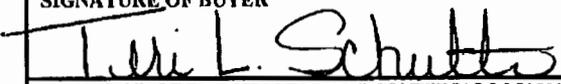
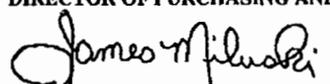




NOTICE OF AWARD

State Of Missouri
Office Of Administration
Division Of Purchasing And Materials Management
PO Box 809
Jefferson City, MO 65102-0809
<http://www.oa.mo.gov/purch>

SOLICITATION NUMBER B1E14159	CONTRACT TITLE Offender Transportation Buses
CONTRACT NUMBER C114159001	CONTRACT PERIOD February 13, 2014 through February 12, 2015
REQUISITION NUMBER NR 931 YYY14709021	VENDOR NUMBER 4310517990 0
CONTRACTOR NAME AND ADDRESS Central States Bus Sales Inc. 2450 Cassens Dr. Fenton, MO 63026	STATE AGENCY'S NAME AND ADDRESS Missouri Department of Corrections 2715 Plaza Drive – Lower Level Jefferson City, MO 65109
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: The bid submitted by Central States Bus Sales Inc. in response to B1E14159 is accepted in its entirety for the Blue Bird All American FE model bus.	
BUYER Teri Schulte	BUYER CONTACT INFORMATION Email: teri.schulte@oa.mo.gov Phone: (573) 522-3296 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE 2-13-14
DIRECTOR OF PURCHASING AND MATERIALS MANAGEMENT 	



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPM)
INVITATION FOR BID (IFB)

**OPTION
#2**

AMENDMENT NO.: 001
IFB NO.: B1E14159
TITLE: Offender Transportation Buses
ISSUE DATE: 01/27/14

REQ NO.: NR 931 YYY14709021
BUYER: Teri Schulte
PHONE NO.: (573) 522-3296
E-MAIL: teri.schulte@oa.mo.gov

RETURN BID NO LATER THAN: 02/07/14 AT 2:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type IFB Number and Return Due Date on the lower left hand corner of the envelope or package. Delivered sealed bids must be in DPMM office (301 W High Street, Room 630) by the return date and time.

RETURN BID AND AMENDMENT(S) TO:

(U.S. Mail)	or	(Courier Service)
DPMM		DPMM
PO BOX 809		301 WEST HIGH STREET, ROOM 630
JEFFERSON CITY MO 65102-0809		JEFFERSON CITY MO 65101-1517

CONTRACT PERIOD: Date of Award through One (1) Year

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

Missouri Department of Corrections
2715 Plaza Drive – Lower Level
Jefferson City, MO 65109

The bidder hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original IFB as modified by this and any previously issued IFB amendments. The bidder should, as a matter of clarity and assurance, also sign and return all previously issued IFB amendment(s) and the original IFB document. The bidder agrees that the language of the original IFB as modified by this and any previously issued IFB amendments shall govern in the event of a conflict with his/her bid. The bidder further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the bidder and the State of Missouri.

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME CENTRAL STATES BUS SALES, INC.		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. CENTRAL STATES BUS SALES, INC.	
MAILING ADDRESS 2450 CASSENS DRIVE		IRS FORM 1099 MAILING ADDRESS 2450 CASSENS DRIVE	
CITY, STATE, ZIP CODE FENTON, MO 63026		CITY, STATE, ZIP CODE FENTON, MO 63026	
CONTACT PERSON LOUIS TAGLIAFERRE		EMAIL ADDRESS loutag@centralstatesbus.com	
PHONE NUMBER 636-343-6050		FAX NUMBER 636-326-2501	
TAXPAYER ID NUMBER (TIN) 43-1051799	TAXPAYER ID (TIN) TYPE (CHECK ONE) <input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN	VENDOR NUMBER (IF KNOWN) 431051799001	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt			
AUTHORIZED SIGNATURE 		DATE 2/6/14	
PRINTED NAME LOUIS TAGLIAFERRE		TITLE COMMERCIAL BUS SALES MANAGER	

B1E14159

AMENDMENT #001 to IFB B1E14159

TITLE: OFFENDER TRANSPORTATION BUSES

CONTRACT PERIOD: DATE OF AWARD THROUGH ONE (1) YEAR

BIDDERS ARE HEREBY NOTIFIED OF THE FOLLOWING CHANGES:

1. The following paragraph has been **ADDED:** 3.3.2
2. The following paragraph has been **REVISED:** 3.4.1
3. Requirements listed on the Pricing Page have been **REVISED.**

Note: The changes made as a result of this amendment have been *italicized and bolded.*



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
INVITATION FOR BID (IFB)

IFB NO.: B1E14159
TITLE: Offender Transportation Buses
ISSUE DATE: 01/17/14

REQ NO.: NR 931 YYY14709021
BUYER: Teri Schulte
PHONE NO.: (573) 522-3296
E-MAIL: teri.schulte@oa.mo.gov

RETURN BID NO LATER THAN: 02/07/14 AT 2:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type IFB Number and Return Due Date on the lower left hand corner of the envelope or package. Delivered sealed bids must be in DPMM office (301 W High Street, Room 630) by the return date and time.

RETURN BID TO: (U.S. Mail) DPMM or (Courier Service) DPMM
PO BOX 809 301 WEST HIGH STREET, ROOM 630
JEFFERSON CITY MO 65102-0809 JEFFERSON CITY MO 65101-1517

CONTRACT PERIOD: Date of Award through One (1) Year

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

Missouri Department of Corrections
2715 Plaza Drive – Lower Level
Jefferson City, MO 65109

The bidder hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Invitation for Bid (Revised 12/27/12). The bidder further agrees that the language of this IFB shall govern in the event of a conflict with his/her bid. The bidder further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the bidder and the State of Missouri.

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME CENTRAL STATES BUS SALES, INC.		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. CENTRAL STATES BUS SALES, INC.	
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PHONE NUMBER 636-343-6050		FAX NUMBER 636-326-2501	
TAXPAYER ID NUMBER (TIN) 43-1051799	TAXPAYER ID (TIN) TYPE (CHECK ONE) <input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN	VENDOR NUMBER (IF KNOWN)	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt			
AUTHORIZED SIGNATURE 		DATE 2/6/14	
PRINTED NAME LOUIS TAGLIAFERRE		TITLE COMMERCIAL BUS SALES MANAGER	

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Purpose:

1.1.1 This document constitutes an invitation for sealed bids from prospective bidders for the purchase of offender transportation buses for the Missouri Department of Corrections, hereinafter referred to as "state agency", in accordance with the requirements and provisions stated herein.

1.2 Awarded Bid & Contract Document Search:

1.2.1 Both the previous contract (C113084001) and the previous procurement documentation (B1E13084) may be viewed and printed from the Division of Purchasing & Materials Management's Awarded Bid & Contract Document Search located on the Internet at <http://content.oa.mo.gov/purchasing-materials-management>.

2. CONTRACTUAL REQUIREMENTS

2.1 Contract:

2.1.1 A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) the Division of Purchasing and Materials Management's acceptance of the response (bid) by "notice of award". All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.

2.1.2 A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.

2.1.3 The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.

2.1.4 Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing and Materials Management prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

2.2 Contract Period:

2.2.1 The original contract period shall be as stated on the Notice of Award. The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period.

2.3 Price:

2.3.1 All prices shall be as indicated on the Pricing Page. The state shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

2.4 Prices Must Be Lowest:

2.4.1 The contractor's prices must be the lowest offered to any governmental or commercial consumer, under the same terms and conditions.

2.5 Payment Terms:

- 2.5.1 The contractor shall understand and agree the state reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must return a completed state Vendor ACH/EFT Application, which is downloadable from the Vendor Services Portal at: <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>. Each contractor invoice must be on the contractor's original descriptive business invoice form and must contain a unique invoice number. The invoice number will be listed on the state's EFT addendum record to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the IFB.
- 2.5.2 The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>.
- 2.5.3 All payment terms shall be as stated in the Terms and Conditions of the contract (see paragraph 10, "Invoicing and Payment") unless otherwise addressed in the IFB, or mutually agreed to by the state and the contractor. Payment terms should be net 30 days unless otherwise stated in the IFB. No late charges shall be applied which are not in compliance with Chapter 34.055 RSMo. This statute may be found at <http://www.moga.mo.gov/STATUTES/STATUTES.HTM>.

2.6 Contractor Liability:

- 2.6.1 The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
- 2.6.2 The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
- 2.6.3 Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

2.7 Independent Contractor:

- 2.7.1 The contractor is an independent contractor and shall not represent the contractor or the contractor's employees to be employees of the State of Missouri or an agency of the State of Missouri. The contractor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

2.8 Coordination:

- 2.8.1 The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing and Materials Management throughout the effective period of the contract.

2.9 Estimated Quantities:

2.9.1 The quantities indicated in this Invitation for Bid are estimates that pertain to the total aggregate quantities that may be ordered throughout the stated contract period. The estimates do not indicate single order amounts unless otherwise stated. The State of Missouri makes no guarantees about single order quantities or total aggregate order quantities.

2.10 Insurance:

2.10.1 The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. General and other non-professional liability insurance shall include an endorsement that adds the State of Missouri as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the State of Missouri is protected as an additional insured.

2.11 Termination:

2.11.1 The Division of Purchasing and Materials Management reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

2.12 Participation by Other Organizations:

2.12.1 The contractor must comply with any Organization for the Blind/Sheltered Workshop participation levels committed to in the contractor's awarded bid.

2.12.2 The contractor shall prepare and submit to the Division of Purchasing and Materials Management a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Division of Purchasing and Materials Management.

2.12.3 The Division of Purchasing and Materials Management will monitor the contractor's compliance in meeting the Organizations for the Blind/Sheltered Workshop participation levels committed to in the contractor's awarded bid. If the contractor's payments to the participating entities are less than the amount committed, the state may cancel the contract and/or suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the Division of Purchasing and Materials Management determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.

2.12.4 If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other organizations for the blind/sheltered workshops to fulfill the participation requirements committed to in the contractor's awarded bid.

a. The contractor must obtain the written approval of the Division of Purchasing and Materials Management for any new entities. This approval shall not be arbitrarily withheld.

b. If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Division of Purchasing and Materials Management detailing all efforts made to secure a replacement.

The Division of Purchasing and Materials Management shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.

2.12.5 No later than 30 days after the contract's expiration date, the contractor must submit an affidavit to the Division of Purchasing and Materials Management. The affidavit must be signed by the director or manager of the participating Organizations for the Blind/Sheltered Workshop verifying provision of products and/or services and compliance of all contractor payments made to the Organizations for the Blind/Sheltered Workshops. The contractor may use the affidavit available on the Division of Purchasing and Materials Management's website at <http://content.ia.mo.gov/sites/default/files/bswaffidavit.doc> or another affidavit providing the same information.

2.13 Contractor's Personnel:

2.13.1 The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.

2.13.2 If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state.

2.13.3 The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.

2.14 Subcontractors:

2.14.1 Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein. The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.

2.15 Confidentiality and Security Documents:

2.15.1 If required by the state agency, the contractor and any required contractor personnel must sign specific documents regarding confidentiality, security or other similar documents upon request. Failure of the contractor and any required personnel to sign such documents shall be considered a breach of contract and subject to the cancellation provisions of this document.

3. SPECIFIC CONTRACTUAL AND PERFORMANCE REQUIREMENTS

3.1 General:

3.1.1 The contractor shall provide offender transportation buses on an as needed, if needed basis as ordered by the state agency. The contractor must comply with all mandatory requirements and specifications presented herein pertaining to provision of offender transportation buses.

3.2 Latest Model:

- 3.2.1 The contractor must provide the latest production model offender transportation bus with all manufacturers' standard equipment and any additional equipment required by the State of Missouri. The base price on contract shall include all specifications stated herein.
- 3.2.2 The bus shall be equipped with all manufacturer standard equipment for the model specified unless such equipment is expressly deleted or specified to be other than standard.
- 3.2.3 The bus shall meet Federal Motor Vehicle Standards for school buses with the exception that the color of the bus provided shall be white.
- 3.2.4 The bus shall be equipped with all manufacturer standard emergency equipment.

3.3 Warranty:

- 3.3.1 The Standard Factory Warranty shall apply to the buses. A properly executed warranty must be delivered with the buses. The warranty shall not become effective until the unit is placed in service. If special forms must be filed with the contractor, the State of Missouri will comply with this request.

PARAGRAPH ADDED BY AMENDMENT 001

- 3.3.2 *The state agency shall install window guards and other interior security requirements at their in-house location. The contractor shall understand and agree that installation of these features by state agency staff shall not affect or void any part of the drive train warranty provided by the contractor.*

3.4 Authorized Service Center:**PARAGRAPH REVISED BY AMENDMENT 001**

- 3.4.1 The contractor must *be a* manufacturer's authorized service center located within the State of Missouri *to perform any warranty work. In the event the contractor does not directly perform service work, the contractor shall insure that service work is performed by a manufacturer-authorized in-state service center.*

3.5 Delivery Performance:

- 3.5.1 The contractor shall deliver the bus in accordance with the contracted delivery times stated herein to the state agency upon receipt of an authorized purchase order.
- 3.5.2 Delivery must be made between the hours of 8:00 a.m. and 12:00 Noon or 1:00 p.m. and 4:00 p.m., Monday through Friday, holidays excepted.
- 3.5.3 The bus shall be delivered with a Missouri motor vehicle inspection certificate, the proper form to apply for Missouri title and license including the Manufacturer's Statement of Origin, invoice, and the owner's manual.
- 3.5.4 The contractor shall comply with the manufacturer's recommended pre-delivery service. The bus shall be clean, lubricated, serviced and ready for immediate service.

3.6 Factory Installed Options:

- 3.6.1 As applicable, all options must be factory installed.

3.7 Substitutions:

- 3.7.1 The contractor shall not substitute any item(s) that has been awarded to the contractor without the prior written approval of the Division of Purchasing and Materials Management.

- 3.7.2 In the event an item becomes unavailable, the contractor shall be responsible for providing a suitable substitute item. The contractor's failure to provide an acceptable substitute may result in cancellation or termination of the contract.
- 3.7.3 Any item substitution must be a replacement of the contracted item with a product of equal or better capabilities and quality, and with equal or lower pricing. The contractor shall understand that the state reserves the right to allow the substitution of any new or different product/system offered by the contractor. The Division of Purchasing and Materials Management shall be the final authority as to acceptability of any proposed substitution.
- 3.7.4 Any item substitution shall require a formal contract amendment authorized by the Division of Purchasing and Materials Management prior to the state acquiring the substitute item under the contract.
- 3.7.5 The state may choose not to compel an item substitution in the event requiring a substitution would be deemed unreasonable in the sole opinion of the State of Missouri. The contractor shall not be relieved of substituting a product in the event of manufacturer discontinuation or other reason simply for reasons of unprofitability to the contractor.

3.8 Replacement of Damaged Product:

- 3.8.1 The contractor shall be responsible for replacing any item received in damaged condition at no cost to the State of Missouri. This includes all shipping costs for returning non-functional items to the contractor for replacement.

4. BIDDERS' INSTRUCTIONS

4.1 Contact:

- 4.1.1 Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc. related to the bid document must be referred to the Buyer of Record identified on the first page of this document. Such communication should be received at least ten calendar days prior to the official bid opening date.

4.2 Business Compliance:

- 4.2.1 The bidder must be in compliance with the laws regarding conducting business in the State of Missouri. The bidder certifies by signing the signature page of this original document and any amendment signature page(s) or by submitting an on-line bid that the bidder and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The bidder shall provide documentation of compliance upon request by the Division of Purchasing and Materials Management. The compliance to conduct business in the state shall include but may not be limited to:

- Registration of business name (if applicable)
- Certificate of authority to transact business/certificate of good standing (if applicable)
- Taxes (e.g., city/county/state/federal)
- State and local certifications (e.g., professions/occupations/activities)
- Licenses and permits (e.g., city/county license, sales permits)
- Insurance (e.g., worker's compensation/unemployment compensation)

4.3 On-Line Bid:

- 4.3.1 If a registered bidder is responding electronically through the On-Line Bidding/Vendor Registration System website, in addition to completing the on-line pricing, the registered bidder should submit completed exhibits, forms, and other information concerning the bid (including completed Pricing Pages, for renewal period pricing) as an attachment to the electronic bid. Instructions on how a registered vendor responds to a bid on-

line are available on the On-Line Bidding/Vendor Registration System website at: <https://www.moolb.mo.gov>.

- 4.3.2 The exhibits, forms, and pricing pages provided herein can be saved into a word processing document, completed by the registered bidder, and then sent as an attachment to the electronic submission. Other requested, required, or additional information may also be sent as an attachment. Additional instructions for submitting electronic attachments are on the On-Line Bidding/Vendor Registration System website. Be sure to include the bid number, company name, and a contact name on any electronic attachments.
- 4.3.3 In addition, the registered bidder may submit the exhibits, forms, Pricing Pages, etc., through mail or courier service. However, any such submission must be received prior to the specified closing date and time.
- 4.3.4 Registered bidders submitting electronic and hard copy bid responses which are not identical should explain which response(s) is(are) valid for the state's consideration. In the absence of such explanation, the state reserves the right to evaluate the response which serves its best interest.
- 4.4 Open Competition:**
- 4.4.1 Any manufacturer's name, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition.
- 4.4.2 The bidder may offer any brand of product that meets or exceeds the specifications. In addition to identifying the manufacturer's name and model number, the bidder must explain in detail how their product meets or exceed the specifications. Bids, which do not comply with the requirement and the specifications, are subject to rejection without clarification.
- 4.5 Description of Product:**
- 4.5.1 The bidder should present a detailed description of the buses proposed in the response to this Invitation for Bid on the Pricing Page. It is the bidder's responsibility to make sure all products proposed are adequately described in order to conduct an evaluation of the bid to insure its compliance with mandatory technical specifications. It should not be assumed that the evaluator has specific knowledge of the products proposed; however, the evaluator does have sufficient technical background to conduct an evaluation when presented complete information.
- 4.6 Preprinted Marketing Materials:**
- 4.6.1 The bidder may submit preprinted marketing materials with the bid. However, the bidder is advised that such brochures normally do not address the needs of the evaluators with respect to the technical evaluation process and the specific responses which have been requested of the bidder. The bidder is strongly discouraged from relying on such materials in presenting products and services for consideration by the state.
- 4.6.2 It is the bidder's responsibility to provide detailed information about how the item bid meets the specifications presented herein. If preprinted marketing materials do not specifically address each specification, the bidder should provide detailed information to assure that the product meets the state's mandatory requirements. In the event this information is not submitted with the bid, the buyer may, but is not required to, seek written clarification from the bidder to provide assurance that the product bid meets specifications.
- 4.7 Bid Detail Requirements and Deviations:**
- 4.7.1 It is the bidder's responsibility to submit a bid that meets all mandatory specifications stated herein. The bidder should clearly identify any and all deviations from both the mandatory and desirable specifications stated in the IFB. Any deviation from a mandatory requirement may render the bid non-responsive. Any deviation from a desirable specification may be reviewed by the state as to its acceptability and impact on competition.

- 4.7.2 **Bidders should note:** A descriptive brochure of the model bid may not be acceptable as clear identification of deviations from the written specification.
- 4.8 Unit of Measure:**
- 4.8.1 If the unit of measure specified on the attached pricing pages is different than the manner in which the bidder offers that item, then the unit of measure being proposed by the bidder must be clearly identified on the pricing page. All mathematical conversions should be shown by the bidder, and must be provided upon specific request from the Buyer.
- 4.8.2 In the cost evaluation, a unit price conversion will be done to fairly evaluate bid prices. However, for any resulting contract, the unit of measure bid will be the unit of measure awarded. Bidders are encouraged to contact the Buyer prior to submission of their bid to discuss anticipated unit modifications. The bidder is cautioned that the State of Missouri reserves the right to clarify the unit of measure modification or to disqualify the bid for that line item if the unit of measure modification is not deemed appropriate or in the best interests of the State of Missouri.
- 4.9 Compliance with Terms and Conditions:**
- 4.9.1 The bidder is cautioned when submitting pre-printed terms and conditions or other type material to make sure such documents do not contain other terms and conditions which conflict with those of the IFB and its contractual requirements. The bidder agrees that in the event of conflict between any of the bidder's terms and conditions and those contained in the IFB, that the IFB shall govern. Taking exception to the State's terms and conditions may render a bidder's bid non-responsive and remove it from consideration for award.
- 4.10 Prices:**
- 4.10.1 The bidder shall submit a firm, fixed price for line item 001 on the Pricing Page of the IFB. All pricing shall be considered firm for the duration of the contract period indicated on the Notice of Award page of the contract. All pricing shall be quoted *FOB Destination, Freight Prepaid and Allowed*.
- 4.11 Cost Evaluation:**
- 4.11.1 The evaluation shall cover the original contract period. The cost evaluation shall include all mandatory requirements. However, the State of Missouri reserves the right to evaluate optional items, if deemed necessary.
- 4.11.2 The cost evaluation shall be conducted by multiplying the firm, fixed price quoted for line item 001 by the quantity listed on the Pricing Page to determine the lowest priced bid.
- 4.12 Determination for Award:**
- 4.12.1 The award shall be made to the lowest priced responsive bidder. Other factors that affect the determination of the lowest price responsive bidder include consideration of the Domestic Product Procurement Act, the Blind/Sheltered Workshop Preference, and the Missouri Service Disabled Veterans Preference explained in the paragraphs that follow.
- 4.12.2 Other Considerations: The State of Missouri reserves the right to reject any bid which is determined unacceptable for reasons which may include but are not necessarily limited to: 1) failure of the bidder to meet mandatory general performance specifications; and/or 2) failure of the bidder to meet mandatory technical specifications; and/or, 3) receipt of any information, from any source, regarding delivery of unsatisfactory product or service by the bidder within the past three years. As deemed in its best interests, the State of Missouri reserves the right to clarify any and all portions of any bidder's offer.
- 4.13 The Domestic Product Procurement Act:**

- 4.13.1 In accordance with the Domestic Product Procurement Act (hereinafter referred to as the Buy American Act) sections 34.350 to 34.359, RSMo, the bidder is advised that any goods purchased or leased by any public agency shall be manufactured or produced in the United States.
- 4.13.2 Bidders who can certify that goods or commodities to be provided in accordance with the contract are manufactured or produced in the United States or imported in accordance with a qualifying treaty, law, agreement, or regulation shall be entitled to a ten percent (10%) preference over bidders whose products do not qualify.
- 4.13.3 The requirements of the Buy American Act shall not apply if other exceptions to the Buy American mandate in section 34.353, RSMo, are met.
- 4.13.4 If the bidder claims there is only one line of the good manufactured or produced in the United States, subsection 2 of section 34.353, RSMo, or that one of the exceptions of subsection 3 of 34.353, RSMo, applies, the Executive Head of the Agency bears the burden of certification as required prior to the award of a contract.
- 4.13.5 In accordance with the Buy American Act, the bidder must provide proof of compliance with section 34.353, RSMo. Therefore the bidder should complete and return Exhibit A, certification regarding proof of compliance, with the bid. This document must be satisfactorily completed prior to an award of a contract.
- 4.13.6 If the lowest priced bidder qualifies as American-made or in the event all of the bidders or none of the bidders qualify for the Buy American preference, no further calculation is necessary. In the event the lowest priced bidder does not qualify for the Buy American Preference but other bidders do qualify, then the low bidder's price(s) is increased by 10% for those items not eligible for the Buy American Preference.
- 4.13.7 If any products and/or services offered under this IFB are being manufactured or performed at sites outside the United States, the bidder MUST disclose such fact and provide details with the bid.
- 4.14 Preference for Organizations for the Blind and Sheltered Workshops:**
- 4.14.1 Pursuant to section 34.165, RSMo, and 1 CSR 40-1.050, a ten (10) bonus point preference shall be granted to bidders including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920, RSMo.
- a. In order to qualify for the ten bonus points, the following conditions must be met and the following evidence must be provided:
- 1) The bidder must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.
 - 2) The services performed or the products provided by the organization for the blind or sheltered workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the organization for the blind or sheltered workshop is utilized, to any extent, in the bidder's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
 - 3) If the bidder is proposing participation by an organization for the blind or sheltered workshop, in order to receive evaluation consideration for participation by the organization for the blind or sheltered workshop, the bidder must provide the following information with the bid:
 - Participation Commitment - The bidder must complete Exhibit B, Participation Commitment, by identifying the organization for the blind or sheltered workshop and the commercially useful

products/services to be provided by the listed organization for the blind or sheltered workshop. If the bidder submitting the bid is an organization for the blind or sheltered workshop, the bidder must be listed in the appropriate table on the Participation Commitment Form.

- Documentation of Intent to Participate – The bidder must either provide a properly completed Exhibit C, Documentation of Intent to Participate Form, signed and dated no earlier than the IFB issuance date by the organization for the blind or sheltered workshop proposed or must provide a recently dated letter of intent signed and dated no earlier than the IFB issuance date by the organization for the blind or sheltered workshop which: (1) must describe the products/services the organization for the blind/sheltered workshop will provide and (2) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop).

NOTE: If the bidder submitting the bid is an organization for the blind or sheltered workshop, the bidder is not required to complete Exhibit C, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

- b. A list of Missouri sheltered workshops can be found at the following Internet address:
<http://dese.mo.gov/se/sw/se-sw-directories.html>
- c. The websites for the Missouri Lighthouse for the Blind and the Alphapointe Association for the Blind can be found at the following Internet addresses:
<http://www.lhbindustries.com>
<http://www.alphapointe.org>
- d. Commitment – If the bidder’s bid is awarded, the organization for the blind or sheltered workshop participation committed to by the bidder on Exhibit B, Participation Commitment, shall be interpreted as a contractual requirement.

4.14.2 The Blind/Sheltered Workshop Preference required under section 34.165, RSMo, allows for ten (10) bonus points to a qualifying vendor. If the lowest priced bidder qualifies for the preference, or in the event none of the bidders qualify for the preference, no further calculation is necessary.

4.14.3 In the event the lowest priced bidder does not qualify for the preference but other bidders do, then the following evaluation point formula shall apply to determine cost evaluation points:

<u>Lowest Responsive Bidder's Price</u> Compared Bidder's Price	x	200 Maximum Cost Evaluation Points	=	Awarded Cost Evaluation Points
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4.15 Missouri Service-Disabled Veteran Business Preference:

4.15.1 Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, a three (3) bonus point preference shall be granted to bidders who qualify as Missouri service-disabled veteran business enterprises and who complete and submit Exhibit D, Missouri Service-Disabled Veteran Business Enterprise Preference with the bid. If the bid does not include the completed Exhibit D and the documentation specified on Exhibit D in accordance with the instructions provided therein, no preference points will be applied.

4.15.2 If the lowest priced bidder qualifies for the preference, or in the event none of the bidders qualify for the preference, no further calculation is necessary.

4.15.3 In the event the lowest priced bidder does not qualify for the preference but other bidders do, then the following evaluation point formula shall apply to determine cost evaluation points:

<u>Lowest Responsive Bidder's Price</u> Compared Bidder's Price	x	200 Maximum Cost Evaluation Points	=	Awarded Cost Evaluation Points
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PRICING PAGE

CURRENT MODEL YEAR OFFENDER TRANSPORTATION BUS (48 PASSENGER)

Commodity Service Code: 07024: *Prisoner Transport Bus And Van (Including Special Components)*

Estimated Quantity: 2

In addition to the following mandatory required equipment, the bus shall be equipped with all standard equipment for the model specified.

Line Item 001 – Firm, Fixed Base Price Equipped as Specified Below: \$ 103,500.00 EACH

Brand and Model of Bus Bid: BLUE BIRD, ALL AMERICAN FE

Bidder should detail the bus bid in the lines provided below.

CHASSIS FEATURES & EQUIPMENT

REFERENCED PRODUCT REVISED BY AMENDMENT 001

REFERENCE 2014 Bluebird All American Class D-FE Bus or equivalent; *OR*
 2014 Bluebird Vision Class C Bus or equivalent

WHEELBASE REVISED BY AMENDMENT 001

<u>WHEELBASE</u>	232" to 276"	<u>232"</u>
<u>GVWR</u>	up to 36,200 lbs.	<u>MEETS</u>
<u>ENGINE</u>	Cummins ISB 6.7 L diesel; 200 – 280 hp	<u>200 HP @ 520 FT/LB</u>
<u>TRANSMISSION</u>	Allison PTS 2500 SEM Series or equivalent Five (5) forward speeds; One (1) reverse	<u>BLUE BIRD STANDARD</u>
<u>BATTERIES</u>	Manufacturer's standard (Group-31); Minimum 2100 CCA at 0° F	<u>3 GROUP 31</u>
<u>ALTERNATOR</u>	Minimum 240 AMP; 12 volts	<u>LEECE – NEVILLE</u>

EXHAUST REVISED BY AMENDMENT 001

<u>EXHAUST</u>	Diesel Exhaust Fluid (DEF) injection system; DEF tank capacity minimum 12 gallons	<u>BLUE BIRD STANDARD – 15 GALLONS</u>
<u>COOLING SYSTEM</u>	Manufacturer's standard; Antifreeze protection to -34° F or colder; transmission fluid cooled by minimum 2100 BTU heat exchanger external to radiator	<u>BLUE BIRD STANDARD</u>
<u>BRAKES</u>	4-wheel hydraulic disc brakes with 4-channel antilock brake system; Manufacturer's standard parking/emergency brake	<u>15" MERITOR FRONT & REAR</u> <u>FOOT ACTUATION & HAND RELEASE</u>
<u>FRAME</u>	Manufacturer's standard for Class D-FE bus	<u>50,000 PSI STEEL, 9.63" X 3" FLANGES X .25" THICK</u>

<u>FRONT AXLE</u>	Minimum 13,200 lb capacity	<u>13,200 HENDRICKSON</u>
<u>REAR AXLE</u>	Minimum 21,000 lb capacity	<u>21,000 MERITOR</u>
<u>SPRINGS & SHOCKS</u>	Manufacturer's standard front & rear	<u>FRONT: SOFT RIDE LEAF, REAR: 2 STAGE LEAF</u>
<u>STEERING</u>	Tilting & telescoping steering column	<u>TILT/TELESCOPING/CRUISE STEERING COLUMN</u>
<u>FUEL TANK</u>	Minimum 60 gallon capacity; primary fuel filter/water separator on fuel line; secondary fuel filter manufacturer's standard on engine	<u>60 GALLON</u>
<u>WHEELS</u>	Manufacturer's standard; black hubs	<u>INCLUDED</u>
<u>TIRES</u>	11R22.5 All-position radials	<u>INCLUDED</u>
<u>CONTROLS/INSTRUMENTATION</u>	Manufacturer's standard	<u>SPEEDOMETER, TACHOMETER, OIL PRESSURE, FUEL GAUGE, COOLANT TEMP., VOLTMETER, TRANSMISSION TEMP.</u>
<u>TOW HOOKS</u>	Front and rear	<u>INCLUDED</u>

BODY FEATURES & EQUIPMENT

<u>BODY</u>	Manufacturer's standard for heavy-duty bus (Blue Bird, Thomas Built or equivalent)	<u>BLUE BIRD</u>
<u>COLOR</u>	White exterior; black front & rear bumpers	<u>INCLUDED</u>
<u>BODY PANELS</u>	Manufacturer's standard for heavy-duty bus	<u>16 GAUGE STEEL ARMOR- BLUE BIRD STANDARD</u>
<u>SEATING</u>	Accommodate a minimum of forty-eight (48) adult passengers at two (2) per seat	<u>48 PASSENGER CAPACITY</u>
<u>SEATS</u>	Bench-type seats with high backs; Shall have Fireblock upholstery	<u>INCLUDED</u>
<u>DRIVERS SEAT</u>	Air ride high back; shall have driver's shoulder harness	<u>NATIONAL WITH 3 POINT SEAT BELT</u>

FEATURE DESCRIPTION REVISED BY AMENDMENT 001

<u>ROOF RUNNING LIGHTS</u>	Manufacturer's standard	<u>BLUE BIRD STANDARD</u>
<u>HEATING</u>	Manufacturer's standard to maintain internal Temperature of 70° F	<u>90,000 BTU-FRONT</u> <u>50,000 BTU-MID SHIP</u>
<u>AIR CONDITIONING</u>	Manufacturer's standard to maintain internal temperature of 70° F with ambient temperature of 95° F and 50% relative humidity	<u>140,000 BTU-ROOF TOP SYSTEM</u>
<u>DEFROSTER FANS</u>	Manufacturer's standard	<u>(2) 6" FANS</u>
<u>MIRRORS</u>	One (1) interior rearview; Two (2) exterior side/rearview; exterior mirrors must be heated; each exterior mirror must consist of a flat and convex mirror	<u>6" X 30" INTERIOR MIRROR</u> <u>HEATED/REMOTE EXTERIOR MIRRORS</u>

<u>HEADROOM</u>	Minimum interior height of 77 inches measured at center of the bus	<u>77"</u>
<u>VENT HATCHES</u>	Minimum of two (2) escape type	<u>INCLUDED</u>
<u>EMERGENCY EXIT WINDOWS</u>	Minimum of two (2) on each side	<u>INCLUDED</u>
<u>ELECTRICAL SYSTEM</u>	Manufacturer's standard	<u>STANDARD</u>
<u>LIGHTS</u>	Manufacturer's standard interior & exterior	<u>STANDARD</u>
<u>ENTRY DOORS & COMPARTMENTS</u>	All entry doors and all compartments must have locking capability	<u>STANDARD</u>
<u>OWNER'S MANUAL</u>	Must include two (2) owner's manuals per bus	<u>STANDARD</u>
<u>KEYS</u>	Must include a minimum of two (2) keys per bus	<u>STANDARD</u>

Delivery:

The desired delivery is sixty (60) calendar days after the receipt of a properly executed order. If bidder's delivery is different, the bidder should state delivery in days after receipt of order: 90-120 calendar days ARO.

Warranty:

The bidder should state the warranty period which shall cover the bus. The warranty shall commence upon delivery and acceptance of the bus by the State of Missouri.

Warranty: SEE ATTACHED WARRANTY SHEETS

PARAGRAPH REVISED BY AMENDMENT 001

Authorized Service Center:

The contractor must *be a* manufacturer's authorized service center located within the State of Missouri *to perform* any warranty work. *In the event the contractor does not directly perform service work, the contractor shall insure that service work is performed by a manufacturer-authorized in-state service center.*

The bidder shall state below the location(s) of all manufacturer's authorized service centers located within the State of Missouri that can complete warranty work on the make/model of bus quoted:

CENTRAL STATES BUS SALES, INC.
2450 CASSENS DRIVE
FENTON, MO 63026

SEE ATTACHED LIST FOR ADDITIONAL SERVICE CENTERS

Addendum to Bidder's Pre-Printed Terms and Conditions Documents:

By signing the signature block below the bidder hereby declares understanding and agreement with the following: (1) that the language of this IFB shall govern in the event of a conflict with his/her bid, including any standard terms and conditions that are submitted as part of his/her bid, and (2) any of the bidder's terms and conditions contained in his/her bid that conflict with the IFB's requirements, terms and conditions, shall have no force or effect and are hereby considered invalid. All other terms and provisions of the bidder's submitted terms and conditions that are not in conflict with the IFB shall apply hereto.

SIGNATURE REQUIRED

	2/6/14
BIDDER'S AUTHORIZED SIGNATURE	DATE
LOUIS TAGLIAFERRE	COMMERCIAL BUS SALES MANAGER
PRINTED NAME	TITLE
CENTRAL STATES BUS SALES, INC.	
BIDDER'S COMPANY NAME	

Employee Bidding/Conflict of Interest:

Bidders who are elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the bidder or any owner of the bidder's organization is currently an elected or appointed official or an employee of the State of Missouri or any political subdivision thereof, please provide the following information.

Name and title of elected or appointed official or employee of the State of Missouri or any political subdivision thereof:

NONE

If employee of the State of Missouri or political subdivision thereof, provide name of state agency or political subdivision where employed:

NONE

Percentage of ownership interest in bidder's organization held by elected or appointed official or employee of the State of Missouri or political subdivision thereof:

0 %

**EXHIBIT A
DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN) PREFERENCE**

In accordance with sections 34.350-34.359, RSMo, the bidder is instructed to provide information regarding the point of manufacture for each of the products being bid so that the product's eligibility for the Domestic Products Procurement Act (Buy American) Preference can be determined. This information is requested for the finished product only, not for components of the finished product. The bidder may be required to provide supporting documentation indicating proof of compliance.

Qualifying for the Domestic Products Preference:

A product qualifies for the preference if one of the following circumstances exist:

- if manufactured or produced in the U.S.; or
- if the product is imported into the U.S. but is covered by an existing international trade treaty that affords the specific product the same status as a product manufactured or produced in the U.S.; or
- if only one line of products is manufactured or produced in the U.S.

Non-Domestic Product:

If the product is not manufactured or produced in the U.S. and does not otherwise qualify as domestic, then it will be considered non-domestic and not eligible for the preference.

THE BIDDER MUST COMPLETE THE FOLLOWING APPLICABLE TABLES TO CERTIFY WHETHER:

(Table 1) ALL products bid are manufactured or produced in the U.S. and qualify for the Domestic Products Procurement Act Preference; OR

(Table 2) ALL products bid are manufactured or produced outside the U.S. and do not otherwise qualify for the Domestic Products Procurement Act Preference; OR

(Tables 3-6) Not all products bid fall into the prior two categories so an item-by-item certification is necessary.

The bidder is responsible for certifying the information provided on the exhibit is accurate by signing where indicated at the end of the exhibit.

TABLE 1 – ALL PRODUCTS MANUFACTURED OR PRODUCED IN U.S. (eligible for preference)

Check the box to the right if ALL products bid are MANUFACTURED OR PRODUCED IN THE U.S.:

TABLE 2 – ALL PRODUCTS MANUFACTURED OR PRODUCED OUTSIDE U.S. AND DON'T QUALIFY FOR PREFERENCE (ineligible for preference)

Check the box to the right if ALL products bid are MANUFACTURED OR PRODUCED OUTSIDE THE U.S. and DO NOT OTHERWISE QUALIFY for the Domestic Products Procurement Act Preference:

TABLES 3 THROUGH 6 – ITEM BY ITEM CERTIFICATION (NOT ALL PRODUCTS BID FALL INTO PRIOR TWO TABLES)

- For those line items for which a U.S.-manufactured or produced product is bid, complete Table 3.
- For those line items which are manufactured or produced outside the U.S. that do not qualify for the Domestic Products Procurement Act Preference, complete Table 4.
- For those line items which are not manufactured or produced in the U.S., but for which there is a U.S. trade treaty, law, agreement, or regulation in compliance with section 34.359, RSMo, complete Table 5.
- For those line items which are not manufactured or produced in the U.S., but for which there is only one U.S. Manufacturer of that product or line of products, complete Table 6.

TABLE 3 – U.S.-MANUFACTURED OR PRODUCED PRODUCTS (Eligible for Preference)

- List item numbers of products bid that are U.S.-manufactured or produced and therefore qualify for the Domestic Products Procurement Act Preference.
- List U.S. city and state where products bid are manufactured or produced.

Item #	U.S. City/State Where Manufactured/Produced	Item #	U.S. City/State Where Manufactured/Produced

TABLE 4 – FOREIGN-MANUFACTURED OR PRODUCED PRODUCTS (Not Eligible for Preference)

- List item numbers of products bid that are foreign manufactured or produced and do not otherwise qualify for the Domestic Products Procurement Act Preference.
- List country where product bid is manufactured or produced.

Item #	Country Where Manufactured/Produced	Item #	Country Where Manufactured/Produced

(Exhibit continues on next page)

EXHIBIT A, continued: DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN) PREFERENCE

TABLE 5 -- FOREIGN-MANUFACTURED OR PRODUCED PRODUCTS BUT U.S. TRADE TREATY, LAW, AGREEMENT, OR REGULATION APPLIES (Eligible for Preference)

- List item numbers of products bid that are foreign manufactured or produced but qualify for the Domestic Products Procurement Act Preference because a U.S. Trade Treaty, Law, Agreement, or Regulation applies.
- Identify country where proposed foreign-made product is manufactured or produced.
- Identify name of applicable U.S. Trade Treaty, Law, Agreement, or Regulation that allows product to be brought into the U.S. duty/tariff-free.
- Identify website URL for the U.S. Trade Treaty, Law, Agreement, or Regulation.
- NOTE: As an imported product, if an import tariff is applied to the item, it does not qualify for the preference. In addition, "Most Favored Nation" status does not allow application of the preference unless the product enters the U.S. duty/tariff-free.

Item #	Country Where Proposed Foreign-Made Product is Manufactured/Produced	Name of Applicable U.S. Trade Treaty, Law, Agreement, or Regulation	Official Website URL for the U.S. Treaty, Law, Agreement, or Regulation

TABLE 6 -- FOREIGN-MANUFACTURED OR PRODUCED PRODUCTS BUT ONLY ONE US MANUFACTURER PRODUCES PRODUCT OR LINE OF PARTICULAR GOOD (Eligible for Preference)

- List item numbers of products bid that are foreign manufactured or produced but qualify for the Domestic Products Procurement Act Preference because only one US Manufacturer produces the product or line of a particular good.
- Identify country where proposed foreign-made product is manufactured or produced.
- Identify sole US manufacturer name.
- Identify name of sole US manufactured product/line of particular good.

Item #	Country Where Proposed Foreign-Made Product is Manufactured/Produced	Sole US Manufacturer Name	Name of Sole US Manufactured Product or Line of Particular Good

The bidder is responsible for certifying the information provided on this exhibit is accurate by signing below:

I hereby certify that the information provided herein is true and correct, and complies with all provisions of sections 34.350 to 34.359, RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor.

Louis Tagliaferre
 SIGNATURE (If submitting bid electronically, scanned or typed signature is acceptable)
LOUIS TAGLIAFERRE, COMMERCIAL BUS SALES MANAGER
 COMPANY NAME
CENTRAL STATES BUS SALES, INC.

EXHIBIT B
PARTICIPATION COMMITMENT

Organization for the Blind/Sheltered Workshop Participation Commitment – If the bidder is committing to participation by or if the bidder is a qualified organization for the blind/sheltered workshop, the bidder must provide the required information in the table below for the organization proposed and must submit the completed exhibit with the bidder’s bid.

Organization for the Blind/Sheltered Workshop Commitment Table		
(The services performed or the products provided by the listed Organization for the Blind/Sheltered Workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)		
Name of Organization for the Blind or Sheltered Workshop Proposed	Committed Participation (\$ amount or % of total value of contract)	Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop <i>The bidder should also include the paragraph number(s) from the IFB which requires the service the organization for the blind/sheltered workshop is proposed to perform.</i>
1.		Product/Service(s) proposed: IFB Paragraph References:
2.		Product/Service(s) proposed: IFB Paragraph References:

EXHIBIT C

DOCUMENTATION OF INTENT TO PARTICIPATE

If the bidder is proposing to include the participation of an Organization for the Blind/Sheltered Workshop in the provision of the products/services required in the IFB, the bidder must either provide a recently dated letter of intent, signed and dated no earlier than the IFB issuance date, from each organization documenting the following information, or complete and provide this Exhibit with the bidder's bid.

~ Copy This Form For Each Organization Proposed ~

Bidder Name: _____

This Section To Be Completed by Participating Organization:

By completing and signing this form, the undersigned hereby confirms the intent of the named participating organization to provide the products/services identified herein for the bidder identified above.

Indicate appropriate business classification(s):

Organization for the Blind _____ Sheltered Workshop _____

Name of Organization: _____

(Name of Organization for the Blind or Sheltered Workshop)

Contact Name: _____ Email: _____

Address: _____ Phone #: _____

City: _____ Fax #: _____

State/Zip: _____ Certification # _____

(or attach copy of certification)

Certification Expiration Date: _____

Describe the products/services you (as the participating organization) have agreed to provide:

Authorized Signature:

*Authorized Signature of Participating Organization
(Organization for the Blind or Sheltered Workshop)*

Date (Dated no earlier than the IFB issuance date)

EXHIBIT D**MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE**

Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, the Division of Purchasing and Materials Management (DPMM) has a goal of awarding three (3) percent of all contracts for the performance of any job or service to qualified service-disabled veteran business enterprises (SDVEs).

STANDARDS:

The following standards shall be used by the DPMM in determining whether an individual, business, or organization qualifies as an SDVE:

- Doing business as a Missouri firm, corporation, or individual or maintaining a Missouri office or place of business, not including an office of a registered agent;
- Having not less than fifty-one percent (51%) of the business owned by one (1) or more service-disabled veterans (SDVs) or, in the case of any publicly-owned business, not less than fifty-one percent (51%) of the stock of which is owned by one (1) or more SDVs. (An SDV is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.);
- Having the management and daily business operations controlled by one (1) or more SDVs;
- Having a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) and a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs; and
- Possessing the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

If a bidder meets the standards of a qualified SDVE as stated above and unless previously submitted within the past five (5) years to the DPMM, the bidder must provide the following SDV documents to receive the Missouri SDVE three (3) bonus point preference:

- A copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty),
- A copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs, and
- A completed copy of this exhibit.

(NOTE: The SDV's award letter, the SDV's discharge paper, and the SDV's documentation certifying disability shall be considered confidential pursuant to subsection 14 of section 610.021, RSMo.)

EXHIBIT D (continued)

MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business enterprise as defined in section 34.074, RSMo. I further certify that I meet the standards of a qualifying SDVE as listed herein pursuant to I CSR 40-1.050.

Service-Disabled Veteran's Name
(Please Print)

Service-Disabled Veteran Business Enterprise Name

Service-Disabled Veteran's Signature

Missouri Address of Service-Disabled Veteran
Business Enterprise

Phone Number

Website Address

Date

E-Mail Address

The SDVE bidder should check the appropriate statement below and, if applicable, provide the requested information.

- No, I have not previously submitted the SDV documents specified herein to the DPMM and therefore have enclosed the SDV documents.
- Yes, I previously submitted the SDV documents specified herein within the past five (5) years to the DPMM.

Date SDV Documents were Submitted: _____

Previous Bid/Contract Number for Which the SDV Documents were Submitted: _____
(if applicable and known)

(NOTE: If the SDVE and SDV are listed on the DPMM SDVE database located at <http://content.ia.mo.gov/sites/default/files/sdvelisting.pdf>, then the SDV documents have been submitted to the DPMM within the past five [5] years. However, if it has been determined that an SDVE at any time no longer meets the requirements stated above, the DPMM will remove the SDVE and associated SDV from the database.)

FOR STATE USE ONLY	
SDV's Documents - Verification Completed By:	
_____ Buyer	_____ Date

**STATE OF MISSOURI
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT**

TERMS AND CONDITIONS -- INVITATION FOR BID

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in an Invitation for Bid (IFB) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the Division of Purchasing and Materials Management (DPMM). The agency is also responsible for payment.
- b. **Amendment** means a written, official modification to an IFB or to a contract.
- c. **Attachment** applies to all forms which are included with an IFB to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Bid Opening Date and Time** and similar expressions mean the exact deadline required by the IFB for the receipt of sealed bids.
- e. **Bidder** means the person or organization that responds to an IFB by submitting a bid with prices to provide the equipment, supplies, and/or services as required in the IFB document.
- f. **Buyer** means the procurement staff member of the DPMM. The **Contact Person** as referenced herein is usually the Buyer.
- g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. **Contractor** means a person or organization who is a successful bidder as a result of an IFB and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an IFB for the bidder to complete and submit with the sealed bid prior to the specified opening date and time.
- j. **Invitation for Bid (IFB)** means the solicitation document issued by the DPMM to potential bidders for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- k. **May** means that a certain feature, component, or action is permissible, but not required.
- l. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a bid being considered non-responsive.
- m. **Pricing Page(s)** applies to the form(s) on which the bidder must state the price(s) applicable for the equipment, supplies, and/or services required in the IFB. The pricing pages must be completed and submitted by the bidder with the sealed bid prior to the specified bid opening date and time.
- n. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of DPMM.
- o. **Shall** has the same meaning as the word must.
- p. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the DPMM.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the IFB or resulting contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

3. OPEN COMPETITION/INVITATION FOR BID DOCUMENT

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise the DPMM if any language, specifications or requirements of an IFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the IFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from the DPMM, unless the IFB specifically refers the bidder to another contact. Such e-mail, fax, or phone communication should be received at least ten calendar days prior to the official bid opening date.
- b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the IFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the IFB, any questions received less than ten calendar days prior to the IFB opening date may not be answered.
- c. Bidders are cautioned that the only official position of the State of Missouri is that which is issued by the DPMM in the IFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The DPMM monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The IFB is available for viewing and downloading on the state's On-Line Bidding/Vendor Registration System website. Registered bidders are electronically notified of the bid opportunity based on the information maintained in the State of Missouri's vendor database. If a registered bidder's e-mail address is incorrect, the bidder must update the e-mail address themselves on the state's On-Line Bidding/Vendor Registration System website.
- f. The DPMM reserves the right to officially amend or cancel an IFB after issuance. It shall be the sole responsibility of the bidder to monitor the State of Missouri On-Line Bidding/Vendor Registration System website at: <https://www.moobl.mo.gov> to obtain a copy of the amendment(s). Registered bidders who received e-mail notification of the bid opportunity when the IFB was established and registered bidders who have responded to the IFB on-line prior to an amendment being issued will receive e-mail notification of the amendment(s). Registered bidders who received e-mail notification of the bid opportunity when the IFB was established and registered bidders who have responded to the bid on-line prior to a cancellation being issued will receive e-mail notification of a cancellation issued prior to the exact closing time and date specified in the IFB.

4. PREPARATION OF BIDS

- a. Bidders must examine the entire IFB carefully. Failure to do so shall be at bidder's risk.
- b. Unless otherwise specifically stated in the IFB, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the IFB, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The bidder may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the bid. In addition, the bidder shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Bids which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Bids lacking any indication of intent to bid an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the IFB.
- e. In the event that the bidder is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an IFB, such a bidder may submit a bid which contains a list of statutory limitations and identification of those prohibitive clauses. The bidder should include a complete list of statutory references and citations for each provision of the IFB, which is affected by this paragraph. The statutory limitations and prohibitive clauses may (1) be requested to be clarified in writing by DPMM or (2) be accepted without further clarification if the statutory limitations and prohibitive clauses are deemed acceptable by DPMM. If DPMM determines clarification of the statutory limitations and prohibitive clauses is necessary, the clarification will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the IFB.
- f. All equipment and supplies offered in a bid must be new, of current production, and available for marketing by the manufacturer unless the IFB clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the IFB.
- h. Bids, including all pricing therein, shall remain valid for 90 days from bid opening unless otherwise indicated. If the bid is accepted, the entire bid, including all prices, shall be firm for the specified contract period.
- i. Any foreign bidder not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their bid in order to be considered for award.

5. SUBMISSION OF BIDS

- a. Registered bidders may submit bids electronically as permitted by the IFB through the State of Missouri's On-Line Bidding/Vendor Registration System website or hard copy delivered to the DPMM office. Bidders that have not registered on the On-Line Bidding/Vendor Registration System website may submit bids hard copy delivered to the DPMM office. Delivered bids must be sealed in an envelope or container, and received in the DPMM office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact opening time and date specified in the IFB. All bids must (1) be submitted by a duly authorized representative of the bidder's organization, (2) contain all information required by the IFB, and (3) be priced as required. Hard copy bids may be mailed to the DPMM post office box address. However, it shall be the responsibility of the bidder to ensure their bid is in the DPMM office (address listed above) no later than the exact opening time and date specified in the IFB.
- b. The sealed envelope or container containing a bid should be clearly marked on the outside with (1) the official IFB number and (2) the official opening date and time. Different bids should not be placed in the same envelope, although copies of the same bid may be placed in the same envelope.
- c. A bid submitted electronically by a registered bidder may be modified on-line prior to the official opening date and time. A bid which has been delivered to the DPMM office may be modified by signed, written notice which has been received by the DPMM prior to the official opening date and time specified. A bid may also be modified in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a bid shall not be honored.
- d. A bid submitted electronically by a registered bidder may be canceled on-line prior to the official opening date and time. A bid which has been delivered to the DPMM office may only be withdrawn by a signed, written document on company letterhead transmitted via mail, e-mail, or facsimile which has been received by the DPMM prior to the official opening date and time specified. A bid may also be withdrawn in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw a bid shall not be honored.
- e. A bid may also be withdrawn after the bid opening through submission of a written request by an authorized representative of the bidder. Justification of withdrawal decision may include a significant error or exposure of bid information that may cause irreparable harm to the bidder.
- f. When submitting a bid electronically, the registered bidder indicates acceptance of all IFB terms and conditions by clicking on the "Submit" button on the Electronic Bid Response Entry form. Bidders delivering a hard copy bid to DPMM must sign and return the IFB cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the bidder of all IFB terms and conditions. Failure to do so may result in rejection of the bid unless the bidder's full compliance with those documents is indicated elsewhere within the bidder's response.
- g. Faxed bids shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

6. BID OPENING

- a. Bid openings are public on the opening date and at the opening time specified on the IFB document. Names, locations, and prices of respondents shall be read at the bid opening. All vendors may view the names and prices of the respondents on the state's On-Line Bidding/Vendor Registration System website after the official opening date and time. The DPMM will not provide prices or other bid information via the telephone.
- b. Bids which are not received in the DPMM office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late bids may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

7. PREFERENCES

- a. In the evaluation of bids, preferences shall be applied in accordance with chapter 34, RSMo, other applicable Missouri statutes, and applicable Executive Orders. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, mined, processed or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.

8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the bidder and request clarification of the intended bid. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by a bidder shall be subject to evaluation if deemed by the DPMM to be in the best interest of the State of Missouri.
- c. The bidder is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the IFB, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the bidder whose bid (1) complies with all mandatory specifications and requirements of the IFB and (2) is the lowest and best bid, considering price, responsibility of the bidder, and all other evaluation criteria specified in the IFB and (3) complies with chapter 34, RSMo, other applicable Missouri statutes, and all applicable Executive Orders.
- e. In the event all bidders fail to meet the same mandatory requirement in an IFB, DPMM reserves the right, at its sole discretion, to waive that requirement for all bidders and to proceed with the evaluation. In addition, the DPMM reserves the right to waive any minor irregularity or technicality found in any individual bid.
- f. The DPMM reserves the right to reject any and all bids. When all bids are non-responsive or otherwise unacceptable and circumstances do not permit a rebid, DPMM may negotiate for the required supplies.
- g. When evaluating a bid, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a bid, from a bidder, from bidder's references, or from any other source.
- h. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.
- i. Any award of a contract shall be made by notification from the DPMM to the successful bidder. The DPMM reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by DPMM based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- j. All bids and associated documentation which were submitted on or before the official opening date and time will be considered open records pursuant to section 610.021, RSMo, following the official opening of bids.
- k. The DPMM posts all bid results on the On-line Bidding/Vendor Registration System website for all vendors to view for a reasonable period after bid award. The DPMM maintains images of all bid file material for review. Bidders who include an e-mail address with their bid will be notified of the award results via e-mail.
- l. The DPMM reserves the right to request clarification of any portion of the bidder's response in order to verify the intent of the bidder. The bidder is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- m. Any bid award protest must be received within ten (10) business days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (9).
- n. The final determination of contract award(s) shall be made by DPMM.

9. CONTRACT/PURCHASE ORDER

- a. By submitting a bid, the bidder agrees to furnish any and all equipment, supplies and/or services specified in the IFB, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) DPMM's acceptance of the response (bid) by "notice of award" or by "purchase order." All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.
- c. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the DPMM or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

10. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the DPMM.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the IFB.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

11. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

12. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.

- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

13. WARRANTY

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the DPMM, (2) be fit and sufficient for the purpose expressed in the IFB, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

14. CONFLICT OF INTEREST

- a. Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the bid the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

15. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

16. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the DPMM may cancel the contract. At its sole discretion, the DPMM may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide DPMM within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the DPMM will issue a notice of cancellation terminating the contract immediately. If it is determined the DPMM improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- c. If the DPMM cancels the contract for breach, the DPMM reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the DPMM deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

17. COMMUNICATIONS AND NOTICES

Any notice to the bidder/contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the bidder/contractor.

18. BANKRUPTCY OR INSOLVENCY

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the DPMM immediately.
- b. Upon learning of any such actions, the DPMM reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

19. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the DPMM shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the DPMM until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

21. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

22. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore bidder's failure to maintain compliance with chapter 144, RSMo, may eliminate their bid from consideration for award.

23. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

Revised 12-27-12

END OF DOCUMENT

ALL AMERICAN® FORWARD ENGINE



Technical Specification Highlights

CAPACITY	Multiple floor plans available with passenger seating up to 89 students or 56 adults	ENGINE	Cummins® ISB 6.7-'13, 200-280hp
EXTERIOR WIDTH	96"	TIRE SIZE	11R22.5 (G) all-position radials
INTERIOR WIDTH	90 3/4"	ALTERNATOR	240-amp, 12 volts
AISLE WIDTH	Varies by floor plan	BRAKES	4-wheel hydraulic disc brakes with 4-channel antilock brake system
SKIRT LENGTH	19 3/4"	SUSPENSION	Soft ride front leaf spring suspension (rating varies by capacity) ; Two-stage steel leaf rear spring suspension system (rating varies by capacity)
INTERIOR HEADROOM	77"	STEERING	Tilting & telescoping steering column
OVERALL HEIGHT	122" - 128" depending on options	FRONT AXLE	Front axle (rating varies by capacity)
WHEELBASE	141" / 169" / 190" / 211" / 232"	REAR AXLE	Rear axle with hypoid, single reduction gears with broad range of ratios available to optimize powertrain performance (rating varies by capacity)
OVERHANG	Front: 95" with standard steel bumper Rear: varies by body length/wheelbase	WHEEL CUT	50°
FUEL TANK	60-gallon located between the frame rails in rear overhang	GVWR	Up to 36,200 lb.
ENTRANCE DOOR	32" wide x 79" high/double electric outward opening		
REAR DOOR	37" wide x 52" high		
TRANSMISSION	Allison® 2500 PTS - 5 speed automatic		

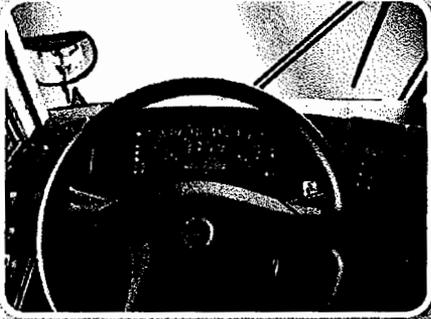
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BLUE BIRD

ALL AMERICAN® FORWARD ENGINE SPECIFICATIONS



Chassis

- Type D - FE design
- Cummins® ISB 6.7 - '13 diesel engine
- 15-gallon diesel exhaust fluid reservoir
- Engine fan clutch
- Exhaust tailpipe routed to left side before rear wheels (depending on chassis wheelbase)
- Automatic Transmission
- Driveline guard at each shaft section
- Six (6) All-position radial tires
- Six (6) 22.5in. Disc, hub-piloted steel wheels
- Front axle (rating varies by capacity)
- Soft ride front leaf spring suspension (rating varies by capacity)
- Rear axle with hypoid (rating varies by capacity), single reduction gears with broad range of ratios to optimize powertrain performance
- Two-stage steel leaf rear spring suspension system (rating varies by capacity)
- 4-wheel hydraulic disc brake system
- 4-channel anti-lock brake system
- 50,000 PSI C-channel steel frame rails
- Diesel fuel tank located between frame rails in rear overhang
- Large, easy to read instrumentation panel with Drivers Information Display (DID)
- 240-amp alternator, 12 volts
- Group-31 batteries secured to slide-out tray in compartment

Durability

- Entire underbody (body skirt and floor) is undercoated before mounting on chassis
- Exterior surfaces are finished with heat-cured, ultra durable urethane paint for gloss and color retention
- Interior surfaces are finished with high-quality paint

Strength

- 50,000 PSI C-channel steel frame rails
- Steel front bumper
- Steel rear bumper
- Blue Bird's legendary unitized construction creates a "mighty safety cage" around the passenger compartment

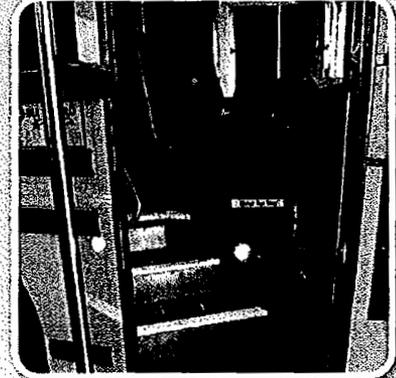


Safety

- Superior driver visibility
- Superior maneuverability achieved by optimized steering component geometry
- 4-wheel hydraulic disc brake system
- 4-channel anti-lock brake system
- Diesel fuel tank located between frame rails in rear overhang
- Blue Bird's legendary unitized construction creates a "mighty safety cage" around the passenger compartment
- Rearview mirrors, split design flat and convex
- Dome lights in passenger compartment
- Electric intermittent single switch windshield wipers

Serviceability

- Front grille tilts down for easy fluid checks and is removable without tools
- Engine hood with textured non-slip surface
- Halogen headlights, high/low beam
- Easy access to front headlights
- Easy access to fluids
- Chassis warning indicator lamps
- Body wiring circuits accessible through exterior electrical compartment
- Fused electrical circuit protection throughout body and chassis
- Wiring is color coded throughout harness for easy circuit identification
- Wiper motors mounted behind hinged panels for easy access



Comfort & Convenience

- Soft ride front leaf spring suspension (rating varies by capacity)
- Tilting & telescoping steering column
- Large, easy to read instrumentation panel with Drivers Information Display (DID)
- Entrance door, electric operated, outward-opening with upper and lower glass
- Windshield, tinted laminated glass
- Split-sash passenger windows with easily serviceable lock/rail latch
- Ergonomically designed driver's cockpit with switches and controls placed for drivers from 5th percentile female to 95th percentile male
- Driver's seat with fore/aft and up/down adjustments
- 3-point lap & shoulder belt with vertical adjustment

Optional Features

- Diesel Engine Horsepower choices
- Rear air ride suspension
- 4-wheel air drum brake system
- 100-gallon diesel fuel tank
- Wheelchair lift door and power lift
- Wheelchair securement option for special-needs passengers
- Extended service coverage
- Lease/Purchase services

Dimensions

Headroom	77"	
Width Exterior	96"	
Width Interior	90 3/4"	
Skirt Length	19 3/4"	
Overall Length	354" - 487"	
Overall Height	122"-128" depending on options	
Wheelbase/Passenger Capacity	CHILDREN	ADULTS
	141"= 66	141"= 40/44
	169"= 72	169"= 44/48
	190"= 78	190"= 48/52
	211"= 81	211"= 50/54
	232"= 84	232"= 52/56

Specifications shown were in effect on the date they were approved for printing. In keeping with its policy of continual product improvement, Blue Bird reserves the right to change specifications without notice and without incurring obligations. Some equipment and features shown may be optional- your Blue Bird Dealer will explain. AM-AAFE-1212 © 2012 Blue Bird Corporation

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Standard Limited Warranty

North America (U.S.A. & Canada)

Blue Bird Body Company (Blue Bird) warrants each bus to be free from defects in material and workmanship under normal use and service within the limits described below:

1. For a period of five (5) years from date of delivery to the original user, Blue Bird warrants the:
 - Interior and exterior paint adhesion to the body shell (those components forming side walls, roof, front and rear sections), doors (entrance/exit, emergency, compartments), BBCV hoods, and front/rear bumpers.
2. For a period of five (5) years/100,000 miles/160,000 kilometers, whichever occurs first from date of delivery to the original user, Blue Bird warrants the:
 - Chassis frame rails and cross-members to be free from defects in structural integrity (breaking or cracking).
 - Body shell (those structural metal components welded or riveted together forming floor, side walls, roof, front and rear sections) to be free from defects in structural integrity (breaking or cracking) including rust-through.
 - School bus seat frames and barrier frames to be free from defects in structural integrity (breaking or cracking).
 - Blue Bird emissions components not covered by the engine manufacturer conform with all U.S. federal emissions regulations at the time of manufacture and that they are free from defects in material or workmanship which would cause them not to meet the U.S. federal emissions regulations. Refer to the engine manufacturer's limited warranty statement for emissions warranty coverage by the engine manufacturer.
3. For a period of four (4) years/50,000 miles/80,000 kilometers, whichever occurs first from date of delivery to the original user, Blue Bird warrants the:
 - Front axle assembly, including king pins, I-beam, bushings and spindles, excluding brakes and axle ends.
 - Rear axle assembly and differential, excluding brakes and axle ends.
4. For a period of three (3) years/36,000 miles/60,000 kilometers, whichever occurs first from date of delivery to the original user, Blue Bird warrants the:
 - Comfort Aire® integrated air conditioner, if equipped, subject to documented annual service inspections. Contact your Blue Bird Dealer for assistance.
5. For a period of two (2) years from date of delivery to the original user, Blue Bird warrants the:
 - School bus passenger and driver windows. Transit-style windows not included.
6. For a period of two (2) years from date of manufacture, Blue Bird warrants the:
 - Paint gloss: Gloss reading shall not drop below 60 on 60° meter (70% of initial gloss).
 - Paint color retention: Color coat shall not shift colors more than 4ΔE from the centroid of the national standard
7. For a period of two (2) years/24,000 miles/40,000 kilometers, whichever occurs first from date of delivery to the original user, Blue Bird warrants the:
 - Suspension, excluding pins and bushings.
 - Driveshafts, support bearings and universal joints.
8. For a period of one (1) year/12,000 miles/20,000 kilometers, whichever occurs first from date of delivery to the original user, Blue Bird warrants:
 - All other components not covered in 1-7 above, except diesel engines, propane engines/fuel systems, automatic transmissions, wheelchair lifts, non-Blue Bird air conditioners, tires, and batteries. The warranties of the diesel engine, propane engine/fuel system, automatic transmission, wheelchair lift, non-Blue Bird air conditioners, tires, and batteries, are provided solely by, and are the responsibility of, those manufacturers and are not a part of Blue Bird's limited warranty.

Blue Bird's obligation covered in this limited warranty is limited to the repair or replacement of such parts as shall, under normal use and service, appear to have been defective in workmanship or material. This warranty is applicable to Blue Bird bus products, All American (AFE, A3RE, D3FE, D3RE) and Vision (BBCV), that are registered and operated in the United States of America, Canada, Puerto Rico, U.S. Virgin Islands, Guam, and American Samoa. The warranty period begins on the date the bus is delivered to the original user. During the warranty period, this warranty is transferable to subsequent Owners/Operators in U.S.A. or Canada.

THIS LIMITED WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED AND ALL OTHER OBLIGATIONS OR LIABILITIES. NO PERSON, INCLUDING SALESPERSONS, DEALERS, OR FACTORY REPRESENTATIVES OF BLUE BIRD, IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY CONCERNING BLUE BIRD PRODUCTS EXCEPT TO REFER PURCHASERS TO THIS LIMITED WARRANTY. BLUE BIRD MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BLUE BIRD SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

Contact your Blue Bird Dealer to obtain service for your Blue Bird bus. Your Blue Bird Dealer will help arrange for repairs by the Dealer or another qualified repair facility. Defects must be reported to a Blue Bird Dealer immediately upon discovery of the defect and within the warranty period as stated herein. Defects must be repaired immediately upon discovery of the defect and within the warranty period as stated herein. Unless authorized by the Blue Bird Dealer, repairs under this limited warranty are to be performed by the Blue Bird Dealer. It is the responsibility of the Owner/Operator to return the bus to the Blue Bird Dealer, or qualified repair facility authorized by the Blue Bird Dealer for warranty repairs. All claims for warranty repairs by other than the Blue Bird Dealer must be received by the Blue Bird Dealer not later than 30 days after the repair date. The owner/operator is responsible for operating and maintaining the bus as described in the Operator's and Service Manuals. All maintenance records should be retained by the owner/operator. Your Blue Bird Dealer will register the bus with Blue Bird and can assist with registering components that are warranted by the component manufacturers.

Limitations & Exclusions

In addition to the limitations described on the previous page, items specifically not covered include but are not limited to:

- Engines, automatic transmissions, wheelchair lifts, air conditioners (other than Blue Bird Comfort Aire® system), tires, and batteries. The limited warranties for these components are provided solely by and are the responsibility of those manufacturers and are not a part of Blue Bird's limited warranty.
- Loss of use and incidental consequential expenses, including but not limited to commercial loss, loss of commercial fares, driver time or pay, lease or rental of substitute vehicle, storage, lodging, meals, telephone calls and other travel costs.
- Wear, wear-out and consumption. This warranty shall not apply to any parts or components which must be repaired, replaced or adjusted during the warranty period that are due to wear, wear-out or consumption, including but not limited to brake pads and linings, drums and rotors, wiper blades, light bulbs, filters, lubricants, fluids, belts, bearings other than those specifically covered by the limited warranty, suspension pins and bushings, batteries, worn seat covers, worn stepreads and floor covering, worn door and window seals, discharged fire extinguishers, damaged (scratches, cracks) gauge and light lenses, and tires. Wear not only includes friction-type wear but can also include environmental deterioration including but not limited to surface corrosion on exhaust pipes/clamps and brake drums/rotors, as well as fading, cracking or discoloration of seat covers caused by U.V.
- Maintenance including but not limited to tightening loose fasteners, axle & wheel alignments, wheel-balancing, tightening body tie-downs, door adjustments, tightening hose clamps, and sealing/caulking windows, doors, roof hatches and lights.
- This warranty shall not apply to any parts or components which must be repaired, replaced or adjusted during the warranty period as a result of accident damage, abnormal operation, misuse and/or abuse, including but not limited to excessive operation on unpaved, un-maintained roads, operation on cross-country trails or off-road conditions, collision, fire, vandalism, explosion, objects striking the vehicle, theft, freezing, riot, flood.
- Paint adhesion, gloss and/or color failures resulting from accidents/abrasions, road chemicals, caustic detergents/cleaners, and/or improper maintenance. Paint adhesion failures, whether warrantable defects or non-warrantable events, that are not repaired immediately upon discovery of the failure may deteriorate the finish and/or panels underneath. Surface corrosion and/or other progressive deterioration as a result of not repairing paint adhesion failures immediately is not covered by this warranty. Contact your Blue Bird Dealer before making any repairs to the paint finish.
- Paint gloss and color failures without evidence of proper care and maintenance, as recommended in the Driver's Handbook, nor repairs to correct paint gloss or color failures without preapproval by Blue Bird. Contact your Blue Bird Dealer before making any repairs to the paint finish.
- Vehicle modifications or equipment installations performed without the written approval of Blue Bird, to the extent the modifications or equipment installations adversely affect other vehicle components or performance, Blue Bird shall not accept any product liability or claims under the terms of the limited warranty. These claims become the sole responsibility of the company performing the modifications and/or installations.
- Transportation expenses to deliver the bus to a Blue Bird Dealer or nearest qualified repair facility, including but not limited to fuel, driver time/pay, mileage and towing.
- Repairs to parts or components which have been previously replaced with parts not obtained from Blue Bird or failures caused by non-Blue Bird parts or components. Rework of repairs not performed by or approved by a Blue Bird Dealer.
- Excessive labor hours, premium labor costs, overtime labor costs, local taxes. This limited warranty covers reasonable labor to perform replacement or repair.
- Defects not reported to a Blue Bird Dealer and repaired during the warranty period. Repairs are to be made immediately upon discovery of the defect.
- Damage caused by using improper or contaminated fluids, including but not limited to fuels, lubricants and coolant. Damage caused by using fluids that do not meet Blue Bird's or the Manufacturers' minimum recommendations. Damage caused by the lack of fluids and/or improper fluid maintenance.
- Using non-Blue Bird service parts. Usage of non-Blue Bird parts will affect future warranty coverage.
- Overloading beyond the normal seated and standee capacity voids all warranties.

Blue Bird reserves the right to make changes in design and changes or improvements upon its products without imposing any obligations upon itself to install the same upon products theretofore manufactured. Any suit alleging a breach of this limited warranty or of any other alleged warranty, including any claim for rescission or revocation of acceptance, must be filed within one year of breach.

Controlling Law and Severability

This Limited Warranty shall be governed by and construed in accordance with the laws of the State of Georgia, U.S.A. The owner/operator agrees and consents to the exclusive jurisdiction of the courts of the State of Georgia for all purposes regarding this Limited Warranty and further agrees and consents that venue of any action involving this Limited Warranty or any other alleged warranty, including any claim for rescission or revocation of acceptance, shall be exclusively in Peach County, Georgia. Owner/Operator hereby submits to personal jurisdiction in Peach County, Georgia and waives any objection or argument related to venue, personal jurisdiction, forum non conveniense, and/or transfer. If any portion hereof is found to be void or unenforceable, the remaining provisions of the Limited Warranty shall remain in full force and effect.



800-825-8273



Locations

About Central States Bus

School Bus Sales

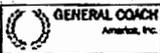
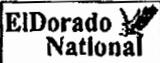
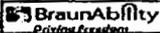
Commercial Bus Sales

Alternative Fuel Vehicles

Parts and Accessories

Service / Technical Support

Representing the following bus manufacturers:



We are a Cummins Full Service Dealer



Warranty Authorized Service Centers

Central States is the one stop shop for your commercial and school transportation needs with our four full service locations.

In all of our shops Central States Bus Sales, Inc. can do body work, collision repair, detailing, lift repair, air conditioning HVAC, camera installs, EPA certified emission components, commercial vehicle repair, MVI (state inspections), electrical work, and ABS brake repairs.

In addition, three of our locations are Cummins Full Service Dealer certified allowing us to care for your Cummins Diesel ISB and ISC engines including engine warranty repairs, engine maintenance, ECM calibration, after-treatment, genuine Cummins parts, campaigns, recalls, and updates.

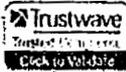
Use the list below to find our location nearest you as well as a variety of other warranty service centers to serve your immediate needs.

Join our **SERVICE TIPS** Email Network

[Missouri](#) | [Illinois](#) | [Arkansas](#) | [Kentucky](#) | [Tennessee](#)

MISSOURI

ST. LOUIS: Central States Bus Sales, Inc. 2450 Cassens Drive Fenton MO 63028	Phone: (800) 825-8273 (636) 343-6050 Fax: (636) 626-2501	Warranty: Blue Bird Braun Ricon Eidorado Champion Cummins	Hours: Monday - Friday 7:00 am - 4:30 pm
ST. LOUIS: Cummins Mid-South 7210 Hell Street St. Louis MO 63147	Phone: (314) 389-6400 Fax: (314) 389-9671	Warranty: Blue Bird Cummins	Hours: Monday - Thursday 7:00 am - Midnight Friday 7:00 am - 11:30 pm
CARL JUNCTION: Daniel's Garage 204 North Main Carl Junction MO 64834	Phone: (417) 649-0833	Warranty: Blue Bird Cummins	Hours: Monday - Friday 7:30 am - 5:30 pm
CHILLICOTHE: Chillicothe Diesel 1024 International Road Chillicothe MO 64601	Phone: (800) 782-3620 (660) 646-3295	Warranty: Blue Bird Cummins	Hours: Monday - Friday 8:00 am - 5:30 pm Saturday 8:00 am - Noon
COLUMBIA: Cummins Mid-South 5221 Hwy 763 North Columbia MO 65202	Phone: (573) 449-3711. then press 2 Fax: (573) 449-3712	Warranty: Blue Bird Cummins	Hours: Monday - Friday 7:00 am - 6:00 pm Saturday 7:00 am - 5:30 pm
DURHAM: Roberts Garage & Towing, Inc. 24120 State Hwy 6 Durham MO 63438	Phone: (573) 478-3618	Warranty: Blue Bird Cummins	Hours: Monday - Friday 8:00 am - 5:00 pm
HALLSVILLE: Cunningham Performance 13555 North Fink Hallsville MO 65255	Phone: (573) 881-4867	Warranty: Blue Bird Cummins	Hours: Monday - Friday 7:00 am - 5:00 pm
JOPLIN: Cummins Central Power 3507 East 20th Street Joplin MO 64801	Phone: (417) 623-1661	Warranty: Blue Bird Cummins	Hours: Monday - Friday 7:30 am - 6:00 pm
KANSAS CITY: Cummins Central Power 8201 NE Parvin Road Kansas City MO 64161	Phone: (816) 414-8200	Warranty: Blue Bird Cummins	Hours: Monday - Friday 7:00 am - Midnight



KENNETT: McMahon Auto Diesel 921 First Street Kennett MO 63857	Phone: (573) 888-2858	Warranty: Blue Bird Cummins	Hours: Monday - Friday 8:00 am - 5:00 pm
MARYVILLE: Northwest MO Truck & Trailer Repair 22308 US Hwy 71 Maryville MO 64468	Phone: (680) 582-8342	Warranty: Blue Bird Cummins	Hours: Monday - Friday 8:00 am - 5:00 pm
SIKESTON: Cummins Mid-South 101 Keystone Drive Sikeston MO 63801	Phone: (800) 455-5438 (573) 472-0303 Fax: (573) 472-0306	Warranty: Blue Bird Cummins	Hours: Monday - Friday 7:30 am - 5:00 pm
SPRINGFIELD: Cummins Central Power 3637 East Keamey Springfield MO 65803	Phone: (417) 862-0777	Warranty: Blue Bird Cummins	Hours: Monday - Friday 8:00 am - 10:00 pm
ST. JOSEPH: Dave's Diesel 4702 Southeast Hwy 169 St. Joseph MO 64507	Phone: (816) 232-4542	Warranty: Blue Bird Cummins	Hours: Monday - Friday 7:00 am - 5:00 pm
ST. ROBERTS: Action Automotive 128 April Drive St. Roberts MO 65584	Phone: (673) 338-8875	Warranty: Blue Bird Cummins	Hours: Monday - Friday 8:00 am - 5:00 pm
WEST PLAINS: Glenn's Truck Service 2008 South Hwy 63 West Plains MO 65775	Phone: (417) 256-3614 Fax: (417) 256-3618	Warranty: Blue Bird Cummins	Hours: Monday - Friday 8:00 am - 5:00 pm Saturday 8:00 am - Noon

[Missouri](#) | [Illinois](#) | [Arkansas](#) | [Kentucky](#) | [Tennessee](#)

ILLINOIS

CHICAGOLAND: Central States Bus Sales, Inc. 49W102 US Highway 30, Bldg F Big Rock IL 60511	Phone: (800) 378-1644 (630) 558-3130 Fax: (630) 558-3133	Warranty: Blue Bird Braun Ricon Eldorado Champion Cummins Goshen	Hours: Monday - Friday 8:00 am - 4:30 pm
EAST PEORIA : Altorfer Power Systems 1 Capitol Drive East Peoria IL 61611	Phone: (800) 234-0104 (309) 694-1234 Fax: (309) 694-4148	Warranty: Blue Bird Caterpillar	Hours: Monday - Friday 7:00 am - Midnight
ELDORADO: Cummins Crosspoint 1500 US Route 45 North Eldorado IL 62930	Phone: (618) 273-4138 (618) 273-4531	Warranty: Blue Bird Cummins	Hours: Monday - Friday 8:00 am - 4:30 pm
NORMAL: Cummins Crosspoint 450 West Northtown Road Normal IL 61761	Phone: (309) 452-4454	Warranty: Blue Bird Cummins	Hours: Monday - Friday 7:00 am - Midnight Saturday 7:00 am - 3:00 pm
ROCKFORD: Jx Petarbit of Rockford, IL 4260 Linden Road Rockford IL 61109	Phone: (815) 874-3433 Fax: (815) 873-1679	Warranty: Blue Bird Cummins Caterpillar	Hours: Monday - Friday 7:00 am - 11:30 pm Saturday 7:00 am - 12:00 pm
SALEM: Joe Hotze Ford 1815 West Main Street Salem IL 62881	Phone: (800) 682-2014 Fax: (618) 548-8753	Warranty: Blue Bird Cummins	Hours: Monday - Friday 7:00 am - 8:00 pm

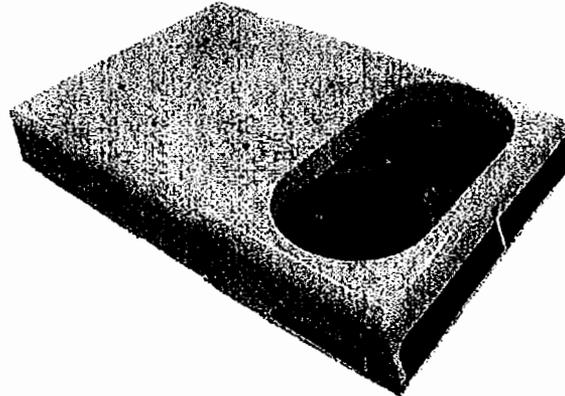


ACC Climate Control

TC-70 37007 Series Rooftop System

SPECIFICATIONS:

- Up to 75,000 BTU/HR/Cool
- W/ a TM-31 Compressor
- Amp Draw (High Speed)
- 60 Amps
- 12 or 24 Volts
- 3 Speed Fans
- Dimensions:
- 42"W x 8 3/4"H x 64"L
- Weight: 146lbs



FEATURES:

- Two 16" diameter fans made easily accessible without having to remove the cover
- All-In-One, all aluminum, low profile, roof mounted design
- Unique design offers reduction in blower motor noise
- Standard relay board with electrical diagnostics LEDs are accessible from interior plenum
- Cover is made from a high impact UV resistant plastic
- High performance micro-channel condenser coil
- A filter on the condenser inlet protects the coil from contaminants
- Available in free blow or ducted configurations
- Unique 360° air discharge plus isle discharge



KEY COMPONENTS:

- Condenser Coil: 11471748A
- Evaporator Coil: 11471533B
- Fans: 18000022A(2)
- Blower Assembly: 26060036(2)
- Orifice Tube: 08800502A
- Filter: 08813973A
- Cover (Front): 09965278A



*In the interest of continual product improvement, specifications may change without notice or, * obligation to change existing product



ACC Climate Control, Inc.

TC70TC70 Roof Top System

Up to 159,000 BTU/hr In a Low Profile Roof Mount Design

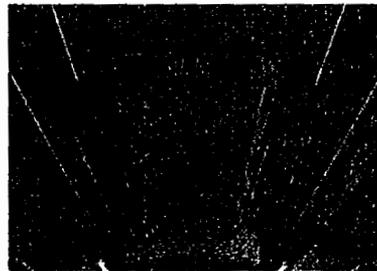
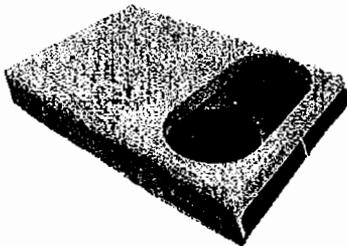
The ACC Model TC70TC70 is a complete low profile roof mounted evaporator and condenser package. The system consists of two (2) TC-70-21 systems, each with dual circuit evaporator coils and condenser coils in a unique free blow design matched with (1) TM-21 compressors, and is rated up to 70,000 B TU/hr (plus the OE Dash a/c capacity). The TC70TC70 offers a unique interior free blow plenum with 360 degrees of discharge air providing maximum comfort for all passenger locations. The system is equipped with ACC's orifice tube/accumulator design for prolonged service life.

ACC's simplified relay board provides system operation with ground leg switching. LEDs for each circuit provide for easy diagnostics of electrical continuity.

Parallel flow condensers provide for lighter weight and higher efficiencies over copper tube condensers.

Combined with the OE package, the total system capacity rating up to 159,000 BTU/hr*.

*See Back Page for details.



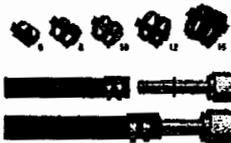
TC-70 System (2 per bus)

- Up to 159,000 BTU/hr
- (2) dual blower assemblies @ 1600 cfm
- (2) 16 inch high performance condenser fans
- 60 amps @ 12 vdc (each)
- 146 lbs each (Total of 292 lbs)



TM-21 Compressor (2 per bus)

- 13 cubic inch displacement
- 3 amps @ 12 vdc



ACC Hose System

- ATCO 3800 Barrier Hose
- ATCO a/c Series Hybrid Elastomer Fittings
- Use with PAG oil
- Meets SAE-J2064 Specifications



ACC Climate Control—building Rock Solid relationships with Rock Solid performance and commitment!

In the interest of continual product improvement, specifications may change without notice.



Technical Specification
Rooftop A/C System for Transit Bus
Over 29 Feet Long

ACC Model TC70TC70 with Dual TM-21 Compressors

The vehicle shall be equipped with an ACC Model TC70TC702121 Rooftop a/c system capable of maintaining the interior temperature at 70 degrees F with an outside temperature of 95 degrees F and a relative humidity of 50%. The evaporator and condenser modules shall be roof mounted in a 1-piece all aluminum frame and a high impact UV resistant TPO cover. Unit height shall not exceed 8.75 inches. The conditioned air shall be distributed in the bus through a 360 degree directional free blow air plenum.

The evaporator shall consist of (2) dual fan blower assemblies rated at 1,600 cfm. The evaporator coil shall be of a copper tube/aluminum fin design. The refrigeration circuit shall be an orifice tube and accumulator design. The accumulator shall be equipped with an oil pickup tube to insure proper oil return to the compressor on initial start up. The relay board shall be installed in a readily accessible location and shall be equipped with LEDs for verification of electrical continuity between the board and the various functions.

The condenser shall be a parallel flow micro-channel design. There shall be a minimum of (2) 16" fan motor assemblies with totally enclosed axial type permanent magnet motors.

The system shall be equipped with (2) TM-21 compressors belt driven from the engine crank pulley. Whenever possible, the drive belt for the compressor shall be independent of the main drive belt, but may drive other engine accessories.

Hoses and fittings shall be the ATCO "Air-O-Crimp" style system qualified to SAE J-2064 specifications. The hoses shall be ATCO Barrier Hose with ATCO a/c series Hybrid Elastomer fittings.

The complete a/c system shall have a 3 year/75,000 mile warranty with a minimum of 2 years unlimited miles.

***Details of System Capacities:**

<u>Model</u>	<u>Compressor</u>	<u>System Capacity</u>	<u>OE Dash Capacity</u>	<u>Total Bus a/c Capacity</u>
TC70TC702121	(2) TM-21	1400,000 BTU/hr	19,000 BTU/hr *	159,000 BTU/hr*

* OE Chassis Rating for IC and Freightliner Chassis



ACC Climate Control

3 Year/75,000 Mile Warranty

ACC Climate Control, hereinafter referred to as "ACC", warrants its products to the original purchaser, subject to normal use and service, for a period of 36 months or 75000 miles with a minimum of 24 months w/unlimited mileage while in possession of the original owner.

ACC agrees to repair or replace with a new or repaired part, any part of an ACC unit which, after inspection has proven to fail because of a manufacturing defect, within the warranty period. Replacement of a defective part within the warranty period will include labor for replacement at factory established rates if performed at any authorized Service Center. Compensation at factory established rates for loss of refrigerant will be paid only when caused by a defective part and if the defective part itself was under warranty at the time of failure.

CONDITIONS OF WARRANTY

1. **Handling of Warranty Claims.**
 - A. Should a failure occur to an ACC component under warranty, call ACC at (574) 264-2190 for authorization (pre-authorization is required before work is performed) and return the vehicle to the installer or dealer from whom the air conditioning was purchased. Present your copy of the warranty registration card. He will make the necessary repairs to the system or replacement parts as covered by the warranty.
 - B. If it is not possible to return to the original dealer, take the vehicle to any convenient ACC dealer and present your Warranty Card. He will contact the factory for authorization for the necessary repairs. Should you be unable to locate an authorized ACC dealer, contact the factory and you will be assisted.
2. **EXCLUSIONS FROM WARRANTY**

THIS WARRANTY SHALL NOT APPLY TO:

 - A. Any part or parts of products becoming defective as a result of negligence, accident, or other casualty.
 - B. Owner's failure to provide normal maintenance such as lubrication of engine, tightening belts, cleaning coils, loss of refrigerant, drier replacement or improper voltage or electrical connections.
 - C. Improper installation, repair, or alterations.
 - D. Operation in a manner contrary to ACC's printed instructions.
 - E. Any parts or products which have been repaired or altered outside of ACC's factory unless specific written authorization for such repair or alteration has been issued by ACC.
2. **Conditions.**
 - A. ACC neither assumes nor authorizes any person to assume for it, any obligations or warranty other than stated herein.
 - B. ACC reserved the right to make changes in design or improvements of its products or parts thereof without obligations to make or install such changes or improvements in or upon products covered in this warranty.
 - C. Remedies available to the owner for breach of the A/C Factory Warranty are expressly limited to an action to recover the cost of repairs or replacement due hereunder.
 - D. Repair or replacement of any part or parts of the products under this Warranty shall not extend this Warranty with respect to such repaired or replaced part or parts beyond the warranty period.
 - E. ACC does not warrant the workmanship of the installer and will not bear any cost due to faulty or incorrect installation or shipping damage.
 - F. ACC will not be liable for loss of time, labor, equipment, rental, or other expenses while products are out of service.
 - G. ACC shall credit authorized dealers for labor for replacement or repair of defective parts discovered during the warranty period according to the published schedule of labor allowance in the Warranty Policy and Procedures Manual.
 - H. This Warranty shall remain in effect during the warranty period when the equipment is properly installed, serviced and operated under normal conditions according to ACC's instructions.
 - I. Items such as filters, belts, driers, lubricants, motor brushes, etc. are considered expendable and not covered under warranty.

ACC DISCLAIMS ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF USE OF THE VEHICLE, LOSS OF TIME, INCONVENIENCE; EXPENSE FOR TRAVEL, LODGING, LOST INCOME OR REVENUE, TRANSPORTATION CHARGES OR LOSS OR DAMAGE OF PERSONAL PROPERTY.

SOME STATES DO NOT ALLOW EXCLUSIONS OR LIMITATIONS OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

THIS WARRANTY IS THE ONLY EXPRESSED WARRANTY BY ACC AND NO DEALER OR SERVICE FACILITY IS AUTHORIZED BY ACC TO MODIFY OR EXTEND IT. ANY IMPLIED WARRANTIES, INCLUDING WARRANTY OF FITNESS FOR PARTICULAR PURPOSE, OR WARRANTY OF MERCHANTABILITY, ARE EXPRESSLY LIMITED IN DURATION TO THE SAME PERIOD AS THE EXPRESSED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

THIS WARRANTY IS NULL AND VOID UNLESS THE WARRANTY REGISTRATION CARD IS COMPLETED AND MAILED TO ACC WITHIN THIRTY DAYS OF THE DATE OF ORIGINAL RETAIL PURCHASE.

IN ADDITION TO THE ABOVE RIGHTS, THE PURCHASER HAS CERTAIN LEGAL REMEDIES PROVIDED BY THE MAGNUSON MOSS WARRANTY ACT, PUBLIC LAW 93-637. YOU MAY ALSO HAVE CERTAIN RIGHTS UNDER STATE LAW.



ACC Climate Control · 22428 Elkhart E. Blvd · Elkhart, IN 46514 · PH 800-462-6322

Updated 03/10/08

CENTRAL STATES BUS SALES, INC
2450 CASSENS DRIVE
FENTON, MO 63026

DPMM
301 HIGH STREET (N
ROOM 630
JEFFERSON CITY, MO

RCVD FEB 7 14 PM 1:20 DA-DPMM

IFB: BIE1459, OFFENDER TRANSPORTATION BUSES
2/7/14 2:00 PM