



January 30, 2025

State of Nebraska  
Department of Administrative Services  
Materiel Division, State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, NE 68508

RE: ITB 120795 – 2025 or Current Production Year One Ton 12 Passenger Vans

Master's Transportation, Inc. is pleased to submit in response to ITB 120795 for the supply of 2025 or current production year one-ton 12-passenger vans. We are bidding the Ford Transit, a proven, reliable, and versatile vehicle that meets or exceeds all requested specifications. The Ford Transit is well-suited for the State of Nebraska's transportation needs, offering, safety and passenger comfort.

We would like to highlight some of the following features:

**Optional Safety Equipment:**

- Emergency Triangles
- Fire Extinguisher
- First Aid Kit

(Bloodborne Pathogen Kit are available as an additional safety option)

**Enhanced Standard Features:**

For improved accessibility and passenger safety, we have included running boards for ease of entry and exit, as well as powder-coated entry grab rails in the base model.

Kansas City, MO

800 Quik Trip Way, Belton, MO 64012

Kearney, NE

6430 E. Hwy 30, Kearney, NE 68847

Hot Springs, AR

4201 Malvern AVE. Hot Springs, AR 71913

Ozark, MO

171 Shady Oak Road, Ozark, MO 65721



If you have any questions regarding the enclosed bid, I can be reached at 816-520-0245 (cell) or via email at [pscherer@masterstransportation.com](mailto:pscherer@masterstransportation.com)

Thank you for your consideration,

Master's Transportation, Inc.  
800-783-3613

Kansas City, MO

800 Quik Trip Way, Belton, MO 64012

Kearney, NE

6430 E. Hwy 30, Kearney, NE 68847

Hot Springs, AR

4201 Malvern AVE. Hot Springs, AR 71913

Ozark, MO

171 Shady Oak Road, Ozark, MO 65721

**State of Nebraska (State Purchasing Bureau)  
INVITATION TO BID FOR COMMODITIES CONTRACT**

<b>SOLICITATION NUMBER</b>	<b>RELEASE DATE</b>
120795 OR	January 17, 2025
<b>OPENING DATE AND TIME</b>	<b>PROCUREMENT CONTACT</b>
February 3, 2025 2:00 p.m. Central Time	Joshua Riekenberg

**PLEASE READ CAREFULLY  
SCOPE**

The State of Nebraska (State), Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB), is issuing this solicitation for the purpose of selecting a qualified Bidder to provide 2025 or Current Production Year One Ton 12 Passenger Vans for a commodity contract. A more detailed description can be found in Section **Error! Reference source not found.** The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar goods from other sources now or in the future.

The term of the contract will be one (1) years commencing upon execution of the contract by the State and the Vendor. The Contract includes the option to renew for three (3) additional one (1) Year period upon mutual agreement of the Parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Parties.

In the event that a contract with the awarded bidder(s) is cancelled or in the event that the State needs additional Vendors to supply the solicited commodities, this solicitation may be used to procure the solicited goods for up to eighteen (18) months from the date the Intent to Award is posted, provided that 1) the solicited goods will be provided by a bidder (or a successive owner) who submitted a response pursuant to this solicitation, 2) the solicitation response was evaluated, and 3) the bidder will honor the bidder's original response, including the proposed cost, allowing for any price increases that would have otherwise been allowed if the bidder would have received the initial award.

ALL INFORMATION PERTINENT TO THIS SOLICITATION CAN BE FOUND ON THE INTERNET AT:  
<https://das.nebraska.gov/materiel/bidopps.html>

**IMPORTANT NOTICE:** Pursuant to Neb. Rev. Stat. § 84-602.04, State contracts in effect as of January 1, 2014, and contracts entered into thereafter must be posted to a public website. The resulting contract, the solicitation and the successful Vendor's solicitation response will be posted to a public website managed by DAS, which can be found at: <https://statecontracts.nebraska.gov> and [https://www.nebraska.gov/das/materiel/purchasing/contract\\_search/index.php](https://www.nebraska.gov/das/materiel/purchasing/contract_search/index.php).

In addition and in furtherance of the State's public records Statute (Neb. Rev. Stat. § 84-712 et seq.), all responses received regarding this Solicitation will be posted to the State Purchasing Bureau public website.

These postings will include the entire solicitation response. Bidder must request that proprietary information be excluded from the posting. The bidder must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate file named conspicuously as "PROPRIETARY INFORMATION". The bidder should submit a detailed written document showing that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992). **THE BIDDER MAY NOT ASSERT THAT THE ENTIRE SOLICITATION IS PROPRIETARY. COST SHEETS WILL NOT BE CONSIDERED PROPRIETARY AND ARE A PUBLIC RECORD IN THE STATE OF NEBRASKA.** The State will determine, in its sole discretion, if the disclosure of the information designated by the Bidder as proprietary would 1) give advantage to business competitors and 2) serve no public purpose. The Bidder will be notified of the State's decision. Absent a determination by the State that the information may be withheld pursuant to Neb. Rev. Stat. § 84-712.05, the State will consider all information a public record subject to disclosure.

If the State determines it is required to release withheld proprietary information, the bidder will be informed. It will be the bidder's responsibility to defend the bidder's asserted interest in non-disclosure.

To facilitate such public postings, with the exception of proprietary information, the State of Nebraska reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract, or solicitation response for any purpose, and to authorize others to use the documents. Any individual or entity awarded a contract, or who submits a solicitation response, specifically waives any copyright or other protection the contract, or solicitation response may have; and acknowledges that they have the ability and authority to enter into such waiver. This reservation and waiver are a prerequisite for submitting a solicitation response, and award of a contract. Failure to agree to the reservation and waiver will result in the solicitation response being found non-responsive and rejected.

Any entity awarded a contract or submitting a solicitation response agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials from and against

any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses, sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of the contract or solicitation response, awards, and other documents.

# TABLE OF CONTENTS

INVITATION TO BID FOR COMMODITIES CONTRACT.....		i
TABLE OF CONTENTS.....		iii
GLOSSARY OF TERMS.....		v
ACRONYM LIST.....		ix
<b>I. PROCUREMENT PROCEDURE.....</b>		<b>1</b>
A. GENERAL INFORMATION.....		1
B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS.....		1
C. SCHEDULE OF EVENTS.....		1
D. WRITTEN QUESTIONS AND ANSWERS.....		2
E. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Nonnegotiable).....		2
F. ETHICS IN PUBLIC CONTRACTING.....		3
G. DEVIATIONS FROM THE SOLICITATION.....		3
H. SUBMISSION OF SOLICITATION RESPONSES.....		3
I. FAILURE TO COMPLY WITH SOLICITATION.....		4
J. SOLICITATION RESPONSE CORRECTIONS.....		4
K. LATE SOLICITATION RESPONSES.....		4
L. BID OPENING.....		4
M. SOLICITATION REQUIREMENTS.....		5
N. EVALUATION COMMITTEE.....		5
O. EVALUATION OF SOLICITATION RESPONSES.....		5
P. BEST AND FINAL OFFER.....		6
Q. REFERENCE AND CREDIT CHECKS.....		6
R. AWARD.....		6
S. LUMP SUM OR "ALL OR NONE" SOLICITATION RESPONSES.....		6
T. REJECTION OF SOLICITATION RESPONSES.....		6
U. PRICES & COST CLARIFICATION.....		7
V. SPECIFICATIONS.....		7
W. ALTERNATE/EQUIVALENT SOLICITATION RESPONSES.....		7
X. SOLICITATION TABULATIONS.....		7
<b>II. TERMS AND CONDITIONS.....</b>		<b>8</b>
A. GENERAL.....		8
B. NOTIFICATION.....		9
C. BUYER'S REPRESENTATIVE.....		9
D. GOVERNING LAW (Nonnegotiable).....		9
E. AMENDMENT.....		9
F. CHANGE ORDERS OR SUBSTITUTIONS.....		9
G. RECORD OF VENDOR PERFORMANCE.....		10
H. NOTICE OF POTENTIAL VENDOR BREACH.....		10
I. BREACH.....		10
J. NON-WAIVER OF BREACH.....		10
K. SEVERABILITY.....		10
L. INDEMNIFICATION.....		10
M. ATTORNEY'S FEES.....		11
N. ASSIGNMENT, SALE, OR MERGER.....		11
O. CONTRACTING WITH OTHER POLITICAL SUBDIVISIONS OF THE STATE OR ANOTHER STATE.....		12
P. FORCE MAJEURE.....		12
Q. CONFIDENTIALITY.....		12
R. EARLY TERMINATION.....		12
S. CONTRACT CLOSEOUT.....		13
T. PROHIBITED PRODUCTS.....		13
U. AMERICANS WITH DISABILITIES ACT.....		13
V. ACCEPTABLE GOODS.....		13
W. DELIVERY ARO.....		13
X. ORDERS.....		13
Y. QUALITY.....		14
Z. ANNUAL USAGE, ESTIMATED.....		14
<b>III. VENDOR DUTIES.....</b>		<b>15</b>

A.	INDEPENDENT VENDOR / OBLIGATIONS.....	15
B.	FOREIGN ADVERSARY CONTRACTING PROHIBITION ACT CERTIFICATION (Nonnegotiable).....	16
C.	EMPLOYEE WORK ELIGIBILITY STATUS.....	16
D.	COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Nonnegotiable).....	16
E.	COOPERATION WITH OTHER VENDORS.....	16
F.	DISCOUNTS.....	17
G.	PRICES.....	17
H.	PERMITS, REGULATIONS, LAWS.....	17
I.	OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES.....	17
J.	ANTITRUST.....	17
K.	CONFLICT OF INTEREST.....	17
L.	STATE PROPERTY.....	17
M.	SITE RULES AND REGULATIONS.....	17
N.	ADVERTISING.....	18
O.	DISASTER RECOVERY/BACK UP PLAN.....	18
P.	DRUG POLICY.....	18
	<b>WARRANTY</b> 18	
Q.	TIME IS OF THE ESSENCE.....	18
R.	USAGE REPORT.....	18
S.	ENERGY STAR PRODUCTS.....	18
T.	MOTOR VEHICLE INDUSTRIES REGULATION ACT.....	18
U.	PART 571-FEDERAL MOTOR VEHICLE SAFETY STANDARDS.....	18
V.	LIFE CYCLE COST.....	19
W.	AUTHORIZED DEALER & WARRANTY.....	19
X.	DELIVERY LOCATIONS / INSTRUCTIONS.....	19
Y.	CERTIFICATE OF TITLE.....	20
Z.	MODEL YEAR "CUT-OFF" & "BUILD OUT" DATES.....	20
<b>IV.</b>	<b>PAYMENT.....</b>	<b>21</b>
A.	PROHIBITION AGAINST ADVANCE PAYMENT (Nonnegotiable).....	21
B.	TAXES (Nonnegotiable).....	21
C.	INVOICES (Nonnegotiable).....	21
D.	INSPECTION AND APPROVAL.....	21
E.	PAYMENT (Nonnegotiable).....	22
F.	LATE PAYMENT (Nonnegotiable).....	22
G.	SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Nonnegotiable).....	22
H.	RIGHT TO AUDIT (Nonnegotiable).....	22
<b>V.</b>	<b>TECHNICAL SPECIFICATIONS.....</b>	<b>23</b>
A.	VENDOR INSTRUCTIONS.....	23
B.	NON-COMPLIANCE STATEMENT.....	23
C.	<b>TECHNICAL SPECIFICATIONS: TITLE/DESCRIPTION OF GOODS.....</b>	<b>23</b>

## GLOSSARY OF TERMS

**Acceptance Test Procedure:** Benchmarks and other performance criteria, developed by the State or other sources of testing standards, for measuring the effectiveness of products or goods and the means used for testing such performance

**Addendum:** A written correction or alteration to a document during the solicitation process (e.g., Questions and Answers, Revised Schedule of Events, Addendum to Contract Award).

**Agency:** All officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations

**Agent/Representative:** A person authorized to act on behalf of another

**Amend:** To alter or change by adding, subtracting, or substituting

**Amendment:** A written correction or alteration to a document

**Appropriation:** Legislative authorization to expend public funds for a specific purpose; money set apart for a specific use

**Automated Clearing House (ACH):** Electronic network for financial transactions in the United States

**Award:** All purchases, leases, or contracts which are based on competitive solicitations will be awarded according to the provisions in the solicitation

**Best and Final Offer (BAFO):** In a competitive solicitation, the final offer submitted which contains Vendor's most favorable terms for price

**Bid:** See Solicitation Response

**Bid Opening:** The process of opening correctly submitted solicitation responses at the time and place specified in the written solicitation and in the presence of any bidder who wishes to attend

**Bidder:** A Vendor who submits a Solicitation Response

**Breach:** Violation of a contractual obligation by failing to perform or repudiation of one's own promise

**Business:** Any corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, or any other private legal entity

**Business Day:** Any weekday, except State-recognized holidays

**Calendar Day:** Every day shown on the calendar including Saturdays, Sundays, and State/Federal holidays

**Cancellation:** To call off or revoke a solicitation, purchase order, or contract without expectation of conducting or performing at a later time

**Catalog/Non-Core:** A printed or electronic list of products a Vendor may provide at a discounted rate or discount off list price to the State. Initial contract award(s) is not based on Catalog/Non-Core items

**Central Processing Unit (CPU):** Any computer or computer system that is used by the State to store, process, or retrieve data or perform other functions using Operating Systems and applications software

**Change Order:** Document that provides amendments to an executed purchase order or contract

**Collusion:** An agreement or cooperation between two or more persons or entities to accomplish a fraudulent, deceitful, or unlawful purpose

**Commodities:** Any equipment, material, supply, or goods; anything movable or tangible that is provided or sold

**Commodities Description:** Detailed descriptions of the items to be purchased; may include information necessary to obtain the desired quality, type, color, size, shape, or special characteristics necessary to perform the work intended to produce the desired results

**Competition:** The effort or action of two or more commercial interests to obtain the same business from third parties

**Confidential Information:** See Proprietary Information

**Contract:** An agreement between two or more parties creating obligations that are enforceable or otherwise recognizable at law; the writing that sets forth such an agreement

**Contract Administration:** The management of the contract which includes and is not limited to contract signing, contract amendments and any necessary legal actions

**Contract Award:** Document that officially awards a contract to a bidder(s) as the result of a competitive solicitation or a vendor(s) in a contract that qualifies for an exception or exemption from the competitive bidding requirements of the State Procurement Act.

**Contract Management:** The management of day-to-day activities at the agency which includes and is not limited to ensuring deliverables are received, specifications are met, handling meetings and making payments to the Vendor

**Contract Period:** The duration of the contract

**Contractor:** See Vendor

**Cooperative Purchasing:** The combining of requirements of two or more political entities to obtain advantages of volume purchases, reduction in administrative expenses or other public benefits

**Copyright:** A property right in an original work of authorship fixed in any tangible medium of expression, giving the holder the exclusive right to reproduce, adapt and distribute the work

**Cost Sheet:** Commodities or Services specifically listed within the solicitation for evaluation

**Critical Program Error:** Any Program Error, whether or not known to the State, which prohibits or significantly impairs use of the Licensed Software as set forth in the documentation and intended in the contract

**Customer Service:** The process of ensuring customer satisfaction by providing assistance and advice on those commodities or services provided by a Vendor

**Default:** The omission or failure to perform a contractual duty

**Deviation:** Any proposed change(s) or alteration(s) to either the terms and conditions or deliverables within the scope of the written solicitation or contract

**Evaluation:** The process of examining a solicitation response after opening to determine the bidder's responsibility, responsiveness to requirements, and to ascertain other characteristics of the solicitation response that relate to determination of the successful award

**Evaluation Committee:** Individual(s) identified by the agency that leads the solicitation to evaluate solicitation responses

**Extension:** Continuance of a contract for a specified duration upon the agreement of the parties beyond the original Contract Period; not to be confused with "Renewal Period"

**Free on Board (F.O.B.) Destination:** The delivery charges are included in the quoted price and prepaid by the Vendor. Vendor is responsible for all claims associated with damages during delivery of product.

**Free on Board (F.O.B.) Point of Origin:** The delivery charges are not included in the quoted price and are the responsibility of the agency. Agency is responsible for all claims associated with damages during delivery of product

**Foreign Corporation:** A foreign corporation that was organized and chartered under the laws of another state, government, or country

**Goods:** See Commodities

**Installation Date:** The date when the procedures described in "Installation by Vendor" and "Installation by State" as found in the solicitation or contract are completed

**Interested Party:** A person acting in their personal capacity or an entity entering into a contract or other agreement creating a legal interest therein

**Invitation to Bid (ITB):** See Solicitation

**Late Solicitation Response:** A solicitation response received after the Opening Date and Time

**Licensed Software Documentation:** The user manuals and any other materials in any form or medium customarily provided by the Vendor to the users of the Licensed Software which will provide the State with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently

**Mandatory:** Required, compulsory, or obligatory

**May:** Discretionary, permitted; used to express possibility



**Module (see System):** A collection of routines and data structures that perform a specific function of software

**Must:** See Shall

**National Institute for Governmental Purchasing (NIGP):** National Institute of Governmental Purchasing – Source used for assignment of universal commodity codes to goods and services

**Non-core:** See Catalog

**Non-Responsive Solicitation Response:** Any bid that does not comply with the requirements of the solicitation or cannot be evaluated against the other bids

**Nonnegotiable:** These clauses are controlled by state law and are not subject to negotiation

**Opening Date and Time:** Specified date and time for the opening of received, labeled, and sealed formal solicitation responses

**Operating System:** The control program in a computer that provides the interface to the computer hardware and peripheral devices, and the usage and allocation of memory resources, processor resources, input/output resources, and security resources

**Outsourcing:** The contracting out of a business process that an organization may have previously performed internally or for which an organization has a new need to an independent organization from which the process is purchased back

**Payroll & Financial Center (PFC):** Electronic procurement system of record

**Performance Bond:** An insurance agreement accompanied by a monetary commitment by which a third party (the surety) accepts liability and guarantees that the Vendor fulfills any and all obligations under the contract

**Personal Property:** See Commodities

**Platform:** A specific hardware and Operating System combination that is different from other hardware and Operating System combinations to the extent that a different version of the Licensed Software product is required to execute properly in the environment established by such hardware and Operating System combination

**Point of Contact (POC):** The person designated to receive communications and to communicate

**Product:** Something that is distributed commercially for use or consumption and that is usually (1) tangible personal property, (2) the result of fabrication or processing, and (3) an item that has passed through a chain of commercial distribution before ultimate use or consumption

**Program Error:** Code in Licensed Software that produces unintended results or actions or that produces results or actions other than those described in the specifications. A program error includes, without limitation, any Critical Program Error.

**Program Set:** The group of programs and products, including the Licensed Software specified in the solicitation, plus any additional programs and products licensed by the State under the contract for use by the State

**Project:** The total scheme, program, or method worked out for the accomplishment of an objective, including all documentation, commodities, and goods to be provided under the contract

**Proposal:** See Solicitation Response

**Proprietary Information:** Trade secrets, academic and scientific research work that is in progress and unpublished or other information that if released would give advantage to business competitors and serve no public purpose. See Neb. Rev. Stat. § 84-712.05(3). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific named competitor(s) advantaged by release of the information and the demonstrated advantage the named competitor(s) would gain by the release of information.

**Protest/Grievance:** A complaint about a governmental action or decision related to the solicitation or resultant contract under SPB's Protest Policy.

**Quote:** See Solicitation Response

**Recommended Hardware Configuration:** The data processing hardware (including all terminals, auxiliary storage, communication, and other peripheral devices) to the extent used by the State as recommended by the Vendor

**Release Date:** The date of public release of the solicitation

**Renewal Period:** Optional contract periods subsequent to the original Contract Period for a specified duration with previously agreed to terms and conditions; not to be confused with “Extension”

**Responsible Bidder:** A Vendor who has the capability in all respects to perform fully and lawfully all requirements with integrity and reliability to assure good faith performance

**Responsive Bidder:** A Vendor who has submitted a solicitation response which conforms to all requirements of the solicitation

**Shall:** An order/command; mandatory

**Should:** Expected; suggested, but not necessarily mandatory

**Software License:** Legal instrument with or without printed material that governs the use or redistribution of licensed software

**Solicitation:** A formal invitation to receive quotes in the form of a Request for Proposal or Invitation to Bid

**Solicitation Bond:** An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the Vendor will not withdraw the solicitation response

**Solicitation Conference:** A meeting scheduled for the purpose of clarifying a written solicitation and related expectations

**Solicitation Response:** An offer, quote, bid, or proposal submitted by a Vendor in response to a Solicitation

**Specifications:** The detailed statement, especially of the measurements, quality, materials, and functional characteristics, or other items to be provided under a contract

**Subcontractor:** Individual or entity with whom the Vendor enters a contract to perform a portion of the work awarded to the Vendor

**System (see Module):** Any collection or aggregation of two (2) or more Modules that is designed to function, or is represented by the Vendor as functioning or being capable of functioning, as an entity

**Termination:** Occurs when either Party, under a power created by agreement or law, puts an end to the contract prior to the stated expiration date; all obligations that are still executory on both sides are discharged but any right based on prior breach or performance survives

**Third-Party:** Any person or entity, including but not limited to fiduciaries, shareholders, owners, officers, managers, employees, legally disinterested persons, and subcontractors or agents, and their employees. It shall not include any entity or person who is an interested party to the contract or agreement

**Trade Secret:** Information, including but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that (a) derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (see Neb. Rev. Stat. § 87-502(4))

**Trademark:** A word, phrase, logo, or other graphic symbol used by a manufacturer or Vendor to distinguish its product from those of others, registered with the U.S. Patent and Trademark Office

**Upgrade:** Any change that improves or alters the basic function of a product of service

**Vendor:** An individual or entity lawfully conducting business with the State. or licensed to do so, who seeks to provide and contract for goods or services under the terms of a Solicitation and/or Contract.

**Will:** See Shall

**Work Day:** See Business Day

## ACRONYM LIST

**ARO** – After Receipt of Order

**ACH** – Automated Clearing House

**BAFO** – Best and Final Offer

**COI** – Certificate of Insurance

**CPU** – Central Processing Unit

**DAS** – Department of Administrative Services

**F.O.B.** – Free on Board

**ICT** – Information and Communication Technology

**ITB** – Invitation to Bid

**NIGP** – National Institute for Governmental Purchasing

**PA** – Participating Addendum

**RFP** – Request for Proposal

**SPB** – State Purchasing Bureau

# I. PROCUREMENT PROCEDURE

## A. GENERAL INFORMATION

This solicitation is designed to solicit responses from qualified bidders who will be responsible for providing 2025 or Current Production Year One Ton 12 Passenger Vans at a competitive and reasonable cost.

Solicitation responses shall conform to all instructions, conditions, and requirements included in the solicitation. Prospective bidders are expected to carefully examine all documents, schedules, and requirements in this solicitation, and respond to each requirement in the format prescribed. Solicitation responses may be found non-responsive if they do not conform to the solicitation.

## B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

Procurement responsibilities related to this solicitation reside with the State Purchasing Bureau. The point of contact (POC) for the procurement is as follows:

ITB Number: 120795 OR  
Name: Joshua Riekenberg, Procurement Contract Officer(s)  
Agency: State Purchasing Bureau  
Address: 1526 K Street, Suite 130  
Lincoln, NE 68508  
Telephone: 402-471-6500  
E-Mail: [as.materielpurchasing@nebraska.gov](mailto:as.materielpurchasing@nebraska.gov)

From the date the solicitation is issued until the Intent to Award is issued, communication from the bidder is limited to the POC listed above. After the Intent to Award is issued, the Vendor may communicate with individuals the State has designated as responsible for negotiating the contract on behalf of the State. No member of the State Government, employee of the State, or member of the Evaluation Committee is empowered to make binding statements regarding this solicitation. The POC will issue any answers, clarifications, or amendments regarding this solicitation in writing. Only the SPB or awarding agency can award a contract. bidders shall not have any communication with, or attempt to communicate or influence any evaluator involved in this solicitation.

The following exceptions to these restrictions are permitted:

1. Contact made pursuant to pre-existing contracts or obligations;
2. Contact required by the schedule of events or an event scheduled later by POC; and
3. Contact required for negotiation and execution of the final contract.

*The State reserves the right to reject a Vendor's solicitation response, withdraw an Intent to Award, or terminate a contract if the State determines there has been a violation of these procurement procedures.*

## C. SCHEDULE OF EVENTS

The State expects to adhere to the procurement schedule shown below, but all dates are approximate and subject to change.

NOTE: All ShareFile links in the Schedule of Events below, are unique links for each schedule step. Please click the correct link for the upload step you are requesting.

ACTIVITY		DATE/TIME
1.	Release solicitation	January 17, 2025
2.	Last day to submit written questions  ShareFile link for uploading questions: <a href="https://nebraskastategov.sharefile.com/r-r2f70b6834bcf41e48358e7967de17721">https://nebraskastategov.sharefile.com/r-r2f70b6834bcf41e48358e7967de17721</a>	January 23, 2025
3.	State responds to written questions through a solicitation "Addendum" to be posted to the Internet at: <a href="https://das.nebraska.gov/materiel/bidopps.html">https://das.nebraska.gov/materiel/bidopps.html</a>	January 28, 2025
4.	Bid Opening – Online via Webex Meeting  IT IS THE BIDDER'S RESPONSIBILITY TO UPLOAD ELECTRONIC FILES BY THE OPENING DATE AND TIME. EXCEPTIONS WILL NOT BE MADE FOR TECHNOLOGY ISSUES.  ShareFile Electronic Solicitation Response submissions Link: <a href="https://nebraskastategov.sharefile.com/r-r780c33a5defd4fb7aa68436934cb1399">https://nebraskastategov.sharefile.com/r-r780c33a5defd4fb7aa68436934cb1399</a>  Join Webex Meeting <a href="https://sonvideo.webex.com/sonvideo/j.php?MTID=me44c7244e8369dd66d3570ba2263a195">https://sonvideo.webex.com/sonvideo/j.php?MTID=me44c7244e8369dd66d3570ba2263a195</a>  Webinar number: 2498 761 7734  Webinar password: dFGy5pCP2r2 (33495727 when dialing from a phone or video system)  Join by phone +1-408-418-9388 United States Toll Access code: 249 876 17734	February 03, 2025 2:00 PM Central Time

**D. WRITTEN QUESTIONS AND ANSWERS**

Questions regarding the meaning or interpretation of any solicitation provision must be submitted in writing to SPB and clearly marked "Solicitation Number 120795 OR; 2025 or Current Production Year One Ton 12 Passenger Vans Questions". POC is not obligated to respond to questions that are received late per the Schedule of Events.

Bidders should submit questions for any items upon which assumptions may be made when preparing a response to the solicitation. Any solicitation response containing assumptions may be deemed non-responsive and may be rejected by the State. Solicitation responses will be evaluated without consideration of any known or unknown assumptions of a bidder. The contract will not incorporate any known or unknown assumptions of a bidder.

Questions should be uploaded using the ShareFile link provided in the Schedule of Events, Section I.C. It is recommended that Vendors submit questions using the following format.

Solicitation Section Reference	Solicitation Page Number	Question

Written answers will be posted at <https://das.nebraska.gov/materiel/bidopps.html> per the Schedule of Events.

**E. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Nonnegotiable)**

All Bidders must be authorized to transact business in the State of Nebraska and comply with all Nebraska Secretary of State Registration requirements. The Bidder who is the recipient of an Intent to Award may be required to certify that it has complied and produce a true and exact copy of its current (within ninety (90) calendar days of the intent to award) Certificate or Letter of Good Standing, or in the case of a sole proprietorship, provide written documentation of sole proprietorship and the United States Citizenship Attestation Form, available on the DAS website at: <https://das.nebraska.gov/materiel/docs/pdf/Individual%20or%20Sole%20Proprietor%20United%20States%20Attestation%20Form%20English%20and%20Spanish.pdf>. This should be accomplished prior to execution of the contract.

**F. ETHICS IN PUBLIC CONTRACTING**

The State reserves the right to reject solicitation responses, withdraw an intent to award or award, or terminate a contract if an ethical violation has been committed, which includes, but is not limited to:

1. Offering or giving, directly or indirectly, a bribe, fee, commission, compensation, gift, gratuity, or anything of value to any person or entity in an attempt to influence the bidding process;
2. Utilizing the services of lobbyists, attorneys, political activists, or consultants to influence or subvert the bidding process;
3. Being considered for, presently being, or becoming debarred, suspended, ineligible, or excluded from contracting with any state or federal entity;
4. Submitting a solicitation response on behalf of another Party or entity; and
5. Colluding with any person or entity to influence the bidding process, submit sham proposals, preclude bidding, fix pricing or costs, create an unfair advantage, subvert the solicitation response, or prejudice the State.

The bidder shall include this clause in any subcontract entered into for the exclusive purpose of performing this contract.

Bidder shall have an affirmative duty to report any violations of this clause by the bidder throughout the bidding process and throughout the term of this contract for the awarded bidder and their subcontractors.

**G. DEVIATIONS FROM THE SOLICITATION**

The requirements contained in the solicitation (Sections II through O) become a part of the terms and conditions of the contract resulting from this solicitation. Any deviations from the solicitation in Sections II through V must be clearly defined by the bidder in its solicitation response and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the solicitation, solicitation requirements, or applicable state or federal laws or statutes. "Deviation", for the purposes of this solicitation, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this solicitation. The State discourages deviations and reserves the right to reject proposed deviations.

**H. SUBMISSION OF SOLICITATION RESPONSES**

The State is only accepting electronic responses submitted in accordance with this solicitation. The State will not accept bids by mail, email, voice, or telephone, unless otherwise explicitly stated in writing by the State.

Pages may be consecutively numbered for the entire solicitation response or may be numbered consecutively within sections. Figures and tables should be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text.

It is the bidder's responsibility to ensure the solicitation response is received electronically by the date and time indicated in the Schedule of Events. Solicitation Responses must be submitted via ShareFile by the date and time of the opening per the Schedule of Events. No late solicitation responses will be accepted.

It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. The website can be found here: <https://das.nebraska.gov/materiel/bidopps.html>.

Emphasis should be concentrated on conformance to the solicitation instructions, responsiveness to requirements, completeness, and clarity of content. If the solicitation response is presented in such a fashion that makes evaluation difficult or overly time consuming the State reserves the right to reject the solicitation response as non-conforming.

The ShareFile link for uploading Solicitation Response(s) is provided in the Schedule of Events, Section I.C.

**\*\*\*UNLESS OTHERWISE NOTED, DO NOT SUBMIT DOCUMENTS THAT CAN ONLY BE ACCESSED WITH A PASSWORD\*\*\***

1. **Bidders must submit responses via ShareFile using the solicitation submission link.**  
Note: Not all browsers are compatible with ShareFile. Currently Chrome, Internet Explorer and Firefox are compatible. After the bidder clicks the solicitation submission link, the bidder will be prompted to enter contact information including an e-mail address. By entering an e-mail address, the bidder should receive a confirmation email confirming the successful upload directly from ShareFile.

ShareFile link for uploading solicitation response(s) provided in the Schedule of Events, Section **Error!**  
**Reference source not found..**

- a. The Solicitation response and Proprietary information should be uploaded as separate and distinct files.
  - i. If duplicated responses are submitted, the State will retain only the most recently submitted response.
  - ii. If it is the bidder's intent to submit multiple responses, the bidder must clearly identify the separate submissions.
  - iii. It is the bidder's responsibility to allow time for electronic uploading. All file uploads must be completed by the Opening date and time per the Schedule of Events. No late responses will be accepted.
  
- b. **ELECTRONIC SOLICITATION RESPONSE FILE NAMES**  
 The bidder should clearly identify the uploaded solicitation response files. To assist in identification the bidder should use the following naming convention:
  - i. 120795 OR, Company Name  
 If multiple files are submitted for one solicitation response, add number of files to file names:  
 120795 OR Company Name File 1 of 2.  
 120795 OR Company Name File 2 of 2.
  - ii. If multiple responses are submitted for the same solicitation, add the response number to the file names:
  - iii. 120795 OR Company Name Response 1 File 1 of 2.

The "Contractual Agreement Form" must be signed manually in ink or by DocuSign and returned by the opening date and time along with the bidder's solicitation response and any other requirements as stated in this solicitation in order for the bidder's solicitation response to be evaluated.

By signing this Contractual Agreement Form, the bidder guarantees compliance with the provisions stated in this solicitation and agrees to the terms and conditions unless otherwise indicated in writing.

**I. FAILURE TO COMPLY WITH SOLICITATION**

Violation of the terms and conditions contained in this solicitation or any resultant contract, at any time before or after the award, shall be grounds for action by the State which may include, but is not limited to, the following:

1. Rejection of a bidder's solicitation response,
2. Withdrawal of the Intent to Award,
3. Withdrawal of the Award,
4. Negative documentation regarding Vendor Performance,
5. Termination of the resulting contract,
6. Legal action; and
7. Suspension or Debarment of the bidder from further bidding with the State for the period of time relative to the seriousness of the violation. Such period to be within the sole discretion of the State.

**J. SOLICITATION RESPONSE CORRECTIONS**

A bidder may correct a mistake in an electronically submitted solicitation response prior to the time of opening by uploading a revised and completed solicitation response.

1. If a corrected electronic solicitation response is submitted, the file name(s) date/time stamped with latest date/time stamp will be accepted. The corrected solicitation response file name(s) should be identified as:
  - a. Corrected 120795 OR Company Name Response #1 File 1 of 2,
  - b. Corrected 120795 OR Company Name Response #2 File 2 of 2, etc.

Changing a solicitation response after opening may be permitted if the change is made to correct a minor error that does not affect price, quantity, quality, delivery, or contractual conditions. In case of a mathematical error in extension of price, unit price shall govern.

**K. LATE SOLICITATION RESPONSES**

Solicitation Responses received after the time and date of the opening will be considered late responses. Late responses will be considered non-responsive. The State is not responsible for responses that are late or lost regardless of cause or fault.

**L. BID OPENING**

The opening will consist of opening solicitation responses and announcing the names of bidders. Responses WILL NOT be available for viewing by those present at the opening. Responses will be posted to the State Purchasing

Bureau website once an Intent to Award has been posted to the website. Once responses are opened, they become the property of the State of Nebraska and will not be returned.

**M. SOLICITATION REQUIREMENTS**

The bids will first be examined to determine if all requirements listed below have been addressed and whether further evaluation is warranted. Bids not meeting the requirements may be rejected as non-responsive. The requirements are as follows:

- a. Original Contractual Agreement Form signed manually in ink or by DocuSign;
- b. Clarity and responsiveness;
- c. Completed Sections II through O;
- d. Completed Cost Sheet.

**N. EVALUATION COMMITTEE**

Solicitation Responses are evaluated by members of an Evaluation Committee(s). The Evaluation Committee(s) will consist of individuals selected at the discretion of the State. Names of the members of the Evaluation Committee(s) will not be published prior to the intent to award.

Any contact, attempted contact, or attempt to influence an evaluator that is involved with this Solicitation may result in the rejection of this response and further administrative actions.

**O. EVALUATION OF SOLICITATION RESPONSES**

All solicitation responses that are deemed responsive to the solicitation will be evaluated based on the following:

Neb. Rev. Stat. § 73-808 allows the State to consider a variety of factors, including, but not limited to, the quality of performance of previous contracts to be considered when evaluating responses to competitive solicitations in determining a responsible bidder. Information obtained from any Contract Compliance Request or any Contract Non-Compliance Notice (See Terms & Conditions, Section G1.G) may be used in evaluating responses to solicitations for goods and services to determine the best value for the State.

Neb. Rev. Stat. § 73-107 allows for a preference for a resident disabled veteran or business located in a designated enterprise zone. When a state contract is to be awarded to the lowest responsible Vendor, a resident disabled veteran or a business located in a designated enterprise zone under the Enterprise Zone Act shall be allowed a preference over any other resident or nonresident Vendor, if all other factors are equal.

Resident disabled veterans means any person (a) who resides in the State of Nebraska, who served in the United States Armed Forces, including any reserve component or the National Guard, who was discharged or otherwise separated with a characterization of honorable or general (under honorable conditions), and who possesses a disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense and (b)(i) who owns and controls a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection and (ii) the management and daily business operations of the business are controlled by one or more persons described in subdivision (a) of this subsection. Any contract entered into without compliance with this section shall be null and void.

Therefore, if a resident disabled veteran or business located in a designated enterprise zone submits a solicitation response in accordance with Neb. Rev. Stat. § 73-107 and has so indicated on the "Contractual Agreement Form" under "Vendor must complete the following" requesting priority/preference to be considered in the award of this contract, the following will need to be submitted by the Vendor within ten (10) business days of request:

1. Documentation from the United States Armed Forces confirming service,
2. Documentation of discharge or otherwise separated characterization of honorable or general (under honorable conditions),
3. Disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense; and
4. Documentation which shows ownership and control of a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection; and the management and daily business operations of the business are controlled by one or more persons described in subdivision (a) of this subsection.

Failure to submit the requested documentation within ten (10) business days of notice will disqualify the Vendor from consideration of the preference.



**P. BEST AND FINAL OFFER**

Each bidder should provide its best offer with their original solicitation response and should not expect the State to request a best and final offer (BAFO).

The State reserves the right to conduct more than one. If requested by the State, the BAFO must be submitted on the BAFO Cost Sheet and in accordance with the State's instructions. Failure to submit a requested BAFO or failure to submit a BAFO in accordance with the State's instructions may result in rejection of the bidder's entire solicitation response. BAFOs may be scored and ranked by the Evaluation Committee.

**Q. REFERENCE AND CREDIT CHECKS**

The State reserves the right to conduct and consider reference and credit checks. The State reserves the right to use third parties to conduct reference and credit checks. By submitting a response to this solicitation, the bidder grants to the State the right to contact or arrange a visit in person with any or all of the bidder's clients. Reference and credit checks may be grounds to reject a solicitation response, withdraw an intent to award, or rescind the award of a contract.

**R. AWARD**

The State reserves the right to evaluate solicitation responses and award contracts in a manner using criteria selected at the State's discretion and in the State's best interest. After evaluation of the bids, or at any point in the solicitation process, the State of Nebraska may take one or more of the following actions:

1. Amend the solicitation;
2. Extend the date and time of an opening;
3. Waive deviations or errors in the State's solicitation process and in bidder responses that are not material, do not compromise the solicitation process or a bidder's response, and do not improve a Vendor's competitive position;
4. Accept or reject a portion of or all of a solicitation response;
5. Accept or reject all responses;
6. Withdraw the solicitation;
7. Elect to re-release the solicitation;
8. Award single lines or multiple lines to one or more Vendors; or,
9. Award one or more all-inclusive contracts.

The State of Nebraska may consider, but is not limited to considering, one or more of the following award criteria:

1. Price;
2. Location;
3. Quality;
4. Delivery time;
5. Vendor qualifications and capabilities;
6. State contract management requirements and/or costs; and

The solicitation does not commit the State to award a contract. Once intent to award decision has been determined, it will be posted to the internet at: <https://das.nebraska.gov/materiel/bidopps.html>

Any protests must be filed by a bidder within ten (10) business days after the intent to award decision is posted to the internet. Grievance and protest procedure is available on the internet at: [https://das.nebraska.gov/materiel/docs/NE\\_DAS\\_Materiel\\_Purchasing\\_Agency-SPB\\_Policy\\_23\\_07\\_Protest\\_Policy.pdf](https://das.nebraska.gov/materiel/docs/NE_DAS_Materiel_Purchasing_Agency-SPB_Policy_23_07_Protest_Policy.pdf)

**S. LUMP SUM OR "ALL OR NONE" SOLICITATION RESPONSES**

The State reserves the right to purchase item-by-item, by groups or as a total when the State may benefit by so doing. Bidders may submit a response on an "all or none" or "lump sum" basis but should also submit a response on an item-by-item basis. The term "all or none" means a conditional response which requires the purchase of all items on which responses are offered and bidder declines to accept award on individual items; a "lump sum" response is one in which the bidder offers a lower price than the sum of the individual responses if all items are purchased but agrees to deliver individual items at the prices quoted.

**"LUMP SUM" OR "ALL OR NONE" RESPONSES SHOULD BE CLEARLY IDENTIFIED ON THE FIRST PAGE OF THE SOLICITATION AND COST SHEET (IF APPLICABLE)**

**T. REJECTION OF SOLICITATION RESPONSES**

The State reserves the right to reject any or all responses, wholly or in part, in the best interest of the State.

**U. PRICES & COST CLARIFICATION**

Discount and Price provisions are discussed in Sections **Error! Reference source not found.** and **Error! Reference source not found.**. The State reserves the right to review all aspects of cost for reasonableness and realism as those terms are defined in (Neb. Rev. Stat. § 73-810 (1) (a) and (b) The State may request clarification of any solicitation where the cost component indicates a significant and unsupported deviation from industry standards or in areas where detailed pricing is required. Under Neb. Rev. Stat. § 73-810 (2), the State may reject a bid if the price is not reasonable or realistic.

**V. SPECIFICATIONS**

Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for reference and not intended to limit competition but will be used as the standard by which equivalent material offered will be judged. The Materiel Administrator or his or her designee will be the sole judge of equivalency. The Vendor may offer any brands which meets or exceeds the specification. When a specific product is required, the solicitation will so state. Any item within the solicitation response is to be the latest current model under standard production at the time of order. No used or refurbished equipment will be accepted, unless otherwise stated.

**W. ALTERNATE/EQUIVALENT SOLICITATION RESPONSES**

Vendor may offer solicitation responses which are at variance from the express specifications of the solicitation. The State reserves the right to consider and accept such responses if, in the judgment of SPB, the response will result in goods and/or services equivalent to or better than those which would be supplied in the original solicitation specifications. Vendor must indicate on the solicitation the manufacturer's name, number and shall submit with their response, sketches, descriptive literature and/or complete specifications. Reference to literature submitted with a previous response will not satisfy this provision. Responses which do not comply with these requirements are subject to rejection. In the absence of any stated deviation or exception, the response will be accepted as in strict compliance with all terms, conditions and specification, and the Vendor shall be held liable therefore.

**X. SOLICITATION TABULATIONS**

Solicitation tabulations are available on the website at: <https://das.nebraska.gov/materiel/bidopps.html>.

## II. TERMS AND CONDITIONS

Bidder should read the Terms and Conditions within this section and must initial either “Accept All Terms and Conditions Within Section as Written” or “Exceptions Taken to Terms and Conditions Within Section as Written” in the table below. If the bidder takes any exceptions, they must provide the following within the “Exceptions” field of the table below (Bidder may provide responses in separate attachment if multiple exceptions are taken):

1. The specific clause, including section reference, to which an exception has been taken;
2. An explanation of why the bidder took exception to the clause; and
3. Provide alternative language to the specific clause within the solicitation response.

By signing the solicitation, bidder agrees to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the solicitation response. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the solicitation response. The State reserves the right to reject solicitation responses that attempt to substitute the bidder’s commercial contracts and/or documents for this solicitation.

Accept All Terms and Conditions Within Section as Written (Initial)	Exceptions Taken to Terms and Conditions Within Section as Written (Initial)	Exceptions: (Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.)
PS		

The bidders should submit with their solicitation response any license, user agreement, service level agreement, or similar documents that the bidder wants incorporated in the Contract. Upon notice of Intent to Award, the Vendor must submit a copy of these documents in an editable Word format. The State will not consider incorporation of any document not submitted with the solicitation response. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the Addendum to Contract Award has been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

1. If only one (1) Party has a particular clause, then that clause shall control;
2. If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together;
3. If both Parties have a similar clause, but the clauses conflict, the State’s clause shall control.

### A. GENERAL

1. The contract resulting from this solicitation shall incorporate the following documents:
  - a. Solicitation including any attachments and addenda;
  - b. Questions and Answers;
  - c. Bidder’s properly submitted solicitation response, including any terms and conditions or agreements submitted by the bidder;
  - d. Addendum to Contract Award (if applicable);and
  - e. Amendments to the Contract. (if applicable)

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) Executed Contract and any attached Addenda 3) Addendums to the solicitation and any Questions and Answers,

4) the original solicitation document and any Addenda or attachments, and 5) the Vendor's submitted solicitation response, including any terms and conditions or agreements that are accepted by the State.

Unless otherwise specifically agreed to in writing by the State, the State's standard terms and conditions, as executed by the State, shall always control over any terms and conditions or agreements submitted or included by the Vendor.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

**B. NOTIFICATION**

Bidder and State shall identify the contract manager who shall serve as the point of contact for the executed contract.

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally; electronically, return receipt requested; or mailed, return receipt requested. All notices, requests, or communications shall be deemed effective upon receipt.

Either party may change its address for notification purposes by giving notice of the change and setting forth the new address and an effective date.

**C. BUYER'S REPRESENTATIVE**

The State reserves the right to appoint a Buyer's Representative to manage or assist the Buyer in managing the contract on behalf of the State. The Buyer's Representative will be appointed in writing, and the appointment document will specify the extent of the Buyer's Representative authority and responsibilities. If a Buyer's Representative is appointed, the bidder will be provided a copy of the appointment document and is expected to cooperate accordingly with the Buyer's Representative. The Buyer's Representative has no authority to bind the State to a contract, amendment, addendum, or other change or addition to the contract.

**D. GOVERNING LAW (Nonnegotiable)**

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this contract must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third-party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.

**E. AMENDMENT**

This Contract may be amended in writing, within scope, upon the agreement of both parties.

**F. CHANGE ORDERS OR SUBSTITUTIONS**

The State and the Vendor, upon the written agreement, may make changes to the contract within the general scope of the solicitation. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Vendor may not claim forfeiture of the contract by reasons of such changes.

The Vendor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Vendor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Vendor's solicitation response, were foreseeable, or result from difficulties with or failure of the Vendor's solicitation response or performance.

No change shall be implemented by the Vendor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

In the event any good or service is discontinued or replaced upon mutual consent during the contract period or prior to delivery, the State reserves the right to amend the contract or purchase order to include the alternate product at the same price.

**\*\*\*Vendor will not substitute any item that has been awarded without prior written approval of SPB\*\*\***

**G. RECORD OF VENDOR PERFORMANCE**

The State may document the vendor's performance, which may include, but is not limited to, the customer service provided by the vendor, the ability of the vendor, the skill of the vendor, and any instance(s) of products or services delivered or performed which fail to meet the terms of the purchase order, contract, and/or Solicitation specifications. In addition to other remedies and options available to the State, the State may issue one or more notices to the vendor outlining any issues the State has regarding the vendor's performance for a specific contract ("Contract Compliance Request"). The State may also document the Vendor's performance in a report, which may or may not be provided to the vendor ("Contract Non-Compliance Notice"). The Vendor shall respond to any Contract Compliance Request or Contract Non-Compliance Notice in accordance with such notice or request. At the sole discretion of the State, such Contract Compliance Requests and Contract Non-Compliance Notices may be placed in the State's records regarding the vendor and may be considered by the State and held against the vendor in any future contract or award opportunity. The record of vendor performance will be considered in any suspension or debarment action.

**H. NOTICE OF POTENTIAL VENDOR BREACH**

If Vendor breaches the contract or anticipates breaching the contract, the Vendor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

**I. BREACH**

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by email, delivery receipt requested; certified mail, return receipt requested; or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time.

In case of breach by the Vendor, the State may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchase goods in substitution of those due from the Vendor. The State may recover from the Vendor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Vendor's breach. OR In case of default of the Vendor, the State may contract the service from other sources and hold the Vendor responsible for any excess cost occasioned thereby.

The State's failure to make payment shall not be a breach, and the Vendor shall retain all available statutory remedies. (See Indemnity - Self-Insurance and Payment)

**J. NON-WAIVER OF BREACH**

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

**K. SEVERABILITY**

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

**L. INDEMNIFICATION**

**1. GENERAL**

The Vendor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials (“the indemnified parties”) from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses (“the claims”), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Vendor, its employees, subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Vendor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

**2. INTELLECTUAL PROPERTY**

The Vendor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Vendor or its employees, subcontractors, consultants, representatives, and agents; provided, however, the State gives the Vendor prompt notice in writing of the claim. The Vendor may not settle any infringement claim that will affect the State’s use of the Licensed Software without the State’s prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State’s use of any intellectual property for which the Vendor has indemnified the State, the Vendor shall, at the Vendor’s sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State’s behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State’s election, the actual or anticipated judgment may be treated as a breach of warranty by the Vendor, and the State may receive the remedies provided under this solicitation.

**3. PERSONNEL**

The Vendor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker’s compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel, including subcontractors and their employees, provided by the Vendor.

**4. SELF-INSURANCE (Statutory)**

The State is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01. If there is a presumed loss under the provisions of this contract, Vendor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 through 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (§ 81-8,294), Tort (§ 81-8,209), and Contract Claim Acts (§ 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this contract to the extent provided by law.

**5. ALL REMEDIES AT LAW**

Nothing in this contract shall be construed as an indemnification by one party of the other for liabilities of a party or third parties for property loss or damage or death or personal injury arising out of and during the performance of this contract. Any liabilities or claims for property loss or damages or for death or personal injury by a party or its agents, employees, Vendors or assigns or by third persons, arising out of and during the performance of this lease shall be determined according to applicable law.

**6.** The Parties acknowledge that Attorney General for the State is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

**M. ATTORNEY’S FEES**

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if ordered by the court, including attorney’s fees and costs, if the other Party prevails.

**N. ASSIGNMENT, SALE, OR MERGER**

Either Party may assign the contract upon mutual written agreement of the other Party. Such agreement shall not be unreasonably withheld.

The Vendor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Vendor’s business. Vendor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Vendor will remain responsible for

performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

**O. CONTRACTING WITH OTHER POLITICAL SUBDIVISIONS OF THE STATE OR ANOTHER STATE**

The Vendor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. § 81-145(2), to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

The Vendor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this contract. The terms and conditions, including price, of this contract shall apply to any such contract, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any contract entered into pursuant to this clause. The State shall be notified if a contract is executed based upon this contract.

**P. FORCE MAJEURE**

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to an unforeseeable natural or man-made event outside the control and not the fault of the affected Party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other Party and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.

**Q. CONFIDENTIALITY**

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

**R. EARLY TERMINATION**

The contract may be terminated as follows:

1. The State and the Vendor, by mutual written agreement, may terminate the contract at any time.
2. The State, at its sole discretion, may terminate the contract for any reason upon thirty (30) calendar days' written notice to the Vendor. Such termination shall not relieve the Vendor of warranty or other service obligations incurred under the terms of the contract. In the event of termination, the Vendor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
  - a. If directed to do so by statute;
  - b. Vendor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
  - c. a trustee or receiver of the Vendor or of any substantial part of the Vendor's assets has been appointed by a court;
  - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Vendor, its employees, officers, directors, or shareholders;
  - e. an involuntary proceeding has been commenced by any party against the Vendor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Vendor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Vendor has been decreed or adjudged a debtor;
  - f. a voluntary petition has been filed by the Vendor under any of the chapters of Title 11 of the United States Code;
  - g. Vendor intentionally discloses confidential information;
  - h. Vendor has or announces it will discontinue support of the deliverable; and,
  - i. In the event funding is no longer available.

**S. CONTRACT CLOSEOUT**

Upon termination of the contract for any reason the Vendor shall within thirty (30) days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State,
2. Transfer ownership and title to all completed or partially completed deliverables to the State,
3. Return to the State all information and data unless the Vendor is permitted to keep the information or data by contract or rule of law. Vendor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Vendor's routine back up procedures,
4. Cooperate with any successor Contactor, person, or entity in the assumption of any or all of the obligations of this contract,
5. Cooperate with any successor Contactor, person, or entity with the transfer of information or data related to this contract,
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.

Nothing in this section should be construed to require the Vendor to surrender intellectual property, real or personal property, or information or data owned by the Vendor for which the State has no legal claim.

**T. PROHIBITED PRODUCTS**

The State will not accept Gray Market Products for this solicitation. Gray Market is defined as the trade of a commodity through distribution channels which, while legal, are unofficial, unauthorized, or unintended by the original manufacturer. Gray Market items are not designed to be sold in a particular market and cannot be supported by the authorized importer because of various reasons.

The State will not accept any products made by a company owned by the Chinese Communist Party. Furthermore, pursuant to Executive Order No. 23-05, the State will not accept any communications equipment or services developed by organizations on the Federal Communications Commission's Covered List.

The State will not accept goods from countries or persons identified on the Office of Foreign Assets Control Sanctions List.

**U. AMERICANS WITH DISABILITIES ACT**

Vendor shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12131–12134), as amended by the ADA Amendments Act of 2008 (ADA Amendments Act) (Pub.L. 110–325, 122 Stat. 3553 (2008)), which prohibits discrimination on the basis of disability by public entities.

**V. ACCEPTABLE GOODS**

All products proposed shall be of the latest manufacture in production as of the date of the solicitation and be of proven performance and under standard design complete as regularly advertised and marketed and shall be delivered complete with all necessary parts, specified accessories, tools, and special features.

Used, demonstrator, prototype, or discontinued equipment is not acceptable. Complete specifications, manufacturer's descriptive literature and/or advertising data sheets with cuts or photographs may be required prior to an award and should be included with the solicitation response on the IDENTICAL equipment proposed.

Literature should be complete and the latest published. Any information necessary to show compliance with these specifications not given on the manufacturer's descriptive literature and/or advertising data sheets should be supplied in writing on or attached to the solicitation response.

If manufacturer's information necessary to show compliance with these specifications is not attached to the solicitation response, the Vendor may be required to submit requested information within three (3) business days of a written request. Failure to submit requested descriptive literature or advertising data sheets may be grounds to reject the solicitation response.

**W. DELIVERY ARO**

Delivery desired within 180 days after receipt of order(s).

At the time of delivery, a designated State employee will sign the "invoice/packing slip." This signature will only indicate that the order has been received and that the items actually delivered agree with the delivery invoice. This signature does not indicate all items were received in good condition and/or that there is not possible hidden damage.

**X. ORDERS**

Orders will be placed either by, phone, e-mail, or Internet (if available and not to the exclusion of the other methods).



All orders must reference a purchase order number and the purchase order number must be referenced on the packing slip, and invoice. Invoices are to be sent to the "Invoice to" address on the purchase order.

1. The Vendor shall provide the order number to the Agency within five (5) business days after the Purchase Order has been received. The Vendor shall email, fax, or mail this information to the purchasing Agency.
2. Upon acceptance of the purchase order the awarded bidder agrees to abide by any such prospective delivery date.
3. Purchase orders issued from the resulting contract(s) may specify prospective delivery dates due to Agency operational needs and budget. Upon acceptance of the purchase order, the Vendor agrees to abide by any such prospective delivery date.

**Y. QUALITY**

Product quality must meet specifications and be consistent for the term of the contract. All materials must be of first quality, under standard production by the manufacturer and be of standard design, complete as regularly advertised and marketed and be of proven performance.

A guarantee of satisfactory performance by the Vendor and meeting delivery dates are considered to be an integral part of the purchase contract resulting from this solicitation.

Products are to be fully guaranteed and may be returned for full credit or replacement (at the State's option) for any reason during the initial warranty period with no additional charges for shipping or restocking.

**Z. ANNUAL USAGE, ESTIMATED**

Annual usage figures provided are estimates and are not to be construed as either a minimum or maximum purchase quantity. The orders shall be for the actual quantities of each item ordered by or for any agency during the life of the contract. Vendor shall not impose minimum order requirements.

### III. VENDOR DUTIES

Bidder should read the Vendor Duties within this section and must initial either “Accept All Terms and Conditions Within Section as Written” or “Exceptions Taken to Vendor Duties Within Section as Written” in the table below. If the bidder takes any exceptions, they must provide the following within the “Exceptions” field of the table below (Bidder may provide responses in separate attachment if multiple exceptions are taken):

1. The specific clause, including section reference, to which an exception has been taken;
2. An explanation of why the bidder took exception to the clause; and
3. Provide alternative language to the specific clause within the solicitation response.

By signing the solicitation, bidder agrees to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the solicitation response. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the solicitation response. The State reserves the right to reject solicitation responses that attempt to substitute the bidder’s commercial contracts and/or documents for this solicitation.

Accept All Vendor Duties Within Section as Written (Initial)	Exceptions Taken to Vendor Duties Within Section as Written (Initial)	Exceptions: (Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.)
PS		

#### A. INDEPENDENT VENDOR / OBLIGATIONS

It is agreed that the Vendor is an independent Vendor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Vendor is solely responsible for fulfilling the contract. The Vendor or the Vendor’s representative shall be the sole point of contact regarding all contractual matters.

The Vendor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Vendor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the Vendor’s solicitation response shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

The Vendor warrants that all persons assigned to the project shall be employees of the Vendor or a subcontractor and shall be fully qualified to perform the work required herein. Personnel employed by the Vendor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Vendor or the subcontractor respectively.

With respect to its employees, the Vendor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding,
2. Any and all vehicles used by the Vendor’s employees, including all insurance required by state law,
3. Damages incurred by Vendor’s employees within the scope of their duties under the contract,
4. Maintaining Workers’ Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law,
5. Determining the hours to be worked and the duties to be performed by the Vendor’s employees; and,

6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Vendor, its officers, agents, or subcontractors or subcontractor's employees).

If the Vendor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the solicitation response. The Vendor shall agree that it will not utilize any subcontractors not specifically included in its solicitation response in the performance of the contract without the prior written authorization of the State. If the Vendor subcontracts any of the work, the Vendor agrees to pay any and all subcontractors in accordance with the Vendor's agreement with the respective subcontractor(s).

The State reserves the right to require the Vendor to reassign or remove from the project any Vendor or subcontractor employee.

Vendor shall insure that the terms and conditions contained in any contract with a subcontractor does not conflict with the terms and conditions of this contract.

The Vendor shall include a similar provision, for the protection of the State, in the contract with any subcontractor engaged to perform work on this contract.

**B. FOREIGN ADVERSARY CONTRACTING PROHIBITION ACT CERTIFICATION (Nonnegotiable)**

The Vendor certifies that it is not a scrutinized company as defined under the Foreign Adversary Contracting Prohibition Act, Neb. Rev. Stat. Sec. § 73-903 (5); that it will not subcontract with any scrutinized company for any aspect of performance of the contemplated contract; and that any products or services to be provided do not originate with a scrutinized company.

**C. EMPLOYEE WORK ELIGIBILITY STATUS**

The Vendor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

If the Vendor is an individual or sole proprietorship, the following applies:

1. The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <https://das.nebraska.gov/materiel/docs/pdf/Individual%20or%20Sole%20Proprietor%20United%20States%20Attestation%20Form%20English%20and%20Spanish.pdf>
2. The completed United States Attestation Form should be submitted with the Solicitation response.
3. If the Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
4. The Vendor understands and agrees that lawful presence in the United States is required, and the Vendor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

**D. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Nonnegotiable)**

The Vendor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Vendors of the State of Nebraska, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §§ 48-1101 to 48-1125). The Vendor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Vendor shall insert a similar provision in all Subcontracts for goods and services to be covered by any contract resulting from this Solicitation.

**E. COOPERATION WITH OTHER VENDORS**

Vendor may be required to work with or in close proximity to other Vendors or individuals that may be working on the same or different projects. The Vendor shall agree to cooperate with such other Vendors or individuals and shall not commit or permit any act which may interfere with the performance of work by any other Vendor or individual. Vendor is not required to compromise Vendor's intellectual property or proprietary information unless expressly required to do so by this contract.

**F. DISCOUNTS**

Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the solicitation response. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

**G. PRICES**

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the Solicitation. No additional charges will be allowed for packing, packages, or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

All prices, costs, and terms and conditions submitted in the solicitation response shall remain fixed and valid commencing on the opening date of the solicitation until the contract terminates or expires.

**The State reserves the right to deny any requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties.**

**The State will be given full proportionate benefit of any decreases for the term of the contract.**

**H. PERMITS, REGULATIONS, LAWS**

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Vendor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The Vendor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

**I. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES**

The State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Vendor on behalf of the State pursuant to this contract.

The State shall own and hold exclusive title to any deliverable developed as a result of this contract. Vendor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or deliverable.

**J. ANTITRUST**

The Vendor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

**K. CONFLICT OF INTEREST**

By submitting a solicitation response, vendor certifies that no relationship exists between the vendor and any person or entity which either is, or gives the appearance of, a conflict of interest related to this solicitation or project.

Vendor further certifies that vendor will not employ any individual known by vendor to have a conflict of interest nor shall vendor take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its contractual obligations hereunder or which creates an actual or appearance of conflict of interest.

If there is an actual or perceived conflict of interest, vendor shall provide with its solicitation response a full disclosure of the facts describing such actual or perceived conflict of interest and a proposed mitigation plan for consideration. The State will then consider such disclosure and proposed mitigation plan and either approve or reject as part of the overall solicitation response evaluation.

**L. STATE PROPERTY**

The Vendor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Vendor's use during the performance of the contract. The Vendor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

**M. SITE RULES AND REGULATIONS**

The Vendor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on State premises. If the Vendor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the

equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to in writing between the State and the Vendor.

**N. ADVERTISING**

The Vendor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its goods or services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

**O. DISASTER RECOVERY/BACK UP PLAN**

The Vendor shall have a disaster recovery and back-up plan, of which a copy should be provided upon request to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue delivery of goods and services as specified under the specifications in the contract in the event of a disaster.

**P. DRUG POLICY**

Vendor certifies it maintains a drug free workplace environment to ensure worker safety and workplace integrity. Vendor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

**WARRANTY**

The Vendor warrants for a period of one (1) year from the date of Acceptance that: (a) the Products perform according to all specific claims that the Vendor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the State has relied on the Vendor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects. Upon breach of the warranty, the Vendor will repair or replace (at no charge to the State) the Product whose nonconformance is discovered and made known to the Vendor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Vendor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees, and costs.

**Q. TIME IS OF THE ESSENCE**

Time is of the essence with respect to Vendor's performance and deliverables pursuant to this Contract.

**R. USAGE REPORT**

The Vendor shall, upon request by the State Purchasing Bureau, provide a usage report of this contract by state agencies and political subdivisions.

The reporting period may be determined based on need and may include the following:

- a. Agency name, item(s), and dollar amount and shall include the information of the time period requested.
- b. Fill rate information for Core List and Catalog/Non-Core items, statewide and by agency to include the number of orders received, orders processed, back orders, and partially filled orders.

Usage reports by agency and statewide indicating the numbers of each Core List and Catalog/Non-Core item sold.

Any additional report the State Purchasing Bureau may deem necessary.

**S. ENERGY STAR PRODUCTS**

The Vendor must provide products that earn the Energy Star and meet the Energy Star specifications for energy efficiency. The Vendor is encouraged to visit <https://www.energystar.gov/> for complete product specifications and updated lists of qualifying products.

**T. MOTOR VEHICLE INDUSTRIES REGULATION ACT**

All Vendors must comply with the licensing requirements for motor vehicle dealers established under the Motor Vehicle Industries Regulation Act, Nebraska Revised Statutes, Chapter 60, Article 14 at time of bid opening. Solicitation responses will only be accepted from Vendors who are fully compliant with the Motor Vehicle Industries Regulation Act, Chapter 60, Article 14.

**U. PART 571-FEDERAL MOTOR VEHICLE SAFETY STANDARDS**

The Federal Standards and Regulations in this section are in addition to the clauses below. All vehicles in the solicitation response must meet the Regulations and Safety Standards found in the Electronic Code of Federal Regulations (e-CFR) links.

[https://www.ecfr.gov/cgi-bin/textidx?SID=0c73b334368cc70bade7eade2cfc7e3d&mc=true&tpl=/ecfrbrowse/Title49/49cfrv6\\_02.tpl#500](https://www.ecfr.gov/cgi-bin/textidx?SID=0c73b334368cc70bade7eade2cfc7e3d&mc=true&tpl=/ecfrbrowse/Title49/49cfrv6_02.tpl#500)

<https://www.ecfr.gov/cgi-bin/textidx?SID=0c73b334368cc70bade7eade2cfc7e3d&mc=true&node=pt49.6.571&rgn=div5>

## **V. LIFE CYCLE COST**

1. Life-cycle cost information will be captured in a formula to allow a comparison between the price based on acquisition costs and the price based on life cycle costs.
2. Vendor must provide a price based on acquisition costs according to specifications. Vendors will not be required to submit a price based on life-cycle costs. In order for a Vendor's submission to be considered on the basis of life cycle costs, the Vendor must supply the information requested on the Life-Cycle Cost Analysis for Heavy Equipment / Vendor Submission form provided by SPB. Life-cycle cost information considered for purposes of a solicitation response will include only the life-cycle cost information as submitted with the solicitation response by the Vendor. SPB will not add any additional information or stipulate to the creditability of any information provided and /or not provided in the form. If a Vendor fails to complete any of the information requested for a price based on life-cycle costs, the solicitation response will be disqualified from further consideration for a contract based on life-cycle costs. The Vendor's solicitation response based on acquisition costs will be considered if the requirements of that solicitation are met independently of the solicitation based on life-cycle costs.
3. Life-cycle cost comparisons will be based upon the Life-Cycle Cost per Hour, which will be calculated using information provided by the Vendors and the State as indicated in the Life Cycle Cost Analysis Form.
4. The Vendor or authorized representative will be required to sign the Life-Cycle Cost Analysis – Heavy Equipment Vendor Submission form and certify that the information is true and accurate. Additionally, the Vendor is informed on the form that a Vendor Performance Report may be submitted by the purchasing agency and possible suspension may occur if the data provided proves to be inaccurate throughout the life of the equipment proposed.
5. SPB may award multiple contracts meeting specification: one based on low acquisition cost and one based on life-cycle cost. If no life-cycle cost solicitation response is submitted, the award will only be based on acquisition cost.
6. The procuring agency may select either contract: low acquisition cost contract or the life-cycle cost contract.

## **W. AUTHORIZED DEALER & WARRANTY**

To the extent required by the manufacturer, the Vendor shall be an authorized dealer. Vendor may be required to substantiate that he/she is an authorized dealer. Proof, if required, must be submitted to SPB within three (3) business days of the request and prior to the award of any contract.

The terms of the original manufacturer's standard warranty shall apply to all equipment acquired from this solicitation for the entire warranty period.

## **X. DELIVERY LOCATIONS / INSTRUCTIONS**

Vendor must provide products to all applicable delivery locations/instructions.

1. All deliveries shall be scheduled with an Agency representative and, upon delivery, must be serviced and ready to drive, with no less than ¼ tank of gasoline.
2. Delivery hours are between 9:00 AM and 3:00 PM, Monday through Friday, except Saturdays, Sundays and all State and Federal holidays.
3. If the quoted ARO in each separate ITB Technical Specifications goes beyond the desired ARO it may be an award consideration.
4. Delivery Odometer mileage: 1. Vehicles delivered within a 200-mile radius of Lincoln shall show less than 200 miles on the odometer.
5. Vehicles delivered outside the 200-mile radius of Lincoln shall show less than 450 miles on the odometer.
6. Vehicles will not be accepted if all required paperwork is not with the vehicle at time of delivery.
7. The Vendor will retain ownership of the vehicle(s) until the purchaser has signed all required paperwork. A guarantee of satisfactory performance by the Vendor and meeting delivery dates are considered to be an integral part of the purchase contract resulting from this bid invitation.
8. All vehicles shall be delivered FOB Destination to the location on the purchase order in Lincoln, Nebraska in accordance with the Delivery Schedule shown on the purchase order.
9. Vehicles are to be road ready, fully equipped, serviced, and washed with the equivalent of a ¼ tank of gasoline

10. Vehicles showing lack of proper Vendor pre-delivery service shall be subject to rejection until the vehicle is properly serviced.
11. Factory pre-delivery service is not acceptable
12. Each unit shall be delivered to the purchaser with all wheels balanced and the front end aligned.
13. Dealer nameplates, decals, etc. shall not be affixed to the vehicle.
14. A signed copy of the completed manufacturer's "New Vehicle Preparation-Inspection and Road Test" form must accompany each vehicle at time of delivery.
15. After the vehicle has been fully serviced, the Vendor may deliver it by rail freight, truck transport or driven to the destination.
16. Vehicles will not be accepted if all paperwork is not with the vehicle at the time of delivery.
17. The original manufacturer's statement of origin or original title, a service authorization card, and a properly executed service and warranty policy shall accompany each vehicle when delivered.
18. Each vehicle shall be completely checked by the Vendor to ensure conformance with the manufacturer's specifications and the State of Nebraska requirements as stated herein.
19. A signed copy of the PDI form shall be delivered with all other required documentation.
20. Invoices to describe the vehicle, including vehicle identification number (VIN), key number and State of Nebraska purchase order number.
21. Vendors may honor pricing and extend the contract to political subdivisions, cities, and counties. Political subdivisions, cities, and counties must adhere to the terms and conditions of the contract.
22. Vehicles that have been wrecked or sustained more than minor nicks and scratches will not be accepted. The Vendor should not attempt to deliver a unit until minor nicks and scratches have been repaired. Failure to comply may result in the Vendor not being allowed to bid on future vehicle contracts.
23. All equipment should accompany the vehicle upon delivery. For example, if the vehicle was ordered with floor mats and two (2) keys it must be delivered with the specified floor mats and two (2) keys.
- 24.

**Y. CERTIFICATE OF TITLE**

Vendor shall provide a certificate of title for each vehicle purchased that is free and clear of any lien, security interest, or encumbrance of any kind. The Vendor shall indemnify, defend, and hold harmless the State of Nebraska from any claim, litigation or loss to the certificate of title.

**Z. MODEL YEAR "CUT-OFF" & "BUILD OUT" DATES**

The Vendor is to provide, with their bid, the model year cut-off date(s), if known. If the cut-off date is not available at the time of bidding, the Vendor(s) should contact SPB immediately when cut-off dates are announced by the manufacturer(s). The Vendor is responsible for providing SPB the following cut-off & build out date(s) information immediately for vehicles that have been awarded through the State:

1. The cut-off and/or build out date(s).
2. The corresponding contract number(s) for each cut-off and/or build out date(s) is in the email "subject line" and in the body of the email.
3. The corresponding contract model name(s).
4. The reason for the cut-off date(s), if known. For example, if the contracted vehicle has a cut-off date because the Vehicle will no longer be manufactured.

Send vehicle model year order cut-off date(s) via email to:  
 DAS State Purchasing Bureau [as.materielpurchasing@nebraska.gov](mailto:as.materielpurchasing@nebraska.gov)

Submitting model year order cut-off date(s) does not change the awarded contract period and does not automatically terminate the contract. In the event the Vendor is not able to offer the contracted model year vehicle, at the contracted price or below, it is the Vendor's responsibility to notify SPB immediately. If it is known that the contracted vehicle will not be available for the remainder of the contract period, or will no longer be manufactured, the contract can be placed On Hold status which will make it so that purchase orders cannot be generated. and be allowed to naturally expire on the contracted expiration date. If the order banks are expected to open up during the contract period when a cut-off date is submitted to SPB, purchase orders may continue to be produced and submitted to the Vendor to be placed with the manufacturer on the build out date.

## IV. PAYMENT

Bidder should read the Payment clauses within this section and must initial either “Accept All Terms and Conditions Within Section as Written” or “Exceptions Taken to Payment clauses Within Section as Written” in the table below. If the bidder takes any exceptions, they must provide the following within the “Exceptions” field of the table below (Bidder may provide responses in separate attachment if multiple exceptions are taken):

1. The specific clause, including section reference, to which an exception has been taken;
2. An explanation of why the bidder took exception to the clause; and
3. Provide alternative language to the specific clause within the solicitation response.

By signing the solicitation, bidder agrees to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the solicitation response. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the solicitation response. The State reserves the right to reject solicitation responses that attempt to substitute the bidder’s commercial contracts and/or documents for this solicitation.

Accept All Payment Clauses Within Section as Written (Initial)	Exceptions Taken to Payment Clauses Within Section as Written (Initial)	Exceptions: (Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.)
PS		

**A. PROHIBITION AGAINST ADVANCE PAYMENT (Nonnegotiable)**  
Neb. Rev. Stat. § 81-2403 states, “[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency.”

**B. TAXES (Nonnegotiable)**  
The State is not required to pay taxes and assumes no such liability as a result of this Solicitation. The Vendor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Vendor’s equipment which may be installed in a state-owned facility is the responsibility of the Vendor.

**C. INVOICES (Nonnegotiable)**  
Invoices for payments must be submitted by the Vendor to the agency requesting the services with sufficient detail to support payment.

Invoices shall describe the vehicle and include at least the VIN, key number and State of Nebraska purchase order number.

The terms and conditions included in the Vendor’s invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract. **The State shall have forty-five (45) calendar days to pay after a valid and accurate invoice is received by the State.**

**D. INSPECTION AND APPROVAL**  
Final inspection and approval of all work required under the contract shall be performed by the designated State officials.

The State and/or its authorized representatives shall have the right to enter any premises where the Vendor or Subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work



being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

**E. PAYMENT (Nonnegotiable)**

Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. § 81-2403). The State may require the Vendor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any goods and services provided by the Vendor prior to the Effective Date of the contract, and the Vendor hereby waives any claim or cause of action for any such goods or services.

**F. LATE PAYMENT (Nonnegotiable)**

The Vendor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §§ 81-2401 through 81-2408).

**G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Nonnegotiable)**

The State's obligation to pay amounts due on the Contract for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Vendor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Vendor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Vendor be paid for a loss of anticipated profit.

**H. RIGHT TO AUDIT (Nonnegotiable)**

The State shall have the right to audit the Vendor's performance of this contract upon a thirty (30) days' written notice. Vendor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. (Neb. Rev. Stat. § 84-304 et seq.) The State may audit, and the Vendor shall maintain, the Information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Vendor shall make the Information available to the State at Vendor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Vendor so elects, the Vendor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Vendor be required to create or maintain documents not kept in the ordinary course of Vendor's business operations, nor will Vendor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to Vendor.

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent (.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

# TECHNICAL SPECIFICATIONS

## I. VENDOR INSTRUCTIONS

Vendor must respond to each of the following statements. Specifications listed are minimum conditions that must be met in order for a Vendor to qualify for the award.

“YES” response means the Vendor guarantees they can meet this condition.

“NO” response means the Vendor cannot meet this condition and will not be considered.

“NO & PROVIDE ALTERNATIVE” responses should be used only with a narrative response in the NOTES/COMMENTS section explaining in detail any deviation from the Vendor’s ability to meet the condition, and an explanation of how this would be determined to be an acceptable alternative to meeting the condition. Alternatives must be detailed in such a way that allows such deviations to be fully evaluated. The State shall determine at its sole discretion whether or not the Vendor’s alternative is an acceptable alternative.

## J. NON-COMPLIANCE STATEMENT

Read these specifications carefully. Any and all exceptions to these specifications must be written on or attached to solicitation response. Any noncompliance may void your solicitation response. Non-compliance to any single specification can void your solicitation response.

It is the responsibility of Vendors to obtain information and clarifications as provided below. The State is not responsible for any erroneous or incomplete understandings or wrongful interpretations of this solicitation by any Vendor.

## K. TECHNICAL SPECIFICATIONS: TITLE/DESCRIPTION OF GOODS

### A. MANUFACTURER’S MINIMUM SPECIFICATIONS

YES	NO	NO & PROVIDE ALTERNATIVE	
Yes			1. The Minimum Specifications are based off the Manufacturer’s 2025 specifications.
<b>NOTES/COMMENTS:</b>			

### B. BODY

YES	NO	NO & PROVIDE ALTERNATIVE	
	No		1. Length Ranging from 216” to 224”
Yes		OEM Ford	2. Body color and interior trim color will be selected from manufacturer’s standard colors (NOTE: attached color charts are considered “Manufacturer’s Colors” with no extra charge unless specified on color chart in the options).
Yes		OEM Ford	3. Approved darkest tint of privacy/safety glass to be in all doors, windows, and windshields on side and rear windows.
Yes		OEM Ford	4. Standard production heat and sound insulation to be provided. Body and interior finished to exclude excessive noise and weather.
Yes		OEM Ford	5. Full-length headliner.
			6. <b>Seats (Total occupancy 12 Seats):</b>
Yes		OEM Ford	a. Manufacturer’s cloth covered, foam rubber passenger seat to be cloth covered, foam rubber cushions and vinyl trim.
	No	See Floor Plan	b. Center row seating to be two (2), three (3) passenger bench seats.
Yes		See Floor Plan	c. Rear seating to be one (1), four (4) passenger bench seat.
	No	Aisle Side/OEM Ford	7. Arm Rests shall be on both the left and right-hand sides of each seat. Door armrests are acceptable as armrests.
Yes			8. Dual, padded sun visors included.

	No	OEM Ford	9. Please refer to section <b>571.111</b> of the <b>Federal Motor Vehicle Safety Standards</b> for Rearview Mirror specifications.
	No	OEM Ford	10. Power Outlet.
Yes		OEM Ford	11. Please refer to section <b>571.209</b> of the <b>Federal Motor Vehicle Safety Standards</b> for seat belt requirements.
Yes		OEM Ford	12. Manufacturer's electrically operated windshield wipers with multiple speeds and delay modes, manually controlled with electric windshield washer jets to each wiper blade and with intermittent or delay capability.
Yes		OEM Ford	13. Manufacturer's installed dual front and rear air-conditioning, manually controlled, to include all items in the factory package.
Yes		OEM Ford	14. Factory installed fresh air type heater with dual front and rear defrosters (passenger only).
Yes		OEM Ford	15. Manufacturer's AM/FM Stereo.
Yes		OEM Ford	16. Halogen high beam and low beam headlights, parking, dome, tail, backup, hazard and stop lights, front and rear directional turn signals, self-canceling control on the steering column and daytime running lights.
Yes		OEM Ford	17. Vehicles shall be delivered with rubberized factory front and rear floor mats or Equivalent if provided through the dealer parts room.
Yes		OEM Ford	18. Manufacturer's power locks.
Yes		OEM Ford	19. Two (2) fully functional keys and FOB's to enter and operate vehicle. Please specify in the " <b>NOTES/COMMENTS</b> " section if vehicle will only have keys.
Yes		OEM Ford	20. Automatic speed control.
Yes		OEM Ford	21. Manufacturer's rear window defroster.
Yes		OEM Ford	22. Factory installed airbags on both driver and passenger sides.
Yes		31 gallon	23. Largest gallon fuel tank available from factory, Minimum of 24-gallon. Please specify fuel tank gallons being bid in the " <b>NOTES/COMMENTS</b> " section below.
Yes		OEM Ford	24. Manufacturer's electric power windows.
			25. <b>Doors:</b>
Yes		Sliding Door	a. Standard 60/40 swing-out doors for right side or sliding door.
Yes		OEM Ford	b. Rear doors to be a 50/50 design.
Yes		OEM Ford	26. Key locking ignition switch, head, parking and dome light switches, headlight beam control, speedometer, voltmeter, charge indicator, fuel gauge, oil pressure indicator, engine temperature indicator, high beam indicator light, traffic hazard light switch, flashing turn indicator lights and interior hood release.
<b>NOTES/COMMENTS:</b>			

**C. ENGINE AND DRIVE TRAIN**

YES	NO	NO & PROVIDE ALTERNATIVE	
Yes			1. Minimum Engine size is 3.5L V6.
			2. <b>Transmission:</b>
Yes			a. Manufacturer's minimum six (6) speed automatic transmission.
Yes		OEM Ford	b. Auxiliary or Heavy-Duty oil cooler required for the automatic transmission.
Yes			3. Air Cleaner.
Yes			4. Oil Filter.

Yes			5. Manufacturer's standard Axle ratios.
<b>NOTES/COMMENTS:</b>			

**D. SUSPENSION AND RUNNING GEAR**

YES	NO	NO & PROVIDE ALTERNATIVE	
Yes		148"	1. Minimum Wheelbase of:121.6"
Yes			2. Power steering.
Yes			3. Manufacturer's Tilt steering Wheel/Column.
Yes			4. To be equipped with five (5) minimum 16" standard original equipment wheels with four (4) wheel covers.
			5. <b>Tires:</b>
Yes			a. To be equipped with five (5) factory installed, minimum 16", full-sized, black wall, tubeless, all season steel-belted radial tires of regular production.
Yes			b. To comply with Manufacturer's GVWR.
Yes		OEM Ford	c. To be produced and labeled by a major Manufacturer and factory installed.
Yes			d. Spare tire rim can be steel.
	No	Tire Manufacturer	e. Should have a 50,000-mile tire rating.
			6. <b>Brakes:</b>
Yes			a. Anti-lock brakes.
Yes			b. Front and Rear power service brakes disc/drum or disc/disc combination.
Yes			7. Suspension must be designed to handle passenger and cargo requirements.
<b>NOTES/COMMENTS:</b>			

**E. ELECTRICAL SYSTEM**

YES	NO	NO & PROVIDE ALTERNATIVE	
Yes			1. 12-volt, solid state Ignition System shall be equipped with high tension, radio frequency shielded, ignition wiring.
			2. <b>Battery:</b>
Yes			a. Heavy-duty.
Yes			b. Maintenance-free.
Yes			c. Highest CCA capacity available from the factory for model bidding. Please specify CCA in the <b>"NOTES/COMMENTS"</b> section.
Yes		220 amp	3. Standard Alternator. Please specify amperage rating in the <b>"NOTES/COMMENTS"</b> section.
<b>NOTES/COMMENTS:</b>			

**F. MISCELLANEOUS**

YES	NO	NO & PROVIDE ALTERNATIVE	
Yes			1. All vehicles protected to 34 degrees below zero Fahrenheit by permanent type ethylene glycol base antifreeze of the brand normally furnished by the manufacturer.
Yes		OEM Ford	2. The radiator shall be tagged or marked to indicate the type, brand, and degree of protection.
Yes		OEM Ford	3. A thermostat shall be factory installed for permanent antifreeze and be equipped with a coolant recovery system. Manufacturer's optional increased cooling capacity system is acceptable.
Yes		Tire tools OEM Ford	4. Manufacturer's standard complement of tools, with facilities for storage, is to be provided with each unit.
Yes			5. Items not listed on the contract, but are required for the ordering Agency's business needs, may be added to the purchase order to complete the purchase of the vehicle. Please contact the awarded bidder for pricing.
	No	See Note	6. The Vendor should provide a link to a price list and/or catalog for MSRP pricing with the corresponding discount from MSRP. If link is available, please enter it in the <b>"NOTES/COMMENTS"</b> section.
<b>NOTES/COMMENTS:</b>			
6. MSRP for this vehicle is \$81,357.60. Our bid price, reflecting a 14.82% discount, is \$69,298.00. Since we do not have a publicly available price list or catalog link, we are providing the MSRP directly. Please let us know if any additional information is required.			

**G. SUSTAINABILITY**

YES	NO	NO & PROVIDE ALTERNATIVE	
	No	OEM Ford	1. If any part or component of the vehicle bid contains recycled or bio-based material(s), please list and provide detailed information on the environmental attributes in the <b>"NOTES/COMMENTS"</b> section.
<b>NOTES/COMMENTS:</b>			

H. Federal Clauses

YES	NO	NO & PROVIDE ALTERNATIVE	
Yes			1. Acknowledge of Attachment B Federal Clauses.  <b>Vendor must sign and agree to the terms within Attachment B Federal Clauses.</b>
<b>NOTES/COMMENTS:</b>			

## CONTRACTUAL AGREEMENT FORM

### BIDDER MUST COMPLETE THE FOLLOWING

By signing this Contractual Agreement Form, the bidder guarantees compliance with the provisions stated in this solicitation and agrees to the terms and conditions unless otherwise indicated in writing and certifies that bidder is not owned by the Chinese Communist Party.

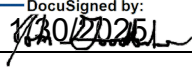
Per Nebraska’s Transparency in Government Procurement Act, Neb. Rev Stat § 73-603, DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Vendors. This information is for statistical purposes only and will not be considered for contract award purposes.

\_\_\_\_\_ NEBRASKA VENDOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Vendor. “Nebraska Vendor” shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this Solicitation. All vendors who are not a Nebraska Vendor are considered Foreign Vendors under Neb. Rev Stat § 73-603 (c).

\_\_\_\_ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. § 73-107 and wish to have preference, if applicable, considered in the award of this contract.

\_\_\_\_ I hereby certify that I am a blind person licensed by the Commission for the Blind & Visually Impaired in accordance with Neb. Rev. Stat. § 71-8611 and wish to have preference considered in the award of this contract.

### FORM MUST BE SIGNED MANUALLY IN INK OR BY DOCUSIGN

BIDDER:	Master's Transportation, Inc.
COMPLETE ADDRESS:	800 Quik Trip Way Belton, MO 64012
TELEPHONE NUMBER:	800-783-3613
FAX NUMBER:	816-318-9998
EMAIL ADDRESS:	bids@masterstransportation.com
DATE:	<small>DocuSigned by:</small>  <small>D6ED831A39EB4AE...</small>
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	John D. Goodbrake, President

State of Nebraska  
120795 OR  
Attachment A1.0  
Cost Sheet

Vendor: Masters Transportation

Description: 2025 or Current Production Year One Ton 12 Passenger Vans

All quantities presented below are estimated in nature and may either be greater or less than the actual order quantity in the initial period of the contract. Multiple Vendor(s) may be awarded for one or more of the products or services requested below.

Additional bid options and secondary bids may be entered in the lines below.

	Description	Quantity	Unit of Measure	Unit Cost
1.	2025 or Current Production Year One Ton 12 Passenger Vans Year: 2025 Manufacturer: Ford Model: Transit Trim: XLT Engine: Additional Infromation:	10.0000	Each	\$ 69,298.0000
2.	Fire Extinguisher	1	each	138.51
3.	First Aid kit	1	each	80.88
4.	Emergency Triangles	1	set	94.59
5.	Bloodborne Pathogen kit	1	each	40.87
6.	Seatbelt Cutter	1	each	21.64
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				
16.				
17.				
18.				
19.				
20.				
21.				
22.				
23.				
24.				
25.				
26.				



<b>27.</b>				
<b>28.</b>				
<b>29.</b>				
<b>30.</b>				



**Master's**  
*Transportation Inc.*



# 12 PASSENGER 350 SLIDING DOOR X2C

Master's Specialty Vehicles

Master's Transportation is a proud distributor of Master's Specialty Vehicles. Combining the comfort, convenience and safety of the Ford Transit passenger van with the MSV uplift, provides you with the customization and safety you need in a non-CDL van.

## SLIDING DOOR

- Ford QVM
- Non-CDL



MOVING PEOPLE  
**FORWARD**

## Powertrain

- Standard: 3.5L PDFi V6
- Optional: EcoBoost V6, 3.5L
- 10 Speed Automatic Transmission w/Overdrive

## GVWR 9,250 lbs or 10,360 lbs

## Entertainment Features

- AM/FM Stereo Radio
- Auxiliary Audio Input

## Suspension and Handling

- Suspension/Handling
- Front Independent Strut Suspension w/Anti-Roll Bar, Gas-Pressurized Shocks

## Convenience

- Power Front Windows
- Rear HVAC
- Ford Co-Pilot360 - Adaptive Cruise Control w/ASLD Distance Pacing
- Remote Power Door Locks 2 Stage Unlock and Illuminated Entry
- Manual Telescoping Steering Wheel
- Front Overhead Shelf
- Dual Batteries

## Body Exterior

- Medium or High Roof
- Driver and Passenger Power Remote, Manual Folding Door Mirrors
- Sliding Door

## Seat and Trim

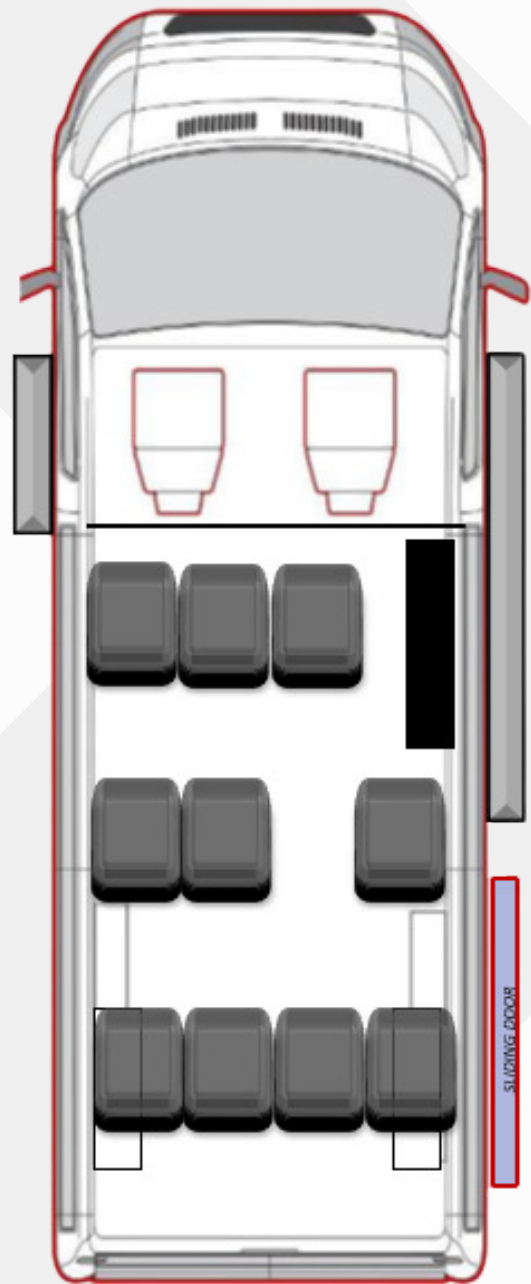
- 4-Way Driver Seat Adjustment
- Driver and Passenger Arm Rests
- Front Bucket Seats
- Ford 3-Point Passenger Seats

## Safety and Security

- Rain Sensing Wipers
- Reverse Sensing System Parking Sensors
- 4-Wheel ABS Brakes
- Dual Front Airbag Supplemental Restraint System

## Seat Flexibility

Combined with our Pareto Flooring, MSV bus door transporters can provide unlimited seating layout options.



**Claims for Damages:**

Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

**Remedies:**

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the agencies authorized representative and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Agency is located.

**Rights and Remedies:**

Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Agency or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

**Federal Certifications**

**CERTIFICATION AND RESTRICTIONS ON LOBBYING**

I, John D. Goodbrake hereby certify  
(Name and title of official)

On behalf of Master's Transportation, Inc. that:  
(Name of Bidder/Company Name)

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of

Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants

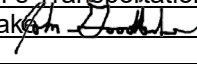
and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Bidder/Company Name: Master's Transportation, Inc.

Type or print name: John D. Goodbrake

Signature of authorized representative: 

Date 1 / 30 / 25

D6ED831A39EB4AE...

**GOVERNMENTWIDE  
DEBARMENT AND SUSPENSION  
(NONPROCUREMENT)**

Recipients, contractors, and subcontractors that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b)

collecting a certification from that person (found below); or (c) adding a clause or condition to the contract or subcontract.

**Instructions for Certification:** By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

(1) It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which

adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,

(2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:

a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:

1. Debarred,
2. Suspended,
3. Proposed for debarment,
4. Declared ineligible,
5. Voluntarily excluded, or
6. Disqualified,

b. Its management has not within a threeyear period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:

1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
2. Violation of any Federal or State antitrust statute, or,
3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving

stolen property,

c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of

any of the offenses listed in the preceding subsection 2.b of this Certification,

d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a threeyear period preceding this Certification,

e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that

information to FTA,

f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:

1. Equals or exceeds \$25,000,,
2. Is for audit services, or,
3. Requires the consent of a Federal official, and

g. It will require that each covered lower tier contractor and subcontractor:

1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:

- a. Debarred from participation in its federally funded Project,
- b. Suspended from participation in its federally funded Project,
- c. Proposed for debarment from participation in its federally funded Project,
- d. Declared ineligible to participate in its federally funded Project,
- e. Voluntarily excluded from participation in its federally funded Project, or
- f. Disqualified from participation in its federally funded Project, and

(3) It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals,

including any of its first tier Subrecipients or its ThirdParty

Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

**Certification**

(3) It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its ThirdParty Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

**Certification**

Contractor: Master's Transportation, Inc.  
Signature of Authorized Official: [Signature] Date 1 / 30 / 25  
Name and Title of Contractor's Authorized Official: John D. Goodbrake, President

**BUS TESTING CERTIFICATION**

The undersigned bidder [Contractor/Manufacturer] certifies that the vehicle model or vehicle models offered in this bid submission complies with 49 U.S.C 5318(e) and FTA's implementing regulation at 49 CFR Part 665. A copy of the test report (for each bid ITEM) prepared by the Federal Transit Administration's (FTA) Altoona, Pennsylvania Bus Testing Center is attached to this certification and is a true and correct copy of the test report as prepared by the facility. The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the U.S. Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

Name of Bidder/Company Name: Master's Specialty Vehicles  
Type or print name: Monte Borman  
Signature of authorized representative: [Signature]  
Date of Signature: 1 / 30 / 25

**PREAWARD**

**BUY AMERICA CERTIFICATION**

*(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)*  
As required by 49 CFR part 663 – Subpart B, Master's Transportation, Inc. (the recipient) is satisfied that the vehicles to be purchased, as ordered by the state (number and description of vehicles) from Master's Specialty Vehicles (the manufacturer), meet the requirements of 49 U.S.C. 5323(j), as amended. The recipient, or its appointed auditor Master's Transportation, Inc. (the auditor – not the manufacturer or its agent), has reviewed documentation provided by the manufacturer, which lists (1) the proposed component and subcomponent parts of the vehicles identified by manufacturer, country of origin, and cost; and (2) the proposed location of the final assembly point for the vehicles, including a description of the activities that will take place at the final assembly point and the cost of final assembly.  
Date : 1/30/25  
Recipient Authorized Signature: [Signature]  
Print Name: Monte Borman  
Title : Production Coordinator

**PREAWARD**

**BUY AMERICA CERTIFICATE OF NONCOMPLIANCE**

As required by 49 CFR part 663 – Subpart B, \_\_\_\_\_ (the recipient) keeps on file a certification that there is a letter from FTA which grants a waiver to the rolling stock to be purchased, \_\_\_\_\_ (number and description of rolling stock), from the Buy America requirements under 49 U.S.C. 5323(j)(2)(A),(2)(B), or (2)(D), as amended.  
Date : \_\_\_\_\_  
Recipient Authorized Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title : \_\_\_\_\_

**PREAWARD  
FMVSS COMPLIANCE CERTIFICATION**

As required by 49 CFR part 663 – Subpart D, Master's Transportation, Inc. (the recipient)

certifies that it received, at the preaward stage, a copy of Master's Specialty Vehicles 's (the

manufacturer) selfcertification information stating that the vehicles, as ordered by the state (nu

mber and description of vehicles), will comply with the relevant Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in 49 CFR part 571.  
Date: 1/30/25

Recipient Authorized Signature: Monte Borman

Print Name: Monte Borman

Title : Production Coordinator

**PREAWARD  
CERTIFICATION OF FMVSS INAPPLICABILITY**

As required by 49 CFR part 663 – Subpart D, (the recipient) certifies that it received at the preaward stage, a statement from

\_\_\_\_\_ (the manufacturer) indicating that the vehicles,

\_\_\_\_\_ (number and description of vehicles), will not be subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in 49 CFR part 571.  
Date:

Recipient Authorized Signature:

Print Name:

Title :

**PREAWARD  
PURCHASER'S REQUIREMENTS CERTIFICATION**

As required by 49 CFR part 663 – Subpart B, Master's Transportation, Inc. (the recipient)

certifies that the vehicles to be purchased, as ordered by the state (number and description of vehicles) from , Master's Specialty Vehicles (the manufacturer),

are the same product described in the recipient's solicitation specification and that the proposed manufacturer is a responsible manufacturer with the capability to produce vehicles that meet the specifications set forth in the solicitation.

Date : 1/30/2025

Recipient Authorized Signature: Monte Borman

Print Name: Monte Borman

Title : Production Coordinator

**CERTIFICATE OF COMPLIANCE WITH BUY AMERICA ROLLING STOCK REQUIREMENTS**

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations in 49 CFR § 661.11

Date : 1/30/2025

Signature: Monte Borman

Company : Master's Specialty Vehicles

Print Name: Monte Borman  
Title : Production Coordinator

**CERTIFICATE OF NONCOMPLIANCE  
WITH BUY AMERICA ROLLING STOCK REQUIREMENTS**

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j) but may qualify for an exemption to the requirement consistent with 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR § 661.7.

Date : \_\_\_\_\_  
Signature: \_\_\_\_\_  
Company: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title : \_\_\_\_\_

**ONSITE  
MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION**

(PostDelivery purchaser's requirement, in compliance with the federal requirements of 49 U.S.C. Section 5323(m))

**ONSITE  
MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION  
(Rolling Stock Procurements for more than 10 vehicles for areas >200,000 in population)**

As required by 49 CFR Part 663Subpart C, the

\_\_\_\_\_  
(Recipient's name)  
Certifies that a resident inspector,

\_\_\_\_\_  
(Name of inspector)  
Was at

\_\_\_\_\_  
(the manufacturer's)  
manufacturing site during the period of manufacture of the buses,

\_\_\_\_\_  
(description of buses).  
The inspector visually inspecting the buses, the \_\_\_\_\_ (the recipient) has reviewed the inspection documentation, maintains a copy of this report, and certifies that the buses meet the contract specifications.

**ONSITE  
MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION  
(Rolling Stock Procurements for more than 20 vehicles for areas < 200,000 in population)**

As required by 49 CFR Part 663Subpart C, the

\_\_\_\_\_  
(Recipient's name)  
Certifies that a resident inspector,

\_\_\_\_\_  
(Name of inspector)  
Was at

\_\_\_\_\_  
(the manufacturer's)  
manufacturing site during the period of manufacture of the buses,

\_\_\_\_\_  
(description of buses).  
The inspector visually inspecting the buses, the \_\_\_\_\_ (the recipient) has reviewed the inspection documentation, maintains a copy of this report, and certifies that the buses meet the contract specifications.

Signature \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_  
Title \_\_\_\_\_



**TRANSIT VEHICLE MANUFACTURER (TVM) DBE CERTIFICATION**

Pursuant to the provisions of Section 105(f) of the Surface Transportation Assistance Act of 1982, each bidder for this contract must certify that it has complied with the requirements of 49 CFR Part 26.49, regarding the participation of Disadvantaged Business Enterprises (DBE) in FTA assisted procurements of transit vehicles. Absent this certification, properly completed and signed, a bid shall be deemed nonresponsive.

**Certification:**

I hereby certify, for the bidder named below, that it has complied with the provisions of 49 CFR Part 26.49 and that I am duly authorized by said bidder to make this certification.

BIDDER/COMPANY

Name of Bidder/Company Master's Specialty Vehicles

Signature of Representative Monte Borman

Type or Print Name Monte Borman

Title Production Coordinator Date 1 / 30 / 25

**POSTDELIVERY**

**BUY AMERICA CERTIFICATION**

*(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)*

As required by 49 CFR part 663 – Subpart C, \_\_\_\_\_ (the recipient)

certifies that it is

satisfied that the vehicles received, \_\_\_\_\_ (number and description of vehicles) from

\_\_\_\_\_ (the manufacturer),

meet the requirements

of 49 U.S.C. 5323(j), as amended. The recipient, or its appointed auditor

\_\_\_\_\_ (the auditor – not the manufacturer or its agent), has reviewed documentation provided by the manufacturer, which lists (1)

the actual component

and subcomponent parts of the vehicles identified by the manufacturer, country of origin, and cost; and (2) the actual

location of the final assembly

point for the vehicles, including a description of the activities that took place at the final assembly point and the cost of final assembly.

Date : \_\_\_\_\_

Recipient Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title : \_\_\_\_\_

**POSTDELIVERY**

**BUY AMERICA CERTIFICATE OF NONCOMPLIANCE**

As required by 49 CFR part 663 – Subpart C, \_\_\_\_\_ (the recipient)

certifies that there is a

letter from FTA which grants a waiver to the vehicles received,

\_\_\_\_\_ (manufacturer, number and

description of vehicles) from

the Buy America requirements under 49 U.S.C. 5323(j), as amended.

Date : \_\_\_\_\_

Recipient Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title : \_\_\_\_\_

**POSTDELIVERY**

**FMVSS COMPLIANCE CERTIFICATION**

As required by 49 CFR part 663 – Subpart D, \_\_\_\_\_ (the recipient)

certifies that it received,

at the postdelivery

stage, a copy of \_\_\_\_\_'s the (manufacturer) selfcertification

information stating that the

vehicles, \_\_\_\_\_ (number

and description of vehicles), comply with the relevant Federal Motor Vehicle Safety Standards issued by the National

Highway Traffic Safety

Administration in 49 CFR part 571.

Date : \_\_\_\_\_

Recipient Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_  
Title : \_\_\_\_\_

**POSTDELIVERY  
CERTIFICATION OF FMVSS INAPPLICABILITY**

As required by 49 CFR part 663 – Subpart D, \_\_\_\_\_ (the recipient) certifies that it received at the preaward stage, a statement from , \_\_\_\_\_ 's (the manufacturer) indicating that the vehicles \_\_\_\_\_ (number and description of vehicles), are not subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in 49 CFR part 571.

Date : \_\_\_\_\_  
Recipient Authorized Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title : \_\_\_\_\_

**POSTDELIVERY  
PURCHASER'S REQUIREMENTS CERTIFICATION**

As required by 49 CFR part 663 – Subpart C, \_\_\_\_\_ (the recipient) certifies that a resident inspector, \_\_\_\_\_ (the resident inspector – not an agent or employee of the manufacturer), was at \_\_\_\_\_ 's (the manufacturer), manufacturing site during the period of manufacture of the vehicles, \_\_\_\_\_ (number and description of the vehicles). The inspector monitored manufacturing and completed a report on the manufacture of the vehicles and provided accurate records of all vehicle construction activities. The report addresses how the construction and operation of the vehicles fulfill the contract specifications. After reviewing the report, visually inspecting the vehicles, and performance testing the vehicles, the recipient certifies that the vehicles meet the contract specifications.

Date : \_\_\_\_\_  
Recipient Authorized Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title : \_\_\_\_\_

**POSTDELIVERY  
PURCHASER'S REQUIREMENTS CERTIFICATION**

As required by 49 CFR part 663 – Subpart C, after visually inspecting and road testing the contract vehicles, \_\_\_\_\_ (the recipient) certifies that the vehicles, \_\_\_\_\_ (number and description of vehicles) from \_\_\_\_\_ (the manufacturer), meet the contract specifications.

Date : \_\_\_\_\_  
Recipient Authorized Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title : \_\_\_\_\_



## Master's Transportation and Master's Specialty Vehicles

Master's Transportation is one of the nation's leading providers of commercial vehicles for rent, lease and purchase. We are proud to offer new and used shuttle buses and vans, school buses, multi-function school activity buses and motor coaches. With locations nationwide and a broad selection of vehicles, we are able to meet needs quickly and seamlessly, without complications. Master's is the largest rental and leasing bus and van dealer in the nation and can offer rentals on a daily, weekly, monthly or seasonal basis. Master's offers in-house leasing and financing – something you can't find anywhere else! We have six full-service, service departments and a centralized parts department, allowing us to provide service needs nationwide. Master's knows issues can arise once you receive your vehicle. Master's Transportation's culture is built around five core values: relentlessly pursue excellence, operate with high integrity, have a positive can-do attitude and to be solution oriented. In the event an issue does arise, our sales team is a phone call away and will quickly provide a solution.

MSV has been in business since July of 2019 and is led by a leadership team with over 60 years of combined transportation and manufacturing experience. Safety, quality and innovation is what sets MSV apart from other upfitters. From ADA vehicles to prison and medical transports, MSV has the experience and knowledge to meet your needs. MSV adheres to the recommended practices and standards from FMVSS, NTEA, ADA and OEM Up-fitter program guidelines.

Master's and MSV work together reviewing the specification requirements prior to submitting our proposal to ensure all specifications are met. Once awarded and orders are received, Master's and MSV collaborate again to ensure all requirements are captured on each order before each bus is manufactured. We work closely throughout the entire build process. In the event there is an issue or parts delay, we develop a solution and notify the customer promptly of the situation.

Master's Transportation and MSV are committed to delivering vehicles that exceed our customers' expectations and requirements. We know how to meet customer specifications, troubleshoot when necessary and deliver a quality vehicle, every time.



## **MANUFACTURER'S LIMITED WARRANTY FOR MSV PRODUCTS**

### **DEFINITIONS:**

1. Conversion Warranty - This is the warranty provided by MSV for all additional components, body structure, and assembly of the finished MSV Product (the "Product") and is comprised of the following:
  - a. MSV Basic Conversion Limited Warranty – the standard warranty covering the first Purchaser and subsequent Purchasers within the terms outlined later in this document.
  - b. MSV Floor Structure Limited Warranty – the warranty covering the floor structure of the converted portion of the finished Product, under the terms outlined later in this document. This warranty is offered to the first Purchaser and subsequent Purchasers.
2. Chassis Warranty - This is the warranty provided by the chassis manufacturer (e.g. Ford)
3. Product - All vehicles, parts and components manufactured by MSV.
4. Purchaser- The individual, group, company, or other legal entity that purchases, at retail, a new MSV Product as the end-user either from an authorized MSV Dealer, or directly from MSV.

### **STANDARD WARRANTY TERMS:**

1. MSV Warranty: The MSV Basic Conversion Limited Warranty period runs for three (3) years from the original date of first retail purchase, or for thirty-six thousand (36,000) odometer miles, whichever occurs first. MSV provides coverage for those components defined under the MSV Floor Limited Warranty outlined herein. During the specified warranty period, MSV agrees to provide coverage for parts and labor to perform repairs necessary subject to the items and limitations of this warranty agreement. Specific warranty details are described later in this document within the sections "What is Covered by this Warranty" and "What is Not Covered by this Warranty".

2. Chassis Warranty: The Product's Chassis is covered exclusively by the warranty provided by the Original Equipment Manufacturer (OEM) and is not warranted by MSV. Please consult the warranty documents available from the chassis OEM

3. Third-Party Warranty: In some cases, accessory components such as restraint systems, adaptive driving equipment, and other non-MSV components are installed during manufacturing and carry their own unique warranty coverage. While MSV Customer Care will assist wherever possible, these individual components shall be warranted by the respective supplier per the terms and conditions of each respective warranty, and shall not be the responsibility of MSV. Under these circumstances, a supplier's warranty statement will be provided with each new MSV Product and will be available upon request.

### **MSV CONVERSION WARRANTY STATEMENT:**

MSV warrants each van Conversion will be free of defects in materials and workmanship used during the conversion manufacturing process. Warranty coverage is provided based on ordinary use and service within the expressed time and mileage limits set forth herein. In the event your vehicle requires repairs, the following terms and conditions shall apply:



## **WARRANTY TERMS AND CONDITIONS:**

The following Terms and Conditions apply to all MSV warranties described herein:

1. **Disclaimer of Warranty.** THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
2. **Limitation of Remedies.** In no case shall MSV be liable for any special, incidental, or consequential damages based upon breach of warranty, breach of contract, negligence, strict tort, or any other legal theory. Such damages include, but are not limited to, loss of profits, loss of savings or revenue, loss of use of the bus body or any associated equipment, cost of capital, cost of any substitute bus body, equipment, facilities or services, downtime, the claims of third parties including customers, and injury to property. This limitation does not apply to claims for personal injury. In the event this provision is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision of this Warranty, but this Warranty will be construed as if such invalid, illegal, or unenforceable provision or provisions had never been contained herein.
3. **Warranty Claim Procedure.** The Purchaser must notify MSV Customer Care, or an authorized MSV Warranty Provider, of a potential Warranty Claim prior to the initiation of any warranty work. Within a reasonable time of receipt of the notification, MSV, or its authorized Warranty Provider, will provide the Purchaser with further instructions on how to proceed with such warranty claim. Any notice of a warranty claim and all other warranty correspondence must be sent to MSV Warranty Department, 800 Quik Trip Way, Belton, Missouri 64012. MSV may designate new or additional addresses and will notify the Purchaser in the event of such change.
4. **Time Limit for Bringing Suit.** Any action for breach of warranty must be commenced within twelve (12) months following delivery of the Product or within one (1) month following the first twelve thousand (12,000) miles, whichever comes first.
5. **No Other Warranties.** Unless modified in writing and signed by both parties' authorized representatives, this agreement is understood to be the complete and exclusive agreement between the parties, superseding all the prior agreements, oral or written, and all other communications between the parties (including without limitation any terms and conditions contained in any purchase order or sales invoice) relating to the subject matter of this agreement. No employee of MSV or any other party is authorized to make any warranty in addition to or in lieu of those made in this agreement.
6. **Warranty Registration.** Warranty Registration is required to activate coverage on new Products. Upon receipt of a MSV Product, and within two weeks of delivery, Purchaser or Dealer is required to submit the final Product acceptance and warranty registration to MSV Customer Care, Attn: Product Services. It is the obligation of the Purchaser to sign the customer acceptance card and return it to MSV Customer Care within the two weeks following retail purchase and delivery. The customer acceptance and warranty registration must be on file for any warranty claim to be considered.



#### **MSV BASIC NEW VEHICLE WARRANTY:**

1. What is Covered by this Warranty. MSV Basic New Vehicle Warranty provides coverage for the original Purchaser, beginning on the original date of purchase, and all subsequent Purchasers. MSV warrants that the Product, and all other original components manufactured by MSV, are free from defects in materials used and workmanship during the final conversion process. If, within any of the applicable MSV warranty periods, a defect in material or workmanship is discovered, the Purchaser shall contact MSV Customer Care, or an authorized MSV Warranty Provider for inspection and warranty claim authorization before proceeding with repairs. In no event shall such notification be received later than one (1) month after the applicable warranty period or one month after the applicable mileage, whichever comes first. Within a reasonable time of receipt of such notification, MSV will work to correct any covered defect in material or workmanship with either new or used replacement parts, at MSV's option. Such repair, including both parts and labor, is at MSV's expense.

2. What is Not Covered by this Warranty. MSV does not warrant the following:

- Any product, components or parts not manufactured by MSV, including but not limited to the chassis or any chassis part;
- Damage caused by use of the vehicle for purposes other than those for which it was designed;
- Damage caused by accident or the negligence of the Purchaser or any third party;
- Damage caused by disasters such as fire, flood, wind, and lightning;
- Damage caused by the Purchaser's failure to provide normal preventive maintenance as customarily accepted in the industry or as set forth in maintenance guidelines;
- Filters, belts or other parts which are a part of normal maintenance replacement;
- Damage caused by unauthorized or improper installation of attachments, repairs, modifications or alterations;
- Damage caused by replacement of original parts or components with unauthorized substitutes;
- Damage during shipment;
- Any other abuse or misuse by the Purchaser or Operator;
- Damage caused by exposure to contaminants, corrosives, salt, chemicals, irradiation or environmental or atmospheric conditions; and
- Any and all claims relating to Tires. Such claims are solely the responsibility of the manufacturer.



Master's Transportation is one of the nation's leading providers of rental, lease and purchase of transport vehicles. We strive to make a significant and positive impact in the transportation industry through our commitment to quality and safety. Our core values guide us in all that we do, inspiring us to "Move People Forward".

Our business scope covers a full series of commercial vehicles including commercial shuttle buses and vans; school buses and multi-functional school activity buses; motor coaches; and used commercial buses. We have six full-service departments and a centralized parts department, while having the capacity to provide service needs nationwide. In addition to general service repair, we also offer motor coach, limo bus and shuttle full-scale refurbishing.

Our rental department is unique in the industry, providing a broad selection of rental vehicles for short or long term needs. With locations nationwide, we offer rental vehicles on a seasonal, monthly, weekly and daily basis. The crux of our rental business is offering convenience, safety and quality so that our customers can focus on their journey ahead.

Since our beginning, Master's Transportation has maintained an exceptional reputation as a premier transportation provider, exceeding expectations for our customers, partners and employees based on our ethics, strength and reliability.

## Who We Are

With over 30 years of experience, our company stands on a foundation dedicated to providing excellence in the transportation industry. We are passionate about being first to market and realizing opportunities, creating solutions for current and future unmet needs. We continue to evolve through innovation, expanding vehicle offerings, value-added services and adding new technologies to revolutionize the industry. We work hard to provide seamless and tailored solutions to support customer needs. With long lasting relationships with our customers, our exceptional retention and referrals rates provide a key component to our success and growth.

Our company culture demands us to *relentlessly pursue excellence, operate with high integrity, have a positive can-do attitude and to be solution oriented.* Our core values guide us to ensure that our customers and our colleagues are at the heart of every decision we make.

Our success is based on the hard work of our team members who carry our vision forward. We support a work environment that nurtures our employees' continued education, growth, and development and encourages discovery and sharing of best practices. We are committed, individually and collectively, to the safety and well-being of our employees, our customers and our communities. Our policies, as well as our daily decisions are proof that this commitment is engrained in our culture.

We believe in being a good corporate citizen of our communities, using our resources wisely, and investing in organizations that are making a positive and lasting impact. We achieve this through advocating for their cause, donation matching and encouraging our employees to get personally involved.



## Warranty Administration

Master's Transportation will serve as the warranty administrator for the manufacturer of the unit our customer has purchased. As warranty administrator, Master's will submit all required warranty registration paperwork with each supplier from chassis to components.

If the customer needs to file a warranty claim, the customer will need to contact Master's Transportation to start the process as all warranty work requires authorization before the work can begin.

**Any warranty service must be requested and approved by Master's Transportation before the work is authorized.**

- The Agency will notify Master's Transportation of the issue. Please have the VIN, mileage, signed Statement of Warranty Coverage form and description of the service issue readily available before contacting Master's Transportation. An email or phone call to Master's will start the process.
  - 816.318.9988
  - [beltonservice@masterstransportation.com](mailto:beltonservice@masterstransportation.com)
- Master's Service Department (MSD) verifies the issue and contacts the Agency with any questions or clarifications.
- MSD will send a Warranty Authorization Form to the Agency which must be completed and returned to MSD for evaluation and approval before the warranty process begins
- Once pre-authorization is received, Master's will direct the Agency to the nearest authorized service facility.
- End user will arrange for the service appointment and take the vehicle to the authorized service center.
- Once the service is completed, Master's Transportation will pay the service provider, that which the warranty will cover. Any gap in what warranty pays, and the balance of the bill, is the responsibility of the bus user.
- Any chassis related issue is to be handled by your local chassis dealer (i.e. Ford, Chevy, Freightliner, etc.).

Downtime is dependent upon issue, parts availability and complexity of repair.

Master's Transportation is happy to help customers with aftermarket modifications. It is not recommended for customers to make their own aftermarket modifications as it's possible to void manufacturers' warranties.

---

Kansas City, MO

Denver, CO

800 Quik Trip Way, Belton, MO 64012

1011 S. Huron St, Denver, CO 80223

---

Kearney, NE

Hot Springs, AR

Ozark, MO

3710 Central Ave, Ste 5, Kearney, NE 68847

4364 Malvern Rd, Hot Springs, AR 71901

171 Shady Oak Rd, Ozark, MO 65721





## Master's Transportation Statement of Warranty Coverage

Thank you for the purchase of a new vehicle from Master's Transportation Inc. Master's takes pride in providing outstanding customer service and this continues after the delivery of your new vehicle(s).

Part of this outstanding service is Master's serving as the warranty administrator for the manufacturer of the unit you recently purchased. Your new vehicle includes a wide range of coverages from both the chassis and body manufacturers as outlined by their warranty coverage statements.

All warranty work requires a warranty authorization from the manufacturer prior to completing any repairs to your new vehicle. To obtain a warranty authorization please contact a Master's warranty specialist at 1-800-783-3613. The warranty specialist will assist with acquiring the warranty authorization and with expediting the process of the repair.

Any un-authorized repair cost or repairs that fall outside the coverage provided by the manufacturer will be at your expense and not the responsibility of Master's Transportation Inc.

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_

Master's RSM Signature \_\_\_\_\_ Date \_\_\_\_\_



## Service Organization

Master's Transportation is a full line sales and service bus and van dealer with ten locations throughout Missouri, Nebraska, Arkansas, Colorado, Texas, California, Florida and DC/Maryland. Since 1985, Master's Transportation has been supplying a wide range of buses and vans to schools, churches, city agencies, state agencies, and Federal agencies.

Master's Transportation service centers:

### Missouri

800 Quik Trip Way

Belton, MO 64012

800-783-3613

Hours of Operation: Monday through Friday, 8:00 am – 5:00 pm

Service Personnel: 9

Hourly rate: \$165

### Missouri

171 Shady Oak Drive

Ozark, MO 65721

800-783-3613

Hours of Operation: Monday through Friday, 8:00 am – 5:00 pm

Service Personnel: 3

Hourly rate: \$155

### Colorado

25200 E. 68<sup>th</sup> Avenue

Aurora, CO 80019

303-627-4100

Hours of Operation: Monday through Friday, 8:00 am – 5:00 pm

Service Personnel: 3

Hourly rate: \$165

---

Kansas City, MO

Denver, CO

800 Quik Trip Way, Belton, MO 64012

1011 S. Huron St, Denver, CO 80223

---

Kearney, NE

Hot Springs, AR

Ozark, MO

3710 Central Ave, Ste 5, Kearney, NE 68847

4364 Malvern Rd, Hot Springs, AR 71901

171 Shady Oak Rd, Ozark, MO 65721



**Maryland/DC**

201 Ritchie Road, Bldg. A  
Capitol Heights, MD 20743  
240-455-0200

Hours of Operation: Monday through Friday, 8:00 am – 5:00 pm  
Service Personnel: 5  
Hourly rate: \$160

**Texas**

3840 Valley View Lane  
Irving, TX 75062  
800-783-3613

Hours of Operation: Monday through Friday, 8:00 am – 5:00 pm  
Service Personnel: 4  
Hourly rate: \$160.00

**California**

1215 Graphite Drive  
Corona, CA 92881

Hours of Operation: Monday through Friday, 8:00 am – 5:00 pm  
Service Personnel: 2  
Hourly rate: \$160.00

The Master's Service Team can be reached at 800-783-3613 or:

Tyetta Miller, Service Manager  
tmiller@masterstransportation.com

---

Kansas City, MO

800 Quik Trip Way, Belton, MO 64012

Denver, CO

1011 S. Huron St, Denver, CO 80223

---

Kearney, NE

3710 Central Ave, Ste 5, Kearney, NE 68847

Hot Springs, AR

4364 Malvern Rd, Hot Springs, AR 71901

Ozark, MO

171 Shady Oak Rd, Ozark, MO 65721



## Parts

We provide full availability of parts to support any needs for maintenance and repairs made in the field. Please contact Tim Clark at 816-831-1326 for any parts inquiries or contact us via email:

- Tim Clark, Parts and Sourcing Manager (tclark@masterstransportation.com)
- Josh Mason, Parts Lead (jmason@masterstransportation.com)

Master's will ship the parts to you via UPS Ground.

Cost to Agency: Except for warranty claims, freight charges are invoiced at cost.

## Repairs

Repairs can be scheduled at Master's Transportation location listed above. Just call the number of the location nearest you and ask to make a service appointment. If you are not near one of Master's locations, please call 1-800-783-3613 and we'll help you find a service center closest to you.

Turn-around time for repairs is dependent upon the issue, parts availability and complexity of repair however, we will do everything possible to expedite delivery and minimize downtime.

---

Kansas City, MO

800 Quik Trip Way, Belton, MO 64012

Denver, CO

1011 S. Huron St, Denver, CO 80223

---

Kearney, NE

3710 Central Ave, Ste 5, Kearney, NE 68847

Hot Springs, AR

4364 Malvern Rd, Hot Springs, AR 71901

Ozark, MO

171 Shady Oak Rd, Ozark, MO 65721

### 3. The New Vehicle Limited Warranty for your 2024-model vehicle

#### LIMITATIONS AND DISCLAIMERS

All of the warranties in this booklet are subject to the following limitations and disclaimers:

The warranties in this booklet are the only express warranties applicable to your vehicle. Ford does not assume or authorize anyone to assume for it any other obligation or liability in connection with your vehicle or these warranties. No person, including Ford employees or dealers, may modify or waive any part of these warranties.

Ford and its dealers reserve the right to make changes in or additions to vehicles built or sold by them at any time without incurring any obligation to make the same or similar changes or additions to vehicles previously built or sold.

Ford and its dealers also reserve the right to provide post-warranty repairs, conduct recalls, or extend the warranty coverage period for certain vehicles or vehicle populations, at the sole discretion of Ford. The fact that Ford has provided such measures to a particular vehicle or vehicle population in no way obligates Ford to provide similar accommodations to other owners of similar vehicles.

As a condition of these warranties, you are responsible for properly using, maintaining, and caring for your vehicle as outlined in your Owner's Manual. Ford recommends that you maintain copies of all maintenance records and receipts for review by Ford.

Ford and your dealer are not responsible for any time or income that you lose, any inconvenience you might be caused, the loss of your transportation or use of your vehicle, the cost of rental vehicles, fuel, telephone, travel, meals, or lodging, the loss of personal or commercial property, the loss of revenue, or for any other incidental or consequential damages you may have.

Punitive, exemplary, or multiple damages may not be recovered unless applicable law prohibits their disclaimer.

You may not bring any warranty-related claim as a class representative, a private attorney general, a member of a class of claimants or in any other representative capacity.

Ford shall not be liable for any damages caused by delay in delivery or furnishing of any products and/or services.

You may have some implied warranties. For example, you may have an implied warranty of merchantability (that the car or light truck is reasonably fit for the general purpose for which it was sold) or an implied warranty of fitness for a particular purpose (that the car or light truck is suitable for your special purposes), if a special purpose was specifically disclosed to Ford itself not merely to the dealer before your purchase, and Ford itself not just the dealer told you the vehicle would be suitable for that purpose.

These implied warranties are limited, to the extent allowed by law, to the time period covered by the written warranties, or to the applicable time period provided by state law, whichever period is shorter.

#### **DISCLAIMER OF IMPLIED WARRANTIES FOR BUSINESS AND RACING USE**

**\*\*\* Ford disclaims all implied warranties if the vehicle is used for business or commercial purposes. \*\*\***

**\*\*\* Ford disclaims the implied warranty of fitness for a particular purpose if your vehicle is used for racing, even if the vehicle is equipped for racing. \*\*\***

The warranties contained in this booklet and all questions regarding their enforceability and interpretation are governed by the law of the state in which you purchased your Ford vehicle. Some states do not allow Ford to limit how long an implied warranty lasts or to exclude or limit incidental or consequential damages, so the limitation and exclusions described above may not apply to you.

**APPLICABILITY OF LIMITATIONS OF IMPLIED WARRANTY TO NEW VEHICLE LIMITED WARRANTY AND EMISSIONS WARRANTY**

**\*\*\* This information about the limitation of implied warranties and the exclusion of incidental and consequential damages under the NEW VEHICLE LIMITED WARRANTY also applies to the EMISSIONS WARRANTIES described on pages 23-45. \*\*\***

Ford participates in the BBB AUTO LINE warranty dispute resolution program. You may contact BBB AUTO LINE by calling 800-955-5100.

You are required to submit your warranty dispute to the BBB AUTO LINE before exercising rights or seeking remedies under the Federal Magnuson-Moss Warranty Act, 15 U.S.C. § 2301 et seq. To the extent permitted by the applicable state “Lemon Law”, you are also required to submit your warranty dispute to the BBB AUTO LINE before exercising any rights or seeking remedies under the “Lemon Law”.

If you choose to seek remedies that are not created by the Magnuson-Moss Warranty Act or the applicable state “Lemon Law,” you are not required to first use BBB AUTO LINE to resolve your dispute – although the program is still available to you.

For more information regarding the BBB AUTO LINE program, see page 47 of this booklet.

## QUICK REFERENCE: WARRANTY COVERAGE

This chart gives a general summary of your warranty coverage provided by Ford Motor Company under the New Vehicle Limited Warranty. Please refer to the description of warranty coverage for more specific information.

For each type of coverage, the chart shows two measures:

- years in service
- miles driven

**Your New Vehicle Limited Warranty**

TYPE OF COVERAGE	YEARS IN SERVICE/MILES DRIVEN
BUMPER TO BUMPER	3/36,000
POWERTRAIN	5/60,000
SAFETY RESTRAINT SYSTEM	5/60,000
CORROSION (Perforation only)	5/UNLIMITED
DIESEL ENGINE	5/100,000
HYBRID/ELECTRIC UNIQUE COMPONENT	8/100,000

The measure that occurs first determines how long your coverage lasts. For example: Your Bumper to Bumper Coverage lasts for three years - unless you drive more than 36,000 miles before three years elapse. In that case, your coverage ends at 36,000 miles.

For more details on coverage, see:

- What is Covered? (pages 9-15)
- What is Not Covered? (pages 15-20)



## WHAT IS COVERED?

Your NEW VEHICLE LIMITED WARRANTY gives you specific legal rights. You may have other rights that vary from state to state. Under your New Vehicle Limited Warranty if:

- your Ford vehicle is properly operated and maintained, and
- was taken to a Ford dealership for a warranted repair during the warranty period,

then authorized Ford Motor Company dealers will, without charge, repair, replace, or adjust all parts on your vehicle that malfunction or fail during normal use during the applicable coverage period due to a manufacturing defect in factory-supplied materials or factory workmanship.

This warranty does not mean that each Ford vehicle is defect free. Defects may be unintentionally introduced into vehicles during the design and manufacturing processes and such defects could result in the need for repairs. Ford provides the New Vehicle Limited Warranty only to remedy manufacturing defects that result in vehicle part malfunction or failure during the warranty period.

The remedy under this written warranty, and any implied warranty, is limited to repair, replacement, or adjustment of defective parts. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Ford, through its authorized dealers, is willing and able to repair, replace, or adjust defective parts in the prescribed manner. Ford's liability, if any, shall in no event exceed the cost of correcting manufacturing defects as herein provided and upon expiration of this warranty, any such liability shall terminate.

Conditions that are not covered by the New Vehicle Limited Warranty are described on pages 15-20. When making warranty repairs on your vehicle, the dealer will use Ford or Motorcraft parts or remanufactured or other parts that are authorized by Ford, at the discretion of Ford or the Ford dealership.

Nothing in this warranty should be construed as requiring defective parts to be replaced with parts of a different type or design than the original part, so long as the vehicle functions properly with the replacement part. Moreover, Ford and its authorized dealers are entitled to a reasonable time and a reasonable number of attempts within which to diagnose and repair any defect covered by this warranty.

In certain instances, Ford may authorize repairs at other than Ford dealer facilities.

One or more separate warranties apply to tires on your new vehicle. The New Vehicle Limited Warranty covers tire defects in factory supplied material or workmanship for 100% of labor costs and on a prorated adjustment basis for parts. (See the reimbursement schedule below).

For vehicles within the New Vehicle Limited Warranty time in service and mileage coverage period, defective tires will be replaced on a prorated adjustment basis according to the following mileage-based Reimbursement Schedule:

MILES DRIVEN	PERCENT OF PARTS COVERED BY FORD
1-12,000	100%
12,001-24,000	60%
24,001-36,000	30%

The tire manufacturer also provides you with a separate tire warranty that may extend beyond the New Vehicle Limited Warranty coverage.

The tire manufacturer's tire warranty information is available through the manufacture's websites .

Tire Manufacturer	Website	Toll-Free Number
BFGoodrich	<a href="http://www.bfgoodrichtires.com">www.bfgoodrichtires.com</a>	1-877-788-8899
Bridgestone /Firestone	<a href="http://www.bridgestonetire.com">www.bridgestonetire.com</a> <a href="http://www.firestonetire.com">www.firestonetire.com</a>	U.S.: 1-800-356-4644 Canada: 1-800-267-1318
Continental/General	<a href="http://www.continentaltire.com">www.continentaltire.com</a> <a href="http://www.generaltire.com">www.generaltire.com</a>	U.S.: 1-800-847-3349 Canada: 1-855-453-1962
Goodyear/Dunlop	<a href="http://www.goodyear.com">www.goodyear.com</a>	U.S.: 1-800-321-2136 Canada: 1-855-453-1962
Hankook	U.S.: <a href="http://www.hankooktire.com/us">www.hankooktire.com/us</a> Canada: <a href="http://www.hankook.com/ca-en">www.hankook.com/ca-en</a>	U.S.: 1-800-426-5665 Canada: 1-800-843-7709
Linglong	<a href="http://www.linglongtire.com">www.linglongtire.com</a>	1-844-692-8527
Maxxis	<a href="http://www.maxxis.com">www.maxxis.com</a>	1-866-509-7067
Michelin	<a href="http://www.michelinman.com">www.michelinman.com</a>	1-866-866-6605
Nitto	<a href="http://www.nittotire.com">www.nittotire.com</a>	1-888-529-8200
Pirelli	U.S.: <a href="http://www.pirelli.com/tires/en-us/car/tire-use-guide-warranty/tirewarranty">www.pirelli.com/tires/en-us/car/tire-use-guide-warranty/tirewarranty</a> Canada: <a href="http://www.pirelli.com/tires/en-ca/car/tire-warranty">www.pirelli.com/tires/en-ca/car/tire-warranty</a>	1-800-747-3554 (English) 1-800-363-0583 (French)
Toyo	<a href="http://www.toyotires.com">www.toyotires.com</a>	1-800-442-8696
Sumitomo/Falken	<a href="http://www.falkentire.com">www.falkentire.com</a>	1-800-723-2553

You have the option of having a tire warranty repair performed by the tire manufacturer's authorized service center. If you go to a tire service center for a repair covered by the New Vehicle Limited Warranty, you may be charged a prorated amount for wear or other charges. If so, you should present your paid invoice detailing the nature of the charges to any Ford Motor Company dealership for refund consideration. When making warranty repairs on your vehicle, the dealer will use Ford or Motorcraft parts or remanufactured or other parts that are authorized by Ford. In

certain instances, Ford may authorize repairs at other than Ford dealer facilities. Tire replacements under warranty will be made with the same brand and model as originally equipped with the vehicle unless the same brand and model is no longer available, in which case a tire of the same brand, size, load, speed and tread type will be used. In some circumstances, Ford may authorize another brand and/or model to substitute for the original brand and model, even if still available.

Normal tire wear or damage is not reimbursable. See page 19 for details of what is not covered.

**Extended warranty coverage periods are available for certain vehicle parts and conditions. Specifically,**

(1) Your vehicle's Powertrain components are covered for five years or 60,000 miles, whichever occurs first. The extended coverage applies to the Engine: all internal lubricated parts, cylinder block, cylinder heads, electrical fuel pump, powertrain control module, engine mounts, flywheel, injection pump, manifold (exhaust and intake), manifold bolts, oil pan, oil pump, seals and gaskets, engine thermostat, engine thermostat housing, timing chain cover, timing chain (gears or belt), turbocharger/supercharger unit, valve covers, water pump; **Transmission:** all internal parts, clutch cover, seals and gaskets, torque converter, transfer case (including all internal parts), transmission case, transmission mounts (front and rear); **Front-Wheel Drive:** axle shafts, support bracket, front bearings, seals and gaskets, universal and constant velocity joints; **Rear-Wheel Drive:** axle shafts, rear bearings, center support bearing, drive axle housing (including all internal parts), drive shaft, retainers, supports, seals and gaskets, universal and constant velocity joints. **Four-Wheel/All-Wheel Drive:** axle shafts, support bracket, bearings (front and rear), center support bearing, drive shafts, final drive housing (including all internal parts), hubs-automatic front locking (four-wheel drive), locking rings (four-wheel drive), seals and gaskets, universal and constant velocity joints.

(2) Your vehicle's safety belts and air bag Supplemental Restraint System (SRS) are covered for an extended Safety Restraint Coverage Period, which lasts for five years or 60,000 miles, whichever occurs first.

(3) Your vehicle's body sheet metal panels are covered for an extended Corrosion Coverage Period, which lasts for five years, regardless of miles driven. The extended warranty coverage only applies if a body sheet metal panel becomes perforated due to corrosion during normal use due to a manufacturing defect in factory-supplied materials or factory workmanship. If aluminum body panels have corrosion or rust damage, and the damage is not the result of abnormal usage, vehicle accident, customer actions and/or extreme environmental conditions, the corrosion or rust damage repairs are covered for 5 years, unlimited miles. Airborne material/environmental fallout damage to exterior finish or trim may be reimbursable if reported to dealership within seven calendar days of the new vehicle delivery date (warranty start date).

(4) Your vehicle's direct injection diesel engine and certain engine components are covered during the Diesel Engine Coverage Period, which lasts for five years or 100,000 miles, whichever occurs first. The following parts are covered during this extended coverage period: the engine, cylinder block, heads and all internal parts, intake and exhaust manifolds, timing gear, harmonic balancer, valve covers, oil pan and pump, water pump, fuel system (excluding fuel lines, fuel tank and frame mounted fuel conditioning module sometimes referred to as the frame mounted pump/filter/water separator or frame mounted fuel filter/water separator), high pressure lines, gaskets and seals, glow plugs, turbocharger, two-stage turbocharger assembly, turbocharger actuator, powertrain control module, high pressure fuel injection pump assembly, injectors, injection pressure sensor, fuel rail pressure sensor, exhaust back pressure regulator and sensor, exhaust pressure sensor, manifold pressure sensor, intake air temperature sensor, crankshaft position sensor, camshaft position sensor, accelerator switch.