



Request for Proposal (RFP)

Electric School Buses

Solicitation No: 2024-01

Issued November 6, 2023

Proposal Due Date:

Wednesday, December 13th at 2:00pm PST

Issued by:

Antelope Valley Schools Transportation Agency (AVSTA)

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I. INTRODUCTION

This Request for Proposal (RFP) is created by Antelope Valley Schools Transportation Agency (AVSTA), a Joint Powers Authority that currently serves the following districts: Antelope Valley Union High School District, Gorman School District, Hughes-Elizabeth Lakes School District, Keppel Union School District, Lancaster School District, Palmdale School District, Westside Union Elementary School District, and Wilsona School District. AVSTA provides transportation for regular education, special needs education, and field trips. AVSTA intends to purchase up to two hundred (200) electric school buses over the next five (5) years. Models for purchase include Type A electric school bus, Type C electric school bus, and Type D electric school bus.

AVSTA seeks the services of a company to manufacture and deliver electric school buses to the Agency on an as-needed basis. Through this RFP, AVSTA will award a one-year contract with an option to extend the contract terms for four (4) additional one (1) year periods. No guarantee can be given that these quantities will be reached or exceeded.

If AVSTA does not purchase all two hundred (200) electric school buses, an “assignability clause” has been included that will allow other school districts to “piggyback” off AVSTA’s contract.

1. DEFINITIONS:

The term “Joint Powers Authority (JPA) is a union between two or more public entities with common interests, whose purpose is to join forces and share resources.

"Agency" throughout this document means the Antelope Valley Schools Transportation Agency (AVSTA) a JPA. The term “Proposer” means the person or firm that submits a proposal in response to this solicitation.

The term “Proposal” or “Offer” means a written response to provide Goods or Services in response to this Solicitation.

“Closing” means the date and time specified in the Solicitation as the deadline for submitting Proposals.

“Proposer”, “Supplier”, or “Contractor” means the firm awarded a Contract as a result of this RFP.

2. BACKGROUND:

Our Mission: To provide safe, reliable, timely, and cost-effective transportation for the students of the Antelope Valley. Antelope Valley Schools Transportation Agency (AVSTA) currently serves three-member Agency’s including Antelope Valley Union High School Agency, Lancaster School Agency, and Westside Union School Agency. AVSTA provides transportation for regular education, special needs education, and Field Trips.

AVSTA has an employee base of 200 working as Office Staff, Shop Personnel, Trainers, Bus drivers, and Bus Aides. We transport over 6,000 students per day on 88 special needs routes and 41 regular education routes on our fleet of 200 buses which travel over 3 million miles per year.

We believe that...

- * Quality service for students and schools should be the Agency’s top priority.
- * The efficient operation of the Agency requires the support of every department and every employee.
- * Respect breeds respect.
- * Appreciation and fair treatment result in effective and superior employee performance.
- * Positive leadership promotes continuous employee growth.
- * Employees should share in the economic growth of the Agency.
- * All employees should exhibit a strong, positive work ethic every day.
- * Organizational success is achieved through problem identification and group resolution.

3. CONTRACT:

Selected Proposer will enter a contract with Agency. A sample contract is enclosed in Section V.

- a. Proposers are advised to thoroughly review and familiarize themselves with the standard contract. Please note that certain contract terms reflect state statute and may not be altered.
- b. The successful Proposer will be expected to promptly sign a contract including all standard terms and conditions contained in the sample contract. The Agency will execute the Contract only after it has obtained all applicable required documents and approvals.
- c. Individual Purchase Orders will be issued by the Agency on an “as-needed” basis.

4. CALIFORNIA PIGGYBACK/COOPERATIVE PURCHASE CLAUSE

This Solicitation is a Permissive Cooperative Procurement.

- a. Authorized Agencies/Districts may utilize a Permissive Cooperative Contract. Generally:
 - i. Authorized Agencies/Districts may establish a Contract with the Supplier to purchase the goods and services awarded by this solicitation, excluding non-recurring installation costs;
 - ii. Authorized Agencies/District may not materially change or alter the terms, conditions, or prices from the original contract between the supplier and the agency.
- b. Proposers must state (on the Proposers Certification) that it will/will not extend the terms, conditions and prices to any Participating Agency that desires to establish a Contract awarded to the Supplier resulting from this Solicitation. Volumes of other agencies are not included in this Solicitation.

5. AMENDMENTS:

The Agency may amend the Contract without additional competition pursuant to the State of California Contracting Manual (SCM) is provided as a resource to persons involved in California’s State contracting process, Government Code § 14615.1. Amending Contract & Purchase Documents – 1805.

6. CONTRACT PERIOD/EXTENSION:

- a. The selected Proposer will be issued a Contract that will become effective upon full execution on January 8, 2024 through December 31, 2024.
- b. The Agency may, at its sole discretion, offer to renew the contract for up to four (4) additional one-year terms.
- c. Should the Agency elect to extend the Contract for a series of or an additional one (1) year term(s), the Agency will send related correspondence to the Contractor for each consecutive contract period.
- d. The Supplier's Pricing and Rates must remain firm through December 31st of each contract period.

7. CONTRACT ADMINISTRATOR:

The Contract Administrator for this Agreement will be the Accounting & Budget Manager, or designee.

8. AGENCY REPRESENTATIVE:

The Accounting Department will oversee the solicitation for AVSTA.

9. SOLICITATION SCHEDULE

The milestones for the selection process are set forth below. The dates are specific and will be followed to the extent reasonably possible. The purpose of this schedule is for Proposer information only. The Agency reserves the right to deviate from this schedule.

Deadline for Questions, Clarifications, and Requests for Change	November 17, 2023 @ 4pm
Questions answered by agency.....	November 27, 2023 @ 4pm
Submittal Deadline for Proposals (“Closing”)	December 13, 2023 @ 2pm
Notice of Intent to Award Issued (anticipated)	December 20, 2023
Contract Executed (anticipated).....	January 8, 2024

10. CONTACT DURING SOLICITATION:

Questions are to be emailed to avsta-purchasing@avsta.com. Contacting AVSTA staff during the solicitation process is not permitted. Unauthorized contact regarding this solicitation may subject the offender’s proposal to rejection.

11. DESIRED PROPOSER ATTRIBUTES:

The most desirable Proposers shall have demonstrable experience in the successful and reliable delivery of electric school buses.

12. REQUIRED/DESIRED DELIVERY REQUIREMENTS:

- a. Required: F.O.B. Destination (Antelope Valley Schools Transportation Agency) delivery terms. See the required Certifications for more detail of the required terms.
- b. Desired: The Agency requires delivery of electric school buses no later than 10 months from the date of issuance of a purchase order. Proposers guaranteeing shorter delivery schedules will be more desirable in relevant evaluation area(s).

13. REQUIRED/DESIRED PRICING

- a. Required: Pricing will remain firm through the initial contract term (1 year). Price adjustments are allowed on an annual basis to coincide with the contract renewal date.
- b. Desired: Competitive pricing for the Proposed items during the initial contract term.
- c. Desired: Price adjustment terms that ensure pricing remains competitive throughout the Contract (including all possible contract renewals).

II. INSTRUCTIONS TO PROPOSERS

This section outlines the format proposals are required to follow. Adherence to this format is mandatory as it ensures the information and presentation is consistent in every proposal received by the Agency. Failure to provide any information requested in this Solicitation may result in rejection of the proposal.

A proposal submitted in response to this Solicitation is the Proposer's offer to enter into a Contract.

- a. By signing and submitting a proposal, the Proposer acknowledges it has read, understands and agrees to be bound by the terms and conditions contained in this Solicitation.
- b. The proposal is a "firm offer," and must be held open by the Proposer for the Agency's acceptance for sixty (60) days.
- c. The Agency's Award of a Contract constitutes acceptance of the proposal and binds the Proposer to the Contract.
- d. The Proposer must not make its proposal contingent upon the Agency's acceptance of any terms or conditions (including Specifications) other than those contained in this Solicitation.

1. PROPOSAL PREPARATION

Proposers must:

- a. Submit a complete proposal (a proposal that meets all requirements of this Solicitation);
- b. Provide the Agency with all required and requested documents and descriptive literature;
- c. Provide acknowledgment of receipt of all addenda on the Proposer Certification (Attachment A).

2. PROPOSAL CONTENT REQUIREMENTS

Proposers must provide a reply to each of the following items. The Proposer Certification Form, must be completed and submitted as the cover of the proposal response. Proposers are cautioned to provide in their proposals, in a brief and concise manner, as much detail as possible pertaining to their capabilities and experience in providing the services requested in this Solicitation.

The Proposer may submit a proposal that includes Type A, Type C bus, or Type D bus(es), or all three. If the Proposer wishes to propose all battery-electric school bus models, they may, at their discretion, submit a single proposal for three bus types, or up to three proposals (i.e., one for Type A, one for Type D and another for Type C). The Proposer may not submit more than one Proposal per bus type. Doing so may result in all proposals for that bus type being found non-responsive.

Proposers must present a proposal containing the specific information requested and submit all attachments as required, in the order listed below:

Section 1: Company Overview

✓ PROPOSER CERTIFICATION (ATTACHMENT A)

This serves as the cover sheet for the proposal.

A. EXECUTIVE SUMMARY & MANUFACTURER HISTORY

Briefly describe your company's history. Include current fleet levels in regard to electric buses. Please include estimated lifespan of vehicles.

B. MANUFACTURER & PROJECT MANAGEMENT PROCESS

Briefly describe the production process for the manufacture of your electric buses. Explain the steps in the process and what actions have been taken to reduce the carbon footprint throughout.

Please detail the project management process from receipt of Notice of Proceed.

C. PRODUCTION AND DELIVERY SCHEDULE

Provide a tentative schedule starting in January 2024 to manufacture and deliver three electric school buses to the Agency (one Type A bus, one Type C bus, and one Type D bus). An ideal proposal will demonstrate: The Proposer has the ability to deliver well within the needed timelines of the District in regards to manufacturing production and capabilities. The proposed vehicle models should be available and not be a prototype or test model.

D. WARRANTY & MAINTENANCE

Describe your warranty and maintenance plans that accompany the bus with the purchase. If more than one warranty is in place, describe all in detail that will apply.

Please describe the maintenance plan and how onsite and off-site work will be handled when it is beyond the scope of Agency’s technicians.

Please describe any specific actions that will need to be taken as the battery moves through its life cycle. This should include maintenance, charging and eventual replacement/disposal.

An ideal warranty would cover all aspects of the bus for an extended amount of time, ranging upward of 10 years. The warranty would cover all failed parts and repair costs on all non-wear items and early failure of wear items.

E. TRAINING PROGRAM

Describe what training programs your company has available to drivers and technicians What training plan and timeline do you propose to have drivers and technicians ready to operate and understand the ins and outs of the electric school bus.

✓ **INDEPENDENT CONTRACTOR CERTIFICATION FORM (ATTACHMENT B)**

✓ **AFFADAVIT OF NON-COLLUSION / COMPLIANCE WITH TAX LAWS (ATTACHMENT C)**

✓ **NON-CONFLICT OF INTEREST CERTIFICATION FORM (ATTACHMENT D)**

✓ **PROPOSER RESPONSIBILITY FORM – All Pages (ATTACHMENT E)**

✓ **PROPOSER REFERENCE FORMS (ATTACHMENT F)**

References must be for delivery of battery electric buses. Agency may choose to either check references, evaluate them for responsiveness, relevance, and or other methods deemed appropriate.

Section 2: Technical Information

✓ **PROPOSED SCHOOL BUS SPECIFICATIONS (ATTACHMENT G)**

Complete the corresponding worksheet(s) in the Excel file for each type of bus included in your proposal. Note that Attachment G will be evaluated for technical responsibility.

Provide technical information and other details for the school bus models you are proposing in the column titled “Proposer’s Response” on the right. Information to include vehicle dimensions, seating capacity, battery capacity, bus range, charging time, chassis information, etc.

Section 3: Price Schedule

✓ **PRICE SCHEDULE (ATTACHMENT H)**

Complete Attachment H to provide initial contract term pricing for all buses included in your proposal. Pricing will be compared among all responsive proposals submitted. The lowest overall priced proposal will receive the full points available. All other proposal pricing scores must be weighed against the lowest price proposal (lowest price scores the highest. All other higher priced proposals are weighted against the lowest priced proposal). Include pricing terms.

3. PROPOSAL SUBMISSION

Proposals are to be emailed as a PDF to the following address: avsta-purchasing@avsta.com.

Proposals received after the deadline specified in the RFP will not be considered.

4. ADDENDA

- a. **Issuance; Receipt.** The Agency may change this Solicitation only by Written Addenda. A Proposer must provide written acknowledgement of receipt of all issued Addenda in the space provided on the Proposer Certification.
- b. **Timelines; Extensions.** The Agency will issue Addenda within a reasonable time to allow prospective Proposers to consider the Addenda in preparing their Proposal. The Agency may extend the Closing if they determine prospective Proposers need additional time to review and respond to Addenda. Except to the extent required by public interest, the Agency will not issue Addenda less than 72 hours before the Closing unless the Addendum also extends the Closing.

5. QUESTIONS/CLARIFICATIONS/CHANGES

All questions, clarifications, and changes related to this RFP must be emailed to avsta-purchasing@avsta.com no later than the deadline specified on the Solicitation Schedule. Responses to questions/clarifications will be provided in written addenda.

6. LATE PROPOSALS, LATE WITHDRAWALS, AND LATE MODIFICATIONS

Any proposal received after the Closing Date is late. The Agency will not consider late proposals, withdrawals or modifications. The Agency reserves the right to consider proposals that have been delayed or mishandled.

7. AWARD

Award in part or in whole is contingent upon available funding. In the event adequate funds are not appropriated and allocated, the Agency reserves the right to cancel the Solicitation.

- a. The Agency may award multiple Contracts if beneficial to the Agency for adequate availability, delivery, service, competition, pricing, product capabilities, or other factors deemed significant by the Agency. This notice of Multiple Awards does not preclude the Agency from awarding a single Contract. In the event of multiple awards, the Agency intends to negotiate with the Contractor who was the highest scoring Contract under this RFP first for any planned purchases. The Agency may forgo negotiations with any contractor if it is apparent that the Agency's planned needs are outside the scope of that Contractor's Contract (e.g., the Agency needs a Type-C bus but the Contractor only provides Type-D buses, or other circumstances as described in this sentence). In the event that the Agency believes the highest scoring Contractor cannot best meet its needs as indicated above, the Agency may enter into negotiations with the next highest scoring Contractor, repeating this process until either the Agency's needs are met, or the Agency determines in its sole discretion that none of the Contractors awarded under this RFP can meet its needs.

8. NOTICE OF INTENT TO AWARD

The Agency will provide Proposers a Notice of Intent to Award (NOI) at least seven (7) calendar days before a contract is awarded.

9. PROPOSAL REJECTION

- a. The Agency may reject any proposal as follows:
 - i. When the rejection is in the best interest of the Agency.
 - ii. When the proposal is contingent upon the Agency's acceptance of terms and conditions (including Specifications) that differ from the Solicitation.
 - iii. That fails to meet the Specifications of the Solicitation.
 - iv. That is submitted late.

- v. Not in substantial compliance with the Solicitation or with all prescribed public procurement procedures.
- vi. The price, quality or performance presented by the Proposers are too costly or of insufficient quality to justify acceptance of any proposal.
- vii. Misconduct, error, or ambiguous or misleading provisions in the Solicitation threaten the fairness and integrity of the competitive process.
- viii. Causes other than legitimate market forces threaten the integrity of the competitive process, such as collusion, corruption, unlawful anti-competitive conduct, and/or inadvertent or intentional errors in the Solicitation.

10. SOLICITATION CANCELLATION

The Agency may cancel, delay or suspend a solicitation, or reject all proposals, when it is in the best interest of the Agency as determined by the Agency. In the event of any such cancellation, delay, suspension or rejection, the Agency is not liable to any Proposer for any loss or expense caused by or resulting from any such cancellation, delay, suspension or rejection.

11. PROPOSAL COSTS

Proposers responding to solicitations are responsible for all costs they may incur in connection with submitting proposals.

12. EVALUATION CRITERIA

The Agency will score each proposal by reviewing and evaluating the proposal content requirements outlined above. The following table indicates how the total points in the scoring will be assigned by required proposal item. Failure to meet minimum requirements for any individual item may disqualify the proposal regardless of the total points scored for the other items. Each item will be evaluated as follows:

EVALUATION CRITERIA MATRIX	Maximum Points Possible
DETAILED PROPOSAL CONTENT REQUIREMENTS FOR SERVICES	
COMPANY OVERVIEW	20
TECHNICAL INFORMATION (ATTACHMENT G)	35
PRICE SCHEDULE (ATTACHMENT H)	45
REFERENCES (ATTACHMENT F)	Pass / Fail
TOTAL	100

13. PROPOSAL EVALUATION:

- a. **RESPONSIVENESS AND RESPONSIBILITY:** The Agency will utilize the following objective factors to determine if proposals are Responsive and Proposers are Responsible:
 - i. Before a contract is awarded, Agency will determine if the Proposer of the winning proposal is “Responsible”. In the event a Proposer is deemed not responsible, Agency will prepare a written determination of non-responsibility and reject the proposal.
- b. **CONTINGENT PROPOSALS.** The Proposer must not make its proposal contingent upon the Agency's acceptance of any terms or conditions (including Specifications) other than those contained in this Solicitation or authorized to be changed in offers submitted hereunder.
- c. **CLARIFICATION OF PROPOSALS.** After Opening, the Agency may conduct discussions with apparent Responsive Proposer(s) for the purpose of clarification and to assure full understanding of the Proposal.
- d. **NEGOTIATION.** Agency prohibited from discussing the contract terms during negotiations with anyone other than the Awarded Proposer(s). After it is awarded, the contract can be modified if Agency and Awarded Proposer are in agreement.

III. REQUIRED FORMS

The following certifications and forms must be completed and signed by the person authorized to represent the Proposer regarding all matters related to the proposal and authorized to bind the Proposer to the agreement. Failure to sign and submit any of the required certifications/forms shall result in disqualification.

- ✓ PROPOSER CERTIFICATION (Attachment A)
- ✓ INDEPENDENT CONTRACTOR CERTIFICATION (Attachment B)
- ✓ AFFIDAVIT OF NON-COLLUSION / COMPLIANCE WITH TAX LAWS (Attachment C)
- ✓ NON-CONFLICT OF INTEREST CERTIFICATION (Attachment D)
- ✓ PROPOSER RESPONSIBILITY FORM - *All Pages* (Attachment E)
- ✓ PROPOSER REFERENCE FORMS (Attachment F)
- ✓ BUS SPECIFICATIONS – *Provided as an Excel file* (Attachment G)
- ✓ PRICE SCHEDULE – *Provided as an Excel file* (Attachment H)

ATTACHMENT A - PROPOSER CERTIFICATION

Legal Name of Proposer (Firm): _____

Company Address: _____

The Proposer certifies and agrees:

1. The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer relating to: the intention to submit a Proposal, or the methods or factors used to calculate the prices Proposed.
2. The Proposer has read and understands all terms and conditions of this Solicitation.
3. The Proposer agrees to provide insurance as required in the sample Contract Terms and Conditions (see Attachments).
4. The Proposer has, or has available, the equipment, personnel, materials, equipment, facilities, and equipment as well as the technical and financial ability necessary to complete and execute all Work in a sound and suitable manner for the use specified and intended.
5. The Proposer agrees to execute the formal Contract within ten (10) business days from Notice of Intent to Award.
6. The Proposer acknowledges that the person that signs this Certification is fully authorized to sign on behalf of the Proposer listed and to fully bind the Proposer to all conditions and provisions thereof.
7. The Proposer certifies that Proposer has complied or will comply with all requirements of local, state, and national laws, and that no legal requirement has been or will be violated in making or accepting this Proposal.
8. If Proposal includes Non-recurring Installation Costs, Proposer agrees to be bound by and will comply with the provisions of Prevailing Wage Laws or the Davis-Bacon Act (40 U.S.C. 3141 et seq., if applicable).
9. The Proposer certifies that it has not discriminated and will not discriminate, against any disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified in obtaining any required subcontract.
10. The Proposer agrees to comply with California tax laws.
11. The Proposer acknowledges receipt of the following addenda: (list by number and date appearing on addenda.)

Addendum Number	Date	Addendum Number	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

12. The Proposer will /will not extend the terms, conditions and prices to any Participating Agency that intends on establishing a Contract awarded to the Proposer resulting from this Solicitation (check one).

ATTACHMENT A - PROPOSER CERTIFICATION (Continued)

Respectfully submitted this _____ day of _____, 20_____.

Signature: _____

Printed Name: _____

Phone: _____

Title: _____

Fax: _____

Email Address: _____

ATTACHMENT B – INDICATORS OF INDEPENDENT CONTRACTOR STATUS

Contractor: Please complete this form along with a W9 if Self-Employed, Partnership, or Professional Corporation to determine whether or not the Agency can consider contracting with the Contractor as an Independent Contractor or if the Contractor should be hired as casual labor. Contact avsta-purchasing@avsta.com if you require assistance.

BUSINESS NAME: _____

PHONE: _____ FAX: _____

EMAIL ADDRESS: _____ DATE: _____

SCHOOL OR DEPARTMENT CONTRACTOR IS WORKING WITH: _____

INDICATORS OF INDEPENDENT CONTRACTOR STATUS	YES	NO
1. Is the Contractor employed by another PERS employer OR has been an employee of Antelope Valley Schools Transportation Agency within the last 18 months (i.e. paid any money by our payroll department)?	Go to # 2	Go to # 3
2. Is the Contractor doing the same work for this project that the Contractor did when employed by Antelope Valley Schools Transportation Agency?	Go to # 4	Go to # 3
3. Does the Contractor meet the legal definition of an Independent Contractor as evidenced by the ability to certify to a majority of the statements below? → Read the statements below and check "YES" or "NO" as each applies to the Contractor. There is no established point as to what answers constitutes an Independent Contractor or Casual Labor - the Agency will make the final decision.	Go to # 5	Go to # 4
3a. Contractor, in the provision of the services:		
Is free from direction and control over the means and manner of providing the services?		
Is customarily engaged in an independently established business?		
Pays his/her own business travel expenses?		
Is licensed under Architects; Landscape Professions) or (Construction Contractors) as required, and/or is responsible for obtaining other licenses or certificates?		
3b. Contractor, in the independence of the service work shall:		
Maintain a separate business location from the Agency (a home office is acceptable)?		
Determine how the desired results will be achieved?		
Retain significant control over the means and methods of performing work, including hiring and firing its employees?		
Bear the risk of business loss in providing the services, as shown by factors such as: a) enters into fixed-price contract; b) required to correct defective work; c) provides warranty and/or insurances such as indemnification, liability, performance bonds, or errors and omissions insurance?		
Provide services or do similar work for other agencies with a 12 month period, or routinely engages in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services?		
3c. Contractor has a substantial investment in his/her chosen trade or business such as:		
Furnish his/her own tools?		
Independently maintain business registrations, professional or occupational licenses (or both)?		
File Federal and State income tax returns in the name of his/her business?		
4. The Contractor must be hired as Casual Labor. Contractor must contact School or Department work will be performed for.		
5. The Contractor may be hired as an Independent Contractor. Email or Fax this form with a W9 to Purchasing (see above).		

ATTACHMENT C - AFFIDAVIT OF NON-COLLUSION / COMPLIANCE WITH TAX LAWS

(Proposer)

I state that:

- (1) The correct taxpayer identification numbers are:
A. Federal Employer ID Number (EIN): _____ B. Employer's California ID Number: _____
- (2) Proposer is not subject to backup withholding because (i) Proposer is exempt from backup withholding, (ii) Proposer has not been notified by the IRS that Proposer is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Proposer that Proposer is no longer subject to backup withholding;
- (3) The price(s) and amount of this Proposal must be arrived at independently and without consultation, communication or agreement with any other Supplier, Proposer or potential Proposer, except as disclosed on the attached appendix.
- (4) That neither the price(s) nor the amount of this Proposal, and neither the approximate price(s) nor approximate amount of this Proposal, will be disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed before Contract award.
- (5) No attempt has been made or will be made to induce any firm or person to refrain from proposing on this Solicitation, or to submit any noncompetitive Proposal or other complementary Proposal.
- (6) The Proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Proposal.
- (7) _____ (name of firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to proposing on any public contract, except as described in the attached appendix.

I state that _____ (name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by the Antelope Valley Schools Transportation Agency in awarding the contract(s) for which this Proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and will be treated as fraudulent concealment from the Antelope Valley Schools Transportation Agency of the true facts relating to the submission of Proposals for this contract. I am authorized to act on behalf of Proposer, and have authority and knowledge regarding Proposer's payment of taxes, and to the best of my knowledge, Proposer is not in violation of any California tax laws, including, without limitation, those tax laws, the elderly rental assistance program; and any local taxes administered by the California Department of Revenue.

(Affiant's Signature)

STATE OF CALIFORNIA

County of _____

Signed and sworn to before me on _____ by _____
(date) (Affiant's name)

Notary: _____

My Commission Expires: _____

ATTACHMENT D - NON-CONFLICT OF INTEREST CERTIFICATION

Issuing Agency: ANTELOPE VALLEY SCHOOLS TRANSPORTATION AGENCY A JOINT POWERS AUTHORITIES

I, _____ hereby certify I have read the statement defining conflict of interest as quoted below; that I understand the statement; that no conflict of interest exists as therein defined, which precludes an impartial Proposal to be submitted by myself or the entity/company for which the Proposal is submitted, and that if such a conflict should arise, I will immediately notify the Antelope Valley Schools Transportation Agency and disqualify my Proposal.

"NO OFFICER, EMPLOYEE, OR AGENT OF THE PROPOSER/PROPOSER HAS ANY PERSONAL FINANCIAL INTEREST, DIRECT OR INDIRECT, IN THE OPERATION OF THE ANTELOPE VALLEY SCHOOLS TRANSPORTATION AGENCY OR WITH ANY PARTY CONNECTED WITH THE CALIFORNIA SCHOOLS AGENCY IMPROVEMENT NETWORK, DIRECTLY OR INDIRECTLY."

Proposer Name (signature)

Proposer Name (printed)

Proposer Title (printed)

Entity/Company Name (printed)

Date

ATTACHMENT E - PROPOSER RESPONSIBILITY FORM
(PROPOSER'S QUALIFICATIONS AND FINANCIAL INFORMATION)

DECLARATION AND SIGNATURES

The undersigned hereby declares that he or she is duly authorized to complete and submit this Proposer Responsibility Form and that the statements contained herein are true and correct as of the date set forth below. Incomplete, incorrect or misleading information will be reason for a determination by the Agency of Proposer non-responsibility.

Date: _____

By: _____
(Signature of authorized official)

Name: _____
(Please type or print)

Title: _____
(Please type or print)

For: _____
(Firm's name)

Instructions

1. The information provided in this form is part of the Agency inquiry concerning Proposer responsibility. Please print clearly or type.
2. If you need more space, use plain paper. Submit completed form with Proposal response.
3. Answer all questions. Submission of a form with unanswered questions, incomplete or illegible answers may result in a finding that the Proposer is not a responsible Proposer.

ATTACHMENT E - PROPOSER RESPONSIBILITY FORM (Continued)

RELIABILITY

Has your company ever been declared in breach of any contract for unperformed or defective work? Yes No

If "yes", explain.

Has any employee or agent of your company ever been convicted of a criminal offense arising out of obtaining, attempting to obtain, or performing a public or private contract or subcontract? Yes No

If "yes," explain.

Has any employee or agent of your company been convicted under state or federal law of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or any other offense indicating a lack of business integrity or business honesty? Yes No

If "yes," explain.

Has your company or any employee or agent of your company been convicted under state or federal antitrust laws? Yes No

If "yes," explain.

Has any Officer or Partner of your organization ever been an Officer or Partner of another Organization that failed to complete a construction contract? Yes No

If "yes," explain.

ATTACHMENT E - PROPOSER RESPONSIBILITY FORM (Continued)

FINANCIAL RESOURCES

Has your firm ever been at any time in the last ten years the debtor in a bankruptcy case? Yes No

If "yes," explain.

Does your firm have any outstanding judgments pending against it? Yes No

If "yes," explain.

In the past three years, has your firm been a party to litigation, arbitration or mediation where the amount in dispute exceeded \$10,000? Yes No

If "yes," explain. (Include court, case number and party names.)

In the past ten years, has your firm been a party to litigation, arbitration or mediation on a matter related to payment to subcontractors or work performance on a contract? Check "yes" even if the matter proceeded to arbitration or mediation without court litigation. Yes No

If "yes," explain. (Include court, case number and party names.)

Have you or any of your affiliates discontinued business operation with outstanding debts? Yes No

If "yes," explain.

ATTACHMENT E - PROPOSER RESPONSIBILITY FORM (Continued)

KEY PERSONNEL

List the principal individuals of your company, their current job title, the total years of experience they have in the industry and their current primary responsibility for your company. Corporations list current officers and those who own 5% or more of the corporation’s stock. Limited liability companies list members who own 5% or more of the company. Partnerships list all partners. Joint ventures list each firm that is a member of the joint venture and the percentage of ownership the firm has in the joint venture.

ITEM	PRINCIPAL INDIVIDUAL
A. Name	
B. Position	
C. Years in Position	
D. Current Primary Responsibility	
ITEM	PRINCIPAL INDIVIDUAL
A. Name	
B. Position	
C. Years in Position	
D. Current Primary Responsibility	
ITEM	PRINCIPAL INDIVIDUAL
A. Name	
B. Position	
C. Years in Position	
D. Current Primary Responsibility	
ITEM	PRINCIPAL INDIVIDUAL
A. Name	
B. Position	
C. Years in Position	
D. Current Primary Responsibility	

Person who will be in direct charge of work if your company is awarded this Contract:

ITEM	PERSON IN DIRECT CHARGE
A. Name	
B. Position	
C. Years in Position	
D. Largest Project Supervised - \$	
E. Largest number of employees ever supervised	

ATTACHMENT F - PROPOSER REFERENCE FORM

Proposer must provide three (3) references.

REFERENCE FORM FOR _____
(Name of Proposer)

Reference 1

Name of Project: _____

Date(s) Work Performed: _____ Project Value (\$): _____

Name of Company: _____

Address: _____

Contact Name: _____

Telephone: _____ Email: _____

Reference 2

Name of Project: _____

Date(s) Work Performed: _____ Project Value (\$): _____

Name of Company: _____

Address: _____

Contact Name: _____

Telephone: _____ Email: _____

Reference 3

Name of Project: _____

Date(s) Work Performed: _____ Project Value (\$): _____

Name of Company: _____

Address: _____

Contact Name: _____

Telephone: _____ Email: _____

Each reference may be checked for, but not limited to, adherence to contract terms and conditions, timelines, quality standards, overall customer service, project being of similar size, scope and complexity.

ATTACHMENT H - PRICE SCHEDULE

See attached Excel Spread Sheet to be returned with proposal in electronic format.

IV.SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

1. SCOPE OF WORK:

The scope of work for this RFP includes the provision of Type A, Type C and Type D Electric School Buses to the Agency on an as needed basis, as determined by the JPA. Provision of the buses shall be in accordance with the timelines, specifications, and prices as indicated in the RFP.

A Proposer may submit a Proposal that includes Type A, Type C, or Type D bus(es). If a Proposer wishes to propose all Type A, Type C and Type D buses, they may, at their discretion, submit a single proposal for all the types of electric buses on this solicitation. A Proposer may not submit more than one proposal per bus type. Doing so may result in all Proposals for that bus type being found non-responsive.

2. CONTRACTOR PERFORMANCE (NOTE: BE SURE TO INCLUDE ANY BUSINESS EQUITY REQUIREMENTS)

Contractor will provide a training plan for both drivers and maintenance technicians.

Contractor will provide a plan for on-call service for repairs and maintenance concerns that are beyond the scope of the Agency's service team in regards to the Electric motor, Battery and other electrical voltage system of the vehicle.

Contractor will provide all warranty work, either on-site or arrange offsite.

3. AGENCY DELIVERABLES (IF ANY)

Agency will provide the charging infrastructure, charging station and electricity source. Agency will provide ongoing preventative maintenance as trained for and prescribed by the contractor.

4. TECHNICAL SPECIFICATIONS: Attachment G – Bus Specifications formatted on an Excel Spreadsheet

Note: Along with the completed Attachment G, please include seating capacity and as well as a seating chart for each proposed model.

V. ATTACHMENT I - CONTRACT TERMS AND CONDITIONS (PROPOSED)

Contract No: _____

This Contract is made and entered into by and between the Antelope Valley Schools Transportation Agency (AVSTA) a Joint Powers Authorities ("Agency) and _____ ("Contractor") and is dated and effective as of _____.

SUPERSEDING EFFECT

There are no covenants, promises, agreements, conditions or understandings between the Parties, either oral or written, other than those contained in this Contract. This Contract and all exhibits and attachments hereto together constitute the entire agreement between the Parties (listed in order of precedence):

- (1) This Contract;
- (2) Exhibit A - Terms and Conditions;
- (3) Agency Solicitation, including issued Addenda, Specifications and Drawings (if any); and
- (4) Supplier Offer/Response

Any Supplier Response (proposal) attached to this Agreement is incorporated solely for: (i) any statement of fees and schedule that is consistent with the entire Agreement as defined above; and (ii) any statement of Supplier's and its sub-Suppliers' scope of services that is consistent with the remainder of this Agreement or that provides basic services in addition to those stated in this Agreement. No other provisions of any proposal are part of this Agreement, including without limitation any purported limitation on liability. To the extent that a proposal term otherwise conflicts with the terms of this Agreement or is not included in this agreement, such proposed terms are void and are expressly and wholly subject to the terms of this Agreement. In the event of overlap or inconsistency between the provisions of such proposals and the other terms of this Agreement, the provision that provides a better quality or quantity of service shall control.

CONSIDERATION

Contractor shall perform/deliver the Work required, on an as needed basis, in consideration for which the Agency agrees to pay for the Work in a manner further described in the contract and pursuant to the proposal pricing. Individual Purchas Order (PO)] and/or Notice to Proceed are required prior to any work being performed and will be issued by the Agency on a requirements basis. The Agency is not required to make any purchases under this Contract.

CONTRACT PERIOD

The contract period shall be upon contract execution through December 31, 2024.

RENEWAL OPTION

The contract may be renewed upon mutual agreement of the Parties for four (4) additional one (1) year periods.

AGENCY REPRESENTATIVE

The Accounting Department will oversee the solicitation for AVSTA. The Accounting Department can be reached by email at avsta-purchasing@avsta.com.

In consideration of the mutual covenants, stipulations and agreements, the Parties hereto do Contract and acknowledge that they have read and understand this Contract and agree to be bound by its terms and conditions:

<p>Antelope Valley Schools Transportation Agency</p> <hr/> <p>Agency Representative _____ Date _____</p> <hr/> <p>Department Administrator _____ Date _____</p> <hr/> <p>Agency Purchasing _____ Date _____</p> <p><i>Not a valid Contract until all signatories are complete</i></p>	<hr/> <p style="text-align: center;">(Name of officer)</p> <hr/> <p style="text-align: center;">(Signature)</p> <p>Title: _____</p> <p>Phone/Fax: _____</p> <p>Date: _____</p> <hr/> <p style="text-align: center;">(Employer Id Number or Social Security Number)</p>
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1. **ASSIGNMENT.** The Contractor may not assign, sell, dispose of, or transfer rights or subcontract Work under the Contract, either in whole or in part, without the Agency's prior written consent.
2. **REPRESENTATION.** Contractor represents and warrants to the Agency that:
 - a. Contractor has the power and authority to enter into and perform this Contract,
 - b. this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms,
 - c. the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards, and
 - d. Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work.
3. **AUTHORITY.** The Contractor represents and warrants that it has the power and authority to enter into and perform the Contract and that the signer of this Contract has the authority to bind and obligate the Contractor.
4. **CHANGES.** The terms and conditions contained in this Contract may not be added to, modified, superseded or otherwise altered except by a written modification signed by an authorized representative of the Agency and Contractor.
5. **COOPERATIVE PARTICIPATION.** Governmental Agencies may utilize this Contract. Notwithstanding any limitations or exclusions, it shall be assumed that the Contractor will extend this Contract to any other public agencies during the life of this Contract.
6. **COMPLIANCE WITH LAWS.**
 - a. Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances as applicable. All laws, regulations and executive orders applicable to the Contract are incorporated by reference where so required by law. If the Contractor fails to comply the Agency shall have the right to terminate this Contract.
 - b. Contractor expressly agrees to comply with: (i) Title VI and VII of Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended, (iv) Executive Order 11246, as amended; (v) The Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vi) The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations administrative rules established pursuant to the foregoing laws; (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and (x) all federal and state laws governing the handling, processing, packaging, storage, labeling, and delivery of food products, if applicable.
 - c. Contractor, its subcontractors, and all employers providing work, labor or materials under this Contract are subject to the California workers' compensation law and shall comply with ORS 656.017, which requires them to provide California workers' compensation coverage that satisfies California law for all their subject workers. Contractor shall be responsible for all federal or state taxes applicable to compensation or payments paid to Contractor under this Contract. Contractor certifies that (i) it is not an employee of the Agency; (ii) if Contractor is currently performing work for the Agency or the federal government, Contractor's work to be performed under this Contract creates no potential or actual conflict of interest and (iii) if this payment is to be charged against federal funds, it is not currently employed by the federal government.
7. **CONFIDENTIAL INFORMATION:** Contractor acknowledges that it or its employees, sub-Contractors, or agents may, in the course of performing their responsibilities under this Contract, be exposed to or acquire information that is the confidential information of Agency or Agency's clients. Any and all information provided by Agency and marked confidential, or identified as confidential in a separate writing, that becomes available to Contractor or its employees, sub-Contractors, or agents in the performance of this Contract shall be deemed to be confidential information of Agency ("Confidential Information"). Any reports or other documents or items including software, that result from Contractor's use of the Confidential Information and any Work Product that Agency designates as confidential are deemed Confidential Information. Confidential Information shall be deemed not to include information that: (a) is or becomes (other than by disclosure by Contractor) publicly known; (b) is furnished by Agency to others without restrictions similar to those imposed by this Contract; (c) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Contract; (d) is obtained from a source other than the Agency without the obligation of confidentiality; (e) is disclosed with the written consent of the Agency; or (f) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.

- a. **NON-DISCLOSURE.** Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to the Agency under this Contract, and to advise each of its employees, sub-Contractors, and agents of their obligations to keep Confidential Information confidential. Contractor shall use its best efforts to assist the Agency in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise the Agency immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and Contractor will at its expense cooperate with the Agency in seeking injunctive or other equitable relief in the name of the Agency or Contractor against any such person. Contractor agrees that, except as directed by the Agency, Contractor will not at any time during or after the term of this Contract disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Contract, and that upon termination of this Contract or at the Agency's request, Contractor will turn over to the Agency all documents, papers, and other matter in Contractor's possession that embody Confidential Information.
 - b. **INJUNCTIVE RELIEF.** Contractor acknowledges that breach of this Section, including disclosure of any Confidential Information, will give rise to irreparable injury to the Agency that is inadequately compensable in damages. Accordingly, the Agency may seek and obtain injunctive relief against the breach or threatened breach of this Section, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the Agency and are reasonable in scope and content.
8. **FERPA.** Contractor agrees to comply with both FERPA and corresponding California law respecting student education records. Personally identifiable information obtained from the Agency by the Contractor in the performance of their services: (i) will not be disclosed to third parties, except as expressly provided for in FERPA §§99.31, without signed and dated written consent of the student, or if the student is under eighteen (18) years of age, signed and written consent of the student's parents/guardians and (ii) will be used only to fulfill the Contractor's responsibilities under this Agreement.
9. **CONTINUING OBLIGATION.** Notwithstanding the expiration date of this Contract, the Contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance, and parts availability requirements have completely expired.
10. **DELAYS IN DELIVERY.** Neither the Agency nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, terrorism, war or any other cause which is beyond the party's reasonable control.
11. **Force Majeure.**
- a. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term 'force majeure' means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
 - b. Force Majeure shall not include the following occurrences:
 - i. Late delivery of item(s) (equipment, material, product, services or work product, etc.) caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
 - ii. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
 - iii. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.
 - c. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done

so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

- d. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused, by force majeure.

12. DRUG STATEMENT. The use of drugs, alcohol, or any tobacco products is prohibited on all Agency property.

13. INDEMNIFICATION. To the maximum extent permitted by law, Contractor shall indemnify, defend, save, and hold harmless the Agency, from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation, and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), any financial loss, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of, or arising out of, or relating to activities of, the Contractor or any of its owners, officers, directors, employees, under this Contract. It is the specific intention of the parties that the Agency shall, in all instances be indemnified by Contractor from and against any and all claims, regardless of whether or not the Claims are caused in whole or in part by a party indemnified hereunder. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the Agency, nor purport to act as legal representative of the Agency or any of its departments, without first receiving from Agency Counsel's Office, authority to act as legal counsel for the AVTA, nor shall Contractor settle any claim on behalf of the Agency without the approval of the Agency's Board of Directors or Executive Director. The Agency may, at its election and expense, assume its own defense.

14. INDEPENDENT CONTRACTOR. The service or services to be performed under this Contract are those of an independent contractor. Contractor represents and warrants that it is not an officer, employee or agent of the Agency.

15. INSPECTION AND ACCEPTANCE. The quality of Work shall be subject to inspection by the Agency. Should it be found that the quality of the Work is not satisfactory, and that the requirements of the plans and/or specifications are not being met, the Agency shall issue a written notice to comply and will provide the Contractor with a 'cure date'. If the Contractor does not comply the Agency may terminate the contract after providing 30 days' written notice. Within a reasonable time, all work performed and goods delivered are subject to final inspection and acceptance after delivery or completion at the Agency's facility. If any goods or services are defective in material or workmanship or otherwise not in conformity with the requirements of this Contract or specifications, the Agency shall have the right to require correction or replacement at no additional cost to the Agency.

16. INSURANCE. Before commencing work, Contractor shall procure and maintain:

- a. WORKER'S COMPENSATION as required by law.
- b. EMPLOYER'S LIABILITY in the minimum amount of \$500,000 when the Contractor has employees performing services under the contract. COMPREHENSIVE AUTOMOBILE LIABILITY including owned, non-owned and hired vehicles: \$1,000,000 Combined Single Limit Bodily Injury and Property Damage any one occurrence and a minimum of \$2,000,000 in the aggregate. May be waived if Proposer has no vehicle while providing work under the contract.
- c. COMPREHENSIVE GENERAL LIABILITY to include premises operations, independent Contractors, products/completed operations, and blanket contractual: \$1,000,000 Combined Single Limit Bodily Injury, Property Damage, and personal injury any one occurrence and \$2,000,000 in the aggregate. May be waived only by the Agency Risk Manager.
- d. "TAIL" COVERAGE. If any of the required liability insurance is on "claims made" basis, "tail" coverage will be required at the completion of this contract for duration of 24 months, or the maximum time period reasonably available in the marketplace. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for 24 months following contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or before the effective date of this Contract. If Continuous "claims made" coverage is used, Contractor shall be required to keep the coverage in effect for duration of not less than 24 months from the end of the Contract. This will be a condition of the final acceptance of work or services.
- e. CERTIFICATES OF INSURANCE. The Agency, its employees, officials and agents shall be named as an Additional Insured on general liability and automobile policies and shall be provided a copy of the additional insured endorsement. Such insurance shall be primary. Certificates of Insurance shall be issued, prior to the commencement of the contract:

Antelope Valley Schools Transportation Agency
Accounting Department
(661) 945-3621
avsta-purchasing@avsta.com

The Contractor agrees to pay for the insurance specified and agrees to provide the Agency with a 30 days' notice of cancellation if non-renewal occurs during the contract period. Insurance companies must have an A rating.

- f. The Agency reserves the right to require additional insurance coverage, limits, and terms which will be delineated in an attachment to this agreement.
- g. This insurance shall be considered as primary insurance and exclusive of any insurance carried by Antelope Valley Schools Transportation Agency, and the insurance evidenced by the required certificates shall be exhausted first, notwithstanding the fact that Antelope Valley Schools Transportation Agency may have other valid and collectible insurance covering the same risk.

17. INVOICING & PAYMENT

- a. **Contractor Invoice.** Contractor shall submit properly itemized invoices. Such invoices shall itemize the following:
 - i. Contract Number
 - ii. Contractor name, address, telephone number, and email address for billing issues
 - iii. Contractor's Federal Tax Identification Number
 - iv. Date(s) of delivery
 - v. Invoice amount; and
 - vi. Payment terms, including any available prompt payment discounts.

Contractor's invoices for payment shall reflect accurate Contract prices. Invoices will not be processed for payment until receipt of a complete invoice as specified herein.

18. MANUFACTURES WARRANTIES. Manufactures warranties received by the Contractor which are applicable to any material equipment, parts, property and services furnished under this Contract shall survive acceptance and payment, and shall run to the Agency, its successors and assigns, and shall not be deemed to be exclusive.

19. NO WAIVER OF CONDITIONS. Failure of the Agency to insist on strict performance shall not constitute a waiver of any of the provisions of this Contract or waiver of any other default of the Contractor.

20. PRICING. All pricing is considered fixed and firm for the initial Contract term. The Contractor warrants that the price of the Goods and Services covered by this Contract are not in excess of the Contractor's lowest prices in effect on the date of this Contract for comparable quantities of similar Goods and Services.

21. TERMINATION

- a. **Terminate for Convenience.** This Contract may be terminated at any time by mutual written consent of the parties. The Agency may, at its sole discretion, terminate this Contract, in whole or in part, upon 30 days' notice to the Contractor.
- b. **The Agency's Right to Terminate for Cause.** The Agency may terminate this Contract, in whole or in part, immediately upon notice to Contractor, or at such later date as the Agency may establish in such notice, upon the occurrence of any of the following events:
 - i. Contractor breaches any representation or warranty provided herein; or
 - ii. Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary.
 - iii. Remedies for Default.
 - iv. Agency's rights to suspend and terminate Contractor's rights under this Contract are in addition to all other available remedies.
 - v. In the event of termination for default, the Agency may exercise any remedy provided by law including, without limitation, the right to procure for all Participants replacement goods and/or services. In such event, Contractor shall be liable to the Agency for damages as authorized by law including, but not limited to, any price difference between the Contract price and the replacement or cover price.
 - vi. The Work under this Contract is prohibited, or the Agency is prohibited from paying for such Work from the planned

funding source;

vii. Contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform the Work under this Contract within the time specified herein or any extension thereof, or so fails to pursue the Work as to endanger Contractor's performance under this Contract in accordance with its terms, and such breach, default or failure is not cured within 30 business days after delivery of the Agency's notice, or such longer period as the Agency may specify in such notice.

c. **Contractor's Right to Terminate for Cause.** Contractor may terminate this Contract upon 30 days' notice to the Agency if the Agency fails to pay Contractor pursuant to the terms of this Contract and the Agency fails to cure within 30 business days after receipt of Contractor's notice.

d. **Enforcement.** Termination under any provision of this Contract shall not extinguish or prejudice the Agency's right to enforce this Contract with respect to any breach of a Contractor warranty or any defect in or default of Contractor's performance that has not been cured, including any right of the Agency to indemnification by Contractor. If this Contract is so terminated, Contractor shall be paid in accordance with the terms of the contract for services rendered and accepted.

e. **Contractor's Tender upon Termination.** Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless the Agency expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to the Agency all documents, information, works-in-progress and other property that are or would be deliverables had the Contract been completed. Upon the Agency's request, Contractor shall surrender to anyone the Agency designates, all documents, research or objects or other tangible things needed to complete the Work.

f. **Limitation of Liabilities.** Neither party shall be liable for

- i. any indirect, incidental, consequential or special damages under the contract or
- ii. any damages of any sort arising solely from the termination of this contract in accordance with its terms.

22. TIME IS OF THE ESSENCE. The Contractor shall achieve Completion of the Work within the time provided on the first page of the Agreement. Completion shall mean the Work shall be fully complete, including all punch lists items, and all documentation, drawings and warranties required under the Contract Documents shall have been delivered to Agency, and all required inspections, permits and approvals for use and occupancy of the Work shall have been procured and delivered. The Contractor shall at all times carry on the Work diligently, without delay and punctually fulfill all requirements of the Work.

23. WARRANTY

a. The Contractor warrants to the Agency that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be performed in a skillful and workmanlike manner,

24. PIGGYBACK CLAUSE

a. For the term of the Contract and any mutually agreed extensions pursuant to this request for proposals, at the option of the vendor, other school Agency's and community college Agency's, any public corporation or agency, including any county, city, town or public corporation, or agency within the State of California, Nevada, or other Government agency, in the United States of America, may purchase, lease-purchase, or rent the identical item(s) at the same price and upon the same terms and conditions pursuant to sections 20118 (K-12) and 20652 (Community Colleges) of the California Public Contract Code. It is the responsibility of public agencies from other states to ensure that California Public Contract Code meets their local/state procurement codes.

Acceptance or rejection of this clause will not affect the outcome of this proposal.

Piggyback option granted: _____

Piggyback option not granted: _____

25. ADMINISTRATIVE FEE

a. An Administrative Fee of one percent (1%) of the total contract amount will be paid to Antelope Valley Schools Transportation Agency by the bus vendor awarded a contract for the purchase of buses. The bus vendor will send on a quarterly basis statements detailing the contracts received from its customers, the total amount of the contract and the fee owed to the Agency based on the contract amount. The Agency will be paid upon payment to the bus vendor by their customer.