

EAGLE VALLEY TRANSPORTATION AUTHORITY

NOTICE IS HEREBY GIVEN that a special meeting of the Board of Directors of the Eagle Valley Transportation Authority, Eagle County, Colorado, has been scheduled to take place **virtually** (no in-person option) on Monday, April 1, 2024, beginning at 12:30 p.m.
The agenda for the meeting follows.

The Eagle Valley Transportation Authority Board welcomes everyone to its meetings. This meeting will only be available via Microsoft Teams. Members of the public are invited to attend via Microsoft Teams. [Please click here to join the meeting.](#)

BUSINESS MEETING AGENDA

1. Call to Order – 12:30pm
2. Consideration of Changes to Agenda
3. Board Comment
4. Public Comment - 12:35pm
Comments from the public are welcomed during public comment for any topics with the Authority's purview not included in the business agenda. Please state your name & community of residence. Please limit public comments to three minutes or less per individual. If the public is unable to attend the meeting, public comment can be shared via email at Board@EVTA.org.

BUSINESS

5. Business – 12:40pm
 - a. **Gillig Hybrid Bus Purchase**
Staff will present an Intergovernmental Agreement with Eagle County for the transfer of \$5.5m from ECO Transit to be used to purchase 5 new hybrid buses, along with the purchase order for the vehicles and related documentation.

6. Adjournment – 1:00pm

The next regular meeting of the Eagle Valley Transportation Authority Board will be held Wednesday, April 10, 2024, at 12:00pm in the Avon Council Chambers.

YOUR BOARD MEMBERSHIP

Eagle Valley Transportation Authority Board

Amy Phillips, President | *Town of Avon*
Jeanne McQueeney, Vice-Chair | *Eagle County*
Dave Eickholt, Treasurer | *Beaver Creek Metro*
Earl Bidez | *Town of Minturn*
Barry Davis | *Town of Vail*
Nick Sunday | *Town of Eagle*
Garrett Alexander | *Town of Red Cliff*

Eagle Valley Transportation Authority Board Alternates

Ray Shei | *Beaver Creek Metro*
Kathy Chandler-Henry | *Eagle County*
Russell Andrade | *Town of Avon*
Bryan Woods | *Town of Eagle*
Brian Rodine | *Town of Minturn*
Cassie Macumber | *Town of Red Cliff*
Pete Seibert | *Town of Vail*

ACCESSIBILITY INFORMATION

Posting Certification:

I hereby certify that a copy of the foregoing Notice of Regular Meeting was, by

me personally, posted to the EVTA Website at least twenty-four (24) hours prior to the meeting to meet the open records meeting law requirement of full and timely notice pursuant to Section 24-6-402(2)(c)(I), C.R.S..

/s/ Bill Ray_____

To: The Eagle Valley Transportation Authority Board

From: Tanya Allen, EVTA Executive Director

Meeting Date: 04/1/2024

SUBJECT: Gillig Hybrid Bus Purchase

RECOMMENDED ACTION:

- 1) Approve the Intergovernmental Agreement with Eagle County to fund a purchase order for Five Hybrid Gillig Buses.
 - 2) Approve the purchase order with Gillig, LLC contingent upon an executed IGA.
-

BACKGROUND:

Eagle County has agreed to transfer \$5.5m in ECO Transit funds previously budgeted for bus purchases to EVTA so that EVTA can assume responsibility for a vehicle order in progress. Upon confirmation of funds availability, EVTA will sign the purchase order and assume responsibility for all aspects of the purchase moving forward. Vehicles will be purchased using options on an existing State of Washington contract, also known as a “piggyback” arrangement. Using this contract, which meets FTA procurement rules, allows us to speed up our procurement process and access better pricing than would normally be available to an agency of our size.

FINANCIAL CONSIDERATIONS:

Payment is due upon acceptance of vehicles, expected in mid-2025. Funds will be transferred by Eagle County within 7 days of the IGA signature.

ATTACHMENTS:

1. IGA with Eagle County for Funds Transfer
2. Vehicle Price Quote
3. Vehicle Specifications
4. Cooperative Purchasing Agreement with the State of Washington

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE COUNTY OF EAGLE, STATE OF COLORADO
AND THE EAGLE VALLEY TRANSPORTATION AUTHORITY TO
FUND A PURCHASE ORDER FOR FIVE HYBRID GILLIG BUSES**

THIS INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF EAGLE, STATE OF COLORADO AND THE EAGLE VALLEY TRANSPORTATION AUTHORITY TO FUND A PURCHASE ORDER FOR FIVE HYBRID GILLIG BUSES (the “Agreement”) is made and entered into on April 15, 2024 by and between the Board of County Commissioners of the County of Eagle, State of Colorado, a body corporate and politic (the “County”) and the Eagle Valley Transportation Authority, a regional transportation authority (the “EVTA”). The County and EVTA shall be referred to individually as a “Party” and collectively be referred to as the “Parties”.

RECITALS

WHEREAS, the Eagle County Regional Transit Authority (“ECO Transit”) is a department of the County that provides public transportation services funded by voter-authorized Eagle County 0.5% Transportation Sales Tax; and

WHEREAS, the EVTA was established pursuant to Title 43, Article 4, Part 6 of the Colorado Revised Statutes by approval in November 2022 by voters in Eagle County, the towns of Avon, Eagle, Minturn, Red Cliff and Vail, and Beaver Creek Metro District, and in accordance with the Eagle Valley Transportation Authority Intergovernmental Agreement dated September 1, 2022 (the “EVTA IGA”) for the purpose of financing, constructing, operating, improving and maintaining a regional transportation system in the Eagle River Valley of Eagle County, Colorado; and

WHEREAS, pursuant to the EVTA IGA, the County and EVTA agree that the EVTA will ultimately assume responsibility for existing transit services as historically provided by ECO Transit in accordance with a framework established by the EVTA IGA Transition Plan (the “Transition Plan”), with enhancements in service being planned and developed in accordance with EVTA’s five (5)-year Transit Development Plan; and

WHEREAS, the Parties are currently working through the various phases of the Transition Plan while ensuring continuity of service for Eagle County residents and visitors, which includes the eventual transition of certain revenues and financial operations from the County to EVTA; and

WHEREAS, in order to ensure continuity of services, and due to the lead time for production of transit vehicles, the Parties recognized that prior to completion of the transition of revenues and financial operations from the County to EVTA, the EVTA must submit a purchase order for five (5) 40-foot BRT Hybrid Gillig Buses to be manufactured in accordance with a 15-month production schedule; and

WHEREAS, the County previously budgeted and appropriated funds to purchase five (5) 40-foot BRT L/F Allison eGenFlex Hybrid buses at the cost of \$986,921 per bus to be delivered somewhere between June and October, 2025 (the “Bus Order”); and

WHEREAS, the delivery time for the Bus Order extends beyond the dates set forth in the Transition Plan for the transfer of County vehicles to EVTA, and therefore the Parties wish for EVTA to assume responsibility for the Bus Order; and

WHEREAS, EVTA has received the quote attached hereto as Exhibit A, for the same Bus Order in the name of EVTA; and

WHEREAS, the County wishes to transfer funds it previously budgeted and appropriated for the Bus Order to the EVTA, consistent with the Transition Plan, so that the EVTA may assume the Bus Order; and

WHEREAS, this Agreement is for cooperation between two governmental entities pursuant to Title 29, Article 1, Part 2 of the Colorado Revised Statutes, as amended and Article XIV, Section 18 of the Colorado Constitution.

AGREEMENT:

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, the Parties hereto agree as follows:

I. Funding Commitment

- A. Within seven (7) days of approval of this Agreement, the County shall transfer to EVTA the amount of \$4,934,605 (the "Funds") to fund the Bus Order in the name of EVTA in accordance with the terms of Exhibit A and any associated purchase order to be signed by EVTA.
- B. EVTA will hold, maintain, and budget and appropriate in accordance with the requirements of law, the Funds in its own accounts for the sole purpose of funding the Bus Order in accordance with the terms of this Agreement, the associated purchase order and any other procurement requirements that may apply.
- C. In consideration for the monetary payment from the County as set forth herein, EVTA shall utilize and spend those funds solely for the purpose of paying for the Bus Order, and EVTA agrees to enter into all contracts necessary for the Bus Order at no additional cost to the County.
- D. The Parties agree that EVTA will have sole responsibility to work with the vendor without any further commitments by or responsibilities of the County, and that title to the vehicles purchased through the Bus Order will be titled in the name of EVTA and will become the property of EVTA.
- E. The Parties agree that the amount set forth herein is expected to be sufficient to complete the Bus Order and obligations set forth in that paragraph. If the Parties determine that the funds identified are not sufficient, then the Parties shall work together to identify whether an amendment to this Agreement is necessary.
- F. Notwithstanding anything to the contrary contained in this Agreement, no charges

shall be made to either Party nor shall any payment be made in excess of the amount for any work done in respect of any period after December 31 of any year without the written approval in accordance with a budget adopted by the Board of County Commissioners or EVTA Board of Directors in compliance with the provisions of Article 25, Title 30 of the Colorado Revised Statutes, or the Local Government Budget Law (C.R.S. 29-1-101 et. seq. and Tabor Amendment (Colorado Constitution, Article X, Sec. 20), as applicable.

- G. All funds received under this Agreement shall be expended solely for the purpose stated herein, and any such funds not so expended, including funds lost or diverted to other purposes, will be returned to the County.
- H. EVTA shall maintain all records pertaining to this Agreement for a minimum of three (3) years.

II. Insurance and Governmental Immunity

- A. The County and EVTA shall each provide their own insurance coverage as each Party may deem adequate and necessary for any potential liability arising from this Agreement. This paragraph shall survive termination of this Agreement.
- B. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to either Party, its officials, employees, contractors' or agents, or any other person acting on behalf of either Party and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes. This paragraph shall survive termination of this Agreement.

III. Notice

Any notice provided for herein shall be given in writing via email to the following:

THE COUNTY:

Jeff Shroll
 Eagle County Manager
 P.O. Box 850
 Eagle, Colorado 81631
Jeff.shroll@eaglecounty.us

EVTA:

Tanya Allen
 Executive Director
Tanya.Allen@EVTA.org

IV. Assignment

This Agreement shall be binding upon and inure to the benefit of EVTA and the County and their respective heirs, legal representatives, executors, administrators, successors and assigns; provided, however, that neither Party may assign nor delegate any of its rights or obligations hereunder without first obtaining the written consent of the other Party.

V. Miscellaneous

- A. The Parties of this Agreement intend that the relationship of the EVTA to the County is that of cooperating governmental entities pursuant to C.R.S. § 29-1-201, *et. seq.*, and Article XIV, Section 18 of the Colorado Constitution. No officer, agent, employee or volunteer of, or contractor for the EVTA shall be deemed to be an agent, employee or volunteer of or contractor for the County. Likewise, no officer, agent, employee or volunteer of the County shall be deemed to be an agent, employee or volunteer for the EVTA.
- B. The validity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed as if such invalid or unenforceable provisions were omitted.
- C. Each Party shall comply with all applicable laws and regulations concerning the subject matter of this Agreement.
- D. No person shall have any personal financial interest, direct or indirect, in this Agreement.
- E. The law of the State of Colorado shall be applied in the interpretation, execution and enforcement of this Agreement. Venue for any action arising out of any dispute pertaining to this Agreement shall be exclusive in Eagle County, Colorado.
- F. This Agreement represents the full and complete understanding of the Parties, and supersedes any prior agreements, discussions, negotiations, representations or understandings of Parties with respect to the subject matter contained herein.

// Signature Page to Follow //

COUNTY OF EAGLE, STATE OF
COLORADO, By and Through Its
BOARD OF COUNTY COMMISSIONERS

By: _____
Matt Scherr, Chair

Attest:

By: _____
Regina O'Brien, Clerk to the Board

EAGLE VALLEY TRANSPORTATION AUTHORITY

By: _____
Amy Phillips, Chair

Attest:

By: _____
Tanya Allen, Secretary

EXHIBIT A
QUOTE



Quote Letter

March 21, 2024

Tanya Allen
Transit Director
Eagle Valley Transit Authority
3289 Cooley Mesa Road
P.O. Box 1070
Gypsum CO 81637

Dear Tanya:

Thank you for your interest in purchasing five (5) Gillig 40 ft. BRT L/F Allison eGenFlex Hybrid buses from the State of Washington Contract 06719-01. Attached you will find the variance list and price calculation sheet that would pertain to your order.

Gillig is pleased to quote the following:

Five (5) 40 ft. BRT Hybrid buses @\$986,921 each

This price is valid for fifteen (15) days and is FOB Gypsum CO. Prices exclude any taxes and license fees. The production of your buses will begin in 15 months from date of P.O. To maintain this production schedule, we will require a firm purchase order within fifteen 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,

Joe Saldana
Regional Sales Manager
Gillig LLC
510-303-0202
jsaldana@gillig.com

PURCHASE ORDER

Washington State Transit Bus Cooperative
State Cooperative Purchasing Schedule Master Contract #06719-01 Transit Buses: Heavy
Duty, dated April 1, 2021.

Issued By:

Tanya Allen
Executive Director
Eagle Valley Transportation Authority
P.O. Box 1070
Gypsum, CO 81637

Administered By:

Elena McGrew
Enterprise Procurement Manager
Washington State Department of Enterprise Services
1500 Jefferson Street SE
Olympia, WA 98501

Contractor:

Gillig LLC
451 Discovery Drive
Livermore, CA 94551

WHEREAS, Gillig LLC (“Manufacturer”) and the State of Washington, by and through the Department of Enterprise Services, a Washington State governmental agency, executed a Master Contract dated April 1, 2021; and

WHEREAS, the Eagle Valley Transportation Authority (“EVTA”) and the State of Washington, by and through the Department of Enterprise Services, a Washington State governmental agency, executed a Cooperative Purchasing Agreement on ~~October 27, 2022~~ April, 2024 authorizing EVTA to utilize the above-referenced Master Contract as a procurement solution; and

WHEREAS, EVTA desires to purchase the below described make and model vehicle(s) from the Manufacturer in accordance with said Master Contract; and

WHEREAS, Manufacturer is authorized to do business in the State of Colorado and has the time, skill, expertise, and experience necessary to provide the vehicles as set forth below in paragraph 1 hereof; and

WHEREAS, this Purchase Agreement shall govern the relationship between the Manufacturer and EVTA in connection with the procurement of said vehicles.

NOW, THEREFORE, in consideration of the foregoing and following promises, Manufacturer and EVTA agree as follows:

1. Service Equipment:

- a. Manufacturer agrees to provide the following vehicles and associated components (hereinafter referred to as the “Equipment”) as more specifically identified in the Price Summaries and Quote Letters identified in subsections 4(a)(v) through (viii), and incorporated herein by this reference:
 - i. Five (5) 40' ALLISON EGEN FLEX HYBRID LOW FLOOR BRT BUSES

2. Compensation:

- a. ETVA shall compensate Manufacturer for the Equipment in accordance with the rates shown in the Contract Documents identified in Section 4(a) below, and calculated as follows:

	<u>Unit Cost</u>	<u>Total Cost</u>
Five (5) 40 ft. Allison EGEN Flex Hybrid Low Floor BRT Buses	\$986,921*	\$4,934,605*

*Maximum
Compensation

- b. Maximum compensation under this agreement **shall not exceed four million, nine hundred thirty-four thousand, six hundred and five dollars (\$4,934,605)** unless changes are made to this contract.
- c. EVTA will not withhold any taxes from monies paid to the Manufacturer hereunder and Manufacturer agrees to be solely responsible for the accurate reporting and payment of any taxes related to payments made pursuant to the terms of this Agreement.
- d. Payment will be made for Equipment satisfactorily delivered and accepted within thirty (30) days of receipt of a proper and accurate invoice from Manufacturer. All invoices shall include detail regarding the Equipment and such other detail as EVTA may request.
- e. Notwithstanding anything to the contrary contained in this Agreement, EVTA shall have no obligations under this Agreement after, nor shall any payments be made to Manufacturer in respect of any period after December 31 of any year, without an appropriation therefore by EVTA in accordance with a budget adopted by its governing body in compliance with Article 1, Title 29 of the Colorado Revised Statutes, the Local Government Budget Law (C.R.S. 29-1-101, *et. seq.*) and the TABOR Amendment (Colorado Constitution, Article X, Sec. 20).

3. Schedule:

- a. The Equipment shall be delivered prior to the month of June 2025, and no later than December 2025. The Equipment shall be delivered Monday through Friday. No deliveries shall be made on weekends or holidays.

4. Contract Documents:

- a. The following documents, which were agreed to by Manufacturer and are incorporated herein by this reference, collectively referred to as "Contract Documents," includes:
 - i. This Purchase Order;
 - ii. Competitive Solicitation No. 06719-01 issued March 4, 2020 regarding Heavy Duty Transit Buses; including: Introduction; Request for Proposals, Offer & Award; General Contractual Provisions; Quality Assurance Provisions; Warranty Provisions; Technical Specifications; and Appendix, and
 - iii. Manufacturer's Proposal dated June 17, 2020, including Manufacturer's Technical Proposal and Manufacturer's Price Proposal and the following completed required submissions: Bid Form; Taxpayer Identification, Certification Regarding Lobbying; Buy American Certification; Bidder's Acknowledgments and Representations Regarding Contingent Fee, Bus Testing Certification, Cooperative Purchasing Agreement, FMVSS Compliance Certification, Motor Vehicle Pollution Certification;
 - iv. Master Contract No. 06719-01 dated April 1, 2021 between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency, and Gillig LLC;

- v. Price Summary dated 3/21/24 (5 40-ft Allison EGEN Flex Hybrid Low Floor BRT Buses)
 - vi. Quote Letter dated 3/21/24 (5 40-ft Allison EGEN Flex Hybrid Low Floor BRT Buses)
- b. There are no Contract Documents other than those listed above in Section 4(a). The Contract Documents may only be altered, amended, or repealed by written amendment. The intent of the Contract Documents is to include all items, components and services necessary for the proper sale and delivery of the Equipment. The Contract Documents are complementary, and what is required by anyone shall be as binding as if required by all. Words and abbreviations which have well known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings. The Contract Documents are listed in order of priority. If a conflict exists in the terms of any of the Contract Documents, the document with a higher priority shall control.
5. Termination. EVTA may terminate this Agreement, in whole or in part, up to eight (8) months prior to line entry, for any reason, with or without cause, and without penalty therefor with written notice to the Manufacturer. EVTA shall pay Manufacturer for Equipment satisfactorily delivered and accepted prior to the date of termination.
6. Manufacturer's Agreement:
- a. Gillig LLC agrees to provide the Equipment identified above in conformance with the terms of the Contract Documents for the consideration stated herein. Your offer to provide the equipment identified above is hereby accepted as offered in your Quote Letter dated 3/21/24, in accordance with the Contract Documents.

EAGLE VALLEY TRANSPORTATION
AUTHORITY

By:

Amy Phillips,
Chair

Gillig LLC

By: _____

William F. Fay, Jr
Vice President Sales

Date: _____

CONTRACTOR IS REQUIRED TO HAVE ITS SIGNATURE NOTARIZED

STATE OF _____)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, of
_____ this _____ day of _____, 2022.

My commission expires: _____

Notary Public

PRICE VARIANCE

03/21/2024

**EAGLE COUNTY, CO OFF OF STATE OF WASHINGTON RFP# 2020 06719-01
(5) 40' ALLISON EGEN FLEX HYBRID LOW FLOOR BRT BUSES, SN: TBD**

ITEM	STATE OF WASHINGTON, WA	EAGLE COUNTY, CO	VARIANCE
BRT STYLING	NOT INCLUDED	BRT FRONT & REAR CAP ONLY	13,950.00
CUMMINS ENGINE	B6.7, 280 HP (DIESEL HYBRID)	B6.7, 280 HP (DIESEL HYBRID)	-
AUXILIARY ENGINE OIL FILTER	NOT INCLUDED	NOT REQUIRED	-
COOLANT FILTER	STD FLEETGUARD	STD FLEETGUARD	-
ENGINE FUEL FILTER	STD FLEETGUARD	STD FLEETGUARD	-
STARTER	NOT INCLUDED	NOT REQUIRED	-
ALTERNATOR	VANNER BELTLESS	VANNER BELTLESS	-
ENGINE BLOCK HEATER	NOT INCLUDED	PHILLIPS TERMO	140.00
AIR RESTRICTION INDICATOR	DONALDSON INFORMER	DONALDSON INFORMER	-
RADIATOR	MODINE E-FAN	EMP ELECTRIC	1,256.00
E-COAT RAD/CAC	NOT INCLUDED	REQUIRED	904.00
RADIATOR TANK GUARD	NOT INCLUDED	NOT REQUIRED	-
ENGINE OIL EXTRACTOR PORT	NOT INCLUDED	NOT REQUIRED	-
ENGINE OIL DRAIN	MAGNETIC DRAIN PLUG	MAGNETIC DRAIN PLUG	-
TRANSMISSION	ALLISON EGEN FLEX HYBRID	ALLISON EGEN FLEX HYBRID	-
DEPOT MODE & START STOP	INCLUDED W/ ALLISON EGEN FLEX HYBRID	INCLUDED W/ ALLISON EGEN FLEX HYBRID	-
ELECTRIC AIR COMPRESSOR & HYD STEERING PUMP	NOT INCLUDED	REQUIRED	17,436.00
TRANS OIL EXTRACTOR PORT	NOT INCLUDED	NOT REQUIRED	-
BRAKES	DISC BRAKES	DISC BRAKES	-
AXLE HUB SEALS	GREASE SEALS	C/R OIL SEALS	-
MAGNETIC AXLE DRAIN PLUGS	INCLUDED	REQUIRED	-
AUTOMATIC TRACTION CONTROL	INCLUDED	REQUIRED	-
HUBODOMETER	NOT INCLUDED	STEMCO	79.00
HUBODOMETER GUARD	NOT INCLUDED	NOT REQUIRED	-
WHEEL MOUNTING	HUB PILOTED	HUB PILOTED	-
WHEELS	(6) POWDER COATED STEEL WHEELS	(7) POWDER COATED STEEL WHEELS	150.00
TIRES	CUSTOMER SUPPLIED	GILLIG SUPPLIED (7) MICHELIN	5,586.00
ELECTRIC STEERING ASSIST	NOT INCLUDED	REQUIRED	2,494.00
VIP TEXTURED STEERING WHEEL	NOT INCLUDED	REQUIRED	79.00
DROP DOWN AUTOMATIC CHAINS	NOT INCLUDED	REQUIRED	2,750.00
DIESEL FILL	EMCO WHEATON	DUAL FILL GRAVITY FILL	834.00
DASH FUEL GAUGE	NOT INCLUDED	REQUIRED	134.00
OIL PRESSURE & COOLANT TEMP GAUGES IN ENGINE COMP'T	ELECTRIC	HVAC HOUR METER	50.00
SWAT SWITCH	NOT INCLUDED	NOT REQUIRED	-
ELECTRICAL TOW CONNECTION	NOT INCLUDED	NOT REQUIRED	-
AD-IP AIR DRYER	NOT INCLUDED	REQUIRED	675.00
ENGINE SKID PROTECTION	NOT INCLUDED	NOT REQUIRED	-
A-POST SKID PLATES	NOT INCLUDED	NOT REQUIRED	-
HORN SPLASH SHIELD	NOT INCLUDED	NOT REQUIRED	-
REAR HAND THROTTLE	NOT INCLUDED	NOT REQUIRED	-
INSULATION	LEVEL 1	LEVEL 2	869.00
BATTERY TYPE	(2) DEKA 8D	(2) DEKA 8D	-
BATTERY JUMP START CONN	INCLUDED (REAR CONNECTION)	INCLUDED (REAR CONNECTION)	-
WHEELCHAIR RAMP	LIFT-U LU18	LIFT-U LU18	-
HVAC MOTORS (TK)	BRUSHLESS	TK TEA 14 ELECTRIC HVAC	2,515.00

PRICE VARIANCE

03/21/2024

EAGLE COUNTY, CO OFF OF STATE OF WASHINGTON RFP# 2020 06719-01
(5) 40' ALLISON EGEN FLEX HYBRID LOW FLOOR BRT BUSES, SN: TBD

ITEM	STATE OF WASHINGTON, WA	EAGLE COUNTY, CO	VARIANCE
HVAC COMPRESSOR (TK)	S391	ENCLOSED	-
REFRIGERANT	R134A	R407C	-
REFRIGERANT PRESSURE DISPLAY	NOT INCLUDED	NOT REQUIRED	
DRIVERS HEATER MOTORS	BRUSHLESS	BRUSHLESS	-
FRESH AIR MAKE-UP	NOT INCLUDED	NOT REQUIRED	-
AUXILIARY COOLANT HEATER	NOT INCLUDED	PRO HEAT X30	2,596.00
FRONT STEP HEATER	NOT INCLUDED	REQUIRED	324.00
EXIT DOOR HEATER	NOT INCLUDED	REQUIRED	458.00
REAR CURBSIDE HEATER	NOT INCLUDED	REQUIRED	458.00
REAR STREETSIDE HEATER	NOT INCLUDED	NOT REQUIRED	-
DASH FAN(S)	NOT INCLUDED	(2) REQUIRED	178.00
SENSITIVE EDGE	NOT INCLUDED	NOT REQUIRED	-
REAR DOOR	34" AIR OPEN/SPRING CLOSE	34" AIR OPEN/SPRING CLOSE	-
REAR DOOR CONTROLS	FULL DRIVER CONTROL	FULL DRIVER CONTROL	-
VAPOR ELECTRONIC DOOR CONTROL W/ BUTTONS	NOT INCLUDED	NOT REQUIRED	
EXTERIOR FRONT DOOR RELEASE	NOT INCLUDED	NOT REQUIRED	-
ELECTRICAL EQUIPMENT CABINET	44" W/(2) FANS	44" W/(2) FANS	-
SS WHEELWELL STORAGE BOX (AFT ELECTRICAL BOX)	NOT INCLUDED	NOT REQUIRED	-
CS WHEELWELL STORAGE BOX	NOT INCLUDED	REQUIRED	550.00
FRONT WHEELWELL PACKAGE RACK	NOT INCLUDED	NOT REQUIRED	-
PASSENGER INFO STATION	NOT INCLUDED	OBIC 14" X 20" TOP LOAD HOLDER	275.00
SCHEDULE RACKS	NOT INCLUDED	NOT REQUIRED	-
INTERIOR AD FRAMES	NOT INCLUDED	NOT REQUIRED	-
EXTERIOR AD FRAMES	NOT INCLUDED	NOT REQUIRED	-
PASSENGER SEATS	AMSECO INSIGHT	AMSECO INSIGHT W/ QSTRAINT BELTS (PER EAGLE COUNTY SEAT LAYOUT AND SPECS)	11,745.00
USB PORTS MOUNTED ON SEATS	NOT INCLUDED	NOT REQUIRED	-
REAR SEAT RISERS FOR FWD FACING SEATS	NOT INCLUDED	NOT REQUIRED	-
FRONT WHEELWELL VERTICAL STANCHIONS	NOT INCLUDED	NOT REQUIRED	-
DRIVERS SEAT	RECARO ERGO METRO W/ HEADREST & 2-PT BLACK BELT	USSC G2 W/ 3 PT BELT	2,397.00
SEAT SHOULDER BELT	NOT INCLUDED	NOT REQUIRED	-
SEAT CUSHION ALARM	NOT INCLUDED	NOT REQUIRED	-
SEAT ARMREST	NOT INCLUDED	NOT REQUIRED	-
PASSENGER SIGNALS	PULL CORDS	PULL CORDS	-
STOP REQUEST AT REAR DOOR STANCHION	NOT INCLUDED	NOT REQUIRED	-
STOP REQUEST LAMP AT DASH	NOT INCLUDED	NOT REQUIRED	
DRIVERS BARRIER	WRAP AROUND W/OUT SCHEDULE HOLDERS	WRAP AROUND W/OUT SCHEDULE HOLDERS	-
DRIVERS PROTECTION BARRIER	NOT INCLUDED	NOT REQUIRED	
MODESTY PANEL FWD OF REAR DOOR	NOT INCLUDED	REQUIRED	223.00
OVERHEAD GRAB STRAPS	NOT INCLUDED	(8) REQUIRED	200.00
STANCHIONS	YELLOW POWDER COATED	SSTL	-

PRICE VARIANCE

03/21/2024

EAGLE COUNTY, CO OFF OF STATE OF WASHINGTON RFP# 2020 06719-01
(5) 40' ALLISON EGEN FLEX HYBRID LOW FLOOR BRT BUSES, SN: TBD

ITEM	STATE OF WASHINGTON, WA	EAGLE COUNTY, CO	VARIANCE
PASSENGER WINDOWS	STD FRAME / UPPER TRANSOM	BONDED / UPPER TRANSOM W/ QUICK CHANGE FEATURE	11,623.00
GLAZING GUARDS	NOT INCLUDED	NOT REQUIRED	
HEAD LAMPS	LED LOW & HIGH BEAMS	LED LOW & HALOGEN HIGH BEAMS	(250.00)
STOP/TAIL/TURN/BACK UP LAMPS	4" ROUND DIALIGHT LED	4" ROUND DIALIGHT LED	-
REAR CAP GRILLE LOWER CENTER STOP LAMPS	(2) 4" RED LED LAMPS	(2) 18" RED LED STRIP LAMPS	175.00
CORNERING LAMPS AT REAR WHEELS CS & SS	NOT INCLUDED	REQUIRED	125.00
YIELD SIGN	NOT INCLUDED	REQUIRED	649.00
BATTERY COMPARTMENT LAMPS	NOT INCLUDED	NOT REQUIRED	-
INTERIOR LAMPS	LED I/O CONTROLS	LED I/O CONTROLS	-
PLEASURE RADIO	NOT INCLUDED	REQUIRED	380.00
2-WAY RADIO & ANTENNA	PRE-WIRE W/ANTENNA	MOTOROLA APX 4500	5,114.00
PA SYSTEM/VOICE ANNUCIATOR	STD REI	INCL W/ ITS SYSTEM	-
CAD / AVL ITS SYSTEM	NOT INCLUDED	CLEVER DEVICES IVAN 5 (PER EAGLE COUNTY, CO SPECS)	43,089.00
GEO FENCING USING VIRICITI TELEMATICS (FOR EV MODE IN GREEN ZONES) W/ 2 YEAR SUBSCRIPTION	NOT INCLUDED	REQUIRED (BUDGETARY ONLY)	3,500.00
DRIVERS SPEAKER	NOT INCLUDED	REQUIRED	80.00
HAND HELD MIC	INCLUDED	REQUIRED	-
BOOM MIC	INCLUDED	REQUIRED	-
HEATED FRONT GLAZING	NOT INCLUDED	REQUIRED	214.00
DESTINATION SIGNS - FRONT, CURBSIDE & REAR	TWIN VISION AMBER	LUMINATOR (F,CS) WHITE	778.00
DASH MTD LED FRONT RUN SIGN	NOT INCLUDED	LUNIMATOR WHITE	750.00
FAREBOX	PRE-WIRE ONLY	NOT REQUIRED	-
FAREBOX GUARD	INCLUDED	REQUIRED	-
CEILING MTD FAREBOX LAMP	NOT INCLUDED	NOT REQUIRED	
TRANSFER CUTTER	NOT INCLUDED	NOT REQUIRED	-
PASSENGER COUNTER	NOT INCLUDED	HELLA APC (INCLUDED W/ CAD/AVL ITS SYSTEM)	-
FULL COMPOSITE FLOOR	NOT INCLUDED	NOT REQUIRED	-
FLOORING MATERIAL	ALTRO	ALTRO	-
ROOF HATCHES	(1) REAR MANUAL	(2) FRONT & REAR MANUAL	317.00
EXTERIOR MIRRORS	8" X 8" 1-PC, NON-HEATED W/ REMOTE	8" X 8" 1-PC, NON-HEATED W/ REMOTE W/ CONVEX	125.00
FIRE SUPPRESSION	AMEREX V-25	NOT REQUIRED	(2,099.00)
TRAFFIC LIGHT PREEMPTION	NOT INCLUDED	NOT REQUIRED	-
VIDEO SURVEILLANCE	NOT INCLUDED	APOLLO VIDEO SYSTEM (8) CAMERAS W/ 4 TB HDD (PER EAGLE COUNTY, CO SPECS)	10,586.00
BACK UP CAMERA W/ DASH MOUNTED MONITOR	NOT INCLUDED	NOT REQUIRED	-
BIKE RACK	SPORTWORKS MOUNTING BRACKETS ONLY	SPORTWORKS MOUNTING BRACKETS ONLY	-
BIKE RACK MIRROR	NOT INCLUDED	NOT REQUIRED	-
BIKE RACK DEPLOYED LAMP	NOT INCLUDED	NOT REQUIRED	
MEDICAL AID KIT	NOT INCLUDED	REQUIRED	69.00

PRICE VARIANCE

03/21/2024

**EAGLE COUNTY, CO OFF OF STATE OF WASHINGTON RFP# 2020 06719-01
(5) 40' ALLISON EGEN FLEX HYBRID LOW FLOOR BRT BUSES, SN: TBD**

ITEM	STATE OF WASHINGTON, WA	EAGLE COUNTY, CO	VARIANCE
BLOODBORN PATHOGEN KIT	NOT INCLUDED	REQUIRED	35.00
BIO-HAZARD KIT	NOT INCLUDED	NOT REQUIRED	-
WHEEL CHOCKS (SET)	NOT INCLUDED	NOT REQUIRED	-
DRIVERS DASH GAUGES	NOT INCLUDED	(2) REQUIRED	100.00
12V POWER PORT AT DASH	NOT INCLUDED	REQUIRED	125.00
BIG GULP CUP HOLDER	NOT INCLUDED	REQUIRED	35.00
WASTE CONTAINER HOLDER AT CURBSIDE WHEELWELL	NOT INCLUDED	REQUIRED	170.00
I/O PROGRAM MODULE	NOT INCLUDED	NOT REQUIRED	-
ADJUSTABLE PEDALS	NOT INCLUDED	REQUIRED	1,130.00
EXTERIOR PAINT	1-COLOR	2-COLOR	2,150.00
CLEAR COAT	NOT INCLUDED	NOT REQUIRED	-
EXTERIOR GRAPHICS	BUS NUMBERS ONLY	CUSTOM GRAPHICS (PER EAGLE COUNTY, CO SPECS)	3,320.00
ROOF NUMBERS	NOT INCLUDED	NOT REQUIRED	-
EXT WARRANTY (BASIC BUS)	24 MONTHS / 100,000 MILES	12 MONTHS / 50,000 MILES	(500.00)
EXT WARRANTY (STRUCTURAL INTEGRITY CORROSION)	144 MONTHS / 500,000 MILES	84 MONTHS / 350,000 MILES	(1,000.00)
EXT WARRANTY (ENGINE B6.7)	24 MONTHS / UNL MILES	24 MONTHS / UNL MILES	-
WARRANTY (ALLISON HYBRID)	24 MONTHS / UNL MILES	24 MONTHS / UNL MILES	-
WARRANTY (ALL OTHERS)	BASE COVERAGE PER CONTRACT	BASE COVERAGE PER CONTRACT	-
TRAINING	NOT INCLUDED	NOT REQUIRED	-

TOTAL EAGLE COUNTY CO, VARIANCES	150,095.00
STATE OF WASHINGTON, WA 40' ALLISON HYBRID BRT LOW FLOOR BASE UNIT PRICE (APRIL 2021)	649,642.00
DELIVERY	2,912.00
EAGLE COUNTY, CO, 40' ALLISON HYBRID BRT LOW FLOOR BASE UNIT PRICE	802,649.00
PPI 1413 ADJUSTMENT PER WA STATE CONTRACT AMENDMENT #1= (11.78%)	94,552.00
PPI 1413 ADJUSTMENT PER WA STATE CONTRACT AMENDMENT #3= (15%) ONE TIME REDUCTION TO (10%)	89,720.00
SPARE / TOOLING BUDGET	-
EAGLE COUNTY, CO 40' ALLISON HYBRID BRT LOW FLOOR ADJUSTED CURRENT PRICE (03/21/2024)	986,921.00

CONFIDENTIAL

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Washington State DEPARTMENT OF ENTERPRISE SERVICES

COOPERATIVE PURCHASING AGREEMENT

FOR

TRANSIT BUSES

CONTRACT NO. 06719

This Cooperative Purchasing Agreement for Transit Buses (“Agreement”) 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 _____ the Eagle Valley Transportation Authority _____, a _____ Regional Transportation Authority _____ (“Authorized Purchasing Entity”) and is dated and effective as of March 29, 2024.

RECITALS

- A. Pursuant to Legislative authorization, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish procurement solutions, including statewide contracts (“Contract”), for goods and/or services to support Washington state agencies. *See* RCW 39.26.050(1). The Washington State Legislature also has authorized Enterprise Services to make these contracts available, pursuant to an agreement in which Enterprise Services ensures full cost recovery, to other local or federal government agencies or entities, public benefit nonprofit organizations, and any tribes located in the State of Washington. *See* RCW 39.26.050(1) & (2).
- B. In addition, Enterprise Services is authorized “to participate in, sponsor, conduct, or administer a cooperative purchasing agreement.” *See* RCW 39.26.060(1).
- C. Cooperative Purchasing Agreements provide an opportunity for Enterprise Services to meet the needs of its customers and, by designing and developing the Competitive Solicitation and resulting Contract to include the opportunity for cooperative utilization by Authorized Purchasing Entities through a Cooperative Purchasing Agreement, to meet the needs of similarly situated purchasing entities who collectively enable an innovative, cost-effective, and efficient procurement solution for awarded contractors and eligible purchasers.
- D. The above-referenced Contract was competitively bid, evaluated, and awarded pursuant to the State of Washington’s procurement laws for goods/services. *See* RCW 39.26. The procurement and resulting Contracts were designed to create competition and awarded contractors for a variety of Transit Buses (contract categories).

- E. The above-referenced Contract was designed to and meets Federal Transit Administration (“FTA”) requirements for a State Cooperative Purchasing Contract under the FAST Act Sec. 3019. See Pub.L. 114-94.
- F. There are no pending protests or lawsuits pertaining to the procurement or award of the Contract.
- G. Enterprise Services maintains procurement and contract records pertaining to the Contract including the Competitive Solicitation, Bid Tab, Bidder Profiles, and resulting Contracts. In addition, Enterprise Services Transit Buses website identifies the various awarded contractors.
- H. The purpose of this Agreement is to enable the Authorized Purchasing Entity to utilize the above referenced Contract consistent with the terms thereof and the terms and conditions set forth herein.

A G R E E M E N T

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

1. **TERM.** Upon execution, this Cooperative Purchasing Agreement shall continue for the term of the applicable Contract, as amended or extended; *Provided*, however, that, upon written notice to Enterprise Services, Purchasing Entity may terminate its participation in this Cooperative Purchasing Agreement and its ability to utilize the above-referenced Contract.
2. **AUTHORIZATION TO UTILIZE THE CONTRACT.** Consistent with the terms and conditions of the Contract and Purchasing Entity’s applicable procurement law, Purchasing Entity is authorized to utilize the above-referenced Contract as a procurement solution. The State of Washington makes no representation or warranty regarding Purchasing Entity’s governing law or whether the Contract is an appropriate procurement solution for Purchasing Entity.
3. **CONTRACTOR CONSENT.** Consistent with its applicable procurement authority, Purchasing Entity may propose and negotiate jurisdiction-specific terms with the applicable awarded Contractor to meet Purchasing Entity’s needs; *Provided*, however, that any such jurisdiction-specific modifications are subject to agreement with the applicable awarded Contractor. **Under no circumstances, however, will Purchasing Entity’s jurisdiction-specific modifications change or modify the Contract obligations between the State of Washington and the applicable awarded Contractor.** Upon execution of Purchasing Entity’s agreement with the applicable awarded Contractor, Purchasing Entity shall provide a copy of the same to Enterprise Services prior to making any purchases under the Contract.
4. **VENDOR MANAGEMENT FEE.** The Vendor Management Fee set forth in the Contract shall be paid by the applicable Contractor to Enterprise Services on all applicable purchases. In no event shall Purchasing Entity modify, waive, or terminate the Vendor Management Fee. Any such modification, waiver, or termination of the Vendor Management Fee shall be deemed a material breach of this Agreement and shall terminate the Agreement; and, in the event Purchasing Entity attempts to modify, waive, or terminate the Vendor Management Fee, Purchasing Entity shall, by such act, agree to notify Enterprise Services of the same and to pay to Enterprise Services, within thirty (30) days, the equivalent of the otherwise applicable Vendor Management Fee.

5. ACCURATE PURCHASES. Purchasing Entity shall make orders within the scope of the Contract. Any purchases outside of the scope of the Contract shall constitute a breach of this Agreement. IN the event of such breach, Enterprise Services may terminate this Agreement, including the authorization for any purchases by Purchasing Entity under the Contract. Purchasing Entity represents and warrants that it shall use reasonable, good faith efforts to assist the Contractor in obtaining and reporting to Enterprise Services accurate purchases under the Contract for purposes of the applicable Vendor Management Fee.
6. AGREEMENT MANAGEMENT; NOTICES; PURCHASING ENTITY CONTRACT ADMINISTRATOR.

- (a) AGREEMENT MANAGEMENT; NOTICES. The parties hereby designate the following contacts as the respective single points of contact for purposes of this Agreement. The parties may change such individuals by written notice as set forth below. Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services	Eagle Valley Transportation Authority
Attn: Bus Purchases	Attn: Tanya Allen, Executive Director
Department of Enterprise Services	3289 Cooley Mesa Road
PO Box 41411	PO Box 1070
Olympia, WA 98504-1411	Gypsum, CO, 81637
Email: buspurchases@des.wa.gov	Tel: (970) 376-2088
	Email: tanya.allen@evta.org

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

- (b) PURCHASING ENTITY INFORMATION. Purchasing Entity hereby designates the following contract administrator as the single point of contact for business activities under this Agreement.

Purchasing Entity Information	
Organization Name	Eagle Valley Transportation Authority
Tax Identification Number	92-1125468
State Business Identification Number (Required for Non-Profit entities)	N/A
Contact Name for Contract Administrator	Tanya Allen
Title	EVTA Executive Director
Address	3289 Cooley Mesa Road PO Box 1070
City, State, Zip	Gypsum, CO, 81637
Phone Number	(970) 376-2088
Email Address	tanya.allen@evta.org

7. **COMMUNICATION.** In the event Purchasing Entity becomes aware of a significant contract performance issue pertaining to the Contract that, in Purchasing Entity's reasonable judgment, could adversely impact the State of Washington, Purchasing Entity shall communicate the same to Enterprise Services.
8. **CONTRACTOR DISPUTES.** Purchasing Entity is responsible for resolving any disputes between itself and the applicable Contract Contractor regarding its purchases. Purchasing Entity shall notify Enterprise Services of any material dispute between Purchasing Entity and the applicable Contract Contractor. When appropriate, Enterprise Services may assist Purchasing Entity in resolving such disputes.
9. **NO LIABILITY.** Other than those obligations expressly set forth in this Agreement, including the right of the State of Washington to the Vendor Management Fee, the parties shall have no liability whatsoever to each other with regard to transactions arising out of this Agreement or the Contract.
10. **TAXES/FEES.** Unless otherwise agreed with Contractor, Purchasing Entity shall pay applicable sales and use taxes imposed by the tax jurisdictions in which purchase delivery occurs. Contractor agrees not make any charge for federal excise taxes and Purchasing Entity shall furnish Contractor with an exemption certificate where appropriate.
11. **SCOPE OF PARTICIPATION.** Purchasing Entity shall provide Enterprise Services with Purchasing Entity's estimates for purchases under the Contract. Purchasing Entity shall provide timely updates regarding such estimated purchases if there is a material change in such planned purchases. The purchasing estimates are for Enterprise Services' planning purposes in managing and approving purchases on the Contract.

Category	Estimated Purchases
Heavy Duty	5 Gillig Hybrid Buses
Light/Medium Duty	
Double Decker	
Rebuilt	
Refurbish	
Repower	

12. **APPROVAL PROCESS.** Purchasing Entity shall submit purchase information to Enterprise Services for approval of purchases under the Contract. Purchasing Entity shall provide necessary purchase information for each purchase including but not limited to, the final purchase order, the use of FTA funding, FTA grant number, and applicable Department of Transportation contact for approval. Enterprise Services shall include the respective state Department of Transportation for purchasing using FTA funds which require state DOT approval.

13. GENERAL PROVISIONS

- (a) **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations and representations. There are no representations or understandings of any kind not set forth herein.
- (b) **AMENDMENT OR MODIFICATION.** Except as set forth herein, this Agreement may not be amended or modified except in writing signed by a duly authorized representative of each party.

- (c) **AUTHORITY.** Each party to this Agreement, 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 Agreement and that its execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- (d) **ELECTRONIC SIGNATURES.** An electronic signature or electronic record of this Agreement or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such other ancillary agreement for all purposes.
- (e) **COUNTERPARTS.** This Agreement 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 Agreement 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 Agreement.

EXECUTED as of the date and year first above written.

TRANSIT BUSES COOPERATIVE
STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

AUTHORIZED PURCHASING ENTITY
AGENCY
NAME

By: _____
 Name: _____
 Title: _____

By:  _____
 Name: Tanya Allen
 Title: Executive Director

Return this Agreement to Enterprise Services at:
 buspurchases@des.wa.gov