STAFF REPORT

TO: Erin Chesnut - Fleet Coordinator - echesnut@achdidaho.org
FROM: Erin Chesnut - Fleet Coordinator - echesnut@achdidaho.org
SUBJECT: 2019 Oil Distributor Purchase MD-541
MEETING: Commission Meeting - 05 Dec 2018

FACTS & FINDINGS:
Idaho Code 67-2807(2) allows agencies to participate in a program established by a not-for-profit association such as Sourcewell (formerly the National Joint Powers Alliance “NJPA”) and the Texas Association of School Boards (TASB) to purchase goods through those programs.

In October 2018, MetroQuip offered ACHD the opportunity to piggyback an oil distributor as authorized in Idaho Code Section 67-2807. This is competitive and offers ACHD with equipment and options that best suit the needs of the District when compared to similar equipment currently on the market.

MetroQuip has offered ACHD an opportunity to piggyback the chassis portion and labor to install the tank through Sourcewell (formerly NJPA) contract # 081716-NVS.

FISCAL IMPLICATIONS:
Maintenance has budgeted sufficient funds in FY2019 budget in the 740-4350 account.

RECOMMENDATIONS:
Staff recommends the ACHD Commission approve and execute the Piggyback Purchase Agreement with MetroQuip in the amount of $221,374.53.

ATTACHMENT(S):
2019 Oil Distributor Purchase Agreement MD-541
2019 Oil Distributor Truck Staff Memo
PURCHASE AGREEMENT

2019 Oil Distributor
MD-541

This PURCHASE AGREEMENT (hereinafter “AGREEMENT”) is made and entered into this 5th day of December 2018 by and between Ada County Highway District (hereinafter “ACHD”), and MetroQuip, Inc. (hereinafter “VENDOR”).

RECITALS

WHEREAS, ACHD is a single countywide highway district located in the county of Ada and is responsible for all secondary county and city highways within Ada County, Idaho; and

WHEREAS, ACHD has all powers necessary and incidental to the statutory powers granted to it under Title 40, Idaho Code; and

WHEREAS, ACHD has consulted with the ACHD Commission and the Maintenance Division Deputy Director, and has determined the necessity of the ITEM(s) specified herein; and

WHEREAS, ACHD desires to enter into an AGREEMENT with the VENDOR for the purchase of the ITEM(s) specified herein, and has been awarded the contract by the ACHD Commission.

NOW, THEREFORE, BE IT RESOLVED, for and in consideration of the mutual covenants and conditions hereof, and the payments to be made hereunder, the parties agree as follows:

AGREEMENT

SECTION 1. DEFINITIONS. For the purposes of this AGREEMENT, the following terms are defined:

a. ACHD shall mean the Ada County Highway District, a body politic and corporate of the State of Idaho that is responsible for all secondary city and county highways within Ada County. The ACHD Director or his representative may act on behalf of ACHD. For the purposes of this AGREEMENT, the ACHD mailing address is Ada County Highway District, 3775 Adams Street, Garden City, Idaho, 83714; the telephone number is 387-6100; and the fax number is 387-6328.
b. AGREEMENT shall mean this PURCHASE AGREEMENT between ACHD and VENDOR. The word AGREEMENT may be used throughout this document to also mean CONTRACT DOCUMENTS.

c. CONTRACT DOCUMENTS shall mean the documents that, when combined, make up the ACHD solicitation for the purchase of the ITEM(s) which includes the Invitation to Bid, Instructions to Bidders, Specifications, Bid Schedule, Bid Proposal, and AGREEMENT as well as any other document identified as part of the solicitation such as Addenda.

d. ITEM(s) shall mean the materials, supplies, or goods, that are the subject of the procurement and this AGREEMENT, and are described in SPECIFICATIONS.

e. SPECIFICATIONS shall mean all the dimensions, quantities, provisions, and requirements describing the ITEM(s) under purchase and included in the CONTRACT DOCUMENTS.

f. SUPPLY BOND shall mean a bond obtained by the VENDOR which guarantees that the VENDOR shall furnish the ITEM(s) as contracted in this AGREEMENT. Should the VENDOR fail to furnish the ITEM(s) as contracted in this AGREEMENT or otherwise default on its obligations under this AGREEMENT, the surety shall pay ACHD the amount of the SUPPLY BOND. The SUPPLY BOND shall be equal to one hundred percent (100%) of the Payment value as set forth in Section 3.

g. VENDOR shall mean MetroQuip Inc. For the purposes of this AGREEMENT, the VENDOR mailing address is 1953 E Commercial St, Meridian, Idaho 83642; the telephone number is (208) 344-3318; and the email address is BMcCoy@metroquip.net.

SECTION 2. PROCUREMENT.

a. VENDOR agrees to provide for sale and deliver the ITEM(s) particularly described in Exhibit “A”, SPECIFICATIONS, and attached hereto.

b. VENDOR will provide additional quantities of the ITEM(s) or otherwise modify the ITEM(s) as described in Exhibit “A”, SPECIFICATIONS, as desired by ACHD by means of a written Change Order signed by a person authorized by ACHD to execute such Change Order in accordance with ACHD policy. Such prior written authorization by ACHD shall be a condition precedent to any claim of VENDOR for payment.

SECTION 3. PAYMENT. For the provision and delivery of the ITEM(s), as specified in the Exhibit “A”, SPECIFICATIONS, ACHD agrees to pay an amount not to exceed Two Hundred and Twenty-One Thousand, Three Hundred and Seventy-Four Dollars and Fifty-Three Cents, ($221,374.53) as priced in the 2018 Oil Distributor specs attached as Exhibit “A” with Ada County Highway District (ACHD), to the VENDOR as provided in Exhibit “B”, PAYMENT SCHEDULE.

a. Invoice submittals are to be sent to ACHD as provided in Section 10.

b. Payment will be released in full upon, complete delivery and inspection of all vehicles.

SECTION 4. TIME FOR DELIVERY AND EXTENSIONS. VENDOR and ACHD herein agree that the ITEM(s) as set forth in the Section 2 is/are required to be delivered by September 30, 2019 as provided in Exhibit “C”, DELIVERY SCHEDULE. ACHD will grant extensions for the
following: delays caused by ACHD, excessive time required to process submittals by ACHD, or additional ITEM(s) requested by ACHD.

SECTION 5. DURATION OF AGREEMENT. This AGREEMENT shall commence immediately upon execution by the ACHD Commission and shall continue until September 30, 2019.

SECTION 6. F.O.B. GARDEN CITY. The VENDOR shall, at his own expense and risk, transport any ITEM(s) called for within the CONTRACT DOCUMENTS to ACHD principal place of business located in Garden City, Idaho.

SECTION 7. CONDITION OF GOODS. The ITEM(s) provided shall conform in all respects to the SPECIFICATIONS provided in CONTRACT DOCUMENTS. Any ITEM(s) offered or shipped by the VENDOR shall be new and warranted to be fit for purposes as set forth in the CONTRACT DOCUMENTS. In the event the ITEM(s) supplied by the VENDOR to ACHD has an irregular appearance or physical blemish, and even though the ITEM(s) is/are fit for the specific purpose intended, nevertheless, ACHD reserves the right to reject such ITEM(s) or require the VENDOR to repair such physical defect or irregularity.

SECTION 8. RESPONSIBILITY FOR DAMAGES. The VENDOR shall indemnify, save and hold harmless, and defend, regardless of outcome, ACHD and its officers, agents, and employees from and against all liability, claims, damages, losses, expenses, actions, and suits whatsoever, including injury or death of other, or any employee of VENDOR or subcontractor, caused by or arising out of the performance, act, or omission of any term or provision of the CONTRACT DOCUMENTS.

SECTION 9. ORDER ACKNOWLEDGEMENT. The VENDOR agrees to provide written acknowledgement of all orders received from ACHD within twenty-four (24) hours of order entry. If the VENDOR receives an order from ACHD on a Friday or holiday, then the acknowledgement shall be sent ACHD the next business day.

SECTION 10. NOTICES. Any and all notices required to be given by either of the parties hereto shall be in writing and deemed delivered when either:

a. Delivered personally to the contact at the address below; or

b. Sent by fax to the other party at the facsimile number set forth below; or

c. Deposited in the United States Mail via certified, return receipt requested, postage pre-paid mail, addressed to the other party at the address set forth below; or

d. Transmitted by other facsimile number or mailing address as may be provided by written notice of such change given to the other in the same manner as provided above.

FOR ACHD: Erin Chesnut, Fleet Coordinator
Ada County Highway District
3775 Adams Street
Garden City, Idaho, 83714
Fax Number: (208) 387-6391
Telephone Number: (208) 871-0023
SECTION 11. SUBMITTALS. All ITEM(s) submittal documentation that may be required by the SPECIFICATIONS shall include purchase order numbers and appear on all acknowledgements, shipping labels, packing lists, and invoices. All correspondence is to be sent to ACHD as provided in Section 10.

SECTION 12. DELIVERY OF MANUALS. All manuals relating to ITEM(s) shall be submitted to ACHD prior to the time of the delivery as provided by Section 4 or at the time of the delivery.

SECTION 13. SUPPLY BOND. If required by ACHD in the CONTRACT DOCUMENTS, the VENDOR agrees to furnish a SUPPLY BOND for one hundred percent (100%) of the contract value within twenty (20) calendar days from execution of this AGREEMENT.

SECTION 14. RELEASE OF SUPPLY BOND. ACHD will authorize the release of the SUPPLY BOND after, in the opinion of ACHD, the VENDOR has fully and completely performed under this AGREEMENT, and there are no outstanding disputes or claims pursuant to the terms of the CONTRACT DOCUMENTS.

SECTION 15. LIABILITY INSURANCE. VENDOR agrees to maintain, during the term of this AGREEMENT, Comprehensive General Liability Insurance having a minimum limit of $100,000 per claim and $500,000 aggregate, Motor Vehicle Insurance having a minimum limit of $100,000 per claim and $500,000 aggregate, and required Workers Compensation Insurance, and all other insurance required to be maintained under the laws of the State of Idaho. VENDOR agrees to furnish a Certificate of Insurance certifying to ACHD that such coverage is in force within twenty (20) calendar days from the execution of this AGREEMENT.

SECTION 16. INTENT OF AGREEMENT. It is the intent of the parties by the execution of this AGREEMENT, which is integrated and incorporated as part of the CONTRACT DOCUMENTS, is to adequately set forth the full agreement between the parties for the sale and purchase of the ITEM(s).

SECTION 17. MULTIPLE DOCUMENTS. The parties agree that all CONTRACT DOCUMENTS are essential parts to the complete agreement between ACHD and VENDOR. A requirement occurring in one is as binding as though occurring in all. The documents are intended to be complementary; however, in the case of discrepancy, SPECIFICATIONS will govern over the Instructions to Bidders.

SECTION 18. BINDING EFFECT. Upon the execution of this AGREEMENT by ACHD, it shall be binding upon and inure to the benefit of the parties hereto and their successors.

SECTION 19. ENTIRE AGREEMENT - MODIFICATION. This AGREEMENT and the CONTRACT DOCUMENTS constitute the entire understanding between the parties with respect to this transaction. Any modification must be in writing and signed by both parties.
SECTION 20. ASSIGNMENT. No order or any interest in this AGREEMENT shall be transferred by VENDOR without the written approval of ACHD.

SECTION 21. AGREEMENT SUPPLEMENTED BY UNIFORM COMMERCIAL CODE. Both parties agree that the Uniform Commercial Code (UCC) adopted in Idaho as Title 28, Chapters 1 through 12, especially Chapter 2, Sale of Goods, shall govern the parties’ relationship with regard to the ITEM(s) to the extent that the UCC does not conflict with any provision specifically set forth in this AGREEMENT and the CONTRACT DOCUMENTS.

SECTION 22. DUTIES OF THE PARTIES. The VENDOR does herein agree to undertake its duties as set forth in the CONTRACT DOCUMENTS for the sale and delivery of ITEM(s). ACHD does herein agree to accept ITEM(s) conforming to the SPECIFICATIONS, provide notice to cure any non-conforming ITEM(s), and pay monies owed the VENDOR pursuant to ACHD acceptance of conforming ITEM(s).

SECTION 23. TERMINATION BY VENDOR. The parties agree that the VENDOR may terminate this AGREEMENT for cause based upon the failure of ACHD to tender payment as set forth in Section 3.

SECTION 24. TERMINATION BY ACHD.

a. ACHD may terminate for cause if VENDOR:

i. Fails to execute this AGREEMENT; or

ii. Fails to begin performance under the terms of this AGREEMENT in a timely manner; or

iii. Fails to furnish conforming ITEM(s) and fails to cure after notice has been given; or

iv. Performs any service required in SPECIFICATIONS unsuitably or performs work anew as may be rejected as unacceptable and unsuitable; or

v. Fails to continue to perform pursuant to the CONTRACT DOCUMENTS; or

vi. Becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency; or

vii. Makes assignment for the benefit of creditors; or

viii. For any other cause whatsoever, fails to perform the duties set forth in this AGREEMENT and the CONTRACT DOCUMENTS in an acceptable manner.

b. ACHD may terminate this AGREEMENT without cause if ACHD determines that such termination is in the best interests of ACHD. ACHD shall deliver a Notice of Termination to the VENDOR specifying when such termination shall become effective and what remaining performance by the VENDOR or furnishing of ITEM(s) will be authorized and compensated.

c. In the event ACHD terminates this AGREEMENT with cause as set forth in Sub-Section (a), any costs and charges incurred by ACHD, together with the cost of completing the work under the CONTRACT DOCUMENTS, will be deducted from any monies due or which may become due the VENDOR. If such expense exceeds the sum which would have been
payable under the AGREEMENT, then the VENDOR and his SUPPLY BOND, if required, shall be liable and shall pay to ACHD the amount of the excess. If it is determined that the VENDOR was not in default under Sub-Section (a), then the rights and obligations of the parties shall be the same as if termination had been made pursuant to Sub-Section (b).

d. In the event ACHD terminates this AGREEMENT without cause for the best interests of ACHD as set forth in Sub-Section (b), then:

i. After Receipt of Notice of Termination, the VENDOR shall submit to ACHD a termination claim no later than ninety (90) calendar days from effective date of termination. Upon failure of the VENDOR to submit a termination claim, ACHD may determine, on the basis of information available, the amount, if any, due to the VENDOR by reason of the termination and shall thereupon pay to the VENDOR the amount so determined.

ii. VENDOR and ACHD may agree upon the whole or any part of the amount or amounts to be paid to the VENDOR by reason of the total or partial termination, provided that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments other made and as further reduced by the contract price of the SPECIFICATIONS not yet completed.

SECTION 25. NONAPPROPRIATION. If ACHD is precluded from committing to make certain future payments due hereunder, this paragraph will apply. ACHD has appropriated the funds necessary to make all payments when due under the Agreement during ACHD’s initial fiscal period during the Agreement term. ACHD agrees that in each succeeding fiscal year during the term of this Agreement, ACHD will take all necessary steps to make a timely appropriation of funds in order to pay the payments due hereunder during that period, subject to the annual appropriations limitation imposed upon ACHD under state law. In the event that despite the best efforts of ACHD, ACHD determines that funds for any amounts under this Agreement will not be available or cannot be obtained during any succeeding fiscal period, ACHD may terminate this Agreement prior to the commencement of such succeeding fiscal period by giving written notice to CONTRACTOR/CONSULTANT/VENDOR of such determination at least 60 days prior to the first day of such succeeding period for which an appropriation has not been made by ACHD.

SECTION 26. FORUM, GOVERNING LAW. This AGREEMENT and the integrated CONTRACT DOCUMENTS shall be governed by, construed, and enforced in accordance with the laws of the State of Idaho. The proper forum for any legal action that may arise under this AGREEMENT and the CONTRACT DOCUMENTS shall be the Fourth Judicial District of the State of Idaho, in and for the County of Ada.

SECTION 27. ARBITRATION. Either party may request any dispute arising out of this AGREEMENT be resolved by submitting the dispute to arbitration as provided in Section 7-901 et seq Idaho Code by providing written notice to the other party as provided in Section 11.

SECTION 28. ATTORNEY FEES. In any action arising under this AGREEMENT, the unsuccessful party therein agrees to reimburse the prevailing party for its attorney fees, expended or incurred, in connection therewith.

SECTION 29. ACHD OFFICIALS, AGENTS, AND EMPLOYEES NOT PERSONALLY LIABLE. It is agreed by the parties that in no event shall any official, officer, agent, or employee of ACHD be held in any way personally responsible for any covenant or agreement herein contained, whether expressed or implied, nor for any statement or representation made.
SECTION 30. DISCRIMINATION PROHIBITED. Notwithstanding the foregoing; in performing this AGREEMENT, VENDOR shall not discriminate against any person on the basis of race, color, religion, sex, national origin, age or non-job related handicap or because of prior military service or current military status, and shall comply with all applicable Federal and state laws and regulations and executive order of governmental agencies relating to civil and human rights.

SECTION 31. ACKNOWLEDGMENT OF NON-EMPLOYEMENT. VENDOR certifies, warrants, covenants, and agrees that in compliance with Idaho Code § 40-1309 and ACHD Policy Section 2033.4.4, no Ada County Highway District commissioner, director, employee and/or their family member is or shall be contractually or otherwise interested, directly or indirectly, in this AGREEMENT nor in any business providing services under the AGREEMENT whether as a prime, sub, or independent contractor, or employee thereof. For purposes of this paragraph, a family member is defined as any person related to an Ada County Highway District commissioner, director, employee by blood, adoption, or marriage within the second degree and shall mean a father, mother, son, daughter, brother, sister, grandfather, grandmother, grandson, or granddaughter, in full, half, step, or in-law.

SECTION 32. NEGLIGENCE/INDEMNITY. VENDOR agrees to indemnify, defend, release and save and hold harmless ACHD and its respective officers, board, commission, employees, agents and contractors from from and against: (1) any and all damages, including but not limited to loss of use, to property or injuries to or death of any person or persons (including but not limited to property and officers, agents and employees of ACHD), and (2) any and all claims, demands, suits, actions, liabilities, costs, expenses (including but not limited to reasonable attorney fees, expert witness fees and all associated defense fees), causes of action, or other legal, equitable or administrative proceedings of any kind or nature whatsoever, of or by anyone whomsoever, regardless of the legal theories upon which premised, including but not limited to contract, tort, express and/or implied warranty, strict liability, and worker’s compensation, in any way resulting from, connected with, or arising out of, directly or indirectly, the tortuous or negligent actions or omissions of the VENDOR in connection with the operations or performance of this AGREEMENT, including actions or omissions of sub-consultants, and the acts or omissions, of the officers, employees, agents, representatives, invitees, or licensees of the VENDOR; provided however, that VENDOR need not indemnify ACHD or its officers, board members, agents and employees from the damages proximately caused by and apportioned to the negligence of ACHD or its officers, board members, agents and employees. This indemnity clause shall also cover ACHD defense costs in the event ACHD, in its sole discretion, elects to provide its own defense. VENDOR shall obtain, at its own expense, any additional insurance that it deems necessary for ACHD’s protection in the performance of this AGREEMENT. This defense and indemnification obligation of VENDOR shall survive the expiration or termination of this AGREEMENT.

SECTION 33. PUBLIC AGENCY CLAUSE. VENDOR agrees that the ITEM(s) and their prices contained in this AGREEMENT shall be extended to other Public Agencies defined in Idaho Code 67-2327 and in accordance with the provisions of Idaho Code 67-2803(1). ACHD advises that it is the responsibility of the Public Agency to independently contract, issue purchase orders, et al., with the VENDOR and/or comply with any other applicable provisions of Idaho Code governing public contracting.
SECTION 34. WARRANTY OF AUTHORITY TO EXECUTE.

a. The person executing this AGREEMENT on behalf of ACHD represents and warrants due authorization to do so on behalf of ACHD, and that upon execution of this AGREEMENT on behalf of ACHD, the same is binding upon, and shall enure to the benefit of, ACHD.

b. The person executing this AGREEMENT on behalf of VENDOR represents and warrants due authorization to do so on behalf of VENDOR, and that upon execution of this AGREEMENT on behalf of VENDOR, the same is binding upon, and shall enure to the benefit of VENDOR.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day, month, and year first above written.

ADA COUNTY HIGHWAY DISTRICT

By: _________________________________
    Sara Baker, President of ACHD

VENDOR

By: _________________________________

Title: _______________________________
VENDOR:

STATE OF IDAHO  )
County of Ada  ) ss.

On this ___ day of __________, 20___, before me, _____________________, a Notary Public in and for the State of Idaho, personally appeared ________________________, known or identified to me to be the person who executed this instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

____________________________________
Notary Public for Idaho
Residing at: ___________________________
My Commission Expires: _________________

ADA COUNTY HIGHWAY DISTRICT:

STATE OF IDAHO  )
County of Ada  ) ss.

On this 5th day of December, 2018, before me, Stacey Spencer, a Notary Public in and for the State of Idaho, personally appeared Sara Baker, known or identified to me to be the President for Ada County Highway District, the person who executed this instrument on behalf of said District, and acknowledged to me that the Ada County Highway District executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

____________________________________
Notary Public for Idaho
Residing at: Boise, ID
My Commission Expires: 8-13-2019
PURCHASE AGREEMENT

Exhibit “A”

SPECIFICATIONS

See Attached Specifications
PURCHASE AGREEMENT

Exhibit “B”

PAYMENT SCHEDULE

A. For the provision and delivery of the ITEM(s), as specified in the Exhibit “A”, SPECIFICATIONS, ACHD agrees to pay an amount not to exceed Two Hundred and Twenty-One Thousand, Three Hundred and Seventy-Four Dollars and Fifty-Three Cents, ($221,374.53) to the VENDOR as provided in SECTION 3, PAYMENT

B. The amount of $221,374.53 is comprised of one (1) Oil Distributor
PURCHASE AGREEMENT

Exhibit “C”

DELIVERY SCHEDULE

A. Delivery shall be September 30, 2019. Delivery of the units shall be at ACHD Maintenance Department, 3730 Adams St, Garden City, Idaho 83714. Bid price shall include all expenses for delivery to this location.

B. ACHD and VENDOR agree that time is of the essence for the performance of this AGREEMENT. No waiver by either party of strict and timely performance of the other shall constitute a waiver of any subsequent breach or default.

C. In the event VENDOR fails to perform the terms and conditions of this AGREEMENT in a timely manner, ACHD shall have the right to reduce the monies due the VENDOR by a sum of (1%) of the total AGREEMENT amount per week, commencing on the Date for Delivery date as described in Section 4, TIME FOR DELIVERY AND EXTENSIONS, and Exhibit “C”, DELIVERY SCHEDULE, and continuing until all the ITEM(s) as set forth in the Section 2 is/are delivered to ACHD.
November 19, 2018

To: ACHD Commission
   Bruce Wong, Director

From: Erin Chesnut, Fleet Coordinator

Subject: 2019 Oil Distributor Truck Piggyback Purchase MD-541

Agenda Date: December 5, 2018

Facts and Findings:
Idaho Code 67-2807(2) allows agencies to participate in a program established by a not-for-profit association such as Sourcewell (formerly the National Joint Powers Alliance “NJPA”) and the Texas Association of School Boards (TASB) to purchase goods through those programs.

In October 2018, MetroQuip offered ACHD the opportunity to piggyback an oil distributor as authorized in Idaho Code Section 67-2807. This is competitive and offers ACHD with equipment and options that best suit the needs of the District when compared to similar equipment currently on the market.

MetroQuip has offered ACHD an opportunity to piggyback the chassis portion and labor to install the tank through Sourcewell (formerly NJPA) contract # 081716-NVS.

This is a specialized piece of equipment and there is no one vendor that specializes in manufacturing the oil distributor as a single unit. Therefore, Fleet is purchasing the chassis from MetroQuip and purchasing the 3,000-gallon oil tank from Etnyre where MetroQuip will assemble both units into a single functioning unit. In order to purchase both individual pieces with a savings, ACHD must participate in two separate purchasing cooperatives as listed below.

<table>
<thead>
<tr>
<th>Chassis</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>International</td>
<td>$102,189.53</td>
</tr>
<tr>
<td>Kenworth</td>
<td>$118,808.00</td>
</tr>
</tbody>
</table>

Cost Savings: $16,618.47

Cooper Equipment has offered ACHD an opportunity to purchase the 3,000-gallon Etnyre oil tank through the TASB contract # 424-13.

<table>
<thead>
<tr>
<th>Oil Tanker</th>
<th>TSAB Pricing</th>
<th>Non-TSAB Pricing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Etnyre Tank</td>
<td>$119,185.00</td>
<td>121,488.00</td>
</tr>
</tbody>
</table>

Cost Savings: $2,303.00

Total Cost Savings: $18,921.47
This will be replacing unit 32.062 and will be assigned to the Adams Grade crew.

**Fiscal Impacts:**
Maintenance has budgeted sufficient funds in the FY2019 budget in the 740-4350 account.

**Staff Recommendation:**
Staff recommends the ACHD Commission approve and execute the Piggyback Purchase Agreement with MetroQuip in the amount of $221,374.53.

cc: Timothy P. Nicholson, Maintenance Deputy Director