

ANTELOPE VALLEY SCHOOLS TRANSPORTATION AGENCY

Electric Passenger Van(s)

Bid Due Date: 26 May, 2025 at 10:00am

**Submit Bids To: Antelope Valley Schools Transportation Agency
670 West Avenue L-8, Lancaster, CA 93534**

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN THAT the Board of Trustees of the Antelope Valley School Transportation Agency (“AVSTA”), County of Los Angeles, State of California, will receive bids up to, but no later than 10:00am on May 26th 2025, in the Business Office, 670 West Avenue L-8 Lancaster, CA 93534 for the following Bid #25-001 “Electric Passenger Vans,” which includes:

ONE (or more) ELECTRIC PASSENGER VANS

All bids shall be made on bid forms furnished by AVSTA, and each bid must conform and be responsive to the contract documents. Bid and appropriate documents can be obtained in person at the Business Office between 9:00 a.m. and 3:00 p.m. Monday through Friday.

Pursuant to Public Contract code Sections 20118 and 20652, the Bidder may allow other public agencies to purchase equipment and supplies under the same terms and conditions agreed to between AVSTA and the winning vendor.

The Governing Board of Trustees of the Antelope Valley School Transportation Agency reserves the right to reject any and all bids received in whole or in part, to waive any irregularities in the bids or bidding, and to be the sole judges of suitability of products offered.

Signed: ANTELOPE VALLEY SCHOOLS TRANSPORTATION
AGENCY

Business Office

670 West Avenue L-8, Lancaster, California, 93534

Date: 10 May 2025

Publication Dates: One week following 10 May 2025 and
One week following 16 May 2025

ELECTRIC PASSENGER VANS

REQUIRED FORMS

Please include this sheet with your bid proposal.

Bid Documents Due at the Submission of the Bid

- ☐ Bid Quotation Sheet
- ☐ Bid Proposal Form
- ☐ Acknowledged Addenda (if any)
- ☐ Non-Collusion Affidavit
- ☐ Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
- ☐ Equal Opportunity Employment
- ☐ Statement Regarding Insurance Coverage
- ☐ Workers' Compensation Certification
- ☐ Iran Contracting Act Certificate

Other Forms Not Required Until After Award of Bid

- ☐ Agreement
- ☐ Drug-Free Workplace Certification
- ☐ IRS Form W-9
- ☐ Certificates of Required Insurance / Endorsements

INTRODUCTION

1. **BACKGROUND:** The Antelope Valley Schools Transportation Agency (“Agency”) is a Joint Powers Authority located in Los Angeles County, California. The Agency serves approximately three (3)-member school districts, including Antelope Valley Union High School District, Lancaster School District, and Westside Union School District. The Agency is purchasing new Electric Passenger Vans.

The solicitation and award of bids will be by the action of Antelope Valley Transportation School Agency’s (“AVSTA”) Governing Board.

2. **STATEMENT OF WORK:** The purpose of this bid is to obtain quotes for Electric Passenger Vans.
 - a. **Service Expectations.** The purpose of this bid is to obtain quotes for Electric Passenger Vans
 - b. **Project Resources.** The successful bidder shall, upon request by the Agency, provide a written summary of the quantity and type of labor, type and size of vehicles, and quantity and size of storage containers and trailers, equipment, and tools necessary to deliver all Electric Passenger Vans at Agency sites.
 - c. **Logistics and Capabilities. Bidders should incorporate environmental sustainability and cost-saving measures into their bid pricing.**
3. **DISCRETION:** Execution of the actions relating to this bid are solely at the discretion of the Agency. The Agency shall not be obligated to purchase any particular quantity of items or services described herein.
4. **TERM:** The contract term (“Term”) will commence when this Agreement has been fully-executed by the authorized representatives of the parties and approved by the Agency’s Board of Trustees and shall end on 30 June 2026.
5. **REQUIREMENTS:** All submitted bids must provide, at minimum, all requested information contained within the bid package. Any portion not included in the bid may be cause for a finding of non-responsiveness by the Agency. All information submitted is to be considered public knowledge and will be subject to the California Public Records Act or any other applicable laws. All forms listed under “Required Forms” **must be completed.**
6. **QUESTIONS:** Any questions pertaining to this bid are to be directed **via e-mail only** to Purchasing at the email address avsta-purchasing@avsta.com.

Questions must be received no later than **1:00pm on May 22nd of 2025**. **Any clarifications resulting from questions will be posted on the Agency’s website as an addendum. It is the bidder’s responsibility to check the website to ensure they have received all addenda issued for this bid.** Questions received after **1:00pm on May 22nd of 2025** will NOT be addressed.

INFORMATION TO BIDDERS

TIMELINE:

Advertisement	May 10 th and May 16 th of 2025
Bid Question Deadline	May 22 nd 2025 at 1:00pm
Bid Question Response Deadline	May 22 nd 2025 at 5:00pm
Bid Deadline and Opening	May 26 th 2025 at 10:00am
Notice of Intent to Award Issued	May 27 th 2025.
Board Approval/Award of Bid	May 29 th 2025

- 1. Preparation of Bid Form:** The Agency invites bids on the attached Bid Quotation Form to be submitted by qualified bidders to the Agency at such time and place as is stated in the Notice to Bidders, not later than May 26th 2025 at 10:00am. Bids shall be delivered to the Business Office of the Antelope Valley Schools Transportation Agency, located at 670 West Avenue L-8 Lancaster, CA 93534. All bids must be submitted in sealed envelopes bearing on the outside the name of the bidder, its address, the bid number (if assigned)+, and the bid name. No bids will be accepted via email or facsimile. Each bidder must submit three (3) original “hard” copies and one electronic copy (.pdf) on a flash drive of its bid to the Agency.

It is the bidder’s sole responsibility to ensure that bids are received in the aforementioned department by said time. *A signature provided via a carrier’s tracking system does not ensure the bid package has been received in the Business Office. Bids that have not been delivered to the Business Office prior to the stated time for opening will be returned to the bidder unopened.* All bids received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.

- 2. Securing Documents:** Specifications and other documents comprising the Contract Documents will be available without charge, and may be secured by prospective bidders in the Business Office of the Antelope Valley Schools Transportation Agency, located at 670 West Avenue L-8 Lancaster, CA 93534 or the district website avsta.com.
- 3. Submission:** To receive consideration, bids shall be made in accordance with the following instructions:
 - a. Bids shall be made upon the form obtained from the AVSTA Business Office. Bids shall be legibly written in ink or typed before submission. Bids are to be verified, as the bids cannot be corrected after they are opened. The completed form shall be without interlineation, alterations, or erasures. However, mistakes may be crossed out and corrections made in the margin immediately adjacent to such mistake and initialed in ink by the person(s)

authorized to sign the bid. Alternative proposals will not be considered unless requested in the specifications. No oral or telegraphic modifications will be considered.

- b. Before submitting a bid, bidders shall, at their own cost and expense, carefully examine the Specifications and all other Contract Documents. Bidders shall fully inform themselves as to all existing conditions and limitations, and shall ensure that unit cost and total cost are reflected in the bid. No allowance will be made because of lack of such examination or knowledge. The failure of a bidder to receive or examine any of the Contract Documents shall not relieve such bidder from any obligation with respect to the bid or the requirements set forth in the Contract Documents. The Agency assumes no responsibility or liability to any bidder for, nor shall the Agency be bound by any understandings, representations or agreements of the Agency's agents, employees or officers concerning the Contract Documents made prior to execution of the Contract. The submission of a bid shall be deemed prima facie evidence of the bidder's full compliance with the requirements of this section.
- c. All bids must be under sealed cover. Agency will not accept any bids or bid modifications submitted by facsimile or electronic mail transmission.
- d. The bid must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid.
- e. Changes in or additions to the bid form, recapitulations of the work bid upon, alternative proposals, or any other modification of the bid form not specifically called for in the Contract Documents may result in the Agency's rejection of the bid as nonresponsive to the invitation to bid.
- f. Bidders must complete and submit the forms listed in the checklist on page 3 of this bid package.

- 4. **Requests for Information/Clarification:** All questions pertaining to this bid must be requested prior to May 22nd 2025 at 1:00pm. By May 22nd 2025 at 5:00pm, the Agency will respond to all questions that are timely submitted. All questions and the Agency's responses will be provided in the form of a written addendum on the Bid page of the Agency's website: <https://www.avsta.com/>. It is the bidder's responsibility to check the website frequently to ensure all addenda and clarifications regarding this bid have been reviewed and submitted, as required. Questions received after the date and time referenced above will not be addressed.
- 5. **Prices:** Pricing is to be submitted on the enclosed Bid Quotation Sheet, included in the bid packet. All price quotations must be firm and shall be in effect for the Term of the Contract. The Total Bid Price is to include all Electric Passenger Vans. No charges will be allowed over and above the total price bid. The Agency will not pay for equipment or services

before it receives them. Therefore, the bidder shall not include any up-front payments or deposits in its Total Bid Price.

6. **Bid Negotiations:** A proposal to any specific requirement of the Contract Documents with terms such as “negotiable,” “will negotiate,” or similar, may render the entire bid non-responsive and subject to rejection.
7. **Addenda or Bulletins:** Any addenda or bulletins issued by the Agency during the time of bidding or forming a part of any documents loaned to the bidder for the preparation of this bid shall be covered in the bid and shall be made a part of the Contract Documents. Any additions, or corrections will be addressed in the form of addenda which will be posted on the Agency website at <https://www.avsta.com/>. **It is the bidder’s responsibility to check the Agency’s website for addenda issued for this project. Any bids received that do not include the acknowledged addenda, if issued, may be deemed non-responsive.**
8. **Withdrawal of Bid:** Any bidder may withdraw its bid, either personally or by a written request, at any time prior to the scheduled time for opening of bids.
9. **Opening of Bids:** Bids will be opened at the time and place scheduled in the Notice to Bidders.
10. **Award or Rejection of Bids:** The Contract will be awarded to the lowest responsive and responsible bidder based on the following: The lowest bid will be determined based on the bidder with the lowest Total Bid Price for Electric Passenger Vans as designated in the Specifications and Bid Quotation Sheet. The Governing Board of the Agency, however, reserves the right to reject any or all bids or to waive any irregularities or informalities in the bids or in the bidding process. The Agency reserves the right to make an award of this bid at any time up to ninety (90) days from the date of bid opening.
11. **Withdrawal of Bids After Opening:** No bidder may withdraw its bid for a period of sixty (60) days after the date set for the opening of bids.
12. **Equal Bids:** When bids are equal, they shall be awarded by a drawing of lots, and shall be witnessed by three (3) impartial observers.
13. **Agreement:** The form of Agreement, which the successful bidder, as “Vendor,” will be required to execute, is included in the Contract Documents and should be carefully examined by the bidder. The Agreement will be executed in two (2) original counterparts. The complete contract (“Contract”) consists of the following documents (the “Contract Documents”): Notice to Bidders, Introduction, Information to Bidders, Agreement (including all modifications thereof and duly incorporated therein), General Conditions, Specifications/Scope of Work, Bid Quotation Sheet, Bid Proposal Form, Addenda (if any), Non-Collusion Affidavit, Workers’ Compensation Certificate, Certification Regarding Disbarment, Suspension, Ineligibility and Voluntary Exclusion, Equal Opportunity Employment Form, Drug-Free Workplace Certification, Bid Quotation Sheet, Statement Regarding Insurance Coverage, Fingerprinting and Criminal Background Check Certification, Iran Contracting Act Certificate, Addenda (if any), and the Purchase Order, if

applicable. All of the above documents are intended to cooperate and be complementary so that any instructions or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents. The intention of the documents is to include all labor, materials, equipment, and transportation necessary for the Electric Passenger Vans called for in the Contract Documents.

14. **Interpretation of Documents:** If any bidder submitting a proposal for the proposed Contract is in doubt as to the true meaning of any part of the specifications/scope of work or other Contract Documents, or finds discrepancies in, or omissions from the Contract Documents, or finds discrepancies in, or omissions from the specifications, the bidder may submit a request for an interpretation or correction thereof to:

Antelope Valley Schools Transportation Agency
Business Office
670 West Avenue L-8, Lancaster, California, 93534
avsta-purchasing@avsta.com.

All questions and inquiries regarding this bid shall be submitted in writing, on company letterhead, on or May 22nd 2025 at 1:00pm.

It is the bidder's responsibility to verify all information. Any interpretations or corrections of the Contract Documents will be made only by addendum duly issued and a copy of such addendum may be emailed to each person receiving a set of such documents. The Agency will not be responsible for any other explanations or interpretations of the Contract Documents. Any addenda issued during the time of bidding shall be made a part of the Contract.

15. **Bidders Interested in More Than One Bid:** No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work unless alternate bids are specifically called for. A person, firm, or corporation that has submitted a sub-proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders or making a prime proposal. **No person, firm, or corporation shall be allowed to bid who has participated in the preparation of the bid specifications; a bid by such a person, firm or corporation may be determined to be nonresponsive.**
16. **Demonstrations:** If the Agency considers a need, bidder shall be required to arrange demonstrations of item(s) or service(s) bid. Failure to be able to provide such working demonstration may disqualify the bidder's bid submittal. Unless otherwise required by the Agency, bidders shall be required to provide the requested demonstrations at the Agency's facility. All demonstrations shall be provided free of charge to the Agency. Bidders may be required to reimburse the Agency for travel to demonstrations not held at Agency's facility.

17. **Independent Price Determination:** By submission of a bid, the bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that in connection with this bid:
- a. The prices in the bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices with any other proposer or with any competitor; and
 - b. Unless otherwise required by law, the prices which have been quoted in the bid have not been knowingly disclosed by the bidder prior to award directly or indirectly to any other proposer or to any competitor; and
 - c. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not submit a bid for the purpose of restricting competition.
 - d. Each person signing the bid certifies that he/she:
 - i) Is the person in the bidder's organization responsible within that organization for the decision as to the prices being offered in the bid and has not participated (and will not participate) in any action contrary to section a, b, or c above; or
 - ii) Is not the person in the bidder's organization responsible within that organization for the decision as to the prices being offered in the bid but has been authorized, in writing, to act as agent for the persons responsible for such decision in certifying that such persons have not participated (and will not participate) in any action contrary to Section a, b, or c above.
18. **Equal Employment Opportunity:** The Agency is an equal opportunity employer. The bidder, in submitting its bid, certifies that it is an equal opportunity employer. In connection with the execution of these Contract Documents, the bidder shall not discriminate against any employee or applicant for employment because of race, religion, color, ancestry, sex, age, sexual preference, gender identity, marital status or national origin. The bidder shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, ancestry, sex, age, sexual preference, gender identity, marital status or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff, termination; rates of pay or other form of compensation; and selection for training, including apprenticeship. The bidder must sign the Equal Opportunity Employment Form which must be attached and become a part of the bid. In addition, the bidder agrees to require like compliance by any subvendors employed to perform any work or services on the Contract.
19. **Hold Harmless:** Bidder shall save, defend, indemnify, and hold harmless the Agency, its officers, agents, employees, and representatives from and against any and all losses, claims, liabilities, and expenses (including attorneys' fees) of any nature or kind whatsoever, for any injury or death of any person and for loss or damage to any property on account of, in connection with, or in any way arising out of the occupancy, use, service, operations, or performance under the terms of the Contract Documents resulting in whole or in part from the negligent acts or omissions of the bidder, subvendor, or any employee, agent, or representative of the bidder or subvendor. Bidder shall further save, defend, indemnify, and hold harmless the Agency, its officers, agents, employees, and representatives from and against any and all losses, claims, liabilities, and expenses of any nature or kind whatsoever on account of the publisher or author, manufacturer or agent of any copyrighted or un-

copyrighted composition, secret process, trademark, patented or unpatented invention, article, item, or appliance furnished or used in its bid.

20. **General Liability Insurance:** The successful bidder shall maintain during the life of this Contract a comprehensive liability insurance policy with an insurance carrier authorized to conduct business in California with a current A.M. Best's rating of no less than A:VII rating or approved by the Surplus Line Association, unless agreed to in writing by the Agency. The insurance will serve to protect the successful bidder and the Agency from all claims for personal injury, including accidental death, as well as from all claims of property damage arising from the operations under this Contract. The minimum amounts of such insurance shall be as follows:

1. Comprehensive General Liability insurance with limits of no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. Automobile liability insurance for any vehicle that enters Agency property. Limits of automotive liability shall be no less than \$1,000,000 per occurrence.
3. Workers Compensation insurance as required by the State of California with statutory limits.
4. Employer's liability insurance with limits of no less than \$1,000,000 per occurrence.

The insurance required of the successful bidder shall be written for not less than any limits of liability specified in the Contract Documents, or required by law, whichever is greater. In the event of any loss or damage covered by a policy of insurance required to be obtained and maintained by the successful bidder hereunder, the successful bidder shall be solely and exclusively responsible for the payment of the deductible, if any, under such policy of insurance, without adjustment to the Contract price.

The successful bidder shall furnish the Agency with original certificates of insurance and copies of the applicable policy language effecting the coverage required herein.

An endorsement must be issued by the successful bidder's insurance carrier amending the bidder's policy and naming the Antelope Valley School's Transportation Agency, its officials, trustees, officers, agents, employees, volunteers, and representatives as an additional insureds. The endorsement must be on ISO Form CG 20 1185 or equivalent. The successful bidder shall be required to provide a copy of the required endorsements.

All certificates and endorsements are to be received and approved by the Agency before commencement of the work under the Contract. The Agency reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

21. **Execution of Agreement:** The form of Agreement, which the successful bidder, as Vendor, will be required to execute, is included in the Contract Documents for reference purposes and should be carefully examined by the bidder. The successful bidder shall sign the

Agreement included in this invitation for bids upon award of the bid by the Agency's Board together with the Bid Proposal Form, the Quotation Sheets and any other documents requiring a signature and/or submission. All of the above-referenced documents are intended to cooperate and be complementary so that any instructions or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents. It is the intention of the Agency that all bids submitted to the Agency include all equipment necessary for the proper delivery of all items or services called for in the Contract Documents. The Term of this Agreement will begin on the date in which this Agreement is fully executed by the parties and approved by the Agency's Board, and shall expire on 30 June 2026.

22. **Assignment of Contract:** The successful bidder shall not assign, transfer, convey, sell or otherwise dispose of any rights or obligations arising under these Contract Documents, or any power to execute the same, to a third party without the consent in writing of Agency's Board. Notice is hereby given that the Agency will not honor any assignment made by the successful bidder unless consent in writing, as indicated above, has been given.
23. **Conflicts Check:** The Agency reserves the right, before any Contract award is made, to require any bidder to whom it may make a Contract award, to do a conflicts check and disclose all actual and potential conflicts to the Agency. In the event a conflicts check is required, the Agency will provide a list of major vendors doing a significant amount of business with the Agency. The potential vendor must disclaim in writing any conflict of interest. Furthermore, the Agency reserves its rights to reject the selected vendor if its conflicts check reveals actual conflicts, and go to the next lowest responsive, responsible bidder.
24. **Contact with Governing Board:** Agents of any company, or any related associates, are prohibited from making any direct or indirect contact with any member of the Agency's Board during the bid process on any project on which the agent intends to or has submitted a bid. Any agent, or associate, violating this policy shall be deemed disqualified from this bid opportunity. Should such contact come to light after the Contract is awarded and the vendor or entity was deemed the successful bidder, the Board reserves the right to cancel any Contract awarded.
25. **Tobacco-Free Agency:** The Agency has been designated as a tobacco-free Agency. Tobacco use (smoked or smokeless) is prohibited at all times on all Agency property and in Agency vehicles.
26. **Filing Bid Protests:** Following the opening of the bids, the Agency will issue a notice of intent to award the Contract. The notice will identify the bidder to whom the Agency intends to award the Contract and the date, time, and place of the Agency's Board meeting during which the award of the Contract will be considered. If any bidder who submitted a bid has an objection to the award of the Contract to the apparent selected bidder, the objecting bidder shall furnish that protest, in writing, to the Agency within three (3) business days of the date of the bidder notification of the awarded Contract. The protest shall describe in detail the basis for the protest, and shall request a determination under this section. If a protest filed by a bidder does not comply with each and every one of the

foregoing requirements, the Agency may reject the protest as invalid. If a bidder files a timely and valid protest, the Agency shall review the protest and all relevant information and documents and will provide its proposed written decision to the protesting bidder. The Agency shall submit its proposed written decision, which shall include its finding(s) and recommendation(s), to the Agency's Board who shall then review the matter under such terms and conditions as deemed proper.

In response to a protest, the Agency's Board may decline to award a contract, may award a contract to a bidder other than as previously intended, or may award a contract to a bidder as previously intended despite the protest. Such action by the Board shall be a condition precedent to the filing of any claim or demand and to the initiation of any action (legal or equitable) or other proceeding arising from the matter(s) protested.

The Agency will notify the bidders involved of the decision of the Governing Board. The decision shall be final and binding on the objecting bidder.

COMPLIANCE WITH THE FOREGOING REQUIREMENTS IS MANDATORY. Each bidder who desires to protest must file a protest in accordance with the foregoing requirements, and no bidder may rely on a protest by another bidder as a means of satisfying such requirements. Compliance with the foregoing requirements is the sole and exclusive means of protesting the bidding process, any bid, and/or the intended award of a contract for the project, and failure to so comply shall be deemed and construed as a waiver of any and all rights the bidder may have to pursue a claim, demand, or action based on the bidding, any bids, and/or any contract awarded for the project.

27. **Responsibility of Bidder:** Prior to the award of the Contract, the Agency reserves the right to consider the responsibility of the bidder. The Agency may conduct investigations as the Agency deems necessary to assist in the evaluation of any bid and to establish the responsibility, including, without limitation, the qualifications and financial ability of the bidders.
28. **IRS Requirements:** The Agency shall view the legal position of the bidder as an "independent vendor" and that all persons employed to furnish equipment are employees of the bidder and not of the Agency.
 - a) The Agency shall not be liable for any of the vendor's acts or omissions performed under the Contract to which the bidder is party.
 - b) The bidder will complete IRS form W-9 providing a taxpayer identification number and also indicate whether the bidder is a corporation, sole-proprietor, partnership, individual, etc. This form must be on file with the Agency within sixty (60) days from the date of the Contract start date.

INSTRUCTIONS

Antelope Valley School Transportation Agency “AVSTA” shall exercise its right of first refusal in the purchase of any vehicles contained in successful Bidder’s bid packet. Award will be determined from the total of the base bid of one (1) or more vans.

DEVIATIONS FROM BID TERMS AND CONDITIONS Deviations from any bid term or condition shall cause a bid to be rejected as nonresponsive. All deviations must be clearly noted at time of bid submission. If not noted, the assumption is that Bidder is bidding as specified.

AWARD OF BID The award of bid will be by the action of Antelope Valley Transportation School Agency’s “AVSTA” Governing Board. Agency reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding process. In the event an award of the contract is made to a Bidder, and such Bidder fails or refuses to execute the Agreement and provide the required documents within Ten (10) working days after the notice of award of the contract to Bidder, Agency may award the contract to the next lowest responsive and responsible Bidder or reject all bids.

AUTHORIZED SIGNATURES Every bid must be signed by the person or persons legally authorized to bind Bidder to a contract for the execution of the work. Upon request of District, any agent submitting a proposal on behalf of a Bidder shall provide a current power of attorney certifying the agent’s authority to bind Bidder. If an individual makes the proposal, his or her name, signature, and post office address must be shown. If a firm or partnership makes the bid, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown. If a corporation makes the proposal, the bid shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person signing on behalf of the corporation.

GENERAL PROVISIONS

1. Bids shall be accompanied by a Certified Check, Bidders Bond, or Cashier’s Check in the amount of ten percent (10%) of the total amount of the bid, made in favor Antelope Valley Transportation School Agency, 670 West Avenue L-8, Landcaster, California, 93534.
2. Sealed proposals shall be submitted plainly marked **“Electric Passenger Vans – Bid 25-001”** to the authorized agent of the Antelope Valley Schools Transportation Agency.
3. All proposals must be signed with the firm’s name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
4. Bid must be on forms supplied by AVSTA. All prices or notations must be typed or written in ink. Bids written with pencil will not be accepted. Verify all bids before submission, as they cannot be corrected after the proposals are opened. Oral or faxed bids will not be accepted.

5. All equipment not mentioned in the attached Specifications but required by the rules and regulations of the California State Board of Education and the California Highway Patrol, shall be furnished.
6. All workmanship and materials shall be guaranteed against defects for a period of one year.
7. Any deviations from the attached specifications or substitution of units or materials shall be clearly indicated. Completed detailed specifications must accompany each Electric Van proposal. Electric Drive Train and entire Chassis shall be manufacturer by a single OEM.
8. Alternate materials may be considered. The Governing Board reserves the right to be sole judge of the merit and suitability of such material.
9. The Governing Board reserves the right to reject any or all bids, to waive any informality in the bids or in the bidding.
10. **Non-Collusion Affidavit:** Each Vendor submitting an offer shall execute and submit a non-collusion affidavit as required by the Public Contract Code Section 7106, on the form attached hereto. Failure to submit such a non-collusion affidavit shall be grounds to reject an offer as non-responsive.
11. **Drug-Free Workplace:** Vendor warrants that Vendor is knowledgeable of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.), regarding a drug free workplace and shall abide by and implement its statutory requirements.
12. **Anti-Discrimination:** The Agency has a policy that Vendor's conducting work under this contract will not discriminate against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. The Vendor agrees to comply with applicable Federal and State laws, including but not limited to the California Fair Employment Practice Act, beginning with Labor Code Section 1410 and 1726.
13. **Indemnification and Hold Harmless:** Vendor shall indemnify and hold harmless the District, its Board of Education, officers, employees, agents, representatives and volunteers from all suits, actions, losses, damages, claims, or liability of any character, type or description, including by not limited to all expenses of litigation, court cost, penalties, and attorney's fees and other fees whatsoever of any kind or nature, arising directly or indirectly from the negligence of Vendor, its agents, servants, employees, representatives, persons or entities engaged as independent Vendors by Vendor and suppliers, provided, however, that Vendor shall not be required to indemnify for the acts of intentional misconduct or negligence by the party to be indemnified.

14. **Factory Dealer Authorization:** The bidder must provide proof of being an authorized factory dealer representative for the specified products/services.
15. **Warranty Work Authorization:** The bidder must demonstrate their authorization to perform warranty work for the products/services covered under this bid.
16. **Qualified Technicians:** The bidder must have a team of qualified technicians capable of handling any warranty claims.
17. **Work History:** Dealer Must have a history working with School Districts, State, local and City Transportation agencies for a duration of 20 years or more of serving agencies.
18. **Communication of Non-Responsiveness**
In the event that a response is deemed incomplete or non-responsive due to the absence of information for any requested item or option, the awarding agency may at its discretion communicate this determination to the responder. Depending on the circumstances, the awarding agency reserves the right to provide an opportunity for the responder to remedy the deficiency within a specified timeframe. However, failure to rectify the non-responsive aspect of the response may result in disqualification from consideration for the project.
19. **Comprehensive Response Obligation:**
By submitting a bid proposal, all prospective bidders explicitly agree to provide complete and comprehensive answers, along with detailed pricing information, for each requested item and option outlined within the bid document. Failure to provide complete information for any requested item or option may result in the response being considered incomplete and non-responsive.
20. **Complete Information:**
It is imperative that all submitted responses adhere to the provided format and guidelines. The awarding agency reserves the right to assess the completeness and responsiveness of each response. Responses that do not meet the requirements set forth in this bid packet, including those lacking complete information or pricing details for any requested item or option, shall be subject to evaluation at the sole discretion of the awarding agency. Incomplete or non-responsive responses may lead to disqualification from consideration.
21. **California Piggyback/Cooperative Purchase Clause:**
Pursuant to Public Contract Code sections 20652 and 20118, the Antelope Valley Transportation School Agency (AVSTA) may allow other public agencies to purchase equipment and supplies under the same price and upon the same terms and conditions set forth in this Contract pursuant to sections 20118 (K-12) and 20652 (Community Colleges) of the California Public Contract Code by issuing a PO which shall be valid and effective if fully executed by the parties. The Antelope Valley Transportation School Agency (AVSTA) waives its rights to require other Districts to draw their warrants in favor to this District and authorizes each District or purchasing agency to make payment directly to the successful Bidder.

- a. Administrative fee: In the event this awarded contract is used by another agency to purchase the awarded products or services an administrative fee of one percent (1%) of applicable line items will be paid to Antelope Valley School Transportation Agency by the awarded bidder as detailed below. Bidder shall send a quarterly statement detailing completed contracts received from purchasing entities, the total amount of the contract, and the fee owed to AVSTA based on the contract, which is less taxes, delivery fees. These statements shall be emailed to Purchasing at avsta-purchasing@avsta.com, AVSTA shall be paid after bidder receives payment from their customer.

24. **Additional Piggyback Clause:** For the term of the contract, and any mutually agreed extensions pursuant to this request for bids, at the vendor's option, other School Districts, Community College Districts, any Public Agency or Corporation, including any Town, City, County, or Public Corporation, or other Government Agency in the United States of America may purchase, lease to purchase, or rent the identical items at the same price, and upon the same terms and conditions pursuant to sections 20118 and 20652 of the California Public Contract Code. The responsibility to ensure that California Public Contract Code meets their local and state procurement codes rests on the Public Agencies desiring to utilize this cooperative bid for purchasing the products therein.

Vendor will make the equipment and supplies purchased under the contract available under piggyback contract in the following states: _____

25. **Delivery:** Shall be F.O.B. End Purchaser's Transportation Department. Please specify estimated delivery date on the bid form.
26. **Bid Due:** Sealed bids will be accepted until May 26th 2025 at 10:00am at the Antelope Valley Transportation School Agency office, 670 West Avenue L-8, Landcaster, California, 93534
27. **Bid Opening:** Sealed bids will be opened May 26th 2025 at 2:00pm at the Antelope Valley Transportation School Agency office, 670 West Avenue L-8, Landcaster, California, 93534. Initial bid-opening results will be emailed to all bidders.
28. **A Fixed-price Contract is required holding firm all pricing from the award of the contract until 30 June 2026** If mutually agreeable, the Agency reserves the right to consider the extension of this contract for up to four additional, one-year periods. Time of such extension is to begin the day after the end of the initial term of this contract and will end a full one calendar year thereafter. In addition, the District reserves the right to further extend this contract to the full extent allowed by law. Factors that would influence the District in exercising this option would be satisfactory service being rendered by the holder of the contract and any increase in price caused by such extension to be a nominal amount and not excessive as measured by local market conditions. In the award of this bid renewal, the District will consider the amount of the price increase stated by the bidder as a factor and will compute accordingly. A price increase, if exercised, shall be fully justified by Bidder and provided by a test of the market and/or submission of documents.

29. **Invoicing and Payment:** Invoices shall be submitted in duplicate to:

Antelope Valley Schools Transportation Agency
Business Department
Attn: Purchasing
670 West Avenue L-8,
Lancaster, California

Invoicing shall be issued following delivery of Electric Passenger Vans. Invoices for
UNAUTHORIZED SERVICES will be returned unpaid.

BID QUOTATION SHEET

Antelope Valley Schools Transportation Agency
670 West Avenue L-8
Lancaster, CA 93534
(559) 952-3115

Bid #25-001
Electric Passenger Van(s)
Date: _____

The undersigned fully understands that the District forms a contract upon acceptance of this bid. The undersigned, having carefully read the Notice to Bidders as published on May 10th 2025 and May 16th 2025 and the Specifications, hereby proposes to furnish in strict conformity with said documents the following, which is understood to be considered a Fixed-price Contract:

PRICING

Base Bid Battery Electric Van (one or more) \$ _____

Sales Tax \$ _____

Total each with Sales Tax \$ _____

Estimated days for delivery from receipt of order _____

Note: Bidders must submit total package pricing and available options.

Note 2: Pursuant to Public Contract Code Sections 20118 and 20652, the Bidding Agency may allow other Public Agencies in the State of California (Including but not limited to: Kern, San Bernardino, Orange, San Diego, Riverside, Los Angeles, Monterey, Fresno, and Santa Barbara Counties and in the United States) to purchase equipment and supplies under the same terms and conditions. The Bidding Agency waives its rights to require other Agencies to draw their warrants in favor to this Agency and authorizes each Agency to make payment directly to the successful Bidder. The Bidding Agency agrees to waive payment of reasonable costs per Public Contract Code Section 20118. We understand the Agency reserves the right to reject any and all bids, and to waive any irregularity of informalities in any bids or in the bidding process.

Name: (print) _____

Signature: _____

Title: _____

Phone: _____ E-Mail: _____

ANTELOPE VALLEY SCHOOLS TRANSPORTATION AGENCY VEHICLE SPECIFICATIONS

7 PASSENGER BATTERY ELECTRIC VAN

SPECIFICATIONS FOR MODIFIED SHUTTLE VAN

1.0 SCOPE

The intent of this specification is to describe an OEM electrified complete van with an interior provided by an upfitter that is licensed to be a final stage manufacturer.

The base bid vehicle shall include the OEM EV Drivetrain & Batteries, and an Auxiliary Battery that provides power to the Passenger area A/C and Heat. Vehicles must have this feature to be considered. The van shall come from the OEM manufacturer with a medium roof height, upfitter provided passenger interior, and OEM electric powertrain. Minimum GVWR is to be 9500 lbs.

2.0 APPLICABLE STANDARDS, LAW AND REGULATIONS

The following standards, law and regulations of the issue in effect on the date of the Invitation for Bid form a part of this specification to the extent specified herein. The van is required to meet all regulations, standards and laws including revisions, at time of van acceptance and through the term of the contract.

- Federal Motor Vehicle Safety Standards (FMVSS).
- California Vehicle Code and CCR Title 13 regulations as applicable to transit Vehicles.
- California Health and Safety Code
- California Air Resources Board and Environmental Protection Agency Standards and Guidelines.
- OEM Body Builders Standards and Guidelines
- The proposed vehicle must be altered by an OEM Modifier program, if such a program is applicable.

General Specifications	
Minimum Seat Positions	5 passenger plus Driver plus Co-pilot (Total of 6 plus driver)
DriveTrain	OEM Electric
Minimum OEM Gross Vehicle Weight rating in lbs.	9,500
Wheel Base (Inches)	148"
Interior Headroom Height	67" Minimum, "Mid Roof"

OEM Battery Capacity	89kWh Minimum
Auxiliary Battery Capacity	15kWh Minimum

3.0 **DIMENSIONS**

Bidder shall provide a floor plan drawing of the proposed vehicle. Driver and Passenger seats are to be shown in the drawing.

4.0 **Additional Equipment**

The following shall be furnished and installed in each unit. The mounting of any of the following items shall not interfere with passenger entry or exit:

- a) A fire extinguisher appropriately sourced for EV application shall be conveniently mounted. The fire extinguisher is to be tagged as inspected and certified by a California inspector authorized to do so by the State Fire Marshall at time of delivery.
- b) A minimum 10-unit First Aid Kit meeting the requirements of Title 13, California Code of Regulations (13 CCR) mounted per buyer's instructions.
- c) Three bi-directional emergency reflective triangles that conform to the requirements of FMVSS No. 125.

5.0 **Floor**

Van upfitter will install a modular aluminum flooring system above the OEM subfloor that will accommodate required seating and reinforcement as necessary and shall be accomplished in compliance with the Ford and modular aluminum flooring system guidelines per their body builder's layout book.

The modular aluminum flooring system floor surface shall be covered with wall-to wall, slip-resistant, minimum 2.2-millimeter Altro Transflor Meta color to be Storm Gray or Midnight Black. The flooring shall be securely bonded to the sub-floor with an adhesive backed by a van manufacturer's warranty of no less than five years for installation and adhesion unless modular aluminum flooring system adhesive is used. All edges shall be sealed and all seams heat welded to prevent water penetration. The floor shall be installed according to manufacturer's directions, using proper tools, accessories, and adhesives.

6.0 **Mirrors**

Exterior mirrors shall be OEM remote, electrically adjustable both directions.

7.0 Driver and Front Co-Pilot Passenger Seat

Shall be OEM seats.

8.0 Passenger Seats

Vehicle shall have Freedman 3PT or GO-ES 3PT Mid Hi Back seats or approved equal. Seats to be equipped with longest available retractable belts. All forward facing seats to be installed with a minimum hip to knee dimension of 25". Minimum aisle width is 11" in the passenger area. All seats installed on modular aluminum flooring system shall comply with FMVSS 207 and 210.

9.0 Brakes

Brakes to be OEM front and rear disc type with ABS.

10.0 Electric Powertrain

An OEM supplied all-electric powertrain in lieu of an internal combustion engine will propel the vehicle.

1. The vehicle as proposed must have an OEM Drive Train with minimum 89 kWh battery capacity and aftermarket auxiliary minimum 15kWh battery that provides power to the passenger a/c and heat system.
2. The auxiliary battery (approximately 400 VDC) shall provide power to an auxiliary rear air conditioner / heater which shall be supplied as part of the base standard van. (Ref. unit Fenton SBSFT15.8 148/El. This feature will include a roof mounted secondary HVAC system. Failure to include this feature will result in a non-compliant bid.

Secondary Battery shall include the following:

1. Secondary Vehicle Control Unit
2. On Board Charger to receive power from charging station)
3. High Voltage Battery (15.785 kw hours), optional second battery
4. DC/DC Converter – Converts 400vdc-12vdc (2 kw)
5. Operator/Machine Interface, touch screen control and data point
6. Power Distribution Box – High Voltage power distribution
7. High Voltage Interrupt Loop on all HV applications (safety)
8. LOI Protection- Loss of insulation monitoring on High Voltage harnesses
9. Low Voltage Power Distribution with load shedding
10. HV Harnesses, Can Bus harnesses, J1772 Grille connection
Installation brackets and hardware
11. Onboard charging to include cables for all levels of charging supported by OEM configuration.
12. A secondary J1772 port shall be installed to charge the secondary battery system.
13. The BEV instrument cluster readout shall be designed to display BEV metrics such as state of charge and power usage with stock OEM cluster integration appearance. All other

instruments (e.g., turn signals) must remain functional. A driver information screen will be included to supplement dashboard instrumentation.

14. A main controller on the BEV shall detect faults and malfunctions, and determine the appropriate response. Depending on the fault, the BEV vehicle may enter a state of reduced power and/or functionality, and in severe cases, may shut down completely.
15. Van conversion supplier shall be part of the manufacturer's qualified vehicle builder's program or equivalent.
16. Minimum OEM warranty is to be supplied.
17. BEV shall permit use of wheelchair equipment, if ordered. Some limitations may apply and/or customization required to accommodate at additional cost.
18. Vehicles equipped as BEV shall have a CARB Executive Order and meet HVIP requirements for voucher redemption if applicable.

11.0 Suspension and Steering

Vehicle shall be equipped with the chassis manufacturer's maximum capacity heavy duty suspension. Steering shall be factory installed OEM, with tilt feature no less than 15" in diameter.

12.0 Tires/Wheels

Each vehicle shall be supplied with a new spare tire, mounted on a rim of same size, brand and model mounted on vehicle/or shipped loose. OEM steel wheels shall be OEM standard including spare.

13.0 Interior

All interior walls shall be paneled, including doors. All panels shall be the same color and coordinated with the interior colors of the vehicle. All interior panels may be made of scuff-resistant, vinyl-coated aluminum, textured paint on steel, ABS plastic or laminate/FRP finished material. Panels shall be securely installed to prevent noise/rattles.

Insulation material shall be applied behind the ceiling and wall panels and shall completely fill the space between cargo van body and the installed interior paneling.

Windows shall be FMVSS compliant. Proposer to describe and provide testing as to how FMVSS compliance is acquired if not using compliant OEM windows.

14.0 Electrical

Backup Alarms-a reverse alarm emitting minimum of 82 dba is to be supplied. Vehicle to be equipped with a sonic object detection system that activated automatically when the vehicle is placed in reverse.

Instrument Panel-To include speedometer, odometer, high voltage meter and state of charge display. All switches to be clearly labeled and within reach of seated Operator.

Lighting/Exterior-Complies with FMVSS.

Lighting/Interior- Van shall be provided with adequate lighting system with headliner installed.

Radio-Bidder to provide OEM AM/FM radio with 4 speakers as standard.

15.0 Air Conditioning and Heating

OEM front A/C/heater system to be provided as standard with a high-capacity rear A/C system powered by auxiliary battery installed independently of the OEM dash EV system. Rear a/c and heating need to be ducted and applied through directable venting.

16.0 Additional Required Chassis Specifications:

- 148" Wheelbase
- 235/65R16C Tires
- OEM Mid-Roof design
- Single Speed Electric Motor
- Rear Axle to be Electric type
- Solid White Exterior Paint
- OEM Overhead Front shelf above windshield
- Running Boards, LH and RH sides
- Total of 4 Ignition Keys, OEM
- AM/FM Radio. Screen to have built in back-up camera display
- Laminated Glass, OEM Standard Tint (privacy tint will be optional for a cost)
- Passenger Seat (in addition to this spec) shall be in Vinyl
- Daytime Running Lights
- Cruise Control

End of specifications

Any exceptions are to be noted below, and may be grounds for bid disqualification.

Exceptions are to be stated below: (reference paragraph number before each exception)

ANTELOPE VALLEY SCHOOL TRANSPORTATION AGENCY – BID #25-0001
ELECTRIC PASSENGER VANS – OPTIONS

Item #	Option Description All below items are in addition to or a deletion from the base vehicle	Additional cost or (credit) amount in USD
	EV Van Options	
1.	9 Passenger Mid Roof 3.5L Gasoline Engine.	
2.	Braun Rear W/C Lift. (9/5 Pass + 1) 800 lb lift, Q-Straint 8100L tiedowns. Shall include Intermotive Interlock and comply with Title 13. EV Model	
2a.	Braun Rear W/C Lift. (9/5 Pass + 1) 800 lb lift, Q-Straint 8100L tiedowns. Shall include Intermotive Interlock and comply with Title 13. Gasoline Model	
3.	9 Passenger High Roof 3.5L Gasoline Engine	
4.	High Roof in lieu of Mid Roof. (77" interior height)	
5.	Low-Roof design in lieu of Mid-roof	
6.	Delete Fenton 15kWh battery (includes deleting Aux a/c and Heat) Substitutes a tie in a/c and heat.	
7.	Ranger Contractor Pkg model FTH-10 in lieu of Passenger configuration. High roof only	
8.	Ranger Contractor Pkg model FTM-10 in lieu of Passenger configuration. Mid roof only	
9.	Ranger Service & Plumbing Pkg model FTH-16 ILO Passenger configuration. High roof only	
10.	Ranger Service & Plumbing Pkg model FTM-16 ILO Passenger configuration. Mid roof only	
11.	Storage Console box in lieu of Co-Pilot seat.	
12.	Rear Partition wall. Located behind last row of passenger seats. (non wheelchair layout)	
13.	Side Mount Shift-N-Step wheelchair lift in lieu of Braun Rear lift. Affects seating layout. Include Braun Century 800lb. Electric Model	
13a.	Side Mount Shift-N-Step wheelchair lift in lieu of Braun Rear lift. Affects seating layout. Include Braun Century 800lb. Gasoline Model	
14.	Additional 2 passenger Freedman Seat that meets spec.	
15.	Seat Credit for deleting a single passenger seat	
16.	AWD Feature. (only available on gasoline model)	
17.	Eco Boost Engine in lieu of 3.5L (requires Gasoline option)	
18.	Extended Range Fuel Tank, 31 gallons in lieu of 25 gallons (gasoline model only)	
19.	Privacy Tint Glass on side and rear windows	
20.	OEM Heavy Duty Trailer Tow Package, (gasoline only)	
21.	Limited Slip rear axle (gasoline only) Std on AWD	
22.	Freedman TDSS on bottom of foldaway Seat (if so equipped)	
23.	Freedman 2 passenger foldaway seat compliant with seating spec.	
24.	Insulate Walls and Headliner (gasoline model)	
25.	Cargo Van interior with agency to complete racking. (no racking installed) EV model	
26.	Add a Single passenger seat compliant with seating spec.	
27.	Extended Length Body if available. (no change in wheelbase)	
28.	Cargo Van interior with agency to complete racking. (no racking installed) Gasoline	

	model	
29.	Front Fog Lamps	
30.	Power Adjusting, Manual-Folding Heated Mirrors with Turn Signals, Short-Arm. Not available with BLIS with Cross-traffic Alert and Trailer Coverage (65A)	
31.	Heavy-Duty Trailer Tow Package. Frame-mounted Hitch Receiver; Tow/Haul Mode w/Trailer Wiring Provisions; 4/7 Pin Connector Assembly & Rear Jumper; Relay System for Backup/B+/Running Lights	
32.	SYNC 4 with SiriusXM® with 360L, HD Radio™ and 12” multi-function display, AM/FM stereo, Bluetooth, Dual USB ports, Embedded Voice Recognition and Connected Navigation. Includes Automatic Temperature Control.	
33.	Ford OEM Paint	
34.	Aftermarket Paint	
35.	Graphics/Wrap Package	
36.	Automatic Passenger Side Sliding Door	
37.	Automatic Side Running Board / Step	
38.	Automatic Rear Step	
39.	Automatic running Boards/Step	
40.	Reverse Sensing System	
41.	Front Overhead Shelf. Not available on Low Roof Transit Vans	
42.	Passenger Entry Door Upgrade to Electric “Bi-Fold Bus Door” (Gasoline High roof Only)	
43.	USB Power Dual Outlet	
44.	Level 4 Seat Covers Upgrade	
45.	Level 5 Seat Covers Upgrade	
46.	Removable Gurney Mount	
47.	Integrated Child Seat	
48.	2 Camera System (Forward Facing Drive Cam and Rear Facing Passenger Cam)	
49.	REI 4 Camera System with DVR	
50.	REI 6 Camera System with DVR	
51.	REI 8 Camera System with DVR	
52.	IDIS 4 Camera System with DVR	
53.	IDIS 6 Camera System with DVR	
54.	IDIS 8 Camera System with DVR	
55.	Safefleet 4 Camera System with DVR	
56.	Safefleet 6 Camera System with DVR	
57.	Safefleet 8 Camera System with DVR	
58.	GPS Antenna and Event Marker Button	
59.	2 TB Hard Drive, Spare	
60.	Upgrade Analog Camera to IP	
61.	Additional Wheelchair Tie-Down Set, 8100 Deluxe	
62.	Farebox, Diamond XV with 1 Vault	
63.	Braun 1,000# Lift	
64.	PA System	
	Charging Equipment	
65.	16.8kw charger – single port	
66.	19.2KW charger – single port	

67.	19.2kw – dual port	
68.	30kw – dual or single	
69.	40kw – dual or single	
70.	60kw dual or single	
71.	80kw dual or single	
72.	120kw dual or single	
73.	Software – per year	
74.	Extended Warranty Level 2 – per year	
75.	Extended Warranty Level 3 – per year	
76.	Maintenance plan – Level 2 – per year	
77.	Maintenance plan – Level 3 – per year	
78.	Commissioning chargers – Level 2	
79.	Commissioning chargers – Level 3	
80.	Portable chargers – 32amp 7.2kw – 14-50plug	
81.	Portable chargers – 40amp 9.2kw – 14-50plug	
82.	Any options not listed, percentage over cost	%
83.		
84.		
85.		
86.		
87.		
89.		
90.		
91.		
92.		
93.		
94.		
95.		
96.		
97.		
98.		
99.		
100.		
101.		
102.		
103.		

REQUIRED FORMS

See page 3 of Bid Package for a checklist of the forms required to be submitted with this bid, and the forms required to be submitted by the successful bidder following award.

****REMAINDER OF PAGE LEFT BLANK ****

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2025, by and between the Antelope Valley Schools Transportation Agency, a Joint Powers Authority organized and existing under the laws of the State of California (“Agency”) , and _____ (“Vendor”) for:

ELECTRIC PASSENGER VANS

In consideration of the mutual covenants contained in this Agreement, the Agency and Vendor agree as follows:

1. THE CONTRACT DOCUMENTS: The complete Contract consists of the following Contract Documents, which are hereby incorporated by this reference:

Notice to Bidders

Introduction

Information to Bidders

Instructions

Bid Quotation Sheet

Specifications

Options List

Agreement

Bid Proposal Form

Addenda, if any

Non-Collusion Affidavit

Drug-Free Workplace Certification

Certification Regarding Debarment, Suspension, Ineligibility & Voluntary Exclusion

Equal Opportunity Employment Form

Workers’ Compensation Certification

Statement Regarding Insurance Coverage

Iran Contracting Act Certification

The Contract Documents shall include all modifications duly incorporated therein. Any and all obligations of the Agency and the Vendor are fully set forth and described therein or are reasonably inferable that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in said documents. The documents comprising the complete contract are sometimes hereinafter referred to as the “Contract Documents” or the “Contract.”

This Agreement shall continue through acceptance by the Agency of all required work and final payment to Vendor. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement. The term of this Agreement shall be from the date in which the Agreement is fully executed by the parties and approved by the Agency’s Board, and shall end on 30 June 2026.

2. ITEMS, SERVICES, MATERIALS, AND SUPPLIES: The Vendor agrees to furnish the item(s) and/or service(s) of the stated bid listed herein, and all transportation, service, labor, and material necessary to furnish and deliver same in the manner designated in, and in strict conformity with, the Specifications, and other Contract Documents, at the price or prices hereinafter set forth for the Term of the Agreement.

3. CONTRACT PRICE: The Agency shall pay to the Vendor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including any applicable sales, use, or other taxes or costs, the sum of which is based on the amounts stipulated on the accepted bid.

4. PAYMENTS. The Vendor shall submit a detailed invoice within thirty (30) days of completion of all the work called for under this Agreement. Agency shall pay Vendor the full amount of the invoice within thirty (30) days of receipt. Vendor shall furnish Agency with a recap of items removed upon request.

5. TERMINATION FOR DEFAULT: If Vendor fails or neglects to deliver or perform any of the goods, articles, or service at the prices named in the Contract Documents, the Agency may, without further notice or demand, cancel and rescind this Contract or may purchase said goods, supplies, or services elsewhere, and hold Vendor responsible and liable for all damages which may be sustained thereby, or on account of the failure or neglect of Vendor in performing any of the terms and conditions of this Contract. It is specifically agreed that time shall be of the essence of this Agreement.

The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the Agency.

6. AGENCY'S RIGHT TO WITHHOLD CERTAIN AMOUNTS: The Agency may withhold a sufficient amount or amounts of any payment otherwise due to the Vendor, as in its judgment may be necessary to cover defective services not remedied, and the Agency may, in its sole discretion, apply such withheld amount or amounts to the payment of such claims.

7. EXTRA OR ADDITIONAL SPECIFICATIONS AND CHANGES: Should the Agency at any time during the performance of the Contract, request any alterations, deviations, additions, or omissions from the Specifications or other Contract Documents, it shall be at liberty to do so, and the same shall in no way affect or make void the Contract, but the cost will be added to or deducted from the amount of said Contract price, as the case may be, by a fair and reasonable valuation. The estimated cost of a proposed change shall be established by hourly service rates (accounting for the cost-saving measures referenced in these bid documents), and agreed upon by the Agency and the Vendor.

No change shall be made in any specification of any item under the Contract unless a written statement setting forth the object of the change, its character, amount, and the expense thereof is first submitted to the Agency and the Agency provides its written consent.

8. **TIME OF COMPLETION:** The Vendor shall begin performance of the Contract promptly upon full execution of this Agreement by the parties. The Vendor is obligated to completely and satisfactorily perform the Contract within the time period(s) specified in the Contract Documents.

11. **ATTORNEYS' FEES:** If suit is brought by either party to this Contract to enforce any of its terms (including all component parts of the Contract Documents), and the Agency prevails in such suit, the Vendor shall pay all litigation expenses incurred by the Agency, including attorneys' fees, court costs, expert witness fees, and investigation expenses.

12. **VENDOR IS NOT AN OFFICER, EMPLOYEE, OR AGENT OF THE AGENCY:** While engaged in carrying out and complying with the terms and conditions of this Contract, the Vendor is an independent vendor and is not an officer, employee or agent of the Agency.

13. **INSURANCE PERMITS AND LICENSES REQUIRED OF THE VENDOR:** The Vendor shall maintain insurance adequate to protect him/her from claims under workers' compensation acts, and from claims for damages for personal injury including death, and damage to property which may arise from operations under the Contract in amounts specified in the Information to Bidders. The Vendor may be required by the Agency to file with the Agency certificates of such insurance. The failure to furnish such evidence, if required, may be considered default by the Vendor.

The Vendor and all of its employees or agents shall secure and maintain in force such licenses and permits as are required by law in connection with the furnishing of materials, articles, or services covered under this Contract. All operations and materials shall be in accordance with the law.

14. **CONDITIONAL BID:** The Agency reserves the right to reject any bid which imposes conditions or terms on services which were not specified in the original bid document.

15. **TERMINATION:** This Agreement may be terminated by the Agency upon thirty (30) days' written notice to Vendor. The Agency's right to terminate under this paragraph shall be in addition to any other rights reserved to Agency under this Contract.

16. **AUTHORITY TO EXECUTE:** The individual(s) executing this Agreement on behalf of the Vendor is/are duly and fully authorized to execute this Agreement on behalf of Vendor and to bind the Vendor to each and every term, condition, and covenant of the Contract Documents.

17. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations not specified within this Agreement. Vendor, by execution of this Agreement, acknowledges Vendor has read the Agreement, understands it, and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties execute this Agreement as of the date set forth above.

VENDOR:

By: _____

Title: _____

Date: _____

(Corporate Seal)

AGENCY:

Antelope Valley Schools Transportation Agency

By: _____

Title: _____

Date: _____

Governing Board Date: _____

Item No.:_____

BID PROPOSAL FORM

Governing Board
Antelope Valley Schools Transportation Agency
670 West Avenue L-8
Lancaster, CA 93534

RE: Bid Proposal for ELECTRIC PASSENGER VANS

TO: Members of the Governing Board

The undersigned, doing business under the full and complete legal firm name as set forth below, having examined the Notice to Bidders, Instructions to Bidders, the General Conditions, the Specifications, the Agreement, and all other documents forming a part of the bid package for the above-referenced bid, hereby proposes to perform the Agreement, including all of its component parts, and to furnish all services, labor, materials, and other items called by them for the prices set forth in the bid quotation sheet(s) contained in said bid package. The entire bid package is submitted, together with this Bid Proposal Form.

Name of Company _____

Legal Status _____
(i.e., sole proprietorship, partnership, corporation)

Tax I.D. Number _____
(Sole Proprietorship only)

Address _____

Authorized
Representative: _____
Signature

Name (print or type)

Title

Date: _____
Telephone: _____
Email: _____

NON-COLLUSION DECLARATION

to Be Executed by Bidder and Submitted
with Bid

Bid #25-001 Electric Passenger Vans''

(Public Contract Code Section 7106)

State of California

Los Angeles County

I, _____ [insert your name], being first duly sworn, deposes and says that I am _____ [insert title] of _____ [insert name of bidding entity/company], the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has directly or indirectly colluded, conspired, connived, or agreed with any bidder of anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Signature of Corporate Office

Date

DRUG-FREE WORKPLACE CERTIFICATION

I, _____, am the _____ of _____
(Print Name) (Title) (Vendor Name)

I declare, state and certify to all of the following:

1. I am aware of the provisions and requirements of California Government Code §§ 8350 *et seq.*, the Drug-Free Workplace Act of 1990.
2. I am authorized to certify, and do certify, on behalf of Vendor that a drug free workplace will be provided by Vendor by doing all of the following:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Vendor's workplace and specifying actions which will be taken against employees for violation of the prohibition.
 - b. Establishing a drug-free awareness program to inform employees about all of the following: (i) the dangers of drug abuse in the workplace; (ii) Vendor's policy of maintaining a drug-free workplace; (iii) the availability of drug counseling, rehabilitation and employee-assistance programs; and (iv) the penalties that may be imposed upon employees for drug abuse violations.
 - c. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required above, and that as a condition of employment by Vendor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.
3. Vendor and I understand that if the Agency determines that Vendor has either: (i) made a false certification herein, or (ii) violated this certification by failing to carry out and to implement the requirements of California Government Code § 8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Vendor and I further understand that, should Vendor violate the terms of the Drug-Free Workplace Act of 1990, Vendor may be subject to debarment in accordance with the provisions of California Government Code §§ 8350 *et seq.*
4. Vendor and I acknowledge that Vendor and I are aware of the provisions of California Government Code §§ 8350 *et seq.* and hereby certify that Vendor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

I declare under penalty of perjury under the laws of the State of California that all of the foregoing is true and correct. Executed this _____ day of _____, 20____

at _____.
(City and State)

By: _____
(Typed or Printed Name)
Title: _____

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY & VOLUNTARY EXCLUSION

I am aware of and hereby certify that neither _____ nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/ vendor or any lower participant is unable to certify this statement, it shall attach an explanation to this bid.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named bidder on the _____ day of _____, 20____ for the purposes of submission of this bid.

(Corporate Seal)

By _____
Signature

Typed or Printed Name

Title

Date

As the awardee under this bid, I hereby certify that the above certification remains valid as of the date of contract award.

(Corporate Seal)

By _____
Signature

Typed or Printed Name

Title

Date

EQUAL OPPORTUNITY EMPLOYMENT

Federal affirmative action regulations mandate that federal vendors include an equal opportunity (EO) clause in all contracts, subcontracts, and purchase orders. The intent is to make the nondiscrimination and affirmative action provisions of Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, the Vietnam Era Veterans' Readjustment Assistance Act, and the Jobs for Veterans act flow down to all tiers of vendors.

This vendor and subvendor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime vendors and subvendors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

I/We hereby certify that we are an equal opportunity employer as defined in the Equal Opportunity Act.

(Corporate Seal)

By _____
Signature

Typed or Printed Name

Title

Date

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation Insurance in this state.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-Insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Name of the Vendor

By: _____
Signature

Print Name

Title

Date

(This certificate must be signed and filed with the awarding body prior to performing any work under this Agreement.)

STATEMENT REGARDING INSURANCE COVERAGE

Bidder hereby certifies that the Bidder has reviewed and understands the insurance coverage requirements specified in the bid documents. Should the Bidder be awarded the Contract for the work, Bidder further certifies that the Bidder can meet the specified requirements for insurance, including insurance coverage of subvendors, as applicable, and agrees to name the Antelope Valley Schools Transportation Agency and its officials, trustees, officers, agents, employees, volunteers, and representatives as additional insureds for the work specified.

Name of the Bidder

By: _____
Signature

Print Name

Title

Date

IRAN CONTRACTING ACT CERTIFICATE

Pursuant to California Public Contract Code Section 2200 *et seq.*, (the "Iran Contracting Act of 2010"), Vendor certifies that:

- (1) Vendor is not identified on the list created by the California Department of General Services ("DGS") pursuant to Public Contract Code Section 2203(b) as a Person engaging in investment activities in Iran; and
- (2) Vendor is not a financial institution that extends twenty million dollars (\$20,000,000) or more in credit to another Person, for 45 days or more, if that Person will use the credit to provide goods or services in the energy sector in Iran and is identified on the DGS list made pursuant to Public Contract Code Section 2203(b).

As used herein, "Person" shall mean a person as defined in Public Contract Code Section 2202(e).

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the Vendor to this Certification, which is made under the laws of the State of California.

Name of the Vendor

By:_____
Signature

Print Name

Title

Date

104-5/7266778.1

104-5/7267200.1