

MEMORANDUM

TO: Board of Trustees

THROUGH: Mike Bandelin, Interim General Manager

FROM: Mike Bandelin, Interim General Manager

SUBJECT: Review, discuss and possibly approve a Sole Source finding **and** review, discuss and possibly approve an Equipment Purchase Agreement for the procurement of a 14-Passenger Shuttle Van – 2022/2023 Capital Project: Fund: Community Services; Division: Ski; Project # 3469HE1740; Project Type: Rolling Stock; Vendor: Creative Bus Sales in the amount of \$141,767.

RELATED STRATEGIC PLAN BUDGET INITIATIVE(S): **LONG RANGE PRINCIPLE #5 – ASSETS AND INFRASTRUCTURE** The District will practice perpetual asset renewal, replacement and improvement to provide safe and superior long term utility services and recreation venues, facilities, and services.

RELATED DISTRICT POLICIES, PRACTICES, RESOLUTIONS OR ORDINANCES Capital Planning Multi-Year Capital Planning Policy 12.1.0; Capital Planning Capital Project Budgeting Policy 13.1.0; Capital Planning Capital Expenditures Practice 13.2.0; Purchasing Policy for Goods and Services Policy 20.1.0

DATE: August 30, 2023

I. RECOMMENDATION

That the Board of Trustees makes a motion to:

1. Make the following finding: IVGID's purchase of a 14-passenger shuttle van from Creative Bus Sales is exempt from competitive solicitation for the following reasons: NRS 332.115.1.(o).
2. Authorize and award an equipment purchase agreement between The District and Creative Bus Sales in the amount of \$141,767.
3. Authorize the Interim General Manager to execute the contract in substantially the form presented.

II. BACKGROUND

The recommendation before you for the proposed procurement of the 14-passenger shuttle van is included and approved within the Districts FY 2022-2023 Capital Improvement Plan within the Ski Division 340 Fund.

The proposed vehicle purchase project is described as an additional shuttle van to the current inventory of customer transportation vehicles at the ski venue, which includes two (2) 36-passenger shuttle busses and two (2) parking lot passenger trams towed by two (2) 4wd trucks.

The justification of the proposed purchase allows Diamond Peak staff to accommodate the pickup and return of customers via the daily Village shuttle routes with a smaller shuttle vehicle versus the large capacity shuttle busses during mid-week periods. Additionally, the 14-passenger shuttle van does not require the recruitment of personnel that currently hold a valid Nevada Commercial Driver's License to operate the vehicle. Staff will note that recruiting CDL's drivers, which is a requirement to operate the District's 36-passenger shuttle busses, has become a very large task as the candidate pool is low and staff have not been very successful in obtaining qualified personnel.

III. BID RESULTS

The proposed purchase agreement is in compliance with the Districts Purchasing Policy for Goods and Services, Policy 20.1.0 – 3.1 and NRS 332.115. This purchase is exempt from competitive solicitation requirements. The project is a sole source purchase from Creative Bus Sales, and staff did not seek competitive bids for the proposed vehicle and meets:

NRS 332.115 Contracts not adapted to award by competitive solicitation; purchase of certain equipment by local law enforcement agency, response agency or other local governmental agency; purchase of goods commonly used by hospitals.

1. Contracts which by their nature are not adapted to award by a competitive solicitation, including contracts for:

(o) Supplies, materials, equipment or services that are available pursuant to an agreement with a vendor that has entered into an agreement with the General Services Administration or another federal governmental agency located within or outside this State.

Purchase Agreement:

Staff will inform the District Board of Trustees that this proposed purchase will utilize the agreement presented from Creative Bus Sales versus the Districts equipment purchase agreement. Staff will also note that District counsel has agreed to this exercise and has been accommodated with their suggested changes to the agreement. The (Agreement) is included in Attachment 1. The Agreement has been reviewed and approved by the District's legal counsel.

IV. FINANCIAL IMPACT AND BUDGET

The Districts Capital Improvement Program Budget for the (340 Ski Fund) in FY 2022/2023 includes funding of \$125,000 for the purchase of the 14-passenger shuttle van within Project # 3469HE1740. The proposed purchase at \$141,767 is \$16,767 over the allocated funding for the project. The table below identifies the (340 ski fund) projects related to ski area customer transportation replacement projects, with a plan amount of \$495,400.

Project	Budget Year	Amount
Replace 2010 30-Passenger Shuttle	2024/2025	\$175,000
Replace 2010 36-Passenger Shuttle	2024/2025	\$175,000
Replace 2007 4WD Tram Truck	2025/2026	\$50,000
Replace 2007 4WD Tram Truck	2025/2026	\$50,000
Replace 1991 Passenger Tram	2025/2026	\$22,700
Repalce 1993 Passengeer Tram	2025/2026	\$22,700
Five Year Capital Plan Total		\$495,400

V. ALTERNATIVES

The District Board of Trustees may defer or delay the proposed 14-passenger shuttle van purchase project.

VI. COMMENTS

In conclusion;

1. The 14-passenger shuttle van is an addition to the customer transportation fleet at the ski venue.
2. The 14-passenger shuttle van project is funded through the FY 2023/2024 Capital Improvement Project; Fund: Community Services; Division; Ski; Project #3469HE1740; Amount; \$125,000.
3. The proposed equipment purchase through Creative Bus Sales is in the amount of \$141,767.
4. The proposed purchased exceeds the planned, budgeted and funded amount by \$16,767.
5. The District will be utilizing Capital Bus Sales purchase agreement with additions provided by the District legal counsel.
6. The purchase agreement between the District and Creative Bus Sales has been approved by the District Legal Counsel.

VII. BUSINESS IMPACT/BENEFIT

This item is not a "rule" within the meaning of Nevada Revised Statutes, Chapter

237, and does not require a Business Impact Statement.

VIII. ATTACHMENTS

1. Agreement - Creative Bus Sales
2. Ski Datasheet - 14 passanger Van
3. Picture of proposed shuttle van -starcraft-ford-e-450-

IX. DECISION POINTS NEEDED FROM THE BOARD OF TRUSTEES

The decision needed from the Board of Trustee's shall be that of approving the staff recommendation as presented.



Creative Bus Sales

Creative Bus Sales
3615 S 28th St
Phoenix, AZ 85040

Attachment 1

Phone: 602.437.2255
Fax: 602.437.2758
www.creativebussales.com

Buyer's Order Contract

Date:	May 17, 2023	Unit #(s):	TBD
Customer Name:	Incline Village General Improvement District		
Contact:	Rich Allen	Phone:	775-832-1345
Address:	893 Southwood Blvd	Fax:	
City, State, Zip:	Incline Village , NV 89451	E-Mail:	richard_allen@ivgid.org
Customer ID:		Salesperson:	Jeff Pilon
Ship To Address:	Attn: Rich Allen - Incline Village General Improvement District - 893 Southwood Blvd		
Ship To Address Cont'd:	Incline Village , NV 89451		
Ship To Phone:	775-832-1345	Ship To Email:	richard_allen@ivgid.org
Finance Source:		Contact:	
Address:		Phone:	
City, State, Zip:		County:	
Description of Vehicle:	2023 Starcraft Allstar 22 Ford E-450 7.3L 158"WB		
VIN #:	TBD		
Engine Type:	Gas	FOB Terms:	Shipping
Number of Passengers:	14	Wheelchair Positions:	
Estimated Delivery Date:	November 15, 2023	Payment Terms:	Net 30
Possession State: NV		Unit Price	\$ 141,536.00
		Delivery	\$ -
		Incentive (Non-Taxable)	\$ -
		Rebates (Taxable)	\$ -
		Doc Prep Fee (Taxable)	\$ 150.00
		Base Selling Price	\$ 141,686.00
		Total Taxable Amount	\$ 141,686.00
		Sales Tax* (Estimated)	\$ -
0.000%	NV - Exempt-US Gov't		\$ -
Notes:			\$ -
* The tax and fees reflected on this agreement are based on the regulations applicable at the time of drafting this contract. The actual amounts due will be based on the regulations applicable at the time title for each vehicle transfer.			\$ -
Sales tax estimate is calculated based on the location in which the customer registers the vehicle.		DMV Fees* (Estimated)	\$ 75.00
All rebates and incentives will be signed over to Creative Bus Sales.		DMV Electronic Filing Fee	\$ -
California State Tire Fee of \$1.75 per tire applies to all new vehicle purchase or leases.		Tire Fee	\$ 6.00
		Fees Sub-Total	\$ 81.00
		Total Price Per Unit	\$ 141,767.00
		Quantity	1
		Contract Total	\$ 141,767.00
		0.00	
		Customer Net Trade	\$ -
		Customer Deposit	\$ -
			\$ -
		Balance Due	\$ 141,767.00

Remit To: 9365 Counselors Row, Suite 112, Indianapolis, IN 46240

Terms and Conditions:

1. **DEPOSIT.** If indicated above, Customer Deposit is due at the time of signing this order contract. The balance due indicated above is due before vehicle(s) will be released to the Buyer. If the vehicle(s) is not accepted by the Buyer, the vehicle will be available for sale to other buyers. The vehicle(s) will not be titled to the Buyer until the contract total indicated above plus any interest charges indicated herein are paid in full. There is no "cooling off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract without the agreement of the Dealership, or for legal cause.

2. **DEALER NOT AGENT OF MANUFACTURER.** Dealer is not the agent of the manufacturer. Dealer is not responsible for changes by the manufacturer in the price, available rebate, design or accessories of specially ordered vehicles. If Dealer's price increases on a specially ordered vehicle, or if a rebate to be received by Dealer is reduced or eliminated, the Buyer's price will be increased by a like amount. If Buyer is dissatisfied with the increase, Buyer may cancel this order and Buyer's deposit and trade-in or the actual cash value of the trade-in, if sold, minus any loan, will be refunded. Buyer understands that manufacturer may, from time to time, change the model, design, or other elements, including the parts and accessories, in the vehicle and at any time a manufacturer makes such changes, neither Dealer nor manufacturer are obligated to make the same changes to Buyer's vehicle, even if such changes are made prior to delivery of the vehicle.

3. **DELAYS.** Buyer will not hold Dealer liable for any delay caused by the vehicle or any component part manufacturer, accidents, strikes, fires, Acts of God, or any other cause beyond Dealer's control.

4. **BUYER'S INSPECTION AND ACCEPTANCE OF VEHICLE.** Buyer understands that damage may have occurred to the vehicle at the manufacturer(s) factory, during transport to Dealer, or while in Dealer's possession, on Dealer's premises, or at a show or promotional event. Buyer acknowledges that such damage to the vehicle, if any occurred, is typically corrected by the factory or repaired by the Dealer prior to delivery. Upon taking delivery of the vehicle, Buyer acknowledges: (i) having received ample opportunity for, and actually inspecting the vehicle as fully as Buyer desires and (ii) utilizing and relying solely upon Buyer's own judgment to inspect and determine that the vehicle is of adequate quality, merchantable, and otherwise fit for the purposes intended by Buyer such that Buyer accepts the vehicle in its condition as of the date Buyer signs the front page of this Agreement. Buyer further acknowledges that Buyer did not make Dealer aware, and that Dealer was unaware, implicitly or expressly, of any particular purpose intended by Buyer for the Bus. Consequently, Buyer has not relied upon Dealer's skill or judgment in the selection or delivery of the vehicle. Buyer acknowledges that Dealer has not made any representation regarding the vehicle's condition, history, status, prior usage, quality of or regularity of care or servicing, nor the existence of prior damage and/or repair of damage except as required by law.

5. **IF NOT A CASH TRANSACTION. IF YOU ARE FINANCING THIS VEHICLE, PLEASE READ THIS NOTICE: YOU ARE PROPOSING TO ENTER INTO A RETAIL INSTALLMENT SALES CONTRACT WITH THE DEALER. PART OF YOUR CONTRACT INVOLVES FINANCING THE PURCHASE OF YOUR VEHICLE. IF YOU ARE FINANCING THIS VEHICLE AND THE DEALER INTENDS TO TRANSFER YOUR FINANCING TO A FINANCE PROVIDER SUCH AS A BANK, CREDIT UNION OR OTHER LENDER, YOUR VEHICLE PURCHASE DEPENDS ON THE FINANCE PROVIDER'S APPROVAL OF YOUR PROPOSED RETAIL INSTALLMENT SALES CONTRACT. IF YOUR RETAIL INSTALLMENT SALES CONTRACT IS APPROVED WITHOUT A CHANGE THAT INCREASES THE COST OR RISK TO YOU OR THE DEALER, YOUR PURCHASE CANNOT BE CANCELLED. IF YOUR RETAIL INSTALLMENT SALES CONTRACT IS NOT APPROVED, THE DEALER WILL NOTIFY YOU VERBALLY OR IN WRITING. YOU CAN THEN DECIDE TO PAY FOR THE VEHICLE IN SOME OTHER WAY OR YOU OR THE DEALER CAN CANCEL YOUR PURCHASE. IF THE SALE IS CANCELLED, YOU NEED TO RETURN THE VEHICLE TO THE DEALER WITHIN 24 HOURS OF VERBAL OR WRITTEN NOTICE IN THE SAME CONDITION IT WAS GIVEN TO YOU, EXCEPT FOR NORMAL WEAR AND TEAR. ANY DOWN PAYMENT OR TRADE-IN YOU GAVE THE DEALER WILL BE RETURNED TO YOU. IF YOU DO NOT RETURN THE VEHICLE WITHIN 24 HOURS OF VERBAL OR WRITTEN NOTICE OF CANCELLATION, THE DEALER MAY LOCATE THE VEHICLE AND TAKE IT BACK WITHOUT FURTHER NOTICE TO YOU AS LONG AS THE DEALER FOLLOWS THE LAW AND DOES NOT CAUSE A BREACH OF THE PEACE WHEN TAKING THE VEHICLE BACK.**

6. **TITLE; ODOMETER STATEMENT.** Title to the Bus will remain with Dealer until the agreed upon purchase price is paid in full in cash or Buyer has signed a retail installment contract and it has been accepted by a bank or finance company, at which time title shall pass to Buyer even though the actual delivery of the Bus may be made at a later date. Buyer agrees that no statement has been made as to the number of miles on any new, used, or demo vehicles, except as set forth in the odometer mileage statement as provided by the Federal Odometer Law and on the face of this Agreement as required under state law which does not constitute a warranty, express or implied, or a contractual term of this Agreement as required under state law which does not constitute a warranty, express or implied, or a contractual team of this Agreement. Buyer acknowledges receipt of such Federal Odometer Statement.

7. **TRADE-IN.** If Buyer is trading in a vehicle, Buyer will give Dealer the original bill of sale or the title to the trade-in. Buyer promises that any trade-in which Buyer gives in this purchase transaction is owned by Buyer free of any lien or other claim except as noted on the other side of this Agreement. Buyer promises that all taxes of every kind levied against the trade-in have been fully paid. If any government agency makes a levy or claims a tax lien or demand against the trade-in, Dealer may, at Dealer's option, either pay it and Buyer will reimburse Dealer on demand, or Dealer may add that amount to this Agreement as if it had been originally included. Any trade-in delivered by Buyer to Dealer in connection with this Agreement shall be accompanied by documents sufficient to enable the Dealer to obtain a title to the trade-in in accordance with applicable state law. Buyer warrants that the trade-in is or will be properly titled to Buyer and/or Buyer has the right to sell or otherwise convey the trade-in and the trade-in has never been a salvaged, reconditioned or rebuilt, flooded or a lemon buyback, and the trade-in is free and clear of all liens or encumbrances except as may be noted on the front of this Agreement.

8. **REAPPRAISAL OF TRADE-IN.** If Buyer's initial trade-in value is determined by anything other than a physical appraisal by Dealer, Dealer may later reappraise and amend the value of the trade-in allowance at such time Dealer has the opportunity to perform a physical appraisal of the trade-in. This physical appraisal will then determine the actual trade-in allowance provided on the front side of this Agreement.

9. FAILURE TO COMPLETE PURCHASE. Buyer agrees to pay the balance owed on the terms and accept delivery of the Bus within forty-eight (48) hours after being notified that the Bus is ready for delivery. Failure to timely accept delivery by Buyer shall give Dealer the right to dispose of any trade-in, trading any cash consideration received as a deposit and retaining the same, and at Dealer's option, the right to retain any deposit and pursue any other remedy available under the law to adequately compensate Dealer's incidental and consequential damages and all other damages, costs, expenses, or losses incurred by Dealer because Buyer failed to complete this purchase. If Dealer paid any negative equity balance on the trade-in, Buyer shall pay to Dealer the amount paid on Buyer's behalf. If Dealer brings an action or involves an attorney to enforce the terms of this section, Buyer agrees to pay Dealer's reasonable attorneys' fees, court costs, and other expenses incurred in pursuing such action.

10. EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES. Incidental and consequential damages arising out of the sale, use, servicing and/or quality of this Bus, including, but not limited to, any loss of use, loss of time, inconvenience, aggravation, loss of wages/earnings/income, fuel/transportation expenses, hotel/motel costs, insurance, storage, rental or replacement, altered or cancelled trips/vacations, the cost of any food/meals and any other incidental and consequential damages are specifically excluded and Dealer specifically disclaims liability for any such incidental and/or consequential damages. Buyer acknowledges that Buyer shall not seek or recover such incidental or consequential damages from Dealer. Buyer acknowledges this disclaimer of incidental and consequential damages is independent of and shall survive any failure of the essential purpose of any warranty or remedy.

11. NON-DEALER WARRANTY(S) (IF APPLICABLE). Buyer understands and agrees that manufacturer(s)' written warranties, if any are applicable to this Bus, were fully and conspicuously disclosed in writing by Dealer, by Dealer disclosing and providing any such written instruments to Buyer prior to Buyer signing the front side of this Agreement and Buyer acknowledges having physically received such written instruments. Buyer acknowledges that Dealer is not an agent of the manufacturer and that Dealer has not represented or misrepresented the terms of any applicable manufacturer(s)' written warranties because either (i) Buyer has read to Buyer's satisfaction the actual terms of any such written instruments, which expressly state the coverage, application period, conditions, and exclusions or (ii) Buyer has voluntarily chosen not to read such warranties.

12. TAXES, INSURANCE. Buyer shall be liable for all sales, use, or other taxes of a similar nature applicable to the transaction unless such payment is otherwise prohibited by law. Buyer assumes responsibility to cover the Bus described on the front of this Agreement with necessary and proper insurance coverage and assumes all legal liability arising from the operation of the Bus from the time of delivery. Buyer understands that Buyer is not covered by insurance on the Bus until Buyer's insurance company accepts coverage on the Bus. Buyer agrees to hold Dealer harmless from any and all claims due to loss or damage prior to Buyer's insurance company accepting coverage on the Bus.

13. CHOICE OF LAW AND VENUE, FEES. This Agreement shall be governed by the laws of the State of Nevada. Venue shall be in the state and county in which Dealer is located or the applicable federal court. In the event of any dispute or controversy between the parties concerning the enforcement or interpretation of this Agreement, the rights, duties or obligations of the parties under this Agreement, or otherwise relating to or arising out of this Agreement, the prevailing party in such dispute or controversy shall be entitled to recover reasonable costs and expenses incurred, including attorney's fees, in addition to any other remedies to which they may be entitled at law or in equity.

14. A. In no event shall this Agreement be interpreted to waive the limitations of liability applicable to the District set forth in NRS Chapter 41 or other applicable law."

15. WAIVER OF JURY TRIAL; CLASS ACTIONS. Buyer agrees that any controversy, dispute or claim arising out of or relating to this Agreement or breach thereof will be decided by a judge, rather than a jury. Buyer further agrees in connection with this purchase to waive Buyer's right to participate as a class member in any class action lawsuit that might be brought against Dealer.

16. SEVERABILITY. Buyer and Dealer agree that each portion of this Agreement is such that if any term, provision or paragraph is found to be invalid, voidable, or unenforceable for any reason, such provision or paragraph may be severed and all other portions of this Agreement shall remain valid and enforceable.

17. ENTIRE AGREEMENT/NO RELIANCE. The written terms on the front and reverse side of this Contract comprise the entire agreement between Buyer and Dealer, and Buyer has read and understands the front and reverse side of this Agreement. No verbal, unwritten, electronic or other communication of any nature not contained in this Agreement was relied upon by Buyer, became part of the basis of Buyer's bargain, or is enforceable by Buyer against Dealer even if alleged or determined to constitute fraud, fraudulent inducement, or fraudulent misrepresentation and no such verbal, unwritten, electronic, or other communication shall invalidate this Agreement or any written provision herein, or serve as grounds for Buyer's rejection, rescission, or revocation of acceptance of this Agreement or this Vehicle, such that Buyer cannot seek or obtain any statutory, legal, equitable or other relief against Dealer as a result thereof. Buyer acknowledges and agrees that all discussions, negotiations, advertisements, representations, and affirmations of fact in any format, whether verbal, written, electronic or otherwise, which are not written in this Agreement, were not relied upon by Buyer, are not included in this Agreement, and are not enforceable against Dealer.

18. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.

19. There are no intended third-party beneficiaries of any right or obligation assumed by the parties.

20. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective party.

21. This Agreement may be signed in counterparts, each of which shall constitute an original.

SIGNATURES ON FOLLOWING PAGE

OWNER:
INCLINE VILLAGE G. I. D.
Agreed to:

Matthew Dent, Chairman

Date

David Noble, Secretary

Date

Reviewed as to Form:

Joshua Nelson
District Legal Counsel

Date

CONTRACTOR:
CREATIVE BUS SALES
Agreed to:

By:



Signature of Authorized Agent

Jeff Pilon, Public Sector Sales West

Print or Type Name and Title

8/21/23

Date

If CONTRACTOR is a Corporation, attach evidence of authority to sign.



Project Summary

Project Number:	3469HE1740
Title:	14-passenger Van
Project Type:	F - Rolling Stock
Division:	69 - Property, Parking & Transportation
Budget Year:	2023
Finance Options:	
Asset Type:	HE - Heavy Duty Service Equipment
Active:	Yes

Project Description		This project identifies the procurement of a 14 passenger shuttle van to support the existing two 36 passenger shuttle busses used to transport guests to and from the Districts ski venue.	
Project Internal Staff		Fleet Maintenance Staff will manage this project	
Project Justification		The 14 passenger shuttle van allows the District's ski venue to service the existing community ski shuttle route with an appropriately sized vehicle and would not require the driving personnel to hold a Nevada Commercial Drivers as required to operate the 36 passenger busses. This van can also be used during the off season for youth programs and special events during the summer months.	
Forecast			
Budget Year	Total Expense	Total Revenue	Difference
2023			
14-passenger Van	125,000	0	125,000
Year Total	125,000	0	125,000
	125,000	0	125,000
Year Identified	Start Date	Est. Completion Date	Manager
2021	Jul 1, 2022	Jun 30, 2023	Fleet Superintendent
			Project Partner

