

**AGREEMENT WITH A-Z BUS SALES INCORPORATING  
PUBLIC CONTRACT CODE 20118 FOR PURCHASE OF SCHOOL BUSES**

---

This Agreement ("Agreement") is entered into between the Tahoe Truckee Unified School District ("District") and A-Z Bus Sales ("Vendor") (collectively "Parties") in order to incorporate a contract pursuant to Public Contract Code 20118 for school buses ("School Buses") as follows:

**RECITALS**

WHEREAS, the District wishes to purchase certain School Buses from Vendor in a cost-effective manner;

WHEREAS, the Waterford Unified School District ("Agency") published its notice to bidders for Bid #01/22 for an eligible vendor to supply and deliver School Buses through December 31, 2023 ("Agency Notice");

WHEREAS, Vendor submitted a Bid Form to the Agency Notice, which is attached hereto as **Exhibit "A"** and incorporated herein by reference;

WHEREAS, Agency selected Vendor based on Vendor's Bid Form and Agency awarded the Term Contract Award with an effective date of November 11, 2021 to Vendor for the provision of the School Buses at a specified price ("Vendor Agreement"), which award document is attached hereto as **Exhibit "A"** and incorporated herein by reference;

WHEREAS, the Vendor Agreement was extended by the Vendor until December 31, 2023, by execution of an Extension Agreement, dated on or about November 3, 2022, which Extension Agreement is attached hereto with the Vendor Agreement in **Exhibit "A,"** (the Vendor Agreement and the Extension Agreement shall be collectively referred to hereafter as the "Vendor Agreement");

WHEREAS, Section 20118 of the California Public Contract Code provides that, notwithstanding Sections 20111 and 20112, the governing board of any school district, without advertising for bids, if the board has determined it to be in the best interests of the district, may authorize the lease or purchase of personal property directly from a vendor by contract, lease, requisition, or purchase order and make payment to the vendor under the same terms that are available to a public corporation or agency under an existing contract between the public corporation or agency and a vendor for the lease or purchase of the personal property;

WHEREAS, the Agency Notice and the Vendor Agreement contain a "piggyback" provision permitting the District to utilize the response to the Agency Notice and Vendor Agreement pursuant to Section 20118 of the California Public Contract Code;

WHEREAS, the District has determined that it is in its best interests to purchase the School Buses from Vendor by piggybacking on the same terms as provided via the Vendor Agreement; and

WHEREAS, Vendor wishes to provide the District with the School Buses pursuant to the Vendor Agreement;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the Parties have agreed and do agree as follows:

## TERMS AND CONDITIONS

1. This School Buses and sales price are identified in **Exhibit "B"**, which is attached hereto and incorporated herein by reference.
2. This Agreement fully incorporates by this reference the following documents:
  - 2.1. The Notice to Bid, proposal and price list submitted by Vendor to Agency in response to the Agency Notice.
  - 2.2. The Agency Notice, including all of its provisions and documents incorporated therein by reference or operation of law.
  - 2.3. The School Buses and sales price list.
3. To the extent any term or condition of this Agreement is inconsistent with the Agency Notice, the Agency Notice shall control, except for the delivery, payment, venue, or jurisdiction provisions in this Agreement which shall control over all other contradictory provisions.
4. The total not-to-exceed cost for the School Buses shall be one hundred ninety-two thousand six hundred twenty one and 97/100 Dollars (\$192,621.97) ("Total Cost"), which consists of the cost for the School Buses, taxes and shipping, as identified in **Exhibit "B"**.
5. The District shall pay the Total Cost for the School Buses within thirty (30) days after (1) delivery of School Buses and acceptance by District or (2) of an undisputed invoice from Vendor to the District, whichever is later; and
6. Vendor hereby acknowledges and certifies that the prices indicated herein and in the referenced documents are the prices indicated and/or authorized in the Agency Notice.
7. Vendor shall deliver the School Buses according to a delivery schedule to be agreed to by the Parties.
8. The Parties acknowledge that each of them has fully discussed the contents of this Agreement with their chosen representatives and/or legal counsel and has had the benefit of legal counsel in negotiating and drafting the terms of this Agreement. Accordingly, this Agreement shall not be construed as having been drafted by one party or the other.
9. This Agreement and the attachments hereto and the documents specifically incorporated into the Agreement by reference, constitute the entire Agreement between the District and Vendor. No other promises, contracts, or statements between the Parties shall be binding unless made in writing and signed by all Parties hereto.
10. Each party hereto shall bear its own costs and attorneys' fees incurred or connected with the drafting and signing of this Agreement and the events leading up to this Agreement.
11. This Agreement and the rights and obligations of the Parties hereunder shall be construed and interpreted in accordance with the laws of the State of California. Any action or proceeding to enforce this Agreement shall be commenced and maintained in Nevada County, California. Notwithstanding any provision to the contrary, this venue and jurisdiction provision shall control over any contradictory provision in the Agency Notice.
12. The Parties hereto hereby agree to execute all such other documents and to take all such other action as may be reasonably necessary to affect the purposes of this Agreement.

13. This Agreement may be executed in several counterparts and shall be deemed legally effective at such time as counterparts thereof duly executed on behalf of all Parties have been furnished and delivered to the Parties themselves or the attorneys the Parties to this Agreement. Signature of copies and facsimile or electronic versions of this Agreement shall have the same force and effect as signature of the original.

ACCEPTED AND AGREED on the date indicated below:

Dated: \_\_\_\_\_, 2022

Dated: \_\_\_\_\_, 2022

**Truckee Tahoe Unified School District**

**A-Z Bus Sales**

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

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

Print Name: Carmen Ghysels

Print Name: \_\_\_\_\_

Print Title: Superintendent  
Chief Learning Officer

Print Title: \_\_\_\_\_

**Exhibit "A"**

Bid Form, Agency Contract, and Extensions



1900 S. Riverside Ave.  
Colton, CA 92324



www.a-zbus.com



800-437-5522



November 3, 2022

Ms. Araseli C. Zamora  
Business Manager  
Waterford Unified School District  
219 N. Reinway Avenue, Bldg. 2  
Waterford, CA 95386

Re: Bid #01/22 "School Buses" – Request for Renewal & Addendum

Dear Ms. Zamora;

A-Z Bus Sales, Inc. would once again like to thank Waterford USD for the opportunity to participate in your Bid #01/22.

We would like to respectfully request an extension of Bid #01/22 through December 31, 2023 with the following changes:

1. A 5% increase per base model to cover standard factory model year price adjustments as allowed by the bid.
2. A 5% increase per option to cover standard factory price adjustments as allowed by the bid.
3. A revision of available options as per the attached addendum to reflect specific manufacturer model option & cost changes.
4. A revision in the delivery timeline requirements from "180 days after receipt of order" to "180-360 days after receipt of order" due to the supply chain manufacturing challenges in these unprecedented economic times.



1900 S. Riverside Ave.  
Colton, CA 92324



www.a-zbus.com



800-437-5522



SPECIFICATION:

**New 81 Passenger Rear Engine Transit School Bus**

**ADDITIONAL AVAILABLE OPTIONS: Page 13-20:**

(Each / Add applicable sales tax to all pricing)

**Option 3e1.)** Single LH luggage compartment w/shocks & lights  
(\*Available only with Roof (or) No AC system) – Add \$1,342

**Option 3n.)** DC level-3 charging only EV Package  
(\*Replaces “combo CCS-1 with level 2 capability” as provided on Option 2.) / Available only on certain models) – Deduct \$5,000

**Option 4c.)** Upgraded fuel tank cylinders & valve assemblies for CNG  
(\*Required for MY23 & Newer) – Add \$24,590

**Option 45g.)** Replace school bus 12” split-sash windows with Transit style MFSAB windows – Add \$21,708

**Option 52e.)** DC Level 3 station with 19-40 kwh capability – Add \$32,950

**Option 53.)** Current model year changes for Engine & System compliance to meet CARB emissions standard requirements (\*All Engine / Fuel types) – Add \$18,456



1900 S. Riverside Ave.  
Colton, CA 92324



www.a-zbus.com



800-437-5522



SPECIFICATION:

**New 84 Passenger Front Engine Transit School Bus**

**ADDITIONAL AVAILABLE OPTIONS: Page 12-19:**

(Each / Add applicable sales tax to all pricing)

**Option 3e1.)** Single LH luggage compartment w/shocks & lights  
(\*Available only with Roof (or) No AC system) – Add \$1,342

**Option 3n.)** DC level-3 charging only EV Package  
(\*Replaces “combo CCS-1 with level 2 capability” as provided on Option 2.) / Available only on certain models) – Deduct \$5,000

**Option 44g.)** Replace school bus 12” Split-sash windows with Transit style MFSAB windows – Add \$21,708

**Option 51e.)** DC Level 3 station with 20-40 kwh capability – Add \$32,950

**Option 52.)** Current model year changes for Engine & System compliance to meet CARB emissions standard requirements (\*All Engine / Fuel types) – Add \$18,456



1900 S. Riverside Ave.  
Colton, CA 92324

www.a-zbus.com

800-437-5522



SPECIFICATION:

**New 75 Passenger Conventional School Bus**

**ADDITIONAL AVAILABLE OPTIONS: Page 11-18:**

(Each / Add applicable sales tax to all pricing)

**Option 3e1.)** Single LH luggage compartment w/shocks & lights  
(\*Available only with Roof (or) No AC system) – Add \$1,342

**Option 3n.)** DC level-3 charging only EV Package  
(\*Replaces “combo CCS-1 with level 2 capability” as provided on Option 2.) / Available only on certain models) – Deduct \$5,000

**Option 46g.)** Replace school bus 12” split-sash windows with Transit style MFSAB windows – Add \$21,708

**Option 53e.)** DC Level 3 station with 20-40 kwh capability – Add \$32,950

**Option 54.)** Current model year changes for Engine & System compliance to meet CARB emissions standard requirements (\*All Engine / Fuel types) – Add \$18,456





1900 S. Riverside Ave.  
Colton, CA 92324



www.a-zbus.com



800-437-5522



SPECIFICATION:

**New 24 Passenger Type-A1 School Bus**

**ADDITIONAL AVAILABLE OPTIONS: Page 9-14:**

(Each / Add applicable sales tax to all pricing)

**Option 3h5.)** DC Level 3 station with 20-40 kwh capability – Add \$32,950

**Option 3k.)** DC level-3 charging only EV Package  
(\*Replaces “combo CCS-1 with level 2 capability” as provided on Option 2.) / Available  
on only certain models) – Deduct \$5,000

**Option 28e.)** Replace school bus 12” split-sash windows with Transit style MFSAB  
windows – Add \$18,433

**Option 30a.)** AC: Rear Freeblow Tie-in Single compressor & OEM front – Change to Add  
\$4,904

**Option 30b.)** AC: In-wall Freeblow Tie-in single compressor & OEM front – Change to  
Add \$5,686

**Option 40.)** Current model year changes for Engine & System compliance to meet CARB  
emissions standard requirements (\*All Engine / Chassis / Fuel types) – Add \$18,456



1900 S. Riverside Ave.  
Colton, CA 92324



www.a-zbus.com



800-437-5522



SPECIFICATION:

**New 25 Passenger Type-A1 School Bus**

**ADDITIONAL AVAILABLE OPTIONS: Page 9-14:**

(Each / Add applicable sales tax to all pricing)

**Option 3i5.)** DC Level 3 station with 20-40 kwh capability – Add \$32,950

**Option 3l.)** DC level-3 charging only EV Package  
(\*Replaces “combo CCS-1 with level 2 capability” as provided on Option 2.) / Available  
on only certain models) – Deduct \$5,000

**Option 26e.)** Replace school bus 12” split-sash windows with Transit style MFSAB  
windows – Add \$18,433

**Option 39.)** Current model year changes for Engine & System compliance to meet CARB  
emissions standard requirements (\*All Engine / Chassis / Fuel types) – Add \$18,456



1900 S. Riverside Ave.  
Colton, CA 92324

www.a-zbus.com


800-437-5522



Should you have any questions or concerns or if you would like to discuss this matter further, please feel free to call me. We look forward to continuing the excellent relationship we maintain with the District.

Respectfully submitted,

Bidder: A-Z Bus Sales, Inc.



John Landherr


President & CEO

P: 951-781-1841

F: 951-781-9806

Jlandherr@a-zbus.com

School District: Waterford Unified SD

Accepted: 

Declined: \_\_\_\_\_

Signature: 

Printed Name: Lisa Hawkins

Title: President

Date: 11/10/22

**Exhibit "B"**

School Buses List, Sales Price and Total Cost Summary



3418 52nd Ave  
Sacramento, CA, 95823  
(800) 458-6363  
<https://a-zbus.com>

Gabriel Hightman  
(408) 688-4774  
ghightman@a-zbus.com

Quote #SAC234  
November 21, 2022

## 2023 (or) Newer Blue Bird BBCV 2610

Customer:	Tahoe-Truckee Unified School District	Attn:	Tony Lavezzo
Mailing Address:	12485 Joerger Dr Truckee, CA, 96161	Phone:	(530) 550-0776
		Email:	tlavezzo@ttusd.org

Quantity:	1	Wheelbase:	217"
GVWR:	30,280	Transmission:	Allison 2500 PTS SEM
Engine:	CUMMINS B6.7L 260HP	Suspension:	Spring / Air
Fuel Type:	Diesel	Brakes:	Air Disc
Fuel Port:	Standard	Upholstery:	Blue
Capacity:	42 Amb + 2WC 8 CRs	WC Lift:	Braun Century 800
AC:	MCC Roof Mount QP55 Compressor Freeblow Front and Rear In Wall		

### Body Content

- 'STOP WHEN RED LIGHTS FLASH'
- ACOUSTIC HEADLINING FULL LENGTH
- BODY CONSTRUCTION FM/CMVSS 221
- BUZZER,REAR EMERG DOOR
- COMPARTMENT,STORAGE,OVERHEAD,LOCKNG
- COVERING,FLOOR,RUBBER,BLACK
- DAYTIME RUN LGTS,W/ P/BRAKE DEACTIVATE
- DOOR CONTROL,AIR PWR,MOM SW,2-POS
- DOUBLE,LHMM,LUGGAGE,22.70 CU.FT.
- EMERGENCY DOOR ARROWS
- 4 PC FLAT SHADED W/S
- BATTERY COMPARTMENT,ROLLER TRAY,CHAS MTD
- BUZZER,L/H SIDE EMERG DOOR
- CAMERA,SYSTEM,BACK UP VIEW
- CONSOLE MOUNT,ARM REST
- D/SEAT,NATIONAL,PREM,AIR,MORD,CHAR
- DELETE,ROOF HATCH BUZZER
- DOOR,ENTRANCE,OUTWARD OPENING
- DOUBLE,RHMM,LUGGAGE,22.70 CU.FT.
- EMERGENCY DOOR LS 28IN

- EXTERIOR SOLID NSBY
- FLAT FLOOR,W/O REAR WHEELHOUSING
- FLOOR,PLYWOOD,5/8" TREATED
- HEATER,80K,RH,REAR WALL
- KIT,TIE DOWN, W/CHAIR, FF612S-4C-7
- LETTERING,EMERGENCY EXIT,ABOVE EXIT
- LIFT,WHEELCHAIR,800 LB,BRAUN NL919FIB-2
- LIGHT,4" LED,STOP/TAIL,VANDAL RESIST
- LIGHT,LIFT AREA,INTERIOR,LED
- LIGHT,STROBE,SELF-CONT,LED,CLEAR
- LIGHTS,DIRECTIONALS,RR,AMBER LED
- LIGHTS,WARN,LED,8-LGT,AMB/RED
- LOCATION,STROBE,4 FEET FROM REAR OF ROOF
- LUGGAGE CMPT LIGHT,DOOR ACTIVATED
- MIRROR,EXT,OPEN VIEW,ES SPLIT SYSTEM
- MODULE,SEAT,COLOR,BLUE
- PAINT, INTERIOR, ASTRO WHITE
- RADIO,AM,FM,MP3,USB,SD,MMC,BT WITH PA
- SIDE LIFT DOOR,REAR OVERHANG
- SPRING,GAS,DOUBLE DOOR,LUGGAGE BOX
- STEPTREAD,VINYL,BLACK
- STEPWELL, GALVANIZED
- SWITCH,EMERGENCY OVERRIDE
- TRIM,AISLE,ALUMINUM
- VENT,SPHEROS,STANDARD
- WHEELS,STEEL,8.25X22.5,YEL,5HH
- FLAPS FRONT RUBBER
- FLOOR TRACKS FOR W/C & PASS SEATS
- HEATED MIRROR,EXT,W/REM CTRL
- INDICATOR,W/L SYSTEM,AMBER/RED
- LATCH,LOCKING,DOOR BATTERY CMPT
- LGTS,DIR,FRT AMBER,FENDER MNT,LED
- LIGHT,4" BACKUP,LED,VANDAL RESIST
- LIGHT,7" STOP/TAIL,LED
- LIGHT,STEPWELL,LED
- LIGHTS,CL/MK,LED,2 AMBER,2 RED
- LIGHTS,DOME,15 CANDLEPOWER
- LOCATION,STOP ARM,REAR
- LOGO,BIRD ONLY,VINYL,BLACK
- MIRROR,CROSSVIEW,EYE-MAX LP
- MIRROR,REARVIEW,INT 6X30,W/MONITOR
- PAINT DESIGN,BRIGHT WHITE ROOF,12.5 IN
- PANEL,SIDE,16 GA,25 3/4 SKIRT
- RUB RAILS, LIFT DOOR
- SINGLE,LHOH,LUGGAGE,14.5 CU.FT.
- SPRING,GAS,SINGLE DOOR,LUGGAGE BOX
- STEPTREAD,VINYL,RIBBED
- STOP ARM,ELEC,LED,HI-IN,CLUSTER
- SYSTEM,WARN,8-LGT,N/SEQ
- VANDAL LOCK - REAR EMERGENCY DOOR
- VISOR,ACRYLIC,LEFT SIDE,ADJUST,OPAQUE
- YELLOW ENTRANCE DOOR

## Chassis Content

- ALTERNATOR, LEECE-NEV, BRUSHLESS, 280 AMP
- BRAKE INTERLOCK CONTROL, LIFT DOOR
- BRAKES, AIR DISC, BENDIX
- BUMPER, FRONT, STEEL 15IN
- CRUISE CONTROL
- ELECTRONIC STABILITY CONTROL
- ENGINE EMISSION CONTROL, EPA /CARB 2022
- GOVERNOR, ROAD SPEED, 70 MPH
- SWITCH, BATTERY DISCONNECT
- TIRES, MICH, 255/70R22.5 XZE, LRH
- TOW HOOKS, REAR
- UNDERCOAT, MODIFIED WAX, PREMIUM
- BATTERIES, GROUP 31, THREE
- BRAKE INTERLOCK, AIR BRAKES
- BRAKES, ANTI-LOCK (ABS), AIR
- BUMPER, REAR, STEEL
- DRYER, AIR, BENDIX AD-IP
- ENG, CUM B6.7, DSL, 260HP@660LB-FT, EPA/CARB
- FUEL SYSTEM, DSL, 60 GAL BFR RH FILL
- SUSPENSION, AIR, REAR, HENDRICKSON, 21K
- T/PIPE, THROUGH BUMPER
- TOW HOOKS, FRONT
- TRANS, ALLISON, 2500PTS 5 SPD
- VALVE, DRAIN, MANUAL, AIR TANK

Dealer Added Content

- Electric air drain valves with controls in Dr's compt.
- EP1 Child Check safety system - Wired to CA Specs
- Extend L-Track adjacent to LH E-door to match existing WC track
- FE/FAK/Reflectors/Decals - CA Spec
- Fog lights in front bumper area
- Hand held stop sign & Holder
- Lettering - Beltline/CA #/Unit #'s
- MCC Roof Mount QP55 Compressor Freeblow Front and Rear In Wall
- On-Spot Tire Chains
- Safety belt & pad kit for Braun lift - Blue upholstery
- W/C Position Adjacent to Lift Door



Pricing
---------

Unit Price before Sales Tax:	\$ 181,626.98
Taxable Amount:	\$ 133,327.62
Non-Taxable Amount:	\$ 48,299.36
8.250% Sales Tax Total:	\$ 10,994.99
Total Per Unit w/Sales Tax Included:	\$ 192,621.97
Grant per bus	-\$0.00
Total Grant Amount	-\$0.00
Grand Total For 1 Unit(s):	\$192,621.97

Acceptance
------------

Signature: \_\_\_\_\_ Title: \_\_\_\_\_  
 Name: \_\_\_\_\_ Date: \_\_\_\_\_

**\*Notice of Intent to Purchase:**  
 By signing this vehicle quotation above, it signifies the intent of Tahoe-Truckee Unified School District to purchase the vehicle(s) as listed on this document, from A-Z Bus Sales, Inc. This purchase is based on this Vehicle quotation and is subject to approval by our School Board at their \_\_\_\_\_ (date) Board meeting. \_\_\_\_\_ (Initial Here)

\*All pricing is based upon the Waterford Unified School District piggyback bid awarded to A-Z Bus Sales. A copy of all piggyback bid documents is available from A-Z Bus Sales, Incorporated.

All pricing valid for 30 days, or availability of stock units at time of purchase order. Prices quoted herein are based upon Federal, State, and Local Laws and Regulations governing truck equipment and performance levels in effect as of the date hereof. Buyer will pay for any equipment or performance changes, modifications, or additions required by any changes in such laws or regulations subsequent to the date hereof at the increased cost to Seller.

Required Information

**Delivery Address:**

**Initial here:** \_\_\_\_\_

\_\_\_\_\_

**DMV Information:**

Please confirm DMV registration name and address by signing below. Fill other sections as applicable.

Register To Name: \_\_\_\_\_

Register To Address: \_\_\_\_\_

Signature Confirming DMV Address: \_\_\_\_\_

Signature, Name & Title

Exempt

Private

Out of State | Customer Demand

**Lettering Information:**

**Initial Here:** \_\_\_\_\_

Beltline Lettering: \_\_\_\_\_

CA #: \_\_\_\_\_ Unit #s: \_\_\_\_\_

**Lienholder Information:** (if none, write "none")

Lienholder Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Contact Number: \_\_\_\_\_

**Grant Information:** (if applicable)

Agency Name: \_\_\_\_\_ Grant Deadline: \_\_\_\_\_