

#### BEFORE THE BOARD OF COLUMBIA COUNTY PUBLIC TRANSPORTATION

RESOLUTION AUTHORIZING APPROVAL OF MASTER CONTRACT AND ADDENDUMS AGREEMENT NO. 06719 FOR TRANSIT BUSES)

Resolution 2023-10

## IT IS HEREBY RESOLVED BY THE COLUMBIA COUNTY TRANSPORTATION BOARD:

WHEREAS: The Master Contract, Addendums to the Master Contract, and additional clauses required by the State of Washington, herewith attached, between Columbia County Public Transportation, the State of Washington, and Northwest Bus authorizing the purchase and delivery of (2) two Starcraft Hybrid Buses, placed on file and approved.

WHEREAS: The General Manager is hereby authorized and directed to execute the Master Contract, Addendums to the Master Contract, and additional clauses as required by the State of Washington on behalf of Columbia County Public Transportation, for a total purchase of not more than (2) two Starcraft Hybrid Buses.

**PASSED AND ADOPTED** by the Columbia County Public Transportation Board, State of Washington, on this 19<sup>th</sup> day of October 2023.

BOARD OF COLUMBIA COUNTY
PUBLIC TRANSOPORTATION,
COLUMBIA COUNTY, WASHINGTON

Zach Weatherford, Chairman

Attested:

David Ocampo, GM



#### **COOPERATIVE PURCHASING AGREEMENT**

**FOR** 

#### **TRANSIT BUSES**

#### **CONTRACT No. 06719**

This Cooperative Purchasing Agreement for Transit Buses ("Agreement") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and Columbia County Public Transportation, a public transportation benefit area ("Authorized Purchasing Entity") and is dated and effective as of October 19<sup>th</sup>, 2023.

#### RECITALS

- A. Pursuant to Legislative authorization, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish procurement solutions, including statewide contracts ('Contract"), for goods and/or services to support Washington state agencies. See RCW 39.26.050(1). The Washington State Legislature also has authorized Enterprise Services to make these contracts available, pursuant to an agreement in which Enterprise Services ensures full cost recovery, to other local or federal government agencies or entities, public benefit nonprofit organizations, and any tribes located in the State of Washington. See RCW 39.26.050(1) & (2).
- B. In addition, Enterprise Services is authorized "to participate in, sponsor, conduct, or administer a cooperative purchasing agreement." See RCW 39.26.060(1).
- C. Cooperative Purchasing Agreements provide an opportunity for Enterprise Services to meet the needs of its customers and, by designing and developing the Competitive Solicitation and resulting Contract to include the opportunity for cooperative utilization by Authorized Purchasing Entities through a Cooperative Purchasing Agreement, to meet the needs of similarly situated purchasing entities who collectively enable an innovative, cost-effective, and efficient procurement solution for awarded contractors and eligible purchasers.
- D. The above-referenced Contract was competitively bid, evaluated, and awarded pursuant to the State of Washington's procurement laws for goods/services. See RCW 39.26. The procurement and resulting Contracts were designed to create competition and awarded contractors for a variety of Transit Buses (contract categories).
- E. The above-referenced Contract was designed to and meets Federal Transit Administration ("FTA") requirements for a State Cooperative Purchasing Contract under the FAST Act Sec. 3019. See Pub.L. 114-94.
- F. There are no pending protests or lawsuits pertaining to the procurement or award of the Contract.

- G. Enterprise Services maintains procurement and contract records pertaining to the Contract including the Competitive Solicitation, Bid Tab, Bidder Profiles, and resulting Contracts. In addition, Enterprise Services Transit Buses website identifies the various awarded contractors.
- H. The purpose of this Agreement is to enable the Authorized Purchasing Entity to utilize the above referenced Contract consistent with the terms thereof and the terms and conditions set forth herein.

#### AGREEMENT

**Now Therefore**, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

- TERM. Upon execution, this Cooperative Purchasing Agreement shall continue for the term of the applicable Contract, as amended or extended; *Provided*, however, that, upon written notice to Enterprise Services, Purchasing Entity may terminate its participation in this Cooperative Purchasing Agreement and its ability to utilize the above-referenced Contract.
- AUTHORIZATION TO UTILIZE THE CONTRACT. Consistent with the terms and conditions of the Contract and Purchasing Entity's applicable procurement law, Purchasing Entity is authorized to utilize the abovereferenced Contract as a procurement solution. The State of Washington makes no representation or warranty regarding Purchasing Entity's governing law or whether the Contract is an appropriate procurement solution for Purchasing Entity.
- 3. CONTRACTOR CONSENT. Consistent with its applicable procurement authority, Purchasing Entity may propose and negotiate jurisdiction-specific terms with the applicable awarded Contractor to meet Purchasing Entity's needs; Provided, however, that any such jurisdiction-specific modifications are subject to agreement with the applicable awarded Contractor. Under no circumstances, however, will Purchasing Entity's jurisdiction-specific modifications change or modify the Contract obligations between the State of Washington and the applicable awarded Contractor. Upon execution of Purchasing Entity's agreement with the applicable awarded Contractor, Purchasing Entity shall provide a copy of the same to Enterprise Services prior to making any purchases under the Contract.
- 4. VENDOR MANAGEMENT FEE. The Vendor Management Fee set forth in the Contract shall be paid by the applicable Contractor to Enterprise Services on all applicable purchases. In no event shall Purchasing Entity modify, waive, or terminate the Vendor Management Fee. Any such modification, waiver, or termination of the Vendor Management Fee shall be deemed a material breach of this Agreement and shall terminate the Agreement; and, in the event Purchasing Entity attempts to modify, waive, or terminate the Vendor Management Fee, Purchasing Entity shall, by such act, agree to notify Enterprise Services of the same and to pay to Enterprise Services, within thirty (30) days, the equivalent of the otherwise applicable Vendor Management Fee.
- 5. ACCURATE PURCHASES. Purchasing Entity shall make orders within the scope of the Contract. Any purchases outside of the scope of the Contract shall constitute a breach of this Agreement. IN the event of such breach, Enterprise Services may terminate this Agreement, including the authorization for any purchases by Purchasing Entity under the Contract. Purchasing Entity represents and warrants that it shall use reasonable, good faith efforts to assist the Contractor in obtaining and reporting to Enterprise Services accurate purchases under the Contract for purposes of the applicable Vendor Management Fee.

- 6. AGREEMENT MANAGEMENT; NOTICES; PURCHASING ENTITY CONTRACT ADMINISTRATOR.
  - (a) AGREEMENT MANAGEMENT; NOTICES. The parties hereby designate the following contacts as the respective single points of contact for purposes of this Agreement. The parties may change such individuals by written notice as set forth below. Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

**Enterprise Services** 

Insert

Attn: Bus Purchases

Attn: David Ocampo, General Manager

Department of Enterprise Services

Columbia County Public Transportation

PO Box 41411

507 Cameron Street

Olympia, WA 98504-1411

Dayton, WA 99328

Email: buspurchases@des.wa.gov

Tel: (509) 382-1647

Email: david@ccptransit.org

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

(b) Purchasing Entity Information. Purchasing Entity hereby designates the following contract administrator as the single point of contact for business activities under this Agreement.

ty Information
Columbia County Public Transportation
57-1218421
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David Ocampo
General Manager
507 Cameron Street
Dayton, WA, 99328
509-382-1647
david@ccptransit.org

- 7. COMMUNICATION. In the event Purchasing Entity becomes aware of a significant contract performance issue pertaining to the Contract that, in Purchasing Entity's reasonable judgment, could adversely impact the State of Washington, Purchasing Entity shall communicate the same to Enterprise Services.
- 8. CONTRACTOR DISPUTES. Purchasing Entity is responsible for resolving any disputes between itself and the applicable Contract Contractor regarding its purchases. Purchasing Entity shall notify Enterprise Services of any material dispute between Purchasing Entity and the applicable Contract Contractor. When appropriate, Enterprise Services may assist Purchasing Entity in resolving such disputes.

- 9. NO LIABILITY. Other than those obligations expressly set forth in this Agreement, including the right of the State of Washington to the Vendor Management Fee, the parties shall have no liability whatsoever to each other with regard to transactions arising out of this Agreement or the Contract.
- 10. TAXES/FEES. Unless otherwise agreed with Contractor, Purchasing Entity shall pay applicable sales and use taxes imposed by the tax jurisdictions in which purchase delivery occurs. Contractor agrees not make any charge for federal excise taxes and Purchasing Entity shall furnish Contractor with an exemption certificate where appropriate.
- 11. Scope of Participation. Purchasing Entity shall provide Enterprise Services with Purchasing Entity's estimates for purchases under the Contract. Purchasing Entity shall provide timely updates regarding such estimated purchases if there is a material change in such planned purchases. The purchasing estimates are for Enterprise Services' planning purposes in managing and approving purchases on the Contract.

Category	<b>Estimated Purchases</b>
Heavy Duty	
Light/Medium Duty	2
Double Decker	
Rebuilt	The In Pay Styne of the
Refurbish	5174
Repower	01.1147

12. APPROVAL PROCESS. Purchasing Entity shall submit purchase information to Enterprise Services for approval of purchases under the Contract. Purchasing Entity shall provide necessary purchase information for each purchase including but not limited to, the final purchase order, the use of FTA funding, FTA grant number, and applicable Department of Transportation contact for approval. Enterprise Services shall include the respective state Department of Transportation for purchasing using FTA funds which require state DOT approval.

#### 13. GENERAL PROVISIONS

- (a) ENTIRE AGREEMENT. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations and representations. There are no representations or understandings of any kind not set forth herein.
- (b) AMENDMENT OR MODIFICATION. Except as set forth herein, this Agreement may not be amended or modified except in writing signed by a duly authorized representative of each party.
- (c) AUTHORITY. Each party to this Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Agreement and that its execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- (d) ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Agreement or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such other ancillary agreement for all purposes.

(e) COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Agreement.

**EXECUTED** as of the date and year first above written.

Title: Assistant Director

TRANSIT BUSES COOPERATIVE	AUTHORIZED PURCHASING ENTITY
STATE OF WASHINGTON DEPARTMENT OF ENTERPRISE SERVICES	COLUMBIA COUNTY PUBLIC TRANSPORTATION
By: Rebeau Trainelle	Name: David Ocampo
Name: Rebecca Linville	Title: General Manager

Return this Agreement to Enterprise Services at: buspurchases@des.wa.gov

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TRANSIT BUSES COOPERATIVE	AUTHORIZED PURCHASING ENTITY
STATE OF WASHINGTON	COLUMBIA COUNTY PUBLIC TRANSPORTATION
DEPARTMENT OF ENTERPRISE SERVICES	By:
Ву:	Name: David Ocampo
Name:	Title: General Manager
Title:	

Return this Agreement to Enterprise Services at: buspurchases@des.wa.gov





Chris Welker 360-480-6021 chrisw@nwbus.com

Proposal For:	Columbia County Public Transit	Prepared By:
Proposed Bus:	Starcraft	Phone:
Proposed Layout:	WA 06719 Spec 12+3 or 18	Email:

Thank you for the opportunity to provide you with a quote for a new shuttle bus. Northwest Bus Sales aims to be the most competitively priced provider of quality buses, but where we really shine is in our support- both during and after the sale. To follow, you will find our proposal for your custom-built bus. We appreciate your business and look forward to working with you on this purchase.





Founded in Washington in 1987, Northwest Bus Sales has been a family-owned and locally-operated dealership for 35+ years. Our eight-person sales team has a combined 80+ years of experience, with a highly diverse skill set. Several members of our sales department have prior experience in the repair and operation of commercial vehicles, giving them a unique and beneficial insight into the day-to-day operational requirements of the buses we sell and an ability to troubleshoot and train on many technical issues. Northwest Bus Sales' parts and service department has direct lines of communications with each of our manufacturers. All calls will be answered or returned within 1 hour during business hours. Northwest Bus Sales prides itself on customer satisfaction and looks forward to sharing this experience with you!

#### Starcraft 06719 Standard Features

Front End Alignment

Drive Shaft Loops (1 per Drive Shaft Section)

Interior LED Lighting Package

Daytime Running Lights

T-Slider Windows

Hinged Access Panel for Entry door Motor

60,000 BTU Dual Compressor AC

Grey FRP Ceiling and Sidewalls

Fuel Tank Access Plate in Floor

Heavy Duty Drivers Running Board

Mor-Ryde Rear Suspension

Valve Stem Extender Inner Dual Rear Wheels

Stainless Steel Battery Tray

Light in Engine Area

LED Rear Center Mount Brake Light

Red Brake and Amber Turn Signal Lights

Deluxe AM/FM/Aux Radio w/ 4 Speakers

Rear Mounted 800# Braun Wheelchair Lift

Required ADA Decals

Belt Cutter, Fire Extinguisher, FAK, Triangles, 6x9 Convex Mirror

Ceiling Grab Rail

Dual Entry Grab Rails Parallel to Entrance Steps

Stanchion and Modesty Panel at Entry

Shield FC Recliner, Arm Rest, Lumbar (E-Series)

Level 4 Seat Covers

Seatbelt Extender

Front Wheels Balanced

Steel Rear Bumper

Exterior LED Lighting Package

Backup Alarm

Stretched Aluminum Body Skin

**QRT Deluxe Retractable Restraints** 

Intermotive Flex Tech Electrical System

Gerflor Sirius Black Flooring

Front and Rear Mud Flaps

Rear Tow Hooks

Remote Heated Exterior Mirrors

65,000 BTU Rear Heater

Stainless Steel Battery Tray Slides

"As Built" Wiring Diagram

LED Midship Turn Signals

**Door Activated Interior Lights** 

Driver Storage in Cab Overhead w/ Lock

Intermotive Fast Idle w/ Interlock

Rosco Backup Camera w/ Rearview Monitor

White Step Nosing

White Standee Line

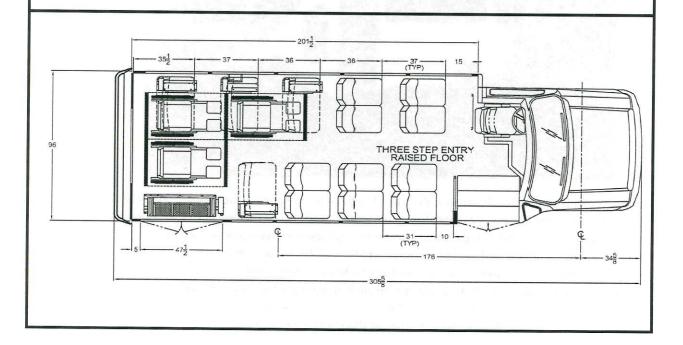
Left Hand Entry Vertical Grab

Stanchion and Modesty Panel Behind Driver

Freedman Mid High Passenger Seats

**Underseat Retractable Belts** 

Aisle Side Grab Handles



# BUS SALES

### Quote

Date:

8/25/2023

Prepared By:
Northwest Bus Sales
Chris Welker
360-480-6021
<a href="mailto:chrisw@nwbus.com">chrisw@nwbus.com</a>
33207 Pacific Highway S

Federal Way, WA 98003

Prepared For:
Columbia County Public Transit
Ivan Macedo
509-382-1647
ivan@ccptransit.org
507 Cameron St

Dayton, WA 99328

WA 06719 Spec 12+3 or 18			
Qty	Description	Price	Extended
	1 WA 06719 Spec Starcraft Allstar E450 12+2	\$62,479	\$62,47
	1 Extend wheelbase to accommodate floor plan (208/212")	\$3,310	
ا نی) .	1 Flat floor extending to passenger boarding area	\$556	76 CONTRACTOR
	1 Basic Seat Package - Std foam, Lv 1 Covers	-\$1,020	
38	Double foldaway seat, Non-Retractable Belt	\$765	0.0000000000000000000000000000000000000
	Underseat Retractable Seat Belts	\$72	B 25 19 5
	Arm rest (per seat)	\$33	
	1 Shield driver seat	\$0	\$(
	Power Seat Pedestal	\$501	
	Additional wheelchair station including securements.	\$605	\$605
	Rear emergency exit door, with window, red light, windows both sides.	\$660	
	Romeo Rim rear bumper	\$825	
1	Hawkeye back-up sensing system integrated into help bumper	\$495	\$49!
1	Exterior key entry	\$83	\$83
1	Air Conditioning 70,000 BTU	\$595	\$59!
1		\$1,381	[
1	Heat Coil in AC w/shut-off ball valve	\$952	\$952
1	Remove standard heater	-\$329	-\$329
	Heater hose, upgrade to silicone	\$204	\$204
	Insulate coolant lines to rear heaters.	\$149	\$149
1	Heater Booster Pump	\$314	\$31 <sup>4</sup>
	Battery disconnect switch	\$127	\$127
	4" red or amber flashing LED Lights, front & rear	\$418	\$418
	Emergency Rear Door ajar light on dash w/audible alarm	\$127	\$127
	Additional ground between chassis and power unit	\$83	\$83
1	Pre-wire +/- to Doghouse	\$119	\$119
1	Back up camera with dedicated monitor	\$479	\$479
	Driver's fan	\$116	\$116
	Altro Chroma	\$556	\$556
	Cove flooring to seat rail	\$375	\$375
1	Heavy Duty Drivers Running Board	\$0	\$0

HANK YOU FOR THE OPPORTUNITY TO EARN YOUR BUSINESS!		Total Price	\$189,919
change orders must be submitted in writing and are not official until confirmed	Lice	ensing (Est.)	
DES Authorization and purchase order required to process order		Sales Tax**	\$17,891
Pricing subject to additional PPI increases		Subtotal	\$172,028
*Sales tax waived with proof of exemption	Trade	e Allowance	\$0
tates with cooperative agreements	7.02	Quantity	1
Price available to State of Washington MCUA participants and agencies of		Price Each*	\$172,028
1 PPI Adjustment	78.22%	\$75,504	\$75,504
	0 pickup charge		\$2,900
Trade Allowance		710,500	710,500
1 Dealer Credit		-\$18,500	-\$18,500
1 AngelTrax 8-Camera System	1	\$6,500	\$6,500
1 Flux Hybrids Conversion	1	\$24,500	\$24,500
3 Additional Track per foot		\$11	\$33
3 Q-10007 QRT 360 L-Track Securements In Lieu Of Standar	d I	\$695	\$2,085
1 Lift, Braun 1000#		\$759	\$759
1 Spare tire and rim		\$644	\$644
1 Roof ventilation/escape hatch		\$314	\$314
1 Driver's partitions - upper Plexiglas panel behind driver	I	\$116	\$116

\$ 379,838. \$ 235,000 WSDOT