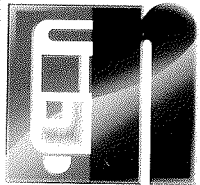


NATIONAL



BUS SALES & LEASING, INC.

Tillman "Tilly" Nowlin, III

Retail Sales Manager

800 Pickens Industrial Drive

Marietta, GA 30062

Direct 770-795-4254

Toll Free 800-282-7981

Mobile 404-314-4956

Fax 770-795-4255

tnowlin@nationalbussales.com

www.nationalbussales.com

"The National Company with Local Service"

Bid Checklist for Qualifications Submittal

Bid Number: Bid 2k16-15B

Bid Name: TRANSIT BUS

Vendor: CREATIVE BUS SALES

Time of Turn: 9/27/16 1:08 p.m.

Was this Bid Accepted: ☒ Yes or No

If no, why not?

Is this a No Bid Response: Yes or ☒ No

The Following Items are required for Submittal

Request for Formal Bid: ☒ Yes or No

Was this form signed and dated: ☒ Yes or No

Is a Certified Check, Cashier's Check or Bid Bond Required? Yes or No

Were any submitted? Yes or No

Is this a Public Works? Yes or ☒ No

If so, was a Performance Bond submitted in the form of a Cashier's Check or Proof of Insurance from Bonding Company? Yes or ☒ No

If so, which was submitted? Cashier's Check or Proof of Insurance

Are the Specifications
Included? ☒ Yes or No

If so, is signed and dated? ☒ Yes or No

Disclosure Statement? ☒ Yes or No

Is it notarized? ☒ Yes or No

Is this a bus bid? Yes or No

If yes, did this company
Turn in the Federal Motor
Carrier Safety Form? Yes or No

Did this company send all
The required documents of
The FMCS? Yes or No

Is the E-Verify form
Included? Yes or ☒ No

Is this a complete bid? Yes or No



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

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

DATE

9/13/2016

BID NUMBER

2k16-15B

RESPONSE DUE BY

09/27, 2016

2:00 P.M.

REQUEST FOR FORMAL BID

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

CONTACT Jeffrey L. Robinson PHONE 256-372-5227

VENDOR NO.

V National Bus Sales & Leasing - Attn: Tilly
E
N 800 Pickens Drive EXT
D
O Marietta, GA 30062
R

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

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

NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
	1		El Dorado Arrivo	\$270,970.00	\$270,970.00
SHOULD A PURCHASE ORDER BE ISSUED, THE FOREGOING AND THE TERMS AND CONDITIONS ON THE ATTACHED SHEET SHALL BE APPLICABLE AND BINDING UPON THE VENDOR. I ACKNOWLEDGE THAT I HAVE SIGNATURE AUTHORITY TO SIGN ON BEHALF OF THE COMPANY AND HEREBY AGREE TO ALL GENERAL CONDITIONS OF THIS BID REQUEST.				TOTAL	\$270,970.00

SIGNATURE

COMPANY REPRESENTATIVE

DATE 9/26/16

An affirmative action/equal opportunity institution

Note: In order for an alternate bid to be considered, bidders must supply current catalogs or brochures, including pictorials and specifications.

Please indicate your company classification by circling the appropriate initial: Small Business (SB), a Small Disadvantaged Business (SD), a Black Small Disadvantaged Business (BD), a Woman-Owned Small Business (WB), a Woman-Owned Small Disadvantaged Business (WD), a Black Woman-Owned Small Disadvantaged Business (BW), a Large Business (LB), an Individual (IN), Educational (ED), Non-Profit (NP), a Labor Surplus Area Concern (LS), Disabled Veteran-Owned Small Business (DV), Veteran-Owned Small Business (VS), Historically Underutilized Business Zone (UZ), or a Governmental Agency (GV).

F.O.B. Point Normal, AL	TERMS Net 30 Days	WARRANTY See Enclosed Warranty Docs
AAMU DESTINATION ESTIMATED DELIVERY 11/11/16	YOUR REFERENCE NO.* N/A	QUOTATION EFFECTIVE UNTIL 45 Days After Bid Opening

*Your company reference number, if applicable with this bid quotation.

Certification Pursuant To Act No. 2006-557

Alabama Law (Section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act No. 2006-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

Creative Bus Sales	800-282-7981
COMPANY NAME (TYPE OR PRINT)	TELEPHONE NUMBER
Tilly Nowlin	770-795-4231
SIGNER'S NAME (TYPE OR PRINT)	FAX NUMBER
	9/26/16
SIGNATURE	DATE

Alabama Agricultural and Mechanical University prohibits the installation of asbestos on its campus. Suppliers and contractors will not supply any equipment, material, or supplies, which contain asbestos without prior written approval.

Failure to designate Bid Number and Opening Date on the outside of your sealed envelope containing your bid and more than one bid submitted in this envelope will result in a "No Bid" response in accordance with Alabama Competitive Bid Law 41-16-24 subpart b.

Alabama Agricultural and Mechanical University will not accept faxed bids.

Any product that fails to meet the specifications, performance requirements or compatibility requirements will be rejected and returned to the vendor at no cost to the University.

The University reserves the right to award this contract, in whole, in part, or to reject any and all quotations.

Alabama A & M University is an instrumentality of the State and is federal, state and local tax exempt.

SPECIAL NOTE:

Manufacturer's published product data must be included with your bid response for any alternate offerings. Any exception taken to any portion of this Request for Price Quotation must be stated on the bid response sheets or Alabama A&M University will assume compliance with all requirements as stated. The successful bidder will be responsible and accountable for providing those items as specified in its bid response.

Bid Number: 2k16-15B

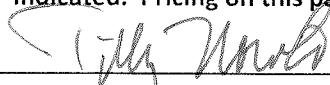
Page 1 of 2

Item #	Quantity	Unit	Description	Unit Price	Total Price
	1		El Dorado Arrivo	\$270,970.00	\$270,970.00

Grand Total:

FOB Point: Alabama A & M Normal, AL	Terms: Net 30 Days	Warranty: See Enclosed Warranty
Estimated Delivery: 11/11/16	Your Reference No.: N/A	Quotation Effective Until: 45 days after bid opening

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

Signed  9/26/16
Vendor Name Creative Bus Sales Date
By Tilly Nowlin



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

Bid Number: 2k16-15B

Bus Passenger Capacity:

40 Passengers

Bus Passenger Quoted:

40 Passengers

Model: 2015
Year

El Dorado Arrivo

Brand Name

FOB Point: Normal, AL	TERMS: Net 30 days	WARRANTY: See Warranty Docs Enclosed
Estimated Delivery: 11/11/16	Your Reference No.: N/A	Quotation Effective Until: 45 Days

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

Signed: Tilly Nowlin, Creative Bus Sales

9/26/16

VENDOR NAME

DATE

By: Tilly Nowlin

Not Applicable

Federal Motor Carrier Safety Form

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

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

ATTACH TO THIS FORM

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

ATTACH TO THIS FORM

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

ATTACH TO THIS FORM

7. Company must provide highway crash history _____

ATTACH TO THIS FORM

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

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

9. Driver must have a valid medical certificate _____

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

Not Applicable

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

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

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

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

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

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

ATTACH TO THIS FORM

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

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

PRESENT AT THE TIME OF PICK UP

Vendor Disclosure Statement Information and Instructions

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000. The disclosure statement is not required for contracts for gas, water, and electric services where no competition exists, or where rates are fixed by law or ordinance. In circumstances where a contract is awarded by competitive bid, the disclosure statement shall be required only from the person receiving the contract and shall be submitted within ten (10) days of the award.

A copy of the disclosure statement shall be filed with the awarding entity and the Department of Examiners of Public Accounts and if it pertains to a state contract, a copy shall be submitted to the Contract Review Permanent Legislative Oversight Committee. The address for the Department of Examiners of Public Accounts is as follows: 50 N. Ripley Street, Room 3201, Montgomery, Alabama 36130-2101. If the disclosure statement is filed with a contract, the awarding entity should include a copy with the contract when it is presented to the Contract Review Permanent Legislative Oversight Committee.

The State of Alabama shall not enter into any contract or appropriate any public funds with any person who refuses to provide information required by Act 2001-955.

Pursuant to Act 2001-955, any person who knowingly provides misleading or incorrect information on the disclosure statement shall be subject to a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00. Also, the contract or grant shall be voidable by the awarding entity.

Definitions as Provided in Act 2001-955

Family Member of a Public Employee - The spouse or a dependent of the public employee.

Family Member of a Public Official - The spouse, a dependent, an adult child and his or her spouse, a parent, a spouse's parents, a sibling and his or her spouse, of the public official.

Family Relationship - A person has a family relationship with a public official or public employee if the person is a family member of the public official or public employee.

Person - An individual, firm, partnership, association, joint venture, cooperative, or corporation, or any other group or combination acting in concert.

Public Official and Public Employee - These terms shall have the same meanings ascribed to them in Sections 36-25-1(23) and 36-25-1(24), Code of Alabama 1975, (see below) except for the purposes of the disclosure requirements of this act, the terms shall only include persons in a position to influence the awarding of a grant or contract who are affiliated with the awarding entity. Notwithstanding the foregoing, these terms shall also include the Governor, Lieutenant Governor, members of the cabinet of the Governor, and members of the Legislature.

Section 36-25-1(23), Code of Alabama 1975, defines a public employee as any person employed at the state, county or municipal level of government or their instrumentalities, including governmental corporations and authorities, but excluding employees of hospitals or other health care corporations including contract employees of those hospitals or other health care corporations, who is paid in whole or in part from state, county, or municipal funds. For purposes of this chapter, a public employee does not include a person employed on a part-time basis whose employment is limited to providing professional services other than lobbying, the compensation for which constitutes less than 50 percent of the part-time employee's income.

Section 36-25-1(24), Code of Alabama 1975, defines a public official as any person elected to public office, whether or not that person has taken office, by the vote of the people at state, county, or municipal level of government or their instrumentalities, including governmental corporations, and any person appointed to a position at the state, county, or municipal level of government or their instrumentalities, including governmental corporations. For purposes of this chapter, a public official includes the chairs and vice-chairs or the equivalent offices of each state political party as defined in Section 17-16-2, Code of Alabama 1975.

Instructions

Complete all lines as indicated. If an item does not apply, denote N/A (not applicable). If you cannot include required information in the space provided, attach additional sheets as necessary.

The form must be signed, dated, and notarized prior to submission.



State of Alabama Disclosure Statement

(Required by Act 2001-955)

ENTITY COMPLETING FORM

Creative Bus Sales

ADDRESS

800 Pickens Dr. Ext.

CITY, STATE, ZIP

Marietta, GA 30062

TELEPHONE NUMBER

(800) 282-7981

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

Alabama A & M

ADDRESS

4900 Meridian Street

CITY, STATE, ZIP

Huntsville, AL 35810

TELEPHONE NUMBER

(256) 372-5227

This form is provided with:

☐

Contract

☐

Proposal

☐

Request for Proposal

☒

Invitation to Bid

☐

Grant Proposal

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

☒

Yes

☐

No

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

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED
Alabama Department of Transportation	Buses	Over 1.5 Million
Mobile Transportation	Buses	\$595,000.00

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

☐

Yes

☒

No

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

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

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

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

Not Applicable

OVER

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

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED
--------------------------	---------	---	--

Not Applicable

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

Not Applicable

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

Not Applicable

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

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

Not Applicable

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

Signature

9/26/16

Date

Notary's Signature



9/26/16

Date

Oct. 31, 2016

Date Notary Expires

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

GENERAL CONDITIONS

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

4. **Applicable Law:** It is agreed that this quotation is valid to the extent that it does not violate the constitution or the laws of the State of Alabama.

Bidder represents and warrants that all article and services covered by this bid meet or exceed the safety standards established and promulgated under the Federal, Occupational Safety and Health Act of 1970, No. 2006, and its regulations in effect or proposed as of the date of this bid.

The furnishing of materials, supplies, equipment or service to Alabama Agricultural and Mechanical University under this purchase order, contract, solicitation for bids, or construction specification constitutes assurance by the vendor or contractor of his compliance with applicable provisions of and pertinent regulations promulgated under Executive Order 11246, date September 28, 1965 issued by the President of the United States of America, and Public Law 88-352, 88th Congress, the "Civil Rights Act of 1964".

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

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

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

9. **Delivery:** Time of delivery shall be stated as the number of calendar days following receipt of the order by the vendor, to receipt of the goods by Alabama Agricultural and Mechanical University.

Delivery time may be a criterion in awarding bids. Specify earliest possible delivery after receipt of order.

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

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

10. **Bid Terms:** Show unit prices, extensions, and total price. In the event of a discrepancy between the unit price and the extension, the unit price shall govern. Bids shall remain firm for minimum thirty (30) days from date of bid opening and any exception must be clearly stated.
11. **Bid Opening:** Bidders may attend the bid opening, but no information or opinions concerning the ultimate award will be given at the bid opening or during the evaluation process. After the public opening of this bid, the results will not be available to bidders not attending the opening until after an award is made.
12. **Bids are Public Record:** All bids become a matter of public record at bid award. The University accepts no responsibility for maintaining confidentiality of any information submitted with bid whether labeled confidential or not.
13. **Standards of Quality:** When a material, article or piece of equipment is identified in these specifications by reference to manufacturer's or vendor's name, trade name, catalog and stock numbers, etc., it is intended merely to establish a standard; and, any material, article or equipment of other manufacturer and vendor which will perform equally the duties imposed by the general design, provided the material, article, or equipment proposed, is in the opinion of the Purchasing Agent of equal substance and function. It shall not be purchased or installed by the contractor without the Purchasing Agents' written approval.

The bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable AAMU to determine if the product offered meets the requirements of the invitation. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the bidder clearly indicates in its bid that the product offered is an "Equal" product, such bid will be considered to offer the brand name product referenced in the invitation. Alabama agricultural and mechanical university will be sole judge of EQUAL items bid.
14. **Vendor Authorization:** Vendor must be an authorized distributor/agent to sell products proposed in this bid request. When it is deemed to be in the best interest of the University, the Purchasing Department may request an on-site premise visit to examine the facility.
15. **Default of Contractor:** Where the University has determined the contractor to be in default, the University reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.
16. **Fiscal Funding Clause:** The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide the continuation of a contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.
17. **Contract Cancellation:** The Purchasing Department has the right to cancel any contract, in accordance with Purchasing Rules and Regulations, for cause, including, but not limited to, the following: (1) failure to deliver within the contract; (2) failure of the product or service to meet specifications, conform to sample quality, or to be delivered in good condition; (3) misrepresentation by the contractor; (4) fraud, collusion, conspiracy, or other unlawful means of obtaining any contract with the state; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; and (6) any other breach of contract.
18. **Warranties:** Should merchandise described on this bid contain a manufacturer's warranty, bidders must state the warranty terms in the space provided on the bid. Bids offered for merchandise when no warranty applies must clearly state: "NO WARRANTY COVERAGE". Warranty information may be criteria in making this award. Failure of bidders to furnish this data may cause rejection of the complete bid as being non-responsive.
19. **Disclosure Statement:** The successful bidder will be required to file with the Purchasing Department a disclosure statement of relationship between contractors/grantees and employees/officials of the University. This form must be completed prior to issuance of the Purchase Order by Alabama Agricultural and Mechanical University.

ALABAMA A&M UNIVERSITY
DEPARTMENT OF TRANSPORTATION
REQUEST FOR BIDS
HEAVY DUTY TRANSIT BUS

Alabama A&M University is seeking bids from Vendors who have the capability of supplying a **Heavy Duty Transit Bus** based on the below specifications. The attached required documents must be in a sealed envelope and submitted **by 2 p.m. September 27, 2016**. The addressed sealed envelope must be sent to:

Jeffrey L. Robinson

**Purchasing Department
Alabama A&M University
Patton Hall Rm 305
Normal, AL. 35762**

All questions regarding technical aspects of the Transit Bus can be directed to Marshall Chimbwedzi, Dir BTS. Email: marshall.chimbwedzi@aamu.edu. Questions regarding the bid packet may be directed to Jeffrey.robinson1@aamu.edu.

BASIC REQUIREMENTS

Year	2015/16 or newer (demo with warranties bus preferable option)
Length	30' and-45'
ADA Complaint	Low Floor/wheel chair accessible minimum 2 chairs
Access	Two doors
Passenger Capacity	Minimum 28 seats and Standees
Floor Plan	Perimeter and Forward Combination, transit seating padded commuter seats.
Suspension	Full Air front and rear axles/kneeling.
Brakes	All disc Brakes
Access	Front and rear doors
Engine	Cummins (ISB)

Transmission	Allison-B Series (6 speed)
Fuel	Diesel
HVAC	Roof/Rear Mounted, Driver and passenger
Structural Requirements	The structure shall not fail due to fatigue damage in matter
General	Altoona Testing and Reports shall be provided to owner. Bus to meet all FMVSS Standards and all other applicable standards and regulations from all authorities with jurisdiction.
References	Bidder to supply references including contact information.

Condition if not new: Excellent running condition, all components working, none or very minimum visible body damages, including windows.

Delivery date: No later than November 11, 2016.

Provide: All applicable documents and standard and extended warranties and applicable options

Base Bid and options

This bid requires two options 35 and 40 footer heavy duty Transit Bus; bidders have the option to bid for both bus sizes.



Creative Bus Sales

September 26, 2016

Mr. Jeffrey L. Robinson
Alabama A & M University
Purchasing Department
Patton Hall, RM 305
Normal, AL 35762

Ref: Bid #2K16-15B

Dear Mr. Robinson,

Please accept a copy of our bid bond an original will be sent overnight after the bid opening.

Thank you,



Tilly Nowlin
Area Sales Representative



Creative Bus Sales

September 26, 2016

Alabama A&M University
Purchasing Department
Patton Hall, Rm 305
Normal, AL 35762

To Whom It May Concern:

Creative Bus Sales, Inc., located at 1470 Ramona Ave Chino, CA 81710, hereby authorizes Marcus P. Hoffman, Transit Bus Sales to act as an authorized signer on the behalf of Creative Bus Sales, Inc. for binding contracts with your organization to sell Heavy Duty Transit Buses per Solicitation Number 2k16-15B.

If further information is needed, please feel free to contact me.

Terry McCrea CFO
Creative Bus Sales, Inc.
800-326-2877
terrym@creativebussales.com



Bond No. Bid

KNOW ALL MEN BY THESE PRESENTS, that we, Creative Bus Sales, Inc.

as principal, and the GREAT AMERICAN INSURANCE COMPANY, a corporation existing under the laws of the State of Ohio, having its Administrative Office at 301 E. Fourth Street, Cincinnati, Ohio 45202, as surety, are held and firmly bound unto Alabama A&M University

as obligee, in the penal sum of Five Percent (5%) of the attached bid amount

Dollars (~~Five Percent (5%) of attached bid~~ lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrator, successors and assigns, Jointly and severally, firmly by these presents.

SIGNED, sealed and dated this 26th day of September, 2016.

WHEREAS, the said principal Creative Bus Sales, Inc.

herewith submitting a proposal for Heavy duty Transit Bus Bid - 2k16-15B

NOW, THEREFORE, the condition of this obligation is such that, if the said principal shall be awarded the said contract, and shall within Sixty (60) days after receiving notice of such award enter into a contract and give bond for the faithful performance of the contract, then this obligation shall be null and void otherwise the principal and surety will pay unto the obligee the difference in money between the amount of the principal's bid and the amount for which the obligee may legally contract with another party to perform the work, if the latter amount be in excess of the former; but in no event shall the liability hereunder exceed the penal sum hereof.

Creative Bus Sales, Inc.

Principal

GREAT AMERICAN INSURANCE COMPANY

By:

Rick Fagiri, Attorney-in-Fact

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than THREE

No. 0 14661

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
RICK FAQIRI	ALL OF	ALL
CHRISTINE A. BAIRD	FOSTER CITY,	UNLIMITED
KRISTIE PAOLOZZI	CALIFORNIA	

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 2ND day of MARCH, 2016

Attest

GREAT AMERICAN INSURANCE COMPANY



Stephen C. Beraia
Assistant Secretary

David C. Kitchin
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this 2ND day of MARCH, 2016, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 06-18-2020

Susan A. Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAIHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this

26TH day of September, 2016



Stephen C. Beraia
Assistant Secretary

"A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document."

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Mateo

} SS.

On 9/26/2016, before me, Christine Ann Baird

(Date)

(Notary)

personally appeared Rick Faqiri

(Name of Signer)

, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
(Signature of Notary Public)



(Seal)

OPTIONAL

The following information is not required by law, however it may be helpful in preventing fraudulent use of this acknowledgement.

DOCUMENT TITLE OR DESCRIPTION _____

DOCUMENT DATE: _____ NUMBER OF PAGES: _____

COMMENTS:

RIGHT THUMBPRINT OF SIGNER

RIGHT THUMBPRINT OF SIGNER

ELDORADO NATIONAL CALIFORNIA, INC.
9670 GALENA ST, RIVERSIDE, CA 92509

PAGE: 1

P R E - S H I P P E R

SHIP: ELDORADO NATIONAL CO.
BILL: ELDORADO NATIONAL CO.

9670 GALENA STREET
9670 GALENA STREET

RIVERSIDE, CA 92509
RIVERSIDE, CA 92509

ARRIVO
CHANGE ORDER # : 0

DESCRIPTION	QTY
<u>Model / Floor Plan</u>	
ARRIVO FRT DOOR	1
<u>Mechanical</u>	
ENGINE BLOCK HEATER	1
AIR COMPRESSOR - ENGINE MOUNTED	1
ELECTRONIC THROTTLE	1
ENGINE DIESEL CUMMINS ISB 2013 280HP-660 TORQUE	1
- WITH EXHAUST BRAKE	
AIR DRYER	1
AIR BRAKES	1
ABS BRAKE SYSTEM	1
SHOP AIR CONNECTION FRONT & REAR	1
TRANSMISSION ALLISON B300 NO RETARDER	1
EXHAUST WRAP	1
KNEELING FRONT SUSPENSION SYSTEM	1
SUSPENSION AIR	1
STEERING COLUMN TILT & TELESCOPIC	1
WHEELS OEM PAINTED STEEL	1
TIRES RADIAL	1
- 275/70R 22.5	
BUMPER HELP REAR ASSEMBLY	1
BUMPER HELP FRONT ASSEMBLY	1
MUD FLAP FRONT (1) PAIR	1
MUD FLAP REAR (1) PAIR	1
TOW HOOKS ASSEMBLY FRONT	1
<u>Electrical</u>	
HIGH IDLE ASSEMBLY	1
FLUORESCENT INTERIOR LIGHTING	1
CIRCUIT BREAKER MANUAL RESET	1
BATTERIES DUAL 8D ON S/S SLIDE TRAY	1
320 AMP ALTERNATOR - LEECE NEVILLE	1
I/O CONTROLS MULTIPLEX WIRING 12-VOLT	1
ALARM BACK-UP WARNING	1
CUMMINS ENG. PROTECTION W/LOW COOLANT PROBE	1
DESTINATION SIGN SIDE ROLLER ELECTRIC	1
DESTINATION SIGN FRONT ROLLER ELECTRIC	1
METER HOUR	1
TURN SIGNALS SIDE	2
- FRONT & REAR	
LIGHT ARMORED CLEARANCE	1
L.E.D. - EXTERIOR LIGHTS	1
REAR HIGH MOUNT COLLISION AVOIDANCE LIGHT	1
SPEAKERS ADDITIONAL (2) ALL MODELS	1
RADIO 2-WAY PREWIRE ALL MODELS	1
RADIO 2-WAY ANTENNA CONDUIT PREWIRE	1
- WITH PLASTIC SCREW CAP	
PA SYSTEM INTERNAL GOOSENECK MIC W/4 SPEAKERS	1
SPEAKER (1) EXTERNAL	1
<u>Body</u>	
FLOOR COVERING RIB AISLE SMOOTH U/SEATS	1
UNDERCOATED AND SEALED BODY	1
ZIEBART UNDERCOATING-INSIDE ALL ROLL CAGE TUBES	1
PLYWOOD 3/4" ACQ MARINE GRADE	1
STANCHION DRIVER	1
DRIVER BARRIER TOP & BOTTOM SECTIONS	1
STANCHIONS VERTICAL 1-1/4 SS (2 STD)	3
ENTRANCE GRAB HANDLE DASH MOUNTED	1
CEILING GRABRAILS ASSY	1

ELDORADO NATIONAL CALIFORNIA, INC.
9670 GALENA ST, RIVERSIDE, CA 92509

PAGE: 2

PRE-SHIPPER

SHIP: ELDORADO NATIONAL CO.
BILL: ELDORADO NATIONAL CO.

9670 GALENA STREET
9670 GALENA STREET

RIVERSIDE, CA 92509
RIVERSIDE, CA 92509

ARRIVO
CHANGE ORDER # : 0

VENT ROOF EMERGENCY EXIT 4/WAY ADJ (TRANSPEC)	1
AUTOMOTION ROLLER BLIND - DRIVER FRT & SIDE	1
- SCISSOR TYPE	
PASSENGER WINDOWS UPPER T SLIDE	1
WINDSHIELD WIPER KIT (INTERMITTENT)	1
MIRROR REAR VIEW INTERIOR	1
MIRROR MOTORIZED AND HEATED	1
REMOTE TOGGLE SWITCH - DOOR ENTRY	1
DOOR OPERATOR ELECTRIC	1
PAINT - FULL BODY (1 COLOR)	1
DELUXE PLATINUM INTERIOR	1
DRIVER COAT HOOK & STRAP	1
DRIVER LOCKABLE STORAGE COMPARTMENT	1

Heating, Ventilation, Air

HEATER/DEF FRONT ASSEMBLY	1
HEATERS MIDSHIP & REAR (2) 65,000 BTU	1

Safety & Ancillary

FIRST AID KIT (16)/FIRE EXT/TRI-REFLECTORS	1
FAN DRIVER (2 SPEED)	1
FAREBOX WIRING ONLY	1
SIGN ASSEMBLY "STOP REQUESTED"	1
PASSENGER SIGNAL SYSTEM PULL CORD W/DASH LIGHT	1
FARADAY CHIME FOR PULL CORD SYSTEM	1
FAREBOX GUARD & GRAB RAIL 1-1/4 OD TBG SS	1
W/CHAIR T/DOWN # KINEDYNE 5 PT W/SHLDR HARNESS	2
BELT STORAGE BOX	1
STANDEE LINE WHITE 3" X 38"	1
ADA PACKAGE - BRAUN PLATFORM LIFT	1

Seating

DRIVER SEAT - RECARO ERGO M WITH NO ARMS LVL 1	1
--	---

Miscellaneous

ENC TRAINING AT THE AGENCY LOCATION FOR TWO (2) DAYS	1
THERMO KING DUAL SR-75 A/C SYS	1
DUAL DOOR HEADER LIGHTS LED	1
- AT FRONT AND REAR DOORS	
BRASS GATE SHUT-OFF VALVES FOR FLOOR HEATERS	1
FREEDMAN CITISEATS W/CANTILEVER FRAMES WHERE POSSIBLE	1
- HAND HOLDS ON ALL FORWARD FACING SEATS	
- LEVEL 5 FABRIC INSERTS	
- PER FLOORPLAN #93X00107-33	
- SEAT BELTS AT FLIP SEATS	
YELLOW PAINTED LIFT PADS FRONT/REAR	1
AUDIBLE INDICATOR FOR TURN SIGNALS AND HAZARDS	1

ElDorado National – Arrivo **Limited Warranty Coverage**

Body Coverage

Standard Body Coverage	12 months or 50,000 miles of use, whichever occurs first
Air Conditioning Coverage	24 months or unlimited miles
Body Structure Coverage	48 months or 100,000 or miles of use, whichever occurs first

Chassis Coverage

Basic Chassis Coverage*	See Freightliner warranty coverage sheet
Engine and Transmission**	See Cummins and Allison warranty coverage sheets

* The Freightliner chassis is warranted directly to the first purchaser from Freightliner Custom Chassis Corporation. Notice must be given on any covered failure and delivered to a Freightliner authorized warranty repair location for repair.

** The Cummins engine and Allison transmission are warranted directly to the first purchaser exclusively by Cummins and Allison. The duration of the limited warranty for the Cummins engine is 24 months and unlimited miles; and, the duration of the Allison transmission is 24 months and unlimited miles.

ElDorado National's sole and exclusive obligation under this limited warranty is to repair any defect in materials or workmanship that is discovered within the warranty coverage term as defined above and reported to ElDorado within ten (10) days of the discovery of the defect. Before any warranty repairs that exceed \$200 in cost are performed, ElDorado National must authorize the repair to be performed. ElDorado agrees to pay an authorized servicing dealership to perform warranty repairs or will perform warranty repairs itself at the factory.

Notice of a defect with the Freightliner chassis, Cummins engine or Allison transmission exclusively covered by Freightliner, Cummins or Allison warranties, must be given to Freightliner Custom Chassis, Cummins Engine or Allison Transmission as required by their respective limited warranties.

ElDorado's limited warranty extends and covers only to the first retail purchaser. The limited warranty is not transferable.

ElDorado disclaims all implied warranties that arise by operation of law, if any. More specifically, there is no implied warranty of merchantability or implied warranty of fitness for a particular purpose that covers the bus or any components or appliances used to assemble the bus.

Items not covered by Warranty:

This limited warranty does not cover the following:

- (a) Damage or product failure caused by accident;
- (b) Damage or product failure caused by misuse of the bus;
- (c) Damage or product failure caused by the failure to comply with all maintenance requirements or recommendations specified;
- (d) Damage or product failure caused by alterations or modifications of the bus, including but not limited to, the installation of post manufacture equipment;
- (e) Depreciation;
- (f) Component parts and appliances manufactured and covered by limited warranties issued by the manufacturer of the component part or appliance, including but not limited to the engine, transmission and tires;
- (g) Damage caused by overloading the bus in excess of the Gross Axle Weight Rating (GAWR) or the Gross Vehicle Weight Rating (GVWR);
- (h) Damaged or product failure caused by freezing, flooding, fire or any occurrence that may be termed an "Act of God"; and,
- (i) Corrosion caused by salt, chemicals, or the environmental..

ElDorado National excludes all consequential and incidental damages that may be incurred as a consequence of any defect in the bus or appliance or component used to assemble the bus. This exclusion of consequential and incidental damages is not dependent upon the warranty fulfilling its essential purpose. An example of consequential and incidental damages that are excluded are loss of use of the bus; loss of time; inconvenience; mental distress; fuel, travel, and lodging expense; damage to personal property; and, loss of profits, earnings or revenue.

ElDorado National does not assume responsibility for any undertaking, representation or warranty made by dealers, agents, salesmen, representatives, employees or any other persons that are inconsistent or greater in scope than what is expressly provided for within this limited warranty.

The failure of ElDorado National on any one or more instances to insist upon the performance of any one of the requirements set forth within this warranty shall not be construed as a waiver of any such requirements; rather, the requirements set forth within this limited warranty shall continue and remain in full force and effect the same as if no such failure or waiver had occurred.

Any legal action for breach of this limited warranty must be brought within 90 days of the expiration of the duration of the limited warranty coverage as defined above.

All correspondence relating to this warranty must contain the ElDorado National serial number of the vehicle, mileage and date of sale.
(9/13-Arrivo)

ElDorado National California, Inc.
9670 Galena Street
Riverside, California 92509

ElDorado National - California

REFERENCE LISTING

Transit ARRIVO High-Floor Buses:

North Carolina State University

Contact Person: Scott Conroy
Director of Operations - First Transit
Raleigh, NC 27695
Phone Number: (210) 538-2505
Scott.conroy@firstgroup.com
ARRIVO

Clemson University

Contact Person: Dan Hofmann
Director of Parking and Transportation Services
Clemson, South Carolina 29634
Phone Number: (864) 656-4132
hofmann@clemson.edu
ARRIVO

University Of Rochester NY

Contact Person: Scott Conroy
Director of Operations - First Transit
Rochester NY 14627
Phone Number: (210) 538-2505
Scott.conroy@firstgroup.com
ARRIVO

Commercial Bus Warranty Coverage and Customer Protection Plans



Custom Chassis

Driven By You





Driven By You

Basic Warranty

Freightliner Custom Chassis Corporation (FCCC) offers the assurance of the industry's most comprehensive warranty coverage: a transferable, limited warranty with towing and roadside assistance—and no deductible whatsoever.¹

Description	Time*	Distance*
Basic Chassis	3 years	50,000 mi/80 500 km
Alliance Battery	1 year	100,000 mi/161 000 km
Brightwork	6 months	Unlimited
Corrosion	6 months	Unlimited
Cab Corrosion/Perforation	5 years	Unlimited
Cab Structure	5 years	Unlimited
Crossmembers	5 years	100,000 mi/161 000 km
Diesel Emissions 2010 [†]	5 years	100,000 mi/161 000 km
Drivetrain	3 years	36,000 mi/58 000 km
Frame Rails	5 years	100,000 mi/161 000 km
Paint	1 year	100,000 mi/161 000 km
Paint, Chassis	6 months	Unlimited
Towing & Roadside Assistance [‡]	1 year	Unlimited

* Time or distance, whichever occurs first.

[†] Applies to vehicles equipped with EPA2010 compliant diesel engines.

[‡] Up to maximum of \$550 USD per occurrence.

Customer Protection Plans

FCCC Customer Protection Plans give you the option to extend your original factory chassis warranty above and beyond the basic warranty of your vehicle.² The Plan allows you to pick and choose the best package or packages that suit your needs. And the best part of the Customer Protection Plan is that it's the same factory warranty, backed by FCCC, with no preauthorization or deductible required.

1. See Owner's Warranty Information booklet for more details.

2. All time and mileage specifications are from the original in-service date and odometer reading of the chassis.

3. Applies only to parts supplied by Freightliner Custom Chassis Corporation. Some components listed are optional and may not be supplied by FCCC. Exclusions are set forth in the FCCC Owner's Warranty Information booklet. Engine and transmission extended warranties are available through the manufacturer and most can be purchased for you by FCCC.

4. Excludes drivelines, input and output seals, tie rod ends and front and rear axle attachments such as hubs, wheel seals and wheel bearings.

Customer Protection Plan Packages

The Complete Basic Chassis Less Drivetrain Plan

This Plan covers the entire chassis as delivered by FCCC with the exception of the engine, transmission, axles, tires and body, which have their own separate warranties. The following components³ are included in this coverage plan (or you may also limit coverage to specific system components):

- Air conditioning components
- Air/hydraulic components
- Alternator
- Brake components (excluding normal wear items such as shoes, pads, drums and rotors)
- Chassis electrical
- Chassis harness
- Cooling fan assembly
- Engine cooling components
- Engine harness
- Fuel tank
- Fuel lines and plumbing
- Ignition controls
- Instrumentation components
- Radiator/charge air cooler and plumbing
- Starter
- Steering components
- Suspension components
- Transmission harness

Plans available include:

- 3 years and 100,000, 150,000 or 200,000 miles
- 4 years and 50,000, 100,000, 150,000 or 200,000 miles
- 5 years and 50,000, 100,000, 150,000 or 200,000 miles

The Front and Rear Axle Plan

This Plan covers front axle beams, spindles, kingpins and kingpin bearings, drive axle differential assembly and all internal lubricated parts, axle shafts and axle housings.⁴

Plans available include:

- 3 years and 100,000, 150,000 or 200,000 miles
- 4 years and 50,000, 100,000, 150,000 or 200,000 miles
- 5 years and 50,000, 100,000, 150,000 or 200,000 miles

The Towing/Roadside Assistance Plan

This Plan covers up to \$550 USD (or Canadian equivalent) maximum charge per occurrence for towing or roadside assistance due to a component breakdown that prevents the safe and lawful operation of the vehicle. It covers towing to a Freightliner service center, engine or transmission supplier service center—even if the engine or transmission supplier's warranty may not cover towing or roadside assistance.

Plans available include:

- 2 years and unlimited miles
- 3 years and unlimited miles
- 4 years and unlimited miles

Coverage Terms and Conditions

Eligibility

All new commercial buses riding on FCCC chassis sold and domiciled in the United States and Canada, in service for six months or less, are eligible for the Freightliner Customer Protection Plans.

Late fees apply to units that are four to six months in service. Wrecked, totaled or stolen chassis or vehicles that are void of the factory warranty do not qualify for the Plans.

Eligible Repairs

Your Freightliner dealer will perform all repairs that are covered under the Customer Protection Plans.

Repairs made by service facilities that are not authorized Freightliner dealerships or service centers are subject to shortage or denial.

Plan Coverage Starting and Ending Limitations

All time and mileage specifications are from the original in-service date and odometer reading of the commercial bus/chassis. Plan expiration is specified in your choice of Customer Protection Plan.

Purchasing the Plan

FCCC Customer Protection Plans are available for purchase from Freightliner Custom Chassis Corporation's Customer Service Department. Please contact us for a custom quote:

Freightliner Custom Chassis Corporation
Customer Support Department
552 Hyatt Street
Gaffney, SC 29341
800-385-4357
fcccservice@daimler.com

Transferring the Plan

Remaining Plan coverage will be transferred to subsequent owners at no charge. Please notify FCCC of the sale of the chassis.

Call Freightliner Custom Chassis Corporation at (800) 545-8831, or visit us on the Web at freightlinerchassis.com.

12/12 FCC/MC-B-314. Specifications are subject to change without notice. Freightliner Custom Chassis Corporation is registered to ISO 9001:2008 and ISO 14001:2004.
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FEDERAL TRANSIT BUS TEST

Performed for the Federal Transit Administration U.S. DOT
In accordance with CFR 49, Volume 7, Part 665

Manufacturer: Eldorado National California, Inc.

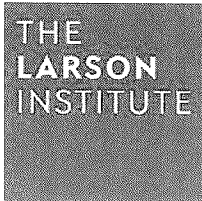
Model: ARRIVO

**Submitted for Testing in Service-Life Category
10 Year /350,000 Miles**

FEBRUARY 2015

Report Number: LTI-BT-R1402

PENNSTATE



The Thomas D. Larson
Pennsylvania Transportation Institute
201 Transportation Research Building
The Pennsylvania State University
University Park, PA 16802
(814) 865-1891

Bus Testing and Research Center
2237 Old Route 220 North
Duncansville, PA 16635
(814) 695-3404

FEDERAL TRANSIT BUS TEST

Performed for the Federal Transit Administration U.S. DOT
1200 New Jersey Avenue, SE
Washington, DC 20590

In accordance with CFR 49, Volume 7, Part 665

Manufacturer: ElDorado National California, Inc.

Manufacturer's address:
9670 Galena Street
Riverside, CA 92509

Model: ARRIVO

Submitted for Testing in Service-Life Category
10 Year /350,000 Miles

Report Number: LTI-BT-R1402




Quality Authorization

Director, Bus Research
and Testing Center
Title

2/2/15
Date

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EXECUTIVE SUMMARY

Eldorado National, California submitted a model ARRIVO, diesel-powered 42 seat (including the driver) 39-foot bus, for a 10 yr./350,000 mile STURAA test. The odometer reading at the time of delivery was 2,801 miles. Testing started on April 29, 2014 and was completed on January 7, 2015. The Check-In section of the report provides a description of the bus and specifies its major components.

The primary part of the test program is the Structural Durability Test, which also provides the information for the Maintainability and Reliability results. The Structural Durability Test was started on May 9, 2014 and was completed on December 18, 2014.

The interior of the bus is configured with seating for 42 passengers including the driver. Free floor space will accommodate 18 standing passengers resulting in a potential load of 60 persons. At 150 lbs per person, this load results in a measured gross vehicle weight of 33,860 lbs. The first segment of the Structural Durability Test was performed with the bus loaded to a GVW of 33,860 lbs. The middle segment was performed at a seated load weight of 31,190 lbs. and the final segment was performed at a curb weight of 24,980 lbs. Durability driving resulted in unscheduled maintenance and failures that involved a variety of subsystems. A description of failures, and a complete and detailed listing of scheduled and unscheduled maintenance is provided in the Maintainability section of this report.

Effective January 1, 2010 the Federal Transit Administration determined that the total number of simulated passengers used for loading all test vehicles will be based on the full complement of seats and free-floor space available for standing passengers (150 lbs per passenger). The passenger loading used for dynamic testing will not be reduced in order to comply with Gross Axle Weight Ratings (GAWR's) or the Gross Vehicle Weight Ratings (GVWR's) declared by the manufacturer. Cases where the loading exceeds the GAWR and/or the GVWR will be noted accordingly. During the testing program, all test vehicles transported or operated over public roadways will be loaded to comply with the GAWR and GVWR specified by the manufacturer.

Accessibility, in general, was adequate, components covered in Section 1.3 (Repair and/or Replacement of Selected Subsystems) along with all other components encountered during testing, were found to be readily accessible and no restrictions were noted.

The Reliability section compiles failures that occurred during Structural Durability Testing. Breakdowns are classified according to subsystems. The data in this section are arranged so that those subsystems with more frequent problems are apparent. The problems are also listed by class as defined in Section 2. The test bus encountered no Class 1 or Class 2 failures. Of the 39 reported failures, 32 were Class 3 and seven were Class 4.

The Safety Test, (a double-lane change, obstacle avoidance test) was safely performed in both right-hand and left-hand directions up to a maximum test speed of 45 mph. The performance of the bus is illustrated by a speed vs. time plot. Acceleration and gradeability test data are provided in Section 4, Performance. The average time to

obtain 50 mph was 29.22 seconds. Maximum speed obtained on the dynamometer 65 mph. The Stopping Distance phase of the Brake Test was completed with the following results; for the Uniform High Friction Test average stopping distances were 41.74' at 20 mph, 72.43' at 30 mph, 135.22' at 40 mph and 180.02' at 45 mph. The average stopping distance for the Uniform Low Friction Test was 40.46'. There was no deviation from the test lane during the performance of the Stopping Distance phase. During the Stability phase of Brake Testing the test bus experienced no deviation from the test lane but did experience pull to the left during both approaches to the Split Friction Road surface. The Parking Brake phase was completed with the test bus maintaining the parked position for the full five minute period with no slip or roll observed in both the uphill and downhill positions.

The Shakedown Test produced a maximum final loaded deflection of 0.264 inches with a permanent set ranging between - 0.002 to 0.004 inches under a distributed static load of 22,500 lbs. The Distortion Test was completed with all subsystems, doors and escape mechanisms operating properly. No water leakage was observed throughout the test. All subsystems operated properly.

The Static Towing Test was performed using a target load (towing force) of 29,976 lbs. During the 20° upward pull the bumper structure that the tow hooks are attached deformed and started to crack where the two lower frame attaching bolts are located. The deformation occurred at approximately 11,500 lbs. of force. Further testing was terminated. The Dynamic Towing Test was performed by means of a front-lift tow. The towing interface was accomplished using a hydraulic under-lift wrecker. The bus was towed without incident and no damage resulted from the test. The manufacturer does not recommend towing the bus from the rear, therefore, a rear test was not performed. The Jacking and Hoisting Tests were also performed without incident. The bus was found to be stable on the jack stands, and the minimum jacking clearance observed with a tire deflated was 5.9 inches.

A Fuel Economy Test was run on simulated central business district, arterial, and commuter courses. The results were 3.37 mpg, 4.08 mpg, and 7.77 mpg respectively; with an overall average of 4.28 mpg.

A series of Interior and Exterior Noise Tests was performed. These data are listed in Section 7.1 and 7.2 respectively.

The Emissions Test was performed. These results are available in Section 8 of this report.



Breaking the Mold, Not Your Budget!

MEDIUM/HEAVY-DUTY 33', 38' AND 40' STANDARD-FLOOR BUS



Think outside the box! In the past, bus operators had to choose between boxy inexpensive light-duty commercial buses, expensive heavy-duty transit buses or unattractive school bus products. NO MORE. The Arrivo combines unsurpassed aesthetics and an industry leading 36,000 lbs. GVWR for outstanding carrying capacity, all at a price that will not break the bank.

Arrivo's standard air-ride suspension, wide-track axles and 102" wide body provides a superior ride quality for your most discriminating passengers. A transit inspired body design, industry leading corrosion protection and non-corrosive composite sidewalls assures long-term durability in the most demanding environments.



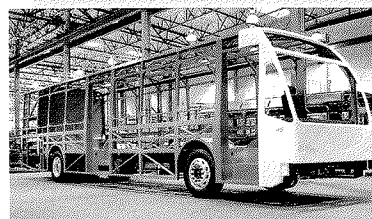
CREATE A STATEMENT

BRT inspired styling offers gorgeous curb appeal and an ergonomically advanced vehicle for both driver and passengers. The swept back Arrivo windshield affords passengers excellent viewing. Drivers will appreciate the reduced wind noise, along with superior visibility in both day and night operation.



PEOPLE MOVING SOLUTION

Unlike light GVWR cutaway buses, the Arrivo is designed and built to move the masses. The superior 36,000 lbs. GVWR accommodates up to 70 seated/standing passengers! The transit designed two-step entrance and exit moves passengers quickly and safely.



ROCK SOLID STRUCTURE

The Arrivo continues a long tradition of superior body structure designs at El Dorado National. The fully welded safety cage made of high-strength structural steel is made to thrive in harsh operations.





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

SHIPPING/MAILING FOR BIDS

SPECIAL DIRECTIONS:

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

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

(2) United States Postal Service

Purchasing Department
Alabama A&M University
~~XXXXXX~~ Rm 305 Patton Hall
Normal, AL 35762



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

SPECIAL DIRECTIONS:

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

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

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

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

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

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



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

Bid Bonds

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

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



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

NOTICE (ITB)

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

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

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

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



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Normal, Alabama 35762
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Certification Pursuant To Act No. 2006-557

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

Alabama Law (Section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama.

By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act No. 2006-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

Section 41-4-116

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

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

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

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

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

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

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

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

(Act 2006-557, p. 1281, §1.)



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THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS USING A E-VERIFY EMPLOYER AGENT

ARTICLE I

PURPOSE AND AUTHORITY

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

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

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer (through the E-Verify Employer Agent) with available information that will allow the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide the Employer and E-Verify Employer Agent appropriate assistance with operational problems that may arise during the Employer's participation in E-Verify. SSA agrees to provide the E-Verify Employer Agent with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.



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3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

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

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

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer (through the E-Verify Employer Agent) access to selected data from DHS's database to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:
 - Automated verification checks on employees by electronic means, and
 - Photo verification checks (when available) on employees.
2. DHS agrees to provide to the Employer and E-Verify Employer Agent appropriate assistance with operational problems that may arise during the Employer's participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to make available to the Employer (through the E-Verify Employer Agent), at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.
4. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer (through the E-Verify Employer Agent) anti-discrimination



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notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the E-Verify Employer Agent a user identification number and password that will be used exclusively by the E-Verify Employer Agent, on behalf of the Employer, to verify information provided by employees with DHS's databases.
6. DHS agrees to safeguard the information provided to DHS by the Employer (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.
7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government workdays of the initial inquiry.
8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS (through the E-Verify Employer Agent) in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.
3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the E-Verify Employer Agent.
4. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish



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identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 1-888-464-4218.

- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.
5. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 4 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.
 6. The Employer agrees to initiate E-Verify verification procedures (through the E-Verify Employer Agent), for new employees within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification, through the E-Verify Employer Agent, by notating the Form I-9 in circumstances where the



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employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer (through the E-Verify Employer Agent) performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

7. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify (through its E-Verify Employer Agent) for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.
8. The Employer (through its E-Verify Employer Agent) agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.
9. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work, or otherwise mistreating an employee) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final



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nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

10. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).
11. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
12. The Employer agrees that it will use the information it receives from SSA or DHS (through the E-Verify Employer Agent) pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.
13. The Employer acknowledges that the information which it receives through the E-Verify Employer Agent from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.
14. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.



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

1. The Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.
 - a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.
 - b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.
 - c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the system and then selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.
 - d. Employer that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days



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after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

- e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II, part D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local, tribal governments, and sureties.
- f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.
- g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause (through their E-Verify Employer Agent) may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with Article II.C.4, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.4, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.4, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.4, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent



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to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.4, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

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

E. RESPONSIBILITIES OF THE E-VERIFY EMPLOYER AGENT

1. The E-Verify Employer Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the E-Verify Employer Agent representatives who will be accessing information under E-Verify.
2. The E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures.
3. The E-Verify Employer Agent agrees that any E-Verify Employer Agent Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.
 - a. The E-Verify Employer Agent agrees that all E-Verify Employer Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.
 - b. Failure to complete a refresher tutorial will prevent the E-Verify Employer Agent and Employer from continued use of the program.
4. The E-Verify Employer Agent agrees to obtain the necessary equipment to utilize E-Verify.
5. The E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.4 above.
6. The E-Verify Employer Agent agrees to initiate E-Verify procedures on behalf of the Employer in accordance with the E-Verify Manual and E-Verify Web-Based Tutorial. The E-Verify Employer Agent will query the automated system using information provided by the Employer and will immediately communicate the response back to the Employer. If the automated system to be queried is temporarily unavailable, the 3-day



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time period is extended until it is again operational in order to accommodate the E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. In all cases, the E-Verify Employer Agent will use the SSA verification procedures first, and will use DHS verification procedures only as directed by the SSA verification response.

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

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

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

B. REFERRAL TO DHS



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1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.
5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer (or the E-Verify Employer Agent) will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:
 - Scanning and uploading the document, or
 - Sending a photocopy of the document by and express mail account (paid for at employer expense).
7. If the Employer (through the E-Verify Employer Agent) determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.4 with the image generated in E-Verify, the Employer (through the E-Verify Employer Agent) must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.

ARTICLE IV

SERVICE PROVISIONS



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The SSA and DHS will not charge the Employer or the E-Verify Employer Agent for verification services performed under this MOU. DHS is not responsible for providing the equipment needed to make inquiries. A personal computer with Internet access is needed to access the E-Verify System.

ARTICLE V

PARTIES

- A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors, or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
- B. Notwithstanding Article V, part A of this MOU, DHS may terminate access to E-Verify if it is deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the E-Verify Employer Agent or the Employer, or a failure on the part of either to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect the Employer's performance of its contractual responsibilities.
- C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the E-Verify Employer Agent, the Employer, or their agents, officers, or employees.



Company ID Number: 23043
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- E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the E-Verify Employer Agent or the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the E-Verify Employer Agent or the Employer.
- F. Participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).
- G. The foregoing constitutes the full agreement on this subject between DHS, the Employer and the E-Verify Employer Agent.

Creative Bus Sales, Inc. (Employer) hereby designates and appoints **Lookout Services** (E-Verify Employer Agent), including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out **Creative Bus Sales, Inc.** (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.



Company ID Number: 23043
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The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the E-Verify Employer Agent and DHS respectively.

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer Creative Bus Sales, Inc.

Name (Please Type or Print)

Title

Signature

Date

E-Verify Employer Agent Lookout Services

Patricia Cuellar

Name (Please Type or Print)

Title

Electronically Signed

04/17/2013

Signature

Date

Department of Homeland Security – Verification Division

Name (Please Type or Print)

Title

Signature

Date

**Information Required
For the E-Verify E-Verify Employer Agent Program**

Information relating to your Company:

Company Name: Creative Bus Sales, Inc.



Company ID Number: 23043
Client Company ID Number: 663390

Company Facility Address: 13501 Benson Ave.

Chino, CA 91710

County or Parish: SAN BERNARDINO

Employer Identification
Number: 330388707

North American Industry
Classification Systems
Code: 441

Administrator:

Number of Employees: 100 to 499

ElDorado National - California

REFERENCE LISTING

Transit ARRIVO High-Floor Buses:

North Carolina State University

Contact Person: Scott Conroy
Director of Operations - First Transit
Raleigh, NC 27695
Phone Number: (210) 538-2505
Scott.conroy@firstgroup.com
ARRIVO

Clemson University

Contact Person: Dan Hofmann
Director of Parking and Transportation Services
Clemson, South Carolina 29634
Phone Number: (864) 656-4132
hofmann@clemson.edu
ARRIVO

University Of Rochester NY

Contact Person: Scott Conroy
Director of Operations - First Transit
Rochester NY 14627
Phone Number: (210) 538-2505
Scott.conroy@firstgroup.com
ARRIVO

2K16-15B

Checklist for Preparation of Bid Requests—

TYPE OF BID:

- ☒ This is a one time bid,
☐ This is a standing bid for _____ months.

QUANTITY:

- ☒ The quantity specified is exact.
☐ The quantity specified is estimated.

Note: Is the quantity defined adequately? If you are specifying a box or carton, how many are included per box or carton?

TECHNICAL SPECIFICATIONS:

- NO The manufacturer of the product(s) is named.
NO The product model or part number(s) is specified.
YES The size is defined.
NO The color/finish is specified.
☐ I have attached a written quote provided by a vendor.
YES I have talked with a vendor concerning this request and
my contact person's name is SEE ATTACHED LIST
and the vendors name is _____

GENERAL INFORMATION:

- NOX Installation is required by the successful bidder.
YES There is a delivery date of NOVEMBER 11, 2016

Checklist for Preparation of Bid Requests-continued, Page 2

YES There are particular features or accessory items needed which I have specified,

N/A Please require samples to be provided with the bid response.

YES Samples and/or a demonstration may be required for evaluation purposes.

YES There are special services which must be provided by the successful bidder and I have listed them.

YES Products of this type have previously been tested and I have provided a list of the one which is acceptable.

YES I have listed compatibility requirements that are necessary to the successful performance of this product provided a statement explaining why this is necessary

Funds Available YES , or _____

Yes

No

If funds are available, list FOAP to be charged:

FUND	ORGANIZATION	ACCOUNT	PROGRAM
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Checklist for Preparation of Bid Requests-continued, Page 3

I HEREBY AFFIRM I HAVE NOT BEEN IN ANY AGREEMENT OR COLLUSION AMONG
BIDDERS OR PROSPECTIVE BIDDERS IN RESTRAINT OF FREEDOM OF
COMPETITION BY AGREEMENT TO BID AT A FIXED PRICE OR TO REFRAIN FROM
BIDDING OR OTHERWISE.



AUTHORIZED SIGNATURE (Ink Only)

MARSHALL P. CHINALWEDZI

TYPED AUTHORIZED NAME

DIRECTOR

TITLE OF AUTHORIZED PERSON

TRANSPORTATION

NAME OF DEPARTMENT

**ALL SPECIFICATIONS MUST BE SUBMITTED ONLINE IN A
WORD DOCUMENT**

Transit Bus
VENDOR LIST

National BusSales and Leasing Inc.

X

rstephens@nationalbussales.com (Ryan Stephens)

tnowlin@nationalbussales.com (Tily Nowlin)

CH Bus Sales

X

Tguldin@chbussales.com (Tim Guldin)

ALLIANCE BUS GROUP

X

philpruner@alliancebusgroup.com (Philip Pruner)

ABC COMPANIES

X

EVazquez@abc-companies.com

Checklist for Preparation of Bid Requests—continued, Page 4

Name and address of Suggested Vendor(s)

1)

2)

3)

4)

5)

6)

ALABAMA A&M UNIVERSITY
DEPARTMENT OF TRANSPORTATION
REQUEST FOR BIDS
TRANSIT BUS

BASIC REQUIREMENTS

Year	2015/16 or newer (demo bus preferable option)
Length	30' and-45'
ADA Complaint	Low Floor/wheel chair accessible minimum 2 chairs
Access	Two doors
Passenger Capacity	Minimum 28 seats and Standees
Floor Plan	Perimeter and Forward Combination, Transit seating Padded commuter seats.
Suspension	Full Air front and rear axles/kneeling.
Access	Front and rear doors
Engine	Cummins
Transmission	Allison-B Series
Fuel	Diesel
HVAC	Roof/Rear Mounted, Driver and passenger
Structural Requirements	The structure shall not fail due to fatigue damage in matter
General	Altoona Testing and Reports shall be provided to owner. Bus to meet all FMVSS Standards and all other applicable standards and regulations from all authorities with jurisdiction.
References	Bidder to supply references including contact information.

Condition: Excellent running condition, all components working, none or very minimum visible body damages, including windows. Bus should be able to be driven to Alabama A&M University 4900 Meridian street, Normal/Huntsville, Alabama 35762.

Delivery date no later than November 11, 2016.

Provide: All applicable documents and standard and extended warranties.

Alternate:

1. This bid requires two options 35 and 40 footer Transit Bus, bidders have the option to bid for both bus sizes.

RE: Eldorado bus update

Stephens, Ryan <rstephens@nationalbussales.com>

Mon 8/22/2016 12:17 PM

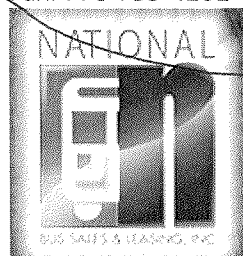
To: Nowlin III, Tilly <tnowlin@nationalbussales.com>; MARSHALL CHIMWEDZI <marshall.chimwedzi@aamu.edu>;

@ 1 attachment

REVMunicipalApplication.xls;

Here is the application. I will get with ENC to see where we are for the price.

Ryan Stephens
Regional Sales Manager
National Bus Sales and Leasing, Inc.
Toll Free: 800-282-7981
Mobile: 334-332-4927
Fax: 770-795-4261



www.nationalbussales.com

www.getawaybus.com

From: Nowlin III, Tilly

Sent: Friday, August 19, 2016 1:27 PM

To: 'MARSHALL CHIMWEDZI'

Cc: Stephens, Ryan

Subject: Eldorado bus update

Marshall-

Ryan has spoken with Eldorado and they will consider financing the balance of the bus purchase. Please fill out the credit application which Ryan emailed to you some time ago. If you do not have it, let us know and Ryan will re-send it.

Thank you for allowing us to provide your institution a bus.

Thank you,



PURCHASE ORDER

ALABAMA AGRICULTURAL AND MECHANICAL UNIVERSITY
PURCHASING DEPARTMENT
NORMAL, ALABAMA 35762

TELEPHONE: (256) 372-5227 FAX (256) 372-5223

SEE REVERSE SIDE FOR SPECIAL INSTRUCTIONS

DATE 11/16/16

Page 1

VENDOR NUMBER A00465122

PURCHASE ORDER

P0055255

PURCHASE ORDER NUMBERS MUST APPEAR ON ALL INVOICES, CORRESPONDENCES, SHIPPING PAPERS, CONTAINERS, AND PACKING LISTS.

CREATIVE BUS SALES
14740 Ramona Ave
Chino CA 91710

MAIL OR EMAIL INVOICES TO:

ALABAMA A. & M. UNIVERSITY
ACCOUNTS PAYABLE
Rm. 105 Patton Hall
NORMAL, ALABAMA 35762
Email: accounts.payable@aamu.edu

TERMS

NET 30 DAYS
FOB

PURCHASING CONTACT

Jeffrey Robinson
TELEPHONE

SHIP TO:

AAMU Central Receiving
453 Buchanan Way
Normal, Alabama 35762

ATTN:

Jeffrey Robinson

ESTIMATED DELIVERY

11/29/16

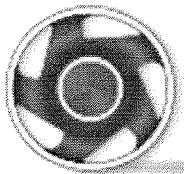
ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
			ProForma 1522200		
1	1.00	EA	Unit #54233, '15 Eldorado Arrivo 4UZAEHDT4FCGR0799 Bid 2K16-15B Invoice #1522200	270,970.0000	270,970.00
2	1.00	EA	Thermo King Extended Warranty	1,600.0000	1,600.00

Jeffrey L. Robinson

AAMU AUTHORIZED PURCHASING OFFICIAL SIGNATURE

DISCOUNT: .00
ADDITIONAL CHARGES: .00
TOTAL TAXES: .00
TOTAL: 272,570.00

VENDOR COPY



Creative Bus Sales

R0063879 / P0055255

PROFORMA INVOICE

Invoice # 1522200

Date: 11/7/2016

Sold To:

Alabama Agricultural and Mechanical University
4900 Meridian Street
Normal, AL 35762

Ship To:

Alabama Agricultural and Mechanical University
4900 Meridian Street
Normal, AL 35762

Quantity	Ordered	Cust #	PO #	Ship Date	Terms
1	11/3/2016	45580N	N/A		Net 30

Unit #	Item Description	Price
--------	------------------	-------

54233	2015 ELDORADO ARRIVO 4UZAEHDT4FCGR0799	\$272,570.00
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Price includes a Thermo King Extended Warranty.

Taxable Amount \$0.00
Sales Tax Rate 0.000%
Tax Per Unit \$0.00

Total Price per Unit	\$272,570.00
Doc Prep Fee (taxable)	\$0.00
Sales Tax	\$0.00
Est. DMV Fees per Unit	\$0.00
DMV Electronic Filing Fee	\$0.00
California Tire Fee	\$0.00
Delivery Fee	\$0.00
Total Invoice Per Unit	\$272,570.00
Quantity	1
Total Invoice Amount	\$272,570.00
Less Credits:	
Trade In Vehicle	\$0.00
Rebates	\$0.00

AMOUNT DUE FOR VEHICLE:	\$272,570.00
--------------------------------	---------------------

Remit Payment To:
Creative Bus Sales
14740 Ramona Avenue
Chino, CA 91710

ACH: Wells Fargo Bank - ACCT #: 4124-925546 - ABA #: 121000248

Phone: (909) 465-5528

Fax: (909) 465-5529

9/27/2016
@ 1:08 pm

CREATIVE BUS SALES
800 PICKENS DRIVE EXT.
MARIETTA, GA 30062

To

MR. JEFFREY L. ROBINSON
PURCHASING DEPARTMENT
ALABAMA A & M UNIVERSITY
4900 MERIDIAN STREET
ROOM 305 L.R. PATTON HALL
HUNTSVILLE, AL 35810

SEALED BID ENCLOSED
BID #2K16-15B
BID OPENING 9/27/16 @ 2:00 PM