



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

State of West Virginia
 Centralized Request for Quote
 Vehicles

Proc Folder: 793900			Reason for Modification: Addendum_2: Published to clarify the agency response to Question #13 provided in Addendum_1.
Doc Description: VARIOUS SCHOOL BUSES FY2021			
Proc Type: Statewide MA (Open End)			
Date Issued	Solicitation Closes	Solicitation No	Version
2020-11-02	2020-11-12 13:30	CRFQ 0212 SWC2100000006	3

RECEIVED
 2020 NOV 10 AM 11:22
 WV PURCHASING
 DIVISION

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: 000000160330
 Vendor Name : Blue Bird Bus Sales of Pittsburgh, Inc. dba Blue Bird Bus Sales of West Virginia
 Address : 5374
 Street : William Flynn Highway
 City : Gibsonia
 State : PA Country : USA Zip : 15044
 Principal Contact : Jeffrey J. Pschirer, Vice President School Bus Sales
 Vendor Contact Phone: 724-898-2472 Extension:

FOR INFORMATION CONTACT THE BUYER

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

Vendor
 Signature X

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

DATE 11/12/2020

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

ADDITIONAL INFORMATION

ADDENDUM_2: Is published for the following:

1. To publish the Agency's clarification response to question #13 submitted during the Technical Questioning period and provided in Addendum_1.

NO OTHER CHANGES.

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Education to establish an 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 in accordance with West Virginia Code 5 A-3-11e per the 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 WV 99999 US	No City WV 99999 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	VARIOUS BUS UNITS	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
25101500			

Extended Description:
VARIOUS BUS UNITS

PLEASE SEE EXHIBIT_B and EXHIBIT_C - PRICING PAGES ATTACHED

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 US	WV 99999	No City US	WV 99999

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	DELIVERY TO CHARLESTON, WV	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
78121603			

Extended Description:

DELIVERY TO CHARLESTON, WV

PLEASE SEE EXHIBIT_B PRICING PAGES ATTACHED

SCHEDULE OF EVENTS		
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<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Technical Questions due by 2:00pm EDT	2020-10-22

SOLICITATION NUMBER: CRFQ 0212 SWC2100000006
Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ 0212 SWC2100000006 ("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 10/29/2020 to 11/12/2020 at 1:30pm EST.
2. To publish the Agency's response to the questions submitted by Vendors during the Technical Questioning period.
3. To publish the revised specifications (Rev. 10-28-2020).
4. To publish the revised Exhibit_B Pricing Pages (Rev. 10-28-2020).
5. To publish the revised Exhibit_C Pricing Page (Rev. 10-28-2020).

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.

Questions and Responses

1Q.	Respectfully request that the bid due date be extended at least two (2) weeks.
1R.	Acceptable, the bid due date has been extended to 1:30 PM EST. November 12, 2020.
2Q.	3. General Requirements/ Specification 3.1.1.2. Site Visits, we request exception to this requirement until such time as the Covid-19 pandemic and the State of West Virginia's as well as all Manufacturer/Supplier's rules that accompany are lifted.
2R.	Exception is granted.
3Q.	3.1.4. School Bus Requirements/Specification 3.1.4.1.2. Brakes, we request an exception for Type "A" chassis manufacturers if this is not an available option.
3R.	Exception for Type A is granted.
4Q.	Specification 3.1.4.2.2. Storage compartment, 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. We have consistently requested this every year and it has been accepted.
4R.	Exception is granted.
5Q.	Specification 3.1.4.2.5. Type A – Chain box. Would it be correct to assume that "storage compartment" described in 3.1.4.2.2. and "chain box" are one in the same?
5R.	Correct, except an exception was given for Type A to be located inside if space is not available within the outside skirting.
6Q.	Specification 3.1.4.2.10. Service door. The service door emergency release on our Type "A" buses is located above the entrance door and can't be relocated. We are asking for an exception to this new requirement for Type "A".
6R.	Exception is granted for Type A.
7Q.	3.1.5. Optional Items/ 3.1.5.1. Video Equipment, we are asking that this pricing be directed to Vide Equipment suppliers and not be part of the SBUS21 bid. There are a dozen or more different Video Equipment manufacture/suppliers. If I choose one manufacture/supplier to list a price on the SBUS21 bid (Exhibit C, optional pricing page) there may be only a handful of County's that might use that brand. This should NOT be the responsibility of school bus manufacturer/suppliers to list price unless the State chooses one brand.
7R.	Optional pricing is not included in the base cost of the bus.
8Q.	Attachment A – West Virginia Minimum Requirements for design and equipment of school buses. Page 52, 1.23.e, We request that Type "C" and "D" vehicles with

ADDENDUM_1

	gasoline, propane or CNG engines are exempt from being required to have a "fast idle control device" as one is not available.
8R.	Gasoline, propane or CNG engines are exempt if a fast-idle control device is not available.
9Q.	Page 58, 2.12.a, We request that galvanized screw fasteners for the marine grade plywood floor be acceptable in lieu of stainless steel. Stainless steel fasteners are not available.
9R.	Exception is granted.
10Q.	Page 59, 2.13.c, We request that galvanized screw fasteners for the aisle strips be acceptable in lieu of stainless steel. Stainless steel fasteners are not available.
10R.	Exception is granted.
11Q.	Page 80. 4.5.a /4.5.b, fire blanket and evacuation aide. Please clarify what it is that you are definitely asking for as our interpretation is that these are one in the same. In other words, a fire blanket can be an evacuation aid and vise-versa.
11R.	Two different devices. An evacuation aid (sometimes known as a drag blanket) is constructed of heavier material.
12Q.	Pricing Pages: On page2, starting with the 35 passenger regular bids, can I suggest that we add Type C and request pricing by fuel type. If we eliminate the word regular and add the Type C in the column to the left as the Type As' are we can just add each fuel type to be bid, for example, Diesel, LPG, and gasoline. No horsepower requirement is necessary since policy dictates that requirement.
12R.	Granted, "Regular" is replaced with "Type C".
13Q.	On page 78, Section 4.2.e requires all buses equipped with lifts to have a minimum of three (3) wheel chair locations and proper restraining devices. I would suggest adding the words flat floor to it to clearly define it, and adding an exception for non-flat floor buses to have a minimum of one (1) wheel chair location and restraining devices.
13R.	Granted. A vehicle equipped with a power lift and flat floor must contain adequate space and proper restraining devices for a minimum of one wheelchair space and adequate restraints.
14Q.	The current bid opening date is 10/29/2020, can we add an additional two (2) weeks to give adequate time to complete.
14R.	See response to 1Q.
15Q.	Page 55, Section 2.5.b.3. requires lettering that is to say, STOP WHEN RED LIGHTS FLASH. We have several options to address that specification, three options are attached. The specifications would allow either of the two (2) decal options. It may

10.28.2020

ADDENDUM_1

	be a good idea to select one or the other to be consistent on all manufacturers' buses. I would ask that the electronic sign be allowed as an option.
15R.	Granted in part. Lettering can be manufacturer's standard. Electronic sign has been added as an option on Exhibit C – Optional Pricing Page.
16Q.	Section 1.16 – Governor, does this need to be OEM or will the State accept an aftermarket governor be installed?
16R.	Aftermark is acceptable.
17Q.	Specifications do not state no black flooring, is gray flooring acceptable?
17R.	Yes.
18Q.	Specifications do not state color of seats, gray is standard is this acceptable?
18R.	Yes.
19Q.	Section 4.2 General Requirement, can you specify how many tie downs are required for the wheel chair lift equipped bus?
19R.	Enough to properly secure for each wheelchair space.
20Q.	Section 4.9.c.2. Does not specify lift brand, we offer a Braun lift 1000# rated – NCL1000I3351-2 with hand belt. Will this be acceptable?
20R.	Manufacturer's standard.
21Q.	Section 4.2.f. Track for Wheel Chair, does the State require full track left and right or just left side only?
21R.	Determined by the user.
22Q.	Section 5, MFSAB, Is the capacity to be the same as the yellow school bus?
22R.	Designed capacity can be the same.

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CRFQ 0212 SWC210000006
SWCSBUS21 FOR SCHOOL BUSES

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Education to establish an 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 in accordance with West Virginia Code 5 A-3-11e.
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 **Exhibit C** used to evaluate the RFQ.
 - 2.3 **“RFQ”** means the official request for quotation published by the Purchasing Division and identified as **SBUS21**.
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 2021. (This location is subject to change in the year 2022). When such dealership location is visited by WVDE Executive Director, or its representative and the designated inspector, a factory representative must be present

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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 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 SCHOOL BUS TRANSPORTATION REGULATIONS, PROCEDURES, AND SPECIFICATIONS FOR THE DESIGN AND EQUIPMENT OF SCHOOL BUSES (POLICY 4336), 2020 REVISION and the Title 126 Legislative Rule. attached hereto as Exhibit A and the specifications contained herein.

3.1.4.2 **ADDITIONAL REQUIREMENTS FOR SCHOOL YEAR 2020-2021:** (all items included in policy 2020 revision)

3.1.4.2.1 **BRAKES:** Electronic Stability Control will be required on all school buses.
EXCEPTION: Type A Bus.

3.1.4.2.2 **STORAGE COMPARTMENT:** Two metal compartments, preferably one on each side of the bus (but can also be on same side of bus if only available as such), 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

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for the installation of two compartments. A single compartment may be installed on the left or right side and may be 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.
- 3.1.4.2.4 BATTERY:** Diesel Power: Three Group 31 batteries with a minimum of 1950 cold cranking amps (CCA) total are required.
EXCEPTION: Type A gasoline-powered buses shall have two (2) batteries.
- 3.1.4.2.5 TYPE A CHAIN BOX (Storage compartment):** may be located inside bus if space is not available in side skirting. And may be manufacturer's standard size.
EXCEPTION: Type A to be located inside if space isn't available within the outside skirt.
- 3.1.4.2.6 STABILITY CONTROL:** The electronic stability control shall be provided
- 3.1.4.2.7 FUEL PORT DOOR:** The body manufacturer shall furnish a fuel port door on all vehicles.
EXCEPTION: Type A
- 3.1.4.2.8 FENDER FLARES:** Type A (only) fender flares maybe molded from thermoplastic material.

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3.1.4.2.9 WHEELCHAIR LIFT: The design load of the lift shall be at least 1000 pounds.

3.1.4.2.10 SERVICE DOOR: The service door emergency release shall be located below the windshield, accessible and identified to all passengers.
EXCEPTION: Type A Service door emergency release may be located above the entrance door.

3.1.4.2.11 AUXILLARY FAN: A minimum of two auxiliary fans six inches in diameter shall be installed, suspended from above both sides of the windshield.

3.1.4.2.11.1. The fans must be adjustable, and the fan blades must be covered with a protective cage.

3.1.4.2.11.2. Each fan shall be controlled by a separate switch.

3.1.4.2.11.3. Auxiliary fans are not be considered as part of the primary defrosting and defogging system.

EXCEPTION: Type A

3.1.4.2.12 External Rear View Mirrors: Shall be remote controlled.

3.1.4.2.13 Rear Bus Lettering: Rear of bus shall have the lettering **STOP WHEN RED LIGHTS FLASH**. This decal shall be affixed to the rear emergency door below the upper window.

3.1.4.2.13.1 Lettering shall be black and a minimum of 3 inches high.

3.1.5 OPTIONAL ITEMS

3.1.5.1. VIDEO EQUIPMENT shall be in compliance with Title 126 Legislative Rule 2.36 Video Equipment and installation and found on **Exhibit C – Optional Pricing Page**:

3.1.5.2 The video equipment shall include at a minimum:

3.1.5.2.1. 256 GB Hard Drive

3.1.5.2.2. Must be able to record date, time and vehicle location.

3.1.5.2.3. Lockable cage for DVR

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3.1.5.2.4. Panic Button/ Event Record

3.1.5.2.5. 720P Camera resolution

3.1.5.2.6 External stop arm camera-forward and rear facing.

NOTE: Forward facing camera can be mounted internally in windshield.

3.1.5.2.7. Waterproof external camera-adjustable

3.1.5.2.8 Infrared Day / Night vision cameras

3.1.5.2.9. Anti-glare polarized lens

3.1.5.2.10. Vandal resistant

3.1.5.2.11. Wi-Fi capability

3.1.5.2.12. GPS capability

3.1.5.2.13. Audio capability

3.1.5.2.14. All cables, hardware, and brackets necessary for installation on school bus.

3.1.5.2.15. 12-month minimum warranty

3.1.5.3 Electronic Flashing Sign: Shall be in compliance with Title 126 Equipment and installation and found on **Exhibit_C Optional Pricing Page** to include but not limited to:

3.1.5.3.1 The electronic flashing sign may be mounted to the rear emergency door below the upper window in lieu of a decal and display the words: "**Caution Stopping**" when the amber flashing warning lights are activated and "**Stop Do Not Pass**" when the red flashing warning lights are activated.

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 prior to the Question and Answer deadline. Responses shall be issued by formal addenda.

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SWCSBUS21 FOR SCHOOL BUSES

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.

- 4.2 Pricing Section:** Vendor should complete the **Exhibit B** and the **Exhibit C Pricing Page** 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 Section 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 and EXHIBIT C PRICING PAGES** that are attached separately to the CRFQ and published in VSS. Vendors should complete the form with their pricing information and include it as an attachment to their online responses.

If unable to respond online, Vendors must submit the **EXHIBIT B & EXHIBIT C – SBUS21 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 may be requested as an electronic copy for bid purposes by sending an email request to the following address: mark.a.atkins@wv.gov

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SWCSBUS21 FOR SCHOOL BUSES

- 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.

Vendor is not required to accept the State of West Virginia Purchasing Card as payment in the resulting contract.

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.

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- 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.

- 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.

Revised 10/28/2020

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SWCSBUS21 FOR SCHOOL BUSES

- 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. dba Blue Bird Bus Sales of
West Virginia

Vendor's FEIN: 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

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFO 0212 SWC210000006

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 checked="" 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 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 12, 2020

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

SOLICITATION NUMBER: CRFQ 0212 SWC2100000006
Addendum Number: 2

The purpose of this addendum is to modify the solicitation identified as CRFQ 0212 SWC2100000006 ("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
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- Attachment of pre-bid sign-in sheet
- Correction of error
- Other: Clarification of agency response to Technical Question #13.

Description of Modification to Solicitation:

1. To publish the Agency's clarification response to question #13 submitted during the Technical Questioning period and provided in Addendum_1.

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.

Clarification Response

13Q.	On page 78, Section 4.2.e requires all buses equipped with lifts to have a minimum of three (3) wheel chair locations and proper restraining devices. I would suggest adding the words flat floor to it to clearly define it, and adding an exception for non-flat floor buses to have a minimum of one (1) wheel chair location and restraining devices.
13R.	Granted. A vehicle equipped with a power lift and flat floor must contain adequate space and proper restraining devices for a minimum of one wheelchair space and adequate restraints.
13R.Clarification	Response is now updated to read "a vehicle equipped with a power lift and non-flat floor, must contain adequate space and adequate restraints for a minimum of one wheelchair space."

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFO 0212 SWC210000006

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 checked="" 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 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 12, 2020

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

1. TRANSIT UNITS: (Diesel Engines)				
71 PASSENGER				
	230HP, FE	\$ 93,641.00	-	
	230HP, RE	\$ 102,537.00	-	
DELIVERY TO CHARLESTON, WV		\$ 1,200.00	-	
77 PASSENGER				
	230HP, FE	\$ 97,818.00	-	
	230HP, RE	\$ 108,300.00	-	
DELIVERY TO CHARLESTON, WV		\$ 1,200.00	-	
84 PASSENGER				
	245HP, FE	\$ 99,244.00	-	
	245HP, RE	\$ 108,858.00	-	
DELIVERY TO CHARLESTON, WV		\$ 1,200.00	-	
89 PASSENGER				
	245HP, FE	\$ 100,773.00	-	
	245HP, RE	\$	-	
DELIVERY TO CHARLESTON, WV		\$ 1,200.00	-	

2. CONVENTIONAL UNITS:				
24 PASSENGER				
TYPE A	130HP/Diesel	\$	-	
TYPE A	LPG Fueled	\$	-	
TYPE A	Gasoline	\$	60,776.00	
DELIVERY TO CHARLESTON, WV		\$	1,400.00	
30 PASSENGER				
TYPE A	130HP/Diesel	\$	-	
TYPE A	LPG Fueled	\$	-	
TYPE A	Gasoline	\$	62,379.00	
DELIVERY TO CHARLESTON, WV		\$	1,400.00	
35 PASSENGER				
	Type C - 200HP/Diesel	\$	81,413.00	-
	Type C - LPG Fueled	\$	89,414.00	-
	Type C - Gasoline	\$	-	-
DELIVERY TO CHARLESTON, WV		\$	1,200.00 Diesel	\$1,550.00 Propane
47 PASSENGER				
	Type C - 220HP/Diesel	\$	82,714.00	-
	Type C - LPG Fueled	\$	88,601.00	-
	Type C - Gasoline	\$	77,863.00	-
DELIVERY TO CHARLESTON, WV - F/47 Diesel		\$	1,200.00	-
DELIVERY TO CHARLESTON, WV - F/47 Propane		\$	1,550.00	-
DELIVERY TO CHARLESTON, WV - F/47 Gasoline		\$	1,200.00	-
53 PASSENGER				
	Type C - 220HP/Diesel	\$	83,869.00	-
	Type C - LPG Fueled	\$	89,686.00	-
	Type C - Gasoline	\$	79,080.00	-
DELIVERY TO CHARLESTON, WV - F/53 Diesel		\$	1,200.00	-
DELIVERY TO CHARLESTON, WV - F/53 Propane		\$	1,550.00	-
DELIVERY TO CHARLESTON, WV - F/53 Gasoline		\$	1,200.00	-
59 PASSENGER				
	Type C - 220HP/Diesel	\$	84,076.00	-
	Type C - LPG Fueled	\$	90,599.00	-
	Type C - Gasoline	\$	79,301.00	-
DELIVERY TO CHARLESTON, WV - F/59 Diesel		\$	1,200.00	-
DELIVERY TO CHARLESTON, WV - F/59 Propane		\$	1,550.00	-
DELIVERY TO CHARLESTON, WV - F/59 Gasoline		\$	1,200.00	-
65 PASSENGER				
	Type C - 230HP/Diesel	\$	84,981.00	-
	Type C - LPG Fueled	\$	90,842.00	-
	Type C - Gasoline	\$	79,521.00	-
DELIVERY TO CHARLESTON, WV - F/65 Diesel		\$	1,200.00	-
DELIVERY TO CHARLESTON, WV - F/65 Propane		\$	1,550.00	-
DELIVERY TO CHARLESTON, WV - F/65 Gasoline		\$	1,200.00	-
71 PASSENGER				
	Type C - 230HP/Diesel	\$	84,868.00	-
	Type C - LPG Fueled	\$	91,827.00	-
	Type C-Gasoline	\$	79,382.00	-
DELIVERY TO CHARLESTON, WV - F/71 Diesel		\$	1,200.00	-
DELIVERY TO CHARLESTON, WV - F/71 Propane		\$	1,550.00	-
DELIVERY TO CHARLESTON, WV - F/71 Gasoline		\$	1,200.00	-
77 PASSENGER				
	Type C - 230HP/Diesel	\$	89,747.00	-
	Type C - LPG Fueled	\$	93,931.00	-
	Type C - Gasoline	\$	79,491.00	-
DELIVERY TO CHARLESTON, WV - F/77 Diesel		\$	1,200.00	-
DELIVERY TO CHARLESTON, WV - F/77 Propane		\$	1,550.00	-
DELIVERY TO CHARLESTON, WV - F/77 Gasoline		\$	1,200.00	-

3. SPECIAL NEEDS - CONVENTIONAL UNITS:				
35 PASSENGER				
	200HP/Diesel	\$ 86,748.00	-	
	LPG Fueled	\$ 94,289.00	-	
	Gasoline	\$	-	
DELIVERY TO CHARLESTON, WV - F/35, Conv.		\$ 1,200.00 Diesel	\$1,550.00	Propane
47 PASSENGER				
	220HP/Diesel	\$ 86,552.00	-	
	LPG Fueled	\$ 91,836.00	-	
	Gasoline	\$ 81,542.00	-	
DELIVERY TO CHARLESTON, WV - F/47, Conv.		\$ 1,200.00 Gas/Diesel	\$1,550.00	Propane
53 PASSENGER				
	220HP/Diesel	\$ 87,820.00	-	
	LPG Fueled	\$ 93,154.00	-	
	Gasoline	\$ 82,894.00	-	
DELIVERY TO CHARLESTON, WV - F/53, Conv.		\$ 1,200.00 Gas/Diesel	\$1,550.00	Propane
59 PASSENGER				
	220HP/Diesel	\$ 88,091.00	-	
	LPG Fueled	\$ 94,034.00	-	
	Gasoline	\$ 83,038.00	-	
DELIVERY TO CHARLESTON, WV - F/59, Conv.		\$ 1,200.00 Gas/Diesel	\$1,550.00	Propane
65 PASSENGER				
	230HP/Diesel	\$ 88,930.00	-	
	LPG Fueled	\$ 94,327.00	-	
	Gasoline	\$ 83,764.00	-	
DELIVERY TO CHARLESTON, WV - F/65, Conv.		\$ 1,200.00 Gas/Diesel	\$1,550.00	Propane
71 PASSENGER				
	230HP/Diesel	\$ 89,888.00	-	
	LPG Fueled	\$ 96,572.00	-	
	Gasoline	\$ 84,178.00	-	
DELIVERY TO CHARLESTON, WV - F/71, Conv.		\$ 1,200.00 Gas/Diesel	\$1,550.00	Propane
77 PASSENGER				
	230HP/Diesel	\$ 94,733.00	-	
	LPG Fueled	\$ 99,847.00	-	
	Gasoline	\$ 85,673.00	-	
DELIVERY TO CHARLESTON, WV - F/77, Conv.		\$ 1,200.00 Gas/Diesel	\$1,550.00	Propane

DELIVERY:

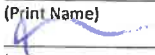
Bidders must state number of days after receipt of order (ARO) for bus delivery. Number of days for delivery shall be no greater than 120 calendar days. This does not include "letters of intent".

Buses will be delivered within 120 calendar days of ARO.
Blue Bird Bus Sales of Pittsburgh, Inc. dba

Vendor Name: Blue Bird Bus Sales of West Virginia
Address: 5374 William Flynn Highway
Gibsonia, PA 15044

Phone: 724-898-2472
Fax: 724-898-2660
Email: ipschirer@bluebirdpgh.com

Vendor's Representative:

Jeffrey J. Pschirer
(Print Name) Vice President, School Bus Sales

(Signature)
November 12, 2020
(Date)

CRFQ 0212 SWC2100000006

SWCBUS21

Item below is for Optional Pricing. (The item below shall be utilized at the discretion of the WVDE or County Schools and will depend on the Agency's or Counties funding only).

Vendors must realize that the quantity, when provided, is an estimate only and there is no guarantee of usage.


The Vendor's rate will be established as a result of this award, but the quantity needed may be considered open-ended.

Item	Description	Estimated Quantity	Unit Cost	Extended Cost
Video Equipment	Video Equipment (to include but not limited to, 256 GB HD; record date. Time and vehicle location; lockable case for DVR; 720P Camera resolution; External stop arm camera-forward and rear facing; waterproof external camera-adjustable; Infrared Day/Night vision cameras; Anti-glare polarized lens; Vandal resistant; Wi-Fi capability; GPS capability; Audio capability; all cables, hardware and brackets necessary for installation on school bus; and 12 month minimum warranty	20	\$ 2,915.00 -	\$ 58,300.00 -
Electronic Flashing Sign	Electronic Flashing Sign - to include but not limited to: electronic flashing sign may be mounted to the rear emergency door below the upper window in lieu of a decal and display the words: "Caution Stopping" when the amber flashing warning lights are activated and "Stop Do Not Pass" when the red flashing warning lights are activated.	20	\$ 440.00 -	\$ 8,800.00 -

Vendor Name: Blue Bird Bus Sales of Pittsburgh, Inc. dba Blue Bird Bus Sales of West Virginia
(Print Name)

Vendor's Representative: Jeffrey J. Pschirer, Vice President, School Bus Sales
(Print Name)

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

 Vice President, School Bus Sales

(Name, Title)
Jeffrey J. Pschirer Vice President, School Bus Sales

(Printed Name and Title)
5374 William Flynn Highway, Gibsonia, PA 15044

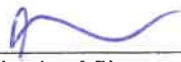
(Address)
724-898-2472 / 724-898-2660

(Phone Number) / (Fax Number)
jpschirer@bluebirdpgh.com

(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

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

 Vice President, School Bus Sales

(Authorized Signature) (Representative Name, Title)

Jeffrey J. Pschirer Vice President, School Bus Sales

(Printed Name and Title of Authorized Representative)

November 12, 2020

(Date)

724-898-2472 / 724-898-2660

(Phone Number) (Fax Number)

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. Pschirer Date: 11-9-2020

State of Pennsylvania

County of Allegheny, to-wit:

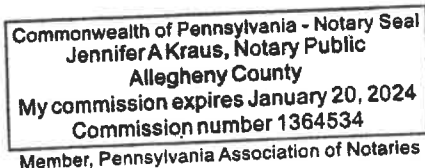
Taken, subscribed, and sworn to before me this 9 day of November, 2020.

My Commission expires January 20, 2024.

AFFIX SEAL HERE

NOTARY PUBLIC

[Signature]
Purchasing Affidavit (Revised 01/19/2018)



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; website: www.ethics.wv.gov.

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)
Bue 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
5374 William Flynn Highway
Name of Authorized Agent: Jeffrey J. Pschirer Address: Gibsonia, PA 15044
Contract Number: CRFQ SWC21*06 Contract Description: School Buses
Governmental agency awarding contract: WV 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.

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.

Jeffrey J. Pschirer
Vice President
School Bus Sales

Signature: _____ Date Signed: 11-9-2020

Notary Verification

State of Pennsylvania, County of Allegheny:

I, Jennifer A. Kraus, 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 9th day of November, 2020.

Jennifer A Kraus
Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: Purchasing Division

