NOTICE OF AWARD

State Of Missouri
Office Of Administration
Division Of Purchasing
PO Box 809
Jefferson City, MO 65102-0809
http://oa.mo.gov/purchasing

SOLICITATION NUMBER	CONTRACT TITLE
RFPC30034901700021	Offender Transportation Buses
CONTRACT NUMBER	**CONTRACT PERIOD**
CC170021001	November 4, 2016 through November 3, 2017
REQUISITION NUMBER	**VENDOR NUMBER**
NR 931 YYY16709103	MB00093571 or 4310517990 0
CONTRACTOR NAME AND ADDRESS	**STATE AGENCY'S NAME AND ADDRESS**
Central States Bus Sales Inc. 2450 Cassens Drive Fenton, MO 63026	Missouri Department of Corrections 2715 Plaza Drive – Lower Level Jefferson City, MO 65109

ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS:

The proposal submitted by Central States Bus Sales Inc. in response to RFPC30034901700021, including the attached BAFO response, dated 10/04/16, is accepted in its entirety.

BUYER	BUYER CONTACT INFORMATION
Teri Schulte	Email: teri.schulte@oa.mo.gov Phone: (573) 522- 3296 Fax: (573) 526-9816
SIGNATURE OF BUYER	**DATE**
Teri L. Schulte	11-4-16

DIRECTOR OF PURCHASING

Karen S. Boeger

STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING (PURCHASING)
REQUEST FOR BEST AND FINAL OFFER (BAFO)
FOR REQUEST FOR PROPOSAL (RFP)

BAFO REQUEST NO.: 001
SOLICITATION/OPPORTUNITY (OPP) NO.: RFPC30034901700021
TITLE: Offender Transportation Buses
ISSUE DATE: 09/28/16

REQ NO.: NR 931 YYY16709103
BUYER: Teri Schulte
PHONE NO.: (573) 522-3296
E-MAIL: teri.schulte@oa.mo.gov

BAFO RESPONSE SHOULD BE RETURNED BY: 10/05/16 AT 5:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type **RFP Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Sealed BAFOs should be in Division of Purchasing office (301 W High Street, Room 630) by the return date and time.

RETURN BAFO RESPONSE TO:

(U.S. Mail)
PURCHASING
PO BOX 809
JEFFERSON CITY MO 65102-0809

or

(Courier Service)
PURCHASING
301 WEST HIGH STREET, RM 630
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 vendor 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 RFP as modified by any previously issued RFP addendums and by this and any previously issued BAFO requests. The vendor agrees that the language of the original RFP as modified by any previously issued RFP addendums and by this and any previously issued BAFO requests shall govern in the event of a conflict with his/her proposal. The vendor further agrees that upon receipt of an authorized purchase order from the Division of Purchasing 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 vendor and the State of Missouri.

SIGNATURE REQUIRED

VENDOR NAME	MissouriBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN)
Central States Bus Sales, Inc.	
MAILING ADDRESS	
2450 Cassens Drive	
CITY, STATE, ZIP CODE	
Fenton, MO 63026	

CONTACT PERSON	EMAIL ADDRESS
Louis Tagliaferre	loutag@centralstatesbus.com
PHONE NUMBER	FAX NUMBER
636-343-6050	636-326-2501
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE)	
_X__ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___IRS Tax-Exempt	
AUTHORIZED SIGNATURE	DATE
Louis Tagliaferre	10/4/16
PRINTED NAME	TITLE
Louis Tagliaferre	Commercial Bus Sales Manager

Central States Bus Sales, Inc.
"The Bus Experts"
2450 Cassens Drive, Fenton MO 63026
636-343-6050 • FAX: 636-326-2501 • 800-825-8273
www.centralstatesbus.com

October 4, 2016

State of Missouri

Office of Administration

Division of Purchasing

301 West High Street, Room 630

Jefferson City, MO 65101

Attn: Teri Schulte

Teri,

In response to your Best and Final Offer (BAFO) request, Central States Bus Sales, Inc. (CSBS) is pleased to provide the following information.

In regards to the identified deficiencies and areas of concern/clarification we provide the following:

1.1 CSBS clarifies that the systems consist of two TC-80 systems. The total BTU for the system is approximately 160,000 Btu/hr. Please see the attached brochure that provides additional information.

1.2 CSBS warrants that all equipment, supplies, and /or services provided:

1) Confirm to each and every specification, drawing, sample or other description which was furnished to or adopted by Purchasing

2) Be fit and sufficient for the purpose expressed in the RFP

3) Be merchantable

4) Be of good materials and workmanship

5) Be free from defect

Warranty statements provided give the details as required for Exhibit B. Warranty

"The offer should provide detailed information below regarding the warranty for the proposed buses"

BLUE BIRD THE BRAUN CORPORATION ElDorado National THOR company RICON GOSHEN COACH

In regards to the changes made to the RFP as a result of the BAFO, CSBS has attached a new Exhibit B with only changes. Please note all other parts of Exhibit B remain as originally proposed. In addition to the revised Exhibit B, CSBS has attached additional information on engine, transmission and tire warranty.

Please note all other parts of the proposal remains as originally proposed including the price.

Please don't hesitate to contact me with any additional questions.

Regards,

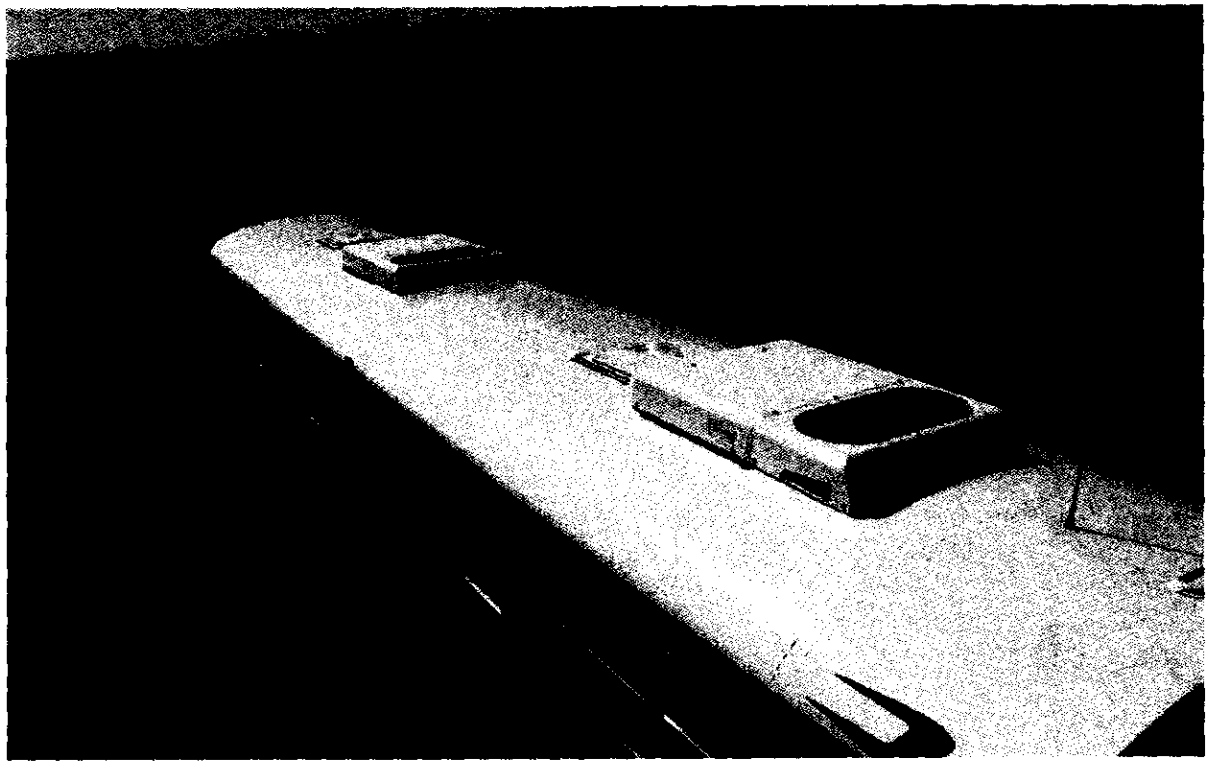
Louis Tagliaferre

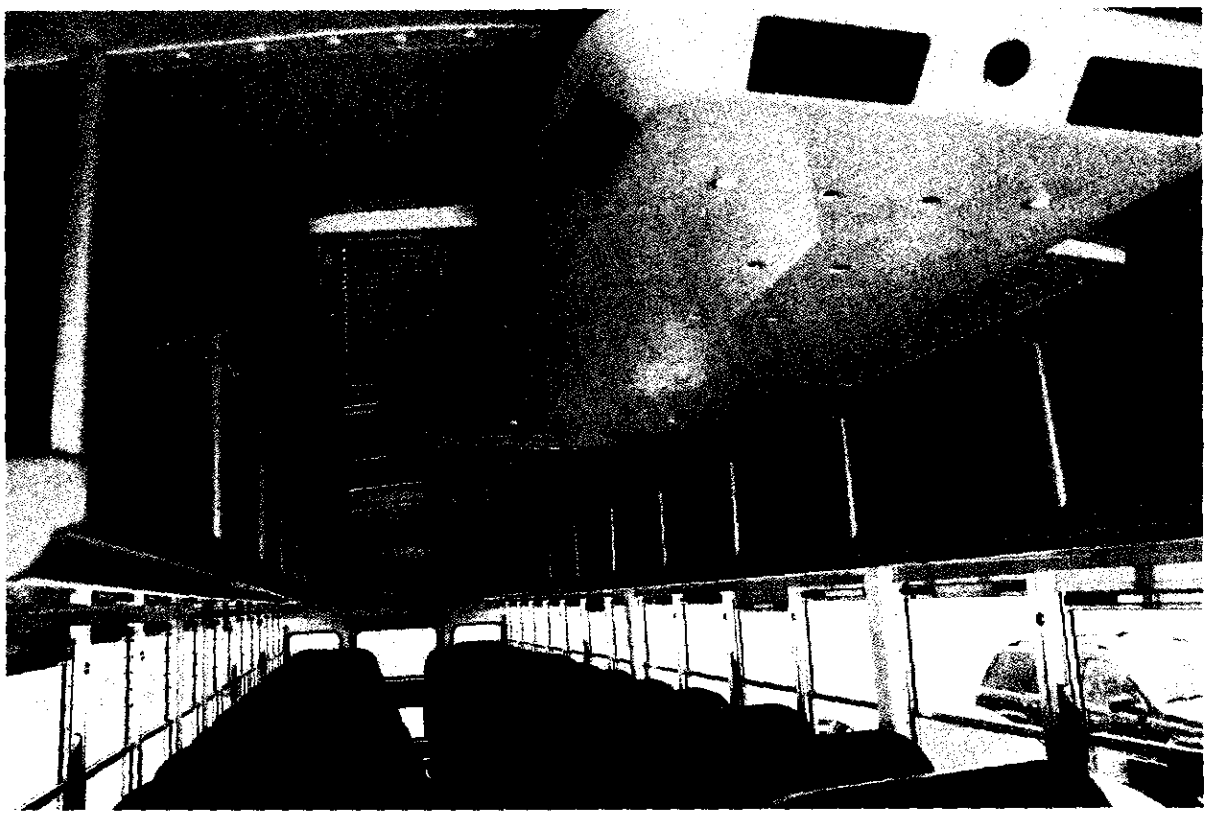
Louis Tagliaferre

Commercial Bus Sales Manager

ACC Climate Control, Inc.

Dual TC-80 Roof Top A/C System with Dual TM-21 Compressors
ACC Model TC80TC802121
Approximately 160,000 BTU/hr
Free Blow Plenum with 360° Air Discharge in Addition to Center Isle Air Discharge





ACC Climate Control, Inc.

Technical Specification
For
Rooftop A/C System for Blue Bird School Bus
32 to 40 Feet Long
ACC Model TC80TC802121

The vehicle shall be equipped with (2) ACC Model TC-80 Rooftop a/c systems. 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 unit weight shall not exceed 150 pounds. The conditioned air shall be distributed in the bus through (2) 360 degree directional free blow air plenums.

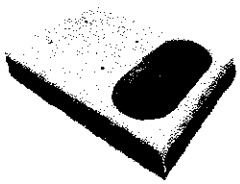
The evaporator in each TC-80 shall consist of (2) dual fan blower assemblies rated at 1,800 cfm. The evaporator coil shall be of a copper tube/aluminum fin design. The refrigeration circuit shall be an orifice tube and accumulator design. The accumulator shall be equipped with an oil pickup tube to insure 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.

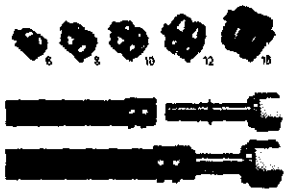
The condensers shall be a parallel flow micro-channel design. There shall be a minimum of (2) 16" fan motor assemblies with totally enclosed axial type permanent magnet motors.

The system shall be equipped with (2) TM-21 compressors (1 for each TC-70) belt driven from the engine crank pulley.

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.





ACC Climate Control—Building Rock Solid Relationships with Rock Solid Performance

EXHIBIT REVISED BY BAFO 001

EXHIBIT B

DELIVERY, WARRANTY AND CONTRACTOR SUPPORT

DELIVERY

The offeror should provide detailed information to the question below regarding the buses proposed:

1) The desired delivery is sixty (60) calendar days after the receipt of a properly executed order.

- If offeror's delivery is different, the offeror should state delivery in days after receipt of order:

  __90-120_____ calendar days ARO.

- ***The offeror should indicate if delivery time would be the same if the optional equipment was included or if additional time would be required:***

  _____ ***Same delivery time***

  __X___ ***Additional delivery time required if optional equipment is included***

  ___***120-150***_____ ***total calendar days ARO***

WARRANTY

The offeror should provide detailed information below regarding the warranty for the proposed buses. The warranty shall commence upon delivery and acceptance of the buses by the State of Missouri.

2) How long is the warranty (i.e. years, miles, etc.), ***specifically for the engine, transmission, tires and batteries***?
__Engine 5yr -100,000 miles, Transmission 3yr, Tires based on wear, Batteries 12 month

3) What is covered by the warranty ***(specifically for the engine, transmission, tires and batteries)***?
___See Attached Warranty Statement for specific details on coverage.

Authorized Service Center: The contractor should 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.

4) The offer 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:
_____See Attached list of service centers in Missouri

   a. ***The offeror should indicate if the manufacturer's authorized service centers stated above can complete service work, warranty work, or both on the make/model of bus quoted.***
   _____***Both***_____

CONTRACTOR SUPPORT

The offeror should complete the following information as it relates to their ability to service and support the State of Missouri:

5) Primary Business Location: _____
_____
_____
_____

6) Primary Business Hours: _____8 am – 4:30pm Office Monday -Friday_____
(hours and days of the week) _____7 am -11pm Shop Monday-Friday_____

7) The offeror should provide the following information regarding the primary person/section designated to serve as a single point of contact for the Missouri contract.

PRIMARY CONTACT:

Name/Title: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

MISSOURI ECONOMIC IMPACT

In addition, the offeror should provide detailed information below concerning the services performed in the State of Missouri:

8) The offeror should provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.
_____
_____
_____

9) The offeror should provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.
_____
_____
_____

10) The offeror should provide a description of the company's economic presence within the State of Missouri (e.g., type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other), including Missouri employee statistics.
_____
_____
_____

Central States Bus Sales, Inc.
New and Used Buses, Parts, and Service

Call 800-825-8273

Click photo for other locations

About Central States Bus

Home Page
Our History
Our Mission
Locations

School Bus Sales

Commercial Bus Sales

Used Bus Sales

Alternative Fuel Vehicles

Parts and Accessories

Service / Technical Support

We represent the following bus manufacturers:

BLUE BIRD
ARBOC
BraunAbility Driving Freedom
CHAMPION
ELDORADO
GENERAL COACH America, Inc.
GOSHEN COACH
KSR BUS
MV-1
STARCRAFT BUS
TURTLETOP

Warranty Authorized Service Centers

Central States is the one stop shop for your commercial and school transportation needs with our five 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 63026	Phone: (800) 825-8273 (636) 343-6050 Fax: (636) 626-2501	Warranty: Blue Bird Roush Braun Ricon ElDorado Champion Cummins	Hours: Monday - Friday 7:00 am - 4:30 pm
ST. LOUIS: Cummins Mid-South 7210 Hall Street St. Louis MO 63147	Phone: (314) 389-5400 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

We are a Cummins Full Service Dealer

Connect With Us!

We buy buses!

Visite nuestro sitio en idioma español

Trustwave Trusted Commerce Click to Validate

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
22306 US Hwy 71
Maryville MO 64468

Phone:
(660) 582-8342

Warranty:
Blue Bird
Cummins

Hours:
Monday - Friday
8:00 am - 5:00 pm

SEDALIA:
Sedalia Peterbilt
29211 Meadowlark Road
Sedalia MO 65301

Phone:
(660) 827-6983

Warranty:
Blue Bird
Cummins

Hours:
Monday - Friday
8:00 am - 6:00 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 Kearney
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:
(573) 336-8875

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) 256-3616

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) 376-1644
(630) 556-3130

Fax:
(630) 556-3133

Warranty:
Blue Bird
Roush
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

LOCKPORT:
Maurer Truck Repair
20702 Gaskin Drive
Lockport IL 60441

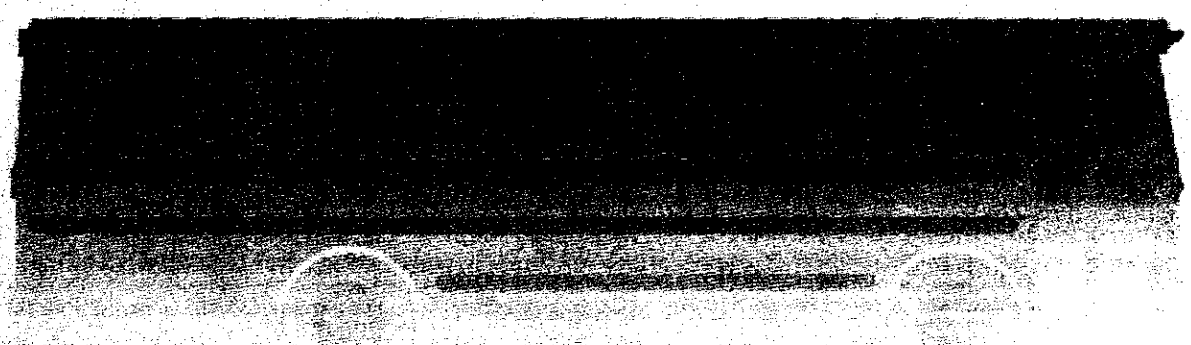
Shop Phone:
(773) 631-6200

Warranty:
Blue Bird

Hours:
7 days a week
24 hours a day

Cummins Warranty

All Engines
United States And Canada
School Bus



Coverage

Products Warranted
This Warranty applies to new diesel, LPG, compressed or liquid natural gas fueled Engines sold by Cummins Inc. or Cummins Westport and delivered to the first user on or after September 15, 1996, that are used in school bus* applications in the United States** or Canada.

Base Engine Warranty
The Base Engine Warranty covers any failures of the Engine which result, under normal use and service, from a defect in material or factory workmanship (Warrantable Failure). This Coverage begins with the sale of the Engine by Cummins and continues for five years or 100,000 miles (160,935 kilometers), whichever occurs first, from the date of delivery of the Engine to the first user.

Engine aftertreatment components included in the Cummins Critical Parts List (CPL) and marked with a Cummins part number are covered under Base Engine Warranty.

Extended Major Components Warranty
The Extended Major Components Warranty applies to all except ISV, B and ISB Series Engines and covers Warrantable Failures of the Engine cylinder block, camshaft, crankshaft and connecting rods (Covered Parts).

Bushing and bearing failures are not covered.

This Coverage begins with the expiration of the Base Engine Warranty and ends three years or 300,000 miles (482,805 kilometers), whichever occurs first, from the date of delivery of the Engine to the first user.

Emission Warranty
Additional Coverage is outlined under the Emission Warranty.

THESE WARRANTIES ARE MADE TO ALL OWNERS IN THE CHAIN OF DISTRIBUTION AND COVERAGE CONTINUES TO ALL SUBSEQUENT OWNERS UNTIL THE END OF THE PERIODS OF COVERAGE.

Cummins Responsibilities

During The Base Engine Warranty
Cummins will pay for all parts and labor needed to repair the damage to the Engine resulting from a Warrantable Failure.

Cummins will pay for the lubricating oil, antifreeze, filter elements, belts, hoses and other maintenance items that are not reusable due to the Warrantable Failure.

Cummins will pay for reasonable labor costs for Engine removal and reinstallation when necessary to repair a Warrantable Failure.

Cummins will pay reasonable costs for towing a vehicle disabled by a Warrantable Failure to the nearest authorized repair location when necessary to make the repair for the first 2 years from the date of delivery of the Engine to the first user. In lieu of towing expenses, Cummins will pay reasonable costs for mechanics to travel to and from the location of the vehicle, including meals, mileage and lodging, when the repair is performed at the site of the failure.

During The Extended Major Components Warranty
Cummins will pay for the repair or, at its option, replacement of the defective Covered Part and any Covered Part damaged by a Warrantable Failure of the defective Covered Part.

Owner Responsibilities

During The Base Engine Warranty
Owner is responsible for the cost of lubricating oil, antifreeze, filter elements and other maintenance items provided during Warranty repairs unless such items are not reusable due to the Warrantable Failure.

During The Extended Major Components Warranty
Owner is responsible for the cost of all labor needed to repair the Engine, including the labor to remove and reinstall the Engine. When Cummins elects to repair a part instead of replacing it, Owner is not responsible for the labor needed to repair the part.

Owner is responsible for the cost of all parts required for the repair except for the defective Covered Part and any Covered Part damaged by a Warrantable Failure of the defective Covered Part.

Owner is responsible for the cost of lubricating oil, antifreeze, filter elements and other maintenance items replaced during the repair.

During The Base Engine And Extended Major Components Warranties
Owner is responsible for the operation and maintenance of the Engine as specified in the applicable Cummins Operation and Maintenance Manual. Owner is also responsible for providing proof that all recommended maintenance has been performed.

Before the expiration of the applicable Warranty, Owner must notify a Cummins distributor, authorized dealer or other repair location approved by Cummins of any Warrantable Failure and make the Engine available for repair by such facility. Except for Engines disabled by a Warrantable Failure during the first two years from the date of delivery of the Engine to the first user, Owner must also deliver the Engine to the repair facility.

Service locations are listed on the Cummins Worldwide Service Locator at cummins.com.

Owner is responsible for communication expenses, meals, lodging and similar costs incurred as a result of a Warrantable Failure.

Owner is responsible for non-Engine repairs and for "downtime" expenses, passenger delays, fines, all applicable taxes, all business costs and other losses resulting from a Warrantable Failure.

Limitations

Engines with an emissions certification listed below must be operated using only diesel fuel having no more than the corresponding maximum sulfur content. Failure to use the specified fuel as listed in the Cummins Fuel Bulletin #3379001 Table 1 (Cummins Inc. Required Diesel Fuel Specifications) can damage the Engine and aftertreatment system within a short period of time. This damage could cause the Engine to become inoperable and failures attributable to the use of incorrect fuels will be denied Warranty Coverage. Fuel specifications also need to comply with local fuel regulations (EN590 for Europe and ASTM D975 for North America) for Warranty eligibility.

Maximum sulfur levels by emissions certification level as listed on the Engine's dataplate are:

EPA 2007/2010/2013	max. 15 parts per million
EPA Tier 4 Interim / Final	max. 15 parts per million
EU Stage IIIB 2011	max. 15 parts per million
Euro 4/5	max. 50 parts per million
Euro 6	max. 10 parts per million

Cummins is not responsible for failures or damage resulting from what Cummins determines to be abuse or neglect, including, but not limited to: operation without adequate coolants or lubricants; overfueling; overspeeding; lack of maintenance of lubricating, cooling or intake systems; improper storage, starting, warm-up, run-in or shutdown practices; unauthorized modifications of the Engine.

Any unauthorized modifications to the aftertreatment system could negatively effect emissions certification and void the Warranty.

Cummins is also not responsible for failures caused by incorrect oil, fuel or diesel exhaust fluid or by water, dirt or other contaminants in the fuel, oil or diesel exhaust fluid.

This Warranty does not apply to accessories which bear the name of another company. This category includes, but is not limited to: alternators, starters, fans, air conditioning compressors, clutches, filters, transmissions, torque converters, vacuum pumps, power steering pumps and air compressors. Cummins branded alternators and starters are covered for the first two years from the date of delivery of the Engine to the first user, or the expiration of the Base Engine Warranty, whichever occurs first.

Excessive oil consumption for ISV and B Series Engines is covered for the duration of the Coverage. Before a claim for excessive oil consumption will be considered, Owner must submit adequate documentation to show that consumption exceeds Cummins published standards.

Failures of belts and hoses supplied by Cummins are not covered beyond the first year from the date of delivery of the Engine to the first user or the expiration of the applicable Base Engine Warranty, whichever occurs first.

Parts used to repair a Warrantable Failure may be new Cummins parts, Cummins approved rebuilt parts or repaired parts. Cummins is not responsible for failures resulting from the use of parts not approved by Cummins.

A new Cummins or Cummins approved rebuilt part used to repair a Warrantable Failure assumes the identity of the part it replaced and is entitled to the remaining Coverage hereunder.

Cummins, Inc. reserves the right to interrogate Electronic Control Module (ECM) data for purposes of failure analysis.

CUMMINS DOES NOT COVER WEAR OR WEAROUT OF COVERED PARTS.

CUMMINS IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

THESE WARRANTIES AND THE EMISSION WARRANTY SET FORTH HEREINAFTER ARE THE SOLE WARRANTIES MADE BY CUMMINS IN REGARD TO THESE ENGINES. CUMMINS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OR OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Emission Warranty

Products Warranted

This Emission Warranty applies to new Engines marketed by Cummins that are used in the United States** or Canada in vehicles designed for transporting persons or property on a street or highway. This Warranty applies to Engines delivered to the ultimate purchaser on or after January 1, 1996.

Coverage

Cummins warrants to the ultimate purchaser and each subsequent purchaser that the Engine is designed, built and equipped so as to conform at the time of sale by Cummins with all U.S. federal emission regulations applicable at the time of manufacture and that it is free from defects in material or factory workmanship which would cause it not to meet these regulations within the longer of the following periods: (A) Five years or 100,000 miles (160,935 kilometers) of operation, whichever occurs first, as measured from the date of delivery of the Engine to the ultimate purchaser, or (B) The Base Engine Warranty.

If the vehicle in which the Engine is installed is registered in the state of California, a separate California Emission Warranty also applies.

Limitations

Engines with an emissions certification listed below must be operated using only diesel fuel having no more than the corresponding maximum sulfur content. Failure to use the specified fuel as listed in the Cummins Fuel Bulletin #3379001 Table 1 (Cummins Inc. Required Diesel Fuel Specifications) can damage the engine and aftertreatment system within a short period of time. This damage could cause the engine to become inoperable and failures attributable to the use of incorrect fuels will be denied Warranty Coverage. Fuel specifications also need to comply with local fuel regulations (EN590 for Europe and ASTM D975 for North America) for Warranty eligibility.

Maximum sulfur levels by emissions certification level as listed on the Engine's dataplate are:

EPA 2007/2010/2013	max. 15 parts per million
EPA Tier 4 Interim / Final	max. 15 parts per million
EU Stage IIIB 2011	max. 15 parts per million
Euro 4/5	max. 50 parts per million
Euro 6	max. 10 parts per million

Failures, other than those resulting from defects in material or factory workmanship, are not covered by this Warranty.

Cummins is not responsible for failures or damage resulting from what Cummins determines to be abuse or neglect, including, but not limited to: operation without adequate coolants or lubricants; overfueling; overspeeding; lack of maintenance of lubricating, cooling or intake systems; improper storage, starting, warm-up, run-in or shutdown practices; unauthorized modifications of the Engine.

Any unauthorized modifications to the aftertreatment system could negatively effect emissions certification and void the Warranty.

Cummins is also not responsible for failures caused by incorrect oil, fuel or diesel exhaust fluid or by water, dirt or other contaminants in the fuel, oil or diesel exhaust fluid.

Cummins is not responsible for non-Engine repairs, "downtime" expenses, cargo damage, fines, all applicable taxes, all business costs or other losses resulting from a Warrantable Failure.

CUMMINS IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

* A vehicle used to transport students to and from school. Vehicle must be painted yellow, should have warning lights and the words 'SCHOOL BUS' written on the front and rear roof caps. The requirements pertaining to paint color, warning lights and 'SCHOOL BUS' inscription would not apply if the vehicle is exclusively used to transport students for school related activities and it is owned by a school district.

** United States includes American Samoa, the Commonwealth of Northern Mariana Islands, Guam, Puerto Rico and the U.S. Virgin Islands.

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U.S.A.

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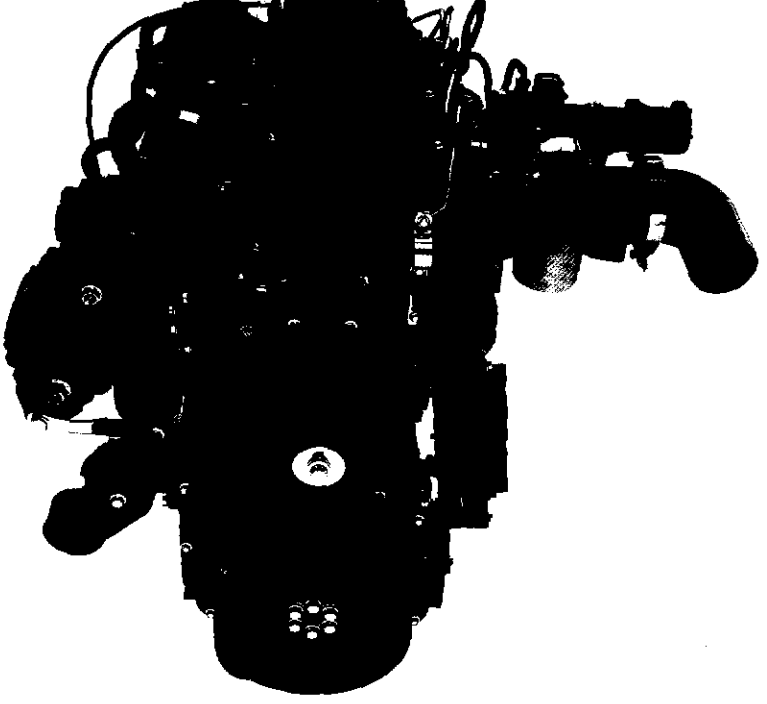
Cummins

EVERY™ ROUTE.



The Cummins ISB is the perfect engine to power your school bus. Reliable, efficient and quiet, the ISB delivers the power you need to transport students on time, safely and dependably.

Cummins B Series family of engines has long been the preferred choice of school bus operators. The ISB EPA '07 takes this legendary family a leap forward. Exhaust emissions are reduced by 90%. Ratings are increased to 325 hp. Yet the ISB EPA '07 maintains its excellent fuel efficiency.

To achieve this balance of improved emissions and performance, we've increased the displacement, enhanced the electronic engine controls, added a Variable Geometry Turbocharger (VG Turbo) and increased the number of injection events per combustion cycle. These upgrades enhance the position of the ISB as the quietest engine in its class, a big safety factor in school buses, along with improving vehicle performance. Plus, the ISB continues to lead its class with the lowest total cost of ownership.

At 6.7 liters (a 13% increase in displacement), this new ISB delivers increased power, performance and productivity. Enhancements to the High Pressure Common Rail fuel system deliver the optimum balance of performance, emissions control and fuel economy across the entire operating range. The aftertreatment system is designed to operate automatically, with no impact on vehicle performance.

Ratings

Engine Model	Advertised Horsepower (kW)	PeakTorque lb-ft (N•m) @ rpm	Governed Speed
ISB 325	325 (243)	750 (1017) @ 1800	2600 rpm
ISB 300	300 (224)	620 (841) @ 1600	2600 rpm
ISB 280	280 (209)	660 (895) @ 1600	2600 rpm
ISB 260	260 (194)	620 (841) @ 1600	2600 rpm
ISB 240	240 (179)	620 (841) @ 1600	2600 rpm
ISB 240	240 (179)	560 (759) @ 1600	2600 rpm
ISB 220	220 (164)	520 (705) @ 1600	2600 rpm
ISB 200	200 (149)	520 (705) @ 1600	2600 rpm

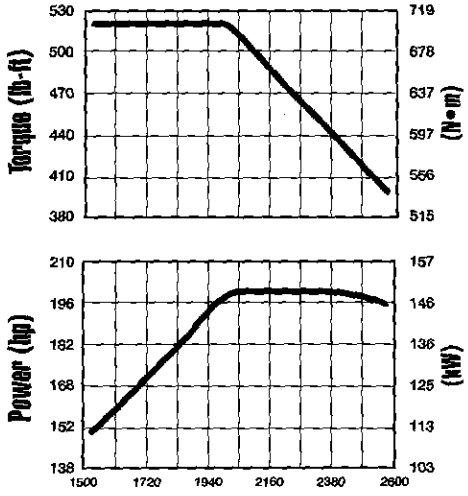
Specifications

Advertised Horsepower	200-325 hp	149-243 kW
Peak Torque	520-750 lb-ft	705-1017 N•m
Governed Speed	2600 rpm	
Clutch Engagement Torque	400 lb-ft	542 N•m
Number of Cylinders	6	
Oil System Capacity	4.0 U.S. gallons	15.1 liters
System Weight	1,190 lb	540 kg
Engine (dry)	1,150 lb	522 kg
Aftertreatment*	40 lb	18 kg

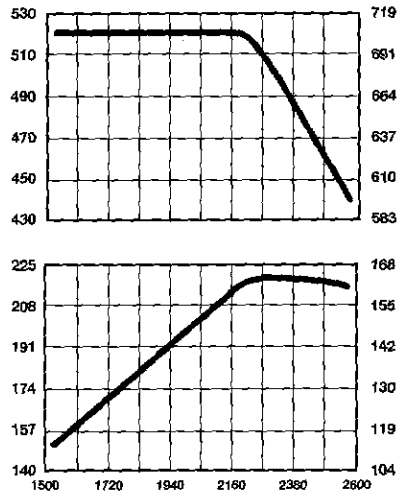
*Increase over standard muffler.

ISB TORQUE AND POWER CURVES

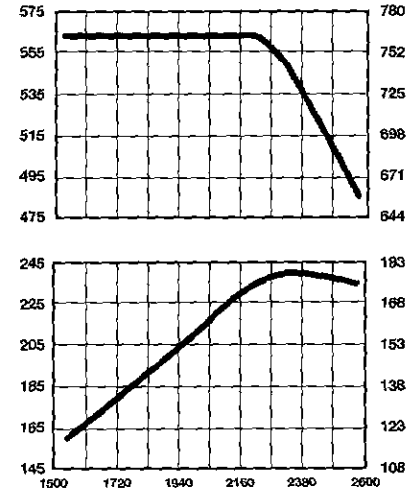
200 HP/520 LB-FT @ 1600
149 kW/705 N•M @ 1600 FR 91655



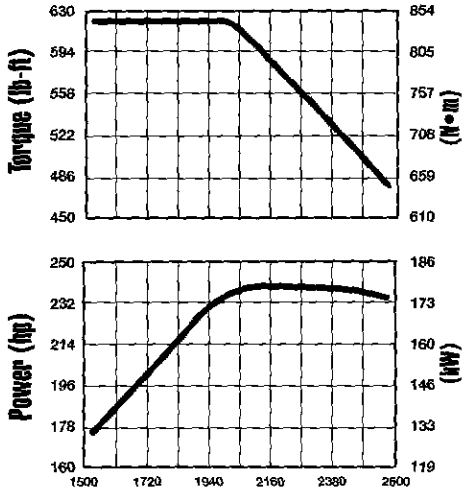
220 HP/520 LB-FT @ 1600
164 kW/705 N•M @ 1600 FR 91656



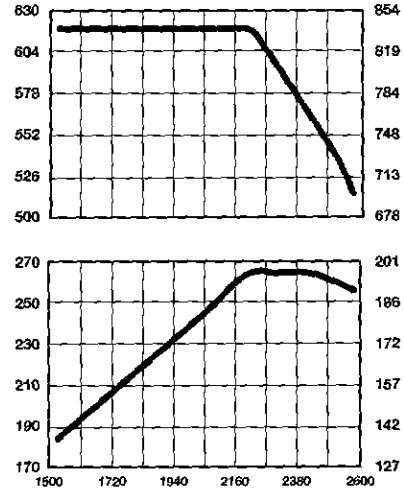
240 HP/568 LB-FT @ 1600
179 kW/759 N•M @ 1600 FR 92020



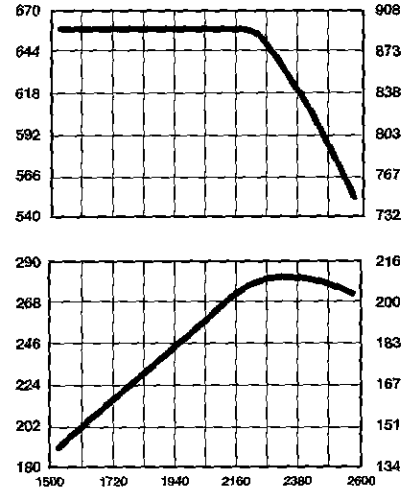
240 HP/620 LB-FT @ 1600
179 kW/841 N•M @ 1600 FR 92166



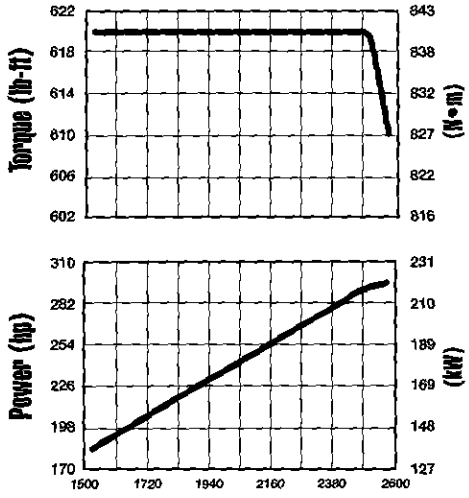
260 HP/620 LB-FT @ 1600
194 kW/841 N•M @ 1600 FR 91657



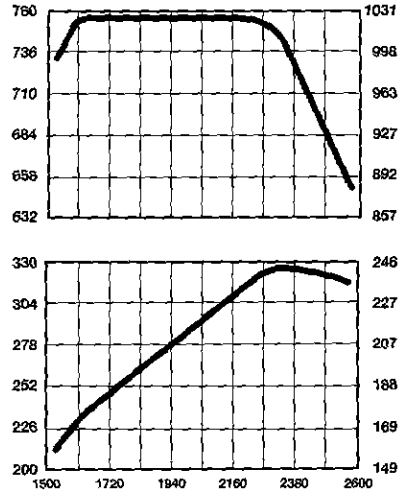
280 HP/660 LB-FT @ 1600
208 kW/895 N•M @ 1600 FR 91959



300 HP/620 LB-FT @ 1600
224 kW/841 N•M @ 1600 FR 91659



325 HP/750 LB-FT @ 1800
243 kW/1017 N•M @ 1800 FR 91660



Cummins is a pioneer in product improvement. Thus specifications may change without notice. Illustrations may include optional equipment.

ISB Maintenance Intervals.

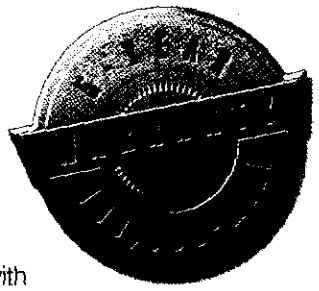
	Miles Kilometers	Hours	Months
Oil and Filter	15,000 24,000	500	6
Fuel Filter	15,000 24,000	500	6
Coolant Filter	None*	None*	None*
Overhead Adjustment	150,000 241,500	5,000	48
Coalescing Filter	60,000 90,000	2,500	24
Particulate Filter Cleaning	200,000 - 400,000 320,000 - 640,000		

*If engine is equipped with an optional coolant filter, it will need to be replaced on the same intervals as the oil filter.

The Cummins Particulate Filter is designed to last the life of your engine. Regeneration is fully automated and controlled by the ECM. See Owner's Manual for complete details.

Every Repair.

- INSITE™ – For years Cummins INSITE software has been making it easy for technicians to troubleshoot, repair and service our electronic engines through easy-to-follow steps on your computer. Providing the kind of uptime you demand from your buses.
- QuickServe® Online – Gives Cummins school bus fleets rapid access to parts and service information for over nine million engine serial numbers. Part numbers and diagrams, maintenance information and service bulletins, warranty details and more are available every minute of every day via quickserve.cummins.com.



Every Confidence.

Cummins base engine coverage for school buses is 5-year/100,000-mile (160,935 km) total coverage, with 3-year/300,000-mile (482,804 km) major components coverage. Coverage includes full parts and labor on warrantable failures, and all consumables not reusable due to covered failure, with no deductible.

Every Coverage.

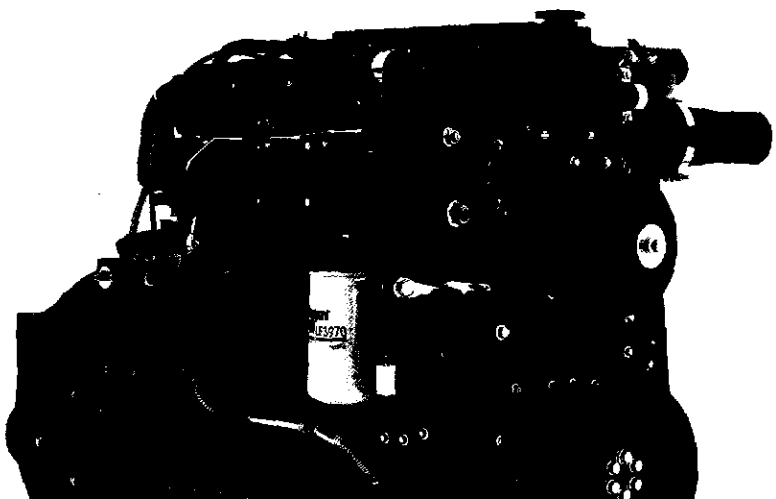
Cummins offers extended coverage options on the ISB engine that are among the best in the school bus industry. For specific details, contact your local distributor.

Every Question. Answered.

- Service Network – Cummins engines are backed by nearly 3,500 authorized parts or service outlets in North America.
- Customer Assistance Center – Call the Cummins specialists for technical assistance and service locations at 1-800-DIESELS (1-800-343-7357).
- Cummins E-Mail – For online assistance to Cummins-related questions, click the Contact Us link in the header at everytime.cummins.com.
- Cummins Web Site – For product literature or additional information, log on to everytime.cummins.com.
- Cummins Online Registration – Register all your Cummins engines quickly and easily at everytime.cummins.com to ensure quality parts and service for your engine.

Features And Benefits.

- Responsiveness and Reliability – The VG Turbo features enhanced response and control with electric actuation for infinite adjustment, providing exact boost across the operating range. The patented sliding-nozzle design increases reliability, durability.
- Quietest Operation – An increased number of injection events per combustion cycle along with a rear gear train design keep the ISB the quietest diesel in its class, providing increased safety and driver comfort.
- Exceptional Power-to-Weight Ratio – Up to 325 hp and 750 lb-ft of peak torque, from an engine that weighs just 1,150 lb.
- Lower Operating Costs – Lowest total cost of ownership over the 15-year life of your school bus. Optimized to provide exceptional fuel economy, long maintenance intervals, ease of repair and cost-effective overhaul options.
- Clean, Efficient Operation – High Pressure Common Rail fuel injection and cooled Exhaust Gas Recirculation (EGR) combine with the Cummins Particulate Filter to ensure complete combustion while reducing particulate matter by more than 90%. The total package from air intake to exhaust has been designed and manufactured by Cummins for uncompromising performance and reliability with minimum maintenance.



Electronic Features.

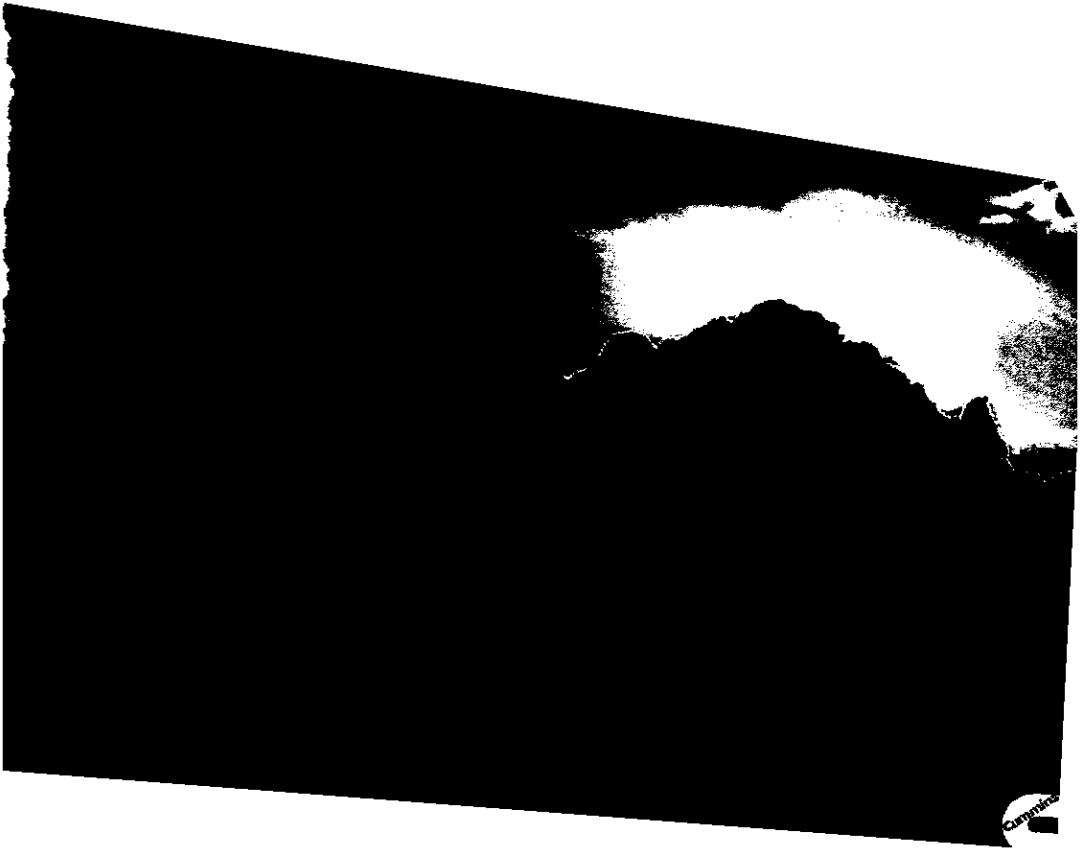
The electronic hardware and software on the ISB use a common architecture with all other Cummins engines, technology that is time-tested and proven. Plus, the ISB has every diagnostic, maintenance monitoring and engine protection feature that you need.

Dependability. Every Day And Every Year.

Cummins ISB is designed for years of dependable service. The proven B Series block has been designed for even greater structural capability. Targeted piston-cooling nozzles lower piston temperatures for increased durability in lower ratings, while gallery cooling achieves the same goal in higher horsepower ratings. Plus, it features a state-of-the-art Fleetguard® oil filter for extended component and engine life.

Optional Equipment.

- You can replace the standard 15.2 cfm WABCO air compressor with either an 18.7 or 30.4 cfm unit.
- Water-in-fuel sensor alerts drivers of water buildup in the fuel filter. This is a warning sign that there may be excess water in the fuel, which could cause performance and durability problems.
- An innovative oil level sensor operates like an electric dipstick, eliminating the need for the daily check of oil level.
- A larger 18-quart oil pan allows longer oil change intervals.


Cummins

TERMS AND CONDITIONS OF ALLISON STANDARD WARRANTY AND EXTENDED TRANSMISSION COVERAGE

Effective July 1, 2006

STANDARD WARRANTY

All Allison automatic transmissions carry Standard Warranty based upon Vocational Model Series and vocations*. Standard Warranty includes 100% parts and labor for designated coverage period. Mileage limitations for specific Vocational Model Series and/or vocations may apply. See following charts for details as to coverage periods.

EXTENDED TRANSMISSION COVERAGE

In addition to Standard Warranty Coverage, Allison Transmissions are eligible for Extended Transmission Coverage. Extended Transmission Coverage is available for purchase through authorized Allison Distributors and Dealers and increases the coverage period to five years**. Coverage details are shown in the following charts. Extended Transmission Coverage begins at the end of the Standard Warranty coverage period.

COVERAGE REQUIREMENTS: Use of TranSynd™ synthetic transmission fluid or TES-295*** fluid is required. Failure to use TranSynd or TES-295 fluid may result in no coverage for repairs beyond the Standard Warranty period. TranSynd or TES-295 fluid must be installed during the first fluid change or one month following the Extended Transmission Coverage registration, whichever occurs later.

COVERAGE PRICING

Suggested retail prices are established for each transmission vocational model/vocation combination.

The terms and conditions under which Allison Transmission offers Extended Transmission Coverage are set forth on the back of the Extended Transmission Coverage Agreement Registration, available from any authorized Allison Transmission Distributor or Dealer.

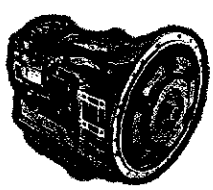
Pricing details are shown in the following charts. Prices and/or coverage are subject to change without notice. For current prices and coverage information, go to www.allisontransmission.com.

* See Warranty Parchment for exact coverage details.

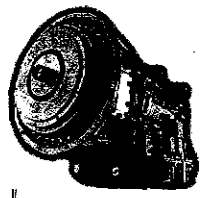
** See page 5 for Motorhome Series coverage details.

*** Fluids which have been tested by independent testing laboratories as conforming to TES-295 specifications and results have been reviewed and approved by Allison Transmission Engineering Department.

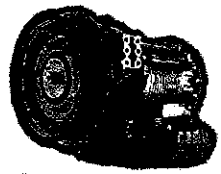
NOTE: The Allison Advantage Program (AAP) pricing shown in the following charts refers to an Allison/OEM partner program entered into by OEMs and Allison Transmission in 2003.



1000 HS, 2100 HS, 2200 HS, 2500 HS



3000 HS



4000 HS, 4500 HS

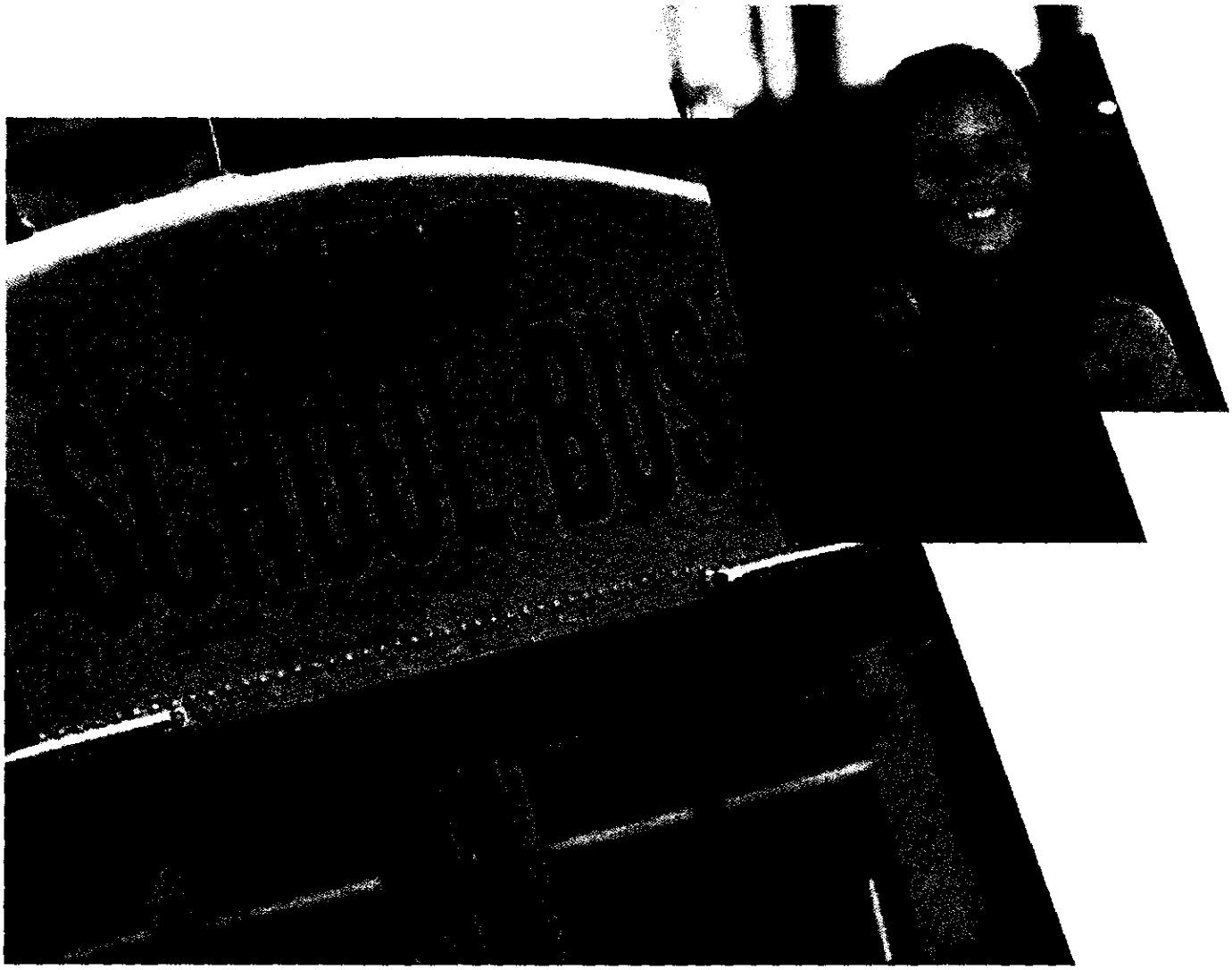
HIGHWAY SERIES

Model / Vocation	Standard Warranty Years of Coverage	Extended Transmission Coverage*			
		Two Years Coverage		Three Years Coverage	
		AAP Pricing	Standard Pricing	AAP Pricing	Standard Pricing
2100 HS					
P&D and Beverage	4	$300	$390	N/A	N/A
Utility and Other	3	$400	$520	N/A	N/A
2500 HS					
P&D and Beverage	2	$315	$410	N/A	N/A
Utility and Other	3	$400	$520	N/A	N/A
3000 HSR					
P&D and Beverage	2	N/A	N/A	$700	$910
Utility and Other	2	N/A	N/A	$1100	$1,430
4000 HSR					
P&D and Beverage	2	N/A	N/A	$1,800	$2,340
Utility and Other	2	N/A	N/A	$1,800	$2,340
4500 HSR					
P&D and Beverage	2	N/A	N/A	$1,800	$2,340
Utility and Other	2	N/A	N/A	$1,800	$2,340

Existing mileage and hour limitations may apply.

* Extended Transmission Coverage is available for purchase through authorized Allison Distributors and Dealers, for a total of five (5) years coverage.

Reliability
Where You Need It Most



The Allison Pupil Transport Series™
Head Of The Class

Allison Transmission.

Best In Class

Allison Transmission has built a reputation on our ability to manufacture transmissions that last. Allison Automatics are commercial-duty transmissions designed to withstand the rigors of heavy-duty usage and engineered to meet the demands of your particular fleet while providing outstanding value.

APPROXIMATE RESALE VALUE OF A MEDIUM-DUTY VEHICLE EQUIPPED WITH AN ALLISON TRANSMISSION IS UP TO $2,600 HIGHER WHEN COMPARED

TO A MEDIUM-DUTY VEHICLE EQUIPPED WITH A FORD® AUTOMATIC TRANSMISSION
BASED ON DATA FROM THE APRIL 2014 TRUCK BLUE BOOK

Industry-Leading Heritage

Student safety starts with durable, reliable transportation. When we introduced our fully automatic transmission, we immediately revolutionized school bus transportation by adding unmatched reliability to driver and student comfort.

Today, nearly all large school buses in the U.S. are equipped with Allison transmissions. And thanks to superior reliability, durability and improved safety, a growing number of school systems around the world rely on Allison.

More Control

Allison offers several model choices, giving you ultimate control over selecting the features and power you need.

Purchasing the right automatic transmission to transport your precious cargo is an important decision. With an Allison, not only are you choosing the industry leader, but you are choosing the transmission that has been proven for decades to work in the school bus industry.

Allison understands the importance of providing its customers with dependable and durable products that are easy and cost-effective to maintain year after year.

Allison Advantages

- Continuous Power Technology™ increases performance and productivity in stop-and-go traffic, even with lower-rated engines
- Easy maintenance reduces downtime and costs with extended product life
- Helical gear design lowers noise emissions
- Greater safety and passenger comfort increase driver satisfaction
- Unmatched and proven reliability in school buses for decades
- Improved fuel-efficient operation with FuelSense® packages
- The Allison Pupil Transport Series™ transmission comes with up to a five year warranty

"Allison has been a dependable transmission for us."

Enoch Long
Fleet Manager of San Diego Unified School District

THE ALLISON ADVANTAGE IS OBVIOUS

FORD® 6R140 - **UNPROVEN**	ALLISON 2000 SERIES™ - **PROVEN**	ALLISON 3000 SERIES™ - **PROVEN**
Ford® Shaft • 1.16" diameter • 18.20" overall component length	**Allison Shaft** • 1.26" diameter • 13.61" overall component length **Shorter, sturdier shaft has increased strength and reliability vs. Ford®**	• 1.61" diameter • 11.40" overall component length **Shorter, sturdier shaft has increased strength and reliability vs. Ford®**
Ford® Smallest Clutch • 110.57 sq. in. of clutch material • 7 plates	**Allison C1 Smallest Clutch** • 119.73 sq. in. of clutch material • 7 plates **Allison 2000 Series™ has 8.3% more clutch material vs. Ford® for better holding force and delivering more power to the drive wheels**	• 192 sq. in. of clutch material • 6 plates **Allison 3000 Series™ has 73.6% more clutch material vs. Ford® for better holding force and delivering more power to the drive wheels**
Ford® Clutch (used to hold 1st gear) • 127.82 sq. in. of clutch material • 5 plates	**Allison C5 Clutch** • 184.29 sq. in. of clutch material • 5 plates **44.2% more clutch material vs. Ford® which holds 1st gear and lasts longer in the toughest operation**	• 354.30 sq. in. of clutch material • 7 plates **Almost 3x more clutch material vs. Ford® which holds 1st gear and lasts longer in the toughest operation**
Ford® Park Pawl • 0.41" thick, 0.58 lb. • Stamped process	**Allison Park Pawl** • 0.71" thick, 1 lb. • Wrought steel forging process **Heavy-duty park pawl better secures vehicle when you need it most**	**Park pawl on 3000 Series™ not applicable due to vehicle requirements**

It's no coincidence that Allison fully automatic transmissions last longer and perform better than transmissions from other manufacturers. Our patented torque converter moves power smoothly from the engine to the drivetrain, reduces engine stress and is more comfortable for drivers and students alike. And with no mechanical clutches to wear out or adjust, your bus can stay on the route longer, doing what it's meant to do...get kids to and from school.

Ford is a registered trademark of Ford Motor Company.

Our extensive network of over 1,200 Allison Authorized Distributors and Dealers in North America means convenient, factory-quality Allison Transmission service is always close at hand.

One Allison Way
Indianapolis, Indiana USA 46222-3271

Information or specifications subject to change without notice or obligation.

allisontransmission.com

SA7469EN (2014/09)
ISO/QS 9000 and ISO 14001 Certified

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Allison Transmission

For your safety and protection against serious injury or death, the following safety precaution and maintenance instruction must be observed at all times.

IMPORTANT SAFETY CHECK LISTS

- Check tire air pressure periodically.
- Inspect tire for uneven treadwear, cracks, bulges or any sign of foreign material or trauma.
- Remember to check your tire load carrying capacity and speed ratings.
- Check your tire life. Tires must be replaced when tread is worn down to 2/32".
- Never overload your vehicle, check tire load carrying capacity or vehicle owner's manual for the maximum recommended load.

TIRE INFLATION PRESSURE

Warning : Under inflated and/or overloaded tires pose a safety risk. The National Highway Traffic Safety Administration (NHTSA) estimates that under inflated tires contribute to more than 600 fatalities and 33,000 injuries each year.

A tire can lose up to half of its air pressure and not appear to be flat! Do you know your tires are more likely than not under-inflated? Results of a tire pressure survey conducted by RMA (Rubber Manufacturers Association) show:

- Only 9% of vehicles had all 4 tires properly inflated.
- 50% of vehicles had at least one tire under inflated.
- 19% of vehicles had at least one tire under inflated by 8 PSI.
- 26% of vehicles had at least one tire under inflated by 6 PSI.
- 38% of vehicles had at least one tire under inflated by 4 PSI.

Under Inflation: Under inflation (or tire over loading) lead to tire failures, which often result in serious personal injury or death. Among the mode of tire failures are tread/belt separations, sidewall flex breaks and crack formation, among others. Tires run hotter when under inflated which can lead or contribute to tire failure. Under Inflation also adversely affect fuel economy, tire wear and vehicle handling.

Proper Inflation: Proper tire inflation is essential for optimum performance and longevity of the tire. A U. S. Department of Energy study shows that "properly inflated tires can improve fuel efficiency by 3.3%. So, what is the proper inflation for my tires and where can I find it? For original equipment tires or replacement tires with the same size and load rating, proper inflation is specified by the vehicle manufacturer shown on a placard that can be found on the door edge, door post, glove compartment door or gas tank door. It can also be found in the owner's manual. For plus sized replacement tires consult your local dealer or tire manufacturer. Proper inflation information is NOT stamped on the sidewall of the tire. The inflation pressure shown on the sidewall of the tire is the maximum inflation pressure for that tire.

Check Tire Inflation Pressure Regularly. Tire inflation pressure must be checked at least once a month and before each and every long trip. The tire air pressure must be checked when the tires are cold, in the morning, before doing any driving. At all times visually check tires for nails or other objects embedded in the tread which can cause air leak. Also never bleed or reduce inflation pressure when tires are hot. Over inflation must also be avoided as it can cause uneven wear at the center of tire tread and make the tire more susceptible to road hazards.

Automated Tire Inflation System (ATIS) or Tire Pressure Monitoring System (TPMS): These systems need to be properly installed and maintained to deliver the benefits they provide. ATIS or TPMS units are NOT a replacement for monthly tire pressure checks with a tire gauge. Tire pressure should be manually adjusted accordingly with temperature fluctuations.

TIRE DAMAGE

Inspect your tires frequently for uneven wear, scrapes, bulges, separations, cuts, snags and other damage from road hazards. Damage from impact can occur to the inner part of your tire without being visible to the outside. If you have any doubt that your tire has been damaged from hitting a pothole, curb or debris on the road, tires must be removed from the wheel and inspected for damage by a qualified person such as Hankook authorized dealer. Uneven wear can lead to internal damage or separation.

TIRE LOAD

The load carrying capacity of the replacement tire must always equal or exceed the load carrying capacity of the original equipment tire. Tires that are loaded in excess of allowable maximum can build up heat to cause sudden air loss.

SPEED

When replacing tires, consult the placard or the owner's manual for correct size and speed rating. The speed rating of the replacement tires must be equal to or greater than the speed rating of the tire

being replaced to maintain the speed capability of the vehicle. Speed ratings do not imply that the vehicle can be safely driven at the maximum speeds for which the tire is rated. Serious injury or death may take place if you drive your vehicle in an unsafe or unlawful manner. Hankook's speed symbol designations are verified and comply with regulatory indoor test in accordance with ECE-R30,54 test (Economic council for Europe : Procedure Load / Speed performance test for tires). These symbols are not applicable to the repaired tires.

Category	Maximum Speed	
G	90 km/h	55 mph
J	100 km/h	62 mph
K	110 km/h	68 mph
L	120 km/h	74 mph
M	130 km/h	80 mph
N	140 km/h	87 mph
P	150 km/h	93 mph
Q	160 km/h	99 mph

Speed symbol can be shown from the tire size for example P205/60R15 90 (H)

Category	Maximum Speed	
P	170 km/h	105 mph
S	180 km/h	112 mph
T	190 km/h	118 mph
U	200 km/h	124 mph
H	210 km/h	130 mph
V	240 km/h	149 mph
W	270 km/h	168 mph
Y	300 km/h	186 mph

CHECK TIRE LIFE

Tires have six built-in treadwear indicators that warn you when it is time to replace your tires. These indicators are raised ribs 2/32 inches height sections spaced intermittently in the bottom of the tread grooves. When they appear even with the outside of the tread, it is time to replace your tires immediately.

TIRE MOUNTING

Tire mounting and inflation can be dangerous and shall be done only by specially trained persons using proper tools and procedures. Always refer to the Rubber Manufacturers Association mounting procedure. Serious physical injury or death may result from explosion of tire / rim assembly due to improper mounting. A tire bead diameter must always match the diameter of the rim on which it is being mounted. When inflating /dismounting RV tires, approved OSHA safety cages must be used. Never stand, lean or reach over the assembly while inflating tires.

ALIGNMENT

Proper alignment is essential is providing optimal tire wear and vehicle traction/handling. Vehicle manufacturers recommendations should be followed when setting alignment. Alignment adjustments should be made with the truck loaded when possible. It is important to have steer, drive and trailer positions aligned properly.

TIRE ROTATION

Tires should only be rotated when necessary or when irregular wear is experienced. Vehicle manufacture rotation pattern recommendations should be followed. There is no restriction on criss cross rotation. Directional tires should be mounted in the direction of rotation. Rotating tires to spin in the opposite direction of the original position can be beneficial to combat irregularly worn tires.

TIRE REPAIR

Make sure any repair shall be done by a specially trained person who knows proper repair and inspection procedure. Never repair tires worn below the treadwear indicators (2/32nds of an inch of tread remaining tread depth). Punctures through the tread can be repaired if they are not too large, but punctures to the sidewall should not be repaired at any time. Tire's internal structural damage may occur during the service, even if the tire was properly repaired.

SERVICE ASSISTANT OR CUSTOMER SATISFACTION

First contact the nearest Hankook Dealer. For the dealer information or additional technical information, call the
toll-free customer technical service number:
1-800-HANKOOK or log on to Hankook Tire Web Site:
www.hankooktireusa.com

WARRANTY TERMS

This limited warranty applies to the original purchaser of any new tire manufactured by HANKOOK Tire Co., Ltd bearing Department of Transportation prescribed tire identification numbers. Eligible tires shall be used on the vehicle on which they were originally installed according to the vehicle manufacturer's or Hankook's recommendation. This warranty applies if all following qualification requirements are met:

- The tire was purchased after January 1, 2016.
- The tire is a size, load rating and speed rating equal to or greater than that recommended by the vehicle manufacturer.
- The tire has not become unserviceable due to a condition listed under WHAT IS NOT COVERED.

WHAT IS WARRANTED AND FOR HOW LONG

Should any tire covered by this limited warranty become unusable due to a workmanship or material related condition
during its usable tread life (more than 2/32" remaining tread), Hankook will give a credit on the following conditions:

1. During the first 2/32nds of the original usable tread and one year from date of purchase: Tire will be replaced with a comparable new Hankook produced tire free of charge. Applicable taxes on the new tire and cost of mounting, balancing and any other charges in connection with the replacement of the tire are required to be paid by the owner.
2. After the first 2/32nds of the original usable tread or after one year from date of purchase, whichever occurs first: The amount of the credit will be determined by multiplying the pre-determined adjustment price for the tire (excluding taxes) by the percentage of original tread depth remaining on the tire.

- Free replacement workmanship warranty is not applicable to snow tires.

WHAT IS NOT COVERED

This limited warranty does not apply to tires which are being serviced under the following conditions:

- Outside of the Continental United States.
- Willful Abuse / Collision / Wreck / Fire.
- Continued use while flat or severe under/over inflation.
- Road Hazards including without limitation, puncture, cut, impact break, stone drill, bruise, bulge, snag, collision.
- Premature or irregular wear due to vehicle mechanical reason.
- Conditions resulting from without limitation, improper mounting/demounting, under inflation, improper tire size,
  improper repair, defect in vehicle, abuse.
- Ozone or weather cracking on tires over four (4) years old from the date of manufacture.
- Ride disturbance complaints after 2/32 tread wear or 1 year from date of purchase, whichever occurs first.
- With less than 2/32" remaining depth.
- With the serial number cut or buffed.
- Racing and Misapplication.
- Tires 6 years or older from the date of manufacture or 5 years or older from the date of purchase.
- Loss of time or use, inconvenience or any incidental or consequential damage.

* Note: Consequential damage mentioned above may not apply to you based on States limitation.

OWNER'S GENERAL OBLIGATION

In order to be eligible for HANKOOK's limited warranty program, the owner must observe the following:

- Present the tire to an authorized Hankook dealer in the Continental United States of America.
- Submit or present a copy of the original purchase receipt.
- Complete and sign a Hankook Claim Form which is available at any authorized dealer.
- End users should complete the warranty card which is available at authorized Hankook dealers for tread wear mileage warranty and mail it to Hankook Tire America Corp. (1450 Valley Road, Wayne NJ 07470. Attn: Technical Department) within 30 days from the date of purchase.
- If the tire owner abuses the tires by failing to do the following, but not limited to observe safety warnings, maintain proper inflation pressure, maintain vehicle alignment and tire rotation, expected tire performance or life may not be achieved and your safety cannot be ensured.

CASING WARRANTY

1. Casing of Hankook steel radial truck & bus tires are warranted when tire becomes unserviceable or unretreaded due to factors within manufacturer's condition, Hankook will provide predetermined casing allowance.

HANKOOK

2. Casing warranty is valid through the 2nd retreaded life for five (5) years from the date of manufacture. (AL11, AL07+, DL11 casing warranty is valid through the 3rd retreaded life for seven (7) years from the date of manufacture).
* E3 wide (DL07 &TL07) casing warranty valid through 1st retread for five (5) years from date of manufacture.
3. Retreading allowance is warranted for some limited products besides casing policy based upon remaining casing allowance.
4. Tires used in mining & logging service are not covered under this warranty.
5. Casing & retreading allowance are as follows:

CASING ALLOWANCE

SIZE	CASING ALLOWANCE
8R19.5, 225/70R19.5	$30.00
245/70R19.5, 265/70R19.5	$30.00
10R22.5	$60.00
255/70R22.5, 275/70R22.5	$65.00
315/80R22.5	$75.00
10.00R20	$70.00
11.00R20, 12.00R20, 12.00R24	$80.00
12R22.5	$85.00
385/65R22.5, 425/65R22.5, 445/65R22.5	$85.00
295/75R22.5, 11R22.5	$90.00
285/75R24.5, 11R24.5	$95.00
445/50R22.5	$110.00

RETREADING ALLOWANCE

TREAD DEPTH REMAINING (inches)	TOTAL ALLOWANCE RETREADED TIRES (CASING ALLOWANCE + RETREADING ALLOWANCE)
More than 14/32	$45.00 + Casing Allowance
8/32 to 14/32	$30.00 + Casing Allowance
Less than 8/32	Casing Allowance Only

*For 19.5 inches or smaller sizes, only casing llowances warranted.
*Tires used in mining and logging service are not covered under this warranty.

DISCLAIMER

This warranty, or any warranty stated or referred to herein, is exclusive and in lieu of any other warranty regarding the quality of Hankook tires, whether expressed or implied and remedies for breach thereof shall be limited to those specifically provided herein. Any warranty of merchantability of fitness for any particular purpose, if made, is limited in duration to the effective time period of this limited warranty.

ADDITIONAL INFORMATION AND WARRANTY SERVICE

If you have any question on product warranty, please first contact your nearest Hankook Tire Dealer. For dealer information, or if your question has not been handled to your satisfaction, contact the Hankook Tire Technical Department.

HANKOOK TIRE AMERICA CORPORATION
1-800-HANKOOK
1450 Valley Road, Wayne, NJ 07470

For warranty information, please visit www.hankooktireusa.com or call 1-800-HANKOOK.

For all claims for adjustment, a claim form must be filled out. Completed claim form shall be mailed to Hankook Tire America Corp. office. Do not ship tires to Hankook. Hankook reserves the right to demand physical inspection of the tires on which adjustment is claimed. If Hankook exercises its right to inspect, it will do so by sending a written request to ship the tires to Hankook's Claim Center.

A. If the examination shows that the tire is adjustable under the terms of our warranty

1. Be sure that the tire returned by the consumer bears our name and DOT number.
2. Measure the remaining tread depth in 32nds of an inch. Be sure to measure in grooves nearest the center line of the tire.
3. Refer to ORIGINAL TREAD DEPTH for the size and type of the returned tire.
   Use the ORIGINAL TREAD DEPTH CHART to determine the percentage of credit due based on remaining tread depth.
4. Fill out the CLAIM ADJUSTMENT FORM completely, sign it yourself and have it signed by the owner of the tire.

B. Fill out each claim form with the following information for each tire being adjusted

See example shown on page 21. This form must be accurately completed by the dealer and signed by the owner of the product. Incomplete forms will not be accepted.

C. Marking tires for physical inspection

Please mark all tires being shipped to our claim center in the following manner.

1. Clearly state dealer's name.
2. Mark over identification (DOT) number with crayon and make clearly legible (Disregard if DOT has been cut & sent in with claim).
3. Tire condition - circle area of failure (a two inch crayon mark around the condition). Ride complaints should be marked as "O.R."
4. Claim number close to identification number using the last two digits of claim number. Example: If claim number is "H-00123" and the item is number "1", then the number you would mark on the tire would be "23-1".
5. Attach a copy of all claim forms to the packing list vehicle alignment and tire rotation, expected tire packing list.

D. Forwarding claim forms to Hankook

Retain "Dealer's File Copy" for your records and forward all other copies to:

1. Western Area (AK, AZ, CA, CO, HI, ID, MT, NM, NV, OR, UT, WA, WY)
   Hankook Tire America Corp.
   Attn: Technical Department
   11555 Arrow Route
   Suite 105
   Rancho Cucamonga, CA 91730

2. Other Areas
   Hankook Tire America Corp.
   Attn: Technical Department
   1450 Valley Road
   Wayne, New Jersey 07470

E. For photo inspection

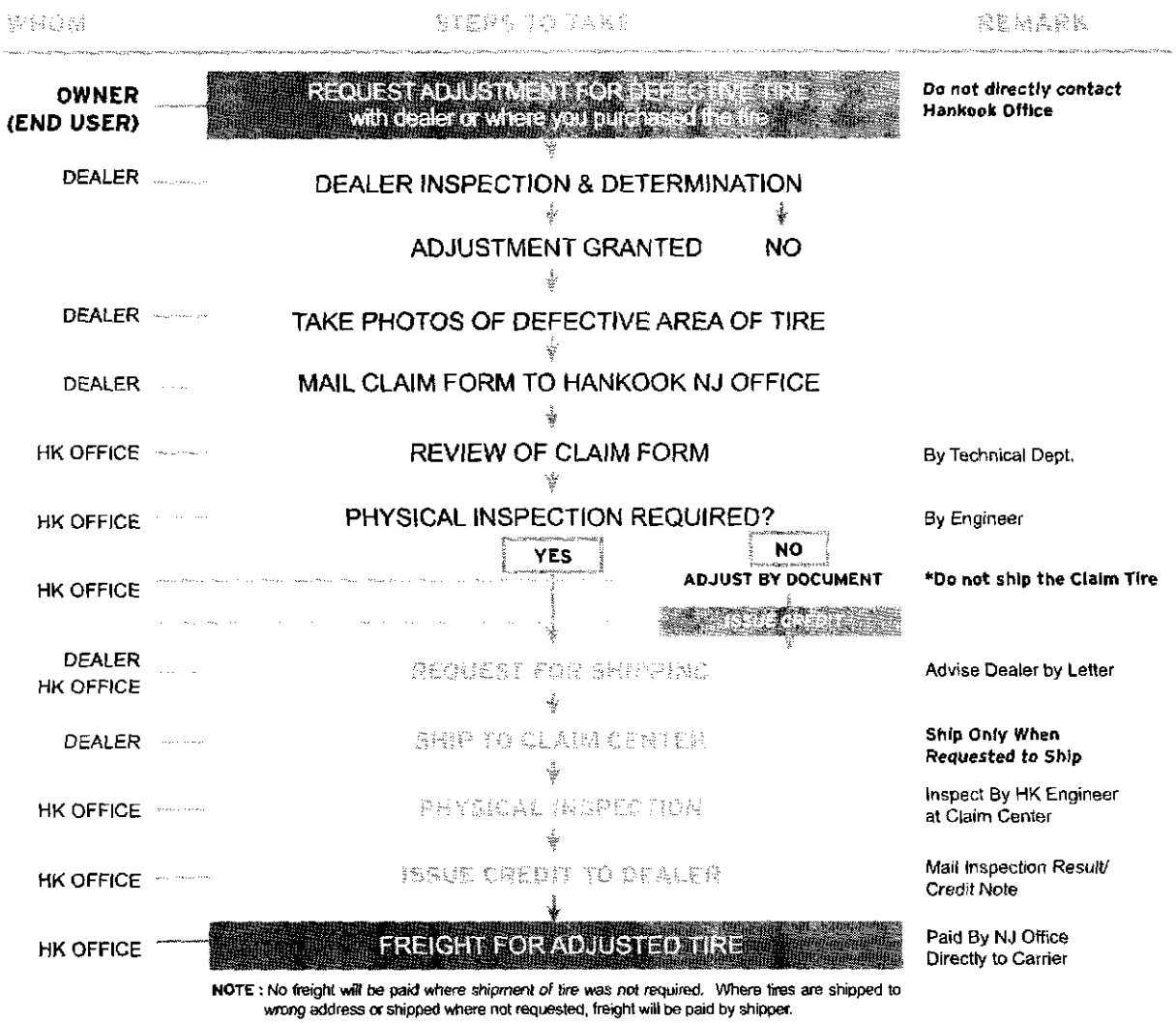
Accumulation of 30 tires or less: Enclose cut-out DOT numbers and a photograph of the tire with the claim form.

When an adjustment is received, Hankook will... Review the claim within thirty (30) days and either issue credit or request the tires to be shipped to our claim center for physical inspection. If we decide a physical inspection is necessary, we will send you a written request to ship the tires to a designated location.
(NOTE: DO NOT send tires to our claim centers unless you are requested to do so.)

Tires must be held by you for thirty days or until credit has been received whichever is later. If tires are requested to be shipped for inspection during this period and are not available, claim will be disallowed and adjustment credit will not be issued.

In determining the cause for removal from service, always examine both the inside and outside of the tire body. If the tire is not entitled to adjustment, Hankook will advise the dealer; explain the reason for the failure and advise him/her of preventive maintenance.

1. Adjustments will be made on a pro-rata basis, calculated on remaining usable tread depth and the predetermined adjustment price if there is no applicable special warranty program.
2. Usable tread depth is the original depth less 2/32nds of an inch.
3. When the tire is worn down to 2/32nds, the tire is considered worn out and the warranty expires.
4. Tires having had DOT or serial numbers previously cut or mutilated will not be adjusted.
5. The result of physical inspections by Hankook will prevail over your findings to the contrary subject to your right to legally contest our findings.
6. Where physical inspection is required, please refer to freight policy for shipping instruction and for tire marking.



NOTE : *No freight will be paid where shipment of tire was not required. Where tires are shipped to wrong address or shipped where not requested, freight will be paid by shipper.*

HANKOOK
driving emotion

TIRE CLAIM FORM

HANKOOK TIRE AMERICA CORP.
Technical Department
1450 Valley Road, Wayne NJ 07470
Tel: 1-800-HANKOOK (426-5665)

DATE OF CLAIM
2

Pattern Name : 1

OWNER'S COPY

H 1234567

DISTRIBUTOR 3	DEALER 4	FLEET (Commercial Use Only) 5	OWNER-USER 6
NAME :	NAME	NAME :	NAME
ADDRESS	ADDRESS :	ADDRESS :	ADDRESS :
Phone Number :	Phone Number :	Phone Number :	Phone Number :
ACCT# :	ACCT# :	ACCT# :	Email :

VEHICLE INFORMATION

YEAR	7	MAKE	8	MODEL	9	INSTALL DATE	10	INSTALL MILES	11	REMOVAL MILES	12	TOTAL MILES	13
VEHICLE USAGE (NORMAL / COMMERCIAL / OFFROAD / RACING / ETC)	14					ORIGINAL EQUIPMENT	YES ☐ NO ☐ 15	VIN NUMBER	16				

ITEM NO.	SIZE / TYPE / PLY	FOR OFFICE USE ONLY	MATERIAL NO.	MFG'S SERIAL NO. (Commercial Use Only)	D.O.T. NUMBER	PSI	32NDS REMAINING	RFV or Balance WT (OZ/GR)	Tire Position (LF,LR,RF,RR)	DESCRIPTION OF DEFECT	Ref.Code
1											
2	17		18	19	20	21	22	23	24	25	
3											
4											
5											
6											

*OTHER, PLEASE DESCRIBE: 26

I hereby certify that the above described merchandise was sold in New/Unused condition to the Owner-User identified above on that all the foregoing statements are actually correct. Having discussed this adjustment claim in detail with the Owner-User, I am convinced that the merchandise presented for adjustment was not involved in a motor vehicle accident.

DEALER'S SIGNATURE 27

I hereby certify that I am the original Owner-User of the above described merchandise was not involved in a motor vehicle accident and that all the foregoing statements are factually correct.

OWNER-USER'S SIGNATURE 28

INSTRUCTIONS : 30 OR MORE TIRES CALL TECHNICAL DEPARTMENT.
PLEASE INSERT : 1.CUT OUT D.O.T. NO. 2.PHOTOS SHOWING DEFECTIVE PARTS
RETAIN WHITE COPY FOR YOUR RECORDS.
RETURN BALANCE OF SET TO : **HANKOOK TIRE AMERICA CORP.**

NOTE : Please fill in completely the following items

1. Pattern Name
2. Month, Day, & Year of Claim
3. Distributor's Contact Information
4. Dealer's Contact Information
5. Fleet (commercial use only) Contact Information
6. Owner's Contact Information
7. Vehicle Year
8. Vehicle Make
9. Vehicle Model
10. Tire Installation Date
11. Install Miles
12. Removal Miles
13. Total Miles
14. Vehicle Usage
15. Original Equipment (Yes/No)
16. Vin Number
17. Size, Type, Ply-Rating of Tire
18. Material Number
19. MFG's Serial Number (commercial use only)
20. D.O.T. Number of Tire
21. Air Pressure Used
22. Remaining Tread Depth (Inch)
23. Road Force Measurement or Total Balance Weight
24. Tire Position
25. Description of Defect
26. Details and Damages if Any Defect
27. Signature of Dealer
28. Signature of Owner (User)

HANKOOK

Freight Policy

1. Do not ship tires to Hankook's Claim Centers unless we requested you to do so. Hankook Tire America Corp. will pay freight charges for all adjustment shipments requested by Hankook. Tires shipped on your own, not at Hankook's request, will be at your own expense. If sent collect, shipment will be refused and returned to you.
   This should reduce the freig ht bill by 40% to 60%.

2. When writing the bill of lading:
   A. Indicate Hankook Tire America Corp, 1450 Valley Road, Wayne, NJ 07470 as the 3rd party to be billed
   B. The classification you assign to the adjustment tires should be: "Class #60, Item #196000, Scrap Rubber Tires - having a value only for reclamation of raw material at $.90 per pound".

3. Average weights for adjustment are:

A. All Passenger Tires:	20 Pounds/Each
B. Light Truck Tires:	40 Pounds/Each
C. Medium Truck Tires:	110 Pounds/Each
D. Tube Passenger Tires:	2 Pounds/Each
E. Tube Truck Tires:	8 Pounds/Each

4. If you wish to have rejected tires returned to you, please so indicate in the comments section of the Hankook Tire Claim Form. Any tires that you request to be returned after a physical inspection will be shipped back to you at your expense. Otherwise, all tires not accompanied with a return request will be scrapped after inspected and rejected.
5. Do not palletize tires.

6. Please use one of the following freight companies to ship tires/tubes to Hankook's Claim Centers.

To: Dayton, NJ
18 Thatcher Road
Dayton, NJ 08810
- Con-way
- YRC

To: Rancho Cucamonga, CA
11555 Arrow Route Suite 105
Rancho Cucamonga, CA 91730
- Con-way
- YRC

*California and Nevada only use Con-Way.

NOTE : Freight will not be paid by Hankook unless one of the above companies is used. Exceptions will be taken only in cases where none of these freight lines can pick-up in your area, and you further obtain our approval in advance.

General Terms & Policies

This Marketing Policy applies to all Hankook brand tires distributed by Hankook Tire America Corp. In this Marketing Policy, discounts and credits vary on the categories of products.

Following categories are used:

1. PCR : Passenger Car Radial Tires
   (Including Z36: P235/75R15 XL, Dynapro AT & Dynapro AS: P-Metric, Radial RA08)
2. LTR : Light Truck Radial Tires
3. TBR : Medium Truck Radial Tires (Tires over 17.5")

2.0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2.5	8	7	7	6	6	6	5	5	5	5	5	4	4	4	4	4	4	3	3	3	3	3
3.0	15	14	13	13	12	11	11	10	10	9	9	8	8	8	7	7	7	7	6	6	6	
3.5	23	21	20	19	18	17	16	15	14	14	13	13	12	12	11	11	10	10	10	9	9	
4.0	31	29	27	25	24	22	21	20	19	18	17	17	16	15	15	14	14	13	13	13	12	
4.5	39	36	33	31	29	28	26	25	24	23	22	21	20	19	19	18	17	17	16	16	15	
5.0	46	43	40	38	35	33	32	30	29	27	26	25	24	23	22	21	21	20	19	19	18	
5.5	54	50	47	44	41	39	37	35	33	32	30	29	28	27	26	25	24	23	23	22	21	
6.0	62	57	53	50	47	44	42	40	38	36	35	33	32	31	30	29	28	27	26	25	24	
6.5	69	64	60	56	53	50	47	45	43	41	39	38	36	35	33	32	31	30	29	28	27	
7.0	77	71	67	63	59	56	53	50	48	45	43	42	40	38	37	36	34	33	32	31	30	
7.5	85	79	73	69	65	61	58	55	52	50	48	46	44	42	41	39	38	37	35	34	33	
8.0	92	86	80	75	71	67	63	60	57	55	52	50	48	46	44	43	41	40	39	38	36	
8.5	100	93	87	81	76	72	68	65	62	59	57	54	52	50	48	46	45	43	42	41	39	
9.0		100	93	88	82	78	74	70	67	64	61	58	56	54	52	50	48	47	45	44	42	
9.5			100	94	88	83	79	75	71	68	65	63	60	58	56	54	52	50	48	47	45	
10.0				100	94	89	84	80	76	73	70	67	64	62	59	57	55	53	52	50	48	
10.5					100	94	89	85	81	77	74	71	68	65	63	61	59	57	55	53	52	
11.0						100	95	90	86	82	78	75	72	69	67	64	62	60	58	56	55	
11.5							100	95	90	86	83	79	76	73	70	68	66	63	61	59	58	
12.0								100	95	91	87	83	80	77	74	71	69	67	65	63	61	
12.5									100	95	91	88	84	81	78	75	72	70	68	66	64	
13.0										100	96	92	88	85	81	79	76	73	71	69	67	
13.5											100	96	92	88	85	82	79	77	74	72	70	
14.0												100	96	92	89	86	83	80	77	75	73	
14.5													100	96	93	89	86	83	81	78	76	
15.0														100	96	93	90	87	84	81	79	
15.5															100	96	93	90	87	84	82	
16.0																100	97	93	90	88	85	
16.5																	100	97	94	91	88	
17.0																		100	97	94	91	
17.5																			100	97	94	
18.0																				100	97	
18.5																					100	

2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3	9	8	8	7	7	6	6	6	5	5	5	5	4	4	4	4	4	4	3	3	
4	18	17	15	14	13	13	12	11	11	10	10	9	9	8	8	8	7	7	7	7	
5	27	25	23	21	20	19	18	17	16	15	14	14	13	13	12	12	11	11	10	10	
6	36	33	31	29	27	25	24	22	21	20	19	18	17	17	16	15	15	14	14	13	
7	45	42	38	36	33	31	29	28	26	25	24	23	22	21	20	19	19	18	17	17	
8	55	50	46	43	40	38	35	33	32	30	29	27	26	25	24	23	22	21	21	20	
9	64	58	54	50	47	44	41	39	37	35	33	32	30	29	28	27	26	25	24	23	
10	73	67	62	57	53	50	47	44	42	40	38	36	35	33	32	31	30	29	28	27	
11	82	75	69	64	60	56	53	50	47	45	43	41	39	38	36	35	33	32	31	30	
12	91	83	77	71	67	63	59	56	53	50	48	45	43	42	40	38	37	36	34	33	
13	100	92	85	79	73	69	65	61	58	55	52	50	48	46	44	42	41	39	38	37	
14		100	92	86	80	75	71	67	63	60	57	55	52	50	48	46	44	43	41	40	
15			100	93	87	81	76	72	68	65	62	59	57	54	52	50	48	46	45	43	
16				100	93	88	82	78	74	70	67	64	61	58	56	54	52	50	48	47	
17					100	94	88	83	79	75	71	68	65	63	60	58	56	54	52	50	
18						100	94	89	84	80	76	73	70	67	64	62	59	57	55	53	
19							100	94	89	85	81	77	74	71	68	65	63	61	59	57	
20								100	95	90	86	82	78	75	72	69	67	64	62	60	
21									100	95	90	86	83	79	76	73	70	68	66	63	
22										100	95	91	87	83	80	77	74	71	69	67	
23											100	95	91	88	84	81	78	75	72	70	
24												100	96	92	88	85	81	79	76	73	
25													100	96	92	88	85	82	79	77	
26														100	96	92	89	86	83	80	
27															100	96	93	89	86	83	
28																100	96	93	90	87	
29																	100	96	93	90	
30																		100	97	93	
31																			100	97	
32																				100	

Wide Base, Tubeless

Tire Size Tire Designation		Max Load Limits (lbs.) at Various Cold Inflation Pressures (psi)								
		80	85	90	95	100	105	110	120	130
385/65R22.5	S	6940	7350	7650	8050	8230	8510	8820	9050	9370(J)
425/65R22.5	S	8270	8740	9100	9370	9790	10100	10500(J)	10700	11400(L)
445/65R22.5	S	9090	9480	9870	10200	10600	11000	11400	11700	12300(L)
445/50R22.5	S	7310	7680	8030	8390	8740	9090	9370(J)	10200(L)	

Tube Type

Tire Size Tire Designation		Max Load Limits (lbs.) at Various Cold Inflation Pressures (psi)										
		80	85	90	95	100	105	110	115	120	125	130
7.50R15TR	D	2460	2550	2640	2755(E)	2865	2975	3085(F)				
	S	2580	2690	2800	2910(E)	3040	3170	3305(F)				
8.25R15TR	D	2930	3040	3150	3260	3360	3470	3570(G)				
14PR	S	3080	3200	3340	3470	3590	3720	3830	3960	4070(G)		
8.25R15TR*	D				4080	4215	4340	4465	4590	4710	4830(J)	
18PR	S				4125	4275	4420	4565	4700	4835	4970(J)	
10.00R15TR	D	3980	4130	4300	4470(G)	4640	4805(G)	4990	5175	5355(H)	5435(J)	
	S	4170	4370	4540(F)	4715	4890	5070(G)	5270	5470	5670(H)	5905(J)	
8.25R20	D	3550(E)	3690	3820	3950(F)	4070	4200	4320(G)				
	S	3730	3890	4050(E)	4210	4350	4500(F)	4640	4790	4920(G)		
9.00R20	D	4200	4360	4520(F)	4670	4820	4970(G)					
	S	4410	4610(E)	4790	4970	5150(F)	5320	5490	5670(G)			
10.00R20	D	4760	4950	5205	5415(G)	5625	5840(G)	5895	5950	6005(H)		
	S	4990	5220	5510(F)	5730	5950	6175	6320	6465	6610(H)		
10.00R22	D	5070	5260	5510	5675(G)	5840	6005(G)	6205(H)	6405	6610(H)		
	S	5310	5550	5840(F)	6095	6350	6610(G)	6790	6970	7160(H)		
11.00R20	D	5190	5390	5675(F)	5785	5895	6005	6265	6525	6780(H)		
	S	5450	5690	6005(F)	6205	6405	6610(G)	6870	7130	7390(H)		
11.00R22	D	5520	5730	5840(F)	6095	6350	6610(G)	6790	6970	7160(H)		
	S	5790	6040	6395(F)	6650	6910	7160(G)	7380	7600	7830(H)		
12.00R20	D	5910	6140	6360	6610(G)	6790	6970	7160(H)	7390	7610(J)		
	S	6200	6480	6740	7160(G)	7380	7600	7830(H)	8050	8270(J)		
12.00R24	D	6650	6910	7160	7390(G)	7610	7830	8050(H)	8300	8540(V)		
	S	6980	7280	7580	8050(G)	8310	8570	8820(H)	9100	9370		
13/80R20	D			6315	6535	6745	6955	7165(J)				
	S			7085	7340	7570	7815	8045(J)				
14/80R20	S			7595	7860	8110	8365	8610	8850	9095(J)		

*OPERATING SPEED LESS THAN 55 MPH

Tire load limits at various inflation pressures are based upon Tire and Rim Association (TRA) standards and tables, except where there is no specification established by the TRA. In these few cases, the tire design is based upon the European Tire and Rim Technical Organization (ETRTO) whose standards govern these tire designs. To obtain recommendations for tires run in non-standard applications, customers and dealers should contact the Hankook Technical Service Department.

HANKOOK

Tubeless

		80	85	90	95	100	105	110	115	120	125	130
8R19.5	D	2610	2755	2865	2975	3085	3195	3305				
	S	2835	2955	3075	3195	3305	3415	3525				
215/75R17.5	D	3198	3350	3500	3648	3798	3945	4095	4245	4393	4540	
	S	3375	3540	3695	3860	4010	4180	4330	4495	4650	4805	
235/75R17.5	D	3970	4170	4365	4555	4745	4935	5125	5310	5495	5675	
	S	4200	4410	4615	4820	5025	5225	5420	5620	5810	6005	
245/70R17.5	D	3970	4170	4365	4555	4745	4935	5125	5310	5495	5675	
	S	4200	4410	4615	4820	5025	5225	5420	5620	5810	6005	
10R22.5	D	4230	4410	4585(F)	4760	4940(F)	5075(G)	5210	5355			
	S	4480	4675(E)	4850	5025	5205(F)	5360	5515	5675(G)			
11R22.5	D	4760(F)	4950	5205(F)	5415	5625	5840(G)	5895	5950	6005(H)		
	S	4990	5220	5510(F)	5730	5950	6175(G)	6320	6465	6610(H)		
11R24.5	D	5070	5260	5510	5675	5840	6005(G)	6205	6405	6610(H)		
	S	5310	5550	5840	6095	6350	6610(G)	6790	6970	7160		
12R22.5	D	5190	5390	5675(F)	5785	5895	6005(G)	6265(H)	6525	6780(H)		
	S	5450	5690	6005	6205	6405	6610	6870	7130	7390(H)		
225/70R19.5	D	3000(E)	3115	3245	3415(F)	3490	3615	3750(G)				
	S	3195(E)	3315	3450	3640(F)	3715	3845	3970(G)				
245/70R19.5	D	3415	3515	3655	3860(F)	3940	4075	4300(G)	4345	4540(H)		
	S	3640	3740	3890	4080(F)	4190	4335	4540(G)	4620	4805(H)		
265/70R19.5	D	3750	3930	4095	4300	4405	4415	4675(G)				
	S	3970	4180	4355	4540	4685	4850	5070(G)				
285/70R19.5	D				4850	5070	5290	5435	5555	6575(H)		
	S				5160	5395	5635	5785	5980	6175(H)		
245/75R22.5	D	3640	3615	3765	3970	4055(G)						
	S	3860	3975	4140	4300	4455	4610	4675(G)				
265/75R22.5	D	3860	4040	4205	4410	4525	4685	4805(G)				
	S	4300	4440	4620	4805	4975	5150	5205(G)				
255/70R22.5	D	3970	4110	4275	4410	4455	4610	4675(G)	4915	5070(H)		
	S	4190	4370	4550	4675	4895	5065	5205(G)	5400	5510(H)		
275/70R22.5 16PR	D	4190	4410	4685	4905	5115	5400	5610	5895	6105	6395(H)	
	S	4550	4785	5095	5325	5555	5865	6095	6405	6635	6940(H)	
295/75R22.5	D	4540	4690	4885	5070(F)	5260	5440	5675(G)	5795	6005(H)		
	S	4940	5155	5370	5510(F)	5780	5980	6175(G)	6370	6610(H)		
315/80R22.5* 20PR	D	5535	5750	5960	6165	6370	6570	6770	6965	7160(J)	8025	8225(L)
	S	6225	6495	6760	7020	7280	7530	7780	8025	8270(J)	8275	9000(L)
315/80R22.5* 22PR	D		6140	6360	6645	6855	7065	7330	7540	7805	7935	8255(M)
	S		7450	7705	8045	8300	8555	8885	9125	9445	9610	10000(M)
285/75R24.5	D	4540	4740	4930	5205(F)	5310	5495	5675(G)	5880	6175(H)		
	S	4940	5210	5420	5675(F)	5835	6040	6175(G)	6440	6780(H)		

Jeremiah W. (Jay) Nixon
Governor

Doug Nelson
Commissioner

State of Missouri
OFFICE OF ADMINISTRATION
Division of Purchasing
301 West High Street, Room 630
Post Office Box 809
Jefferson City, Missouri 65102-0809
(573) 751-2387 FAX: (573) 526-9815
TTD: 800-735-2966 Voice: 800-735-2466
http://oa.mo.gov/purchasing

Karen S. Boeger
Director

September 28, 2016

VIA E-MAIL:

Central States Bus Sales, Inc.
Attention: Louis Tagliaferre
2450 Cassens Drive
Fenton, MO 63026

Dear Mr. Tagliaferre:

In accordance with paragraph 4.4.1 of RFPC30034901700021- (*Offender Transportation Buses*), this letter shall constitute an official request by the State of Missouri to enter into competitive negotiations with your company. Included with this letter are two attachments.

The first attachment is the Best and Final Offer (BAFO) Request List and it includes a listing of areas identified in your proposal as concerns, areas requiring clarifications, and areas of deficiency which may not comply with the requirements of the RFP. The list also includes a request for specific responses to identified RFP paragraphs.

The second attachment is a complete copy of the RFP, including revisions to the RFP as a result of the BAFO. It includes a Best and Final Offer (BAFO) Form as the cover page.

Your detailed BAFO response needs to include the BAFO Form, completed and signed by an authorized representative of your organization. In addition, your detailed BAFO response should address each area identified on the BAFO Request List using the same numbering outline as the list. However, please be advised that it is not necessary for you to resubmit your entire proposal. Only the signed BAFO Form, your response to the BAFO Response List, and any portions of your proposal that are being revised as a result of this request for a Best and Final Offer need to be submitted.

In your response to this Best and Final Offer, you may make any modification, addition, or deletion deemed necessary to your proposal. However, please understand that the State of Missouri is under no obligation to advise you of concerns regarding your proposal and makes no claim related thereto. Your response to this BAFO request is your final opportunity to ensure that (1) all mandatory requirements of the RFP have been met, (2) all RFP requirements are adequately described since all areas of the proposal are subject to evaluation, and (3) this is your best offer, including a reduction or other change to pricing.

You are requested to respond to this BAFO request by submitting a written, sealed "Best and Final Offer" **BY 5:00 PM CENTRAL TIME ON WEDNESDAY, OCTOBER 5, 2016** to:

Attention: Teri Schulte
Division of Purchasing
301 West High Street, Truman Building, Room 630
Jefferson City, MO 65101

The outside of the packet containing the BAFO response needs to state, "BAFO for RFPC30034901700021" on the lower left corner. Please include the original plus four (4) copies (for a total of five (5) documents) of your response. Faxed or e-mailed responses are not acceptable.

You are reminded that pursuant to section 610.021, RSMo, proposal documents including any best and final offer documents are considered closed records and shall not be divulged in any manner until after a contract is executed or all proposals are rejected. Furthermore, you and your agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all questions or comments regarding the RFP, the evaluation, etc. to me, as the buyer of record. Neither you nor your agents may contact any other state employee regarding any of these matters during the negotiation and evaluation process. Inappropriate contacts or release of information about your proposal or BAFO are grounds for suspension and/or exclusion from specific procurements.

If you have any questions regarding this BAFO request, please contact me at (573) 522-3296 or e-mail me at teri.schulte@oa.mo.gov. I sincerely appreciate your efforts in working with the State of Missouri to ensure a thorough evaluation of your proposal.

Sincerely,

Teri Schulte
Buyer

c: Evaluation Team
RFPC30034901700021

Attachments: Best and Final Offer Request List
RFP including BAFO form

CENTRAL STATES BUS SALES, INC.

BEST AND FINAL OFFER REQUEST LIST

BAFO NO. 001 FOR RFPC30034901700021

1. IDENTIFIED DEFICIENCIES AND AREAS OF CONCERN/CLARIFICATION:

1.1 The specifications stated on Exhibit A, Specification Compliance Verification, of RFPC30034901700021 require the offender transportation buses to have manufacturer's standard air conditioning to maintain an internal temperature of 70° F with ambient temperature of 95° F and 50% relative humidity.

Central States Bus Sales, Inc. indicated on Exhibit A that their air conditioner contained 140,000 BTU; however the attached product sheet indicated the air conditioner contained 85,000 BTU.

Central States Bus Sales, Inc. should clarify the total BTU's for the air conditioner in the offender transportation buses being proposed.

1.2 Paragraph 13(a) of the State of Missouri's Terms and Conditions states the following: *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 Purchasing, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.*

Central States Bus Sales, Inc. included warranty disclaimers with their response to the proposal.

Central States Bus Sales, Inc. must agree to the warranty terms as stated in the RFP.

2. VENDOR RESPONSE TO CHANGED REQUIREMENTS:

Requirements of the RFP have been revised by BAFO #001. By signing the cover page of the BAFO request, the vendor indicates acceptance and compliance with all revisions therein.

Central States Bus Sales, Inc.
"The Bus Experts"
2450 Cassens Drive, Fenton MO 63026
636-343-6050 ◦ FAX: 636-326-2501 ◦ 800-825-8273
www.centralstatesbus.com

STATE OF MISSOURI
OFFICE OF ADMINISTRATION
Division of Purchasing
301 West High Street, Room 630
Jefferson City, MO 65102
ATTN: Teri Schulte

DPMM 5 OCT '16 PM3:06

RFPC 3003490170000021 BAFO
OFFENDER TRANSPORTATION BUSES
DUE 10/05/16 5:00 PM

Jeremiah W. (Jay) Nixon
Governor

Doug Nelson
Commissioner

State of Missouri
OFFICE OF ADMINISTRATION
Division of Purchasing
301 West High Street, Room 630
Post Office Box 809
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Karen S. Boeger
Director

September 28, 2016

VIA E-MAIL:

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In your response to this Best and Final Offer, you may make any modification, addition, or deletion deemed necessary to your proposal. However, please understand that the State of Missouri is under no obligation to advise you of concerns regarding your proposal and makes no claim related thereto. Your response to this BAFO request is your final opportunity to ensure that (1) all mandatory requirements of the RFP have been met, (2) all RFP requirements are adequately described since all areas of the proposal are subject to evaluation, and (3) this is your best offer, including a reduction or other change to pricing.

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Jefferson City, MO 65101

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You are reminded that pursuant to section 610.021, RSMo, proposal documents including any best and final offer documents are considered closed records and shall not be divulged in any manner until after a contract is executed or all proposals are rejected. Furthermore, you and your agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all questions or comments regarding the RFP, the evaluation, etc. to me, as the buyer of record. Neither you nor your agents may contact any other state employee regarding any of these matters during the negotiation and evaluation process. Inappropriate contacts or release of information about your proposal or BAFO are grounds for suspension and/or exclusion from specific procurements.

If you have any questions regarding this BAFO request, please contact me at (573) 522-3296 or e-mail me at teri.schulte@oa.mo.gov. I sincerely appreciate your efforts in working with the State of Missouri to ensure a thorough evaluation of your proposal.

Sincerely,

Teri Schulte
Buyer

c: Evaluation Team
RFPC30034901700021

Attachments: Best and Final Offer Request List
RFP including BAFO form

CENTRAL STATES BUS SALES, INC.

BEST AND FINAL OFFER REQUEST LIST

BAFO NO. 001 FOR RFPC30034901700021

1. IDENTIFIED DEFICIENCIES AND AREAS OF CONCERN/CLARIFICATION:

1.1 The specifications stated on Exhibit A, Specification Compliance Verification, of RFPC30034901700021 require the offender transportation buses to have manufacturer's standard air conditioning to maintain an internal temperature of 70° F with ambient temperature of 95° F and 50% relative humidity.

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1.2 Paragraph 13(a) of the State of Missouri's Terms and Conditions states the following: *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 Purchasing, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.*

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2. VENDOR RESPONSE TO CHANGED REQUIREMENTS:

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STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING (PURCHASING)
REQUEST FOR PROPOSAL (RFP)

ADDENDUM NO.: 01
SOLICITATION/OPPORTUNITY (OPP) NO.: RFPC30034901700021
TITLE: Offender Transportation Buses
ISSUE DATE: 07/14/16

REQ NO.: NR 931 YYY16709103
BUYER: Teri Schulte
PHONE NO.: (573) 522-3296
E-MAIL: teri.schulte@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: 08/02/16 AT 2:00 PM CENTRAL TIME (END DATE)

VENDORS ARE ENCOURAGED TO RESPOND ELECTRONICALLY THROUGH HTTPS://MISSOURIBUYS.MO.GOV BUT MAY RESPOND BY HARD COPY (See Mailing Instructions Below)

MAILING INSTRUCTIONS: Print or type **Solicitation/OPP Number** and **End Date** on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in the Purchasing office (301 W High Street, Room 630) by the return date and time.

RETURN PROPOSAL AND ADDENDUM(S) TO:

(U.S. Mail)		(Courier Service)
PURCHASING	or	PURCHASING
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 vendor 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 RFP as modified by this and any previously issued RFP addendums. The vendor should, as a matter of clarity and assurance, also sign and return all previously issued RFP addendum(s) and the original RFP document. The vendor agrees that the language of the original RFP as modified by this and any previously issued RFP addendums shall govern in the event of a conflict with his/her proposal. The vendor further agrees that upon receipt of an authorized purchase order from the Division of Purchasing 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 vendor and the State of Missouri. The vendor shall understand and agree that in order for their proposal to be considered for evaluation, they must be registered in MissouriBUYS. If not registered at time of proposal opening, the vendor must register in MissouriBUYS upon request by the state immediately after proposal opening.

SIGNATURE REQUIRED

VENDOR NAME	MissouriBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN)
Central States Bus Sales, Inc.	
MAILING ADDRESS	
2450 Cassens Drive	
CITY, STATE, ZIP CODE	
Fenton, MO 63026	

CONTACT PERSON	EMAIL ADDRESS
Louis Tagliaferre	loutag@centralstatesbus.com
PHONE NUMBER	FAX NUMBER
636-343-6050	636-326-2501
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE)	
_X_ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___IRS Tax-Exempt	
AUTHORIZED SIGNATURE	DATE
Louis Tagliaferre	8/1/16
PRINTED NAME	TITLE
Louis Tagliaferre	Commercial Bus Sales Manager

ADDENDUM #01 to RFPC30034901700021

TITLE: **OFFENDER TRANSPORATION BUSES**

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

PROSPECTIVE OFFERORS ARE HEREBY NOTIFIED OF THE FOLLOWING CHANGES AND CLARIFICATIONS:

1. The following paragraph has been **REVISED**: 4.7.1
2. The following Exhibit has been **REVISED**: Exhibit A

For vendors responding electronically to this solicitation, the requirement for submitting Exhibit A has been modified in the MissouriBUYS system.

Vendors may review the revision(s) to the MissouriBUYS electronic solicitation at https://MissouriBUYS.mo.gov. Please follow these steps to conduct a comparison to review the electronic solicitation revision(s):

1. Log into **MissouriBUYS**.
2. Select the **Solicitations** tab.
3. Select **View Current Solicitations**.
4. Select **My List** (if you have previously reviewed/responded to this solicitation); Select **Other Active Opportunities** (if you have not previously reviewed/responded to this solicitation).
5. Select the correct **Opportunity Number (Opportunity No)**; the **Overview** page will display.
6. From the **Overview** page, under **Solicitation History** information, select **Previous Version** from the dropdown box.
7. Choose the solicitation version you desire to compare to the addendum.
8. Click **Show Version Comparison** (revisions will be in yellow highlight).

STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING (PURCHASING)
REQUEST FOR PROPOSAL (RFP)

SOLICITATION/OPPORTUNITY (OPP) NO.: RFPC30034901700021
TITLE: Offender Transportation Buses
ISSUE DATE: 07/12/16

REQ NO.: NR 931 YYY16709103
BUYER: Teri Schulte
PHONE NO.: (573) 522-3296
E-MAIL: teri.schulte@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: 08/02/16 AT 2:00 PM CENTRAL TIME (END DATE)

VENDORS ARE ENCOURAGED TO RESPOND ELECTRONICALLY THROUGH HTTPS://MISSOURIBUYS.MO.GOV BUT MAY RESPOND BY HARD COPY (See Mailing Instructions Below)

MAILING INSTRUCTIONS: Print or type **Solicitation/OPP Number** and **End Date** on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in the Purchasing office (301 W High Street, Room 630) by the return date and time.

	(U.S. Mail)		(Courier Service)
RETURN PROPOSAL TO:	**PURCHASING**	**or**	**PURCHASING**
	PO BOX 809		**301 WEST HIGH STREET, RM 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 vendor 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 Request for Proposal (Revised 10/19/15). The vendor further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The vendor further agrees that upon receipt of an authorized purchase order from the Division of Purchasing 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 vendor and the State of Missouri. The vendor shall understand and agree that in order for their proposal to be considered for evaluation, they must be registered in MissouriBUYS. If not registered at time of proposal opening, the vendor must register in MissouriBUYS upon request by the state immediately after proposal opening.

SIGNATURE REQUIRED

VENDOR NAME	MissouriBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN)
MAILING ADDRESS	
CITY, STATE, ZIP CODE	

CONTACT PERSON	EMAIL ADDRESS
PHONE NUMBER	FAX NUMBER
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) ___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___IRS Tax-Exempt	
AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE

Instructions for Submitting a Solicitation Response

The Division of Purchasing is now posting all of its bid solicitation documents on the new MissouriBUYS Bid Board (https://www.missouribuys.mo.gov). MissouriBUYS is the State of Missouri's web-based statewide eProcurement system which is powered by WebProcure, through our partner, Perfect Commerce.

For all bid solicitations, vendors now have the option of submitting their solicitation response either as an electronic response or as a hard copy response. As a means to save vendors the expense of submitting a hard copy response and to provide vendors both the ease and the timeliness of responding from a computer, vendors are encouraged to submit an electronic response. Both methods of submission are explained briefly below and in more detail in the step-by-step instructions provided at https://missouribuys.mo.gov/pdfs/how_to_respond_to_a_solicitation.pdf. (This document is also on the Bid Board referenced above.)

- **ELECTRONIC RESPONSES:** To respond electronically to a solicitation, the vendor must first register with MissouriBUYS by going to the MissouriBUYS Home Page (https://missouribuys.mo.gov), clicking the "Register" button at the top of the page, and completing the Vendor Registration. Once registered the vendor accesses their account by clicking the "Login" button at the top of the MissouriBUYS Home Page. After locating the desired solicitation on the Bid Board, at a minimum, the vendor must read and accept the Original Solicitation Documents and complete pricing and any other identified requirements. In addition, the vendor should download and save all of the Original Solicitation Documents on their computer so that they can prepare their response to these documents. Vendors should upload their completed response to these downloaded documents (including exhibits, forms, and other information concerning the solicitation) as an attachment to the electronic solicitation response. Step-by-step instructions for how a registered vendor responds to a solicitation electronically are available on the MissouriBUYS system at: https://missouribuys.mo.gov/pdfs/how_to_respond_to_a_solicitation.pdf. Any such electronic submissions must be received prior to the specified end date and time.

    - Vendors are encouraged to submit their entire proposal electronically; however in lieu of attaching exhibits, forms, pricing, etc. to the electronic solicitation response, a vendor may submit the exhibits, forms, pricing, etc. through mail or courier service. However, any such submission must be received prior to the solicitation's specified end date and time. Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any hard copy solicitation response documents submitted through mail or courier service.

    - In the event a registered vendor electronically submits a solicitation response and also mails hard copy documents that are not identical, the vendor should explain which response is valid for the state's consideration. In the absence of such explanation, the state reserves the right to evaluate and award the response which serves its best interest.

- **HARD COPY RESPONSES:** When responding with a hard copy response, any such submission must be received prior to the specified end date and time. Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any hard copy solicitation response documents.

**********END OF INSTRUCTIONS FOR SUBMITTING SOLICITATION RESPONSE**********

1. INTRODUCTION AND GENERAL INFORMATION

This section of the RFP includes a brief introduction and background information about the intended acquisition for which the requirements herein are written. The contents of this section are intended for informational purposes and do not require a response.

1.1 Purpose:

1.1.1 This document constitutes a request for sealed proposals from prospective offerors for the purchase of offender transportation buses for the Missouri Department of Corrections in accordance with the requirements and provisions stated herein.

1.2 Awarded Bid & Contract Document Search:

1.2.1 Both the previous contract (C114159001) and the previous procurement documentation (B1E14159) may be viewed and printed from the Division of Purchasing's **Awarded Bid & Contract Document Search** located on the Internet at http://oa.mo.gov/purchasing.

********** END OF INTRODUCTION AND GENERAL INFORMATION **********

2. CONTRACTUAL REQUIREMENTS

This section of the RFP includes the general contract requirements and provisions that shall govern the contract after RFP award. The contents of this section include mandatory provisions that must be adhered to by the state and the contractor unless changed by a contract amendment. Response to this section by the offeror is not necessary as all provisions are mandatory.

2.1 Contract:

2.1.1 A binding contract shall consist of: (1) the RFP, addendums thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) the Division of Purchasing's acceptance of the proposal by "notice of award". All Exhibits and Attachments included in the RFP 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 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 page 1 of the Request for Proposal (RFP). 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 Payment Terms:

2.4.1 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 update their vendor registration with their ACH-EFT payment information at https://MissouriBUYS.mo.gov. 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 RFP.

2.4.2 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.

2.4.3 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 RFP, or mutually agreed to by the state and the contractor. Payment terms should be net 30 days unless otherwise stated in the RFP. 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/mostatutes/ChaptersIndex/chaptIndex034.html

2.5 Contractor Liability:

2.5.1 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.

2.5.2 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 Independent Contractor:

2.6.1 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.

2.7 Coordination:

2.7.1 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 throughout the effective period of the contract.

2.8 Estimated Quantities:

2.8.1 The quantities indicated in this Request for Proposal are estimates that pertain to the total aggregate quantities that may be ordered incrementally at multiple times 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.

2.9 Insurance:

2.9.1 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.

a. In the event any insurance coverage is canceled, the state agency must be notified within thirty (30) calendar days.

2.10 Termination:

2.10.1 The Division of Purchasing 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.

2.11 Participation by Other Organizations:

2.11.1 The contractor must comply with any Organization for the Blind/Sheltered Workshop, Service-Disabled Veteran Business Enterprise (SDVE), and/or Minority Business Enterprise/Women Business Enterprise (MBE/WBE) participation levels committed to in the contractor's awarded proposal.

2.11.2 The contractor shall prepare and submit to the Division of Purchasing a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops, SDVEs, and/or MBE/WBEs 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.

2.11.3 The Division of Purchasing will monitor the contractor's compliance in meeting the Organizations for the Blind/Sheltered Workshop and SDVE participation levels committed to in the contractor's awarded proposal. The Division of Purchasing in conjunction with the Office of Equal Opportunity (OEO) will monitor the contractor's compliance in meeting the MBE/WBE participation levels committed to in the contractor's awarded proposal. 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 determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.

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

a. The contractor must obtain the written approval of the Division of Purchasing 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 detailing all efforts made to secure a replacement. The Division of Purchasing 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.

2.11.5 No later than 30 days after the contract's expiration date, the contractor must submit an affidavit to the Division of Purchasing. 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 website at http://oa.mo.gov/sites/default/files/bswaffidavit.doc or another affidavit providing the same information.

2.12 Contractor's Personnel:

2.12.1 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.

2.12.2 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.

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

2.13 Subcontractors:

2.13.1 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.

2.14 Confidentiality and Security Documents:

2.14.1 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.

********** **END OF CONTRACTUAL REQUIREMENTS** **********

3. PERFORMANCE REQUIREMENTS

This section of the RFP includes requirements and provisions relating specifically to the performance requirements of the state agency. The contents of this section include mandatory requirements that will be required of the successful offeror and subsequent contractor. Response to this section by the offeror is requested. The offeror's response, whether responding to a mandatory requirement or a desired attribute will be binding upon the contractor in event the proposal is accepted by the state.

3.1 General:

3.1.1 The contractor must provide 2017 model year offender transportation buses with all manufacturers' standard equipment and any additional equipment identified herein 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 as specified on **Exhibit A** herein.

3.1.2 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.

3.1.3 The bus shall meet Federal Motor Vehicle Standards for school buses with the exception that the color of the bus provided shall be white.

3.1.4 All options and/or accessories stated herein shall be manufacturers' original equipment. Aftermarket options and/or accessories shall not be acceptable. As applicable, all options must be factory installed.

3.1.5 The bus shall be equipped with all manufacturer standard emergency equipment.

3.2 Warranty:

3.2.1 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 buses are accepted by the state agency and placed into service.

3.2.2 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.

3.3 Authorized Service Center:

3.3.1 The contractor should 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.

3.4 Certificate of Origin, Title Application and Invoice:

3.4.1 The contractor must furnish a Certificate of Origin, a title application, and an invoice for the buses to the state agency at the following address:

Missouri Department of Corrections
8416 No More Victims Road, Dock A
Jefferson City, MO 65101

NOTE: The contractor shall be advised that the above location can only be accessed via the Militia Drive exit off of US-50.

3.5 Delivery Performance:

3.5.1 The contractor must coordinate its delivery schedule with Mandie Morris, Facilities Operations Manager, at 573-526-0157.

3.5.2 The contractor shall deliver the buses in accordance with the contracted delivery times stated herein to the state agency upon receipt of an authorized purchase order. The delivery must be coordinated with the state agency.

3.5.3 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.

3.5.4 The contractor shall comply with the manufacturer's recommended pre-delivery service. The buses shall be complete with all components, clean, lubricated, serviced and ready for immediate service.

3.6 Manuals:

3.6.1 The contractor shall provide two (2) complete hard copy owner's manuals at no additional cost to the state agency. If available, manuals should also be provided in electronic format.

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.

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 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 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 Repair or Replacement of Damaged Product:

3.8.1 The contractor shall be responsible for repairing any item or components received in damaged condition at no cost to the State of Missouri. In the event the item cannot be repaired or if the repair would otherwise compromise the integrity of the commodity and the manufacturer warranty, then the contractor must replace the item or component in its entirety at no additional cost to the state. This includes all delivery/transportation costs for returning non-functional items to the contractor for replacement.

********** END OF PERFORMANCE REQUIREMENTS **********

4. OFFEROR'S SUBMISSION INFORMATION

This section of the RFP includes information and instructions to the offeror that is integral to their proposal submittal. The contents of this section are informational and instructional. Many of the instructional provisions require certain actions by the offeror regarding submission a proposal.

4.1 Contact:

4.1.1 Any and all communication from offerors regarding specifications, requirements, competitive procurement process, etc. related to the RFP 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 proposal opening date.

4.2 Submission of Offers:

4.2.1 If the offeror is submitting a hardcopy response, the offeror should include an original document, plus four (4) copies.

a. Both the original and the copies should be printed on recycled paper and double sided. All proposals and copies should minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves and binding.

b. Imaging Ready: Except for any portion of a proposal qualifying as proprietary or confidential as determined by the Division of Purchasing as specified above, after a contract is executed or all proposals are rejected, all proposals are scanned into the Division of Purchasing imaging system. The scanned information will be available for viewing through the Internet from the Division of Purchasing Public Record Search system. Therefore, the offeror is advised not to include any information in the proposal that the offeror does not want to be viewed by the public, including personal identifying information such as social security numbers. In preparing a proposal, the offeror should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the proposal and should limit proposal content to items that provide substance, quality of content, and clarity of information.

4.2.2 If the offeror is submitting an electronic response, the offeror should refer to page 2 of this RFP for applicable submission instructions.

4.2.3 Open Records: Pursuant to section 610.021, RSMo, the offeror's proposal shall be considered an open record after a contract is executed or all proposals are rejected. The offeror shall not submit the entire proposal as proprietary or confidential. The offeror may submit a part of the proposal as confidential, but only if the proprietary or confidential nature of the material is provided for in section 610.021, RSMo. Proprietary or confidential portions of the offeror's proposal allowed by the statute need to be separated, sealed, and clearly marked as confidential within the offeror's proposal. Also, the offeror should provide adequate explanation of what qualifies the material to be held as confidential pursuant to the provisions of section 610.021, RSMo.

4.3 Business Compliance:

4.3.1 The offeror must be in compliance with the laws regarding conducting business in the State of Missouri. The offeror certifies by signing the signature page of this original document and any addendum signature page(s) that the offeror 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 offeror shall provide documentation of compliance upon request by the Division of Purchasing. The compliance to conduct business in the state shall include but may not be limited to:

- Registration of business name (if applicable) with the Secretary of State at http://sos.mo.gov/business/startBusiness.asp

- 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)

4.3.2 The offeror should refer to the Missouri Business Portal at http://business.mo.gov for additional information.

4.4 Competitive Negotiation of Proposals:

4.4.1 The offeror is advised that under the provisions of this Request for Proposal, the Division of Purchasing reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

a. Negotiations may be conducted in person, in writing, or by telephone.

b. Negotiations will only be conducted with potentially acceptable proposals. The Division of Purchasing reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All offerors involved in the negotiation process will be invited to submit a best and final offer.

c. Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.

d. The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Division of Purchasing determines that a change in such requirements is in the best interest of the State of Missouri.

4.5 Compliance with Terms and Conditions:

4.5.1 The offeror 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 RFP and its contractual requirements. The offeror agrees that in the event of conflict between any of the offeror's terms and conditions and those contained in the RFP, that the RFP shall govern. Taking exception to the State's terms and conditions may render an offeror's proposal unacceptable and remove it from consideration for award.

4.5.2 Offerors are cautioned that the State of Missouri will not award a non-compliant proposal and, as a result, any offeror indicating non-compliance with any requirements, terms, conditions and provisions of the RFP will be eliminated from further consideration for award unless the State exercises its sole option to competitively negotiate the respective proposal(s) and the offeror resolves the noncompliant issues.

4.6 Open Competition:

4.6.1 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.

4.6.2 The offeror may offer any brand of product that meets or exceeds the specifications. In addition to identifying the manufacturer's name and model number, the offeror must explain in detail how their product meets or exceed the specifications. Proposal, which do not comply with the requirement and the specifications, are subject to rejection without clarification.

4.7 Description of Product:

PARAGRAPH REVISED BY ADDENDUM 01

4.7.1 ***It is highly desirable that*** the offeror confirm their proposed offender transportation buses meet or exceed all mandatory requirements and specifications by completing (checking all specification boxes) and submitting **Exhibit A**. It is the offeror's responsibility to make sure all products proposed are adequately described in order to conduct an evaluation of the proposal 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.

4.7.2 Preprinted Marketing Materials: The offeror may submit preprinted marketing materials with the proposal. However, the offeror 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 offeror. The offeror is strongly discouraged from relying on such materials in presenting products and services for consideration by the state.

4.7.3 It is the offeror's responsibility to provide detailed information about how the item proposed meets the specifications presented herein. If preprinted marketing materials do not specifically address each specification, the offeror 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 proposal, the buyer may, but is not required to, seek written clarification from the offeror to provide assurance that the product bid meets specifications.

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 offeror offers that item, then the unit of measure being proposed by the offeror must be clearly identified on the pricing page. All mathematical conversions should be shown by the offeror, 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 proposal prices. However, for any resulting contract, the unit of measure offered will be the unit of measure awarded. Offerors are encouraged to contact the Buyer **prior to** submission of their proposal to discuss anticipated unit modifications. The offeror is cautioned that the State of Missouri reserves the right to clarify the unit of measure modification or to disqualify the proposal 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 Proposal Detail Requirements and Deviations:

4.9.1 It is the offeror's responsibility to submit a proposal that meets all mandatory specifications stated herein. The offeror should clearly identify any and all deviations from both the mandatory and desirable specifications stated in the RFP. Any deviation from a mandatory requirement may render the proposal non-responsive. Any deviation from a desirable specification may be reviewed by the state as to its acceptability and impact on competition.

4.9.2 **Offerors should note**: A descriptive brochure of the model proposed may not be acceptable as clear identification of deviations from the written specification.

4.10 Evaluation and Award Process:

4.10.1 After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below:

Evaluation Criteria Scoring Category	Maximum Points
Cost	110
Delivery, Warranty and Contractor Support	80
MBE/WBE Participation	10
TOTAL	**200**

4.10.2 After an initial screening process, a question and answer conference or interview may be conducted with the offeror, if deemed necessary by the Division of Purchasing. In addition, the offeror may be asked to make an oral presentation of their proposal during the conference. Attendance cost at the conference shall be at the offeror's expense. All arrangements and scheduling shall be coordinated by the Division of Purchasing.

4.11 Price Submission and the Evaluation of Cost:

4.11.1 Price Submission: The offeror shall submit a total firm, fixed unit price for line item 1 on the Pricing Page of the RFP. Pricing must include all mandatory specifications stated in **Exhibit A**. 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.***

a. In addition to the firm, fixed price stated for line item 1, the offeror should provide pricing for the optional items stated on the Pricing Page (line items 2, 3 and 4).

4.11.2 Evaluation of Cost: The evaluation of cost shall be objective based on the firm, fixed price stated for line item 1 on the Pricing Page. The cost evaluation shall include all mandatory requirements, including delivery, warranty and manuals/documentation. However, the State of Missouri reserves the right to evaluate optional items, if deemed necessary. The cost evaluation shall be completed as follows:

a. The firm, fixed unit price quoted for line item 1 shall be multiplied by the quantity stated on the Pricing Page.

1) The lowest firm, fixed unit price stated shall receive the maximum allowable cost points. All competitors shall be prorated between offerors based on the lowest offeror's total price. Cost points shall be calculated using the following formula:

$$\frac{\text{Lowest Responsive Bidder's Price}}{\text{Compared Bidder's Price}} \times \text{Maximum Allowable Cost Points} = \text{Cost evaluation points}$$

b. The award shall be made to the lowest priced responsive offeror for line item 1. Option line items 2, 3 and 4 shall be awarded to the lowest responsive offeror for line item 1.

4.12 Evaluation of Offeror's Delivery, Warranty and Contractor Support:

4.12.1 The evaluation of delivery, warranty and contractor support shall be subjective based on fact. Information provided by the offeror in response to **Exhibit B** of this RFP, as well as information gained from any other source during the evaluation process, may be used in the subjective evaluation.

4.13 Evaluation of Offeror's Minority Business Enterprise (MBE)/ Women Business Enterprise (WBE) Participation:

4.13.1 In order for the Division of Purchasing (Purchasing) to meet the provisions of Executive Order 05-30, the offeror should secure participation of certified MBEs and WBEs in providing the products/services required in this RFP. The targets of participation recommended by the State of Missouri are 10% MBE and 5% WBE of the total dollar value of the contract.

a. These targets can be met by a qualified MBE/WBE offeror themselves and/or through the use of qualified subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for MBE/WBE participation.

b. The services performed or the products provided by MBE/WBEs 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 MBE/WBEs is utilized, to any extent, in the offeror'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.

c. In order to be considered as meeting these targets, the MBE/WBEs must be "qualified" by the proposal opening date (date the proposal is due). (See below for a definition of a qualified MBE/WBE.)

4.13.2 The offeror's proposed participation of MBE/WBE firms in meeting the targets of the RFP will be considered in the evaluation process as specified below:

a. If Participation Meets Target: Offerors proposing MBE and WBE participation percentages that meet the State of Missouri's target participation percentage of 10% for MBE and 5% for WBE shall be assigned the maximum stated MBE/WBE Participation evaluation points.

b. If Participation Exceeds Target: Offerors proposing MBE and WBE participation percentages that exceed the State of Missouri's target participation shall be assigned the same MBE/WBE Participation evaluation points as those meeting the State of Missouri's target participation percentages stated above.

c. If Participation Below Target: Offerors proposing MBE and WBE participation percentages that are lower than the State of Missouri's target participation percentages of 10% for MBE and 5% for WBE shall be assigned a proportionately lower number of the MBE/WBE Participation evaluation points than the maximum MBE/WBE Participation evaluation points.

d. If No Participation: Offerors failing to propose any commercially useful MBE/WBE participation shall be assigned a score of 0 in this evaluation category.

4.13.3 MBE/WBE Participation evaluation points shall be assigned using the following formula:

$\frac{\text{Offeror's Proposed MBE \% } \leq 10\% + \text{WBE \% } \leq 5\%}{\text{State's Target MBE \% (10) + WBE \% (5)}}$	x	Maximum MBE/WBE Participation Evaluation points (10)	=	Assigned MBE/WBE Participation points

4.13.4 If the offeror is proposing MBE/WBE participation, in order to receive evaluation consideration for MBE/WBE participation, the offeror must provide the following information with the proposal.

a. Participation Commitment - If the offeror is proposing MBE/WBE participation, the offeror must complete **Exhibit C**, Participation Commitment, by listing each proposed MBE and WBE, the committed percentage of participation for each MBE and WBE, and the commercially useful products/services to be provided by the listed MBE and WBE. If the offeror submitting the proposal is a qualified MBE and/or WBE, the offeror must include the offeror in the appropriate table on the Participation Commitment Form.

b. Documentation of Intent to Participate – The offeror must either provide a properly completed **Exhibit D**, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance date by each MBE and WBE proposed or must provide a recently dated letter of intent signed and dated no earlier than the RFP issuance date by each MBE and WBE proposed which: (1) must describe the products/services the MBE/WBE will provide and (2) should include evidence that the MBE/WBE is

qualified, as defined herein. (i.e., the MBE/WBE Certification Number or a copy of MBE/WBE certificate issued by the Missouri OEO.)

NOTE: If the offeror submitting the proposal is a qualified MBE and/or WBE, the offeror is not required to complete **Exhibit D**, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

4.13.5 Commitment – If the offeror's proposal is awarded, the percentage level of MBE/WBE participation committed to by the offeror on **Exhibit C**, Participation Commitment, shall be interpreted as a contractual requirement.

4.13.6 Definition -- Qualified MBE/WBE:

a. In order to be considered a qualified MBE or WBE for purposes of this RFP, the MBE/WBE must be certified by the State of Missouri, Office of Administration, Office of Equal Opportunity (OEO) by the proposal opening date.

b. MBE or WBE means a business that is a sole proprietorship, partnership, joint venture, or corporation in which at least fifty-one percent (51%) of the ownership interest is held by minorities or women and the management and daily business operations of which are controlled by one or more minorities or women who own it.

c. Minority is defined as belonging to one of the following racial minority groups: African Americans, Native Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos, Aleuts, and other groups that may be recognized by the Office of Advocacy, United States Small Business Administration, Washington, D.C.

4.13.7 Resources - A listing of several resources that are available to assist offerors in their efforts to identify and secure the participation of qualified MBEs and WBEs is available at the website shown below or by contacting the Office of Equal Opportunity (OEO) at:

Office of Administration, Office of Equal Opportunity
Harry S Truman Bldg., Room 630
P.O. Box 809
Jefferson City, MO 65102-0809
Phone: (877) 259-2963 or (573) 751-8130
Fax: (573) 522-8078
Web site: http://oeo.mo.gov

4.14 Preference for Organizations for the Blind and Sheltered Workshops/Service-Disabled Veteran Business Enterprises (SDVEs):

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 offerors 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 offeror 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 offeror'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 offeror 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 offeror must provide the following information with the proposal:

- Participation Commitment - The offeror must complete **Exhibit C**, 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 offeror submitting the proposal is an organization for the blind or sheltered workshop, the offeror must be listed in the appropriate table on the Participation Commitment Form.

- Documentation of Intent to Participate – The offeror must either provide a properly completed **Exhibit D**, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP 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 RFP 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 offeror submitting the proposal is an organization for the blind or sheltered workshop, the offeror is not required to complete **Exhibit D**, 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/special-education/sheltered-workshops/directories

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 offeror's proposal is awarded, the organization for the blind or sheltered workshop participation committed to by the offeror on **Exhibit C**, Participation Commitment, shall be interpreted as a contractual requirement.

Service-Disabled Veteran Business Enterprises (SDVEs)

4.14.2 Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, the Division of Purchasing (Purchasing) 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). A three (3) point bonus preference shall be granted to offerors including products and/or services manufactured, produced or assembled by a qualified SDVE.

a. In order to qualify for the three bonus points, the following conditions must be met and the following evidence must be provided:

1) The offeror must either be an SDVE or must be proposing to utilize an SDVE as a subcontractor and/or supplier that provides at least three percent (3%) of the total contract value.

2) The services performed or the products provided by the SDVE 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 SDVE are utilized, to any extent, in the offeror'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) In order to receive evaluation consideration for participation by an SDVE, the offeror must provide the following information with the proposal:

- Participation Commitment - The offeror must complete **Exhibit C**, Participation Commitment, by identifying each proposed SDVE, the committed percentage of participation for each SDVE, and the commercially useful products/services to be provided by the listed SDVE. If the offeror submitting the proposal is a qualified SDVE, the offeror must be listed in the appropriate table on the Participation Commitment Form.

- Documentation of Intent to Participate – The offeror must either provide a properly completed **Exhibit D**, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance date by the SDVE or a recently dated letter of intent signed and dated no earlier than the RFP issuance date by the SDVE which: (1) must describe the products/services the SDVE will provide and (2) must include the SDV Documents described below as evidence that the SDVE is qualified, as defined herein.

- Service-Disabled Veteran (SDV) Documents - If a participating organization is an SDVE, unless previously submitted within the past five (5) years to the DPMM, the offeror **must** provide the following Service-Disabled Veteran (SDV) documents:

  ✓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.

  NOTE:

  a) If the offeror submitting the proposal is a qualified SDVE, the offeror must include the SDV Documents as evidence that the offeror qualifies as an SDVE. However, the offeror is not required to complete **Exhibit D**, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

  b) If the SDVE and SDV are listed on the following Internet address, the offeror is not required to provide the SDV Documents listed above.

  http://oa.mo.gov/sites/default/files/sdvelisting.pdf

b. Commitment – If awarded a contract, the SDVE participation committed to by the offeror on **Exhibit C**, Participation Commitment, shall be interpreted as a contractual requirement.

c. Definition - Qualified SDVE:

1) SDVE is 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;

2) SDVE has 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;

3) SDVE has the management and daily business operations controlled by one (1) or more SDVs;

4) SDVE has 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

5) SDVE possesses the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

4.15 American Made:

4.15.1 In accordance with the Domestic Products Procurement Act (hereinafter referred to as the Buy American Act) sections 34.350 to 34.359, RSMo, the offeror is advised that any goods purchased or leased by any public agency shall be manufactured or produced in the United States.

4.15.2 Offerors 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 offerors whose products do not qualify.

4.15.3 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.

4.15.4 If the offeror 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.

4.15.5 In accordance with the Buy American Act, the offeror must provide proof of compliance with section 34.353, RSMo. Therefore the offeror should complete and return **Exhibit E**, certification regarding proof of compliance, with the proposal. This document must be satisfactorily completed prior to an award of a contract.

4.16 Executive Order 04-09, Offshore:

4.16.1 If any products and/or services offered under this RFP are being manufactured or performed at sites outside the United States, the offeror MUST disclose such fact and provide details with the proposal.

********** END OF PROPOSAL SUBMISSION INFORMATION AND REQUIREMENTS **********

PRICING PAGE

In addition to the mandatory equipment/features specified in Exhibit A, the offender transportation buses shall be equipped with all standard equipment for the model proposed by the offeror. The offeror shall state below a total firm, fixed price for the specified model; the price must include delivery, warranty and manuals/documentation. 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.***

UNSPSC Code: 25101502 – *Busses* Estimated Quantity: 2

LINE ITEM 1 – OFFENDER TRANSPORTATION BUSES

Model Year 2017 Chassis which meets the specifications contained in Exhibit A.

Model Year 2017 School Bus Body which meets the specifications contained in Exhibit A.

Bus shall be equipped with all standard equipment for the model proposed.

Firm, Fixed Total Price Equipped as Specified in Exhibit A: $_____ EACH

Make, Model and Year of Bus Proposed: _____

OPTION PRICING FOR LINE ITEM 1:

In addition to the mandatory specifications stated on Exhibit A, the offeror should also quote firm, fixed prices for available options as listed below:

Line Item 2 – Exterior steel window screens (installed) (minimum 14 gauge steel) $_____

Line Item 3 – Blind rear metal vision panels without windows $_____

Line Item 4 – Interior Security Partition (Constructed with heavy-duty steel frame and two (2) metal sliding doors) $_____

Employee Bidding/Conflict of Interest:

Offerors 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 offeror or any owner of the offeror'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: _____

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

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

EXHIBIT A
SPECIFICATION COMPLIANCE VERIFICATION

EXHIBIT REVISED BY ADDENDUM 01

As indicated in paragraph 4.6.2 of the RFP, the offeror may offer any brand of bus that meets or exceeds the specifications stated herein. In order to verify the offeror's compliance with the specifications, ***it is highly desirable that*** the offeror complete and submit **Exhibit A** indicating whether the buses proposed by the offeror meet or exceed the specifications identified herein. It is the offeror'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 specifications.

If the offeror's proposed bus meets the specification requirement listed, then the offeror ***should*** mark or initial each blank in the "Meets Requirements" column, as applicable, to confirm that the specifications are met by the offeror.

If the offeror's proposed bus exceeds a specification requirement listed, then the offeror ***should*** mark or initial each blank in the "Exceeds Requirements" column, as applicable, to confirm that the specifications have been exceeded by the offeror. The offeror should also include an explanation of how the proposed bus exceeds the specification stated. The offeror is warned that if a bid fails to meet or exceed the specifications identified herein, the bid will be considered non-compliant and will not be eligible for contract award.

NOTE: All specification lines ***should*** be marked or initialed as applicable. The offeror should not mark or initial both columns of a specification requirement.

MEETS Requirements	EXCEEDS Requirements	MANDATORY SPECIFICATIONS	If proposed bus EXCEEDS requirements, please explain how it exceeds in the space provided below.
The following makes/models are for <u>reference only</u> and shall not be considered mandatory. • 2017 Bluebird All American Class D-FE Bus or equivalent • 2017 Bluebird Vision Class C Bus or equivalent			
MANDATORY CHASSIS FEATURES AND EQUIPMENT			
		WHEELBASE: 232" to 276"	
		GVWR: Shall not exceed 36,200 lbs.	
		EXTERIOR COLOR: White	
		ENGINE: diesel	
		200 – 280 HP	
		6.7 Liters minimum	
		Cummins ISB	
		TRANSMISSION: Allison PTS 2500 SEM Series or equivalent	
		Five (5) forward speeds; one (1) reverse	
		BATTERIES: Manufacturer's Standard (Group-31)	
		Minimum 2100 CCA at 0° F	
		ALTERNATOR: Minimum 240 amp	
		12 volts	
		EXHAUST: Diesel Exhaust Fluid (DEF) injection system	

		DEF tank capacity – minimum 12 gallons	
		External access to DEF tank	
		Locking cover for both DEF tank and diesel fuel tank	
		COOLING SYSTEM: Manufacturer's standard	
		Antifreeze protection to -34° F or colder	
		Transmission fluid cooled by minimum 2100 BTU heat exchanger external to radiator	
		FRONT AXLE: Minimum 13, 200 lb. capacity	
		REAR AXLE: Minimum 21,000 lb. capacity	
		BRAKES: 4-wheel hydraulic disc brakes with 4-channel antilock brake system	
		Manufacturer's standard parking/emergency brake	
		SPRINGS & SHOCKS: Manufacturer's standard front and rear	
		FRAME: Manufacturer's standard	
		FUEL TANK: Minimum 60 gallon capacity	
		Primary fuel filter/water separator on fuel line	
		Secondary manufacturer's standard fuel filter on engine	
		WHEELS: Manufacturer's standard	
		Black hubs	
		TIRES: 11R22.5 All-position radials	
		STEERING: Tilting and telescoping steering column	
		CONTROLS/INSTRUMENTATION: Manufacturer's standard	
		TOW HOOKS: Front and rear	
MANDATORY BODY FEATURES AND EQUIPMENT			
		BODY: Manufacturer's standard for heavy-duty bus (Blue Bid, Thomas Built or equivalent)	
		EXTERIOR COLOR: White exterior	
		Black front and rear bumpers	
		BODY PANELS: Manufacturer's standard for heavy-duty bus	
		SEATING: Accommodate a minimum of forty-eight (48) adult passengers at two (2) per seat	
		PASSENGER SEATS: Bench-type seats with high backs	
		Shall have Fireblock upholstery	

		DRIVERS SEAT: Air ride high back	
		Shall have driver's shoulder harness	
		ROOF RUNNING LIGHTS: Manufacturer's standard	
		HEATING: Manufacturer's standard to maintain internal temperature of 70° F	
		AIR CONDITIONING: Manufacturers standard to maintain internal temperature of 70° F with ambient temperature of 95° F and 50% relative humidity	
		Must be a roof-top system	
		DEFROSTER FANS: Manufacturer's standard	
		MIRRORS: 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	
		HEADROOM: Minimum interior height of 77 inches measured at center of the bus	
		VENT HATCHES: Minimum of two (2) escape type hatches	
		EMERGENCY EXIT WINDOWS: Minimum of two (2) on each side	
		ELECTRICAL SYSTEM: Manufacturer's standard	
		LIGHTS: Manufacturer standard interior and exterior	
		ENTRY DOORS & COMPARTMENTS: All entry doors and all compartments must have locking capability	
		KEYS: Must include a minimum of two (2) keys per bus	

EXHIBIT B

DELIVERY, WARRANTY AND CONTRACTOR SUPPORT

DELIVERY

The offeror should provide detailed information to the question below regarding the buses proposed:

1) The desired delivery is sixty (60) calendar days after the receipt of a properly executed order.

- If offeror's delivery is different, the offeror should state delivery in days after receipt of order:

_____ calendar days ARO.

WARRANTY

The offeror should provide detailed information below regarding the warranty for the proposed buses. The warranty shall commence upon delivery and acceptance of the buses by the State of Missouri.

2) How long is the warranty (i.e. years, miles, etc.)?

_____
_____
_____

3) What is covered by the warranty?

_____
_____
_____

Authorized Service Center: The contractor should 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.

4) The offer 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:

_____
_____
_____
_____

CONTRACTOR SUPPORT

The offeror should complete the following information as it relates to their ability to service and support the State of Missouri:

5) Primary Business Location: _____
_____
_____
_____

6) Primary Business Hours: _____
_____

7) The offeror should provide the following information regarding the primary person/section designated to serve as a single point of contact for the Missouri contract.

PRIMARY CONTACT:

Name/Title: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

MISSOURI ECONOMIC IMPACT

In addition, the offeror should provide detailed information below concerning the services performed in the State of Missouri:

8) The offeror should provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.

_____
_____
_____
_____

9) The offeror should provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.

_____
_____
_____
_____

10) The offeror should provide a description of the company's economic presence within the State of Missouri (e.g., type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other), including Missouri employee statistics.

_____
_____
_____
_____

EXHIBIT C
PARTICIPATION COMMITMENT

Minority Business Enterprise/Women Business Enterprise (MBE/WBE) and/or Organization for the Blind/Sheltered Workshop and/or Service-Disabled Veteran Business Enterprise (SDVE) Participation Commitment – If the offeror is committing to participation by or if the offeror is a qualified MBE/WBE and/or organization for the blind/sheltered workshop and/or a qualified SDVE, the offeror must provide the required information in the appropriate table(s) below for the organization proposed and must submit the completed exhibit with the offeror's proposal.

For Minority Business Enterprise (MBE) and/or Woman Business Enterprise (WBE) Participation, if proposing an entity certified as both MBE and WBE, the offeror must either (1) enter the participation percentage under MBE or WBE, **or** must (2) divide the participation between both MBE and WBE. If dividing the participation, do not state the total participation on both the MBE and WBE Participation Commitment tables below. Instead, divide the total participation as proportionately appropriate between the tables below.

MBE Participation Commitment Table		
(The services performed or the products provided by the listed MBE 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 Each Qualified Minority Business Enterprise (MBE) Proposed	**Committed Percentage of Participation for Each MBE** (% of the Actual Total Contract Value)	**Description of Products/Services to be Provided by Listed MBE** *The offeror should also include the paragraph number(s) from the RFP which requires the product/service the MBE is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.*
1.	%	Product/Service(s) proposed: RFP Paragraph References:
2.	%	Product/Service(s) proposed: RFP Paragraph References:
3.	%	Product/Service(s) proposed: RFP Paragraph References:
4.	%	Product/Service(s) proposed: RFP Paragraph References:
Total MBE Percentage:	%	

EXHIBIT C (continued)

WBE Participation Commitment Table		
(The services performed or the products provided by the listed WBE 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 Each Qualified Women Business Enterprise (WBE) proposed	**Committed Percentage of Participation for Each WBE** (% of the Actual Total Contract Value)	**Description of Products/Services to be Provided by Listed WBE** *The offeror should also include the paragraph number(s) from the RFP which requires the product/service the WBE is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.*
1.	%	Product/Service(s) proposed: RFP Paragraph References:
2.	%	Product/Service(s) proposed: RFP Paragraph References:
3.	%	Product/Service(s) proposed: RFP Paragraph References:
4.	%	Product/Service(s) proposed: RFP Paragraph References:
Total WBE Percentage:	**%**	

Organization for the Blind/Sheltered Workshop Commitment Table	
By completing this table, the offeror commits to the use of the organization at the greater of $5,000 or 2% of the actual total dollar value of contract.	
(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	**Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop** *The offeror should also include the paragraph number(s) from the RFP which requires the product/service the organization for the blind/sheltered workshop is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.*
1.	Product/Service(s) proposed: RFP Paragraph References:
2.	Product/Service(s) proposed: RFP Paragraph References:

EXHIBIT C (continued)

SDVE Participation Commitment Table		
(The services performed or the products provided by the listed SDVE 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 Each Qualified Service-Disabled Veteran Business Enterprise (SDVE) Proposed	**Committed Percentage of Participation for Each SDVE** (% of the Actual Total Contract Value)	**Description of Products/Services to be Provided by Listed SDVE** *The offeror should also include the paragraph number(s) from the RFP which requires the product/service the SDVE is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.*
1.	%	Product/Service(s) proposed: RFP Paragraph References:
2.	%	Product/Service(s) proposed: RFP Paragraph References:
Total SDVE Percentage:	**%**	

EXHIBIT D

DOCUMENTATION OF INTENT TO PARTICIPATE

If the offeror is proposing to include the participation of a Minority Business Enterprise/Women Business Enterprise (MBE/WBE) and/or Organization for the Blind/Sheltered Workshop and/or qualified Service-Disabled Veteran Business Enterprise (SDVE) in the provision of the products/services required in the RFP, the offeror must either provide a recently dated letter of intent, signed and dated no earlier than the RFP issuance date, from each organization documenting the following information, or complete and provide this Exhibit with the offeror's proposal.

~ Copy This Form For Each Organization Proposed ~

Offeror 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 offeror identified above.

Indicate appropriate business classification(s):

____ MBE ____ WBE ____ Organization for the Blind ____ Sheltered Workshop ____ SDVE

Name of Organization: _____
(Name of MBE, WBE, Organization for the Blind, Sheltered Workshop, or SDVE)

Contact Name: _____ Email: _____

Address (If SDVE, provide MO Address): _____ Phone #: _____

City: _____ Fax #: _____

State/Zip: _____ Certification # _____ (or attach copy of certification)

SDVE's Website Address: _____ Certification Expiration Date: _____

Service-Disabled Veteran's (SDV) Name: _____ SDV's Signature: _____
(Please Print)

PRODUCTS/SERVICES PARTICIPATING ORGANIZATION AGREED TO PROVIDE

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

_____
_____
_____
_____

Authorized Signature:

_____ _____
Authorized Signature of Participating Organization (MBE, WBE, Organization for the Blind, Sheltered Workshop, or SDVE) *Date (Dated no earlier than the RFP issuance date)*

EXHIBIT D (continued)

DOCUMENTATION OF INTENT TO PARTICIPATE

SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE (SDVE)

If a participating organization is an SDVE, unless the Service-Disabled Veteran (SDV) documents were previously submitted within the past five (5) years to the Division of Purchasing (Purchasing), the offeror **must** provide the following SDV documents:

- 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.

(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.)

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

☐ No, I have not previously submitted the SDV documents specified above to Purchasing and therefore have enclosed the SDV documents.

☐ Yes, I previously submitted the SDV documents specified above within the past five (5) years to Purchasing.

Date SDV Documents were Submitted: _____

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

(NOTE: If the proposed SDVE and SDV are listed on the Purchasing SDVE database located at http://content.oa.mo.gov/sites/default/files/sdvelisting.pdf, then the SDV documents have been submitted to Purchasing 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, Purchasing will remove the SDVE and associated SDV from the database.)

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

EXHIBIT E
DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN) PREFERENCE

In accordance with sections 34.350-34.359, RSMo, the offeror is instructed to provide information regarding the point of manufacture for each of the products being proposed 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 offeror 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, law, agreement, or regulation 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 OFFEROR MUST COMPLETE THE FOLLOWING APPLICABLE TABLES TO CERTIFY WHETHER:
(Table 1) ALL products proposed are manufactured or produced in the U.S. and qualify for the Domestic Products Procurement Act Preference; OR
(Table 2) ALL products proposed 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 proposed fall into the prior two categories so an item-by-item certification is necessary.
The offeror 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 proposed 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 proposed 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 PROPOSED FALL INTO PRIOR TWO TABLES)

- For those line items for which a U.S.-manufactured or produced product is proposed, 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 proposed 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 proposed 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 proposed that are foreign manufactured or produced and do not otherwise qualify for the Domestic Products Procurement Act Preference.
- List country where product proposed is manufactured or produced.

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

(Exhibit continues on next page)

EXHIBIT E, 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 proposed 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 proposed 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 offeror 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.

SIGNATURE (If submitting proposal electronically, scanned or typed signature is acceptable)

COMPANY NAME

STATE OF MISSOURI
DIVISION OF PURCHASING
TERMS AND CONDITIONS -- REQUEST FOR PROPOSAL

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any addendum 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 (Purchasing)**. The agency is also responsible for payment.
b. **Addendum** means a written, official modification to an RFP.
c. **Amendment** means a written, official modification to a contract.
d. **Attachment** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
e. **Proposal End Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
f. **Vendor** means the supplier, offeror, person, or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
g. **Buyer** means the procurement staff member of Purchasing. The **Contact Person** as referenced herein is usually the Buyer.
h. **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.
i. **Contractor** means a supplier, offeror, person, or organization who is a successful vendor as a result of an RFP and who enters into a contract.
j. **Exhibit** applies to forms which are included with an RFP for the vendor to complete and submit with the sealed proposal prior to the specified end date and time.
k. **Request for Proposal (RFP)** means the solicitation document issued by Purchasing to potential vendors 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 Addendums thereto.
l. **May** means that a certain feature, component, or action is permissible, but not required.
m. **Must** means that a certain feature, component, or action is a mandatory condition.
n. **Pricing Page(s)** applies to the form(s) on which the vendor must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the vendor with the sealed proposal prior to the specified proposal end date and time.
o. **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 Purchasing.
p. **Shall** has the same meaning as the word must.
q. **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 Purchasing.
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 RFP 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/REQUEST FOR PROPOSAL DOCUMENT

a. It shall be the vendor's responsibility to ask questions, request changes or clarification, or otherwise advise Purchasing if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from vendors regarding specifications, requirements, competitive proposal process, etc., must be directed to the buyer from Purchasing, unless the RFP specifically refers the vendor to another contact. Such e-mail, fax, or phone communication should be received at least ten calendar days prior to the official proposal end date.
b. Every attempt shall be made to ensure that the vendor receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all vendors will be advised, via the issuance of an addendum to the RFP, of any relevant or pertinent information related to the procurement. Therefore, vendors are advised that unless specified elsewhere in the RFP, any questions received less than ten calendar days prior to the RFP end date may not be answered.
c. Vendors are cautioned that the only official position of the State of Missouri is that which is issued by Purchasing in the RFP or an addendum thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
d. Purchasing monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among vendors, price-fixing by vendors, or any other anticompetitive conduct by vendors 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 RFP is available for viewing and downloading on the MissouriBUYS Statewide eProcurement System. Registered vendors are electronically notified of those proposal opportunities that match the commodity codes for which the vendor registered in MissouriBUYS. If a registered vendor's e-mail address is incorrect, the vendor must update the e-mail address themselves on the state's MissouriBUYS Statewide eProcurement System at https://missouribuys.mo.gov/ .
f. Purchasing reserves the right to officially amend or cancel an RFP after issuance. It shall be the sole responsibility of the vendor to monitor the MissouriBUYS Statewide eProcurement System to obtain a copy of the addendum(s). Registered vendors who received e-mail notification of the proposal opportunity when the RFP was established and registered vendors who have responded to the RFP on-line prior to an addendum being issued should receive e-mail notification of the addendum(s). Registered vendors who received e-mail notification of the proposal opportunity when the RFP was established and registered vendors who have responded to the proposal on-line prior to a cancellation being issued should receive e-mail notification of a cancellation issued prior to the exact end date and time specified in the RFP.

4. PREPARATION OF PROPOSALS

a. Vendors must examine the entire RFP carefully. Failure to do so shall be at the vendor's risk.

b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
c. Unless otherwise specifically stated in the RFP, 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 vendor 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 proposal. In addition, the vendor 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. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.
d. Proposals lacking any indication of intent to offer 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 RFP.
e. In the event that the vendor 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 RFP, such a vendor may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses. The vendor should include a complete list of statutory references and citations for each provision of the RFP, which is affected by this paragraph. The statutory limitations and prohibitive clauses may (1) be requested to be clarified in writing by Purchasing or (2) be accepted without further clarification if the statutory limitations and prohibitive clauses are deemed acceptable by Purchasing. If Purchasing 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 RFP.
f. All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer unless the RFP 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 RFP.
h. Proposals, including all prices therein, shall remain valid for 90 days from proposal opening or Best and Final Offer (BAFO) submission unless otherwise indicated. If the proposal is accepted, the entire proposal, including all prices, shall be firm for the specified contract period.
i. Any foreign vendor 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 proposal in order to be considered for award.

5. SUBMISSION OF PROPOSALS

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

6. PROPOSAL OPENING

a. Proposal openings are public on the end date and at the opening time specified on the RFP document. Only the names of the respondents shall be read at the proposal opening. All vendors may view the same proposal response information on the MissouriBUYS Statewide eProcurement System. The contents of the responses shall not be disclosed at this time.
b. Proposals which are not received in the Purchasing office prior to the official end date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late proposals may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

7. PREFERENCES

a. In the evaluation of proposals, 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 vendor and request clarification of the intended proposal. 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 vendor shall be subject to evaluation if deemed by Purchasing to be in the best interest of the State of Missouri.
c. The vendor 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 RFP, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.

d. Awards shall be made to the vendor whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the vendor, and all other evaluation criteria specified in the RFP and any subsequent negotiations and (3) complies with chapter 34, RSMo, other applicable Missouri statutes, and all applicable Executive Orders.
e. In the event all vendors fail to meet the same mandatory requirement in an RFP, Purchasing reserves the right, at its sole discretion, to waive that requirement for all vendors and to proceed with the evaluation. In addition, Purchasing reserves the right to waive any minor irregularity or technicality found in any individual proposal.
f. Purchasing reserves the right to reject any and all proposals.
g. When evaluating a proposal, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a proposal, from a vendor, from vendor's references, or from any other source.
h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.
i. Negotiations may be conducted with those vendors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing vendors.
j. Any award of a contract shall be made by notification from Purchasing to the successful vendor. Purchasing 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 Purchasing based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
k. Pursuant to section 610.021, RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
l. Purchasing posts all proposal results on the MissouriBUYS Statewide eProcurement System for all vendors to view for a reasonable period after proposal award and maintains images of all proposal file material for review. Vendors who include an e-mail address with their proposal will be notified of the award results via e-mail.
m. Purchasing reserves the right to request clarification of any portion of the vendor's response in order to verify the intent of the vendor. The vendor is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
n. Any proposal 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).
o. The final determination of contract(s) award shall be made by Purchasing.

9. CONTRACT/PURCHASE ORDER

a. By submitting a proposal, the vendor agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
b. A binding contract shall consist of: (1) the RFP, addendums thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) Purchasing's acceptance of the proposal by "notice of award" or by "purchase order." All Exhibits and Attachments included in the RFP 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 Purchasing 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 Purchasing.
d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFP.
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 Purchasing, (2) be fit and sufficient for the purpose expressed in the RFP, (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 proposal 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, Purchasing may cancel the contract. At its sole discretion, Purchasing 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 Purchasing 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, Purchasing will issue a notice of cancellation terminating the contract immediately. If it is determined Purchasing improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
c. If Purchasing cancels the contract for breach, Purchasing 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 Purchasing 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 vendor/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 vendor/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 Purchasing immediately.
b. Upon learning of any such actions, Purchasing 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, Purchasing shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by Purchasing 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 the vendor's failure to maintain compliance with chapter 144, RSMo, may eliminate their proposal 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 10-19-15

END OF DOCUMENT

STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING (PURCHASING)
REQUEST FOR PROPOSAL (RFP)

SOLICITATION/OPPORTUNITY (OPP) NO.: RFPC30034901700021
TITLE: Offender Transportation Buses
ISSUE DATE: 07/12/16

REQ NO.: NR 931 YYY16709103
BUYER: Teri Schulte
PHONE NO.: (573) 522-3296
E-MAIL: teri.schulte@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: 08/02/16 AT 2:00 PM CENTRAL TIME (END DATE)

VENDORS ARE ENCOURAGED TO RESPOND ELECTRONICALLY THROUGH HTTPS://MISSOURIBUYS.MO.GOV BUT MAY RESPOND BY HARD COPY (See Mailing Instructions Below)

MAILING INSTRUCTIONS: Print or type **Solicitation/OPP Number** and **End Date** on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in the Purchasing office (301 W High Street, Room 630) by the return date and time.

	(U.S. Mail)		(Courier Service)
RETURN PROPOSAL TO:	**PURCHASING**	**or**	**PURCHASING**
	PO BOX 809		**301 WEST HIGH STREET, RM 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 vendor 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 Request for Proposal (Revised 10/19/15). The vendor further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The vendor further agrees that upon receipt of an authorized purchase order from the Division of Purchasing 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 vendor and the State of Missouri. The vendor shall understand and agree that in order for their proposal to be considered for evaluation, they must be registered in MissouriBUYS. If not registered at time of proposal opening, the vendor must register in MissouriBUYS upon request by the state immediately after proposal opening.

SIGNATURE REQUIRED

VENDOR NAME	MissouriBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN)
Central States Bus Sales, Inc.	
MAILING ADDRESS	
2450 Cassens Drive	
CITY, STATE, ZIP CODE	
Fenton, MO 63026	

CONTACT PERSON	EMAIL ADDRESS
Louis Tagliaferre	loutag@centralstatesbus.com
PHONE NUMBER	FAX NUMBER
636-343-6050	636-326-2501
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE)	
_X__ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___IRS Tax-Exempt	
AUTHORIZED SIGNATURE	DATE
Louis Tagliaferre	8/1/16
PRINTED NAME	TITLE
Louis Tagliaferre	Commercial Bus Sales Manager

Instructions for Submitting a Solicitation Response

The Division of Purchasing is now posting all of its bid solicitation documents on the new MissouriBUYS Bid Board (https://www.missouribuys.mo.gov). MissouriBUYS is the State of Missouri's web-based statewide eProcurement system which is powered by WebProcure, through our partner, Perfect Commerce.

For all bid solicitations, vendors now have the option of submitting their solicitation response either as an electronic response or as a hard copy response. As a means to save vendors the expense of submitting a hard copy response and to provide vendors both the ease and the timeliness of responding from a computer, vendors are encouraged to submit an electronic response. Both methods of submission are explained briefly below and in more detail in the step-by-step instructions provided at https://missouribuys.mo.gov/pdfs/how_to_respond_to_a_solicitation.pdf. (This document is also on the Bid Board referenced above.)

- **ELECTRONIC RESPONSES:** To respond electronically to a solicitation, the vendor must first register with MissouriBUYS by going to the MissouriBUYS Home Page (https://missouribuys.mo.gov), clicking the "Register" button at the top of the page, and completing the Vendor Registration. Once registered the vendor accesses their account by clicking the "Login" button at the top of the MissouriBUYS Home Page. After locating the desired solicitation on the Bid Board, at a minimum, the vendor must read and accept the Original Solicitation Documents and complete pricing and any other identified requirements. In addition, the vendor should download and save all of the Original Solicitation Documents on their computer so that they can prepare their response to these documents. Vendors should upload their completed response to these downloaded documents (including exhibits, forms, and other information concerning the solicitation) as an attachment to the electronic solicitation response. Step-by-step instructions for how a registered vendor responds to a solicitation electronically are available on the MissouriBUYS system at: https://missouribuys.mo.gov/pdfs/how_to_respond_to_a_solicitation.pdf. Any such electronic submissions must be received prior to the specified end date and time.

    - Vendors are encouraged to submit their entire proposal electronically; however in lieu of attaching exhibits, forms, pricing, etc. to the electronic solicitation response, a vendor may submit the exhibits, forms, pricing, etc. through mail or courier service. However, any such submission must be received prior to the solicitation's specified end date and time. Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any hard copy solicitation response documents submitted through mail or courier service.

    - In the event a registered vendor electronically submits a solicitation response and also mails hard copy documents that are not identical, the vendor should explain which response is valid for the state's consideration. In the absence of such explanation, the state reserves the right to evaluate and award the response which serves its best interest.

- **HARD COPY RESPONSES:** When responding with a hard copy response, any such submission must be received prior to the specified end date and time. Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any hard copy solicitation response documents.

**********END OF INSTRUCTIONS FOR SUBMITTING SOLICITATION RESPONSE**********

1. INTRODUCTION AND GENERAL INFORMATION

This section of the RFP includes a brief introduction and background information about the intended acquisition for which the requirements herein are written. The contents of this section are intended for informational purposes and do not require a response.

1.1 Purpose:

1.1.1 This document constitutes a request for sealed proposals from prospective offerors for the purchase of offender transportation buses for the Missouri Department of Corrections in accordance with the requirements and provisions stated herein.

1.2 Awarded Bid & Contract Document Search:

1.2.1 Both the previous contract (C114159001) and the previous procurement documentation (B1E14159) may be viewed and printed from the Division of Purchasing's **Awarded Bid & Contract Document Search** located on the Internet at http://oa.mo.gov/purchasing.

********** END OF INTRODUCTION AND GENERAL INFORMATION **********

2. CONTRACTUAL REQUIREMENTS

This section of the RFP includes the general contract requirements and provisions that shall govern the contract after RFP award. The contents of this section include mandatory provisions that must be adhered to by the state and the contractor unless changed by a contract amendment. Response to this section by the offeror is not necessary as all provisions are mandatory.

2.1 Contract:

2.1.1 A binding contract shall consist of: (1) the RFP, addendums thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) the Division of Purchasing's acceptance of the proposal by "notice of award". All Exhibits and Attachments included in the RFP 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 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 page 1 of the Request for Proposal (RFP). 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 Payment Terms:

2.4.1 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 update their vendor registration with their ACH-EFT payment information at https://MissouriBUYS.mo.gov. 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 RFP.

2.4.2 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.

2.4.3 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 RFP, or mutually agreed to by the state and the contractor. Payment terms should be net 30 days unless otherwise stated in the RFP. 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/mostatutes/ChaptersIndex/chaptIndex034.html

2.5 Contractor Liability:

2.5.1 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.

2.5.2 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 Independent Contractor:

2.6.1 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.

2.7 Coordination:

2.7.1 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 throughout the effective period of the contract.

2.8 Estimated Quantities:

2.8.1 The quantities indicated in this Request for Proposal are estimates that pertain to the total aggregate quantities that may be ordered incrementally at multiple times 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.

2.9 Insurance:

2.9.1 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.

a. In the event any insurance coverage is canceled, the state agency must be notified within thirty (30) calendar days.

2.10 Termination:

2.10.1 The Division of Purchasing 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.

2.11 Participation by Other Organizations:

2.11.1 The contractor must comply with any Organization for the Blind/Sheltered Workshop, Service-Disabled Veteran Business Enterprise (SDVE), and/or Minority Business Enterprise/Women Business Enterprise (MBE/WBE) participation levels committed to in the contractor's awarded proposal.

2.11.2 The contractor shall prepare and submit to the Division of Purchasing a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops, SDVEs, and/or MBE/WBEs 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.

2.11.3 The Division of Purchasing will monitor the contractor's compliance in meeting the Organizations for the Blind/Sheltered Workshop and SDVE participation levels committed to in the contractor's awarded proposal. The Division of Purchasing in conjunction with the Office of Equal Opportunity (OEO) will monitor the contractor's compliance in meeting the MBE/WBE participation levels committed to in the contractor's awarded proposal. 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 determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.

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

a. The contractor must obtain the written approval of the Division of Purchasing 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 detailing all efforts made to secure a replacement. The Division of Purchasing 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.

2.11.5 No later than 30 days after the contract's expiration date, the contractor must submit an affidavit to the Division of Purchasing. 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 website at http://oa.mo.gov/sites/default/files/bswaffidavit.doc or another affidavit providing the same information.

2.12 Contractor's Personnel:

2.12.1 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.

2.12.2 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.

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

2.13 Subcontractors:

2.13.1 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.

2.14 Confidentiality and Security Documents:

2.14.1 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.

********** END OF CONTRACTUAL REQUIREMENTS **********

3. PERFORMANCE REQUIREMENTS

This section of the RFP includes requirements and provisions relating specifically to the performance requirements of the state agency. The contents of this section include mandatory requirements that will be required of the successful offeror and subsequent contractor. Response to this section by the offeror is requested. The offeror's response, whether responding to a mandatory requirement or a desired attribute will be binding upon the contractor in event the proposal is accepted by the state.

3.1 General:

3.1.1 The contractor must provide 2017 model year offender transportation buses with all manufacturers' standard equipment and any additional equipment identified herein 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 as specified on **Exhibit A** herein.

3.1.2 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.

3.1.3 The bus shall meet Federal Motor Vehicle Standards for school buses with the exception that the color of the bus provided shall be white.

3.1.4 All options and/or accessories stated herein shall be manufacturers' original equipment. Aftermarket options and/or accessories shall not be acceptable. As applicable, all options must be factory installed.

3.1.5 The bus shall be equipped with all manufacturer standard emergency equipment.

3.2 Warranty:

3.2.1 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 buses are accepted by the state agency and placed into service.

3.2.2 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.

3.3 Authorized Service Center:

3.3.1 The contractor should 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.

3.4 Certificate of Origin, Title Application and Invoice:

3.4.1 The contractor must furnish a Certificate of Origin, a title application, and an invoice for the buses to the state agency at the following address:

Missouri Department of Corrections
8416 No More Victims Road, Dock A
Jefferson City, MO 65101

NOTE: The contractor shall be advised that the above location can only be accessed via the Militia Drive exit off of US-50.

3.5 Delivery Performance:

3.5.1 The contractor must coordinate its delivery schedule with Mandie Morris, Facilities Operations Manager, at 573-526-0157.

3.5.2 The contractor shall deliver the buses in accordance with the contracted delivery times stated herein to the state agency upon receipt of an authorized purchase order. The delivery must be coordinated with the state agency.

3.5.3 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.

3.5.4 The contractor shall comply with the manufacturer's recommended pre-delivery service. The buses shall be complete with all components, clean, lubricated, serviced and ready for immediate service.

3.6 Manuals:

3.6.1 The contractor shall provide two (2) complete hard copy owner's manuals at no additional cost to the state agency. If available, manuals should also be provided in electronic format.

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.

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 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 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 Repair or Replacement of Damaged Product:

3.8.1 The contractor shall be responsible for repairing any item or components received in damaged condition at no cost to the State of Missouri. In the event the item cannot be repaired or if the repair would otherwise compromise the integrity of the commodity and the manufacturer warranty, then the contractor must replace the item or component in its entirety at no additional cost to the state. This includes all delivery/transportation costs for returning non-functional items to the contractor for replacement.

********** **END OF PERFORMANCE REQUIREMENTS** **********

4. OFFEROR'S SUBMISSION INFORMATION

This section of the RFP includes information and instructions to the offeror that is integral to their proposal submittal. The contents of this section are informational and instructional. Many of the instructional provisions require certain actions by the offeror regarding submission a proposal.

4.1 Contact:

4.1.1 Any and all communication from offerors regarding specifications, requirements, competitive procurement process, etc. related to the RFP 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 proposal opening date.

4.2 Submission of Offers:

4.2.1 If the offeror is submitting a hardcopy response, the offeror should include an original document, plus four (4) copies.

a. Both the original and the copies should be printed on recycled paper and double sided. All proposals and copies should minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves and binding.

b. Imaging Ready: Except for any portion of a proposal qualifying as proprietary or confidential as determined by the Division of Purchasing as specified above, after a contract is executed or all proposals are rejected, all proposals are scanned into the Division of Purchasing imaging system. The scanned information will be available for viewing through the Internet from the Division of Purchasing Public Record Search system. Therefore, the offeror is advised not to include any information in the proposal that the offeror does not want to be viewed by the public, including personal identifying information such as social security numbers. In preparing a proposal, the offeror should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the proposal and should limit proposal content to items that provide substance, quality of content, and clarity of information.

4.2.2 If the offeror is submitting an electronic response, the offeror should refer to page 2 of this RFP for applicable submission instructions.

4.2.3 Open Records: Pursuant to section 610.021, RSMo, the offeror's proposal shall be considered an open record after a contract is executed or all proposals are rejected. The offeror shall not submit the entire proposal as proprietary or confidential. The offeror may submit a part of the proposal as confidential, but only if the proprietary or confidential nature of the material is provided for in section 610.021, RSMo. Proprietary or confidential portions of the offeror's proposal allowed by the statute need to be separated, sealed, and clearly marked as confidential within the offeror's proposal. Also, the offeror should provide adequate explanation of what qualifies the material to be held as confidential pursuant to the provisions of section 610.021, RSMo.

4.3 Business Compliance:

4.3.1 The offeror must be in compliance with the laws regarding conducting business in the State of Missouri. The offeror certifies by signing the signature page of this original document and any addendum signature page(s) that the offeror 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 offeror shall provide documentation of compliance upon request by the Division of Purchasing. The compliance to conduct business in the state shall include but may not be limited to:

- Registration of business name (if applicable) with the Secretary of State at http://sos.mo.gov/business/startBusiness.asp

- 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)

4.3.2 The offeror should refer to the Missouri Business Portal at http://business.mo.gov for additional information.

4.4 Competitive Negotiation of Proposals:

4.4.1 The offeror is advised that under the provisions of this Request for Proposal, the Division of Purchasing reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

a. Negotiations may be conducted in person, in writing, or by telephone.

b. Negotiations will only be conducted with potentially acceptable proposals. The Division of Purchasing reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All offerors involved in the negotiation process will be invited to submit a best and final offer.

c. Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.

d. The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Division of Purchasing determines that a change in such requirements is in the best interest of the State of Missouri.

4.5 Compliance with Terms and Conditions:

4.5.1 The offeror 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 RFP and its contractual requirements. The offeror agrees that in the event of conflict between any of the offeror's terms and conditions and those contained in the RFP, that the RFP shall govern. Taking exception to the State's terms and conditions may render an offeror's proposal unacceptable and remove it from consideration for award.

4.5.2 Offerors are cautioned that the State of Missouri will not award a non-compliant proposal and, as a result, any offeror indicating non-compliance with any requirements, terms, conditions and provisions of the RFP will be eliminated from further consideration for award unless the State exercises its sole option to competitively negotiate the respective proposal(s) and the offeror resolves the noncompliant issues.

4.6 Open Competition:

4.6.1 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.

4.6.2 The offeror may offer any brand of product that meets or exceeds the specifications. In addition to identifying the manufacturer's name and model number, the offeror must explain in detail how their product meets or exceed the specifications. Proposal, which do not comply with the requirement and the specifications, are subject to rejection without clarification.

4.7 Description of Product:

4.7.1 The offeror must confirm that their proposed offender transportation buses meet or exceed all mandatory requirements and specifications by completing (checking all specification boxes) and submitting **Exhibit A**. It is the offeror's responsibility to make sure all products proposed are adequately described in order to conduct an evaluation of the proposal 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.

4.7.2 Preprinted Marketing Materials: The offeror may submit preprinted marketing materials with the proposal. However, the offeror 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 offeror. The offeror is strongly discouraged from relying on such materials in presenting products and services for consideration by the state.

4.7.3 It is the offeror's responsibility to provide detailed information about how the item proposed meets the specifications presented herein. If preprinted marketing materials do not specifically address each specification, the offeror 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 proposal, the buyer may, but is not required to, seek written clarification from the offeror to provide assurance that the product bid meets specifications.

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 offeror offers that item, then the unit of measure being proposed by the offeror must be clearly identified on the pricing page. All mathematical conversions should be shown by the offeror, 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 proposal prices. However, for any resulting contract, the unit of measure offered will be the unit of measure awarded. Offerors are encouraged to contact the Buyer **prior to** submission of their proposal to discuss anticipated unit modifications. The offeror is cautioned that the State of Missouri reserves the right to clarify the unit of measure modification or to disqualify the proposal 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 Proposal Detail Requirements and Deviations:

4.9.1 It is the offeror's responsibility to submit a proposal that meets all mandatory specifications stated herein. The offeror should clearly identify any and all deviations from both the mandatory and desirable specifications stated in the RFP. Any deviation from a mandatory requirement may render the proposal non-responsive. Any deviation from a desirable specification may be reviewed by the state as to its acceptability and impact on competition.

4.9.2 **Offerors should note**: A descriptive brochure of the model proposed may not be acceptable as clear identification of deviations from the written specification.

4.10 Evaluation and Award Process:

4.10.1 After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below:

Evaluation Criteria Scoring Category	Maximum Points
Cost	110
Delivery, Warranty and Contractor Support	80
MBE/WBE Participation	10
TOTAL	**200**

4.10.2 After an initial screening process, a question and answer conference or interview may be conducted with the offeror, if deemed necessary by the Division of Purchasing. In addition, the offeror may be asked to make an oral presentation of their proposal during the conference. Attendance cost at the conference shall be at the offeror's expense. All arrangements and scheduling shall be coordinated by the Division of Purchasing.

4.11 Price Submission and the Evaluation of Cost:

4.11.1 Price Submission: The offeror shall submit a total firm, fixed unit price for line item 1 on the Pricing Page of the RFP. Pricing must include all mandatory specifications stated in **Exhibit A**. 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.***

a. In addition to the firm, fixed price stated for line item 1, the offeror should provide pricing for the optional items stated on the Pricing Page (line items 2, 3 and 4).

4.11.2 Evaluation of Cost: The evaluation of cost shall be objective based on the firm, fixed price stated for line item 1 on the Pricing Page. The cost evaluation shall include all mandatory requirements, including delivery, warranty and manuals/documentation. However, the State of Missouri reserves the right to evaluate optional items, if deemed necessary. The cost evaluation shall be completed as follows:

a. The firm, fixed unit price quoted for line item 1 shall be multiplied by the quantity stated on the Pricing Page.

1) The lowest firm, fixed unit price stated shall receive the maximum allowable cost points. All competitors shall be prorated between offerors based on the lowest offeror's total price. Cost points shall be calculated using the following formula:

$$\frac{\text{Lowest Responsive Bidder's Price}}{\text{Compared Bidder's Price}} \times \text{Maximum Allowable Cost Points} = \text{Cost evaluation points}$$

b. The award shall be made to the lowest priced responsive offeror for line item 1. Option line items 2, 3 and 4 shall be awarded to the lowest responsive offeror for line item 1.

4.12 Evaluation of Offeror's Delivery, Warranty and Contractor Support:

4.12.1 The evaluation of delivery, warranty and contractor support shall be subjective based on fact. Information provided by the offeror in response to **Exhibit B** of this RFP, as well as information gained from any other source during the evaluation process, may be used in the subjective evaluation.

4.13 Evaluation of Offeror's Minority Business Enterprise (MBE)/ Women Business Enterprise (WBE) Participation:

4.13.1 In order for the Division of Purchasing (Purchasing) to meet the provisions of Executive Order 05-30, the offeror should secure participation of certified MBEs and WBEs in providing the products/services required in this RFP. The targets of participation recommended by the State of Missouri are 10% MBE and 5% WBE of the total dollar value of the contract.

a. These targets can be met by a qualified MBE/WBE offeror themselves and/or through the use of qualified subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for MBE/WBE participation.

b. The services performed or the products provided by MBE/WBEs 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 MBE/WBEs is utilized, to any extent, in the offeror'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.

c. In order to be considered as meeting these targets, the MBE/WBEs must be "qualified" by the proposal opening date (date the proposal is due). (See below for a definition of a qualified MBE/WBE.)

4.13.2 The offeror's proposed participation of MBE/WBE firms in meeting the targets of the RFP will be considered in the evaluation process as specified below:

a. If Participation Meets Target: Offerors proposing MBE and WBE participation percentages that meet the State of Missouri's target participation percentage of 10% for MBE and 5% for WBE shall be assigned the maximum stated MBE/WBE Participation evaluation points.

b. If Participation Exceeds Target: Offerors proposing MBE and WBE participation percentages that exceed the State of Missouri's target participation shall be assigned the same MBE/WBE Participation evaluation points as those meeting the State of Missouri's target participation percentages stated above.

c. If Participation Below Target: Offerors proposing MBE and WBE participation percentages that are lower than the State of Missouri's target participation percentages of 10% for MBE and 5% for WBE shall be assigned a proportionately lower number of the MBE/WBE Participation evaluation points than the maximum MBE/WBE Participation evaluation points.

d. If No Participation: Offerors failing to propose any commercially useful MBE/WBE participation shall be assigned a score of 0 in this evaluation category.

4.13.3 MBE/WBE Participation evaluation points shall be assigned using the following formula:

$\frac{\text{Offeror's Proposed MBE \%} \leq 10\% + \text{WBE \%} \leq 5\%}{\text{State's Target MBE \% (10)} + \text{WBE \% (5)}}$	x	Maximum MBE/WBE Participation Evaluation points (10)	=	Assigned MBE/WBE Participation points

4.13.4 If the offeror is proposing MBE/WBE participation, in order to receive evaluation consideration for MBE/WBE participation, the offeror must provide the following information with the proposal.

a. Participation Commitment - If the offeror is proposing MBE/WBE participation, the offeror must complete **Exhibit C**, Participation Commitment, by listing each proposed MBE and WBE, the committed percentage of participation for each MBE and WBE, and the commercially useful products/services to be provided by the listed MBE and WBE. If the offeror submitting the proposal is a qualified MBE and/or WBE, the offeror must include the offeror in the appropriate table on the Participation Commitment Form.

b. Documentation of Intent to Participate – The offeror must either provide a properly completed **Exhibit D**, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance date by each MBE and WBE proposed or must provide a recently dated letter of intent signed and dated no earlier than the RFP issuance date by each MBE and WBE proposed which: (1) must describe the products/services the MBE/WBE will provide and (2) should include evidence that the MBE/WBE is

qualified, as defined herein. (i.e., the MBE/WBE Certification Number or a copy of MBE/WBE certificate issued by the Missouri OEO.)

NOTE: If the offeror submitting the proposal is a qualified MBE and/or WBE, the offeror is not required to complete **Exhibit D**, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

4.13.5 Commitment – If the offeror's proposal is awarded, the percentage level of MBE/WBE participation committed to by the offeror on **Exhibit C**, Participation Commitment, shall be interpreted as a contractual requirement.

4.13.6 Definition -- Qualified MBE/WBE:

a. In order to be considered a qualified MBE or WBE for purposes of this RFP, the MBE/WBE must be certified by the State of Missouri, Office of Administration, Office of Equal Opportunity (OEO) by the proposal opening date.

b. MBE or WBE means a business that is a sole proprietorship, partnership, joint venture, or corporation in which at least fifty-one percent (51%) of the ownership interest is held by minorities or women and the management and daily business operations of which are controlled by one or more minorities or women who own it.

c. Minority is defined as belonging to one of the following racial minority groups: African Americans, Native Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos, Aleuts, and other groups that may be recognized by the Office of Advocacy, United States Small Business Administration, Washington, D.C.

4.13.7 Resources - A listing of several resources that are available to assist offerors in their efforts to identify and secure the participation of qualified MBEs and WBEs is available at the website shown below or by contacting the Office of Equal Opportunity (OEO) at:

Office of Administration, Office of Equal Opportunity
Harry S Truman Bldg., Room 630
P.O. Box 809
Jefferson City, MO 65102-0809
Phone: (877) 259-2963 or (573) 751-8130
Fax: (573) 522-8078
Web site: http://oeo.mo.gov

4.14 Preference for Organizations for the Blind and Sheltered Workshops/Service-Disabled Veteran Business Enterprises (SDVEs):

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 offerors 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 offeror 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 offeror'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 offeror 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 offeror must provide the following information with the proposal:

- Participation Commitment - The offeror must complete **Exhibit C**, 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 offeror submitting the proposal is an organization for the blind or sheltered workshop, the offeror must be listed in the appropriate table on the Participation Commitment Form.

- Documentation of Intent to Participate – The offeror must either provide a properly completed **Exhibit D**, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP 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 RFP 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 offeror submitting the proposal is an organization for the blind or sheltered workshop, the offeror is not required to complete **Exhibit D**, 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/special-education/sheltered-workshops/directories

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 offeror's proposal is awarded, the organization for the blind or sheltered workshop participation committed to by the offeror on **Exhibit C**, Participation Commitment, shall be interpreted as a contractual requirement.

Service-Disabled Veteran Business Enterprises (SDVEs)

4.14.2 Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, the Division of Purchasing (Purchasing) 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). A three (3) point bonus preference shall be granted to offerors including products and/or services manufactured, produced or assembled by a qualified SDVE.

a. In order to qualify for the three bonus points, the following conditions must be met and the following evidence must be provided:

1) The offeror must either be an SDVE or must be proposing to utilize an SDVE as a subcontractor and/or supplier that provides at least three percent (3%) of the total contract value.

2) The services performed or the products provided by the SDVE 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 SDVE are utilized, to any extent, in the offeror'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) In order to receive evaluation consideration for participation by an SDVE, the offeror must provide the following information with the proposal:

- Participation Commitment - The offeror must complete **Exhibit C**, Participation Commitment, by identifying each proposed SDVE, the committed percentage of participation for each SDVE, and the commercially useful products/services to be provided by the listed SDVE. If the offeror submitting the proposal is a qualified SDVE, the offeror must be listed in the appropriate table on the Participation Commitment Form.

- Documentation of Intent to Participate – The offeror must either provide a properly completed **Exhibit D**, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance date by the SDVE or a recently dated letter of intent signed and dated no earlier than the RFP issuance date by the SDVE which: (1) must describe the products/services the SDVE will provide and (2) must include the SDV Documents described below as evidence that the SDVE is qualified, as defined herein.

- Service-Disabled Veteran (SDV) Documents - If a participating organization is an SDVE, unless previously submitted within the past five (5) years to the DPMM, the offeror **must** provide the following Service-Disabled Veteran (SDV) documents:

  ✓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.

  NOTE:

  a) If the offeror submitting the proposal is a qualified SDVE, the offeror must include the SDV Documents as evidence that the offeror qualifies as an SDVE. However, the offeror is not required to complete **Exhibit D**, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

  b) If the SDVE and SDV are listed on the following Internet address, the offeror is not required to provide the SDV Documents listed above.

  http://oa.mo.gov/sites/default/files/sdvelisting.pdf

b. Commitment – If awarded a contract, the SDVE participation committed to by the offeror on **Exhibit C**, Participation Commitment, shall be interpreted as a contractual requirement.

c. Definition - Qualified SDVE:

1) SDVE is 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;

2) SDVE has 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;

3) SDVE has the management and daily business operations controlled by one (1) or more SDVs;

4) SDVE has 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

5) SDVE possesses the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

4.15 American Made:

4.15.1 In accordance with the Domestic Products Procurement Act (hereinafter referred to as the Buy American Act) sections 34.350 to 34.359, RSMo, the offeror is advised that any goods purchased or leased by any public agency shall be manufactured or produced in the United States.

4.15.2 Offerors 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 offerors whose products do not qualify.

4.15.3 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.

4.15.4 If the offeror 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.

4.15.5 In accordance with the Buy American Act, the offeror must provide proof of compliance with section 34.353, RSMo. Therefore the offeror should complete and return **Exhibit E**, certification regarding proof of compliance, with the proposal. This document must be satisfactorily completed prior to an award of a contract.

4.16 Executive Order 04-09, Offshore:

4.16.1 If any products and/or services offered under this RFP are being manufactured or performed at sites outside the United States, the offeror MUST disclose such fact and provide details with the proposal.

********** END OF PROPOSAL SUBMISSION INFORMATION AND REQUIREMENTS **********

PRICING PAGE

In addition to the mandatory equipment/features specified in Exhibit A, the offender transportation buses shall be equipped with all standard equipment for the model proposed by the offeror. The offeror shall state below a total firm, fixed price for the specified model; the price must include delivery, warranty and manuals/documentation. 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***.

UNSPSC Code: 25101502 – *Busses* Estimated Quantity: 2

LINE ITEM 1 – OFFENDER TRANSPORTATION BUSES

Model Year 2017 Chassis which meets the specifications contained in Exhibit A.

Model Year 2017 School Bus Body which meets the specifications contained in Exhibit A.

Bus shall be equipped with all standard equipment for the model proposed.

Firm, Fixed Total Price Equipped as Specified in Exhibit A: $ **112,800*** EACH

Make, Model and Year of Bus Proposed: **2017 Blue Bird, All American FE**

*Bus includes 3 Pt. Seats which are required by FMVSS if not ordered as a prison bus. To be considered a prison bus it must be ordered with line item 2 or 4. Please deduct $6,300 from base price if bench seats are desired when ordering with line item 2 and or 4.

OPTION PRICING FOR LINE ITEM 1:

In addition to the mandatory specifications stated on Exhibit A, the offeror should also quote firm, fixed prices for available options as listed below:

Line Item 2 – Exterior steel window screens (installed) (Minimum 14 gauge steel) $ 5,000

Line Item 3 – Blind rear metal vision panels without windows $ 500

Line Item 4 – Interior Security Partition (Constructed with heavy-duty steel frame and two (2) metal sliding doors) $ 1,500

Employee Bidding/Conflict of Interest:

Offerors 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 offeror or any owner of the offeror'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: _____

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

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

EXHIBIT A
SPECIFICATION COMPLIANCE VERIFICATION

As indicated in paragraph 4.6.2 of the RFP, the offeror may offer any brand of bus that meets or exceeds the specifications stated herein. In order to verify the offeror's compliance with the specifications, the offeror MUST complete and submit **Exhibit A** indicating whether the buses proposed by the offeror meet or exceed the specifications identified herein. It is the offeror'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 specifications.

If the offeror's proposed bus meets the specification requirement listed, then the offeror must mark or initial each blank in the "Meets Requirements" column, as applicable, to confirm that the specifications are met by the offeror.

If the offeror's proposed bus exceeds a specification requirement listed, then the offeror must mark or initial each blank in the "Exceeds Requirements" column, as applicable, to confirm that the specifications have been exceeded by the offeror. The offeror should also include an explanation of how the proposed bus exceeds the specification stated. The offeror is warned that if a bid fails to meet or exceed the specifications identified herein, the bid will be considered non-compliant and will not be eligible for contract award.

NOTE: All specification lines must be marked or initialed as applicable. The offeror should not mark or initial both columns of a specification requirement.

MEETS Requirements	EXCEEDS Requirements	MANDATORY SPECIFICATIONS	If proposed bus EXCEEDS requirements, please explain how it exceeds in the space provided below.
The following makes/models are for <u>reference only</u> and shall not be considered mandatory. • 2017 Bluebird All American Class D-FE Bus or equivalent • 2017 Bluebird Vision Class C Bus or equivalent			
MANDATORY CHASSIS FEATURES AND EQUIPMENT			
X		**WHEELBASE:** 232" to 276"	232" Wheelbase
X		**GVWR:** Shall not exceed 36,200 lbs.	
X		**EXTERIOR COLOR:** White	
X		**ENGINE:** diesel	
X		200 – 280 HP	200 HP @ 520 F/LB
X		6.7 Liters minimum	
X		Cummins ISB	
X		**TRANSMISSION:** Allison PTS 2500 SEM Series or equivalent	
X		Five (5) forward speeds; one (1) reverse	
X		**BATTERIES:** Manufacturer's Standard (Group-31)	3 Group 31
X		Minimum 2100 CCA at 0° F	
X		**ALTERNATOR:** Minimum 240 amp	Leece Neville
X		12 volts	
X		**EXHAUST:** Diesel Exhaust Fluid (DEF) injection system	
	X	DEF tank capacity – minimum 12 gallons	15 Gallon

X		External access to DEF tank	
X		Locking cover for both DEF tank and diesel fuel tank	
X		**COOLING SYSTEM:** Manufacturer's standard	
X		Antifreeze protection to -34° F or colder	
X		Transmission fluid cooled by minimum 2100 BTU heat exchanger external to radiator	
X		**FRONT AXLE:** Minimum 13, 200 lb. capacity	Hendrickson
X		**REAR AXLE:** Minimum 21,000 lb. capacity	Meritor
X		**BRAKES:** 4-wheel hydraulic disc brakes with 4-channel antilock brake system	15" Meritor Front and Rear
X		Manufacturer's standard parking/emergency brake	Foot Actuation & Hand Release
X		**SPRINGS & SHOCKS:** Manufacturer's standard front and rear	Front: Soft Ride Leaf Rear: 2 Stage Leaf
X		**FRAME:** Manufacturer's standard	
X		**FUEL TANK:** Minimum 60 gallon capacity	
X		Primary fuel filter/water separator on fuel line	
X		Secondary manufacturer's standard fuel filter on engine	
X		**WHEELS:** Manufacturer's standard	
X		Black hubs	
X		**TIRES:** 11R22.5 All-position radials	
X		**STEERING:** Tilting and telescoping steering column	
X		**CONTROLS/INSTRUMENTATION:** Manufacturer's standard	
X		**TOW HOOKS:** Front and rear	
MANDATORY BODY FEATURES AND EQUIPMENT			
X		**BODY:** Manufacturer's standard for heavy-duty bus (Blue Bid, Thomas Built or equivalent)	
X		**EXTERIOR COLOR:** White exterior	
X		Black front and rear bumpers	
X		**BODY PANELS:** Manufacturer's standard for heavy-duty bus	16 Guage Steel
X		**SEATING:** Accommodate a minimum of forty-eight (48) adult passengers at two (2) per seat	
	X	**PASSENGER SEATS:** Bench-type seats with high backs	FMVSS requires 3Pt seats if not ordered as prison bus *
X		Shall have Fireblock upholstery	

X		**DRIVERS SEAT:** Air ride high back	
X		Shall have driver's shoulder harness	
X		**ROOF RUNNING LIGHTS:** Manufacturer's standard	
X		**HEATING:** Manufacturer's standard to maintain internal temperature of 70° F	80,000 BTU Front 80,000 BTU Rear 12,000 BTU Driver
X		**AIR CONDITIONING:** Manufacturers standard to maintain internal temperature of 70° F with ambient temperature of 95° F and 50% relative humidity	140,000 BTU
X		Must be a roof-top system	
X		**DEFROSTER FANS:** Manufacturer's standard	(3) 6" Fans
X		**MIRRORS:** One (1) interior rearview	6" X 30"
X		Two (2) exterior side/rearview	
	X	Exterior mirrors must be heated	Heated and Remote
X		Each exterior mirror must consist of a flat and convex mirror	
X		**HEADROOM:** Minimum interior height of 77 inches measured at center of the bus	
X		**VENT HATCHES:** Minimum of two (2) escape type hatches	
X		**EMERGENCY EXIT WINDOWS:** Minimum of two (2) on each side	
X		**ELECTRICAL SYSTEM:** Manufacturer's standard	
X		**LIGHTS:** Manufacturer standard interior and exterior	
X		**ENTRY DOORS & COMPARTMENTS:** All entry doors and all compartments must have locking capability	
X		**KEYS:** Must include a minimum of two (2) keys per bus	

EXHIBIT B

DELIVERY, WARRANTY AND CONTRACTOR SUPPORT

DELIVERY

The offeror should provide detailed information to the question below regarding the buses proposed:

1) The desired delivery is sixty (60) calendar days after the receipt of a properly executed order.

- If offeror's delivery is different, the offeror should state delivery in days after receipt of order:

_____90 -120_____ calendar days ARO.

WARRANTY

The offeror should provide detailed information below regarding the warranty for the proposed buses. The warranty shall commence upon delivery and acceptance of the buses by the State of Missouri.

2) How long is the warranty (i.e. years, miles, etc.)?
_____See Attached Warranty Sheets

3) What is covered by the warranty?
_____ See Attached Warranty Sheets

Authorized Service Center: The contractor should 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.

4) The offer 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

CONTRACTOR SUPPORT

The offeror should complete the following information as it relates to their ability to service and support the State of Missouri:

5) Primary Business Location: __2450 Cassens Drive
__Fenton, MO 63026

6) Primary Business Hours: __8 am – 4:30 Office
___7 am – 11pm Shop

7) The offeror should provide the following information regarding the primary person/section designated to serve as a single point of contact for the Missouri contract.

PRIMARY CONTACT:

Name/Title: Louis Tagliaferre

Telephone Number: 636-343-6050

Fax Number: 636-326-2501

E-Mail Address: loutag@centralstatesbus.com

MISSOURI ECONOMIC IMPACT

In addition, the offeror should provide detailed information below concerning the services performed in the State of Missouri:

8) The offeror should provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.
Provide Sales and service.

9) The offeror should provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.
Central States provides employment for 30 plus employees that all pay Missouri Taxes as well as the company that pays taxes as well.

10) The offeror should provide a description of the company's economic presence within the State of Missouri (e.g., type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other), including Missouri employee statistics.
Central States has a sales office in Missouri.

EXHIBIT C
PARTICIPATION COMMITMENT

Minority Business Enterprise/Women Business Enterprise (MBE/WBE) and/or Organization for the Blind/Sheltered Workshop and/or Service-Disabled Veteran Business Enterprise (SDVE) Participation Commitment – If the offeror is committing to participation by or if the offeror is a qualified MBE/WBE and/or organization for the blind/sheltered workshop and/or a qualified SDVE, the offeror must provide the required information in the appropriate table(s) below for the organization proposed and must submit the completed exhibit with the offeror's proposal.

For Minority Business Enterprise (MBE) and/or Woman Business Enterprise (WBE) Participation, if proposing an entity certified as both MBE and WBE, the offeror must either (1) enter the participation percentage under MBE or WBE, **or** must (2) divide the participation between both MBE and WBE. If dividing the participation, do not state the total participation on both the MBE and WBE Participation Commitment tables below. Instead, divide the total participation as proportionately appropriate between the tables below.

MBE Participation Commitment Table		
(The services performed or the products provided by the listed MBE 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 Each Qualified Minority Business Enterprise (MBE) Proposed	**Committed Percentage of Participation for Each MBE** (% of the Actual Total Contract Value)	**Description of Products/Services to be Provided by Listed MBE** *The offeror should also include the paragraph number(s) from the RFP which requires the product/service the MBE is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.*
1.	%	Product/Service(s) proposed: RFP Paragraph References:
2.	%	Product/Service(s) proposed: RFP Paragraph References:
3.	%	Product/Service(s) proposed: RFP Paragraph References:
4.	%	Product/Service(s) proposed: RFP Paragraph References:
Total MBE Percentage:	%	

EXHIBIT C (continued)

WBE Participation Commitment Table		
(The services performed or the products provided by the listed WBE 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 Each Qualified Women Business Enterprise (WBE) proposed	**Committed Percentage of Participation for Each WBE** (% of the Actual Total Contract Value)	**Description of Products/Services to be Provided by Listed WBE** *The offeror should also include the paragraph number(s) from the RFP which requires the product/service the WBE is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.*
1.	%	Product/Service(s) proposed: RFP Paragraph References:
2.	%	Product/Service(s) proposed: RFP Paragraph References:
3.	%	Product/Service(s) proposed: RFP Paragraph References:
4.	%	Product/Service(s) proposed: RFP Paragraph References:
Total WBE Percentage:	**%**	

Organization for the Blind/Sheltered Workshop Commitment Table By completing this table, the offeror commits to the use of the organization at the greater of $5,000 or 2% of the actual total dollar value of contract.	
(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	**Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop** *The offeror should also include the paragraph number(s) from the RFP which requires the product/service the organization for the blind/sheltered workshop is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.*
1.	Product/Service(s) proposed: RFP Paragraph References:
2.	Product/Service(s) proposed: RFP Paragraph References:

EXHIBIT C (continued)

SDVE Participation Commitment Table		
(The services performed or the products provided by the listed SDVE 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 Each Qualified Service-Disabled Veteran Business Enterprise (SDVE) Proposed	**Committed Percentage of Participation for Each SDVE** (% of the Actual Total Contract Value)	**Description of Products/Services to be Provided by Listed SDVE** *The offeror should also include the paragraph number(s) from the RFP which requires the product/service the SDVE is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.*
1.	%	Product/Service(s) proposed: RFP Paragraph References:
2.	%	Product/Service(s) proposed: RFP Paragraph References:
Total SDVE Percentage:	**%**	

EXHIBIT D

DOCUMENTATION OF INTENT TO PARTICIPATE

If the offeror is proposing to include the participation of a Minority Business Enterprise/Women Business Enterprise (MBE/WBE) and/or Organization for the Blind/Sheltered Workshop and/or qualified Service-Disabled Veteran Business Enterprise (SDVE) in the provision of the products/services required in the RFP, the offeror must either provide a recently dated letter of intent, signed and dated no earlier than the RFP issuance date, from each organization documenting the following information, or complete and provide this Exhibit with the offeror's proposal.

~ Copy This Form For Each Organization Proposed ~

Offeror 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 offeror identified above.

Indicate appropriate business classification(s):

____ MBE ____ WBE ____ Organization for the Blind ____ Sheltered Workshop ____ SDVE

Name of Organization: _____
(Name of MBE, WBE, Organization for the Blind, Sheltered Workshop, or SDVE)

Contact Name: _____ Email: _____

Address (If SDVE, provide MO Address): _____ Phone #: _____

City: _____ Fax #: _____

State/Zip: _____ Certification # _____

SDVE's Website Address: _____ Certification Expiration Date: _____ (or attach copy of certification)

Service-Disabled Veteran's (SDV) Name: _____ SDV's Signature: _____
(Please Print)

PRODUCTS/SERVICES PARTICIPATING ORGANIZATION AGREED TO PROVIDE

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

_____
_____
_____
_____

Authorized Signature:

_____ _____
Authorized Signature of Participating Organization (MBE, WBE, Organization for the Blind, Sheltered Workshop, or SDVE) *Date (Dated no earlier than the RFP issuance date)*

EXHIBIT D (continued)

DOCUMENTATION OF INTENT TO PARTICIPATE

SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE (SDVE)

If a participating organization is an SDVE, unless the Service-Disabled Veteran (SDV) documents were previously submitted within the past five (5) years to the Division of Purchasing (Purchasing), the offeror **must** provide the following SDV documents:

- 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.

(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.)

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

☐ No, I have not previously submitted the SDV documents specified above to Purchasing and therefore have enclosed the SDV documents.

☐ Yes, I previously submitted the SDV documents specified above within the past five (5) years to Purchasing.

Date SDV Documents were Submitted: _____

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

(NOTE: If the proposed SDVE and SDV are listed on the Purchasing SDVE database located at http://content.oa.mo.gov/sites/default/files/sdvelisting.pdf, then the SDV documents have been submitted to Purchasing 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, Purchasing will remove the SDVE and associated SDV from the database.)

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

EXHIBIT E
DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN) PREFERENCE

In accordance with sections 34.350-34.359, RSMo, the offeror is instructed to provide information regarding the point of manufacture for each of the products being proposed 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 offeror 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, law, agreement, or regulation 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 OFFEROR MUST COMPLETE THE FOLLOWING APPLICABLE TABLES TO CERTIFY WHETHER:
(Table 1) ALL products proposed are manufactured or produced in the U.S. and qualify for the Domestic Products Procurement Act Preference; OR
(Table 2) ALL products proposed 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 proposed fall into the prior two categories so an item-by-item certification is necessary.
The offeror 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 proposed are MANUFACTURED OR PRODUCED IN THE U.S.:	X X

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 proposed 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 PROPOSED FALL INTO PRIOR TWO TABLES)

- For those line items for which a U.S.-manufactured or produced product is proposed, 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 proposed 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 proposed 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 proposed that are foreign manufactured or produced and do not otherwise qualify for the Domestic Products Procurement Act Preference.
- List country where product proposed is manufactured or produced.

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

(Exhibit continues on next page)

EXHIBIT E, 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 proposed 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 proposed 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 offeror 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 proposal electronically, scanned or typed signature is acceptable)
Louis Tagliaferre, Commercial Bus Sales Manager

COMPANY NAME Central States Bus Sales, Inc.

STATE OF MISSOURI
DIVISION OF PURCHASING
TERMS AND CONDITIONS – REQUEST FOR PROPOSAL

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any addendum 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 (Purchasing)**. The agency is also responsible for payment.
b. **Addendum** means a written, official modification to an RFP.
c. **Amendment** means a written, official modification to a contract.
d. **Attachment** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
e. **Proposal End Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
f. **Vendor** means the supplier, offeror, person, or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
g. **Buyer** means the procurement staff member of Purchasing. The **Contact Person** as referenced herein is usually the Buyer.
h. **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.
i. **Contractor** means a supplier, offeror, person, or organization who is a successful vendor as a result of an RFP and who enters into a contract.
j. **Exhibit** applies to forms which are included with an RFP for the vendor to complete and submit with the sealed proposal prior to the specified end date and time.
k. **Request for Proposal (RFP)** means the solicitation document issued by Purchasing to potential vendors 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 Addendums thereto.
l. **May** means that a certain feature, component, or action is permissible, but not required.
m. **Must** means that a certain feature, component, or action is a mandatory condition.
n. **Pricing Page(s)** applies to the form(s) on which the vendor must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the vendor with the sealed proposal prior to the specified proposal end date and time.
o. **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 Purchasing.
p. **Shall** has the same meaning as the word must.
q. **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 Purchasing.
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 RFP 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/REQUEST FOR PROPOSAL DOCUMENT

a. It shall be the vendor's responsibility to ask questions, request changes or clarification, or otherwise advise Purchasing if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from vendors regarding specifications, requirements, competitive proposal process, etc., must be directed to the buyer from Purchasing, unless the RFP specifically refers the vendor to another contact. Such e-mail, fax, or phone communication should be received at least ten calendar days prior to the official proposal end date.
b. Every attempt shall be made to ensure that the vendor receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all vendors will be advised, via the issuance of an addendum to the RFP, of any relevant or pertinent information related to the procurement. Therefore, vendors are advised that unless specified elsewhere in the RFP, any questions received less than ten calendar days prior to the RFP end date may not be answered.
c. Vendors are cautioned that the only official position of the State of Missouri is that which is issued by Purchasing in the RFP or an addendum thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
d. Purchasing monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among vendors, price-fixing by vendors, or any other anticompetitive conduct by vendors 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 RFP is available for viewing and downloading on the MissouriBUYS Statewide eProcurement System. Registered vendors are electronically notified of those proposal opportunities that match the commodity codes for which the vendor registered in MissouriBUYS. If a registered vendor's e-mail address is incorrect, the vendor must update the e-mail address themselves on the state's MissouriBUYS Statewide eProcurement System at https://missouribuys.mo.gov/ .
f. Purchasing reserves the right to officially amend or cancel an RFP after issuance. It shall be the sole responsibility of the vendor to monitor the MissouriBUYS Statewide eProcurement System to obtain a copy of the addendum(s). Registered vendors who received e-mail notification of the proposal opportunity when the RFP was established and registered vendors who have responded to the RFP on-line prior to an addendum being issued should receive e-mail notification of the addendum(s). Registered vendors who received e-mail notification of the proposal opportunity when the RFP was established and registered vendors who have responded to the proposal on-line prior to a cancellation being issued should receive e-mail notification of a cancellation issued prior to the exact end date and time specified in the RFP.

4. PREPARATION OF PROPOSALS

a. Vendors must examine the entire RFP carefully. Failure to do so shall be at the vendor's risk.

b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute *minimum requirements*. All proposals must meet or exceed the stated specifications and requirements.
c. Unless otherwise specifically stated in the RFP, 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 vendor 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 proposal. In addition, the vendor 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. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.
d. Proposals lacking any indication of intent to offer 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 RFP.
e. In the event that the vendor 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 RFP, such a vendor may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses. The vendor should include a complete list of statutory references and citations for each provision of the RFP, which is affected by this paragraph. The statutory limitations and prohibitive clauses may (1) be requested to be clarified in writing by Purchasing or (2) be accepted without further clarification if the statutory limitations and prohibitive clauses are deemed acceptable by Purchasing. If Purchasing 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 RFP.
f. All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer unless the RFP 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 RFP.
h. Proposals, including all prices therein, shall remain valid for 90 days from proposal opening or Best and Final Offer (BAFO) submission unless otherwise indicated. If the proposal is accepted, the entire proposal, including all prices, shall be firm for the specified contract period.
i. Any foreign vendor 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 proposal in order to be considered for award.

5. SUBMISSION OF PROPOSALS

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

6. PROPOSAL OPENING

a. Proposal openings are public on the end date and at the opening time specified on the RFP document. Only the names of the respondents shall be read at the proposal opening. All vendors may view the same proposal response information on the MissouriBUYS Statewide eProcurement System. The contents of the responses shall not be disclosed at this time.
b. Proposals which are not received in the Purchasing office prior to the official end date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late proposals may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

7. PREFERENCES

a. In the evaluation of proposals, 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 vendor and request clarification of the intended proposal. 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 vendor shall be subject to evaluation if deemed by Purchasing to be in the best interest of the State of Missouri.
c. The vendor 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 RFP, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.

d. Awards shall be made to the vendor whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the vendor, and all other evaluation criteria specified in the RFP and any subsequent negotiations and (3) complies with chapter 34, RSMo, other applicable Missouri statutes, and all applicable Executive Orders.
e. In the event all vendors fail to meet the same mandatory requirement in an RFP, Purchasing reserves the right, at its sole discretion, to waive that requirement for all vendors and to proceed with the evaluation. In addition, Purchasing reserves the right to waive any minor irregularity or technicality found in any individual proposal.
f. Purchasing reserves the right to reject any and all proposals.
g. When evaluating a proposal, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a proposal, from a vendor, from vendor's references, or from any other source.
h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.
i. Negotiations may be conducted with those vendors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing vendors.
j. Any award of a contract shall be made by notification from Purchasing to the successful vendor. Purchasing 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 Purchasing based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
k. Pursuant to section 610.021, RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
l. Purchasing posts all proposal results on the MissouriBUYS Statewide eProcurement System for all vendors to view for a reasonable period after proposal award and maintains images of all proposal file material for review. Vendors who include an e-mail address with their proposal will be notified of the award results via e-mail.
m. Purchasing reserves the right to request clarification of any portion of the vendor's response in order to verify the intent of the vendor. The vendor is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
n. Any proposal 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).
o. The final determination of contract(s) award shall be made by Purchasing.

9. CONTRACT/PURCHASE ORDER

a. By submitting a proposal, the vendor agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
b. A binding contract shall consist of: (1) the RFP, addendums thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) Purchasing's acceptance of the proposal by "notice of award" or by "purchase order." All Exhibits and Attachments included in the RFP 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 Purchasing 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 Purchasing.
d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFP.
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 Purchasing, (2) be fit and sufficient for the purpose expressed in the RFP, (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 proposal 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, Purchasing may cancel the contract. At its sole discretion, Purchasing 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 Purchasing 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, Purchasing will issue a notice of cancellation terminating the contract immediately. If it is determined Purchasing improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
c. If Purchasing cancels the contract for breach, Purchasing 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 Purchasing 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 vendor/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 vendor/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 Purchasing immediately.
b. Upon learning of any such actions, Purchasing 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, Purchasing shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by Purchasing 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 the vendor's failure to maintain compliance with chapter 144, RSMo, may eliminate their proposal 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 10-19-15

END OF DOCUMENT

BLUE BIRD

2014 ALL AMERICAN

BLUE-BIRD.COM

THE BLUE BIRD ADVANTAGE

PURPOSE DRIVEN, PURPOSE BUILT

Safety Quality Reliability Serviceability

We are 1,500 people who come to work every day with one common goal, to build the world's finest school bus. We are heirs to a rich legacy, one of listening to our customers, embracing their priorities, and delivering innovations that lead the market. All while committing ourselves to four non-negotiables – safety, quality, reliability and serviceability. We embody the interests of every child who rides us, every driver who drives us, every service technician who services us and every district who buys us. More than a business, this work is our heritage, and we have been at it for over 85 years— ***that's purpose driven.***

Because Blue Bird is purpose-driven to listen and respond, our school buses are purpose-built to set the highest standards across all key performance metrics of this demanding market. We singularly focus on engineering and manufacturing school buses. Our chassis are purpose-built exclusively for school bus applications. We don't have to compromise to accommodate trucks or recreational vehicles.

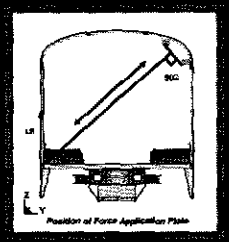
Our new **2014 All American** is a vivid example. Its design captures the best of our former All American models, while adding multiple customer-led product improvements. It shares many body parts with the Blue Bird Vision, resulting in a reduction in parts and service complexity. And cockpit ergonomics enable drivers to effortlessly transfer between the Blue Bird Vision and All American buses without having to learn a new layout for school districts with mixed fleets— ***that's purpose built.***

From chassis to body to cockpit, and from safety to quality to reliability to serviceability, Blue Bird's new 2014 All-American is a winner: a purpose-built school bus from a purpose-driven company that is clearly best-in-class.

	GOOD	BETTER	BEST
Fuel Economy			
Turning Radius			
Visibility			
Cockpit Ergonomics			
Standard Alternator Output			
DEF Reservoir Capacity			
Standard Colorado Rack Test Compliance			
Serviceability			
Paint Warranty			

SAFETY

At Blue Bird, added safety [illegible] is a s[illegible] We tak[illegible] [illegible]rtcuts [illegible] at the [illegible] of the day your children's safe[illegible]ness. This [illegible] was [illegible] [illegible] redesig[illegible] the new All Americans. Fr[illegible] Colorado Rack Test co[illegible] the strength of the bus body in the event [illegible] [illegible]-in-class [illegible] maximizes [illegible] ability for drivers to see more [illegible] the highest [illegible] safety [illegible] into every Blue Bird [illegible] and is at the [illegible] do.

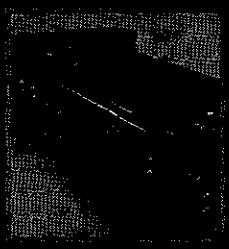


Standard Colorado Rack Test Compliance

The All Americans meet the Colorado Rack Test rollover specification in their standard configuration, not as option like the competition. This highlights the strength of the core bus design.

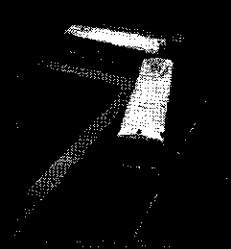
Passenger Safety Cage

Blue Bird's custom designed one-piece roof bow system ensures safe student transportation.



Fuel Tank Between Frame Rails

The fuel tank is strategically mounted between the frame rails for added safety and durability.



Best-In-Class Turning Radius

Superior maneuverability reduces the infringement on other lanes of traffic when taking corners and it also virtually eliminates the need to back up the bus in tight cul-de-sacs.

Rub Rail Protection

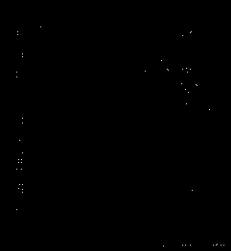
The top 3 rub rails are mounted above the floor level providing additional protection for passengers.

Decreased Operational Engine Noise

Additional insulation in the engine compartment provides quieter operation, allowing drivers to better hear the children.

Improved Driver Visibility

Greater visibility forward and side-to-side for increased safety. Driver's side window is 29% larger with the windshield size also increased by 19%.

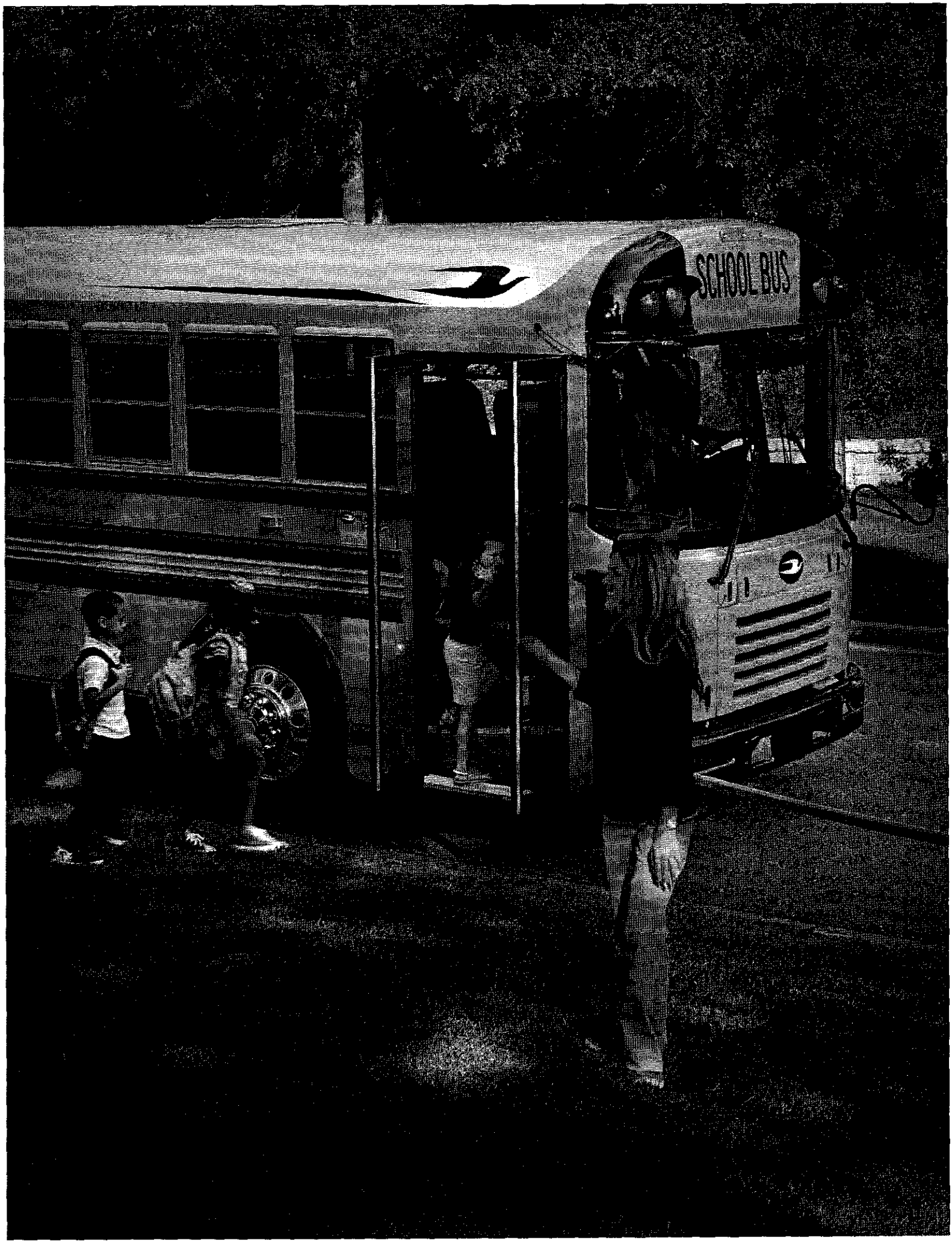


Enhanced Defrost Air Flow

Engineered to thaw the higher section of the windshield faster for increased visibility in inclement weather.

Exclusive Purpose-Built Chassis

Blue Bird's purpose-built chassis further enhances the best-in-class turning radius and allows Blue Bird to provide the greatest custom options as our chassis is specifically designed for bus applications.


SCHOOL BUS

QUALITY, NL[illegible]E AB[illegible]IT

[illegible] Blue Bird's dependability [illegible] has been a paramount [illegible]ance. That's why ever[illegible] Blue Bird that we've manufactured [illegible]ng in 1927 [illegible] we've therefore [illegible] pay attention [illegible] the details that [illegible] performan[illegible] [illegible]ng bo[illegible] customer [illegible]ed. It's pre[illegible] Blue Bird's [illegible] improven[illegible] [illegible] stand[illegible] [illegible]ing [illegible] innovative [illegible] product that's [illegible]ur[illegible] or to[illegible] [illegible] step [illegible] with our [illegible] to our [illegible] [illegible]ions, dependable [illegible] and [illegible] warranty.

Ergonomic Driver's Cockpit

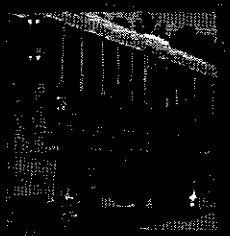
The cockpit has been designed to comfortably fit virtually any body size. Cockpit dashboard is redesigned to match the Blue Bird Vision for seamless driver transition.

Most Fuel Efficient Engines

Blue Bird strives to help fleets save money with the industry's most fuel efficient and EPA compliant engines.

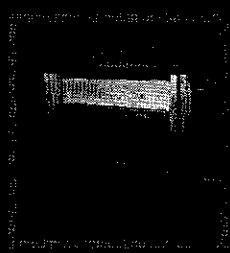
Larger Entrance Door

With today's students transporting larger backpacks, sports equipment and musical instruments, the 5% wider entrance door better accommodates bulky carry-on items.



Industry's Best Paint Warranty

Blue Bird offers the industry's best paint warranty to back our unrivaled paint durability and gloss retention.

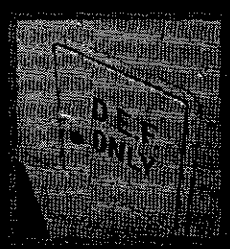


New Window Design

New windows feature an improved top seal, with a felt seal on the upper and lower sash and an enhanced lock rail. This new design allows for ultra-smooth operation.

Blue Bird Capital Services

Competitive financing offers numerous flexible payment options.

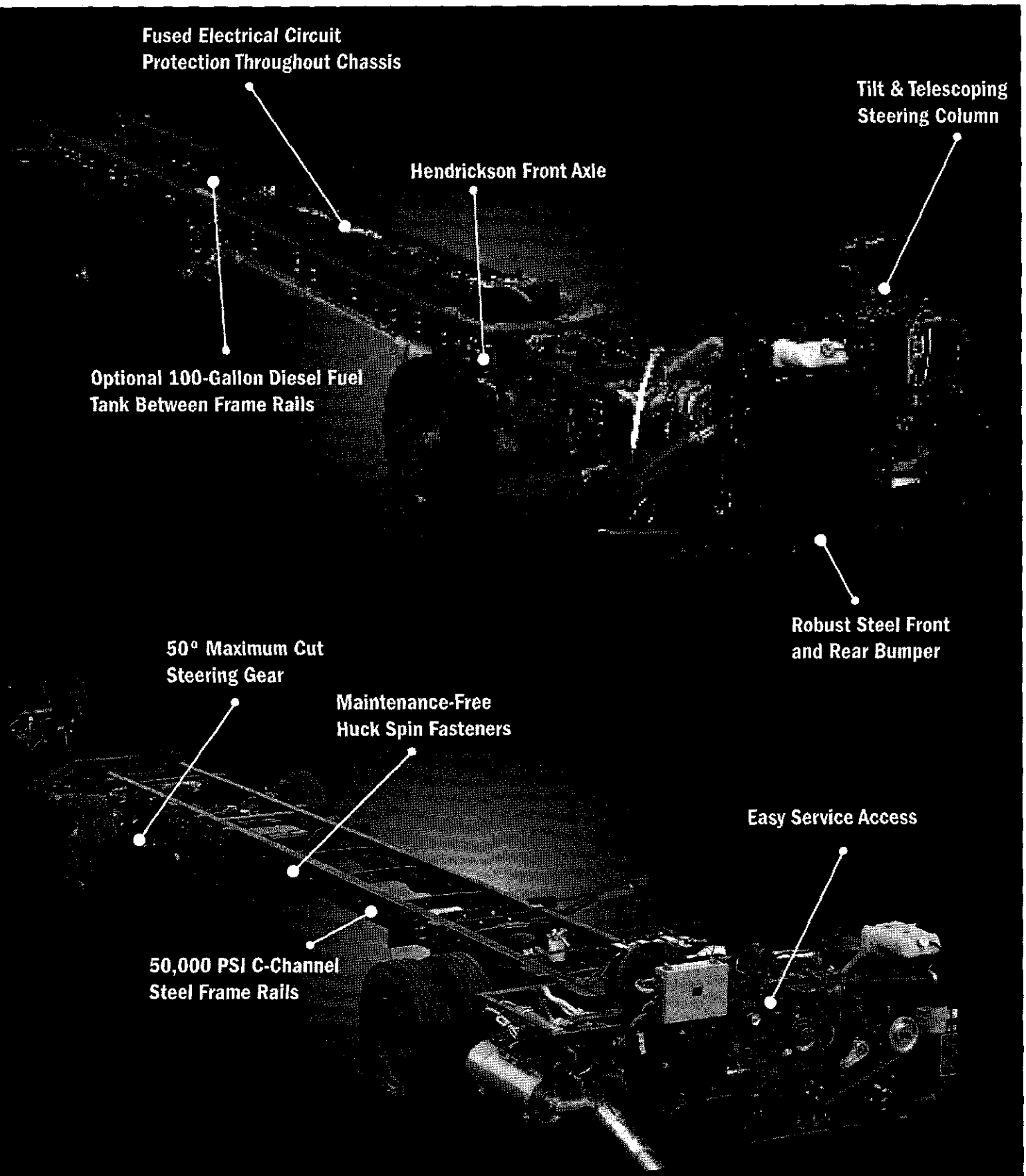


Industry's Largest DEF Tank

Our standard 15-gallon diesel exhaust fluid (DEF) tank is the industry's largest DEF tank offered. Refills are timed with regular maintenance intervals.

Affordable Green Solutions

Blue Bird is the industry leader in alternative-fuel school buses and is dedicated to maintaining this position with our CNG All American models.



Exclusive Purpose-Built Chassis

Blue Bird's exclusive purpose-built chassis, specifically designed for bus applications, blends over 85 years of our finest innovation with unmatched value. From our fuel tank strategically mounted between the frame rails and superior ride quality, to our enhanced overall serviceability, our purpose-built chassis is a hallmark of our commitment to deliver the industry's most reliable and durable buses.

SERVICEABILITY

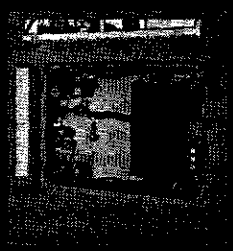
Because your vehicle's uptime is [illegible] us. [illegible] were designed with ease of [illegible] and. The All [illegible] ...ing [illegible] ...and speed for general [illegible] ...intenance and [illegible] repairs. [illegible] ...to our [illegible] accessible [illegible] ...partments, [illegible] ...ed body [illegible] ...work with [illegible] All Americans [illegible] ...technicians [illegible] ...ency. [illegible] ...by design, [illegible] ...ican product [illegible] ...share many [illegible] ...as Blue Bird's superior technical training [illegible] ...and, and [illegible] ...

Enhanced Front Service Door

The forward engine sevice door provides easier access with no special tools required, thus increasing uptime and reducing maintenance time.

Enhanced Rear Service Door

Specifically designed to provide an easier open and close experience, with hinges now located at the top of the door.

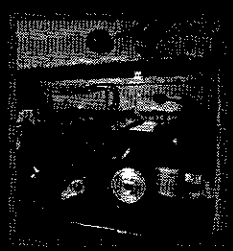


Redesigned Body Electrical

Positive locking body electrical terminals for reliable connections. Also allows for quick and easy maintenance, increasing route uptime.

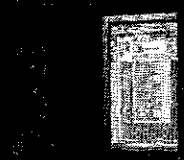
Proven Body Design

The new All Americans share many body parts with the Blue Bird Vision, resulting in a reduction in parts and service complexity.



Spacious Engine Compartment

Intuitive routing of exhaust and cooling system components, with increased engine compartment space, allows for easy access to perform maintenance.



Extensive Parts Network

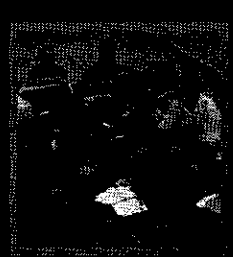
With Blue Bird's extensive parts and support network, customers have piece of mind.

Huck-Spin Fasteners

Blue Bird's huck-spin fasteners will never require re-torquing throughout the life of the vehicle. This is just one more way Blue Bird helps reduce standard maintenance.

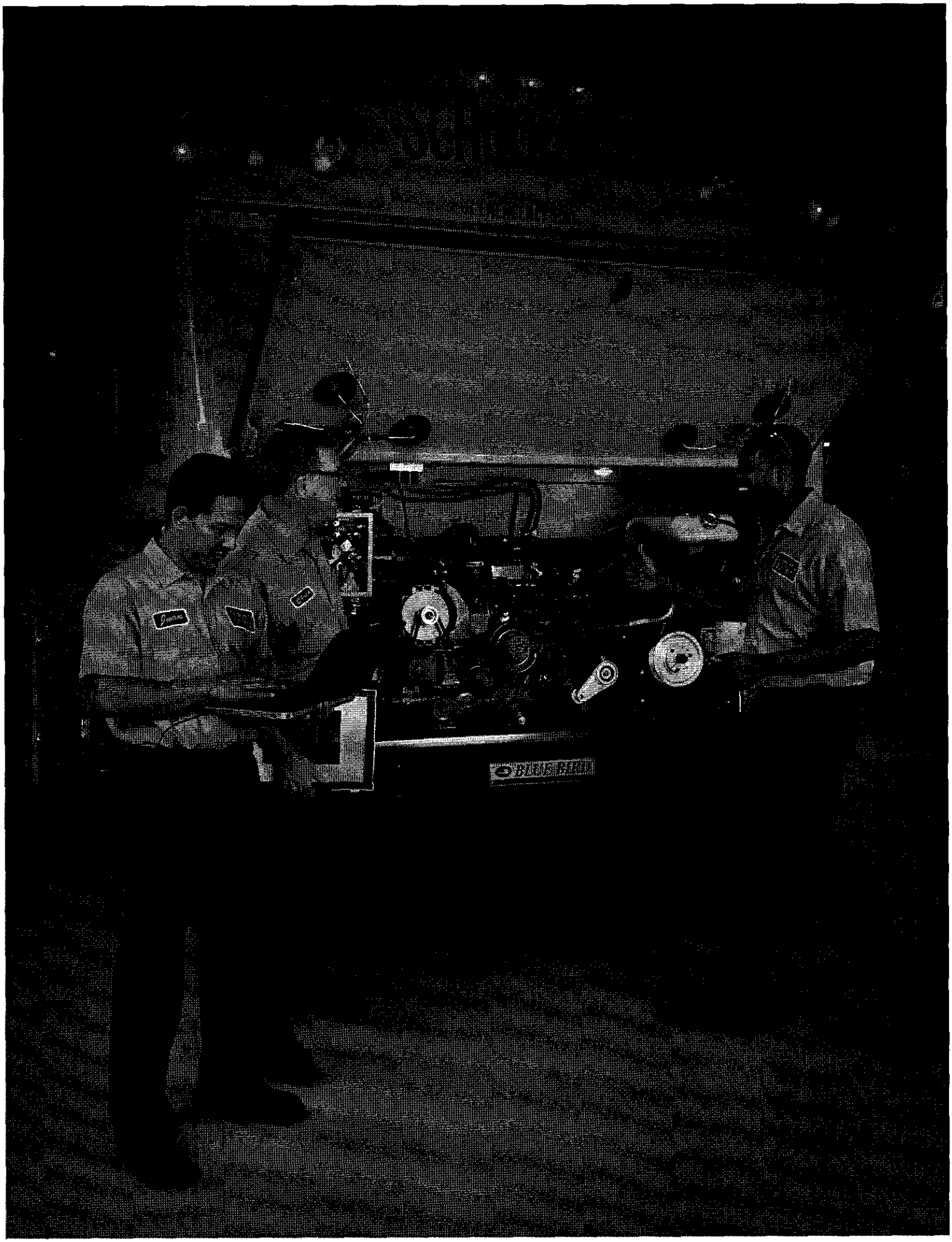
Robust Dealer Network

Your fleet is our dealers' priority. Blue Bird dealers promote the industries finest in sales, support and maintenance.



Factory Trained Technicians

Blue Bird maintains a tradition of leading the school bus industry in both quantity and quality of technical training offered to our customers.



BLUE BIRD IS MORE THAN A COMPANY NAME. IT SYMBOLIZES C
ALONG WITH THE INNOVATION, EXPERTISE AND

Special Needs

Factory-installed lifts and numerous accessories available.

Enhanced Entrance Door

5% wider entrance door with a wider first step allows even the most equipped students easy entry and exit.

Greater Parts Commonality

Greater parts commonality with the Blue Bird Vision reduces parts stocking requirements.

FOCUS AND DEDICATION TO THE SCHOOL BUS INDUSTRY
UTATION WE'VE BUILT FOR OVER 85 YEARS.

Ergonomic and Comfortable Cockpit

Our redesigned ergonomic cockpit provides greater driver comfort with best-in-class driver visibility.

Cup Holder

Our cup holder is an example of our commitment to provide convenience options.

Redesigned Roof Cap

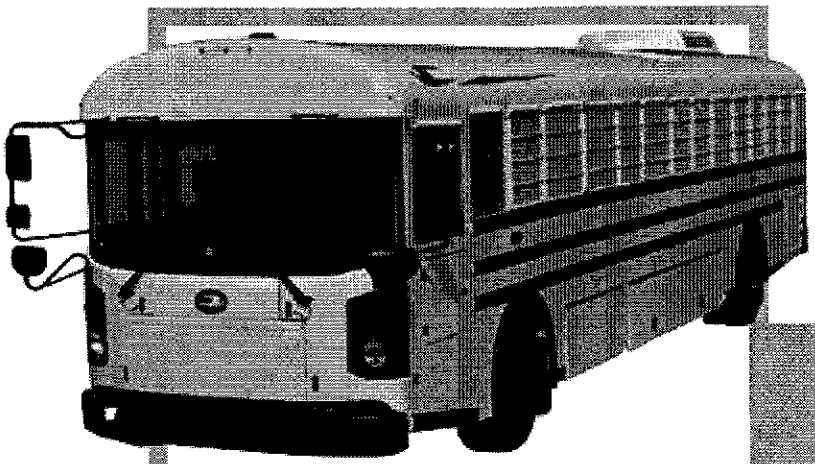
Redesigned heritage roof cap with standard LED clearance and warning lights.

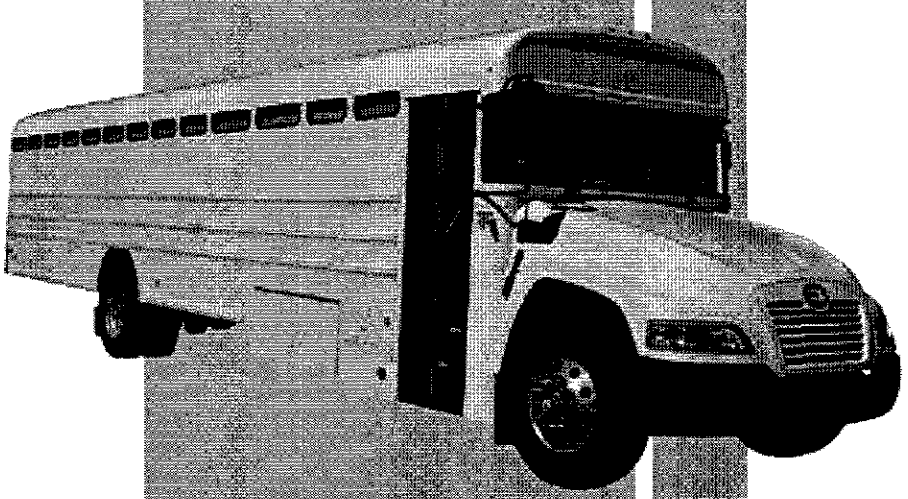
ALL AMERICAN FORWARD ENGINE

ALL AMERICAN REAR ENGINE

BLUE-BIRD.COM

BLUE BIRD
SECURITY TRANSPORTATION





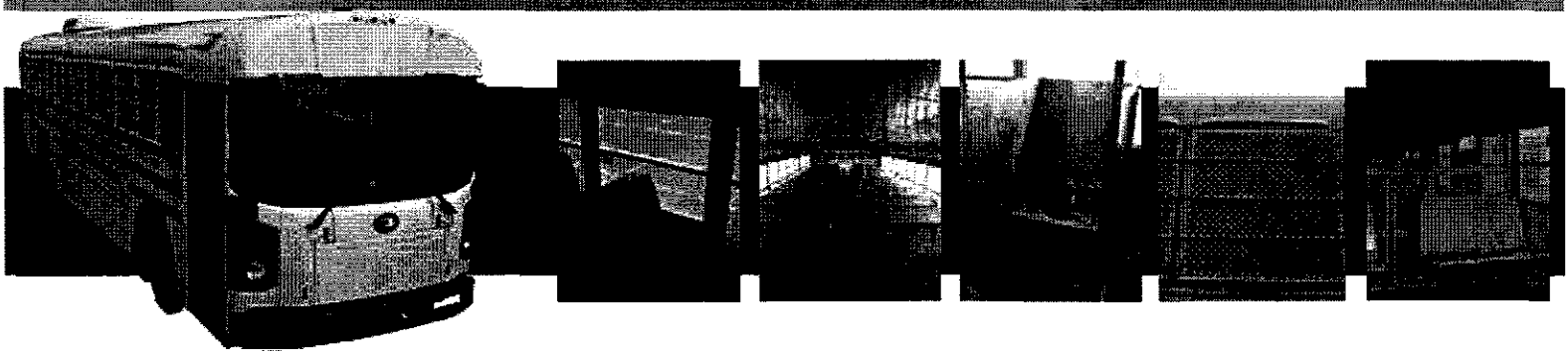
BLUE BIRD®

A heritage of looking ahead.

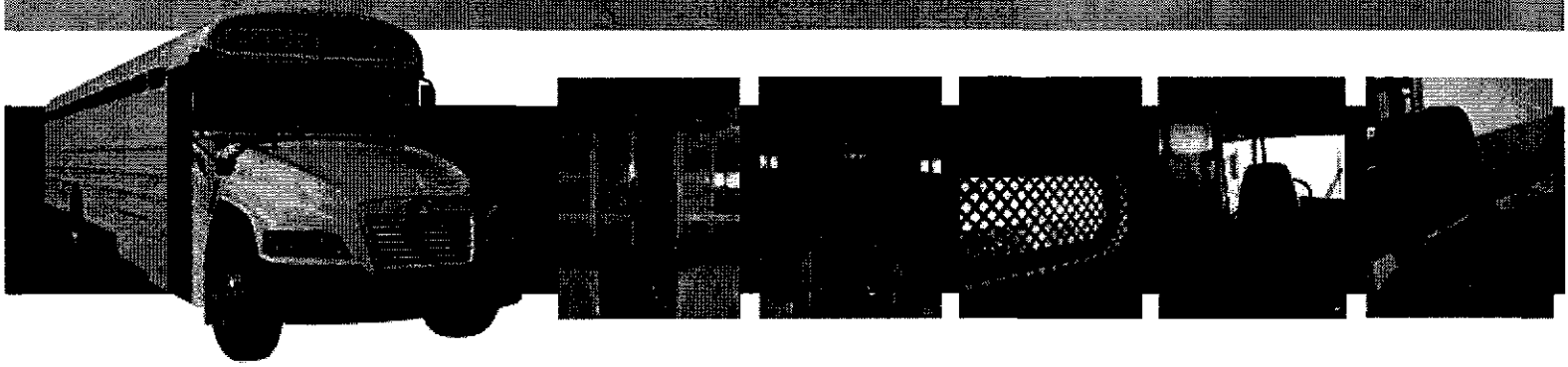
SAFE, EFFECTIVE, SECUR

Available in multiple models and seating configurations, Blue Bird's security buses have a wide variety of options suited to your transportation needs. From window styles to body lengths; Blue Bird delivers custom buses that meet your security requirements.

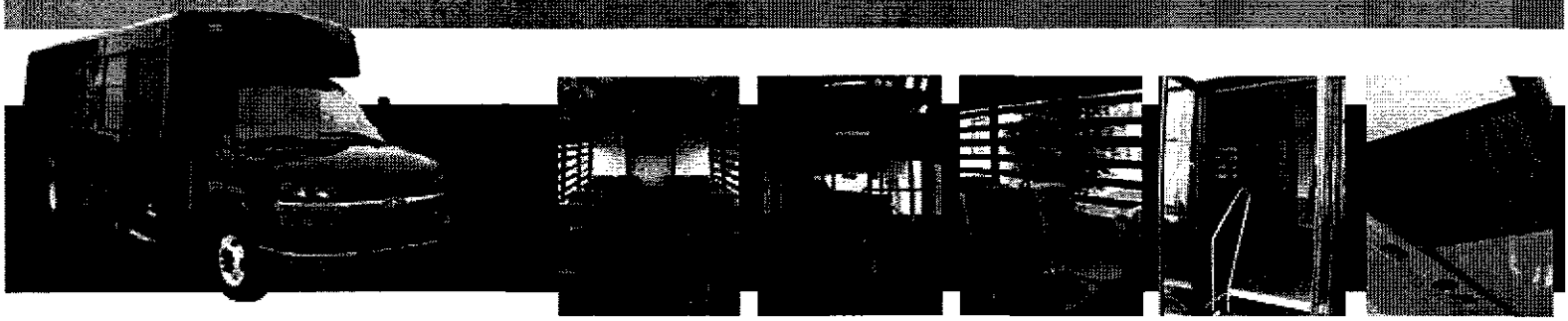
All American Rear Engine and Forward Engine



Vision Conventional



Micro Bird D-Series



100% CUSTOMIZED TO SUIT YOUR NEEDS

In addition to the custom items listed and pictured in this brochure, we can create a security bus that is perfectly suited for your specific requirements. Contact your local dealer to get a quote on your customized security bus today!

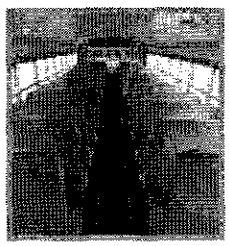
www.blue-bird.com/find-a-dealer

D TRANSPORTATION

Secured transportation requires custom equipment. From work details to transfer at maximum security levels, Blue Bird offers a model and size custom designed to your specifications.

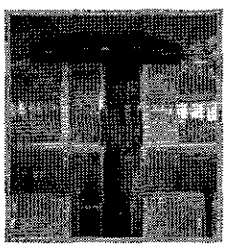
Window Options

Porthole, split sash, Shurgard™ and covered window options are available to suit your transportation needs.



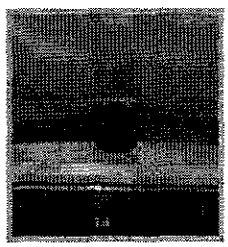
Multiple Seating Options

A variety of seat plans and configurations are available, including vinyl and fiberglass bench seating, offering optimal flexibility to meet specific customer needs.



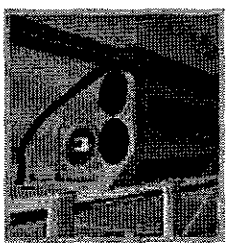
Blue Bird Shurgard™ Metal

Blue Bird's exclusive Shurgard™ metal punch is 75% stronger than typical expanded metal, which is perfect for partitions and prevention of vandalism to interior parts.



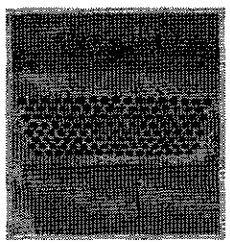
Video Surveillance and Security

Optional video cameras and alarm systems offer additional security while transporting inmates.



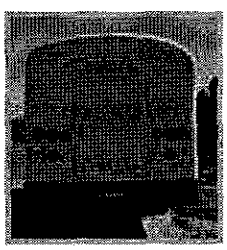
Air Conditioning Systems

Blue Bird's integrated air conditioning systems are available for maintaining passenger compartment temperatures with maximum efficiency.



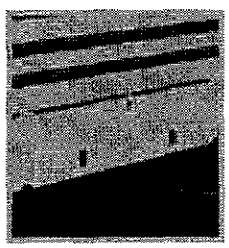
Security Covers

Protect the interior parts of the bus from vandalism with durable metal security covers. Available for interior dome lights, speakers, roof hatches and more.



Optional Blind-Rear

The rear of the bus can be equipped with metal covering the windows and doors, adding extra security.



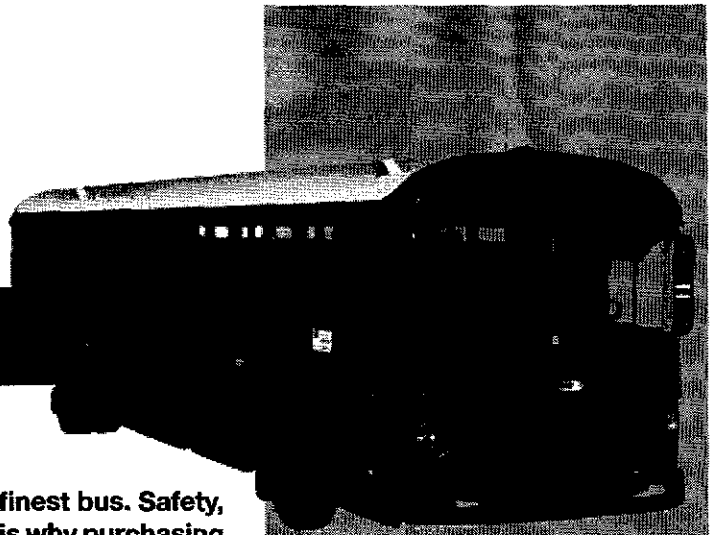
Storage Compartments

Storage compartments can be added to the interior or undercarriage of the bus.

"We continue to be impressed with Blue Bird and the value, quality and reliability of the buses they make for the Georgia Department of Corrections. Blue Bird provides our department with a secure method of transportation which is of the upmost importance to our mission of protecting our staff, offenders, and the public."

- Brian Owens
Former Commissioner
Georgia Department of Corrections

Blue Bird Security Bus Options



For over 80 years, Blue Bird has been building the world's finest bus. Safety, quality, durability and serviceability are our mantras, which is why purchasing a security bus from us is the best choice. Safe, reliable transport options for inmates is possible with Blue Bird's security bus options. From secure seating, to window guards, to security systems- we've got you covered. And since our buses have always been made with safety in mind, you can rest assured knowing your next Blue Bird security bus is able to safely transport passengers.

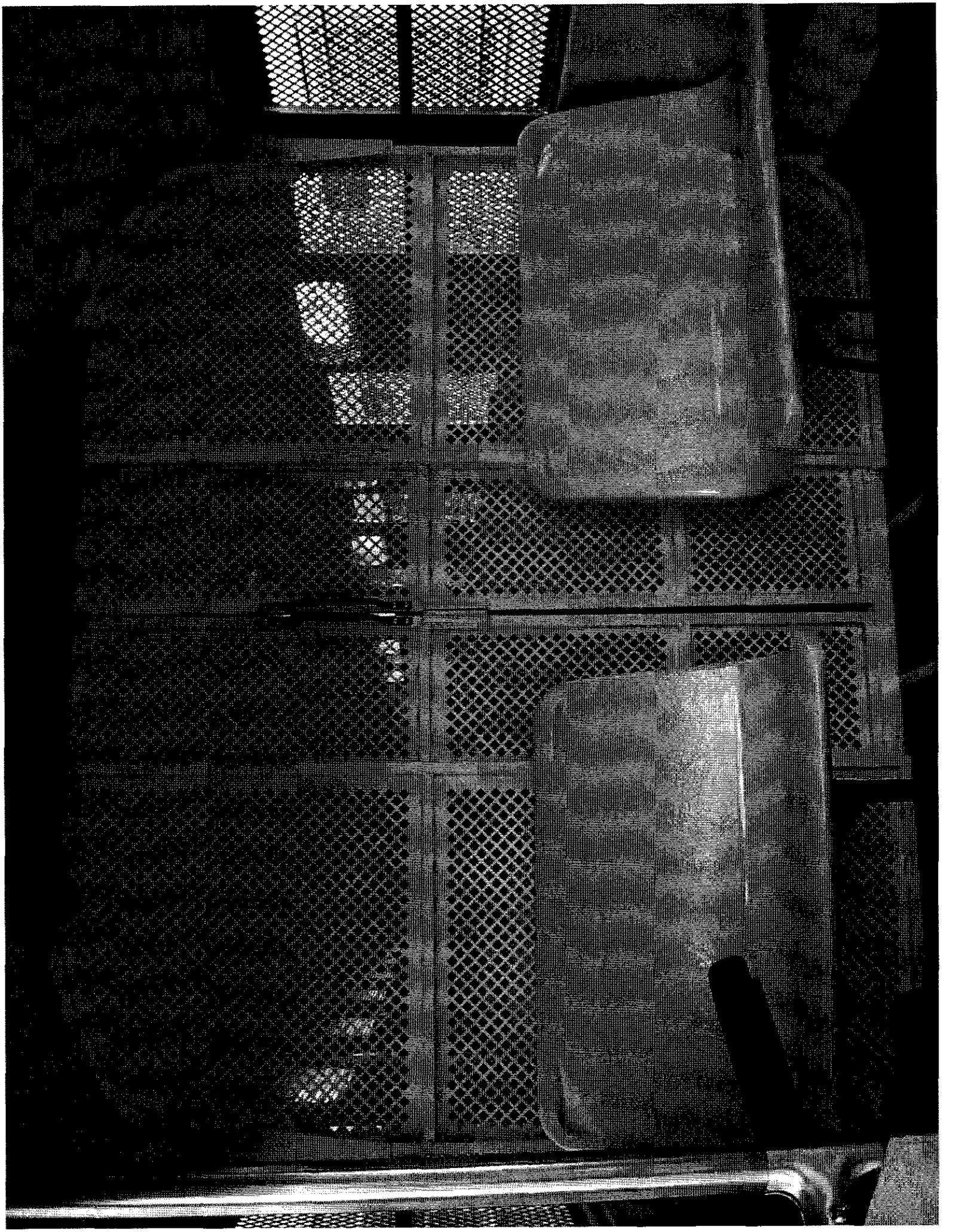
AMERICAN JAIL ASSOCIATION
CORPORATE MEMBER

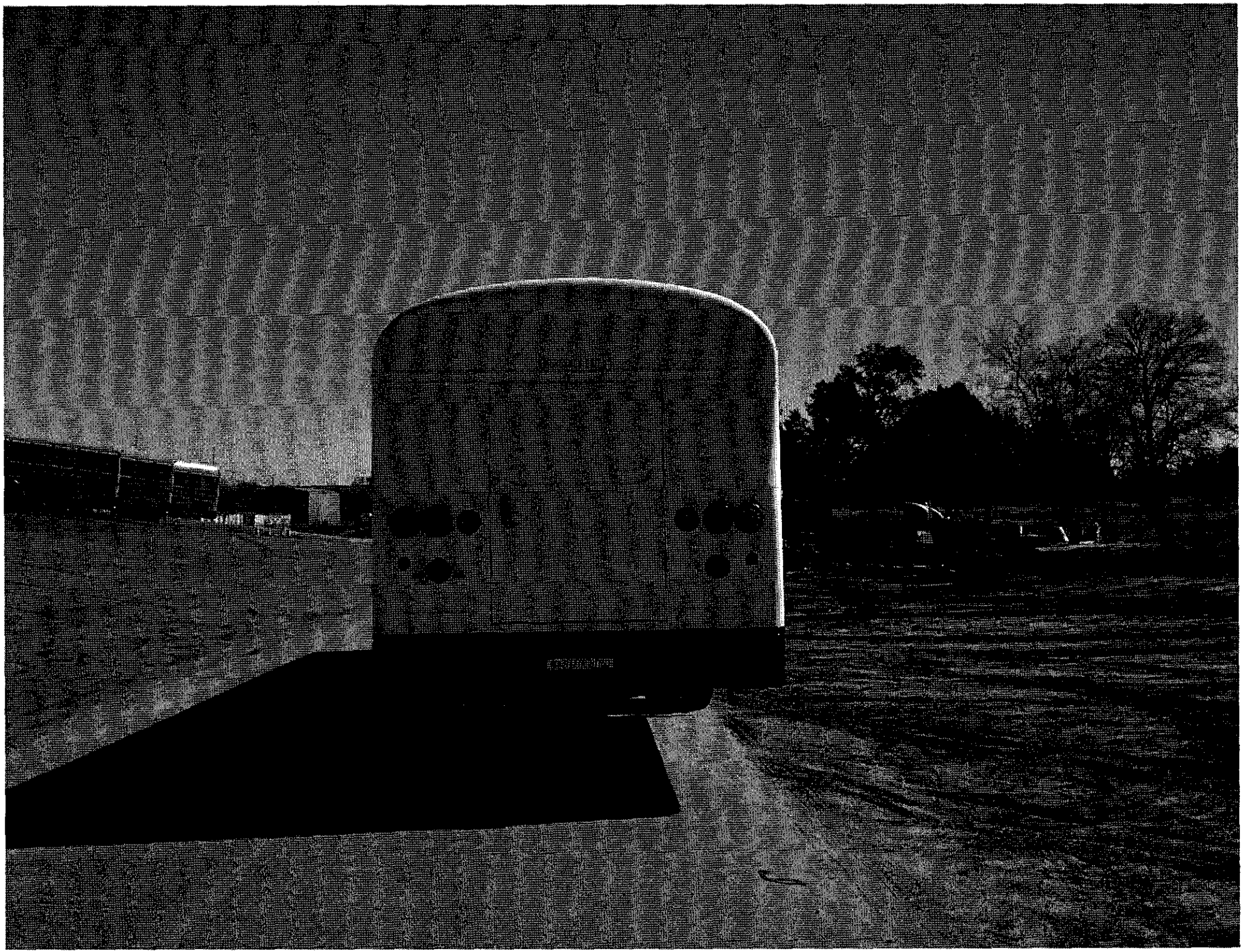
For more information, contact your local Blue Bird Dealer.

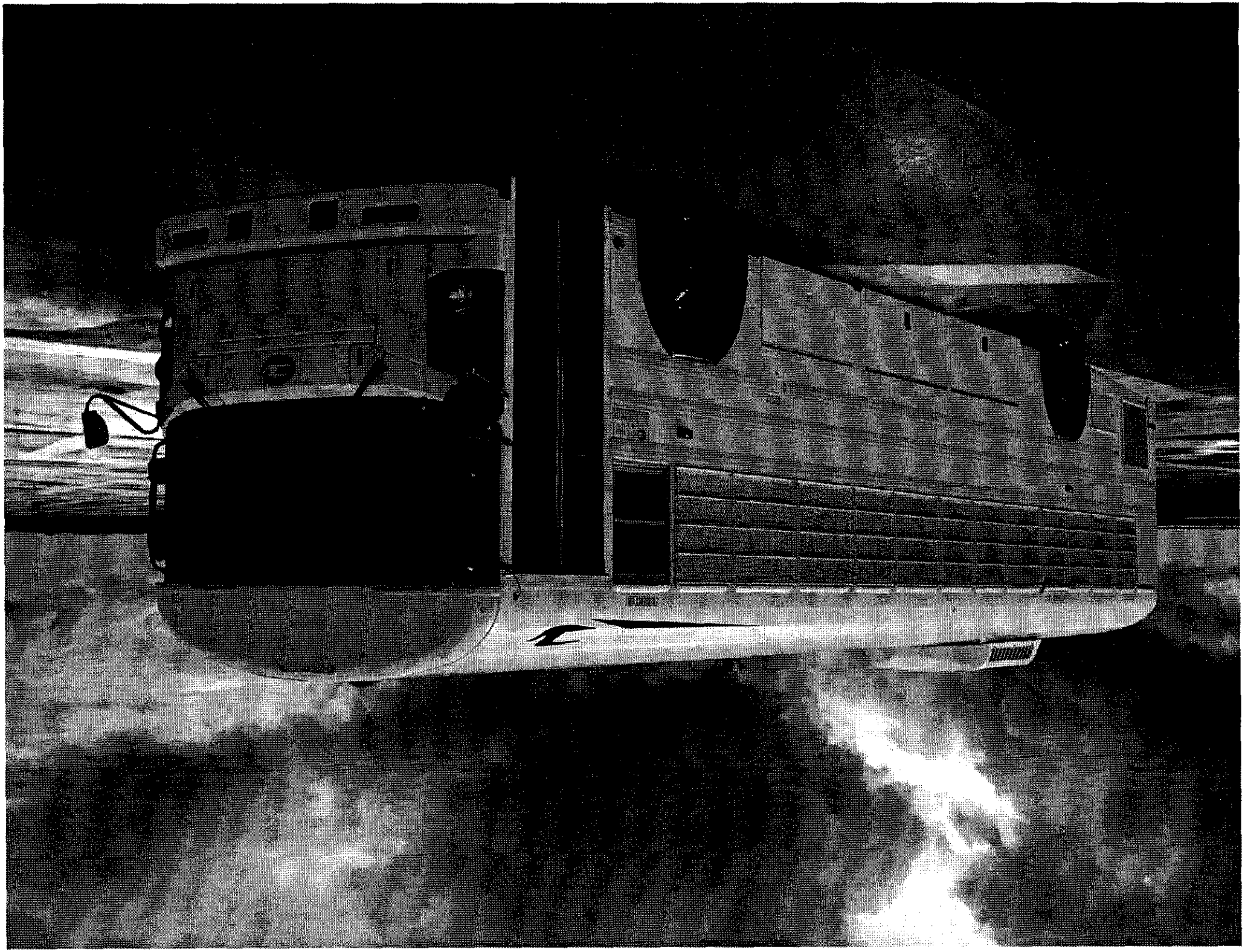
BLUE BIRD

www.blue-bird.com/find-a-dealer

Specifications, features, illustrations and equipment shown in this brochure are based upon the latest available information at the time of printing. Custom equipment may be provided and installed by third-party provider. Although descriptions are believed to be correct, accuracy cannot be guaranteed. Blue Bird Body Company reserves the right to make changes at any time without notice. Some features mentioned herein are not available in all models. Please see your Blue Bird Dealer for details. Blue Bird Body Company does not represent or warrant that its products are fit for a particular purpose. Purchaser must independently determine the suitability of the Blue Bird products for their particular application. All images contained herein are either owned by Blue Bird Body Company or used under a valid license. Some options contained in this brochure may be contracted through a third party. All trademarks used herein are registered trademarks of Blue Bird Body Company. It is a violation of federal law to reproduce these images without express written permission from Blue Bird Body Company. AM-SECURITY-0515 © 2015 Blue Bird Corporation

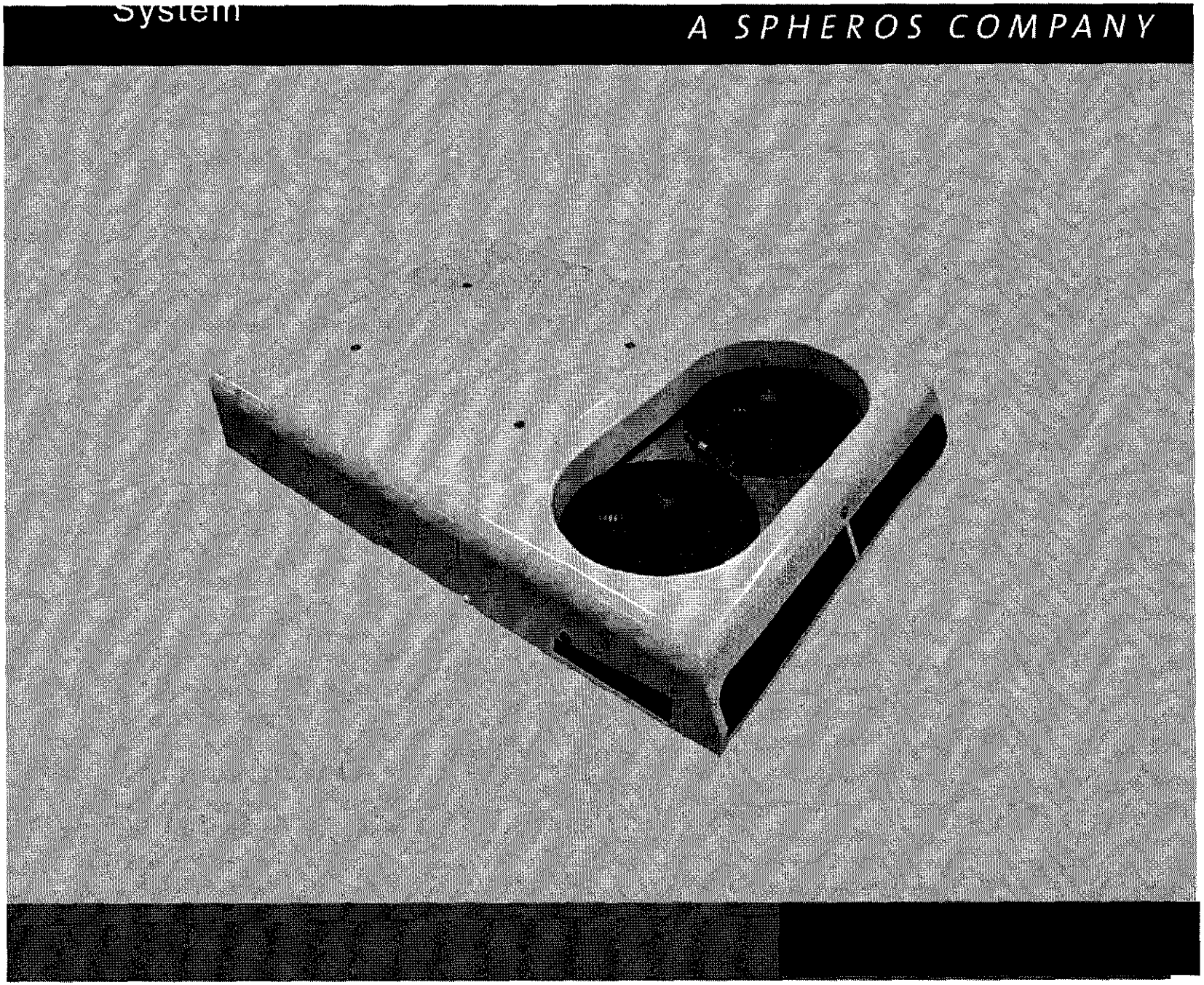






System

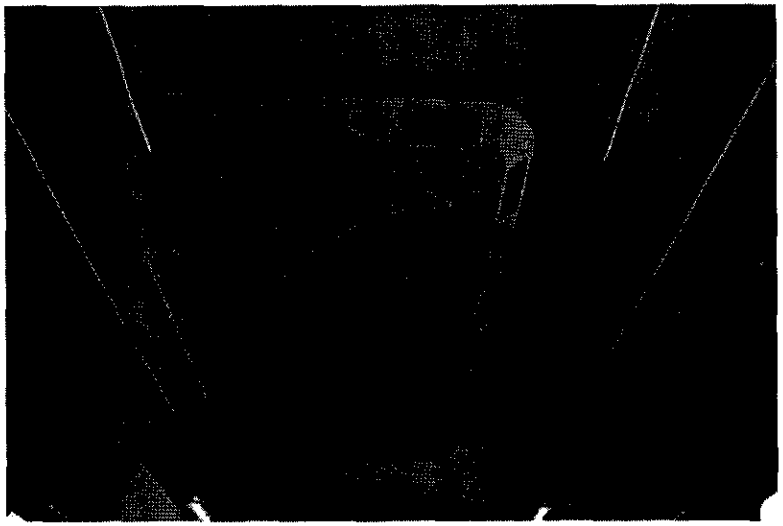
A SPHEROS COMPANY



TC-80 Series Rooftop System

Need catchy heading and short paragraph. This is just a filler to see what it would look like if we had the verbiage

- Unique 360° air discharge
- Two high performance 16" diameter fans
- All-in-one, all aluminum, low profile roof mounted design
- Reduced blower motor noise
- Standard relay board with electrical diagnostics LEDs accessible from interior plenum
- Cover made from high impact UV resistant plastic
- High performance micro-channel condenser coil



Key Components

- Please call for All Key Components

TropiCool

Technical data	Cooling Capacity	Power Consumption	Nominal Voltage	Dimensions W x H x D	Weight
TC-80 Series	85,000 BTU/hr	95 Amps	12V	42 x 8.75 x 64 in	146 lbs.

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

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

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 steptreads 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 convenience, 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.