



RESOLUTION No. 21-106

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION AUTHORIZING THE PURCHASE OF CAPITAL ASSETS OF ONE (1) AMERICANS WITH DISABILITIES ACT (ADA) ACCESSIBLE CLASS B CUTAWAY AND FOUR (4) ADA ACCESSIBLE CLASS V TRANSIT VANS FOR USE IN AMERICANS WITH DISABILITIES ACT (ADA) PARATRANSIT AND SENIOR DIAL-A-RIDE SERVICE IN THE AMOUNT OF \$349,148 AND AMENDING THE FY2020/21 TRANSIT SERVICES DIVISION BUDGET (4/5 AFFIRMATIVE VOTE REQUIRED)

WHEREAS, the application for the purchase of capital equipment (paratransit vehicles) was submitted by the Transit Services Division, and approval of the project application and funding award has been received from the Department of Transportation/Division of Rail and Mass Transportation in the amount of \$300,700; and

WHEREAS, the FTA Section 5310 grant funding supports the Transit Services Division Paratransit Vehicle Replacement Plan as approved by the Board in Resolution No. 13-149; and

WHEREAS, the Transit Services Division has obtained competitive sales quotes for the one (1) ADA accessible Class B cutaway and four (4) ADA accessible Class V Transit vans in the amount of \$349,198; and

WHEREAS, the Transit Services Division wishes to purchase of one (1) ADA accessible Class B cutaway and four (4) ADA accessible Class V Transit vans; and

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

WHEREAS, the Transit Services Division has received FTA 5310 funding in the amount of \$300,700; and

WHEREAS, The Transit Services Division has \$48,448 in available State Transit Assistance (STA) reserve balance at NCTC; and

WHEREAS, a budget amendment is needed for the purchase of one (1) ADA accessible Class B cutaway and four (4) ADA accessible Class V Transit vans; and

NOW, THEREFORE, BE IT HEREBY RESOLVED AND ORDERED that the Nevada County Board of Supervisors does hereby:

1. Authorizes the County of Nevada Purchasing Agent to purchase capital assets of one (1) ADA accessible Class B Glaval E-450 A – Z Bus Sales cutaway and four (4) ADA accessible Class V Ford V350 RO Bus Sales Shift n' Step Transit vans via the CalAct/MBTA Cooperative Agreement No. 15-03.

2. Direct the Auditor-Controller to amend the Fiscal Year 2020/21 Transit Services Division Budget as follows:

Increase Budget

4281-91003-707-1000/446800: \$300,700

4281-91003-707-1000/440170: \$48,448

4281-91003-707-1000/540500: \$349,148

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 13th day of April, 2021, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Hardy Bullock.

Noes: None.


Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 


Dan Miller, Chair

4/13/2021 cc: DPW*
AC*
Purchasing*



3/22/2021

Robin Van Valkenburgh
950 Maidu Avenue
Nevada City, CA 95959

Dear Robin:

The CALACT-MBTA Purchasing Cooperative is pleased to make an assignment as detailed in the Assignment to Purchase Agreement.

Additional information is available on the CALACT website at www.calact.org/purchasingco-op 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 blue ink that reads "Daniel Mundy".

Daniel Mundy
Deputy Executive Director

CALACT



Assignment to Purchase Agreement
Assignment #15-03-0606

The CALACT-MBTA Purchasing Cooperative, "Assignor", hereby assigns to Nevada County Transit Services, "Assignee", 1 option 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 the vehicle 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):

(1) Glaval Class B

Total # of Vehicles: 1

Such ability to purchase commenced, per terms of Contract, on 3/22/2021, and may be exercised at any time on or before 4/28/2021. Pricing for this assignment is valid for Purchase Orders until 4/28/2021, 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 vehicle 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. 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 the vehicle 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 may be downloaded from our website at www.calact.org for any reviews or audits your agency will be subject to. Please contact CALACT staff for any assistance you may need at 916-920-8018.

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.



Daniel Mundy
Deputy Executive Director
CALACT
"Assignor"



3/22/2021

Robin Van Valkenburgh
950 Maidu Avenue
Nevada City, CA 95959

Dear Robin:

The CALACT-MBTA Purchasing Cooperative is pleased to make an assignment as detailed in the Assignment to Purchase Agreement.

Additional information is available on the CALACT website at www.calact.org/purchasingco-op 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 blue ink that reads "Daniel Mundy".

Daniel Mundy
Deputy Executive Director

CALACT



Assignment to Purchase Agreement
Assignment #15-03-0607

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 3/22/2021, and may be exercised at any time on or before 4/28/2021. Pricing for this assignment is valid for Purchase Orders until 4/28/2021, 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. 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 may be downloaded from our website at www.calact.org for any reviews or audits your agency will be subject to. Please contact CALACT staff for any assistance you may need at 916-920-8018.

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.



Daniel Mundy
Deputy Executive Director
CALACT
"Assignor"

**Morongo Basin Transit Authority (MBTA)
RFP 15-03**

Pre-Award Review Certifications

Joe G. Meer, acting on behalf of MBTA and CalACT Purchasing Cooperative participants under MBTA RFP 15-03 certifies the following:

I. PRE-AWARD BUY AMERICA COMPLIANCE CERTIFICATION

As required by Title 49 of the CFR, Part 663-Subpart B, the recipient is satisfied that the buses to be purchased from A-Z Bus Sales, Inc., and Creative Bus Sales awarded under this contract meet the requirements of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended. The recipient has reviewed documentation provided by the manufacturers, which list (1) the proposed component and subcomponent parts of the buses identified by manufacturer, country of origin, and cost; and (2) the proposed locations of the final assembly points for the buses, including a description of the activities that will take place at the final assembly point and cost of final assembly.

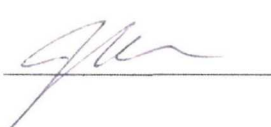
Date: April 7, 2016

Signature:  Title: Director of Purchasing

II. PRE-AWARD PURCHASER'S REQUIREMENTS CERTIFICATION

As required by Title 49, of the CFR, Part 663-Subpart B, the buses to be purchased from A-Z Bus Sales, Inc., and Creative Bus Sales are the same products described in the recipient's solicitation specification and their proposed manufacturers are responsible firms with the capability produce buses that meets the specification as set forth in the RFP.

Date: April 7, 2016.

Signature:  Title: Director of Purchasing

III. PRE-AWARD FMVSS COMPLIANCE CERTIFICATION

As required by Title 49, of the CFR, Part 663-Subpart D, a copy of A-Z Bus Sales, Inc., Creative Bus Sales self-certification information stating that buses proposed will comply with the relevant Federal Motor Vehicle Safety Standards issued by the National Highway Safety Administration in Title 49 of the Code of Federal Regulations, Part 571. was included in the bid documents received.

Date: April 7, 2016.

Signature:  Title: Director of Purchasing

ATTACHMENT NO 3



MBTA CalACT Cooperative RFP 15-03



Customer:	Nevada County - Gold County Stage		Quote Date:	3/11/2021	
Address:		County:	Nevada	Expires:	4/28/2021
City:	Grass Valley	Zip Code:	95945		
Contact:	Robin Van Valkenburgh	Office Phone:	530-470-2833	DSI Account:	
Email Address:	robin.vanvalkenburgh@co.nevada.c	Cell Phone:		Fax Number:	
Sales Representative:	Clay Hartman	Type:	B Ford Gasoline		

QTY	Option Description		Contract Price
GLAVAL BUS, TYPE B, FORD GASOLINE			
1	Gas - Cut-Away Chassis	Glaval Chassis, E-450, 158", 7.3L V-8	
			Sub-Total Base Unit 70,199.53

PUBLISHED OPTIONS			
4	Freedman Foldaway Seat (double)		1,127.50 4,510.00
1	Additional Mobility Aid positions (w/tie downs)		852.50 852.50
1	Removable diamond floor access plate		121.00 121.00
1	Armored Marker lights and side turn signal		247.50 247.50
1	USSC G2 E Drivers Seat (If not standard)	nc	
1	Mor-RYD Suspension		907.50 907.50
1	Apollo 1 TB DVR w/ GPS (4 camera)		5,390.00 5,390.00
1	CrossOver Mirror		148.50 148.50
1	2 Way radio prep		137.50 137.50
1	AM/FM CD Per spec		- -
1	Documentation Charges		80.00 80.00
1	DMV/State Fees		12.25 12.25
			Sub-Total Published Options 12,406.75

NON PUBLISHED OPTIONS			
			Sub-Total Non-Published Options -

SUMMARY SPECIFICATION SUMMARY

Model Year: 2021/2022	Make: Ford	Wheelchair Lift Model: Braun Century
Type: B Gas	Chassis: E-450	Wheelchair Lift Location: Rear
Passenger Capacity: 14 + 2	Wheelbase: 158"	Number of Tie Downs: 3
Seat Fabric: D90 Level 4	Engine: 7.3L V-8	Alternator: OEM Ford
Air Conditioning System: TA733	GWR: 14,500	Tie Down Type: Q'Straint DLX
Exterior Color/Graphics: White Exterior	Body Length: 23ft	Estimated Delivery: 150 Days ARO



MBTA CalACT Cooperative RFP 15-03



Customer: **Nevada County - Gold County Stage**
 Address: _____ County: Nevada
 City: **Grass Valley** Zip Code: **95945**
 Contact: **Robin Van Valkenburgh** Office Phone: **530-470-2833**
 Email Address: **robin.vanvalkenburgh@co.nevada.c** Cell Phone: _____
 Sales Representative **Clay Hartman** Type **B Ford Gasoline**

Quote Date: **3/11/2021**
 Expires: **4/28/2021**
 DSI Account: _____
 Fax Number: _____

QTY Option Description Contract Price

SUMMARY FEATURES & EQUIPMENT

Aluminized Steel Cage Construction	Fully Insulated Body Assembly Process
Galvanized Exterior Skins - Laminated Body Construction	ALL LED Exterior Lighting
One Piece FRP Roof Assembly	FRP Interior Sidewalls, Roof, Rear Walls
36" Electric Entry Door	Number, function, and color coded wiring
Ergonomic Driver Control Panel	Braun Century W/C Lift
Driver Side Running Board	Side Mounted Battery on Slide Out Tray w/High Amp Circuit Breakers
Remote control & heated Exterior Mirrors	
Standard 2-Step Entry with 12" First Step Height	96" Body Width
Dual Entry Grab Rails	Seating: D90 upholstery, Grab Handles, USR's, aisle arm rests
5/8" Marine Plywood Subfloor, with Aluminized Steel Sub-structure	ISO 9001:2008 Quality Manufacturing Process
Integrated Track Seating System	Ford QVM Certified Manufacturer
	Back Up Alarm, Anti-ride Rear Bumper
Daytime Running Lights	Front Mud Flaps
	Altoona 7 Year/200,000 Mile Tested
	Stanchion and Modesty Panel Behind Driver, with Plexiglass
5 YEAR / 100,000 Mile Limited Body Warranty	Meets All Applicable FMVSS Requirements in Effect at time of Manufacture

CONTRACT PRICING SUMMARY



Base Unit as Specified	70,199.53
Published Options	12,406.75
Non-Published Options	-
Mobility Aid Rebate Value shown for taxable purposes	1,000.00
Sub-total per Unit	83,606.28
ADA Portion that is non taxable	12,512.25
Taxable Amount (subtotal less non taxable)	71,094.03
Sales Tax	5,332.05
CalACT MBTA fee of 1.5% of subtotal	1,254.09
Grand Total, Each	90,192.43
Less Mobility Aid Rebate	(1,000.00) <i>A-Z Processes per MBTA contract</i>
Subtotal per bus	89,192.43
Qty	1
Grand Total	\$ 89,192.43

Clay Hartman

Signature _____

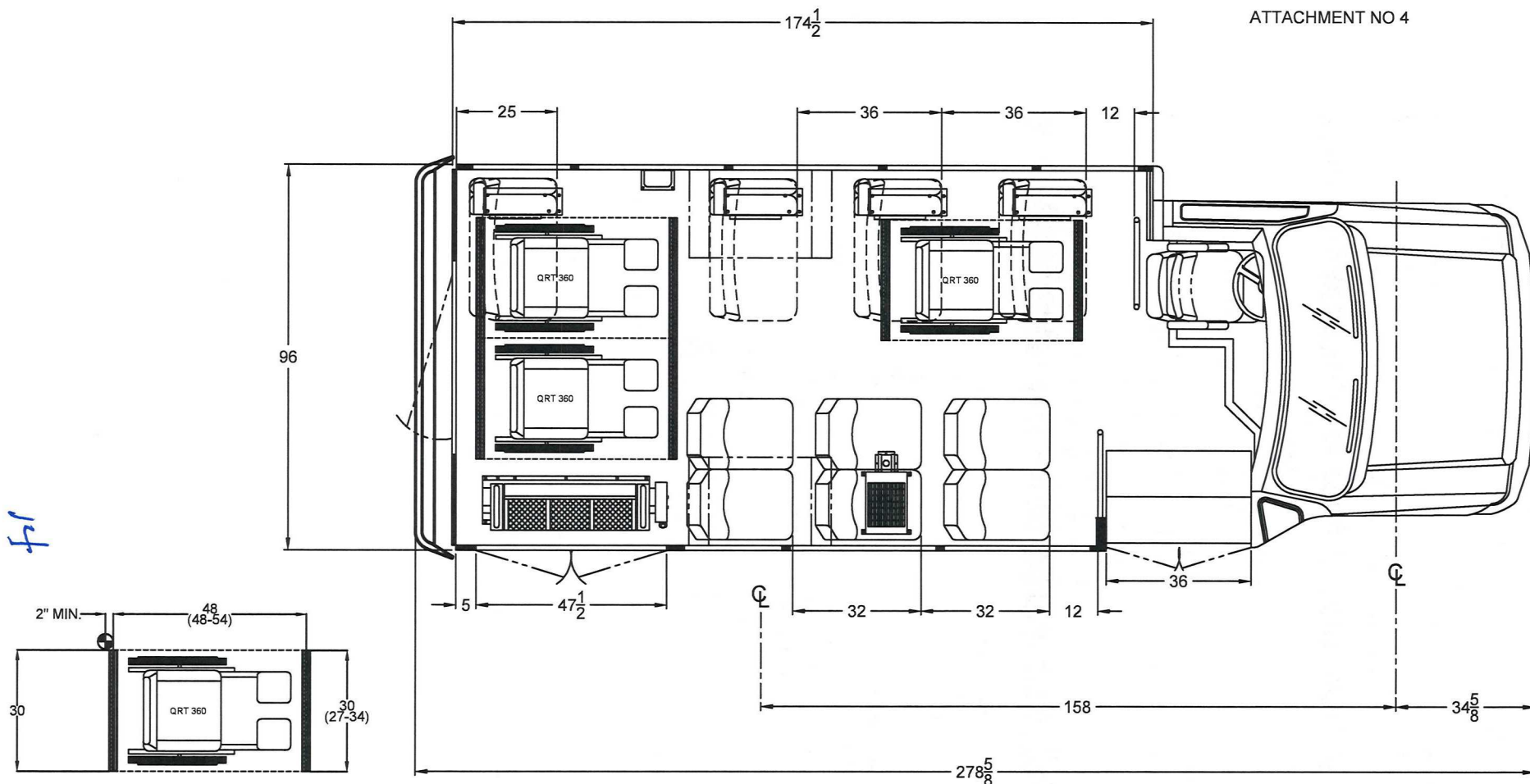
Signature _____ Date _____

Print Name Clay Hartman

Print Name _____

COMPANY/AGENCY _____

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DEALER APPROVAL

APPROVED

CUSTOMER SIGNATURE

NOTE: SHOWN WITH MID HI FREEDMAN SEATS
 UNIVERSAL E-450 14,500 GVWR
 THIS FLOOR PLAN IS FOR ILLUSTRATION PURPOSES ONLY.
 A WEIGHT ANALYSIS HAS NOT YET BEEN PERFORMED.
 FINAL APPROVAL WITH A WEIGHT ANALYSIS IS REQUIRED UPON RECEIPT OF A
 COMPLETED ORDER WITH ALL OPTIONS SHOWN.
 OPTIONAL EQUIPMENT MAY BE SHOWN.
 THE SALES ORDER PLACED DICTATES ACTUAL OPTION CONTENT.
 — STORAGE POUCH LOCATION

**SCALE
 IN INCHES**



THIS DRAWING AND THE INFORMATION THEREON ARE THE EXCLUSIVE PROPERTY OF GLAVAL BUS, A DIVISION OF FOREST RIVER. IT SHALL NOT BE COPIED OR DUPLICATED IN ANY MANNER, NOR SHALL IT BE SUBMITTED TO OUTSIDE PARTIES FOR EXAMINATION WITHOUT OUR WRITTEN CONSENT. IT IS LOANED FOR USE WITH REFERENCE TO WORK UNDER CONTRACT WITH, OR PROPOSALS SUBMITTED TO GLAVAL BUS, A DIVISION OF FOREST RIVER.

REV. LET.	DESCRIPTION OF CHANGE	BY	CHK	DATE	ECN No.

TOLERANCE UNLESS OTHERWISE SPECIFIED		DATE: 03/9/21		TITLE: 6/3 WC 4 DBL FOLDS 158" WB 163 BDY 22' UNIVERSAL	
WOOD	OTHER	NAME: LDH	DWG. No. 6 3 WC 4 DB FOLDS 158 163-1 GLAVAL		
± 1/8"	± 1/16"				
± 1°	± 1/2°				

GLAVAL BUS
 Buses for the new millennium



R O Bus Sales

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

Retail Buyer's Order & Invoice	
Date:	2/22/2021
Sales Mgr.	JOE MACHIN
Sales Person:	JOE MACHIN
Stock #:	TBD
Vin No.	TBD
Invoice #	TBD
P.O. #	TBD

Sold to: County of Nevada
 Address: 13081 JOHN BAUER AVE
 City/ST/Zip: GRASS VALLEY AVE 95945
 Phone: 530-477-0103 EXT 1002
 Delivered to: Robin VanValkenburgh
 Address: Same As Above
 City/ST/Zip:
 Email: Robin.VanValkenburgh@co.nevada.ca.us

Vehicle Specifications and Major Components Sold:					
Type	Year	Manufacturer	Model	Description	Amount
VAN	2021	FORD	V350	7 PASSENGER	54,494.00
VAN	2021	FORD	V350	7 PASSENGER	54,494.00
VAN	2021	FORD	V350	7 PASSENGER	54,494.00
VAN	2021	FORD	V350	7 PASSENGER	54,494.00

Description
 2021 FORD TRANSIT AUTOMATIC TRANSMISSION, THREE DOUBLE FOLDAWAY FLIP SEAT WITH 1 SINGLE FLIP UP SEATS 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 CENTURY (2) 800 LBS LIFT MOUNTED ON THE SHIFT AND STEP PLATFORM, B PILLAR, GRAB HANDLE, 2 ADDITIONAL KEYS , AM/FM RADIO WITH BLUE TOOTH SYSTEM, DAYTIME RUNNING LIGHTS.

Published Options			
Qty	Item	Unit Price	Total
4	Shift N' Step	\$ 3,437.50	\$ 13,750.00
4	Single Fold Seat	\$ 589.60	\$ 2,358.40

Base Cost	\$ 217,976.00		
Delivery Charge	\$2,076.00		
Published Options	\$16,108.40	<input type="checkbox"/>	RO Limited Warranty (30 Days)
Non-Published Options	N/A		
CalAct Fee 1.5%	\$3,511.27		
Subtotal	\$239,671.67	<input checked="" type="checkbox"/>	Factory Certified Warranty (Check Box)
Subtotal	\$239,671.67	<input type="checkbox"/>	As Is, No Warranty (Check Box)
DMV Title	\$116.00		
Doc Fee/PLATES	\$320.00		
Sales Tax 8.5%	\$19,897.17		
Down Payment Each Bus			
Balance Due	\$260,004.84		

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

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

County of Nevada

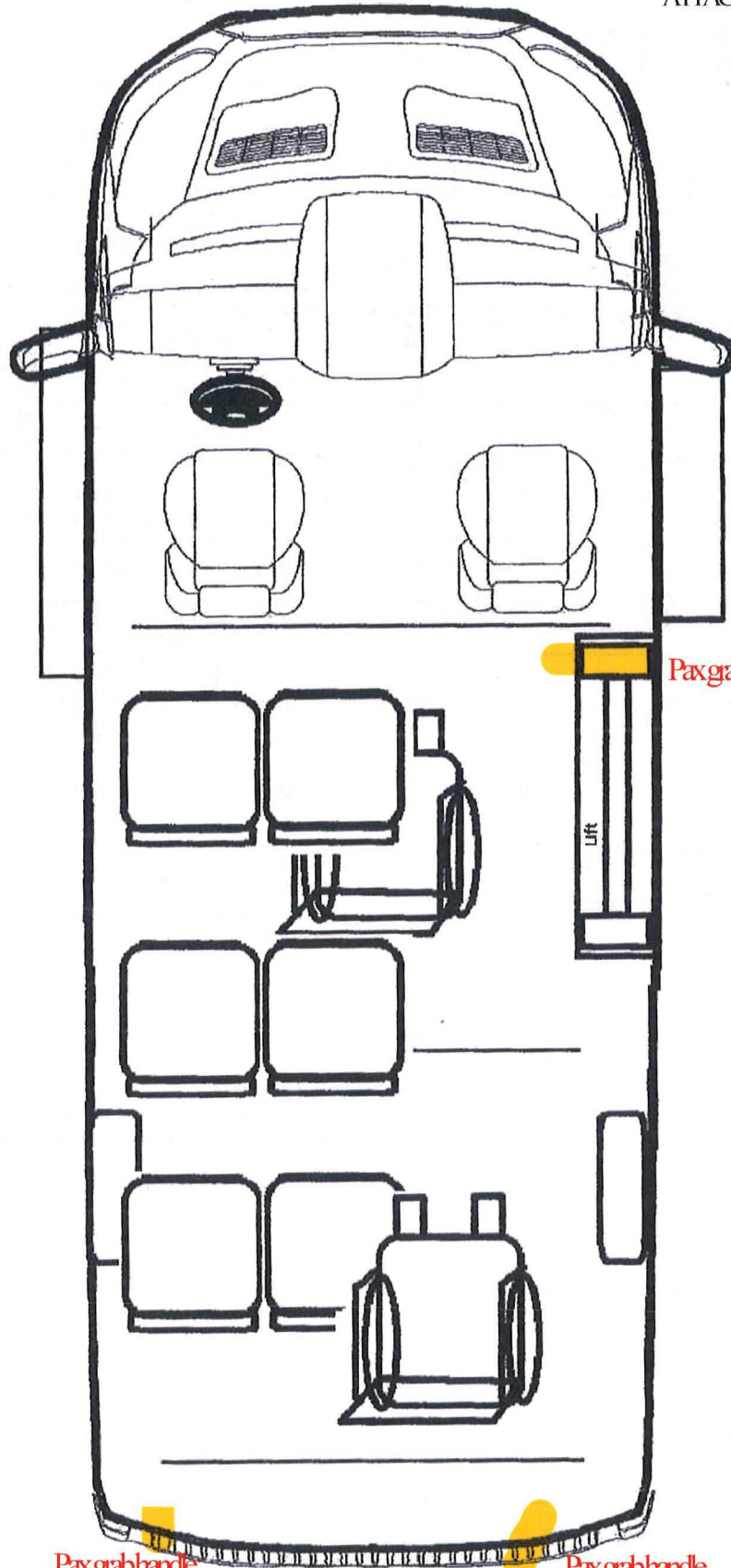
JOE MACHIN
 RO Sales Representative
 RO Sales Representative Signature
 2/22/2021
 Date

Robin VanValkenburgh
 Purchaser Name
 Purchaser Signature
 Date

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

15

ed TH/11511
ll/550



Paxgabhandle

Lift

Paxgabhandle

Paxgabhandle

Foldaway reentry step

OK
[Signature]
TRANSIT SERVICES MANAGER