) |

| **Nonoperating Revenues (Expenses)** |          |          |          |          |          |
| State appropriations | 47,833,247 | 44,959,223 | 43,997,235 | 43,102,390 | 42,710,964 |
| Private gifts       | 3,289,744 | 5,515,288 | 6,175,489 | 3,172,745 | 4,043,840 |
| Net investment income (loss) | 10,240,992 | 9,334,432 | (5,556,417) | 6,926,302 | 6,334,687 |
| Loss on disposal of capital assets | (116,359) | (14,794) | (171,128) | (1,461,846) | (276,840) |
| Grant Revenue       | 7,942,044 | 7,571,050 | 7,670,824 | 7,395,098 | 7,615,679 |
| Interest expense    | (3,442,330) | (3,562,561) | (3,244,121) | (3,454,765) | (2,435,540) |
| **Net Nonoperating Revenues** | 65,747,338 | 63,902,638 | 48,171,882 | 55,679,924 | 57,992,790 |

| Capital gifts      | 623,722  | --       | 13,582   | 28,000   | 637,197  |
| Additions to permanent endowments | 600,431 | --       | --       | --       | --       |
| **Increase (decrease) in Net Position** | (319,984) | 2,454,044 | (17,322,838) | 1,648,941 | 9,290,184 |

| Net Position, Beginning of Year | 143,333,729 | 140,879,685 | 296,528,523 | 294,879,582 | 285,589,398 |
| Cumulative effect of adopting new accounting guidance | -- | -- | (138,326,000) | -- | -- |
| **Net Position, End of Year** | $143,013,745 | $143,333,729 | $140,879,685 | $296,528,523 | $294,879,582 |

* During the year ended September 30, 2015, the University adopted GASB Statement No. 68, which resulted in an adjustment to net position of approximately $138.3 million as of October 1, 2014. This standard was not retroactively applied to the 2014 or prior financial statements because the Teachers’ Retirement System of Alabama did not provide the necessary information.

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State Appropriations

Historically, UAH has received appropriations from the State to defray a portion of the costs of operations and for non-operating cash requirements, including capital expenditures. Funds are appropriated primarily on a lump sum basis to UAH.

The Governor submits an appropriations request for UAH in the annual State budget. The State appropriations request for UAH is formulated by the Governor after receiving an appropriations request from the Board and appropriations recommendations by the Alabama Commission on Higher Education (ACHE). ACHE evaluates and coordinates appropriations requests for the State’s public institutions of higher education. After open hearings are held on the separate budgets, ACHE presents to each institution, as well as the Governor and the Legislature, a single unified budget containing budget recommendations for separate appropriations to each of the institutions. The recommendations of ACHE are derived from its assessment of the actual funding needs of each of the universities as presented to it by each university’s president.

Pursuant to the provisions of Section 213 of the Constitution of the State of Alabama as amended by Amendment 26, the State is required to have a balanced budget. This requirement is implemented by means of the 1932 Budget and Financial Control Act, which mandates a reduction of appropriations pro rata (“Proration”) when necessary during a fiscal year to prevent a deficit. Proration generally occurs as a result of the difficulties inherent in projecting tax receipts several months in advance of the commencement of a fiscal year. Since 1990, proration of the Education Trust Fund (ETF), from which State appropriations to UAH are received, has been implemented at the following percentages: 3.0% in fiscal year 2011, 9.5% in fiscal year 2010, 11.0% in fiscal year 2009, 6.2% in fiscal year 2001, 3% in fiscal year 1992 and 6.5% in fiscal year 1991.

On each occasion when proration was announced by the State, UAH responded by adjusting the recurring budget base to maintain a balanced budget. Other actions included modifying amounts budgeted for contingency purposes, applying unrestricted fund balances carried over from previous years, deferring equipment purchases, reducing administrative expenses such as travel cost and not filling vacant positions.

The State of Alabama established an “Education Trust Fund Rainy Day Account” in an attempt to offset the effects of proration. On December 15, 2008, the Governor declared proration of 12.5 percent in the Education Trust Fund. Withdrawals from the Education Trust Fund Rainy Day Account for fiscal year 2009 were limited to $437,390,828. The Governor withdrew approximately one-half of the amount available for withdrawal ($221,136,679) immediately after declaration of proration, effectively reducing proration to 9.0 percent. By the end of the 2009 Fiscal Year, the remainder of the amount available for withdrawal was withdrawn.

The Education Trust Fund Rainy Day Account has been depleted, and until funds previously withdrawn from the account are repaid, there will be no additional funds available for withdrawal.

In 2011, the Education Trust Fund Rolling Reserve Act passed, providing a cap on the amount that may be appropriated annually from the Education Trust Fund. The law takes into account the average amount of tax revenue generated for education budgets during a 15-year period. The appropriation for the next education budget is restricted to that average, with any additional education revenue being placed in a reserve account and saved for future use. Beginning with appropriations made for the fiscal year ending September 30, 2013, appropriations from the Education Trust Fund shall not exceed the Fiscal Year Appropriation Cap. The intent is to reduce the likelihood and/or amount of future proration. See “Risk Factors—State Proration”.

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State Appropriations for the five most recent fiscal years are as follows:

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>State Appropriations</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019</td>
<td>$49,694,224</td>
</tr>
<tr>
<td>2018</td>
<td>$47,833,247</td>
</tr>
<tr>
<td>2017</td>
<td>$47,833,247</td>
</tr>
<tr>
<td>2016</td>
<td>$44,959,223</td>
</tr>
<tr>
<td>2015</td>
<td>$43,997,235</td>
</tr>
</tbody>
</table>

Budget

For fiscal years 2017-18 and 2018-19, UAH budgeted an operating surplus of approximately $500,000 and $500,000, respectively.

Request for Capital Appropriations

The facilities plans for UAH are incorporated into a five-year capital request submitted annually to ACHE. This request constitutes the facility plans of UAH for the foreseeable future. A summary of this budget request for fiscal years 2018-19 thru 2022-23 is as follows:

**2018/19-2022/23 Capital Appropriation Request**

<table>
<thead>
<tr>
<th>Project</th>
<th>Funding Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roberts Hall Renovation</td>
<td>$4,300,000</td>
</tr>
<tr>
<td>Morton Hall Renovation and Addition</td>
<td>24,000,000</td>
</tr>
<tr>
<td>Engineering / Technology Research Building, Phase I</td>
<td>50,000,000</td>
</tr>
<tr>
<td>Engineering / Technology Research Building, Phase II</td>
<td>50,000,000</td>
</tr>
<tr>
<td>Property Acquisitions</td>
<td>7,500,000</td>
</tr>
<tr>
<td>Conference Training Center Repurpose</td>
<td>8,000,000</td>
</tr>
<tr>
<td>IT Infrastructure Improvements</td>
<td>4,000,000</td>
</tr>
<tr>
<td>Multi-purpose Facility</td>
<td>30,000,000</td>
</tr>
<tr>
<td>Greenway Expansion</td>
<td>4,000,000</td>
</tr>
<tr>
<td>Tennis Center</td>
<td>6,000,000</td>
</tr>
<tr>
<td>On-campus Apartments</td>
<td>10,000,000</td>
</tr>
<tr>
<td>Various Deferred Maintenance Projects</td>
<td>24,370,000</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$222,170,000</strong></td>
</tr>
</tbody>
</table>

Foundation

In accordance with GASB Statement No. 14, *The Financial Reporting Entity*, and Statement No. 39, *Determining Whether Certain Organizations are Component Units*, UAH discretely presents its component unit, the University of Alabama Huntsville Foundation ("UAHF"). For further discussion of UAHF see Note 1 to the financial statements included in Appendix B. UAHF has no obligation with respect to the Series 2018-B Bonds.
APPENDIX B

FINANCIAL STATEMENTS OF UAH FOR THE FISCAL YEARS ENDED SEPTEMBER 30, 2017 AND 2016
APPENDIX C

SUMMARY OF THE INDENTURE
SUMMARY OF THE INDENTURE

The following constitutes a summary of certain portions of the Indenture pursuant to which the Series 2018-B Bonds and any additional bonds will be issued. This summary should be qualified by reference to the other provisions of the Indenture referred to elsewhere in this Official Statement, and all references and summaries pertaining to the Indenture and this Official Statement are qualified by reference to the exact terms of the Indenture, a copy of which may be obtained from the Trustee. All references herein to the "Bonds" include the Series 2009-A Bonds, the Series 2012-A Bonds, the Series 2012-B Bonds, the Series 2013-A1 Bond, the Series 2013-A2 Bonds, the Series 2014-A Bonds, the Series 2015 Bond, the Series 2018-A1 Bonds, the Series 2018-A2 Bonds, and the Series 2018-B Bonds, and any additional bonds ("Additional Bonds") that may be issued under the terms of the Indenture.

Purpose of the Indenture

The Indenture and the agreements set forth therein have been entered into to afford security for the Bonds and to set forth the agreements of the parties.

Issuance of Bonds

The Indenture authorizes the issuance of Bonds in series. All the Bonds shall be equally and ratably secured by the Indenture.

Security Provided

In the Indenture, the Board pledges and assigns to the Trustee the General Fees and the funds and accounts established under the Indenture as security for the payment of the Bonds. See "Subordinate Pledge of General Fees" below and "SECURITY AND SOURCE OF PAYMENT".

The Indenture does not create a lien on or other charge against any other assets, funds or properties of the Board. The Series 2018-B Bonds do not constitute or give rise to a charge against the general credit of the Board or funds appropriated to the Board by the State of Alabama.

Additional Bonds

The Indenture permits the Board to issue Additional Bonds which are secured on a parity with the Series 2009-A Bonds, the Series 2012-A Bonds, the Series 2012-B Bonds, the Series 2013-A1 Bond, the Series 2013-A2 Bonds, the Series 2014-A Bonds, the Series 2015 Bond, and the Series 2018-B Bonds, without limitation as to amount, for any one or more of the following purposes:

1. refunding or redeeming all or any portion of any one or more series of Bonds then outstanding.

2. the acquisition or construction of additions, improvements or modifications to the facilities used in connection with the operation of UAH; and

3. refunding or redeeming any obligations of the Board incurred for the purpose specified in paragraph (1) or (2) above.

The Additional Bonds of any series may be authenticated and delivered only upon receipt by the Trustee of, among other things, a certificate by the chief financial officer at UAH stating that the General Fees received by the Board during the preceding fiscal year were not less than 200% of the maximum aggregate amount payable during the then current or any subsequent fiscal year with respect to the Annual Debt Service with respect to all Bonds outstanding under the Indenture and the Additional Bonds to be issued.

The Indenture provides that "Annual Debt Service", when used with respect to any fiscal year, shall mean the aggregate amount of principal and interest payable on all outstanding Bonds during such fiscal year; provided, that for purposes of determining Annual Debt Service:
(1) the principal amount of Bonds required to be redeemed in any fiscal year shall be deemed to be payable in such fiscal year rather than the fiscal year in which such principal matures;

(2) with respect to Bonds bearing interest at a variable rate, the amount of interest payable during any period for which the actual rate cannot be determined shall (except as otherwise provided in paragraph 3 below with respect to Tender Bonds) be projected using the maximum interest rate in effect with respect to such Bonds during the preceding 12 months or, if Annual Debt Service is being calculated in connection with the issuance of Additional Bonds, the Index Rate; and

(3) with respect to any series of Bonds (or portion of a series) constituting Tender Bonds, the debt service payable on such Bonds after the next Tender Date shall be projected assuming (i) that the principal of such Bonds matures over a term equal to the lesser of 25 years or the period beginning on the next Tender Date and ending on the final stated maturity date of such Bonds (counting a fraction of a year as a whole year), (ii) that the principal of such Bonds bears interest at the Index Rate, and (iii) that debt service on such Bonds is payable in equal annual installments sufficient to pay both principal and interest.

The Indenture defines "Tender Bonds", "Tender Date" and "Index Rate" as follows:

"Tender Bond" shall mean any Bond that the Board is obligated to purchase (or to provide for the purchase of) prior to the stated maturity of such Bond. If the purchase of any Bond is contingent upon the occurrence of any event or circumstance, other than the receipt of notice from the holder of such Bond or the lapse of time, and such event or circumstance has not occurred as or the date of such determination, then such Bond shall not be deemed a Tender Bond.

"Tender Date" shall mean a date on which a Tender Bond may, at the option of the holder thereof, or must be purchased from the holder by or on behalf of the Board.

"Index Rate", when used with respect to the determination of Annual Debt Service with respect to Tender Bonds, shall mean the "Bond Buyer Revenue Bond Index" rate for 30 year tax-exempt revenue bonds, as published by The Bond Buyer on any date selected by the Board that is within 14 days prior to the date of such determination; provided, however, that if The Bond Buyer (or a successor publication) ceases to publish such rate, then the Index Rate shall be established by an independent securities dealer selected by the Board and acceptable to the Trustee, shall be established on any date selected by the Board that is within 14 days prior to the date of such determination, and shall be the rate which would cause 30-year Bonds of the Board to trade at par, taking into account credit and market conditions as they exist on the date the Index Rate is so established.

The Indenture permits the Board to deliver a letter of credit, bond insurance or other types of credit enhancement solely for the benefit of any series of Additional Bonds.

**Bond Fund**

The Indenture creates a special trust fund (the "Bond Fund") to be held by the Trustee for the purpose of providing for the payment of the principal of and interest on the Bonds as they mature and the redemption price of Bonds called for redemption. The Indenture requires that not later than the last Business Day prior to each debt service payment date with respect to the Bonds, the Board must deposit in the Bond Fund an amount sufficient to pay debt service due on the Bonds on such debt service payment date.

The Indenture permits money in the Bond Fund to be invested in the following:

(1) direct obligations of, or obligations of which is guaranteed by, the United States of America (including obligations issued or held in book-entry form on the books of the Department of the Treasury) ("Federal Securities"),

(2) an interest in any trust or fund that invests solely in Federal Securities or repurchase agreements with respect to Federal Securities,
(3) obligations of any agency or instrumentality of the United States of America,

(4) a certificate of deposit or time deposit issued by the Trustee or by any other bank organized under the laws of the United States of America or any state thereof with capital, surplus and undivided profits of not less than $50,000,000,

(5) a certificate of deposit or time deposit issued by any bank organized under the laws of the United States of America or any state thereof, provided that such deposit is collaterally secured by the issuing bank by pledging Federal Securities having a market value (exclusive of accrued interest) not less than the face amount of such certificate less the amount of such deposit insured by the Federal Deposit Insurance Corporation, and

(6) a repurchase agreement with respect to Federal Securities or obligations of any agency or instrumentality of the United States of America, provided that the investments subject to such repurchase agreement are held by or under the control of the Trustee free and clear of third-party liens.

So long as the Board is not in default in its payments into the Bond Fund, it may use the General Fees for any lawful purpose.

**Maintenance of Rates of General Fees**

In the Indenture, the Board covenants and agrees that it will maintain the rates of the General Fees, and shall make such lawful increases in such rates, as shall be necessary to produce General Fee revenues during each fiscal year in an amount which, together with other available sources of revenue and available fund balances, shall be sufficient to provide for the payment of

(1) the expenses of operating UAH during such fiscal year and

(2) all amounts due and payable in such fiscal year with respect to the principal and interest requirements with respect to the Bonds,

provided, however, that failure of the Board to levy the General Fees in any fiscal year at rates sufficient to produce revenues in such an amount shall not constitute an event of default so long as no default exists with respect to payment of debt service on the Bonds and the Board takes prompt action, to the extent permitted by law, to increase the General Fees for the following fiscal year to a level reasonably calculated to produce annual revenues in the amount required by the Indenture.

**Books and Records**

The Board will maintain complete books and records pertaining to the operation of UAH. The Board will cause an audit of its books and records for UAH to be completed within 120 days after the close of each fiscal year. Within 10 days following the receipt of each such audit, the Board will furnish a copy thereof to the Trustee and the holder of any Bond who may request the same in writing.

**Tax Exemption**

In the Indenture the Board covenants that it will not take any action, or fail to take any action, if such action or failure to act would cause interest on the Bonds to be or become includible in gross income to the holders. The Board also covenants and agrees to make timely rebate payments to the United States Treasury Department as required by Section 148(f) of the Internal Revenue Code.

**Events of Default and Remedies**

The following are events of default under the Indenture:
(1) failure to pay the principal, interest or redemption premium on any Bond as and when the same shall become due and payable;

(2) default in the performance, or breach, of any covenant or warranty of the Board in the Indenture and continuance of such default or breach for a period of 30 days after notice of such default from the Trustee or the holders of at least 10% in principal amount of Bonds outstanding; or

(3) bankruptcy, insolvency or other similar events with respect to the Board.

The Indenture provides that the Trustee is empowered, upon the occurrence of an event of default, to accelerate the maturity of all of the Bonds then outstanding; to institute legal and equitable proceedings to enforce and protect the rights of the Bondholders; and to have a receiver appointed for the Board.

The Indenture provides that the Trustee is not required, upon the occurrence of an event of default, to exercise any of its rights or powers under the Indenture at the request of any Bondholders unless such Bondholders have offered to the Trustee reasonable security or indemnity against the costs, expenses and liabilities which might be incurred by it in compliance with such request.

No holder of any Bond shall have any right to institute any proceeding for any remedy under the Indenture unless (i) such holder shall previously have given to the Trustee written notice of a continuing event of default, (ii) the holders of not less than 25% in principal amount of the Bonds then outstanding shall have made written request to the Trustee to institute such proceedings and shall have offered to it reasonable indemnity against costs, expenses and liabilities to be incurred in compliance with such request, (iii) the Trustee shall have failed for a period of 60 days to comply with such request, and (iv) no direction inconsistent with such request shall have been given by the holders of a majority in principal amount of the Bonds outstanding under the Indenture.

Whenever the Trustee has a choice of remedies or discretion as to details in the exercise of its powers with respect thereto, it must follow any specific directions given by the holders of a majority in principal amount of the Bonds at the time outstanding under the Indenture, unless the observance of such directions would, in the opinion of the Trustee, unjustly prejudice the Bondholders who have not joined in such directions.

Concerning the Trustee

The Indenture provides that the Trustee shall not be liable thereunder except for its willful misconduct or its negligence. The Trustee may consult with counsel, who may or may not be counsel to the Trustee, and the opinion or advice of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it under the Indenture in good faith. The Trustee is not required to expend its own funds or otherwise incur any financial liability in the performance of its duties under the Indenture without reasonable assurance of repayment or indemnity.

The Trustee may, but is not required to, make advances to effect performance by the Board of its covenants and agreements. All sums so expended by the Trustee, together with interest at the rate prescribed in the Indenture, shall be secured by the Indenture and shall be entitled to priority of payment over any of the Bonds.

The Trustee may resign and be discharged from the trusts of the Indenture upon written notice to the Board. The Trustee may be removed by written instrument signed by the holders of a majority in principal amount of the Bonds then outstanding under the Indenture. If the Trustee resigns, is removed or becomes otherwise incapable of serving, a successor may be appointed by written instrument signed by the holders of a majority in principal amount of the Bonds then outstanding under the Indenture.

Amendment of the Indenture

The Indenture permits the Board and the Trustee, without the consent of any Bondholder, to enter into supplemental indentures to add further covenants and agreements on the part of the Board, to cure ambiguities, technical defects or inconsistent provisions, or to subject additional security or property to the lien of the Indenture. The Indenture also permits the Board and the Trustee, with the consent of the holders of not less than a majority in
principal amount of the Bonds then outstanding, to amend or modify the Indenture, except that, without the consent of the holder of each Bond affected, the Board and the Trustee may not (i) change the due date of principal and interest on any Bond or reduce the principal, premium or interest payable thereon, (ii) reduce the percentage of Bondholders whose consent is required for any waiver or the execution of any supplemental indenture or (iii) permit the creation of any lien on the trust estate prior to, or on a parity with, the Indenture.

Defeasance; Satisfaction of Indenture

Whenever the entire indebtedness secured by the Indenture shall have been fully paid, the Trustee shall cancel and discharge the lien of the Indenture. For purposes of the Indenture, any Bond shall be deemed to have been paid when the Trustee shall have received the entire amount (principal, interest and premium, if any) payable on such Bond until and at maturity or redemption thereof, or a trust for such payment, consisting of any combination of cash and/or Federal Securities, has been established with the Trustee. The anticipated income from such Federal Securities may be included in the calculation of the required deposit to such trust.
APPENDIX D

PROPOSED OPINION OF BOND COUNSEL
The Board of Trustees of The
University of Alabama

Ladies and Gentlemen:

We have examined the Constitution and laws of the State of Alabama and certified copies of proceedings of The Board of Trustees of The University of Alabama (herein called the "Board") and other documents submitted to us pertaining to the authorization, issuance and validity of:

$ University of Alabama in Huntsville
General Fee Revenue Bonds
Series 2018-B1

$ University of Alabama in Huntsville
General Fee Revenue Bonds
Series 2018-B2

(heren together called the "Series 2018-B Bonds"). The statements hereinafter made and the opinions hereinafter expressed are based upon our examination of said constitution, laws, proceedings, and documents, which show as follows:

1. that the Board operates educational facilities in Huntsville, Alabama, through its division, The University of Alabama in Huntsville ("UAH").

2. the Series 2018-B Bonds are issued pursuant to a Trust Indenture dated November 1, 1989, as heretofore supplemented and amended and as further supplemented and amended by a Fourteenth Supplemental Indenture dated the date of the Series 2018-B Bonds (together, the "Indenture"), between the Board and U.S. Bank National Association, a national banking association, as successor to SouthTrust Bank (the "Trustee"), wherein there has been pledged for payment of all bonds issued thereunder so much as may be necessary therefor of all fees and charges now or hereafter levied against students enrolled at UAH, including without limitation, general tuition and course fees, registration fees, laboratory fees, out-of-state fees and building fees (the "General Fees").

3. that the Board is authorized under the Indenture to issue, without express limit as to principal amount but only upon compliance with certain conditions precedent specified in the Indenture, additional Bonds (as such term is defined in the Indenture) secured by a pledge of the General Fees on a parity with the Series 2018-B Bonds and all other bonds issued under the Indenture and at any time outstanding.

We are of the following opinion: that the Board has the corporate power to issue the Series 2018-B Bonds and to execute and deliver the Indenture; that the Series 2018-B Bonds have been duly authorized, executed and issued in the manner provided by the applicable provisions of the Constitution and laws of the State of Alabama, are in due and legal form and evidence valid and binding limited and special obligations of the Board payable, as to principal and interest, solely out of the General Fees; that the payment of the principal of and the interest on the Series 2018-B Bonds is secured on a parity with all Bonds previously issued under the Indenture and with any other Bonds hereafter issued under the Indenture by a pledge of the General Fees pro rata and without preference or priority of the Bonds of one series over those of another; that the said pledge is valid, subject to all lawful prior charges on the General Fees; and that the Indenture has been duly authorized, executed and delivered on behalf of the Board. We are of the opinion that the interest on the Series 2018-B Bonds is, under existing statutes and regulations as presently construed, exempt from Alabama income taxation.

We are further of the opinion that under the Internal Revenue Code of 1986, as amended (herein called the "Code"), as presently construed and administered, and assuming compliance by the University with its covenants pertaining to certain requirements of federal tax law that are set forth in the Indenture and the proceedings authorizing the issuance of the Series 2018-B Bonds, the interest on the Series 2018-B Bonds will be excludable from gross income.
of the recipient thereof for federal income tax purposes pursuant to the provisions of Section 103(a) of the Code and will not be an item of tax preference included in alternative minimum taxable income for the purpose of computing the minimum tax imposed by Section 55 of the Code. We call to your attention, however, that a portion of the interest income on the Series 2018-B Bonds will be included in the alternative minimum taxable income of corporations for the purpose of computing liability for the alternative minimum tax imposed by Section 55 of the Code.

We express no opinion regarding tax consequences arising with respect to the Series 2018-B Bonds other than as expressly set forth herein.

We express no opinion herein regarding the accuracy, adequacy or completeness of the Official Statement of the Board relating to the Series 2018-B Bonds. We express no opinion with respect to the federal tax consequences to the recipient of the interest on the Series 2018-B Bonds under any provision of the Code not referred to above.

The rights of the holders of the Series 2018-B Bonds and the enforceability of the Series 2018-B Bonds and the Indenture are subject to all applicable bankruptcy, insolvency, reorganization, sovereign immunity, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted and the exercise of judicial discretion in appropriate cases.

Neither the principal of nor the interest on the Series 2018-B Bonds nor the aforesaid pledge or any other agreements contained in the Indenture constitute an obligation of any nature whatsoever of the State of Alabama, and neither the Series 2018-B Bonds nor any obligation arising from said pledge or other agreements are payable out of any moneys appropriated to the Board by the State of Alabama. The Indenture does not constitute a mortgage on any of the property of the Board and no foreclosure or sale proceedings with respect to any property of the Board shall ever be had under its authority.

This opinion is given as of the date hereof and we assume no obligation to update, revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Very truly yours
2018-B1 NOTICE OF SALE

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA

University of Alabama in Huntsville
General Fee Revenue Bonds
Series 2018-B1

The Board of Trustees of The University of Alabama (the "Board") invites bids for the purchase from it of the above-referenced bonds (the "Series 2018-B1 Bonds"), which bids will be publicly read at The University of Alabama in Huntsville, 1201 John Wright Drive, Student Services Building, Suite 301, Huntsville, Alabama 35899, at 10:00 A.M. (Huntsville time) on [_______], 2018.

This Notice of Sale is being delivered simultaneously with, and is a part of, the Board's Preliminary Official Statement dated [_______], 2018 (the "Preliminary Official Statement") with respect to the Series 2018-B1 Bonds. The Preliminary Official Statement is hereby incorporated by reference and made a part of this Notice. The Series 2018-B1 Bonds are being issued by the Board for the benefit of its operating division The University of Alabama in Huntsville ("UAH") for the purposes described in the Preliminary Official Statement.

The Preliminary Official Statement and the information contained therein have been deemed final by the Board as of its date within the meaning of Rule 15c2-12 under the Securities Exchange Act of 1934, with permitted omissions, but are subject to change without notice and to completion or amendment in the final Official Statement.

Source of Payment and Security

The source of payment and security for the Series 2018-B1 Bonds is described in the Preliminary Official Statement. The Series 2018-B1 Bonds are limited obligations of the Board payable solely out of the "General Fees" described in the Preliminary Official Statement. The Series 2018-B1 Bonds are being delivered pursuant to, and are secured by, a Trust Indenture dated November 1, 1989, as supplemented and amended, and as further supplemented by a Fourteenth Supplemental Indenture (the "Fourteenth Supplemental Indenture") dated the date of the Series 2018-B1 Bonds (collectively, the "Indenture") between the Board and U.S. Bank National Association, as trustee (the "Trustee"). The Series 2018-B1 Bonds are not obligations or debts of the State of Alabama, nor are the faith and credit of the State pledged therefor, and neither the principal of nor the interest on the Series 2018-B1 Bonds will be paid out of any moneys provided for or appropriated to or on behalf of the Board by the State of Alabama.

Form of Delivery of Series 2018-B1 Bonds

The Series 2018-B1 Bonds will be issued and delivered in electronic form through the DTC book entry system, as described in the Preliminary Official Statement, in denominations of $5,000 and multiples thereof.

Payment Terms

The Series 2018-B1 Bonds shall have the following payment terms.

Aggregate Principal Amount. The aggregate principal amount of the Series 2018-B1 Bonds will be $_______, subject to adjustment as provided below under the heading "Adjustment of Principal Amount and Annual Payments".

Interest Payment Dates. Interest on the Series 2018-B1 Bonds will be payable semiannually on the dates identified in the Preliminary Official Statement. The interest rate or rates for the Series 2018-B1 Bonds are to be specified by the bidder, subject to the terms of this Notice. Interest will be calculated on the basis of a 360-day year with 12 months of 30 days each.

* Preliminary; subject to change.
**Principal Amortization.** Principal on the Series 2018-B1 Bonds will be payable on the dates and in the amounts set forth in the following table, subject to adjustment as provided below under the heading "Adjustment of Principal Amount and Annual Payments":

<table>
<thead>
<tr>
<th>Maturity Date ([September] 1)</th>
<th>Principal Amount Payable</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019</td>
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</tr>
<tr>
<td>2020</td>
<td></td>
</tr>
<tr>
<td>2021</td>
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<td>2026</td>
<td></td>
</tr>
<tr>
<td>2027</td>
<td></td>
</tr>
</tbody>
</table>

* Preliminary; subject to change

**Serial or Term Series 2018-B1 Bonds.** Bidders may provide that all the Series 2018-B1 Bonds be issued as serial bonds or may provide that any two or more consecutive annual principal amounts maturing be combined into one or more term bonds. If the successful bidder designates principal amounts to be combined into one or more term bonds, each such term bond shall be subject to scheduled mandatory redemption commencing on September 1 of the first year that has been combined to form such term bond and continuing on September 1 in each year thereafter until the stated maturity date of that term bond. The amount redeemed in any year shall be equal to the principal amount for such year set forth in the table above, as adjusted in accordance with the provisions described below under the heading "Adjustment of Principal Amount and Annual Payments." Term bonds to be redeemed in any year by scheduled mandatory redemption shall be redeemed at par and shall be selected by lot from among the term bonds of the same maturity. The Board may receive a credit against scheduled mandatory redemption requirements as described in the Preliminary Official Statement under the heading "THE SERIES 2018-B BONDS - Redemption of Series 2018-B1 Bonds - Mandatory Redemption of Series 2018-B1 Term Bonds".

**Adjustment of Principal Amount and Annual Payments.** The aggregate principal amount and annual amortization requirements for the Series 2018-B1 Bonds may be changed prior to the time bids are to be received. Such changes, if any, will be communicated by Thomson Municipal Market Monitor (www.tm3.com), IPREO and/or Bloomberg News not later than 1:00 P.M. (Huntsville time) on the last business day prior to the bid opening.

In addition, the aggregate principal amount and the annual amortization requirements are subject to adjustment by the Board after the receipt and opening of the bids, provided that any such adjustment will not cause (i) the aggregate principal amount of the Series 2018-B1 Bonds (as adjusted prior to the sale by notice as provided above) to increase or decrease by more than 20%, or (ii) the amount of any annual amortization requirement to increase or decrease by more than 25% of the amount specified in the table above (as adjusted prior to the sale by notice as provided above). The interest rates bid by the successful bidder shall not be subject to adjustment. The dollar amount bid by the successful bidder will be adjusted to reflect any adjustments in the aggregate principal amount. The final aggregate principal amount and annual amortization requirements will be communicated to the successful bidder by 3:00 P.M. (Huntsville time) on the day of the sale. The successful bidder may not withdraw its bid as a result of any adjustments made within the limits specified.

**Optional Redemption.** The Series 2018-B1 Bonds shall be subject to redemption at the option of the Board as provided in the Preliminary Official Statement under the heading "THE SERIES 2018-B BONDS - Redemption of Series 2018-B1 Bonds – Redemption of Series 2018-B1 Bonds prior to Maturity".

**Bids to Specify Interest Rates and Aggregate Purchase Price**

Bidders must offer to purchase all Series 2018-B1 Bonds. A bid for less than all Series 2018-B1 Bonds will be disqualified. Bidders must specify a fixed rate of interest for each maturity of Series 2018-B1 Bonds; provided,
however, that a rate of 0.0% may not be specified for any maturity. All Series 2018-B1 Bonds of the same maturity (including principal amounts of a Series 2018-B1 Term Bond subject to mandatory redemption) must bear the same rate of interest.

Bidders may bid to purchase the Series 2018-B1 Bonds at a discount or at a premium; provided:

(i) no bid will be considered to purchase the Series 2018-B1 Bonds if, for any maturity of the Series 2018-B1 Bonds, the bid is at a price less than 98.5% of the par amount of such maturity; and

(ii) no bid will be considered to purchase the Series 2018-B1 Bonds if the aggregate bid is at a price less than 99.0% of the total principal amount.

Special Terms or Covenants Not Permitted

No bidder will be allowed to specify pricing or other contractual terms other than interest rates and purchase price. For example, a bid that specifies a provision requiring indemnification for increased costs or a change in the interest rate based on tax law changes or rating changes will be disqualified. Similarly, a bid that specifies a financial covenant not already included in the Indenture will be disqualified.

Form of Bid

Any bid for the purchase of the Series 2018-B1 Bonds must be submitted by one of the following methods:

(a) On the Official Bid Form (attached as Exhibit A hereto) physically delivered to the Board, in a separately labeled, sealed envelope for this series, at the following place no later than the following date and time:

   Place: The University of Alabama in Huntsville
          1201 John Wright Drive
          Student Services Building, Room 301
          Huntsville, Alabama 35899
          Phone: (256) 824-6350
          Contact: Todd Barré, Vice President for
                   Finance and Administration

   Date: [_______], 2018

   Time: 10:00 a.m. (Huntsville time)

(b) In electronic form via PARITY, in the manner described below, no later than 10:00 a.m. (Huntsville time) on [_______], 2018. To the extent any instructions or directions set forth in PARITY conflict with this Notice, the terms of this Notice shall control. For further information about PARITY, potential bidders may contact PFM Financial Advisors LLC, the Financial Advisor, at (256) 536-3035, or PARITY at (212) 806-8304.

   Every bid must be unconditional and irrevocable. No good faith deposit is required.

   Bidders are requested to supply an estimate of the true interest cost for the Series 2018-B1 Bonds resulting from their bids, computed as prescribed below under the caption "Award, Delivery and Payment," which estimate shall not be binding on the Board. Each bid must be in accordance with the terms and conditions set forth in this Notice.

   Inquiries regarding the form of bid or bid process should be directed to the Board's Financial Advisor, Mr. Phil Dotts or Mr. Josh McCoy, PFM Financial Advisors LLC, at (256) 536-3035.
Right to Reject Bids; Waive Irregularities

The Board reserves the right to reject any and all bids for the Series 2018-B1 Bonds and to waive any irregularity or informality in any bid.

Award, Delivery and Payment

Date and Time of Award. If satisfactory bids are received, the Series 2018-B1 Bonds will be awarded not later than 2:00 P.M. (Huntsville time) on the date on which bids are opened and any adjustment of annual principal amounts will be announced not later than 3:00 P.M. (Huntsville time) on the same business day.

Basis for Award. The Series 2018-B1 Bonds will be awarded to the bidder whose bid states the lowest true interest cost to the Board therefor; provided that, if two or more bids are submitted that name the same lowest true interest cost for the Series 2018-B1 Bonds the Board will select the successful bidder by lot. The true interest cost will be that annual interest rate which when compounded semi-annually and used to discount all payments of the principal and interest payable on the Series 2018-B1 Bonds under such proposal to the date of the Series 2018-B1 Bonds results in an amount equal to the aggregate purchase price.

Successful Bidder’s Obligations With Respect to Initial Offering Price. The successful bidder shall assist the Board in establishing the issue price of the Series 2018-B1 Bonds and shall execute and deliver to the Board at Closing an "issue price" or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Series 2018-B1 Bonds, together with the supporting pricing wires or equivalent communications, with such modifications as may be appropriate or necessary in the sole judgment of bond counsel.

The Board intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the Series 2018-B1 Bonds) will apply to the initial sale of the Series 2018-B1 Bonds (the “competitive sale requirements”) because:

(i) the Board shall disseminate this Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;

(ii) all bidders shall have an equal opportunity to bid;

(iii) the Board may receive bids from at least three (3) underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and

(iv) the Board anticipates awarding the sale of the Series 2018-B1 Bonds to the bidder who submits a firm offer to purchase the Series 2018-B1 Bonds at the highest price (or lowest interest cost), as set forth in this Notice of Sale.

Any bid submitted pursuant to this Notice of Sale shall be considered a firm offer for the purchase of the Series 2018-B1 Bonds, as specified in the bid. Unless the bidder intends to hold the Series 2018-B1 Bonds for its own account with no intention to offer the Series 2018-B1 Bonds to the public, the bidder, by submitting a bid, represents to the Board that the bidder has an established industry reputation for underwriting new issuances of municipal bonds.

In the event the competitive sale requirements are not satisfied, the Board shall so advise the winning bidder. The winning bidder shall advise the Board if any maturity of the Series 2018-B1 Bonds satisfies the 10% test as of the date and time of the award of the Series 2018-B1 Bonds. As used herein, "10% test" means the first price at which 10% of a maturity of the Series 2018-B1 Bonds is sold to the public.

For those maturities of the Series 2018-B1 Bonds that do not satisfy the 10% test (the "hold-the-offering-price maturities"), the winning bidder will be required to follow and certify to the Board the "hold-the-offering-price" rule. So long as the hold-the-offering-price rule remains applicable to any maturity of the Series 2018-B1 Bonds, the winning bidder will neither offer nor sell unsold Series 2018-B1 Bonds of that maturity to any person at a price that
is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(i) the close of the fifth (5th) business day after the sale date; or

(ii) the date on which the winning bidder has sold at least 10% of that maturity of the Series 2018-B1 Bonds to the public at a price that is no higher than the initial offering price to the public.

For those maturities of the Series 2018-B1 Bonds that do not satisfy the 10% test, the winning bidder shall promptly advise the Board or the Board's municipal advisor when the winning bidder has sold 10% of that maturity of the Series 2018-B1 Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

Bids will not be subject to cancellation in the event that the competitive sale requirements are not satisfied. Bidders should prepare their bids on the assumption that all of the maturities of the Series 2018-B1 Bonds will be subject to the 10% test or the hold-the-offering-price rule in order to establish the issue price of the Series 2018-B1 Bonds.

By submitting a bid, each bidder confirms that: (i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the Series 2018-B1 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable to provide such information as shall enable the Board and the winning bidder to identify the price of each maturity of the Series 2018-B1 Bonds, and (ii) any agreement among underwriters relating to the initial sale of the Series 2018-B1 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Series 2018-B1 Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to provide such information as shall enable the Board and the winning bidder to identify the price of each maturity of the Series 2018-B1 Bonds.

Sales of any Series 2018-B1 Bonds to any person who is a related party to an underwriter shall not constitute sales to the public for purposes of this Notice of Sale. Further, for purposes of this Notice of Sale:

(i) "public" means any person other than an underwriter or a related party,

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the Board (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2018-B1 Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Series 2018-B1 Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Series 2018-B1 Bonds to the public),

(iii) a purchaser of any of the Series 2018-B1 Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profit interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) "sale date" means the date that the Series 2018-B1 Bonds are awarded by the Board to the winning bidder.
In addition, if the successful bidder will obtain municipal bond insurance policy or other credit enhancement for the Series 2018-B1 Bonds in connection with their original issuance, the successful bidder will be required, as a condition of delivery of the Series 2018-B1 Bonds, to certify whether the premium therefor representing the transfer of credit risk will be less than the present value of the interest expected to be saved as a result of such insurance or other credit enhancement. The form of an acceptable certificate will be provided by bond counsel.

**CUSIP Numbers.** The successful bidder shall cooperate in good faith with the Board and its financial adviser in the assignment of CUSIP numbers for the Series 2018-B1 Bonds. The Board shall pay the cost of obtaining CUSIP numbers.

**Date of Delivery and Form of Payment.** Delivery of the Series 2018-B1 Bonds is expected to occur on [_______], 2018. On the date of delivery the successful bidder shall pay for the Series 2018-B1 Bonds on the date of delivery in immediately available federal funds. Any expense of providing federal funds shall be borne by the purchaser.

**Documentation Required for Delivery and Payment.** The sale and delivery of the Series 2018-B1 Bonds is subject to receipt by the Board and successful bidder of the following documents:

(i) **Opinion of Bond Counsel.** The approving opinion of Bradley Arant Boult Cummings LLP, Birmingham, Alabama, bond counsel to the Board, substantially in the form provided in the Preliminary Official Statement.

(ii) **Final Official Statement.** The Board will provide the successful bidder for the Series 2018-B1 Bonds such reasonable number of printed copies of the Official Statement as such bidder may request. Delivery shall be within the time period required by Rule 15c2-12. Up to 100 printed copies of the final Official Statement will be furnished without cost to the successful bidder and further copies, if desired, will be made available at the successful bidder's expense.

(iii) **Continuing Disclosure Agreement.** A continuing disclosure agreement in the form described in the Preliminary Official Statement.

(iv) **Successful Bidder's Certification With Respect to Initial Offering Price.** The successful bidder must, prior to the delivery of the Series 2018-B1 Bonds, deliver a certificate with respect to the initial offering price as hereinabove set forth and described.

(v) **Standard Closing Papers.** Standard closing and delivery papers, including (A) the customary no-litigation certificate; (B) a certificate of authorized officers of the Board to the effect that, to the best of their knowledge, information and belief the Preliminary Official Statement used in connection with the Series 2018-B1 Bonds did not on the date of sale, and the final Official Statement does not on the date of delivery, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein contained, in light of the circumstances under which they were made, not misleading; and (C) a certificate of the Board stating that, on the basis of the facts, estimates and circumstances in existence on the date of issue, it is not expected that the proceeds of the Series 2018-B1 Bonds will be used in a manner that would cause interest on the Series 2018-B1 Bonds to be includible in gross income for purposes of federal income taxation.
Delivery in Loan Form

Request by Bidder. A bidder may request delivery of the Series 2018-B1 Bonds in loan form. The request must be made when the bid is submitted. Bidders requesting delivery in loan form must deliver their bid on the Official Bid Form and may not use the PARITY system.

Modification of Bidding Requirements. A bidder requesting delivery in loan form is subject to the terms and conditions specified in this Notice of Sale, with the following modifications:

(i) The bid must specify a single fixed interest rate for the loan that will apply to the entire principal amount of the Series 2018-B1 Bonds. Interest will be paid semiannually, as described above and in the Preliminary Official Statement, and will be calculated on the basis of a 360-day year with 12 months of 30 days each.

(ii) The principal amount of the Series 2018-B1 Bonds will be paid in annual installments (due September 1) corresponding to the amortization requirements set forth above. The aggregate principal amount and annual installment payments are subject to adjustment as described above under “Adjustment of Principal Amount and Annual Payments”.

Modification of Delivery Requirements and Documentation. If delivery is in loan form, the delivery requirements and documentation will be modified as follows:

(i) The Series 2018-B1 Bonds will be delivered as a single, typewritten bond payable to the successful bidder.

(ii) The Series 2018-B1 Bonds will not be subject to the DTC book entry system and will not have a CUSIP number affixed to it.

(iii) The Board, the successful bidder and the Trustee will enter into a direct payment agreement that will provide for payment of debt service by the Board directly to the successful bidder. The bond documents will require that any transferee of the Series 2018-B1 Bonds (issued as a single bond as aforesaid) enter into a similar agreement. A copy of the form of direct payment agreement is available for review, and interested purchasers are encouraged to obtain a copy from PFM Financial Advisors LLC, financial advisor for the Series 2018-B Bonds, located at 116 Jefferson Street South, Suite 301, Huntsville, Alabama 35801; (256) 536-3035. The winning bidder will not be permitted to add terms or covenants or make other changes to the said direct payment agreement.

(iv) The direct payment agreement will include a representation by the successful bidder that (A) it is a financial institution with knowledge and experience in financial matters and is capable of evaluating the merits and risks of making the loan, (B) it is making the loan to the Board, and acquiring the Series 2018-B1 Bonds as evidence of such loan, for its own account, provided that it reserves the right to sell or transfer the Series 2018-B Bonds or sell participation interests or similar interests to other financial institutions with similar knowledge and experience, (C) it does not intend to reoffer the Series 2018-B1 Bonds to the public, and (D) it presently intends to hold the Series 2018-B1 Bonds to maturity or earlier redemption or mandatory tender.

(v) No final Official Statement will be delivered with respect to the Series 2018-B1 Bonds.

(vi) The Series 2018-B1 Bonds will not be rated.
(vii) Although the loan will be exempt from Rule 15c2-12, the Board will deliver a continuing disclosure agreement to the successful bidder substantially in the form described in the Preliminary Official Statement.

At the request of the successful bidder, the Board will omit one or more of these features for delivery in loan form if the request is made in a timely manner and does not (a) increase the Board’s cost of delivery of the Series 2018-B1 Bonds, (b) cause a delay in delivery of the Series 2018-B1 Bonds, or (c) impose additional pricing or contractual terms. See “Special Terms or Covenants Not Permitted” above.

Right to Modify or Amend

The Board reserves the right to modify or amend this Notice. Notice of any such modification or amendment shall be given not later than 2:00 P.M. (Huntsville time) on the last business day prior to the bid opening through Thomson Municipal Market Monitor (www.tm3.com), IPREO and/or Bloomberg News.

The Board also reserves the right to postpone the receipt of bids. Notice of any such postponement will be delivered in the same manner as notice of modification or amendment.

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA FOR AND ON BEHALF OF THE UNIVERSITY OF ALABAMA IN HUNTSVILLE

By: ___________ /s/ Dana S. Keith
        Vice Chancellor for Finance and Administration

Dated: [_______], 2018.
EXHIBIT A
2018-B1 OFFICIAL BID FORM

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA

$_______
The University of Alabama in Huntsville
General Fee Revenue Bonds
Series 2018-B1
Dated: Date of Delivery

The Board of Trustees of The University of Alabama
on behalf of The University of Alabama in Huntsville

Ladies and Gentlemen:

We hereby offer to purchase all of the $_______ aggregate principal amount of your University of Alabama in Huntsville General Fee Revenue Bonds, Series 2018-B1 (the "Series 2018-B1 Bonds"), more particularly described in your 2018-B1 Notice of Sale dated [_______], 2018, which is incorporated herein and made a part hereof, at a purchase price of $_______ (which may not be less than 99.0%). We have completed such review of the Indenture (including without limitation the form of Fourteenth Supplemental Indenture) and the form of direct payment agreement as we have deemed necessary to make this offer. We hereby certify that we propose no additional terms, conditions, changes or modifications to said documents as a condition to this offer. This offer is for the Series 2018-B1 Bonds bearing interest at the following annual rates (each maturity must have a single fixed rate of interest; a rate of 0.0% may not be specified for any maturity):

Interest Rates Before Designation of Term Series 2018-B1 Bonds*

<table>
<thead>
<tr>
<th>Year of Maturity (September 1)</th>
<th>Principal Amount</th>
<th>Interest Rate*</th>
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* Financial institutions proposing for delivery of the Series 2018-B1 Bonds in Loan Form may only propose one rate of interest to apply to all installments of principal of the Series 2018-B1 Bonds.

Designation of Term Series 2018-B1 Bonds*

One or more serial maturities shall be combined into one or more term bonds ("Term Series 2018-B1 Bonds") as follows:

<table>
<thead>
<tr>
<th>Term Series 2018-B1 Bond Maturity (September 1)</th>
<th>Year of First Mandatory Redemption</th>
<th>Principal Amount of Term Series 2018-B1 Bond</th>
<th>Interest Rate</th>
</tr>
</thead>
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</tbody>
</table>
* A chart must be filled-out for each Term Series 2018-B1 Bond proposed. This chart is not applicable to and should not be filled-out by financial institutions acquiring the Series 2018-B1 Bonds in Loan Form.

Request for Loan Form

☐ (Check box if delivery in loan form requested)

We request that the Series 2018-B1 Bonds be delivered in loan form, as described in the 2018-B1 Notice of Sale. Note: If this box is not checked, the Series 2018-B1 Bonds will be delivered in electronic form through the DTC book-entry system, and the provisions described in the 2018-B1 Notice of Sale under the heading "Delivery in Loan Form" will not apply.

General

This bid is made subject to all the provisions of the aforesaid 2018-B1 Notice of Sale, and the terms thereof are expressly made a part of this bid.

For information purposes only, we compute the true interest cost reflected by this bid to be ______%.

We represent that we have full and complete authority to submit this bid on behalf of our bidding syndicate and that the undersigned will serve as the lead manager for the group if the Series 2018-B1 Bonds are awarded pursuant to this bid.

Respectfully submitted,

[NAME OF FIRM/BIDDER]

By: ________________________________

Name: ______________________________

Title: ______________________________

Contact Information

Telephone: __________________________

Email: ______________________________

Facsimile: __________________________

ACCEPTED, this the [_______] day of [_______], 2018.

The Board of Trustees of the University of Alabama
on behalf of The University of Alabama in Huntsville

By: ________________________________

Name: ______________________________

Title: ______________________________
APPENDIX F

2018-B2 NOTICE OF SALE
2018-B2 NOTICE OF SALE

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA

S

University of Alabama in Huntsville
General Fee Revenue Bonds
Series 2018-B2

The Board of Trustees of The University of Alabama (the "Board") invites bids for the purchase from it of the above-referenced bonds (the "Series 2018-B2 Bonds"), which bids will be publicly read at The University of Alabama in Huntsville, 1201 John Wright Drive, Student Services Building, Room 301, Huntsville, Alabama 35899, at 10:00 A.M. (Huntsville time) on [_______], 2018.

This Notice of Sale is being delivered simultaneously with, and is a part of, the Board's Preliminary Official Statement dated [_______], 2018 (the "Preliminary Official Statement") with respect to the Series 2018-B2 Bonds. The Preliminary Official Statement is hereby incorporated by reference and made a part of this Notice. The Series 2018-B2 Bonds are being issued by the Board for the benefit of its operating division The University of Alabama in Huntsville ("UAH") for the purposes described in the Preliminary Official Statement.

The Preliminary Official Statement and the information contained therein have been deemed final by the Board as of its date within the meaning of Rule 15c2-12 under the Securities Exchange Act of 1934, with permitted omissions, but are subject to change without notice and to completion or amendment in the final Official Statement.

Source of Payment and Security

The source of payment and security for the Series 2018-B2 Bonds is described in the Preliminary Official Statement. The Series 2018-B2 Bonds are limited obligations of the Board payable solely out of the "General Fees" described in the Preliminary Official Statement. The Series 2018-B2 Bonds are being delivered pursuant to, and are secured by, a Trust Indenture dated November 1, 1989, as supplemented and amended, and as further supplemented by a Fourteenth Supplemental Indenture (the "Fourteenth Supplemental Indenture") dated the date of the Series 2018-B Bonds (collectively, the "Indenture") between the Board and U.S. Bank National Association, as trustee (the "Trustee").

The Series 2018-B2 Bonds are not obligations or debts of the State of Alabama, nor are the faith and credit of the State pledged therefor, and neither the principal of nor the interest on the Series 2018-B2 Bonds will be paid out of any moneys provided for or appropriated to or on behalf of the Board by the State of Alabama.

Form of Delivery of Series 2018-B2 Bonds

The Series 2018-B2 Bonds will be issued and delivered in electronic form through the DTC book entry system, as described in the Preliminary Official Statement, in denominations of $5,000 and multiples thereof.

Payment Terms

The Series 2018-B2 Bonds shall have the following payment terms.

Aggregate Principal Amount. The aggregate principal amount of the Series 2018-B2 Bonds will be $[_______], subject to adjustment as provided below under the heading "Adjustment of Principal Amount and Annual Payments".

* Preliminary; subject to change.
Interest Payment Dates. Interest on the Series 2018-B2 Bonds will be payable semiannually on the dates identified in the Preliminary Official Statement. The interest rate or rates for the Series 2018-B2 Bonds are to be specified by the bidder, subject to the terms of this Notice. Interest will be calculated on the basis of a 360-day year with 12 months of 30 days each.

Principal Amortization. Principal on the Series 2018-B2 Bonds will be payable on the dates and in the amounts set forth in the following table, subject to adjustment as provided below under the heading "Adjustment of Principal Amount and Annual Payments":

<table>
<thead>
<tr>
<th>Maturity Date ([September] 1)</th>
<th>Principal Amount Payable*</th>
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<tbody>
<tr>
<td>2028</td>
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</table>

*Preliminary; subject to change

Serial or Term Series 2018-B2 Bonds. Bidders may provide that all the Series 2018-B2 Bonds be issued as serial bonds or may provide that any two or more consecutive annual principal amounts be combined into one or more term bonds. If the successful bidder designates principal amounts to be combined into one or more term bonds, each such term bond shall be subject to scheduled mandatory redemption commencing on September 1 of the first year that has been combined to form such term bond and continuing on [September] 1 in each year thereafter until the stated maturity date of that term bond. The amount redeemed in any year shall be equal to the principal amount for such year set forth in the table above, as adjusted in accordance with the provisions described below under the heading "Adjustment of Principal Amount and Annual Payments." Term bonds to be redeemed in any year by scheduled mandatory redemption shall be redeemed at par and shall be selected by lot from among the term bonds of the same maturity. The Board may receive a credit against scheduled mandatory redemption requirements as described in the Preliminary Official Statement under the heading "THE SERIES 2018-B BONDS - Redemption of Series 2018-B2 Bonds - Mandatory Redemption of Series 2018-B2 Term Bonds".

Adjustment of Principal Amount and Annual Payments. The aggregate principal amount and annual amortization requirements for the Series 2018-B2 Bonds may be changed prior to the time bids are to be received. Such changes, if any, will be communicated by Thomson Municipal Market Monitor (www.tm3.com), IPREO and/or Bloomberg News not later than 1:00 P.M. (Huntsville time) on the last business day prior to the bid opening.

In addition, the aggregate principal amount and the annual amortization requirements are subject to adjustment by the Board after the receipt and opening of the bids, provided that any such adjustment will not cause (i) the aggregate principal amount of the Series 2018-B2 Bonds (as adjusted prior to the sale by notice as provided above)
to increase or decrease by more than 20%, or (ii) the amount of any annual amortization requirement to increase or decrease by more than 25% of the amount specified in the table above (as adjusted prior to the sale by notice as provided above). The interest rates bid by the successful bidder shall not be subject to adjustment. The dollar amount bid by the successful bidder will be adjusted to reflect any adjustments in the aggregate principal amount. The final aggregate principal amount and annual amortization requirements will be communicated to the successful bidder by 3:00 P.M. (Huntsville time) on the day of the sale. The successful bidder may not withdraw its bid as a result of any adjustments made within the limits specified.


Bids to Specify Interest Rates and Aggregate Purchase Price

Bidders must offer to purchase all Series 2018-B2 Bonds. A bid for less than all Series 2018-B2 Bonds will be disqualified. Bidders must specify a fixed rate of interest for each maturity of Series 2018-B2 Bonds; provided, however, that a rate of 0.0% may not be specified for any maturity. All Series 2018-B2 Bonds of the same maturity (including principal amounts of a Series 2018-B2 Term Bond subject to mandatory redemption) must bear the same rate of interest.

Bidders may bid to purchase the Series 2018-B2 Bonds at a discount or at a premium; provided

(i) no bid will be considered to purchase the Series 2018-B2 Bonds if, for any maturity of the Series 2018-B2 Bonds, the bid is at a price less than 98.5% of the par amount of such maturity;

(ii) no bid will be considered to purchase the Series 2018-B2 Bonds if the aggregate bid is at a price less than 99.0% of the total principal amount; and

(iii) no bid will be considered if the coupon interest rate for any bonds maturing or subject to mandatory redemption on September 1, 2028, or any date thereafter, is less than 5.00%.

Special Terms or Covenants Not Permitted

No bidder will be allowed to specify pricing or other contractual terms other than interest rates and purchase price. For example, a bid that specifies a provision requiring indemnification for increased costs or a change in the interest rate based on tax law changes or rating changes will be disqualified. Similarly, a bid that specifies a financial covenant not already included in the Indenture will be disqualified.

Form of Bid

Any bid for the purchase of the Series 2018-B2 Bonds must be submitted by one of the following methods:

(a) On the Official Bid Form (attached as Exhibit A hereto) physically delivered to the Board, in a separately labeled, sealed envelope for this series, at the following place no later than the following date and time:

   Place: The University of Alabama in Huntsville
   1201 John Wright Drive
   Student Services Building, Room 301
   Huntsville, Alabama 35899
   Phone: (256) 824-6350
   Contact: Todd Barré, Vice President for Finance and Administration
Date: [____], 2018

Time: 10:00 a.m. (Huntsville time)

(b) In electronic form via PARITY, in the manner described below, no later than 10:00 a.m. (Huntsville time) on [____], 2018. To the extent any instructions or directions set forth in PARITY conflict with this Notice, the terms of this Notice shall control. For further information about PARITY, potential bidders may contact PFM Financial Advisors LLC, the Financial Advisor, at (256) 536-3035, or PARITY at (212) 806-8304.

Every bid must be unconditional and irrevocable. No good faith deposit is required.

Bidders are requested to supply an estimate of the true interest cost for the Series 2018-B2 Bonds resulting from their bids, computed as prescribed below under the caption "Award, Delivery and Payment," which estimate shall not be binding on the Board. Each bid must be in accordance with the terms and conditions set forth in this Notice.

Inquiries regarding the form of bid or bid process should be directed to the Board's Financial Advisor, Mr. Phil Dotts or Mr. Josh McCoy, PFM Financial Advisors LLC, at (256) 536-3035.

Right to Reject Bids; Waive Irregularities

The Board reserves the right to reject any and all bids for the Series 2018-B2 Bonds and to waive any irregularity or informality in any bid.

Award, Delivery and Payment

Date and Time of Award. If satisfactory bids are received, the Series 2018-B2 Bonds will be awarded not later than 2:00 P.M. (Huntsville time) on the date on which bids are opened and any adjustment of annual principal amounts will be announced not later than 3:00 P.M. (Huntsville time) on the same business day.

Basis for Award. The Series 2018-B2 Bonds will be awarded to the bidder whose bid states the lowest true interest cost to the Board therefor; provided that, if two or more bids are submitted that name the same lowest true interest cost for the Series 2018-B2 Bonds the Board will select the successful bidder by lot. The true interest cost will be that annual interest rate which when compounded semi-annually and used to discount all payments of the principal and interest payable on the Series 2018-B2 Bonds under such proposal to the date of the Series 2018-B2 Bonds results in an amount equal to the aggregate purchase price.

Successful Bidder’s Obligations With Respect to Initial Offering Price. The successful bidder shall assist the Board in establishing the issue price of the Series 2018-B2 Bonds and shall execute and deliver to the Board at Closing an "issue price" or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Series 2018-B2 Bonds, together with the supporting pricing wires or equivalent communications, with such modifications as may be appropriate or necessary in the sole judgment of bond counsel.

The Board intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the Series 2018-B2 Bonds) will apply to the initial sale of the Series 2018-B2 Bonds (the "competitive sale requirements") because:

(i) the Board shall disseminate this Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;

(ii) all bidders shall have an equal opportunity to bid;

(iii) the Board may receive bids from at least three (3) underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and

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(iv) the Board anticipates awarding the sale of the Series 2018-B2 Bonds to the bidder who submits a firm offer to purchase the Series 2018-B2 Bonds at the highest price (or lowest interest cost), as set forth in this Notice of Sale.

Any bid submitted pursuant to this Notice of Sale shall be considered a firm offer for the purchase of the Series 2018-B2 Bonds, as specified in the bid. Unless the bidder intends to hold the Series 2018-B2 Bonds for its own account with no intention to offer the Series 2018-B2 Bonds to the public, the bidder, by submitting a bid, represents to the Board that the bidder has an established industry reputation for underwriting new issuances of municipal bonds.

In the event the competitive sale requirements are not satisfied, the Board shall so advise the winning bidder. The winning bidder shall advise the Board if any maturity of the Series 2018-B2 Bonds satisfies the 10% test as of the date and time of the award of the Series 2018-B2 Bonds. As used herein, "10% test" means the first price at which 10% of a maturity of the Series 2018-B2 Bonds is sold to the public.

For those maturities of the Series 2018-B2 Bonds that do not satisfy the 10% test (the "hold-the-offering-price maturities"), the winning bidder will be required to follow and certify to the Board the "hold-the-offering-price" rule. So long as the hold-the-offering-price rule remains applicable to any maturity of the Series 2018-B2 Bonds, the winning bidder will neither offer nor sell unsold Series 2018-B2 Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(i) the close of the fifth (5th) business day after the sale date; or

(ii) the date on which the winning bidder has sold at least 10% of that maturity of the Series 2018-B2 Bonds to the public at a price that is no higher than the initial offering price to the public.

For those maturities of the Series 2018-B2 Bonds that do not satisfy the 10% test, the winning bidder shall promptly advise the Board or the Board's municipal advisor when the winning bidder has sold 10% of that maturity of the Series 2018-B2 Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

Bids will not be subject to cancellation in the event that the competitive sale requirements are not satisfied. Bidders should prepare their bids on the assumption that all of the maturities of the Series 2018-B2 Bonds will be subject to the 10% test or the hold-the-offering-price rule in order to establish the issue price of the Series 2018-B2 Bonds.

By submitting a bid, each bidder confirms that: (i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the Series 2018-B2 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable to provide such information as shall enable the Board and the winning bidder to identify the price of each maturity of the Series 2018-B2 Bonds, and (ii) any agreement among underwriters relating to the initial sale of the Series 2018-B2 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Series 2018-B2 Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to provide such information as shall enable the Board and the winning bidder to identify the price of each maturity of the Series 2018-B2 Bonds.

Sales of any Series 2018-B2 Bonds to any person who is a related party to an underwriter shall not constitute sales to the public for purposes of this Notice of Sale. Further, for purposes of this Notice of Sale:

(i) "public" means any person other than an underwriter or a related party,
(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the Board (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2018-B2 Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Series 2018-B2 Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Series 2018-B2 Bonds to the public),

(iii) a purchaser of any of the Series 2018-B2 Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profit interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) "sale date" means the date that the Series 2018-B2 Bonds are awarded by the Board to the winning bidder.

In addition, if the successful bidder will obtain municipal bond insurance policy or other credit enhancement for the Series 2018-B2 Bonds in connection with their original issuance, the successful bidder will be required, as a condition of delivery of the Series 2018-B2 Bonds, to certify whether the premium therefor representing the transfer of credit risk will be less than the present value of the interest expected to be saved as a result of such insurance or other credit enhancement. The form of an acceptable certificate will be provided by bond counsel.

**CUSIP Numbers.** The successful bidder shall cooperate in good faith with the Board and its financial adviser in the assignment of CUSIP numbers for the Series 2018-B2 Bonds. The Board shall pay the cost of obtaining CUSIP numbers.

**Date of Delivery and Form of Payment.** Delivery of the Series 2018-B2 Bonds is expected to occur on [______], 2018. On the date of delivery the successful bidder shall pay for the Series 2018-B2 Bonds on the date of delivery in immediately available federal funds. Any expense of providing federal funds shall be borne by the purchaser.

**Documentation Required for Delivery and Payment.** The sale and delivery of the Series 2018-B2 Bonds is subject to receipt by the Board and successful bidder of the following documents:

(i) **Opinion of Bond Counsel.** The approving opinion of Bradley Arant Boult Cummings LLP, Birmingham, Alabama, bond counsel to the Board, substantially in the form provided in the Preliminary Official Statement.

(ii) **Final Official Statement.** The Board will provide the successful bidder for the Series 2018-B2 Bonds such reasonable number of printed copies of the Official Statement as such bidder may request. Delivery shall be within the time period required by Rule 15c2-12. Up to 100 printed copies of the final Official Statement will be furnished without cost to the successful bidder and further copies, if desired, will be made available at the successful bidder's expense.

(iii) **Continuing Disclosure Agreement.** A continuing disclosure agreement in the form described in the Preliminary Official Statement.
(iv) Successful Bidder's Certification With Respect to Initial Offering Price. The successful bidder must, prior to the delivery of the Series 2018-B2 Bonds, deliver a certificate with respect to the initial offering price as hereinabove set forth and described.

(v) Standard Closing Papers. Standard closing and delivery papers, including (A) the customary no-litigation certificate; (B) a certificate of authorized officers of the Board to the effect that, to the best of their knowledge, information and belief the Preliminary Official Statement used in connection with the Series 2018-B2 Bonds did not on the date of sale, and the final Official Statement does not on the date of delivery, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein contained, in light of the circumstances under which they were made, not misleading; and (C) a certificate of the Board stating that, on the basis of the facts, estimates and circumstances in existence on the date of issue, it is not expected that the proceeds of the Series 2018-B2 Bonds will be used in a manner that would cause interest on the Series 2018-B2 Bonds to be includible in gross income for purposes of federal income taxation.

Delivery in Loan Form

Request by Bidder. A bidder may request delivery of the Series 2018-B2 Bonds in loan form. The request must be made when the bid is submitted. Bidders requesting delivery in loan form must deliver their bid on the Official Bid Form and may not use the PARITY system.

Modification of Bidding Requirements. A bidder requesting delivery in loan form is subject to the terms and conditions specified in this Notice of Sale, with the following modifications:

(i) The bid must specify a single fixed interest rate for the loan that will apply to the entire principal amount of the Series 2018-B2 Bonds. Interest will be paid semiannually, as described above and in the Preliminary Official Statement, and will be calculated on the basis of a 360-day year with 12 months of 30 days each.

(ii) The principal amount of the Series 2018-B2 Bonds will be paid in annual installments (due September 1) corresponding to the amortization requirements set forth above. The aggregate principal amount and annual installment payments are subject to adjustment as described above under “Adjustment of Principal Amount and Annual Payments”.

Modification of Delivery Requirements and Documentation. If delivery is in loan form, the delivery requirements and documentation will be modified as follows:

(i) The Series 2018-B2 Bonds will be delivered as a single, typewritten bond payable to the successful bidder.

(ii) The Series 2018-B2 Bonds will not be subject to the DTC book entry system and will not have a CUSIP number affixed to it.

(iii) The Board, the successful bidder and the Trustee will enter into a direct payment agreement that will provide for payment of debt service by the Board directly to the successful bidder. The bond documents will require that any transferee of the Series 2018-B2 Bonds (issued as a single bond as aforesaid) enter into a similar agreement. A copy of the form of direct payment agreement is available for review, and interested purchasers are encouraged to obtain a copy from PFM Financial Advisors LLC, financial advisor for the Series 2018-B Bonds, located at 116 Jefferson Street South, Suite 301, Huntsville, Alabama 35801; (256) 536-3035. The winning bidder will not be permitted to add terms or covenants or make other changes to the said direct payment agreement.
(iv) The direct payment agreement will include a representation by the successful bidder that (A) it is a financial institution with knowledge and experience in financial matters and is capable of evaluating the merits and risks of making the loan, (B) it is making the loan to the Board, and acquiring the Series 2018-B2 Bonds as evidence of such loan, for its own account, provided that it reserves the right to sell or transfer the Series 2018-B Bonds or sell participation interests or similar interests to other financial institutions with similar knowledge and experience, (C) it does not intend to reoffer the Series 2018-B2 Bonds to the public, and (D) it presently intends to hold the Series 2018-B2 Bonds to maturity or earlier redemption or mandatory tender.

(v) No final Official Statement will be delivered with respect to the Series 2018-B2 Bonds.


(vii) Although the loan will be exempt from Rule 15c2-12, the Board will deliver a continuing disclosure agreement to the successful bidder substantially in the form described in the Preliminary Official Statement.

At the request of the successful bidder, the Board will omit one or more of these features for delivery in loan form if the request is made in a timely manner and does not (a) increase the Board’s cost of delivery of the Series 2018-B2 Bonds, (b) cause a delay in delivery of the Series 2018-B2 Bonds, or (c) impose additional pricing or contractual terms. See “Special Terms or Covenants Not Permitted” above.

**Right to Modify or Amend**

The Board reserves the right to modify or amend this Notice. Notice of any such modification or amendment shall be given not later than 2:00 P.M. (Huntsville time) on the last business day prior to the bid opening through Thomson Municipal Market Monitor (www.tm3.com), IPREO and/or Bloomberg News.

The Board also reserves the right to postpone the receipt of bids. Notice of any such postponement will be delivered in the same manner as notice of modification or amendment.

**THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA FOR AND ON BEHALF OF THE UNIVERSITY OF ALABAMA IN HUNTSVILLE**

By: /s/ Dana S. Keith
Vice Chancellor for Finance and Administration

EXHIBIT A
2018-B2 OFFICIAL BID FORM

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA

The University of Alabama in Huntsville
General Fee Revenue Bonds
Series 2018-B2
Dated: Date of Delivery

The Board of Trustees of The University of Alabama
on behalf of The University of Alabama in Huntsville

Ladies and Gentlemen:

We hereby offer to purchase all of the $__________ aggregate principal amount of your University of Alabama in Huntsville General Fee Revenue Bonds, Series 2018-B2 (the "Series 2018-B2 Bonds"), more particularly described in your 2018-B2 Notice of Sale dated [_______], 2018, which is incorporated herein and made a part hereof, at a purchase price of $__________ (which may not be less than 99.0%). We have completed such review of the Indenture (including without limitation the form of Fourteenth Supplemental Indenture) and the form of direct payment agreement as we have deemed necessary to make this offer. We hereby certify that we propose no additional terms, conditions, changes or modifications to said documents as a condition to this offer. This offer is for the Series 2018-B2 Bonds bearing interest at the following annual rates (each maturity must have a single fixed rate of interest; a rate of 0.0% may not be specified for any maturity):

## Interest Rates Before Designation of Term Series 2018-B2 Bonds

<table>
<thead>
<tr>
<th>Year of Maturity</th>
<th>Principal Amount</th>
<th>Interest Rate*</th>
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* Financial institutions proposing for delivery of the Series 2018-B2 Bonds in Loan Form may only propose one rate of interest to apply to all installments of principal of the Series 2018-B2 Bonds.

Designation of Term Series 2018-B2 Bonds*

One or more serial maturities shall be combined into one or more term bonds ("Term Series 2018-B2 Bonds") as follows:

<table>
<thead>
<tr>
<th>Term Series 2018-B2 Bond Maturity ([September 1])</th>
<th>Year of First Mandatory Redemption</th>
<th>Principal Amount of Term Series 2018-B2 Bond</th>
<th>Interest Rate</th>
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</table>
* A chart must be filled-out for each Term Series 2018-B2 Bond proposed. This chart is not applicable to and should not be filled-out by financial institutions acquiring the Series 2018-B2 Bonds in Loan Form.

Request for Loan Form

[ ] (Check box if delivery in loan form requested)

We request that the Series 2018-B2 Bonds be delivered in loan form, as described in the 2018-B2 Notice of Sale. Note: If this box is not checked, the Series 2018-B2 Bonds will be delivered in electronic form through the DTC book-entry system, and the provisions described in the 2018-B2 Notice of Sale under the heading "Delivery in Loan Form" will not apply.

General

This bid is made subject to all the provisions of the aforesaid 2018-B2 Notice of Sale, and the terms thereof are expressly made a part of this bid.

For information purposes only, we compute the true interest cost reflected by this bid to be _____%.

We represent that we have full and complete authority to submit this bid on behalf of our bidding syndicate and that the undersigned will serve as the lead manager for the group if the Series 2018-B2 Bonds are awarded pursuant to this bid.

Respectfully submitted,

[NAME OF FIRM/BIDDER]

By: ________________________________

Name: ______________________________

Title: ______________________________

Contact Information

Telephone: __________________________

Email: _____________________________

Facsimile: __________________________

ACCEPTED, this the [_____] day of [_______], 2018.

The Board of Trustees of the University of Alabama on behalf of The University of Alabama in Huntsville

By: ________________________________

Name: ______________________________

Title: ______________________________
DIRECT PAYMENT AGREEMENT

THIS DIRECT PAYMENT AGREEMENT dated October __, 2018 (this "Agreement") is entered into by THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA, a public corporation and instrumentality of the State of Alabama (the "Board"); U.S. BANK NATIONAL ASSOCIATION, a national banking association, as trustee (the "Trustee"), and ______________________ [a/an] ______________________ (the "Lender").

Recitals

A. The Board has duly authorized the issuance of its $___________ University of Alabama in Huntsville General Fee Revenue Bonds, Series 2018-B[1/2] (the "Series 2018-B[1/2] Bond"), pursuant to a Trust Indenture dated November 1, 1989, as previously supplemented and amended (the "Original Indenture"), and as further supplemented and amended by a Fourteenth Supplemental Indenture dated the date of the Series 2018-B[1/2] Bond (the "Fourteenth Supplemental Indenture," and, the Original Indenture, as supplemented and amended by the Fourteenth Supplemental Indenture, the "Indenture"), each between the Board and the Trustee.

B. The Series 2018-B[1/2] Bond will be delivered by the Board to the Lender to evidence a loan (herein, the "Loan") made by the Lender to the Board.

C. Pursuant to [Section 2.02] of the Fourteenth Supplemental Indenture, payment of debt service on the Series 2018-B[1/2] Bond may be made by the Board directly to the Lender, provided that this agreement is delivered for the benefit of the Trustee in the form required by the Indenture.

D. Capitalized terms used without definition herein shall have the meanings ascribed in the Indenture.

NOW, THEREFORE, in consideration of the promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby covenant and agree as follows:

Section 1. Agreement for Direct Payment of Debt Service

The Lender, the Board and the Trustee hereby agree that so long as the Lender is the registered owner of the Series 2018-B[1/2] Bond:

(a) All regularly scheduled payments of principal and interest on the Series 2018-B[1/2] Bond shall be made by the Board directly to the Lender on the dates such principal and interest are due.

(b) If the date for the payment of principal of or interest on the Series 2018-B[1/2] Bond is not on a business day but on a Saturday, Sunday, a legal holiday or a day on which banking institutions in the City of Huntsville, Alabama are authorized by law or executive order to close, then the date for such payment shall be the next succeeding business day; and payment on such date shall have the same force and effect as if made on the original date payment was due.
(c) If the Lender fails to receive any payment of principal or interest due on the Series 2018-B[1/2], it shall notify the Trustee in writing; provided, however, that neither the failure to provide such notice nor any delay in such notice shall affect the Lender's right to receive such payments or any rights of the Lender under the Indenture with respect to the Series 2018-B[1/2] Bond. Unless and until the Trustee has received written notice from the Lender that the Board has failed to make any such payment when due, the Trustee may conclusively presume that all payments due on the Series 2018-B[1/2] Bond have been made as required by the 2018-B[1/2] Bond and the Indenture.

(d) If the Lender presents the Series 2018-B[1/2] Bond to the Trustee for registration of transfer, the Lender shall certify to the Trustee (i) that all payments on the Series 2018-B[1/2] Bond are current (or, if any payments are delinquent, shall specify the amount and due date of each past due payment) and (ii) the principal balance due on the Series 2018-B[1/2] Bond.

(e) Notwithstanding the provisions of Section 8.01 of the Original Indenture, the Board shall not be required to make deposits to the Bond Fund with respect to debt service payable on the Series 2018-B[1/2] Bond; provided, however, that if any Event of Default exists under the Indenture, the Trustee may, by notice to the Board and the Lender, terminate this Agreement. Thereafter, the Board shall deposit in the Bond Fund when due the amount required for payment of principal and interest on the Series 2018-B[1/2] Bond and the Trustee shall make payments of debt service on the Series 2018-B[1/2] Bond and all other Bonds Outstanding under the Indenture in accordance with the parity provisions of the Original Indenture.

(f) To the extent permitted by law, the Board agrees to indemnify the Trustee for, and hold the Trustee harmless against, any loss, liability or expense (including reasonable attorneys' fees, costs and expenses) incurred without bad faith or willful misconduct on its part arising out of the execution and delivery of this Agreement, the action or inaction of any other party to this Agreement, or the Trustee's reliance on the terms of this Agreement. Such indemnification shall survive the termination of the Indenture or the resignation or removal of the Trustee.

(g) Prior to the first payment date on the Series 2018-B[1/2] Bond, the Lender agrees to provide to the Board and the Trustee its wiring instructions for payment and a completed IRS Form W-9.

Section 2. Form of Series 2018-B[1/2] Bond during Term of Direct Payment Agreement

During the term of this Agreement, a single typewritten Series 2018-B[1/2] shall be delivered to the Lender. Such Series 2018-B[1/2] shall not be subject to the Book-Entry System and shall not have a CUSIP number.

Section 3. Inspection of Records

The Lender hereby agrees that, so long as this Agreement is in effect, it will maintain true and accurate records of all payments received and make the same available to the Board and the Trustee for inspection during normal business hours upon reasonable notice therefor.
Section 4. Termination of Agreement

This Agreement shall terminate upon the earlier of (a) the transfer by the Lender of the Series 2018-B[1/2] Bond or (b) upon 15 days' written notice by the Lender to the parties hereto. Except as provided in Section 1(e) of this Agreement, the Trustee shall not have the right to terminate this Agreement.

Section 5. Notices

Any notice provided under this Agreement must be in writing and delivered to the address or addresses set forth below. Any party may change the address for receiving any such notice or other document by giving notice of the change to the other parties named in this Section.

Board

By Mail: Vice President for Finance and Administration
1201 John Wright Drive
Student Services Building, Room 301
Huntsville, Alabama 35899

By email: todd.barre@uah.edu

Lender

By Mail: ________________
______________
______________

By email: ________________

Trustee

By Mail: U.S. Bank National Association
2204 Lakeshore Drive, Suite 302
Homewood, Alabama 35209
Attn: Woodie Alston

By email: Woodie.alston@usbank.com
IN WITNESS WHEREOF, the Board, the Lender and the Trustee have caused this Agreement to be duly executed by their duly authorized officers.

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA

By: ____________________________________________

Vice President for Finance and Administration of
The University of Alabama in Huntsville

U.S. BANK NATIONAL ASSOCIATION, as Trustee

By: ____________________________________________

Its: ____________________________________________

[___________]

By: ____________________________________________

Its: ____________________________________________
EXHIBIT E

Form of Approval of Final Financing Plan

APPROVAL OF FINAL FINANCING PLAN
BY DESIGNATED BOARD MEMBER

This certificate and order is being delivered by the undersigned member of The Board of Trustees of The University of Alabama (the "Authorizing Resolution") with respect to the issuance of two series of revenue bonds (one series designated “Series 2018-B1 Bonds” and the second designated “Series 2018-B2 Bonds”) for the benefit of its operating division, the University of Alabama in Huntsville (“UAH”). The Series 2018-B1 Bonds and the Series 2018-B2 Bonds are collectively referred to as the “Series 2018-B Bonds.”


The undersigned does hereby certify and order as follows:

1. The undersigned does hereby certify that he is a Designated Board Member under the terms of the Authorizing Resolution.

2. The final plan of finance for the Series 2018-B Bonds as set forth in the final Official Statement and in the final Supplemental Indenture is hereby approved, and the final Financing Documents are hereby approved.

IN WITNESS WHEREOF, this certificate and order has been executed on behalf of the Board.

Dated: ___________ 2018.

Signed: ____________________________

Name: ____________________________

Title: ____________________________
CAMPUS TRANSPORTATION SERVICES AGREEMENT

THIS CAMPUS TRANSPORTATION SERVICES AGREEMENT ("Agreement") is made and entered into as of the ___ day of ___________ 2018 (hereinafter referred to as the "Effective Date"), by and between The Board of Trustees of the University of Alabama for The University of Alabama at Birmingham, a public constitutional corporation of the State of Alabama, with principal offices at 701 20th Street South, Suite 620, Birmingham, AL 35294 ("University" or "UAB"), and Groome Transportation of Alabama, LLC, an Alabama corporation, with its principal offices at 2289 Dabney Road, Richmond VA, 23230 ("Vendor") (and both parties collectively, the "Parties").

WITNESSETH

WHEREAS, University issued that certain Request for Proposals Campus Transportation Services on June 1, 2018, with attendant Addendum I (together the "RFP"); and

WHEREAS, Vendor submitted a Proposal (the "Vendor's Proposal") dated June 22, 2018 in response to the RFP; and

WHEREAS, University selected Vendor to provide the services described in the RFP; and

NOW, THEREFORE, the Parties agree as follows:

SECTION 1: INITIAL TERM

1.1 The Initial Term shall commence on January 1, 2020, and will end on December 31, 2024. University shall have the right to exercise, upon mutual agreement with the Vendor, up to five (5) additional one (1) year Renewal Terms unless the Agreement is terminated during the course of any Term as provided herein. University shall in its sole discretion determine whether it will request any Renewal Term and University is not required to enter any Renewal Term unless it determines that it is in the University’s own best interest.

SECTION 2: SCOPE OF SERVICES REQUIRED

2.1 Vendor shall, during the Initial Term and any Renewal Term of this Agreement, supply and maintain such vehicles (in quantity and capacity) and personnel as are required to fulfill University's needs for campus transportation services as described in the RFP and Vendor's Proposal. The RFP is attached as Exhibit 1 and the Vendor's proposal is attached as Exhibit 2, both of which are incorporated herein by reference in their entirety. In the event of a conflict between this Agreement, the RFP and Vendor's Proposal, the provisions of this Agreement will control. In the event of a conflict between the RFP and Vendor's Proposal, the provisions of the RFP will control.
SECTION 3: COMPENSATION AND BILLING

3.1 In consideration for services rendered hereunder, University shall pay to Vendor all sums due and owing and calculated in accordance with the rates set forth in RFP Section 3.11. Such payments are subject to the terms and conditions of RFP Section 4.7 regarding "Pay Terms."

3.2 If the University determines that there are fees or charges for services that are in dispute, payment may be withheld until such dispute is resolved. All disputes will be submitted to Vendor on a timely basis after receiving invoice.

SECTION 4: PRICING

4.1 Service Levels

University may increase or decrease service levels to be provided by Vendor. However, where such increases or decreases materially impact the service levels or equipment levels required of Vendor under the assumed hours, routes, schedules, and vehicle requirements contained in the RFP, Vendor, or UAB, may request price adjustments based on service level changes in accordance with the terms and conditions of RFP Section 3.11.

4.2 Operational Costs

Vendor may request price adjustments based on changes in its operational costs in accordance with the terms and conditions of RFP Section 3.11.

SECTION 5: FORCE MAJEURE

5.1 In the event Vendor is unable to provide the campus transportation services as specified in this Agreement because of any act of God, civil disturbance, fire, riot, war, terrorism, picketing, strike, labor dispute, labor shortages, governmental action or any other condition or cause beyond Vendor's control or any other force majeure clause as defined by state law, University shall excuse Vendor from performance under this Agreement and University will not be required to compensate Vendor during for any such interruption period in service.

SECTION 6: LIQUIDATED DAMAGES

6.1 University may assess Liquidated Damages in accordance with RFP Section 2.5.10. University will notify the Vendor in writing no later than forty five (45) days following the Vendor’s performance failure of the nature of the performance failure and the amount of Liquidated Damages to be assessed against Vendor for that specific failure. The Vendor will be afforded fifteen (15) days to investigate the alleged performance failure in order to protest the assessment in writing or to submit any information or documentation in support of same for University’s consideration. If University fails to notify the Vendor within forty five (45) days of any performance failure, the assessment of Liquidated Damages for that particularly alleged performance failure will be waived. If Vendor fails to notify the University within fifteen (15) days of receipt of the notice of Liquidated Damages assessment from the University that the Vendor wishes to protest same, the Vendor waives any right to protest the subject Liquidated damage assessment. By executing this Agreement, Vendor agrees and acknowledges that the Vendor’s failure to perform certain
obligations under this Agreement would cause damages to the University in its daily operations, and such damages would be difficult to quantify. Therefore, Vendor agrees that the types, calculation method and amounts of potentially assessed Liquidated Damages as set out in RFP Section 2.5.10 are reasonable and appropriate for the scope of services to be provided under this Agreement, that such amounts are not a penalty for failed performance, and Vendor waives any claim or argument to the contrary.

SECTION 7: TERMINATION FOR CAUSE

7.1 In addition to the terms and conditions of RFP Section 4.12 regarding “Contract Cancellation,” if either Party materially breaches any of the terms and conditions, covenants or duties imposed upon it by this Agreement, such violation shall entitle the other Party to terminate this Agreement in accordance with the following procedure: The non-defaulting Party shall give the offending Party thirty (30) days’ written notice of default and the opportunity to remedy the violation. If at the end of such thirty (30) day default notice period, the Party notified has not remedied the purported violation, the non-defaulting Party may terminate this Agreement as follows: on the first business day following the last day of the 30-day default notice period, the non-defaulting Party shall give the defaulting Party 15 days’ notice of termination. In the event of termination pursuant to this paragraph, Vendor shall cease performing any work pursuant to this Agreement and be entitled to compensation for services rendered through the effective date of termination.

SECTION 8: MUTUAL TERMINATION FOR CONVENIENCE

8.1 After the Initial Term, the University may terminate this Agreement for convenience upon not less than sixty (60) days prior written notice to the Vendor. The Parties agree to the deletion of RFP Section 4.12.2.

SECTION 9: SEVERABILITY

9.1 Subject to the provisions of RFP Section 4.3 stating that the exclusive forum for asserting any legal or equitable claims against University is the Alabama State Board of Adjustment, in the event any provision specified herein is held or determined to be illegal, void or in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect.

SECTION 10: EXTENSION AND MODIFICATION

10.1 Vendor and University may extend or otherwise modify the terms of this Agreement in whole or in part as circumstances may justify by mutual written agreement executed by the duly authorized representatives of the Parties.

SECTION 11: NOTICE TO PARTIES

11.1 All notices pertaining to this Agreement shall be in writing at the addresses set forth below and shall be deemed properly delivered, given or served (i) when personally delivered, or (ii) one (1) day following the date sent by overnight courier, or (iii) three (3) days following the date mailed by certified or registered mail, postage prepaid, return receipt requested or (iv) on the date sent by facsimile if receipt of confirmation is obtained and a hard copy is
sent by one of the methods set forth in (i), (ii) or (iii) above.

Notices to University shall be addressed to:

University of Alabama at Birmingham
Attn: University Purchasing
1720 2nd Avenue South, 801 Bldg. B10
Birmingham, AL 35294

With copy to:

UAB Office of Counsel
1720 2nd Avenue, South, AB 820
Birmingham, AL 35294-0108
Attn: University Counsel

Notices to Vendor shall be addressed to:

Groome Transportation of Alabama, LLC
2289 Dabney Road
Richmond, VA 23230

11.2 University or Vendor may change its address of record for receipt of official notice by giving the other written notice of such change and any necessary mailing instructions. If the final date of any period which is set out in any provision of this Agreement falls on a Saturday, Sunday or legal holiday under the laws of the State of Alabama, then in such event, the time of such period shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

SECTION 12: PLACE OF CONTRACT/CONTROLLING LAW

12.1 This Agreement shall be governed by the laws of the State of Alabama. All references in this contract to the "state" shall mean the State of Alabama. All regulations, laws and requirements of the state shall mean the regulations, laws or requirements of the State of Alabama.

SECTION 13: REPRESENTATIVE CAPACITY

13.1 Vendor shall be and remain an independent contractor and not act in the role of an agent or legal representative on behalf of the University. Vendor shall not have the authority to bind or obligate the University, its officers, agents or employees. Vendor will not represent the interest of any other person, firm or entity that conflicts with the interest of the University in regard to the subject matter of this Agreement or the performance of services pursuant to the terms and conditions hereof.

SECTION 14: INDEMNITY AND INSURANCE

14.1 Vendor shall indemnify the University in accordance with RFP Section 4.3 and provide
the insurance coverage required by **RFP Section 4.4.** Further, as required by **RFP Section 4.4,** the Vendor will provide the required Certificates of Insurance to adding those entities as stated therein as additional insureds **BEFORE** Vendor begins providing services under this Agreement.

**SECTION 15: ASSIGNMENT**

15.1 Vendor shall not assign, transfer or otherwise convey this Agreement or any of its rights, obligations or interests under this Agreement without the prior written consent of University. University retains the right within its sole discretion to not approve or accept Vendor’s request for assignment.

**SECTION 16: DISPUTE RESOLUTION**

16.1 In the event of any dispute arising out of or relating to this Agreement or to a breach thereof, including its interpretation, performance or termination, the Parties shall try to settle such conflicts amicably between themselves. In the event the Parties are still unable to resolve the dispute or conflict by negotiation, the dispute or conflict may then be submitted by a Party to a mediator, mutually agreed to by the Parties, for nonbinding mediation in Birmingham, Alabama. The Parties shall split the cost of the mediator and cooperate with the mediator in an effort to resolve such dispute. Vendor acknowledges that University is an agency of the State of Alabama and cannot waive immunity conferred by Alabama Constitution, Article I, §14. In accordance with **RFP Section 4.3.1,** Vendor agrees to submit any claims against University to the Alabama State Board of Adjustment.

**SECTION 17: AUTHORITY, PERMITS AND SUCCESSORS AND ASSIGNS**

17.1 Both Parties warrant that they are properly authorized to enter into this Agreement. As required by **RFP Section 4.2,** Vendor represents and warrants that it has obtained any and all required permits, approvals and/or authorizations from third parties to enable it to fully perform pursuant to this Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

**SECTION 18: COMPLIANCE WITH LAWS**

18.1 As required by **RFP Section 4.2,** Vendor shall comply with all laws, orders, safety standards, and regulations of federal, state, county and municipal authorities with respect to its performance under this Agreement as specifically required therein.

**SECTION 19: WAIVER**

19.1 The failure of any Party to insist in any one or more instances upon strict performance of any of the obligations of the other Party or to take advantage of any of its rights shall not be construed as a waiver of the performance of any such obligation or the relinquishment of any such right for the future, but the same shall continue and remain in full force and effect.

**SECTION 20: COUNTERPARTS**

20.1 This Agreement may be executed in one or more counterparts, each of which shall be an original and taken together shall constitute one and the same document. Signature and
acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

SECTION 21: ENTIRE AGREEMENT

21.1 This Agreement, and all Exhibits attached or incorporated by reference (to be construed in the order of precedence as set out above), constitute the entire agreement between the parties regarding transportation services, and except as noted herein, supersedes all prior presentations, discussions, negotiations, agreements, promises, or covenants between the Parties, whether oral or written. Neither party shall be bound by any understanding, agreement, promise, covenant or representation concerning the services, expressed or implied, not specified herein. Any agreement, promise, covenant and representation not incorporated herein shall be null and void and of no force and effect.

(Signature Pages to Follow)
IN WITNESS WHEREOF, the Parties hereto have executed the Agreement the day and year first hereinabove written.

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<tr>
<th>Groome Transportation of Alabama, LLC</th>
<th>The Board of Trustees of the University of Alabama for The University of Alabama at Birmingham</th>
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REQUEST FOR PROPOSAL

CAMPUS TRANSPORTATION SERVICES

Proposal #: 185
Response Due Date: June 22, 2018
Response Due Time: 2:00pm CST
Attention: Ron Collins
SECTION I - Introduction

The University of Alabama at Birmingham (UAB) is a research university and academic health center that discovers, teaches and applies knowledge for the intellectual, cultural, social and economic benefit of Birmingham, the state of Alabama and beyond. UAB is internationally renowned for its intensely collaborative culture that has — for more than five decades — produced breakthroughs in education, healthcare, research and service. UAB is the top Alabama university, and is in the top 175 worldwide, in U.S. News & World Report’s 2017 Best Global Universities ranking.

With an enrollment of more than 20,900 students in Fall 2017, UAB provides a collaborative learning experience to prepare diverse students for rewarding careers and lives that benefit society and our regional and global economy. In addition, UAB offers exceptional graduate and professional programs that prepare students to lead, teach, conduct research, provide professional services, become the prominent scholars and societal leaders of the future, and contribute to our region’s and our nation’s prosperity. UAB offers 154 degree programs in nine schools and one college — the Collat School of Business, School of Dentistry, School of Education, School of Engineering, School of Health Professions, School of Medicine, School of Nursing, School of Optometry, School of Public Health and the College of Arts and Sciences — as well as the Honors College and the Graduate School.

UAB is the state of Alabama’s largest employer, with some 23,000 employees, and has an annual economic impact exceeding $7.15 billion. Ten UAB graduate programs were ranked in the top 25 in U.S. News & World Report’s 2018 “America’s Best Graduate School” list, and 10 UAB specialties were ranked among the nation’s top 50 programs of their kind in the magazine’s 2017-2018 Best Hospitals report. Total research expenditures at UAB exceeded $538 million in 2016. UAB’s NIH funding, based on 2016 figures, ranks eighth among public universities.

UAB Medicine is the third largest public academic medical center in the country, with more than 1,900 beds and almost 18,000 employees. UAB Hospital is the centerpiece of the UAB Health System and is the teaching hospital for the UAB School of Medicine. Situated among major research centers and clinics, UAB Hospital provides patients with a complete range of primary and specialty care services, as well as the most up-to-date treatments and innovations in health care. In addition to UAB Hospital, UAB Medicine includes The Kirklin Clinic of UAB Hospital, UAB Callahan Eye Hospital, as well as several primary and specialty care clinics, a dozen member and affiliate hospitals within Alabama, more than 10 cancer associates in the Southeast, and the Viva Health HMO.

The objective of this request for proposal is to identify the most competitive solutions provider of safe and reliable transportation to provide: 1) shuttle service between large perimeter parking areas, 2) intra-campus transportation services to reduce on campus vehicle congestion, and 3) a safe and convenient alternative to single occupancy vehicle trips.

It is UAB’s intent to begin service under a new Campus Transportation Services agreement as a result of this competitive bid effective January 1, 2020.

Groome Transportation is excited about the opportunity to provide transportation to the Faculty, Staff and Students at UAB. Our outstanding record of safety and Customer Service makes us the best choice as the transportation provider for this exceptional educational institution. Our extensive experience in both campus and hospital transportation uniquely qualifies us to provide these services. We have experience with not only bus transportation, but paratransit and night escort services. Our company is large enough to provide any and all support needed for this service, yet small enough to give a personal touch with quick responses from our experienced management team. We do not have many layers of management to weed through in order to make a decision, the decision-makers are accessible to the University at any time. We already have an office in Birmingham that provides airport shuttle services to the Atlanta Airport. Through our response to this RFP, we will prove that we are the best choice as the transportation service provider for the UAB community.
SECTION II - Specific Requirements

2.1 Contractor Responsibilities

2.1.1 Contractor shall be responsible for the day-to-day administration, operation, and maintenance of the campus transportation system.
Understood and agreed.

2.1.2 Contractor shall be solely responsible for the satisfactory work performance of all employees. All personnel associated with the administration, operation, and maintenance of the system shall be employed by the Contractor, or be employed by an official Sub Contractor of the Contractor. The selected Contractor is fully responsible for all personnel assigned to the implementation and delivery of transportation service for UAB.
Groome Transportation will be responsible for the satisfactory work performance of all employees. All personnel will be employed by Groome Transportation, we do not subcontract. We will be fully responsible for all personnel assigned to the implementation and delivery of transportation services for UAB.

2.1.3 Contractor shall be solely responsible for establishment and payment of employee wages, benefits, work rules and/or subcontractors’ wages and benefits. Employees of the Contractor shall not be considered employees of UAB.
Groome Transportation will be solely responsible for the establishment and payment of employee wages, benefits and work rules. It is understood and agreed that employees of Groome Transportation will not be considered employees of UAB.

2.1.4 Contractor shall comply with the requirements of employee liability, workers’ compensation, unemployment insurance, social security, and the Americans with Disabilities Act and any other required local, state and federal laws.
Groome Transportation will comply with all the requirements of employee liability, workers’ compensation, unemployment insurance, social security and the Americans with Disabilities Act and any other required local, state, and federal laws.

2.1.5 All federal, state, local, and regulatory requirements and laws shall be followed at all times with respect to campus transit service. In all cases, the more stringent of requirements shall be followed when there is a difference between regulations or legal requirements and any specifications in this request for proposal document.
Groome Transportation will meet or exceed all federal, state, local and regulatory requirements and will follow all laws at all times with respect to the campus transportation service. It is understood and agreed that the more stringent of requirements will be followed when there is a difference between regulations or legal requirements and any specification in this RFP.
2.2 Service Adjustments

2.2.1 It is fully expected that the routes may change during the course of the transportation contract due to construction, changing passenger needs and ridership trends, and UAB’s preferences. The proposed schedule and service hours are a good faith estimate that reflects current and expected needs. In no way is this meant to represent a guarantee of service levels.

Understood and agreed. Groome Transportation has shown our flexibility and willingness to adapt our services to fit the needs of our customers throughout our history both in our campus transportation and airport transportation services. We will work closely with the University to develop and change services as needed for the satisfaction of the university community.

2.2.2 UAB reserves the right to make service adjustments to meet the needs of its community at any time. By submitting a proposal of services response, the bidder accepts and understands that service levels may fluctuate and that they are willing to accept these fluctuations. Significant service level changes from initial estimates may be addressed in Section 3.11.

Understood and agree. We accept that there may be service fluctuations and will work with the university regarding the needed levels of service and the pricing for those services. We will address significant changes in section 3.11.
2.3 Days of Operation. A calendar of operations may be found online at www.uab.edu. Full transportation service typically runs during the academic year whenever UAB is open. To review this calendar, go to the web page, https://www.uab.edu/students/academics, and click on ACADEMIC CALENDAR on the right hand side. The employee perimeter parking shuttle operates throughout the year for university/hospital employees. Note: Calendars are subject to change. UAB anticipates that service level requirements will remain generally constant from year to year, with only minor deviations for holidays and academic calendar year adjustments.

Understood and agreed.
2.4 Corporate Information

2.4.1 History. Provide a brief company history that indicates number of years in business, business organization (Corporation, LLC, LLP, Sole Proprietorship, etc.), date of incorporation or establishment, state of incorporation, areas of practice, and overview of experience. If, in the past 10 years, your company has operated as or has been known as a different name / organization, please include detail about those organizations as well.

Groome Transportation was established in 1934 to provide school bus transportation in the Richmond, VA area. We then provided transportation for the troops to Ft. Lee during WWII. The company went on to obtain a contract with the Richmond Airport, which we held for 82 years, to take passengers from the airport to destinations in downtown Richmond and the surrounding communities. In 1988, Haroid Groome began offering airport shuttle service between Macon, GA and the Atlanta Airport. Since that time, we have grown to 18 airport shuttle locations and 15 campus contracts.

2.4.2 Organization. Contractor shall have a sufficient corporate structure and management hierarchy to meet all service requirements as stated in this RFP. Contractor shall provide organizational chart listing the name, years of work experience, and office location of the current manager or executive responsible for each of the following areas:

2.4.2.1 Company or Division Leader (President)
2.4.2.2 Customer service
2.4.2.3 Hiring/HR
2.4.2.4 Training
2.4.2.5 Safety
2.4.2.6 Maintenance
2.4.2.7 On Site Management (If individual has not been identified, a detailed job description may be provided.)

Please see the Organization Chart, job description, and resumes for Key Personnel in Attachment 1.
2.5 Experience

2.5.1 Experience. Bidders shall have a minimum of five (5) consecutive years experience providing bus and/or van passenger transportation services to a college, university, airport, military facility, corporate campus, municipality, hospital/ healthcare facility, or public recreational facility. Provide a detailed summary and description of passenger transportation experience over the last five (5) years.

Groome Transportation has been providing transportation services for over 80 years. In the past five years, we have grown from 6 airport shuttles serving only the Atlanta Airport to 17 airport shuttle services serving airports across the country. We have experienced similar growth in our campus shuttle services. We currently provide transportation to 15 campuses and hospitals spread across a wide geographic region. Our current contracts include: Virginia Commonwealth University (27 buses), University of Richmond (5 buses, 3 vans), University of Mississippi Medical Center (17 buses), GA Tech (29 buses, 7 vans), University of Houston (20 buses), Texas Medical Center/Texas Childrens Hospital (42 buses), UT Health Science Center (5 buses), UT Arlington (7 buses), MD Anderson Cancer Center (20 buses), RWJWL (5 buses), UH Downtown (3 buses), University of Memphis (3 buses), and our newest operation at Bowling Green State University (6 buses).
2.5.2 References. References should clearly illustrate that the respondent has the capabilities and experience to perform the work as outlined in this request for proposal and associated documents.

2.5.2.1 Minimum of three (3) qualified (as defined below) references are required to be submitted with this RFP. All requirements outlined below must be met to be considered as a qualified passenger service reference.

2.5.2.1.1 Minimum of 5 (five) vehicles operating simultaneously during peak period of service.
2.5.2.1.2 Minimum average of 8,000 annual service hours per reference.
2.5.2.1.3 Minimum average of 75,000 unlinked passenger trips provided per year.
2.5.2.1.4 Bus and/or van passenger transportation services must have been provided to a college, university, airport, military facility, corporate campus, municipality, hospital/healthcare facility, or public recreational facility.

2.5.2.2 Provide the following information for each reference:

2.5.2.2.1 Name of company or organization
2.5.2.2.2 Contact name, title, email, phone, and address
2.5.2.2.3 Description of service provided, who is transported and the geographic area of the transportation system, the number of buses and number of annual hours.
2.5.2.2.4 Date service began
2.5.2.2.5 Date service ended

Please see our references listed in Attachment 2.
2.5.3 Transit Management

2.5.3.1 Service Start-Up Plan

2.5.3.1.1 Bidder shall provide, with their bid response, a service start up plan that shows specific dates, deadlines and milestones they will commit to in order to ensure a successful start by the date specified in this RFP.

2.5.3.1.2 The plan shall include, at a minimum, the following critical dates.

2.5.3.1.2.1 Date supervisor will be hired and/or assigned to UAB.
2.5.3.1.2.2 Date drivers will be hired and/or assigned to UAB.
2.5.3.1.2.3 Training dates for drivers.
2.5.3.1.2.4 Date vehicles will be on site and available for service at UAB.

Please see the startup timeline in Attachment 3.

2.5.3.2 Customer Service Plan. The successful contractor shall have, as of the service start date, a written customer service plan that meets all required policy and procedures for all employees assigned to UAB. Customer service plan shall have provisions to deal with the following items:

2.5.3.2.1 Driver/Passenger conflict resolution.
2.5.3.2.2 Process for handling customer comments and complaints.
2.5.3.2.3 Information shall be posted on vehicles, in documentation, and on electronic media instructing passengers to contact University personnel, either via phone or email, with any comments, complaints or issues.
2.5.3.2.4 Process for supervisor to communicate comments or complaints that are addressed to them directly to University personnel.
2.5.3.2.5 Reporting method to track comments, complaints, and questions that include date, time, person responsible for resolving issue, and date issue was resolved.
2.5.3.2.6 Procedures for drivers and other employees to follow when conducting their normal duties.
2.5.3.2.7 Meeting all applicable Americans with Disability Act requirements.
2.5.3.2.8 Ongoing customer service quality assurance and employee accountability to meet these requirements.

Groome Transportation's Customer Service Plan meets or exceeds all requirements of this section. All personnel receive initial training. Refresher and remedial courses are also available if needed. Anyone who does not exhibit the desired levels of customer service will be retrained if applicable. If retraining is not an option, disciplinary action, up to and including termination, will be taken. Managers and supervisors regularly observe drivers on route to ensure that they are providing safe, efficient, customer-oriented service. Paul Benigno, our Vice President of Business Development also conducts focus groups to get feedback from passengers on how we can improve our service. A copy of our Customer Service Training Plan can be found in Attachment 4.
2.5.4 The successful Bidder shall provide each driver with a copy of his/her own driver handbook that provides details of internal policies, processes and procedures that are required to successfully conduct his/her job. The handbook shall include any specific requirements for working on UAB operation, and shall also provide all local, state, federal, and regulatory requirements that apply to the driver.

All Groome Transportation personnel will be given a copy of the employee handbook. Internal policies and procedures will be found in the handbook, including all regulatory requirements that apply. Additional UAB-specific information will be given to the drivers as supplemental documents.
2.5.5 Office and Administration

2.5.5.1 Contractor shall provide all facilities required to meet the specifications of this service.
2.5.5.2 UAB will provide an office for contractor at no additional cost.

Understood and agreed.
2.5.6 Drivers

2.5.6.1 Wages

2.5.6.1.1 UAB expects that the successful contractor will pay adequate wages to employ qualified and reliable drivers.

2.5.6.1.2 Bidders shall disclose starting wages for all drivers employed. Groome Transportation will pay adequate wages to employ qualified and reliable drivers. The starting wage for all drivers will be $14.50 per hour. Yearly reviews will be given and drivers who meet or exceed the criteria will receive increases at that time.

2.5.6.2 Uniforms

2.5.6.2.1 Bidder is responsible for providing standard uniforms for all employees.

2.5.6.2.2 Employees must wear a personalized nametag at all times and a patch indicating the name of the company.

2.5.6.2.3 Drivers shall be required to wear standard uniform shirts at all times. The shirts shall be same color, which will be specified by UAB. Shirts may be either polo (short sleeve) or button down style.

2.5.6.2.4 Drivers shall be required to wear standard color and style pants and jackets (if needed).

2.5.6.2.5 Shoes and belts must be black and a standard uniform style.

2.5.6.2.6 UAB may provide special event uniforms to be worn during those identified events. These uniforms will be provided and paid for by UAB. They are required to be worn by all drivers working at the event.

2.5.6.2.7 Contractor’s employees are permitted to wear only licensed University of Alabama at Birmingham apparel. All other university apparel is prohibited. Groome Transportation will provide standardized uniforms for all employees. We require uniforms to be worn at all times while on duty. We will work with UAB personnel to develop a style that is acceptable. Drivers are required to wear black pants with matching shoes, belts and socks.

If special event uniforms are provided all drivers will be required to wear them as directed. No one will be permitted to wear any university apparel other that University of Alabama at Birmingham apparel. Please sample uniforms in Attachment 5.

2.5.6.3 Driver Requirements and Qualifications

2.5.6.3.1 The success of the UAB Campus Transportation Services system depends on the quality of service delivered by the drivers. Drivers represent UAB and are expected to conduct themselves in a professional manner at all times. Safe operation of vehicles is the primary concern of the University. Groome Transportation is known for providing quality transportation services with both safety and customer service as top priorities. Drivers represent both UAB and Groome Transportation and are expected to conduct themselves in a professional manner at all times. Safety is always the primary focus of our transportation systems.

2.5.6.3.2 Driver is required to greet passengers as they enter the vehicle. Drivers are to be knowledgeable of all routes, service levels, and basic campus information. They will know to whom questions and comments should be directed in case they are unable to respond.

Drivers are required to greet passengers as they enter the vehicle and thank them as they depart. They will be trained and knowledgeable of all routes, service levels and basic campus information. They will know to whom questions and comments should be directed in case they are unable to respond.

2.5.6.3.3 The Contractor shall dismiss from duty any transit personnel testing positive for use of a controlled substance. Groome Transportation has a zero-tolerance policy regarding drug and alcohol use. Any person in a safety-sensitive position who tests positive for controlled substances will be dismissed immediately upon receipt of the results. All safety-sensitive personnel
are subject to pre-employment drug testing as well as random, post-accident and reasonable suspicion drug and alcohol testing.

2.5.6.3.4 No driver, supervisor, or manager may work at UAB, in any capacity, if they have a felony conviction for drug, alcohol, weapons, sexual offense, or any other violent crime.

Understood and agreed. Our passengers’ safety is of the utmost concern to Groome Transportation. We will not hire any personnel who might jeopardize their safety in any way.

2.5.6.3.5 Driver will ensure his/her name plate is displayed while the vehicle is in service. Groome Transportation will provide nameplates for all drivers. Managers or supervisors will check regularly to ensure that they are displayed properly.

2.5.6.3.6 The Contractor shall conduct pre-employment MVR (Motor Vehicle Records) and criminal background checks for all driving personnel.

Groome Transportation conducts thorough background checks prior to offering anyone a position with the company. These include SS number trace, check of the National Sex Offender database, state criminal background, all available state background, MVR review and e-Verify. Anyone not meeting our standards will not be offered a position with the company.

2.5.6.3.7 A check of MVR’s shall be conducted at least every six months for accidents/vehicle crashes, speeding and vehicle code violations, and review for valid driver’s license of employers whose job requires them to operate vehicles for the project.

Groome Transportation conducts an MVR review every six months. Drivers who have had a moving violation since the last check will be disciplined, up to and including termination per the guidelines in our handbook.

2.5.6.3.8 A criminal background check shall be conducted on/before the annual anniversary date of each employee.

Groome Transportation will conduct a criminal background check on/before the annual anniversary date for each employee.

Please see Attachment 6 for further information regarding driver qualification and a copy of our safety program, which outlines our approach to drugs and alcohol as well as driving records.

2.5.6.4 The vehicle operators shall meet the following standards:

2.5.6.4.1 Shall maintain a clean and neat appearance and be in an appropriate uniform as outlined in this RFP document. All drivers will be required to maintain a clean and neat appearance and be in an appropriate uniform as outlined in this RFP document.

2.5.6.4.2 Not have been placed in a deferred adjudication program for driving while intoxicated or under the influence of controlled substances within the preceding six (6) years; and not have criminal charges pending for an offense of driving while intoxicated or under the influence of controlled substances.

Groome Transportation will not offer a position to anyone who has been placed in a deferred adjudication program for driving while intoxicated or under the influence of controlled substances within the preceding six years, nor will we hire anyone who has criminal charges pending for an offense of driving while intoxicated or under the influence of controlled substances.

2.5.6.4.3 Not be addicted to alcohol or controlled substances.

We will not hire anyone that we know to be addicted to alcohol or controlled substances.

2.5.6.4.4 Have no outstanding warrants for arrest.

We will not hire anyone with outstanding warrants for arrest.

2.5.6.4.5 Be able to clearly and effectively read, write, and speak English.

All employees will be required to clearly and effectively read, write and speak English.

2.5.6.4.6 Have a thorough knowledge of UAB service areas.
Groome Transportation will ensure that all personnel have a thorough knowledge of UAB service areas. Drivers will be trained how to respond and to whom questions should be directed if they are unsure of the answer.

2.5.6.7 Able to handle complaints and problems as required.
Part of our driver training program includes conflict resolution. All personnel will be trained to handle complaints and problems appropriately.

2.5.6.8 Be physically able to assist passengers in case of emergencies.
Groome Transportation drivers are required to pass a physical agility test to ensure that they are capable of assisting passengers in case of emergencies.

2.5.6.9 Be helpful and courteous.
Our managers and supervisors observe drivers regularly to ensure that they are helpful and courteous. Anyone not meeting our customer service standards will be retrained as needed.

2.5.6.10 All drivers must have a high school diploma, or equivalent.
All drivers will be required to have a Class B CDL with P endorsement.

2.5.6.11 All drivers must be licensed to operate specified equipment.
All drivers will be licensed to operate specified equipment.

2.5.6.12 All drivers must have a CDL (Commercial Driver's License) with appropriate endorsements (i.e., passenger endorsement, air-brakes, etc.
All drivers will be required to have a class B CDL with passenger endorsement.

2.5.6.13 All drivers are required to meet state and federal requirements or those requirements as specified in this RFP, whichever are more stringent.
All drivers will be required to meet or exceed state and federal requirements or those as specified in this RFP, whichever are more stringent. Groome Transportation requires all drivers to obtain at a minimum a one-year DOT card. The DOT will permit drivers to drive with a 3-month or 6-month card but for the safety of our passengers, we require a one-year card. This is one example of how Groome Transportation exceeds state and federal requirements.

2.5.6.5 A mix of part time and full time operators is encouraged. Full time drivers can provide stability, reduce overall turnover and improve system performance.
Agreed. We offer both part-time and full-time employment. While the full-time drivers can provide stability and improve system performance, part-time drivers are also important because they allow us flexibility and the ability to react quickly to the needs of the campus community.

2.5.6.6 Drivers with the following misdemeanors or violations may not be employed by bidder for UAB operation.

2.5.6.6.1 No more than six (6) points within the last 24 month period;
2.5.6.6.2 Not been convicted of driving while under the influence of alcohol and/or a controlled substance during the past six (6) years.
2.5.6.6.3 Not received two (2) (or more) of the following serious traffic violations during the last 24 month period
2.5.6.6.4 A single charge of any speed in excess of the posted speed limit by 15 miles per hour or more;
2.5.6.6.5 Operation in willful or wanton disregard of the safety of persons or property or operation off street or highway in willful or wanton disregard of the safety of persons or property or any similar ordinance or resolution, or of any similar law of another state or political subdivision of another state;
2.5.6.6.6 Violation of a law of this State or an ordinance or resolution relating to traffic control, other than a parking violation, or of any similar law of another state or political subdivision of another state, that results in a fatal accident;
2.5.6.6.7 Violation of commercial driver's license or temporary instruction requirements or a substantially similar municipal ordinance or county or township resolution, or of any

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similar law of another state or political subdivision of another state, that involves the
operation of a commercial motor vehicle without a valid commercial driver's license
with the proper class or endorsement for the specific vehicle group being operated for
the passengers or type of cargo being transported.

Understood and agreed. Groome Transportation will only employ drivers who meet or
exceed these specifications. We are committed to providing safe drivers and
outstanding service to the UAB community. That starts with hiring drivers who exhibit
good driving habits at all times.

2.5.6.7 Background checks shall meet standard requirements for all public employees in the State of
Alabama.
Understood and agreed.

2.5.6.8 Copies of the background checks must be provided to UAB or notarized affidavit from Contractor
that all employees passed the background check.
Understood and agreed.

2.5.6.9 Background checks shall be repeated a minimum of every 12 months, or more often as needed,
for each employee assigned to UAB operations.
Understood and agreed.
2.5.7 General Personnel

2.5.7.1 Respondent will meet or exceed all federal, state, local, and regulatory requirements for the hiring and employment of all drivers, maintenance personnel, supervisors, administrative staff, management, and other assigned employees at the University. Understood and agreed. Groome Transportation exceeds the requirements of the FMCSA in regards to physical qualifications. We will meet or exceed all other regulatory requirements as well.

2.5.7.2 Substitute Drivers. Contractor shall have a minimum of two trained substitute drivers who are available to replace a driver within 60 minutes of notification of need. Understood and agreed.

2.5.7.3 There is a strict no smoking policy for all contractor employees, including drivers, on all vehicles, on campus. Understood and agreed. We will enforce the no smoking policy.

2.5.7.4 Contractor’s employees are required to follow all written rules and regulations regarding behavior, execution of job duties, or other related areas, as provided by the Director of Parking and Transportation or their designee. Understood and agreed.

2.5.7.5 UAB Director of Parking and Transportation may request the removal of any contractor employee from the UAB account, for any reason, purely at his/her discretion. Groome Transportation deals directly with all of our employees and will take corrective measures whenever necessary. We will work with Parking and Transportation personnel to ensure that all our staff members are acceptable to the University. We would ask that we be permitted to administer our own disciplinary action prior to a unilateral decision by the university regarding our personnel. We will comply with the final decision of the University.

2.5.7.6 Staffing Plan

2.5.7.6.1 Breaks and meal relief shall be scheduled by contractor so that service continues uninterrupted at all times. Understood and agreed. Groome Transportation uses a system of “hot swapping” drivers to ensure that service is uninterrupted for breaks and meals. A driver is not permitted to leave his vehicle until a relief driver has taken over the bus. This ensures that there is no interruption or delay in service.

2.5.7.6.2 Bidder is required to assign employees to wash vehicles and for fueling as needed to maintain schedules and requirements within this RFP. Understood and agreed. Bus washing and fueling will be scheduled so as not to affect service.

2.5.7.6.3 Drug Testing

2.5.7.6.3.1 All drivers must agree to federal, state, and local mandated drug testing and agree to random drug testing as a condition of their employment under this contract.

2.5.7.6.3.2 The successful contractor will make available, upon request by UAB, their policies and procedures with respect to drug and alcohol testing (initial testing and frequency of ongoing and random testing). Understood and agreed. Groome Transportation has a zero-tolerance policy for drugs and alcohol. Any driver testing positive or refusing a test will be terminated immediately. All employees are subject to pre-employment drug testing as well as random, reasonable suspicion and post-accident drug and alcohol testing. All supervisory personnel receive the required two-hour reasonable suspicion training.

We will supply the University with staffing that will ensure oversight of the contract at all times. We are proposing one Operations Manager, two Route Supervisors, one Administrative Assistant, one Dispatcher and four lead
drivers. This level of staffing will guarantee that all shifts and services have oversight and will provide outstanding customer service at all times.

2.5.7.7 Driving Record

2.5.7.7.1 Drivers may not have more than one moving violation for the past five years. A driver may not continue to drive under this contract if he or she receives more than one moving violation within any twelve-month period after commencement of this contract.

2.5.7.7.2 Any driver who is convicted of a misdemeanor or felony level driving infraction must be removed immediately from working at UAB.

Understood and agreed. Grome Transportation conducts an MVR review twice yearly to ensure that all of our drivers maintain good driving records. Anyone who receives a moving violation will be disciplined, up to and including termination according to the policies set forth in our handbook.

2.5.7.8 Supervision

2.5.7.8.1 A full time employee of the successful contractor shall be named manager for the UAB Campus Transit Service.

Understood and agreed.

2.5.7.8.2 Manager is required to physically be on campus and to actively manage UAB Operations for a minimum of 60% of the time service is in operation.

Understood and agreed.

2.5.7.8.3 A lead driver shall be designated to manage daily operations in the absence of the manager.

Understood and agreed.

2.5.7.8.4 Manager shall attend all operations meetings with UAB transportation personnel, and other meetings as designated by UAB.

Understood and agreed.

2.5.7.8.5 Manager’s superior(s) shall visit UAB at least once prior to each semester (Spring and Fall) for preparatory meetings, and at least once during each semester to observe operations and to conduct a service review with UAB personnel.

Grome Transportation will assign a manager who is dedicated to UAB service. The manager will be on campus and managing UAB operations for at least 60% of the time that service is in operation. We will also have two supervisors, three lead drivers and an admin person as well as dispatch personnel for the late-night services. The manager will attend all operations meetings with UAB transportation personnel and other meetings as requested. The Regional Manager or Vice President of Operations will visit UAB at a very minimum of four times per year, with additional visits scheduled as needed to ensure that the service provided to UAB meets or exceeds the expectations of the campus community.

2.5.7.9 Manager Qualifications

2.5.7.9.1 Strong decision making abilities and capability to understand the environment and make changes as needed in the field.

2.5.7.9.2 Minimum of three (3) years supervisory experience in transit, operations, or logistics.

Understood and agreed. Please see the job description provided in Attachment 1.
2.5.8 Driver Training

2.5.8.1 Bidders shall provide an outline of their standard training program that meets the minimum qualifications as stated below.

2.5.8.1.1 All drivers must be trained on ALL routes prior to starting work at UAB. 
**Understood and agreed.**

2.5.8.1.2 24 hours minimum training requirement for all new drivers

2.5.8.1.2.1 Eight (8) hour minimum National Safety Council Defensive Driving Course TAPTCO, or equivalent.

2.5.8.1.2.2 Eight (8) hours ‘behind the wheel’ training with a qualified supervisor or trainer.

2.5.8.1.2.3 Minimum of two (2) hours of classroom instruction in the following categories:

2.5.8.1.2.4 Passenger Relations / Customer Service / Conflict Resolution

2.5.8.1.2.5 Accident Reporting / Safety Procedures

2.5.8.1.2.6 ADA Procedures

2.5.8.1.2.7 Communications Protocol, Schedules, Routes, and UAB Specific Operations Requirements

Groome Transportation’s driver training program will meet or exceed all the requirements outlined above. We use the Smith System for defensive driving and a certified trainer will be assigned to this location to ensure that all drivers receive the required training. Please see a copy of our driver training and customer service programs in Attachment 4.

2.5.8.1.3 Vehicle operators shall be trained in all operational procedures relating to the system, in particular the unique characteristics of UAB’s system.

**Understood and agreed.**

2.5.8.1.4 Annual training shall be provided and include techniques for dealing with the public in a helpful and courteous manner.

**Understood and agreed.** We have ongoing training for all drivers. Safety meetings are conducted a minimum of twice yearly and managers stress outstanding customer service at all times.

2.5.8.1.5 Driver’s Manual

2.5.8.1.5.1 Each driver shall be provided with a Driver’s Manual that includes all employee information, company forms, applicable Federal Motor Carrier Safety Regulations, behavior requirements, safety requirements, maintenance requirements, reporting procedures, accident procedures, and passenger interaction requirements.

2.5.8.1.5.2 Successful bidder shall provide UAB with a copy of the Driver’s Manual within 60 (sixty) days of contract signature.

**Understood and agreed.** We provide all personnel with a handbook at the time of hire. We will provide a copy to UAB within 60 days of contract signing.
2.5.9 Reporting Requirements

2.5.9.1 Incident Communications Protocol

2.5.9.1.1 All major incidents or accidents are to be reported to the designated employee, or, in their absence, the identified backup employee within 120 minutes [two (2) hours] of occurrence.

2.5.9.1.2 Major incident is defined as any situation that involves bodily injury, substantial property damage, or other incident that may clearly result in having a significant impact on UAB, its students, faculty, staff, administration, or visitors.

2.5.9.1.3 Contractor shall provide a copy of all police reports to UAB for any accident.

2.5.9.1.4 Minor incidents or accidents should be reported to designated customer employees within twenty-four hours of occurrence, or as soon as practical. This notification should be done in writing (email is acceptable) whenever possible.

2.5.9.1.5 General operations comments, questions, and customer complaints are to be recorded, in writing, in a standardized format by the Contractor. A detailed explanation of the issue, along with resolution or actions taken towards resolution must also be recorded by the Contractor.

Understood and agreed. Groome Transportation will follow all required protocol with regards to accident and incident reporting. UAB will receive written notification within the prescribed period of time with follow-up clarification if needed. Copies of police reports will be provided as required. All customer service comments, questions, complaints or compliments will be forwarded to UAB personnel in a format that is acceptable to the university. We will respond to all customer service issues in a timely manner.

2.5.9.2 Activity Reporting Requirements

2.5.9.2.1 Daily Activity.

2.5.9.2.2 Miles driven by vehicle, by day.

2.5.9.2.2.1 Identify all trips not performed. Indicate date, time, route, and explanation for missed trip.

2.5.9.2.2.2 Service Activity – start time and end time.

2.5.9.2.2.3 Report must be submitted weekly.

2.5.9.2.2.4 All service interruption reports should be submitted no later than noon on the following business day.

2.5.9.2.3 UAB may request additional reports for any transportation system information. Additional reports that encompass data readily available or currently recorded by the contractor shall be provided at no additional cost to UAB.

Groome Transportation will work with university personnel to develop the requested reports in a format that is acceptable to the university. All reports will be completed and forwarded to the university in a timely manner. We will provide additional reports as requested.
2.5.10 Liquidated Damages

2.5.10.1 Bidders shall indicate their understanding and acceptance of all liquidated damages that may be assessed in the specified circumstances.

\textbf{Understood and agreed.}

2.5.10.2 The parties acknowledge that failure by the Contractor to perform certain obligations under this contract would cause damages to UAB in its daily operations, which would be difficult to quantify. Therefore, it is agreed that liquidated damages may be assessed by UAB as described below.

\textbf{Understood and agreed.}

2.5.10.3 Liquidated damages shall be deducted from the payment due to the Contractor the month following the date of the liquidated damages assessed.

\textbf{Understood and agreed.}

2.5.10.4 The provisions of this section shall not preclude recovery by UAB of damages or UAB’s obtaining equitable relief, for other breaches of the Contractor.

\textbf{Understood and agreed.}

2.5.10.5 On-time Performance

2.5.10.5.1 The Contractor shall maintain on-time performance within zero (0) minutes early and five (5) minutes late of scheduled times.

2.5.10.5.2 Reasonable accommodations will be made for non-recurring events such as accidents, emergency construction, and University or City events.

2.5.10.5.3 UAB will monitor performance via AVL/GPS-generated reports if available.

2.5.10.5.4 UAB shall conduct random independent inspections to validate AVL/GPS data if available.

2.5.10.5.5 95% of checked monthly route service shall be within on-time performance requirements for both peak and off peak service.

2.5.10.5.6 Liquidated damages equal to 1% (one percent) of the month’s invoice amount will be assessed for any month in which less than 95% of checked trips were on-time.

2.5.10.5.7 Liquidated damages equal to 5% (five percent) of the month’s invoice amount will be assessed for any month in which less than 90% of checked trips were on time.

\textbf{Understood and agreed.}

2.5.10.6 Scheduled Hours to Actual Hours

2.5.10.6.1 The Contractor shall complete all scheduled hours on a daily basis.

2.5.10.6.2 97% of all scheduled hours will be completed on a monthly basis.

2.5.10.6.3 Liquidated damages equal to 1% (one percent) of the month’s invoice amount will be assessed for any month in which less than 97% of scheduled hours are actually operated.

2.5.10.6.4 Liquidated damages equal to 5% (five percent) of the month’s invoice amount will be assessed for any month in which less than 90% of scheduled hours are actually operated.

\textbf{Understood and agreed.}

2.5.10.7 Missing or Unavailable Personnel

2.5.10.7.1 Contractor shall provide an adequate number of properly trained, licensed, and uniformed drivers for all operations.

2.5.10.7.2 The liquidated damages for failure to provide a properly trained, uniformed, and licensed operator will be $300 per bus service hour.

\textbf{Understood and agreed.}

2.5.10.8 Repeated and Validated Customer Complaints

2.5.10.8.1 A customer complaint will be defined when a customer communicates in writing or verbally to customer transportation management officials regarding a customer service or vehicle related issue.
2.5.10.8.2 UAB will determine if complaints represent a breach of service quality or safety requirements. These are the complaints that are of most concern to UAB and will be addressed by this section.

2.5.10.8.3 The liquidated damages for each repeated and validated customer complaint will be $250 per incident.

2.5.10.8.4 The Contractor will be allowed two ‘free’ customer complaints during each semester, so long as the issue does not represent a major breach of safety or service delivery standards, is immediately corrected, and does not repeat.

**Understood and agreed.**

2.5.10.9 Vehicle or Component Failure

2.5.10.9.1 A vehicle failure will be defined as a vehicle going out of service while on a route, whether passengers are on the vehicle or not. If the vehicle is out of service for more than 10 minutes, it will be deemed a vehicle failure.

2.5.10.9.2 Component failure shall be defined as inoperable heating, ventilation, or air conditioning systems. If the component is out of service for more than 10 minutes, it will be deemed a component failure.

2.5.10.9.3 The Contractor will be allowed one ‘free’ vehicle failure during each semester.

2.5.10.9.4 The Contractor will be allowed one ‘free’ component failure during each semester.

2.5.10.9.5 The liquidated damage for each vehicle or component failure will be $250 for the first incident, and will increase by $250 for each subsequent incident during any given semester, with a maximum amount of $1,000 per incident.

**Understood and agreed.**

2.5.10.10 Safety

2.5.10.10.1 The following safety violations will be assessed liquidated damages of up to $500 per incident, at the sole discretion of UAB. There will not be any ‘free’ safety incidents.

2.5.10.10.2 Service vehicle removed from service by an authorized governmental authority (law enforcement or DOT regulatory official) due to safety violation.

2.5.10.10.3 Failure to pass facility safety inspection or noncompliance with environmental ordinances.

2.5.10.10.4 Failure to maintain operating wheelchair lifts and kneeling features.

2.5.10.10.5 Two (2) verifiable passenger complaints and/or observations by a UAB employee or agent within a 30 day period that a service vehicle operator drove in an unsafe manner.

2.5.10.10.6 UAB retains the right to request the removal of any operator from service depending on the severity of a single event and or the reoccurrence of infractions.

2.5.10.10.7 Failure to report accidents/vehicle crashes and unusual occurrences and failure to complete follow up written reports as prescribed.

**Understood and agreed.**
2.5.11 Service Requirements and Dates. Service is scheduled to begin on January 1, 2020.

Understood and agreed. Groome Transportation will be ready to begin service with a new fleet of buses on January 1, 2020.
2.5.12 Technology

2.5.12.1 Transit Visualization System with Automatic Vehicle Locator/Global Positioning System tracking capabilities such as DoubleMap or approved equivalent shall be included for all fleet vehicles.

2.5.12.1.1 Any proposed solution must focus on passenger experience and vehicle information through multiple options.

2.5.12.1.2 Example specifications may be found in Appendix D Real Time Passenger Information System.

Groome Transportation is proposing DoubleMap as the GPS solution for UAB. We have found this product to be very user-friendly from both the administrative and passenger experience standpoints. DoubleMap offers both Apple and Android apps for phone or tablet as well as a computer desktop version. The location update frequency meets the specifications of this RFP. The customer service offered by DoubleMap is outstanding.

2.5.12.2 Electronic and/or Automated Passenger Counting System

2.5.12.2.1 UAB requires that all route vehicles within the permanent fleet have the capability to count passengers by time, date, stop, bus, and route. The system may be either an Electronic Passenger Counting or Automatic Passenger Counting system.

2.5.12.2.2 Requirements

2.5.12.2.2.1 Capture shall be verified (time, date, and location) via electronic means at time of count, not manually by driver.

2.5.12.2.2.2 Reporting must be accessible by UAB without manual intervention by provider.

2.5.12.2.2.3 Reports shall include, but not be limited to:
- Passenger counts by route, day of week, bus number, and stop for any date ranges
- Trend analysis showing passenger count comparisons over time

Groome Transportation is proposing DoubleMap as the solution for Automatic Passenger Counting. The integration of the DoubleMap GPS and Automatic Passenger Counting allows for seamless, accurate reporting. UAB personnel will be granted access to the systems in order to access reporting without intervention by Groome Transportation. Information concerning the DoubleMap GPS and APC systems can be found in Attachment 7.

2.5.12.3 Each vehicle shall be equipped with the following:

2.5.12.3.1 A public address system that can be used to issue announcements through the vehicle’s speaker system.

2.5.12.3.2 AM/FM Radio with CD and Auxiliary music (i.e. 3.5 mm connection / Bluetooth) capabilities

2.5.12.3.3 Adequate number of speakers spaced properly to ensure that all passengers can hear audio throughout the vehicle (minimum of 6 speakers)

2.5.12.3.4 Programmable electronic destination signs for front and passenger side of vehicle that are capable of displaying complete route names that can be seen from a minimum of 250 feet.

Understood and agreed. All vehicles will meet or exceed these requirements.

2.5.12.4 Electronic Customer Service Capture and Reporting System

2.5.12.4.1 The successful contractor shall provide a means of gathering passenger feedback (comments, compliments, complaints, and questions) and reporting that information at least weekly to the UAB operations contact.

2.5.12.4.2 Reporting shall include the details of the issue, including the time, date, vehicle number, and nature of the issue. Reporting shall also include the pending and final steps taken by the contractor to resolve issue.
2.5.12.4.3 All reporting will be done in electronic format and shall be categorized and grouped by type of issue and standard time periods (week, month, semester, year).

Groome Transportation will provide the university with an email address for customer feedback. We will work with the university to develop an acceptable format.

2.5.12.5 Wi-Fi On board. Each vehicle will be equipped with a cellular wireless router/modem that can provide 4G with upgrade path to 5G data. All vehicles will be equipped with WiFi on board as required. This will be integrated with the DoubleMap GPS and APC systems. In addition, we will supply an audio and video surveillance system as well as a dash cam system. These can be used to verify customer service issues and can also capture accident or incidents that occur on route. Videos can be used as training tools to demonstrate either excellent customer service or driving techniques or to illustrate areas of needed improvement. Additional information regarding these camera systems is located in Attachment 7.
2.6 Fleet Requirements. UAB calculates based on current routes and service requirements, the UAB Campus Transportation Service shall require a total of eighteen (18) vehicles – fourteen (14) peak service vehicles, two (2) spares, and two (2) additional vehicles to be used for special events and to augment service as needed. The eighteen (18) vehicles include fourteen (14) heavy-duty buses and four (4) mid-duty cut-away buses. Heavy-duty bus specifications can be found in Appendix E. Medium-duty bus specifications can be found in Appendix F. In addition to diesel, UAB requests pricing for alternative fuels (CNG / propane) for the medium-duty buses.

2.6.1 All buses bid shall meet the current FTA Buy America standard of 65%. Additionally, all Bidders shall supply a Pre-award Certification from the bus manufacturer that the vehicles as supplied will meet the current FTA requirements for Buy America. The Pre-award Certification shall include Buy America audit documentation confirming that the component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs. Secondly, the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly shall be documented and supplied with the Bidders proposal. Proposals that do not contain the required Buy America certification and required audit documentation will not be considered for award for this contract.

Understood and agreed. A copy of the Buy America Certification can be found in Attachment 9.

2.6.2 Inspections. UAB reserves the right to perform in-process plant inspections per the following:

2.6.2.1 Inspection #1 – View body cage weld fabrication of bus one.
2.6.2.2 Inspection #2 – View installation of body electrical harnessing on bus one.
2.6.2.3 Inspection #3 – Inspect completed bus in final finish.

Understood and agreed. Groome Transportation will make arrangements for these inspections as required.

2.6.3 Vehicle Technology Maintenance. Procurement, installation, maintenance, and upkeep of all specified transportation technology will be the responsibility of the successful contractor except where specifically noted.

Understood and agreed. Groome Transportation will be responsible for the procurement, installation, maintenance and upkeep of all technology unless specifically noted otherwise.

2.6.4 Branded Vehicle Usage. Revenue service vehicles with UAB markings and graphics may not be utilized for any purpose other than those specified in this Request for Proposal, unless written permission is provided by UAB.

Understood and agreed. Groome Transportation will not use vehicles with UAB markings and graphics for any purpose other than those specified in this RFP.

2.6.5 Vehicle Navigation and Maneuverability. Proposed vehicles shall have a sufficient turning radius to navigate all streets and roadways currently traversed by the existing bus service, as well as any streets identified in the route map designs included with this RFP. This requirement applies to routes both on and off the campus.

Understood and agreed.

2.6.6 Vehicle Communications

2.6.6.1 All vehicles, whether new, used, temporary or permanent, shall have a communications system that allows for safe, two-way communication with supervisors, dispatch, and other drivers as required for operations. Any time a cell phone is used for communication for work purposes, it must be done using a hands free method.

Understood and agreed. All UAB vehicles will have a communications system that allows for safe two-way communication with supervisors, dispatch and other drivers as required for operations. Cell phones will not be used for communication with drivers.

2.6.6.2 Successful bidder shall have a zero tolerance policy in regard to the use of personal cell phones by drivers while operating (parked, resting, or awaiting passengers) vehicles.

Groome Transportation does not permit drivers to use cell phones while operating a vehicle. Disciplinary action will be administered, up to and including termination if a driver is found using a personal cell phone while operating a vehicle.

2.6.6.3 Successful bidder shall provide two (2) mobile units to UAB. These units will be utilized for monitoring system wide traffic and communications with all drivers in the event of an emergency. Two mobile units will be provided to UAB for the purpose of monitoring system-wide traffic and communications with campus drivers in case of an emergency.
2.6.6.4 Any vehicle traveling more than 10 miles from the UAB campus must have a fully functional cell phone that is pre-programmed with all supervisors, dispatch, general manager, assistant manager, and other designated personnel phone numbers.

Any vehicle traveling more than 10 miles for campus will be furnished a fully functional cell phone that is pre-programmed with all required numbers.

2.6.7 Vehicle Storage

2.6.7.1 Vehicles may be stored at UAB when not in service. It is strongly desired that the spare and charter vehicles be parked on or near campus during all operational hours. Spare vehicle must be at a location no more than 20 (twenty) minutes from UAB campus during normal traffic conditions.

Understood and agreed.

2.6.7.2 There will be no charge or fee to contractor for storage by UAB. Contractor shall have full access to vehicles at all times.

Understood and agreed.

2.6.7.3 Contractor is fully responsible for all environmental, clean up, safety, liability and ongoing maintenance required at the storage location as a result of the service provided. UAB is not responsible for any vandalism or accidental damage to vehicles at any time.

Understood and agreed.

2.6.7.4 Contractor may store vehicles at an alternative location when not in service if desired.

Understood and agreed.
2.7 Vehicle Maintenance

2.7.1 Bidder is responsible for all maintenance items on all revenue service vehicles and support vehicles dedicated to and/or used at the UAB.
Understood and agreed. Groom Transportation will be responsible for all maintenance on all vehicles except university-owned vehicles as outlined in this RFP.

2.7.2 Bidder, or a designated sub-contracted maintenance provider, will provide all equipment, tools, management support, facilities, parts, training, and technology. This includes, but is not limited to, components, warranty management, accident repair, aesthetic repairs, preventative maintenance, and any other vehicle maintenance necessary to keep the entire fleet safe, reliable, and in good working order.
Groom Transportation will contract with a local provider for vehicle maintenance and repair. Our fleet manager will manage all maintenance and repairs and will ensure that all necessary items are completed to keep the entire fleet safe, reliable, and in good working order. He will manage all warranty work and will maintain close contact with our chosen vendors to ensure that all maintenance is meeting or exceeding the requirements of this contract.

2.7.3 Contractor shall provide adequate maintenance to ensure that assigned vehicles are in safe and reliable working order at all times to meet schedule and capacity requirements.
Understood and agreed.

2.7.4 UAB may, at their sole discretion, require that the contractor change providers if service levels are impacted due to maintenance issues. Contractor will have a maximum of 60 (sixty) days to correct service issues or identify and change to a new maintenance provider. This grace period does not excuse the contractor in any way from their requirement to deliver on schedule and service levels.
Understood and agreed.

2.7.5 Maintenance Standards

2.7.5.1 Maintenance will be performed to Original Equipment Manufacturer (OEM) standards and/or UAB’s written instructions, whichever is more stringent.
Understood and agreed.

2.7.5.2 Contractor shall be responsible for maintaining the vehicles, including tires, in the same operating condition and appearance from when they were originally purchased, subject to reasonable wear and tear based on mileage and age.
Understood and agreed.

2.7.5.3 Replacement tires are to be OEM quality or a grade better and must be provided by Contractor. Recaps are not permitted.
Understood and agreed.

2.7.5.4 Contractor will perform vehicle body and paint maintenance including repair of accident damage on all revenue and support vehicles.
Understood and agreed.

2.7.5.5 Contractor will be responsible for the provisioning of heavy maintenance as necessary, such as engine and transmission repair and rebuild, either directly or through a subcontractor.
Understood and agreed.

2.7.5.6 No bus will be repaired with parts taken from another vehicle for any reason without prior written consent from UAB.
Understood and agreed.

2.7.6 Body Repair Work

2.7.6.1 Contractor shall provide all body repair work. Any painting performed by a body repair shop shall be authorized by the paint manufacturer and bus manufacturer to maintain any existing warranties.
Understood and agreed.

2.7.6.2 All body work and painting will be performed to industry best standards or UAB’s specifications.
Understood and agreed.

2.7.6.3 Unless authorized by UAB, no vehicle will be run in service with any type of body damage, including dings, cracked glass, and major scratches to any surface.
Understood and agreed. Groom Transportation understands the importance of projecting a professional appearance at all times. We will ensure that all body damage is repaired in a timely manner.
2.7.7 Contractor shall document all scheduled body inspections and such documentation will be made available for UAB’s review at any time.

Understood and agreed.

2.7.8 Vehicle Inspections

2.7.8.1 Whenever a bus is put into service following maintenance, Contractor shall perform a pre-trip inspection to ensure the bus is clean and safe prior to its leaving the maintenance facility, including a complete cycling of the wheelchair lift/ramp.

Understood and agreed. All vehicles will be thoroughly checked before leaving the maintenance facility, including cycling the wheelchair lift.

2.7.8.2 All safety deficiencies identified shall be corrected before a bus is returned to service.

Understood and agreed. All safety deficiencies will be noted and corrected prior to returning a bus to service. We utilize DVIRs in order to do thorough pre-trip and post-trip inspections. All deficiencies and repairs must be signed off by both the driver and the mechanic.

2.7.9 Warranties

2.7.9.1 Contractor shall comply with the operational and maintenance standards recommended by the vehicle manufacturer and its component suppliers.

Understood and agreed.

2.7.9.2 Contractor is responsible for obtaining updated warranty information, standards or requirements from the bus manufacturer.

Understood and agreed.

2.7.10 Maintenance Records. During the Contract term, UAB will have immediate and unrestricted access to all maintenance records during announced or unannounced visits or inspections, including total access to any electronic program or system(s) which maintain any records (present or historical) for assets supplied under this Contract. Any and all maintenance records developed during the Contract term are the property of UAB.

Understood and agreed. Groome Transportation utilizes Fleetsoft software to record our maintenance information. Further information regarding the Fleetsoft software can be found in Attachment 7. All PM’s, maintenance work, warranty work, parts and mileage/hours are recorded in the Fleetsoft program. Groome Transportation will grant UAB personnel access to these records upon request. Please see a copy of our maintenance program in Attachment 8.
2.8 Vehicle Appearance and Cleanliness

2.8.1 At no time shall vehicle washing impact service delivery in any way. No vehicle may be removed from service at any time for regular washing during peak operations. If a vehicle must be removed from service for cleaning, it must be replaced in such a manner so that it does not impact route service. Understood and agreed.

2.8.2 The Contractor shall be responsible for maintaining the interior and exterior cleanliness of all revenue vehicles in order to provide a positive public image and appearance. Contractor shall ensure the cleanliness of each vehicle scheduled for revenue service prior to the commencement of service each day. Understood and agreed. The manager and supervisors will ensure that all buses are clean prior to departure on route and will spot check buses during the day to make sure that they are maintaining a clean, fresh appearance.

2.8.3 Vehicle interiors are to be inspected daily, prior to entering service. They are to be broom swept daily, all trash and debris to be removed during inspections, and any dirt cleaned immediately. Drivers are responsible for emptying trash, sweeping and spot cleaning windows as needed and at the end of their shift.

2.8.4 The exteriors of vehicles used in revenue service must be washed a minimum of once each week, or more often as required by conditions.

2.8.4.1 This shall include washing and scrubbing of the full exterior, wheels, fuel-fill area, scrubbing of oil or other excessive residue off the rear end, and inside of all windows; dusting or vacuuming of all seats, dashboard, stanchions and exposed surfaces; and sweeping or vacuuming of all floor areas, including the removal of gum, grease, oil, trash, etc.

2.8.4.2 All graffiti, interior or exterior, shall be removed prior to vehicle being returned to service unless a written exception is provided by UAB.

2.8.4.3 Vehicles that have been damaged or vandalized shall be repaired within a reasonable amount of time, not to exceed two (2) days unless a written exception is provided by UAB. Understood and agreed. All buses will be washed at least weekly, including the full exterior, wheels, fuel-fill area, rear end, and inside of all windows, dustin of all seats, dashboard, driver area, stanchions and exposed surfaces and all floor areas. Grease, gum, oil, trash, etc. will be removed. We understand the importance of presenting clean, well-maintained vehicles that are free of body damage and graffiti. It is not only our image that is at stake, but that of the university as well. We always want to present the university and ourselves in a positive light by operating a safe, clean, well-maintained and customer friendly service.
2.9 Internal and External Signage and Graphics

2.9.1 Exterior Vehicle Design, Paint, and Graphics

2.9.1.1 Vehicles shall be predominantly white.
2.9.1.2 Contractor will be responsible for the cost of installation, maintenance, and removal of graphics on all new and used buses, except where specifically noted.
2.9.1.3 Final design of exterior graphics must be approved in writing by UAB.

Understood and agreed. Groome Transportation will be responsible for the cost of installation, maintenance and removal of graphics on all new and used buses except where specifically noted. We will work with the university to develop an acceptable graphics package that will be approved in writing prior to production and installation.

2.9.2 Interior Design and Signage

2.9.2.1 Driver Nameplate.
   2.9.2.1.1 All vehicles are required to have a changeable driver nameplate.
   2.9.2.1.2 Driver names must be in place (and correct) during all periods of operation.

Understood and agreed. All drivers will be supplied with a nameplate. Managers or supervisors will check throughout the day to ascertain that the correct driver name is being displayed at all times.

2.9.2.2 Stanchion with Modesty Panel.
   2.9.2.2.1 Full size (floor to ceiling) modesty panel shall be installed behind driver.
   2.9.2.2.2 Lucite or Metal Frame for posters shall be affixed to the modesty panel for use by UAB to post notices and information as necessary. It is desired that frame size be able to accommodate posters up to 16" x 20". If this is not practical, frames must accommodate posters that are 8.5" x 11".

Understood and agreed. All vehicles will have a stanchion with modesty panel as required and a poster frame will be affixed to it.

2.9.3 Interior Ad Racks

2.9.3.1 Provided on each side of the vehicle interior.
2.9.3.2 Racks will allow for highest width and maximum length of slide-in placement of advertising copy placards with respect to vehicle interior design, aesthetics, and standard available components.
2.9.3.3 UAB does not desire custom designed racks that substantially increase cost or complexity of the vehicle design.
2.9.3.4 Racks may be either back-lit or may otherwise be adequately illuminated for visibility of messages to passengers at all times.

Understood and agreed. All vehicles will have adequately illuminated ad racks as required.
2.10 Fuel

2.10.1 Fuel costs will be separately billed and paid for directly by UAB. Respondents shall not include fuel costs in their response.

Understood and agreed, Fuel costs will not be included in our proposal.

2.10.2 UAB will only pay for fuel used for buses while in service at UAB or for approved additional service.

Understood and agreed.

2.10.3 Contractor will be required to provide monthly fuel usage and mileage reports that correspond to fuel usage.

Understood and agreed. We will work with UAB personnel to develop an acceptable reporting format.

2.10.4 The contractor is required to provide a fuel report every month, within seven (7) days of the beginning of the month.

2.10.4.1 The fuel report will begin within 90 days after contract starts, and continue throughout the term of the agreement.

2.10.4.2 The report will be provided in Excel Spreadsheet format and will have the following information for each bus used at UAB

- Service Date
- Vehicle Number
- Number of Miles Driven (Total)
- Gallons of Fuel Added (Enter 0 for days when vehicle not fueled)
- Cost of Fuel Per Gallon
- Name of Fueler

Understood and agreed. Groome Transportation will work with UAB personnel to develop an acceptable reporting format.

2.10.5 A copy of receipts for all fuel payments made shall be provided with monthly reports.

Understood and agreed.

2.10.6 A constant ratio between the actual MPG performance and manufacturer’s MPG estimates is expected to be maintained throughout the life of the contract. Age of vehicle and in service hours will be considered when evaluating any degradation of MPG performance.

Understood and agreed.

2.10.7 Contractor will be responsible for excessive fuel usage due to poor maintenance.

Understood and agreed.

2.10.8 UAB will conduct periodic audits to verify fuel invoices.

Understood and agreed.

2.10.9 UAB may, at any time, direct the contractor to use a designated fuel source or provide fuel directly through on or off campus facilities.

Understood and agreed.
2.11 Additional Questions Specific to this RFP

2.11.1 Describe the process of how lunch breaks will be scheduled so that bunching or lengthy waiting times do not occur.

Groome Transportation will ensure that a relief driver is available for every lunch break. No driver is permitted to leave his bus until the relief driver has arrived. Always having a relief driver take over the route will mitigate bunching or lengthy wait times and there will be minimal interruption in service for breaks. No driver is permitted to take a break during peak service times.

2.11.2 Describe your process for keeping your buses spaced in a way that prevents bunching or lengthy waiting times for passengers.

The Groome Transportation manager and supervisors will establish checkpoints for each route. Drivers call out their checkpoints to their partners to control the flow of the buses. We have found the use of route checkpoints to be the most efficient way to keep buses from bunching up, as the drivers are working together to ensure that the route runs efficiently. Our supervisors and admin personnel will also monitor the GPS system and contact drivers to make corrections as needed.

2.11.3 Describe how mechanical breakdowns are handled in the middle of a shift or run and the ability of alternative back-up vehicle(s) to be available in one (1) hour.

Groome Transportation will have a bus parked on campus so that the manager, supervisor or relief driver can quickly respond to any mechanical failure and get the spare out on route with minimal disruption of service. We will establish a relationship with a tow company to have the impaired vehicle removed in a timely manner in order to mitigate the impact on traffic and service.
2.12 UAB Transit Service Description and Routes. To view the Blazer Express Transit System map, click here.
Understood.
2.13 UAB Provided Vehicles. UAB currently has a significant fleet of passenger vans.

2.13.1 The Safety Escort Service and Highlands Shuttle will utilize these vehicles, and UAB will be responsible for replacing these vehicles should the need arise.

Understood and agreed.

2.13.2 Additionally, UAB will provide standard maintenance for these vehicles, which will include all repairs except those required due to contractor neglect, abuse, or accident (regardless of whether the contractor’s employee is at fault or not).

Understood and agreed.

2.13.3 When repairs are deemed to be the responsibility of the contractor, UAB will make said repairs and provide a bill for labor and equipment that will be applied as a credit to the following month’s service invoice.

Understood and agreed.

2.13.4 UAB owned vehicles should only be used when serving on UAB business. Contractor is required to use its own vehicle for all Contractor related activities.

Understood and agreed.
2.14 Special Event and/or Charter Transportation Service

2.14.1 Bidder shall provide requested charters and special event transportation services for UAB and approved affiliated organizations in all cases unless primary operations would be negatively impacted by delivering charter or special event services.
Understood and agreed.

2.14.2 UAB will have the right to approve or deny all charter requests prior to contractor acceptance and scheduling.
Understood and agreed.

2.14.3 Charter or Special Event Service Pricing. Transportation for charters will be billed at 85% or less of the applicable hourly rate by vehicle type.
Understood and agreed. The charter rate is included in our cost proposal.

2.14.4 Bidders shall provide their charter rate in their cost proposal.
Understood and agreed. The charter rate is included in our cost proposal.

2.14.4.1 Minimum charter is typically two (2) hours.
Understood and agreed.

2.14.4.2 Charters of less than two (2) hours will be accommodated when requested by UAB transit management to meet special requests from UAB administration.
Understood and agreed.

2.14.4.3 Contractor will meet these requests whenever possible and waive the minimum charter requirement.
Understood and agreed.

2.14.4.4 Contractor may charge a mutually agreed upon service fee, if needed, to pay drivers or supervisors. Contractor may charge a reasonable amount of additional time (subject to review by UAB Parking and Transit Operations Management) if pick up or drop off location is greater than five (5) miles from campus.
Understood and agreed.
2.15 Hours. Based on current operations, UAB anticipates that the Contractor will perform approximately 48,500 Revenue Hours (the “Projected Annual Hours”) during each one-year period of this Agreement beginning January 1, 2020 and ending 12 months later (“Actual Period”). However, at UAB’s sole control, discretion and direction, the actual number of Revenue Hours performed by Contractor during an Annual Period may differ from the Projected Annual Hours. Except as otherwise provided; UAB will use its best efforts to (a) give the Contractor one (1) week notice when the number of Revenue Hours is to be increased or decreased, and (b), give the Contractor a minimum of sixty (60) days’ notice in the event additional vehicles are required. The Contractor will be paid for actual revenue hours at the Hourly Rate per Revenue Hours as set forth in Section 3.11 below.

- Regular Service Hours – 35,000
- Charter Service Hours – 1,500
- Safety Escort Service Hours – 9,000
- Paratransit Service Hours – 3,000

Understood and agreed.
SECTION III - General Requirements

3.1 General Information. Vendors are invited to submit proposals regarding this Request as further defined herein by UAB. Each vendor, by responding to this request, represents that they have read and understand all documents in this RFP.

Understood and agreed.
### 3.2 Definitions

This section contains definitions that are used throughout this document, including appropriate abbreviations.

<table>
<thead>
<tr>
<th><strong>Contract</strong></th>
<th>An agreement for the procurement of the products or services specified in this request.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Contractor</strong></td>
<td>The terms “contractor,” “company,” “vendor,” and “supplier” mean the successful vendor awarded the contract to provide the services described in this RFP.</td>
</tr>
<tr>
<td><strong>Desirable</strong></td>
<td>The terms “may,” “can,” “should,” “preferably,” and “prefers” identify a desirable or discretionary item or factor.</td>
</tr>
<tr>
<td><strong>Driver or Operator</strong></td>
<td>Individual licensed, trained, and qualified to operate a passenger bus for this contract.</td>
</tr>
<tr>
<td><strong>FTE</strong></td>
<td>Full Time Equivalent</td>
</tr>
<tr>
<td><strong>Mandatory</strong></td>
<td>The terms “must,” “shall,” “will,” “is required,” and “are required” identify a mandatory item or factor. Failure to meet a mandatory item or factor may result in the rejection of the vendor’s response.</td>
</tr>
<tr>
<td><strong>Request or RFP</strong></td>
<td>All documents, including those attached or incorporated by reference, used for soliciting proposals.</td>
</tr>
<tr>
<td><strong>Service Vehicles</strong></td>
<td>Vehicles permanently assigned to operations at UAB. The permanently assigned spare vehicle is considered a service vehicle.</td>
</tr>
<tr>
<td><strong>Temporary Vehicles</strong></td>
<td>Vehicles approved by UAB for temporary deployment on route operations or for special events.</td>
</tr>
<tr>
<td><strong>UAB, University, or University of Alabama at Birmingham</strong></td>
<td>Refers to the University of Alabama at Birmingham or its designated agents</td>
</tr>
</tbody>
</table>

Understood and agreed.
3.3 **Approved Equals.** All references to specific manufacturers may be replaced in any respondent’s bid response by an approved equal manufacturer. An approved equal would be given for a product that is similar in quality, performance, and capabilities.

3.3.1 All requests for approved equals should be submitted for review by the evaluating entity. Responses with alternatives deemed unacceptable by UAB may be disqualified.

3.3.2 Approved equal status will not be unreasonably withheld. Respondents are encouraged to bid equivalent options for service that may prove to be less costly to UAB. THE RESPONSIBILITY OF DETERMINING THE ACCEPTABILITY OF ANY PRODUCTS OFFERED RESTS SOLELY WITH UAB.

Understood and agreed.
3.4 Intent. The intent of this RFP is to select a single vendor. UAB reserves the right to make a dual award if deemed advantageous and in the University's best interest.

Understood and agreed.
3.5 Questions

3.5.1 All questions pertaining to this Request should be submitted via email to Ron Collins, Director University Purchasing at ronc@uab.edu no later than 2:00 pm CST, June 8, 2018.

3.5.2 No information or answers provided verbally will be considered valid or binding.

3.5.3 Responses to questions will be sent to all bidders as an addendum to the RFP.

Understood and agreed.
3.6 Address. Responses are to be addressed in the following manner:

**UPS/FedEx Address**
Attn: Ron Collins
801 5th Avenue South, Suite 250B3
Birmingham, AL 35233

**Mailing Address**
Attn: Ron Collins
1720 2nd Ave South
801 Building, Suite B10
Birmingham, AL 35294

It is the responsibility of the vendor to ensure that their bid response is received in University Purchasing Office by the opening date/time regardless of the mailing method.

Understood and agreed.
3.7 Opening of Proposals. The proposal opening will be held on 2pm, June 22nd in the 801 Building located at 801 5th Avenue South, Birmingham, AL. Vendors may attend the opening of proposals, but no information or opinions concerning the ultimate contract award will be given at the opening or during the evaluation process. After the public opening of the proposals, the results will not be available to vendors until after an award is made. Proposal results and tabulations will not be made available by telephone or mail. Award information may be reviewed in the University Purchasing Office by appointment during normal working hours.

Understood and agreed.
3.8 Drug-free Compliance. By virtue of the signature on the response to this RFP, the company certifies that all its employees while working on System properties will not purchase, transport, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

Understood and agreed. Groome Transportation has a zero-tolerance policy pertaining to drug and alcohol use.
3.9 Response Format. Vendors are required to submit responses in hardcopy and electronic formats. Electronic responses are to be in Microsoft Word format in a font other than Times New Roman. Vendors are to insert their responses immediately following each specification on the electronic copy.

3.9.1 Vendor’s submission must include the following:

   3.9.1.1 one (1) original
   3.9.1.2 four (4) copies (complete)
   3.9.1.3 one electronic copy on a USB thumb drive marked with company name and bid #

   Understood and agreed.

3.9.2 Each copy of the response should be placed in a single volume where practical. All documents submitted with the response should be in that single volume. One copy must be marked as “original” with the company authorized signature.

   Understood and agreed.

3.9.3 Hardcopy responses should include a separate section, listing each vendor response by corresponding UAB specification number.

   Understood and agreed.

3.9.4 Vendor’s proposal must include a response to each section and paragraph of this request (beginning with Section I). Where a particular requirement, approach, or service has been stated, the vendor must reply if it will or will not comply. Failure to provide a response to an item will be treated as the vendor’s non-compliance with that item. Where a statement of non-conformity is provided, the vendor must indicate its reasons for doing so, describe its proposed alternative, and explain the impact and/or benefit to the System from its proposed alternative. If a preference has been stated, the vendor may propose an alternative, provided the vendor demonstrates that the alternative has no negative impact or is more beneficial. All responses should be succinct and concise.

   Understood and agreed.

3.9.5 Vendor responses for each specification are to be completely contained within each section in the order they appear in this request. (Section 1, I.2, Response). Do not refer responses to a secondary location of the question’s information (i.e. user’s manual p.141).

   Understood and agreed.

3.9.6 All questions should be answered as concisely as possible. Ambiguous statements such as, “all reasonable effort to provide...,” etc., will be considered as non-responsive. Failure to address any of the requirements could subject the response to rejection.

   Understood and agreed.
3.10 Term. The term of this agreement will be for five (5) years commencing January 1, 2020 and end December 31, 2024. UAB shall have the right to exercise up to five (5) additional one (1) year options for a potential total of 10 (ten) years before the service is to be competitively re-bid. Respondents shall provide pricing for all contract and option years of the agreement.

Understood and agreed.
3.11 Pricing

3.11.1 Pricing for this contract must be firm for the initial twenty-four (24) month period.

Understood and agreed.

3.11.2 Vendor or UAB may request a price adjustment because of changes in its costs due to the effect of service levels in exceeding or falling below initial service estimates by more than 20%, volatile market conditions, beyond its control, on the prices of commodities, raw materials, or other expense lines which are essential to its operation. Vendor shall list each of these factors to be considered (see below) and specify the percentage (%) of Total Expenses that particular factor accounts for, as shown in the company’s latest audited financial statement. Vendor response must include supporting documentation for any such items listed.

Understood and agreed.

3.11.3 In any such request the vendor shall justify and provide adequate proof of changes in its costs due to the item(s) listed. After examination of proof submitted, the System may allow, negotiate further, or totally disallow the requested adjustment. Such adjustments will be allowed no more than once per quarter and will be effective only for the following quarter. At the end of that quarter, pricing will revert to the pre-adjustment level unless vendor provides documentation to support the need for the increase to continue for the next quarter. Vendor is required to adjust UAB’s pricing immediately and accordingly should market conditions during the quarter return to their previous status. UAB reserves the right to approve or reject requested price increases; however, with adequate evidence based upon the above criteria, UAB will not unreasonably deny price increases.

Understood and agreed.
### 3.11.4 Option 1 – Vendor Owned Assets - All Diesel or Diesel / Gasoline Fleet

<table>
<thead>
<tr>
<th>Full Service Cost Proposal</th>
<th>Approx. Annual Hours</th>
<th>Initial Contract Term</th>
<th>Optional Terms</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Year 1 &amp; 2&lt;br&gt;Year 3&lt;br&gt;Year 4&lt;br&gt;Year 5&lt;br&gt;Year 6&lt;br&gt;Year 7&lt;br&gt;Year 8&lt;br&gt;Year 9&lt;br&gt;Year 10</td>
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<td>Route Service</td>
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<td>Charter Service</td>
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</tr>
<tr>
<td>Late Night Service*</td>
<td>9,000</td>
<td>31.14 31.76 32.40 33.05 33.38 33.71 34.38 35.07 35.77</td>
<td></td>
</tr>
<tr>
<td>Paratransit Service*</td>
<td>3,000</td>
<td>31.14 31.76 32.40 33.05 33.38 33.71 34.38 35.07 35.77</td>
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</tr>
</tbody>
</table>

* (Vehicle & Maintenance Provided by UAB)

### 3.11.5 Option 2 – Vendor Owned Assets – Combination Diesel / Alternative Fuel Fleet

<table>
<thead>
<tr>
<th>Full Service Cost Proposal</th>
<th>Approx. Annual Hours</th>
<th>Initial Contract Term</th>
<th>Optional Terms</th>
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<td></td>
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<tr>
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<tr>
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<tr>
<td>Late Night Service*</td>
<td>9,000</td>
<td>31.14 31.76 32.40 33.05 33.38 33.71 34.38 35.07 35.77</td>
<td></td>
</tr>
<tr>
<td>Paratransit Service*</td>
<td>3,000</td>
<td>31.14 31.76 32.40 33.05 33.38 33.71 34.38 35.07 35.77</td>
<td></td>
</tr>
</tbody>
</table>

* (Vehicle & Maintenance Provided by UAB)

### 3.11.6 Option 3 – UAB Owned Fleet

<table>
<thead>
<tr>
<th>Full Service Cost Proposal</th>
<th>Approx. Annual Hours</th>
<th>Initial Contract Term</th>
<th>Optional Terms</th>
</tr>
</thead>
<tbody>
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<td></td>
<td>Year 1 &amp; 2&lt;br&gt;Year 3&lt;br&gt;Year 4&lt;br&gt;Year 5&lt;br&gt;Year 6&lt;br&gt;Year 7&lt;br&gt;Year 8&lt;br&gt;Year 9&lt;br&gt;Year 10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Route Service</td>
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<td></td>
</tr>
<tr>
<td>Charter Service</td>
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<td>38.14 38.90 39.69 40.48 41.69 42.94 44.23 45.56 46.93</td>
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<tr>
<td>Late Night Service</td>
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<td></td>
</tr>
<tr>
<td>Paratransit Service</td>
<td>3,000</td>
<td>31.14 31.76 32.40 33.05 33.38 33.71 34.38 35.07 35.77</td>
<td></td>
</tr>
</tbody>
</table>
3.12 Value Propositions. Respondents are encouraged to include additional “Value Propositions” which might be of interest to UAB. Examples of these “Value Propositions” include but are not limited to: Signing Bonus, Conversion Bonus, Volume Rebates, Large Order Rebates, Extended Contract Incentives, Discount Terms, Alternative Vehicle Mixes, Other Alternative Solutions to provide Campus Transportation Services, etc.

Groome Transportation is proud to offer the University of Alabama Birmingham several additional “Value Propositions.” The first is the use of 4 brand-new ADA-compliant propane-powered Entourage buses for this service. We are committed to the reduction of the carbon footprint and have hundreds of propane-powered vehicles in use across the country. Our campus locations are very environmentally conscious and we support their efforts by using these propane vehicles. We are also offering a brand-new executive-level Mercedes van with all the amenities including a leather interior for the exclusive use of UAB personnel. We will provide the University with an outstanding professional uniformed driver whenever this vehicle is requested.

Our third value proposition pertains to our current airport transportation service, which offers 14 trips daily between Birmingham and the Atlanta Airport. We would be willing to establish a location on campus for pickup and drop off of students and other university personnel who wish to travel to the Atlanta Airport on the shuttle.

We will also provide the University with the staffing levels required to provide oversight of the operations at all times. Our team will consist of one Operations Manager, two Route Supervisors, one Dispatcher, one Administrative Assistant and four lead drivers. We are committed to providing the University of Alabama Birmingham with the outstanding service that we are known for across the country in both the campus shuttle and airport shuttle industries. Our drivers are safe and courteous and our vehicles are clean and well-maintained.
SECTION IV - General Conditions

4.1 RFP Process

4.1.1 The University of Alabama at Birmingham reserves the right to reject any or all responses and to waive informalities.
Understood and agreed.

4.1.2 The University reserves the right to award this contract by category, all or none, or to make multiple awards if deemed advantageous and in the University's best interest.
Understood and agreed.

4.1.3 All information shall be entered in ink or typewritten. Mistakes may be crossed out, corrected and initialed in ink by a company representative. An authorized individual must sign the response labeled "original" in ink; failure to do so will result in rejection of response.
Understood and agreed.

4.1.4 Vendors are to return responses in a SEALED package. Responses must be received in the University Purchasing Office prior to the date shown above. Late responses will not be considered. The request number, opening date, opening time and vendor's name must appear on the outside package regardless whether it is regular mail or express mail.
Understood and agreed.

4.1.5 The University cannot accept faxed responses.
Understood and agreed.

4.1.6 No response may be withdrawn without approval from the University Purchasing Office. Any request for withdrawal must be in writing to the representative within ten (10) days after opening date with justification for reason of withdrawal. More than two (2) such requests could result in removal from our approved vendor list. No response may be withdrawn after awards have been made. The vendor will be required to provide the item or service quoted at the price quoted. If a withdrawal is made after the award the vendor will be considered in default.
Understood and agreed.

4.1.7 All responses become a matter of public record at award. The University accepts no responsibility for maintaining confidentiality of any information submitted with response whether labeled confidential or not.
Understood and agreed.

4.1.8 Any exception taken to any portion of this request must be so stated on the response sheets or the University will assume compliance with all requirements as stated. The successful vendor will be responsible and accountable for providing those items as specified in its response.
Understood and agreed.

4.1.9 Requests received by the date shown will be analyzed by the University Purchasing Office. It is expected to take approximately six (6) weeks to tabulate the responses and produce an analysis. Responses shall remain firm for one hundred eighty (180) days from date of opening.
Understood and agreed.

4.1.10 It is expected that this request will be complete and unambiguous. However, vendors seeking clarification to this request should deliver any inquiries in writing to the University Purchasing Office at the above address.
Understood and agreed.

4.1.11 Written replies of general significance will be forwarded to all vendors invited under this request. Prospective vendors acknowledge that no other source is authorized to provide information concerning this request.
Understood and agreed.

4.1.12 Any changes to specifications during the contract period without written approval of the University Purchasing Office will be considered a breach of contract.
Understood and agreed.

4.1.13 It is the vendor's sole responsibility to include in its response sufficient product literature, specifications, and other information necessary to completely describe the products and/or services being offered.
Understood and agreed.

4.1.14 Brand names, if used, are shown to establish a level of quality.
Understood and agreed.
4.2 Legal

4.2.1 The vendor shall observe, perform and comply with or require compliance with all federal, state, and local laws, ordinances, rules and regulations and all amendments thereto which in any manner may affect the operation and vendor's activities undertaken pursuant to this agreement. The vendor shall also comply with all state and local building, fire, health, zoning laws, codes and/or regulations that affect or that are applicable to vendor's activities and operations hereunder. The final agreement shall be governed and construed in accordance with the University of Alabama at Birmingham Terms and Conditions and the laws of the State of Alabama.

Understood and agreed.

4.2.2 Vendor represents and warrants that all articles and services covered by the request meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, No. 2005, and its regulations in effect or proposed as of the date of this offer. When applicable, all articles and services must also meet or exceed other federal requirements including but not limited to the Americans with Disabilities Act of 1992 and the Food and Drug Administration. The performance of this contract by vendor will not violate the provisions of the Civil Rights Act of 1964, The Rehabilitation Act of 1973, and the Vietnam ERA Veterans Readjustment Assistance Act of 1974.

Understood and agreed.

4.2.3 The furnishing of materials, supplies, equipment or services to UAB under this purchase order, contract, requests 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, dated September 28, 1965, as amended (Equal Opportunity Employment), issued by the President of the United States of America, and Public Law 88-352, 88th Congress, the Civil Rights Act of 1964.

Understood and agreed.

4.2.4 To the extent not exempt, this contractor and subcontractor shall abide by the requirements of 41 CFR §§60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individual with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

Understood and agreed.

4.2.5 The parties understand that this agreement will be subject to section 952 of the Omnibus Reconciliation Act of 1980 and its corresponding regulations at 42 C.F.R. part 420 if the contract includes furnishing of services at a cost or value of $10,000 or more over a twelve-month period.

Understood and agreed.

4.2.6 Regardless of any contrary provision(s) hereof, this Contract unilaterally may be amended in writing by UAB as reasonably required for compliance with the applicable provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (referred to in this Section as "HIPAA"), with any and all applicable regulations issued in any form under HIPAA, and with any amendment(s) to HIPAA and/or said regulations. UAB promptly shall provide to Contractor a copy of an amendment made by UAB pursuant to this herein, or if no such date is specified, as of the date required for compliance with both HIPAA and the regulations referred to above in this section.

Understood and agreed.

4.2.7 Vendor represents and warrants that vendor and any of its directors, officers, employees, or agents providing services under this Agreement: (a) are not "sanctioned persons" under any federal or state program or law; (b) have not been listed in the current Cumulative Sanction List of the Office of Inspector General for the United States Department of Health and Human Services for currently sanctioned or excluded individuals or entities; (c) have not been listed on the General Services Administration's List of Parties Excluded individuals or entities; (d) have not been listed on the General Services Administration's List of Parties Excluded from Federal Programs; and (e) have not been convicted of a criminal offense related to health care. Vendor shall immediately notify University in the event that vendor is no longer able to make such representations, and University may upon five (5) business days' written notice terminate this Agreement.

Understood and agreed.
4.2.8 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 a bid in response to this Request for Proposal, 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 University of Alabama at Birmingham may declare the contract void if the certification is false.

Understood and agreed.
4.3 Indemnification

4.3.1 The vendor hereby covenants and agrees to indemnify and hold harmless UAB and its officers, agents, and employees from and against any and all claims or demands by or on behalf of any person, firm, corporation or governmental authority, arising out of, attributable to or in connection with the use, occupation, possession, conduct or management of the vendor concerning the equipment or services performed and rendered hereunder, including, but without limitation, any and all claims for injury or death to persons or damage to property and shall also assume all liability for injury and/or damages to adjacent or neighboring property by reason of the performance of its obligations hereunder, whether such activities or operations are being performed by the vendor or by a subcontractor of the vendor, or by anyone directly or indirectly employed by them. The vendor also covenants and agrees to hold UAB and its officers, agents, and employees harmless from and against all judgment costs, counsel fees, expense and liabilities incurred in connection with any such claim and any action or proceeding brought thereon, and in case any action is brought against UAB or against any of its officers, agents, or employees, by reason of any such claim, the vendor upon notice from UAB will resist and defend such action or proceeding by qualified counsel. However, the provisions of this section shall not apply to any claims arising from the negligent or willfully wrongful acts or omissions of UAB, its officers, agents, or employees. Any claims, which the vendor may have against UAB, shall be submitted to the Alabama State Board of Adjustment.

Understood and agreed.

4.3.2 UAB shall not be responsible or be held liable for any injury or damage to persons or property resulting from the use, misuse, or failure of any equipment used by the vendor or any of the vendor's agents, servants, or employees, even if such equipment is furnished by UAB to vendor. The acceptance or use of any such equipment by vendor shall be construed to mean that the vendor accepts full responsibility for, and agrees to indemnify UAB against any and all loss, liability, and claims for injury or damage whatsoever resulting from the use, misuse, or failure or such equipment, whether such damage or injury is to an employee, agent, or servant or the property of the vendor, other vendors, UAB, or other persons.

Understood and agreed.

4.3.3 The purchase of insurance by the Vendor shall in no event be construed as a fulfillment or discharge of the obligations set forth in this section – Indemnification.

Understood and agreed.
4.4 Insurance

4.4.1 Vendor shall, at their own expense, maintain insurance of such types and in such amounts as are necessary to cover their responsibilities and liabilities on a project of the character contemplated under this contract and shall require any Subcontractors to carry similar insurance. The Board of Trustees of the University of Alabama, University of Alabama at Birmingham and its trustees, officers, employees and agents shall be named as additional insureds on the general and auto liability policies. The Board of Trustees of the University of Alabama, the University of Alabama at Birmingham, its trustees, officers, employees and agents shall also be named as additional insureds on the umbrella/excess policy if required to meet the minimum limits set forth below and on environmental impairment liability policies if required.

**Understood and agreed.**

4.4.2 A Certificate(s) of insurance will be provided to UAB before work can commence. The Certificate will evidence all coverage required and specify the terms required as noted below. The Certificate will note the additional insured as required above and will provide for at least 30 days written notice of cancellation or non-renewal to UAB. Policies will apply as primary as to the additional insured without any contribution from insurance or any self-funded program maintained by the Owner.

**Understood and agreed. Please see the Certificate of Insurance included in Attachment 10.**

4.4.3 Policies may include a deductible, but the Vendor will be responsible for payment of that deductible on their own behalf and on behalf of UAB as an additional insured.

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Minimum Limits of Liability Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workers' Compensation</td>
<td>Statutory – Alabama</td>
</tr>
<tr>
<td>Employers Liability</td>
<td>$2,000,000 (each employee, each accident and policy limit)</td>
</tr>
<tr>
<td><strong>Commercial General Liability</strong></td>
<td></td>
</tr>
<tr>
<td>Each Occurrence</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Personal and Advertising Injury</td>
<td>2,000,000</td>
</tr>
<tr>
<td>Products/Completed Operations</td>
<td>2,000,000</td>
</tr>
<tr>
<td>General Aggregate (Per Location)</td>
<td>2,000,000</td>
</tr>
<tr>
<td><strong>Including Additional Insured endorsement CG 2026</strong></td>
<td></td>
</tr>
<tr>
<td>Automobile Liability including Garage-keepers legal liability if appropriate (all owned, hired and non-owned vehicles)</td>
<td>$2,000,000 each accident – combined single limit</td>
</tr>
</tbody>
</table>

4.4.4 These limits may be accomplished through a combination of primary and excess/umbrella liability policies written on a “follow form” basis or forms no more restrictive than the primary policies. Insurance carrier shall be rated A- or better by A.M. Best. Defense costs should be payable in addition to the policy limits with the exception of Professional Liability and Environmental Impairment Liability if indicated.

4.4.5 For contracts that involve any design work or other professional services that could expose the Vendor or the University to a monetary loss arising out of the rendering or failure to render those services, add the following:

| Professional Liability (of the nature adequate to cover the Vendor’s liability arising out of any design or other professional services to be provided under this contract) | $2,000,000 each occurrence and annual aggregate |

4.4.6 For contracts that involve an environmental exposure add:

| Pollution Legal Liability (Optional – to be required if any specific environmental services are to be provided under the Contract) | $2,000,000 Third Party Liability – per claim |
|                                                                      | $2,000,000 Third Party Clean Up – per claim  |
4.4.7 If any coverage is provided on a claims made form, the coverage must be maintained for a minimum of three years beyond the expiration of this agreement.

4.4.8 Unless otherwise specified in the contract, the Vendor shall be responsible for their own equipment or other property used in the completion of this project and shall, at their own expense, pay for and maintain property insurance covering such property for loss by fire or other perils including vandalism.

4.4.9 Unless waived by UAB in writing, the Vendor shall obtain, pay for and maintain a performance and payment bond for 100% of the original contract amount naming UAB as obligee. The Vendor will bear responsibility for advising the Bonding Company of all changes in the amount of the contract. If the laws of Federal, state or Local Governments or other authorities that have lawful jurisdiction over this project contain provisions beyond these requirements, such laws shall govern and Bonds shall be furnished in accordance with those provisions.

4.4.10 Vendor shall not commence work under this Contract until the insurance and bonds required under this Article have been obtained and the University has approved such insurance. The Vendor shall not allow any Subcontractor to commence work on his Subcontract until appropriate insurance and bonds have been obtained by the Subcontractor. Each and every Vendor and sub-contractor shall maintain all insurance and bonds required under this Article during the life of this Contract and shall maintain general liability insurance for not less than two years after completion of this Contract and final. Bonds will remain in effect for the term of the warranty or warranties required in the Contract and specifications.

4.4.11 UAB shall have the right to inspect and approve Vendor’s insurance including review of the entire policy and all attachments upon request.

Groome Transportation understands and agrees to all provisions in Section 4.4. Please see the Certificate of Insurance in Attachment 10.
4.5 Ethics

4.5.1 If any owner, officer, partner, board or director member, employee, or holder of more than 5% of the fair market value of your firm or any member of their households is a public official or public employee (including the University) as defined by the Code of Alabama Section 36-25-1, this information must be included in your response. Failure to disclose this information in your response will result in the elimination of your response from evaluation. If your firm is awarded any contract as a result of this request, the University reserves the right to furnish a copy of any resulting contract to the State of Alabama Ethics Commission as directed in the Code of Alabama, Section 36-25-1, within ten (10) days of award.

Understood and agreed. No owner, officer, partner, board of directors member, employee or holder of more than 5% of the fair market value of Groome Transportation is a public official or public employee.

4.5.2 University employees are not allowed to accept personal gifts or gratuities. By accepting this agreement, payee certifies that no University employee or official, no family member of a University employee or official will receive a benefit from this agreement, except as has been previously disclosed, in writing, to the University.

Understood and agreed. No University employee or official or family member will benefit from this agreement.

4.5.3 Vendors are required to complete the "Full Disclosure Statement" (attached). Failure to provide the information when requested will result in a non-award of the referenced products and/or services.

Understood and agreed. Please see the completed Full Disclosure Statement in Attachment 11.

4.5.4 Any agreement or collusion among vendors or prospective vendors in restraint of freedom of competition, by agreement to respond at a fixed price or to refrain from responding, or otherwise shall render the responses of such vendors void. Each vendor certifies that he has not been a party to such an agreement by signing this request.

Understood and agreed. Groome Transportation has not been a party to such an agreement.
4.6 Market Competitive

4.6.1 Unless otherwise expressly agreed in any exhibit to this contract, the award prices shall not be increased and any discount shall not be eliminated or reduced during the term. In addition to any changes made to assure market competitiveness, vendor may lower the award prices or increase any discount applicable to the purchase of the products at any time. **Understood and agreed.**

4.6.2 Vendor agrees that the prices, quality, value and technology of all services provided under this contract shall remain market competitive at all times during the term. Vendor agrees to provide prompt written notice to the University of any offer for the sale of products or services by vendor during the term of this agreement where the terms are more favorable to the offeree than the terms of this contract. Vendor shall lower the award prices or increase any discount applicable to the purchase of services as necessary to assure market competitiveness. If at any time during the term the University receives information from any source suggesting that vendor's prices, quality, value or technology are not market competitive, the University may provide notice of such information to vendor, and vendor shall, within ten (10) business days, advise the University in writing of and fully implement all adjustments necessary to assure market competitiveness. **Understood and agreed.**

4.6.3 The University is to be given the benefit of any reduction in price below the quoted price during the term of this contract. Examples include, but are not limited to, manufacturer's price reductions and special promotional offerings. **Understood and agreed.**

4.6.4 Any warranty terms, other than warranties established by the laws of the State of Alabama, must be explicitly set forth on the request form. **Understood and agreed.**
4.7 Pay Terms

4.7.1 Standard payment terms are Net 30 days from date of invoice unless otherwise stated. Payment terms less than Net 30 days may not be considered for award. C.O.D. orders are not acceptable. Unless otherwise stated, prompt payment discounts or accompanying letters stating additional discounts offered may not be considered in award. Awards will be made based on the price shown on each line item. Any discounts offered should be shown in the net price of each line item.

Understood and agreed.

4.7.2 Unless otherwise stated by the University, prices are to be quoted F.O.B. Destination, Freight Prepaid. Successful vendor must assume all responsibility for damage in transit. Any response not in accordance with this requirement may be rejected.

Understood and agreed.

4.7.3 Do not include Federal Excise or State Sales Tax in your proposal. The University is exempt from both of these taxes. If a Tax Exemption Certificate is required, one will be furnished to the successful vendor.

Understood and agreed.

4.7.4 It is understood and agreed that No fuel surcharge will be applied unless so noted in the vendor’s response. If the vendor quotes a fuel surcharge, it will be included in the final bid analysis.

Understood and agreed.

4.7.5 Invoice reconciliation must occur within (12)-twelve months of invoice date. Vendor must provide the Accounts Payable department with an itemized, monthly statement requesting resolution within this (12)-twelve month period. Invoices presented for payment beyond this (12)-twelve month period may not be honored. Vendor statements reaching $50,000 or more in the (90)-ninety day pay status must be brought to the immediate attention of the Accounts Payable Director for resolution. Vendor shall not impose payment penalties of any kind, including, but not limited to, late fees, service charges, interest, or placing UAB on credit hold.

Understood and agreed.

4.7.6 The University, in its sole discretion, may use the following forms of payment: Check, Wire Transfer or Purchasing Card. No additional fees shall be added for acceptance of any of these payment methods.

Understood and agreed.
4.8 Agreements. All license agreements or, contracts, which must be signed prior to delivery of proposed service, must be included with the proposal for review by the University. Documents not submitted with the response may not be considered at a later date. In all cases, should there be a conflict of terms and conditions, those terms and conditions in this REQUEST, vendor’s response, and any resulting contract award will prevail.

Understood and agreed.
4.9 Damage. The successful vendor will be responsible for any damage to University property when such damage is inflicted by their employees, or agents of the vendor, or any sub-contractor of the vendor.

Understood and agreed.
4.10 Vendor Visitation. Vendor shall consult with the University Purchasing Office to identify the University's policies relating to access to facilities and personnel. Vendor and vendor representatives shall comply with such policies.

Understood and agreed.
4.11 Small Disadvantaged Business. The University is committed to its efforts to ensure the opportunity for participation of small, disadvantaged businesses in the procurement of goods and services. The University is required to report purchases under governmental contracts. Vendors may be required to provide detailed reports of all minorities, women-owned and other small, disadvantaged business participation in the award of this contract.

Understood and agreed.
4.12 Contract Cancellation

4.12.1 The University Purchasing Office has the right to cancel any contract, in accordance with University Purchasing Rules and Regulations, for cause, including, but not limited to, the following: (1) failure to deliver within the terms of 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 vendor; (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 laws; and (6) any other breach of contract.

Understood and agreed.

4.12.2 The University reserves the right, for its convenience and without cause or penalty, to terminate this agreement effective on the last day of any agreement year following the initial agreement term, at the end of each fiscal year, or on (60) sixty days' notice.

Understood and agreed.
4.13 **Certification and Signature.** I have read all of the general terms and conditions of this request. I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or service and is in all respects fair and without collusion or fraud. I am authorized to make this offer and sign this request for the vendor.

<table>
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<tr>
<th>Date</th>
<th>Company</th>
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<table>
<thead>
<tr>
<th>Name</th>
<th>Authorized Signature</th>
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<td>(Sign in ink)</td>
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<th>Title</th>
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<tr>
<th>Telephone</th>
<th>City, ST, ZIP</th>
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</thead>
</table>
Appendix A

VENDOR DISCLOSURE STATEMENT

Complete and sign the UA System Vendor Disclosure Statement located at the below address:

http://www.contentedits.com/img.asp?dl=1&t=2&id=65974
Appendix B

ALABAMA IMMIGRATION AFFIRMATION OF COMPLIANCE

Applicable only to business entities or employers employing one or more employees within the state of Alabama.

To the extent applicable, by signing this contract, the contracting parties affirm, for the duration of the 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. Notwithstanding the above, the Board of Trustees of the University of Alabama whether acting as the University of Alabama at Birmingham, the University of Alabama Hospital, the University of Alabama School of Medicine, the University of Alabama School of Dentistry or the University of Alabama School of Optometry cannot waive its immunity conferred by Ala. Const. Art. I § 14. Nothing herein shall be construed as a waiver of that immunity.

Understood and agreed. Groome Transportation participates in the e_Verify program. Please see a copy of our Memorandum of Understanding in Attachment 13.
Appendix C

CERTIFICATION OF COMPLIANCE
WITH SECTION NINE OF ACT 2011-535

The undersigned officer of _____________________________ (Company) certifies to The Board of Trustees of the University of Alabama (University) that the Company shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien and does attest to such by sworn affidavit signed before a notary. Furthermore, the Company certifies that it has provided its one-page E-Verify Company Profile Document to the University. During the performance of the contract, the Company shall participate in the E-Verify Program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The Company also certifies that it will obtain sworn affidavits signed by a notary from any subcontractors furnishing goods/services under this contract attesting to the fact that they do not employ, hire for employment, or continue to employ an unauthorized alien and that they participate in the E-Verify Program and verify every employee that is required to be verified according to the applicable federal rules and regulations.

___________________________________________
PRINT COMPANY NAME

___________________________________________
SIGNATURE OF COMPANY OFFICER

___________________________________________
PRINT TITLE OF COMPANY OFFICER

___________________________________________
DATE

Sworn and subscribed to before me this _____day of ________________, 20__.

___________________________________________
NOTARY PUBLIC

My commission expires: __________
Appendix D
REAL-TIME PASSENGER INFORMATION SYSTEM SPECIFICATION

1. Overall
1.1 System shall have capability to capture and transmit vehicle location as frequently as every one second.
1.2 System shall offer detailed campus and route maps, preferably using familiar maps like Google or Bing, showing all major streets.
1.3 Vendor shall promptly submit map change requests, made by the Customer, to its map provider for correction of any incorrect map data.
1.4 System shall display routes in an interleaving pattern, making it easier for riders to determine where multiple routes overlap.
1.5 System should be turnkey, with Vendor provisioning all wireless communications and hosting all internet and database servers.
1.6 Vendor will arrange for installation of tracking devices and perform systems testing prior to hand off.
1.7 System shall provide access to a Real-time Transit Data API, including developer documentation that allows for querying data from AVL services, with a JSON document as output. The API should provide real-time vehicle location data and estimated arrival times for vehicles as they approach stops.

2. Passenger components
2.1 Public website
   2.1.1 Users shall have ability to view only routes that are of interest to them.
   2.1.2 System should provide arrival estimates to give riders more detail about vehicle arrival times.
   2.1.3 Users shall have the System remember chosen routes.
   2.1.4 Users should see an on-screen notification if a vehicle or route is added off-screen.
   2.1.5 Users should be able to hide the legend to increase the size of the map viewing area.
   2.1.6 Vendor shall design a banner that uses customer-supplied logos/graphics to clearly identify customer’s transit system and a web address that is easy to market to riders.
   2.1.7 System shall be JAWS compatible to allow visually-impaired riders to access real-time vehicle information.
   2.1.8 System shall provide a module that allows content to be provided on Customer’s own website.
   2.1.9 System shall provide a textual-based format to access arrival times so that riders can search by route, stop, or geographic location. Supported web browsers should allow for geolocation of the rider.

2.2 Mobile Phone Access
   2.2.1 System should provide ability to view location, heading, stop list, next stop of active vehicles, estimated arrival times and graphical display snapshot of vehicle locations on internet-enabled mobile phones.
   2.2.2 System should provide access to announcements on internet-enabled mobile phones.
   2.2.3 System should allow riders to access arrival estimates via SMS text messaging.
   2.2.4 For phones with GPS capability, System should provide geo-location features to allow riders to identify location on map

2.3 Smartphone Access
   2.3.1 For smartphones (iPhone, Android, and newer BlackBerries), System should provide interface that shows steady vehicle movement without reloading.
   2.3.2 For smartphones with GPS capability, System should provide geo-location features to allow riders to identify location on map.
   2.3.3 System should provide a free-to-download native iPhone application.
   2.3.4 System should provide a free-to-download native Android application.
   2.3.5 System should provide a free-to-download native BlackBerry application.
2.4 Public Vehicle Location Displays
   2.4.1 System shall provide the ability for Customer to use new or existing flat screen monitors to display a version of the System that requires no user interaction (for example, an LCD screen in a building lobby).
   2.4.2 Vendor shall be responsible for ensuring that all maps, routes, and information properly displays and automatically refreshes on LCD screens at all times.
   2.4.3 Customer should have capability of adding and updating messages for display on the LCD screens.
   2.4.4 The display shall include route name and the ability to differentiate routes by design or color.
   2.4.5 The display shall include the ability to identify a specific vehicle and its associated route.
   2.4.6 The display shall be customizable so that different locations show different

3. Management components
   3.1 Management Software Requirements
      3.1.1 System shall provide real-time graphical displays of vehicle location using map interface.
      3.1.2 System shall provide a management interface to allow assignment of buses to routes by dispatchers.
      3.1.3 Interface should be intuitive and simple to use.
      3.1.4 System shall allow announcements to be posted immediately or in advance for posting at pre-defined time. System shall also allow announcements to be removed automatically at a pre-defined time in the future.
      3.1.5 System shall provide historical playback of vehicle locations.

3.2 Reports
   3.2.1 System shall provide web-based reports that allow customer to run transit system more efficiently.
   3.2.2 Desired reports include:
      o On-Time Performance
      o Headway Report
      o Ability to see all of a particular vehicle’s arrivals and departures for the day
   3.2.3 Reports shall allow for time based comparison (e.g. last week vs. this week).
   3.2.4 Reports shall provide a high level summary and allow the user to drill down to get more details.
   3.2.5 Reports shall be exportable to Excel.

3.3 Support
   3.3.1 Vendor shall provide training to all dispatchers, supervisors, administrators, and maintenance technicians prior to deployment of System.
   3.3.2 Vendor shall provide help manuals to allow resolution of straightforward items as expeditiously as possible.
   3.3.3 Support shall be available during normal business hours. Standby support shall be available at all other times, including nights, weekends, and holidays.
   3.3.4 Vendor shall protect and backup, for a minimum of 60-days, any software configuration settings, any Customer provided data that has been modified for use by the software, and any new data produced by the software itself.

3.4 Hardware
   3.4.1 Hardware shall remain under warranty for one year.
   3.4.2 GPS and cellular antennas should be securely mounted on the exterior of the vehicle or in the bulkhead to increase signal reliability and reduce interference with other on-board equipment. GPS and cellular antennas must be weatherproofed and have an operating temperature of at least -40F to 155F.
   3.4.3 Vendor shall install an inline power fuse to tracking units to prevent possible power short conditions and device failure.

3.5 Software. Vendor shall provide any maintenance updates to the System that Vendor may release to improve or maintain the stability of the System at no charge.
Groome Transportation is proposing DoubleMap as the solution for both GPS and APC. The use of a single vendor will ensure seamless gathering of data and reporting. We have found that DoubleMap provides our passengers with a very user-friendly interface for phones, smartphones, tablets and computers. Their customer service is outstanding. We have dedicated customer service representatives that understand the complexities of each of our locations. Response to any issues that arise is immediate. Reports are easy to access and are customizable.

The DoubleMap system meets or exceeds all requirements of this section of the RFP.

Further information regarding DoubleMap can be found in Attachment 7.
Appendix E

HEAVY DUTY BUS SPECIFICATIONS

1. **Scope and Purpose.** These specifications are intended to provide a general description of the desired accessible shuttle bus design for use by UAB.

2. **Description.** Bus shall be a new, current year production, heavy duty, transit vehicle design and construction. A 102" wide bus is specified for maximum passenger room and aisle width. The bus is to be manufactured in the United States and have completed Federal Altoona testing for a 12 year/500,000 mile life cycle.

3. **Overall Requirements and Dimensions**

   3.1 Length, overall bumpers  
   3.2 Width, overall body  
   3.3 Height, overall @ GVWR  
   3.4 Wheelbase  
   3.5 Height, main floor @ GVWR  
   3.6 Height, first step (front door) @ GVWR  
   3.7 Height, interior  
   3.8 Width, door panels, (front and rear doors)  
   3.9 Height, door (clear)  

   36' maximum  
   102" minimum  
   129" maximum  
   220" maximum  
   18" maximum  
   14" maximum, (kneel 11" max.)  
   95" minimum, (78" rear riser)  
   35" minimum  
   78" minimum

4. **Crashworthiness**

   4.1 The bus sidewall ability to provide passenger protection from automobile side impact is of critical importance to UAB. As such, a copy of test data showing compliance with FMVSS 214D for Crash Worthiness is required with the submission of the Proposer's bid package. Physical side impact test must be in accordance with FMVSS 214D and performed by a third-party testing entity. The test report must be of the same low floor bus design as is being proposed. Failure to include this test report will render the proposal informal and cause of its rejection.

   4.2 The roof and side shall be engineered to support the entire weight of a fully loaded vehicle on its top and side, if overturned. A copy of test data showing compliance with FMVSS 220 Rollover Protection is required with the submission of the Proposer's proposal. The test report must be of the same low floor bus design as is being bid. Failure to include this test report will render the bid informal, and cause its rejection.

5. **Service History.** It is UAB's desire to utilize vehicles which have a proven performance history in transit applications. A listing of a minimum of five (5) universities which currently operate the exact model bus as bid must be included in the Proposer's bid package. Failure to supply user references will render the bid informal, and cause its rejection.

6. **Body Frame Assembly**

   6.1 The frame assembly shall be fabricated using Grade C, high-strength carbon steel rectangular tubing, plate and formed sheet welded into a single monocoque space frame for maximum strength. The floor, walls and roof structure shall be fabricated and produced by the bus manufacturer. Gusseting and structural reinforcement shall be provided at strategic locations as determined by finite analysis. Bolted/riveted body construction is not desired.

   6.2 The inside of all floor/sidewall/roof frame structures shall be sprayed with Ziebart Formula - Type A prior to applying exterior or interior panels.

7. **Exterior Body Panels**

   7.1 Various lightweight, durable materials may be used in providing the required sleek, streamlined appearance. These panels shall be installed using methods, which provide a smooth surface without exposed fasteners except at window line lap seam.

   7.2 Sidewalls shall be fabricated of noncorrosive composite sheeting with a minimum thickness of .155" from the window line down to the bottom of the sidewall. A composite extrusion will be utilized directly below the window line to attach the composite lower sidewall panel. Panels are to be cleaned and applied to the side framing with double faced tape, sealant and moldings. The skirts from the window line down are to
be easily removable for ease of servicing. Sidewall panels from the bottom of the window line up are to be fabricated of noncorrosive composite sheeting with a minimum thickness of .10". Steel or aluminum sidewall skin materials shall not be accepted as equal, due to corrosion concerns.

7.3 Roof panel shall be a one-piece FRP structure. The only seams allowed on the roof will be at the front and rear caps plus the roof hatch. Multi-piece roof skins and metallic sheeting are not allowed.

8. Floor. Subfloor shall be 3/4", ACQ marine grade, pressure treated plywood flooring. The subfloor is to be pattern cut, edge sealed and installed with sealant caulking and fastener with floor-tight Huck bolts.

9. Floor Covering. Shall be RCA brand rubber flooring. Ribbed aisle with smooth under seats shall be supplied. The flooring shall be coved up the sidewalls to the side seat track. Driver's area shall be covered with the same smooth material. A three-inch (3") wide, yellow standee line shall also be supplied.

10. Bumpers. Shall be reinforced HELP "S" energy absorbing type. Rear bumper shall be anti-ride type. Bumpers shall be attached to the frame with a minimum of 2" diameter, Grade 8 bolts.

11. Glazing. All windows must meet State and Federal safety regulations. Windshield shall be AS-1, driver's side windows to be AS-2, and passenger windows to be AS-3 in quality. Passenger side windows shall feature black painted extruded aluminum sash and have an upper transom T-slide design. Windows shall be glazed with 7/32" thick, 28% gray density, laminated safety sheet glass. Sufficient windows on each side shall be so designed as to meet FMVSS 217 requirements for emergency egress.

12. Paint. The entire exterior body surface shall be completely sealed, cleaned, sanded and primed prior to final finish. The final finish surface shall be coated with Sikkens paint system or approved equal. The exterior paint shall be a polyurethane enamel finish meeting all State and Federal health and safety regulations. UAB will provide the required paint colors and graphics layout. All exterior painting shall be completed prior to installation of passenger windows and doors.

13. Front and Center Passenger Doors. A two (2) panel Vapor brand, Slide-Glide door panel design providing a minimum of 32" x 78.5" clear opening shall be supplied at both front and center locations. The doors shall be driven controlled by a five (5) position Vapor brand lever.

14. Electrical System

14.1 The electrical system shall be so designed to provide and safely distribute 24-volt DC power to all electrical components in the bus, excluding selected ancillary items requiring 12-volt power.

14.2 The electrical control and wiring system shall be an I/O Controls DINEX, model G4 multiplex system or approved equal.

14.3 Headlamps shall be dual round, sealed beam of counter-tunk automotive type and shall have tilt-ray features controlled by a lever dimmer switch mounted on the steering column as well as foot controlled turn signal switches.

14.4 Stop, tail, back-up, side marker and ICC marker and directional signal lights shall be L.E.D. type. Rear lamps 7" in diameter and vertically mounted.

14.5 Interior dome lights shall be ceiling cove located LED type light fixtures mounted continuous front to rear on each side. Passenger compartment lighting shall be I/O Controls brand approved equal.

14.6 Bus shall be prewired for Automatic Vehicle Locator, GPS, and Automatic Passenger Counter.

15. Driver's Seat. Driver's seat shall be a USSC 9001 ALX, air suspension driver seat, with push button actuated fore-aft sliding feature, or approved equal shall be provided.

16. Passenger Seats. Friedman Seating model - CitiSeat, transit seat shall be supplied in the bus. Friedman Seating - Seraph model seats may be supplied on the front wheelwells. The seating capacity must be a minimum of 94 seated passengers. Bidders are required to submit compliant floorplans with their proposals. Failure to submit compliant floorplan will cause bids to be non-responsive. Perimeter seating shall be provided on the lower floor section of the bus. Forward facing seating shall be provided on the upper seated section of the bus. Aisle facing seats may be utilized at wheelwells. All forward facing seats must have 3-point seat belts.

17. Passenger Assists. All stanchions, overhead grab rails and modesty panels shall be so designed as to use 1-1/4" diameter, 304 stainless steel tubing.
18. Driver's HVAC

18.1 Driver's area shall be heated and/or cooled by a dash mounted, forced air heater/defroster and air conditioning system. Proposed buses, which are manufactured without an in-dash air conditioning evaporator, will not be accepted as equal. The need for conditioned air on the windshield is a necessity in UAB operating environment.

18.2 The heater and defroster shall provide a minimum of 60,000 BTU with 475 CFM air flow.

18.3 The driver's air conditioning shall provide a minimum of 24,000 BTU with 475 CFM air flow.

18.4 An additional forced air ducting system shall be located overhead of the driver's seated position. The two adjustable vents will distribute heated or air conditioned air from the passenger compartment HVAC street side duct. A left hand console mounted two-speed switch shall be provided.

19. Passenger Compartment HVAC. The passenger compartment shall be heated and cooled by a single integrated heavy-duty system. This system shall be a Thermo King – Athenia AMII, roof mounted system using R-407C refrigerant. Air conditioning / heating systems shall meet the following capacity minimums as listed below. A Thermo King - X-430 Freon compressor is to be belt driven.

20. Wheelchair Accessibility System

20.1 Ricon model FR2SS ADA compliant wheelchair ramp shall be mounted at the center door must be supplied. Due to wheelchair maneuvering concerns, a front door located wheelchair ramp is not acceptable as equal.

20.2 Accommodations shall be made for two, (2) wheelchair tie-downs. The securements shall be Q-Straint QRT – 8100-A1 Deluxe or approved equal.

21. Emergency Equipment. The bus shall be equipped with a minimum 5 lb. ABC rated fire extinguisher, 16-unit first aid kit, and triangular hazard kit. Emergency equipment shall be stowed in the driver area.

22. Roof Hatch. Specialty Manufacturing, or approved equal, five (5) position roof ventilator and emergency escape hatch shall be installed in the roof over the rear axle.

23. AM/FM/CD/PA. The bus shall be equipped with an AM/FM/CD/PA stereo system with gooseneck microphone and six (6) baffled interior speakers. An additional exterior speaker shall be provided for driver messages broadcast outside of the bus.

24. Destination Signage. Transign, 100% L.E.D. display, electronic destination signs, or approved equal, shall be provided and mounted in the upper windshield area and the first curbside window. The control console is mounted overhead in easy reach of the driver.

25. Passenger Stop Request System. A passenger stop request system will be provided on the bus. The system will consist of passenger pull cords mounted on both interior sidewalls of the vehicle, and a back-lighted "stop request" sign mounted on the front bulkhead of the bus.

26. Bike Rack. The front bumper of the bus will be equipped with a three (3) position bike rack, Sportworks – Veloporter or approved equal.

27. Front Axle Assembly. Meritor model MFS-13 wide track, drop center, I-beam type providing a minimum design load rating of 13,200 lbs. capacity or North American produced approved equal shall be supplied.

28. Rear Drive Axle. Rockwell International Model RS-23 or North American produced approved equal, full floating type and providing in excess of 60 MPH road speed and a minimum design load rating of 23,000 lbs. capacity.

29. Air Suspension. Air ride suspension providing the driver and passengers with the highest level of ride quality and safety shall be provided. The front and rear suspensions are to be designed to incorporate a kneeling feature.

30. Brake System. The brake system shall be Bendix air and Meritor/Wabco ABS – S-Cam type meeting all FMVSS #121 requirements.

31. Wheels and Tires. Wheels and tires shall be interchangeable front and rear and be of a tubeless type. Wheels shall be aluminum type or approved equal, sized 22.5” x 7.50” or 8.25” with a 10-bolt bolt circle. Tires shall be Michelin brand model X-City highway radials sized - 275/70R 22.5, single front and dual rear.

32. Fuel System. Fuel Tank - A stainless steel fabricated fuel tank with a minimum 80 gallon capacity shall be supplied.
33. **Electrical System**

33.1 The electrical system shall be designed to provide and distribute 24-volt DC power to all electrical components in the bus, excluding the subsystems requiring 12-volt power.

33.2 A V-belt driven, 24-volt, Nichoff brand, 300 amp, high output, air cooled alternator shall be provided.

33.3 Dual Series 8D, or approved equal, batteries with a total of 1150 cold cranking amps each shall be provided and located for service accessibility through a road side service access door on a sliding stainless steel tray. The battery tray shall be housed in a stainless steel enclosure mounted rear of the rear axle. A battery compartment forward of the rear axle are not desired.

34. **Engine**

34.1 A rear, T-mounted Cummins ISB-2017, 6.7L diesel engine shall be supplied. The engine shall be a turbo-charged and charge air-cooled, in-line 6 cylinder electronically controlled. The engine shall integrate a Cummins approved diesel particulate filter (DPF) as well as the current generation selective catalytic reducer (SCR) and use only Ultra Low Sulfur Diesel Fuel (ULSD).

34.2 Performance - Peak horsepower to be a minimum of 280 HP @ 2,600 RPM and peak torque of 660 ft. - lbs. @ 1,600 RPM. Bidders shall submit documentation that engine is compliant with the minimum 280HP requirement. A rear mounted swing-up type, yellow powder coated engine belt guard shall be supplied.

35. **Transmission.** An Allison B300R transmission, or approved equal, five (5) speed automatic transmission with an internal output hydraulic brake retarder shall be provided.

36. **Silicone Hoses.** The bus shall be equipped with premium silicone rubber heater hoses/stainless steel, constant tension clamps.

37. **Back Up Alarm.** Shall be waterproof 12-volt DC, 97 dbA alarm. Alarm is to be controlled by the transmission reverse switch.

**REQUIRED FLOORPLAN:**

Groome Transportation is proposing 14 brand-new ADA-compliant El Dorado EZ Rider II diesel vehicles for this service. All vehicles meet or exceed the specifications of this RFP. Vehicle brochures, results of Altoona testing, crash testing, rollover testing and user references can be found in Attachment 12.
Appendix F

MEDIUM DUTY BUS SPECIFICATIONS

1. Chassis Specifications
   1.1 Ford 6.8L Gas Engine
   1.2 252” WB - 400” Overall Length
   1.3 GVWR: 19,500
   1.4 Automatic Transmission
   1.5 Rear Axle 4.10 Ratio
   1.6 Four Wheel ABS Brakes
   1.7 Power Steering, Power Brakes, Pulse Wipers Group 31 Batteries on Slide Tray
   1.8 Dual Alternators Ford Standard Diesel F550: 200 Amp and 157 Amp
   1.9 Heavy Duty Suspension
   1.10 Heavy Duty Springs
   1.11 57 Gallon Fuel Tank
   1.12 Steel Belted Radial Tires, LT225/75R 16E
   1.13 Chrome Front Bumper
   1.14 Anti-ride Rear Step Bumper
   1.15 Chassis 3-Years - OR - 36,000 Mile Warranty
   1.16 Front Dash Air Conditioning and Heat
   1.17 Painted White Wheels
   1.18 Fast Idle: Intermotive Model
   1.19 OEM Break Away Exterior Mirrors with Convex
   1.20 Bus Alignment with Caster and Camber Kit (Documentation due with Delivery)
   1.21 Route Exhaust to Street side
   1.22 Extension Valves for Inner Dual Wheels

2. Body Specifications - Exterior
   2.1 Rear Help Bumper
   2.2 Full Steel Cage Body
   2.3 Front and Rear Mud Flaps
   2.4 Fuel Sending Inspection Plate
   2.5 Rear Tow Hooks
   2.6 Interior Convex Mirror 6 x 9”
   2.7 Maximum Tint on Passenger Windows
   2.8 Exterior Paint: Solid White

3. Body Specifications - Interior
   3.1 Interior Headroom- Minimum 74”
   3.2 Roof Hatch
   3.3 Modesty Panel at Entry Door and Behind Driver
   3.4 Plexiglass on top of Driver’s Modesty Panel
   3.5 Paddings on all Stanchions except the Entry Door Grab Rails
   3.6 Black Rubber Floor Covering with Ribbed Rubber Aisle
   3.7 FRP Ceiling and Side Walls
   3.8 Padded Vinyl in Driver’s Area
   3.9 Yellow Step Nosing
4. Air Conditioning and Heat
4.1 ACT-9333/21HD 110,000 BTU AIR CONDITIONING (Entourage DSL): 940 FRONT EVAP MOUNTED BEHIND THE ELEC PNL; EZ9 REAR EVAP; (2) CS3 COND; OEM & TM21 COMP; OEM 155 & 200 AMP ALTS; QUICK CONN HOSE
4.2 Rear A/C warranty minimum 3-year unlimited miles
4.3 65,000 BTU Rear Floor Mounted Heater
4.4 Auxiliary Heater Circulating Pump

5. Electrical
5.1 32” Electric Passenger Entrance Door
5.2 Rear Center Mounted Brake Lights Wired Independently
5.3 Exterior Hooded Light at Passenger Entry Door – LED
5.4 Stepwell Lighting (x2) LED
5.5 All Exterior Lighting - LED
5.6 Rotary Battery Disconnect Switch
5.7 Pre-Wire for Two Way Radio

6. Seating
6.1 Freedman Shield Recliner, No Armrest, Adj Lumbar Support, Map Pocket
6.2 Mid High Freedman Passenger Seats (x26)
6.3 34” BV Foldaway Seats (x2)
6.4 Level 4 Cover for Driver and Passenger Seats

7. ADA Requirements
7.1 Braun Century Automatic wheelchair Lift (33” x 51”) 1,000 lb rating or Ricon Equivalent
7.2 ADA Decals and Vehicle Height Sticker
7.3 Double Wheelchair Doors with Windows, Interior Light, and Leaf Spring
7.4 (2) Sur-Lok FF612-4 S Hooks Retractor System with Retractable Shoulder Belts and L Track or Q-Straint Equivalent
7.5 Storage Pouches – One per Securement System
7.6 Ceiling Grab Rails –Both Sides
7.7 Yellow Standee Line with “No Standees forward of Yellow Line” sign
7.8 Parallel Entry Grab Rails Yellow Powered Coated
7.9 Brake/Lift Interlock – Intermotive Model

8. Safety Options
8.1 10lb Fire Extinguisher Mounted Near Driver
8.2 Triangles
8.3 31 Unit First Aid Kit
8.4 Back Up Alarm
8.5 Fresnel lens

9. Miscellaneous Included
9.1 Transign LED Front and Side
9.2 Pre Wire GPS (Hardware not Included)
9.3 Interior Advertising Brackets – mounted behind driver plexiglass 8.5 x 11”

10. Manuals and Training
10.1 “As Built” Wiring Schematics and Parts Manuals (Generic Versions not Acceptable)
10.2 Owner’s Manuals Required

Groome Transportation will provide 4 ADA-compliant Glaval Entourage buses for this service. All vehicles will meet or exceed the specifications of this RFP. We are proposing propane-powered vehicles as a value added service for this contract. We have hundreds of propane vehicles in use across the country for both
our campus and airport shuttle services. We are proud of our green initiatives in respect to the use of propane. We are committed to reducing our own carbon footprint and that of our customers. Manufacturer brochures and additional information can be found in Attachment 12.
REQUEST FOR PROPOSAL

CAMPUS TRANSPORTATION SERVICES

ADDENDUM #1

Proposal #: 185
Response Due Date: June 22, 2018
Response Due Time: 2:00pm CST
Attention: Ron Collins

Note – the addresses provided within the original RFP have been corrected. New addresses are noted at the top of this addendum.

Additionally, the following questions were received for review.

Question 1: Appendix E - Page 33 of 37, Section 12. – Paint: Please supply photos or layouts of the required exterior paint and decal scheme.

Answer 1: Upon selection, the awardee shall provide UAB with multiple design suggestions. UAB will select final design and awardee will incorporate at their expense.

Question 2: Appendix E - Page 33 of 37, Section 16. – Passenger Seats: Please approve the use of Freedman Seating model GO ES passenger seating in lieu of the specified CitiSeat. The GO ES passenger seat can be ordered with the required 3-point seat belts on the forward-facing seats as well as 2-point lap belts on the perimeter seats.

Answer 2: Equivalent models to the specified seat that come with 3pt harness shall be acceptable.

Question 3: 2.5.5 Office and Administration – Does UAB have any facilities that can accommodate bus maintenance services that could be leased to the provider?

Answer 3: UAB does not currently have facilities that can accommodate bus maintenance.
Question 4: 2.5.7.8 Supervision – 2.5.7.8.3 states a lead driver shall be designated to manage daily operations in the absence of the manager. This appears to be very minimal supervision for a project of this size and is much less than is being provided today which all supervisors are all non-driving and stationed 24 hours per day? Is it the intent of UAB to reduce overall field supervision requirements on the project which is four (4) non-driving positions?

Answer 4: The intention is for adequate supervision to be in place in order to provide excellent customer service. It is the vendor's responsibility to determine the appropriate personnel mix that supports the requirements of the contract.

Question 5: 2.5.7.8.1 – Full Time Manager – Does UAB intend the providers to have an additional assistant or trainer on staff, with one manager only and the hours covered this appears to be insufficient. With the current operations of 136 hours per week, this would require the manager to be on duty 81.6 hours per week. We believe UAB is asking for a minimum of two (2) managers to meet this requirement, please clarify.

Answer 5: It is UAB's expectation that the vendor will determine the appropriate personnel staffing levels without sharing management with other locations.

Question 6: 2.5.8 Driver Training – The training requirements are much less than the current drivers receive which is 54 hours of training. Is it the intent of UAB to reduce overall training time of the drivers serving the campus?

Answer 6: The training indicated within the RFP is the minimum required.

Question 7: 2.5.10.5.7 – Liquidated damages equal to 5% of the month’s invoice on several of the key KPI’s. How will this metric be measured, AVL or on-site observation by UAB staff? What measures will the vendor have to discuss issues prior to the assessment of damages.

Answer 7: UAB will use all available resources to determine an assessment of liquidated damages including but not limited to AVL, on-site observation, staff reports, etc.

Question 8: Would UAB consider a maximum penalty of 2% for all Liquidated Damages assessed?

Answer 8: No

Question 9: 2.5.6.1 – Recruitment of drivers has become challenging across the country, does UAB have minimum expectations of starting and average wages for this contract?

Answer 9: It is UAB's opinion that driver wages should be competitive to the local market to support providing excellent customer service.

Question 10: RFP states the electronic response must be in Word. Is it possible the respondents can submit the proposal as a PDF? Vendor brochures, etc. are mostly PDFs and they can’t be reformatted to Word documents that look professional?

Answer 10: The RFP response must be in Word. Collateral material will be accepted as a separate file but must be referenced within the RFP response.
4.13 **Certification and Signature.** I have read all of the general terms and conditions of this request. I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or service and is in all respects fair and without collusion or fraud. I am authorized to make this offer and sign this request for the vendor.

<table>
<thead>
<tr>
<th>Date</th>
<th>6/17/18</th>
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<tbody>
<tr>
<td>Name</td>
<td>Brad Hulgate</td>
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<tr>
<td>Title</td>
<td>Chief Operating Officer</td>
</tr>
<tr>
<td>(Please Type)</td>
<td>2234 DABNEY ROAD</td>
</tr>
<tr>
<td>Telephone</td>
<td>804-222-7226</td>
</tr>
<tr>
<td>City, ST, ZIP</td>
<td>RICHMOND, VA 23230</td>
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Appendix C

CERTIFICATION OF COMPLIANCE
WITH SECTION NINE OF ACT 2011-535

The undersigned officer of Groome Transportation of Alabama, LLC (Company) certifies to The Board of Trustees of the University of Alabama (University) that the Company shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien and does attest to such by sworn affidavit signed before a notary. Furthermore, the Company certifies that it has provided its one-page E-Verify Company Profile Document to the University. During the performance of the contract, the Company shall participate in the E-Verify Program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The Company also certifies that it will obtain sworn affidavits signed by a notary from any subcontractors furnishing goods/services under this contract attesting to the fact that they do not employ, hire for employment, or continue to employ an unauthorized alien and that they participate in the E-Verify Program and verify every employee that is required to be verified according to the applicable federal rules and regulations.

Groome Transportation of Alabama, LLC

PRINT COMPANY NAME

SIGNATURE OF COMPANY OFFICER

CHIEF OPERATING OFFICER

PRINT TITLE OF COMPANY OFFICER

6/7/15

DATE

Sworn and subscribed to before me this 7th day of June, 2015

NOTARY PUBLIC

My commission expires: 12/31/16

Page 27 of 35
Exhibit 2
VENDOR’S PROPOSAL
(Copy Attached)
June 7, 2018

Mr. Ron Collins  
University of Alabama Birmingham  
1720 2nd Avenue South  
801 Building, Suite B10  
Birmingham, AL 35294

Dear Mr. Collins:

The Groome Transportation Team wishes to extend our gratitude to the University of Alabama Birmingham for the opportunity to submit a proposal to provide shuttle and charter services. Our submittal includes a cover letter and all required reference documents and attachments.

Our attached proposal allows us to highlight our long history and experience of providing transportation to a variety of customers needing shuttle services. These varied experiences with facilities, employment and logistics have taught us many lessons that we incorporate into every new project. Our management team applies enthusiasm and hard work to every startup to ensure that our hallmarks of professionalism, timeliness and customer orientation never fade.

Questions regarding our proposal should be directed to:  
Paul Benigno, Vice President of Business Development  
pbenigno@groometrans.com  
Cell: 228-234-4085  
Fax: 228-539-6760

All of us at Groome Transportation look forward to establishing a long and successful relationship with the University of Alabama Birmingham. Thank you again for this opportunity and for the chance to grow and develop our partnership. Please feel free to call me at 804-222-7226 or email me at bhungate@groometrans.com if you require further clarification of our submittal.

Sincerely,

Brad M. Hungate  
President and COO

Groome Transportation of Alabama, LLC | 2289 Dabney Road Richmond, VA 23230 | (804)-222-7226
GROOME TRANSPORTATION EXECUTIVE SUMMARY

The Company

Groome Transportation has excelled at one thing since 1934, Transportation. Our business is in its third generation of hands-on management.

Groome Transportation first began providing transportation to the Richmond, Virginia community in 1935 and began service to what is now Richmond International Airport in 1947. This was the longest running Airport Transportation contract in America. Today we’ve logged over 200 million miles on our cars, limos, vans and buses. Even though we’ve expanded our services well beyond Virginia, our business is still family owned and operated.

Mission

Groome Transportation’s core values are Safety and Service. This mission guides us in the delivery of transportation services to our all of our clients.

Our Market

Specifically, Groome provides bus service for the following universities and organizations:

The University of Memphis, Texas Medical Center, Texas Childrens Hospital, Virginia Commonwealth University, Virginia State University, Georgia Institute of Technology, Robert W Woodruff Library, University of Richmond, University of Texas Health Science Center, University of Houston, University of Houston Downtown, University of Mississippi Medical Center, MD Anderson Cancer Center and Dalton State College. All services were contracted to alleviate parking problems.

Management and Operations

Management

Headquarters
Harold V. Groome III – CEO
Brad Hugate – COO
Jared Churchill – Legal Counsel
Jo-Lyn Bender – Vice President of Finance
Paul Benigno – Vice President of Business Development
Kristie Holcombe – Vice President of Operations
Joe Paredes – General Manager, Campus Services
Rodrick Washington, Heavy Vehicle Fleet Manager
Kimberly Richardson - Director of Safety and Compliance

The Groome Management team actively manages the entire operation. Our main office is in the Richmond area and our company was established there in the 1930's. If Groome is awarded the University of Alabama Birmingham contract your staff will interact with all levels of our outstanding management team.

Groome will provide proactive management with the assistance of the University in determining how and when we deliver service. We will set appropriate parameters. We will train our employees and supervise the service.

We are proud of the commitment Groome Transportation shows to our customers. UAB can be certain that we will deliver the high level of service we have given all of our other customers.

Groome Transportation is fully committed to safety. Through our regularly monitored maintenance programs our vehicles are properly equipped and our employees are well trained. Our Director of Safety conducts regularly scheduled safety meetings with mandatory attendance by all employees.

We believe that well trained drivers take pride in their performance. Pride will make them much more likely to care about their appearance at work. It will also cause them to ensure that their name is prominently displayed on their uniform and in their bus.

Professionalism and appearance dramatically affect the Groome employees are perceived by our customers. To that end we believe that it is important that:

- Our employees are in a clean, presentable uniform,
- Their shirt is tucked into their pants,
- Only shoes and belts of an approved color and style may be worn,
- Only pants in an approved color and style may be worn,
- Drivers are required to greet and thank passengers as they enter and exit the vehicle.

We make sure that each vehicle has a clean, crisp appearance every day. Vehicles are kept clean and no vehicle is placed into service with mechanical defects or any evidence of physical damage. We believe that by behaving this way Groome Transportation protects the image of the University and ourselves. It is also a source of pride and confidence for our drivers, whether they are on or off duty. They are proud to tell their friends and families that they work with us.

We ensure that these rules are followed by taking the following actions:
Hiring people with a good work ethic and training them properly.

Acknowledging the efforts made by our employees.

Observing drivers as they are clocking in for duty. If their uniform and presentation is not up to our standards, they are not allowed to punch in. They are allowed to go to their cars or homes, correct the problem and return for duty.

Our supervisors check each bus as it leaves the parking lot each day.

Supervisors look into the bus regularly to be sure the drivers' presentation and appearance hasn't changed during the day.

We will welcome any input the University may provide regarding staffing. We will however insist that we have the final say over who is selected to work with us. We do not want to inherit any bad habits from drivers we have not trained internally. Our experience has taught us that properly selecting and training drivers ourselves is far more likely to produce the level of safety and professionalism that we seek to achieve.

The schedules of our employees will be written to provide the coverage necessary to perform our assignments well. There will be adequate staffing and supervision at all times. We will cover all routes and meet all headways. Among our methods to avoid coverage problems are:

- Failure to arrive for work is grounds for dismissal.
- We will have trained full-time and part-time employees who can be called in case of coverage issues or emergencies.
- We can hold a driver from an earlier shift until a substitute driver has arrived.
- We have extensive operations in the Atlanta area, including an airport shuttle service that runs between Birmingham and Atlanta Airport. If needed, we could relocate drivers temporarily to the UAB service to cover in case of a work stoppage of some sort.

There is a strong belief in accountability that permeates our organization. This accountability comes from the top down. Our owners and management set the bar for other employees by exhibiting the type of responsibility we expect from our employees. We have found that this type of behavior is contagious.

As part of that belief in accountability our owners make themselves available to our major customers via cell phone at all times. There is not an elaborate web of employees to confront when an issue arises. You will be able to reach the decision makers in our organization any time you need us and we will respond.
Conclusion

Groome Transportation is the best choice as transit solutions provider to the University of Alabama Birmingham. Our professional employees are the best in the industry. You will have full access to our entire management team. Our service and safety records are exceptional and we seek continuous improvement.

In addition to our campus shuttle operations, Groome runs 280 trips a day to and from the busiest airport in the world, Atlanta’s Hartsfield-Jackson International Airport, 75 trips daily to the Phoenix Sky Harbor Airport under the name Arizona Shuttle, and 60 trips to the Minneapolis airport under the names Skyline Shuttle, Go Rochester Direct and CVAS. We are confident that our dedicated professional staff will deliver the same high service level to UAB.

Groome Transportation wants to be the transit provider to the University of Alabama Birmingham. We are confident that if awarded this contract we will have a long successful relationship.
In compliance with the policies of The Board of Trustees of the University of Alabama, The University of Alabama System Office, this University, and with Alabama state law, this Disclosure Statement shall be completed for all contracts, such as proposals, bids, and contracts, including consulting/professional service contracts unless otherwise exempted ("Agreements"). The Board of Trustees of The University of Alabama reserves the right to refuse to enter into or to cancel, without penalty, any contract or agreement with any entity or individual who does not provide all of the information requested below, or who makes false or incomplete disclosures.

Definitions
For the purposes of this form, the following terms shall have the following meanings:
- **"Agreement."** Any agreement, contract, memorandum of understanding, or grant document under which goods or services are to be provided by You.
- **"Family Member."** Your spouse, dependent, an adult child and his or her spouse, a parent, a spouse's parents, and a sibling and his or her spouse. The term "Dependent" shall include any person, regardless of his or her legal residence or domicile, who receives more than 50 percent of his or her support from the public official or employee or his or her spouse, or who resides with the public official or employee for more than 100 days during the reporting period.
- **"Public Official."** Any person elected to public office, whether or not that person has taken office, by vote of the people at state, county, or municipal level of government or their instrumentalities, including governmental corporations, and any person appointed to take a position at the state, county, or municipal level of government or their instrumentalities, including governmental corporations.
- **"Relationship."** Limited to familial or business in nature, or a personal relationship that the existence of which creates a Conflict of Interest or the appearance of a Conflict of Interest that would require disclosure under Board Rule 106.
- **"UAS."** The Board of Trustees of The University of Alabama, and its constituent divisions including The University of Alabama System Office, The University of Alabama, The University of Alabama at Birmingham, and The University of Alabama in Huntsville.
- **"You."** Includes, (1) the entity or individual who would be a party to the Agreement, (2) any partner, division or related business, (3) any member of your immediate family or any individual employed by You (that You know to have a direct familial relationship with a UAS employee or official or family member of a UAS employee or official).

1. **Name of Entity or Individual Completing this Form (proposed contracting party)**

   **Entity Name:** Groome Transportation of Alabama, LLC
   **Individual Name:** Brad Hugate
   **Title:** Chief Operating Officer
   **Address Line 1:** 2289 Dabney Rd.
   **City, State, Zip:** Richmond, VA 23230
   **Telephone:** (804) 222-7226

2. **UAS Entity with which you propose an Agreement? (i.e. University, College, Department, etc.)**
   University of Alabama Birmingham

3. **Describe the proposed Agreement:**
   - **Goods and services to be provided:** Campus Transportation
   - **Grant or proposal number (if applicable):** RFP 185
   - **Amount or anticipated amount:** $18,753,000
   - **Term:** 5 years

   **Is the proposed Agreement the result of a competitive or bid process?**  
   ☑ Yes  ☐ No
4. Have "You" (See definition above) previously provided goods and/or services to UAS within the current or last fiscal year? □ Yes □ No

If yes, please provide the following information for each other agreement for such goods and/or services.

Entity Providing Goods or Services:
Campus and Department:
Type of Goods/Services:
Amount Received:

Entity Providing Goods or Services:
Campus and Department:
Type of Goods/Services:
Amount Received:

If you need to provide further details on goods or services provided to UAS within the current or last fiscal year, please attach an addendum to this Disclosure Statement.

5. Did the amount of goods and/or services identified in response to Question 4 total $1,000,000 or more? □ Yes □ No

6. Do you have a relationship with a UAS employee, UAS Trustee, or Public Official who may directly or indirectly receive any benefit from the proposed Agreement or whose family member may directly or indirectly benefit? □ Yes □ No

If yes, please provide the following information for each UAS employee, Trustee, or Public Official with whom You have a Relationship.

Name of UAS employee, Trustee, or Public Official:
Campus/department where employed or position held:
Nature of relationship:
Potential Benefit:

Name of UAS employee, Trustee, or Public Official:
Campus/department where employed or position held:
Nature of relationship:
Potential Benefit:

If you need to provide further information regarding UAS employees, Trustees, or Public Officials with whom You have a Relationship and who may directly or indirectly benefit from this Agreement, please attach an addendum to this Disclosure Statement.
7. **Have any paid consultants and/or lobbyists assisted in obtaining the proposed Agreement?**
   - [ ] Yes  [x] No
   
   If yes, please provide the following information for each consultant or lobbyist:
   
   Name:
   
   Address:
   
   Name:
   
   Address:

   *If you need to provide further information regarding paid consultants and/or lobbyists utilized to obtain the proposed Agreement, please attach an addendum to this Disclosure Statement.*

8. **List any current litigation or administrative action that has been filed within the last 3 years, either state or federal, related to public or higher education construction or finance that the contractor or others associated with the firm may have against them.**

   N/A

   

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. By proposing or entering into an Agreement with UAS, I certify that no employee or official of UAS, or any of their family members or any business with which they may be associated, will receive a benefit from this contract, except as has been disclosed, in writing herein. I will promptly disclose any Relationship which may arise in the future, or any existing Relationship which may become known to me, and update this statement to disclose the same.

Signature ________________________________  Date 6/7/18
**Professional Experience:**

- Director of Business Development, First Group America, Blilox, MS
  
  November 06 – December 2009

- Senior Director of Marketing and Service, Group Transportation Support
  
  February 01 – October 2015

- Vice President of Business Development
  
  October 2015 – Present

**Education / Training:**

- Bachelor of Science, Business Administration, William Carey University, Mississippi

**Skills:**

- In-depth communication and planning
- Customer service
- Building relationships

**Areas of Expertise:**

- Marketing and sales
- Developing and maintaining customer relationships, developing new business
- Strong organizational skills, effective and efficient work pace

**Profile:**

E-mail: prowngogomtane.com

Contact: 928-443-7775
A recent survey of employees revealed that the majority of respondents felt they were not being adequately recognized for their contributions to the company. The survey also found that employees felt a lack of communication and transparency in decision-making processes.

One employee expressed concern that their hard work was not being acknowledged, stating, "I feel undervalued. My efforts are not being recognized, and I don't see any tangible results from the time and energy I put into my work."

Another employee echoed similar sentiments, saying, "I've been with the company for several years, and I feel like my contributions are not being appreciated. It's frustrating when you feel like you're not part of the team."

The management team has acknowledged these concerns and is working to improve employee recognition and communication. They have implemented a new program to recognize and reward employees for their achievements.

"We want our employees to know that their hard work is valued," said the CEO. "We are committed to creating a culture where everyone feels appreciated and supported."

The company is also planning to hold regular town hall meetings to provide updates on company initiatives and solicit feedback from employees. This will help to ensure that employees feel more connected to the company and its goals.

Employee satisfaction is a key indicator of a company's success, and the management team is committed to addressing these concerns to create a more positive work environment.
Experience:

Professional Experience:
- Temple University
- Harrisburg College

Education / Training:
- Supply Operations
- Transportation Management
- In-Depth Operations and Planning
- Information Systems
- Customer Service

Areas of Expertise:
- Partnership, Customer Relations
- Standards, Developing and Maintaining Standards, Development of Business Strategies, Customer Relations, Marketing
- Development and Maintaining Quality Standards, Marketing

Profile:

Email: Kristie.M.Holcombe@commsolutions.com
Cell: (949) 611-8655

Krisie M. Holcombe
exceeding food waste and labor goals. Weekly Web.

Stock department, Health Department inspections. Cleaning food and supplies. Meeting of
Ensuring food safety and customer service standards were met. Hire and train new employees.

Manager, Wendy's, VA
February 1994 - October 1996

Preventation, OSHA, FLSA
Empowering employee to meet guidelines. Store plan for GM employment compliance.

Assistant Manager, PV Mart, Newport News, VA
October 1999 - January 2000

Train new employees. Customer service.

with other managers to ensure that all guidelines are informed to company standards. Hire and

Operations Manager, Grocery Transportation
January 2000 - June 2005

business and overseeing production periods. Weekly and monthly reporting to owner.

supervising managers in both camps and report operations. Setting operations. Set goals for

Regional Director, Grocery Transportation
June 2005 - October 2013
• Produced for Devereau Bond on video editing format
• Worked on Production for all forms of entertainment
• Occupied in editing February 2010 – Present

Coordinate Counsel
• Review and evaluate legal and financial documents
• Provide legal advice to clients on various matters
• Prepare legal briefs and memoranda
• Field and respond to email and phone inquiries

Criminal Transcription
2007 – Present

EMPLOYMENT

Director of Legal and Administrative Services
November 2009 – July 2010

• Responsible for managing all aspects of the legal department
• Oversee the administrative staff
• Manage the budget and resources of the department

EDUCATION

1996 – 1999 University of Colorado

PROFILE

KIMBERLY RICHARDSON
EMAIL: KRICHAEDRICH@GMAIL.COM
GOOQLE TRANSPORTATION > 278 DIXIE RD > RICHMOND, VA 22276 PHONE: 804-721-7235
Town of West Palm

- Enforce any necessary rules and policies for the department.

Investigate

- Conduct investigations and reports of charge or crime.

Correction

- Provide correction officers with adequate training and supervision.

Investigation

- Conduct investigations and reports of charge or crime.

Correction

- Provide correction officers with adequate training and supervision.
<table>
<thead>
<tr>
<th>Job Responsibilities</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Understand and implement the company's strategic objectives and ensure all employees are aligned with them.</td>
</tr>
<tr>
<td>2. Establish and maintain a high level of customer service and ensure all employees are providing exceptional service.</td>
</tr>
<tr>
<td>3. Ensure that all employees are trained on the company's products and services.</td>
</tr>
<tr>
<td>4. Oversee the operation, development, and implementation of the company's projects.</td>
</tr>
<tr>
<td>5. Conduct regular reviews and evaluations of all employees to ensure they are meeting performance standards.</td>
</tr>
<tr>
<td>6. Establish and maintain a positive and productive work environment.</td>
</tr>
<tr>
<td>7. Provide feedback and guidance to all employees to help them achieve their goals.</td>
</tr>
<tr>
<td>8. Ensure that all employees are aware of the company's policies and procedures.</td>
</tr>
</tbody>
</table>

Additional Skills: |
- Strong leadership and management skills |
- Excellent communication and interpersonal skills |
- Ability to motivate and inspire employees |
- ability to work well under pressure |
- Strong analytical and problem-solving skills |

Education and Experience: |
- Bachelor's degree in business administration or a related field |
- Minimum of 5 years of experience in a managerial position |
- Experience in the specific industry is preferred |

Location: |
- Remote (flexible schedule) |
- Must be available to work during all hours of operation but does not exceed 70 hours per week |

Department/Group: |
- Operations |
- Team Leader |

Job Type: |
- Full Time |
- Experienced |
- Department: All Operations |

Contact: |
- [email protected] |
- (555) 555-5555 |

Salary Range: |
- $75,000 - $100,000 |

Benefits: |
- Health insurance |
- 401(k) plan |
- Vacation and sick days |
- Company-issued laptop |
- Professional development opportunities
**Date/Time:** June 14, 2018  
**Email:** info@groove.com  
**Phone:** 555-1234

---

| **Position:** Office Manager  
**Education:** Bachelor's Degree  
**Experience:** 5 years  
| **Responsibilities:**  
- Manage and maintain office operations efficiently and effectively.  
- Ensure all office equipment and supplies are in good working order.  
- Coordinate office moves and renovations, as needed.  
- Maintain accurate records and files for all office-related matters.  
- Act as a point of contact for visitors and vendors.  
- Assist in the recruitment and hiring process for office staff.  
- Monitor office expenses and budget, ensuring adherence to company guidelines.  
- Oversee the maintenance and security of the office premises.  
- Supervise and train office staff on administrative tasks.  
- Ensure compliance with company policies, legal requirements, and best practices.  

---

**Qualifications and Education Requirements:**  
- Bachelor's Degree in Business Administration or a related field.  
- Minimum of 5 years of experience in an administrative role.  
- Strong organizational and leadership skills.  
- Ability to manage multiple tasks and projects simultaneously.  
- Proficiency in Microsoft Office Suite, particularly Excel and Word.  
- Excellent communication skills, both verbal and written.  
- Knowledge of HR practices and policies.  
- Familiarity with office management software and systems.  
- Demonstrated ability to handle sensitive information with confidentiality.  
- Basic knowledge of GDPR and data protection regulations.
Role and Responsibilities

<table>
<thead>
<tr>
<th>Task</th>
<th>Explanation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Assist in the preparation and review of operational reports.</td>
</tr>
<tr>
<td>2.</td>
<td>Monitor and ensure the smooth operation of all systems.</td>
</tr>
<tr>
<td>3.</td>
<td>Conduct regular audits of operational processes.</td>
</tr>
<tr>
<td>4.</td>
<td>Ensure compliance with all regulatory requirements.</td>
</tr>
<tr>
<td>5.</td>
<td>Maintain and update operational manuals and procedures.</td>
</tr>
<tr>
<td>6.</td>
<td>Oversee the implementation of new operational strategies.</td>
</tr>
<tr>
<td>7.</td>
<td>Collaborate with other departments to ensure smooth operations.</td>
</tr>
<tr>
<td>8.</td>
<td>Manage the allocation of resources to meet operational needs.</td>
</tr>
<tr>
<td>9.</td>
<td>Ensure the timely and accurate completion of operational tasks.</td>
</tr>
<tr>
<td>10.</td>
<td>Support the development of new operational procedures.</td>
</tr>
<tr>
<td>11.</td>
<td>Coordinate with external stakeholders to ensure operational objectives are met.</td>
</tr>
<tr>
<td>12.</td>
<td>Participate in the development of operational policies and procedures.</td>
</tr>
</tbody>
</table>

Note: The above tasks are illustrative and may vary based on specific operational responsibilities.
<table>
<thead>
<tr>
<th>Date/Time</th>
<th>Name</th>
<th>Telephone</th>
</tr>
</thead>
<tbody>
<tr>
<td>June 14, 2018</td>
<td>John Doe</td>
<td>123-456-7890</td>
</tr>
</tbody>
</table>

**Preferred Skills:**
- Customer service: Ability to manage a team and deliver exceptional service.
- Ability to plan ahead and predict service needs.

**Preferred Education:**
- Minimum of 2-year Associate Degree and/or years of transportation or logistics management experience.
<table>
<thead>
<tr>
<th>Preferred Skills</th>
<th>Customer Service: Ability to drive safely. Ability to work with others in maintaining integrity of transportation system.</th>
</tr>
</thead>
</table>

**QUALIFICATIONS AND EDUCATION REQUIREMENTS**

- **5 Years** experience in Logistics/Transportation
- **3 Years** experience in Customer Service/Call Center
- **High School Diploma or GED**

**JOB RESPONSIBILITIES**

- **Full Time or Part Time:**
  - **Full Time:** 50-55 hours per week
  - **Part Time:** 25-30 hours per week

- **Report To:**
  - **Supervisor:**
  - **Manager:**
  - **Director:**

- **Education/Experience:**
  - **High School Diploma or GED:**
  - **College Degree:**

- **Location:**
  - **Pittsburgh, PA:**
  - **Cleveland, OH:**
  - **Other:**

- **Department/Group:**
  - **Logistics:**
  - **Customer Service:**

- **Job Title:**
  - **Dispatcher:**
  - **Driver:**

---

**GROOVE**
### Qualifications and Education Requirements

- **Education and Training:**
  - Bachelor's degree in Business Administration or related field.
  - A minimum of 3 years of experience in a similar role.

- **Experience:**
  - Strong leadership skills.
  - Ability to manage and prioritize projects.
  - Experience with performance management systems.

### Role and Responsibilities

- **Position Title:**
  - Director of Operations

- **Department:**
  - Facilities Management

- **Location:**
  - Irvine, California

- **Responsibilities:**
  - Develop and implement operational strategies to achieve business objectives.
  - Oversee the day-to-day operations of the department.
  - Manage a team of operations managers and supervisors.
  - Ensure compliance with all relevant regulations and standards.
  - Collaborate with cross-functional teams to address operational challenges.

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**Note:** The document contains a table with rows and columns, but the specific details are not legible in the image. The table appears to be related to qualifications and specific responsibilities.
Groome Transportation Reference List

Groome Transportation maintains an outstanding relationship with all of our customers. Below is a list of customers to whom we provide service comparable to the services required in this contract.

**Georgia Institute of Technology**
Sherry Davidson
Sr. Director, Parking and Transportation
828 W. Peachtree St.
Atlanta, GA 30332
404-894-6080
sherry.davidson@pts.gatech.edu

Groome Transportation has a fleet of 8 trolleys, 14 Glaval Apollo buses and 3 Freightliner buses at GA Tech. We have provided service to this campus in midtown Atlanta since January 2010. We have worked closely with GA Tech to increase and improve the services that are offered to their students. For example, we made changes to a route that the students had been requesting for quite some time. We started up the “Midnight Rambler” service which serves the campus from 10 PM until 3:30 AM. Once this service was started, it was so popular that we had to add a second trolley to the route. The route to Emory University became so utilized due to our on-time performance and customer service that we had to add a larger bus to the route. We also added two additional buses this spring in order to better accommodate requests for charters and special services. Our drivers are professional, well-groomed and exhibit a high level of safety and customer service.

**University of Texas Health Science Center**
Charlie Figari
The University of Texas
Health Science Center at Houston
Auxiliary Enterprises
7779 Knight Rd.
Houston TX 77054
713-500-8402
charlesafigari@uth.tmc.edu
Groome Transportation partnered with UT Health in August 2011. We had the service up and running, including the hiring and training of drivers, procurement of temporary vehicles, and recruitment of a manager by August 15, when we began service. Since then, we have received recognition from the University for our outstanding customer service. One of our drivers received the first compliment the University has ever received for shuttle services. We are striving every day to continue to provide that high level of service and to receive further compliments from the faculty, students and staff of the University.

University of Houston
Robert Browand
Director, Parking and Transportation
3874 Holman St.
Suite C
Houston, TX 77004
832-842-5750
rbrowand@uh.edu

Groome Transportation began providing transportation services at the University of Houston in January 2013. We also had this contract up and running with a temporary fleet in less than 30 days. The University has been very pleased with our services and has added buses and routes since the start of our contract. We began providing service to the Sugarland campus in January 2014. We have a fleet of 20 buses at UH.
<table>
<thead>
<tr>
<th>DATE</th>
<th>ACTIVITY</th>
<th>RESPONSIBLE</th>
<th>COMPLETION DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>June 22, 2018</td>
<td>Proposals Due</td>
<td>Kristie Holcombe</td>
<td></td>
</tr>
<tr>
<td></td>
<td>University issues Intent to Award Letter</td>
<td>University Personnel</td>
<td></td>
</tr>
<tr>
<td>Upon contract</td>
<td>Vehicles ordered</td>
<td>Vince Groome/Paul Benigno</td>
<td></td>
</tr>
<tr>
<td>signing Done</td>
<td>Occupational Med Clinic and drug testing set up</td>
<td>Kristie Holcombe</td>
<td>Done - Workplace at UAB</td>
</tr>
<tr>
<td>October 15, 2019</td>
<td>Begin running employment ads</td>
<td>Kristie Holcombe</td>
<td></td>
</tr>
<tr>
<td>October 28, 2019</td>
<td>Ms. Holcombe arrives on campus</td>
<td>Kristie Holcombe</td>
<td></td>
</tr>
<tr>
<td>October 29, 2019</td>
<td>Ms. Holcombe meets with University personnel</td>
<td>Kristie Holcombe</td>
<td></td>
</tr>
<tr>
<td>November 1, 2019</td>
<td>Begin interviewing drivers and management candidates</td>
<td>Kristie Holcombe</td>
<td></td>
</tr>
<tr>
<td>November 15, 2019</td>
<td>Selection of Management Candidate</td>
<td>Kristie Holcombe</td>
<td></td>
</tr>
<tr>
<td>November 18, 2019</td>
<td>New fleet arrives from factory</td>
<td>Vince Groome</td>
<td></td>
</tr>
<tr>
<td>November 18, 2019</td>
<td>Inspection of new fleet begins</td>
<td>Kristie Holcombe, Manager</td>
<td></td>
</tr>
<tr>
<td>November 21, 2019</td>
<td>Begin installing equipment (GPS, WiFi, etc.) in new fleet</td>
<td>Kristie Holcombe, Manager</td>
<td></td>
</tr>
<tr>
<td>November 21, 2019</td>
<td>Begin installing graphics</td>
<td>Kristie Holcombe, Manager</td>
<td></td>
</tr>
<tr>
<td>December 2, 2019</td>
<td>Begin training Manager</td>
<td>Kristie Holcombe</td>
<td></td>
</tr>
<tr>
<td>December 2, 2019</td>
<td>Begin training drivers</td>
<td>Kristie Holcombe</td>
<td></td>
</tr>
<tr>
<td>December 13, 2019</td>
<td>Complete selection of drivers</td>
<td>Kristie Holcombe</td>
<td></td>
</tr>
<tr>
<td>December 20, 2019</td>
<td>Fleet is ready for service</td>
<td>Kristie Holcombe, Manager</td>
<td></td>
</tr>
<tr>
<td>December 20, 2019</td>
<td>Customer Service and Safety training</td>
<td>Kimberly Richardson</td>
<td></td>
</tr>
<tr>
<td>December 20, 2019</td>
<td>Complete Driver training</td>
<td>Kristie Holcombe, Manager</td>
<td></td>
</tr>
<tr>
<td>January 1, 2020</td>
<td>Begin full service on first day of classes</td>
<td>Kristie Holcombe, Manager</td>
<td></td>
</tr>
</tbody>
</table>
Groome Transportation has designed a proprietary customer service training plan for our employees. In addition to topics such as Conflict Resolution, ADA compliance, and Incident Reporting, we will be happy to include any university-specific information that you would like to disseminate to our employees. A copy of our initial Customer Service Training plan is below. Groome Transportation typically completes customer service training prior to the beginning of each semester. In addition to the initial training, we have developed refresher courses and remedial courses to use as needed.

GROOME TRANSPORTATION CUSTOMER SERVICE PLAN

Philosophy of Customer Service

Providing excellent customer service goes beyond operating well maintained vehicles and having friendly and courteous employees. It is the goal of Groome Transportation to provide a service that not only meets the physical need for transportation, but also the emotional need to feel safe and respected while traveling in a Groome operated vehicle. Groome Transportation believes that customer service is twofold: External (customers) and Internal (employees). Exemplary service begins with employees who have been well trained and are happy in their roles. The service standards and service guidelines are the tools we use to enable each employee to give exemplary service. Any employee not providing the expected level of customer service will be removed from service. The University has the right to request that any driver be removed from service for any reason and Groome Transportation will comply with that request.

Service Standards

1. Safety - The safety of Groome Transportation employees and customers is of the utmost importance. At Groome Transportation we believe that “Safety” is the highest form of customer service.
2. Courtesy – Behaviors used to insure that Groome Transportation employees respect the individuality of all customers.
3. Efficiency – Provides for the smooth operation of all routes and schedules
4. Experience – Every point of contact that represents Groome Transportation, or any organization it services, should provide a positive experience. This not only includes the physical environment of the vehicles and facilities, but also the attitudes and appearance of Groome Transportation employees.
Service Guidelines

A set of behaviors used to ensure that all customers are receiving the highest level of service.

1. Make eye contact; smile
2. Greet and welcome customers
3. Seek out customer contact
4. Provide immediate service
5. Display appropriate body language and tone of voice

We hope and strive never to have customer disputes, but they do occur even in the best-run operations. Through the customer service training outlined below, we instill B.E.S.T. practices in all of our employees, from the General Manager all the way to the bus washer. Conflict resolution and customer dispute resolution are taught during customer service training sessions. If a customer has an issue with a driver or another employee, the employees are instructed to try to defuse the situation. If it is an issue that the employee does not feel he can handle, it is referred to his immediate supervisor. In most cases, the situation can be resolved at this level. If for some reason, it cannot be resolved, any driver, supervisor, or manager can reach Ms. Holcombe at any time of the day or night. Ms. Holcombe will contact the customer right away, take the information from the customer and investigate the situation. The customer can generally expect a call back within a few hours. If at any time Ms. Holcombe is unable to resolve a situation to the customer’s satisfaction, she is able to contact Vince or Chris immediately.

Customer Service Training

The purpose of training is to teach new employees the Service Standards and Guidelines and provide existing drivers with educational opportunities that will improve customer relations and employee morale. New to our training topics is the copyrighted SMILE! training program. This program lays out five service values that apply to any and all situations a provider may encounter.
New employee training

1. Orientation
   a. Service Standards
   b. Service Guidelines
   c. Appearance
   d. Conflict Resolution

Existing Drivers

1. Biannual Training Meetings
   a. Employee Recognition
   b. Equipment upgrades/changes
   c. Policy and Procedure reinforcement/changes
   d. Safety topics

Conflict Resolution

Groome Transportation defines a conflict as any time a customer’s requirements for a given travel or service request have not been met. These requirements may include but, are not limited to, not meeting on time pickup and delivery schedules, passenger security and safety issues, driver appearance and conduct standards, and internal miscommunication.

Company Policy

Groome Transportation is committed to continually improving the quality of the service we provide. An important part of our continual improvement effort is recording each event, and then taking corrective measures to ensure a similar event does not reoccur.

Driver reports incident to Driver Supervisor

Driver Supervisor is responsible for recording the event on the appropriate form with the following information:

e. Date
f. Time of incident
g. Location on/off campus
h. Customer name and phone number
i. Driver name and phone number
j. Bus number
k. Description of incident
l. Witnesses or others involved
m. Incident resolution
n. Changes to be implemented

General Manager reviews the incident to ensure that the standards of the University and Groome Transportation are upheld. General Manager also follows up with customer and University personnel as appropriate.

Methods for Handling Complaints:

If the complaint is reported to a driver, the driver contacts his immediate supervisor. If the complaint is registered with a management person or supervisor, that person will investigate the event. If the event is a serious violation, the general manager will be informed immediately. The complaint will be addressed by a member of management as quickly as possible. If there is a problem with a driver or another employee, the appropriate action will be taken, up to and including removing the employee from service. The incident will be documented as outlined above. Of course, the most important factor is to make sure that the same type of incident does not reoccur. Additional training and observation will be administered if warranted.

Practical Guidelines for conflict resolution

Friendly Greeting

Active Listening

Ask Questions

a. Elementary questions capture the basic facts
b. Elaborative questions gather more details
c. Evaluative questions help gain understanding of the severity of the issue
d. Empathize
e. Address the Issue
f. Test Questions determine how well the issue was resolved
g. Offer additional help
Americans with Disabilities Act Requirements

As a private provider of public transportation, Groome Transportation willingly provides equivalent service to all individuals regardless of any disabilities he or she may have. Vehicles will be equipped with ramps or lifts to accommodate disabled passengers. Groome Transportation subscribes to a service that alerts us whenever a change is made to the ADA regulations. This helps us to keep our employees informed and up-to-date on all policies and procedures related to the ADA. All drivers of wheelchair-accessible vehicles also receive hands-on training on strapping in the wheelchairs as well as sensitivity training to make sure that both they and their passengers are comfortable during the process of securing the wheelchair. ADA requirements are discussed in safety meetings and one-on-one with drivers as needed.

Driver training

Service animals

Operating accessibility equipment on vans/buses

Providing assistance

1. Verbal
2. Physical

Service Schedules

A measurement of Groome Transportation's overall quality of customer service is our ability to pick up and deliver on time according to our customers' schedules and specifications, in addition to adjusting schedules based on changes in demand. We currently run more than 200 trips daily to and from the Atlanta Airport, from offices as far as 120 miles away, in many cases without reservations. This requires us to be extremely flexible and ready at all times to make adjustments based on customer demand. Although we use historical data to predict patterns and plan for fluctuations in customer demand, we must always be ready to serve the unexpected customer. Our business has thrived on our reputation for on-time service and the flexibility to meet the demands of the ever-changing needs of our passengers.
Routes and Schedules

Driver Supervisor will make daily observations of scheduled routes reporting any necessary adjustments to the University personnel as well as the Groome Operations Manager.

Driver Supervisor will also report any and all incidents involving passengers, drivers and/or passersby affecting the level of service provided. This report will be in writing and submitted to University Administration and the Groome Operations Manager.

The Groome Operations Manager will meet with the appropriate representatives of the University to discuss any necessary adjustments.

Said adjustments will be implemented.

Late Pickup and Delivery Guidelines

In the event that a scheduled stop cannot be met, drivers are to notify their immediate supervisor or other responsible Groome Transportation official as soon as possible. Timely reporting of delays is essential so the company can take appropriate corrective action or reassign the trip.

Drivers are expected to provide the following information: current location, reason for delay, current hours of service status (for DOT purposes), and estimated time of arrival. A written report must be submitted upon the drivers return to the facility.

Quality Assurance

It is the belief of Groome Transportation that in order to maintain high levels of customer satisfaction, we must stay in touch with the needs of our customers. The Groome Transportation management team will be available to discuss all concerns with University personnel, faculty, staff and students.

All issues are brought to the attention of the drivers and are discussed in the weekly mini-safety meetings. Drivers who do an outstanding job are commended and thanked at the same meetings in front of their peers. Public thanks and commendations go a long way toward keeping morale
up and it also makes other drivers want the same commendations, thereby improving customer service overall.

Groome Transportation welcomes input from our customers regarding their expectations for customer service. Staff members are invited to attend our customer service training programs, which are held between semesters at every university that we serve. We feel that this really helps us to build a culture of teamwork and cooperation between our drivers and our customers. It is good for the drivers and supervisors to receive compliments directly from University personnel. It also helps the drivers to realize how seriously both Groome Transportation and the University take customer service. Whenever an employee goes over and beyond what we would consider their normal duties to assist a passenger, we reward them with public recognition. This helps to keep morale high and we find that happy employees provide better customer service.

Supervisors are required to directly observe the drivers and to turn in observation reports so we can take action on any deficiencies.

Groome Transportation will provide a more detailed Customer Service Plan to the University for review if required to do so.

Every employee is required to sign the following document at the completion of their customer service training and they are given a card outlining our B.E.S.T. (Building Excellent Service Together) service standards to keep in their wallet for easy referral.
Customer Service Promise

I have read and understand the B.E.S.T. customer service guidelines and will strive to provide our customers with the highest degree of service. I have had the opportunity to discuss and/or received specific training with regard to the guideline components and agree to uphold them to the best of my ability. I have been encouraged to bring forth suggestions and ideas to help us serve our customers more effectively and efficiently.

__________________________  ______________________
Employee Signature          Date

__________________________  ______________________
Supervisor/Manager Signature Date
Incident Report

This report is to be filled out completely whenever there is an incident that has a direct effect on a customer. The Driver Supervisor is to fill out the report and turn it in to the General Manager for follow up.

<table>
<thead>
<tr>
<th>Date of Incident:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Time of Incident:</td>
</tr>
<tr>
<td>Location on or off campus:</td>
</tr>
<tr>
<td>Customer name:</td>
</tr>
<tr>
<td>Customer telephone:</td>
</tr>
<tr>
<td>Driver name:</td>
</tr>
<tr>
<td>Driver telephone:</td>
</tr>
<tr>
<td>Bus number:</td>
</tr>
<tr>
<td>Description of incident:</td>
</tr>
</tbody>
</table>

| Witness or others involved: |

| Incident resolution: |

GROOME transportation
SMILE! Is a program about attitude for frontline customer service professionals, their supervisors and managers. The initial training includes a DVD, discussion and a quiz. Follow up training includes a review of the principles introduced in the DVD through use of the outline below.

I. What makes an experience good or bad?
   A. Supreme Court Justice Potter Stewart once said he couldn’t define obscenity, but he knew it when he saw it.
   B. Failed service examples
      1. Why did you fail?
      2. What was the customer’s response?
      3. How did you feel after the experience?
   C. Excellent service examples
      1. Why did you do it?
      2. What was the customer’s response?
      3. How did you feel after the experience?

II. Attitude Adjustments
   A. Service from the inside out
      1. Meaning
      2. Choices
      3. Values
   B. Sincerity
      1. What does it mean?
      2. How do you show it?
         a. Colleagues
         b. Customers
         c. Boss
         d. Family
   C. Motivation
      1. What does it mean?
      2. What motivates you at work?
3. What motivates you at home?

D. Integrity
1. Author Donald A. Adams says to give real service, you must add something which cannot be bought or measured with money and that is sincerity and integrity.
2. What does integrity mean?
3. Do you have integrity?
4. Does your office exhibit integrity?
5. If you don’t have it in your personal life, you won’t have it at work.
6. How can you begin to demonstrate it on the job?

E. Laughter
1. Other words for laughter
2. What do you love about laughter?
3. What happens when people take themselves too seriously?
4. Would it make a difference if you had more humor and laughter at work?
   a. How?
   b. What would you have to do to achieve it?

F. Enthusiasm
1. Author H.W. Arnold says the worst bankrupt in the world is the person who has lost his enthusiasm.
2. What does enthusiasm mean?
3. What happens when you feel enthusiastic about your work?
4. What would it take for you to feel enthusiastic about work?

III. Now What?
A. SMILE! Team assessment
1. Anchors and reinforces what we learned
2. Transfers the behaviors back to the job
3. Rates where we currently are and where we want to be

B. Managers & Supervisors
1. Challenging roles
2. Especially important to use the SMILE! Principles
3. Opportunity to practice and model the principles
Groome Transportation Driver Training Program

Drivers, Supervisors, and mechanics that are hired to work on this campus transit system will receive the following training:

1. University Specific
   All drivers will undergo a training program that is specific to the university and developed in conjunction with University personnel.

2. Pre Hire Check List
   All drivers will be interviewed by the Operations Manager. This individual will be trained in Behavioral Interviewing, which is designed to assist them in making the best hiring decisions possible.
   a. Review Motor Vehicle Record
   b. Review Application
      i. Interview
      ii. Stability/Dependability
      iii. Criminal History
   c. Background Check
   d. Pre-Work Physical Screening
   e. DOT Physical
   f. Pre-Employment Drug Test

3. Road Test
   Each driver will receive behind the wheel training and evaluation with a qualified supervisor or driver trainer as required. All driver trainers will be trained in Smith System Defensive Driving. The drivers will be trained to improve their overall ability as a driver, the proper methods of using and adjustment of mirrors, methods for safe backing and proper procedures for loading and unloading passengers. As part of our behind the wheel training, ADA training is finalized. This is the opportunity for the trainee to use the wheelchair lift and a wheelchair to assist the trainer or fellow trainee on the bus. It allows the driver to become familiar with the lift and how it reacts when loaded, the proper methods for securing the chair, and buckling procedures. The sensitivity training comes into effect through the entire process, but is reinforced when the driver changes roles and sees the process from the wheelchair, and is transported with the lift.
4. Classroom Instruction

Categories include: passenger relations, customer service, conflict resolution, accident reporting and safety procedures, ADA procedures and sensitivity training, and communications protocol, schedules, routes, and operations requirements that are specific to the university. Our Certified Smith System trainer will conduct this training with the assistance of our Operations Manager and Campus General Manager.

All drivers will also receive training on Communications Protocol, Schedules, Routes, and other University specific Operations Requirements.

5. Route Training

Each driver will receive behind the wheel training on the specific routes he or she will be driving as well as other select routes to operate as a backup. No driver will be permitted to drive students without a trainer or supervisor until he/she knows the route. Documentation of Route Training will be placed in the drivers' files. These records will be made available to the University upon request. Vehicle operators will be trained in all operational procedures relating to the system, in particular the unique characteristics of the campus and the related traffic patterns.

Driver Evaluations

Each new driver will receive an evaluation at the end of the training period. The drivers are tested on:

1. General Knowledge
2. Passenger Transport
3. Air Brake Check
4. ADA procedures

No driver will be permitted to drive unless a minimum rating of "satisfactory" (70%) is achieved. In addition, each driver receives another evaluation after 21 days on the job to make sure that he is complying with all rules and regulations, giving outstanding customer service, and driving safely. This evaluation is part of our standard new-hire paperwork.

6. Safety Meetings

Groome Transportation conducts safety meetings at the beginning of every semester. Topics that are discussed at every safety meeting include customer service and accident reporting procedures. Additional topics that
we have covered in the past include proper backing, proper lifting techniques, tire safety, and pre-trip inspections. Our program can be specifically tailored to meet the needs of the University and to discuss topics that are pertinent to driving in a campus setting. These meetings are conducted by our Safety Director or Assistant Safety Director, both of whom are Smith System Certified. Attendance at these meetings is mandatory and the location manager is required to conduct makeup classes for those who are unable to attend for some reason.

7. Program Requirements
Groome Transportation will provide a training program specific to the university and the surrounding area and developed in conjunction with University personnel. Each driver will be tested at the conclusion of her training period and no driver will be permitted to drive on campus if she achieves a score of less than 70%. Test scores will be provided to the university upon request.

8. Driver Trainers
Driver trainers will be identified by the Operations Manager and Assistant Safety Director. The selection of driver trainers will be based on experience, temperament, and ability to effectively demonstrate the methods and procedures we put in place.

Training sessions are conducted to include feedback from members of the staff, faculty and student body. We welcome the opportunity to use this feedback to improve our service and we feel that the presence of University personnel at our meetings gives our drivers and added feeling of teamwork with the University. Meetings are held during semester breaks and include Customer Service, with segments for both new employees and a refresher for those who have already completed the training; safety and accident reporting; and University Specific Operations and Service Requirements.

We believe that every employee represents our company to someone and can therefore have a positive or negative effect on that person’s view of us. It is important that we are also aware that our behaviors reflect on our customers as well.

Among the ways we try to ensure that we are a source of pride to our customers is the thorough manner in which we train the members of our team. The Driver Training Program shown above and the Customer Service Program combine to address most of the behaviors we seek from our employees. We also seek to provide an environment in which our employees treat one another well.
ADA Sensitivity

- Always treat each customer with courtesy and respect.
- When ladies are part of the customer's personal space, do not lean on them.
- Do not touch the customer or move their wheelchair without their permission first.
- Speak clearly and calmly and always let them know step by step what you are doing.
Groome Transportation Hiring Procedures

All Groome Transportation drivers must be 25 years of age at a minimum. A clean background check is required. We will not offer a position to anyone who has ever been convicted of DUI or with any type of drug, violent crime, domestic abuse or weapons offense conviction. We check the MVR of every driver twice per year and anyone who has received a moving violation since the last review will receive at minimum a warning letter and up to and including termination depending upon the offense.

Every viable applicant undergoes a rigorous series of interviews and testing prior to being offered a position with Groome Transportation.

The applicant must complete an application which contains at a minimum ten years of unbroken employment history for a CDL driver and three years for a non-CDL driver. Any gaps in employment must be explained, and we prefer not to hire job-hoppers who have unstable work histories.

Once the application is completed it is reviewed by the manager. If the decision is made to grant an interview an appointment will be made for the interview. All Groome Transportation managers receive training in Behavioral Interviewing, which assists in determining future performance based on past behaviors. A specific set of question is used for each position in the company to ensure consistency throughout.

If the applicant successfully passes the interview, a background check will be run. This is comprised of a Social Security Number trace, criminal index all states, check of the National Sex Offender Database and MVR. In addition, e-Verify is used to confirm employment eligibility at the time of hire.

Once the background check has been completed and reviewed, the manager determines whether or not to continue with the hiring process. If the determination is made to offer a position, the prospective employee is then required to pass two physicals. The first physical is a pre-work screening that measures the prospective employee’s ability to perform the functions of the position. We developed this screening with the assistance of a sports medicine clinic who observed our drivers and measured things like grip strength required, ability to lift and the average height of the steps that a driver would be required to climb. We feel that the ability to pass this screening demonstrates that our employees are capable of assisting passengers in case of an emergency.

The second physical is the DOT physical. These requirements are mandated by the Department of Transportation. A driver can receive a 3-month, 6-month, one year or two year DOT card depending upon how they fit the criteria laid out by the DOT. Groome
Transportation management feels that for the safety of our passengers, we do not want to accept a 3-month or 6-month card, so all of our drivers are required to receive a one- or two-year card.

All prospective employees are also required to pass a pre-employment drug test. All safety-sensitive employees are also subject to random, post-accident and reasonable suspicion drug and alcohol testing.

Once the applicant successfully completes all of these screenings, they must complete a DOT driver qualification file which is then examined by our VP of Operations for completeness and accuracy. She has the final approval of all drivers. No drivers may drive until she has approved them.
SAFETY PROGRAM

PHYSICAL EXAMINATIONS, ALCOHOL AND CONTROLLED SUBSTANCE TESTING

Employees will be required to pass a DOT physical examination, random, reasonable suspicion and post-accident alcohol and controlled substance testing during employment. All drivers will be required to pass a DOT physical and controlled substance testing before performing any safety sensitive functions. All drivers and supervisors, including dispatchers, starters and customer service agents will be subject to controlled substance testing and alcohol screening on a random basis; following an accident; or for reasonable cause. All required physical examinations and controlled substance and alcohol testing will be paid for by Groome Transportation and be performed at facilities designated by Groome Transportation. The initial DOT physical is paid for by the prospective employee. The cost will be reimbursed upon the completion of six (6) months of employment. All drivers must obtain at least a one-year DOT card in order to be eligible to drive. No reimbursement will be made to anyone who receives a 3-month or 6-month card or fails the physical. Employees may be reimbursed the full amount of their DOT physical if the employee is terminated due to a lack of work and/or company downsizing prior to the 6 month minimum requirement stated above.

A recertification physical may be required upon return to work from an absence due to illness, depending upon the nature and severity of the illness.

Drivers are an extremely valuable resource for Groome Transportation’s business. Their health and safety is a serious Company concern. Overall employee health is very important, as hypertension, diabetes, of sleep apnea could prevent a driver from obtaining a DOT card. We encourage all employees to eat healthy meals, exercise regularly and get plenty of sleep. Drug or alcohol use may pose a serious threat to driver health and safety. It is, therefore, the policy of the Company to prevent substance use or abuse from having an adverse effect on our drivers and customers. The Company maintains that the work environment is safer and more productive without the presence of alcohol, illegal or inappropriate drugs in the body or on Company property. Furthermore, drivers have a right to work in an alcohol and drug-free environment and to work with drivers free from the effects of alcohol and drugs. Drivers who abuse alcohol or use drugs are a danger to themselves, their coworkers and the Company’s assets.

The adverse impact of substance abuse by drivers has been recognized by the federal government. The FHWA has issued regulations which require the Company to implement a controlled substance testing program. The Company will comply with these regulations and is committed to maintaining a drug-free workplace. All drivers are advised that remaining drug-free and medically qualified to drive are conditions of continued employment with the Company.

Specifically, it is the policy of the Company that the use, sale, purchase, transfer, possession or presence in one’s system of any controlled substance (except medically prescribed drugs) by any driver while on Company premises, engaged in Company business, while operating Company equipment, or while under the authority of the Company is strictly prohibited. FHWA states that mandatory testing must apply to every person who operates a commercial motor vehicle in
interstate or intrastate commerce and is subject to the CDL licensing requirement.

The execution and enforcement of this policy will follow set procedures to screen body fluids (urinalysis or saliva), conduct breath testing, and/or search all driver applicants for alcohol and drug use, and those drivers suspected of violating this policy who are involved in a DOT-Reportable or non-reportable accident or who are periodically or randomly selected pursuant to these procedures. These procedures are designed not only to detect violations of this policy, but to ensure fairness to each driver. Every effort will be made to maintain dignity of drivers or driver applicants involved. Disciplinary action will, however, be taken as necessary.

Groome Transportation does not accept proof of completion of a drug and alcohol return-to-work program from employees or applicants.

Neither this policy nor any of its terms are intended to create a contract of employment or to contain the terms of any contract of employment. The Company retains the sole right to change, amend or modify any term or provision of this policy.

Alcohol Prohibitions

The alcohol rule prohibits any alcohol misuse that could affect performance of a safety-sensitive function*. The violation of any of the following regulations will result in the immediate termination:

1. Use of drugs or alcohol while performing safety-sensitive functions.
2. Use of drugs or alcohol during 4 hours before performing safety-sensitive functions.
3. Reporting for duty or remaining on duty to perform safety-sensitive functions with an alcohol concentration of greater than 0.02.
4. Possession of alcohol, unless the alcohol is manifested and transported as part of a shipment or baggage. This includes the possession of medicines containing alcohol (prescription or over-the-counter), unless the packing seal is unbroken.
5. Use during 8 hours following an accident, or until he/she undergoes a post-accident test.
6. Refusal to take a required test.

*NOTE: A safety-sensitive function is defined as, “all time from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work”. Safety-sensitive functions shall include:

- All time spent at the driving controls of a commercial motor vehicle in operation.
- All time loading or unloading a vehicle, supervising, or assisting in the loading and unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded.
- All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.
**Controlled Substance Prohibition**

The regulations prohibit any drug use that could affect performance of safety-sensitive functions. Violation of the following regulations will result in immediate termination:

1. Use of any drug, except by doctor’s prescription, and then only if the doctor has advised the driver that the drug will not adversely affect the driver’s ability to safely operate a Company vehicle. There is no exception for controlled substances, even with a written prescription from a doctor.
2. Testing positive for controlled substances.
3. Refusing to take a required test. Refusing to take a drug test includes leaving a testing facility prior to completion of a drug test.

**Applicant Testing**

All driver applicants will be required to submit to and pass a urine drug test as a condition of employment. Offers of employment are made contingent upon passing the Company’s medical review, including the controlled substance test. Driver applicants who have received firm offers are to be cautioned against giving notice at their current place of employment, or incurring any costs associated with accepting employment with Groome Transportation until after medical clearance has been received. Under no circumstances may a driver perform a safety-sensitive function until a confirmed negative result is received. All employees, except for those who are not in safety-sensitive functions such as clerical staff, bus washers, managers or executives who have been employed for more than 30 days are subject to random drug testing.

All applicants who have been offered a position as a driver will be subject to post-offer, pre-employment screening in addition to the DOT physical. This screening has been certified as representative of actual job functions of a Groome Transportation driver. This screening is done on a pass/fail basis. Anyone who fails this physical will be ineligible for employment and any offer of employment will be withdrawn. Prospective employees will be sent for this screening prior to the DOT physical so as not to incur any additional expenses for the applicant. Groome Transportation will pay for this testing whether the employee passes or fails.

**Suspicion-Based Testing**

If an employee is having work performance problems or displaying behavior that may be alcohol or drug-related, or is otherwise demonstrating conduct that may be in violation of this Policy where immediate management action is necessary, a supervisor or dispatcher, with the concurrence of the alcohol and drug program administrator, will require that employee to submit to a breath test or urinalysis. The following conditions are signs of possible alcohol or drug use (not all-inclusive):

- Abnormally dilated or constricted pupils; Redness of eyes; Glazed stare
- Flushed face; Change of speech (faster or slower); Constant sniffing
- Increased absences; Redness under nose; Sudden weight loss; Needle marks
- Change in personality; Forgetfulness; Performance faltering; Poor concentration
- Constant fatigue or hyperactivity; Smell of alcohol; Slurred speech; Difficulty walking
- Excessive, unexplained absences; Dulled mental processes; Slowed reaction time

Supervisors or dispatchers must take the following actions immediately, if they have reason to believe some of the above-listed conditions are indicated, and that substance abuse is affecting an employee's job performance or behavior.

- Secure the alcohol and drug program administrator's concurrence to observations; job performance and Company policy violations must be specific.
- After discussing the circumstances with the supervisor or dispatcher, the alcohol and drug program administrator will arrange to observe or talk with the driver. If he/she believes, after observing and talking to the driver, that the conduct or performance problem could be due to substance abuse, the driver will be immediately required to submit to a breath test or urinalysis. If the driver refuses to submit to testing for any reason, the driver will be informed that continued refusal would result in disqualification from performing any safety-sensitive function.
- The supervisor or dispatcher shall, within 24 hours or before the results of the controlled substance test are released, document the particular facts related to the behavior or performance problems, and present such documentation to the alcohol and drug program administrator.
- The alcohol and drug program administrator will remove or cause the removal of the driver from the Company-owned vehicle and ensure that the driver is transported to an appropriate collection site and thereafter to the driver's residence. Under no circumstances will that driver be allowed to continue to drive a Company vehicle or their own vehicle until a confirmed negative test result is received.

All supervisory personnel are required to have 2 hours of Reasonable Suspicion training.

**Employee Testing**

Under all circumstances, when an employee is directed to provide either a breath test or urine sample in accordance with these procedures, he/she must comply as instructed. Refusal will constitute a positive result, and the employee will be immediately removed from the safety-sensitive function, and will be subject to further discipline or termination as appropriate.

**Post-Accident Testing**

All drivers of commercial motor vehicles are required to provide a breath test and urine specimen to be tested for the use of controlled substances "as soon as practicable" after any recordable and **non-recordable** accident in a commercial motor vehicle. The driver shall remain readily available for such testing or may be deemed by the alcohol and drug program administrator to have refused to submit to testing. No alcohol may be consumed for 8 hours after the accident or until a test is conducted. If the driver is seriously injured and cannot provide a specimen at the time of the accident, he/she shall provide the necessary authorization for the obtaining hospital reports and other documents that would indicate whether there were any
controlled substances in his/her system.

A recordable accident is defined by the FHWA regulations as an accident which results in the death of a human being or bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or which has had one of the vehicles towed from the scene of the accident and the driver received a citation. It is Groome Transportation company policy that drug and alcohol testing is performed after every recordable and non-recordable accident.

Random Testing

The Company will conduct random testing for all employees in safety-sensitive functions (as defined on page 42 of this Handbook) as follows:

1. A computerized process will select at random drivers for alcohol and drug testing.
2. Random testing will provide for alcohol testing of at least 10% and for drug testing of at least 50% of all employees.
3. The random testing will be reasonably spaced over 12 months.
4. Once notified, a driver must proceed immediately to the assigned collection site.

The Random testing must be done immediately before, during, or immediately after performing a safety-sensitive function.

Collection of Breath and Urine Specimens

Breath alcohol testing will be conducted either on site or at a prearranged location by a qualified Breath Alcohol Technician according to CFR 49 Part 40 procedures. Refusal to complete and sign the testing form or refusal to provide breath will be considered a positive test, and the driver will be removed from a safety-sensitive function until resolved.

Specimen collection will be conducted in accordance with applicable state and federal law. The collection procedures will be designed to ensure the security and integrity of the specimen provided by each driver, and those procedures will strictly follow federal chain-of-custody guidelines. Moreover, every reasonable effort will be made to maintain the dignity of each driver submitting a specimen for analysis in accordance with these procedures.

All personnel subject to drug testing may be tested using saliva drug and alcohol tests. Anyone testing positive on a saliva alcohol test will be immediately re-tested by a qualified Breath Alcohol Technician.

Consequences: Appeal of Test Results

Alcohol and drug abuse may not only threaten the safety and productivity of all employees at Groome Transportation, but causes serious individual health consequences to those whom uses them. Any confirmed actions prohibited in the above sections “Alcohol and Drug Prohibitions”, while performing a safety-sensitive function or refusing to take a breath test, will be grounds for
disqualification as a driver.

A driver testing positive for alcohol and drug use is subject to disqualification. Refusal to submit to testing will also be considered a positive. Refusal may be defined as not providing a breath sample or urine as directed, neglecting to sign appropriate control forms, using alcohol within 8 hours of an accident, or engaging in conduct that clearly obstructs the testing process.

Any employee testing positive for the presence of a controlled substance will be contacted by the Company’s Medical Review Office. The employee will be allowed to explain and present medical documentation to explain any permissible use of a drug. All such discussions between the employee and the MRO will be confidential. The Company will not be a party to, or have access to matters discussed between the employee and the MRO. If medically supportable reasons exist to explain the positive result, the MRO will report the test result to the Company as a negative.

Within 72 hours after the employee has been notified of a positive test result for drugs, he/she may request a retest of the split sample. This signed request will be provided to the MRO in writing, who will then initiate the new laboratory analysis. This re-test will be at the expense of the employee. If a different result is detected by the subsequent laboratory, the test will be voided by the MRO, and the Company alcohol and drug program administrator will be notified. A retest may be initiated as appropriate.

**Adulterants**

Groome Transportation’s policy is that any test that comes back with results indicating the use of adulterants will be treated as refusing to take and evading a drug test. Any person diluting, mixing or in any way attempting to alter their tests is viewed as refusing and evading the drug test. Such actions will be treated as though the result was positive and your employment will be terminated. There will be no retest.

**Confidentiality**

Under no circumstances, unless required or authorized by law, will alcohol or drug testing information or results for any employee or applicant be released without written request from the applicable employee.

Employees are entitled, upon written request, to obtain copies of any records pertaining to their use of alcohol or controlled substances, including any records pertaining to his or her alcohol or controlled substance tests.
BI-ANNUAL DRIVING RECORD REVIEW AND SAFETY PROGRAM

Safety is of the utmost concern to the management of Groome Transportation. It is the responsibility of every employee of Groome Transportation to stay continually focused on providing a safe environment for our customers and the staff of Groome Transportation. As a part of our safety program, Groome Transportation reviews every driver’s state issued driving record twice a year. Based on each employee’s driving history the following action will be taken:

- Employee receives one traffic violation since the last six month review will receive a letter of warning.
- Employee that has received two violations in three years will be required to attend a state approved driver improvement clinic within sixty days’ notice by the safety director and will be on probation.
- Employee receives three traffic violations within a three year period, that employee will be terminated.
- Any driver that receives a D.U.I. will be terminated.
- Only those violations that are traffic infractions will be considered, failure to inspect a vehicle or parking tickets are not considered traffic violations.

In addition to Groome Transportation’s review of an employee’s driving record, Groome uses a violation point assessment to determine the safety of the driver. The goal of the driver is to receive as few points as possible. If the driver accumulates 15 or more points in any 12 consecutive months, he or she is disqualified from driving for Groome Transportation. Points are given to drivers when they are reported driving in a reckless manner, such as violating traffic laws, failure to stop at all stop signs and traffic signals, failure to come to a complete stop when entering a public road from a private drive of a business or personal residence, or committing any other dangerous action in a Company vehicle.

### Speeding Convictions

<table>
<thead>
<tr>
<th>Miles per Hour Over The Posted Limit</th>
<th>Points Assessed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-5</td>
<td>Warning Letter</td>
</tr>
<tr>
<td>6-8</td>
<td>3</td>
</tr>
<tr>
<td>9-11</td>
<td>4</td>
</tr>
<tr>
<td>12-14</td>
<td>6</td>
</tr>
<tr>
<td>15-17</td>
<td>8</td>
</tr>
<tr>
<td>18-19</td>
<td>10</td>
</tr>
<tr>
<td>20-21</td>
<td>12</td>
</tr>
<tr>
<td>22 and over</td>
<td>15</td>
</tr>
<tr>
<td>Three warnings in any 12 Consecutive months</td>
<td>3</td>
</tr>
</tbody>
</table>

Personnel Policy Handbook – Version 10/19/2012
Elements Requiring Immediate Termination Include:

- Use or possession of illegal drugs
- Possession of firearms or weapons or mace
- License suspension or revocation
- Felony involving use of a motor vehicle
- Under the influence of alcohol or drugs while on duty or driving within 4 hours of going on duty.
- Transporting an unauthorized passenger
- Failure to report an accident

Other Traffic Violations

<table>
<thead>
<tr>
<th>Nature of Violation</th>
<th>Points Assessed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reckless Driving</td>
<td>15</td>
</tr>
<tr>
<td>Following too close</td>
<td>10</td>
</tr>
<tr>
<td>Improper passing</td>
<td>5</td>
</tr>
<tr>
<td>Failure to stop (sign / light)</td>
<td>5</td>
</tr>
<tr>
<td>Driving too fast for conditions</td>
<td>8</td>
</tr>
<tr>
<td>Improper U - turn</td>
<td>5</td>
</tr>
<tr>
<td>Failure to report a traffic citation</td>
<td>5</td>
</tr>
<tr>
<td>Failure to properly maintain a log</td>
<td>3</td>
</tr>
<tr>
<td>Log falsification</td>
<td>15</td>
</tr>
<tr>
<td>Driving on an expired license</td>
<td>4</td>
</tr>
<tr>
<td>Driving on a suspended license</td>
<td>10</td>
</tr>
<tr>
<td>Driving on an expired physical</td>
<td>4</td>
</tr>
</tbody>
</table>
Any gross negligence or willful misconduct will result in immediate dismissal and any damage caused to a Company vehicle due to negligence will result in the driver being responsible for payment of a $500 deductible. Drivers who receive validated driver check complaints or are violators on DriveCam or other vehicle camera systems will not be eligible for safety awards.

ACCIDENT PREVENTION

An avoidable accident is one the driver could have avoided through the utilization of proactive defensive driving techniques. These techniques include but are not necessarily limited to: decision driving, using an appropriate timed interval and following distance such as the two and four second rule, expanding your look ahead (scanning technique), proper signaling, planning an escape route, entering an existing expressways at appropriate speeds and obeying traffic laws.

Drivers that are involved in two avoidable accidents in a Company vehicle as determined by the operations manager in a twelve (12) month period will be placed on suspension and be required to attend a driver improvement clinic within sixty (60) days of their notice by the operations manager. Failure to complete the driver improvement clinic within the specified period may result in dismissal. A driver involved in two avoidable accidents within a twelve-month period in a Company vehicle may be dismissed.

Accidents may be evaluated by the operations manager for seriousness. An employee may be dismissed after one serious accident.

<table>
<thead>
<tr>
<th>Accident Type</th>
<th>Points Assessed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rear-end (#1 into #2)</td>
<td>12</td>
</tr>
<tr>
<td>Right turn</td>
<td>5</td>
</tr>
<tr>
<td>Left turn</td>
<td>5</td>
</tr>
<tr>
<td>U-turn</td>
<td>5</td>
</tr>
<tr>
<td>Backing</td>
<td>4</td>
</tr>
<tr>
<td>Hit stationary object</td>
<td>5-8</td>
</tr>
<tr>
<td>Sideswipe (passing)</td>
<td>10</td>
</tr>
<tr>
<td>Sideswipe (merging)</td>
<td>7</td>
</tr>
<tr>
<td>Sideswipe (head-on)</td>
<td>10</td>
</tr>
<tr>
<td>#1 improperly parked</td>
<td>3</td>
</tr>
<tr>
<td>#2 into rear of #1</td>
<td>5</td>
</tr>
<tr>
<td>Roll away</td>
<td>8</td>
</tr>
<tr>
<td>Ran off road</td>
<td>8</td>
</tr>
<tr>
<td>Ran off road (fell asleep)</td>
<td>10</td>
</tr>
<tr>
<td></td>
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<td>-----------------------------------</td>
<td>-----</td>
</tr>
<tr>
<td>Hit parked vehicle</td>
<td>5</td>
</tr>
<tr>
<td>Hit movable object or animal</td>
<td>5</td>
</tr>
<tr>
<td>#1 forced #2 off the road</td>
<td>12</td>
</tr>
<tr>
<td>#1 struck pedestrian, bicyclist, or equestrian</td>
<td>12</td>
</tr>
<tr>
<td>Intersection #1 broadside #2</td>
<td>10</td>
</tr>
<tr>
<td>Intersection #2 broadside #1</td>
<td>5</td>
</tr>
</tbody>
</table>

**DRIVERS AND DISPATCH OFFICE**

**OPERATION OF VEHICLES**

In order to operate with a minimum amount of equipment, it is necessary to have different drivers operating one piece of equipment at various times of the day. Therefore, vehicles will not be assigned to one driver. Upon reporting to work, drivers will be assigned a vehicle by the dispatcher from those parked in the vehicle parking area. Prior to operation, a check must be made of the fuel, oil, coolant, and battery levels. Supplies necessary to replenish any shortages may be obtained from the main office. As a part of this check a visual inspection should be made of the engine compartment to detect leaks, frayed or loose wires, or other deficiencies likely to cause a breakdown during operation. Tires, lights, and windshield wipers should also be visually checked at this time.

- Drivers are responsible for the cleanliness of the windows and the interior of the vehicle. It is the responsibility of the driver to provide minimum exterior service for the vehicle he/she is driving.

- Vehicles will be operated in compliance with all traffic regulations. No instructions given by a supervisor or a passenger will be interpreted to relieve a driver of the responsibility of obeying all laws.

- Vehicles in need of repair must be reported to the dispatcher. Repairs constituting a safety hazard or those which with continued operation may damage the vehicle will be red tagged and removed from service immediately. When continued operation will not
do harm to the vehicle or cause a safety hazard, the vehicle will be turned into the
dispatcher at the end of the work shift.

- Items left in the vehicle by customers or other drivers do not immediately become the
  property of the next driver. Such items must be turned into the dispatcher, who will tag
  them with the driver's name and the circumstances under which the items were found.

- All keys to Company vehicles are to be turned into the dispatcher office at shift’s end.
  There are no exceptions to this policy.

**EXTENT OF OPERATION**

Most of the functions performed by Groome vehicles are regulated by each State’s Department
of Motor Vehicles or the United States Department of Transportation. A basic knowledge of
what those bodies authorize can save embarrassment of violating their restrictions. Copies of
these regulations shall be kept at each location and may be obtained by asking your supervisor.

Vehicles may be chartered on either a time or a mileage basis for long distance trips or for long
periods of time. Inquiries for this type of service must always be referred to the dispatcher.
Drivers selected for this type of trip will be given complete instructions as to destinations, routes,
charges and means of payment prior to departure.

**RADIO PROCEDURES**

Any radio transmissions must be kept short and to the point. Excess conversation, jokes and/or
foul language will not be tolerated under any conditions. The use of cell phones, to include
texting while driving is grounds for termination.

**COMPANY SAFETY POLICY CONCERNING PASSENGERS**

Vehicles are not permitted to be driven to the garage service area with passengers aboard.
Vehicles are NEVER be fueled with passengers aboard. It is the driver's responsibility to see
that all necessary services have been performed on his or her vehicle prior to loading passengers.

Should there be an instance in which a major deficiency is identified where safe operation of the
vehicle is compromised, and after passengers have been loaded, you are to contact the dispatcher
to make arrangements for a replacement vehicle to transport the passengers. The vehicle must be
unloaded prior to moving to the garage area.

At no time should a Company vehicle be driven to an aircraft loading area unless specifically
authorized by the dispatcher, and you are accompanied by a Groome Transportation Supervisor
ACCIDENT PROCEDURES

In case of an accident involving a Company vehicle, an accident report is required. Accident reporting kits are located at the dispatch office and in the vehicles. A preliminary report must be immediately radioed or phoned to the dispatcher. This call should include information as to whether medical aid is necessary. The radio should then be left on to receive emergency transmissions. If the radio is not working, some means must be found to immediately notify the dispatcher of the accident.

It is impossible to be specific about detailed procedures to be taken in an emergency. The driver should contact emergency services and the police, get the names and addresses of the other drivers and determine the names of their insurance companies. You must make no remarks that can be construed as your acceptance of responsibility for the accident or attempting to place the blame on another. If asked by persons other than police, you should only state that you will make the proper reports to your employer and that all questions should be directed to the general office of Groome Transportation.

Vehicles involved in an accident must not be moved at the scene of the accident until such removal has been authorized by the local or state police. The police will investigate the accident and full and complete disclosures of all information requested should be made to the investigating officer. Upon completion of their investigations, the driver should obtain a copy of the investigation report and the name and badge number of the investigating officer.

Immediately upon being released by the investigating officer and prior to leaving the scene of the accident, the driver must fill out the Groome accident report from the accident kit. The driver must return to the main office, present their report to the operations manager or dispatch and answer any pertinent questions. It is a priority that all accidents, regardless of how insignificant they may appear, be reported immediately to a supervisor. Accidents, regardless of severity, that involve passenger injury must be reported immediately.

The administrative office must follow-up on all accidents even if no injury or property damage was recorded at the scene. You are our first source of information. It is imperative that you gather all pertinent information and contact the administrative office immediately.

Employees that fail to report any accident will be subject to disciplinary action, up to and including termination.

Groome Transportation's potential liability is increased significantly when we cannot follow-up on an accident claim due to an employee failing to report the incident.

When in doubt always get all the parties information and report the accident immediately.
THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS USING A E-VERIFY EMPLOYER AGENT

ARTICLE I

PURPOSE AND AUTHORITY

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

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

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer (through the E-Verify Employer Agent) with available information that will allow the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.

2. SSA agrees to provide the Employer and E-Verify Employer Agent appropriate assistance with operational problems that may arise during the Employer's participation in E-Verify. SSA agrees to provide the E-Verify Employer Agent with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of 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).

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

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

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer (through the E-Verify Employer Agent) access to selected data from DHS's database to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:
   • Automated verification checks on employees by electronic means, and
   • Photo verification checks (when available) on employees.

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

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

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

5. DHS agrees to issue the E-Verify Employer Agent a user identification number and password that will be used exclusively by the E-Verify Employer Agent, on behalf of the Employer, to verify information provided by employees with DHS's databases.

6. DHS agrees to safeguard the information provided to DHS by the Employer (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

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

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

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS (through the E-Verify Employer Agent) in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

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

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

- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

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

6. The Employer agrees to initiate E-Verify verification procedures (through the E-Verify Employer Agent), for new employees within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make
inquiries during the period of unavailability. Employers may initiate verification, through the E-Verify Employer Agent, by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer (through the E-Verify Employer Agent) performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

7. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify (through its E-Verify Employer Agent) for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

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

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

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

11. 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.

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

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

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

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

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


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

   c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the system and then selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

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

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

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

g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause (through their E-Verify Employer Agent) may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with Article II.C.4, the employee’s work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee’s stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.4, if the employee’s basis
for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.4, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.4, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.4, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

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

E. RESPONSIBILITIES OF THE E-VERIFY EMPLOYER AGENT

1. The E-Verify Employer Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the E-Verify Employer Agent representatives who will be accessing information under E-Verify.

2. The E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures.

3. The E-Verify Employer Agent agrees that any E-Verify Employer Agent Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.
   a. The E-Verify Employer Agent agrees that all E-Verify Employer Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.
   b. Failure to complete a refresher tutorial will prevent the E-Verify Employer Agent and Employer from continued use of the program.

4. The E-Verify Employer Agent agrees to obtain the necessary equipment to utilize E-Verify.
5. The E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.4 above.

6. The E-Verify Employer Agent agrees to initiate E-Verify procedures on behalf of the Employer in accordance with the E-Verify Manual and E-Verify Web-Based Tutorial. The E-Verify Employer Agent will query the automated system using information provided by the Employer and will immediately communicate the response back to the Employer. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the E-Verify Employer Agent’s attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. In all cases, the E-Verify Employer Agent will use the SSA verification procedures first, and will use DHS verification procedures only as directed by the SSA verification response.

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

**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 tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

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

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer (through the E-Verify Employer Agent) within 10 Federal Government work days of the referral unless it determines that more than 10
days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

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

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

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

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

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

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

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer (or the E-Verify Employer Agent) will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:
   - Scanning and uploading the document, or
   - Sending a photocopy of the document by and express mail account (pain for at employer expense).

7. If the Employer (through the E-Verify Employer Agent) determines that there is a photo
non-match when comparing the photocopied List B document described in Article II.C.4 with the image generated in E-Verify, the Employer (through the E-Verify Employer Agent) must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.

**ARTICLE IV**

**SERVICE PROVISIONS**

The SSA and DHS will not charge the Employer or the E-Verify Employer Agent for verification services performed under this MOU. DHS is not responsible for providing the equipment needed to make inquiries. A personal computer with Internet access is needed to access the E-Verify System.

**ARTICLE V**

**PARTIES**

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

B. Notwithstanding Article V, part A of this MOU, DHS may terminate access to E-Verify if it is 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 E-Verify Employer Agent or the Employer, or a failure on the part of either to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect the Employer's performance of its contractual responsibilities.
Company ID Number: 433615
Client Company ID Number: 453546

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

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

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the E-Verify Employer Agent or 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 E-Verify Employer Agent or the Employer.

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

G. The foregoing constitutes the full agreement on this subject between DHS, the Employer and the E-Verify Employer Agent.

**Groome Transportation, Inc.** (Employer) hereby designates and appoints **Partnership Staffing Inc.** (E-Verify Employer Agent), including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out **Groome Transportation, Inc.** (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.
Company ID Number: 433615
Client Company ID Number: 453548

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

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer  Grooms Transportation, Inc.

Kristie Holcombe
Name (Please Type or Print)

Title

Signature

10/5/11
Date

E-Verify Employer Agent  Partnership Staffing Inc.

Jim Hulbert
Name (Please Type or Print)

Title

Electronically Signed
Signature

10/04/2011
Date

Department of Homeland Security – Verification Division

Name (Please Type or Print)

Title

Signature

Date

Information Required
For the E-Verify E-Verify Employer Agent Program

Information relating to your Company:
**Company ID Number:** 433615  
**Client Company ID Number:** 453546

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<td>Company Facility Address</td>
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<tr>
<td></td>
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