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**City of Las Cruces**<sup>®</sup>  
 PEOPLE HELPING PEOPLE

**Council Action and Executive Summary**

Item # 14

Ordinance/Resolution# 09-10-509 Council District: ALL

For Meeting of March 15, 2010

**TITLE:**

**A RESOLUTION TO AWARD A CONTRACT FOR THE PIGGYBACK PURCHASE OF SIX (6) TWENTY-FIVE-FOOT GLAVAL BUS PARATRANSIT VANS UNDER THE HOUSTON-GALVESTON AREA COUNCIL COOPERATIVE PURCHASING PROGRAM TO NATIONAL BUS SALES OF MARIETTA, GEORGIA, FOR A TOTAL PURCHASE PRICE OF \$394,539 PLUS APPLICABLE TAXES AND FEES.**

**PURPOSE(S) OF ACTION:**

The Transit Section seeks to purchase six (6) twenty-five foot paratransit vans already approved in the FY10 budget.

<b>Name of Drafter:</b> Michael J. Bartholomew <i>[Signature]</i>		<b>Department:</b> Public Services / Transit		<b>Phone:</b> 541-2537	
<b>Department</b>	<b>Signature</b>	<b>Phone</b>	<b>Department</b>	<b>Signature</b>	<b>Phone</b>
Originating Department	<i>[Signature]</i>	528-3477	Budget	<i>[Signature]</i>	2300
Transit			Assistant City Manager	<i>[Signature]</i>	2271
Legal	<i>[Signature]</i>	541-2128	City Manager	<i>[Signature]</i>	2271

**BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:**

The vans are manufactured by Glaval Bus of Elkhart, IN, and would be a consistent size and style of previously purchased paratransit vans. This purchase would be a "piggyback" on Houston-Galveston Area Council (HGAC) Cooperative Purchasing Program. The City of Las Cruces is a member of this purchasing program. A "piggyback" can reduce the cost of the product from what it would be if were bid separately, it speeds up the overall process of procuring buses, and it is an accepted procurement method for transit agencies receiving federal funds.

These vehicles are used by RoadRUNNER transit in its Dial-a-Ride service. Three of the vans are for replacement of vehicles that have met their useful service life of five years. One (1) of the vans being replaced is a year 2000 vehicle and two are year 2004 vehicles. The other three (3) purchased vehicles are for service expansion. Although the expansion vehicles will primarily be used in Dial-a-Ride services, these vans will be equipped with a destination sign and wired for fareboxes so that they may also be pressed into fixed-route service as needed. All of these vehicles will have gasoline engines instead of diesel engines. The reliability of current diesel engines has so seriously declined due to engine emission requirements; the decision was to opt for gasoline engines which currently perform much better.

The contract has been reviewed by the City's Purchasing Section and deemed to be compliant with Federal Transit Administration piggybacking requirements. Funding for this vehicle is already included in the fiscal year 2010 budget.

Three (3) of these vehicles are part of the City's standard replacement program. It is critical that transit vehicles be replaced on the useful life cycle recommended by FTA to insure a continually reliable fleet. The three (3) replace vehicles will be critical in meeting growing service demands on Dial-a-Ride. Having these expansion vehicles equipped to operate on fixed route will also create the opportunity to have readily available vehicles for fixed route expansion. From procurement to delivery, heavy duty fixed route buses can take up to two years for delivery, which can greatly delay service expansion plans.

The vehicles will cost a total of \$394,539 and is FOB for Las Cruces NM. Existing federal grants will pay for 83%, or \$323,970 of the cost of this vehicle.

**SUPPORT INFORMATION:**

FTA Operating Assistance / Account Number	Amount of Expenditure	Budget Amount
59685030-851100-14209	\$390,000	\$390,000
59685030-721131-24110	\$4,539	\$4,539

1. Exhibit "A" - Purchasing Manager's Request to Contract
2. Attachment "A" – Piggyback documentation for this contract

**OPTIONS / ALTERNATIVES:**

1. Approve the Resolution. This will allow for the piggyback purchase of six (6) Glaval Bus paratransit vans to National Bus Sales of Marietta, Georgia, for a total purchase price of \$394,539, plus applicable taxes and license fees. This will include three (3) replacement Dial-a-Ride vehicles and three expansion vehicles that will be used in both Dial-a-Ride and fixed route.
2. Reject the Resolution. This option would negatively impact the reliability of the transit fleet and the ability of transit operations to add more routes in a timely manner.
3. Modify the Resolution and provide staff with alternative direction.

**RESOLUTION NO. 09-10-509**

**A RESOLUTION TO AWARD A CONTRACT FOR THE PIGGYBACK PURCHASE OF SIX (6) TWENTY-FIVE-FOOT GLAVAL BUS PARATRANSIT VANS UNDER THE HOUSTON-GALVESTON AREA COUNCIL COOPERATIVE PURCHASING PROGRAM TO NATIONAL BUS SALES OF MARIETTA, GEORGIA, FOR A TOTAL PURCHASE PRICE OF \$394,539 PLUS APPLICABLE TAXES AND FEES.**

The City Council is informed that:

**WHEREAS**, the Transit Section requests the purchase of six (6) paratransit vans; and

**WHEREAS**, three (3) of the paratransit vans are replacements for existing City of Las Cruces Transit Fleet inventory and three (3) are for current expansion needs in both Dial-a-Ride and fixed route services; and

**WHEREAS**, it has been recommended by the Transit Section the contract be awarded to National Bus Sales of Marietta, Georgia, on a "piggyback" contracting opportunity under the Houston-Galveston Area Council Cooperative Purchasing Program, of which the City of Las Cruces is a member.

**NOW, THEREFORE**, Be it resolved by the governing body of the City of Las Cruces:

(I)

**THAT**, the contract to purchase six (6) paratransit vans is hereby awarded to National Bus Sales of Marietta, Georgia in the amount \$394,539.

DONE AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

(SEAL)

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

VOTE:

- Mayor Miyagishima: \_\_\_\_\_
- Councillor Silva: \_\_\_\_\_
- Councillor Connor: \_\_\_\_\_
- Councillor Pedroza: \_\_\_\_\_
- Councillor Small: \_\_\_\_\_
- Councillor Sorg: \_\_\_\_\_
- Councillor Thomas: \_\_\_\_\_

Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

APPROVED AS TO FORM:

*[Signature]*  
\_\_\_\_\_  
City Attorney

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**CITY OF LAS CRUCES**

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**PURCHASING MANAGER'S REQUEST TO CONTRACT**

**For Meeting of: March 15, 2010**

**Resolution No.: 09-10-509**

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**Existing Contract Purchase For  
Six (6) Twenty-Five Foot Glaval Bus Paratransit Vans**

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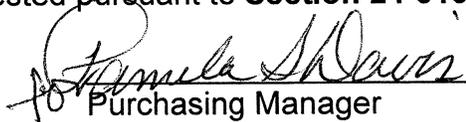
The Las Cruces City Council is provided the following information concerning this request:

**RFP/BID SOLICITATION INFORMATION:**

- |    |  |  |
|----|--|--|
| 1. | Existing Contract Issuer:                        | <b>Houston-Galveston Area Council (HGAC)</b> |
| 2. | Contract Number:                                 | <b>BT01-09</b>                               |
| 3. | Contract Expiration Date:                        | <b>December 31, 2010</b>                     |
| 4. | Description:                                     | <b>Paratransit Vans</b>                      |
| 5. | Using Department:                                | <b>Transit</b>                               |
| 6. | Current Award Recommendation To:                 | <b>National Bus Sales of Marietta, GA</b>    |
| 7. | Award Amount (includes any tax and contingency): | <b>\$394,539.00</b>                          |
| 8. | Contract Duration:                               | <b>One Time Purchase</b>                     |
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**PROCUREMENT CODE COMPLIANCE:**

The City of Las Cruces Procurement Code was administered in the conduct of this procurement and approval to purchase is hereby requested pursuant to **Section 24-316**.

  
 Purchasing Manager

3/8/10  
 Date

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**CONFIRMATION OF FUND ENCUMBRANCE:**

REQUISITION OR PURCHASE ORDER NUMBER:	<b>10102715</b>
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**INTERLOCAL CONTRACT  
FOR COOPERATIVE PURCHASING**

HC 08 - 1920  
No. \_\_\_\_\_

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3535 Tidmore Lane, Suite 120, Houston, Texas 77027, and the City of Los Cruces, created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at 200 N. Church St., Los Cruces, NM 88901

**WITNESSETH**

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and  
WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and  
WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and  
WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on \*1-30-2008 (Date), and that it desires to contract with H-GAC on terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

**ARTICLE 1: LEGAL AUTHORITY**

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state, or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

**ARTICLE 2: APPLICABLE LAWS**

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

**ARTICLE 3: WHOLE AGREEMENT**

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

**ARTICLE 4: PERFORMANCE PERIOD**

The period of this Contract shall be for the balance of the fiscal year of the End User, which began July 1, 2007 and ends June 30, 2008. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

**ARTICLE 5: SCOPE OF SERVICES**

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through [HGACBuy.org](http://HGACBuy.org) and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with (1) Texas statutes and procedures governing competitive bids and competitive proposals, (2) in accordance with specifications and contract terms established by H-GAC, and (3) at published prices listed on H-GAC's web site. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)

**ARTICLE 6: PAYMENTS**

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

**ARTICLE 7: CHANGES AND AMENDMENTS**

This Contract may be amended only by a written amendment executed by both parties, except that any alternations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation. H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

**ARTICLE 8: TERMINATION PROCEDURES**

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

**ARTICLE 9: SEVERABILITY**

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

**ARTICLE 10: FORCE MAJEURE**

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

**THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:**

City of Las Cruces  
Name of End User (local government, agency, or non-profit corporation)

POB 20000  
Mailing Address

Las Cruces, NM 88004  
City State ZIP Code

\*By: [Signature]  
Signature of chief elected or appointed official

Terrence Moore, City Manager 1/30/08  
Typed Name & Title of Signatory Date

Houston-Galveston Area Council  
3535 Thimmos Lane, Suite 120, Houston, TX 77027

By: [Signature]  
Executive Director

Date: 2/7/08

Attest: [Signature]  
Manager

Date: 1-31-08

\*Denotes required fields

**APPROVED AS TO FORM:**  
[Signature]  
Deputy City Attorney

rev. 7/07

NO. 762 P. 3

JAN. 30. 2008 9:22AM CLC PURCHASING