

**1. TRANSIT UNITS:****71 PASSENGER**

	230HP, FE	\$150,379.00		
	230HP, RE	\$164,517.00		
	ELECTRIC	No Bid		
	GASOLINE	No Bid		
DELIVERY TO CHARLESTON, WV - DIESEL		\$1,500.00		
DELIVERY TO CHARLESTON, WV - ELECTRIC		Not Applicable		
DELIVERY TO CHARLESTON, WV - GASOLINE		Not Applicable		

**77 PASSENGER**

	230HP, FE	\$156,008.00		
	230HP, RE	\$171,517.00		
	ELECTRIC	No Bid		
	GASOLINE	No Bid		
DELIVERY TO CHARLESTON, WV - DIESEL		\$1,500.00		
DELIVERY TO CHARLESTON, WV - ELECTRIC		Not Applicable		
DELIVERY TO CHARLESTON, WV - GASOLINE		Not Applicable		

**84 PASSENGER**

	245HP, FE	\$158,065.00		
	245HP, RE	\$172,400.00		
	ELECTRIC	\$395,231.00		
	GASOLINE	No Bid		
DELIVERY TO CHARLESTON, WV - DIESEL		\$1,500.00		
DELIVERY TO CHARLESTON, WV - ELECTRIC		\$5,800.00		
DELIVERY TO CHARLESTON, WV - GASOLINE		Not Applicable		

**89 PASSENGER**

	245HP, FE	\$166,217.00		
	245HP, RE	No Bid		
	ELECTRIC	No Bid		
	GASOLINE	No Bid		
DELIVERY TO CHARLESTON, WV - DIESEL		\$1,500.00		
DELIVERY TO CHARLESTON, WV - ELECTRIC		Not Applicable		
DELIVERY TO CHARLESTON, WV - GASOLINE		Not Applicable		

RECEIVED

2024 NOV 19 AM 11:50

WV PURCHASING  
DIVISION

**2. CONVENTIONAL UNITS:****24 PASSENGER**

TYPE A	130HP	No Bid		
TYPE A	LPG Fueled	No Bid		
TYPE A	Gasoline	\$108,666.00		
TYPE A	Electric	No Bid		
DELIVERY TO CHARLESTON, WV		Included		

**30 PASSENGER**

TYPE A	130HP	No Bid		
TYPE A	LPG Fueled	\$133,377.00		
TYPE A	Gasoline	\$109,970.00		
TYPE A	Electric	\$311,367.00		
DELIVERY TO CHARLESTON, WV		Included		

**35 PASSENGER**

	Regular - 200HP	\$118,666.00		
	Regular - LPG Fueled	\$127,446.00		
	Regular - Gasoline	No Bid		
	Regular - Electric	No Bid		
DELIVERY TO CHARLESTON, WV Gas & Diesel		\$1,500.00		
LPG		\$2,000.00		

**47 PASSENGER**

	Regular - 220HP	\$122,110.00		
	Regular - LPG Fueled	\$128,944.00		
	Regular - 210HP	Not Applicable		
	Regular - Electric	No Bid		
	Regular - Gasoline	\$121,076.00		
DELIVERY TO CHARLESTON, WV - F/47 Diesel		\$1,500.00		
DELIVERY TO CHARLESTON, WV - F/47 Propane		\$2,000.00		
DELIVERY TO CHARLESTON, WV - F/47 Gasoline		\$1,500.00		
DELIVERY TO CHARLESTON, WV - F/ ELECTRIC		Not Applicable		

**2. CONVENTIONAL UNITS:****53 PASSENGER**

	Regular - 220HP	\$123,931.00		
	Regular - LPG Fueled	\$130,818.00		
	Regular - 210HP	Not Applicable		
	Regular - Electric	No Bid		
	Regular - Gasoline	\$122,887.00		
DELIVERY TO CHARLESTON, WV - F/53 Diesel		\$1,500.00		
DELIVERY TO CHARLESTON, WV - F/53 Propane		\$2,000.00		
DELIVERY TO CHARLESTON, WV - F/53 Gasoline		\$1,500.00		
DELIVERY TO CHARLESTON, WV - F/Electric		Not Applicable		

**59 PASSENGER**

	Regular - 220HP	\$124,203.00		
	Regular - LPG Fueled	\$131,951.00		
	Regular - Electric	No Bid		
	Regular - Gasoline	\$123,155.00		
DELIVERY TO CHARLESTON, WV - F/59 Diesel		\$1,500.00		
DELIVERY TO CHARLESTON, WV - F/59 Propane		\$2,000.00		
DELIVERY TO CHARLESTON, WV - F/59 Gasoline		\$1,500.00		
DELIVERY TO CHARLESTON, WV - F/ Electric		Not Applicable		

**65 PASSENGER**

	Regular - 230HP	\$126,417.00		
	Regular - LPG Fueled	\$133,740.00		
	Regular - Electric	No Bid		
	Regular - Gasoline	\$124,845.00		
DELIVERY TO CHARLESTON, WV - F/65 Diesel		\$1,500.00		
DELIVERY TO CHARLESTON, WV - F/65 Propane		\$2,000.00		
DELIVERY TO CHARLESTON, WV - F/65 Gasoline		\$1,500.00		
DELIVERY TO CHARLESTON, WV - F Electric		Not Applicable		

**2. CONVENTIONAL UNITS:****71 PASSENGER**

	Regular - 230HP	\$127,723.00		
	Regular - LPG Fueled	\$136,811.00		
	Regular - Electric	\$372,768.00		
	Regular - Gasoline	\$126,122.00		
DELIVERY TO CHARLESTON, WV - F/71 Diesel		\$1,500.00		
DELIVERY TO CHARLESTON, WV - F/71 Propane		\$2,000.00		
DELIVERY TO CHARLESTON, WV - F/71 Gasoline		\$1,500.00		
DELIVERY TO CHARLESTON, WV - F / Electric		\$5,800.00		

**77 PASSENGER**

	Regular - 230HP	\$135,817.00		
	Regular - LPG Fueled	\$138,984.00		
	Regular - Electric	\$374,256.00		
	Regular - Gasoline	\$128,164.00		
DELIVERY TO CHARLESTON, WV - F/77 Diesel		\$1,500.00		
DELIVERY TO CHARLESTON, WV - F/77 Propane		\$2,000.00		
DELIVERY TO CHARLESTON, WV - F/77 Gasoline		\$1,500.00		
DELIVERY TO CHARLESTON, WV - F/ Electric		\$5,800.00		

**81 PASSENGER**

	Regular - 240HP	\$136,273.00		
	Regular - LPG Fueled	\$139,476.00		
	Regular - Electric	No Bid		
	Regular - Gasoline	\$128,619.00		
DELIVERY TO CHARLESTON, WV - F/81 Diesel		\$1,500.00		
DELIVERY TO CHARLESTON, WV - F/81 Propane		\$2,000.00		
DELIVERY TO CHARLESTON, WV - F/81 Gasoline		\$1,500.00		
DELIVERY TO CHARLESTON, WV - F/ Electric		Not Applicable		

**83 PASSENGER**

	Regular - 240HP	\$136,273.00		
	Regular - LPG Fueled	\$139,476.00		
	Regular - Electric	No Bid		
	Regular - Gasoline	\$128,619.00		
DELIVERY TO CHARLESTON, WV - F/83 Diesel		\$1,500.00		
DELIVERY TO CHARLESTON, WV - F/83 Propane		\$2,000.00		
DELIVERY TO CHARLESTON, WV - F/83 Gasoline		\$1,500.00		
DELIVERY TO CHARLESTON, WV - F/ Electric		Not Applicable		



**3. SPECIAL NEEDS - CONVENTIONAL UNITS:****35 PASSENGER**

	<b>200HP</b>	\$128,983.00		
	<b>LPG Fueled</b>	\$137,699.00		
	<b>Electric</b>	No Bid		
	<b>GASOLINE</b>	No Bid		
<b>DELIVERY TO CHARLESTON, WV - DIESEL</b>		\$1,500.00		
<b>DELIVERY TO CHARLESTON, WV - LPG</b>		\$2,000.00		
<b>DELIVERY TO CHARLESTON, WV - ELECTRIC</b>		Not Applicable		
<b>DELIVERY TO CHARLESTON, WV - GASOLINE</b>		Not Applicable		

**47 PASSENGER**

	<b>220HP</b>	\$133,319.00		
	<b>LPG Fueled</b>	\$140,424.00		
	<b>Electric</b>	No Bid		
	<b>GASOLINE</b>	\$132,114.00		
<b>DELIVERY TO CHARLESTON, WV - DIESEL</b>		\$1,500.00		
<b>DELIVERY TO CHARLESTON, WV - LPG</b>		\$2,000.00		
<b>DELIVERY TO CHARLESTON, WV - ELECTRIC</b>		Not Applicable		
<b>DELIVERY TO CHARLESTON, WV - GASOLINE</b>		\$1,500.00		

**53 PASSENGER**

	<b>220HP</b>	\$135,693.00		
	<b>LPG Fueled</b>	\$142,895.00		
	<b>Electric</b>	No Bid		
	<b>GASOLINE</b>	\$134,429.00		
<b>DELIVERY TO CHARLESTON, WV - DIESEL</b>		\$1,500.00		
<b>DELIVERY TO CHARLESTON, WV - LPG</b>		\$2,000.00		
<b>DELIVERY TO CHARLESTON, WV - ELECTRIC</b>		Not Applicable		
<b>DELIVERY TO CHARLESTON, WV - GASOLINE</b>		\$1,500.00		

**59 PASSENGER**

	<b>220HP</b>	\$136,419.00		
	<b>LPG Fueled</b>	\$144,473.00		
	<b>Electric</b>	No Bid		
	<b>GASOLINE</b>	\$135,155.00		
<b>DELIVERY TO CHARLESTON, WV - DIESEL</b>		\$1,500.00		
<b>DELIVERY TO CHARLESTON, WV - LPG</b>		\$2,000.00		
<b>DELIVERY TO CHARLESTON, WV - ELECTRIC</b>		Not Applicable		
<b>DELIVERY TO CHARLESTON, WV - GASOLINE</b>		\$1,500.00		

<b>65 PASSENGER</b>				
	<b>230HP</b>	\$138,991.00		
	<b>LPG Fueled</b>	\$146,539.00		
	<b>Electric</b>	No Bid		
	<b>GASOLINE</b>	\$137,089.00		
<b>DELIVERY TO CHARLESTON, WV - DIESEL</b>		\$1,500.00		
<b>DELIVERY TO CHARLESTON, WV - LPG</b>		\$2,000.00		
<b>DELIVERY TO CHARLESTON, WV - ELECTRIC</b>		Not Applicable		
<b>DELIVERY TO CHARLESTON, WV - GASOLINE</b>		\$1,500.00		
<b>71 PASSENGER</b>				
	<b>230HP</b>	\$140,756.00		
	<b>LPG Fueled</b>	\$150,094.00		
	<b>Electric</b>	\$387,768.00		
	<b>GASOLINE</b>	\$138,831.00		
<b>DELIVERY TO CHARLESTON, WV - DIESEL</b>		\$1,500.00		
<b>DELIVERY TO CHARLESTON, WV - LPG</b>		\$2,000.00		
<b>DELIVERY TO CHARLESTON, WV - ELECTRIC</b>		\$5,800.00		
<b>DELIVERY TO CHARLESTON, WV - GASOLINE</b>		\$1,500.00		
<b>77 PASSENGER</b>				
	<b>230HP</b>	\$149,044.00		
	<b>LPG Fueled</b>	\$152,751.00		
	<b>Electric</b>	\$389,256.00		
	<b>GASOLINE</b>	\$141,351.00		
<b>DELIVERY TO CHARLESTON, WV - DIESEL</b>		\$1,500.00		
<b>DELIVERY TO CHARLESTON, WV - LPG</b>		\$2,000.00		
<b>DELIVERY TO CHARLESTON, WV - ELECTRIC</b>		\$5,800.00		
<b>DELIVERY TO CHARLESTON, WV - GASOLINE</b>		\$1,500.00		
<b>81 PASSENGER</b>				
	<b>240HP</b>	No Bid		
	<b>LPG Fueled</b>	No Bid		
	<b>Electric</b>	No Bid		
	<b>GASOLINE</b>	No Bid		
<b>DELIVERY TO CHARLESTON, WV - DIESEL</b>		Not Applicable		
<b>DELIVERY TO CHARLESTON, WV - LPG</b>		Not Applicable		
<b>DELIVERY TO CHARLESTON, WV - ELECTRIC</b>		Not Applicable		
<b>DELIVERY TO CHARLESTON, WV - GASOLINE</b>		Not Applicable		

<b>83 PASSENGER</b>				
	<b>240HP</b>	No Bid		
	<b>LPG Fueled</b>	No Bid		
	<b>Electric</b>	No Bid		
	<b>GASOLINE</b>	No Bid		
<b>DELIVERY TO CHARLESTON, WV - DIESEL</b>		Not Applicable		
<b>DELIVERY TO CHARLESTON, WV - LPG</b>		Not Applicable		
<b>DELIVERY TO CHARLESTON, WV - ELECTRIC</b>		Not Applicable		
<b>DELIVERY TO CHARLESTON, WV - GASOLINE</b>		Not Applicable		

<b>ADDITIONAL INFORMATION</b>
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	
VARIOUS AGENCY 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:**  
VARIOUS BUS UNITS  
  
PLEASE SEE EXHIBIT\_A - PRICING PAGES ATTACHED

INVOICE TO		SHIP TO	
VARIOUS AGENCY 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:**  
PLEASE SEE EXHIBIT\_A - PRICING PAGES ATTACHED

SCHEDULE OF EVENTS		
<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Technical Questions due by 10:00am EST	2024-11-06

**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 365 calendar days of ARO.

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

Address: 5374 William Flynn Highway  
Gibsonia, PA 15044

Phone: (724) 898-2472

Fax: (724) 898-2660

Email: jpschirer@bluebirdpgh.com

Vendor's Representative:

Jeffrey J. Pschirer

(Print Name)

(Signature)

11/18/2024

(Date)



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

<b>Proc Folder:</b> 1550601			<b>Reason for Modification:</b>
<b>Doc Description:</b> VARIOUS SCHOOL BUSES FY2024-25 School Year			
<b>Proc Type:</b> Statewide MA (Open End)			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2024-10-30	2024-11-19 13:30	CRFQ 0212 SWC2500000004	1

**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 :** Gibsonsia  
**State :** Pennsylvania **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** 11/18/24

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



	Document Phase	Document Description	Page 3
SWC2500000004	Final	VARIOUS SCHOOL BUSES FY2024-25 School Year	

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



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

<b>Proc Folder:</b> 1550601			<b>Reason for Modification:</b> ADDENDUM_1
<b>Doc Description:</b> VARIOUS SCHOOL BUSES FY2024-25 School Year			
<b>Proc Type:</b> Statewide MA (Open End)			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2024-11-07	2024-11-21 13:30	CRFQ 0212 SWC2500000004	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 :** Pennsylvania **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** 11/18/24

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

<b>ADDITIONAL INFORMATION</b>
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<p>ADDENDUM_1</p> <p>Addendum_1 is issued for the following:</p> <p>1) To move the bid opening date from 11/19/2024 to 11/21/2024 at 1:30 pm EST.</p> <p>2) To attach the Vendor Questions and Agency Response.</p> <p>NO OTHER CHANGES</p> <p>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.</p>
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

INVOICE TO		SHIP TO	
VARIOUS AGENCY 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:**  
VARIOUS BUS UNITS

PLEASE SEE EXHIBIT\_A - PRICING PAGES ATTACHED

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA  VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

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:  
PLEASE SEE EXHIBIT\_A - PRICING PAGES ATTACHED

SCHEDULE OF EVENTS		
<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Technical Questions due by 10:00am EST	2024-11-06

	Document Phase	Document Description	Page
			4
SWC2500000004	Final	VARIOUS SCHOOL BUSES FY2024-25 School Year	

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

## **SOLICITATION NUMBER: CRFQ SWC2500000004**

### **Addendum Number: 1**

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The purpose of this addendum is to modify the solicitation identified as CRFQ SWC2500000004 ("Solicitation") to reflect the change(s) identified and described below.

#### **Applicable Addendum Category:**

- ☒ [ X ] Modify bid opening date and time.
- ☐ [ ] Modify specifications of product or service being sought.
- ☒ [ X ] Attachment of vendor questions and agency responses.
- ☐ [ ] Attachment of pre-bid sign-in sheet.
- ☐ [ ] Correction of error.
- ☐ [ ] Other:

#### **Description of Modification to Solicitation:**

- 1) To move the bid opening date from 11/19/2024 to 11/21/2024 at 1:30 pm EST.
- 2) To attach the Vendor Questions and Agency Response.

**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.



1Q.	Can the Bid deadline be moved to November 26 <sup>th</sup> at 1:30pm?
1A.	<b>No, the bid opening will be extended to November 21, 2024 at 1:30pm.</b>
2Q.	I request that the 71 -passenger transit bid request be removed from the bid tab. To the best of my knowledge there have been no orders for a transit bus this small.
2A.	<b>The pricing pages will remain as published. If any vendor does not wish to supply a price for this bus, then you may write "No Bid" on the pricing page. It will remain in case a vendor would want to bid a 71-passenger transit and a county would desire to order this size.</b>
3Q.	I would also request the Gasoline option be removed from the Transit bids since no manufacturer offers it.
3A.	<b>Vendors are not required to submit bids for Gasoline option for the Transit bids by writing "No Bid" for this option on the pricing page.</b>
4Q.	In attachment C it calls for two storage compartments. Does 2.25a.3 and 2.25.a.4 still apply in Attachment A? Wheelbase and other options like A/C sometimes limit storage compartment offerings.
4A.	<b>Yes, 2.25.a.3 &amp; 2.25.a.4. still applies to these vehicles.</b>
5Q.	Pertaining to State Spec Attachment C proposed amendment 2.25a. about two storage compartments being required for tire chains and other equipment, will there still be exceptions for when the bus has air conditioning and or larger luggage compartments that only one will be required as the current state specs allow?
5A.	<b>Yes, 2.25.a.3 &amp; 2.25.a.4. from Attachment A still applies to these vehicles.</b>
6Q.	Pertaining to proposed amendment 2.27b.5 on minimum require video equipment, will this need to be applied to the state bid prices and required to be installed by the seller prior to delivery of the bus? We still have some counties who install their own systems after the bus is delivered to them and they wish to keep it that way.
6A.	<b>No, it does not need to be applied to the state bid prices and does not need to be installed by the seller prior to delivery. Counties who chose to install their own camera systems are responsible for meeting 2.27.b.5 requirements.</b>

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ SWC2500000004**

**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 West Virginia

\_\_\_\_\_  
Company

  
\_\_\_\_\_  
Authorized Signature

11/18/24  
\_\_\_\_\_  
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](mailto:ethics@wv.gov); website: [www.ethics.wv.gov](http://www.ethics.wv.gov).*

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

(Required by W. Va. Code § 6D-1-2)

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

**Name of Contracting Business Entity:** West Virginia **Address:** 5374 William Flynn Highway

Gibsonia, PA 15044

**Name of Authorized Agent:** Jeffrey J. Pschirer **Address:** 5374 William Flynn Highway

Gibsonia, PA 15044

**Contract Number:** CRFQ SWC2500000004 **Contract Description:** School Buses

**Governmental agency awarding contract:** WV Purchasing Division

☐ ~~Check here if this is a Supplemental Disclosure~~

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

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

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

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

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

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

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

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

Jeffrey J. Pschirer  
Vice President  
School Bus Sales

Signature: [Signature]

Date Signed: 11/18/24

**Notary Verification**

State of Pennsylvania, County of Allegheny:

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

Taken, sworn to and subscribed before me this 18<sup>th</sup> day of November, 2024

[Signature]

Notary Public's Signature

**To be completed by State Agency:**

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

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

Governmental agency submitting Disclosure: Purchasing Division

Commonwealth of Pennsylvania - Notary Seal  
Jennifer A. Kraus, Notary Public  
Allegheny County  
My commission expires January 20, 2028  
Commission number 1364534

Member, Pennsylvania Association of Notaries  
Revised June 18, 2018

STATE OF WEST VIRGINIA  
Purchasing Division

## PURCHASING AFFIDAVIT

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

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

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

**DEFINITIONS:**

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

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

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

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

**WITNESS THE FOLLOWING SIGNATURE:**

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

Authorized Signature: [Signature] Jeffrey J. Pschirer Date: 11/18/24

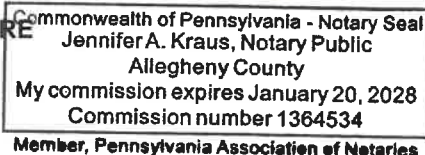
State of \_\_\_\_\_

County of Allegheny, to-wit:

Taken, subscribed, and sworn to before me this 18 day of November, 2024.

My Commission expires January 20, 2028.

AFFIX SEAL HERE



NOTARY PUBLIC

[Signature]

Purchasing Affidavit (Revised 01/19/2018)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/15/2024

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).

<b>PRODUCER</b> First National Insurance Agency LLC One North Shore Drive 12 Federal Street Pittsburgh PA 15212	<b>CONTACT NAME:</b> Kathy Barrick <b>PHONE (A/C, No, Ext):</b> 412-385-4533 <b>E-MAIL ADDRESS:</b> barrickk@fmb-corp.com <b>FAX (A/C, No):</b>																					
<b>INSURED</b> Mark Schmitt Blue Bird Bus Sales of Pittsburgh Inc.; Blue Bird Bus Sales of VA/WV Qualimark Fleet Service System Inc. 5374 William Flynn Highway Gibsonia PA 15044	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Travelers Property Casualty Co</td><td>25674</td></tr><tr><td>INSURER B:</td><td>The Travelers Indemnity Compan</td><td>25666</td></tr><tr><td>INSURER C:</td><td>The Travelers Indemnity Compan</td><td>25658</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></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 F:																						

**COVERAGES****CERTIFICATE NUMBER:** 744204901**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 CERTIFICATE 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	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	6308N948645TIL24	5/10/2024	5/10/2025	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	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Garage Liab <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	AD9N050280COF24CAG	5/10/2024	5/10/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	CUP6N5067312414	5/10/2024	5/10/2025	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 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	N / A	UB9K6689592414G	5/10/2024	5/10/2025	<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 C	Rented/Leased Equipment Open Lot-Physical Damage		6308N948645TIL24 AD9N050280COF24CAG	5/10/2024 5/10/2024	5/10/2025 5/10/2025	Limit 150,000 Blanket Limit 13,000,000 Ded. Per Vehicle 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****CANCELLATION**

State of WV

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

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## INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. **MANDATORY TERMS:** The Solicitation may contain **mandatory** provisions identified by the use of the words "**must**," "**will**," and "**shall**." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. **PRE-BID MEETING:** The item identified below shall apply to this Solicitation.

☒ A pre-bid meeting will not be held prior to bid opening

☐ A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the **mandatory** pre-bid meeting. Failure to attend the **mandatory** pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in but are charged with knowing all matters discussed at the pre-bid.

Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

**4. VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions **must be submitted on or before the date listed below and to the address listed below to be considered.** A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Submitted emails should have the solicitation number in the subject line. Question

Submission Deadline: November 06, 2024 due by 10:00am EST

Submit Questions to: Mark Atkins  
2019 Washington Street, East Charleston, WV 25305  
Fax: (304) 558-3970  
Email: [Mark.A.Atkins@wv.gov](mailto:Mark.A.Atkins@wv.gov)

**5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

**6. BID SUBMISSION:** All bids must be submitted on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, the Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. The Purchasing Division will not accept bids or modification of bids via email.

**Bids submitted in paper, facsimile, or via wvOASIS must contain a signature. Failure to submit a bid in any form without a signature will result in rejection of your bid.**

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:  
BUYER: Mark Atkins  
SOLICITATION NO.: CRFQ SWC2500000004  
BID OPENING DATE: 11/19/2024  
BID OPENING TIME: 1:30pm EST  
FAX NUMBER: 304-558-3970

Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason.

**Bid Delivery Address and Fax Number:**

Department of Administration, Purchasing Division 2019 Washington Street East  
Charleston, WV 25305-0130  
Fax: 304-558-3970

**7. BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery or via delivery by mail).

Bid Opening Date and Time: November 19, 2024 at 1:30pm EST

Bid Opening Location:  
Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

**8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgement Form. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. **ALTERNATE MODEL OR BRAND:** Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand **shall** clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items **may** be grounds for rejection of a Vendor's bid.

☐ This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

11. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6.2, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

12. **REGISTRATION:** Prior to Contract award, the apparent successful Vendor **must** be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

13. **UNIT PRICE:** Unit prices **shall** prevail in cases of a discrepancy in the Vendor's bid.

14. **PREFERENCE:** Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: [www.state.wv.us/admin/purchase/vrc/Venpref.pdf](http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf).

**15A. RECIPROCAL PREFERENCE:** The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: [www.state.wv.us/admin/purchase/vrc/Venpref.pdf](http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf).

**15. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:**

For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37 and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors.

**16. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.7.

**17. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

**18. NON-RESPONSIBLE:** The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1- 5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance.”

**19. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.6. and § 148-1-6.3.”

20. **WITH THE BID REQUIREMENTS:** In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.7. This authority does not apply to instances where state law mandates receipt with the bid.

21. **EMAIL NOTIFICATION OF AWARD:** The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor WV OASIS or the Purchasing Division's website to determine when a contract has been awarded.

22. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that **shall** form the basis of a contractual agreement. **Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid.** Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.



## **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:** The Initial Contract Term will be for a period of One (1) Year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

**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:

☐ the contract will continue for \_\_\_\_\_ years;

☐ the 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).

☐ **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.

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** Contract Term specified in \_\_\_\_\_

**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.

☐ **Construction:** This Contract is for construction activity more fully defined in the specifications.

**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 a 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 in this section must be provided to the Purchasing Division by the Vendor as specified:

☐ **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 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.

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**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. VENUE:** All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

**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 [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy).



**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 NON-CONFLICT:** Neither Vendor nor its representatives are permitted to have any interest, nor shall they 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.

**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. NO DEBT CERTIFICATION:** 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. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

**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](mailto: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 hearth, 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 disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work 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.

**46. ISRAEL BOYCOTT:** Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

**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.

(Printed Name and Title) Jeffrey J. Pschirer

(Address) 5374 William Flynn Highway, Gibsonia, PA 15044

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

(email address) jpschirer@bluebirdpgh.com

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; 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; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

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

  
(Signature of Authorized Representative)  
Jeffrey J. Pschirer Vice President School Bus Sales

(Printed Name and Title of Authorized Representative) (Date)  
(724) 898-2472 / (724) 898-2660

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

(Email Address)

## **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.

## **FEDERAL FUNDS ADDENDUM**

### **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 Non-Federal Entity. 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. 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.

**4. 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.

**5. 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."

**6. 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.

**7. 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.

**8. 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.

**9. 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.

**10. 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).

**11. 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.

**12. 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.

### **13. 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.

### **14. 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:

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: Mark Atkins

Printed Name: Jeffrey J. Pschirer

Title: Buyer Supervisor

Title: Vice President, School Bus Sales

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

Date: 11/18/24

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

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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

☒ [ X ] – Not Applicable Because Contract Not for Construction

☐ [ ] – Federal Prevailing Wage Determination on Next Page

REQUEST FOR QUOTATION  
CRFQ SWC2500000004  
SCHOOL BUSES  
(CMA SBUS25)

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Education to establish 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\_A** and used to evaluate the RFQ.
  - 2.3 **“RFQ”** means the official request for quotation published by the Purchasing Division and identified as SBUS25.
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 2025. (This location is subject to change in the year 2026). When such dealership location is visited by WVDE Executive Director, or its representative and the designated inspector, a factory representative must be present during the rest of the pilot inspection to offer answers and clarification to questions and any concerns that may be brought up during the inspection.

**REQUEST FOR QUOTATION  
CRFQ SWC2500000004  
SCHOOL BUSES  
(CMA SBUS25)**

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**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:

**3.1.4.1.1 WEST VIRGINIA MINIMUM REQUIREMENTS FOR DESIGN AND EQUIPMENT OF SCHOOL BUSES REGULATIONS, PROCEDURES, AND SPECIFICATIONS FOR THE DESIGN AND EQUIPMENT OF SCHOOL BUSES (see Attachment\_A).**

**3.1.4.1.2 WEST VIRGINIA MINIMUM, REQUIERMENTS FOR DESIGN AND EQUIPMENT OF ELECTRIC SCHOOL BUSES (see Attachment\_B).**

**3.1.4.1.3 AND the Attachment\_C (to amend the Attachment\_A and Attachment\_B).**

**3.1.4.2 ADDITIONAL REQUIREMENTS FOR SCHOOL YEAR 2024-2025:**

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

REQUEST FOR QUOTATION  
CRFQ SWC2500000004  
SCHOOL BUSES  
(CMA SBUS25)

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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 multiple 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" (see **Attachment\_A, Attachment\_B and Attachment\_C**). 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 the pricing pages. Vendor should complete the Pricing Section in their entirety as failure to do so may result in Vendor's bids being disqualified.

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

- 4.3** Vendors who wish to respond to the Request of Quotation (CRFQ) online may submit information through the State's WVOASIS Vendor Self Service (VSS). Vendors should download the **EXHIBIT\_A – SBUS25 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\_A – SBUS25 Pricing Pages** with your bid prior to the scheduled bid opening and time.

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



REQUEST FOR QUOTATION  
CRFQ SWC2500000004  
SCHOOL BUSES  
(CMA SBUS25)

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**5. ORDERING AND PAYMENT:**

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

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

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

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

West Virginia Minimum Requirements for Design and Equipment of School Buses, 2020 Revision may be obtained from:

WVDE, Purchasing Section  
Office of Internal Operations  
WV Department of Education  
1900 Kanawha Blvd., Bldg. 6, Room 700  
Charleston, WV 25305  
Phone - (304) 558-2686

**6. DELIVERY AND RETURN:**

**6.1 Delivery Time:** Vendor shall deliver standard orders within 365 calendar days after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

**6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause

REQUEST FOR QUOTATION  
CRFQ SWC2500000004  
SCHOOL BUSES  
(CMA SBUS25)

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harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

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

- 6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 6.4 Return of Unacceptable Items:** If the Agency deems the Desired Items to be unacceptable, the Desired Items shall be returned to Vendor at Vendor's expense and with no restocking charge. The vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

**7. MISCELLANEOUS:**

- 7.1 No Substitutions:** Vendor shall supply only Desired Items submitted in response to the RFQ. Vendor shall not supply substitute items without Purchasing Division approval.
- 7.2 Vendor Supply:** Vendor must carry sufficient inventory of the Desired Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Desired Items contained in its bid response.

REQUEST FOR QUOTATION  
CRFQ SWC2500000004  
SCHOOL BUSES  
(CMA SBUS25)

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- 7.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 7.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract.

**Contract Manager:** Jeffrey J. Pschirer

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

**Vendor's FEIN:** 25-1228073

**Vendor's Address:** 5374 William Flynn Highway  
Gibsonia, PA 15044

**Telephone Number:** (724) 898-2472

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

**Email Address:** jpschirer@bluebirdpgh.com

BLUE BIRD  
**VISION**  
GAS



# LOW ACQUISITION COST LEADER

- The Blue Bird Vision provides improved emissions reduction compared to the diesel counterparts at an affordable cost.

Built to be cost-effective now and down the road, the Vision Gasoline offers the lowest acquisition cost among the many fuel types. Blue Bird, Ford®, and ROUSH® CleanTech have come together to deliver a proven powertrain that is optimized for the school bus industry and is available exclusively from Blue Bird. Our Vision Gasoline bus comes with Blue Bird's unwavering commitment to passenger safety, durability, service, and support.



THE PROVEN  
**Ford 7.3L  
V8 Engine**

**ROUSH®**  
CLEANTECH





## Committed to Safety

Our Vision Gasoline buses are equipped with built-in features that ensure the safety of passengers, including fuel tanks that are positioned between our robust frame rails. As with newer passenger vehicles, the in-tank fuel pump is electronically controlled to deliver only the amount of fuel required by the engine; no fuel is returned from the engine to the storage tank. The fuel lines are insulated from static electricity and are made from low vapor-permeable materials to comply with EPA emissions standards. As with all liquid-fueled Blue Bird buses, our gasoline fuel system has been tested to comply with Federal Motor Vehicle Safety Standards for system integrity.

# REASONS TO CHOOSE **BLUE BIRD VISION GASOLINE**

## Cold Weather Startup

Blue Bird's Gasoline Vision has an impressive cold weather startup, even when temperatures reach as low as -20° Fahrenheit—no need to pre-heat the engine.

## Fuel Availability

Gasoline is the most readily available fuel type in the U.S. and Canada.

## More Mechanics

It is easier to find mechanics trained to work on gasoline engines, making this bus easy to integrate into your fleet.

## Low-Cost Maintenance

Smooth, quiet engine operation, no costly after-treatment, and easily accessible and affordable parts simplify the maintenance process of your fleet, saving you time and money.

## A Proven Powertrain

Blue Bird partners with Ford, offering the pairing of their 7.3L "Godzilla" V8 engine with the reliable 6R140 Ford transmission. Launched in 2020, the Godzilla V8 offers improved fuel economy to meet ever-increasing emissions standards. Like all gasoline engines, the Ford V8 eliminates:

- Diesel Exhaust Fluid (DEF)
- Diesel Particulate Filter (DPF)
- Regeneration

Plus, it comes standard with a 5-year, unlimited mile warranty on the engine, transmission, and entire fuel system. With Ford's high-power overhead-valve V8 engine, you can rely on the powertrain of the Blue Bird Vision Gasoline bus








WHAT MAKES  
BLUE BIRD

**THE  
BEST  
BUS?**

**Safety is  
Always**

**#1**





## Transporting the world's most precious cargo since 1927

At Blue Bird, added safety is not an option. It is a standard. All Blue Bird buses meet and exceed US Federal Motor Vehicle Safety Standards and Canada Motor Vehicle Safety Standards.

**We offer the only school bus that comes standard with all of these certifications:**



Colorado Rack Test



Kentucky Pole Test

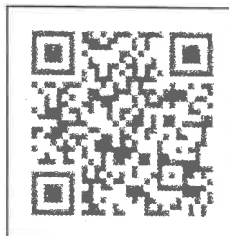


Electronic Stability Control



Rear Backup Camera

Check how our Electronic Stability Control Works!



## What are the Colorado Rack Test and the Kentucky Pole Test?

**The Colorado Rack Test** verifies the structural integrity and crashworthiness of school bus designs. The test simulates a rollover crash by applying a constant load along the full length of the bus body, verifying that all pushout windows and emergency exits will be fully functional after an accident. Blue Bird feels it is essential that our buses are constructed to meet Colorado Rack test standards, ensuring safe exit in the event of a rollover crash.

**The Kentucky Pole Test** is designed to verify that the interior panels above the windows do not separate and expose sharp edges in the event of a crash. The test involves a rollover simulation in which the bus strikes a pole-like object, which forces the roof to bend into the passenger compartment. Standards require that separation of body panels must not occur when the roof bends between 8-10 inches.

# THE BLUE BIRD VISION GASOLINE: **THE LOW ACQUISITION COST LEADER**

■ An affordable option in our best-selling Vision bus series, the Blue Bird Vision Gasoline bus is a viable diesel alternative.

They are built to give you instant savings from the start—and down the road—since our gasoline buses do not require thousands of dollars of additional equipment to run clean and cost less to maintain. A low up-front cost, reduction in parts, and greater availability of gasoline mechanics make it easier and less expensive to maintain your fleet with the Blue Bird Vision Gasoline bus.







# WHAT ARE PEOPLE SAYING **ABOUT GASOLINE?**

“

The Blue Bird Vision Gasoline has offered us a more eco-friendly bus, with easier and more cost-effective maintenance as well as a quiet and pleasurable drive. Our mechanics love the Blue Bird Vision Gasoline buses. We have not encountered any issues, and it's a cost savings for our preventive maintenance.

Brian Gibson, Director of Transportation  
New Braunfels Independent School District, TX

“

Our transportation department is always assessing our operations in an effort to identify ways in which we can incrementally improve. The decision to purchase gasoline buses was based on the cost savings they offer, the fact that they can be more easily maintained, and the opportunity to be more environmentally friendly.

John Grubbs, Transportation Director  
Fredrick County Public Schools, VA



## Vision Gasoline Technical Specifications

### Capacity

Multiple floor plans available with passenger seating up to 83

### Exterior Width

96"

### Interior Width

90 <sup>3</sup>/<sub>4</sub>"

### Aisle Width

Varies by Floor plan

### Skirt Length

16 <sup>1</sup>/<sub>4</sub>", 19 <sup>3</sup>/<sub>4</sub>", 25 <sup>3</sup>/<sub>4</sub>"

### Wheelbase

169"/189"/217"/238"/252"/273"/280"

### Overall Height

121"-128" excluding roof options

### Interior Height

77"

### Front Axle

Rating varies by capacity

### Rear Axle

Rear axle with hypoid, single reduction gears with a broad range of ratios available to optimize powertrain performance (rating varies by capacity).

### Suspension

Soft ride front leaf spring suspension (rating varies by capacity); two-stage steel leaf rear spring suspension system; air suspension available.

### Wheel Cut

50°

### GVWR

Up to 33,000 lbs.

### Steering

Tilt & telescoping steering column

### Engine Calibration

EconoShift™ and PowerShift™

### Alternator

210, 240, 280, and 325 amps with 12 volts

### Tire Size

11R22.5, all-position radials

### Engine

Ford® 7.3L with Gasoline Fuel 335hp

### Brakes

4-wheel hydraulic disc brakes  
4-channel anti-lock brake system  
drum and air disc brakes available

### Overhang

45" front overhang with standard bumper. Rear overhang varies length/wheelbase.

### Rear Door

37" wide x 52" high

### Entrance Door

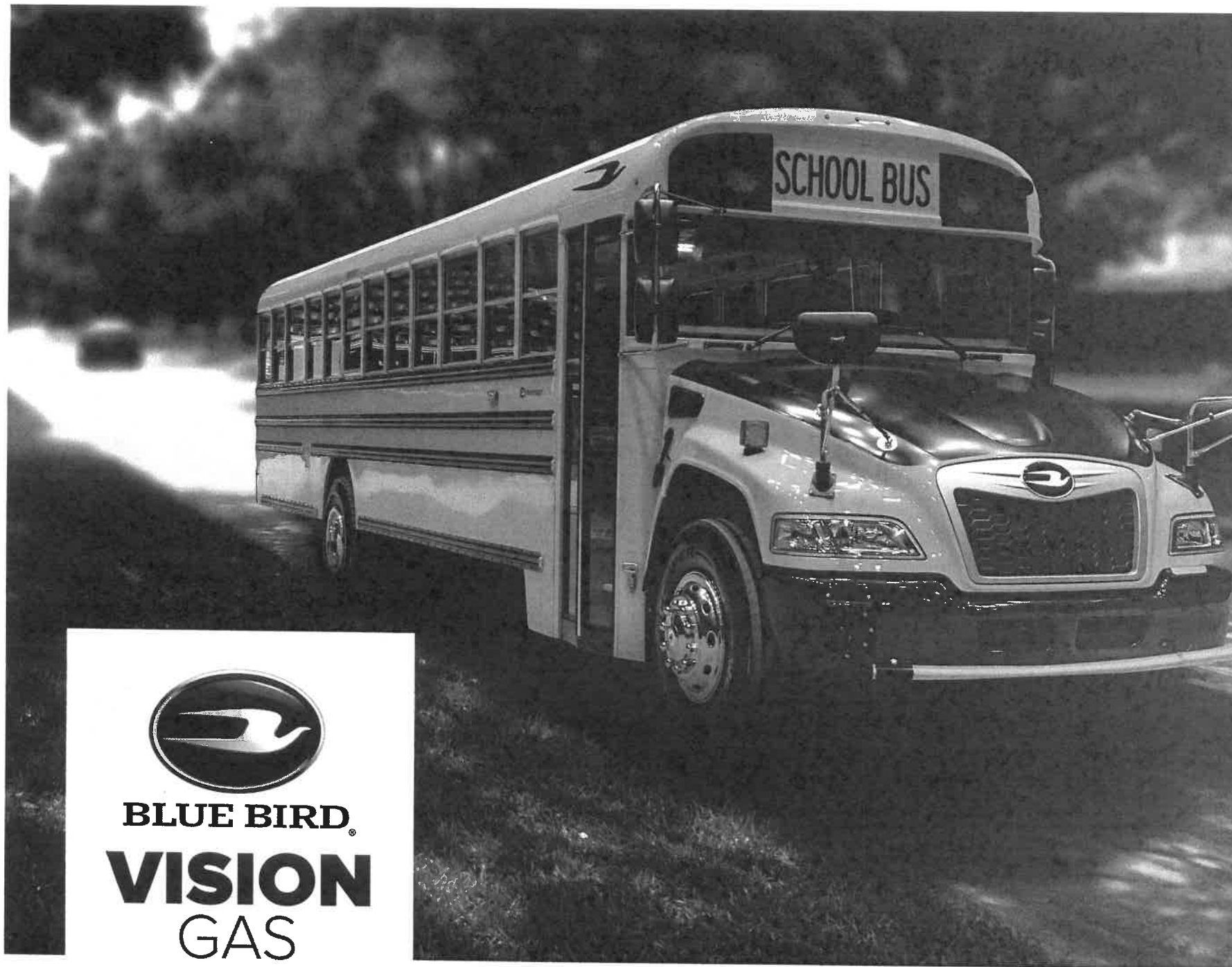
27" wide x 78" high, double end outward opening

### Transmission

Ford® 6R140 – 6-speed automatic

### Fuel Tank

Standard 60-gallon; optional 110-gallon located between frame rails in front overhang



  
**BLUE BIRD<sup>®</sup>**  
**VISION**  
**GAS**

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BLUE BIRD  
**VISION**  
PROPANE





# RELIABLE TECHNOLOGY

■ Blue Bird's commitment to alternative fuel safety and innovation has been steadfast since the introduction of our first generation of propane-powered buses in 1993.

Now on our fifth generation, we continue to improve and introduce innovations that lead the market with our proven partnership with ROUSH CleanTech and Ford.

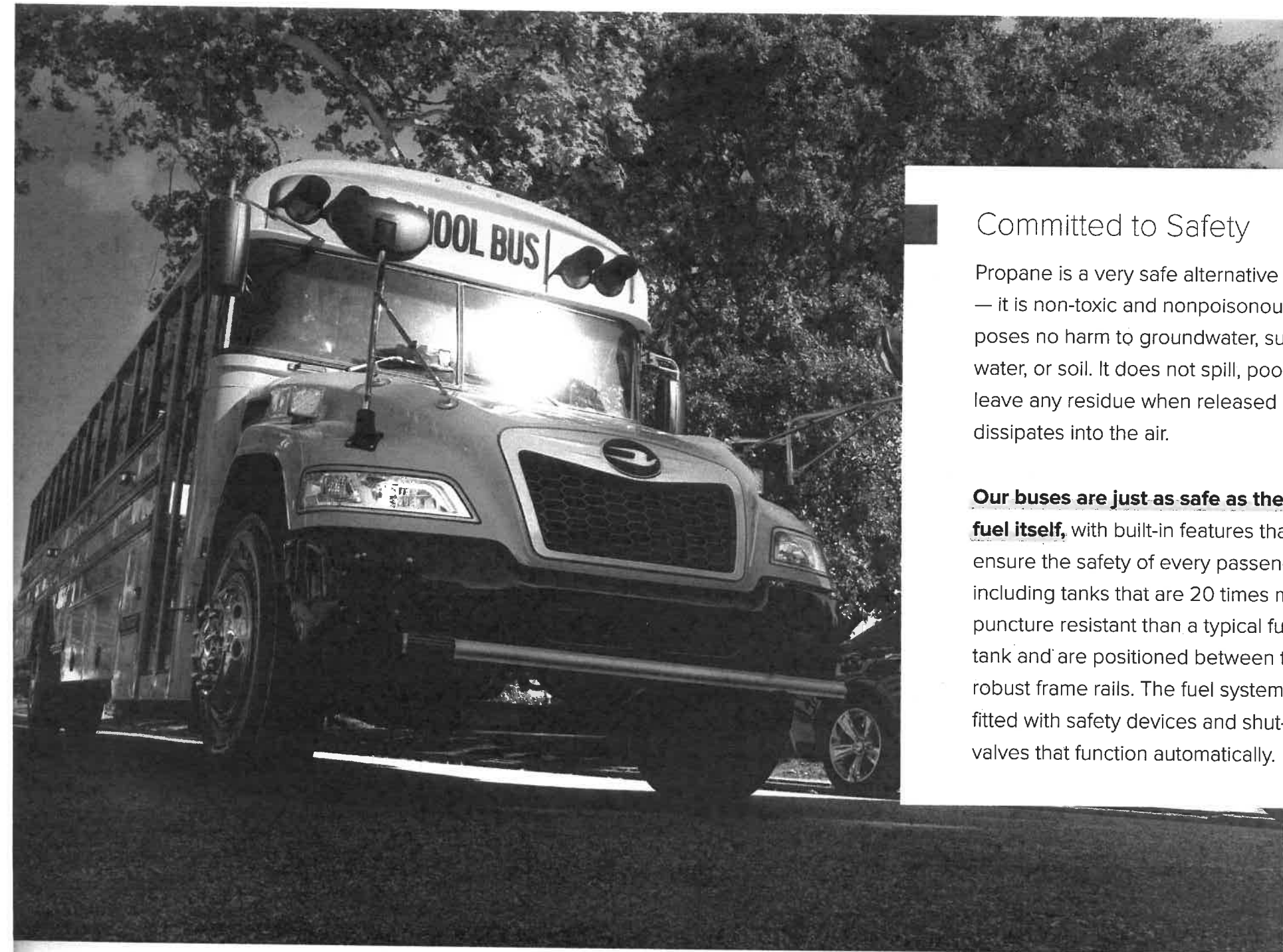
Each Blue Bird Vision Propane school bus comes equipped with a 7.3L V8 Ford engine and ROUSH CleanTech propane fuel system. Ford's 335-horsepower 7.3L engine is compact, powerful, and easy to maintain. This bus retains equivalent horsepower, torque, towing capacity, and warranty coverage as its gas and diesel counterparts. Blue Bird has Built and Sold Over 20,000 Vision Propane Buses.



THE PROVEN  
**Ford 7.3L**  
**V8 Engine**

**ROUSH**  
CLEANTECH





## Committed to Safety

Propane is a very safe alternative fuel — it is non-toxic and nonpoisonous and poses no harm to groundwater, surface water, or soil. It does not spill, pool, or leave any residue when released but dissipates into the air.

**Our buses are just as safe as the fuel itself,** with built-in features that ensure the safety of every passenger, including tanks that are 20 times more puncture resistant than a typical fuel tank and are positioned between the robust frame rails. The fuel system is fitted with safety devices and shut-off valves that function automatically.



# THE TOTAL COST OF **OWNERSHIP SOLUTION**

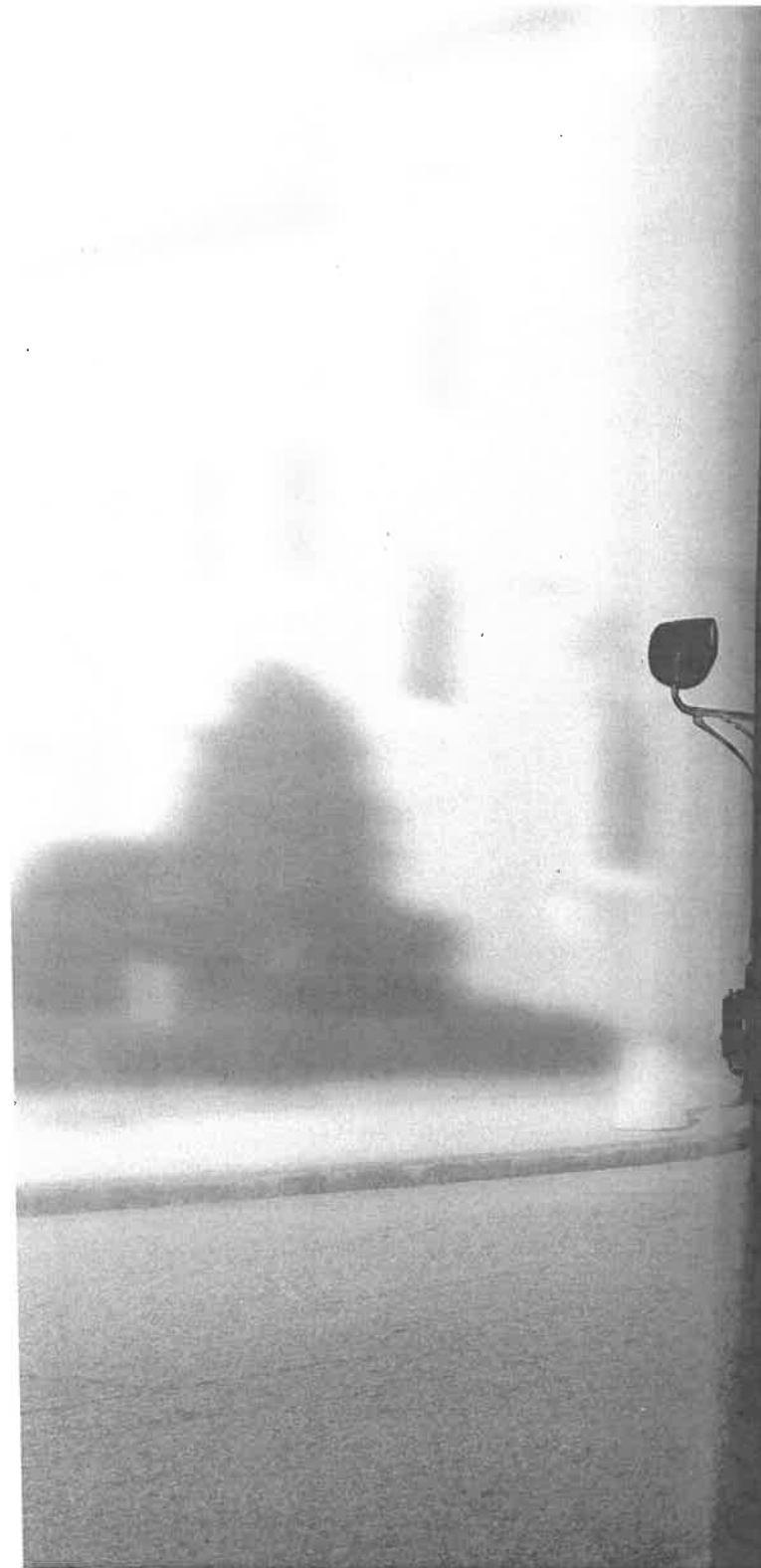
■ When configuring a bus, one should consider the total cost it will take to operate and fuel the vehicle throughout its lifetime. **The total cost of ownership (TCO) for propane buses is the lowest of any fuel type** because the fuel is produced domestically, bringing it to a lower cost than typical oil-based fuels. There are also fewer parts to maintain, which lowers the overall cost of maintenance. That's why Blue Bird has developed a (TCO) calculator to show you the savings.

This calculator helps you determine which fuel type will be less expensive to maintain over the course of its running lifetime. Most often, propane is the clear winner for providing the lowest TCO of any fuel type.



**Calculate your Total Cost of Ownership:**

[www.roushcleantech.com/school-bus-calculator/](http://www.roushcleantech.com/school-bus-calculator/)





## Affordable Infrastructure

The infrastructure for propane is affordable and scalable. Propane pumps operate similarly to diesel and gasoline, making them easy for anyone to use. Many times, your local propane provider will install a fueling station on site for low or no cost with a long-term propane contract. If an on-site fueling station isn't an option, there are thousands of propane autogas fueling stations in the U.S., with stations in every state.

## Low-Emissions Engine

Buses that run on propane emit fewer greenhouse gases and total hydrocarbon emissions and virtually eliminate particulate matter. The 7.3L Ford engine, paired with the ROUSH CleanTech fuel system, is certified to the standard low NOx level of 0.02 g/bhp-hr, making it 90% cleaner than EPA's most stringent heavy-duty engine standard. In fact, it takes 10 Blue Bird Vision Propane buses to emit as much NOx as one clean-diesel bus.





WHAT MAKES  
BLUE BIRD

**THE  
BEST  
BUS?**

**Safety is  
Always**

**#1**



## Transporting the world's most precious cargo since 1927

At Blue Bird, added safety is not an option. It is a standard. All Blue Bird buses meet and exceed U.S. Federal Motor Vehicle Safety Standards and Canada Motor Vehicle Safety Standards.

**We offer the only school bus that comes standard with all of these certifications:**



Colorado Rack Test



Kentucky Pole Test



Electronic Stability Control



Rear Backup Camera

**Check how our Electronic Stability Control Works!**



## What is the Colorado Rack Test and the Kentucky Pole Test?

**The Colorado Rack test** verifies the structural integrity and crashworthiness of school bus designs. The test simulates a rollover crash by applying a constant load along the full length of the bus body. This ensures that all pushout windows and emergency exits will be fully functional after an accident occurs. Blue Bird feels it is essential that our buses are constructed to meet the Colorado Rack test standards, ensuring safe exit in the event of a rollover crash.

**The Kentucky Pole test** is designed to verify that the interior panels above the window will not separate and expose sharp edges in the event of a crash. The test involves a rollover simulation in which the bus strikes a pole-like object, which forces the roof to bend into the passenger compartment. Standards require that separation of body panels must not occur when the roof bends between 8-10 inches.





# THE BLUE BIRD VISION PROPANE: **THE MOST POPULAR ALTERNATIVE FUEL SCHOOL BUS**

■ With over 20,000 sold, Blue Bird's 5th Generation Vision Propane bus is engineered to deliver fuel and maintenance cost-saving results, as well as offering drivers a pleasant riding and operating experience.

Powered by the reliable Ford 7.3L engine, this bus is designed and engineered to operate on propane featuring the ROUSH CleanTech Propane Fuel System. As many satisfied customers can affirm, Blue Bird propane buses provide safe, clean, and reliable transportation without an expensive investment. If you haven't yet experienced the Blue Bird Vision Propane bus, be sure to contact your local dealer for a test drive today!







# WHAT ARE PEOPLE SAYING **ABOUT PROPANE?**

“

The biggest thing we have noticed is that the clean operation of the propane buses has reduced the emissions in our garage and around our schools. There is far less crude build-up on our computer screens inside of our maintenance bays, which is obviously a plus for our lungs.

Barry Byran, Director of Transportation Bradford Area School District  
Bradford, Pennsylvania

“

It's imperative that our school buses maintain their power on hills. We weren't willing to compromise performance. We've found that our propane buses have more power than diesel buses, giving our drivers confidence.

Lloyd L. Peck, Ed.D., Superintendent of Schools Chenango Forks Central School  
District Binghamton, NY

“

The infrastructure we thought we'd have to pay for. But, we found that the [propane provider] takes most of the cost in.

John Benish, Jr., CEO  
Cook-Illinois Corporation Chicago, Illinois



# Vision Propane Technical Specifications

## Capacity

Multiple floor plans available with passenger seating up to 83

## Exterior Width

96"

## Interior Width

90 <sup>3</sup>/<sub>4</sub>"

## Aisle Width

Varies by Floor plan

## Skirt Length

16 <sup>1</sup>/<sub>4</sub>", 19 <sup>3</sup>/<sub>4</sub>", 25 <sup>3</sup>/<sub>4</sub>"

## Wheelbase

169" / 189" / 217" / 238" / 252" / 273" / 280"

## Overall Height

121"-128" excluding roof options

## Interior Height

77"

## Front Axle

Rating varies by capacity

## Rear Axle

Rear axle with hypoid, single reduction gears with broad range of ratios available to optimize powertrain performance (rating varies by capacity)

## Suspension

Soft ride front leaf spring suspension (Rating varies by capacity); Two-stage steel leaf rear spring suspension system; Air Suspension available

## Wheel Cut

50°

## GVWR

Up to 33,000 lbs.

## Steering

Tilt & telescoping steering column

## Engine Calibration

EconoShift™ and PowerShift™

## Alternator

210, 240, 280, and 325 amps with 12 volts

## Tire Size

11R22.5, all-position radials

## Engine

Ford® 7.3L with ROUSH CleanTech Liquid Propane Autogas Fuel System, 335 hp

## Brakes

4-wheel hydraulic disc brakes with 4-channel anti-lock brake system; Air drum and air disc brakes available

## Overhang

45" front overhang with standard steel bumper. Rear overhang varies by body length/ wheelbase

## Rear Door

37" wide x 52" high

## Entrance Door

27" wide x 78" high/double electric outward opening

## Transmission

Ford® 6R140 - 6 speed automatic

## Fuel Tank

Standard (usable) 67-gallon; optional 93-gallon located between frame rails in rear overhang, 47-gallon for 169" wheelbase



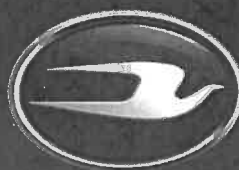


**BLUE BIRD®**  
**VISION**  
**PROPANE**

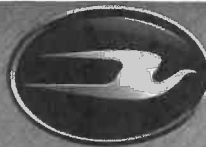
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# BLUE BIRD ALL AMERICAN



**BLUE BIRD®**



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.

# Building a BETTER BUS

## NextGen Seating



**BLUE BIRD.**  
NEXTGEN SEAT

**Convertible seating has never been this easy - or this comfortable.**

Now there is no need to completely remove the entire seat when you want to change the seating configuration. With Blue Bird's NextGen Seat, simply remove four bolts from the base of the seat cushion and reinstall the new seat that you want - it's really that simple! Mix-and-match your seats as you need them, making your bus fleet more versatile without the need to spend large amounts of time or money.



**Lap Belt Ready  
(LBR)**



**3-Point Belts  
(3PT)**



**Child Restraint  
(CR)**



### COMFORTABLE

The recessed back pad gives passengers improved knee clearance, and the integrated head rest and built-in lumbar support sets a new standard in student seating comfort.

### INNOVATIVE

A first in the Industry, the bottom cushion tilts up allowing for unprecedented access between seats as well as ease of cleaning.

### CONVERTIBLE

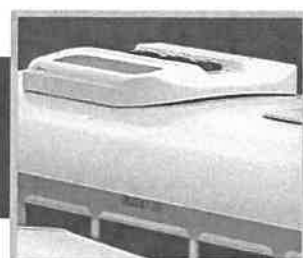
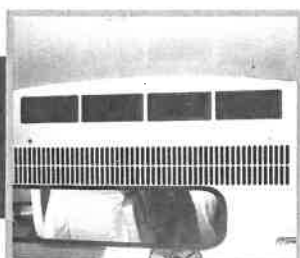
Easily converts from one seat type to another by simply removing and reinstalling 4 bolts. Available in lap-belt ready, 3-point seat belt, child restraint and 3-point child restraint.

## OEM Installed Air Conditioning



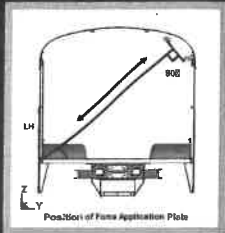
**BLUE BIRD.**  
AIR CONDITIONING

Aftermarket installation can interfere with the structural design of the bus body, as well as put additional stress on critical engine, chassis and electrical systems. This OEM installation creates less maintenance for you, due to the frame-mount installation of the condensers during chassis assembly, EZ clip connectors which provide a no-leak hose to connector securement, and more. Contact your local dealer today to learn more about Blue Bird's OEM air conditioning option!



# #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.





# Intuitive SERVICEABILITY

The Blue Bird All American was designed with ease of serviceability in mind. The All American improves a service technician's accessibility and speed for performing routine maintenance and repairs. Blue Bird also took it a step further by designing our All American and Vision buses to include parts commonality. All of these combined variables further reduce your total cost of ownership. Top it off with Blue Bird's superior technical training programs, and you have a winning combination.



## Enhanced Front Service Door

The forward engine grille panel can be removed without tools for easier maintenance and service access.



## Enhanced Rear Service Door

Specifically designed to provide an easier open and close experience, the RE service door now has hinges located at the top of the door.



## All American Body Electrical

Body electrical wires are color and continuously number coded for ease of service.



## Spacious Engine Compartment

Intuitive routing of exhaust and cooling system components, with increased engine compartment space, allows for easy access to perform engine maintenance.



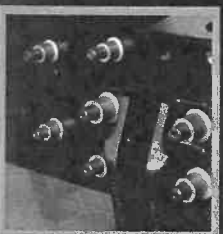
## Chassis Electrical

Powertrain fuses and relays are easy to access, and are housed in a weather-proof "power distribution" terminal.



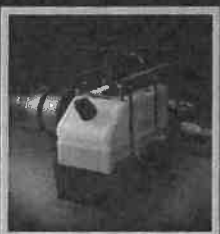
## Proven Body Design

The Blue Bird All American has parts commonality with the Blue Bird Vision, resulting in a reduction in parts and service complexity.



## Zero-Maintenance Fasteners

Blue Bird's Huck-Spin® fasteners will never require re-torquing throughout the life of the vehicle. This is just one more way Blue Bird helps reduce standard maintenance.



## Industry's Largest DEF Tank

Our standard 15-gallon diesel exhaust fluid (DEF) tank is the industry's largest DEF tank offered. Refills are strategically timed with regular inspection intervals.



## Factory Trained Technicians

Blue Bird maintains a tradition of leading the school bus industry in both quantity and quality of technical training offered to our customers.



## Expansive Dealer & Service Network

Over 335 dealerships and affiliated vehicle service centers are available throughout North America.



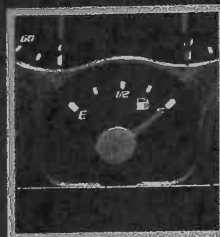
# Dedication to **QUALITY & DURABILITY**

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.



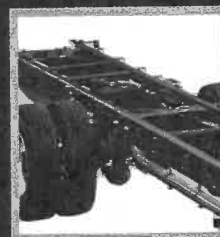
## **Robust Steel Bumpers**

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



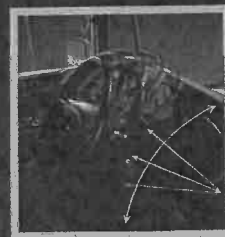
## **Improved Window Seals**

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.

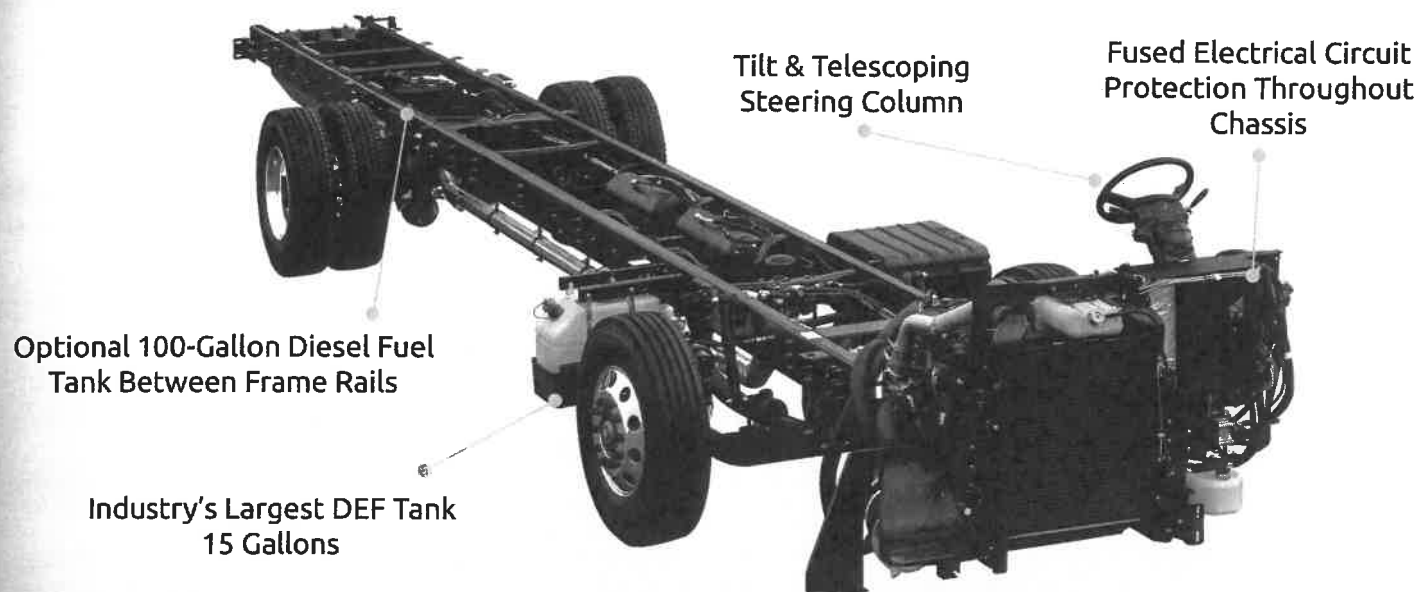


Exclusive

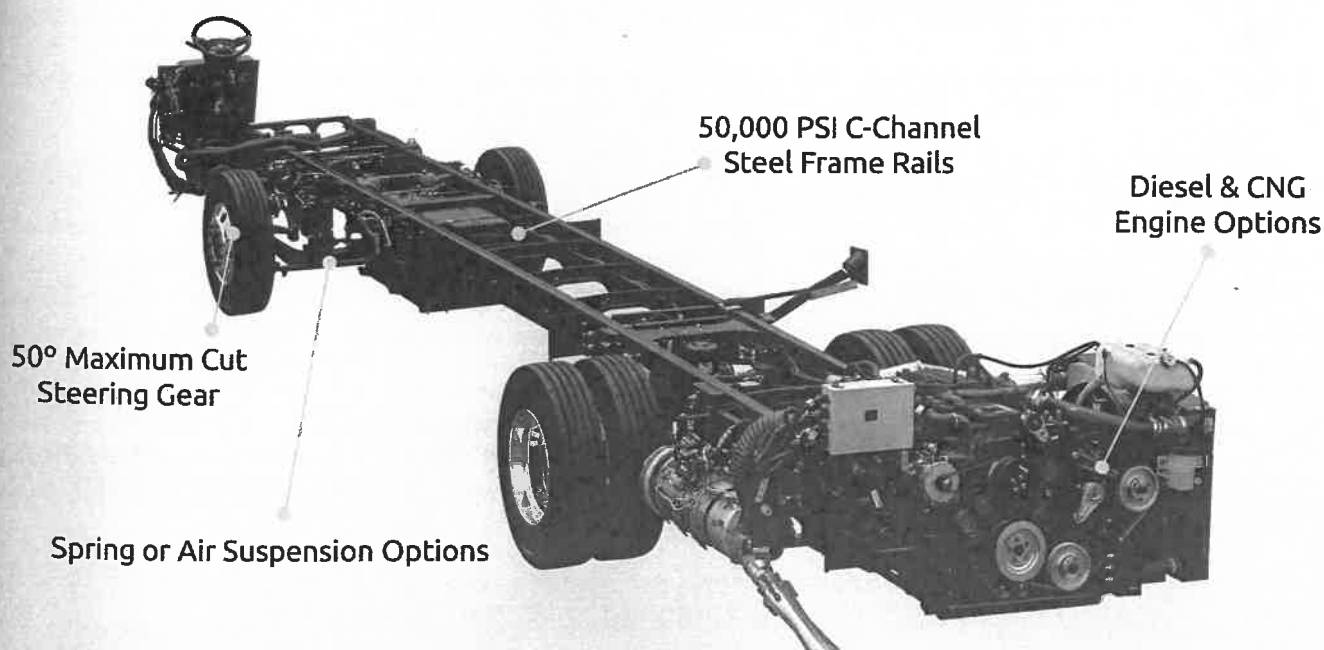
# PURPOSE-BUILT CHASSIS

Blue Bird's exclusive purpose-built chassis, specifically designed for bus applications, blends over 90 years of our finest innovation with unmatched value. From our all-steel frame rails to our enhanced overall serviceability and student capacity, our purpose-built chassis is a hallmark of our commitment to deliver the industry's most durable buses.

## FORWARD ENGINE ALL AMERICAN CHASSIS



## REAR ENGINE ALL AMERICAN CHASSIS



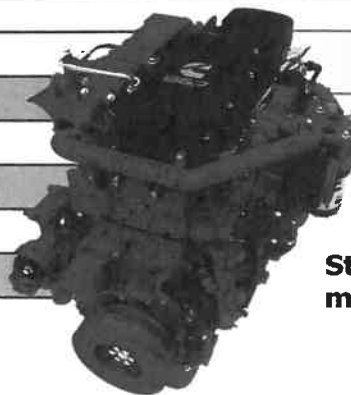
Durable

# 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.

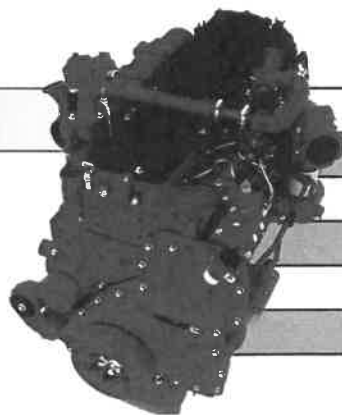
<b>Horsepower</b>	200-300 hp
<b>Peak Torque</b>	520-660 lb-ft
<b>Governed Speed</b>	2600 rpm
<b>Number of Cylinders</b>	6
<b>System Weight</b>	1,150 lbs
<b>Aftertreatment System</b>	145 lbs



**Cummins B6.7**

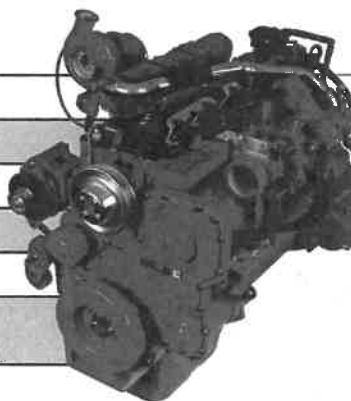
**Standard 5-year, 100,000-mile coverage by Cummins.**

**Cummins L9**



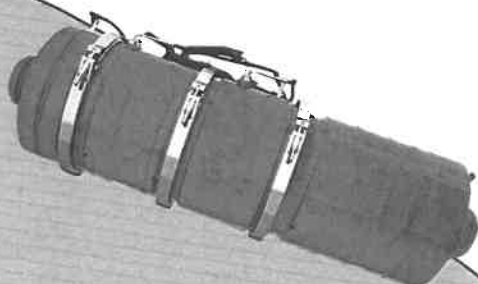
<b>Horsepower</b>	260-300 hp
<b>Peak Torque</b>	720-860 lb-ft
<b>Governed Speed</b>	2200 rpm
<b>Number of Cylinders</b>	6
<b>System Weight</b>	1625 lbs
<b>Aftertreatment System</b>	147 lbs

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



**Cummins ISL-G**

## Proven SCR Technology - Single Can Design

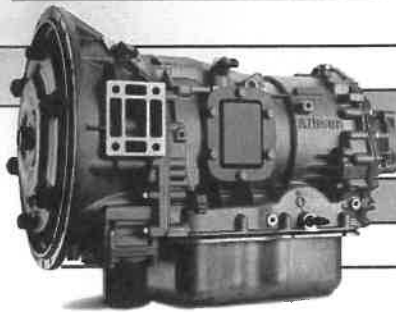


The next-generation system delivers a smaller, more compact solution, with reductions of up to 70 percent in space claim and 30 percent in weight compared to current combined Diesel Particulate Filter (DPF) and Selective Catalytic Reduction (SCR) systems in comparable markets.

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.

# ALLISON® PUPIL TRANSPORT SERIES™

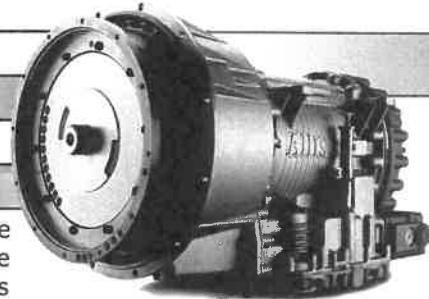
Allison® transmissions provide customers with dependable and durable products that are easy and cost-effective to maintain year after year. With over 400,000 Allison equipped school buses, not only are you choosing the industry leader, you are choosing the transmission that has been proven for decades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



**2000 PTS**

<b>Torque</b>	Up to 660 lb-ft
<b>Operating Weight GVW</b>	33,000 lbs
<b>Dry Weight</b>	323 lbs
<b>Oil Capacity</b>	Approx. 13.7 quarts
<b>Compatible With</b>	Cummins® B6.7

<b>Torque</b>	Up to 950 lb-ft
<b>Operating Weight GVW</b>	36,200 lbs
<b>Dry Weight</b>	535 lbs
<b>Oil Capacity</b>	Approx. 29 quarts
<b>Compatible With</b>	Cummins® B6.7 Diesel Engine Cummins® L9 Diesel Engine Cummins® ISL-G Natural Gas



**3000 PTS**

## FUELSENSE® 2.0

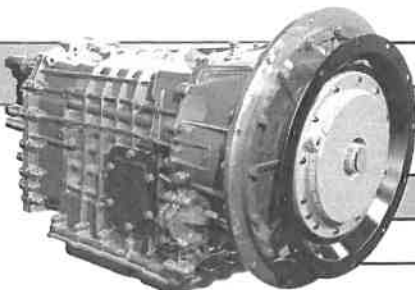
with DynActive™ Shifting

**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.

<b>FuelSense 2.0</b> with DynActive Shifting	<b>FuelSense 2.0 Plus</b> with DynActive Shifting	<b>FuelSense 2.0 Max</b> 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

# EATON® PROCISION™

The Procision dual-clutch automatic transmission, currently offered on the All American FE, offers great low-speed maneuverability and fuel economy. It's exclusive Hill Helper and Creep Mode features give you more options while driving your All American bus. With a fluid change interval of **10 years, 150,000 miles**, it is possible that **you may never have to service a Procision transmission\***. Plus, the Procision comes with a **standard 5-year, unlimited-mile warranty**, giving you peace-of-mind.



**Procision**

<b>Torque</b>	Up to 660 lb-ft
<b>Operating Weight GVW</b>	35,000 lbs
<b>Dry Weight</b>	364 lbs
<b>Oil Capacity</b>	Approx. 12.6 quarts
<b>Compatible With</b>	Cummins® B6.7 Diesel Engine

\*Depending on the user's duty cycles.



# All American SPECIFICATIONS

## All American RE Diesel



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

## All American FE Diesel



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

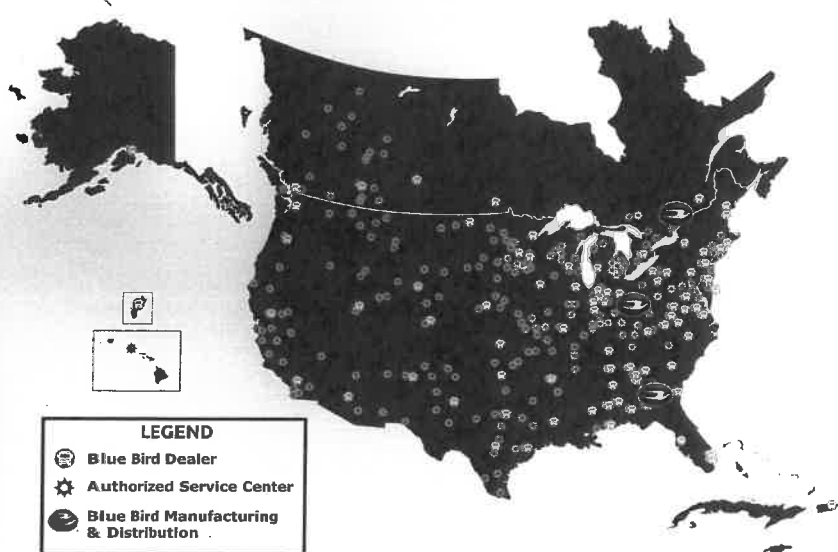
## All American RE CNG



<b>OVERHANG</b>	Front: 95" with standard steel bumper Rear: 122" with standard steel bumper	<b>FUEL CAPACITY</b>	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
<b>ENGINE</b>	Cummins® ISL-G, 250-280 hp		
<b>TRANSMISSION</b>	Allison® 3000 PTS - 5 speed automatic		
<b>BRAKES</b>	Air drum and air disc brakes available 4-channel antilock brake system	<b>WHEELBASE</b>	189" / 217" / 245" / 259" / 273"



# Industry-Defining SERVICE AND PARTS



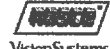
## Get Service When You Need It

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.

## Access Important Documents Online

Access the current Driver Handbook, Service Manual and other technical references online at Blue Bird Vantage™—our online portal! You can access the website at:

***vantage.blue-bird.com***

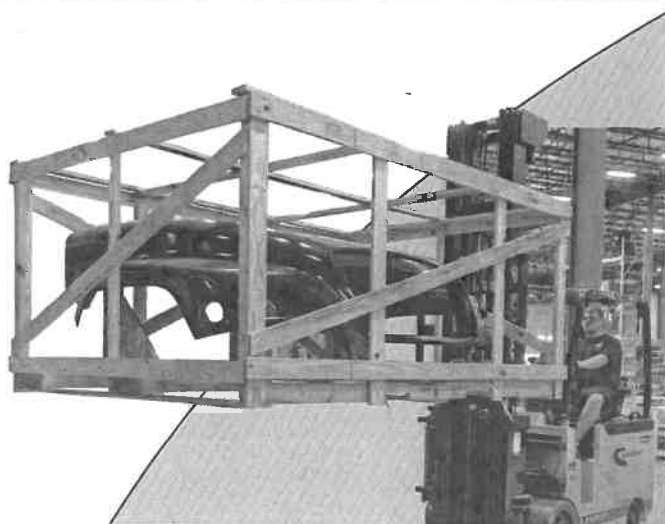


## Top-Quality Parts

Blue Bird's extensive selection of top-quality parts is a foundational element of our promise to deliver exceptional quality, reliability and convenience to our customers. Blue Bird stocks the parts you need with the leading component brands you trust at industry-competitive prices.

## Well-Stocked Inventory

Our centrally located parts distribution center boasts 1.3 million cubic feet of clean, orderly, highly automated space with over 20,000 part numbers to quickly fulfill your parts needs. Contact your local Blue Bird dealer to get the parts you need, when you need them.





## 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!



Specifications, features, illustrations and equipment shown in this brochure are based upon the latest available information at the time of printing. Although descriptions are believed to be correct, accuracy cannot be guaranteed. Blue Bird Body Company reserves the right to make changes at any time without notice. Some features mentioned herein are not available in all models. Please see your Blue Bird Dealer for details. Blue Bird Body Company does not represent or warrant that its products are fit for a particular purpose. Purchaser must independently determine the suitability of the Blue Bird products for their particular application. All images contained herein are either owned by Blue Bird Body Company or used under a valid license. All trademarks used herein are registered trademarks of Blue Bird Body Company. It is a violation of federal law to reproduce these images without express written permission from Blue Bird Body Company. SB-AABROCHURE-0618© 2018 Blue Bird Corporation



BLUE BIRD

# DRIVING THE FUTURE

• Blue Bird Electric School Buses



# THE BRAND YOU TRUST. INNOVATION YOU EXPECT.

Blue Bird is an iconic  
American brand for a reason.

*Since our founding in 1927, we've sold more than  
550,000 school buses and still have 180,000 buses in  
operation today.*

*With our strong foundation of excellence, Blue Bird  
continues to lead the way with innovative electric  
school bus designs.*



On average,  
**EV buses save  
35 cents per mile**  
compared to traditional  
diesel buses.



## Designing the Bus of the Future

Blue Bird's visionary engineering team always pushes the boundaries of possibility, being the first to market electric school buses in 1994. With our extensive experience designing electric buses, we've now created some of the most practical and affordable electric-powered school buses available on the market.

### Zero Emissions

Blue Bird's electric school buses produce zero emissions, ensuring an even cleaner and healthier environment for our children and our planet.

### Quiet Operation

Our electric buses are exceptionally quiet, allowing drivers to hear passengers better and concentrate on the road ahead. When driven under 20 mph, a sound generator is enabled to alert pedestrians of the vehicle.

### V2G Technology

V2G creates opportunities for energy companies to "buy back" stored energy that the buses hold after a charge and charge at off-peak times when power is less expensive.

### Affordability

Financial assistance from public and private grants can help you add electric buses to your fleet. Plus, the long-term maintenance and fuel savings will give you a great return on your investment.



# THE ELECTRIC BUS YOU'VE BEEN WAITING FOR



*Blue Bird's electric school buses are designed with urban and rural routes in mind. Our buses can travel up to 120 miles on a single charge, depending on terrain, HVAC usage, and driving habits.*



## Save on Costs with Regenerative Braking

To activate Blue Bird's regenerative braking feature, all you have to do is remove your foot from the accelerator.

When activated, the electric motor acts as a generator to put energy back into the batteries and also slows the bus down. Since regenerative braking slows the vehicle, the brake pads and rotors are used much less frequently.

As a result, brakes and rotors typically last much longer between servicing and reduces maintenance costs. Capturing braking energy and sending it right back to your EV's battery pack can also extend your driving range. ***Estimations show that regenerative braking can potentially add hundreds of miles of electric driving range throughout the year.***

As an added safety feature, the regenerative braking works seamlessly with the standard Electronic Stability Control (ESC), so regenerative braking is instantaneously deactivated when ESC is activated.



## Designed for Driver Comfort

Some drivers experience challenges when transitioning to an electric school bus. Some electric buses can be challenging to navigate at low speeds, requiring drivers to feather the accelerator at a touch-and-go pace.

Not at Blue Bird.

Our electric buses include an ***electric creep feature***, making it easy for drivers to transition into the new driving style. Drivers can simply take their foot off the brake to maneuver and park at lower speeds, even in reverse. No feathering of the accelerator is required.

Other driver ergonomic features include:

- Power steering with tilting/telescoping column
- Large, easy-to-read gauges
- Backlit, easy-to-reach switch panel with rocker switches
- Electric, intermittent, single switch windshield wipers
- Wraparound dash

## Equipped with Cummins PowerDrive™

Our electric buses are equipped with **Cummins PowerDrive™** technology, which includes integrated telematics control software, so you can easily manage and maintain your bus throughout its lifetime.

## Yes, Our Electric Motor is Maintenance-Free

- ✓ No engine oil changes
- ✓ No engine air filter change
- ✓ No smog check/testing
- ✓ No spark plug, glow plug, or coil replacements
- ✓ No transmission maintenance
- ✓ Brake pad change intervals are longer
- ✓ Fewer coolant changes needed

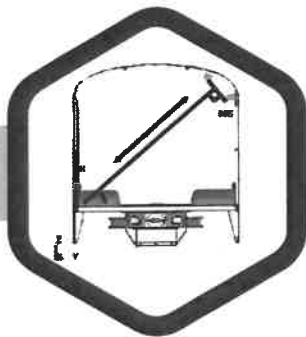


# SAFETY IS ALWAYS #1

*Blue Bird buses have been trusted to transport the world's most precious cargo since 1927.*

*Our electric buses are no exception to Blue Bird's standard safety features, and Electronic Stability Control (ESC) and backup cameras are standard on every bus.*

*Blue Bird buses meet and exceed U.S. Federal Motor Vehicle Safety Standards and Canada Motor Vehicle Safety Standards.*



## Colorado Rack Test Certified

The Colorado Rack test verifies the structural integrity and crashworthiness of school bus designs. The test simulates a rollover crash by applying a constant load along the full length of the bus body. This ensures that all pushout windows and emergency exits will be fully functional after an accident occurs. Blue Bird feels it is essential that our buses are constructed to meet the Colorado Rack test standards, ensuring safe exit in the event of a rollover crash.



## Kentucky Pole Test Certified

The Kentucky Pole test is designed to verify that the interior panels above the window will not separate and expose sharp edges in the event of a crash. The test involves a rollover simulation, in which the bus strikes a pole-like object, which forces the roof to bend into the passenger compartment. Standards require that separation of body panels must not occur when the roof bends between 8-10 inches.



## Hill-Hold Feature

Hill-hold is a standard safety feature on Blue Bird electric buses that prevents the bus from rolling backward on an uphill slope when the driver removes their foot from the pedals.

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## Electronic Stability Control

The Bendix® ESP® full stability system is a standard ABS-based vehicle stability system capable of recognizing and assisting with driving situations in the widest range of road conditions.

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## Backup Camera

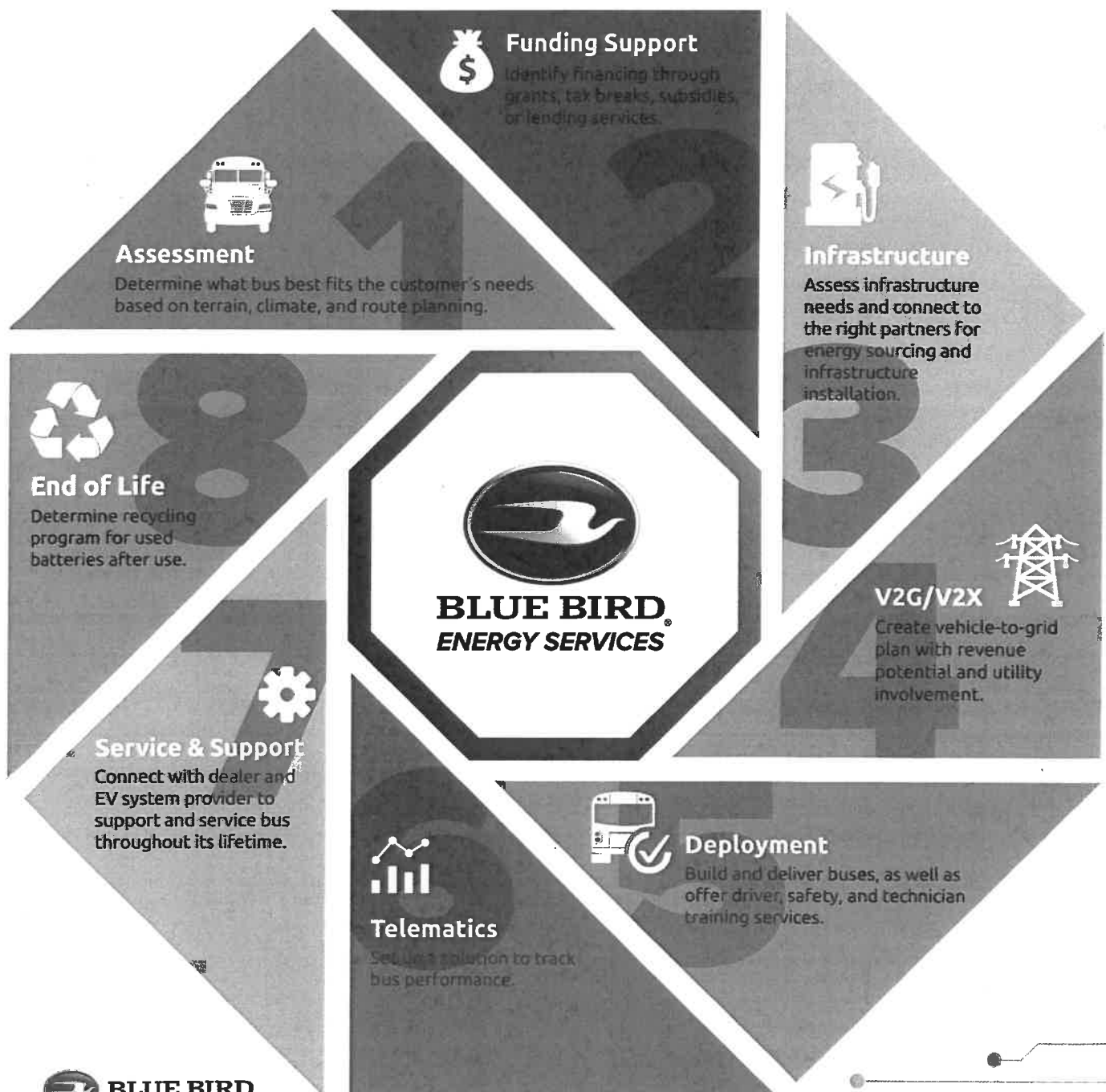
Blue Bird provides a backup camera system as standard equipment on our buses, allowing drivers to see a live video feed while the bus is in reverse.



# BLUE BIRD ENERGY SERVICES

Transitioning your school bus fleet to electric can be a complex journey. That's why Blue Bird Energy Services provides a full suite of services that covers you from your initial planning to the end of service life. This includes: assessing your fleet and route needs, assisting with grants and incentives, infrastructure planning and installation, technician and driver training, service support, and end of life solutions.

***We're with you through every step of the process to ensure your journey to electrification is a successful one.***



## Charging Hardware to Suit Your Needs

### Option 1



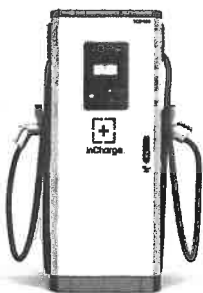
- ICE 80AC 19.2kW AC Charger
- Max Current Output: 80A @240Vac
- Cable Options: SAE J1772 Connector
- Good charging solution for mild climates

### Option 2



- ICE 30 30kW DC Fast Charger
- Dual port to connect and charge two vehicles in series or for connector redundancy
- Optional pedestal
- Perfect for cold weather charging

### Option 3



- ICE 60 / ICE 120 – 60kW Fast Charger, 120kW Fast Charger
- Dual port to connect and charge two vehicles simultaneously
- Works great for a quick top-off or intra-day charging of buses

**CONNECT with  
Our EV Infrastructure  
Specialists.**



## Turn-key EV Infrastructure Design and Development

1

### Site Assessment

A Blue Bird Energy Services representative will conduct a site assessment of your school district. During the assessment, our technicians will determine your facility's electrical capacity and seek a combination of the best locations for charging equipment and the most economical installation strategy.

2

### Proposal Delivery

About three weeks after we complete your site assessment, you'll receive a detailed proposal covering all installation expenses. Once you agree and sign the necessary documents, we can schedule installation.

3

### Optional Final Bolt Down

If you prefer to use your own construction crew, we can offer an option for final bolt of the charging equipment. Photos of the completed site work will be required prior to the shipment of the charging equipment.

4

### Installation

Our technicians will install, activate, and commission your new charger.



# OUR ELECTRIC BUSES

## AT A GLANCE



**Vision Electric**



**All American RE Electric**

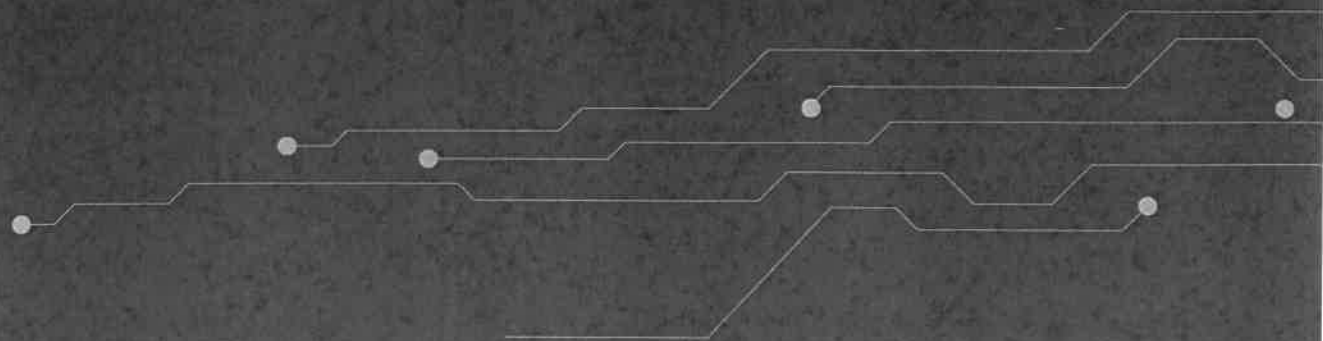
3-8 hours	Charge Time	3-8 hours
Up to 120 miles	Range	Up to 120 miles
Up to 77 passengers	Capacity	Up to 84 passengers
Up to 33,000 lbs.	GVWR	Up to 36,000 lbs.
Cummins PowerDrive 7000	Propulsion System	Cummins PowerDrive 7000
TM4® SUMO™	Motor	TM4® SUMO™

## READY TO GO *ELECTRIC*?

We're ready to help you add electric buses to your fleet.

We also know that purchasing a new bus is only part of the solution. 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.

**Contact your local  
Blue Bird dealer  
TODAY  
to get started.**





BLUE BIRD

# START YOUR JOURNEY

with Blue Bird  
Electric Buses

[www.blue-bird.com/buses/request-a-quote](http://www.blue-bird.com/buses/request-a-quote)



No matter your location, the  
**NORTH AMERICAN  
BLUE BIRD DEALER  
NETWORK HAS  
YOU COVERED**  
for the life of  
your bus.

