

**ORDINANCE NO. 1432**

**AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO PURCHASE THREE (3) VEHICLES FOR CANBY AREA TRANSIT FROM CREATIVE BUS SALES OF CANBY, OREGON.**

**WHEREAS**, the City of Canby/Canby Area Transit (CAT) wish to purchase two (2) 20 passenger, 26' Arboc Spirit of Mobility accessible transit vehicles; and one (1) 16 passenger, 23' Arboc Spirit of Mobility accessible transit vehicle; and

**WHEREAS**, based on Federal Transit Administration useful life standards bus #20001 (VIN 1FDXE45F82HA18024), bus # 20006 (VIN 1FDXE45F12HA18026) and bus # 20016 (VIN 4UZABOBV47CX85019) have exceeded these standards; and

**WHEREAS**, the Federal programs (49 U.S.C. 5310 and 49 U.S.C. 5339) provide capital assistance for the purpose of supporting public transportation; and

**WHEREAS**, CAT received grant contract no. 30407 from ODOT – Rail and Public Transit Division for \$244,207 in (49 U.S.C. 5339) funds to provide 83% of the funding to purchase two (2) replacement vehicles; and

**WHEREAS**, CAT received grant contract no. 14-0820 from TriMet for \$49,980 in ODOT Special Transportation Funds (STF) to provide the 17% matching funds to purchase two (2) replacement vehicles; and

**WHEREAS**, CAT received grant contract no. 30728 from ODOT – Rail and Public Transit Division for \$117,546 in (49 U.S.C. 5310) funds to provide 89.73% of the funding to purchase one (1) replacement vehicle; and

**WHEREAS**, the grant and matching funds for the proposed purchase of vehicles are included in the approved fiscal year 2015/16 budget for the City of Canby; and

**WHEREAS**, the purchase will comply with ORS 279.820 - 279.855 and will be made utilizing Statewide Price Agreement number 4757 which was approved under Solicitation #102-2041-14 establishing multiple award price agreements for use by the State of Oregon and authorized Participants of the State of Oregon Cooperative Purchasing Program (ORCPP) to purchase American Disabilities Act (ADA) transit vehicles; and

**WHEREAS**, in accordance with granting agency requirements all Oregon Cooperative Purchasing Program vendors who offer vehicles that meet CAT's specifications received a copy of CAT's Request For Quote issued on October 28, 2015; and

**WHEREAS**, all Oregon Cooperative Purchasing Program vendors offering appropriate vehicles responded by November 20, 2015. Two vendors provided quotes for both 20 passenger and 16 passenger vehicles, one vendor declined to provide a quote; and

**WHEREAS**, to comply with granting agency requirements the quotes may be evaluated by either lowest cost or best value. Quotes for both 20 passenger and 16 passenger vehicles were compared and evaluated based on a best value criterion; and

**WHEREAS**, the granting agency (ODOT Rail and Public Transit Division) has reviewed and approved the comparison, evaluation and selection of the best value determination; and

**WHEREAS**, the quote from Creative Bus Sales of Canby, Oregon was selected for both the 20 passenger and 16 passenger vehicles; and

**WHEREAS**, Creative Bus Sales of Canby, Oregon has supplied a quote under Price Agreement 4757 for two (2) Arboc Spirit of Mobility/Chevrolet accessible 20 passenger vehicles with 3 wheelchair stations in the amount of \$132,773 each, including scheduled options, attached hereto as Exhibit "A"; and

**WHEREAS**, Creative Bus Sales of Canby, Oregon has supplied a quote under Price Agreement 4757 for one (1) Arboc Spirit of Mobility/Chevrolet accessible 16 passenger vehicle with 4 wheelchair stations in the amount of \$131,751 each, including scheduled options, attached hereto as Exhibit "B"; and

**WHEREAS**, In accordance with Statewide Price Agreement 4757 all Purchase Orders accepted by Creative Bus Sales shall create a separate Contract between parties. The City Council meeting and acting as the Contract Review Board for the City of Canby has reviewed the Purchase Orders and believes it to be in the best interest of the City to submit such Purchase Orders for the three (3) vehicle purchases to Creative Bus Sales; now therefore

**THE CITY OF CANBY ORDAINS AS FOLLOWS:**

1. The Mayor and City Administrator are hereby authorized and directed to make, execute and declare in the name of the City of Canby (Canby Area Transit) and on its behalf, two appropriate Purchase Orders (contracts) with Creative Bus Sales:
  - One Purchase Order for two (2) 20 passenger, 26' Arboc Spirit of Mobility accessible transit vehicles for the quoted amount of one hundred thirty-two thousand, seven hundred seventy-three dollars (\$132,773) each; and

- One Purchase Order for one (1) 16 passenger, 23' Arboc Spirit of Mobility accessible transit vehicle for the quoted amount of one hundred thirty-one thousand, seven hundred fifty-one dollars (\$131,751) each.


**SUBMITTED** to the Canby City Council and read the first time at a regular meeting thereof on Wednesday, January 6, 2016 and ordered posted in three (3) public and conspicuous places in the City of Canby as specified in the Canby City Charter and to come before the City Council for final reading and action at a regular meeting thereof on Wednesday, January 20, 2016 commencing at the hour of 7:30 PM in the Council Meeting Chambers located at 155 NW 2<sup>nd</sup> Avenue in Canby, Oregon.

  
\_\_\_\_\_  
Kimberly Scheafer, MMC  
City Recorder

**PASSED** on second and final reading by the Canby City Council at a regular meeting thereof on the 20<sup>th</sup> day of January 2016 by the following vote:

YEAS 6

NAYS 0

  
\_\_\_\_\_  
Tim Dale  
Council President

**ATTEST:**

  
\_\_\_\_\_  
Kimberly Scheafer, MMC  
City Recorder

## **REQUEST FOR QUOTE (RFQ)**

Initial Request for Quote (from Requesting Agency to Vendors)

Due Date: November 20, 2015

Response to RFQ (from Responding Vendor back to Requesting Agency)

Grant Funded Purchase

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### **REQUESTING AGENCY INFORMATION**

Agency: City of Canby – Canby Area Transit (CAT)

Date: October 28, 2015

Contact Person: Julie Wehling

Phone: 503.266.0751

Email Address: [wehlingj@ci.canby.or.us](mailto:wehlingj@ci.canby.or.us)

Fax: 503.263.6284

Agency Address: PO Box 930, Canby, OR 97013

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The City of Canby through its Transit Department (Canby Area Transit) is requesting price quotes from Oregon State Price Agreement Contract Vendors for the purchase of TWO (2) Gasoline Engine, Low-Floor, Category C, Medium-Size, Medium-Duty Transit Bus with 20 regular passenger seats and 3 wheelchair stations. Useful Life expectancy: 7 years or 200,000 miles.

Selection will be made based on Best Value Purchase subject to the following evaluation criteria and values. Meeting minimum required specifications is a pass/fail. Vendor's products that do not meet the minimum required specifications will not be considered further.

1. Meeting Minimum Requirements (pass/fail)
2. Lowest Pricing with Required Options (30 Points)
3. Preferred Options Offered (30 Points)
4. Vehicle Compatibility with Existing Fleet (15 Points)
5. Vehicle Serviceability (15 Points)
6. Vehicle Operating Characteristics (10 Points)

Quotes should specifically highlight how the proposed vehicle meets the listed specifications and clearly identify and explain any differences from the specifications listed below. The format for submission of quotes should follow the list below in order to simplify the review of the stated specifications. Quotes that do not follow this requirement will be deemed non-responsive and eliminated from the competition. Please submit RFQ Responses by **November 20, 2015 at 5pm. Email submission is preferred.** Please email to [wehlingj@ci.canby.or.us](mailto:wehlingj@ci.canby.or.us). Quotes can also be delivered to the CAT office (195 S Hazel Dell Way, Suite C in Canby) on weekdays between 8am – 5pm or mailed to:

City of Canby – Canby Area Transit  
Julie Wehling, Transit Director  
PO Box 930  
Canby OR, 97013

Contact Julie Wehling with any questions  
[wehlingj@ci.canby.or.us](mailto:wehlingj@ci.canby.or.us)  
503.266.0751



Creative Bus Sales

**VENDOR (Business Name):**

**Vendor Contact Person:** Kimberly Stanchfield

**Phone:** 844-993-5989

**Email Address:** kimberly.stanchfield@creativebussales.com **Alt Phone:** 503-709-9665

**Meets Buy America Standards (49 USC § 5323(j); 49 CFR part 661)**

**State Price Agreement number:** 4757

**Length:** 26' **Fuel Type:** Gas **Chev 6.0L Vehicle:** Arboc **Make/Model:** Spirit of Mobility

**Floor:**  High Floor  Low Floor **Other:** \_\_\_\_\_

**No. of Regular Passenger Seats:** 20 **No. of ADA Wheelchair Stations:** 3

**The general specification for vehicle is as follows:**

**Base Vehicle Price:** \$115,392

Description of Required Specifications	Included in Base Price YES / NO	Additional Cost	Vendor notes or Suggestions
Steel cage, low floor, "Body on Chassis", dual rear wheels	Yes	\$	
25 to 30 foot chassis 15,000 – 26,000 GVWR	Yes	\$	26' GVWR 14,200
8 cylinder gas engine 6.0L or larger	Yes	\$	
Fast idle, gas engine	Yes	\$	
Heavy duty 6 speed automatic transmission with auxiliary transmission cooler	Yes	\$	
Heavy duty alternator OEM 145-amp	Yes	\$	
65K BTU heater	Yes	\$ - 450	Credit for one heater
A/C 70,000 BTU	Yes	\$	
2 Heavy duty 12V 700 CCA batteries	Yes	\$	
Auxiliary Battery compartment w/tray and door	Yes	\$	
Heavy duty disc brakes with 4 wheel antilock	Yes	\$	
True low-floor with no steps or incline	Yes	\$	



Description of Required Specifications	Included in Base Price YES / NO	Additional Cost	Vendor notes or Suggestions
Air suspension front and rear with kneeling feature.	Yes	\$	
Back-up alarm	Yes	\$	
Daytime running lights	Yes	\$	
Exhaust routed to drivers side	Yes	\$	
Driver side running board – 12"	Yes	\$	
Front and rear mud flaps	Yes	\$	
Rear tow hooks	No	\$50	
Heated/remote exterior mirrors	Yes	\$	
Merge/yield sign (LED)	No	\$750	
Side turn/marker lights	Yes	\$	
Electric entry door with manual reverse and key lock or other security measure.	Yes	\$	
34" X 62" ADA compliant wheelchair entry Braun ramp or equivalent (minimum 800 lb. capacity)	Yes	\$	Braun
Provide 2 floor plan options showing the following seating configuration (20 & 3)	Yes	\$	
4 double foldaway seats (mid high with arm rests) or equivalent 20 seat (3 wheelchair station) arrangement (see floor plan)	No	\$1070	
6 double fixed seats (mid high with arm rests) or equivalent 20 seat (3 wheelchair station) arrangement (see floor plan)	Yes	\$	
Wheelchair securement storage on the bottom of foldaway seats	Yes	\$	
3 Wheelchair stations with Q-Straint or equivalent wheelchair securements	No	\$525	2 are standard
No AM FM Radio	No	\$-233	Credit
Destination Signs on side and front of vehicle include software and installation costs. Controls installed in AM FM radio spot. TwinVision Mobilite or equivalent.	No	\$3525	Twinvision
Standee Line with yellow sign	Yes	\$	
Overhead parcel rack one side only	No	\$450	Please advise which side to locate rack
Pull cord stop request system	No	\$825	Includes drop cords in w/c area
Interior convex mirror approximately 6x9	Yes	\$	
Rear window Fresnel Lens	No	\$40	

Description of Required Specifications	Included in Base Price YES / NO	Additional Cost	Vendor notes or Suggestions
Rear and side Egress window (s) with lights	Yes	\$	
2 bike rack mounting brackets installed for Sportwork bike rack or approved equivalent	No	\$601	No rack – mounting brackets only
Prewired for digital 2-way radio	Yes	\$	
Digital Clock in driver area	No	\$75	
Diamond NV Fare box w/ 1 vault installed and keyed for CAT buses	No	\$990	
Grab rails on entry doors, parallel to entrance, and on ceiling	Yes	\$	
Driver stanchion with modesty panel	Yes	\$	
Description of Preferred Options	Included in Base Price YES / NO	Additional Cost	Vendor notes or Suggestions
Freedman Featherweight La France Mills 539 Tower 3000 Green seat covers or equivalent	No	\$1016	
Driver seat high back Chevy Sport Seat with recliner, armrest, and lumbar support or equivalent	Yes	\$	With power base
Exterior graphics prepared & installed (details provided upon request)	No	\$1435	
Interior graphics prepared & installed (details provided upon request)	No	\$ 150	
Apollo (or equivalent) security camera system with 4 cameras purchased & installed	No	\$3568	Apollo provided
<del>Kenwood (or equivalent) digital 2-way radio system purchased &amp; installed</del>	<del>No</del>	<del>\$996</del>	<del></del>
Sportworks 2 bike rack or equivalent purchased & installed	No	\$551	RACK ONLY – no mounting brackets. Bracket listed above.
Rack or display case for advertising and notices inside the bus	No	\$350	
Safety supplies: 5 lb fire extinguisher, 16 unit first aid kit, triangle kit	Yes	\$	
Powder Coat Yellow - railings on entry doors, parallel to entrance, on ceiling and driver stanchion as listed above.	No	\$625	
Body fluid clean-up kit	Yes	\$	
Walker/Grocery storage area	No	\$250	
Q' Straint Walker holder or equivalent	No	\$170	
PA System with hand held microphone and speakers	No	\$250	
Outside speaker	No	\$135	

Description of Required Specifications	Included in Base Price YES / NO	Additional Cost	Vendor notes or Suggestions
Altro Transflor Flooring or equivalent	Yes	\$	Poly Urea spray in flooring
6 studded snow tires on white wheels	No	\$1763	
Total of 5 keys per bus	No	\$250	

Credit for standard state items not listed:

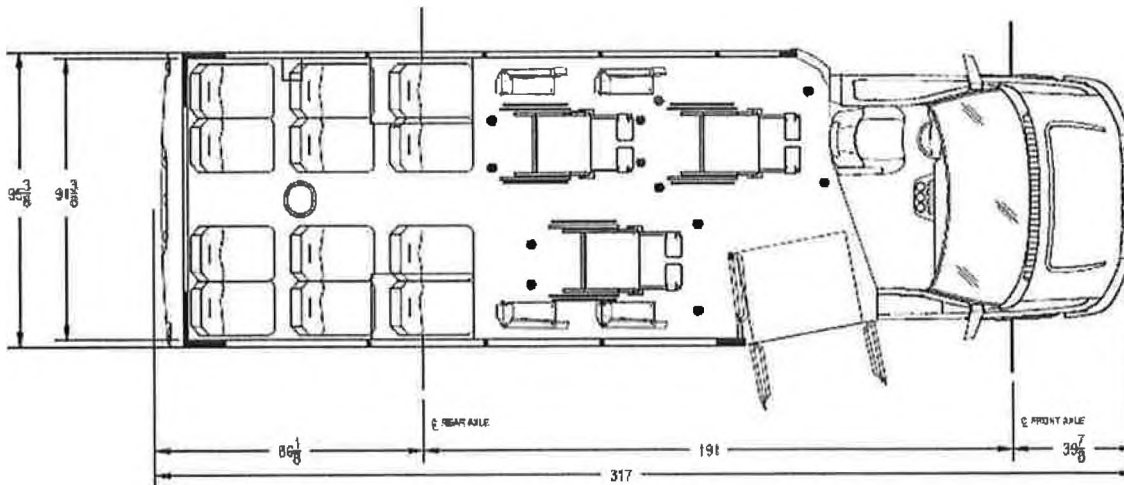
- Ramp activation/ warning buzzer - \$150
- Spare tire and wheel - \$325
- Rear door - \$625
- Stainless steel battery tray - \$100
- Locking fuel cap - \$150

**Total per Vehicle Price Quote: \$133,771**

**Vendor's Signature:**

*Kimberly Stanchfield*  
**Kimberly Stanchfield, Sales Manager**

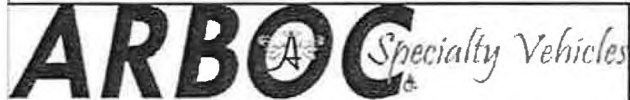
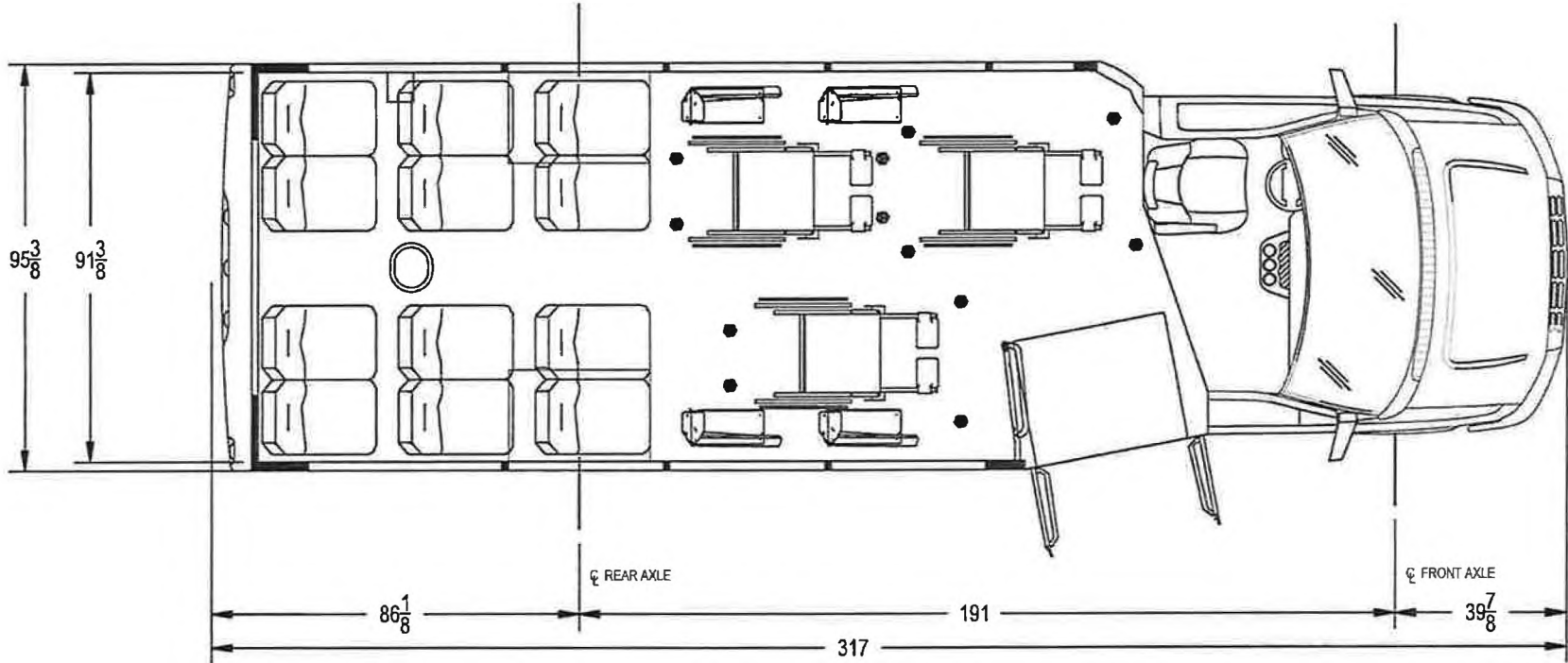
**Date Sent: 11/19/2015**





REV	DATE	BY	CHKD	REMARKS

**CREATIVE BUS SALES  
CANBY TRANSIT**



ARBOC SPECIALTY VEHICLES CLAIMS PROPRIETARY RIGHTS IN THE MATERIAL DISCLOSED HEREON. NEITHER THIS DRAWING NOR ANY REPRODUCTION THERE OF MAY BE USED TO MANUFACTURE ANYTHING SHOWN HEREON WITHOUT PERMISSION IN WRITING FROM ARBOC SPECIALTY VEHICLES TO THE USER SPECIFICALLY REFERRING TO THE DRAWING. INFORMATION CONTAINED HEREON MAY BE THE EXPRESS PROPERTY OF ARBOC SPECIALTY VEHICLES AND PROTECTED IN THE FORM OF A U.S. PATENT.

TOLERANCES:  
FLOOR PLAN DIMS: ± 1/8"  
FRACTIONAL DIMS: ± 1/32"  
2 PLACE DECIMAL DIMS: ± .01"  
3 PLACE DECIMAL DIMS: ± .005"

NAME	DATE	DRAWING NUMBER	REVISION	SHEET
FLOOR PLAN, CREATIVE BUS SALES (20FS-3WC-191WB G-SOM)	10/22/15		1	1 of 1
DRAWN BY:				
KIM YODER				



## STANDARD TERMS AND CONDITIONS — STATE OF OREGON — CONTRACTS FOR THE PURCHASE OF SUPPLIES AND/OR SERVICES

1. **DEFINITIONS:** "Contract" means the entire written agreement between the parties, including but not limited to the Invitation to Bid or Request for Proposal and its specifications, terms and conditions; solicitation instructions; solicitation addenda and contract amendments, if any; the purchase order or price agreement document.

"Contractor" means a person or organization with which the State of Oregon has contracted for the purchase of goods the terms "Contractor" and "Seller" as used in the Uniform Commercial Code (ORS chapter 72) are synonymous; "ORS" means the Oregon Revised Statutes;

"State" means the state agency making the purchase and is synonymous with "Buyer" as used in ORS chapter 12. "State" also means an ORCPP member if the purchase is being made under the State's cooperative purchasing program authorized by ORS 190.240.

2. **WORKERS' COMPENSATION:** The Contractor, its subcontractor, if any, and all employers providing work, labor or materials under this Contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656017, which requires them to provide Oregon workers' compensation coverage that satisfies Oregon law for all their subject workers.

3. **STANDARD AND SPECIAL TERMS AND CONDITIONS:** The terms and conditions printed on this page are standard to State of Oregon contracts for the purchase of goods. There may also be special terms and conditions in an Invitation to Bid or Request for Proposal which apply only to this contract.

4. **DELIVERY:** All deliveries shall be F.O.B destination with all transportation and handling charges paid by Contractor, unless specified otherwise in the solicitation documents. Responsibility and liability for loss or damage shall remain with Contractor until final inspection and acceptance when responsibility shall pass to the State except as to latent defects, fraud and Contractor's warranty obligations.

5. **INSPECTIONS:** Goods furnished under this contract shall be subject to inspection and test by the State at times and place determined by the State. If the State finds goods furnished to be incomplete or not in compliance with solicitation specifications, the State may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price, whichever is equitable under the circumstances. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by the State, the State may reject the goods and cancel the contract in whole or in part. Nothing in this paragraph shall in any way affect or limit the State's rights as buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.

6. **WARRANTIES:** Unless otherwise stated, all goods shall be new and current model and shall carry full manufacturer warranties. Contractor warrants all goods delivered to be free from defects in labor, material and manufacture and to be in compliance with solicitation specifications. All implied and expressed warranty provisions of the Uniform Commercial Code (ORS chapter 72) are incorporated in this contract. All warranties shall run to the State.

7. **CASH DISCOUNT:** If the State is entitled to a cash discount, the period of computation shall commence on the date the entire order is delivered or the date the invoice is received, whichever is later.

8. **PAYMENT:** Payment for completion of State contracts is normally made within 30 days following the date the entire order is delivered or the date the invoice is received, whichever is later. After 45 days, Contractor may assess overdue account charges up to a maximum rate of two-thirds of one percent per month (8% APR) on the outstanding balance (ORS 293.462).

9. **TERMINATION:** This contract may be terminated by mutual consent of both parties or by the State at its discretion. The State may cancel an order for goods at any time with written notice to Contractor, stating the extent and effective date of termination. Upon receipt of this written notice, Contractor shall stop performance under this contract as directed by the State. If this contract is so terminated, Contractor shall be paid in accordance with the terms of the contract for goods delivered and accepted if Contractor's damages arising out of return of the goods cannot be mitigated by the resale as provided in the Uniform Commercial Code (ORS 72.7060).

10. **FORCE MAJEURE:** Neither party to this contract shall be held responsible for delay or default caused by fire, riot, acts of God and/or war, which is beyond the party's reasonable control. The State may terminate this contract upon written notice after determining such delay or default will reasonably prevent successful performance of this contract.

11. **BREACH OF CONTRACT:** Should Contractor breach any of the provisions of this contract, the State reserves the right to cancel this contract upon written notice to Contractor. Contractor shall be liable for any and all damages suffered by the State as the result of Contractor's breach of contract including but not limited to incidental and consequential damages, as provided in ORS 72.7110 to 72.7170 in the event of repeated breach of public and/or private contracts, Contractor shall be subject to disqualification on State of contracts, as provided in ORS chapter 279 and OAR chapter 137.

12. **HOLD HARMLESS:** Contractor shall indemnify, defend and hold harmless the State and its divisions, officers, employees, agents and members, from all claims, suits or actions of any nature arising out of or related to the activities of Contractor, its officers, subcontractors, agents or employees under this contract.

13. **ACCESS TO RECORDS:** The Contractor shall maintain all fiscal records relating to this contract in accordance with generally accepted accounting principle and shall maintain any other records relating to this contract in such a manner as to clearly document Contractor's performance hereunder. The State and its agencies, the Secretary of State Audits Division, the federal government and their duly authorized representatives shall have access to such fiscal records and to all other books, documents, papers, plans and writings of Contractor which relate to this contract, to

perform examination, and audits and make excerpts and transcripts.

14. **AMENDMENTS:** The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the State.

15. **SEVERABILITY:** If any provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with the law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as of the contract did not contain the particular provision held invalid.

16. **WAIVER:** Failure of the State to enforce any provision of this contract shall not be a waiver or relinquishment by the State of its right to such performance in the future nor of the right to enforce any other provisions of this contract.

17. **GOVERNING LAW; JURISDICTION, VENUE:** This contract shall be governed and construed in accordance with the laws of the State of Oregon, without resort to any jurisdiction's conflict of laws rules or doctrines. Any claim, action, suit, or proceeding (collectively, "the claim") between the State (and/or any other agency or department of the State of Oregon) and the contractor that arises from or relates to this contract shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon. Provided, however, if the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Contractor hereby consents to the in personam jurisdiction of said courts.

18. **ASSIGNMENT/SUBCONTRACT/SUCCESSORS:** Contractor shall not assign, sell, transfer, or subcontract rights or delegate responsibilities under this contract in whole or in part, without the prior written approval of this State. No such written approval shall relieve Contractor of any obligations of this contract, and any transferee or subcontractor shall be considered the agent of Contractor. Contractor shall remain liable to the State under the contract as if no such assignment, transfer, or subcontract had occurred. The provisions of this contract shall be binding upon and shall inure to the benefit of the parties to the contract and their respective successors and assigns.

19. **COMPLIANCE WITH APPLICABLE LAWS:** Contractor shall comply with all federal, state and local laws, codes, regulations and ordinances applicable to the provision of goods under this contract, including, without limitation, the provisions of ORS 279C.505, 279C.515, and 279B.235, as set forth below and the provisions of: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 (Pub L No 101- 336). ORS 659.425, and all amendments of and regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

20. **PAYMENTS REQUIRED BY ORS 279C.505 AND 279B.220:** For all goods provided under this contract, Contractor shall (i) pay promptly, as due, all persons supplying labor or material; (ii) pay all contributions or amounts due the industrial Accident Fund from the contractor or any subcontractor; (iii) not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof; and (iv) pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

21. **STATE PAYMENT OF CONTRACTOR CLAIMS:** If Contractor fails, neglects or refuses to pay promptly is due, any claim for labor or services furnished to the Contractor or any subcontractor by any person in connection with the goods provided under this contract, the State may pay such claim and charge the amount of the payment against funds due or to become due the Contractor under this contract. The payment of a claim by the State pursuant to this paragraph 21 shall not relieve the Contractor or its surety, if any, from obligation with respect to any unpaid claims.

22. **HOURS OF LABOR:** No person shall be employed by the Contractor for more than eight hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where public policy absolutely requires it, and in such cases the laborer shall be paid at least time-and-a-half pay for all overtime in excess of eight hours a day and for work performed on Saturday and on any legal holiday specified in ORS 279B.020 and 279C.540.

23. **SAFETY AND HEALTH REQUIREMENTS:** Goods and services provided under this contract shall comply with all federal Occupational Safety and Health Administration (OSHA) requirements and with all Oregon safety and health requirements, including those of the State Workers' Compensation Division.

24. **AWARD TO FOREIGN CONTRACTOR:** If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this contract. The State shall withhold final payment under this contract until Contractor has met this requirement.

25. **RECYCLABLE PRODUCTS:** Contractor shall use recyclable products to the maximum extent economically feasible in the performance of this contract. Contractor shall specify the minimum percentage of recycled product in the goods provided.

26. **MATERIAL SAFETY DATA SHEET:** In accordance with the OR-OSHA Hazard Communication Rules in OAR chapter 437, division 155, Contractor shall provide the State with a Material Safety Data Sheet for any goods provided under this contract which may release, or otherwise result in exposure to, a hazardous chemical under normal conditions of use (OAR 437- 155-005 (2); 437-155-025). In addition, Contractor must label, tag or mark such goods.

REVISED BY THE ATTORNEY GENERAL 9/94

DOCUMENT TITLE CHANGED AND ORS 279 REFERENCES UPDATED BY DAS FORMS COMMITTEE 04/05

## **REQUEST FOR QUOTE (RFQ)**

- Initial Request for Quote (from Requesting Agency to Vendors)  
Due Date: November 20, 2015
- Response to RFQ (from Responding Vendor back to Requesting Agency)
- Grant Funded Purchase

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### **REQUESTING AGENCY INFORMATION**

Agency: City of Canby – Canby Area Transit (CAT)  
Contact Person: Julie Wehling  
Email Address: [wehlingj@ci.canby.or.us](mailto:wehlingj@ci.canby.or.us)  
Agency Address: PO Box 930, Canby, OR 97013

Date: October 28, 2015  
Phone: 503.266.0751  
Fax: 503.263.6284

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The City of Canby through its Transit Department (Canby Area Transit) is requesting price quotes from Oregon State Price Agreement Contract Vendors for the purchase of ONE (1) Gasoline Engine, Low-Floor, Category D, Medium-Size, Light-Duty Transit Bus with 16 regular passenger seats and 4 wheelchair stations. Useful Life expectancy: 5 years or 150,000 miles.

Selection will be made based on Best Value Purchase subject to the following evaluation criteria and values. Meeting minimum required specifications is a pass/fail. Vendor's products that do not meet the minimum required specifications will not be considered further.

1. Meeting Minimum Requirements (pass/fail)
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Quotes should specifically highlight how the proposed vehicle meets the listed specifications and clearly identify and explain any differences from the specifications listed below. The format for submission of quotes should follow the list below in order to simplify the review of the stated specifications. Quotes that do not follow this requirement will be deemed non-responsive and eliminated from the competition. Please submit RFQ Responses by **November 20, 2015 at 5pm. Email submission is preferred.** Please email to [wehlingj@ci.canby.or.us](mailto:wehlingj@ci.canby.or.us). Quotes can also be delivered to the CAT office (195 S Hazel Dell Way, Suite C in Canby) on weekdays between 8am – 5pm or mailed to:

City of Canby – Canby Area Transit  
Julie Wehling, Transit Director  
PO Box 930  
Canby OR, 97013

Contact Julie Wehling with any questions  
[wehlingj@ci.canby.or.us](mailto:wehlingj@ci.canby.or.us)  
503.266.0751

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**VENDOR (Business Name): Creative Bus Sales**

**Vendor Contact Person: Kimberly Stanchfield**

**Phone: 844-993-5989**

**Email Address: Kimberly.stanchfield@creativebussales.com Alt Phone: 503-709-9665**

**Meets Buy America Standards (49 USC § 5323(j); 49 CFR part 661)**

**State Price Agreement number: 4757**

**Length: 23' Fuel Type: Gas Vehicle: Arboc Make/Model: Spirit of Mobility**

**Floor:  High Floor  Low Floor Other: \_\_\_\_\_**

**No. of Regular Passenger Seats: 16 No. of ADA Wheelchair Stations: 4**

**The general specification for vehicle is as follows:**

**See attached Floor Plan**

**Base Vehicle Price: \$113,857**

Description of Required Specifications	Included in Base Price YES / NO	Additional Cost	Vendor notes or Suggestions
Steel cage, low floor, "Body on Chassis", dual rear wheels	Yes	\$	
20 to 25 foot chassis 10,000 – 16,000 GVWR	Yes	\$	23' 14,200 GVWR
8 cylinder gas engine 6.0L or larger	Yes	\$	
Fast idle, gas engine	Yes	\$	
Heavy duty 6 speed automatic transmission with auxiliary transmission cooler	Yes	\$	
Heavy duty alternator OEM 145-amp	Yes	\$	
65K BTU heater	Yes	\$ -450	Credit for one heater
A/C 70,000 BTU	Yes	\$	
2 Heavy duty 12V 700 CCA batteries	Yes	\$	
Auxiliary Battery compartment w/tray and door	Yes	\$	
Heavy duty disc brakes with 4 wheel antilock	Yes	\$	
True low-floor with no steps or incline	Yes	\$	
Air suspension front and rear with kneeling feature.	Yes	\$	



Description of Required Specifications	Included in Base Price YES / NO	Additional Cost	Vendor notes or Suggestions
Back-up alarm	Yes	\$	
Daytime running lights	Yes	\$	
Exhaust routed to drivers side	Yes	\$	
Driver side running board – 12"	Yes	\$	
Front and rear mud flaps	Yes	\$	
Rear tow hooks	No	\$ 50	
Heated/remote exterior mirrors	Yes	\$	
Merge/yield sign (LED)	No	\$ 750	
Side turn/marker lights	Yes	\$	
Electric entry door with manual reverse and key lock or other security measure.	Yes	\$	
34" X 62" ADA compliant wheelchair entry Braun ramp or equivalent (minimum 800 lb. capacity)	Yes	\$	Braun
Provide 2 floor plan options showing the following seating configuration (16 & 4)	Yes	\$	
7 double foldaway seats (mid high with arm rests) or equivalent 16 seat (4 wheelchair station) arrangement (see floor plan)	No	\$ 1201	
2 single fixed seats (mid high with arm rests) or equivalent 16 seat (4 wheelchair station) arrangement (see floor plan)	No	\$ 200	
Wheelchair securement storage on the bottom of foldaway seats	No	\$	
4 Wheelchair stations with Q-Straint or equivalent wheelchair securements	No	\$ 910	2 are standard Q-Straint Slide-N-Click provided
No AM FM Radio	No	\$ -233	Credit
Destination Signs on side and front of vehicle include software and installation costs. Controls installed in AM FM radio spot. TwinVision Mobilite or equivalent.	No	\$3525	Twin Vision Mobilite provided
Standee Line with yellow sign	Yes	\$	
Overhead parcel rack one side only	No	\$ 450	Please advise which side to locate rack
Pull cord stop request system	No	\$825	Includes vertical pull cords in wheelchair positions
Interior convex mirror approximately 6x9	Yes	\$	6 x 9 provided
Rear window Fresnel Lens	No	\$40	
Rear and side Egress window (s) with lights	Yes	\$	

Description of <b>Required Specifications</b>	<b>Included in Base Price YES / NO</b>	<b>Additional Cost</b>	<b>Vendor notes or Suggestions</b>
2 bike rack mounting brackets installed for Sportwork bike rack or approved equivalent	No	\$601	Mounting brackets only – no bike rack provided
Prewired for digital 2-way radio	Yes	\$	
Digital Clock in driver area	No	\$75	
Diamond NV Fare box w/ 1 vault installed and keyed for CAT buses	No	\$990	
Grab rails on entry doors, parallel to entrance, and on ceiling	Yes	\$	
Driver stanchion with modesty panel	Yes	\$	
Description of <b>Preferred Options</b>	<b>Included in Base Price YES / NO</b>	<b>Additional Cost</b>	<b>Vendor notes or Suggestions</b>
Freedman Featherweight La France Mills 539 Tower 3000 Green seat covers or equivalent	No	\$813	
Driver seat high back Chevy Sport Seat with recliner, armrest, and lumbar support or equivalent	Yes	\$	With Power base provided
Exterior graphics prepared & installed (details provided upon request)	No	\$1435	
Interior graphics prepared & installed (details provided upon request)	No	\$150	
Apollo (or equivalent) security camera system with 4 cameras purchased & installed	No	\$3568	Apollo 4 Camera system with GPS provided
<del>Kenwood (or equivalent) digital 2-way radio system purchased &amp; installed</del>	<del>No</del>	<del>\$996</del>	<del>Kenwood NX-820HGK UHF digital mobile with antenna and installation</del>
Sportworks 2 bike rack or equivalent purchased & installed	No	\$551	Rack only - mounting brackets listed above
Rack or display case for advertising and notices inside the bus	No	\$350	
Safety supplies: 5 lb fire extinguisher, 16 unit first aid kit, triangle kit	Yes	\$	
Powder Coat Yellow - railings on entry doors, parallel to entrance, on ceiling and driver stanchion as listed above.	No	\$625	
Body fluid clean-up kit	Yes	\$	
Walker/Grocery storage area	No	\$250	
Q' Straint Walker holder or equivalent	No	\$170	
PA System with hand held microphone and speakers	No	\$250	
Outside speaker	No	\$135	

Description of Required Specifications	Included in Base Price YES / NO	Additional Cost	Vendor notes or Suggestions
Altro Transflor Flooring or equivalent	Yes	\$	Poly Urea spray in flooring
6 studded snow tires on white wheels	No	\$1763	From Les Schwab in Canby
Total of 5 keys per bus	No	\$250	3 extra sets of ignition, battery box and overhead compartment

Credit for standard state items not listed:

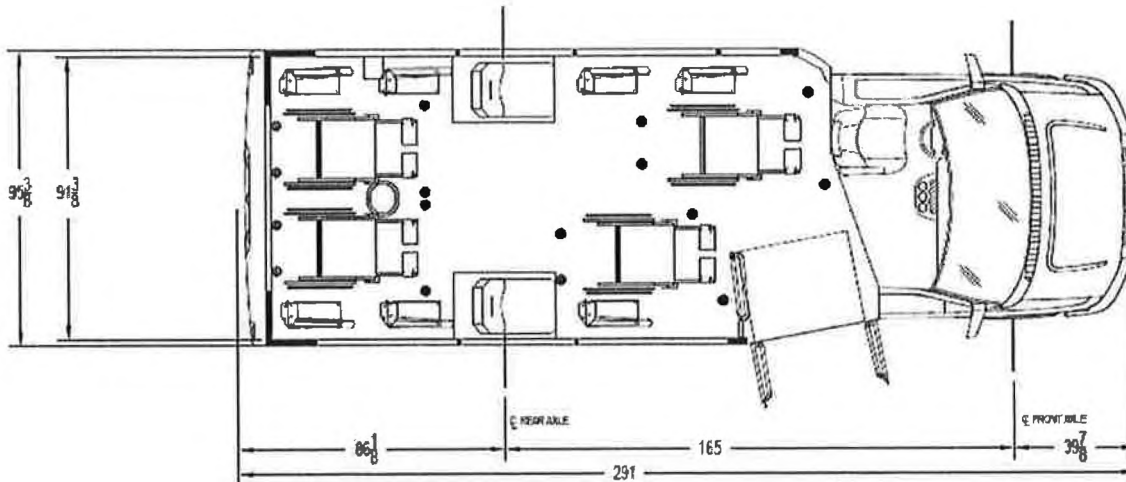
- Ramp activation/ warning buzzer - \$150
- Spare tire and wheel - \$325
- Rear door - \$625
- Stainless steel battery tray - \$100
- Locking fuel cap - \$150

**Total per Vehicle Price Quote: \$132,747**

**Vendor's Signature:**

*Kimberly Stanchfield*  
**Kimberly Stanchfield, Sales Manager**

**Date Sent: 11/19/2015**

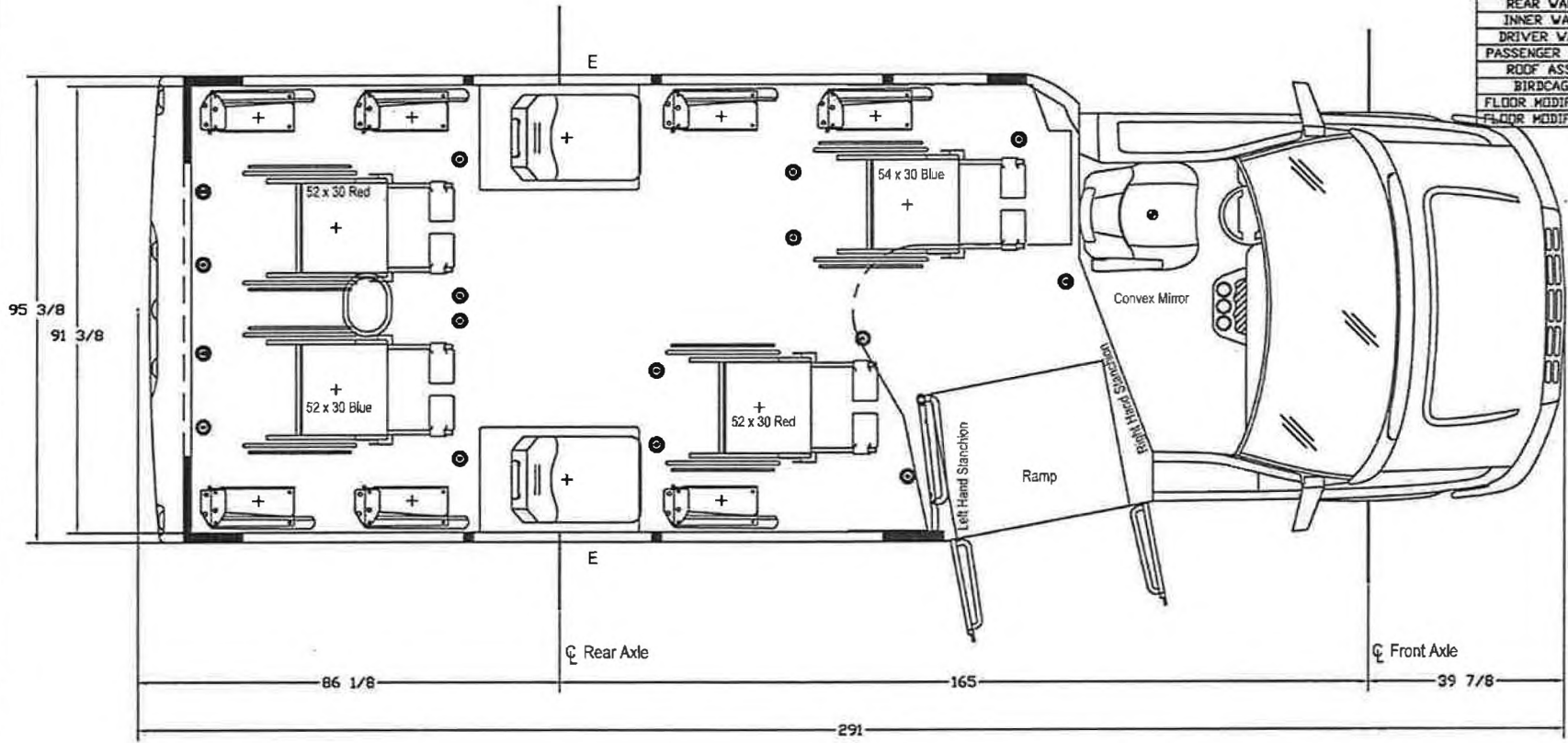


- Note:  
 1. WINDOW.  
 2. E- EGRESS WINDOW LOCATION.

### Creative Bus Sales Canby Area Transit SOM 165" WHEEL BASE Gas 16PS-4WC-165G-SOM23

REV	DATE	BY	DESCRIPTION

WOOD FLOOR	
FRONT FLOOR "A"	
FRONT FLOOR "B"	
MID FLOOR	
REAR FLOOR	
FLOOR MODIF.	
REAR WALL	
INNER WALL	N/A
DRIVER WALL	
PASSENGER WALL	
ROOF ASSY.	
BIRDCAGE	
FLOOR MODIF. "1"	
FLOOR MODIF. "2"	



ARBOC SPECIALTY VEHICLES CLAIMS PROPRIETARY RIGHTS IN THE MATERIAL DISCLOSED HEREON. NEITHER THIS DRAWING NOR ANY REPRODUCTION THERE OF MAY BE USED TO MANUFACTURE ANYTHING SHOWN HEREON WITHOUT PERMISSION IN WRITING FROM ARBOC SPECIALTY VEHICLES TO THE USER SPECIFICALLY REFERRING TO THE DRAWINGS. INFORMATION CONTAINED HEREON MAY BE THE EXPRESS PROPERTY OF ARBOC SPECIALTY VEHICLES AND PROTECTED IN THE FORM OF A U.S. PATENT.

TOLERANCES:  
 FLOOR PLAN DIMS: ± 1/8"  
 FRACTIONAL DIMS: ± 1/16"  
 2 PLACE DECIMAL DIMS: ± .01"  
 3 PLACE DECIMAL DIMS: ± .005"

NAME: Floor Plan, Creative Bus Sales Canby Area Transit 16PS-4WC-165G-SOM23				
DRAWN BY: FS	DATE: 02/19/2015	DRAWING NUMBER: 16PS-4WC-165G-SSDM23	REVISION: -	SHEET: 1 OF 2





## STANDARD TERMS AND CONDITIONS — STATE OF OREGON — CONTRACTS FOR THE PURCHASE OF SUPPLIES AND/OR SERVICES

1. **DEFINITIONS:** "Contract" means the entire written agreement between the parties, including but not limited to the Invitation to Bid or Request for Proposal and its specifications, terms and conditions; solicitation instructions; solicitation addenda and contract amendments, if any; the purchase order or price agreement document.

"Contractor" means a person or organization with which the State of Oregon has contracted for the purchase of goods the terms "Contractor" and "Seller" as used in the Uniform Commercial Code (ORS chapter 72) are synonymous; "ORS" means the Oregon Revised Statutes;

"State" means the state agency making the purchase and is synonymous with "Buyer" as used in ORS chapter 12. "State" also means an ORCPP member if the purchase is being made under the State's cooperative purchasing program authorized by ORS 190.240.

2. **WORKERS' COMPENSATION:** The Contractor, its subcontractor, if any, and all employers providing work, labor or materials under this Contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656017, which requires them to provide Oregon workers' compensation coverage that satisfies Oregon law for all their subject workers.

3. **STANDARD AND SPECIAL TERMS AND CONDITIONS:** The terms and conditions printed on this page are standard to State of Oregon contracts for the purchase of goods. There may also be special terms and conditions in an Invitation to Bid or Request for Proposal which apply only to this contract.

4. **DELIVERY:** All deliveries shall be F.O.B destination with all transportation and handling charges paid by Contractor, unless specified otherwise in the solicitation documents. Responsibility and liability for loss or damage shall remain with Contractor until final inspection and acceptance when responsibility shall pass to the State except as to latent defects, fraud and Contractor's warranty obligations.

5. **INSPECTIONS:** Goods furnished under this contract shall be subject to inspection and test by the State at times and place determined by the State. If the State finds goods furnished to be incomplete or not in compliance with solicitation specifications, the State may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price, whichever is equitable under the circumstances. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by the State, the State may reject the goods and cancel the contract in whole or in part. Nothing in this paragraph shall in any way affect or limit the State's rights as buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.

6. **WARRANTIES:** Unless otherwise stated, all goods shall be new and current model and shall carry full manufacturer warranties. Contractor warrants all goods delivered to be free from defects in labor, material and manufacture and to be in compliance with solicitation specifications. All implied and expressed warranty provisions of the Uniform Commercial Code (ORS chapter 72) are incorporated in this contract. All warranties shall run to the State.

7. **CASH DISCOUNT:** If the State is entitled to a cash discount, the period of computation shall commence on the date the entire order is delivered or the date the invoice is received, whichever is later.

8. **PAYMENT:** Payment for completion of State contracts is normally made within 30 days following the date the entire order is delivered or the date the invoice is received, whichever is later. After 45 days, Contractor may assess overdue account charges up to a maximum rate of two-thirds of one percent per month (8% APR) on the outstanding balance (ORS 293.462).

9. **TERMINATION:** This contract may be terminated by mutual consent of both parties or by the State at its discretion. The State may cancel an order for goods at any time with written notice to Contractor, stating the extent and effective date of termination. Upon receipt of this written notice, Contractor shall stop performance under this contract as directed by the State. If this contract is so terminated, Contractor shall be paid in accordance with the terms of the contract for goods delivered and accepted if Contractor's damages arising out of return of the goods cannot be mitigated by the resale as provided in the Uniform Commercial Code (ORS 72.7060).

10. **FORCE MAJEURE:** Neither party to this contract shall be held responsible for delay or default caused by fire, riot, acts of God and/or war, which is beyond the party's reasonable control. The State may terminate this contract upon written notice after determining such delay or default will reasonably prevent successful performance of this contract.

11. **BREACH OF CONTRACT:** Should Contractor breach any of the provisions of this contract, the State reserves the right to cancel this contract upon written notice to Contractor. Contractor shall be liable for any and all damages suffered by the State as the result of Contractor's breach of contract including but not limited to incidental and consequential damages, as provided in ORS 72.7110 to 72.7170 in the event of repeated breach of public and/or private contracts, Contractor shall be subject to disqualification on State of contracts, as provided in ORS chapter 279 and OAR chapter 137.

12. **HOLD HARMLESS:** Contractor shall indemnify, defend and hold harmless the State and its divisions, officers, employees, agents and members, from all claims, suits or actions of any nature arising out of or related to the activities of Contractor, its officers, subcontractors, agents or employees under this contract.

13. **ACCESS TO RECORDS:** The Contractor shall maintain all fiscal records relating to this contract in accordance with generally accepted accounting principle and shall maintain any other records relating to this contract in such a manner as to clearly document Contractor's performance hereunder. The State and its agencies, the Secretary of State Audits Division, the federal government and their duly authorized representatives shall have access to such fiscal records and to all other books, documents, papers, plans and writings of Contractor which relate to this contract, to

perform examination, and audits and make excerpts and transcripts.

14. **AMENDMENTS:** The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the State.

15. **SEVERABILITY:** If any provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with the law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held invalid.

16. **WAIVER:** Failure of the State to enforce any provision of this contract shall not be a waiver or relinquishment by the State of its right to such performance in the future nor of the right to enforce any other provisions of this contract.

17. **GOVERNING LAW; JURISDICTION, VENUE:** This contract shall be governed and construed in accordance with the laws of the State of Oregon, without resort to any jurisdiction's conflict of laws rules or doctrines. Any claim, action, suit, or proceeding (collectively, "the claim") between the State (and/or any other agency or department of the State of Oregon) and the contractor that arises from or relates to this contract shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon. Provided, however, if the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Contractor hereby consents to the in personam jurisdiction of said courts.

18. **ASSIGNMENT/SUBCONTRACT/SUCCESSORS:** Contractor shall not assign, sell, transfer, or subcontract rights or delegate responsibilities under this contract in whole or in part, without the prior written approval of this State. No such written approval shall relieve Contractor of any obligations of this contract, and any transferee or subcontractor shall be considered the agent of Contractor. Contractor shall remain liable to the State under the contract as if no such assignment, transfer, or subcontract had occurred. The provisions of this contract shall be binding upon and shall inure to the benefit of the parties to the contract and their respective successors and assigns.

19. **COMPLIANCE WITH APPLICABLE LAWS:** Contractor shall comply with all federal, state and local laws, codes, regulations and ordinances applicable to the provision of goods under this contract, including, without limitation, the provisions of ORS 279C.505, 279C.515, and 279B.235, as set forth below and the provisions of: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 (Pub L No 101-336). ORS 659.425, and all amendments of and regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

20. **PAYMENTS REQUIRED BY ORS 279C.505 AND 279B.220:** For all goods provided under this contract, Contractor shall (i) pay promptly, as due, all persons supplying labor or material; (ii) pay all contributions or amounts due the Industrial Accident Fund from the contractor or any subcontractor; (iii) not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof; and (iv) pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

21. **STATE PAYMENT OF CONTRACTOR CLAIMS:** If Contractor fails, neglects or refuses to pay promptly is due, any claim for labor or services furnished to the Contractor or any subcontractor by any person in connection with the goods provided under this contract, the State may pay such claim and charge the amount of the payment against funds due or to become due the Contractor under this contract. The payment of a claim by the State pursuant to this paragraph 21 shall not relieve the Contractor or its surety, if any, from obligation with respect to any unpaid claims.

22. **HOURS OF LABOR:** No person shall be employed by the Contractor for more than eight hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where public policy absolutely requires it, and in such cases the laborer shall be paid at least time-and-a-half pay for all overtime in excess of eight hours a day and for work performed on Saturday and on any legal holiday specified in ORS 279B.020 and 279C.540.

23. **SAFETY AND HEALTH REQUIREMENTS:** Goods and services provided under this contract shall comply with all federal Occupational Safety and Health Administration (OSHA) requirements and with all Oregon safety and health requirements, including those of the State Workers' Compensation Division.

24. **AWARD TO FOREIGN CONTRACTOR:** If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this contract. The State shall withhold final payment under this contract until Contractor has met this requirement.

25. **RECYCLABLE PRODUCTS:** Contractor shall use recyclable products to the maximum extent economically feasible in the performance of this contract. Contractor shall specify the minimum percentage of recycled product in the goods provided.

26. **MATERIAL SAFETY DATA SHEET:** In accordance with the OR-OSHA Hazard Communication Rules in OAR chapter 437, division 155, Contractor shall provide the State with a Material Safety Data Sheet for any goods provided under this contract which may release, or otherwise result in exposure to, a hazardous chemical under normal conditions of use (OAR 437-155-005 (2); 437-155-025). In addition, Contractor must label, tag or mark such goods.

REVISED BY THE ATTORNEY GENERAL 9/94

DOCUMENT TITLE CHANGED AND ORS 279 REFERENCES UPDATED BY DAS FORMS COMMITTEE 04/05