

1 [Agreement - King Metro County and New Flyer America Inc. - Not to Exceed \$98,717,875]

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3 **Resolution retroactively authorizing the San Francisco Municipal Transportation**
4 **Agency to enter into a Bus Options Assignment Agreement with the Department of**
5 **Transportation of King County, Washington (King County Metro) and New Flyers of**
6 **America, Inc., for the purchase of 60 articulated trolley buses and related tools, training**
7 **and spare parts, in an amount not to exceed \$98,717,875 for a term not to exceed six**
8 **years.**

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10 WHEREAS, Since 2011, the San Francisco Municipal Transportation Agency (SFMTA)
11 has been working with King County Metro (King County) in Seattle to jointly procure standard
12 and articulated trolley buses; and

13 WHEREAS, King County issued a competitive request for proposals in May 2012 to
14 procure 100 standard trolley buses, with an option for 250 additional standard buses, and 55
15 articulated trolley buses, with an option for 125 additional trolley buses; and

16 WHEREAS, King County expects to award the contract in June 2013; and

17 WHEREAS, The SFMTA has a fleet of 60 articulated New Flyer buses purchased in
18 1992 that are beyond the end of their useful life; and

19 WHEREAS, SFMTA currently wishes to purchase 60 articulated trolley buses from the
20 King County procurement to replace the 1992 New Flyer trolley buses and plans to procure
21 additional trolley buses when funding is identified and secured; and

22 WHEREAS, Under Administrative Code Section 21.16, the SFMTA is authorized to
23 utilize the competitive procurement process of another public agency to make purchases of
24 commodities for the use of the City under the terms established in that agency's competitive
25 procurement process and as agreed upon by the City and the procuring agency; and

1 WHEREAS, Acquiring trolley buses through the King County competitive procurement
2 process will save the public significant taxpayer funds, serve the public interest in improved
3 public transit and yield tangible benefits to both agencies, including (1) acquiring new vehicles
4 at the best price by minimizing the necessary supplier engineering investment, and taking
5 advantage of economies of scale; (2) reducing the operating costs of the agencies; (3)
6 improving the reliability of the service;(4) avoiding the unnecessary and considerable
7 expenditure of federal and local funds for two separate yet identical procurement processes
8 with the same vendors; and (5) ensuring that the ambitious environmental policy goals at the
9 local, state and federal levels are exceeded through the purchase of zero-emission vehicles;
10 and

11 WHEREAS, King County announced on June 17, 2013 that it awarded the contract to
12 New Flyer of America; and

13 WHEREAS, The SFMTA will have to negotiate with New Flyer minor changes to the
14 buses to suit Muni requirements, but estimates that the cost for all buses, equipment, manuals
15 and spare parts will not exceed \$98,717,875; and

16 WHEREAS, The SFMTA believes that the proposed transaction is in the best interests
17 of the City; and

18 WHEREAS, On June 4, 2013, pursuant to Resolution No. 13-066, the SFMTA Board of
19 Directors authorized the SFMTA to enter into a Bus Options Assignment Agreement with King
20 County and the selected vendor to acquire 60 articulated trolley buses, associated equipment,
21 training, manuals, spare parts and taxes at a cost not to exceed \$98,717,875; now, therefore,
22 be it

23 RESOLVED, That the Board of Supervisors authorizes the SFMTA to enter into a Bus
24 Options Assignment Agreement with King County and New Flyer of America Inc. to acquire 60
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1 articulated trolley buses, associated equipment and spare parts at a cost not to exceed
2 \$98,717,875; and, be it

3 FURTHER RESOLVED, That within thirty (30) days of the agreement being fully
4 executed by all parties, the SFMTA shall provide the final agreement to the Clerk of the Board
5 for inclusion into the official file (File No. 130713).

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