INVITATION TO BID NO: 11-X-2216030

STATE OF ALABAMA

DEPTARTMENT OF FINANCE
DIVISION OF PURCHASING

INVITATION TO BID

REQ. AGENCY	: 999999 PURCHASING DIVISION
AGENCY REQ. NO.	:
T-NUMBER	: T907
DATE ISSUED	: 10/18/10
VENDOR NO.	:
VENDOR PHONE NO.	:
SNAP REQ. NO.	: 1434938
BUYER NAME	: SUSAN JANA
BUYER PHONE NO.	: (334) 242-7173-
PURCHASING PHONE NO	: (334) 242-7250

FOR: MINIVANS
(REVISED)

BID MUST BE RECEIVED BEFORE:
DATE: 11/08/10 TIME: 5:00 PM

BIDS WILL BE PUBLICLY OPENED:
DATE: 11/09/10 TIME: 10:00 AM

TO BE COMPLETED BY VENDOR

INFORMATION IN THIS SECTION SHOULD BE PROVIDED, AS APPROPRIATE. BID RESPONSE MUST BE IN INK OR TYPED WITH ORIGINAL SIGNATURE AND NOTARIZATION.

1. DELIVERY: CAN BE MADE _____ DAYS OR _____ WEEKS AFTER RECEIPT OF ORDER

2. TERMS: _____(DISCOUNTS ARE TAKEN WITHOUT REGARD TO DATE OF PAYMENT.)

3. PRICE VALID FOR ACCEPTANCE WITHIN _____ DAYS.

4. VENDOR QUOTATION REFERENCE NUMBER, IF ANY: _____
(THIS NUMBER WILL APPEAR ON THE PURCHASE ORDER.)

5. E-MAIL ADDRESS: _____

INTERNET WEBSITE: _____

6. GENERAL CONTRACTOR'S LICENSE NO: _____

TYPE OF G.C. LICENSE: _____

***** IMPORTANT NOTE: *****
BIDDERS MUST COMPLY WITH ALL "BID RESPONSE INSTRUCTIONS" ON PAGE 2, TO INCLUDE ITEM 6 - COPY REQUIREMENT.

RETURN INVITATION TO BID:

US MAIL	COURIER
STATE OF ALABAMA DEPARTMENT OF FINANCE DIVISION OF PURCHASING P O BOX 302620 MONTGOMERY, AL 36130-2620	STATE OF ALABAMA DIVISION OF PURCHASING RSA UNION BUILDING 100 N. UNION ST., SUITE 192 MONTGOMERY, AL 36104

SIGNATURE AND NOTARIZATION REQUIRED

I HAVE READ THE ENTIRE BID AND AGREE TO FURNISH EACH ITEM OFFERED AT THE PRICE QUOTED. I HERBY AFFIRM I HAVE NOT BEEN IN ANY AGREEMENT OR COLLUSION AMONG BIDDERS IN RESTRAINT OF FREEDOM OF COMPETITION BY AGREEMENT TO BID AT A FIXED PRICE OR TO REFRAIN FROM BIDDING.

SWORN TO AND

SUBSCRIBED BEFORE ME THIS

_____ DAY OF _____

_____
NOTARY PUBLIC

TERM EXP: _____

FEIN OR SSN	AUTHORIZED SIGNATURE (INK)
COMPANY NAME	TYPE/PRINT AUTHORIZED NAME
MAIL ADDRESS	TITLE
CITY, STATE, ZIP	TOLL FREE NUMBER
PHONE INCLUDING AREA CODE	FAX NUMBER

VENDOR NAME :

VENDOR NUMBER: -
ITB NO. : 11-X-2216030
OPEN DATE : 11/09/10 TIME: 10:00 AM
T-NUMBER : T907
RETURN DATE: 11/08/10 TIME: 5:00 PM

AUTHORITY:
THE DEPARTMENT OF FINANCE CODE OF ADMINISTRATIVE PROCEDURE, CHAPTER 355-4-1 EFFECTIVE DECEMBER 20, 2001 IS INCORPORATED BY REFERENCE AND MADE A PART OF T HIS DOCUMENT. TO RECEIVE A COPY CALL (334)242-7250, OR OUR WEBSITE WWW.PURCHASING.ALABAMA.GOV .

INFORMATION AND ASSISTANCE TO MINORITY AND WOMEN-OWNED BUSINESSES IN ACQUIRING M/WBE CERTIFICATION MAY BE OBTAINED FROM THE OFFICE OF MINORITY BUSINESS ENTERPRISE, 1-800-447-4191.

BID (ITB) RESPONSE INSTRUCTIONS REV: 08/31/10

1. TO SUBMIT A RESPONSIVE BID, READ THESE INSTRUCTIONS, ALL TERMS, CONDITIONS AND SPECIFICATIONS.

2. BID ENVELOPES/PACKAGES/BOXES MUST BE IDENTIFIED ON FRONT, PREFERABLY LOWER LEFT CORNER AND BE VISIBLE WITH THE BID NUMBER AND OPENING DATE. EACH INDIVIDUAL BID (IDENTIFIED BY A UNIQUE BID NUMBER) MUST BE SUBMITTED IN A SEPARATE ENVELOPE. RESPONSES TO MULTIPLE BID NUMBERS SUBMITTED IN THE SAME ENVELOPE/COURIER PACKAGE, THAT ARE NOT IN SEPARATE ENVELOPES PROPERLY IDENTIFIED, WILL BE REJECTED. THE DIVISION OF PURCHASING DOES NOT ASSUME RESPONSIBILITY FOR LATE BIDS FOR ANY REASON INCLUDING THOSE DUE TO POSTAL, OR COURIER SERVICE. BID RESPONSES MUST BE IN THE DIVISION OF PURCHASING OFFICE PRIOR TO THE "RECEIVE DATE AND TIME" INDICATED ON THE BID.

3. BID RESPONSES (PAGE 1, PRICE SHEET AND ADDENDUMS (WHEN SIGNATURE IS REQUIRED)) MUST BE IN INK OR TYPED ON THIS DOCUMENT. OR EXACT FORMAT WITH SIGNATURES BEING HANDWRITTEN ORIGINALS IN INK (PERSON SIGNING BID, NOTARY, AND NOTARY EXPIRATION), OR THE BID WILL BE REJECTED. UNLESS INDICATED IN THE BID, ALL PRICE PAGES MUST BE COMPLETED AND RETURNED. IF AN ITEM IS NOT BEING BID, IDENTIFY IT AS NB (NO-BID). PAGES SHOULD BE SECURED. THE DIVISION OF PURCHASING DOES NOT ASSUME RESPONSIBILITY FOR MISSING PAGES. FAXED BID RESPONSES WILL NOT BE ACCEPTED.

4. THE UNIT PRICE ALWAYS GOVERNS REGARDLESS OF THE EXTENDED AMOUNT. A UNIT PRICE CHANGE ON A LINE MUST BE INITIALED BY THE PERSON SIGNING THE BID, OR THAT LINE WILL BE REJECTED. THIS INCLUDES A CROSS-OUT, STRIKE-OVER, INK-OVER, WHITE-OUT, ERASURE, OR ANY OTHER METHOD CHANGING THE PRICE.

5. THE DIVISION OF PURCHASING IS NOT RESPONSIBLE FOR MISINTERPRETATION OF DATA FAXED FROM THIS OFFICE.

6. THE DIVISION OF PURCHASING REQUIRES AN ORIGINAL AND A MINIMUM OF ONE COMPLETE EXACT COPY (TO INCLUDE SIGNATURE AND NOTARY) OF THE INVITATION-TO-BID RESPONSE. THE ORIGINAL AND THE COPY SHOULD BE SUBMITTED TOGETHER AS A BID PACKAGE. FAILURE TO MARK RESPONSES AS "ORIGINAL" AND/OR "COPY" COULD RESULT IN THE ENTIRE BID RESPONSE BEING REJECTED.

7. AN IMPROPERLY SUBMITTED BID, LATE BID, OR BID THAT IS CANCELLED ON OR BEFORE THE OPENING DATE WILL BE HELD FOR 90 DAYS AND THEN DESTROYED. THE BID MUST BE RETRIEVED DURING REGULAR WORK HOURS, MONDAY - FRIDAY, EXCEPT STATE HOLIDAYS. AFTER THE BID IS DESTROYED, THE DIVISION OF PURCHASING ASSUMES NO RESPONSIBILITY FOR THE DOCUMENT.

DISQUALIFIED/CANCELLED BID

BIDS THAT ARE IMPROPERLY SUBMITTED OR RECEIVED LATE WILL BE A RESPONSE FOR RECORD, BUT WILL NOT BE RETURNED OR A NOTIFICATION MAILED.

THE FOLLOWING IS A PARTIAL LIST WHEREBY A BID RESPONSE WILL BE DISQUALIFIED:

BID NUMBER NOT ON FACE OF ENVELOPE/COURIER PACKAGE/BOX
RESPONSES TO MULTIPLE BID NUMBERS IN SAME ENVELOPE NOT PROPERLY IDENTIFIED
BID RECEIVED LATE
BID NOT SIGNED/NOT ORIGINAL SIGNATURE
BID NOT NOTARIZED/NOT ORIGINAL SIGNATURE OF NOTARY AND/OR NO NOTARY EXPIRATION
NOTARIZED OWN SIGNATURE
REQUIRED INFORMATION NOT SUBMITTED WITH BID
FAILURE TO SUBMIT THE ORIGINAL BID AND A COMPLETE EXACT COPY
BID RECEIVED FROM NON-REGISTERED/EXPIRED VENDOR

CERTIFICATION PURSUANT TO ACT NO. 2006-557

ALABAMA LAW (SECTION 41-4-116,CODE OF ALABAMA 1975) PROVIDES THAT EVERY BID SUBMITTED AND CONTRACT EXECUTED SHALL CONTAIN A CERTIFICATION THAT THE VENDOR, CONTRACTOR, AND ALL OF ITS AFFILIATES THAT MAKE SALES FOR DELIVERY INTO ALABAMA OR LEASES FOR USE IN ALABAMA ARE REGISTERED, COLLECTING, AND REMITTING ALABAMA STATE AND LOCAL SALES, USE, AND/OR LEASE TAX ON ALL TAXABLE SALES AND LEASES INTO ALABAMA. BY SUBMITTING THIS BID, THE BIDDER IS HEARBY CERTIFYING THAT THEY ARE IN FULL COMPLIANCE WITH ACT NO. 2006-557, THEY ARE NOT BARRED FROM BIDDING OR ENTERING INTO A CONTRACT PURSUANT TO 41-4-116, AND ACKNOWLEDGES THAT THE AWARDING AUTHORITY MAY DECLARE THE CONTRACT VOID IF THE CERTIFICATION IS FALSE.

VENDOR REGISTRATION AND FEE PAYMENT ONLINE

EFFECTIVE SEPTEMBER 1, 2010, VENDORS MUST REGISTER ONLINE TO RECEIVE NOTIFICATION OF BIDS. GO TO WWW.PURCHASING.ALABAMA.GOV TO REGISTER. BIDS WILL NOT BE ACCEPTED FROM NON-REGISTERED VENDORS FOR BIDS ISSUED AFTER SEPTEMBER 1, 2010. A VENDOR'S REGISTRATION MUST BE MAINTAINED THROUGHOUT THE LIFE CYCLE OF AN AWARDED CONTRACT, TO INCLUDE RENEWAL PERIODS. AT THE TIME OF REGISTRATION, VENDOR MUST PAY A BIENNIAL REGISTRATION FEE. PAYMENT MUST BE MADE BY CREDIT CARD, DEBIT CARD, OR BY ELECTRONIC CHECK.

INTENT TO AWARD

EFFECTIVE MAY 1, 2008, THE STATE OF ALABAMA - DIVISION OF PURCHASING WILL ISSUE AN 'INTENT TO AWARD' BEFORE A FINAL AWARD IS MADE. THE 'INTENT TO AWARD' WILL CONTINUE FOR A PERIOD OF FIVE (5) CALENDAR DAYS, AFTER WHICH A PURCHASE ORDER WILL BE PRODUCED. UPON FINAL AWARD, ALL RIGHTS TO PROTEST ARE FORFEITED. A DETAILED EXPLANATION OF THIS PROCESS MAY BE REVIEWED IN THE ALABAMA ADMINISTRATIVE CODE - CHAPTER 355-4-1(14).

ALTERNATE BID RESPONSE

UNLESS STATED ELSEWHERE IN THIS INVITATION-TO-BID (ITB) THE STATE OF ALABAMA WILL ACCEPT AND EVALUATE ALTERNATE BID SUBMITTALS ON ANY ITB'S. ALTERNATE BID RESPONSES WILL BE EVALUATED ACCORDING TO THE REQUIREMENTS AS ALL OTHER RESPONSES TO THIS ITB.

INTERNET WEBSITE LINK'S

INTERNET AND/OR WEBSITE LINKS WILL NOT BE ACCEPTED IN BID RESPONSES AS A MEANS TO SUPPLY ANY REQUIREMENTS STATED IN THIS ITB (INVITATION-TO-BID).

PRODUCT DELIVERY, RECEIVING AND ACCEPTANCE

IN ACCORDANCE WITH THE UNIVERSAL COMMERCE CODE (CODE OF ALABAMA, TITLE 7), AFTER DELIVERY, THE STATE OF ALABAMA HAS THE RIGHT TO INSPECT ALL PRODUCTS BEFORE ACCEPTING. THE STATE WILL INSPECT PRODUCTS IN A REASONABLE TIMEFRAME. SIGNATURE ON A DELIVERY DOCUMENT DOES NOT CONSTITUTE ACCEPTANCE BY THE STATE. THE STATE WILL ACCEPT PRODUCTS ONLY AFTER SATISFACTORY INSPECTION.

SALES TAX EXEMPTION

PURSUANT TO THE CODE OF ALABAMA, 1975, TITLE 40-23-4 (A) (11), THE STATE OF ALABAMA IS EXEMPT FROM PAYING SALES TAX. AN EXEMPTION LETTER WILL BE FURNISHED UPON REQUEST.

INVOICES

INQUIRIES CONCERNING PAYMENT AFTER INVOICES HAVE BEEN SUBMITTED ARE TO BE DIRECTED TO THE RECEIVING AGENCY, NOT THE DIVISION OF PURCHASING

BID RESPONSES AND BID RESULTS

UNEVALUATED BID RESPONSES (NOT BID RESULTS) ARE AVAILABLE ON OUR WEB SITE AT WWW.PURCHASING.ALABAMA.GOV. BID RESULTS WILL BE MADE AVAILABLE FOR REVIEW IN THE DIVISION OF PURCHASING OFFICE, BUT ONLY AFTER THE BID HAS BEEN AWARDED. WE DO NOT FAX OR MAIL COPIES OF BID RESULTS. IF A VENDOR WISHES TO REVIEW BID RESULTS IN OUR OFFICE, THEY SHOULD FAX THEIR REQUEST TO REVIEW THE BID TWO DAYS IN ADVANCE TO THE "BID REVIEW CLERK" AT (334) 242-4419. BE SURE TO REFERENCE THE BID NUMBER.

FOREIGN CORPORATION - CERTIFICATE OF AUTHORITY

ALABAMA LAW PROVIDES THAT A FOREIGN CORPORATION (AN OUT-OF-STATE COMPANY/FIRM) MAY NOT TRANSACT BUSINESS IN THE STATE OF ALABAMA UNTIL IT OBTAINS A CERTIFICATE OF AUTHORITY FROM THE SECRETARY OF STATE. SECTION 10-2B-15.01, CODE OF ALABAMA 1975. TO OBTAIN FORMS FOR A CERTIFICATE OF AUTHORITY, CONTACT THE SECRETARY OF STATE, CORPORATIONS DIVISION, (334) 242-5324. THE CERTIFICATE OF AUTHORITY DOES NOT KEEP THE VENDOR FROM SUBMITTING A BID.

BID IDENTIFICATION

REFERENCE PAGE 2, ITEM 2. DUE TO THE POSTAL SERVICE PUTTING BAR CODE LABELS ON ENVELOPES, IT CONCEALS THE BID NUMBER AND DATE IF THE VENDOR HAS WRITTEN THEM OTHER THAN THE LOWER LEFT CORNER, THEREFORE THE BID WOULD BE REJECTED FOR NOT BEING PROPERLY IDENTIFIED.

AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (ARRA)

COMPLIANCE WITH THE REPORTING REQUIREMENTS OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 209 (ARRA): WHEN THE SELECTED VENDOR IS NOTIFIED BY THE PROCURING AGENCY THAT SPECIFIC PURCHASES ARE BEING PAID WITH ARRA OR STIMULUS FUNDS, THE VENDOR SHALL COMPLY WITH THE ARRA REPORTING REQUIREMENTS DEFINED BY THE FEDERAL OMB. THE PROCURING AGENCY IS RESPONSIBLE FOR INFORMING THE AWARDED VENDOR AS SOON AS THE AGENCY IS AWARE THAT ARRA OR STIMULUS FUNDS ARE BEING USED TO PURCHASE ITEMS OR SERVICES AWARDED BY THE ITB AND WHETHER TO REPORT THE INFORMATION TO THE PROCURING AGENCY OR DIRECTLY TO THE FEDERAL GOVERNMENT. THE PROCURING AGENCY MAY NOTIFY THE VENDOR AT THE TIME THE PURCHASE ORDER IS PROCESSED, BY CHANGE ORDER, E-MAIL OR LETTER. THE VENDOR SHALL PROVIDE THE REQUESTED REPORT INFORMATION AS REQUIRED BY LAW.

PURPOSE:
THIS CONTRACT IS FOR MINIVANS AND IS AVAILABLE TO ALL STATE AGENCIES. CONTRACT PRICING MUST ALSO BE AVAILABLE TO OTHER LOCAL GOVERNMENTAL AGENCIES, SUCH AS COUNTIES, CITIES, SCHOOLS, ETC.

AWARD:
AWARD WILL BE MADE ALL OR NONE BY GROUPS TO THE LOWEST RESPONSIBLE BIDDER MEETING ALL SPECIFICATIONS.

* NOTE: FOR THE PURPOSE OF DETERMINING THE LOWEST VENDOR FOR EACH GROUP, ALL LINES WITHIN THE GROUP (EXCEPT FOR "OPTIONS NOT LISTED, % OFF CATALOG") WILL BE COMBINED.

ASSIGNMENT OF CONTRACT:
TO ASSIGN, SUBLET OR TRANSFER ANY CONTRACT RESULTING FROM THIS SOLICITATION, THE VENDOR'S WRITTEN REQUEST MUST BE APPROVED BY THE STATE PURCHASING DIRECTOR.

DELIVERY TIME FRAME:
MINIVANS MUST BE DELIVERED TO THE "SHIP TO" ADDRESS SHOWN ON THE PO WITHIN ONE-HUNDRED TWENTY (120) DAYS FROM VENDOR'S RECEIPT OF PO.

DELAYS ON DELIVERY MUST BE CONVEYED IMMEDIATELY TO THE AGENCY AND/OR STATE PURCHASING, IN WRITING, WITH AN EXPLANATION AND ANTICIPATED DELIVERY TIME FRAME. FAILURE TO ADHERE TO THE DELIVERY TIME FRAME WITHOUT ADEQUATE JUSTIFICATION WILL RESULT IN THE PENALTY AS PER THE BID SPECIFICATIONS.

FREIGHT:
BID IS F.O.B. DESTINATION. ANY FREIGHT CHARGES MUST BE INCLUDED IN THE BID PRICES AND NOT SHOWN SEPARATELY ON THE ITB OR INVOICE.

PERFORMANCE BOND:
THE VENDOR WILL FURNISH WITHIN TEN STATE BUSINESS DAYS AFTER RECEIPT OF NOTICE OF AWARD, A PERFORMANCE BOND IN THE AMOUNT SPECIFIED BELOW.

IT SHALL CONSIST OF A CASHIER'S CHECK, OTHER TYPE BANK CERTIFIED CHECK (PERSONAL/COMPANY CHECKS ARE NOT ACCEPTABLE), BANK OR POSTAL MONEY ORDER OR SURETY BOND ISSUED BY A COMPANY AUTHORIZED TO DO BUSINESS WITHIN THE STATE OF ALABAMA.
IRREVOCABLE LETTER OF CREDIT AND CERTAIN U.S. NOTES AND BONDS MAY BE ACCEPTED WHEN APPROVED BY THE DIVISION OF PURCHASING NO LATER THAN 24 HOURS PRIOR TO THE BID OPENING. THE DIRECTOR OF PURCHASING SHALL BE THE CUSTODIAN OF THE PERFORMANCE BOND. THE BOND MUST REFERENCE THE BID AND BE PAYABLE TO THE STATE OF ALABAMA. THE PERFORMANCE BOND WILL BE RETURNED IN A REASONABLE TIME AFTER THE DIVISION OF PURCHASING HAS RECEIVED VERIFICATION THAT THE CONTRACT HAS BEEN SATISFACTORILY COMPLETED.

PERFORMANCE GUARANTEE AMOUNT: $50,000.00

CONTRACT PERIOD:
ESTABLISH A 12 MONTH CONTRACT WITH AN OPTION TO EXTEND FOR A SECOND, THIRD, FOURTH, AND FIFTH 12 MONTH PERIOD WITH THE SAME PRICING, TERMS AND CONDITIONS. THE SECOND, THIRD, FOURTH, OR FIFTH 12 MONTH PERIOD, IF AGREED BY BOTH PARTIES, WOULD BEGIN THE DAY AFTER THE FIRST, SECOND, THIRD, OR FOURTH 12 MONTH PERIOD EXPIRES. ANY SUCCESSIVE EXTENSION MUST HAVE WRITTEN APPROVAL OF BOTH THE STATE AND VENDOR NO LATER THAN 30 DAYS PRIOR TO EXPIRATION OF THE PREVIOUS 12 MONTH PERIOD.

ORDERING PROCESS:
PURCHASES FOR STATE AGENCIES WILL BE MADE BY CONTRACT RELEASE ORDERS SHOWING SPECIFIC SHIPPING INFORMATION. CITIES, COUNTIES, SCHOOL SYSTEMS AND OTHER POLITICAL SUBDIVISIONS WILL BE RESPONSIBLE FOR ISSUING THEIR OWN PURCHASE ORDERS DIRECTLY TO THE VENDOR.

PRORATION:
ANY PROVISION OF A CONTRACT RESULTING FROM THIS BID TO THE CONTRARY NOTWITHSTANDING, IN THE EVENT OF FAILURE OF THE STATE TO MAKE PAYMENT HEREUNDER AS A RESULT OF PARTIAL UNAVAILABILITY, AT THE TIME SUCH PAYMENT IS DUE, OF SUCH SUFFICIENT REVENUES OF THE STATE TO MAKE SUCH PAYMENT (PRORATION OF APPROPRIATED FUNDS FOR THE STATE HAVING BEEN DECLARED BY THE GOVERNOR PURSUANT TO SECTION 41-4-90 OF THE CODE OF ALABAMA 1975), THE CONTRACTOR SHALL HAVE THE OPTION, IN ADDITION TO THE OTHER REMEDIES OF THE CONTRACT, OF RENEGOTIATING THE CONTRACT (EXTENDING OR CHANGING PAYMENT TERMS OR AMOUNTS) OR TERMINATING THE CONTRACT.

MANUFACTURER/MODEL:
AT THE END OF EACH ITEM WHERE SPACES ARE MARKED "MFR" AND "MODEL", VENDORS MUST INDICATE THE MANUFACTURER & ALL STOCK/MODEL NUMBERS NECESSARY TO COMPLETE EACH UNIT AS SPECIFIED.

FAILURE TO COMPLETE THIS INFORMATION WILL RESULT IN BID REJECTION.

DESCRIPTIVE LITERATURE:
REFERENCES TO ANY MFR/MODEL IN THE ITB/SPECS ARE TO ESTABLISH A LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO BE RESTRICTIVE.

ALL BIDDERS MUST SUBMIT DESCRIPTIVE/TECHNICAL LITERATURE WITH BOTH THE ORIGINAL AND REQUIRED COPY OF THE BID SHOWING THAT THE ITEM BID MEETS ALL SPECIFICATIONS.

REFERENCE TO A WEBSITE OR TO LITERATURE WITH A PREVIOUS BID WILL NOT SATISFY THIS REQUIREMENT.

FAILURE TO SUBMIT COMPLETE DESCRIPTIVE LITERATURE WITH THE ORIGINAL AND/OR REQUIRED COPY OF THE BID WILL RESULT IN BID REJECTION.

PHYSICAL INSPECTION AND OPERATIONAL EVALUATION MAY ALSO BE REQUIRED WITHOUT COST OR OBLIGATION TO THE STATE OF ALABAMA.

NEW EQUIPMENT:
ALL EQUIPMENT MUST BE NEW AND UNUSED AND ACCEPTABLE BY THE ORIGINAL EQUIPMENT MANUFACTURER FOR THEIR MAINTENANCE.

OPTIONS:
VENDORS MUST BID ON ALL SPECIFIC OPTIONS WITHIN A GROUP OR THE BID WILL BE REJECTED. "OPTIONS NOT LISTED, % OFF CATALOG" IS THE ONLY EXCEPTION. VENDORS MAY ENTER "N/A" IF THEY DO NOT WISH TO OFFER ANY OPTIONS BEYOND THOSE SPECIFIED WITHIN THE GROUPS ON THE BID.

AWARDED VENDORS WHO BID ON THE "OPTIONS NOT LISTED, % OFF CATALOG" LINE(S) MUST PROVIDE A MINIMUM OF 2 PRICE CATALOGS SHOWING "LIST" PRICE. CATALOGS MAY BE UPDATED ONCE PER CONTRACT CYCLE.

REQUESTED INFORMATION:
ANY ADDITIONAL INFORMATION REQUESTED FROM A VENDOR MUST BE FURNISHED WITHIN FIVE (5) BUSINESS DAYS FROM RECEIPT OF REQUEST.

QUANTITY:
THE QUANTITY TO BE PURCHASED FROM THIS CONTRACT IS UNKNOWN AND THE STATE DOES NOT GUARANTEE THAT ANY CERTAIN QUANTITY WILL BE PURCHASED.

VENDOR QUALIFICATION:
IF REQUESTED, VENDOR MUST PROVIDE DOCUMENTATION OF BEING AN AUTHORIZED MANUFACTURER'S REPRESENTATIVE FOR THE PRODUCTS LISTED. DOCUMENTATION, IF REQUESTED, MUST BE FURNISHED WITHIN 10 CALENDAR DAYS. FAILURE TO FURNISH DOCUMENTATION, IF REQUESTED, OR TO FURNISH DOCUMENTATION IN A TIMELY MANNER WILL RESULT IN BID REJECTION.

DISCLOSURE STATEMENT:
THE AWARDED VENDOR(S) MUST SUBMIT A CURRENT DISCLOSURE STATEMENT WITHIN TEN (10) BUSINESS DAYS FROM DATE OF REQUEST.

ALABAMA DEPARTMENT OF TRANSPORTATION
TERMS AND CONDITIONS

PART A
======
PRELIMINARY:

1. THIS IS TO ESTABLISH A CONTRACT FOR PUBLIC TRANSPORTATION VEHICLES THAT WILL BE USED BY THE STATE OF ALABAMA AND ITS RESPECTIVE AGENCIES AND POLITICAL SUBDIVISIONS.

2. THIS IS A REQUIREMENTS CONTRACT, WITH ADDITIONAL PROVISIONS FOR PURCHASES BY ENTITIES OTHER THAN THE AGENCY, AS DESCRIBED BELOW. THE AGENCY REQUIRES VEHICLES IN THE CONFIGURATION DESCRIBED FOR ITS OWN USE, THAT OF OTHER ALABAMA STATE AGENCIES, AND THAT OF ALABAMA LOCAL GOVERNMENTS. THE ESTIMATES OF REQUIRED QUANTITIES IS NOT A REPRESENTATION THAT THOSE ESTIMATED QUANTITIES WILL ACTUALLY BE REQUIRED OR PURCHASED, OR THAT CONDITIONS AFFECTING REQUIREMENTS WILL BE STABLE OR NORMAL. THE ESTIMATED QUANTITIES ARE THE AGENCY'S BEST ESTIMATE ONLY. THE AGENCY WILL PURCHASE ALL OF ITS REQUIREMENTS (INCLUDING THOSE TO BE PROVIDED TO OTHER ALABAMA STATE AGENCIES AND ALABAMA LOCAL GOVERNMENTS ON WHOSE BEHALF THE AGENCY PURCHASES VEHICLES) FOR THE TYPE OF VEHICLES IN THE CONFIGURATIONS DESCRIBED FOR A PERIOD ON ONE YEAR FROM THE DATE OF THIS CONTRACT.

   THIS CONTRACT PROVIDES FOR FOUR OPTION PERIODS, EACH ONE YEAR IN DURATION. IF EXERCISED, THE AGENCY WILL PURCHASE ALL OF ITS REQUIREMENTS DURING THOSE PERIODS AS DESCRIBED ABOVE AND UNDER THE TERMS AND CONDITIONS DESCRIBED ELSEWHERE IN THE CONTRACT. SUBSEQUENT CONTRACTS ARE DEPENDANT ON SATISFACTORY SERVICE OF THE ORIGINAL CONTRACT TO INCLUDE, BUT NOT BE EXCLUSIVE OF, EVALUATION OF THE POST DELIVERY SURVEY, AND IF AGREED UPON BY BOTH PARTIES.

ADDITIONALLY, THE CONTRACT PROVIDES THE INDEPENDENT CITIES NOT UNDER ALDOT JURISDICTION, THE AUTHORITY BUT NOT THE OBLIGATION TO PURCHASE LIKE VEHICLES AT THE PRICES EXPRESSED AND SUBJECT TO THE TERMS AND CONDITIONS HEREIN BY PLACING PURCHASE ORDERS WITH THE CONTRACTOR(S) WITHOUT THE INTERVENTION OF THE AGENCY. THE INDEPENDENT CITIES ARE NOT AUTHORIZED TO ALTER THE TERMS AND CONDITIONS OF THIS CONTRACT WITHOUT THE WRITTEN CONSENT OF THE AGENCY, ACTING THROUGH ITS CONTRACTING OFFICER. THE AUTHORITY OF THE INDEPENDENT CITIES TO PURCHASE VEHICLES THROUGH THIS CONTRACT SHALL BE CO-EXTENSIVE WITH THE TERM OF THE CONTRACT ITSELF (I.E., EXERCISE OF ANY OPTION PERIOD BY THE AGENCY WILL LIKEWISE EXTEND THE INDEPENDENT CITIES' AUTHORITY TO PURCHASE VEHICLES).

ORDERS WILL BE PLACED AS THE AGENCIES HAVE NEEDS. SUCH ORDERS WILL GIVE COMPLETE BILLING AND SHIPPING INSTRUCTIONS AND ADDRESS.

BY THE SUBMISSION OF A BID THE BIDDER ACKNOWLEDGES AND ACCEPTS THESE FACTS AND CONDITIONS.

3. THE CONTRACT PERIOD SHALL BE FROM THE DATE OF THE CONTRACT AWARD THROUGH THE CURRENT CHASSIS MODEL PRODUCTION YEAR WITH AN OPTION TO ISSUE A 2ND, 3RD, 4TH, & 5TH YEAR WITH THE SAME PRICING, TERMS AND CONDITIONS AND AGREEMENT BY BOTH PARTIES FOR THE SECOND AND THIRD CHASSIS PRODUCTION YEARS. ANY REBATES/INCENTIVES OFFERED BY THE MANUFACTURER AFTER THE BIDS HAVE BEEN OPENED WILL BE PASSED TO THE STATE, ITS AGENCIES/POLITICAL SUBDIVISIONS. A CHASSIS MODEL PRICE INCREASE WILL BE CONSIDERED WHEN A MODEL YEAR CHANGE IS SPECIFIC TO THE AUTOMOTIVE INDUSTRY. THE VENDOR MUST PROVIDE WITH THE BID A COPY OF THE INVOICE (ATTACHMENT A) FROM THE CHASSIS MANUFACTURER TO THE BODY MANUFACTURER INDICATING THE CURRENT CHASSIS MODEL PRICE AT THE TIME OF THE BID TO BE USED IN EVALUATING FUTURE CHASSIS PRICE INCREASES. THE VENDOR SHALL PROVIDE A CERTIFICATION FROM THE CHASSIS MANUFACTURER WITH EACH CONTRACT EXTENSION TO JUSTIFY THE CHASSIS MODEL INCREASE. THE PRICE MAY BE ADJUSTED ONLY IN THE SAME AMOUNT AS THE PRICE INCREASE TO THE CONTRACT VENDOR AND BE OF A NATURE THAT COULD NOT HAVE BEEN REASONABLY INCLUDED IN THE COST IN THE ORIGINAL BID. THE VENDOR MUST SUBMIT THE REQUEST AND ALL NECESSARY DOCUMENTATION ALONG WITH THE RESPONSE FOR CONTRACT RENEWAL. APPROVAL OF ANY SUCH INCREASE WILL BE AT THE STATES DISCRETION.

4. THE VENDOR MUST ADVISE THE DIVISION OF PURCHASING AND THE DEPARTMENT OF TRANSPORTATION OF THE DATE WHICH MANUFACTURER(S) WILL NOT ACCEPT ORDERS FOR PRODUCTION. THIS INFORMATION MUST BE FORWARDED, IN WRITING, ON THE SAME DAY RECEIVED AND THE SUCCESSFUL VENDOR MUST ACCEPT ALL ORDERS FOR DELIVERY UNTIL 12:00 NOON OF THE PRECEDING DAY.

5. ALL VEHICLES WILL COME EQUIPPED WITH ALL STANDARD EQUIPMENT AND ACCESSORIES PLUS ACCESSORIES AS SHOWN AND ALL EQUIPMENT WILL BE FACTORY INSTALLED UNLESS OTHERWISE INDICATED AND AUTHORIZED BY THE MANUFACTURER.

6. ALL UNLISTED MANUFACTURERS ACCESSORIES SHALL BE PRICED AT DEALER NET/NET COST.

7. ALL TITLE FEES ARE TO BE PAID BY VENDOR.

8. WARRANTY CARD AND SERVICE POLICY MUST ACCOMPANY VEHICLE WHEN DELIVERED AND VEHICLE MUST BE SERVICED AND READY FOR USE.

9. ALL VEHICLES ORDERED WILL BE DELIVERED F.O.B. DESTINATION. F.O.B. DESTINATION MEANS, DELIVERED IN SHOWROOM CONDITION TO THE RECEIVING AREA OF ANY STATE OR LOCAL GOVERNMENT AGENCY WITH ALL CHARGES FOR TRANSPORTATION PREPAID BY THE VENDOR. VEHICLES PROCURED BY THE ALABAMA DEPARTMENT OF TRANSPORTATION FOR OTHER/END

USERS WILL BE DELIVERED TO ALDOT, INSPECTED AND APPROVED FOR PAYMENT BY ALDOT STAFF. HOWEVER, APPLICATION FOR TITLE WILL BE MADE BY THE END USER.

10. NO ORDER MAY BE ASSIGNED, SUBLET, OR TRANSFERRED WITHOUT THE WRITTEN CONSENT OF THE ALABAMA DOT AND THE STATE PURCHASING DIRECTOR.

11. THE STATE D.O.T. RESERVES THE RIGHT TO INSPECT, AT THE MANUFACTURERS SITE, IN ACCORDANCE WITH FEDERAL REGULATION 49 CFR PART 663 PRE-AWARD AND POST-DELIVERY AUDIT THE FIRST VEHICLE, OR ANY SUBSEQUENT VEHICLE OR VEHICLES, PRODUCED IN CONFORMANCE WITH THESE SPECIFICATIONS BY RECIPIENT AGENCY. THE INSPECTION MAY BE PERFORMED AT THE PLACE OF MANUFACTURER (OR CONVERSION) OF THE VEHICLE AT ANY STAGE OF PRODUCTION, IF THE D.O.T. DESIRES TO EXERCISE THIS OPTION; OR MAY BE PERFORMED AT THE VENDOR'S PLACE OF BUSINESS. THE MANUFACTURER SHALL GIVE ALL NEEDED ASSISTANCE TO THE D.O.T. OR END USER PERSONNEL IN THE PERFORMANCE OF THIS INSPECTION. THE INSPECTION, IF MADE, WILL BE IN DETAIL BY DESIGNATED PERSONNEL AND MAY INVOLVE MODIFICATIONS, ADDITIONS, AND/OR DELETIONS FOR THE PURPOSE OF COMPLYING WITH THE SPECIFICATIONS, FOR THE VEHICLE AND ALL OTHER LIKE VEHICLES BEFORE THE VEHICLE(S) WILL BE ACCEPTED AND PAYMENT AUTHORIZED.
ALSO, ANY DELIVERED VEHICLE NOT CONFORMING TO THE SPECIFICATIONS CAN BE REJECTED AND CORRECTIONS REQUIRED; OR THE PRODUCTION OR A NEW VEHICLE MEETING THE SPECIFICATIONS MAY BE REQUIRED, BEFORE THE VEHICLE WILL BE ACCEPTED AND PAYMENT AUTHORIZED.

12. INVOICES ARE TO BE MAILED TO THE ADDRESS SHOWN ON THE INDIVIDUAL ORDER. AFTER THE VEHICLE HAS BEEN RECEIVED AND INVOICES SUBMITTED TO THE APPROPRIATE AGENCY, IT SHALL BE THE RESPONSIBILITY OF THAT AGENCY TO MAKE PAYMENT. ANY QUESTIONS CONCERNING PAYMENT SHOULD BE ADDRESSED TO THE AGENCY AS SHOWN IN THE "BILL TO" OR "SHIP TO" ADDRESS ON THE ORDER.

13. PENALTY FOR LATE DELIVERY: FAILURE TO MAKE DELIVERY WITHIN THE AGREED DELIVERY TIME WILL RESULT IN THE ASSESSMENT OF LIQUIDATED DAMAGES, TO ACCRUE AT A RATE OF $50.00 PER CALENDAR DAY ON EACH VEHICLE. THE DAMAGES SHALL ACCRUE FROM A MINIMUM OF ONE DAY AND IS NOT TO EXCEED A MAXIMUM AMOUNT EQUAL TO THE TOTAL COST OF THE VEHICLE. ALL DAMAGES WILL BE TO THE END USER. AN EXCEPTION MAY BE ALLOWED IF THE VENDOR CAN DOCUMENT UNAVOIDABLE/UNFORSEEN PROBLEMS WITH CHASSIS DELIVERY TO THE MANUFACTURER.

14. BUS TESTING REPORT: THE VENDOR MUST FURNISH WITH THE BID A COPY OF THE BUS TESTING REPORT FOR ALL VEHICLES REQUIRED TO BE TESTED UNDER 49 CFR PART 665- BUS TESTING.

15. THE VENDOR MUST BE FAMILIAR AND COMPLY WITH ALL FEDERAL REGULATIONS RELATIVE TO THE MANUFACTURING, PRODUCTION, CONVERSION, OR SALE OF VEHICLES FOR TRANSIT USE.

16. THE VENDOR MUST SUBMIT DOCUMENTATION THAT THE MANUFACTURER FULLY MEETS OEM CHASSIS MANUFACTURER REQUIREMENTS. (ATTACHMENT B)

17. THE STATE WILL AWARD TO THE MOST QUALIFIED BIDDER AS WELL AS THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER.
THE VENDOR'S ABILITY TO MEET PRODUCTION SCHEDULES; DELIVERY SCHEDULES, TERMS, AND DATES; QUALITY OF THE PRODUCT(S) TO BE SUPPLIED; COMFORMITY WITH SPECIFICATIONS; THE PURPOSES FOR WHICH REQUIRED; BASE PRICE, OPTIONS/ACCESSORIES, FAILURES AS NOTED IN THE ALTOONA BUS TEST REPORT AS APPLICABLE; AND VENDOR'S ABILITY TO SERVICE THE CONTRACT; WILL BE TAKEN INTO CONSIDERATION IN THE EVALUATION OF THE BID.

18. ONE COPY OF DETAILED IN-PLANT QUALITY ASSURANCE PROCEDURES IS

REQUIRED WITH THE BID, (ATTACHMENT C). THE IN-PLANT QUALITY CONTROL PROCEDURES SHALL INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING ELEMENTS: EACH PHASE, DEPARTMENT, STEP, STATION, ETC. OF THE MANUFACTURING/PRODUCTION PROCESS MUST HAVE A CHECKLIST FOR SUCH PHASE, DEPARTMENT, STEP, ETC. SHALL INSPECT FOR QUALITY CONTROL, FUNCTION, SPECIFICATIONS COMPLIANCE, AND ANY APPLICABLE QUALITY VEHICLE MANUFACTURER (QVM) REQUIREMENT PRIOR TO THE VEHICLE BEING ADVANCED THROUGH THE PRODUCTION LINE. SUCH INSPECTIONS MUST INCLUDE ANY/ALL APPLICABLE QVM REQUIREMENTS. INSPECTIONS MUST INCLUDE BUT ARE NOT LIMITED TO EG; CHASSIS, SUSPENSION, BODY, FLOORING, SEATING, ETC. QUALITY CONTROL PROCEDURES MUST ALSO INCLUDE A ROAD TEST AND A FINAL INSPECTION.

EACH VEHICLE MUST PASS ALL INSPECTIONS PRIOR TO DELIVERY. SAMPLES OF ALL INSPECTION FORMS MUST BE ATTACHED AND WILL BE EVALUATED IN DETERMINING A RESPONSIVE BID.

19. EACH BIDDER MUST SUBMIT WITH EACH BID, DOCUMENTATION REGARDING THE QUALIFICATIONS AND ABILITY OF THE BIDDER TO ADMINISTER SIMILAR STATEWIDE VEHICLE CONTRACTS (ATTACHMENT D). SUCH DOCUMENTATION SHALL INCLUDE BUT NOT BE LIMITED TO THE FOLLOWING:

    A. BIDDER SHALL PROVIDE A LIST OF MOST RECENT REFERENCE TO INCLUDE NAME, ADDRESS, TELEPHONE, AND NUMBER AND TYPE OF VEHICLES DELIVERED.

    B. DOCUMENTATION PROVING THE BIDDER'S CAPABILITY TO DELIVER AND SERVICE ALL VEHICLES IN THEIR ENTIRETY, INCLUDING TOWING, SOLD UNDER THIS CONTRACT. SUCH CAPABILITY MUST INCLUDE SERVICE VEHICLES, REPAIR FACILITY AND/OR SUB-CONTRACTED REPAIR FACILITY TO SERVICE THE ENTIRE STATE IN A TIMELY MANNER. BIDDER MUST HAVE EXPERIENCE IN STATEWIDE SALES, DELIVERY AND SERVICE OF VEHICLES ADEQUATELY DOCUMENTING THE BIDDER'S ABILITY TO FULFILL THE REQUIREMENTS OF THIS CONTRACT. THE INFORMATION PROVIDED WILL BE USED IN EVALUATION OF THE BID TO DETERMINE THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER. ANY ADDITIONAL INFORMATION NEEDED TO COMPLETE THE EVALUATION MUST BE PROVIDED BY THE VENDOR WITHIN TEN (10) CALENDAR DAYS FROM BIDDER'S RECEIPT OF REQUEST.

    C. MUST HAVE ADEQUATE ENGINEERING/SERVICE PERSONNEL, OR THE CAPABILITY TO HAVE SUCH PERSONNEL, TO SATISFY ANY ENGINEERING OR SERVICE PROBLEMS THAT MAY ARISE DURING THE WARRANTY PERIOD.

    D. MUST HAVE THE CAPABILITY TO ASSURE DELIVERY OF ALL EQUIPMENT WITHIN THE TIME SPECIFIED UNDER SUCH CONTRACT.

20. BIDDER MUST COMPLY WITH ALL SPECIFICATIONS IN ORDER FOR BID TO BE CONSIDERED RESPONSIVE. BASIC GENERAL TECHNICAL SPECIFICATIONS PUBLISHED BY THE MANUFACTURER WILL NOT BE ACCEPTED.

    BIDDERS MUST SUBMIT WITH THE BID A DETAILED DESCRIPTION OF ALL ACCESSORIES AND EQUIPMENT INCLUDED IN THE BID (ATTACHMENT E). ALL ACCESSORIES DESCRIBED MUST MEET OR EXCEED LISTED SPECIFICATIONS. FAILURE TO INCLUDE OR SUBMIT SUCH ITEMS WILL RENDER THE BID NON-RESPONSIVE AND BID WILL BE REJECTED.

    ANY DEVIATION FROM REQUIRED SPECIFICATIONS DISCOVERED UPON DELIVERY OF ANY CONTRACT VEHICLE WILL RESULT IN THE FOLLOWING:
    1) VENDOR WILL TAKE DELIVERED VEHICLE BACK AT HIS EXPENSE
    2) OUTSTANDING P.O. FOR VEHICLES NOT YET MANUFACTURED/DELIVERED WILL BE CANCELLED
    3) THE CONTRACT WILL BE CANCELLED EFFECTIVE IMMEDIATELY
    4) ANY FURTHER ACTION AGAINST THE VENDOR WILL BE DETERMINED BY THE PURCHASING DIRECTOR

21. IF FALSE OR MIS-INFORMATION IS PROVIDED IN THE BID, IT SHALL RESULT IN THE INVALIDATION OF THE BID AND/OR SUBSEQUENT CONTRACT, AND SUCH MANUFACTURER/VENDOR WILL BE PROHIBITED FROM BIDDING FOR A

PERIOD NOT LESS THAN THREE YEARS, AND/OR THE NEXT BIDDING CYCLE.

PART B
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B I D D E R C E R T I F I C A T I O N
(ATTACHMENT F)

THE FOLLOWING CERTIFICATIONS ARE REQUIRED BY FEDERAL OR STATE REGULATIONS AND MUST BE COMPLETED FOR EACH BID. FAILURE TO COMPLETE THESE CERTIFICATIONS MAY RESULT IN THE DISQUALIFICATIONS OF THE BID. CERTAIN CERTIFICATIONS MAY BE TEMPORARILY WAIVED IF SUFFICIENT WRITTEN JUSTIFICATION IS PROVIDED.

1. COMPTROLLER GENERAL'S LIST
"I HEREBY CERTIFY AS BIDDER THAT THE PERSON/FIRM SUBMITTING THIS BID IS NOT INCLUDED ON THE U.S. COMPTROLLER GENERAL'S CONSOLIDATED LIST OF PERSONS OR FIRMS CURRENTLY DEBARRED FOR VIOLATIONS OF VARIOUS PUBLIC CONTRACTS INCORPORATING LABOR STANDARDS PROVISIONS."

2. FEDERAL POLLUTION CONTROL STANDARDS
"I HEREBY CERTIFY AS BIDDER THAT ALL APPLICABLE FEDERAL POLLUTION CONTROL STANDARDS WILL BE MET. VERIFICATION WILL BE IMPRINTED OR OTHERWISE ATTACHED TO THE VEHICLE."

3. FEDERAL MOTOR VEHICLE SAFETY STANDSRDS
"I HEREBY CERTIFY AS BIDDER THAT ALL APPLICABLE MOTOR VEHICLE SAFETY STANDARDS WILL BE MET. VERIFICATION WILL ACCOMPANY THE VEHICLE."

4. NON-COLLUSION
"I HEREBY CERTIFY AS BIDDER THAT THIS BID WAS NOT MADE IN THE INTREST OF OR ON BEHALF OF ANY UNDISCLOSED PERSON, PARTNERSHIP, COMPANY, ORGANIZATION, OR CORPORATION: THAT SUCH BID IS GENUINE AND NOT COLLUSIVE OR SHAM, AND THAT SAID BIDDER HAS NOT BEEN A PARTY OF ANY AGREEMENT TO BID FIXED AMOUNT OR TO REFRAIN FROM BIDDING AND HAS NOT, DIRECTLY OR INDIRECTLY, BY AGREEMENT, COMMUNICATION OR CONFERENCE WITH ANYONE ATTEMPTED TO INDUCE ACTION PREJUDICIAL TO THE INTERESTS OF THE RECIPIENT OF THIS BID OR OF ANY BIDDER OR ANYONE ELSE INTERESTED IN THE PROPOSED CONTRACT."

5. SPECIFICATION COMPLIANCE
ALL SPECIFICATIONS MUST MEET OR EXCEED ALL SPECIFICATIONS AS STATED. ANY AND ALL VARIATIONS WHICH DO NOT MEET OR THAT EXCEED LISTED SPECIFICATIONS MUST BE EXPRESSLY STATED ON THE BID FORM.
"I HEREBY CERTIFY AS BIDDER THAT VEHICLE/EQUIPMENT BID WILL MEET OR EXCEED ALL SPECIFICATIONS AS LISTED."

6. ENERGY CONSERVATION REQUIREMENTS
"I HEREBY CERTIFY AS BIDDER THAT THE MANUFACTURER/DEALER AGREES TO COMPLY WITH MANDATORY STANDARDS AND POLICIES RELATING TO ENERGY EFFICIENCY WHICH ARE CONTAINED IN THE STATE ENERGY CONSERVATION PLAN ISSUED IN COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT."

7. CLEAN WATER REQUIREMENTS
1) THE MANUFACTURER/DEALER AGREES TO COMPLY WITH ALL APPLICABLE STANDARDS, ORDERS OR REGULATIONS ISSUED PURSUANT TO THE FEDERAL WATER POLLUTION CONTROL ACT, AS AMENDED, 33 U.S.C. 1251 ET SEQ. THE MANUFACTURER/DEALER AGREES TO REPORT EACH VIOLATION TO THE PURCHASER AND UNDERSTANDS AND AGREES THAT THE PURCHASER WILL, IN TURN, REPORT EACH VIOLATION AS REQUIRED TO ASSURE NOTIFICATION TO FTA AND THE APPROPRIATE EPA REGIONAL OFFICE.
2) THE MANUFACTURER/DEALER ALSO AGREES TO INCLUDE THESE

REQUIREMENTS IN EACH SUBCONTRACT EXCEEDING $100,000 FINANCED IN WHOLE OR IN PART WITH FEDERAL ASSISTANCE PROVIDED BY FTA."

8. CLEAN AIR REQUIREMENTS
1) THE MANUFACTURER/DEALER AGREES TO COMPLY WITH ALL APPLICABLE STANDARDS, ORDERS OR REGULATIONS ISSUED PURSUANT TO THE CLEAN AIR ACT, AS AMENDED, 42 U.S.C. 7401 ET SEQ. THE MANUFACTURER/DEALER AGREES TO REPORT EACH VIOLATION TO THE PURCHASER AND UNDERSTANDS AND AGREES THAT THE PURCHASERS WILL, IN TURN, REPORT EACH VIOLATION AS REQUIRED TO ASSURE NOTIFICATION TO FTA AND THE APPROPRIATE EPA REGIONAL OFFICE.
2) THE MANUFACTURER/DEALER ALSO AGREES TO INCLUDE THESE REQUIREMENTS IN EACH SUBCONTRACT EXCEEDING $100,000 FINANCED IN WHOLE OR IN PART WITH FEDERAL ASSISTANCE PROVIDED BY FTA.

9. FEDERAL CHANGES
THE CONTRACTOR SHALL AT ALL TIMES COMPLY WITH ALL APPLICABLE FTA REGULATIONS, POLICIES, PROCEDURES, AND DIRECTIVES, INCLUDING WITHOUT LIMITATION THOSE LISTED DIRECTLY OR BY REFERENCE IN THE AGREEMENT BETWEEN PURCHASER AND FTA, AS THEY MAY BE AMENDED OR PROMULGATED FROM TIME TO TIME DURING THE TERM OF THIS CONTRACT. CONTRACTOR'S FAILURE TO SO COMPLY SHALL CONSTITUTE A MATERIAL BREACH OF THIS CONTRACT.

10. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
OVERTIME REQUIREMENTS-NO CONTRACTOR OR SUBCONTRACTOR CONTRACTING FOR ANY PART OF THE CONTRACT WORK WHICH MAY REQUIRE OR INVOLVE THE EMPLOYMENT OF LABORERS OR MECHANICS SHALL REQUIRE OR PERMIT ANY SUCH LABORER OR MECHANIC IN ANY WORK WEEK IN WHICH HE OR SHE IS EMPLOYED ON SUCH WORK TO WORK IN EXCESS OF FORTY (40) HOURS IN ANY SUCH WORK WEEK UNLESS SUCH LABORER OR MACHANIC RECEIVES COMPENSATION AT A RATE OF NOT LESS THAN ONE AND ONE-HALF TIMES THE BASIC RATE OF PAY FOR ALL HOURS WORKED IN EXCESS OF FORTY (40) HOURS IN SUCH WORK WEEK. PAYROLLS AND BASIC RECORDS - PAYROLLS AND BASIC RECORDS RELATING THERETO SHALL BE MAINTAINED BY THE CONTRACTOR DURING THE COURSE OF THE WORK AND PRESERVED FOR A PERIOD OF THREE (3) YEARS THEREAFTER FOR ALL LABORERS AND MECHANICS WORKING AT THE SITE OF THE WORK. ALL RECORDS SHALL BE KEPT ACCORDING TO 1(B)(2)(B) OF THE DAVIS-BACON ACT.

11. NO GOVERNMENT OBLIGATION TO THIRD PARTIES
THE PURCHASER AND CONTRACTOR ACKNOWLEDGES AND AGREE THAT, NOTWITHSTANDING ANY CONCURRENCE BY THE FEDERAL GOVERNMENT IN OR APPROVAL OF THE SOLICITATION OR AWARD OF THE UNDERLYING CONTRACT, ABSENT THE EXPRESS WRITTEN CONSENT BY THE FEDERAL GOVERNMENT, THE FEDERAL GOVERNMENT IS NOT A PARTY TO THIS CONTRACT AND SHALL NOT BE SUBJECT TO ANY OBLIGATIONS OR LIABILITIES TO THE PURCHASER, CONTRACTOR, OR ANY OTHER PARTY (WHETHER OR NOT A PARTY TO THAT CONTRACT PERTAINING TO ANY MATTER RESULTING FROM THE UNDERLYING CONTRACT).

12. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS
1) THE CONTRACTOR ACKNOWLEDGES THAT THE PROVISIONS OF THE PROGRAM FRAUD CIVIL REMEDIES ACT OF 1986, AS AMENDED, 31 U.S.C. SS SS 3801 ET SEQ. AND U.S. DOT REGULATIONS, "PROGRAM FRAUD CIVIL REMEDIES," 49 C.F.R. PART 31, APPLY TO ITS ACTIONS PERTAINING TO THIS PROJECT. UPON EXECUTION OF THE UNDERLYING CONTRACT, THE CONTRACTOR CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF ANY STATEMENT IT HAS MADE, IT MAKES, IT MAY MAKE, OR CAUSES TO BE MADE, PERTAINING TO THE UNDERLYING CONTRACT OR THE FTA ASSISTED PROJECT FOR WHICH THIS CONTRACT WORK IS BEING PERFORMED. IN ADDITION TO OTHER PENALTIES THAT MAY BE APPLICABLE, THE CONTRACTOR FURTHER ACKNOWLEDGES THAT IF IT MAKES, OR CAUSES TO BE MADE, A FALSE, FICTITIOUS, OR FRAUDULENT CLAIM, STATEMENT, SUBMISSION, OR CERTIFICATION, THE FEDERAL GOVERNMENT RESERVES THE RIGHT TO IMPOSE THE PENALTIES OF THE PROGRAM FRAUD CIVIL REMEDIES ACT OF 1986 ON THE CONTRACTOR TO THE EXTENT OF THE FEDERAL

GOVERNMENT DEEMS APPROPRIATE.
2) THE CONTRACTOR ALSO ACKNOWLEDGES THAT IF IT MAKES, OR CAUSES TO BE MADE, A FALSE, FICTITIOUS, OR FRAUDULENT CLAIM, STATEMENT, SUBMISSION, OR CERTIFICATION TO THE FEDERAL GOVERNMENT UNDER A CONTRACT CONNECTED WITH A PROJECT THAT IS FINANCED IN WHOLE OR IN PART WITH FEDERAL ASSISTANCE ORIGINALLY AWARDED BY FTA UNDER THE AUTHORITY OF 49 U.S.C. SS 5307, THE GOVERNMENT RESERVES THE RIGHT TO IMPOSE THE PENALTIES OF 18 U.S.C. SS 1001 AND 49 U.S.C. SS 5307(N)(1) ON THE CONTRACTOR, TO THE EXTENT THE FEDERAL GOVERNMENT DEEMS APPROPRIATE.
3) THE CONTRACTOR AGREES TO INCLUDE THE ABOVE TWO CLAUSES IN EACH SUBCONTRACT FINANCED IN WHOLE OR IN PART WITH FEDERAL ASSISTANCE PROVIDED BY FTA. IT IS FURTHER AGREED THAT THE CLAUSES SHALL NOT BE MODIFIED, EXCEPT TO IDENTIFY THE SUBCONTRACTOR WHO WILL BE SUBJECT TO THE PROVISIONS.

13. TERMINATION
IF THE CONTRACTOR FAILS TO DELIVER SUPPLIES OR TO PERFORM THE SERVICES WITHIN THE TIME SPECIFIED IN THIS CONTRACT OR ANY EXTENSION OR IF THE CONTRACTOR FAILS TO COMPLY WITH ANY OTHER PROVISIONS OF THIS CONTRACT, THE (RECIPIENT) MAY TERMINATE THIS CONTRACT FOR DEFAULT. THE (RECIPIENT) SHALL TERMINATE BY DELIVERING TO THE CONTRACTOR A NOTICE OF TERMINATION SPECIFYING THE NATURE OF THE DEFAULT. THE CONTRACTOR WILL ONLY BE PAID THE CONTRACT PRICE FOR SUPPLIES DELIVERED AND ACCEPTED, OR SERVICES PERFORMED IN ACCORDANCE WITH THE MANNER OR PERFORMANCE SET FORTH IN THIS CONTRACT.

14. BREACHES AND DISPUTE RESOLUTIONS
DISPUTES - DISPUTES ARISING IN THE PERFORMANCE OF THIS CONTRACT WHICH ARE NOT RESOLVED BY AGREEMENT OF THE PARTIES SHALL BE DECIDED IN WRITING BY THE AUTHORIZED REPRESENTATIVE OF (RECIPIENT'S) <TITLE OF EMPLOYEE>. THIS DECISION SHALL BE FINAL AND CONCLUSIVE UNLESS WITHIN TEN (10) DAYS FROM THE DATE OF RECEIPT OF ITS COPY, THE CONTRACTOR MAILS OR OTHERWISE FURNISHES A WRITTEN APPEAL TO THE DIRECTOR, ALABAMA DEPARTMENT OF FINANCE. IN CONNECTION WITH ANY SUCH APPEAL, THE CONTRACTOR SHALL BE AFFORDED AN OPPORTUNITY TO BE HEARD AND TO OFFER EVIDENCE IN SUPPORT OF ITS POSITION. THE DECISION OF THE DIRECTOR SHALL BE BINDING UPON THE CONTRACTOR AND THE CONTRACTOR SHALL ABIDE BY THE DECISION.

PERFORMANCE DURING DISPUTE - UNLESS OTHERWIDE DIRECTED BY ALDOT, CONTRACTOR SHALL CONTINUE PERFORMANCE UNDER THIS CONTRACT WHILE MATTERS IN DISPUTE ARE BEING RESOLVED.

CLAIMS FOR DAMAGES - SHOULD EITHER PARTY TO THE CONTRACT SUFFER INJURY OR DAMAGE TO PERSON OR PROPERTY BECAUSE OF ANY ACT OR OMISSION OF THE PARTY OR OF ANY OF HIS EMPLOYEES, AGENTS OR OTHERS FOR WHOSE ACTS HE IS LEGALLY LIABLE, A CLAIM FOR DAMAGES THEREFOR SHALL BE MADE IN WRITING TO SUCH OTHER PARTY WITHIN A REASONABLE TIME AFTER THE FIRST OBSERVANCE OF SUCH INJURY OF DAMAGE.

REMEDIES - UNLESS THIS CONTRACT PROVIDES OTHERWISE, ALL CLAIMS, COUNTERCLAIMS, DISPUTES AND OTHER MATTERS IN QUESTION BETWEEN ALDOT AND THE CONTRACTOR ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ITS BREACH WILL BE DECIDED BY ARBITRATION IF THE PARTIES MUTUALLY AGREE, OR IN A COURT OF COMPETENT JURISIDICTION WITHIN THE STATE IN WHICH ALDOT IS LOCATED.

RIGHTS AND REMEDIES - THE DUTIES AND OBLIGATIONS IMPOSED BY THE CONTRACT DOCUMENTS AND THE RIGHTS AND REMEDIES AVAILABLE THEREUNDER SHALL BE IN ADDITION TO AND NOT A LIMITATION OF ANY DUTIES, OBLIGATIONS, RIGHTS AND REMEDIES OTHERWISE IMPOSED OR AVAILABLE BY LAW. NO ACTION OR FAILURE TO ACT BY THE (RECIPIENT), (ARCHITECT) OR CONTRACTOR SHALL CONSTITUTE A WAIVER

OF ANY RIGHT OR DUTY AFFORDED ANY OF THEM UNDER THE CONTRACT, NOR SHALL ANY SUCH ACTION OR FAILURE TO ACT CONSTITUTE AN APPROVAL OF OR ACQUIESCENCE IN ANY BREACH THEREUNDER, EXCEPT AS MAY BE SPECIFICALLY AGREED IN WRITING.

15. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS THE PRECEDING PROVISIONS INCLUDE, IN PART, CERTAIN STANDARD TERMS AND CONDITIONS REQUIRED BY DOT, WHETHER OR NOT EXPRESSLY SET FORTH IN THE PRECEDING CONTRACT PROVISIONS. ALL CONTRACTUAL PROVISIONS REQUIRED BY DOT, AS SET FORTH IN FTA CIRCULAR 4220.1D, DATED APRIL 15, 1996, ARE HEREBY NOTWITHSTANDING, ALL FTA MANDATED TERMS SHALL BE DEEMED TO CONTROL IN THE EVENT OF A CONFLICT WITH OTHER PROVISIONS CONTAINED IN THIS AGREEMENT. THE CONTRACTOR SHALL NOT PERFORM ANY ACT, FAIL TO PERFORM ANY ACT, OR REFUSE TO COMPLY WITH ANY ALDOT REQUESTS WHICH WOULD CAUSE ALDOT TO BE IN VIOLATION OF THE FTA TERMS AND CONDITONS.

16. CIVIL RIGHTS

THE FOLLOWING REQUIREMENTS APPLY TO THE UNDERLYING CONTRACT:

1) NONDISCRIMINATION - IN ACCORDANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT, AS AMENDED, 42 U.S.C. SS 2000D, SECTION 303 OF THE AGE DISCRIMINATION ACT OF 1975, AS AMENDED, 42 U.S.C. SS 6102, SECTION 202 OF THE AMERICANS WITH DISABILITIES ACT OF 1990, 42 U.S.C. SS 12132, AND FEDERAL TRANSIT LAW AT 49 U.S.C. SS 5332,

THE CONTRACTOR AGREES THAT IT WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, COLOR, CREED, NATIONAL ORIGIN, SEX, AGE, OR DISABILITY. IN ADDITION, THE CONTRACTOR AGREES TO COMPLY WITH APPLICABLE FEDERAL IMPLENENTING REGULATIONS AND OTHER IMPLEMENTING REQUIREMENTS FTA MAY ISSUE.

2) EQUAL EMPLOYMENT OPPORTUNITY - THE FOLLOWING EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS APPLY TO THE UNDERLYING CONTRACT:
A) RACE, COLOR, CREED, NATIONAL ORIGIN, SEX - IN ACCORDANCE WITH TITLE VII OF THE CIVIL RIGHTS ACT, AS AMENDED, 42 U.S.C. SS 2000E, AND FEDERAL TRANSIT LAWS AT 49 U.S.C. SS 5332, THE CONTRACTOR AGREES TO COMPLY WITH ALL APPLICABLE EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS OF U.S. DEPARTMENT OF LABOR (U.S. DOL) REGULATIONS, "OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS, EQUAL EMPLOYMENT OPPORTUNITY, DEPARMENT OF LABOR," 41 C.F.R. PARTS 60 ET SEQ., (WHICH IMPLEMENT EXECUTIVE ORDER NO. 11246, "EQUAL EMPLOYMENT OPPORTUNITY," AS AMEDED BY EXECUTIVE ORDER NO. 11375, "AMENDING EXECUTIVE ORDER 11246 RELATING TO EQUAL EMPLOYMENT OPPORTUNITY," 42 U.S.C. SS 2000E NOTE), AND WITH ANY APPLICABLE FEDERAL STATUTES, EXECUTIVE ORDERS, REGULATIONS, AND FEDERAL POLICIES THAT MAY IN THE FUTURE AFFECT CONSTRUCTION ACTIVITIES UNDERTAKEN IN THE COURSE OF THE PROJECT. THE CONTRACTOR AGREES TO TAKE AFFIRMATIVE ACTION TO ENSURE THAT APPLICANTS ARE EMPLOYED, AND THAT EMPLOYEES ARE TREATED DURING EMPLOYMENT, WITHOUT REGARD TO THEIR RACE, COLOR, CREED, NATIONAL ORIGIN, SEX OR AGE. SUCH ACTION SHALL INCLUDE, BUT NOT BE LIMITED TO, THE FOLLOWING: EMPLOYMENT, UPGRADING, DEMOTION OR TRANSFER, RECRUITMENT OR RECRUITMENT ADVERTISING, LAYOFF OR TERMINATION; RATES OF PAY OR OTHER FORMS OF COMPENSATION; AND SELECTION FOR TRAINING, INCLUDING APPRENTICESHIP. IN ADDITION, THE CONTRACTOR AGREES TO COMPLY WITH ANY IMPLEMENTING REQUIREMENTS FTA MAY ISSUE.

B) AGE - IN ACCORDANCE WITH SECTION 4 OF THE AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967, AS AMENDED, 29 U.S.C. SS SS 623 AND FEDERAL TRANSIT LAW AT 49 U.S.C. SS 5332, THE CONTRACTOR AGREES TO REFRAIN FROM DISCRIMINATION AGAINST PRESENT AND PROSPECTIVE EMPLOYEES FOR REASON OF AGE. IN ADDITION, THE CONTRACTOR AGREES TO COMPLY WITH ANY IMPLEMENTING REQUIREMENTS FTA MAY

ISSUE.

C) DISABILITIES - IN ACCORDANCE WITH SECTION 102 OF THE AMERICANS WITH DISABILITIES ACT, AS AMENDED, 42 U.S.C. SS 12112, THE CONTRACTOR AGREES THAT IT WILL COMPLY WITH THE REQUIREMENTS OF U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION, "REGULATIONS TO IMPLEMENT THE EQUAL EMPLOYEMENT PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT," 29 C.F.R. PART 1630, PERTAINING TO EMPLOYMENT OF PERSONS WITH DISABILITIES. IN ADDITION, THE CONTRACTOR AGREES TO COMPLY WITH ANY IMPLEMENTING REQUIREMENTS FTA MAY ISSUE.

3) THE CONTRACTOR ALSO AGREES TO INCLUDE THESE REQUIREMENTS IN EACH SUBCONTRACT FINANCED IN WHOLE OR IN PART WITH FEDERAL ASSISTANCE PROVIDED BY FTA, MODIFIED ONLY IF NECESSARY TO IDENTIFY THE AFFECTED PARTIES.

17. STATE AND LOCAL LAW DISCLAIMER
THE USE OF MANY OF THE FTA SUGGESTED CLAUSES ARE NOT GOVERNED BY FEDERAL LAW, BUT ARE SIGNIFICANTLY AFFECTED BY STATE LAW. THE LANGUAGE OF THE FTA SUGGESTED CLAUSES MAY NEED TO BE MODIFIED DEPENDING ON STATE LAW, AND THAT BEFORE THE SUGGESTED CLAUSES ARE USED IN THE VENDORS PROCUREMENT DOCUMENTS, THE VENDOR SHOULD CONSULT WITH THEIR LOCAL ATTORNEY.

18. CARGO PREFERENCE - USE OF UNITED STATES-FLAG VESSESL
THE CONTRACTOR AGREES: A. TO USE PRIVATELY OWNED UNITED STATES-FLAG COMMERCIAL VESSELS TO SHIP AT LEAST 50 PERCENT OF THE GROSS TONNAGE (COMPUTED SEPARATELY FOR DRY BULK CARRIERS, DRY CARGO LINERS, AND TANKERS) INVOLVED, WHENEVER SHIPPING ANY EQUIPMENT, MATERIAL, OR COMMODITIES PURSUANT TO THE UNDERLYING CONTRACT TO THE EXTENT SUCH VESSELS ARE AVAILABLE AT FAIR AND REASONABLE RATES FOR UNITED STATES-FLAG COMMERCIAL VESSELS; B. TO FURNISH WITHIN 20 WORKING DAYS FOLLOWING THE DATE OF LOADING FOR SHIPMENTS ORIGINATING WITHIN THE UNITED STATES OR WITHIN 30 WORKING DAYS FOLLOWING THE DATE OF LEADING FOR SHIPMENTS ORIGINATING OUTSIDE THE UNITED STATED, A LEGIBLE COPY OF A RATED, "ON-BOARD" COMMERCIAL OCEAN BILL-OF-LADING IN ENGLISH FOR EACH SHIPMENT OF CARGO DESCRIBED IN THE PRECEDING PARAGRAPH TO THE DIVISION OF NATIONAL CARGO, OFFICE OF MARKET DEVELOPMENT, MARITIME ADMINISTRATION, WASHINGTON, DC 20590 AND TO THE FTA RECIPIENT (THROUGH THE CONTRACTOR IN THE CASE OF A SUBCONTRACTOR'S BILL-OF-LADING). C. TO INCLUDE THESE REQUIREMENTS IN ALL SUBCONTRACTS ISSUED PURSUANT TO THIS CONTRACT WHEN THE SUBCONTRACT MAY INVOLVE THE TRANSPORT OF EQUIPMENT, MATERIAL, OR COMMODITIES BY OCEAN VESSEL.

ACKNOWLEDGEMENT:

"I CERTIFY THAT I HAVE READ, UNDERSTAND AND WILL COMPLY WITH ALL OR THE REQUIRED CERTIFICATIONS INCLUDING THE VEHICLE MANUFACTURERS DBE CERTIFICATION. I ALSO CERTIFY THAT ALL VEHICLE/EQUIPMENT BID WILL MEET AND COMPLY WITH ALL OF THE REQUIRED SPECIFICATIONS."

BY:_____
(TYPED COMPLETE LEGAL NAME OF BIDDER)

_____
(SIGNATURE OF AUTHORIZED REPRESENTATIVE)

_____
(TYPED NAME OF AUTHORZED REPRESENTATIVE)

NOTARY:_____
SIGNATURE AND STAMP

19. BUY AMERICAN
"I HEREBY CERTIFY AS BIDDER THAT ALL APPLICABLE BUY AMERICAN REQUIREMENTS WILL BE MET AS REFERENCED IN SECTION 165A OF THE SURFACE TRANSPORTATION ASSISTANCE ACT OF 2982 P.L. 97-424 AND 49 CFR PART 661. AS REQUIRED BY TITLE 49 OF THE CFR, PART 663 (AS THE MANUFACTURER OR AUTHORIZED DEALER) DOES HEREBY CERTIFY THAT THE (MODEL, PASSENGER CAPACITY AND GENERAL DESCRIPTION) DOES MEET THE REQUIREMENTS OF SECTION 165(B)(3) OF THE SURFACE TRANSPORTATION ASSISTANCE ACT OF 1982 AS AMENDED AND SHALL PROVIDE DOCUMENTATION AS TO THE PROPOSED COMPONENT AND SUBCOMPONENT PARTS OF THE VEHICLE IDENTIFIED BY MANUFACTURER, COUNTRY OF ORIGIN AND COST, AND THE PROPOSED LOCATION OF THE FINAL ASSEMBLY POINT, INCLUDING A DESCRIPTION OF THE ACTIVITIES THAT WILL TAKE PLACE AT THE FINAL ASSEMBLY POINT, AND THE COST OF FINAL ASSEMBLY.

DATE:_____

SIGNATURE:_____

TYPED NAME:_____

TITLE:_____

20. BUS TESTING
"I HEREBY CERTIFY AS BIDDER THAT ALL APPLICABLE REGULATIONS AND PROCEDURES REGARDING 49 CFR PART 665, BUS TESTING PROGRAM, HAVE BEEN MET. (EFFECTIVE DATE OR PROCEDURES, NOV. 08, 1990 AND ANY REVISIONS THERETO.)

CERTIFICATION OF BUS TESTING

THE VEHICLE BEING BID WAS TESTED AS A _____ YEAR, _____ MILE VEHICLE. A COPY OF THE EXECUTIVE SUMMARY MUST BE ATTACHED TO THE BID (ATTACHMENT G).

A COPY OF THE COMPLETE TEST RESULTS WILL BE FORWARDED AS SOON AS POSSIBLE AND BEFORE CONSTRUCTION OF THE PILOT MODEL.

DATE:_____

SIGNATURE:_____
(AUTHORIZED REPRESENTATIVE)

TYPED NAME:_____

TITLE:_____

THE VEHICLE BEING BID IS EXEMPT FROM BUS TESTING.

DATE:_____

SIGNATURE:_____
(AUTHORIZED REPRESENTATIVE)

TYPED NAME:_____

TITLE:_____

* NOTE: IF VEHICLE BEING BID FAILS TO MEET BUS TESTING REQUIREMENTS OR FALSE INFORMATION IS PROVIDED, IT SHALL RESULT IN THE INVALIDATION OF THE BID AND/OR SUBSEQUENT CONTRACT, AND SUCH MANUFACTURER WILL BE PROHIBITED FROM BIDDING THE NEXT TIME SUCH VEHICLE TYPE IS BID.

THE BIDDER MUST SUBMIT WITH THE BID, A CERTIFICATION FROM THE MANUFACTURER STATING THAT THE VEHICLE BID HAS BEEN PROPERLY TESTED IN THE APPROPORIATE CATEGORY OF TESTING (ATTACHMENT T).
IF SUCH VEHICLE HAS A USEFUL LIFE LESS THAN THE LEVEL TESTED, THE BIDDER SHALL REIMBURSE THE END USER AN AMOUNT OF FUNDS EQUAL TO THE DEPRECIATED DIFFERENCE BETWEEN THE ACTUAL USEFUL LIFE OF THE VEHICLE AND THE TESTED LEVEL OF THE VEHICLE. TEST FAILURES OF SUCH TESTING REPORTS WILL BE CONSIDERED IN THE EVALUATION OF THE BID.

21. CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, _____, HEREBY CERTIFY ON BEHALF OF

_____ THAT
(NAME & TITLE OF AUTHORIZED OFFICIAL)

_____
(NAME OF COMPANY)

1) NO FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR WILL BE PAID, BY OR ON BEHALF OF THE UNDERSIGNED, TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THE AWARDING OF ANY FEDERAL CONTRACT, THE MAKING OF ANY FEDERAL GRANT, THE MAKING OF ANY FEDERAL LOAN, THE ENTERING INTO OF ANY COOPERATIVE AGREEMENT, AND THE EXTENSION, CONTINUATION, RENEWAL, AMENDMENT, OR MODIFICATION OF ANY FEDERAL CONTRACT, GRANT, LOAN, OR COOPERATIVE AGREEMENT.

2) IF ANY FUNDS OTHER THAN FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR WILL BE PAID TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OF A MEMBER OR CONGRESS IN CONNECTION WITH THE FEDERAL CONTRACT, GRANT, LOAN, OR COOPERATIVE AGREEMENT, THE UNDERSIGNED SHALL COMPLETE AND SUBMIT STANDARD FORM-LLL, DISCLOSURE FORM TO REPORT LOBBYING, IN ACCORDANCE WITH ITS INSTRUCTIONS.

3) THE UNDERSIGNED SHALL REQUIRE THAT THE LANGUAGE OF THIS CERTIFICATION BE INCLUDED IN THE AWARD DOCUMENTS FOR ALL SUBAWARDS AT ALL TIERS (INCLUDING SUBCONTRACTS, SUBGRANTS, AND CONTRACTS UNDER GRANTS, LOANS, AND COOPERATIVE AGREEMENTS) AND THAT ALL SUBRECIPIENTS SHALL CERTIFY AND DISCLOSE ACCORDINGLY.

THIS CERTIFICATION IS A MATERIAL REPRESENTATION OF FACT UPON WHICH RELIANCE IS PLACED WHEN THIS TRANSACTION WAS MADE OR ENTERED INTO. SUBMISSION OF THIS CERTIFICATION IS A PREREQUISITE FOR MAKING OR ENTERING INTO THIS TRANSACTION IMPOSED BY SECTION 1352, TITLE 31, U.S. CODE. ANY PERSON WHO FAILS TO FILE THE REQUIRED CERTIFICATION SHALL BE SUBJECT TO A CIVIL PENALTY OF NOT LESS THAN $10,000 AND NOT MORE THAN $100,000 FOR EACH SUCH FAILURE.

EXECUTED THIS _____ DAY OF _____, _____

BY _____
(SIGNATURE OF AUTHORIZED OFFICIAL)

_____
(TITLE OF AUTHORIZED OFFICIAL)

22. CERTIFICATION OF COMPLIANCE WITH DISADVANTAGED BUSINESS

ENTERPRISE REGULATIONS
TRANSIT VEHICLE MANUFACTURERS BIDDING ON FTA ASSISTED VEHICLE PROCUREMENTS MUST CERTIFY TO RECIPIENTS THAT THEY HAVE AN FTA APPROVED OVERALL GOAL. EFFECTIVE DATE OF THIS REQUIREMENT IS OCTOBER 1, 1983. MANUFACTURERS, DISTRIBUTORS, AND DEALERS OF TRANSIT VEHICLES ARE REQUIRED TO COMPLY WITH FEDERAL WBE, MBE, AND DBE REGULATIONS.

NOTE: IF BIDDING AS A MANUFACTURER, FILL OUT CERTIFICATION A BELOW.

OR

IF BIDDING AS A DISTRIBUTOR/DEALER, FILL OUT CERTIFICATION B BELOW.

CERTIFICATION A:
THE BIDDER, AS A MANUFACTURER OF TRANSIT VEHICLES, HEREBY CERTIFIES THAT IT HAS COMPLIED WITH THE REQUIREMENTS OF 49 CFR 23.67 BY SUBMITTING ANNUAL WBE, MBE, AND DBE GOALS TO THE FEDERAL TRANSPORTATION ADMINISTRATION (FTA). THE GOALS HAVE EITHER BEEN APPROVED OR NOT DISAPPROVED BY FTA.

NAME OF MANUFACTURER:

_____
TYPE OR PRINT NAME AND TITLE OF MANUFACTURERS

_____
AUTHORIZED OFFICIAL EXECUTING THIS CERTIFICATION

_____
SIGNATURE OF MANUFACTURER'S AUTHORIZED OFFICIAL

CERTIFICATION B:
THE BIDDER, AS A DISTRIBUTOR/DEALER OF TRANSIT VEHICLES, HEREBY CERTIFIES THAT THE MANUFACTURER OF THE TRANSIT VEHICLE(S) TO BE SUPPLIED HAS COMPLIED WITH THE ABOVE REFERENCED CERTIFICATION REQUIREMENTS OF 49 CFR SECTION 23.67.

NAME OF DEALER/DISTRIBUTOR:

_____
(TYPE OR PRINT NAME AND TITLE OF DEALER/DISTRIBUTOR'S)

_____
AUTHORIZED OFFICIAL EXECUTING THIS CERTIFICATION

_____
SIGNATURE OF DEALER/DISTRIBUTOR'S AUTHORIZED OFFICICAL

NOTE: ANY BID RECEIVED WITHOUT ALL CERTIFICATIONS PROPERLY SIGNED AND NOTORIZED OR OTHERWISE INCOMPLETE WILL BE CONSIDERED NONCOMPLIANT.

COMPLIANCE:
FEDERAL AND STATE GOVERNMENTS REQUIRE VARIOUS CERTIFICATIONS BE ATTACHED TO EACH BID. THESE CERTIFICATIONS ASSURE THE INTEGRITY OF THE BIDDER, THE QUALITY OF THE PRODUCT, AND PROTECTS THE GOVERNMENT'S INTEREST. ALL REQUIRED CERTIFICATES ARE INCLUDED AS PART OF THIS BID PACKAGE. THEY MUST BE COMPLETED AND SIGNED BY APPROPRIATE OFFICAL.

DELIVERY:
DELIVERY SHALL BE WITHIN THE TIME SHOWN ON PAGE ONE (1) LINE ONE (1) OF THIS BID, BUT IN NO CASE WILL DELIVERY OVER 120 CALENDAR DAYS BE ACCEPTABLE, HOWEVER THE VENDOR MAY SHOW WRITTEN DOCUMENTATION THAT THE

CIRCUMSTANCES ARE BEYOND THE VENDOR'S CONTROL.

FLY AMERICA:
THE MANUFACTURER/DEALER UNDERSTANDS AND AGREES THAT THE FEDERAL GOVERNMENT WILL NOT PARTICIPATE IN THE COSTS OF INTERNATIONAL AIR TRANSPORTATION OF ANY PERSONS INVOLVED IN OR PROPERTY ACQUIRED FOR THE PROJECT UNLESS THAT AIR TRANSPORTATION IS PROVIDED BY U.S.-FLAG AIR CARRIERS IS AVAILABLE, IN ACCORDANCE WITH THE REQUIREMENTS OF THE INTERNATIONAL AIR TRANSPORTATION FAIR COMPETETIVE PRACTICES ACT OF 1974, AS AMENDED, 49 USC S 40118, AND WITH US GSA REGULATIONS, "USE OF UNITED STATES FLAG AIR CARRIERS", 41 CFR SS 301-10.131 - 301.10.143.

ACCESS TO THIRD PARTY CONTRACT RECORDS:
THE MANUFACTURER/DEALER AGREES TO REQUIRE ITS THIRD PARTY CONTRACTORS AND THIRD PARTY SUBCONTRACTORS, AT AS MANY TIERS OF THE PROJECT AS REQUIRED, TO PROVIDE TO THE U.S. SECRETARY OF TRANSPORTATION AND THE COMPTROLLER GENERAL OF THE UNITED STATES OR THIR DULY AUTHORIZED REPRESENTATIVES, ACCESS TO ALL THIRD PARTY RECORDS AS REQUESTED TO CONDUCT AUDITS AND INSPECTIONS RELATED TO ANY THIRD PARTY CONTRACT THAT HAS NOT BEEN AWARDED ON THE BASIS OF COMPETITIVE BIDDING FOR A CAPITAL OR IMPROVEMENT PROJECT, AS REQUIRED BY 49 U.S.C. S 5325 (A). THE MANUFACTURER/DEALER FURTHER AGREES TO REQUIRE ITS THIRD PARTY CONTRACTORS AND THIRD PARTY SUB-CONTRACTORS, AT AS MANY TIERS OF THE PROJECT AS REQUIRED, TO PROVIDE SUFFICIENT ACCESS TO THIRD PARTY PROCUREMENT RECORDS AS NEEDED FOR COMPLIANCE WITH FEDERAL REGULATIONS OR TO ASSURE PROPER PROJECT MANAGEMENT AS DETERMINED BY FTA.

RECYCLED PRODUCTS:
THE BIDDER AGREES TO COMPLY WITH ALL THE REQUIREMENTS OF SECTION 6002 OF THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), AS AMENDED (42 U.S.C. 6962), INCLUDING BUT NOT LIMITED TO THE REGULATORY PROVISIONS OF 40 CFR PART 247, AND EXECUTIVE ORDER 12873, AS THEY APPLY TO THE PROCUREMENT OF THE ITEMS DESIGNATED IN SUBPART B OF 40 CFR PART 247.

"THE OCTOBER 1, 2006 FEDERAL TRANSIT ADMINISTRATION MASTER AGREEMENT IS REFERENCED HEREIN THIS AGREEMENT BETWEEN THE STATE OF ALABAMA AND THE SUCCESSFUL BIDDER."

PART C
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ALABAMA VEHICLE DELIVERY AND ACCEPTANCE POLICY

VEHICLE DELIVERY:
ALL VEHICLES SHALL BE DELIVERED WITHIN 120 CALENDAR DAYS FROM ISSUE DATE OF PURCHASE ORDER. LATE DELIVERIES WILL AUTOMATICALLY BE ASSESSED A PENALTY OF $50.00 PER CALENDAR DAY PER VEHICLE. VEHICLES DELIVERED WITH DEFECTS OF WHATEVER NATURE ARE NOT CONSIDERED AS OFFICIALLY DELIVERED OR ACCEPTED. THE VENDOR SHALL NOTIFY ALDOT TO COORDINATE DELIVERY DATES NOT LESS THAN 24 HOURS PRIOR TO DELIVERY. FAILURE TO COORDINATE DELIVERY MAY RESULT IN DELAY OF VEHICLE INSPECTION AND ACCEPTANCE.

VEHICLE INSPECTIONS:

GENERAL:
ALL VEHICLES WILL BE INSPECTED BY DESIGNATED ALDOT STAFF FOR DEFECTS AND COMPLIANCE. A VEHICLE DELIVERY/ACCEPTANCE FORM FOR EACH VEHICLE WILL BE COMPLETED WITH ANY APPARENT DEFECT NOTED. THIS FORM IS SIGNED BY BOTH ALDOT STAFF AND THE VENDOR'S DRIVER/REPRESENTATIVE. ALDOT WILL RETAIN THE WHITE COPY WITH THE YELLOW COPY TO THE VENDOR. IT IS THE RESPONSIBILITY OF THE VENDOR TO REVIEW SUCH FORMS AND TAKE

IMMEDIATE ACTION TO CORRECT ANY/ALL DEFECTS OF WHATEVER NATURE. THE VENDOR SHALL COORDINATE CORRECTION OF DEFECT(S) WITH ALDOT STAFF.

SPECIFICATION DEFECTS:
IF A VEHICLE IS DELIVERED THAT DOES NOT MEET A SPECIFICATION, THAT VEHICLE MAY BE AUTOMATICALLY REJECTED. ANY SUCH REJECTED VEHICLE MAY BE RETURNED TO THE VENDOR. EXAMPLES OF SPECIFICATION DEFECTS ARE: INSUFFIENT BRACING OF RUNNING BOARDS, ANY MISSING ITEMS, ETC.

QUALITY DEFECTS:
A MINOR DEFECT MAY RESULT IN A VEHICLE CLASSIFIED AS ACCEPTED CONTINGENT UPON REPAIRS. EXAMPLES OF MINOR DEFECTS ARE: LOOSE SCREWS, UNCLEAN INTERIOR OR EXTERIOR, ADJUSTMENTS, ETC. A MAJOR DEFECT WILL RESULT IN THE AUTOMATIC REJECTION OF THE VEHICLE. ANY SUCH REJECTED VEHICLE MAY BE RETURNED TO THE VENDOR. EXAMPLES OF MAJOR DEFECTS ARE: WARPED FLOORING, MODLING, PANELING, ANYTHING THAT INTERFERES WITH OR AFFECTS PASSENGER MOVEMENT OR SAFETY, OR ANY OTHER ITEM AS DETERMINED BY ALDOT STAFF.

DOCUMENTATION:
EACH VEHICLE SHALL BE DELIVERED WITH THE FOLLOWING DOCUMENTS:
* MANUFACTURER'S CERTIFICATE(S) OF ORIGIN (CHASSIS)
* MANUFACTURER'S CERTIFICATE(S) OF ORIGIN (BODY)
* BILL OF SALE
* WARRANTY PAPERS (FORMS, POLICY, PROCEDURES TO INCLUDE BODY, CHASSIS, A/C, LIFT, ETC.)
* TITLE CHECK ($15/VEHICLE TO END USER)
* MAINTENANCE SCHEDULE
* SPARE KEY(S)
* OPERATOR'S MANUAL
* MANUFACTURER/VENDOR QUALITY CONTROL CHECKLISTS (PROPERLY COMPLETED & SIGNED BY AUTHORIZED OFFICIAL) CERTIFICATIONS
* INVOICE (TO INCLUDE CONTRACT NUMBER, P.O. NUMBER, V.I.N., AND COMPLETE NAME OF END USER)

IF ANY OF THE DOCUMENTS LISTED ABOVE ARE MISSING, DEFECTIVE, ALTERED, INCORRECT, INCOMPLETE, ETC. IT MAY BE CONSIDERED AS A MINOR VEHICLE DEFECT.

VEHICLE ACCEPTANCE:
ANY VEHICLE DELIVERED FREE OF DEFECTS OF WHATEVER NATURE WILL BE ACCEPTED AT THE TIME OF INSPECTION. THE INVOICE FOR AN ACCEPTED VEHICLE WILL BE PROCESSED BY ALDOT STAFF. THE ACCEPTANCE OF ANY/ALL DELIVERED VEHICLE(S) WILL BE DETERMINED BY ALDOT STAFF.

NOTE: IF A DEFECT OF WHATEVER NATURE IS DISCOVERED BY EITHER ALDOT STAFF OF THE END USER, AT ANY TIME AFTER A VEHICLE IS ACCEPTED FOR DELIVERY, THE VENDOR REMAINS RESPONSIBLE FOR THE TIMELY CORRECTION OF THAT DEFECT AT THE VENDOR'S EXPENSE. FAILURE TO DO SO MAY RESULT IN THE FORFEITURE OF ANY CURRENT CONTRACT(S) AND/OR THE VENDOR WILL NOT BE CONSIDERED FOR FUTURE CONTRACTS FOR A PERIOD NOT LESS THAN THREE (3) YEARS AFTER DISCOVERY OF THE DEFECT.

PERFORMANCE POLICY:
IT IS THE RESPONSIBILITY OF THE VENDOR TO REIVEW THE ALDOT VEHICLE DELVIERY/ACCEPTANCE FORM FOR ANY NOTED DEFECTS AND TO COORDINATE WITH ALDOT STAFF TO CORRECT SUCH DEFECTS AS SOON AS POSSIBLE. A VENDOR IS CONSIDERED TO HAVE A POOR CONTRACT PERFORMANCE WHEN 20% OR MORE OF CONTRACT VEHICLES WERE DELIVERED WITH DEFECTS. ALDOT WILL CONSIDER ALL MANNER OF DEFECTS (I.E. SECIFICATION, QUALITY, DOCUMENTATION, AND LATE DELIVERY) IN THE DETERMINATION OF POOR CONTRACT PERFORMANCE. A VENDOR WITH SUCH POOR CONTRACT PERFORMANCE MAY NOT BE CONSIDERED FOR FUTURE CONTRACTS FOR A PERIOD OF NOT LESS THAN THREE (3) YEARS. IF A MAJORITY OF DEFECTS ARE MINOR IN NATURE, ALDOT MAY CONSIDER A LESSER PENALTY. ALDOT MAY NOTIFY EACH VENDOR OF THE PERFORMANCE AT THE COMPLETION OF ALL CONTRACT REQUIREMENTS.

VENDOR NAME :

VENDOR NUMBER: -
ITB NO. : 11-X-2216030
OPEN DATE : 11/09/10 TIME: 10:00 AM
T-NUMBER : T907
RETURN DATE: 11/08/10 TIME: 5:00 PM

VENDOR NAME :

VENDOR NUMBER: -
ITB NO. : 11-X-2216030
OPEN DATE : 11/09/10 TIME: 10:00 AM
T-NUMBER : T907
RETURN DATE: 11/08/10 TIME: 5:00 PM

********** IMPORTANT INFORMATION **********

IT IS THE VENDOR'S RESPONSIBILITY TO READ THIS ENTIRE DOCUMENT FROM BEGINNING TO END AND TO COMPLY WITH ALL INSTRUCTIONS AND TERMS AND CONDITIONS OF THE BID.

THERE WAS A MANDATORY PRE-BID CONFERENCE. ONLY VENDORS WHO ATTENDED THE MANDATORY PRE-BID CONFERENCE WILL BE ELIGIBLE TO SUBMIT A BID.

PROCEDURAL QUESTIONS MAY BE DIRECTED TO THE BUYER UP UNTIL THE BID SUBMISSION DEADLINE. SPECIFICATION QUESTIONS MAY BE ADDRESSED, IN WRITING, NO LATER THAN 5:00 PM CENTRAL TIME ON 10/27/10 AND IS LIMITED TO ANY CONFLICT IN SPECIFICATIONS BETWEEN THE ITB AND ATTACHMENT.

REMINDER: BIDDERS MUST SUBMIT AN ORIGINAL AND A MINIMUM OF ONE EXACT, COMPLETE COPY, INLCLUDING SIGNATURE, NOTARY, AND LITERATURE, OF THE BID OR THE BID WILL BE REJECTED.

BIDS MUST BE SUBMITTED ON THE REVISED ITB, NOT ON THE ORIGINAL ISSUED ITB. BIDS SUBMITTED ON THE ORIGINALLY ISSUED ITB WILL BE REJECTED.

VENDORS WHO ATTEND THE BID OPENING ARE ENCOURAGED TO BRING 5 COPIES OF THEIR BID (PRICE PAGES ONLY, IF DESIRED) TO THE BID OPENING TO HELP FACILITATE THE BID OPENING PROCESS. THIS IS NOT MANDATORY AND VENDORS WHO CHOOSE NOT DO THIS WILL NOT BE REJECTED FOR THIS REASON.

REMINDER: VENDORS MUST FOLLOW NEW VENDOR REGISTRATION RULES ENACTED ON 08/01/10 IN ORDER TO BE ELIGIBLE TO SUBMIT A BID.

SUSAN JANA, BUYER
(334) 242-7173 PHONE (NO SPECIFICATION QUESTIONS)
(334) 242-7250 FAX
SUSAN.JANA@PURCHASING.ALABAMA.GOV
SEE PAGE 1 FOR POSTAL ADDRESS

REMINDER: CHANGES TO SPECIFICATIONS MAY ONLY BE DONE VIA A WRITTEN ADDENDUM. VERBAL SPECIFICATION CHANGES ARE NOT ALLOWED.

****

PRICE SHEET

INVITATION TO BID

VENDOR NAME :

VENDOR NUMBER: -
ITB NO. : 11-X-2216030
OPEN DATE : 11/09/10 TIME: 10:00 AM
T-NUMBER : T907
RETURN DATE: 11/08/10 TIME: 5:00 PM

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
	UNLESS SPECIFIED OTHERWISE BELOW: SHIP TO: R1 / STATEWIDE				
00001	COMMODITY CODE: 070-93-087940 MINIVANS, PER T907 SPECIFICATIONS	1	EA	_____	_____
00002	COMMODITY CODE: 070-93-089037 OPTION, VEHICLE LETTERING, "PUBLIC TRANSPORTATION" LETTERING LOCATED ON FRONT/REAR END CAPS PLUS AGENCY NAME/TELEPHONE NUMBER ON BOTH SIDES. LETTERING TO BE 6 INCHES AND CENTERED.	1	EA	_____	_____
00003	COMMODITY CODE: 070-93-089038 OPTION, VEHICLE LETTERING, OTHER AGENCY NAME/TELEPHONE NUMBER ON SIDES, LETTERING TO BE 6 INCHES AND CENTERED	1	EA	_____	_____
00004	COMMODITY CODE: 070-93-089046 OPTIONS NOT LISTED, % OFF CATALOG LIST LESS _____% OFF CATALOG * VENDORS WHO WISH TO BID ON THIS LINE MUST ENTER A % IN THE ABOVE SPACE. VENDORS NEED NOT ENTER A FIGURE IN THE UNIT PRICE COLUMN FOR THIS LINE.	1	LOT	_____	_____

PAGE TOTAL _____

BID TOTAL _____

REVISED
9/17/10

ALABAMA DEPARTMENT OF TRANSPORTATION

SPECIFICATION TEXT

BID ITEM: MINI VAN, NEW, LATEST MODEL (Low Floor, side entrance, ramp 1equipped, w/dual wheelchair stations)
STATE PURCHASING REFERENCE NUMBER: T-907

IT IS NOT THE INTENT TO WRITE OUT VENDORS/ MANUFACTURERS OF SIMILAR OR EQUAL EQUIPMENT; HOWEVER, IT IS INTENDED TO PROVIDE SPECIFICATIONS TO BEST MEET THE NEEDS OF TRANSIT PROVIDERS STATEWIDE AS WELL AS THE SAFETY OF THEIR PASSENGERS.

GENERAL INFORMATION:

Units under these specifications shall be adult seat passenger mini van conversion vans with side entrance manual ramp for two (2) wheelchair locations. The vans shall be new vehicles with full warranties and all parts shall be new and stocked by the distributor. The year model must be the latest current model and stated in the bid. The bidder shall describe the vehicle and equipment they propose to furnish as part of the bid.

The bidder shall certify that the vehicle(s) to be sold under this bid are the same products described in the solicitation specifications; and that the proposed manufacturer is a responsible manufacturer with the capability to produce a vehicle that meets the specifications set forth in the solicitation for bids.

The bidder shall provide a copy of the manufacturer's self-certification information that the vehicle(s) comply with the relevant Federal Motor Vehicle Safety Standards (FMVSS) per 49 CFR Part 663.

The bidder shall certify that the vehicle(s) specified in the bid meet the ADA Accessibility Guidelines for Transit Vehicles.

GENERAL DIMENSIONS:

- SEATING CAPACITY 7-8
- GVWR 5,290 LBS MINIMUM
- WHEELBASE 111"-120"

CHASSIS RELATED:

ENGINE: 3.0 LITER MINIMUM, 6 CYLINDER, GAS, EFI.

OTHER ITEMS TO INCLUDE:

SUSPENSION: HEAVIEST-DUTY FRONT/REAR SPRINGS AND SHOCK ABSORBERS, PLUS OEM FRONT AND REAR STABILIZER BARS IF AVAILABLE.

FUEL SYSTEM: 20 GAL MIN

TRANSMISSION: 4-SPEED AUTOMATIC.

STEERING: POWER PLUS TILT AND CRUISE.

BRAKES: POWER, HEAVIEST-DUTY, SELF-ADJUSTING, DUEL HYDRAULIC, FRONT DISC, AND REAR DISC IF OEM. 4-WHEEL, ANTI-LOCK BRAKES.

EXHAUST: OEM OR APPROVED EQUAL EXHAUSTS SYSTEM. MUST MEET U.S. GOVERNMENT NOISE LEVEL AND EXHAUST EMISSION REQUIREMENTS.

WHEELS: STANDARD OEM

TIRES: FIVE (5) LT215/70R-15 MINIMUM. OEM HYDRAULIC JACK, LUG WRENCH TO BE OEM STANDARD SECURED INSIDE VEHICLE. SPARE IS TO BE LOCATED UNDER VEHICLE.

BATTERY: HEAVY-DUTY MAINTENANCE FREE, 12-VOLT, 500 CCA MINIMUM

ALTERNATOR:	130 AMPS MIN.
DOORS:	FOUR DOORS, STANDARD DRIVER, CO-PILOT, AND TWO SIDE-SLIDING. ALL STEPS TO INCLUDE PAD OR STRIP OF NON-SKID MATERIAL.
INSTRUMENTATION:	STANDARD OEM INSTRUMENTATION
AIR CONDITIONING:	HIGHEST OEM CAPACITY FRONT AND REAR, FACTORY INSTALLED. MUST PROVIDE FRESH, COLD AIR, DEFROSTER, AND HEATED AIR CONTROLLED BY FOUR-POSITION SWITCH, OFF, LOW, MEDIUM, HIGH.
HEATING/DEFROSTING:	STANDARD OEM INCLUDING REAR DEFROSTER
WINDOWS:	MANUFACTURER'S STANDARD WINDOWS MEETING APPROPRIATE FMVSS, VENTILATING TYPE, ALL TINTED, INCLUDING WINDSHIELD. FULL VAN WINDOW GLASS ALL AROUND.

BODY-EXTERIOR:

MIRRORS:	OEM STANDARD REARVIEW. RIGHT AND LEFT HAND LOW MOUNT FOLDAWAY MIRRORS .
COLOR:	MANUFACTURER'S STANDARD BRIGHT WHITE EXTERIOR. STRIPING IS ALSO REQUIRED AND IS TO RUN THE APPROXIMATE LENGTH OF THE VEHICLE ON BOTH SIDES AND BE 8" IN WIDTH. STRIPE TO BE 1" BELOW PASSENGER WINDOWS. STRIPING WILL BE BLUE, GREEN OR BURGUNDY. STRIPE COLOR WILL BE NOTED AT TIME OF ORDER. ALL COLORS WILL BE APPROVED BY ALDOT PRIOR TO AWARD OF BID.
WINDSHIELD WIPERS:	TWO-SPEED ELECTRIC WITH INTERMITTENT FEATURE

EXTERIOR LIGHTING: ALL EXTERIOR LIGHTING WILL BE MANUFACTURER'S STANDARD EQUIPMENT AND MUST MEET U.S. DEPARTMENT OF TRANSPORTATION REQUIREMENTS.

DIRECTIONAL SIGNALS SHALL MEET ALL FEDERAL MOTOR VEHICLE STANDARDS, FRONTAND REAR. IN ADDITION TO DIRECTIONAL SIGNALS, REAR LAMPS SHALL CONSIST OF RED COMBINATION STOP/TAIL LIGHTS.

- Four-way emergency flasher must be provided.
- A rear license plate light shall be provided.
- Two back-up lights shall be provided, automatically switched when vehicle is in reverse. Lighting over wheel chair ramp door shall be in accordance with ADA requirements.

UNDERCOATING: COMPLETE UNDERCOATING WITH CORROSION PROTECTION MINIMUM 5-YEAR OR 100,000 MILES WARRANTY

BODY-INTERIOR:

SEATING: The driver's seat is to be high backed with armrests including retractable seatbelt and shoulder harness. The driver seat will be power adjustable.

The front passenger seat is to be removable to allow for forward facing wheelchair position, high backed with armrests including retractable seatbelt and shoulder harness.

A forward facing fold-a-way seat shall be installed in the wheelchair area.

Additional passenger seats include a 3-Passenger stationary bench seat across the rear of the van. Retractable seatbelts are to be located at each passenger seating position.

Two forward facing wheel chair positions. The

wheelchair positions must meet the requirements of the ADA act.

Extra-long seat belts with shoulder harness and lap belts shall be provided at wheel chair positions to accommodate wheel chair and passenger. All vehicles must have a pouch mounted to store these devices when they're not in use.

All seats are to be covered in vinyl or upholstery blue or gray in materials that meet FMVSS 302 burn resistance requirements.

Two sets of seat belt extensions shall be provided.

FLOORING: VINYL OR RUBBER FLOORING PREFERRED

INTERIOR LIGHTING: STANDARD OEM

RADIO: OEM AM-FM STEREO TO INCLUDE FOUR SPEAKERS, TWO FRONT AND TWO REAR.

FIRE EXTINGUISHER: One (1) five (5) pound dry-chemical type with flexible discharge hose of sufficient length for directional use extinguisher is to be mounted securely in bracket near the driver in full view and instantly accessible.

BIOHAZARD KIT: One (1) kit mounted to meet OSHA bloodborne pathogens spill clean up kit, regulation CFR1910.1030.

FIRST AID KIT: Kit with metal case mounted securely to the inside of the vehicle near driver 16 unit conforms to D.O.T. and OSHA requirements.

LUG-WHEEL JACK: Standard mounted.

REFLECTIVE KIT: One (1) D.O.T. reflective triangle kit-mounted.

Construction

The entire body structure shall be built as an integral unit adequately reinforced at all joints and corners where stress concentration may occur to adequately carry required loads and withstand road shock. Steel safety frame (floor, walls, roof, front, and rear) shall be securely welded together to provide an integral one-piece body structure. Exterior body skin to be galvanized steel. No fasteners to be exposed to exterior finish.

Modifications

All modifications shall be effected in good workmanlike manner. Sheet metal fit-ups shall be properly executed and concealed. Paint finish and window glass shall be free of any defects due to welding or re-assembly.

Modifications to OEM floor plan/frame shall be of highest possible quality construction. Modification of floor and frame shall provide reinforcement to a degree that the structural integrity of the OEM vehicle is not degraded. Any such modifications shall be properly sealed to prevent entrance of exhaust fumes, moisture, and dust.

All welds shall be made in a workmanlike manner, properly fused, of ample penetration, and shall, on all exposed surfaces where practicable, be smoothly finished. Intermittent or spot welds shall be spaced and proportioned as to provide ample strength for the purpose. All welded joints shall be spaced and proportioned as to provide ample strength for the purpose. All welded joints shall be cleaned and primed. All welds shall be relatively free of slag inclusions, undercut, roll, blowholes, unfilled craters, improper fit-up and porosity. Fillet weld sizes shall be at least equal to the thickness of the least of the joined plates.

Lowered Floor Material Specifications

All flooring modifications shall be executed in 14-gauge sheet metal or 16 gauge stainless steel. Such modifications shall not degrade the structural integrity of the OEM vehicle.

The lowered floor shall be securely fastened to steel chassis or body and covered from wall to wall with industrial grade, non-slip vinyl flooring with raised mineral aggregate discs. All edges will be properly sealed to prevent entrance of moisture that could cause bulging, ply-separation and/or material failure.

All joints will be butt type. Floor covering shall be carpet or transit type vinyl, consistent with the manufacturer's standard issue.

Due to lowering of the floor, the fuel tank may be relocated

The entire body frame understructure of the vehicle shall be rust proofed and fully undercoated with non-flammable material. Such material shall be applied in a continuous and uniform coating to all-metal panels and splash pans under the vehicle for protection against rust and corrosion.

Ramp

The ramp shall be a manually operated fold down type. The ramp shall provide a straight inclined surface from the ground to the van floor level. This should be approximately 10"-12" from the van floor level to ground level. The ramp shall allow a wheelchair containing a handicapped person to be pushed from the ground level into each van or rolled out of each van down to ground level. Protective edge flanges shall be provided on the ramp to prevent the wheels of a wheelchair from rolling off the edge of the ramp. No center steps or toe-cleats will be allowed with this conversion.

The ramp shall have a width of at least 30" and length of 52" at minimum. The gradient must meet ADA requirements.

Ramp Side Door

The ramp shall be manual, mounted to the chassis frame without structural changes in the frame and located at the side of the van. The door that the ramp is located shall have a minimum height of 56" and minimum width of 30". The wheelchair lift door shall be constructed of gauge steel.

Ramp Capacity

Minimum of 750 pounds.

Mechanism

Shall be manual type. Nonworking parts, such as platform, frame, and attachment hardware that would not be expected to wear, shall have a safety factor of at least three, based on the ultimate strength of the material.

Controls

Shall provide other appropriate fail-safe mechanisms or systems, to ensure that the vehicle cannot be moved when the ramp door is ajar.

Wheelchair ramp must meet the requirements of ADA.

Emergency Controls

No emergency method, manual or otherwise, shall be capable of being operated in a manner that could be hazardous to the ramp occupant or to the operator.

Ramp Platform Surface

The platform surface shall be free of any protrusions over 1/4 inch high and shall be nonskid-expanded metal, mesh or equivalent, to allow for vision through the platform. The platform shall have a minimum clear width of 30 inches measured from the platform surface to 30 inches above the platform and a minimum clear length of 531/2 inches measured from 2 inches above the surface of the platform.

Securement Devises

Location and Size: The securement system shall be placed as near to the accessible entrance as practical and shall have a clear floor area of 30 inches by approximately 44 inches. Not more than 6 inches of the required clear floor space may be accommodated for footrests under another seat provided there is a minimum of 9 inches from the floor to the lowest part of the seat overhanging the space. Securement areas are to have 3-Passenger easy out roller bench style seat to accommodate other passengers when a wheelchair or mobility aid is not occupying the area. The seats, when taken out, shall not obstruct the clear floor space required.

Mobility Aid Accommodation: The securement system shall secure common wheel chairs and mobility aids and shall be easily attached by a person familiar with the system and mobility aid and having average dexterity. Wheelchair securing spaces shall be located so that the wheelchairs are locked. Tie downs for wheelchair positions are to be of the four-point system with four tie downs securing the chair to the floor of the vehicle. This system must be able to withstand a crash test of 30 mph and 20 g's without damage to the wheelchair or its occupant. Must be a complete package.

Seat belts and shoulder harnesses with heavy-duty retractors and sleeves to keep belts off the floor shall be provided for each wheel chair position.

Orientation: The securement shall be installed so that the secure wheelchair or mobility aid is facing toward the front of the vehicle.

Movement: When the wheelchair or mobility aid is secured in accordance with manufacturer's instructions, the securement system shall limit the movement of an occupied wheelchair or mobility aid to no more than 2 inches in any direction.

Stowage: When not being used, the securement system shall not interfere with passenger movement, shall not present any hazardous condition, and shall be

reasonably protected from vandalism.

Platform Gaps: Any openings between the platform surface and the raised barriers shall not exceed 5/8 inch wide. When the platform is at vehicle floor height with the inner barrier down or retracted, gaps between the forward edge of the ramp shall not exceed 2 inch horizontally and 5/8 inch vertically. The ramp shall be furnished with reflector tape on each side.

Platform Barriers: The ramp platform shall be equipped with barriers to prevent any of the wheels of a wheelchair or mobility aid from rolling off the platform.

Boarding Direction: The ramp shall permit both inboard and outboard facing of wheelchairs and mobility aids.

- Securement packages (includes shoulder and lap belt) will include the below listed options. The purchaser of the vehicle will have the option to choose which system they desire:
  (1) Kinedyne #AL712S-4C L
  (2) Q-Straint #Q-8300-A1T-L
  (3) or approved equal

rev 9/10

COMPLIANCE: MY BID MEETS OR EXCEEDS EVERY SPECIFICATION.

YES ☐ NO ☐

LIST EVERY DEVIATION FROM SPECIFICATION

_____
_____
_____
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_____
_____

❖ PLEASE ATTACH APROPRIATE DOCUMENTATION TO PROVE DEVIATION IS EQUAL TO OR GREATER THAN SPECIFICATION

ADDITIONAL REQUIREMENTS:

DOCUMENTATION REQUIRED WITH EACH VEHICLE DELIVERED.

- CERTIFICATE OF ORIGIN
- BILL OF SALE
- CHECK FOR APPLICATION FOR TITLE (TO END USER)
- WARRANTY PAPERS
- MAINTENANCE SCHEDULE
- SPARE KEY(S)
- OPERATOR'S MANUAL
- ALL REQUIRED CERTIFICATIONS
- QUALITY CONTROL CHECKLISTS
- VENDOR CUSTOMER SERVICE GUIDE

TRAINING: MANUFACTURER WILL PROVIDE UP TO EIGHT (8) HOURS OF TRAINING THAT WILL BE GIVEN TO REPRESENTATIVES OF THE END USER AGENCY, AT THE SUCCESSFUL BIDDER'S EXPENSE. THE TRAINING WILL CONSIST OF ALL AREAS OF PRODUCTION, PREVENTIVE MAINTENANCE, WARRANTY PROCEDURES, ETC. TIME AND PLACE OF TRAINING TO BE ESTABLISHED BY ALDOT.

TESTS AND TESTING: THE COMPLETE VEHICLE AND ALL WORKING AND MOVING PARTS AND OPERATING DEVICES WILL BE THOROUGHLY TESTED AND PUT IN OPERATING CONDITION BY THE MANUFACTURER. ANY DEALER IDENTIFICATION, ADVERTISING, OR SIMILAR MATERIAL WILL NOT BE ATTACHED TO THE VEHICLE.

PRIOR TO ACCEPTANCE OF VEHICLE, MANUFACTURER WILL SERVICE AND ADJUST VEHICLE FOR OPERATION TO INCLUDE, AS A MINIMUM, THE FOLLOWING:

A. FOCUSING OF LIGHTS
B. TUNING OF ENGINE
C. ADJUSTMENT OF ACCESSORIES
D. CHECKING OF ELECTRICAL, BRAKING AND SUSPENSION SYSTEM
E. CHARGING OF BATTERY
F. INFLATION OF TIRES
G. BALANCING OF ALL WHEELS, INCLUDING SPARE
H. COMPLETE LUBRICATION OF ENGINE, CHASSIS AND OPERATING MECHANISMS WITH RECOMMENDED GRADES OF LUBRICANTS FOR THE AMBIENT

TEMPERATURE AT THE POINT OF DELIVERY

I. SERVICING OF COOLING SYSTEM WITH PERMANENT TYPE ANTIFREEZE AND SUMMER COOLANT FOR MINUS 20 DEGREES FAHRENHEIT
J. SERVICING WINDSHIELD WASHER WITH WATER AND APPROPRIATE ADDITIVES
K. FULL TANK OF FUEL.

CERTIFICATIONS:

WORKMANSHIP:

WORKMANSHIP THROUGHOUT THE VEHICLE WILL CONFORM TO THE HIGHEST STANDARD OF COMMERCIALLY ACCEPTED PRACTICE FOR THE CLASS OF WORK AND SHALL RESULT IN A NEAT AND FINISHED APPEARANCE. THE DESIGN OF THE BODY AND EQUIPMENT WHICH THE MANUFACTURER PROPOSES TO FURNISH MUST BE SUCH AS TO PROVIDE A VEHICLE OF SUBSTANTIAL AND DURABLE CONSTRUCTION IN ALL RESPECTS.

WELDING PROCEDURES, WELDING MATERIALS, AND QUALIFICATIONS OF OPERATORS WILL BE INACCORDANCE WITH STANDARDS OF THE AMERICAN SOCIETY OF TESTING MATERIALS AND THE AMERICAN WELDING SOCIETY. ALL WELDS VISIBLE TO THE PUBLIC WILL BE GROUND SMOOTH AFTER THE WELDING TO PRESENT A SMOOTH, WORKMANLIKE APPEARANCE. WHERE METAL IS WELDED TO METAL, THE CONTACT SURFACE WILL BE FREE OF SCALE, GREASE, AND PAINT. ALL EXPOSED SURFACES AND EDGES WILL BE SMOOTH, FREE FROM BURRS AND OTHER PROJECTIONS AND WILL BE NEATLY FINISHED. ALL PARTS WILL BE NEW AND IN NO CASE WILL USED, RECONDITIONED, OR OBSOLETE PARTS BE ACCEPTED.

WARRANTIES: THE MANUFACTURER WILL STATE THE TERMS AND CONDITIONS OF THE VEHICLE WARRANTY. IN NO CASE WILL THE WARRANTY BE LESS THAN 3 YEARS OR 36,000 MILES ON THE MECHANICAL COMPONENTS OF THE VEHICLE.

THE MANUFACTURER WILL STATE WHERE WARRANTY MAINTENANCE WORK MAY BE OBTAINED IN ALABAMA. ANY AND ALL MATERIALS, SPECIALITIES, EQUIPMENT OR ACCESSORIES THAT PROVE DEFECTIVE IN NORMAL

OPERATION WITHIN THE ABOVE PERIOD WILL BE REPLACED OR REPAIRED BY THE MANUFACTURER FREE OF ANY AND ALL COST TO THE VEHICLE OPERATOR, INCLUDING MATERIAL AND LABOR. WARRANTY REPLACEMENT AND/OR REPAIRS WILL BE FURNISHED PROMPTLY BY THE SUCCESSFUL BIDDER, NOT TO EXCEED 10 DAYS FOR BODY PARTS AND 3 DAYS FOR OTHER PARTS. THE BIDDER WILL PROVIDE WRITTEN ASSURANCE WITH THE BID PACKAGE REGARDING WARRANTY REPAIRS.

DELIVERY: EACH VEHICLE MUST BE DELIVERED IN 'SHOWROOM' CONDITION.

POST-DELIVERY SURVEY:

THE SUCCESSFUL VENDOR SHALL CONDUCT A SURVEY OF END USERS UPON COMPLETION OF THE CONTRACT (DELIVERY AND ACCEPTANCE OF LAST VEHICLE ORDERED). THE SURVEY SHALL INCLUDE (BUT NOT BE LIMITED TO) PRODUCT SATISFACTION, PROBLEMS, ETC. ALSO TO BE INCLUDED IN THE SURVEY IS THE CONTACT PERSON FOR THE END USER WHO HAS RESPONSIBILITY FOR THE PREVENTIVE MAINTENANCE PROGRAM (PMP). THE PMP SHALL INCLUDE VEHICLE CHASSIS, BODY, AIR CONDITIONING UNIT(S). IN ADDITION, THE SURVEY SHALL INCLUDE THE VENDOR CONTACT PERSON FOR WARRANTY QUESTIONS/ISSUES. THE END USER SHALL ALSO PROVIDE THE VENDOR WITH A CONTACT PERSON FOR WARRANTY RESPONSIBILITY . THE SURVEY SHALL BE COMPLETED NOT LESS THAN 90 DAY AFTER FINAL DELIVERY TO ALDOT. THE VENDOR SHALL COMPILE THE RESULTS AND SUPPLY A COPY TO ALDOT.

DOCUMENTATION:

REQUIRED DOCUMENTS/BID ATTACHMENTS

NOTE: ALL REQUIRED ATTACHMENTS, CERTIFICATIONS, ETC MUST BE ATTACHED TO THIS LIST AND BE IDENTIFIED ACORDINGLY

DOCUMENT REFERENCE	REQUIRED DOCUMENT
ATTACHMENT-A	COPY OF CHASSIS MANUFACTURER'S INVOICE TO BODY MFG
ATTACHMENT-B	IN-PLANT QUALITY ASSURANCE
ATTACHMENT-C	QUALIFICATION /STATEWIDE CONTRACTS /REFERENCES
ATTACHMENT-D	BIDDER CERTIFICATIONS (FTA)
ATTACHMENT-E	BUS TESTING EXEC SUMMARY-IF APPLICABLE
ATTACHMENT-F	MFG WARRANTY PAPERS CHASSIS, BODY, ADDITIONAL EQUIP
ATTACHMENT-G	VENDOR CUSTOMER SERVICE GUIDE
ATTACHMENT-H	CERTIFICATION ALL WORKING/ MOVING PARTS, OPERATING DEVICES PROPERLY TESTED, SERVICED AND ADJUSTED.
ATTACHMENT-I	ISO 9001 DOCUMENTATION
ATTACHMENT-J	CERTIFICATION OF HORSEPOWER OF ENGINE FURNISHED IS ADEQUATE FOR THE SPEED RANGE AND TERRAIN IN WHICH IT WILL BE REQUIRED TO OPERATE AND THAT IT WILL ALSO MEET THE DEMANDS OF ALL AUXILIARY POWER EQUIPMENT
ATTACHMENT-K	PLEASE ATTACH APROPRIATE DOCUMENTATION TO PROVE DEVIATION IS EQUAL TO OR EXCEEDS SPECIFICATIONS

- ALL CERTIFICATIONS MUST BE SIGNED BY AN APPROPRIATE REPRESENTATIVE OF THE BIDDER OR MANUFACTURER AND PROPERLY NOTARIZED.

- NOTE: ANY CERTIFICATION SUBSEQUENTLY FOUND TO BE FALSIFIED OR OTHERWISE MISREPRESENTED WILL RESULT IN THE AUTOMATIC REJECTION OF THE BID AND WILL AFFECT THAT PARTICULAR VENDOR OR MANUFACTURER'S ABILITY TO BID ON FUTURE STATE CONTRACTS.

ACCESSORY FEATURES

The following equipment, when specified, will be furnished.

- NOTE: BIDDER IS RESPONSIBLE FOR FURNISHING REQUIRED EQUIPMENT TO ENABLE THE VEHICLE TO MEET OR EXCEED THE SPECIFIED GVWR

  WHEN ACCESSORY EQUIPMENT IS REQUESTED:
  A separate price list will be provided for all ACCESSORY equipment.

  Such accessory items will be a part of the bid specifications. The award of the contract will be based on the base price of the vehicle plus options/accessories and the lowest responsive/responsible bid.

  - Vehicle Lettering: 'Public Transportation' on front/rear end caps, plus Agency name/telephone on sides. For 5307-5311 Grantees. All lettering must be 6" and centered.

  - Vehicle Lettering: Agency name/telephone on sides. For 5310 Grantees. All lettering must be 6" and centered.

INVITATION TO BID NO: 2216030 ADDENDUM NO: 03

STATE OF ALABAMA

DEPTARTMENT OF FINANCE
DIVISION OF PURCHASING

INVITATION TO BID ADDENDUM

REQ. AGENCY	: 999999 PURCHASING DIVISION
AGENCY REQ. NO.	:
T-NUMBER	: T907
DATE ISSUED	: 10/29/10
VENDOR NO.	:
VENDOR PHONE NO.	:
SNAP REQ. NO.	: 1434938
BUYER NAME	: SUSAN JANA
BUYER PHONE NO.	: (334) 242-7173

FOR: MINIVANS
(REVISED)

BID MUST BE RECEIVED BEFORE:
DATE: 11/08/10 TIME: 5:00 PM

BIDS WILL BE PUBLICLY OPENED:
DATE: 11/09/10 TIME: 10:00 AM

PLEASE READ ALL INSTRUCTIONS CAREFULLY

THE FOLLOWING CHANGES ARE HEREBY ADDED TO AND MADE A PART OF
(INVITATION TO BID NUMBER 2216030)

THE PURPOSE OF THIS ADDENDUM IS TO PROVIDE CORRECTED SPECIFICATIONS TO VENDORS WHO ATTENDED THE MANDATORY PRE-BID CONFERENCE ON THE ABOVE REFERENCED ITB.

PAGE 2 OF THE ATTACHED SPECIFICATIONS:
THE SPARE TIRE IS NOT REQUIRED TO BE A FULL-SIZE OEM TIRE AND IS NOT REQUIRED TO BE MOUNTED BENEATH THE VEHICLE. THE SPARE TIRE MAY BE A TEMPORARY TIRE AND MAY BE PUT AT A LOCATION DETERMINED BY THE VENDOR.

THIS ADDENDUM IS REQUIRED TO BE SIGNED AND RETURNED, INCLUDING A COPY OF THE SIGNED ADDENDUM FOR THE REQUIRED COPY OF THE BID, OR THE BID WILL BE REJECTED.

THE BID RETURN/OPEN DATES REMAIN THE SAME, AS SHOWN ABOVE.

SDJ
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STATEMENT OF UNDERSTANDING

I UNDERSTAND THE ADDENDUM AND THAT, IF INDICATED, IT MUST BE SIGNED IN INK AND RETURNED WITH THE BID OR SEPARATELY, PROPERLY IDENTIFIED AND RECEIVED PRIOR TO DATE AND TIME SPECIFIED.

ADDENDUM NOTARIZATION
NOT REQUIRED

COMPANY NAME	AUTHORIZED SIGNATURE (INK)
MAIL ADDRESS	TYPE/PRINT AUTHORIZED NAME
CITY, STATE, ZIP	
PHONE INCLUDING AREA CODE	