

Division	_ (To be completed by CGL Office)		Dhana
Division	Agreement Manag	-	Phone
600 Fuels and Transportation Divis	sion Sarah Williams	27	916-651-9866
Recipient's Legal Name			ID Number
A-Z Bus Sales, Inc.		33-0065	644
Title of Project			
School Bus Replacement			
Term and Start Date	End Date	Amount	
Amount 07 / 15 / 2019	03 / 31 / 2023	\$ 0	
Business Meeting Information			
	nd under delegated to Executive Direc	tor.	
Proposed Business Meeting Date			Discussion
Business Meeting Presenter	Sarah Williams	Time Needed: 5 mi	nutes
Please select one list serve. Altfue			
Agenda Item Subject and Descri		amont A D\/ 10 000	
	esolution approving a zero dollar Agree for Type A electric school buses with c		
that this action is exempt under CE		nan int, and adopting stal	
California Environmental Quality			
1. Is Agreement considered a "P	·		
Yes (skip to question 2)		the following (PRC 21065 a	nd 14 CCR 15378)):
Explain why Agreement is not	considered a Project : ct physical change in the environment (or a reasonably foreseeal	ole indirect physic
change in the environment be		or a reasonably foreseed	
2. If Agreement is considered a "			
a) Agreement IS exempt.	Attach draft NOE)		
Statutory Exemption.	_ist PRC and/or CCR		
section number:			
Categorical Exemptior section number:	. List CCR		
	ption. 14 CCR 15061 (b) (3)		
	nent is exempt under the above section	า:	
	sign, construction and delivery of elect		l districts, county
offices of education and joir	t power authorities in California. This	project will result in an ine	creased number o
	ced at existing bus manufacturing facil		
proposed project activities.	There will be no facility modifications r	required to fulfill the incre	ased production.
		15061(b)(3) as an activity	
This project is therefore exc	mot under CEOA Guidelines Section 1	10001(0)(0) as an activity	covered by the
	mpt under CEQA Guidelines Section 1		
	mpt under CEQA Guidelines Section 1 lies only to projects which have the po		
general rule that CEQA app environment. b) Agreement IS NOT exer		otential for causing a signi	
general rule that CEQA app environment. b) Agreement IS NOT exer Check all that apply	lies only to projects which have the po npt. (Consult with the legal office to de	etermine next steps.)	
general rule that CEQA app environment. b) Agreement IS NOT exer Check all that apply Initial Study	lies only to projects which have the po npt. (Consult with the legal office to de	etermine next steps.)	ficant effect on the
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List all key partners: (attach additional sheets as necessary)

CALIFORNIA ENERGY COMMISSION



Legal Company Name: Micro Bird

Budget Inf	format	tion									
Budget III				Funding Year of							
Funding Source			Appropriation	Buc	Budget List No.		Amount				
Funding Source						\$					
Funding Source						\$					
Funding Source					\$						
Funding Source						\$					
Funding Source						\$					
R&D Progr				am Area			TOTAL: \$	0			
		Other" select	ion								
Reimburse	ment (Contract #:			Federal A	Agreem	nent #:				
Recipient '	s Adm	ninistrator/ (Officer		Recipien	t's Pro	oject Manag	er			
Name:	J	John Landhe	rr		Name:		John Landherr				
Address:	1	1900 S River		Address:		1900 S Riverside Ave					
City, State, Zip: Colton, CA 92624			City, Stat	e, Zip:	Colton, CA	92624					
			Fax:	951-781-9806	Phone:		781-1841	Fax:	9	51-78	1-9806
E-Mail: jlandherr@a-zbus.com			E-Mail:	jland	lherr@a-zbu	s.com					
Selection	Proce	ss Used									
 Competitive Solicitation First Come First Served Solicitation 			Solicitat	ion #:	GFO-18-60)4					
The follow	ving ite	ems should	be attac	hed to this GRF							
1. Exhibit A, Scope of Work									\boxtimes	Attached	
2. Exhibit B, Budget Detail									\boxtimes	Attached	
3. CEC 10	5, Que	estionnaire fo	or Identif	ying Conflicts						\boxtimes	Attached
4. Recipient Resolution								N	I/A		Attached
	5. CEQA Documentation										

Agreement Manager

Date

Office Manager

Date

Deputy Director

Date

EXHIBIT A SCOPE OF WORK

TECHNICAL TASK LIST

Task #	CPR	Task Name		
1		Administration		
2		Qualifying Electric School Bus Order Management		
3	Х	Design, Construct and and Deliver Qualifying Electric School Buses		

KEY NAME LIST

Task #	Key Personnel	Key Partner(s)
1		
2		Micro Bird
3		Micro Bird

GLOSSARY

Specific terms and acronyms used throughout this scope of work are defined as follows:

Term/ Acronym	Definition
CAM	Commission Agreement Manager
CAO	Commission Agreement Officer
COE	County Office of Education
CPR	Critical Project Review
FTD	Fuels and Transportation Division
JPA	Joint Power Authority currently operating home to school transportation
	programs on behalf of local educational agencies
Recipient	A-Z Bus Sales, Inc.

BACKGROUND

Senate Bill 110 (SB 110), Chapter 55, Statutes of 2017 allocates funding to public school districts, county offices of education, and joint power authorities currently operating home-to-school transportation programs on behalf of local educational agencies, for school bus replacement grants through a program administered by the Energy Commission, in consultation with the California Air Resources Board (CARB). SB 110 appropriated remaining funds in the Proposition 39 K-12 Grant Program Funds and established the Clean Energy Job Creation Program for the purpose of funding a new School Bus Replacement Program, in addition to two other school related energy efficiency programs.

The California Energy Commission issued Solicitation GFO-18-604 to establish bulk purchase prices for electric school buses. The purpose of the solicitation was to select one or more electric school bus manufacturers and/or dealers to design, construct, and deliver electric school buses to public school districts, county offices of education (COEs), and joint power authorities currently operating home-to-school transportation programs on behalf of local educational agencies (JPAs) that are awarded grants under Solicitation, GFO-17-607 In response to GFO-18-604, Recipient submitted proposal number 3 (the "Application"), which was proposed for funding in the Energy Commission's Notice of Proposed Awards issued on June 3, 2019 Both the Application and GFO-18-604 are hereby incorporated by reference into this Agreement.

In the event of any conflict or inconsistency between the terms of the Solicitation and the terms of the Recipient's Application, the Solicitation shall control. In the event of any conflict or inconsistency between the Recipient's Application and the terms of the Energy Commission's Award, the Commission's Award shall control. Similarly, in the event of any conflict or inconsistency between the terms of this Agreement and the Recipient's Application, the terms of this Agreement shall control.

Problem Statement:

School bus fleets are aging, and our communities have poor air quality. Replacing old dieselpowered school buses with new zero emission school buses will address both of these issues.

Goals of the Agreement:

The goal of this Agreement is to improve air quality and reduce school energy costs, while providing students with necessary school transportation. This agreement also supports the state's overall energy goals such as the Low Carbon Fuel Standard target for 2030 and the SB 100 target goal of 100 percent clean renewable energy by 2045.

Objectives of the Agreement:

Recipient will be an available vendor to design, construct, and deliver Type A electric school buses with chair lifts, as described in Solicitation GFO-18-604, to any awardees of GFO-17-607 who choose to purchase qualifying Energy Commission funded electric school buses from Recipient. There will be no funds directly awarded under this Agreement; however, awardees under GFO-17-607 will be encouraged to order Type A, with chair lift, electric school buses from Recipient

Electric school buses purchased through this Agreement, meeting the requirements specified in Solicitation GFO-18-604, will be priced as follows:

Maximum Price by Bus Type*			
Bus Type	Bus Price		
Type A with Chair Lift	\$ 291,526.55		

* Listed prices are the maximum prices by bus type that can be offered by Recipient for school bus replacements awarded under GFO-17-607 for the required bus specifications listed in Task 3. Listed prices include all costs related to design, construction and delivery, including taxes. Awardees under GFO-17-607 may use other funds (e.g. funds other than Energy Commission grant funds) to purchase additional bus options or upgrades beyond the required bus specifications listed in Task 3 which could change the total bus price.

TASK 1 ADMINISTRATION

Task 1.1 Attend Kick-off Meeting

The goal of this task is to establish the lines of communication and procedures for implementing this Agreement. The Commission Agreement Manager (CAM) shall designate the date and location of this meeting and provide an agenda to the Recipient prior to the meeting.

The Recipient shall:

- Attend a "kick-off" meeting with the Commission Agreement Manager (CAM), the Commission Agreement Officer, and a representative of the Accounting Office. The Recipient shall include their Project Manager, Agreements Administrator, and others designated by the CAM in this meeting. The administrative and technical aspects of this Agreement will be discussed at the meeting.
- Discuss the following administrative and technical aspects of this Agreement:
 - Agreement Terms and Conditions
 - Critical Project Review (Task 1.2)
 - Subcontracts needed to carry out project (Task 1.4)
 - The CAM's expectations for accomplishing tasks described in the Scope of Work
 - An updated Schedule of Products and Due Dates for delivery of electric buses
 - Quarterly Progress Reports (Task 1.5)
 - Final Report (Task 1.6)

An Updated Schedule of Products (if applicable)

Commission Agreement Manager Product:

• Kick-Off Meeting Agenda

Task 1.2 Critical Project Review (CPR) Meetings

CPRs provide the opportunity for frank discussions between the Energy Commission and the Recipient. The goal of this task is to determine if the project should continue to receive Energy Commission funding to complete this Agreement and to identify any needed modifications to the tasks, products, schedule or budget.

The CAM may schedule CPR meetings as necessary, and meeting costs will be borne by the Recipient.

Meeting participants include the CAM and the Recipient and may include the Commission Agreement Officer, the Fuels and Transportation Division (FTD) program lead, other Energy Commission staff and Management as well as other individuals selected by the CAM to provide support to the Energy Commission.

The CAM shall:

- Determine the location, date, and time of each CPR meeting with the Recipient. These meetings generally take place at the Energy Commission, but they may take place at another location.
- Send the Recipient the agenda and a list of expected participants in advance of each CPR. If applicable, the agenda shall include a discussion on both match funding and permits.
- Conduct and make a record of each CPR meeting. Prepare a schedule for providing the written determination described below.

- Determine whether to continue the project, and if continuing, whether or not modifications are needed to the tasks, schedule, products, and/or budget for the remainder of the Agreement. Modifications to the Agreement may require a formal amendment (please see the Terms and Conditions). If the CAM concludes that satisfactory progress is not being made, this conclusion will be referred to the Lead Commissioner for Transportation for his or her concurrence.
- Provide the Recipient with a written determination in accordance with the schedule. The written response may include a requirement for the Recipient to revise one or more product(s) that were included in the CPR.

The Recipient shall:

- Prepare a CPR Report for each CPR that discusses the progress of the Agreement toward achieving its goals and objectives. This report shall include recommendations and conclusions regarding continued work of the projects. This report shall be submitted along with any other products identified in this scope of work. The Recipient shall submit these documents to the CAM and any other designated reviewers at least 15 working days in advance of each CPR meeting.
- Present the required information at each CPR meeting and participate in a discussion about the Agreement.

CAM Products:

- Agenda and a list of expected participants
- Schedule for written determination
- Written determination

Recipient Product:

• CPR Report(s)

Task 1.3 Final Meeting

The goal of this task is to closeout this Agreement.

The Recipient shall:

• Meet with Energy Commission staff to present the findings, conclusions, and recommendations. The final meeting must be completed during the closeout of this Agreement.

This meeting will be attended by, at a minimum, the Recipient, the Commission Grants Office Officer, and the Commission Agreement Manager. The technical and administrative aspects of Agreement closeout will be discussed at the meeting, which may be two separate meetings at the discretion of the Commission Agreement Manager.

The technical portion of the meeting shall present an assessment of the degree to which project and task goals and objectives were achieved, findings, conclusions, recommended next steps (if any) for the Agreement, and recommendations for improvements. The Commission Agreement Manager will determine the appropriate meeting participants.

The administrative portion of the meeting shall be a discussion with the Commission Agreement Manager and the Grants Officer about the following Agreement closeout items:

- What to do with any equipment purchased with Energy Commission funds (Options)
- Energy Commission's request for specific "generated" data (not already provided in Agreement products)
- Need to document Recipient's disclosure of "subject inventions" developed under the Agreement
- o "Surviving" Agreement provisions
- Final invoicing and release of retention
- Prepare a schedule for completing the closeout activities for this Agreement.

- Written documentation of meeting agreements
- Schedule for completing closeout activities

Task 1.4 Quarterly Progress Reports

The goal of this task is to periodically verify that satisfactory and continued progress is made towards achieving the objectives of this Agreement on time and within budget.

The objectives of this task are to summarize activities performed during the reporting period, to identify activities planned for the next reporting period, to identify issues that may affect performance and expenditures, and to form the basis for determining whether invoices are consistent with work performed.

The Recipient shall:

- Prepare a Quarterly Progress Report, which summarizes all Agreement activities conducted by the Recipient for the reporting period, including an assessment of the ability to complete the Agreement within the current budget or anticipated cost overruns. Each progress report is due to the Commission Agreement Manager within 10 days of the end of the reporting period. The recommended specifications for each progress report are contained in Section 6 of the Terms and Conditions of this Agreement.
- In the first Quarterly Progress Report and first invoice, document and verify match expenditures and provide a synopsis of project progress, if match funds have been expended or if work funded with match share has occurred after the notice of proposed award but before execution of the grant agreement. If no match funds have been expended or if no work funded with match share has occurred before execution, then state this in the report. All pre-execution match expenditures must conform to the requirements in the Terms and Conditions of this Agreement.

Product:

• Quarterly Progress Reports.

Task 1.5 Final Report

The goal of the Final Report is to assess the project's success in achieving the Agreement's goals and objectives, advancing science and technology, and providing energy-related and other benefits to California.

The objectives of the Final Report are to clearly and completely describe the project's purpose, approach, activities performed, results, and advancements in science and technology; to present a public assessment of the success of the project as measured by the degree to which goals and objectives were achieved; to make insightful observations based on results obtained; to draw conclusions; and to make recommendations for further projects and improvements to the FTD project management processes.

The Final Report shall be a public document. If the Recipient has obtained confidential status from the Energy Commission and will be preparing a confidential version of the Final Report as well, the Recipient shall perform the following activities for both the public and confidential versions of the Final Report.

The Recipient shall:

- Prepare an Outline of the Final Report, if requested by the CAM.
- Prepare a Final Report following the latest version of the Final Report guidelines which will be provided by the CAM. The CAM shall provide written comments on the Draft Final Report within fifteen (15) working days of receipt. The Final Report must be completed at least 60 days before the end of the Agreement Term.
- Include in the Final Report:
 - Number of school buses ordered, by type.
 - Time from order to delivery
 - Issues that caused delays, and proposed resolution
 - Maintenance calls, costs, and down time related to maintenance
 - Submit one electronic copy of the Final Report with the final invoice.

Products:

- Outline of the Final Report, if requested
- Draft Final Report
- Final Report

Task 1.6 Identify and Obtain Matching Funds

The goal of this task is to ensure that the match funds planned for this Agreement are obtained for and applied to this Agreement during the term of this Agreement.

The costs to obtain and document match fund commitments are not reimbursable through this Agreement. Although the Energy Commission budget for this task will be zero dollars, the Recipient may utilize match funds for this task. Match funds shall be spent concurrently or in advance of Energy Commission funds for each task during the term of this Agreement. Match funds must be identified in writing and the associated commitments obtained before the Recipient can incur any costs for which the Recipient will request reimbursement.

The Recipient shall:

• Prepare a letter documenting the match funding committed to this Agreement and submit it to the CAM at least 2 working days prior to the kick-off meeting. If no match funds were part of the proposal that led to the Energy Commission awarding this Agreement and none have been identified at the time this Agreement starts, then state such in the letter. If match funds were a part of the proposal that led to the Energy Commission awarding this Agreement, then provide in the letter a list of the match funds that identifies the:

- Amount of each cash match fund, its source, including a contact name, address and telephone number and the task(s) to which the match funds will be applied.
- Amount of each in-kind contribution, a description, documented market or book value, and its source, including a contact name, address and telephone number and the task(s) to which the match funds will be applied. If the in-kind contribution is equipment or other tangible or real property, the Recipient shall identify its owner and provide a contact name, address and telephone number, and the address where the property is located.
- Provide a copy of the letter of commitment from an authorized representative of each source of cash match funding or in-kind contributions that these funds or contributions have been secured. For match funds provided by a grant a copy of the executed grant shall be submitted in place of a letter of commitment.
- Discuss match funds and the implications to the Agreement if they are reduced or not obtained as committed, at the kick-off meeting. If applicable, match funds will be included as a line item in the progress reports and will be a topic at CPR meetings.
- Provide the appropriate information to the CAM if during the course of the Agreement additional match funds are received.
- Notify the CAM within 10 days if during the course of the Agreement existing match funds are reduced. Reduction in match funds must be approved through a formal amendment to the Agreement and may trigger an additional CPR meeting.

- A letter regarding match funds or stating that no match funds are provided
- Copy(ies) of each match fund commitment letter(s) (if applicable)
- Letter(s) for new match funds (if applicable)
- Letter that match funds were reduced (if applicable)

Task 1.7 Identify and Obtain Required Permits

The goal of this task is to obtain all permits required for work completed under this Agreement in advance of the date they are needed to keep the Agreement schedule on track. Permit costs and the expenses associated with obtaining permits are not reimbursable under this Agreement. Although the Energy Commission budget for this task will be zero dollars, the Recipient shall budget match funds for any expected expenditures associated with obtaining permits. Permits must be identified in writing and obtained before the Recipient can make any expenditure for which a permit is required.

The Recipient shall:

- Prepare a letter documenting the permits required to conduct this Agreement and submit it to the Commission Agreement Manager at least 2 working days prior to the kick-off meeting. If there are no permits required at the start of this Agreement, then state such in the letter. If it is known at the beginning of the Agreement that permits will be required during the course of the Agreement, provide in the letter:
 - A list of the permits that identifies the:
 - Type of permit
 - Name, address and telephone number of the permitting jurisdictions or lead agencies

- The schedule the Recipient will follow in applying for and obtaining these permits.
- Discuss the list of permits and the schedule for obtaining them at the kick-off meeting and develop a timetable for submitting the updated list, schedule and the copies of the permits. The implications to the Agreement if the permits are not obtained in a timely fashion or are denied will also be discussed. If applicable, permits will be included as a line item in the Progress Reports and will be a topic at CPR meetings.
- If during the course of the Agreement additional permits become necessary, provide the appropriate information on each permit and an updated schedule to the Commission Agreement Manager.
- As permits are obtained, send a copy of each approved permit to the Commission Agreement Manager.
- If during the course of the Agreement permits are not obtained on time or are denied, notify the Commission Agreement Manager within 5 working days. Either of these events may trigger an additional CPR.

- Letter documenting the permits or stating that no permits are required
- A copy of each approved permit (if applicable)
- Updated list of permits as they change during the term of the Agreement (if applicable)
- Updated schedule for acquiring permits as changes occur during the term of the Agreement (if applicable)
- A copy of each final approved permit (if applicable)

Task 1.8 Obtain and Execute Subcontracts

The goal of this task is to ensure quality products and to procure subcontractors required to carry out the tasks under this Agreement consistent with the Agreement Terms and Conditions and the Recipient's own procurement policies and procedures. It will also provide the Energy Commission an opportunity to review the subcontracts to ensure that the tasks are consistent with this Agreement, and that the budgeted expenditures are reasonable and consistent with applicable cost principles.

The Recipient shall:

- Manage and coordinate subcontractor activities.
- Submit a draft of each subcontract required to conduct the work under this Agreement to the Commission Agreement Manager for review.
- Submit a final copy of the executed subcontract.
- If Recipient decides to add new subcontractors, then the Recipient shall notify the CAM.

Products:

- Letter describing the subcontracts needed, or stating that no subcontracts are required
- Draft subcontracts
- Final subcontracts

Task 1.9 Media Communications

The goal of this task is to establish the lines of communication and procedures for conducting media activities.

The Recipient shall:

• Follow the instructions included in Exhibit A-2 Media & Communications Guide

Products:

• Any deliverable required by the Exhibit A-2 Media & Communications Guide

TECHNICAL TASKS

Task 2 Qualifying Electric School Bus Order Management

The goal of this task is to document and track all orders placed for qualifying electric school bus replacements awarded under GFO-17-607. GFO-17-607 awardees may, but are not required to, use this bulk purchase Agreement to purchase Type A with chair lift electric school buses awarded under GFO-17-607 from Recipient.

The Recipient shall:

- Determine whether orders received for electric school buses awarded under GFO-17-607 are for qualifying electric school buses. A qualifying electric school bus is a bus that meets all required bus specifications listed in Task 3. If Recipient receives an order for an electric school bus awarded under GFO-17-607 that does not meet all required bus specifications listed in Task 3 (i.e. is non-qualifying), the order shall not be fulfilled and Recipient shall notify the submitter which required bus specifications listed in Task 3 were not met.
- Submit to the CAM Copies of School Bus Purchase Orders for all qualifying electric school bus replacements awarded under GFO-17-607. Copies of School Bus Purchase Orders shall, at a minimum, clearly show:
 - All ordered buses meet all required bus specifications listed in Task 3
 - The price for each ordered bus is equal to or less than the applicable bus type price specified in Exhibit B of this Agreement for the required bus specifications listed in Task 3. The total price may be higher if the order includes additional bus options or upgrades beyond the required bus specifications listed in Task 3.
 - The price (including taxes and delivery) for the required bus specifications listed in Task 3 must be clearly separated from the price of any additional options or upgrades
 - The expected date of delivery for each bus.
- Prepare and provide a Manufacturing and Delivery Plan to the CAM. The Plan will include:
 - The order of delivery for each bus type
 - A list of manufacturing milestones, including but not limited to:
 - California Highway Patrol (CHP) Safety Certification (CHP 292)
 - California Air Resources Board Executive Order Number
 - A strategy for delivery of buses by bus type and in compliance with the Schedule of Products

0

- A timeline for completion of each milestone
- Any updates to the milestones and timeline shall be included in the Quarterly Progress Report.

- Manufacturing and Delivery Plan
- Copies of School Bus Purchase Orders

Task 3 Design, Construct, and Deliver Qualifying Electric School Buses

The goal of this task is to design, construct, and deliver qualifying electric school buses in accordance with the purchase orders under Task 2.

The Recipient shall:

- Design, construct, and deliver the school buses in accordance with the purchase orders provided under Task 2 above, and submit data about progress and photographs including submitting one photograph of the VIN for each qualifying electric school bus in the applicable Quarterly Progress Report.
- Buses shall, at a minimum, meet the following requirements:
 - (1) Each bus must meet or exceed all applicable local, state, and federal laws, ordinances and requirements, including but not limited to all applicable safety and air quality regulations, and those reasonably anticipated.
 - (2) Each bus must have the ability to charge with level 2 SAE J-1772 charging.
 - (3) Each bus must be capable of vehicle-to-grid (V2G) bi-directional charging and discharging via use of type 1 CCS.
 - The bus(es) must be designed so that no hardware or firmware changes are necessary to allow the bus(es) to serve demand that is independent of the utility grid (e.g. vehicle-to-load functions that are "islanded" or electrically separated from the utility system).
 - The bus(es) must be able to receive a remote update enabling grid-interconnected V2G functions (e.g. vehicle-to-building functions connected to the utility system), upon completion of applicable requirements for safe electrical interconnection.
 - (4) Each bus must include all of the following:
 - Telematics (GPS data and vehicles mileage) with remote access.
 - All electric heating and air conditioning for the driver and students.
 - A sound generator for variable speeds for low speed safety.
 - LED interior and exterior lights, including fog lights.
 - At least 1 spare wheel and 1 spare tire. All tires must be appropriate for chassis.
 - Body parts that are rust proofed after fabrication, and before assembly. Body shall be fully undercoated under floor, skirt panels and wheel wells prior to mounting on chassis.
 - AM/FM/CD/PA radio installed. Include wiring for 2-way radio system.
 - First aid kit, dry fire extinguisher, triangle warning devices in container, sun visor, California Highway Patrol (CHP) certificate holder, and hand held stop sign and holder.

- Maintenance manual provided. Manual must include wiring diagrams and recommended service requirements for vehicle. A digital copy of maintenance manual must be provided as well.
- Two front and two rear frame mounted tow hooks.
- Regenerative braking.
- Handrail for passenger entrance/exit.
- (5) Each bus must have a warranty that covers at least:
 - Battery: Seven (7) years, unlimited miles or cycles
 - Chassis frame and cross members: body shell (floor, side walls, roof, front and rear sections) must include rust-through.
 - School bus seat and barrier frames: Eight (8) years, unlimited miles or cycles.
 - Materials and workmanship relating to the installation of the air conditioning: Two (2) years, unlimited miles or cycles
 - All original components not covered above or warrantied by other manufacturers: Five (5) years, unlimited miles or cycles.
- (6) Bus(es) must be CHP certifiable and must receive CHP Certification before being placed in active service.
- (7) Bus(es) must be certified and issued an Executive Order by the California Air Resources Board (CARB) in accordance with the provisions of the California Interim Certification Procedures for 2004 and Subsequent Model Hybrid-Electric and Other Hybrid Vehicles, in the Urban Bus and Heavy-Duty Vehicle Classes, amended by CARB on October 21, 2014, or subsequent revisions: (http://www.arb.ca.gov/regact/2013/hdghg2013/hdghgfrohybridinterimcp.pdf).
- (8) Bus(es) must be current model year available.
- (9) Type A buses must have at least:
 - A range of at least 70 miles per full charge.
 - A 16 student capacity, or reduced seat count as appropriate for wheel chair position(s).
 - A minimum GVWR of 8,000.
- (10) Type C buses must have at least:
 - A range of at least 100 miles per full charge.
 - A 44 student capacity, or reduced seat count as appropriate for wheel chair position(s).
- (11) Type D buses must have at least:
 - A range of at least 100 miles per full charge.
 - A 70 student capacity, or reduced seat count as appropriate for wheel chair position(s).
- (12) Each bus must display a logo designed by the Energy Commission's Media Office to ensure each bus recognizes the sponsorship of the Energy Commission. The 12x12 inch logo will be displayed on the passenger side window of the school bus below the bottom edge of the passengers' side window glass and not closer than 12 inches from any required sign. The logo shall not be used for any other purpose unless approved by the CAM in writing. The CAM will provide the logo to Recipient prior to bus purchase.
- (13) Each bus must have blue bumpers and wheels. The CAM will provide the blue color specifications to Recipient prior to bus purchase.

• None, reporting of qualifying electric school bus deliveries shall be included in the Quarterly Progress Reports.

[CPR WILL OCCUR DURING THIS TASK. See Task 1.2 for details.]

STATE OF CALIFORNIA

STATE ENERGY RESOURCES CONSERVATION AND DEVELOPMENT COMMISSION

RESOLUTION - RE: A-Z BUS SALES, INC.

RESOLVED, that the State Energy Resources Conservation and Development Commission (Energy Commission) adopts the staff CEQA findings contained in the Agreement or Amendment Request Form (as applicable); and

RESOLVED, that the Energy Commission approves ARV-19-003, a zero-dollar agreement with A-Z Bus Sales, Inc. to establish a bulk purchase price for Type A electric school buses with chair lifts, and adopting staff's determination that this action is exempt from CEQA; and

FURTHER BE IT RESOLVED, that the Executive Director or his/her designee shall execute the same on behalf of the Energy Commission.

CERTIFICATION

The undersigned Secretariat to the Commission does hereby certify that the foregoing is a full, true, and correct copy of a Resolution duly and regularly adopted at a meeting of the California Energy Commission held on July 15, 2019.

AYE: [List of Commissioners] NAY: [List of Commissioners] ABSENT: [List of Commissioners] ABSTAIN: [List of Commissioners]

> Cody Goldthrite Secretariat