INVITATION TO BID NO: 11-X-2217266

STATE OF ALABAMA

DEPTARTMENT OF FINANCE
DIVISION OF PURCHASING

INVITATION TO BID

REQ. AGENCY	: 999999 PURCHASING DIVISION
AGENCY REQ. NO.	:
T-NUMBER	: T906
DATE ISSUED	: 10/18/10
VENDOR NO.	:
VENDOR PHONE NO.	:
SNAP REQ. NO.	: 1437635
BUYER NAME	: SUSAN JANA
BUYER PHONE NO.	: (334) 242-7173-
PURCHASING PHONE NO	: (334) 242-7250

FOR: MID-SIZE INTERCITY COACHES
(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

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 MID-SIZE INTERCITY COACHES 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" TO THE LOWEST RESPONSIBLE BIDDER MEETING ALL SPECIFICATIONS.

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:
COACHES 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 UNIT BID PRICE AND NOT SHOWN SEPARATELY ON THE ITB OR INVOICE.

PERFORMANCE BOND:
THE VENDOR MUST 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 GUARANTEE MAY BE RETURNED AT THE END OF THE FIRST 12-MONTH CONTRACT CYCLE, PROVIDED THAT THE CONTRACT HAS BEEN RUNNING SATISFACTORILY. THE STATE RESERVES THE RIGHT, HOWEVER, TO CONTINUE HOLDING THE GUARANTEE FOR THE DURATION OF THE CONTRACT.

PERFORMANCE GUARANTEE AMOUNT: $100,000.00

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.

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-2217266
OPEN DATE : 11/09/10 TIME: 10:00 AM
T-NUMBER : T906
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-2217266
OPEN DATE : 11/09/10 TIME: 10:00 AM
T-NUMBER : T906
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: 070-93-049777 MID-SIZE INTERCITY COACHES, PER T906 SPECIFICATIONS	1	EACH	_____	_____
00002	COMMODITY CODE: 070-93-049778 OPTIONS, % OFF CATALOG	1	LOT	_____	_____

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.

PAGE TOTAL _____

BID TOTAL _____

REVISED
09-17-10

ALABAMA DEPARTMENT OF TRANSPORTATION

SPECIFICATIONS FOR MID-SIZE INTERCITY COACH

1.0 General

1.1 Bid Item

The item for bid is a mid-size intercity coach vehicle with under-floor luggage compartments and wheelchair lift, suitable for rural intercity operations and a passenger capacity of 39 (35 with wheelchair stations utilized). State Purchasing Reference Number T-906

1.2 Purpose

It is the purpose of these specifications to describe minimum requirements for the newest, latest model available of a mid-size intercity coach type vehicle with under-floor luggage compartments and wheelchair lift, designed ruggedly enough to withstand the riggers of daily intercity bus service while providing the maximum of safety, comfort, passenger appeal, ease of maintenance, reliability and general economy of operation.

1.3 Intent

It is the intent of these specifications to place on the contract to list a mid-size intercity coach type vehicle with under-floor luggage compartments, wheelchair lift, and design seating capacity of 39 adult passengers with an option for 35 with wheelchair stations utilized. Allowances will be made for wheelchair lifts and securement stations. This vehicle must meet all applicable Federal Motor Vehicle Safety Standards (FMVSS) and Environmental Protection Agency (EPA) regulations at the date of manufacture. The coach must also meet the Federal Transit Administration (FTA) Buy America regulations (49 CFR Part 661) and FTA's Bus Testing Regulation (49 CFR Part 665) and Americans with Disabilities Act requirements. It is required that Altoona test results be furnished as part of this bid.

It is not the intent to write out vendors/manufacturers of similar or equal equipment, however it is intended to provide specifications to meet the needs of intercity bus providers statewide.

Wherever brand names are used, the brand name is used merely as a specification and not as a statement of preference for the specific product, and the phrases "or equal" or "or approved equal" should be implied after any brand name.

1.4 Completeness

Any part or detail that makes the vehicle complete and ready for service shall not be omitted, even though such part or detail is not mentioned in these specifications.

The price quoted in any proposal submitted shall include all items of labor, materials, tools, equipment and other costs necessary to fully complete the manufacture and delivery of the vehicle pursuant to these specifications.

1.5 Conformity

All units or parts not specified shall be manufacturer's best quality and shall conform in materials, design, or workmanship to the best practice known in the automotive industry. All parts shall be new and in no case will used, reconditioned or obsolete parts be accepted. The parts on all vehicles provided by the same manufacturer should be interchangeable.

1.6 Testing

Complete vehicle and all working and moving parts and operating devices shall be thoroughly tested and put in proper operating condition by the manufacturer, including a water test for leakage. Proof of Altoona testing must be provided.

1.7 Materials

All materials used in the manufacturing of the vehicle shall conform in all respects to American Society of Testing Materials, Society of Automotive Engineers or similar association standards. Materials used shall be of first quality and shall be exactly duplicated in manufacture, design and construction on each vehicle.

2.0 Dimensions/Capacities

2.1	**Passenger Capacity**	Approx. – 39 (without lift deployed)
2.2	**Overall Length**	Maximum – 35' +/-1"
2.3	**Overall Width**	Maximum – 102" +/-1"
2.4	**Overall Height**	Maximum – 138" +/-1"
2.5	**Interior Width (at seat cushion)**	Minimum – 90" +/-1"
2.6	**Interior Height (at center aisle)**	Minimum – 78" +/-1"
2.7	**First Step Height from Ground**	Maximum – 12"
2.8	**Step Riser Height**	Maximum - 10"

2.9	**Step Tread Depth**	Minimum – 9"
2.10	**Floor Height from Ground**	Maximum – 38.5" +/-1"
2.11	**Seat Width**	Minimum - 17.5"
2.12	**Seat Spacing**	Minimum – 27.5"
2.13	**Hip to Knee Room**	Minimum - 28"
2.14	**Aisle Width**	Minimum - 14"
2.15	**Entry Door (clear opening width)**	Minimum - 30"X70"
2.16	**GVWR**	Minimum – 33,000 lbs
2.17	**Wheelbase**	Minimum - 228"
2.18	**Turning Radius (curb to curb)**	Minimum – 28'
2.19	**Fuel Tank Capacity**	Minimum - 95 gal.
2.20	**Under-Floor Baggage Capacity w/Lift**	Minimum – 200 cu.ft.

Coach must be manufactured in accordance with all applicable U.S. and Canadian Federal Motor Vehicle Safety (FMVSS/CMVSS) and industry standards. It should be designed to meet an Altoona test life of at least 12 years – 500,000 miles. Frame assembly and flooring shall maintain integrity and inhibit corrosion with no repairs for a minimum of 12 years. Floor structure design shall be in accordance with FMVSS 210 compliance for passenger and driver's seatbelts to withstand 20g. Frame assembly to be of a welded construction with a minimum life expectancy of 12 years.

3.0 Chassis Related

3.1 Chassis Type

Freightliner XBR Coach (or approved equal). To include axle oil seals for front and rear axles.

3.2 Engine

Coach shall be powered by a clean diesel engine, Cummins ISB or approved equal, with a minimum 280 horsepower, capable of achieving a road speed of 70 MPH on a straight and level payment. Equipped with an engine exhaust brake with a three position – off/low/medium control switch. Muffler and exhaust pipe tubing must be stainless steel. There will be provided an immersion heater on engine block with 3-prong plug.

3.3 Fuel System

Equipped with 95 gallon minimum usable capacity or largest OEM available. Fuel level gauge on instrument panel with low fuel warning light. Standard fill system with fuel anti-siphon device required. Fuel filter equipped with manual shut-off valve. Fuel block with extra port/fitting for pressure testing or priming.

3.4 Exhaust System

Vehicle shall be equipped with an exhaust system that meets U.S. Government noise level and exhaust emission (smoke and noxious gasses) requirements. There shall be a heat shield between the tail pipe and fuel tank.

3.5 Transmission

The transmission shall be an automatic Allison B300 Gen IV or approved equal. Transmission shift lever shall be interlocked with the engine starter motor to prevent engagement of the starter in a gear other than park or neutral. Cruise control and transmission oil cooler are required.

3.6 Suspension System

Front axle: Minimum 14,600 lbs., independent, unitized hub with hub pilot wheel mounting.

Drive axle: Minimum 23,000 lbs., unitized hub with hub pilot outer and inner wheel mounting, ratio of 4:78.

Provide protective shield on drive axle air bellows against flat tires/tire blowouts. Front axle load/overweight monitoring system.

Coach provided with air suspension system equipped with compressor capable of an output of 18 CFM minimum. Air will be provided to the front and rear air suspension system to include a front kneeling feature . Independent front suspension with 60 degree wheel cut. The kneeling front suspension will be electronically controlled, operating only when the transmission is in neutral, the parking brake is applied, and the entrance door is closed. Visual and audible warnings of kneeling feature will be activated while coach is in the process of kneeling or recovery. Heavy duty front and rear suspension with heavy duty rear stabilizer bars. Heavy duty springs and shock absorbers must be adequate to match specified GVWR for fully loaded coach.

3.7 Steering

Fully integral, hydraulic power steering unit with steering wheel tilting and telescoping capability. Urethane steering wheel with integrated controls. Minimum 18" steering wheel diameter.

3.8 Brakes

Bus must be equipped with both service and emergency brakes that comply with FMVSS # 121. Antilock braking system (ABS) with integral speed sensing and wheel control. Front disc brakes are required on front axle and drum or disc brakes on rear. Interlocked parking brake system is required. Air brake system required.

3.9 Wheels

The coach shall have single front and dual rear wheels and comply with FMVSS # 120. The wheels shall be of heaviest duty available, steel and be fully interchangeable. Wheel bearings shall be extra heavy duty. Mylar wheel spacer provided on all wheels. Wheel protector finish will be provided on outboard wheel position.

3.10 Tires

A total of seven (including spare) tires shall be tubeless steel-belted radial type size 295/80 R 22.5" x 12 ply (minimum). A spare tire of the same size and quality shall be properly mounted to wheel, balanced and mounted. Tires to be branded with numbers on both sides, with brand numbers recorded on final vehicle record after tires installed on coach.

3.11 Battery

Dual heavy duty, 12 volt, minimum 8D batteries with minimum Cold-Cranking Amperage (CCA) of 1300 at 0 degrees Fahrenheit. The battery tray shall be treated for resistance to corrosion and shall be supported on a ball bearing slide mechanism. The battery access door shall be lockable and located in the skirt area on a slide tray. One battery is to be wired strictly for starting engine. The other is to run accessories, i.e., air conditioning, lights, etc. Parallel wiring is also acceptable.

3.12 Alternator

Minimum output of 270 amps 12 volt with internal voltage regulator.

4.0 Radiator/Cooling System

Cooling system shall be equipped with a heavy duty radiator with extra cooling capacity. The cooling system shall be designed to prevent engine overheating during prolonged idling at high ambient temperatures. Radiator tanks shall be heaviest available. Heavy duty silicone hoses on all coolant lines. All fittings shall be of brass or OEM. Radiator shall be side mounted with minimum system capacity of 9 gallons. Radiator fan speed shall be controlled hydraulically. Provide a method to pressure test cooling system. Seal-less water booster pump provided.

5.0 Heating/Defrosting System

Shall be rated at a minimum of 139,000 BTUs and capable of maintaining an Interior temperature of 65 – 70 degrees measured 12 inches off the floor with an outside ambient temperature of 0 degrees Fahrenheit. A 50,000 BTU minimum auxiliary heater is required to maintain temperature in the passenger compartment and/or provide engine preheat. The auxiliary heater shall be activated by a digital programmable timer. The timer shall be

equipped with operation indicator lights and offer a two set option to start the heater in preheat mode to warm the engine before starting. All motors used in the heater system must be provided with fully sealed bearings. The heater shall be programmed for 24-Volt power. Defroster blowers shall be operational with charging system and/or main A/C system or circuit failure for safety purposes. Base board heat will be provided.

6.0 Air Conditioning System

Independent main and driver's HVAC systems with digital electronic temperature control on dash. Roof mounted, 24 volt closed circuit system with individual air outlets. Controls for passenger and driver areas separately. A complete air-conditioning system shall be of a size capable of providing adequate cooling and dehumidifying capacity for driver and passenger comfort. There will be a free blow system to evenly distribute cool air for passengers and operator comfort. It shall be easy to operate for control and will be easily accessible to the driver. Shall be rated at least 110,000 BTU for A/C and be capable of maintaining an interior temperature of 65 – 70 degrees measured at 12 inches above the floor with an outside ambient temperature of 90 degrees Fahrenheit. Interior parcel racks shall be equipped with A/C vents. Front dash air conditioning shall also be provided. Low suction pressure and high discharge pressure cutoff circuits with indicator lights on dash must be provided. Driver fresh air vent provided with automatic fresh air controls. A heavy duty, high capacity 6-cylinder open drive system, such as Carrier Model 05G (or approved equal) shall be provided. The system shall utilize ozone friendly R-134A refrigerant with quick connect/disconnect type service/charge fittings. Condenser coil will be corrosion resistant with both tubes and fins made of copper. Brushless evaporator, condenser, defroster and parcel rack blower motors will be provided.

7.0 Compressed Air System

Coach shall be equipped with a compressor capable of an output of 18 CFM minimum. This system shall provide air for the front and rear air suspension system to include a front kneeling feature. A Bendix AD-9, or approved equal, air dryer shall be provided. Include indicator light on dash for accessory air tank low pressure warning.

8.0 Electrical System

8.1 Intellitec Multiplex, or approved equal, electrical system with sealed modules
8.2 24-volt charging/starting system
8.3 12-volt electrical and lighting system
8.4 12-volt alternator with minimum output of 270 amps
8.5 12/24 volt main cut-off relays or manual disconnect switch
8.6 Master battery disconnect switch
8.7 Auxiliary 12 volt outlet for driver's area
8.8 Fusible link installed on main battery power cable
8.9 Standard 12-volt cigarette lighter-type electrical power source receptacle on driver's LH control panel for accessories hookup, not tied to the battery disconnect switch or master switch
8.10 Cruise control/fast idle system
8.11 Public address system with tone control, amplifier, standard handheld microphone, not boom type
8.12 Ten speakers, with five on each side, located throughout coach
8.13 2-SAE 8D batteries, 12-volt, multi-plate, deep cycled, minimum 1300 CCA at 0 degrees Fahrenheit
8.14 Starter motor a Delco 29 MT or approved equal
8.15 Daytime running lights tied to master switch
8.16 Interior parcel rack equipped with individual reading lights and air conditioning vents over each seat
8.17 Driver's dimmer switch for first 2 rows of reading light assemblies on the parcel racks
8.18 Gauges provided on dash for engine oil pressure, coolant temperature, air pressure, fuel level and vehicle speed.
8.19 Warning devices for low air pressure.
8.20 Reading light test switch
8.21 Basic stepwell markings and light in compliance with ADA requirements
8.22 Alternator with minimum output of 270 amps/12 volt with internal voltage regulator
8.23 100 amp battery equalizer
8.24 Battery disconnect switch with an external marking as to location adjacent to the battery
8.25 Programmable electronic speedometer with odometer to read in miles and kilometers
8.26 Back-up alarm activated when transmission is in reverse
8.27 Keyless ignition switch
8.28 Turbo/boost gauge
8.29 Engine exhaust brake active indicator light on dash
8.30 Programmable electronic destination sign
8.31 Circuit to prevent illumination of destination sign when in-station lights are on
8.32 Anti-theft circuit
8.33 Hubodometer (miles) on right drive axle

8.34 Integrated audio and video system with AM/FM/CD/DVD player
8.35 2 – 15" +/- flat screen monitors with option for additional monitors
8.36 2 – 10" +/- flat screen monitors with option for additional monitors
8.37 Headset system and plug-ins on each seat
8.38 Digital annunciation system for safety announcements
8.39 110 volt dual plug at each passenger seat
8.40 110 volt plug mounted at left side of driver
8.41 Dual 1800 watt 110 volt power inverters
8.42 On-board 24 volt/41 amp battery charger
8.43 Front and rear LED clearance lights
8.44 Brighter lights around dual wheels and back-up lighting
8.45 Interior LED lighting, reading lights and aisle lights
8.46 Door activated stepwell lights
8.47 Xenon headlights and fog lights
8.48 Halogen cornering and docking lights
8.49 Satellite radio made available as option
8.50 Wi-Fi made available as option

9.0 Restroom

A restroom will be provided in the rear of the coach. The restroom shall be equipped with a flush toilet with stainless steel insert, chemical type wash basin, along with an open-front heavy duty seat, rolled toilet paper dispenser, trash can, mirror, and fiberglass enclosure to enable easier cleaning. A non-flush toilet will be available as optional equipment. There will be a clean out plug on the main chemical tank, waterless hand soap dispenser, "No Smoking" decal inside restroom, grab handle with tamper proof screws, exhaust system and stainless steel auxiliary retention tank with clean out plug. A secondary holding tank will be available as optional equipment.

10.0 Safety Equipment and Tools

Coach shall be equipped with: a tire chain tray, triangle safety reflectors (3 pcs.); one DOT compliant 10-lb. fire extinguisher mounted securely in a box under RH front seat; automatically activated back-up warning system when transmission is in reverse gear; DOT compliant first aid kit of sufficient size to treat the number of persons equal to the designed seating capacity of the vehicle including the driver; a bloodborne pathogen kit; DOT compliant fuses/flares (qty. 3); smart tire monitoring system; fire suppression system; and a FMVSS compliant escape roof hatch with dimensions of 23" x 23" minimum.

11.0 Body

11.1	Steel cage construction with a minimum 24" on center roof bows
11.2	Minimum of 304 Stainless Steel below the vehicle floor line
11.3	Rust inhibitor treated frame structure
11.4	Floor a minimum of 5/8" thick
11.5	Exterior sidewall, roof and fenders made of fiberglass or approved equal
11.6	Astro Foil, or approved equal, insulation for sidewall and back wall to maintain temperatures required for heating and air conditioning systems
11.7	Urethane foam insulation in roof
11.8	Exterior side body molding
11.9	Under-floor pass through luggage compartments
11.10	Luggage and rear engine doors shall be of the pantograph design for ultimate accessibility and ease
11.11	Air operated entrance door a Bode, or approved equal, with a cam lock feature to minimize wind noise and maximize safety
11.12	Drip rails over side windows and entrance door
11.13	Any bright metal exterior trim shall be stainless steel, polished aluminum, or chrome plated.
11.14	Energy absorbing rear bumper
11.15	Front bumper shall be fiberglass reinforced plastic installed with tilt feature to allow access to spare tire and wheel assembly
11.16	Bumpers shall be fastened directly to the chassis frame to allow shock from impact to be transmitted directly to chassis frame
11.17	Two recessed tow hooks of sufficient strength to tow 1 1/2 times the GVW rating of the vehicle, with hooks installed as per OEM to prevent damage to the bus while towing and prevent dragging on inclines.
11.18	Skirting and belly pans to protect engine and transmission
11.19	Access doors shall be provided where necessary to service transmission, engine, radiator, battery, electrical and air conditioning components.
11.20	Seating arrangement with standard pedestal mounting for 39 passengers
11.21	FMVSS 210 compliant 3-point passenger seatbelts in all positions
11.22	Fully adjustable driver's seat with 3-point seatbelt system with armrests
11.23	Open style parcel racks without doors or dividers, with passenger handhold rail along full length of both parcel racks.
11.24	Front half of LH parcel rack section equipped with door, divider panel, and keyed-alike lock for driver's storage.
11.25	Front half of RH parcel rack section equipped with door, divider panel, and keyed-alike lock for electronic equipment storage
11.26	Carpeted ceiling, sidewalls and under parcel racks
11.27	Double glaze, thermopane glass on driver's window and entrance door windows
11.28	Double glaze, thermopane glass on passenger side windows, with grey tint and maximum of 20% light transmission and configured to meet the applicable FMVSS escape requirements

11.29	Rear window available as optional equipment
11.30	Dual windshield wiper motors
11.31	Two heavy-duty, self parking, electrically operated, with integral intermittent pulse windshield wipers.
11.32	Windshield washers with a minimum one (1) gallon reservoir.
11.33	Large instruction decals for emergency window exits
11.34	Large instruction decals for non-emergency window exits
11.35	DOT compliant AS-1 and AS-4 safety glass in all locations
11.36	Fiberglass driver enclosure and modesty panel with rubber noise suppression provided behind driver without curtain, clear, no tint
11.37	Emergency escape roof hatch with vent option and compliant with FMVSS regulations
11.38	English/Spanish decal package and nameplates
11.39	Maintenance card holder and larger registration card holder installed side by side on modesty panel behind driver's seat
11.40	One (1) license plate holder on front of coach
11.41	Positive locking device for baggage door in open position
11.42	Driver's foot rest with electric horn button in addition to the horn button on steering wheel; electric horn shall sound like an air horn
11.43	Driver's aluminum floor plate
11.44	LED lights shall be used wherever available
11.45	Door activated stepwell lights
11.46	Stepwells are to be on one-piece steel construction. Three-piece welded into one-piece is also acceptable. Stepwell is to be constructed of a minimum 10-gauge steel at step and 14 gauge in sides adequately reinforced to prevent deflection. Less than 10 gauge at step may be acceptable if tested for 500 lb deflection. All steel shall be treated for resistance to corrosion.
11.47	Ayses, Twin Vision, Luminator, or approved equal, electronic destination sign installed in upper right windshield
11.48	Interior mirror
11.49	Remote controlled heated side mirrors with LED turn signals
11.50	Manual driver's windshield shades
11.51	Pull down curtain type sunshades on driver's side window
11.52	Custom molded LH grab rail at entrance
11.53	Air operated sedan entrance door with keyed alike lock
11.54	All door locks to be keyed alike
11.55	Grey Ribbed, steptreads provided with white nosings to comply with ADA requirements
11.56	RCA Rubber, or approved equal, floor covering throughout coach interior which meets ADA slip resistance requirements
11.57	White standee stripe across front edge of aisle
11.58	Carpet upholstery on interior sidewalls and ceiling
11.59	Color coordinated trash bag holders at each seat mounted on sidewall
11.60	Interior material and color scheme to be determined at time of order
11.61	Exterior paint, base coat/ clear coat application

11.62 Exterior paint and lettering scheme to be determined at time of order. Paint and lettering draft of required paint scheme to be provided by the procuring agency for review and pricing

11.63 Mudflaps/splash guards where applicable

11.64 Skid rails integral with engine cradle to protect engine and transmission oil pans

11.65 Ricon F9T, or approved equal, wheelchair lift installed on curb side of coach. Lift must operate when engine is not running, with manual door release in case of emergency.

11.66 Equipped with front door kneeling feature

11.67 Interior sliding seats installed at locations to allow the securement of two forward-facing wheelchairs in accordance with ADA regulations

11.68 Q'Straint QRT Max, or approved equal, securement straps to secure the wheelchairs

11.69 Wheelchair tie down tracks shall be reinforced below the floor by a minimum of 3 ½" x 1" 12 gauge steel "C" channel or flat steel 11 gauge welded to the steel sub floor

11.70 Electrically operated baggage door locking system

11.71 Reflective material applied to front of exterior mirrors

11.72 Trailer towing package, hitch rated 10,000 lbs, trailer air and electrical hookup system

12.0 Seats

Reclining passenger seats in a two-by-two arrangement with a three - passenger rear cross seat. Amaya Patriot, or approved equal, seats shall be provided. Seats shall be upholstered with Holdsworth, or approved equal, fabric, which would compliment the sidewalls and ceiling. Seats shall be equipped with retractable seat belts. National, or approved equal, driver's seat with arm rests and covered with fabric matching passenger seats.

13.0 Handicapped Accessibility

Vehicle will be provided with a curb-side mounted wheelchair lift. The lift will be a Ricon F9T, or approved equal. Interior sliding seats will be installed to allow the securement of two wheelchairs in accordance with ADA regulations. Q'Straint QRT Max, or approved equal, securement straps will be provided to secure the wheelchairs.

14.0 Workmanship

Workmanship throughout the vehicle will conform to the highest standard of commercially accepted practice for 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. An emphasis must be placed on passenger comfort and safety. Welding procedures, welding materials, and qualifications of operators will be in accordance 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, paint. All exposed surfaces and edges will be neatly finished. All parts will be new and in no case will used, reconditioned or obsolete parts be accepted. Manufacturer will submit with his bid a detailed description and specifications of the frame structure, roof structure, and side sheeting, with particular reference to materials used. Any one part of whatever materials used in the construction will be an exact duplicate in manufacture and design and construction on each of the buses in the contract. Material changes due to changes in model year are accepted provided such changes are submitted to ALDOT upon contract renewal.

15.0 Tests/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, the 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 anti-freeze and summer coolant for minus 20 degrees Fahrenheit.
j. Servicing windshield washer with water and appropriate additives
k. Full tank of fuel

16.0 Delivery Schedule

The vehicle(s) shall be delivered not more than 120 days after issue date of the Purchase Order. ALDOT shall be notified immediately if there is a problem affecting delivery. Notice of delivery shall be given not less than 24 hours prior to delivery.

17.0 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), and wheelchair lift. In addition, the survey shall include the vendor contact person for warranty questions/issues. The end user shall also provide the vendor with a warranty responsibility contact. The survey shall be completed not less than ninety (90) days after delivery to ALDOT. The vendor shall compile survey results and supply a copy to ALDOT.

18.0 Documentation

Each vehicle will be delivered with the following documentation: owner's manual; parts manual; service and maintenance manual; certificate of origin; bill of sale; check for application for title (to end user); warranty papers; spare key(s); quality control checklists; required certifications; vehicle-specific wiring schematic; and vendor customer service guide.

19.0 Warranties

The manufacturer will state the terms and conditions of the vehicle warranty. In no case will the warranty be less than the following: bumper to bumper - 12 months or 12,000 miles; chassis - 3 years or 36,000 miles; air conditioning units - 2 years/unlimited miles; body structural: 5 years or 75,000 miles.

The bidder will state where warranty maintenance work may be obtained in Alabama.ALDOT reserves the right to visit, inspect, and approve such facility before final award.

Any and all materials, specialties, 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 facilitated promptly by the awarded vendor. The bidder will provide written assurance with the bid package regarding warranty repairs. All body parts shall be shipped in 10 calendar days or less. Other parts are to be shipped in 3 calendar days or an up-to-date status report is provided.

20.0 Training

Manufacturer will provide eight (8) hours of training that will be given to two (2) representatives of agency whom the vehicle(s) is purchased for, at the successful bidder's expense. The training will consist of four (4) hours covering general operation of the vehicle and four (4) hours covering vehicle safety. All training will be determined by the Alabama Department of Transportation, 1100 John Overton Dr., Montgomery, Alabama.