



RESOLUTION No. 18-174

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION AUTHORIZING THE PURCHASE OF A CAPITAL ASSET OF FOUR (4) AMERICANS WITH DISABILITIES ACT (ADA) ACCESSIBLE TRANSIT VANS

WHEREAS, the purchase of transit vans are needed to replace aging paratransit vans; and

WHEREAS, the Transit Services Division has obtained a competitive sales quote for the four (4) ADA accessible transit vans through the Purchasing Cooperative with the California Association for Coordinated Transportation/MBTA; and

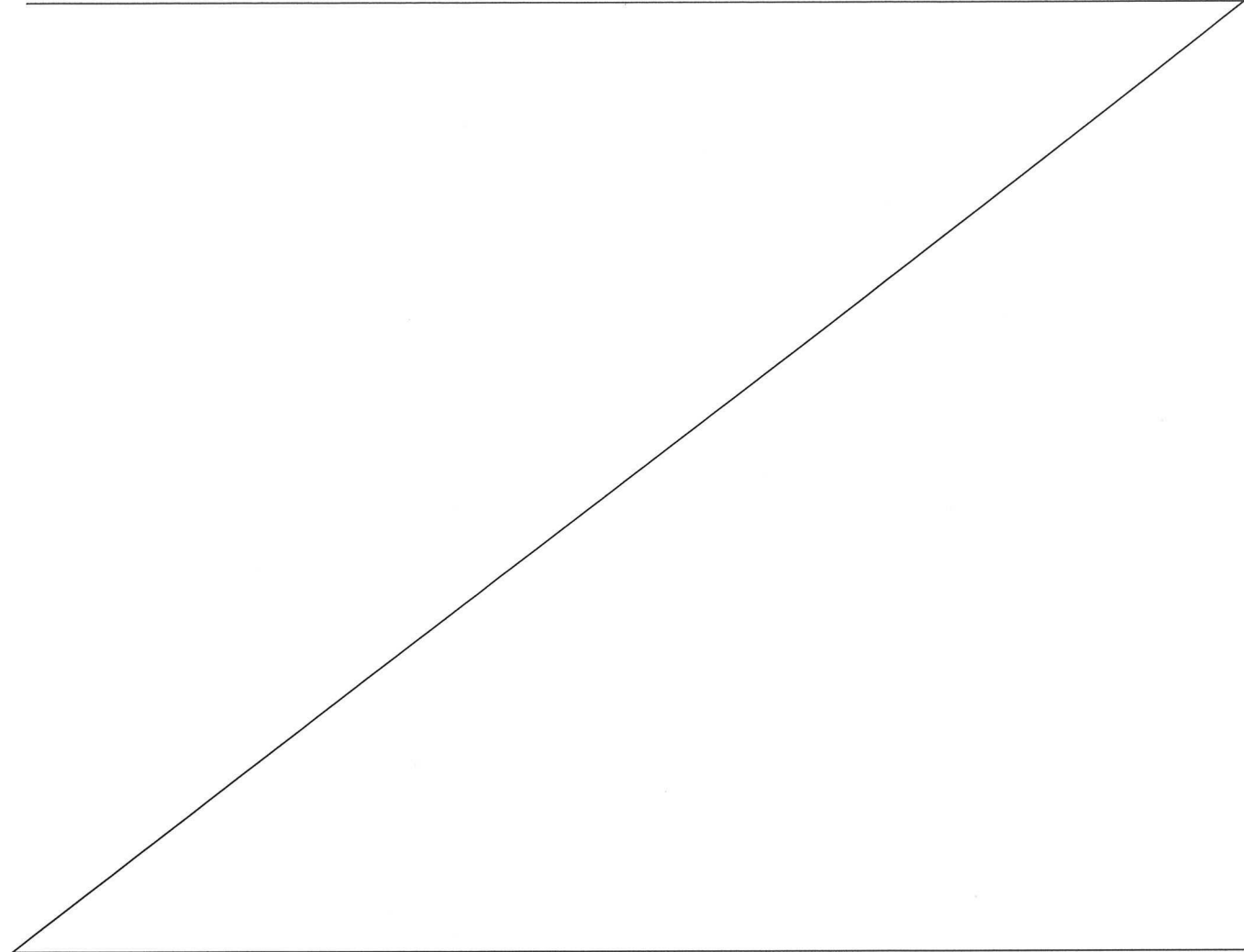
WHEREAS, the Transit Services Division wishes to purchase four (4) buses; and

WHEREAS, this purchase price requires approval of a Capital Asset; and

WHEREAS, the Transit Services Division has sufficient Prop 1B PTMISEA fund balance available; and

WHEREAS, the fund balance to be paid out of operational accounts 4281-91003-707-1000-540500.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Nevada County Board of Supervisors authorizes the release of Prop 1B PTMISEA fund balance, and the purchase of a capital asset of four (4) ADA accessible transit vans.



PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 8th day of May, 2018, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Hank Weston and Richard Anderson

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By:  _____

 _____
Edward Scofield, Chair



2/15/2018

Robin Van Valkenburgh
950 Maidu Avenue
Nevada City, CA 95959

Dear Robin:

The CALACT-MBTA Purchasing Cooperative is pleased to assign an option to purchase a transit vehicle as detailed in the Assignment to Purchase Agreement.

Additional information is available on the CALACT website at www.calact.org/coop that documents the procurement process used by the Cooperative to solicit and award Contract No. 15-03. Prior to acceptance of the vehicles you order, a Post-Delivery Audit must be conducted by your agency if you are using Federal Transit Administration funding to purchase the vehicle.

Thank you for purchasing your vehicles through the Cooperative. Please don't hesitate to contact me if you have any questions at 916-920-9018 or email dan@calact.org.

Sincerely,

A handwritten signature in cursive script that reads "Daniel Mundy".

Daniel Mundy
Deputy Executive Director

CALACT



Assignment to Purchase Agreement

The CALACT-MBTA Purchasing Cooperative, "Assignor", hereby assigns to Nevada County Transit Services, "Assignee", 4 options to purchase Transit Vehicles ("Vehicles") from the Joint Procurement Cooperative at a price and under the terms and conditions contained in Assignor's Contract No 15-03 with the Contractors awarded to on the Procurement. Only those vehicles and optional features may be purchased using the Solicitation and the purchase may only be from a Seller listed on the Schedule. Specifically, the Assignment shall have the right to purchase:

Quantity and Type of Vehicle(s):

(4) Sunset Bus Class V-350

Total # of Vehicles: 4

Such ability to purchase commenced, per terms of Contract, on 2/15/2018, and may be exercised at any time on or before 4/28/2018. Pricing for this assignment is valid for Purchase Orders until 4/28/2018, the expiration date of the base period of the contract. Assignee must communicate any changes in the order in particular cancellation to the Cooperative as soon as possible.

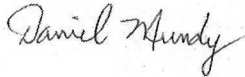
With respect to the Vehicles assigned hereunder and this Assignment, Assignee agrees to perform all covenants, conditions and obligations required of Assignor under said Contract and agrees to defend, indemnify and hold Assignor harmless from any liability or obligation under said Contract. Assignee further agrees to hold Assignor harmless from any deficiency or defect in the legality or enforcement of the terms of said Contract or option to purchase thereunder. Assignee agrees and understands that Assignor is not acting as a broker or agent in this transaction and is not representing Seller or Assignee, but rather is acting as a principal in assigning its interest in the above-referenced assignment to purchase the Vehicles under the Contract to Assignee.

Please be advised that assignment of said vehicles does not constitute a recommendation or endorsement of this product by the Cooperative. The Assignee is responsible for its choice of vehicle product and options selected. Assignee is responsible for vehicle inspection, acceptance and enforcement of any contract provisions. Assignee agrees that any inspections necessary for delivery and acceptance of the vehicles are to be accomplished by their own qualified staff, firms on the CALACT Vehicle Inspectors list or other independent inspector pre-approved in writing and in advance by the CALACT Cooperative. While PreAward verifications of Buy America, FMVSS and Purchaser's Requirements have been accomplished, Assignee is responsible for Post Award due diligence in this regard.

Purchasing agencies are responsible for and are to exercise due diligence in evaluating the suitability of these vehicles for their operating environment and are responsible for determining their eligibility for funding. In particular, the Cooperative urges you to review the Altoona test report for the vehicle you are purchasing.

Supporting documents for your records will be sent to your attention. Please retain these for any reviews or audits your agency will be subject to. Additional copies may be downloaded from our secure website, please contact CALACT staff for access to this.

Assignee hereby unconditionally releases and covenants not to sue Assignor upon any claims, liabilities, damages, obligations or judgments whatsoever, in law or in equity, whether known or unknown, or claimed, which they or either of them have or claim to have or which they or either of them may have or claim to have in the future against Assignor, with respect to the Vehicles or any rights whatsoever assigned hereunder.

A handwritten signature in cursive script that reads "Daniel Mundy".

Daniel Mundy
Deputy Executive Director
CALACT
"Assignor"

OPTION PACKAGE PAGE

RO BUS SALES

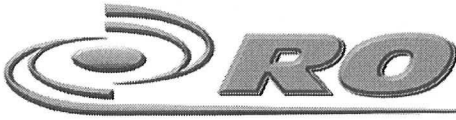
CUSTOMER REQUESTED OPTIONS: COUNTY OF NEVADA TRANSIT SERVICE DIVISION

PUBLISHED OPTIONS

SHIFT N STEP	\$3,150.00		
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NON-PUBLISHED OPTIONS

(99M) 3.7 LITER ENGINE (STD)	N/C		
(X4L) 4.10 LIMITED SLIP AXLE RATIO	\$325.00	1	\$325.00
(53B) HEAVY DUTY TRAILER TOW PACKAGE (with trailer wiring intergrated)		1	\$485.00
(425) 50 STATE EMISSIONS SYSTEM	N/C		
(63C) HEAVY DUTY ALTERNATOR	N/C		
(52N) 75 MPH SPEED GOVERNOR	\$80.00	1	\$80.00
(63E) DUAL HEAVY DUTY BATTERIES	\$295.00	1	\$295.00
(90G) PUSH DOWN MANUAL PARKING BRAKE	\$195.00	1	\$195.00
(18B) AUTOLAMP (includes rain sensing wipers)	\$195.00	1	\$195.00
(942) DAYTIME RUNNING LIGHTS	\$45.00	1	\$45.00
(585) RADIO AM/FM w / BLUETOOTH	\$135.00	1	\$135.00
(86F) 2 ADDITIONAL KEYS	\$75.00	1	\$75.00
(60C) CRUISE CONTROL	\$325.00	1	\$325.00
(43R) REVERSE SENSING SYSTEM	\$295.00	1	\$295.00
(43B) BACK UP ALARM	\$125.00	1	\$125.00
PUBLISHED OPTIONS TOTAL			\$3,150.00
NON-PUBLISHED OPTIONS TOTAL			\$2,575.00



R O Bus Sales
 2701 Westwood Drive
 Las Vegas, NV 89109
 Phone/Fax: 702-798-0029 702-798-0559

Invoice _____
 PO# _____

Retail Buyer's Order & Invoice

Date: 2/5/2018
 Sales Mgr. JOE MACHIN
 Sales Person: _____
 Stock #: TBD
 Vin No. _____

Sold to: COUNTY OF NEVADA
 Address: 950 MAIDU AVENUE
 City/ST/Zip: NEVADA CITY, CA
 Phone: 530-477-0103 EXT 1003
 Delivered to: ROBIN VAN VALKENBURGH
 Address: _____
 City/ST/Zip: _____
 Phone: _____

Vehicle Specifications and Major Components Sold:					
Type	Year	Manufacturer	Model	Description	Amount
VAN	2018	FORD	V350	7 PASSENGER	49,540.00
VAN	2018	FORD	V350	7 PASSENGER	49,540.00
VAN	2018	FORD	V350	7 PASSENGER	49,540.00
VAN	2018	FORD	V350	7 PASSENGER	49,540.00
					-

2018 FORD TRANSIT 3.7 V6 , AUTOMATIC TRANSMISSION, THREE DOUBLE FOLDAWAY FLIP SEAT WITH LEVEL 1 GRAY VINYL POWER WINDOWS AND POWER LOCKS, BACK UP ALARM, REVERSE CAMERA BUILT INTO REAR VIEW MIRROR, DRIVER AND PASSENGER RUNNING BOARDS, SAFETY PACKAGE, BRAUN CENTURTY (2) 800 LBS LIFT MOUNTED ON THE SHIFT AND STEP PLATFORM. 4.10 LIMITED SLIP REAR END, DUAL BATTERIES, CRUISE CONTROL, 75 MPH REV LIMITER. REVERSE AID BUILT INTO REAR BUMPER, PUSH DOWN MANUAL PARKING BRAKE, AUTOMATIC AUTO LAMP SYSTEM WITH WIPER RAIN SENSING SYSTEM, 2 ADDITIONAL KEYS , AM/FM RADIO WITH BLUE TOOTH SYSTEM, HEAVY DUTY ALTERNATOR. DAYTIME RUNNING

CHASSIS COST	\$	122,338.00	<input type="checkbox"/>	RO Limited Warranty (30 Days)
CONVERSION		\$75,822.00	<input checked="" type="checkbox"/>	Factory Certified Warranty
PUBLISHED OPTION		\$12,600.00		(Check Box)
NON PLUBISHED		\$10,300.00	<input type="checkbox"/>	As Is, No Warranty
CAL ACT FEE		\$3,315.90		(Check Box)
Subtotal		<u>\$224,375.90</u>		
DMV Title		\$320.00		
Doc Fee/PLATES		\$2,000.00		
Sales Tax 8.75%		\$10,704.56		
Down Payment Each Bus		N/A		
Balance Due		<u>\$237,400.46</u>		

Deposit non-refundable

Make Check Payable to: R O Bus Sales

It is agreed and understood that no warranties of any kind or character, either expressed or implied are made by you of and concerning the vehicle to be delivered to me, other than the usual dealer's warranties if any. In the event of increase in price by manufacturer before delivery I agree

be recognized except a conditional sale contract in writing executed by the undersigned buyer, as purchaser thereunder.

This order is not valid unless signed and accepted by dealer and approved by responsible Finance Company as to deferred balance.

This offer shall be void in event of war, strikes, conditions preventing delivery by the manufacturer or other conditions beyond the control of the Company. At the option of the company, in event of the happening of any said events, the terms and conditions of

The undersign purchaser hereby offers to purchase from R O Bus Sales the vehicle(s) listed above under the terms specified. this sale shall be

DISCLAIMER OF WARRANTIES

COUNTY OF NEVADA

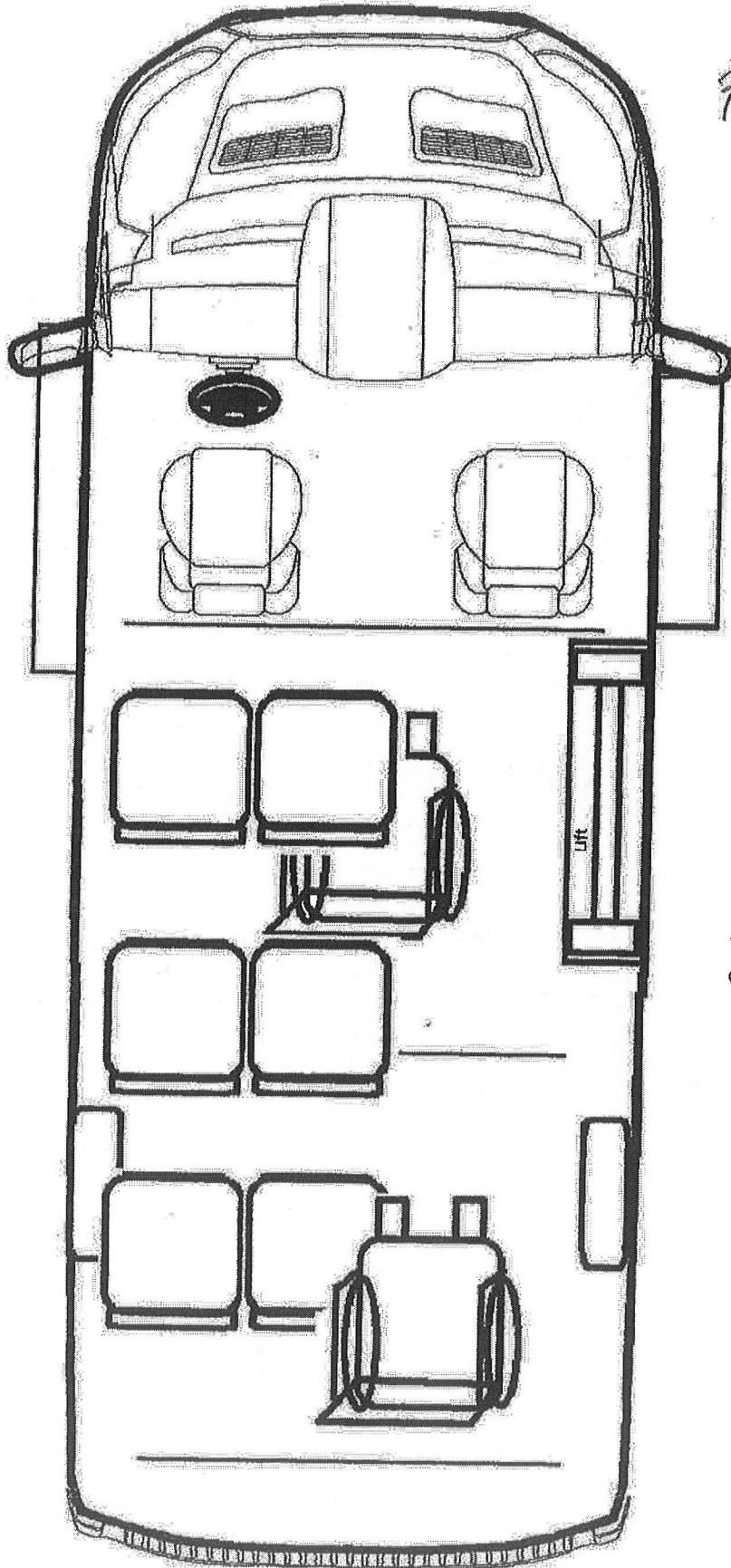
The Seller, RO BUS SALES, Hereby Expressly Disclaims All Warranties, Either Expressed or Implied, Including Any Implied Warranty Merchantability of Fitness For A Particular Purpose, and RO BUS SALES Neither Assumes Nor Authorizes Any Other Person To Assume For It Any Liability In

 Purchaser's Signature
 JOE MACHIN
 By: RO Bus Sales
 1/18/2017
 Date

 Purchaser Name
 JOE MACHIN
 Sales Manager Name

 Date

THE SIGNER OF THE ABOVE AGREEMENT MUST BE AUTHORIZED TO SIGN ON BEHALF OF THE PURCHASING ENTITY AND OR INDIVIDUAL



Ford TRANSIT
V-350

OK

[Signature]
TRANSIT SERVICES MANAGER