

Purchase Order



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

PURCHASE ORDER NO.
SBUS10B

PAGE
1

BLANKET RELEASE
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CORRECT PURCHASE ORDER NUMBER
 MUST APPEAR ON ALL PACKAGES,
 INVOICES, AND SHIPPING PAPERS.
 QUESTIONS CONCERNING THIS PUR-
 CHASE ORDER SHOULD BE DIRECTED
 TO THE BUYER AS NOTED BELOW.

CHANGE ORDER

SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

AGENCY COPY

*425141848 304-204-2601
 BWAB INTERNATIONAL LLC
 344 OLD GOFF MOUNTAIN RD
 CROSS LANES WV 25313

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
10/30/2009		NET 30		261590366			
SHIP VIA		F.O.B		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		MUL - MUL	
LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
0001	11/30/2010	EA	070-30		.00000		
BLANKET OPEN-END STATEWIDE CONTRACT THIS CONTRACT IS ISSUED TO PROVIDE SCHOOL BUSES TO ALL STATE, COUNTY, MUNICIPALITIES, AND SCHOOL BOARDS PER THE REQUEST FOR QUOTATION DATED SEPT. 16, 2009 AND VENDOR'S BID DATED OCTOBER 19, 2009. ATTACHMENT SBUS10A - PRICING SCHEDULE EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON DECEMBER 1, 2009 AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY							

PURCHASING DIVISION
 CERTIFIED ENCUMBERED

NOV 09 2009

Kimberly D. [Signature]

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE *10/30/09*

OPEN END

TOTAL

APPROVED FOR
ONE FISCAL YEAR

[Signature]

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY *[Signature]* JO ANN ADKINS

304-558-8802

PURCHASING DIVISION AUTHORIZED SIGNATURE

GENERAL TERMS & CONDITIONS PURCHASE ORDER/CONTRACT

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
4. **COMPLIANCE:** Seller shall comply with all Federal, State and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will: {a} conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; {b} be merchantable and fit for the purpose intended; and/or {c} be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

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BEST WAY	DESTINATION	PREPAID	MUL-MUL		
LINE	QUANTITY	UOP	VENDOR ITEM NO	UNIT PRICE	AMOUNT
	DELIVERY DATE	CAT NO	ITEM NUMBER		
	REASON UPON WRITTEN NOTICE.	GIVING THE DIRECTOR OF PURCHASING 30 DAYS			
	UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.				
	RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.				
	CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.				
	OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANS-				
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>					TOTAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

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REQUISITION

ALL STATE AGENCIES
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BUYER

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LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT		
	DELIVERY DATE	CAT NO.	ITEM NUMBER					
	PORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.) QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN. ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT. BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER. THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY							
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>							TOTAL	

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
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VENDOR

*425141848 304-204-2601
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BEST WAY		DESTINATION		PREPAID		MUL-MUL	
LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
			ELECTRONIC MEDIUM SUCH AS CD-ROM.				
			REV. 04/11/2001				
						TOTAL	

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SBUS10 Pricing Pages

TRANSIT UNITS

71 Passenger

210HP, FE, Automatic Transmission	\$ <u>No Bid</u>
225HP, FE, Automatic Transmission	\$ <u>No Bid</u>
225HP, RE, Automatic Transmission	\$ <u>90,900.00</u>
Delivery to Charleston, WV	\$ <u>1,100.00</u>

77 Passenger

210HP, FE, Automatic Transmission	\$ <u>No Bid</u>
225HP, FE, Automatic Transmission	\$ <u>No Bid</u>
225HP, RE, Automatic Transmission	\$ <u>95,200.00</u>
Delivery to Charleston, WV	\$ <u>1,100.00</u>

84 Passenger

240HP, FE, Automatic Transmission	\$ <u>No Bid</u>
240HP, RE, Automatic Transmission	\$ <u>95,400.00</u>

89 Passenger

240HP, FE, Automatic Transmission	\$ <u>No Bid</u>
240HP, RE, Automatic Transmission	\$ <u>97,000.00</u>
Delivery to Charleston, WV	\$ <u>1,100.00</u>

Transit Unit Vendor: BWAB International LLC

Charles B. Bennett Jr. Charles B. Bennett Jr.
 Print Name) (Signature)

Date 10-19-2009

Phone 304-204-2601

Toll Free Phone Number 800-350-5448

Fax: 304-204-2606

Email cbennett@bwabintl.com

SBUS10 Pricing Pages

CONVENTIONAL UNITS

24 Passenger

Type A1 – 130HP – Automatic Transmission	\$ <u>No Bid</u>
Type B – 130HP – Automatic Transmission	\$ <u>68,400.00</u>

30 Passenger

Type A1 – 130HP – Automatic Transmission	\$ <u>No Bid</u>
Type B – 130HP – Automatic Transmission	\$ <u>68,900.00</u>

35 Passenger

Regular - 175HP - Automatic Transmission	\$ <u>75,800.00</u>
Sp. Education - 175HP - Automatic Transmission	\$ <u>79,700.00</u>
Delivery To Charleston, WV	\$ <u>1,100.00</u>

47 Passenger

Regular - 190HP - Automatic Transmission	\$ <u>76,700.00</u>
Regular - 210HP - Automatic Transmission	\$ <u>76,700.00</u>
Sp. Education - 190HP - Automatic Transmission	\$ <u>80,000.00</u>
Delivery To Charleston, WV	\$ <u>1,100.00</u>

53 Passenger

Regular - 190HP - Automatic Transmission	\$ <u>76,800.00</u>
Regular - 210HP - Automatic Transmission	\$ <u>76,800.00</u>
Regular - 210HP - Automatic Transmission	\$ <u>76,800.00</u>
Delivery To Charleston, WV	\$ <u>1,100.00</u>

59 Passenger

Regular - 190HP - Automatic Transmission	\$ <u>77,700.00</u>
Regular - 210HP - Automatic Transmission	\$ <u>77,700.00</u>
Delivery To Charleston, WV	\$ <u>1,100.00</u>

65 Passenger

Regular - 210HP - Automatic Transmission	\$ <u>77,800.00</u>
Regular - 225HP Automatic Transmission	\$ <u>77,900.00</u>
Delivery To Charleston, WV	\$ <u>1,100.00</u>

SBUS10 Pricing Pages

CONVENTIONAL UNITS - Continued

71 Passenger

Regular - 210HP - Automatic Transmission	\$ <u>78,600.00</u>
Delivery To Charleston, WV	\$ <u>1,100.00</u>

77 Passenger

Regular - 210HP - Automatic Transmission	\$ <u>82,900.00</u>
Regular - 225HP - Automatic Transmission	\$ <u>82,500.00</u>
Delivery To Charleston, WV	\$ <u>1,100.00</u>

DELIVERY:

Bidders must state number of days after receipt of order (ARO) for bus delivery. Number of days for delivery shall be no greater than 120 days. This does include "letters of intent".

Buses will be delivered within 120 days ARO.

Conventional Unit Vendor: BWAB International LLC

Charles B Bennett	<i>Charles B. Bennett</i>
Print Name)	(Signature)

Date 10-19-2009

Phone 304-204-2601

Toll Free Phone Number 800-350-5448

Fax: 304-204-2606

Email cbennett@bwabintl.com

SBUS10 Pricing Pages

Special Needs – Conventional

	53 Passenger	
210 HP – Automatic Transmission		\$ <u>79,900.00</u>
	59 Passenger	
210 HP – Automatic Transmission		\$ <u>81,100.00</u>
	65 Passenger	
225 HP – Automatic Transmission		\$ <u>82,600.00</u>
	71 Passenger	
225 HP – Automatic Transmission		\$ <u>83,200.00</u>
	77 Passenger	
225 HP – Automatic Transmission		\$ <u>87,900.00</u>



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LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT NO.	ITEM NUMBER				
RECEIPT TICKET FOR PURCHASE ORDER: SBUS10B							
LINE	CATNO	ITEM NUMBER	DESCRIPTION		QTY	DATE	
0001		070-30	SCHOOL BUS CHASSIS		_____	_____	
SIGNATURE _____					DATE _____		
							TOTAL

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE

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 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE