

**COMMONWEALTH OF VIRGINIA  
DIVISION OF PURCHASES AND SUPPLY  
1111 E. BROAD STREET, P. O. BOX 1199  
RICHMOND, VIRGINIA 23218-1199**

**CONTRACT RENEWAL**

1. DATE	<b>September 30, 2009</b>
2. COMMODITY NAME	<b>School Buses</b>
3. CONTRACT NUMBER	<b>E194-807-2-10</b>
4. CONTRACT PERIOD	<b>October 1, 2009 through September 30, 2010</b>
5. SUPERSEDES	<b>E194-807-02-09</b>
6. AUTHORIZED USERS	State Agencies and Other Public Bodies
7. CONTRACTORS' FEIN NUMBER	See page 3
8. CONTRACTOR	See page 3
9. CONTRACTORS' PHONE NUMBER	See page 3
10. TERMS	Net 30
11. DELIVERY	See page 5
12. F.O.B	Destination
13. PRICES AND OPTIONS	See Price Schedule
14. FOR CONTRACT INFO. CONTACT:	Jessica L. Milburn
	Phone (804) 786-3857
	E-mail: <a href="mailto:jessica.milburn@dgs.virginia.gov">jessica.milburn@dgs.virginia.gov</a>

15. ADDITIONAL COPIES OF CONTRACTS AND ANY ASSOCIATED CONTRACT CHANGES MAY BE VIEWED AND PRINTED AT THE DPS WEBSITE: [www.dgs.state.va.us/dps](http://www.dgs.state.va.us/dps)

16. NOTICE TO ALL STATE AGENCIES: This contract is the result of a competitive solicitation and its use is mandatory for all State Agencies (unless otherwise indicated in item 6 above) in the purchase of any commodity listed herein. If the commodity or services available under this contract cannot be used by an agency, a request to purchase other goods or services of a similar nature shall be submitted to the appropriate DGS/DPS contract/purchase officer for approval. A complete and factual written justification is necessary to support the request. Refer to Section 13.7a of the Agency Procurement and Surplus Property Manual.

17. **Note:** This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

By: **Jessica L. Milburn**  
Statewide Services Contract Officer

**INSTRUCTIONS**

1. Purchase orders will be submitted to the contractor via the Commonwealth of Virginia's electronic procurement system, also known as eVA. The orders will be governed by this agreement and the terms and conditions contained in the separate agreement for participation in eVA executed by the contractor. If this contract is authorized for use by localities, Virginia cities, counties, town and political subdivisions may use this contract only if the orders are placed through eVA.
2. Inspection on delivery and approval of vendor's invoice is the responsibility of receiving state agency, Virginia, city, county, town or political subdivision.
3. Any complaint as to quality, faulty or delinquent delivery, or violation of contract provisions by contractor shall be reported to the Division of Purchases and Supply for handling with the contractor. Preprinted forms (DGS-41-024), by which to facilitate the notification of the contractor and this office of complaints, are available from the Division of Purchases and Supply (786-8873).
4. Renewals. One (1), one year renewal remains. The decision as to whether to exercise the next renewal option will be made by the contract officer approximately four to six months in advance of the expiration date of the current term.

CONTRACT NO.                    E194-807-02-10  
    October 1, 2009 – September 30, 2010

VENDOR ORDER ADDRESS LIST

<u>FIN</u>	<u>NAME/ADDRESS/CONTACT PERSON</u>	<u>TELEPHONE</u>
54-1439120	Kingmor Supply, Inc. 3400 Cross Keys Road Harrisonburg, VA 22801 Contact: Floyd W. Morris. Fax: (540) 433-0099 Email: floyd@kingmorsupply.com	PH. ((540) 433-0073

## CONTRACT HIGHLIGHTS

- Volume Pricing. This contract allows localities to combine their requirements with other localities to achieve great volume discounts. The discounts are based on the total number of buses ordered at one time and can be of mixed size and type.
- Trade-Ins. Trade-ins are allowed on a one for one basis subject to locality rules.
- Option Discounts. Option discounts are offered for any non-listed options.
- Labor & Parts. Labor rates and a parts discount from list price are offered.
- Pricing. The pricing for the buses and related options, etc are listed in a separate document called the "pricing schedule".

# NOTICE

These Specifications define certain, but not all, components required on school bus chassis purchased by public school divisions. The requirements for chassis are contained in Regulations Governing Pupil Transportation, Including Minimum Standards, for School Buses in Virginia. Copies of the regulations and standards can be reviewed at the chassis manufacturer's zone/ district office or at the office of the local superintendent of schools.

Any variation from the specifications, in the form of additional equipment or changes in style of equipment, without prior approval of the Pupil Transportation Service, Department of Education, is prohibited.

The responsibility for compliance with these school bus specifications rests with dealers and manufacturers. If any dealers or manufacturers sell school bus vehicles that do not conform to any or all of these specifications, a general notice will be sent to all school divisions advising that equipment supplied by such dealer or manufacturer will be disapproved for school transportation until further notice. A copy of notice will be sent to the dealer or manufacturer and will remain in effect until full compliance by the dealer or manufacturer is assured.

New vehicle preparation must be performed by dealer prior to delivery and includes in bid the cost of usual pre-delivery inspections.

**TAXES:** No Federal Tax is to be included in bid, including tires. Tax Exemption Registration number will be furnished.

**LICENSE:** Thirty day license tags shall be furnished with the vehicle.

**TITLE PAPERS:** All papers for titling purposes shall be delivered with the vehicle.

**ORDERING:** All orders will be placed to the vendor using eVA or eVALite.

**INVOICING:** When two or more entities combine requirements on a single purchase order, separate Invoices shall be prepared for each entity.

**DELIVERY:**

**Thomas:** 120 – 180 days ARO

**VOLUME DISCOUNT:** Volume discount applies to the base price of bus only--not options. The volume number used for calculating the discount is the number of buses ordered irrespective of type and/or size. State agencies and localities can combine their requirements and process as one order to take advantage of the volume discount.

## GENERAL TERMS & CONDITIONS

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- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at [www.dgs.state.va.us/dps](http://www.dgs.state.va.us/dps) under "Manuals."
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their proposals, Offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
    - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
    - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
    - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
  2. The contractor will include the provisions of 1, above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any

public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their proposals, Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** By submitting their proposals, Offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. **PAYMENT:**
  - 1. **To Prime Contractor:**
    - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
    - b. Any payment terms requiring payment in less than 45 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 45 days, however.
    - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
    - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
    - e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to

those charges which are not in dispute (*Code of Virginia, § 2.2-4363*).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
  - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
  - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

I. **PRECEDENCE OF TERMS:** Paragraphs A-J of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

J. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

K. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

L. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:

- 1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
- 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
  - a. By mutual agreement between the parties in writing; or
  - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to

audit the contractor's records and/or to determine the correct number of units independently; or

- c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
  
- M. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
  
- N. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
  
- O. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

**INSURANCE COVERAGES AND LIMITS REQUIRED:**

1. Workers' Compensation - Statutory requirements and benefits.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$500,000 combined single limit. Commercial General Liability is to include Premises/Operations Liability, Products and Completed Operations Coverage, and Independent Contractor's Liability or Owner's and Contractor's Protective Liability. The Commonwealth of Virginia must be named as an additional insured when requiring a Contractor to obtain Commercial General Liability coverage.  
**(Note to Agency/Institution:** When the requirement is for parking facilities and garages for motor vehicle maintenance contracts, the forgoing sentence should be

changed to read: These coverages are to include Products, Completed Operations Coverage and Garagekeeper's Liability.)

4. Automobile Liability - \$500,000 - Combined single limit. (Only used if motor vehicle is to be used in the contract.)

- P. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- Q. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

- R. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, web site portal [www.eva.state.va.us](http://www.eva.state.va.us), streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA; failure to register will result in the bid/proposal being rejected.

- a. eVA Basic Vendor Registration Service: \$25 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, and electronic bidding.
- b. eVA Premium Vendor Registration Service: \$25 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments, and ability to research historical procurement data, as they become available.

## **SPECIAL TERMS AND CONDITIONS**

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1. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to the Commonwealth of Virginia will be used in product literature or advertising. The Contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
2. **AUDIT:** The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
3. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
4. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
5. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.
6. **PILOT REQUIREMENT:** All buses offered pursuant to this solicitation shall have completed a pilot program approved by the Virginia Department of Education.
7. **PRICE ESCALATION/DE-ESCALATION:** Price adjustments may be permitted for changes in the contractor's cost of the buses. Price escalation may be permitted only at the end of each contract year. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the Commonwealth.

Contractor shall give not less than 30 days advance notice of any price increase to the purchasing office. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 30 day notification period. The contractor shall document the amount and proposed effective date of any general change in the price of the bus. Documentation shall be supplied with the contractor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the Commonwealth of Virginia; (2) provide detailed information justifying the manufacturer's increased wholesale price (to include specific costs associated with meeting Federal mandates) which is being passed on to the contractor; and (3) the contractor must provide documentation that only the amount of the manufacturer's increase is included in the price

adjustment.

The purchasing office will notify the using agencies and contractor in writing of the effective date of any increase which it approves. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing office.

8. **PRIME CONTRACTOR RESPONSIBILITIES:** The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
9. **QUANTITIES:** Quantities set forth in this solicitation are estimates only, and the Contractor shall supply at proposed prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.
10. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth for a period of up to one (1), one year under the terms and conditions of the original contract except as stated above. The base of the resulting contract is subject to negotiation; however in no case will the contract period be more than five years, to include potential option years. Written notice of the Commonwealth's intention to renew will be given approximately 90 days prior to the expiration date of each contract period.

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### **Requirements**

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In addition to meeting the specifications outlined for each bus, the Commonwealth expects the following criteria to be met:

1. **Delivery.** By submitting proposals, Offerors certify and warrant that all offered prices are FOB ordering entity. Each purchase order will specify the exact delivery location. Offeror must give buyer 2 business days notice prior to delivery.
2. **Liquidated Damages.** Delivery is required not later than 180 days to any district in the Commonwealth. It is understood and agreed by the Offeror that time is of the essence in the delivery of school buses. In the event school buses are not delivered by the date specified there will be deducted, not as a penalty but as liquidated damages, the sum of \$50 per day for each and every business day of delay beyond the time specified; except that if the delivery be delayed by any act, negligence, or default on the part of the Commonwealth, public enemy, war, embargo, fire, or explosion not caused by the negligence or intentional act of the contractor or his supplier(s), or by riot, sabotage, or labor trouble that results from a cause or causes entirely beyond the control or fault of the contractor or his supplier(s), a reasonable extension of time as the procuring public body deems appropriate may be granted. Upon receipt of a written request and justification for any extension from the contractor, the purchasing office may extend the time for performance of the contract or delivery of goods herein specified, at the purchasing office's sole discretion, for good cause shown.
3. **Warranty.** The Offeror agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Offeror gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation. A copy of this warranty should be furnished with the

proposal. Additionally, copies of overall extended warranty plans quoted in Appendix E, Option Pricing, should be included as an attachment to your RFP response.

4. eVA. The Contract Users will submit orders to the Contractor via the Commonwealth's electronic procurement system. Contractors must register on eVA.
5. Ordering Methods. The Commonwealth requires Offeror(s) to accept orders via the eVA ordering system. Contractors must also have a local Virginia telephone number, or a toll free (800) number, or agree to accept collect calls. Each Contract User is responsible for placing its own orders through eVA. Contract Users may specify needs by phone, fax, or email; however, actual orders must be placed through eVA.
6. Lease Purchase. A school district or locality may decide to purchase school buses on a lease purchase basis. If such a financing vehicle is the buyer's preferred method, both the buyer and vendor must approve the terms, with pricing consistent with that proposed through this RFP.
7. Payment Terms. In accordance with standard payment terms which are net 45 days from product delivery or invoice receipt, whichever is later.
8. Usage Reports. The Contractor will provide the Division of Purchases and Supply with electronic monthly usage reports on the 14<sup>th</sup> day of the following month or the proceeding business day if the 14<sup>th</sup> falls on a weekend.

The usage report should contain the following information at a minimum:

- 1) Contract User (i.e. school district/locality)
- 2) Bus Type
- 3) Capacity
- 4) Chassis Manufacturer
- 5) Body Manufacturer
- 6) Vehicle Identification Number
- 7) Purchase Price

The Commonwealth reserves the right to add additional information to the usage report at any time:

Failure to submit this information in the required time may result in cancellation of the resulting contract and disqualification from the next solicitation for this contract.

9. Utilization of Small Businesses and Businesses Owned by Women and Minorities

The following reports shall be submitted, using the same format as Appendix J:

10. Periodic Progress Reports/Invoices. The Contractor shall provide a report on involvement of small businesses and businesses owned by women and minorities on a quarterly basis to the Contract Officer. This report will specify the actual dollars contracted to be spent to date with such businesses, actual dollars expended to date with such businesses, and the total dollars planned to be contracted with such businesses on this contract. This information shall be provided separately for small businesses, women-owned businesses and minority-owned businesses.
11. Final Actual Involvement Report. The Contractor shall submit to the Contract Officer, within 10 days of contract completion, a report on the actual dollars spent with small businesses

and businesses owned by women and minorities during the performance of this contract. At a minimum, this report shall include for each firm contracted with and for each such business class (i.e., small, women-owned, minority-owned) a comparison of the total actual dollars spent on this contract with the planned involvement of the firm and business class as specified in the proposal, and the actual percent of the total estimated contract value.

12. **Access to and Inspection of Work.** The Commonwealth of Virginia will, at all times, have access to the work being performed under this contract wherever it may be in progress or preparation.
13. **Trade Ins:** Under this contract it is permissible to conduct a trade-in of buses on a one for one basis with the selling bus dealer. It will be the responsibility of the ordering entity to ensure compliance with local policy, regulations or laws. If this clause conflicts with local policy, regulations, or laws, however, then local policy, regulation, or law shall prevail.