

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	<b>CONTRACT AMENDMENT</b>	
	Contract No.:	07621
Northwest Bus Sales, Inc. 33207 Pacific Highway South Federal Way, WA 98003-6442	Amendment No.:	1
	Effective Date:	04.30.2024

**FIRST AMENDMENT**

TO

**CONTRACT NO. 07621**

**ADA COMPLIANT VANS, MINIVANS, & SPECIALTY VEHICLES (I.E., ADA WALK-IN STEP VANS)**

This First Amendment (“Amendment”) to Contract No. 07621 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 Northwest Bus Sales, Inc., a Washington corporation (“Contractor”) and is dated as of April 30, 2024.

**RECITALS**

- A. Enterprise Services and Contractor (collectively the “Parties”) entered into that certain Statewide Contract No.07621 for ADA-compliant Vans, Minivans, and Specialty Vehicles (collectively, ADA Walk-In Step Vans) dated effective as of January 30, 2024 (“Contract”).
- B. The amendment set forth herein is within the scope of the Contract.
- C. The Parties now desire to amend the Contract as set forth herein.

**AGREEMENT**


**NOW THEREFORE**, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

- 1. **EXHIBIT B- PRICES FOR GOODS/SERVICES:** Pursuant to §3.3. of the Contract, Enterprise Services has added new models/product and their options to the Contract. These new models are commercially available and fall within the original scope and intent of the Contract. Attached *Exhibit B – Prices for Goods/Services (dated April 30, 2024)* includes new products in Category 1-ADA Vans: Sub-category 7: Gas, Side Entry, and Sub-category 8: Gas, Rear Entry, and supersedes all previous version(s). As of the effective date of this Amendment, any reference to *Exhibit B- Prices for Goods/Services* in the Contract is deemed to be a reference to the attached *Exhibit B Prices for Goods/Services (dated April 30, 2024)*.
- 2. **NO CHANGE OTHER THAN AMENDMENT.** Except as amended herein, the Contract is unaffected and remains in full force and effect.

3. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
4. AUTHORITY. Each party to this Amendment, 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 Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
5. ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Amendment or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
6. COUNTERPARTS. This Amendment 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 Amendment 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 Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**NORTHWEST BUS SALES, INC.,  
A WASHINGTON CORPORATION**

By:   
 Name: R. Goolsby  
 Title: Sales Mgr  
 Date: 4/22/24

**STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES**

By:   
 Name: Ricky Vang  
 Title: Interim Procurement Supervisor  
 Date: 4/22/2024









Sub-category 7: Gas, Side Entry		
Vehicle Configuration Scenario	Vehicle / Options Description	Price
Base Vehicle (FTA)	PrimeTime Specialty Vehicles MT-1 LOW FLOOR Altoona Tested	\$149,575
Base Vehicle (Non-FTA)	No Bid / Not Applicable	
Back-Up Camera Rear View System	Included in base vehicle price	\$0
Oxygen Tank Holder	Q'Strait G02 Oxygen Tank Holder	\$475
Total Vehicle Price:		\$150,050

Pricelist for Sub-category 7- Gas, Side Entry (FTA)

3	Base Vehicle Year:	2023 Base Vehicle Model:	PrimeTime MT-1 ProMaster LOW FLOOR	FTA compliant (Y/N):	Yes	Base Vehicle Cost:	\$	149,575.00
Full Option(s) Description								Option Cost
1			Flashing lights, front and rear, mounted high			\$	475.00	
2			Additional wheelchair station and securements			\$	1,140.00	
3			Add double passenger rigid seat			\$	1,785.00	
4			Add double passenger foldaway seat			\$	2,155.00	
5			Add single passenger rigid seat			\$	1,075.00	
6			Add single passenger foldaway seat			\$	1,555.00	
7			Add three passenger bench seat			\$	2,875.00	
8			Four passenger bench seat			\$	3,595.00	
9			Additional chassis key			\$	500.00	
10			Body hand kit			\$	60.00	
11			Diamond NV farebox with 1 vault			\$	2,385.00	
12			Fog lights			\$	450.00	
13			G02 Oxygen tank holder			\$	475.00	
14			Pre-wire +/- to pbvarebox area			\$	355.00	
15			Inverse sensing system			\$	475.00	
16			Securement storage bag			\$	115.00	
17			Wheelchair lift door ajar light on dash			\$	355.00	
18			3-Camera system (AngelTrax)			\$	3,385.00	
19			4-Camera system (AngelTrax)			\$	3,870.00	
20			Front destination sign			\$	7,159.00	
21						\$	-	
22						\$	-	
23						\$	-	
24						\$	-	
25						\$	-	
26						\$	-	
27						\$	-	
28						\$	-	
29						\$	-	
30						\$	-	
31						\$	-	
32						\$	-	
33						\$	-	
34						\$	-	
35						\$	-	
36						\$	-	
37						\$	-	
38						\$	-	
39						\$	-	
40						\$	-	
41						\$	-	
42						\$	-	
43						\$	-	
44						\$	-	
45						\$	-	
46						\$	-	
47						\$	-	
48						\$	-	
49						\$	-	
50						\$	-	
51						\$	-	
52						\$	-	
53						\$	-	
54						\$	-	
55						\$	-	
56						\$	-	
57						\$	-	
58						\$	-	
59						\$	-	
60						\$	-	
61						\$	-	
62						\$	-	
63						\$	-	
64						\$	-	
65						\$	-	
66						\$	-	
67						\$	-	
68						\$	-	
69						\$	-	
70						\$	-	
71						\$	-	
72						\$	-	
73						\$	-	
74						\$	-	
75						\$	-	
76						\$	-	
77						\$	-	
78						\$	-	
79						\$	-	
80						\$	-	
81						\$	-	
82						\$	-	
83						\$	-	
84						\$	-	
85						\$	-	
86						\$	-	
87						\$	-	
88						\$	-	
89						\$	-	
90						\$	-	
91						\$	-	
92						\$	-	
93						\$	-	
94						\$	-	
95						\$	-	
96						\$	-	
97						\$	-	
98						\$	-	
99						\$	-	
100						\$	-	
Total							\$	183,890.00





Sub-category 8: Gas, Rear Entry		
Vehicle Configuration Scenario	Vehicle / Options Description	Price
Base Vehicle (FTA)	PrimeTime Med Transit Exempt From Altoona Testing	\$78,976
Base Vehicle (Non-FTA)	N/A	N/A
Back-Up Camera Rear View System	Included in base vehicle price	\$0
Oxygen Tank Holder	Q'Straint G02 Oxygen Tank Holder	\$475
<b>Total Vehicle Price:</b>		<b>79,451</b>

Pricelist for Sub-category 8- Gas, Rear Entry (FTA):

1	Base Vehicle Year:	2023 Base Vehicle Model:	PrimeTime Med Transit	FTA compliant (Y/N):	Yes	Base Vehicle Cost:	\$	78,976.00	
	Full Option(s) Description						Option Cost		
						Fashing lights, front and rear, mounted high	\$	475.00	
						1000# lift in lieu of standard	\$	685.00	
						Additional wheelchair station and securements	\$	1,140.00	
						XX Chassis - Extended length, high roof	\$	3,800.00	
						UX Chassis - Extended length, high roof, dual rear wheels	\$	5,200.00	
						A8 Wheel Drive chassis	\$	6,500.00	
						Add double passenger rigid seat	\$	1,785.00	
						Add double passenger foldaway seat	\$	2,150.00	
						Add single passenger rigid seat	\$	1,075.00	
						Add single passenger foldaway seat	\$	1,555.00	
						1 Add three passenger bench seat	\$	2,875.00	
						1 Four passenger bench seat	\$	3,595.00	
						1 Additional chassis key	\$	500.00	
						1 Body fluid kit	\$	60.00	
						1 Diamond NV farebox with 1 vault	\$	2,395.00	
						1 Fog lights	\$	450.00	
						1 G02 Oxygen tank holder	\$	475.00	
						1 Mirrors +/- to above/bet axes	\$	355.00	
						1 Reverse sensing system	\$	475.00	
						2 Securement storage bag	\$	115.00	
						1 Wheelchair lift door ajar light on dash	\$	355.00	
						2 3-Camera system (Angeff rail)	\$	3,195.00	
						2 4-Camera system (Angeff rail)	\$	3,870.00	
						1 Front destination sign	\$	7,195.00	
						2 Bi-fold bus door	\$	6,595.00	
						1 Shift N'Stop moveable wheelchair lift platform	\$	9,595.00	
						1 Front passenger door entry conversion	\$	3,585.00	
						2 Remove wheelchair lift and securements	\$	(4,000.00)	
							\$	-	
							\$	-	
							\$	-	
							\$	-	
							\$	-	
							\$	-	
							\$	-	
							\$	-	
							\$	-	
							\$	-	
							\$	-	
						Total	\$	145,251.00	





**Category 2: ADA Mini Vans**

Sub-category 3: Hybrid/Plug-In Hybrid, Side Entry		
Vehicle Configuration Scenario	Vehicle / Options Description	Price
Base Vehicle (FTA)	N/A	N/A
Base Vehicle (Non-FTA)	VMI Toyota Sienna Hybrid Side Entry	\$82,235
Back-Up Camera Rear View System	Included in base vehicle price	
Oxygen Tank Holder	G02 Oxygen Tank Holder	\$475
<b>Total Vehicle Price:</b>		<b>82,710</b>

Pricelist for Sub-category 3- Hybrid/Plug-In Hybrid, Side Entry (Non-FTA):

Sub-Category 3: Hybrid / Plug-In Hybrid (Side Entry)		
1	Base Vehicle Year: 2023 Base Vehicle Model: VMI Toyota Sienna FTA compliant (Y/N): No	Base Vehicle Cost: \$ 82,235.00
Full Option(s) Description		Option Cost
1	1 All Wheel Drive chassis	\$ 3,150.00
2	1 Additional set of wheelchair securements	\$ 695.00
3	1 Double foldaway seat	\$ 2,100.00
4		\$ -
5		\$ -
6		\$ -
7		\$ -
8		\$ -
9		\$ -
10		\$ -
11		\$ -
12		\$ -
13		\$ -
14		\$ -
15		\$ -
16		\$ -
17		\$ -
18		\$ -
19		\$ -
20		\$ -
21		\$ -
22		\$ -
23		\$ -
24		\$ -
25		\$ -
26		\$ -
27		\$ -
28		\$ -
29		\$ -
30		\$ -
31		\$ -
32		\$ -
33		\$ -
34		\$ -
35		\$ -
36		\$ -
37		\$ -
38		\$ -
39		\$ -
40		\$ -
41		\$ -
42		\$ -
43		\$ -
44		\$ -
45		\$ -
46		\$ -
47		\$ -
48		\$ -
49		\$ -
50		\$ -
51		\$ -
52		\$ -
53		\$ -
54		\$ -
55		\$ -
56		\$ -
57		\$ -
58		\$ -
59		\$ -
60		\$ -
61		\$ -
62		\$ -
63		\$ -
64		\$ -
65		\$ -
66		\$ -
67		\$ -
68		\$ -
69		\$ -
70		\$ -
71		\$ -
72		\$ -
73		\$ -
74		\$ -
75		\$ -
76		\$ -
77		\$ -
78		\$ -
79		\$ -
80		\$ -
81		\$ -
82		\$ -
83		\$ -
84		\$ -
85		\$ -
86		\$ -
87		\$ -
88		\$ -
89		\$ -
90		\$ -
91		\$ -
92		\$ -
93		\$ -
94		\$ -
95		\$ -
96		\$ -
97		\$ -
98		\$ -
99		\$ -
100		\$ -
	<b>Total</b>	<b>\$ 88,160.00</b>

Delivery Fee:

Delivery Destinations	Delivery Fee Per Mile (\$/mile)	Distance Traveled To Deliver Designation (Miles)	Delivery Fee
Olympia	2.65	39	103.35
Seattle	2.65	23	60.95
Spokane	2.65	285	755.25
<b>Average Delivery Fee</b>			<b>\$306.52</b>

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	<b>CONTRACT AMENDMENT</b>	
	Contract No.:	07621
Northwest Bus Sales, Inc. 33207 Pacific Highway South Federal Way, WA 98003-6442	Amendment No.:	2
	Effective Date:	May 30, 2024

**SECOND AMENDMENT  
TO  
CONTRACT NO. 07621**

**ADA COMPLIANT VANS, MINIVANS, & SPECIALTY VEHICLES (I.E., ADA WALK-IN STEP VANS)**

This Second Amendment ("Amendment") to Contract No. 07621 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 Northwest Bus Sales, Inc., a Washington corporation ("Contractor") and is dated as of May 30, 2024.

**RECITALS**

- A. Enterprise Services and Contractor (collectively the "Parties") entered into that certain Statewide Contract No. 07621 for ADA-compliant Vans, Minivans, and Specialty Vehicles (collectively, ADA Walk-In Step Vans) dated effective as of January 30, 2024 ("Contract").
- B. The Parties previously amended the Contract as follows:
  - 1. April 30, 2024, Amendment 1 to add new models and options.
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

**AGREEMENT**

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

- 1. ELIGIBLE PURCHASERS - Section 2 of the Contract is hereby amended adding the following as Section 2.5:
  - 2.5. ADA VANS COOPERATIVE PARTIES. Any authorized entity that has executed a Washington ADA Vans Cooperative Purchasing Agreement with Enterprise Services. The following types of entities are anticipated to execute a Washington State ADA Vans Cooperative Purchasing Agreement:
    - State agencies, local governments, local government agencies, or political subdivisions (e.g., counties, cities, school districts, public utility districts, ports) of any within any state or territory of the United States;

- Federal governmental agencies or entities located in any state or territory of the United States; and
- Federally recognized Indian Tribes located in any state or territory of the United States.

2. MODEL/PRODUCT ADDITIONS AND DELETIONS - SECTION 3.3: This Section is hereby deleted in its entirety and replaced by the following in lieu thereof:

3.3. ADDITIONS AND DELETIONS OF MODELS AND OPTIONS: Contractor may add new models/options and delete old models/options from *Exhibit B - Prices for Goods/Services* to implement new vehicles by sending an updated pricelist for new base vehicles and options to the Contract Administrator for review and approval. New models and options added to the Contract must be commercially available at the time they are added to the Contract and fall within the original scope and intent of the Contract. Contractor may delete models or options no longer available on the Contractor's commercial pricelist and not in use by any Purchaser from the Contract.

3. DELIVERY FEE – SECTION 8.7. This Section is hereby added to the contract:


8.7. DELIVERY FEE FOR THE STATE OF ALASKA: This section and all other delivery requirements already in the contract shall be applicable to delivery to the state of Alaska unless otherwise explicitly exempted in this section. Contractor shall deliver vehicles to the FOB port of Seattle, WA, without charging a delivery fee from Contractor's location to the port of Seattle, WA. However, the delivery fee from the port of Seattle, WA to the specific location within the state of Alaska, as specified in the purchaser order, shall be calculated based on the vessel quote provided by a third party. This delivery fee may be listed as a separate line item on the final vehicle invoice.

4. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
5. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
6. AUTHORITY. Each party to this Amendment, 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 Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
7. ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Amendment or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
8. COUNTERPARTS. This Amendment 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 Amendment 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 Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

NORTHWEST BUS SALES, INC.,  
A WASHINGTON CORPORATION

By:   
Name: Rob Goolsby  
Title: Sales Mgr  
Date: 5/16/24

STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES

By: Michellee M. Jemmott  
Name: Michellee Jemmott  
Title: Procurement Supervisor  
Date: 05-22-2024

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	<b>CONTRACT AMENDMENT</b>	
	Contract No.:	07621
Northwest Bus Sales, Inc. 33207 Pacific Highway South, Federal Way WA, 98003-6442	Amendment No.:	3
	Effective Date:	November 15, 2024

**THIRD AMENDMENT**

TO

**CONTRACT NO. 07621**

**ADA-COMPLIANT VANS, MINIVANS, AND SPECIALTY VEHICLES (COLLECTIVELY, ADA WALK-IN STEP VANS)**

This Third Amendment ("Amendment") to Contract No. 07621 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 Northwest Bus Sales, Inc., a Washington corporation ("Contractor") and is dated as of November 15, 2024.

**RECITALS**

- A. Enterprise Services and Contractor (collectively the "Parties") entered into that certain Contract No. 07621 dated effective as of January 30, 2024 ("Contract").
- B. The Parties previously amended the Contract as follows:
  - (1) April 30, 2024, Amendment 1 to add new models and options; and
  - (2) May 30, 2024, Amendment 2 to:
    - a) Add § 2.5. Ada Vans Cooperative Parties.
    - b) Revise §3.3. Additions And Deletions of Models and Options.
    - c) Add § 8.7. Delivery Fee for the State of Alaska.
- C. The Parties now desire to amend the Contract to include a 'pay equality provision' as required by the Washington State Legislature. See [LAWS OF 2023, ch. 475](#), § 919(4).
- D. The amendment set forth herein is within the scope of the Contract.

**AGREEMENT**

**NOW THEREFORE**, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

- 1. **PAY EQUALITY.** The following provision is added to the end of section 4 (Contractor Representations and Warranties) as a new subsection:
  - 4.25 **WASHINGTON STATE PAY EQUALITY FOR 'SIMILARLY EMPLOYED' INDIVIDUALS.** Contractor represents and warrants that, among Contractor's employees, 'similarly employed' individuals are compensated as equals. For purposes of this provision,




employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for Contractor's workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but is not limited to, education, training, or experience that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, Enterprise Services may suspend or terminate this Contract and any Purchaser hereunder similarly may suspend or terminate its use of the Contract and/or any agreement entered into pursuant to this Contract.

2. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
3. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
4. AUTHORITY. Each party to this Amendment, 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 Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
5. ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Amendment or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
6. COUNTERPARTS. This Amendment 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 Amendment 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 Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**NORTHWEST BUS SALES, INC.,  
A WASHINGTON CORPORATION**

By:   
Name: Rob Goolsby  
Title: Sales Mgr  
Date: 11/1/24

**STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES**

By:   
Name: Michellee Jemmott  
Title: Procurement Supervisor  
Date: 11/13/2024