

ORDINANCE NO. 1358

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO PURCHASE TWO (2) VEHICLES FOR CANBY AREA TRANSIT FROM GILLIG LLC OF CALIFORNIA.

WHEREAS, the City of Canby/Canby Area Transit (CAT) wish to purchase two (2) Heavy Duty, Diesel, 35' Low Floor, 102" wide transit buses; and

WHEREAS, the City and Canby/Canby Area Transit (CAT) and the Public Transit Division of ODOT have determined that bus #20011 (VIN 4UZABOBV07CX85018) and bus # 20015 (VIN#1BABGBXA71E202387) in CAT's current fleet are approaching the end of their useful life and qualify for replacement; and

WHEREAS, the Federal State of Good Repair program (49 U.S.C. 5309) provides capital assistance for the purpose of supporting public transportation; and

WHEREAS, the City and Canby/ CAT received contract no. 27478 from ODOT – Public Transit Division for \$630,800.00 in (49 U.S.C. 5309) funds to provide 83.00% of the funding to purchase two (2) replacement vehicles; and

WHEREAS, Federal Transit Administration grant funds and the required matching funds will be available during fiscal year 2013-2014; and

WHEREAS, the purchase will comply with ORS 279.820 - 279.855 and ODOT's Public Transit Division has approved the purchase of these vehicles utilizing the assignability provision of Contract 09-C05 between the Central Florida Regional Transportation Authority d/b/a LYNX and Gillig LLC of California for heavy duty transit buses; and

WHEREAS, Gillig LLC of California has provided a quote for two (2) Heavy Duty, Diesel, 35' Low Floor, 102" wide transit buses in the amount of \$379,032.00 each, including all scheduled options; and

WHEREAS, Central Florida Regional Transportation Authority d/b/a LYNX is willing to make "Assignment" of Contract 09-C05 available to the City of Canby/Canby Area Transit for the purchase of up to (2) two buses from Gillig under the assignability provision of the Contract; and

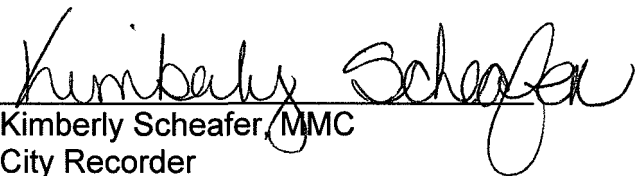
The City Council meeting and acting as the Contract Review Board for the City of Canby has reviewed the Purchase Order and believes it to be in the best interest of the City to submit such Purchase Order for the vehicle purchase Gillig LLC of California; now therefore

THE CITY OF CANBY ORDAINS AS FOLLOWS:

Section 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, Assignment to Purchase Transit Buses Through LYNX Contract 09-C05 (contract) with Gillig LLC for two (2) Heavy Duty, Diesel, 35' Low Floor, 102" wide transit buses. A copy of the Assignment Document is attached hereto and marked as Exhibit "A" and by this reference incorporated herein.

Section 2. 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, an appropriate Purchase Order (contract) with Gillig LLC for two (2) Heavy Duty, Diesel, 35' Low Floor, 102" wide transit buses for the quoted amount of three hundred seventy-nine thousand and thirty-two dollars (\$379,032.00) each. A copy of the quote from Gillig LLC is attached hereto and marked as Exhibit "B" and by this reference incorporated herein.

SUBMITTED to the Canby City Council and read the first time at a regular meeting thereof on Wednesday, June 6, 2012 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, June 20, 2012 commencing at the hour of 7:30 P.M. in the Council Meeting Chambers located at 155 NW 2nd 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 20th of June, 2012 by the following vote:

YEAS 6 NAYS 0


Randy Carson
Mayor

ATTEST:


Kimberly Scheafer, MMC
City Recorder

EXHIBIT A

**ASSIGNMENT TO PURCHASE TRANSIT BUSES
THROUGH LYNX CONTRACT 09-C05**

Dated as of June 21, 2012

THIS ASSIGNMENT (“Assignment”) is made by and between the Central Florida Regional Transportation Authority d/b/a LYNX; a body politic and corporate created by Part II, Chapter 343 Florida Statutes (“LYNX”), whose address is 455 North Garland Avenue, Suite 500, Orlando, Florida 32801, and the City of Canby, Oregon/ Canby Area Transit (CAT), PO Box 930, Canby, OR 97013.

WHEREAS, LYNX, as the executive agent on behalf of the members of the Florida Public Transportation Association, Inc., a Florida not-for-profit corporation (the “FPTA”), issued a certain Request for Proposal 08-R01, dated June 30, 2008 (as amended) (the “RFP”), for the purchase and delivery of heavy duty transit coaches; and

WHEREAS, as a result of the RFP and evaluation of the proposals received, and by action of the LYNX Governing Board at its meeting of December 11, 2008, the LYNX Governing Board awarded a contract to Gillig LLC, a California limited liability company (“Gillig”), for the purchase and delivery of said heavy duty transit coaches; and

WHEREAS, LYNX and Gillig entered into LYNX Contract 09-C05 dated December 11, 2008 (“Contract”), which provides for the purchase of a minimum of 25 and a maximum of 1,844 buses; and

WHEREAS, paragraph 13(f) of the Contract permits LYNX, with the prior concurrence of the FPTA, to assign the right for purchases under the Contracts to others; and

WHEREAS, the Federal Transit Administration (“FTA”) permits the post-award use of a contractual document or process to certain others who were not contemplated in the original procurement, when the solicitation document and the resultant contract contain an assignability clause for all or part of the specified deliverables as originally advertised, competed, evaluated, and awarded, and when the original solicitation and the resultant contract contain both a minimum and a maximum quantity, which represent the reasonably foreseeable needs of the parties to the solicitation; and

WHEREAS, LYNX and the Assignee are each governmental entities and are authorized to contract with other governmental entities; and

WHEREAS, the Assignee desires to purchase up to (2) two buses from Gillig under the assignability provision of the Contract, and LYNX has agreed to transfer to the Assignee LYNX’s right to purchase up to (2) two buses under the Contract; and

WHEREAS, certain members of the FPTA have revised their vehicle requirements and have relinquished a certain number of buses to be reassigned to both members and non-members of the FPTA, and the number of buses that the Assignee desires to purchase is within the number that may be reassigned; and

WHEREAS, the Assignee has satisfied itself that LYNX has complied with all FTA third party contracting procedures in procuring the buses; and

NOW, THEREFORE, in consideration of the terms, conditions, and covenants contained in herein, LYNX and the Assignee state and agree as follows:

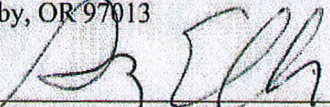
1. **Assignment.** Pursuant to paragraph 13(f) of the Contract, LYNX hereby assigns to the Assignee LYNX's right to purchase up to (2) two buses under the Contract.
2. **Conditions of Assignment.** The Assignee shall assume the role of "Procuring Agency" as defined in the Contract with respect to the (2) two buses that it has been assigned the right to purchase hereby. The Assignee agrees that the Assignee shall be solely liable and obligated to Gillig for the total cost of the buses that it purchases from Gillig pursuant to this Assignment, and shall make all payments directly to Gillig for such buses in accordance with the terms and conditions of the Contract. LYNX reserves all of its rights under the Contract that have not been assigned hereby.
3. **No Representations or Warranties; No Liability.** The Assignee shall look solely to Gillig with respect to the condition of any buses purchased as a result of this Assignment. LYNX MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE BUSES, INCLUDING, WITHOUT LIMITATION, AS TO THE FITNESS OF THE BUSES FOR ANY PARTICULAR PURPOSE. In no event shall LYNX have any liability to the Assignee for damages relating to the late or non-delivery of the buses, or for any other failures on the part of Gillig to comply with the terms of the Contract with respect to the Assignee.
4. **Payment to FTAFC.** The Assignee agrees to promptly pay \$500.00 for each vehicle purchased pursuant to this Assignment to the Florida Public Transportation Association Finance Corporation, a Florida corporation (the "FTAFC"), having a mailing address of C/O: Szymtek LLC, 800 Jeffery Street, Suite 409, Boca Raton, Florida 33487. All payments shall be made to the aforementioned mailing address or to such other address as provided to the Assignee by LYNX or the FTAFC in writing. The assignee will be invoiced after the receipt of an executed Purchase Order by the assignee
5. **Effective Date.** This Assignment shall be effective as of the date this Assignment has been fully executed by LYNX and the Assignee, and consented to by the FTAFC and Gillig. This Assignment shall remain in effect until December 10, 2013.
6. **Miscellaneous.** The Assignee agrees to forward a copy of its executed purchase order to Rich Bannon, Manager of Procurement and Contracts for LYNX. A copy may be faxed to 407.254.6292 or e-mailed to: RBannon@golynx.com. This Assignment shall be governed by and construed in accordance with the laws of the State of Florida, without regard to conflicts of law principles.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this document as of the day and year first above written.

"ASSIGNEE"

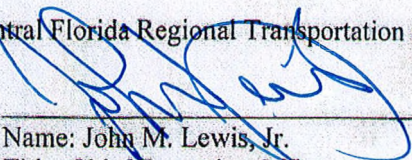
City of Canby - Canby Area Transit (CAT)
PO Box 930 (123 NW 2nd Avenue)
Canby, OR 97013

By: 
Name: Greg Ellis
Title: City Administrator

Date: 06-21-12

"LYNX"

Central Florida Regional Transportation Authority

By: 
Name: John M. Lewis, Jr.
Title: Chief Executive Officer

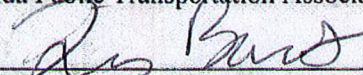
Date: 6/25/12

CONSENT

The undersigned hereby acknowledge and consent to the foregoing Assignment.

"FPTA"

Florida Public Transportation Association, Inc.

By: 
Lisa Bacot

Date: 6/21/2012



Post Office Box 3008
Hayward, CA 94540-3008
(510) 785-1500
FAX: (510) 785-6819

May 24, 2012

Julie Wehling
Transit Director
Canby Area Transit
123 NW 2nd Ave
Canby, OR 97013

RE: PRICE QUOTE FOR TWO (2) 35 FOOT LOW FLOOR BUSES

Dear Julie:

Thank you for your interest to purchase two (2) 35 foot Low Floor buses by "piggybacking" off the LYNX -Florida Consortium contract.

Attached you will find the Price Summary sheet for the option buses. The Price Summary sheet includes the escalation and price adjustment formula as per the contract.

Gillig is pleased to quote the following price:

TWO (2) 35' X 102" LOW FLOOR BUSES \$379,032.00 EACH

This price is valid for thirty days and is FOB City of Canby, OR. Price excludes any taxes or license fees. The buses will begin production within 16 months after receipt of purchase order.

We thank you for this opportunity and appreciate your interest in Gillig and our product. We at Gillig certainly look forward to building your buses, and in so doing, building a lasting partnership. Should you have any questions, please do not hesitate to contact me at 510-867-5108.

Sincerely,

Brian Enochian
Regional Sales Manager

Thank You for Supporting American Jobs! 

PRICE SUMMARY
MAY 11, 2012
CANBY, OR PIGGYBACK ON FLORIDA CONSORTIUM
(2) 35' LOW FLOORS, SN: TBD

<u>ITEM</u>		<u>COST</u>
FLORIDA CONSORTIUM 35' LOW FLOOR BASE UNIT PRICE		\$316,188.00
<u>ACTION</u>	<u>CHANGE</u>	<u>COST</u>
ADD	2010 ENGINE EPA REGULATORY CHANGES	\$27,179.00
ADD	SPINNER II AUXILIARY OIL FILTER	\$745.00
DELETE	FEMCO OIL DRAIN PLUG	(\$35.00)
DELETE	ENGINE OIL EXTRACTOR PORT - TITAN PROBLYZER	(\$34.00)
UPGRADE	TO MODINE ELECTRIC COOLING FAN SYSTEM W/ DELCO 450 HIGH OUTPUT ALTERNATC	\$5,836.00
INCLUDED	ALLISON B400R	INCLUDED
DELETE	TRANSMISSION FLUID EXTRACTOR PORT - TITAN PROBLYZER	(\$34.00)
CHANGE	FRONT AXLE WHEEL SEALS TO OIL SEALS	\$60.00
CHANGE	MECHANICAL GAUGES ON REAR RUN BOX	\$218.00
ADD	ENGINE HOUR METER TO REAR RUN BOX	\$50.00
CHANGE	DEKA GROUP 31 BATTERIES	\$245.00
INCLUDED	LIFT-U 6:1 WHEELCHAIR RAMP	INCLUDED
CHANGE	THERMO KING HVAC SYSTEM W/ X426 COMPRESSOR	(\$1,900.00)
DELETE	HOUSTON PULLDOWN INSULATION PACKAGE	(\$1,500.00)
ADD	WARM WALL HEATING SYSTEM	\$2,930.00
ADD	(1) DRIVERS AUXILIARY FAN	\$76.00
DELETE	REAR EXIT DOOR	(\$860.00)
CHANGE	ALUMINUM WHEELS W/MACHINE FINISH	\$1,705.00
ADD	GILLIG TO PURCHASE (7) MICHELIN XZU3 (305 / 70R / 22.5) TIRES	\$4,605.00
ADD	RECARO ERGO METRO DRIVERS SEAT (FABRIC)	INCLUDED
ADD	DRIVERS SEAT RIGHT HAND ARMREST	\$97.00
ADD	DRIVERS SEAT HEADREST (FABRIC)	\$108.00
CHANGE	PASSENGER SEATS TO FREEDMAN DIABLO	(\$273.00)
ADD	HINGED REAR SETTEE	\$269.00
CHANGE	PASSENGER WINDOWS TO FULL FIXED	(\$1,550.00)
UPGRADE	DIALIGHT LED LOWBEAM HEADLAMPS	\$437.00
ADD	YIELD SIGN TO HVAC DOOR	\$582.00
ADD	CEILING MOUNTED FARE BOX LAMP	\$82.00
ADD	DIAMOND MODEL SV FAREBOX (2) VAULTS	\$1,119.00
DELETE	REAR DESTINATION SIGN	(\$700.00)
ADD	HEATED FRONT DESTINATION SIGN GLAZING	\$210.00
DELETE	FRONT RUN SIGN	(\$246.00)
CHANGE	ALTRO FLOORING	\$400.00
DELETE	(1) ROOF HATCH	(\$250.00)
ADD	FUEL GUAGE ON DASH	\$134.00
DELETE	ROOF NUMBER DECALS	(\$68.00)
ADD	BIKE RACK MOUNTING BRACKET	\$298.00
ADD	APOLLO (7) CAMERA SYSTEM W/ 1TB HDD AND WLAN	\$7,322.00

CONFIDENTIAL

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PRICE SUMMARY
MAY 11, 2012
CANBY, OR PIGGYBACK ON FLORIDA CONSORTIUM
(2) 35' LOW FLOORS, SN: TBD

<u>ACTION</u>	<u>CHANGE</u>	<u>COST</u>
DELETE (3) VIDEO SURVEILLANCE CAMERAS		(\$1,320.00)
ADD MEDICAL AID KIT		\$37.00
ADD BLOODBORNE PATHOGENS KIT		\$37.00
TOTAL CHANGES		\$46,011.00
DELIVERY		\$407.00
CANBY, OR 35' LOW FLOOR BASE UNIT PRICE		\$362,606.00
PPI1413 ADJUSTMENT: 223.3 (MAR'12) / 217.8 (DEC'08) = 2.53%		\$9,174.00
CANBY, OR 35' LOW FLOOR ADJUSTED BASE UNIT PRICE		\$371,780.00
SPARES AND TOOLING BUDGET		\$7,252.00
CANBY, OR 35' LOW FLOOR CURRENT PRICE		\$379,032.00

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