



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

11/17/21 10:55:39
 WV Purchasing Division

Proc Folder: 956393			Reason for Modification: ADDENDUM_1
Doc Description: SBUS22: VARIOUS SCHOOL BUSES FY2022			
Proc Type: Statewide MA (Open End)			
Date Issued	Solicitation Closes	Solicitation No	Version
2021-10-29	2021-11-18 13:30	CRFQ 0212 SWC2200000007	2

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 : United States	Zip : 15044
Principal Contact : Jeffrey J. Pschirer, Vice President School Bus Sales		
Vendor Contact Phone: (724) 898-2472		Extension:

FOR INFORMATION CONTACT THE BUYER
Jo Ann Adkins (304) 558-2686 joann.adkins@k12.wv.us

Vendor Signature X 	Jeffrey J. Pschirer Vice President, School Bus Sales FEIN# 25-1228073	DATE 11/18/2021
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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 11/09/2021 to 11/18/2021 at 1:30pm EST.
2. To publish the agency response for technical questions received.
3. To update the agency contact address in the specifications.
4. To publish the Federal Funds Addendum Agreement for entities desiring to utilize federal funding for purchases under the contract.

No other changes made.

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 5A-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	No City	WV
US		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:

Note: Vendor shall complete Exhibit_A & B Pricing Pages for bid pricing and must attach with bid.

If vendor is submitting a bid online via wvOasis, Vendor should enter \$0.00 in the wvOasis commodity line and attach the Exhibit_A&B Pricing Pages to their bid.

See Section #6 BID SUBMISSION in the Instructions to Bidders document for additional information.

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	No City	WV
US		US	

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:

Note: Vendor shall complete Exhibit_A & B Pricing Pages for bid pricing and must attach with bid.

If vendor is submitting a bid online via wvOasis, Vendor should enter \$0.00 in the wvOasis commodity line and attach the Exhibit_A&B Pricing Pages to their bid.

See Section #6 BID SUBMISSION in the Instructions to Bidders document for additional information.

SCHEDULE OF EVENTS		
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<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Technical Questions due by 10:00am EDT	2021-10-29

SOLICITATION NUMBER: CRFQ 0212 SWC2200000007
Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ 0212 SWC2200000007 (“Solicitation”) to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time from 11/09/2021 to 11/18/2021 at 1:30pm EST.
- Modify specifications to update the Agency address information.
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other: Attachment of Federal Funds Addendum Agreement for purchases using Federal Funds.

Description of Modification to Solicitation:

- 1. To move the bid opening date from 11/09/2021 to 11/18/2021 at 1:30pm EST.**
- 2. To publish the agency response for technical questions received.**
- 3. To update the agency contact address in the specifications.**
- 4. To publish the Federal Funds Addendum Agreement for entities desiring to utilize federal funding for purchases under the contract.**

No other changes made.

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.

CRFQ_0212_SWC220000007

Questions and Responses

1Q.	We respectfully request that the bid date be extended a minimum three (3) weeks.
1R.	The bid opening has been extended to November 18, 2021.
2Q.	Can we be given at minimum a week extension on the bid opening date?
2R.	See 1R.
3Q.	Item number 15 under General Terms and Conditions states that we must accept payment by electronic transfer and P-card, Section 5.3 under ordering and payment makes it clear that we are not required to. In an effort to eliminate confusion I request Item 15 be removed.
3R.	Item 15 under General Terms and Conditions is considered Not Applicable for this solicitation or Contact Award.
4Q.	Would the state consider allowing the use of Bendix Intellipark in place of the standard push-pull park brake valve?
4R.	No
5Q.	Would the state consider adding a 83 passenger conventional bus to the pricing pages or making the option to add another row of seats to the 77 passenger conventional bus?
5R.	No
6Q.	According to addendum 2.36.b.2. in state policy 4336, video equipment is to be installed outside of the head impact zone in accordance to FMVSS 222 requirements, does this also apply to the air conditioning components mounted on the ceiling in the passenger seating area?
6R.	No

REQUEST FOR QUOTATION
CRFQ SWC2200000007
(SWCSBUS22)
SCHOOL BUSES

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

5 ORDERING AND PAYMENT:

- 5.2 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.
- 5.3 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, 2020 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 650
Charleston, WV 25305
Phone - (304) 558-6300
FAX - (304) 558-8867

6 DELIVERY AND RETURN:

- 6.2 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.

FEDERAL FUNDS ADDENDUM

2 C.F.R. §§ 200.317 – 200.327

Purpose: This addendum is intended to modify the solicitation in an attempt to make the contract compliant with the requirements of 2 C.F.R. §§ 200.317 through 200.327 relating to the expenditure of certain federal funds. This solicitation will allow the State to obtain one or more contracts that satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

Instructions: Vendors who are willing to extend their contract to procurements with federal funds and the requirements that go along with doing so, should sign the attached document identified as: “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)”

Should the awarded vendor be unwilling to extend the contract to federal funds procurement, the State reserves the right to award additional contracts to vendors that can and are willing to meet federal funds procurement requirements.

Changes to Specifications: Vendors should consider this solicitation as containing two separate solicitations, one for state level procurement and one for county/local procurement.

State Level: In the first solicitation, bid responses will be evaluated with applicable preferences identified in sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” to establish a contract for both standard state procurements and state federal funds procurements.

County Level: In the second solicitation, bid responses will be evaluated with applicable preferences identified in Sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” omitted to establish a contract for County/Local federal funds procurement.

Award: If the two evaluations result in the same vendor being identified as the winning bidder, the two solicitations will be combined into a single contract award. If the evaluations result in a different bidder being identified as the winning bidder, multiple contracts may be awarded. The State reserves the right to award to multiple different entities should it be required to satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

State Government Use Caution: State agencies planning to utilize this contract for procurements subject to the above identified federal regulations should first consult with the federal agency providing the applicable funding to ensure the contract is compliant.

County/Local Government Use Caution: County and Local government entities planning to utilize this contract for procurements subject to the above identified federal regulation should first consult with the federal agency providing the applicable funding to ensure the contract is compliant. For purposes of County/Local government use, the solicitation resulting in this contract was conducted in accordance with the procurement laws, rules, and procedures governing the West

Virginia Department of Administration, Purchasing Division, except that vendor preference has been omitted for County/Local use purposes and the contract terms contained in the document entitled "REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)" have been added.

**REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):**

The State of West Virginia Department of Administration, Purchasing Division, and the Vendor awarded this Contract intend that this Contract be compliant with the requirements of the Procurement Standards contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements found in 2 C.F.R. § 200.317, et seq. for procurements conducted by a State. Accordingly, the Parties agree that the following provisions are included in the Contract.

1. MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS:

(2 C.F.R. § 200.321)

- a. The State confirms that it has taken all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Those affirmative steps include:
 - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.
- b. Vendor confirms that if it utilizes subcontractors, it will take the same affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

2. DOMESTIC PREFERENCES:

(2 C.F.R. § 200.322)

- a. The State confirms that as appropriate and to the extent consistent with law, it has, to the greatest extent practicable under a Federal award, provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

b. Vendor confirms that will include the requirements of this Section 2. Domestic Preference in all subawards including all contracts and purchase orders for work or products under this award.

c. Definitions: For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

3. PROCUREMENT OF RECOVERED MATERIALS:

(2 C.F.R. § 200.323)

a. The State and Vendor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

4. BREACH OF CONTRACT REMEDIES AND PENALTIES:

(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 148-1-5 provide for breach of contract remedies, and penalties. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

5. TERMINATION FOR CAUSE AND CONVENIENCE:

(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 148-1-5 govern Contract termination. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

6. EQUAL EMPLOYMENT OPPORTUNITY:

(2 C.F.R. § 200.327 and Appendix II)

Except as otherwise provided under 41 CFR Part 60, and if this contract meets the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3, this contract includes the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

7. DAVIS-BACON WAGE RATES:
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this Contract includes construction, all construction work in excess of \$2,000 will be completed and paid for in compliance with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must:

- (a) pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (b) pay wages not less than once a week.

A copy of the current prevailing wage determination issued by the Department of Labor is attached hereto as Exhibit B. The decision to award a contract or subcontract is conditioned upon the acceptance of the wage determination. The State will report all suspected or reported violations to the Federal awarding agency.

8. ANTI-KICKBACK ACT:
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that it will comply with the Copeland Anti-KickBack Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Accordingly, Vendor, Subcontractors, and anyone performing under this contract are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The State must report all suspected or reported violations to the Federal awarding agency.

9. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
(2 C.F.R. § 200.327 and Appendix II)

Where applicable, and only for contracts awarded by the State in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Vendor is required to compute the wages of every mechanic and

laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

10. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.
(2 C.F.R. § 200.327 and Appendix II)

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

11. CLEAN AIR ACT
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this contract exceeds \$150,000, Vendor is to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

12. DEBARMENT AND SUSPENSION
(2 C.F.R. § 200.327 and Appendix II)

The State will not award to any vendor that is listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

13. BYRD ANTI-LOBBYING AMENDMENT
(2 C.F.R. § 200.327 and Appendix II)

Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to

influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

14. PROCUREMENT OF RECOVERED MATERIALS

(2 C.F.R. § 200.327 and Appendix II; 2 C.F.R. § 200.323)

Vendor agrees that it and the State must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

15. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

(2 C.F.R. § 200.327 and Appendix II; 2 CFR § 200.216)

Vendor and State agree that both are prohibited from obligating or expending funds under this Contract to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

State of West Virginia
Purchasing Division

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

By: _____

By:  _____

Printed Name: _____

Printed Name: Jeffrey J. Pschirer

Title: _____

Title: Vice President, School Bus Sales

Date: _____

Date: November 18, 2021

EXHIBIT A To:
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

W. Va. CSR § 148-1-5

West Virginia Code of State Rules
Title 148. Department of Administration
Legislative Rule (Ser. 1)
Series 1. Purchasing

W. Va. Code St. R. § 148-1-5
§ 148-1-5. Remedies.
Currentness

5.1. The Director may require that the spending unit attempt to resolve any issues that it may have with the vendor prior to pursuing a remedy contained herein. The spending unit must document any resolution efforts and provide copies of those documents to the Purchasing Division.

5.2. Contract Cancellation.

5.2.1. Cancellation. The Director may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:

5.2.1.a. The vendor agrees to the cancellation;

5.2.1.b. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;

5.2.1.c. Failure to honor any contractual term or condition or to honor standard commercial practices;

5.2.1.d. The existence of an organizational conflict of interest is identified;

5.2.1.e. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition;

5.2.1.f. Violation of any federal, state, or local law, regulation, or ordinance, and

5.2.1.g. The contract was awarded in error.

5.2.2. The Director may cancel a purchase or contract for any reason or no reason, upon providing

the vendor with 30 days' notice of the cancellation.

5.2.3. Opportunity to Cure. In the event that a vendor fails to honor any contractual term or condition, or violates any provision of federal, state, or local law, regulation, or ordinance, the Director may request that the vendor remedy the contract breach or legal violation within a time frame the Director determines to be appropriate. If the vendor fails to remedy the contract breach or legal violation or the Director determines, at his or her sole discretion, that such a request is unlikely to yield a satisfactory result, then he or she may cancel immediately without providing the vendor an opportunity to perform a remedy.

5.2.4. Re-Award. The Director may award the cancelled contract to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) without a subsequent solicitation if the following conditions are met:

5.2.4.a. The next lowest responsible bidder (or next highest scoring bidder if best value procurement) is able to perform at the price contained in its original bid submission, and

5.2.4.b. The contract is an open-end contract, a one-time purchase contract, or a contract for work which has not yet commenced.

Award to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) will not be an option if the vendor's failure has in any way increased or significantly changed the scope of the original contract. The vendor failing to honor contractual and legal obligations is responsible for any increase in cost the state incurs as a result of the re-award.

5.3. Non-Responsible. If the Director believes that a vendor may be non-responsible, the Director may request that a vendor or spending unit provide evidence that the vendor either does or does not have the capability to fully perform the contract requirements, and the integrity and reliability necessary to assure good faith performance. If the Director determines that the vendor is non-responsible, the Director shall reject that vendor's bid and shall not award the contract to that vendor. A determination of non-responsibility must be evaluated on a case-by-case basis and can only be made after the vendor in question has submitted a bid. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.

5.4. Suspension.

5.4.1. The Director may suspend, for a period not to exceed 1 year, the right of a vendor to bid on

procurements issued by the Purchasing Division or any state spending unit under its authority if:

5.4.1.a. The vendor has submitted a bid and then requested that its bid be withdrawn after bids have been publicly opened.

5.4.1.b. The vendor has exhibited poor performance in fulfilling his or her contractual obligations to the State. Poor performance includes, but is not limited to any of the following: violations of law, regulation, or ordinance; failure to deliver timely; failure to deliver quantities ordered; poor performance reports; or failure to deliver commodities, services, or printing at the quality level required by the contract.

5.4.1.c. The vendor has breached a contract issued by the Purchasing Division or any state spending unit under its authority and refuses to remedy that breach.

5.4.1.d. The vendor's actions have given rise to one or more of the grounds for debarment listed in W. Va. Code § 5A-3-33d.

5.4.2. Vendor suspension for the reasons listed in section 5.4 above shall occur as follows:

5.4.2.a. Upon a determination by the Director that a suspension is warranted, the Director will serve a notice of suspension to the vendor.

5.4.2.b. A notice of suspension must inform the vendor:

5.4.2.b.1. Of the grounds for the suspension;

5.4.2.b.2. Of the duration of the suspension;

5.4.2.b.3. Of the right to request a hearing contesting the suspension;

5.4.2.b.4. That a request for a hearing must be served on the Director no later than 5 working days of the vendor's receipt of the notice of suspension;

5.4.2.b.5. That the vendor's failure to request a hearing no later than 5 working days of

the receipt of the notice of suspension will be deemed a waiver of the right to a hearing and result in the automatic enforcement of the suspension without further notice or an opportunity to respond; and

5.4.2.b.6. That a request for a hearing must include an explanation of why the vendor believes the Director's asserted grounds for suspension do not apply and why the vendor should not be suspended.

5.4.2.c. A vendor's failure to serve a request for hearing on the Director no later than 5 working days of the vendor's receipt of the notice of suspension will be deemed a waiver of the right to a hearing and may result in the automatic enforcement of the suspension without further notice or an opportunity to respond.

5.4.2.d. A vendor who files a timely request for hearing but nevertheless fails to provide an explanation of why the asserted grounds for suspension are inapplicable or should not result in a suspension, may result in a denial of the vendor's hearing request.

5.4.2.e. Within 5 working days of receiving the vendor's request for a hearing, the Director will serve on the vendor a notice of hearing that includes the date, time and place of the hearing.

5.4.2.f. The hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the hearing, the Director will issue and serve on the vendor, a written decision either confirming or reversing the suspension.

5.4.3. A vendor may appeal a decision of the Director to the Secretary of the Department of Administration. The appeal must be in writing and served on the Secretary no later than 5 working days of receipt of the Director's decision.

5.4.4. The Secretary, or his or her designee, will schedule an appeal hearing and serve on the vendor, a notice of hearing that includes the date, time and place of the hearing. The appeal hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the appeal hearing, the Secretary will issue and serve on the vendor a written decision either confirming or reversing the suspension.

5.4.5. Any notice or service related to suspension actions or proceedings must be provided by certified mail, return receipt requested.

5.5. Vendor Debarment. The Director may debar a vendor on the basis of one or more of the grounds for debarment contained in W. Va. Code § 5A-3-33d or if the vendor has been declared ineligible to participate in procurement related activities under federal laws and regulation.

5.5.1. Debarment proceedings shall be conducted in accordance with W. Va. Code § 5A-3-33e and these rules. A vendor that has received notice of the proposed debarment by certified mail, return receipt requested, must respond to the proposed debarment within 30 working days after receipt of notice or the debarment will be instituted without further notice. A vendor is deemed to have received notice, notwithstanding the vendor's failure to accept the certified mail, if the letter is addressed to the vendor at its last known address. After considering the matter and reaching a decision, the Director shall notify the vendor of his or her decision by certified mail, return receipt requested.

5.5.2. Any vendor, other than a vendor prohibited from participating in federal procurement, undergoing debarment proceedings is permitted to continue participating in the state's procurement process until a final debarment decision has been reached. Any contract that a debarred vendor obtains prior to a final debarment decision shall remain in effect for the current term, but may not be extended or renewed. Notwithstanding the foregoing, the Director may cancel a contract held by a debarred vendor if the Director determines, in his or her sole discretion, that doing so is in the best interest of the State. A vendor prohibited from participating in federal procurement will not be permitted to participate in the state's procurement process during debarment proceedings.

5.5.3. If the Director's final debarment decision is that debarment is warranted and notice of the final debarment decision is mailed, the Purchasing Division shall reject any bid submitted by the debarred vendor, including any bid submitted prior to the final debarment decision if that bid has not yet been accepted and a contract consummated.

5.5.4. Pursuant to W. Va. Code § 5A-3-33e(e), the length of the debarment period will be specified in the debarment decision and will be for a period of time that the Director finds necessary and proper to protect the public from an irresponsible vendor.

5.5.5. List of Debarred Vendors. The Director shall maintain and publicly post a list of debarred vendors on the Purchasing Division's website.

5.5.6. Related Party Debarment. The Director may pursue debarment of a related party at the same time that debarment of the original vendor is proceeding or at any time thereafter that the Director determines a related party debarment is warranted. Any entity that fails to provide the Director with full, complete, and accurate information requested by the Director to determine related party

status will be presumed to be a related party subject to debarment.

5.6. Damages.

5.6.1. A vendor who fails to perform as required under a contract shall be liable for actual damages and costs incurred by the state.

5.6.2. If any commodities delivered under a contract have been used or consumed by a spending unit and on testing the commodities are found not to comply with specifications, no payment may be approved by the Spending Unit for the merchandise until the amount of actual damages incurred has been determined.

5.6.3. The Spending Unit shall seek to collect damages by following the procedures established by the Office of the Attorney General for the collection of delinquent obligations.

Credits

History: Filed 4-1-19, eff. 4-1-19; Filed 4-16-21, eff. 5-1-21.

Current through register dated May 7, 2021. Some sections may be more current. See credits for details.

W. Va. C.S.R. § 148-1-5, WV ADC § 148-1-5

End of Document

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EXHIBIT B To:
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

Prevailing Wage Determination

– Not Applicable Because Contract Not for Construction

– Federal Prevailing Wage Determination on Next Page

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ 0212 SWC220000007

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.

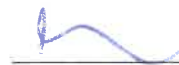
Addendum Numbers Received:

(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 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
Company West Virginia



Jeffrey J. Pschirer, Vice President School Bus Sales
Authorized Signature

November 18, 2021

Date

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

REQUEST FOR QUOTATION
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(SWCSBUS22)
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 5A-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 used to evaluate the RFQ.

 - 2.3 **“RFQ”** means the official request for quotation published by the Purchasing Division and identified as CRFQ SWC22*07 (SBUS22).

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 2022. (This location is subject to change in the year 2023). 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.

3.1.5 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

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

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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

3.16 ELECTRIC DRIVE BUSES:

3.1.6.1. Electric Drive – The West Virginia Minimum Requirements for Design and Equipment of School Buses is the primary specifications for all school buses in West Virginia pursuant to §126CSR92. This document is supplemental to that specification and is applicable to electric buses only. All applicable provisions of the primary specifications shall be adhered to unless specifically mentioned in this supplement. This specification is for new school buses only and does not allow for the modification of any existing school bus.

3.1.6.2. Training for Local School Personnel:

The successful bidder shall be required to provide training for state personnel, supervisors, county school bus mechanics and bus operators in the safe and efficient operation, inspection, repair and maintenance of the bus. This training may be provided at multiple locations around the state in response to local demand. Class content, location and frequency shall be approved by the WVDE.

3.1.6.3 Compliance with FMVSS:

All electric systems shall be in full compliance with all applicable Feder Motor Vehicle Safety standards and all Society of Automotive Engineers standards that are applicable at time of manufacture.

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3.1.6.4. Additional Requirements for Electric Buses:

- 3.1.6.2.1. Charging connection point shall be outside the passenger compartment.
- 3.1.6.2.2. While charging, the transmission/propulsion system shall be rendered inoperative.
- 3.1.6.2.3. Shall have AC or DC charging capabilities with standard SAE J1772 CCS1 connector.
- 3.1.6.2.4. Shall be V2G (Vehicle to Grid) capable.

3.1.6.5. Electric Power Source (Battery):

- 3.1.6.5.1 Shall not be located in or accessible from the interior of the school bus.
- 3.1.6.5.2. Shall be designed to prevent the passenger compartment from being energized.
- 3.1.6.5.3 All batteries shall be designated to prevent any dangerous fluids or fumes from entering the passenger area.
- 3.1.6.5.4. These shall be a disconnect switch or device to shut-off the high voltage components at the power source in the event of a crash.
- 3.1.6.5.5. Battery packs shall be liquid cooled.
- 3.1.6.5.6. Battery and EDI electrical component warranty shall be a minimum of 5 years/100,000 miles.

3.1.6.6. Heating:

- 3.1.6.6.1. Heaters shall be capable of heating the passenger and drivers' compartment.

3.1.6.7. Instrument Display:

- 3.1.6.7.1. The instrument display panel must also contain an indication showing the state of charge (power and/or range).

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3.1.6.8. Markings:

- 3.1.6.8.1. The outer layer of insulation or wiring conduit for drive system high-voltage wiring shall be industry standard orange color.
- 3.1.6.8.2. All high-voltage components shall be labeled with a High Voltage marking/warning.
- 3.1.6.8.3. An electric vehicle identifying label shall be affixed on the right rear corner of the bus body. An additional label shall be applied to the right side of the bus rearward of the entrance door and to the left side of the bus aft of the driver's window.

3.1.6.9. Operating Range:

- 3.1.6.9.1. Shall be OEM design which is capable of operating with a range of 100 miles or more.

3.1.6.10. Power Disconnect:

- 3.1.6.10.1. A power disconnect device or switch shall be provided.
- 3.1.6.10.2. The disconnect device or switch shall be clearly marked.
- 3.1.6.10.3. If disconnect device or switch is located inside a compartment, the compartment shall be clearly marked.
- 3.1.6.10.4. This device or switch shall not be in or accessible from the passenger area.
- 3.1.6.10.5. There shall be a label affixed near the battery disconnect switch to identify its location for first responders.

3.1.6.11. Power Regeneration:

- 3.1.6.11.1. When the unit is in motion and the driver removes their foot from the accelerator, power regeneration occurs.

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3.1.6.12. Propulsion System/Drivetrain:

- 3.1.6.12.1** Shall be of sufficient power and torque to propel the vehicle fully loaded up to at least 60 mph and no more than 65 mph.
- 3.1.6.12.2.** The propulsion system may be mounted utilizing a drivetrain or positioned in a way to provide power to the wheels.
- 3.1.6.12.3.** All propulsion systems must be contained below the floor line and cannot come into contact with the road surface.
- 3.1.6.12.4.** Propulsion system warranties shall be a minimum of 5 years/100,000 miles.

3.1.6.13. Seating:

- 3.1.6.13.1.** All seating shall be mounted to minimize contact with batteries and underside of the bus if seat replacement is necessary.

3.1.6.14. Sound Generation:

- 3.1.6.14.1.** All electric school buses shall comply with FMVSS 141 and produce a constant sound level for pedestrian alert while in motion under 20 mph.

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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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 Pricing Section by completing the unit price of each of the commodity line items listed in WVOASIS. 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 SWC2200000007) 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 is attached separately to the CRFQ and published in VSS. Vendors should complete this form with their prices information and include it as an attachment to their online responses.

If unable to respond online, Vendors must submit the **EXHIBIT_B** and **EXHIBIT_C 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

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

5 ORDERING AND PAYMENT:

5.2 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.

5.3 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:

6.2 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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- 6.3 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.

- 6.4 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.
- 6.5 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.
- 6.6 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:

- 7.2 No Substitutions:** Vendor shall supply only Desired Items submitted in response to the RFQ. Vendor shall not supply substitute items without Purchasing Division approval.
- 7.3 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.

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7.4 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.

7.5 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

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on upon award and the initial contract term extends until one (1) year.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to One (1) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Other: See attached _____
Revised 07/01/2021

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for “Fixed Period Contract” or “Fixed Period Contract with Renewals” has been checked in Section 3 above. If either “Fixed Period Contract” or “Fixed Period Contract with Renewals” has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. 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.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General’s office.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence.

Automobile Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

Commercial Crime and Third Party Fidelity Insurance in an amount of: _____ per occurrence.

Cyber Liability Insurance in an amount of: _____ per occurrence.

Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. [Reserved]

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES – This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

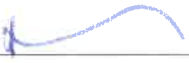
DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Jeffrey J. Pschirer, 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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

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) (Representative Name, Title)

Jeffrey J. Pschirer, Vice President School Bus Sales
(Printed Name and Title of Authorized Representative)

November 18, 2021
(Date)

(724) 898-2472 / (724) 898-2660
(Phone Number) (Fax Number)



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: 956393	Reason for Modification:
Doc Description: SBUS22: VARIOUS SCHOOL BUSES FY2022	ADDENDUM_2
Proc Type: Statewide MA (Open End)	

Date Issued	Solicitation Closes	Solicitation No	Version
2021-11-04	2021-11-18 13:30	CRFQ 0212 SWC2200000007	3

BID RECEIVING LOCATION

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

Bid pricing included in this section.

VENDOR

Vendor Customer Code: 000000160330
Vendor Name : Blue Bird Bus Sales of Pittsburgh, Inc
Address : 5374
Street : William Flynn Highway
City : Gibsonia
State : PA **Country :** United States **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** November 18, 2021

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

ADDITIONAL INFORMATION

ADDENDUM_2 is issued for the following:

1. To publish corrected Exhibit_B Pricing Pages (Revised 11/03/2021).

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 5A-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
US

No City WV
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:

Note: Vendor shall complete Exhibit_A & B Pricing Pages for bid pricing and must attach with bid.

If vendor is submitting a bid online via wvOasis, Vendor should enter \$0.00 in the wvOasis commodity line and attach the Exhibit_A&B Pricing Pages to their bid.

See Section #6 BID SUBMISSION in the Instructions to Bidders document for additional information.

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	No City	WV
US		US	

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:

Note: Vendor shall complete Exhibit_A & B Pricing Pages for bid pricing and must attach with bid.

If vendor is submitting a bid online via wvOasis, Vendor should enter \$0.00 in the wvOasis commodity line and attach the Exhibit_A&B Pricing Pages to their bid.

See Section #6 BID SUBMISSION in the Instructions to Bidders document for additional information.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Technical Questions due by 10:00am EDT	2021-10-29

SOLICITATION NUMBER: CRFQ 0212 SWC2200000007
Addendum Number: 2

The purpose of this addendum is to modify the solicitation identified as CRFQ 0212 SWC2200000007 (“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: Publish revised Exhibit_B Pricing Pages
- Other

Description of Modification to Solicitation: To provide the mandatory pre-bid sign in sheets.

1. To publish corrected Exhibit_B Pricing Pages (Revised 11/03/2021)

No other changes

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.

1. TRANSIT UNITS:					
<u>71 PASSENGER</u>					
	230HP, FE	\$ 106,596.00 -			
	230HP, RE	\$ 118,549.00 -			
	ELECTRIC	\$ No Bid -			
DELIVERY TO CHARLESTON, WV		\$ See Below -			
Diesel \$1,400.00					
<u>77 PASSENGER</u>					
	230HP, FE	\$ 111,365.00 -			
	230HP, RE	\$ 125,044.00 -			
	ELECTRIC	\$ No Bid -			
DELIVERY TO CHARLESTON, WV		\$ See Below -			
Diesel \$1,400.00					
<u>84 PASSENGER</u>					
	245HP, FE	\$ 112,914.00 -			
	245HP, RE	\$ 125,199.00 -			
	ELECTRIC	\$ 385,108.00 -			
DELIVERY TO CHARLESTON, WV		\$ See Below -			
Diesel \$1,400.00 Electric \$4,200.00					
<u>89 PASSENGER</u>					
	245HP, FE	\$ 114,721.00 -			
	245HP, RE	\$ No Bid -			
	ELECTRIC	\$ No Bid -			
DELIVERY TO CHARLESTON, WV		\$ See Below -			
Diesel \$1,400.00					

2. CONVENTIONAL UNITS:					
24 PASSENGER					
TYPE A	130HP	\$ No Bid	-		
TYPE A	LPG Fueled	\$ No Bid	-		
TYPE A	Gasoline	\$ 62,253.00	-		
TYPE A	Electric	\$ No Bid	-		
DELIVERY TO CHARLESTON, WV		\$ 1,400.00	-		
30 PASSENGER					
TYPE A	130HP	\$ No Bid	-		
TYPE A	LPG Fueled	\$ No Bid	-		
TYPE A	Gasoline	\$ 64,991.00	-		
TYPE A	Electric	\$ No Bid	-		
DELIVERY TO CHARLESTON, WV		\$ 1,400.00	-		
35 PASSENGER					
TYPE C	200HP/Diesel	\$ 91,499.00	-		
TYPE C	LPG Fueled	\$ 101,062.00	-		
TYPE C	Gasoline	\$ No Bid	-		
TYPE C	Electric	\$ No Bid	-		
DELIVERY TO CHARLESTON, WV		\$ See Below	-		
Gas/Diesel \$1,400.00		Propane \$1,700.00			
47 PASSENGER					
TYPE C	220HP/ Diesel	\$ 93,106.00	-		
TYPE C	LPG Fueled	\$ 100,112.00	-		
TYPE C	Gasoline	\$ 89,775.00	-		
TYPE C	Electric	\$ No Bid	-		
DELIVERY TO CHARLESTON, WV - F/47 Diesel		\$ 1,400.00	-		
DELIVERY TO CHARLESTON, WV - F/47 Propane		\$ 1,700.00	-		
DELIVERY TO CHARLESTON, WV - F/47 Gasoline		\$ 1,400.00	-		
DELIVERY TO CHARLESTON, WV - F/47 ELECTRIC		\$ N/A	-		
53 PASSENGER					
TYPE C	220HP/Diesel	\$ 94,443.00	-		
TYPE C	LPG Fueled	\$ 101,353.00	-		
TYPE C	Gasoline	\$ 91,216.00	-		
TYPE C	Electric	\$ No Bid	-		
DELIVERY TO CHARLESTON, WV - F/53 Diesel		\$ 1,400.00	-		
DELIVERY TO CHARLESTON, WV - F/53 Propane		\$ 1,700.00	-		
DELIVERY TO CHARLESTON, WV - F/53 Gasoline		\$ 1,400.00	-		
DELIVERY TO CHARLESTON, WV - F/53 Electric		\$ N/A	-		
59 PASSENGER					
TYPE C	220HP/Diesel	\$ 94,722.00	-		
TYPE C	LPG Fueled	\$ 102,446.00	-		
TYPE C	Gasoline	\$ 91,493.00	-		
TYPE C	Electric	\$ No Bid	-		
DELIVERY TO CHARLESTON, WV - F/59 Diesel		\$ 1,400.00	-		
DELIVERY TO CHARLESTON, WV - F/59 Propane		\$ 1,700.00	-		
DELIVERY TO CHARLESTON, WV - F/59 Gasoline		\$ 1,400.00	-		
DELIVERY TO CHARLESTON, WV - F/59 Electric		\$ N/A	-		
65 PASSENGER					
TYPE C	230HP/Diesel	\$ 95,766.00	-		
TYPE C	LPG Fueled	\$ 102,739.00	-		
TYPE C	Gasoline	\$ 91,741.00	-		
TYPE C	Electric	\$ No Bid	-		
DELIVERY TO CHARLESTON, WV - F/65 Diesel		\$ 1,400.00	-		
DELIVERY TO CHARLESTON, WV - F/65 Propane		\$ 1,700.00	-		
DELIVERY TO CHARLESTON, WV - F/65 Gasoline		\$ 1,400.00	-		
DELIVERY TO CHARLESTON, WV - F/65 Electric		\$ N/A	-		
71 PASSENGER					
TYPE C	230HP/ Diesel	\$ 95,673.00	-		
TYPE C	LPG Fueled	\$ 103,883.00	-		
TYPE C	Gasoline	\$ 91,598.00	-		
TYPE C	Electric	\$ 366,138.00	-		
DELIVERY TO CHARLESTON, WV - F/71 Diesel		\$ 1,400.00	-		
DELIVERY TO CHARLESTON, WV - F/71 Propane		\$ 1,700.00	-		
DELIVERY TO CHARLESTON, WV - F/71 Gasoline		\$ 1,400.00	-		
DELIVERY TO CHARLESTON, WV - F /71 Electric		\$ 4,200.00	-		
77 PASSENGER					
TYPE C	230HP/ Diesel	\$ 101,203.00	-		
TYPE C	LPG Fueled	\$ 106,037.00	-		
TYPE C	Gasoline	\$ 91,501.00	-		
TYPE C	Electric	\$ 366,861.00	-		
DELIVERY TO CHARLESTON, WV - F/77 Diesel		\$ 1,400.00	-		
DELIVERY TO CHARLESTON, WV - F/77 Propane		\$ 1,700.00	-		
DELIVERY TO CHARLESTON, WV - F/77 Gasoline		\$ 1,400.00	-		
DELIVERY TO CHARLESTON, WV - F/77 Electric		\$ 4,200.00	-		

3. SPECIAL NEEDS - CONVENTIONAL UNITS:					
35 PASSENGER					
	200HP/ Diesel	\$ 97,682.000	-		
	LPG Fueled	\$ 106,570.00	-		
	Gasoline	\$ No Bid	-		
	Electric	\$ No Bid	-		
DELIVERY TO CHARLESTON, WV - F/35, Conv.		\$ See Below	-		
Diesel / Gasoline \$1,400.00 LPG \$1,700.00					
47 PASSENGER					
	220HP/ Diesel	\$ 97,480.00	-		
	LPG Fueled	\$ 103,770.00	-		
	Gasoline	\$ 93,962.00	-		
	Electric	\$ No Bid	-		
DELIVERY TO CHARLESTON, WV - F/47, Conv.		\$ See Below	-		
Diesel / Gasoline \$1,400.00 LPG \$1,700.00					
53 PASSENGER					
	220HP/Diesel	\$ 98,927.00	-		
	LPG Fueled	\$ 105,272.00	-		
	Gasoline	\$ 95,452.00	-		
	Electric	\$ No Bid	-		
DELIVERY TO CHARLESTON, WV - F/53, Conv.		\$ See Below	-		
Diesel / Gasoline \$1,400.00 LPG \$1,700.00					
59 PASSENGER					
	220HP/Diesel	\$ 99,298.00	-		
	LPG Fueled	\$ 106,317.00	-		
	Gasoline	\$ 95,678.00	-		
	Electric	\$ No Bid	-		
DELIVERY TO CHARLESTON, WV - F/59, Conv.		\$ See Below	-		
Diesel / Gasoline \$1,400.00 LPG \$1,700.00					
65 PASSENGER					
	230HP/Diesel	\$ 100,270.00	-		
	LPG Fueled	\$ 106,670.00	-		
	Gasoline	\$ 95,909.00	-		
	Electric	\$ No Bid	-		
DELIVERY TO CHARLESTON, WV - F/65, Conv.		\$ See Below	-		
Diesel / Gasoline \$1,400.00 LPG \$1,700.00					
71 PASSENGER					
	230HP/Diesel	\$ 101,359.00	-		
	LPG Fueled	\$ 109,235.00	-		
	Gasoline	\$ 96,994.00	-		
	Electric	\$ See Below	-		
DELIVERY TO CHARLESTON, WV - F/71, Conv.		\$ See Below	-		
Diesel / Gasoline \$1,400.00 LPG \$1,700.00 Electric \$4,200.00					
77 PASSENGER					
	230HP/Diesel	\$ 106,870.00	-		
	LPG Fueled	\$ 112,788.00	-		
	Gasoline	\$ 98,550.00	-		
	Electric	\$ See Below	-		
DELIVERY TO CHARLESTON, WV - F/77, Conv.		\$ See Below	-		
Diesel / Gasoline \$1,400.00 LPG \$1,700.00 Electric \$4,200.00					

3. SPECIAL NEEDS - CONVENTIONAL UNITS:					
35 PASSENGER					
	200HP/ Diesel	\$ 97,682.000	-		
	LPG Fueled	\$ 106,570.00	-		
	Gasoline	\$ No Bid	-		
	Electric	\$ No Bid	-		
DELIVERY TO CHARLESTON, WV - F/35, Conv.		\$ See Below	-		
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47 PASSENGER					
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	LPG Fueled	\$ 103,770.00	-		
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DELIVERY TO CHARLESTON, WV - F/47, Conv.		\$ See Below	-		
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53 PASSENGER					
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	LPG Fueled	\$ 105,272.00	-		
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59 PASSENGER					
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65 PASSENGER					
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	LPG Fueled	\$ 106,670.00	-		
	Gasoline	\$ 95,909.00	-		
	Electric	\$ No Bid	-		
DELIVERY TO CHARLESTON, WV - F/65, Conv.		\$ See Below	-		
Diesel / Gasoline \$1,400.00 LPG \$1,700.00					
71 PASSENGER					
	230HP/Diesel	\$ 101,359.00	-		
	LPG Fueled	\$ 109,235.00	-		
	Gasoline	\$ 96,994.00	-		
	Electric	\$ 376,138.00	-		
DELIVERY TO CHARLESTON, WV - F/71, Conv.		\$ See Below	-		
Diesel / Gasoline \$1,400.00 LPG \$1,700.00 Electric \$4,200.00					
77 PASSENGER					
	230HP/Diesel	\$ 106,870.00	-		
	LPG Fueled	\$ 112,788.00	-		
	Gasoline	\$ 98,550.00	-		
	Electric	\$ 376,861.00	-		
DELIVERY TO CHARLESTON, WV - F/77, Conv.		\$ See Below	-		
Diesel / Gasoline \$1,400.00 LPG \$1,700.00 Electric \$4,200.00					

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. *Without supply chain issues

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

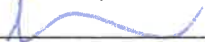
Phone: (724) 898-2472

Fax: (724) 898-2660

Email: jpschirer@bluebirdpgh.com

Vendor's Representative:

Jeffrey J. Pschirer
(Print Name)


(Signature)

November 18, 2021
(Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ 0212 SWC220000007

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:

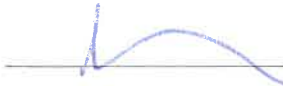
(Check the box next to each addendum received)

- | | |
|--|--|
| <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



Authorized Signature

November 18, 2021

Date

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

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.



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:  Jeffrey J. Pschirer Date: 11/16/2021

State of Pennsylvania

County of Allegheny, to-wit:

Taken, subscribed, and sworn to before me this 16th day of November, 2021.

My Commission expires January 20, 2024.

AFFIX SEAL HERE

Commonwealth of Pennsylvania - Notary Seal
Jennifer A Kraus, Notary Public
Allegheny County
My commission expires January 20, 2024
Commission number 1364534
Member, Pennsylvania Association of Notaries

NOTARY PUBLIC



Purchasing Affidavit (Revised 01/19/2018)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/28/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER First National Insurance Agency LLC One North Shore Drive 12 Federal Street Pittsburgh PA 15212	CONTACT NAME: Kathy Barrick PHONE (A/C, No, Ext): 412-385-4533 E-MAIL ADDRESS: barrickk@fnb-corp.com	FAX (A/C, No):													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Travelers Property Casualty Co</td> <td>25674</td> </tr> <tr> <td>INSURER B : The Travelers Indemnity Compan</td> <td>25666</td> </tr> <tr> <td>INSURER C : The Travelers Indemnity Compan</td> <td>25658</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Property Casualty Co	25674	INSURER B : The Travelers Indemnity Compan	25666	INSURER C : The Travelers Indemnity Compan	25658	INSURER D :		INSURER E :		INSURER F :
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INSURER D :															
INSURER E :															
INSURER F :															


INSURED Blue Bird Bus Sales of Pittsburgh, Inc., Blue Bird Bus Sales of VA/WV Qualimark Fleet Service System Inc. 5374 William Flynn Hwy Gibsonia PA 15044 BLUEB-1

COVERAGES **CERTIFICATE NUMBER:** 927854588 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		630-8N948645	5/10/2021	5/10/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Garage Liab		AD9N050280	5/10/2021	5/10/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		CUP-6N506731	5/10/2021	5/10/2022	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/> N / A	UB9K668959	5/10/2021	5/10/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Equipment		630-8N948645	5/10/2021	5/10/2022	Leased/Rented Equip Deductible 150,000 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The State of WV is named as additional insured as required by written contract.

CERTIFICATE HOLDER State of WV	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

LED LIGHTS

ONE-PIECE
ROOF BOWS

5-YEAR LIMITED
BODY WARRANTY

BACKED BY OVER 80
YEARS OF EXPERIENCE
AND COMMITMENT

SPECIAL NEEDS
OPTIONS

SUPERIOR
INSULATION

LEADER OF
AFFORDABLE
GREEN SOLUTIONS

BEST-IN-CLASS
TYPE A VISIBILITY

TWO CHASSIS
OPTIONS



COUNT ON BLUE BIRD
FOR SMART SOLUTIONS THAT DEFINE THE DIFFERENCE



BLUE BIRD

SMART SOLUTIONS— THE MICRO BIRD DIFFERENCE

✓ **BLUE BIRD BRAND** is backed by over 80+ years of experience and commitment to the school bus industry— 45 years of building type A buses.

✓ **TWO CHASSIS OPTIONS** provide optimal flexibility.

✓ **BEST-IN-CLASS TYPE A VISIBILITY** ensures maximum safety in the loading/unloading zone.

✓ **SPECIAL NEEDS OPTIONS** lift equipped vehicles are available in a variety of configurations, providing transportation for all students.

✓ **THE LEADER OF AFFORDABLE GREEN SOLUTIONS**
Blue Bird is the only manufacturer to offer a complete line of alternative fuel products. Blue Bird has over twice as many registered alternative-fuel school buses on the road than all our competitors combined.

✓ **SUPERIOR INSULATION** prevents condensation, corrosion and reduces noise transfer into the passenger compartment.

✓ **LED LIGHTS** improve visibility and durability for added safety, while reducing operating and maintenance costs.

✓ **5-YEAR LIMITED BODY WARRANTY** does not depreciate over the life of the warranty. Extended warranty plans also available.

✓ **ONE-PIECE ROOF BOWS** provide a mighty safety cage, increase the life of the bus, reduce cracking on outside of bus, and provide a low life cycle cost.



COUNT ON BLUE BIRD
FOR SMART SOLUTIONS THAT DEFINE THE DIFFERENCE





BLUE BIRD

BUILT TO TAKE ON TOMORROW.



Each day, more than 550,000 school buses transport 26 million school children to and from school. At Blue Bird, we understand the massive responsibility of this task—on a daily basis we, along with the bus operator, are responsible for the **safety of our future generations**.

The application of the school bus has changed significantly over time—beginning as a way for children in rural areas to travel to school, then as a way to enable equal access to education, and now as a solution to road congestion and green transportation. For over 90 years, Blue Bird has prioritized unparalleled safety at the forefront of our bus designs, while also **lowering the total cost of ownership for our customers**, allowing them to put money back into the classroom.

DIESEL

Available for All American FE and RE Models



As a leader in transport, the **Blue Bird All American** is stellar at navigating in densely populated areas and along highly-trafficked, tight and twisty routes with its **best-in-class turning radius**. Both FE & RE models feature easily accessible engine compartments without the need for special tools, thus increasing uptime and reducing maintenance time. High capacity could result in requiring fewer buses, thus reducing costs further.

CNG

Available for All American RE Models



Go green with the All American RE powered by **clean, affordable and domestically-sourced Compressed Natural Gas (CNG)**. As an extension of Blue Bird's commitment to providing a full-line of affordable green solutions, this bus provides the same great features offered on Blue Bird All American buses while reducing emissions and creating a healthier environment for the community it serves.

The Blue Bird All American High-Capacity School Buses



At Blue Bird, **we are committed to reducing your total cost of ownership**, because we understand money saved over the years allows you to put more money back into the classroom.

Along with its exceptional driver visibility and maneuverability, the Blue Bird All American bus shares many body parts with the Blue Bird Vision bus, resulting in a reduction in parts and service complexity. With multiple fuel types and powertrain options available, **each bus is specifically tailored to each customer** - allowing you to choose what works best to reduce your total cost of ownership and your specific operating requirements.

From chassis to body to cockpit, the **Blue Bird All American** is a winner: a purpose-built school bus from a purpose-driven company that is clearly best-in-class.

ALL AMERICAN TECHNICAL SPECIFICATION HIGHLIGHTS

CAPACITY	Multiple floor plans available with passenger seating up to 84 (RE) and 90 (FE)	SUSPENSION	Soft ride front leaf spring suspension (Rating varies by capacity); Two-stage steel leaf rear spring suspension system (rating varies by capacity); Air suspension available
EXTERIOR WIDTH	96"	WHEEL CUT	50°
INTERIOR WIDTH	90 3/4"	STEERING	Tilt & telescoping steering column
AISLE WIDTH	Varies by floor plan	INTERIOR HEIGHT	77"
SKIRT LENGTH	Varies by fuel type; 19 3/4", 25 3/4"	FRONT AXLE	Front axle (rating varies by capacity)
OVERHANG	95" front overhang with standard steel bumper. Rear overhang varies by body length/wheelbase	REAR AXLE	Rear axle with hypoid, single reduction gears with broad range of ratios available to optimize powertrain performance (rating varies by capacity)
ENTRANCE DOOR	32" wide x 79" high/double electric outward opening (air optional)	ALTERNATOR	210, 240, 270, and 320 amps with 12V
OVERALL HEIGHT	122" - 128"	TIRE SIZE	11R22.5 (G) all-position radials



BLUE BIRD®

BUILT TO TAKE ON TOMORROW.



CONNECT WITH US!

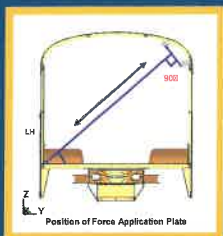


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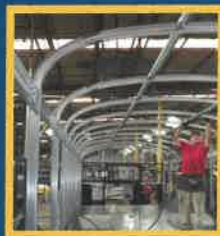
#1 Priority SAFETY

At Blue Bird, added safety is not an option. It is a standard. We take no shortcuts because at the end of the day, your children's safety is our business. This core value was at the forefront when we redesigned the new All American. From our own set standards for test compliance, to our best-in-class cockpit visibility, the highest level of safety is engineered into every Blue Bird bus and is at the foundation of everything we do.



Standard Test Compliance

The All American passes Colorado Rack, Kentucky Pole and Altoona Tests in its standard configuration, not as an option like the competition, highlighting the strength of the core bus design.



Passenger Safety Cage

Blue Bird's custom designed one-piece roof bow system ensures safe student transportation with an exceptionally strong structure. This safety cage is the backbone of our solid bus design.



Fuel Tank Between Frame Rails

All fuel tanks are strategically mounted between the frame rails for combined safety and durability. This also helps improve the traction of the drive axle.



Rub Rail Protection

The top 3 rub rails are fully mounted above the floor level, providing additional structural rigidity and protection for passengers.



Emissions Reductions

Blue Bird's All American buses meet current EPA and CARB emissions standards, ensuring these buses produce cleaner emissions.



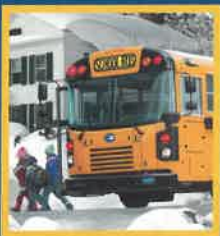
Best-In-Class Turning Radius

Superior maneuverability limits the infringement on surrounding lanes of traffic when turning corners, and it also virtually eliminates the need to back up the bus in tight cul-de-sacs.



Exceptional Driver Visibility

The All American provides exceptional forward visibility and unique mirror systems that improve driver awareness and increase the safety of children around the bus.



Enhanced Defrost Air Flow

This feature is engineered to keep the higher section of the windshield clean for increased visibility in inclement weather.



All American SPECIFICATIONS

All American RE Diesel



OVERHANG	Front: 95" with standard steel bumper Rear: 122" with standard steel bumper	TRANSMISSION	Allison® 2500 PTS - 5 & 6 speed automatic Allison® 3000 PTS - 5 & 6 speed automatic
ENGINE	Cummins® B6.7, 200-300 hp Cummins® L9, 260-300 hp	BRAKES	Air drum and air disc brakes available 4-channel antilock brake system
FUEL TANK	60-100 gallon	WHEELBASE	189" / 217" / 245" / 259" / 273"

All American FE Diesel



OVERHANG	Front: 95" with standard steel bumper Rear: Varies by body length/wheelbase	TRANSMISSION	Allison® 2500 PTS - 5 & 6 speed automatic Allison® 3000 PTS - 5 & 6 speed automatic Eaton® Procion™ - 7 speed automatic
ENGINE	Cummins® B6.7, 200-280 hp	BRAKES	4-wheel hydraulic disc brakes with 4-channel antilock brake system; Air drum and air disc brakes available
FUEL TANK	60-100 gallon	WHEELBASE	141" / 169" / 190" / 211" / 232"
REAR DOOR	37" wide x 52" high		

All American RE CNG



OVERHANG	Front: 95" with standard steel bumper Rear: 122" with standard steel bumper	FUEL CAPACITY	SAE Type III Composite wrapped aluminum located outboard of frame within wheelbase and inboard of frame in rear overhang SCF @ 70F/3600PSI, 7692 DGE, 55 - GGE, 62
ENGINE	Cummins® ISL-G, 250-280 hp		
TRANSMISSION	Allison® 3000 PTS - 5 speed automatic	WHEELBASE	189" / 217" / 245" / 259" / 273"
BRAKES	Air drum and air disc brakes available 4-channel antilock brake system		



Dedication to **QUALITY & DURABILITY**

At Blue Bird, quality and durability have always been of paramount importance. That is why over 180,000 of the buses that we've manufactured since our founding in 1927 are still on the road. We pay attention to the details that deliver performance, continually exploring how a product can be improved. It's part of Blue Bird's continuous improvement culture. And it's this steadfast culture that delivers the innovation and robust design featured on the All American.



Ergonomic Driver's Cockpit

The cockpit has been designed to comfortably fit virtually any body size. The cockpit instrument panel is redesigned to match the Blue Bird All American for seamless driver transition.



Most Fuel Efficient Engines

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



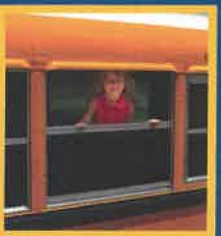
Large Entrance Door

With today's students transporting larger backpacks, sports equipment and musical instruments, the wider entrance door better accommodates bulky items than the previous model.



Robust Steel Bumpers

Our bumpers are made of 100% steel, offering additional protection and safety to your All American school bus.



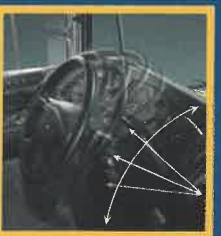
Improved Window Seals

Our Blue Bird E-Z windows feature a redesigned top seal, with a felt seal on the upper and lower sash, and an enhanced lock rail. This new design allows for ultra-smooth operation.



All-Steel Frame Rails

Dual 50,000 PSI C-Channel steel frame rails provide the structural integrity for the life of the bus.



Tilt/Telescoping Steering Column

Easily adjustable tilt / telescoping steering column improves driver ergonomics and accessibility.



Optional Adjustable Pedals

Adjustable pedals enable bus drivers to modify the orientation of the controls to fit their unique body sizes, ensuring an individualized fit that is optimal for the driver.



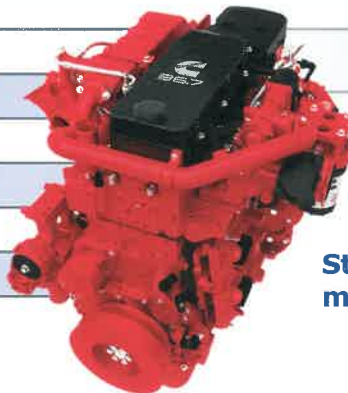
Durable

ENGINE & TRANSMISSION OPTIONS

CUMMINS ENGINES

Blue Bird works closely with Cummins, the industry-leading diesel engine manufacturer, to develop engine and driveline configurations specifically designed for our Blue Bird school buses. Cummins diesel and CNG engines deliver the best combination of horsepower, torque, reliability, durability and fuel economy while meeting the latest emission standards.

Horsepower	200-300 hp
Peak Torque	520-660 lb-ft
Governed Speed	2600 rpm
Number of Cylinders	6
System Weight	1,150 lbs
Aftertreatment System	145 lbs



Cummins B6.7

Standard 5-year, 100,000-mile coverage by Cummins.

Cummins L9



Horsepower	260-300 hp
Peak Torque	720-860 lb-ft
Governed Speed	2200 rpm
Number of Cylinders	6
System Weight	1625 lbs
Aftertreatment System	147 lbs

Horsepower	250-280 hp
Peak Torque	730-900 lb-ft
Governed Speed	2200 rpm
Number of Cylinders	6
System Weight	1,625 lbs
Aftertreatment System	Three-Way Catalyst (TWC)



Cummins ISL-G

Proven SCR Technology - Single Can Design



The next-generation system delivers a smaller, more compact solution, with reductions of up to 70 percent in space claim and 30 percent in weight compared to current combined Diesel Particulate Filter (DPF) and Selective Catalytic Reduction (SCR) systems in comparable markets.

The single-cylinder design, which is enabled by the applications of advanced DPF and SCR catalyst technologies, offers improved particulate matter (PM) and oxides of nitrogen (NOx) reduction capabilities. Simplified packaging and optimized on-board diagnostics (OBD) creates a more robust and reliable system.



BLUE BIRD

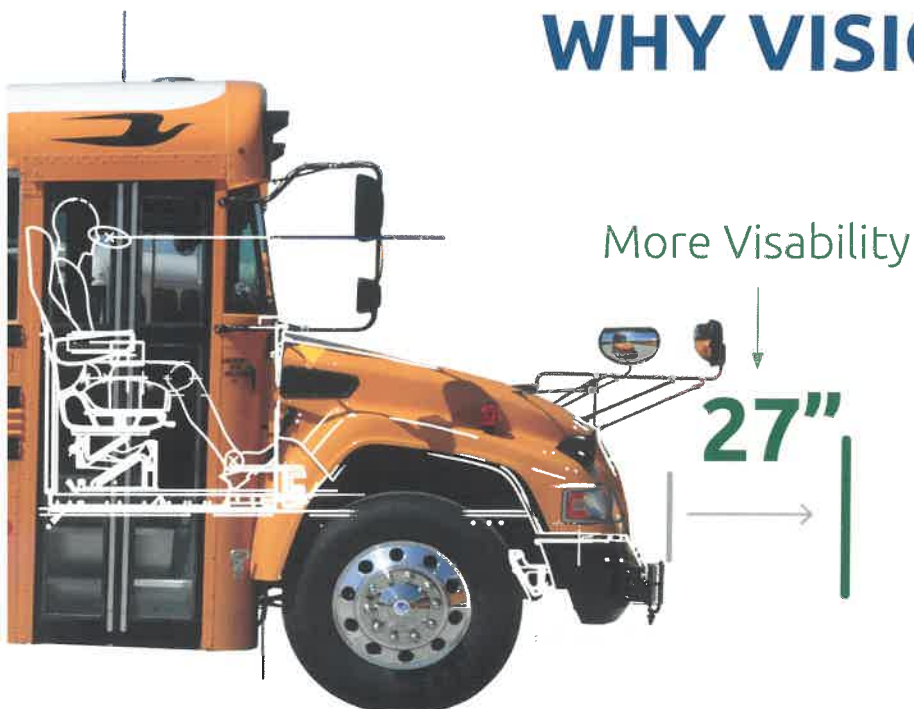


BUILT TO TAKE ON TOMORROW.

Each day, more than 550,000 school buses transport 26 million school children to and from school. At Blue Bird, we understand the massive responsibility of this task—on a daily basis we, along with the bus operator, are responsible for the **safety of our future generations**.

The application of the school bus has changed significantly over time—beginning as a way for children in rural areas to travel to school, then as a way to enable equal access to education, and now as a solution to road congestion and green transportation. For over 90 years, Blue Bird has prioritized unparalleled safety at the forefront of our bus designs, while also **lowering the total cost of ownership for our customers**, allowing them to put money back into the classroom.

WHY VISION?



Our Blue Bird Vision earns its name due to the exceptional driver visibility and maneuverability it possesses. A pinnacle in manufacturing design, the Blue Bird Vision has become the safest vehicle on the road today to transport your children to and from school.

The Blue Bird Vision: Offering Multiple Proven Powertrain Options!

At Blue Bird, we are committed to reducing your total cost of ownership, because we understand money saved over the years allows you to put more money back into the classroom.

Along with its exceptional driver visibility and maneuverability, the Blue Bird Vision bus shares many body parts with the Blue Bird All American bus, resulting in a reduction in parts and service complexity. With multiple fuel types and powertrain options available, **each bus is specifically tailored to each customer** - allowing you to choose what works best to reduce your total cost of ownership and your specific operating requirements.

From chassis to body to cockpit, the **Blue Bird Vision** is a winner: a purpose-built school bus from a purpose-driven company that is clearly best-in-class.

VISION TECHNICAL SPECIFICATION HIGHLIGHTS

CAPACITY	Multiple floor plans available. Seating up to 83 (diesel, propane, and gasoline) and 77 (CNG and electric)	SUSPENSION	Soft ride front leaf spring suspension (Rating varies by capacity); Two-stage steel leaf rear spring suspension system (rating varies by capacity); Air suspension available
EXTERIOR WIDTH	96"	WHEEL CUT	50°
INTERIOR WIDTH	90 3/4"	GVWR	Up to 33,000 lbs.
AISLE WIDTH	Varies by floor plan	STEERING	Tilt & telescoping steering column
SKIRT LENGTH	Varies by fuel type; 16 1/4", 19 3/4", 25 3/4"	FRONT AXLE	Front axle (rating varies by capacity)
OVERHANG	45" front overhang with standard steel bumper. Rear overhang varies by body length/wheelbase	REAR AXLE	Rear axle with hypoid, single reduction gears with broad range of ratios available to optimize powertrain performance (rating varies by capacity)
INTERIOR HEIGHT	77"	ALTERNATOR	210, 240, 270, and 320 amps with 12 volts
OVERALL HEIGHT	122" - 128"	TIRE SIZE	11R22.5 (G) all-position radials
ENTRANCE DOOR	27" wide x 78" high/double manual outward opening; air/electric optional	REAR DOOR	37" wide x 52" high



BLUE BIRD[®]

BUILT TO TAKE ON TOMORROW.



CONNECT WITH US!

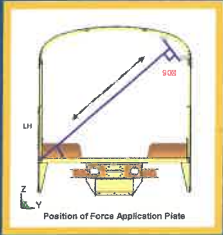


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#1 Priority SAFETY

At Blue Bird, added safety is not an option. It is a standard. We take no shortcuts because at the end of the day, your children's safety is our business. This core value was at the forefront when we redesigned the new Vision. From our own set standards for test compliance, to our best-in-class cockpit visibility, the highest level of safety is engineered into every Blue Bird bus and is at the foundation of everything we do.



Standard Test Compliance

The Vision is certified to Colorado Rack and Load, Kentucky Pole and Altoona Tests in its standard configuration, not as an option like the competition, highlighting the strength of the core bus design.



Passenger Safety Cage

Blue Bird's custom designed one-piece roof bow system ensures safe student transportation with an exceptionally strong structure. This safety cage is the backbone of our solid bus design.



Fuel Tank Protection

Our frame mounted fuel tanks are surrounded by the steel chassis structure to provide maximum fuel system protection.



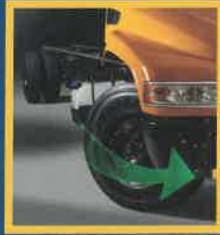
Enhanced Defrost Air Flow

This feature is engineered to keep the higher section of the windshield clean for increased visibility amid inclement weather.



Emissions Reductions

Blue Bird's Vision buses meet current EPA and CARB emissions standards, including optional Ultra Low NOx 0.02 emissions for our Propane Vision buses and zero-emissions for our electric buses.



Best-In-Class Turning Radius

Superior maneuverability limits the infringement on surrounding lanes of traffic when turning corners, and it also virtually eliminates the need to back up the bus in tight cul-de-sacs.



Exceptional Driver Visibility

The Vision provides exceptional forward visibility and unique mirror systems that improve driver awareness and increase the safety of children around the bus.



E-Z Light Check System

Blue Bird's E-Z Light Check System allows drivers to check all lights, which is outlined in CDL requirements, with the flip of a switch.



Industry-Defining **SERVICE AND PARTS**

At Blue Bird, we recognize that your new bus purchase is just one part of the equation. The North American Blue Bird Dealer Network, backed by the knowledgeable Blue Bird Parts and Service Team, has you covered for the life of your bus. The local parts, service, warranty, and genuine school bus expertise you need are readily available at hundreds of North American full-line dealers and dealer-authorized service centers.

Over 335 dealers and affiliated service centers throughout North America

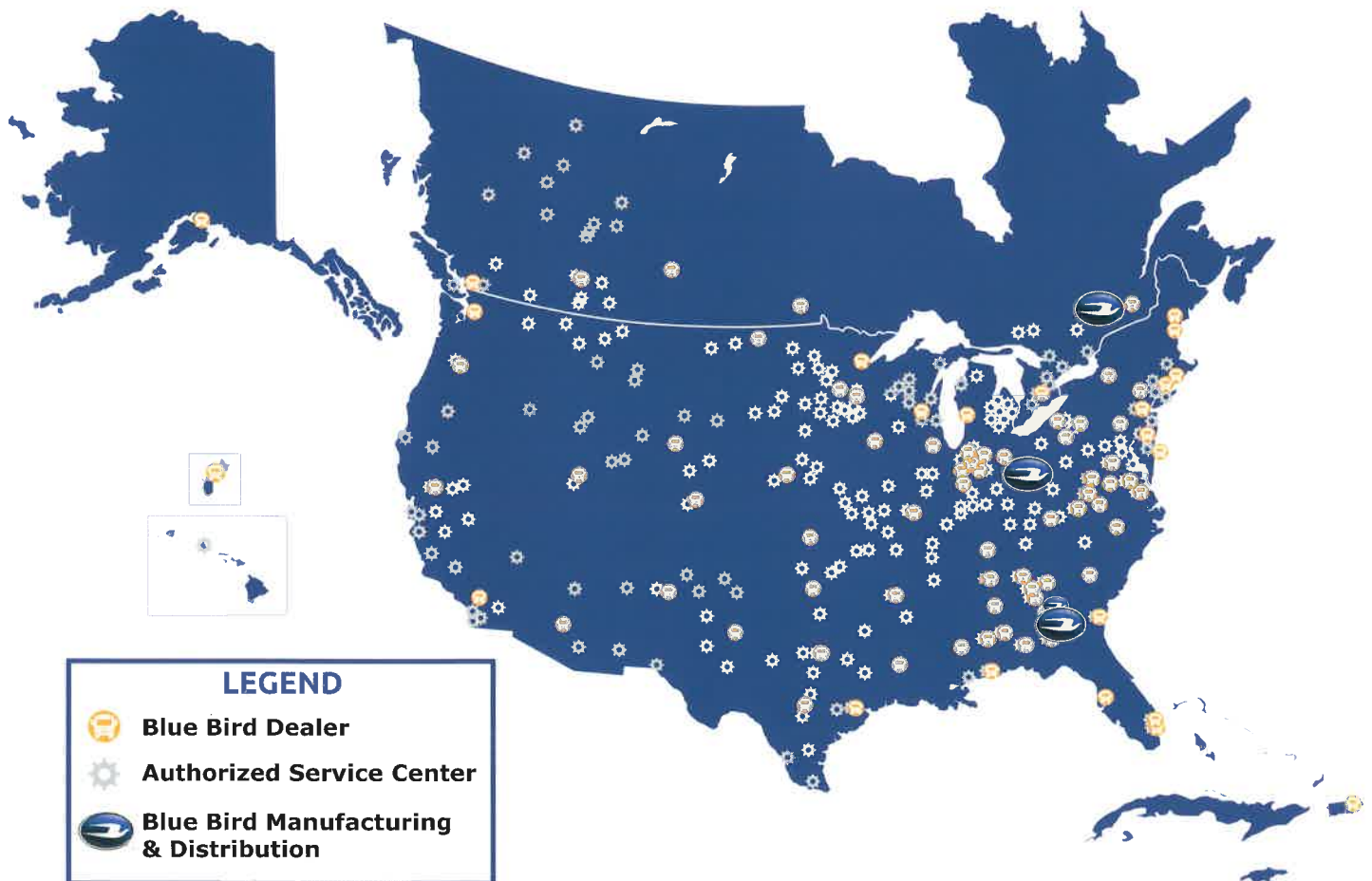
Unlike other makes, we have a dedicated team of Field Service Engineers that solely focus on school bus operations

Technical trainers provide dealer and service technician training classes each year

Blue Bird has a state-of-the-art training facility located at the main manufacturing facility in Fort Valley, Georgia. Blue Bird's headquarters is located in Macon, GA

Blue Bird Field Service experts utilize their years of experience to provide quick and accurate technical support to our Blue Bird Dealer Network

Expert representatives are available to provide telephone, online and on-site support



Dedication to QUALITY & DURABILITY

At Blue Bird, quality and durability have always been of paramount importance. That is why over 180,000 of the buses that we've manufactured since our founding in 1927 are still on the road. We pay attention to the details that deliver performance, continually exploring how a product can be improved. It's part of Blue Bird's continuous improvement culture. And it's this steadfast culture that delivers the innovation and robust design featured on the Vision.



Ergonomic Driver's Cockpit

The cockpit has been designed to comfortably fit virtually any body size. The cockpit instrument panel is redesigned to match the Blue Bird All American for seamless driver transition.



Most Fuel Efficient Engines

Blue Bird strives to help fleets save money with the industry's most fuel efficient and EPA compliant engines from Cummins and Ford / ROUSH CleanTech.



Industry's Largest Bumpers

The Vision's front bumper is the largest in the school bus industry. At 15" tall on both corners and 25% larger than the other school bus makes, it provides added protection and safety.



Rub Rail Protection

The top 3 rub rails are fully mounted above the floor level, providing additional structural rigidity and protection for passengers.



Improved Window Seals

Our Blue Bird E-Z windows feature a redesigned top seal, with a felt seal on the upper and lower sash, and an enhanced lock rail. This new design allows for ultra-smooth operation.



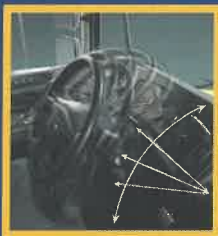
All-Steel Frame Rails

Dual 50,000 PSI C-Channel steel frame rails provide the structural integrity for the life of the bus.



Optional Adjustable Pedals

Adjustable pedals enable bus drivers to modify the orientation of the controls to fit their unique body sizes, ensuring an individualized fit that is optimal for the driver.



Tilt/Telescoping Steering Column

Easily adjustable tilt / telescoping steering column improves driver ergonomics and accessibility.



Industry-Leading TRANSMISSION OPTIONS

ALLISON® PUPIL TRANSPORT SERIES™

Allison® transmissions provide customers with dependable and durable products that are easy and cost-effective to maintain year after year. With over 400,000 Allison equipped school buses, not only are you choosing the industry leader, you are choosing the transmission that has been proven for decades to work in the school bus industry.

2000 PTS



Torque	Up to 660 lb-ft [895Nm]
Operating Weight GVW	33,000 lbs [14,969 kg]
Dry Weight	323 lbs [147 kg]
Oil Capacity	Approx. 13.7 quarts [13 liters]
Compatible With	Cummins® B6.7 and V5.0 Diesel Engine

Torque	Up to 950 lb-ft [1288Nm]
Operating Weight GVW	33,000 lbs [14,969 kg]
Dry Weight	535 lbs [243 kg]
Oil Capacity	Approx. 29 quarts [27.4 liters]
Compatible With	Cummins® B6.7 Diesel Engine



3000 PTS

FUELSENSE® 2.0

with DynActive™ Shifting

Offered first-to-market by Blue Bird: **FuelSense® 2.0** is a series of software packages designed to further reduce fuel consumption in all segments of a school bus duty cycle. Featuring DynActive™ Shifting, which provides an infinitely variable combination of shift points for increased efficiency, **FuelSense® 2.0** offers upgraded capability to improve your fuel economy and your bottom line.

FuelSense 2.0 with DynActive Shifting	FuelSense 2.0 Plus with DynActive Shifting	FuelSense 2.0 Max with DynActive Shifting
Our standard package of FuelSense features	Adds an improved Neutral at Stop	Includes both Neutral at Stop and enhanced Acceleration Rate Management features

Industry-Leading POWERTRAIN OPTIONS

DIESEL *Available in Multiple Powertrain Options*



WHEELBASE	169"/ 189"/ 217"/ 238"/ 252"/ 273"/ 280"	TRANSMISSION	Eaton® Procion™ - 7 speed automatic Allison® 2500 PTS - 5 & 6 speed automatic Allison® 3000 PTS - 5 & 6 speed automatic
ENGINE	Cummins® B6.7, 200-260 hp	BRAKES	4-wheel hydraulic disc brakes with 4-channel antilock brake system; Air drum and air disc brakes available
FUEL TANK	Standard 60-gallon; optional 100-gallon; 45-gallon for 169" wheelbase		



Blue Bird's Vision Diesel buses come with our unwavering commitment to passenger safety, durability, service and support - including our dedicated team of Field Service Engineers focused exclusively on school bus operations.

Building off the **Cummins B6.7 proven lineage** of reliability, advanced technology, and improved fuel efficiency, as well as offering **two proven transmission options with Allison and Eaton**, Blue Bird shows commitment in bringing solutions to market that help our customers lower their total cost of ownership.

CNG *The Best Type-C Option for Compressed Natural Gas*



WHEELBASE	217"/ 252"/ 273"/ 280"	FUEL CAPACITY	SAE Type III Composite wrapped aluminum located outboard of frame within wheelbase and inboard of frame in rear overhang				
ENGINE	Ford® three-valve 6.8L V10 CNG, 269 hp		WB	Body Model	SCF@ 70F/3600psi	DGE	GGE
TRANSMISSION	Ford® 6R140 - 6 speed automatic		217"	2508/2610	6554	47	53
BRAKES	4-channel antilock brake system; hydraulic disc Air drum and air disc brakes available						
			252"	3011	6968	50	56.5
			273"	3303/3310	7692	55	62
			280"	3507	7692	55	62



In addition to its top-ranked performance with the Vision school bus, **Blue Bird has been producing CNG buses for over 25 years with its All-American school bus.** We've leveraged this vast experience and our exclusive, proven partnerships to produce **the best Type C CNG bus: the new Blue Bird Vision CNG.**

Blue Bird has taken what we've learned about the all-important positioning and protection of CNG cylinders in our All American buses, and applied this proven CNG design to our Vision. Where CNG fuel availability and the need for lower emissions intersect, the Blue Bird Vision CNG is the Type C solution.

Exclusive ENGINE OPTIONS

CUMMINS ENGINE Diesel

Blue Bird works closely with Cummins, the industry-leading diesel engine manufacturer, to develop engine and driveline configurations specifically designed for our Blue Bird school buses. Cummins B6.7 diesel engine delivers the best combination of horsepower, torque, reliability, durability and fuel economy while remaining compliant with U.S. Environmental Protection Agency (EPA) and National Highway Traffic Safety Administration (NHTSA) greenhouse gas (GHG) and fuel-economy regulations.

Horsepower	200-260 hp
Peak Torque	520-660 lb-ft
Governed Speed	2600 rpm
Number of Cylinders	6
System Weight	1,150 lbs
Aftertreatment System	145 lbs

Cummins B6.7



Standard 5-year, 100,000-mile coverage by Cummins.

Proven SCR Technology - Single Can Design



Smaller and Lighter

The Single Module is designed to be up to 70% smaller and 30% lighter than preceding aftertreatment systems, all while improving emissions reduction performance.



Improved Maintenance Intervals

Advanced catalyst technologies gives the Single Module greater ash capacity for long maintenance intervals.



Fuel Economy Improvement

The compact size enables better heat management and retention for improved fuel economy.



Parts Reduction

Blue Bird users will benefit from the unique fluid recirculation capability of the system, which allows the injector to be cooled by urea, eliminating the need for engine coolant lines to and from the injector.

