

CITY OF WILLIAMSPORT, PA RESOLUTION

RESOLUTION # 9068

DATE 9-10-20

TITLE

**RESOLUTION AUTHORIZING THE CITY OF WILLIAMSPORT TO AWARD
A CONTRACT FOR THE PURCHASE OF TWO COMPRESSED NATURAL GAS
BRTPLUS LOW FLOOR TRANSIT BUSES**


BE IT HEREBY RESOLVED, by the City Council of the City of Williamsport that it awards the contract for the purchase of Two 30' Compressed Natural Gas BRTPlus Low Floor Transit Buses to Gillig, Inc. in the amount of \$1,270,130.00, with said purchase contingent upon notice of PennDOT's approval of the applicable state share.

BE IT FURTHER RESOLVED, that this award is contingent upon the proper submission and execution of the appropriate bonds, contract documents, Buy America "pre-award" audit information, and FMVSS certification.


BE IT FURTHER RESOLVED that the Mayor and City Controller be authorized to execute the contract for the purchase of Two Compressed Natural Gas Low Floor Transit Buses between the City of Williamsport - Bureau of Transportation and Gillig, Inc.

BE IT FURTHER RESOLVED that the City Clerk of the City of Williamsport is hereby directed to notify said successful bidder by forwarding a copy of this executed Resolution.

Approved



City Clerk



President



Adam Winder
General Manager
River Valley Transit
1500 West Third Street
Williamsport, PA 17701

May 13, 2020

RE: OPTION BUSES ON 2016 CPTA 30' CNG JOINT PROCUREMENT CONTRACT

Mr. Winder,

The contract in the 30 Foot Heavy Duty Transit Coach Joint Procurement between the Central Pennsylvania Transportation Authority (CPTA) and Gillig LLC provides for CPTA to assign the exercise of option buses included in the contract to various public agencies in accordance with the contract documents.

River Valley Transit (RVT) is requesting at two (2) CNG Bus options for this Fiscal Year, and, another four (4) CNG Bus options for Fiscal Year Ending 2022 based on available funding for its' operations. The contract for this Joint Procurement was executed on July 12, 2016 and runs for a full five (5) years to July 11, 2021. I mention this only because of the request for FYE '22 will result in a very narrow window to procure buses under this contract within that Fiscal Year and the valid term of the contract.

Six (6) buses are available under this contract to be reassigned due to another consortium member relinquishing their reserved capacity. With this letter, the CPTA hereby assigns River Valley Transit the option to purchase six (6) buses under the terms and conditions of the 216 contract between CPTA and Gillig, LLC. Please acknowledge the receipt and acceptance of this option by signing and returning a copy of this letter.

RVT shall issue a purchase order for the buses as an addendum to the CPTA/Gillig LLC contract indicating the base offer price and escalated by the PPI index at the time of the order and the agreed upon delivery schedule. A copy of the contract with Gillig LLC accompanies this letter as another document. RVT shall make payment directly to Gillig. CPTA shall incur no financial responsibility in connection with the order placed by RVT. The Option to purchase the buses must be exercised no later than July 11, 2021. We appreciate confirmation when your order is placed with Gillig.

Please feel free to contact me if you need any further information.

Best Regards,

Dwight Huntington, Planning & Procurement Manager CPTA

Acceptance of the Option to Purchase Six (6) Buses under the Terms and Conditions of the July 12, 2016 Contract between CPTA and Gillig, LLC.

Adam Winder, General Manager, RVT

Date

EXHIBIT E

CONTRACT FOR PURCHASE OF BUSES

THIS CONTRACT, made and entered into this 12th day of July, 2016 by and between the Central Pennsylvania Transportation Authority of the Commonwealth of Pennsylvania, Party of the First Part, hereinafter termed "CPTA", and of GILLIG LLC of the City of Hayward and the State of California, Party of the Second Part, hereinafter termed "CONTRACTOR".

Whereas, CPTA issued a Request for Proposals ("RFP") on March 29, 2016 for the purchase of up to ten (10) buses to be delivered within the first year of a five (5)-year contract with an option to purchase an additional **fifty-eight (58)** buses to be delivered in the remaining four (4) years. The Request For Proposal is hereby incorporated by reference; and

Whereas, Contractor submitted a Proposal, dated June 3, 2016, and that document is hereby incorporated by reference, and

Whereas, the CPTA Board of Directors has passed Resolution 1636 to award this contract to Contractor, which offered the most advantageous proposal to CPTA, price and other factors considered, for the initial purchase of ten (10) Compressed Natural Gas buses with the option to purchase the remainder of the first year quantity and an additional fifty-eight (58) buses over the term of the contract; and

Whereas, the consortia agencies listed in the RFP documents or any additional public agencies that CPTA assigns any of its rights to purchase buses, including the exercise of options, will enter into individual contracts with Contractor in accordance with the RFP documents.

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises, covenants, and conditions contained herein, the parties agree as follows:

1. **A. Initial Purchase of Buses.** Subject to the terms and conditions contained herein, CPTA agrees to purchase from Contractor and Contractor agrees to sell to CPTA an initial order of two (2) Compressed Natural Gas buses in accordance with the RFP and Contractor's Proposal during the initial year of the contract term. Other public agencies may enter into individual contracts with Contractor for the additional eight (8) buses in the initial year in accordance with the RFP.

B. Option Purchase of Buses. CPTA may, at its sole discretion, and under the same terms and conditions contained herein, exercise the options to purchase up to an additional fifty-eight (58) buses of various floor configurations over the remaining contract term in accordance with the RFP documents. Each order of option buses will be expressed as a written addendum to this Contract indicating the base offer price escalated by the applicable PPI index at the time of the order and the agreed upon delivery schedule.

2. **Incorporation by Reference.** The following documents, and each and every term and condition thereof, are incorporated herein by reference as though fully set forth at this point:

a. **CPTA Documents:** CPTA Request for Proposal and any addenda thereto.

b. **Contractor Documents:** Contractor's Technical Proposal dated June 3, 2016.

3. **Precedence of Documents.** In the event of any conflict between the documents set forth in Sections 2(a) and the documents set forth in Section 2 (b), the conflict shall be resolved by giving the documents set forth in Section 2 (a) precedence over the documents set forth in Section 2(b).

4. **Compensation and Method of Payment.** The cost per vehicle unit shall be in accordance with Exhibit B.

CPTA agrees to pay Contractor a sum not to exceed \$444,529.00 for two (2) thirty foot (30') Compressed Natural Gas transit buses for the initial order of buses. CPTA shall pay to the contractor the full contract price for each bus within thirty (30) days after receipt of an approved invoice from Contractor and acceptance by CPTA of said buses.

5. **Time of Performance.**

The buses to be purchased by CPTA under this contract shall be completed in first class condition and ready for delivery and acceptance by CPTA within the time frame as specified by the Contractor and negotiated by the parties. Failure to comply with this schedule shall subject Contractor to such remedies as shall be available to CPTA.

6. **Amendment.** This Contract, and any of the exhibits to it, may be amended at any time, but only upon the prior written approval of both parties.

7. **Remedies Cumulative.** The remedies conferred by this Contract upon CPTA are not intended to be exclusive, but are cumulative and in addition to all other remedies provided by law.

8. **Successors and Assigns.** This Contract shall be binding upon and inure to the benefit of CPTA and Contractor and their respective successors in interest and assigns.

9. **Waiver.** No waiver of any breach of the terms, conditions, or covenants of this Contract shall be construed to be a waiver of any succeeding breach of the same or any other covenants, conditions, or terms of this Contract.

10. **Notices.** Any notices, demands, or elections required or permitted to be given or made hereunder shall be in writing and shall be personally delivered or mailed

by certified or registered mail, return receipt requested, addressed to the respective parties as follows:

CPTA

Mr. Richard Farr
Executive Director, CPTA
415 Zarfoss Drive
York, PA. 17404

Contractor


MR. JOSEPH POLICARPIO
VICE PRESIDENT, GILLIG LLC
25800 CLAWITER ROAD
HAYWARD, CA 94545

11. **Insurance.** Prior to Authority issuing a Notice to Proceed, Contractor shall submit all required insurance certificates to Authority, in accordance with terms outlined in the Request for Proposals.
12. **Time of the Essence.** Time is of the essence in this Contract.
13. **Headings.** The descriptive headings used in this Contract are for convenience only and shall not control or affect the meaning or construction of any of its provisions.
14. **Severability.** In the event any part or provision of this Contract shall be determined to be invalid or unenforceable under the laws of the State or the United States, the remaining portions of this Contract shall nevertheless continue in full force and effect.
15. **Attorneys' Fees.** If CPTA or Contractor bring any action to interpret or enforce this Contract, or for damages for any alleged breach hereof, the prevailing party in such action shall be entitled to reasonable attorneys' fees, in addition to all other recoverable damages and costs.
16. **Entire Agreement.** It is expressly agreed between CPTA and the Contractor that this Contract expresses the complete agreement between said parties and supersedes all prior oral or written negotiations, agreements, and understandings between them regarding the subject matter of this Contract.
17. **Governing Law.** This Contract shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania.
18. **Subject to the Federal Transit Administration Disbursement.** This Contract and any future amendments thereto shall be subject to disbursement of funds to CPTA by the Federal Transit Administration (FTA). CPTA reserves the right to cancel the contract at any time, in accordance with the terms as outlined in the Request for Proposals, if adequate funding is not made available for the intended purchases.
19. **Assignment.** The Contract may not be assigned, transferred, conveyed, sublet or otherwise disposed of without prior consent in writing of the Executive

Director and the Contractor. CPTA may assign the exercise of option buses to various public agencies in accordance with the contract documents.

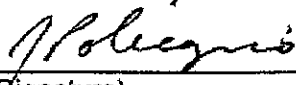
IN WITNESS WHEREOF, the parties hereunto execute this Contract effective the date set forth above.

Central Pennsylvania Transportation Authority



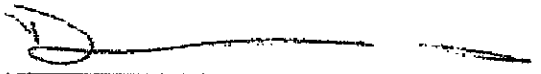
Executive Director
Richard Farr

GILLIG LLC (Contractor)




by (Signature)

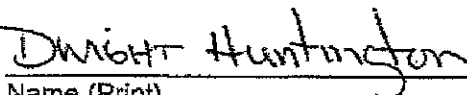
JOSEPH POLICARPIO, VICE PRESIDENT
Name, Title (Print)



Attest (Signature)



Attest (Signature)



Name (Print)
Title:

MARIBEL GONZALEZ-BECERRA

Name (Print)
Title: BID AND CONTRACT SPECIALIST

GILLIG

August 31, 2020

Mr. Chris Clark
River Valley Transit Authority
1500 West Third Street
Williamsport, PA. 17701

Dear Mr. Clark:

Thank you for your interest to purchase two (2) 30' CNG BRTPlus Low Floor buses using options from the Central Pennsylvania (York, PA Consortium) contract.

Attached you will find the price summary that would pertain to your order.

Gillig is pleased to quote the following:

<u>TWO (2)</u>	<u>30' CNG BRTPLUS LF BUSES</u>	<u>\$635,065.00 EACH</u>
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This price is valid for thirty days and is FOB Williamsport, PA. Prices exclude any taxes and license fees. The production of your buses can be scheduled within 14 months from receipt of purchase order. To maintain this production schedule we will require a firm purchase order within thirty days.

We thank you for this opportunity and appreciate your interest in Gillig and our products. Should you have any questions, please do not hesitate to contact us.

Sincerely,

Jerry Sheehan
Regional Sales Manager

cc: William Fay/Director, National Sales

PRICE VARIANCE
6/30/2020
WILLIAMSPORT, PA OFF CPTA (YORK, PA) CONTRACT
(2-6) 30' LOW FLOOR CNG BUS, SN: TBD

ITEM	CPTA	WILLIAMSPORT, PA	VARIANCE
BRT STYLING	NOT INCLUDED	BRT PLUS FRONT CAP, REAR CAP, ROOFLINE & ENGINE DOOR STYLING	18,950.00
CNG FUEL TANKS	(8) 85", TYPE III	(8) 85", TYPE IV	-
ENGINE	ISLG 280HP	18 L9-N, 280HP (NEAR ZERO ENGINE)	9,793.00
AUXILIARY ENGINE OIL FILTER	SPINNER II	SPINNER II	-
ENGINE OIL EXTRACTOR PORT	NOT INCLUDED	NOT REQUIRED	-
COOLANT FILTER	NALCOOL 3000	STANDARD FLEETGUARD	-
ENGINE FUEL FILTER	STANDARD EMI	STANDARD EMI	-
STARTER	DELCO 42MT	DELCO 42MT	-
AIR RESTRICTION INDICATOR	DONALDSON INFORMER	DONALDSON INFORMER	-
ENGINE BLOCK HEATER	NOT INCLUDED	PHILLIPS TEMRO	121.00
RADIATOR	MODINE E-FAN	EMP	2,180.00
E-COAT RAD/CAC	NOT INCLUDED	NOT REQUIRED	-
RADIATOR TANK GUARD	NOT INCLUDED	REQUIRED	256.00
ALTERNATOR	NIEHOFF C803	EMP P450	-
TRANSMISSION	ALLISON B400R	ALLISON B400R	-
FUEL SENSE SOFTWARE 2.0 PLUS	NOT INCLUDED	REQUIRED	520.00
TRANS OIL EXTRACTOR PORT	NOT INCLUDED	NOT REQUIRED	-
BRAKES	DRUM	DRUM	-
WHEEL MOUNTING	HUB PILOTED	HUB PILOTED	-
AXLE HUB SEALS	C/R OIL	C/R OIL	-
HUBODOMETER	DATA TRAC PRO 600-9999	ENGLER (STEMCO) MECHANICAL	-
HUBODOMETER GUARD	NOT INCLUDED	NOT REQUIRED	-
AUTOMATIC TRACTION CONTROL	INCLUDED	REQUIRED	-
ALUMINUM WHEELS	(6) ALUMINUM, CLEAN & BUFF	(7) ALUMINUM, FULL POLISHED W/DURABRIGHT & DURAFLANGE	2,033.00
TIRES	CUSTOMER FURNISHED	CUSTOMER FURNISHED	-
ELECTRIC STEERING ASSIST	INCLUDED	REQUIRED	-
FUEL FILL	(1) FAST FILL, (1) SLOW FILL, (1) DEFUEL	(1) FAST FILL, (1) SLOW FILL, (1) DEFUEL	-
CNG FUEL GAUGE	NOT INCLUDED	REQUIRED	186.00
FUEL MANAGEMENT SYSTEM	NOT INCLUDED	FUELMASTER AIM SYSTEM	494.00
OIL PRESSURE & COOLANT TEMP GAUGES IN ENGINE COMP'T	MECHANICAL	MECHANICAL	-
REAR HAND THROTTLE	NOT INCLUDED	NOT REQUIRED	-
ELECTRICAL TOW CONNECTION	(1) COLE HERSEE 7-WAY	(2) COLE-HERSEE 7-WAY	190.00
ENGINE SKID PROTECTION	NOT INCLUDED	NOT REQUIRED	-
BATTERIES	(2) DEKA 8D	AGM GROUP 31	998.00
BATTERY JUMP START CONN	(2) ANDERSON 350	(2) ANDERSON 350	-
WHEELCHAIR RAMP	LIFT-U LU18	LIFT-U LU18	-
HVAC MOTORS (TK)	BRUSHLESS	TK WOUND FIELD	(1,200.00)
HVAC COMPRESSOR (TK)	X426	X426	-
REFRIGERANT	R134A	R134A	-
REFRIGERANT PRESSURE DISPLAY	NOT INCLUDED	REQUIRED	356.00
FRESH AIR MAKE-UP	INCLUDED	NOT REQUIRED	(156.00)
DRIVERS HEATER MOTORS	BRUSHLESS	BRUSHLESS	-
AUXILIARY COOLANT HEATER	NOT INCLUDED	NOT REQUIRED	-
FRONT STEP HEATER	NOT INCLUDED	REQUIRED	324.00

PRICE VARIANCE
6/30/2020
WILLIAMSPORT, PA OFF CPTA (YORK, PA) CONTRACT
(2-6) 30' LOW FLOOR CNG BUS, SN: TBD

ITEM	CPTA	WILLIAMSPORT, PA	VARIANCE
EXIT DOOR HEATER	NOT INCLUDED	REQUIRED	439.00
UNDERSEAT HEATER	NOT INCLUDED	REQUIRED	458.00
AUX DRIVERS FAN	(2) INCLUDED	(2) REQUIRED	-
REAR DOOR	34" AIR OPEN/SPRING CLOSE	34" AIR OPEN/SPRING CLOSE	-
REAR DOOR CONTROLS	5 POSITION ANALOG CONTROLLER	RED PUSH BUTTONS	193.00
FRONT AD FRAME	NOT INCLUDED	NOT REQUIRED	-
CURBSIDE AD FRAME	NOT INCLUDED	NOT REQUIRED	-
STREETSIDE AD FRAME	NOT INCLUDED	NOT REQUIRED	-
REAR AD FRAME (OPEN BACK)	NOT INCLUDED	NOT REQUIRED	-
PASSENGER SEATS	AMSECO METROPOLITIAN W/A.R.M. SYSTEM	AMSECO INSIGHT W/(2) Q'ODS	8,295.00
DRIVERS SEAT	RECARO ERGO METRO AM80, W/ HEADREST & 3-PT BELT	RECARO ERGO METRO AM80, W/ HEADREST & 3-PT BELT	-
DRIVERS SEAT CUSHION ALARM	NOT INCLUDED	REQUIRED	104.00
PASSENGER SIGNALS	PULL CORDS	TOUCH TAPE	1,116.00
STOP REQUEST BUTTON AT REAR DOOR STANCHION	NOT INCLUDED	REQUIRED	63.00
DRIVERS BARRIER	FLAT MELAMINE	FLAT MELAMINE	-
MODESTY PANEL FWD OF REAR DOOR	NOT INCLUDED	REQUIRED	215.00
SCHEDULE RACKS	NOT INCLUDED	(3) INNOCOM 3.75X7"X1.5"	51.00
PASSENGER INFO STATION	NOT INCLUDED	OBIC 20/23 4P 2L-WILLIAMSPORT	535.00
STANCHIONS & GRAB RAILS	POWDER COATED	POWDER COATED	-
NYLON GRAB STRAPS	NOT INCLUDED	NOT REQUIRED	-
PASSENGER WINDOWS	STD FRAME / UPPER TRANSOM	BONDED / UPPER TRANSOM	3,803.00
HEADLAMPS	LED LOW BEAMS, LED HIGH BEAMS	LED LOW BEAMS, LED HIGH BEAMS	-
AUX EXTERIOR LAMPS	NOT INCLUDED	NOT REQUIRED	-
PLEASURE RADIO & ANTENNA	NOT INCLUDED	AM/FM/CD/MP3/USB/SD	320.00
DRIVERS SPEAKER	NOT INCLUDED	REQUIRED	60.00
2-WAY RADIO ANTENNA	NOT INCLUDED	KENWOOD NX700HK	1,329.00
BOOM MIC	NOT INCLUDED	REQUIRED	100.00
VOICE ANNUNCIATOR	NOT INCLUDED	VIA ITS	-
DESTINATION SIGNS (FRONT & CURBSIDE)	LUMINATOR AMBER	LUMINATOR AMBER	-
STREETSIDE DESTINATION SIGN	NOT INCLUDED	NOT REQUIRED	-
REAR RUN SIGN	NOT INCLUDED	NOT REQUIRED	-
DASH MTD FRONT RUN SIGN	NOT INCLUDED	NOT REQUIRED	-
HEATED FRONT SIGN GLAZING	NOT INCLUDED	NOT REQUIRED	-
FAREBOX	NOT INCLUDED	GFI ODYSSEY 36"	23,974.00
FAREBOX GUARD	NOT INCLUDED	REQUIRED	187.00
CEILING MTD FAREBOX LAMP	INCLUDED	REQUIRED	-
TRANSFER CUTTER	NOT INCLUDED	NOT REQUIRED	-
PASSENGER COUNTER	NOT INCLUDED	NOT REQUIRED	-
FLOORING MATERIAL	RCA	ALTRO	487.00
ROOF HATCHES	FRONT & REAR POWER OPEN/CLOSE	REAR POWER OPEN/CLOSE	(250.00)
EXTERIOR MIRRORS	8"X15" 2-PC, W/ REMOTE	10X14 CLASS A 2-PC, REMOTE, HEATED	660.00
MULTIPLEX ITS MODULE	NOT INCLUDED	NOT REQUIRED	-

**PRICE VARIANCE
6/30/2020
WILLIAMSPORT, PA OFF CPTA (YORK, PA) CONTRACT
(2-6) 30' LOW FLOOR CNG BUS, SN: TBD**

ITEM	CPTA	WILLIAMSPORT, PA	VARIANCE
FIRE SUPPRESSION SYSTEM	AMEREX SAFETY NET & METHANE DETECTION	AMEREX SAFETY NET & METHANE DETECTION	-
TRAFFIC LIGHT PREEMPTION	NOT INCLUDED	NOT REQUIRED	-
VIDEO SURVEILLANCE SYSTEM	REI 6-COLOR CAMERA SYSTEM W/DVR & AUDIO	TSI 11-CAMERA SYSTEM W/4TB, GPS, 7" MONITOR, EVENT SWITCH & WLAN	6,060.00
BIKE RACK	NOT INCLUDED	SPORTWORKS DL2 SSTL	1,348.00
MEDICAL AID KIT	24-UNIT	24-UNIT	-
BLOODBORN PATHOGEN KIT	NOT INCLUDED	REQUIRED	35.00
BIG GULP CUP HOLDER	NOT INCLUDED	REQUIRED	35.00
WHEEL CHOCKS	NOT INCLUDED	NOT REQUIRED	-
DASH GAUGES	AIR PRESSURE & SPEEDOMETER	AIR PRESSURE, SPEEDOMETER, OIL PRESSURE, COOLANT TEMP, VOLTMETER	150.00
ADJUSTABLE PEDALS	INCLUDED	REQUIRED	-
APC/ITS	NOT INCLUDED	AVAIL, FULL-INSTALL	29,034.00
EXTERIOR PAINT	(4) COLORS	(3) COLORS	941.00
CLEAR COAT	INCLUDED	REQUIRED	-
GRAPHICS	NOT INCLUDED	WILLIAMSPORT, PA GRAPHICS (SAME AS #194055)	4,171.00
ROOF NUMBERS	NOT INCLUDED	NOT REQUIRED	-
WARRANTY(ENGINE)	2 YEARS/UNLIMITED MILES	5YRS / 300,000 MILES	7,980.00
WARRANTY (TRANSMISSION)	2 YEARS/UNLIMITED MILES	5 YRS / 300,000 MILES	2,706.00
WARRANTY (ALL OTHERS)	BASE COVERAGE PER CONTRACT	BASE COVERAGE PER CONTRACT	-
TRAINING	NOT INCLUDED	NOT REQUIRED	-

TOTAL WILLIAMSPORT, PA VARIANCES	129,644.00
CPTA 30' LOW FLOOR CNG BUS BASE UNIT PRICE (JUL '16)	438,263.00
DELIVERY	6,266.00
WILLIAMSPORT, PA 30' LOW FLOOR CNG BUS BASE UNIT PRICE (JUL '16)	574,173.00
PPI 1413 ADJUSTMENT: 260.3 (MAY'20) / 237.7 (JUL '16) = 9.51 %	54,604.00
WILLIAMSPORT, PA 30' LOW FLOOR CNG BUS ADJUSTED PRICE	628,777.00
SPARE / TOOLING BUDGET	6,288.00
WILLIAMSPORT, PA 30' LOW FLOOR CNG BUS CURRENT PRICE (6/30/2020)	635,065.00

CONFIDENTIAL

This pricing information is intended only for the personal and confidential use of the recipient(s) to whom it was originally sent. If you are not an intended recipient of this information or an agent responsible for delivering it to an intended recipient, you are hereby notified that you have received this information in error, and that any review, dissemination, distribution, or copying of this message is strictly prohibited.