



## **NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Letter**

---

**TO:** Board of Directors  
**FROM:** Kate Miller, Executive Director  
**REPORT BY:** Antonio Onorato, Director of Administration, Finance and Policy  
(707) 259-8779 / Email: [aonorato@nvta.ca.gov](mailto:aonorato@nvta.ca.gov)  
**SUBJECT:** Authorization to Purchase Four (4) Glaval Vehicles from A-Z Bus Sales for the Vine Transit Fleet

---

### **RECOMMENDATION**

That the Napa Valley Transportation Authority (NVTA) Board authorize the Executive Director to execute and make minor modifications to Purchase Order #19-1007 (Attachment 1) for four (4) vehicles with A-Z Bus Sales under NVTA's membership with the California Association for Coordinated Transportation (CalACT) and Morongo Basin Transit Authority's Cooperative RFP 15-03, in an amount not to exceed \$400,000.

### **COMMITTEE RECOMMENDATION**

None

### **EXECUTIVE SUMMARY**

NVTA was awarded \$280,000 in Federal Transit Administration (FTA) Section 5310 grant funds which will be supplemented with Transportation Development Act (TDA) funds of \$120,000 to replace four (4) vehicles that have reached the end of their useful life. Staff is requesting that the Board authorize the Executive Director to execute a Purchase Agreement with A-Z Bus Sales. The proposed Glaval vehicles are a deviation from the cutaway type vehicles acquired in the past. The Glaval vehicles are low floor and therefore significantly easier to load and alight passengers, particularly older and disabled passengers.

### **PROCEDURAL REQUIREMENTS**

1. Staff Report
2. Public Comments
3. Motion, Second, Discussion and Vote

**FISCAL IMPACT**

Is there a Fiscal Impact? Yes up to \$400,000.

Is it currently budgeted? Yes

Where is it budgeted? Capital Projects, Transit Fund.

Future fiscal impact: The buses will be delivered in FY 2019-20.

Consequences if not approved: The existing buses will need to be maintained in the fleet which could influence maintenance costs and system performance.

**CEQA REQUIREMENTS**

**ENVIRONMENTAL DETERMINATION:** The proposed action is not a project as defined by 14 California Code of Regulations 15378 (California Environmental Quality Act (CEQA) Guidelines) and therefore CEQA is not applicable.

**BACKGROUND AND DISCUSSION**

In 2018, NVRTA was notified it was successful in its grant application and was awarded \$280,000 in federal funds to assist in the procurement of four (4) vehicles. The following is the proposed budget:

Table 1: Expenditure Plan

<i>Description</i>	<i>Quantity</i>	<i>Unit Price</i>	<i>Total</i>
Glaval Vehicles	4	\$92,361	\$369,444
add: After Delivery Options		\$ 7,639	\$ 30,566
<b>Project Total</b>			<b>\$400,000</b>

Table 2: Financing Plan

<i>Description</i>	<i>Amount</i>
FTA Section 5310 award	\$280,000
Transportation Development Act Fund	\$120,000
<b>Total Funding</b>	<b>\$400,000</b>

**SUPPORTING DOCUMENTS**

Attachment: (1) Purchase Order # 19-1007

**DRAFT**ATTACHMENT 1  
NVT A Agenda Item 10.4  
May 15, 2019

# Purchase Order

Napa Valley  
Transportation  
Authority  
625 Burnell Street  
Napa, CA 94559

Phone: 707-259-8631  
Fax: 707-259-8638  
www.nvta.ca.gov

## VENDOR

AZ BUS SALES INC.  
3418 52ND AVENUE  
SACRAMENTO, CA 95823  
C Clay Hartman, Transit Sales Mgr  
T 916.399.2904 C 916.217.3469  
E chartman@a-zbus.com

**Purchase Order #:** 19-1007

**Date:** 04/25/2019

**Vendor ID:** 35566

## Bill To:

Napa Valley Transportation  
Authority (NVT A)  
ATTN: Accounts Payable  
625 Burnell Street  
Napa, CA 94559-2912

## Ship To:

NVT A-Vine Transit Yard  
720 Jackson Street  
Napa, CA 94559  
POC: Antonio Onorato, CCFM  
T 707.259.8779 E aonorato@nvta.ca.gov

Requested By	Ship Date	Ship Via	FOB	Buyer	Terms	Tax ID
ONORATO	120 DAYS ARO	GROUND	DEST	KULICK	NET 30	68-0471080

QTY	Item #	Units	Description	Discount %	Taxable	Unit Price	Total
<del>ALL TERMS AND CONDITIONS OF THE CALACT/MBTA AGREEMENT 15-03 ARE INCLUDED HEREIN AS IF FULLY SET FORTH AND THE PARTIES HERETO AGREE THAT NVT A IS AN ASSIGNEE/THIRD PARTY BENEFICIARY OF THAT AGREEMENT AND MAY ENFORCE ANY AND ALL RIGHTS CONTAINED IN THAT AGREEMENT WITHOUT LIMITATION.</del>							
4	N/A	EA	BUS, GLAVAL, TYPE C, FORD, GASOLINE		\$74,469.49	\$85,309.74	\$341,238.96
			SEE ATTACHED SPECIFICATIONS				

## NOTICE OF INCLUDED TERMS AND CONDITIONS

This purchase order is a federally funded contract and as such, certain mandatory terms and conditions apply to this purchase order. These provisions include, but are not limited to the provisions of Buy America 49 U.S.C. §5323(j), 49 C.F.R. Part 661; Cargo Preference 46 U.S.C. § 55305, 46 C.F.R. Part 381; Fly America 49 U.S.C. § 40118, 41 C.F.R. §§ 301-10.131 through 301-10.143; Bus Testing 49 C.F.R. Part 665; U.S. DOT Third Party Procurement Regulations 49 C.F.R. §18.36 or 40 C.F.R. §§19.40 through 19.48, FTA Circular 4220.1F (including all mandated terms and conditions contained in Appendix D-4) and FTA Master Agreement FTA MA(17).

<b>Subtotal</b>	<b>\$341,238.96</b>
<b>Tax 7.75%</b>	<b>\$23,085.56</b>
<b>Other</b>	<b>\$5,118.60</b>
<b>TOTAL</b>	<b>\$369,443.12</b>

**THIS ORDER WILL BECOME VALID UPON RECEIPT OF VENDOR ACCEPTANCE.**

## VENDOR ACCEPTANCE

Vendor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) contract/purchase order, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (*Attachments are listed herein.*)

## ORDER AWARDED AND ISSUED BY

Individual listed below is hereby authorized to award ordered material/services as specified, or incorporated by reference herein, on behalf of the Napa County Transportation and Planning Agency.

NAME AND TITLE  
(Signature of person authorized to sign)

DATE

KATE MILLER, Executive Director DATE  
(Signature of person authorized to sign)

## FOR INTERNAL USE ONLY

FUND APPROPRIATION: CMA/FTA 5310 8300 8302002 PUB.TRANSIT VINE PROJ 13834

**VEHICLE DESCRIPTION****2019 GLAVAL BUS TYPE C FORD GASOLINE**

GAS CUT-AWAY CHASSIS, E-450, 190", 6.8L V-10

PASSENGER CAPACITY 16 +2, SEAT FABRIC DOCKET 90 VINYL, AC SYSTEM TA733, EXTERIOR COLOR/GRAPHICS - TBD, WHEELBASE 186/190", ENGINE 6.8L V-10 GASOLINE, GWR 14,500, BODY LENGTH 25', WHEELCHAIR LIFT - REAR LOCATION, NUMBER OF TIE DOWNS 2 EA - Q'STRAIT DLX, ALTERNATOR 225 AMP OEM

SUMMARY FEATURES & EQUIPMENT: Aluminized Steel Cage Costruction - Galvanized Exterior Skins - Laminated Body Construction - One Piece FRP Roof Assembly - 36" Electric Entry Door - Ergonomic Driver Control Panel with Quick Disconnect - Driver Side Running Board - Remote control & heated Exterior Mirrors - Standard 2-Step Entry with 12" First Step Height -Dual Entry Grab Rails - 5/8" Marine Plywood Subfloor, with Aluminized Steel Sub-structure - Integrated Track Seating -SystemTrans/Air TA733 with 13 CID compressor, 3 Fan Skirt Condensor - Daytime Running Lights - Hanover Front and Side Destination Signs -Roof Hatch, Pull cord Chime system, PA system - 5 YEAR / 100,000 Mile Limited Body Warranty - Fully Insulated Body Assembly Process - ALL LED Exterior Lighting - Filon FRP Interior Sidewalls, Roof, Rear Walls - Number, function, and color coded wiring - Braun Century W/C Lift, 1000 lb rating - Side Mounted Battery on Slide Out Tray w/High Amp Circuit Breakers - Mor Ryde Suspension - 96" Body Width - Seating: Doc 90 upholstery, Grab Handles, USR's, aisle arm rests - ISO 9001:2008 Quality Manufacturing Process - Ford QVM Certified Manufacturer - Back Up Alarm, Anti-ride Rear Bumper - Front Mud Flaps - Altoona 7 Year/200,000 Mile Tested - Stanchion and Modesty Panel Behind Driver, with Plexiglass - Meets All Applicable FMVSS Requirements in Effect at time of Manufacture

QTY		UNIT COST	VEHICLE QTY	TOTAL
1	VEHICLE BASE PRICE	\$ 67,355.65	4	\$ 269,422.60
	<b><u>EACH VEHICLE WILL HAVE THE FOLLOWING STANDARD-OPTIONS</u></b>			
	<b><u>INSTALLED:</u></b>			
1	ROOF VENTS	\$ 435.20	4	\$ 1,740.80
1	HELP - FRONT BUMPER	\$ 972.80	4	\$ 3,891.20
1	LOCKING DOOR WITH ALARM	\$ 691.20	4	\$ 2,764.80
1	REMOVABLE DIAMOND FLOOR ACCESS PLATE	\$ 112.64	4	\$ 450.56
1	ARMORED MARKER LIGHTS AND SIDE TURN SIGNAL	\$ 230.40	4	\$ 921.60
1	USSC G2 E DRIVERS SEAT (IF NOT STANDARD)	\$ -	4	\$ -
1	MOR-RYD SUSPENSIONS	\$ 884.80	4	\$ 3,539.20
1	STOP REQUEST SYSTEM (W/SIGN)	\$ 870.40	4	\$ 3,481.60
1	FAREBOX RAIL/PREWIRE	\$ 128.00	4	\$ 512.00
1	PA SYSTEM (WITH EXTERIOR ADA SPEAKER)	\$ 384.00	4	\$ 1,536.00
1	AD RAILS (INTERIOR, BOTH SIDES)	\$ 179.20	4	\$ 716.80
8	USB CHARGING PORTS (PER SEAT, MOUNTED UNDER SEAT)	\$ 202.75	4	\$ 811.00
1	BRAUN NCL 1000 LIFT (1K LBS CAPACITY)	\$ 588.80	4	\$ 2,355.20
1	2-WAY RADIO PREP	\$ 128.00	4	\$ 512.00
1	HANOVER FRONT AND SIDE DESTINATION SIGNS	\$ 5,094.40	4	\$ 20,377.60
1	DOCUMENTATION CHARGE	\$ 80.00	4	\$ 320.00
1	DMV/STATE FEES	\$ 12.25	4	\$ 49.00
	<b><u>EACH VEHICLE WILL HAVE THE FOLLOWING NON-STANDARD OPTIONS</u></b>			
	<b><u>INSTALLED:</u></b>			
1	PAINT SCHEME AND LETTERING PER DRAWING SUPPLIED	\$ 4,900.00	4	\$ 19,600.00
1	FILON CEILING & WALLS, ILO STANDARD (25' LENGTH)	\$ 640.00	4	\$ 2,560.00
1	BUS TO <b><u>NOT</u></b> HAVE AN AM/FM RADIO	\$ -	4	\$ -



QTY		UNIT	COST	VEHICLE QTY	TOTAL
	(Continued )				
1	BASE UNIT AS SPECIFIED		\$ 67,355.65	4	\$ 269,422.60
1	STANDARD OPTIONS		\$ 12,414.09	4	\$ 49,656.36
1	NON-STANDARD OPTIONS		\$ 5,540.00	4	\$ 22,160.00
	<b>SUBTOTAL</b>		<b>\$ 85,309.74</b>	4	<b>\$ 341,238.96</b>
	ADA PORTION - NON-TAXABLE		\$ 10,840.25	4	\$ 43,361.00
	TAXABLE AMOUNT (SUBTOTAL LESS NON-TAXABLE)		\$ 74,469.49	4	\$ 297,877.96
	<b>SALES TAX - NAPA - 7.75%</b>		<b>\$ 5,771.39</b>	4	<b>\$ 23,085.56</b>
	<b>CALACT MBTA FEE OF 1.5% OF SUBTOTAL</b>		<b>\$ 1,279.65</b>	4	<b>\$ 5,118.60</b>
	<b>GRAND TOTAL</b>		<b>\$ 92,360.78</b>	4	<b>\$ 369,443.12</b>

CONTINUED ON PAGE 4 OF 21

## Federal Required and Other Model Contract Clauses

	Rolling Stock	Operating	Construction	Consultant Services	Research	Goods	Prof Svc
1. Fly America - Required for air transportation.							
2. Buy America	>\$100,000		>\$100,000			>\$100,000	
3. Charter Bus and School Bus		X					
4. Cargo Preference - Required for all contracts involving equipment, materials, or commodities which may be transported by ocean vessels.							
5. Seismic Safety			New Bldg				
6. Energy Conservation	X	X	X	X	X	X	X
7. Clean Water	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
8. Bus Testing	X	Turnkey					
9. Pre-Award and Post Delivery Audit	X	Turnkey					
10. Lobbying	>\$100,000	>\$100,000	>\$100,000	>\$100,000		>\$100,000	>\$100,000
11. Access to Records and Reports		X	X	X			X
12. Federal Changes	X	X	X	X	X	X	X
13. Bonding			>\$100,000				
14. Clean Air	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
15. Recycled Products	* >\$10,000	* >\$10,000	* >\$10,000	* >\$10,000	* >\$10,000	* >\$10,000	* >\$10,000
16. Davis-Bacon and Copeland Anti-Kickback Acts			>\$2,000				
17. Contract Work Hours and Safety Standards Act			>\$100,000				
19. No Government Obligation to Third Parties	X	X	X	X	X	X	X
20. Program Fraud and False or Fraudulent Statements and Related Acts	X	X	X	X	X	X	X
21. Termination	>\$10,000	>\$10,000	>\$10,000	>\$10,000	>\$10,000	>\$10,000	>\$10,000
22. Government-wide Debarment and Suspension (Nonprocurement)	>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000
23. Privacy Act	X	X	X	X	X	X	X
24. Civil Rights	X	X	X	X	X	X	X
25. Breaches and Dispute Resolution	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
26. Patent and Rights in Data					X		
27. Transit Employee Protective Agreements		X					
28. Disadvantaged Business Enterprise (DBE)	X	X	X	X	X	X	X
30. Incorporation of Federal Transit Administration Terms	X	X	X	X	X	X	X
31. Drug and Alcohol Testing		X					

\*Procurement of items designated by EPA - 40CFR247

RASTO:Procurement:ProceduresFTA Required Clauses Chart.xlsorms



# Universal

by Glaval Bus

## UP TO 25 PASSENGER SEATING

The UNIVERSAL has become synonymous with reliability, performance and comfort. If dependability is your top priority, the UNIVERSAL is offered on the proven Ford E-Series chassis, available with either the 5.4L or 6.8L gas engine. Up to 25 passengers can travel in solid, quiet comfort with an interior styled to meet your specific application requirements. With many standard features and available options, you can have the rugged durability with Glaval's industry leading 'Steel- Safe' construction at an affordable price!



Unit shown with optional features



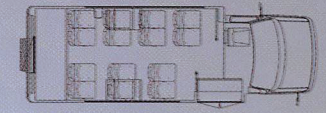
## STANDARD CHASSIS FEATURES

	Gas E350 5.4L	Gas E350 6.8L	Gas E450 5.4L	Gas E450 6.8L <b>X</b>
<b>Engine</b>	5.4L EFI FFV Triton V-8	6.8L EFT Triton V-10	6.8L EFT Triton V-10	6.8L EFT Triton V-10
<b>Power</b>	255hp; 350lb-ft	305hp; 420lb-ft	305hp; 420lb-ft	305hp; 420lb-ft
<b>GVWR</b>	11,500	12,500	14,500	14,500
<b>Alternator</b>	225 Amp	225 Amp	225 Amp	225 Amp
<b>Fuel System</b>	40 Gallons	40 Gallons	55 Gallons	55 Gallons
<b>Driver's Air Bag</b>	Standard	Standard	Standard	Standard
<b>Transmission</b>	5 Speed Automatic OD w/ Tow/Haul	5 Speed Automatic OD w/ Tow/Haul	5 Speed Automatic OD w/ Tow/Haul	5 Speed Automatic OD w/ Tow/Haul
<b>Parking Brake</b>	Foot-Operated, Hand Release	Foot-Operated, Hand Release	Foot-Operated, Hand Release	Foot-Operated, Hand Release
<b>Wipers</b>	Intermittent	Intermittent	Intermittent	Intermittent
<b>Battery</b>	Dual 750 CCA	Dual 750 CCA	Dual 750 CCA	Dual 750 CCA
<b>Cruise Control</b>	Standard	Standard	Standard	Standard
<b>Fast Idle</b>	Standard	Standard	Standard	Standard
<b>Power Steering</b>	Standard	Standard	Standard	Standard
<b>Tilt Steering</b>	Standard	Standard	Standard	Standard
<b>Wheels</b>	16" x 6" White Painted Steel	16" x 6" White Painted Steel	16" x 6" White Painted Steel	16" x 6" White Painted Steel
<b>Tires</b>	LT225/75R16E BSW All Season	LT225/75R16E BSW All Season	LT225/75R16E BSW All Season	LT225/75R16E BSW All Season
<b>Head lamps</b>	Halogen Aero	Halogen Aero	Halogen Aero	Halogen Aero
<b>Horn</b>	Dual Electric	Dual Electric	Dual Electric	Dual Electric
<b>Brakes</b>	Front & Rear Disc	Front & Rear Disc	Front & Rear Disc	Front & Rear Disc
<b>Anti-Lock</b>	4-Wheel	4-Wheel	4-Wheel	4-Wheel
<b>Stereo</b>	AM/FM/CD w/ 5 speakers	AM/FM/CD w/ 5 speakers	AM/FM/CD w/ 5 speakers	AM/FM/CD w/ 5 speakers
<b>Front Bumper/Grill</b>	Chrome	Chrome	Chrome	Chrome
<b>Air</b>	Automotive	Automotive	Automotive	Automotive
<b>Rear Stabilizer</b>	Standard	Standard	Standard	Standard
<b>Driver's Seat</b>	OEM	OEM	OEM	OEM
<b>Exhaust</b>	Rear Routed: Aluminized Steel	Rear Routed: Aluminized Steel	Rear Routed: Aluminized Steel	Rear Routed: Aluminized Steel

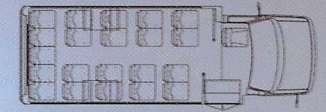
## MODEL SPECIFICATIONS

\* All Measurements Approximate

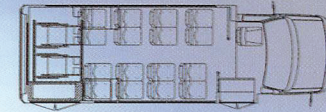
Chassis	Ford E350	Ford E450
<b>Wheelbase</b>	138", 158" and 176"	138", 158", 176", 190" and 208"
<b>Overall Length (Bumper to Bumper)</b>	21' - 24'	21' - 27'
<b>Overall Width</b>	96" (excluding mirrors and flairs)	96" (excluding mirrors and flairs)
<b>Overall Height (Excludes Escape Hatch or Roof A/C)</b>	114" (Add 8" for Raised Floor Option)	114" (Add 8" for Raised Floor Option)
<b>Front Overhang</b>	34 5/8"	34 5/8"
<b>Interior Height</b>	78 1/2"	78 1/2"
<b>Interior Width</b>	92"	92"
<b>Aisle Width</b>	18"	18"
<b>Clear Door Opening</b>	30" x 82 1/2" (Optional 40" x 82 1/2")	30" x 82 1/2" (Optional 40" x 82 1/2")
<b>Interior Floor Height From Ground</b>	28 1/2" (Add 8" for Raised Floor Option)	28 1/2" (Add 8" for Raised Floor Option)
<b>Ground to First Step</b>	12 1/2"	12 1/2"
<b>Step Riser</b>	8"	8"
<b>Step Tread</b>	12"	12"
<b>Step Width</b>	34" (Optional 44")	34" (Optional 44")



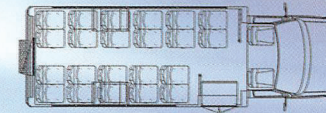
24', 14 Passengers w/Rear Luggage + Driver



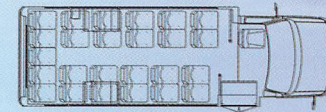
24', 21 Passengers + Driver



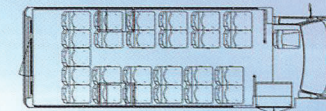
25', Rear Lift, 16 Passengers + Driver



25', 22 Passengers + Driver + Co-Pilot



25', 25 Passengers + Driver



27', 25 Passengers + Driver

### STANDARD CONVERSION FEATURES

"Steel-Safe" Constructed Floor, Roof and Sidewalls  
Galvanized Steel Floor Frame  
Galvanized Steel Stepwell  
Galvanized, All Structure  
5/8" Treated Marine Grade Plywood Flooring  
Gray Koroseal Commercial Flooring w/Ribbed Aisle  
Cove Molding  
Vacuum Laminated Construction, Side and Rear  
Fiberglass Composite Roof  
T-Slide Windows  
Full View Curb Window  
Electric Panel w/ Diagnostic Fuses  
LED Stepwell Lights  
Vinyl Clad Luan Ceiling & Interior Sidewalls  
Track Seating  
Curbside Entrance Modesty Panel & Stanchion  
Rear Center Brake Light (Incandescent)  
Rear Mud Flaps  
Steel Rear Bumper (Powder Coated)  
Window Drip Rails  
Exterior Rub Rails  
White Exterior  
Foamed In-Place Roof Insulation  
Front End Alignment (Toe-In, Toe Out)  
Under-Coating with Warranty  
Manual Door 30" (except on Dual Door Chassis)  
Side Mounted Rear View Mirrors (Manual)

### PARATRANSIT OPTIONS

- Includes a single door, lift, park interlock, ADA Sign, Door Activated Lift and Entrance Lighting, Rear Exhaust (Rear or Roadside Exhaust required for Rear Lift)

### CHASSIS OPTIONS

- Stainless steel snap on wheel covers
- Telma Retarder
- Rear Tow Hook
- VTM Hybrid Assist System
- Granning Rear Air Ride Suspension
- Kelderman Rear Air Ride Suspension
- Azure Hybrid System
- CNG option
- MorRyde Rear Suspension



Scan this barcode using a QR Reader on your Smartphone to learn more about Forest River



A Berkshire Hathaway Company.

All Rights Reserved.

914 CR 1 North, Elkhart, IN 46514

800-445-2825 574-262-2212

www.GlavalBus.com ISO 9001 • 2008 certified



Dual Door Cab with Co-Pilot Seat



5 YEAR/100,000 MILE LIMITED WARRANTY

Page 6 of 21  
164  
ALL FEATURES AND OPTIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE





## MBTA CalACT Cooperative RFP 15-03

Customer:	Napa Valley Transit Authority			Quote Date	4/23/2019
Address:	625 Burnell Street	County:	Napa	Expires	4/28/2019
City	Napa	Zip Code:	94559		
Contact:	Antonio Onorato	Office Phone:	707-259-8779	DSI Account:	
Email Address:	<a href="mailto:anonorato@nvta.ca.gov">anonorato@nvta.ca.gov</a>	Cell Phone:		Fax Number	
Sales Representative	Clay Hartman	Type	C Ford Gasoline		

QTY	Option Description	Contract Price
-----	--------------------	----------------

### GLAVAL BUS, TYPE C, FORD GASOLINE

1	Gas - Cut-Away Chassis	Glaval	Chassis, E-450, 190", 6.8L V-10	
<b>Sub-Total Base Unit</b>				<b>67,355.65</b>

### PUBLISHED OPTIONS

1	Roof Vents		435.20	435.20
1	HELP Front bumper		972.80	972.80
1	Locking rear door w/alarm		691.20	691.20
1	Removable diamond floor access plate		112.64	112.64
1	Armored Marker lights and side turn signal		230.40	230.40
1	USSC G2 E Drivers Seat (If not standard)	nc		
1	Mor-RYD Suspension		884.80	884.80
1	Stop Request System (w/ sign)		870.40	870.40
1	Farebox rail/prewire		128.00	128.00
1	PA system (with exterior ADA speaker)		384.00	384.00
1	Ad rails (interior, both sides)		179.20	179.20
8	USB charging ports (per seat, mounted under seat)		202.75	1,622.00
1	Braun NCL 1000 (1k lbs capacity lift)		588.80	588.80
1	2 Way radio prep		128.00	128.00
1	Documentation Charges		80.00	80.00
1	DMV/State Fees		12.25	12.25
1	Hanover Front and Side Destination Signs		5,094.40	5,094.40
<b>Sub-Total Published Options</b>				<b>12,414.09</b>

### NON PUBLISHED OPTIONS

1	Paint scheme and lettering per drawing supplied		4,900.00	4,900.00
1	Filon Ceiling and Walls, ILO standard (25' length)		640.00	640.00
1	Bus to NOT have an AM FM Radio			-
<b>Sub-Total Non-Published Options</b>				<b>5,540.00</b>

### SUMMARY

#### SPECIFICATION SUMMARY

Model Year	2019	Make:	Ford	Wheelchair Lift Model:	Braun Century
Type:	C Gas	Chassis:	E-450	Wheelchair Lift Location:	Rear
Passenger Capacity:	16 +2	Wheelbase:	186/190"	Number of Tie Downs:	2
Seat Fabric:	Docket 90 Vinyl	Engine:	6.8L V-10 gasoline	Alternator:	225 Amp OEM
Air Conditioning System:	TA733	GVWR:	14,500	Tie Down Type:	Q'Straint DLX
Exterior Color/Graphics:	Solid White	Body Length:	25'	Estimated Delivery:	150 Days ARO



## MBTA CalACT Cooperative RFP 15-03

Customer:	Napa Valley Transit Authority			Quote Date	4/23/2019
Address:	625 Burnell Street	County:	Napa	Expires	4/28/2019
City	Napa	Zip Code:	94559		
Contact:	Antonio Onorato	Office Phone:	707-259-8779	DSI Account:	
Email Address:	<a href="mailto:anonorato@nvtta.ca.gov">anonorato@nvtta.ca.gov</a>	Cell Phone:		Fax Number	
Sales Representative	Clay Hartman	Type	C Ford Gasoline		

### 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	Fiberglass FRP Interior Sidewalls, Roof, Rear Walls
36" Electric Entry Door	Number, function, and color coded wiring
Ergonomic Driver Control Panel with Quick Disconnect	Braun Century W/C Lift, 1000 lb rating
Driver Side Running Board	Side Mounted Battery on Slide Out Tray w/High Amp Circuit Breakers
Remote control & heated Exterior Mirrors	Mor Ryde Suspension
Standard 2-Step Entry with 12" First Step Height	96" Body Width
Dual Entry Grab Rails	Seating: Doc 90 upholstery, Grab Handles, USB'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
Trans/Air TA733 with 13 CID compressor, 3 Fan Skirt Condensor	Back Up Alarm, Anti-ride Rear Bumper
Daytime Running Lights	Front Mud Flaps
Hanover Front and Side Destination Signs	Altoona 7 Year/200,000 Mile Tested
Roof Hatch, Pull cord Chime system, PA system	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



1	Base Unit as Specified	67,355.65	
1	Published Options	12,414.09	
1	Non-Published Options	5,540.00	
1	Sub-total per Unit	<b>85,309.74</b>	
1	ADA Portion that is non taxable	10,840.25	
1	Taxable Amount (subtotal less non taxable)	74,469.49	
1	Sales Tax	5,771.39	7.750% Napa
1	CalACT MBTA fee of 1.5% of subtotal	<b>1,279.65</b>	
1	Grand Total, Each	<b>92,360.77</b>	
1	Qty	1	
1	Grand Total	<b>\$ 92,360.77</b>	

Signature \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

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

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

COMPANY/AGENCY \_\_\_\_\_



## MBTA CalACT Cooperative RFP 15-03

Customer:	Napa Valley Transit Authority			Quote Date	4/23/2019
Address:	625 Burnell Street	County:	Napa	Expires	4/28/2019
City	Napa	Zip Code:	94559		
Contact:	Antonio Onorato	Office Phone:	707-259-8779	DSI Account:	
Email Address:	<a href="mailto:anonorato@nvta.ca.gov">anonorato@nvta.ca.gov</a>	Cell Phone:		Fax Number	
Sales Representative	Clay Hartman	Type	C Ford Gasoline		

QTY	Option Description	Contract Price			
GLAVAL BUS, TYPE C, FORD GASOLINE					
1	Gas - Cut-Away Chassis	Glaval	Chassis, E-450, 190", 6.8L V-10		
Sub-Total Base Unit			67,355.65		
PUBLISHED OPTIONS					
1	Roof Vents	435.20	435.20		
1	HELP Front bumper	972.80	972.80		
1	Locking rear door w/alarm	691.20	691.20		
1	Removable diamond floor access plate	112.64	112.64		
1	Armored Marker lights and side turn signal	230.40	230.40		
1	USSC G2 E Drivers Seat (If not standard)	nc			
1	Mor-RYD Suspension	884.80	884.80		
1	Stop Request System (w/ sign)	870.40	870.40		
1	Farebox rail/prewire	128.00	128.00		
1	PA system (with exterior ADA speaker)	384.00	384.00		
1	Ad rails (interior, both sides)	179.20	179.20		
8	USB charging ports (per seat, mounted under seat)	202.75	1,622.00		
1	Braun NCL 1000 (1k lbs capacity lift)	588.80	588.80		
1	2 Way radio prep	128.00	128.00		
1	Documentation Charges	80.00	80.00		
1	DMV/State Fees	12.25	12.25		
1	Hanover Front and Side Destination Signs	5,094.40	5,094.40		
Sub-Total Published Options			12,414.09		
NON PUBLISHED OPTIONS					
1	Paint scheme and lettering per drawing supplied	4,900.00	4,900.00		
1	Filon Ceiling and Walls, ILO standard (25' length)	640.00	640.00		
1	Bus to NOT have an AM FM Radio		-		
Sub-Total Non-Published Options			5,540.00		
SUMMARY					
SPECIFICATION SUMMARY					
Model Year	2019	Make:	Ford	Wheelchair Lift Model:	Braun Century
Type:	C Gas	Chassis:	E-450	Wheelchair Lift Location	Rear
Passenger Capacity:	16 +2	Wheelbase:	186/190"	Number of Tie Downs:	2
Seat Fabric:	Docket 90 Vinyl	Engine:	6.8L V-10 gasoline	Alternator:	225 Amp OEM
Air Conditioning System:	TA733	GVWR:	14,500	Tie Down Type	Q'Straint DLX
Exterior Color/Graphics:	Solid White	Body Length:	25'	Estimated Delivery:	150 Days ARO

**MBTA CalACT Cooperative RFP 15-03**

Customer:	Napa Valley Transit Authority			Quote Date	4/23/2019
Address:	625 Burnell Street	County:	Napa	Expires	4/28/2019
City	Napa	Zip Code:	94559		
Contact:	Antonio Onorato	Office Phone:	707-259-8779	DSI Account:	
Email Address:	<a href="mailto:anonorato@nvta.ca.gov">anonorato@nvta.ca.gov</a>	Cell Phone:		Fax Number	
Sales Representative	Clay Hartman	Type	C Ford Gasoline		

**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	Fiberglass FRP Interior Sidewalls, Roof, Rear Walls
36" Electric Entry Door	Number, function, and color coded wiring
Ergonomic Driver Control Panel with Quick Disconnect	Braun Century W/C Lift, 1000 lb rating
Driver Side Running Board	Side Mounted Battery on Slide Out Tray w/High Amp Circuit Breakers
Remote control & heated Exterior Mirrors	Mor Ryde Suspension
Standard 2-Step Entry with 12" First Step Height	96" Body Width
Dual Entry Grab Rails	Seating: Doc 90 upholstery, Grab Handles, USB'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
Trans/Air TA733 with 13 CID compressor, 3 Fan Skirt Condensor	Back Up Alarm, Anti-ride Rear Bumper
Daytime Running Lights	Front Mud Flaps
Hanover Front and Side Destination Signs	Altoona 7 Year/200,000 Mile Tested
Roof Hatch, Pull cord Chime system, PA system	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	67,355.65	
Published Options	12,414.09	
Non-Published Options	5,540.00	
Sub-total per Unit	<b>85,309.74</b>	
ADA Portion that is non taxable	10,840.25	
Taxable Amount (subtotal less non taxable)	74,469.49	
Sales Tax	5,771.39	7.750% Napa
CalACT MBTA fee of 1.5% of subtotal	<b>1,279.65</b>	
Grand Total, Each	<b>92,360.77</b>	
Qty	1	
Grand Total	<b>\$ 92,360.77</b>	

Signature \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

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

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

COMPANY/AGENCY \_\_\_\_\_





## MBTA CalACT Cooperative RFP 15-03

Customer:	Napa Valley Transit Authority			Quote Date	4/23/2019
Address:	625 Burnell Street	County:	Napa	Expires	4/28/2019
City	Napa	Zip Code:	94559		
Contact:	Antonio Onorato	Office Phone:	707-259-8779	DSI Account:	
Email Address:	<a href="mailto:anonorato@nvta.ca.gov">anonorato@nvta.ca.gov</a>	Cell Phone:		Fax Number	
Sales Representative	Clay Hartman	Type	C Ford Gasoline		

<b>QTY Option Description</b>	<b>Contract Price</b>
-------------------------------	-----------------------

### GLAVAL BUS, TYPE C, FORD GASOLINE

1	Gas - Cut-Away Chassis	Glaval	Chassis, E-450, 190", 6.8L V-10
			<b>Sub-Total Base Unit</b>
			<b>67,355.65</b>

### PUBLISHED OPTIONS

1	Roof Vents	435.20	435.20
1	HELP Front bumper	972.80	972.80
1	Locking rear door w/alarm	691.20	691.20
1	Removable diamond floor access plate	112.64	112.64
1	Armored Marker lights and side turn signal	230.40	230.40
1	USSC G2 E Drivers Seat (If not standard)	nc	
1	Mor-RYD Suspension	884.80	884.80
1	Stop Request System (w/ sign)	870.40	870.40
1	Farebox rail/prewire	128.00	128.00
1	PA system (with exterior ADA speaker)	384.00	384.00
1	Ad rails (interior, both sides)	179.20	179.20
8	USB charging ports (per seat, mounted under seat)	202.75	1,622.00
1	Braun NCL 1000 (1k lbs capacity lift)	588.80	588.80
1	2 Way radio prep	128.00	128.00
1	Documentation Charges	80.00	80.00
1	DMV/State Fees	12.25	12.25
1	Hanover Front and Side Destination Signs	5,094.40	5,094.40
			<b>Sub-Total Published Options</b>
			<b>12,414.09</b>

### NON PUBLISHED OPTIONS

1	Paint scheme and lettering per drawing supplied	4,900.00	4,900.00
1	Filon Ceiling and Walls, ILO standard (25' length)	640.00	640.00
1	Bus to NOT have an AM FM Radio		-
			<b>Sub-Total Non-Published Options</b>
			<b>5,540.00</b>

### SUMMARY

#### SPECIFICATION SUMMARY

Model Year 2019	Make: Ford	Wheelchair Lift Model: Braun Century
Type: C Gas	Chassis: E-450	Wheelchair Lift Location: Rear
Passenger Capacity: 16 +2	Wheelbase: 186/190"	Number of Tie Downs: 2
Seat Fabric: Docket 90 Vinyl	Engine: 6.8L V-10 gasoline	Alternator: 225 Amp OEM
Air Conditioning System: TA733	GVWR: 14,500	Tie Down Type: Q'Straint DLX
Exterior Color/Graphics: Solid White	Body Length: 25'	Estimated Delivery: 150 Days ARO



## MBTA CalACT Cooperative RFP 15-03

Customer:	Napa Valley Transit Authority			Quote Date	4/23/2019
Address:	625 Burnell Street	County:	Napa	Expires	4/28/2019
City	Napa	Zip Code:	94559		
Contact:	Antonio Onorato	Office Phone:	707-259-8779	DSI Account:	
Email Address:	<a href="mailto:anonorato@nvta.ca.gov">anonorato@nvta.ca.gov</a>	Cell Phone:		Fax Number	
Sales Representative	Clay Hartman	Type	C Ford Gasoline		

### 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	Fiberglass FRP Interior Sidewalls, Roof, Rear Walls
36" Electric Entry Door	Number, function, and color coded wiring
Ergonomic Driver Control Panel with Quick Disconnect	Braun Century W/C Lift, 1000 lb rating
Driver Side Running Board	Side Mounted Battery on Slide Out Tray w/High Amp Circuit Breakers
Remote control & heated Exterior Mirrors	Mor Ryde Suspension
Standard 2-Step Entry with 12" First Step Height	96" Body Width
Dual Entry Grab Rails	Seating: Doc 90 upholstery, Grab Handles, USB'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
Trans/Air TA733 with 13 CID compressor, 3 Fan Skirt Condensor	Back Up Alarm, Anti-ride Rear Bumper
Daytime Running Lights	Front Mud Flaps
Hanover Front and Side Destination Signs	Altoona 7 Year/200,000 Mile Tested
Roof Hatch, Pull cord Chime system, PA system	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	67,355.65	
Published Options	12,414.09	
Non-Published Options	5,540.00	
Sub-total per Unit	<b>85,309.74</b>	
ADA Portion that is non taxable	10,840.25	
Taxable Amount (subtotal less non taxable)	74,469.49	
Sales Tax	5,771.39	7.750% Napa
CalACT MBTA fee of 1.5% of subtotal	<b>1,279.65</b>	
Grand Total, Each	<b>92,360.77</b>	
Qty	1	
Grand Total	<b>\$ 92,360.77</b>	

Signature \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

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

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

COMPANY/AGENCY \_\_\_\_\_



## MBTA CalACT Cooperative RFP 15-03

Customer:	Napa Valley Transit Authority			Quote Date	4/23/2019
Address:	625 Burnell Street	County:	Napa	Expires	4/28/2019
City	Napa	Zip Code:	94559		
Contact:	Antonio Onorato	Office Phone:	707-259-8779	DSI Account:	
Email Address:	<a href="mailto:anonorato@nvta.ca.gov">anonorato@nvta.ca.gov</a>	Cell Phone:		Fax Number	
Sales Representative	Clay Hartman	Type	C Ford Gasoline		

QTY	Option Description	Contract Price
-----	--------------------	----------------

### GLAVAL BUS, TYPE C, FORD GASOLINE

1	Gas - Cut-Away Chassis	Glaval	Chassis, E-450, 190", 6.8L V-10	
<b>Sub-Total Base Unit</b>				<b>67,355.65</b>

### PUBLISHED OPTIONS

1	Roof Vents		435.20	435.20
1	HELP Front bumper		972.80	972.80
1	Locking rear door w/alarm		691.20	691.20
1	Removable diamond floor access plate		112.64	112.64
1	Armored Marker lights and side turn signal		230.40	230.40
1	USSC G2 E Drivers Seat (If not standard)	nc		
1	Mor-RYD Suspension		884.80	884.80
1	Stop Request System (w/ sign)		870.40	870.40
1	Farebox rail/prewire		128.00	128.00
1	PA system (with exterior ADA speaker)		384.00	384.00
1	Ad rails (interior, both sides)		179.20	179.20
8	USB charging ports (per seat, mounted under seat)		202.75	1,622.00
1	Braun NCL 1000 (1k lbs capacity lift)		588.80	588.80
1	2 Way radio prep		128.00	128.00
1	Documentation Charges		80.00	80.00
1	DMV/State Fees		12.25	12.25
1	Hanover Front and Side Destination Signs		5,094.40	5,094.40
<b>Sub-Total Published Options</b>				<b>12,414.09</b>

### NON PUBLISHED OPTIONS

1	Paint scheme and lettering per drawing supplied		4,900.00	4,900.00
1	Filon Ceiling and Walls, ILO standard (25' length)		640.00	640.00
1	Bus to NOT have an AM FM Radio			-
<b>Sub-Total Non-Published Options</b>				<b>5,540.00</b>

### SUMMARY

#### SPECIFICATION SUMMARY

Model Year	2019	Make:	Ford	Wheelchair Lift Model:	Braun Century
Type:	C Gas	Chassis:	E-450	Wheelchair Lift Location:	Rear
Passenger Capacity:	16 +2	Wheelbase:	186/190"	Number of Tie Downs:	2
Seat Fabric:	Docket 90 Vinyl	Engine:	6.8L V-10 gasoline	Alternator:	225 Amp OEM
Air Conditioning System:	TA733	GVWR:	14,500	Tie Down Type:	Q'Straint DLX
Exterior Color/Graphics:	Solid White	Body Length:	25'	Estimated Delivery:	150 Days ARO

**MBTA CalACT Cooperative RFP 15-03**

Customer:	Napa Valley Transit Authority			Quote Date	4/23/2019
Address:	625 Burnell Street	County:	Napa	Expires	4/28/2019
City	Napa	Zip Code:	94559		
Contact:	Antonio Onorato	Office Phone:	707-259-8779	DSI Account:	
Email Address:	<a href="mailto:anonorato@nvta.ca.gov">anonorato@nvta.ca.gov</a>	Cell Phone:		Fax Number	
Sales Representative	Clay Hartman	Type	C Ford Gasoline		

**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	Fiberglass FRP Interior Sidewalls, Roof, Rear Walls
36" Electric Entry Door	Number, function, and color coded wiring
Ergonomic Driver Control Panel with Quick Disconnect	Braun Century W/C Lift, 1000 lb rating
Driver Side Running Board	Side Mounted Battery on Slide Out Tray w/High Amp Circuit Breakers
Remote control & heated Exterior Mirrors	Mor Ryde Suspension
Standard 2-Step Entry with 12" First Step Height	96" Body Width
Dual Entry Grab Rails	Seating: Doc 90 upholstery, Grab Handles, USB'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
Trans/Air TA733 with 13 CID compressor, 3 Fan Skirt Condensor	Back Up Alarm, Anti-ride Rear Bumper
Daytime Running Lights	Front Mud Flaps
Hanover Front and Side Destination Signs	Altoona 7 Year/200,000 Mile Tested
Roof Hatch, Pull cord Chime system, PA system	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	67,355.65	
Published Options	12,414.09	
Non-Published Options	5,540.00	
Sub-total per Unit	<b>85,309.74</b>	
ADA Portion that is non taxable	10,840.25	
Taxable Amount (subtotal less non taxable)	74,469.49	
Sales Tax	5,771.39	7.750% Napa
CalACT MBTA fee of 1.5% of subtotal	<b>1,279.65</b>	
Grand Total, Each	<b>92,360.77</b>	
Qty	1	
Grand Total	<b>\$ 92,360.77</b>	

Signature

Signature Date

Print Name

Print Name

COMPANY/AGENCY

**MBTA CONTRACT # 15-03 AZ**

**AGREEMENT REGARDING PURCHASE OF PARATRANSIT VEHICLES.**

**THIS AGREEMENT** is made and entered into on June 1, 2016 between and among **A-Z BUS SALES, INC.**, a California corporation, with its principal place of business located at 1900 South Riverside Avenue, Colton, California ("SELLER"), and **MORONGO BASIN TRANSIT AUTHORITY** ("MBTA"). SELLER and MBTA may be referred to herein individually as "Party" or collectively as "Parties."

**RECITALS**

**WHEREAS**, MBTA, by its Request for Proposals #15-03, duly advertised for written proposals to be submitted on or before 11:30 a.m. on January 15, 2016 for the purchase of Paratransit and Transit Vehicles ("BUSES") on behalf of the California Association for Coordinated Transportation ("CALACT") by the MBTA; and

**WHEREAS**, the MBTA's RFP is attached hereto as Exhibit "A", and is incorporated herein by reference as if set forth in full; and

**WHEREAS**, SELLER submitted a sealed bid in response to MBTA's Notice Inviting Proposals; and

**WHEREAS**, after it was determined that SELLER was a successful responsive and responsible bidder; and

**WHEREAS**, SELLER's proposal in response to MBTA's Notice Inviting Proposals is attached hereto as Exhibit "B", and is incorporated herein by reference as if set forth in full; and

**WHEREAS**, the MBTA Board of Directors has authorized the staff via Resolution and board action to award contracts and accept SELLER'S bid through agreement by and between SELLER and MBTA upon the terms and conditions set forth herein; and

**WHEREAS**, MBTA has fully complied with all federal, state, and local laws governing the public bidding process for the purchase of the BUSES;

**NOW, THEREFORE**, incorporating the foregoing recitals herein, for and in consideration of the promises and of the mutual covenants and agreements herein contained, **SELLER and MBTA hereby agree as follows:**

1. **CONTRACT DOCUMENTS.** This Agreement, along with all Exhibits referenced herein, and including without limitation, all documents referenced in said Exhibits shall hereinafter be referred to as the "Contract Documents." In the



event of any conflict, the Contract Documents, including specifically RFP #15-03 and any addendums thereto, shall take priority in interpreting the respective rights and obligations of the Parties created by this Agreement. Any contract, agreement, or other document subsequently created by any Party in connection with a purchase order issued pursuant to this Agreement and which changes or otherwise modifies the terms and conditions set forth in the Contract Documents shall not be valid without the prior written approval of both of the Parties to this Agreement.

2. **DESCRIPTION OF BUSES PURCHASED.** SELLER hereby agrees that it shall sell the BUSES manufactured by ARBOC Mobility, Braun, Elkhart, Glaval, NorCal and Supreme as more particularly described in RFP #15-03 (attached hereto as Exhibit "B") to any and all CalAct/MBTA participants who desire to purchase such BUSES from SELLER. BUSES are to be vehicles with less than 4000 miles and that have never been previously registered.

3. **CONTRACT PRICING.** SELLER hereby agrees to sell such BUSES as more particularly described in RFP #15-03 (attached hereto as Exhibit "B") under the terms and conditions set forth in RFP #15-03.

4. **DELIVERY.** SELLER shall deliver F.O.B. per terms and conditions of MBTA RFP #15-03 Section SP 7.4, 11 and 12 and as proposed.

5. **PAYMENT BY COOPERATIVE PARTICIPANTS.** SELLER shall collect payment from CalAct/MBTA participants within thirty (30) days after the delivery and acceptance of the BUSES by the participant, and a receipt of an invoice thereof, per RFP #15-03, Section SP 10.

6. **NO ASSIGNMENT.** Neither this Agreement, nor any interest in it, may be assigned or transferred by any Party without the prior written consent of all of the Parties to this Agreement.

7. **NO ATTORNEYS' FEES.** If litigation is required to enforce or interpret the provisions of this Agreement, neither SELLER nor the Cooperative shall be entitled to an award of attorneys' fees or costs, but shall be entitled to any other relief to which it may be entitled by law.

8. **MODIFICATION.** This Agreement may be modified only in a writing approved by the MBTA Board and signed by all Parties.

9. **GOVERNING LAW.** The laws of the State of California will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in San Bernardino County, California.

10. **NO WAIVER OF DEFAULT.** The failure of any Party to enforce



against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this Agreement.

**11. FURTHER ASSURANCES.** Each Party shall execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.

**12. BINDING EFFECT; CONTEXT; COUNTERPARTS.** Subject to Paragraph 6, the rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the contract and their heirs, administrators, executors, personal representatives, successors and assigns. Whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural. This Agreement may be executed in any number of counterparts, each of which shall be considered as an original and be effective as such.

**13. NON-INTEREST.** No officer or employee of the MBTA shall hold any interest in this Agreement (California Government Code section 1090).

**14. CORPORATE AUTHORITY.** Each individual signing this Agreement on behalf of an entity represents and warrants that he or she is respectively, duly authorized to sign on behalf of the entity and to bind the entity fully to each and all of the obligations set forth in this Agreement.

**15. INDEMNIFICATION.** SELLER shall indemnify, defend, and hold harmless MBTA, its officers, agents and employees against any and all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by SELLER'S employees, agents, independent contractors, companies, or subcontractors in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by a party indemnified hereunder, except for MBTA's sole active negligence or willful misconduct.

**16. WARRANTY.** The BUSES are warranted by SELLER to be new and to be free from defects in material and workmanship pursuant to and in accordance with those certain manufacturer's warranties collectively attached hereto as Exhibit "B", and as submitted in response to RFP 15-03 by SELLER and incorporated herein by reference as if set forth in full. During said warranty periods, the BUSES shall maintain structural and functional integrity. The warranty is based on regular operation under operating conditions prevailing in the purchaser's operating area.

17. **WARRANTY OF FITNESS.** SELLER hereby warrants that the BUSES and all materials furnished shall meet the requirements and conditions of the Contract Documents and shall be fit for the purposes intended. Acceptance of this warranty and acceptance the BUSES and materials to be manufactured or assembled pursuant to the specifications in these Contract Documents shall not waive any warranty, either express or implied.

18. **NOTICE.** All notices relative to this Agreement shall be given in writing and shall be personally served or sent by certified or registered mail and be effective upon depositing in the United States mail. The Parties shall be addressed as follows, or at any other address designated by proper notice:



19. **CONTINGENCY.** Contract validity is subject to successful completion of facility and pilot vehicle inspections.

**MBTA:** Joe Meer  
Director of Purchasing  
Morongo Basin Transit Authority  
62405 Verbena Road  
Joshua Tree, CA 92252

**SELLER:** Leo Lovato  
Executive Vice President  
A-Z BUS SALES, INC.  
1900 South Riverside Avenue  
Colton, CA 92324

19. **EXECUTION.** This Agreement is effective upon execution by both Parties. It is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

**IN WITNESS WHEREOF,** the Parties have executed this Agreement as of the date first above written.

<b>A-Z BUS SALES, INC.,</b> a corporation	<b>Morongo Basin Transit Authority</b>
By  Leo Lovato, Executive Vice President	By  Joe Meer, Director of Purchasing





4/25/2019

Antonio Onorato  
625 Burnell Street  
Napa, CA 94559-2951

Dear Antonio:

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/coop](http://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](mailto:dan@calact.org).

Sincerely,

Daniel Mundy  
Deputy Executive Director

CALACT



## Assignment to Purchase Agreement

The CALACT-MBTA Purchasing Cooperative, “Assignor”, hereby assigns to Napa Valley Transportation Authority, “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) Glaval Class C

Total # of Vehicles: 4

Such ability to purchase commenced, per terms of Contract, on 4/25/2019, and may be exercised at any time on or before 4/28/2019. Pricing for this assignment is valid for Purchase Orders until 4/28/2019, 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.

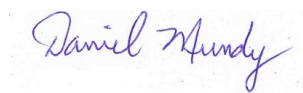
With respect to the Vehicles assigned hereunder and this Assignment, Assignee agrees to perform all covenants, conditions and obligations required of Assignor under said Contract and agrees to defend, indemnify and hold Assignor harmless from any liability or obligation under said Contract. Assignee 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.



Daniel Mundy  
Deputy Executive Director  
CALACT  
"Assignor"