



Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

State of West Virginia  
 Request for Quotation  
 36 - Vehicles

Proc Folder: 510513

Doc Description: ADDENDUM\_1: SWCSBUS19: VARIOUS SCHOOL BUSES FY2019

Proc Type: Statewide MA (Open End)

Date Issued	Solicitation Closes	Solicitation No	Version
2018-11-14	2018-11-27 13:30:00	CRFQ 0402 EDD1900000003	2

**BID RECEIVING LOCATION**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

RECEIVED

2018 NOV 26 AM 9:57

**VENDOR**

Vendor Name, Address and Telephone Number:  
 Blue Bird Bus Sales of Pittsburgh, Inc.  
 dba Blue Bird Bus Sales of West Virginia  
 5374 William Flynn Highway  
 Gibsonia, PA 15044  
 (724) 898-2472

WV PURCHASING  
 DIVISION  
 EDD 19# 2

**FOR INFORMATION CONTACT THE BUYER**

Mark A Atkins  
 (304) 558-2307  
 mark.a.atkins@wv.gov

Jeffrey J. Pschirer  
 Vice President  
 School Bus Sales FEIN # 25-1228073

Signature X

DATE November 27, 2018

All offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION:**

ADDENDUM 1: Is issued for the following:

1. To move the bid opening date from 11/15/2018 to 11/27/2018 at 1:30pm EST.
2. To publish the Agency's response to the questions submitted by Vendors during the Technical Questioning period.
3. To provide revised Exhibit A - Pricing Pages.

**NO OTHER CHANGES**

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Education to establish a Statewide open-end contract for School Buses. The Contract may be utilized by West Virginia State agencies and all political subdivisions of the State in all 55 counties, per attached documents.

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	VARIOUS BUS UNITS - Vendor shall use Exhibit_B Pricing Pages	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
25101500			

Extended Description :  
VARIOUS BUS UNITS

PLEASE SEE EXHIBIT B - PRICING PAGES ATTACHED

Note: Vendor shall use Exhibit\_B Pricing Pages for bid pricing.  
If vendor is submitting a bid online, Vendor should enter \$0.00 in the Oasis commodity line.  
Vendor shall enter pricing into the Exhibit\_B Pricing Pages and must attach with bid.  
See section 18 of Instructions to Bidders.

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Technical Questions due by 10:00am EDT:	2018-11-02

<b>EDD1900000003</b>	<b>Document Phase</b> Final	<b>Document Description</b> ADDENDUM_1: SWCSBUS19: VARIOUS SCHOOL BUSES FY2019	<b>Page 3</b> <b>of 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

**SOLICITATION NUMBER: CRFQ\_EDD1900000003**

**Addendum Number: 1**

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The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

**Description of Modification to Solicitation:**

1. To move the bid opening date from 11/15/2018 to 11/27/2018 at 1:30pm EST.
2. To publish the Agency's response to the questions submitted by Vendors during the Technical Questioning period.
3. To provide revised Exhibit A - Pricing Pages.

NO OTHER CHANGES

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

# ATTACHMENT A

**SBUS19 – Q&A**  
**ADDENDUM NO. 1**

**Q.1.** Included in the pricing pages are requests for Type C-Conventional Buses with gasoline engines. These were in last year's bid request only for the pilot program. Since gasoline is not allowed in policy 4334, and the allotted number of buses has been reached in the pilot program, I am asking that it be removed so as not to confuse counties as they make their purchase decisions. Counties will assume it is permitted to order gasoline buses if it appears on the contract.

**A.1.** Type C-Conventional Buses with gasoline engines have been removed from the pricing page.

**Q.2.** General Terms and Conditions, #15 Payment Methods: We request that vendor is "not" required to accept payment by State of West Virginia P-card. We have made this request every year that this condition is included in the body of the bid and every year this request is granted. The use of this method of payment will significantly increase the price of school buses due to the heavy fees assessed to the Vendor.

**A.2.** Vendor is not required to accept the State of West Virginia's Purchasing Card as payment in the resulting contract.

**Q.3.** Specifications 3.1.4.2.2 Storage Compartment.

a.) Question #1, we request that the two (2) required storage compartments can be located on the same side of the bus in addition to one on each side.

**A.3.a.** The two (2) required storage compartments can be located on the same side or either side of the bus, as long as the number of compartments and minimum requirements are met.

b.) Question #2, It was discussed at the meeting in Charleston on 10/17/18 that type A buses can have an interior storage compartment in lieu of exterior. Please advise.

**A.3.b.** Yes, interior storage can be provided in lieu of an exterior storage as long as the storage's minimum requirement is met.

**EXHIBIT B - Revised**  
**ADDENDUM NO. 1 - SWCSBUS19 – Pricing Pages**

**1. TRANSIT UNITS**

**71 Passenger:**

230HP, FE	\$ 91,165.00
230HP, RE	<u>\$100,346.00</u>
Delivery to Charleston, WV	<u>\$ 1,200.00</u>

**77 Passenger:**

230HP, FE	\$ 95,282.00
230HP, RE	<u>\$106,823.00</u>
Delivery to Charleston, WV	<u>\$ 1,200.00</u>

**84 Passenger:**

245HP, FE	\$ 96,635.00
245HP, RE	<u>\$106,904.00</u>
Delivery to Charleston	<u>\$ 1,200.00</u>

**89 Passenger:**

245HP, FE	\$ 96,635.00
245HP, RE	<u>\$ No Bid</u>
Delivery to Charleston, WV	<u>\$ 1,200.00</u>

## EXHIBIT B - Revised

### ADDENDUM NO. 1 - SWCSBUS19 – Pricing Pages

#### 2. CONVENTIONAL UNITS

##### 24 Passenger:

Type A – 130HP	\$ <u>64,597.00</u>
Type A – LPG fueled	\$ <u>No Bid</u>
Type A – Gasoline	\$ <u>55,342.00</u>
Type B – 130HP	\$ <u>No Bid</u>
Delivery to Charleston, WV	\$ <u>1,200.00</u>

##### 30 Passenger:

Type A – 130HP	\$ <u>No Bid</u>
Type A – LPG fueled	\$ <u>74,881.00</u>
Type A – Gasoline	\$ <u>58,120.00</u>
Type B – 130HP	\$ <u>No Bid</u>
Delivery to Charleston, WV	\$ <u>1200.00/1,550.00</u>

##### 35 Passenger:

Regular - 200HP	\$ <u>78,147.00</u>
Regular – LPG fueled	\$ <u>86,998.00</u>
Delivery to Charleston, WV	\$ <u>1,200.00/1,550.00</u>

##### 47 Passenger:

Regular - 200HP	\$ <u>78,833.00</u>
Regular – LPG fueled	\$ <u>87,808.00</u>
Regular - 210HP	\$ <u>78,833.00</u>
Delivery to Charleston, WV – F/47 Passenger, Conv. Unit Diesel	\$ <u>1,200.00</u>
Delivery to Charleston, WV – F/47 Passenger, Conv. Unit Propane	\$ <u>1,550.00</u>

##### 53 Passenger:

Regular - 200HP	\$ <u>79,508.00</u>
Regular – LPG fueled	\$ <u>88,196.00</u>
Regular - 210HP	\$ <u>79,508.00</u>
Delivery to Charleston, WV – F/53 Passenger, Conv. Unit Diesel	\$ <u>1,200.00</u>
Delivery to Charleston, WV – F/53 Passenger, Conv. Unit Propane	\$ <u>1,550.00</u>



**EXHIBIT B - Revised**  
**ADDENDUM NO. 1 - SWCSBUS19 – Pricing Pages**

**59 Passenger:**

Regular - 220HP	\$ 80,585.00
Regular – LPG fueled	\$ 89,714.00
Delivery to Charleston, WV – F/59 Passenger, Conv. Unit Diesel	\$ 1,200.00
Delivery to Charleston, WV – F/59 Passenger, Conv. Unit Propane	\$ 1,550.00

**65 Passenger:**

Regular - 230HP	\$ 81,012.00
Regular – LPG fueled	\$ 89,953.00
Delivery to Charleston, WV – F/65 Passenger, Conv. Unit Diesel	\$ 1,200.00
Delivery to Charleston, WV – F/65 Passenger, Conv. Unit Propane	\$ 1,550.00

**71 Passenger:**

Regular - 230HP	\$ 81,899.00
Regular – LPG fueled	\$ 90,635.00
Delivery to Charleston, WV – F/71 Passenger, Conv. Unit Diesel	\$ 1,200.00
Delivery to Charleston, WV – F/71 Passenger, Conv. Unit Propane	\$ 1,550.00

**77 Passenger:**

Regular - 230HP	\$ 85,740.00
Regular – LPG fueled	\$ 92,916.00
Delivery to Charleston, WV – F/77 Passenger, Conv. Unit Diesel	\$ 1,200.00
Delivery to Charleston, WV – F/77 Passenger, Conv. Unit Propane	\$ 1,550.00

**EXHIBIT B - Revised**  
**ADDENDUM NO. 1 - SWCSBUS19 – Pricing Pages**

**3. SPECIAL NEEDS - CONVENTIONAL**

<b><u>35 Passenger:</u></b>	
200HP	\$ 83,240.00
LPG fueled	\$ 91,136.00
Delivery to Charleston, WV – F/35 Passenger, Conv. Unit	\$ 1,200.00/1,550.00
<b><u>47 Passenger:</u></b>	
220HP	\$ 84,007.00
LPG fueled	\$ 91,814.00
Delivery to Charleston, WV – F/47 Passenger, Conv. Unit	\$ 1,200.00/1,550.00
<b><u>53 Passenger:</u></b>	
220 HP	\$ 84,802.00
LPG fueled	\$ 92,629.00
Delivery to Charleston, WV – F/53 Passenger, Conv. Unit	\$ 1,200.00/1,550.00
<b><u>59 Passenger:</u></b>	
220 HP	\$ 85,836.00
LPG fueled	\$ 94,486.00
Delivery to Charleston, WV – F/59 Passenger, Conv. Unit	\$ 1,200.00/1,550.00
<b><u>65 Passenger:</u></b>	
230 HP	\$ 86,379.00
LPG fueled	\$ 94,642.00
Delivery to Charleston, WV – F/65 Passenger, Conv. Unit	\$ 1,200.00/1,550.00
<b><u>71 Passenger:</u></b>	
230 HP	\$ 87,356.00
LPG fueled	\$ 95,769.00
Delivery to Charleston, WV – F/71 Passenger, Conv. Unit	\$ 1,200.00/1,550.00
<b><u>77 Passenger:</u></b>	
230 HP	\$ 92,203.00
LPG fueled	\$ 99,497.00
Delivery to Charleston, WV – F/77 Passenger, Conv. Unit	\$ 1,200.00/1,550.00

**EXHIBIT B - Revised**  
**ADDENDUM NO. 1 - SWCSBUS19 – Pricing Pages**

**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.**

**Vendor Name:** Blue Bird Bus Sales of Pittsburgh, Inc. dba Blue Bird Bus Sales of West Virginia

**Address:** 5374 William Flynn Highway  
Gibsonia, PA 15044

**Phone:** (724) 898-2472

**Toll Free Phone Number:** (866) 521-2472

**Fax:** (724) 898-2660

**Email:** ipschirer@bluebirdpgh.com

**Vendor's Representative:**

Jeffrey J. Pschirer, Vice President School Bus Sales

**(Print Name)**

  
\_\_\_\_\_

**(Signature)**

November 27, 2018

**(Date)**

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ\_EDD19\*03**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

(Check the box next to each addendum received)

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input type="checkbox"/> Addendum No. 2            | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3            | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4            | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5            | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Blue Bird Bus Sales of Pittsburgh, Inc.

dba Blue Bird Bus Sales of West Virginia

**Company**

Jeffrey J. Pschirer

Vice President School Bus Sales

**Authorized Signature**

November 27, 2018

**Date**

**NOTE:** This addendum acknowledgement should be submitted with the bid to expedite document processing.  
Revised 6/8/2012



REQUEST FOR QUOTATION  
CRFQ EDD1900000003  
SWCSBUS19 FOR SCHOOL BUSES

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SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Education to establish a Statewide open-end contract for School Buses. The Contract may be utilized by West Virginia State agencies and all political subdivisions of the State in all 55 counties.
  
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - 2.1 **“Desired Item” or “Desired Items”** means the list of buses identified on the pricing pages.
  
  - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals attached hereto as **Exhibit\_B** and used to evaluate the RFQ.
  
  - 2.3 **“RFQ”** means the official request for quotation published by the Purchasing Division and identified as SBUS19.
  
3. **GENERAL REQUIREMENTS:**
  - 3.1 **Desired Items and Mandatory Requirements:** Vendor shall provide the Agency with the Desired Items listed on the pricing pages on an open-end and continuing basis. Desired Items must meet or exceed the mandatory requirements as shown below.
    - 3.1.1 **Site Visits**
      - 3.1.1.1 The State of West Virginia and/or County Boards of Education reserve the right for representatives to visit production facilities of successful bidders prior to and/or during construction of the units for the purpose of observing production and quality control.
  
      - 3.1.1.2 School bus manufacturers will construct a pilot unit for each bus type (conventional, transit and special needs) and provide expenses for approval by the Executive Director or WVDE representative, Office of School Transportation and the WVDE designated inspector to visit the factory or dealership location prior to assembly line production of West Virginia school buses 2019. (This location is subject to change in the year 2020). When such dealership location is visited by WVDE Executive Director, or its representative and the designated inspector, a factory representative must be

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present during the rest of the pilot inspection to offer answers and clarification to questions and any concerns that may be brought up during the inspection.

**3.1.2 Line Setting Tickets**

**3.1.2.1** Line setting tickets shall be furnished by the manufacturer for all vehicles.

**3.1.3 Application for Title**

**3.1.3.1** Successful bidder will issue application for title at least 20 working days prior to the anticipated delivery date of completed units. A five (5) day advance notification to the ordering agency must be given prior to the actual delivery date.

**3.1.4 School Bus Requirements - Commodity Line Items 1 through 100**

**3.1.4.1** School buses must conform to WEST VIRGINIA MINIMUM REQUIREMENTS FOR DESIGN AND EQUIPMENT OF SCHOOL BUSES (Title 126 Legislative Rule), 2014 REVISION attached hereto as Exhibit\_A and the specifications contained herein.

**3.1.4.2 ADDITIONAL REQUIREMENTS FOR SCHOOL YEAR 2019-2020:**

**3.1.4.2.1 BRAKES:** Electronic Stability Control will be required on all school buses. **Exceptions:** Type A and D Buses

**3.1.4.2.2 STORAGE COMPARTMENT:** Two metal compartments, one on each side of the bus, of adequate strength and capacity for storage of tire chains, tow chains, and such tools as may be necessary for minor repairs shall be provided. Such storage compartment shall be located outside passenger compartment. The dimensions of this compartment shall be a minimum of 25" long, 16" wide and 12" high. **EXCEPTION:** Only one storage compartment is required for Type A buses and smaller lift equipped buses which the design may not allow for the installation of two compartments. A single compartment may be installed on the left or right side and may be

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SWCSBUS19 FOR SCHOOL BUSES**

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manufactures standard size. School buses with larger luggage compartments are exempt from this standard.

A door with locks keyed alike, as well as a proper latch, shall be provided. Such compartment shall be constructed of highly non-corrosive material, and provision for drainage of water resulting from snow and ice on tire chains shall be provided.

**3.1.4.2.3 ROOF MOUNTED STROBE LAMP:** A strobe lamp, white in color, shall be mounted on the roof of the school bus. The lamp shall be a maximum of 5" in height, located on the center line of the roof four to six feet from the rear of the bus, and rear of the roof hatch. The strobe lamp shall be a double flashing Class 2, with a minimum of 10 joules when using an incandescent lamp. An LED strobe light is permissible as a class 1 double flashing light.

**NOTE:** Any component supplied by a bidder as an equivalent (where equivalent is permitted in the Minimum Requirements) must have prior approval, in writing, from the Executive Director or WVDE representative, Office of School Transportation. All requests must be presented to the Purchasing Division directly via email to [mark.a.atkins@wv.gov](mailto:mark.a.atkins@wv.gov) prior to the Question and Answer deadline. Responses shall be issued by formal addenda.

#### **4. CONTRACT AWARD:**

**4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Desired Items. This is a multi-award, the Contract shall be awarded to the Vendor(s) that provides the Desired Item(s) meeting the required specifications.

Bids shall be accepted from all bidders who shall then be awarded contracts if they meet the state board's "Minimum Standards for Design and Equipment of School Buses." County Boards of Education may select from those bidders who have been awarded contracts and shall pay the difference between the state aid formula amount and the actual cost of bus replacement. Any or all bids may be rejected.



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SWCSBUS19 FOR SCHOOL BUSES

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- 4.2 Pricing Section:** Vendor should complete the **Exhibit\_B Pricing Pages** by completing the Unit Price of each of the commodity line items listed. Vendor should complete the Pricing Section in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of Desired Items. The Estimated quantity is **250 – 300 units**. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

- 4.3** Vendors who wish to respond to the Request of Quotation (CRFQ) online may submit information through the State's WVOASIS Vendor Self Service (VSS). Vendors should download the **EXHIBIT\_B - SBUS19 Pricing Pages** that is attached separately to the CRFQ and published in VSS. Vendors should complete this form with their prices information and must include it as an attachment to their online responses.

If responding on paper, Vendors must submit the **EXHIBIT B - SBUS19 Pricing Pages** with your bid prior to the scheduled bid opening and time.

Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion. Vendor should type or electronically enter the information into the Pricing Pages to prevent errors in the evaluation. The Pricing Pages were created as a word document and Vendor can request an electronic copy for bid purposes by sending an email request to the following address: [mark.a.atkins@wv.gov](mailto:mark.a.atkins@wv.gov)

- 4.4 Convenience Copies:** Bidders should send one convenience copy of their bid to the Purchasing Division.

**5. ORDERING AND PAYMENT:**

- 5.1 Ordering:** Vendor shall accept orders by regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Any on-line ordering system must have the capability to restrict prices and available items to conform to the Catalog originally submitted with this RFQ. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

- 5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Payment in advance is not permitted under this Contract.

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SWCSBUS19 FOR SCHOOL BUSES

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Payment by counties to the successful bidders will be made upon acceptance of completed units by county boards of education. (Acceptance means when a county has determined that ALL manufacturer responsibilities have been met.)

West Virginia Minimum Requirements for Design and Equipment of School Buses, 2014 revision may be obtained from:

WVDE, Executive Director and/or Representative  
Office of School Transportation  
WV Department of Education  
1900 Kanawha Blvd., Bldg. 6, Room 215  
Charleston, WV 25305  
Phone - (304) 558-2711  
FAX - (304) 558-8867

**6. DELIVERY AND RETURN:**

- 6.1 Delivery Time:** Vendor shall deliver standard orders within 120 working days after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.
- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

- 6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 6.4 Return of Unacceptable Items:** If the Agency deems the Desired Items to be unacceptable, the Desired Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

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- 6.5 **Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.
7. MISCELLANEOUS:
- 7.1 **No Substitutions:** Vendor shall supply only Desired Items submitted in response to the RFQ. Vendor shall not supply substitute items without Purchasing Division approval.
- 7.2 **Vendor Supply:** Vendor must carry sufficient inventory of the Desired Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Desired Items contained in its bid response.
- 7.3 **Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 7.4 **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract.

Contract Manager: Jeffrey J. Pschirer  
Vendor's Name: Blue Bird Bus Sales of Pittsburgh, Inc.  
Vendor's FEIN: dba Blue Bird Bus Sales of West Virginia  
25-1228073  
Vendor's Address: 5374 William Flynn Highway  
Gibsonia, PA 15044  
Telephone Number: 724-898-2472  
Fax Number: 724-898-2660  
Email Address: jpschirer@bluebirdpgh.com

STATE OF WEST VIRGINIA

Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Blue Bird Bus Sales of Pittsburgh, Inc. dba Blue Bird Bus Sales of West Virginia

Authorized Signature: [Signature] Jeffrey J. Pichner Date: 11/20/18

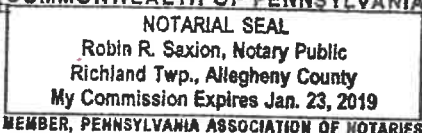
State of Pennsylvania

County of Allegheny, to-wit:

Taken, subscribed, and sworn to before me this November 20, 2018.

My Commission expires January 23, 2019.

AFFIX SEAL HERE COMMONWEALTH OF PENNSYLVANIA NOTARY PUBLIC



[Signature] Robin R. Saxion

## West Virginia Ethics Commission



### Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

*"Business entity"* means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

*"Interested party"* or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

*"State agency"* means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

*This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: [ethics@wv.gov](mailto:ethics@wv.gov); website: [www.ethics.wv.gov](http://www.ethics.wv.gov).*

West Virginia Ethics Commission  
**Disclosure of Interested Parties to Contracts**

(Required by W. Va. Code § 6D-1-2)

Blue Bird Bus Sales of Pittsburgh, Inc. dba  
Blue Bird Bus Sales of West Virginia

Name of Contracting Business Entity: \_\_\_\_\_ Address: 5374 William Flynn Highway

Gibsonia, PA 15044

Name of Authorized Agent: Jeffrey J. Pschirer Address: 5374 William Flynn Highway  
Gibsonia, PA 15044

Contract Number: CRFQ-0402-EDD1900000003 Contract Description: School Buses

Governmental agency awarding contract: Purchasing Division

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

1. Subcontractors or other entities performing work or service under the Contract

Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

Check here if none, otherwise list entity/individual names below.

Mark D. Schmitt, President Blue Bird Bus Sales of Pittsburgh, Inc. dba Blue Bird Bus Sales of West Virginia

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

Check here if none, otherwise list entity/individual names below.

Signature: [Signature] Jeffrey J. Pschirer  
Vice President School Bus Sales

Date Signed: 11/20/18

**Notary Verification**

State of Pennsylvania, County of Allegheny

I, Robin R. Saxion, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 20<sup>th</sup> day of November, 2018.

[Signature]  
Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: \_\_\_\_\_

Date submitted to Ethics Commission: \_\_\_\_\_

Governmental agency submitting Disclosure: \_\_\_\_\_

