

STAFF REPORT NO. 017-18

TO: Mayor and City Council
FROM: Eric Holmes, City Manager



DATE: 2/12/2018

Subject: Approval of the Purchase of Combination Sewer Cleaner replacement vehicle

Key Points:

- The City has greatly benefited from using the National Joint Power Alliance (NJPA) contracts with their competitive pricing and diverse equipment opportunities.
- Owen Equipment, an authorized distributor of Federal Signal Corporation, the NJPA contracted vendor, has provided high quality; dependable equipment and service that ensure the City is able to maintain a dependable fleet.
- Purchases will exceed the City’s \$300,000 threshold with this vehicle purchase and staff is requesting approval to exceed the purchase threshold.

Objective: To seek Council approval for the purchase of one (1) Combination Single Engine Sewer Cleaner from National Joint Powers Alliance (NJPA) contract #022014-FSC with Federal Signal Corporation (FSC) in excess of the \$300,000 threshold through its local authorized distributor, Owen Equipment of Portland, OR. Council approval is also needed for the direct purchase of the chassis from Owen Equipment in the total amount of \$117,331 plus tax which is not covered by the NJPA contract.

Present Situation: Public Works/Equipment Services requests to purchase replacement sewer cleaning equipment through the National Joint Power Alliance (NJPA) contract and purchase amount is \$322,360.00 requiring approval of Council. This contract is set to expire on May 27, 2018 with a fifth year renewal option at the discretion of NJPA. The cost of the chassis is also over the City’s current threshold at \$117,331 plus tax when a formal quote solicitation is needed to support the purchase. City staff requests approval from Council to purchase this equipment directly from Owen taking the total cost of purchase to \$430,020.00 plus tax.

Prior to bringing the request to Council, Equipment Services reviewed a similar purchase option through the Washington State Dept of Transportation contract that provided a similar vehicle for \$455,308 (chassis included) plus sales tax. City staff is confident that we are pursuing the best pricing while getting the properly sized equipment and dependability required for this purchase through the NJPA contract. Council’s approval will enable Equipment Services to utilize the NJPA contract’s competitive pricing and replace this vehicle within our fleet at a price of \$430,020 plus sales tax.

Advantage(s): By utilizing existing replacement reserves along with already approved budget dollars in the Stormwater Fund, staff can purchase a Combination Sewer Cleaner vehicle in place of an existing Jetter truck that is due for replacement and in lieu of purchasing a separate vector truck. This combination cleaner allows the City to purchase a single piece of equipment that will perform the tasks that two pieces of equipment would typically be required, saving ongoing

maintenance costs. Utilizing an existing contract through the National Joint Powers Alliance saves the city time in going out for a separate bid process.

Disadvantage(s): None.

Budget Impact: This additional purchasing authority is already budgeted within the current adopted biennial budget appropriation. This vehicle replacement is budgeted as a part of the Equipment Services Capital Fund and Stormwater Fund in 2017-2018. This contract authority change will not impact annual spending and will not require any change in budget authorization.

Prior Council Review: None.

Action Requested: Authorize the City Manager or his designee to approve the purchase of the Combination Sewer Cleaner replacement vehicle from Owen Equipment based in Portland, OR, via the piggyback contract from National Joint Power Alliance Contract #022014-FSC for the equipment and via a direct purchase for the chassis for a total cost of \$430,020.00 plus taxes.

Attachment: NJPA contact #022014-FSC



Presents a Proposal Summary

Of the



2100 Plus

Combination Single Engine Sewer Cleaner with Positive Displacement Vacuum System Mounted on a Heavy Duty Truck Chassis

For

City of Vancouver

Vancouver, WA

Clark

PRODUCT DESCRIPTION

- 2100 PLUS with Roots 824-18" Hg. Blower, 15 Yard Debris body, 1300 Gallons of Fresh Water

STANDARD FEATURES

- 48" x 22" x 24" Curb Side Aluminum Toolbox
- Aluminum Fenders
- Mud Flaps
- Electric/Hydraulic Four Way Boom
- Color Coded Sealed Electrical System
- Remote Pendant Control w/35' Cord
- Vansco-Electronic Package
- Double Acting Dump Hoist Cylinder
- Handgun Assy. w/1/2" x 35' Hose w/Quick Disconnects
- 3" Y-Strainer at Water Pump Inlet
- Ex-Ten Steel Cylindrical Debris Tank
- Flexible Hose Guide
- 30 Deg. Sand Nozzle w/Carbide Inserts
- 30 Deg. Sanitary Nozzle w/Carbide Inserts
- 15 Deg. Penetrator Nozzle w/Carbide Inserts
- Nozzle Storage Rack
- Vacuum Tube Storage: Curbside (2) Pipe, Rear Door (2) Pipe
- 1" Nozzle
- 10' Leader Hose
- Flat Rear Door w/Hydraulic Locks and Door Power-up/Down, Open/Close Feature
- Dual 10" Stainless Steel Float Shut Off System/Rear Mounted
- Debris Body Vacuum Relief System
- Debris Deflector Plate
- 60" Dump Height
- Water Sight Gauge DS/PS
- Liquid Float Level Indicator
- Boom Transport Post Storage
- 3" Y-Strainer @ Water Pump w/3" Drain Valve
- Performance Package: (Hydraulic Variable Flow, Dual PTO's. Dual Hyd. Pumps)
- 1" Water Relief Valve for Vactor Water Pump
- Stainless Steel Micro-Strainer
- Blower Air Shift Controls
- Hydraulic Cooling Package
- Mid-Ship Handgun Coupling
- Side Mounted Water Pump
- Hose Wind Guide (Dual Roller)
- Hose Footage Counter - Mechanical
- Hose Reel Manual Hyd. Extend/Retract
- Hose Reel Chain Cover (Full)
- Tachometer/Chassis Engine W/Hour Meter
- Circuit Breakers
- LED Lights. Clearance, Back-Up, Stop, Tail & Turn
- Tow Hooks, Front and Rear
- Electronic Back-Up Alarm
- Hydraulic Tank Shutoff Valves
- 8" Vacuum Pipe Package
- Emergency Flare Kit
- Fire Extinguisher 5 Lbs.
- Water Pump Hour Meter
- PTO Hour Meter

- Vactor 2100 Plus Body Decal - Multi-Colored
- Chassis Modifications
- Vactor Manual, Partial Manual and USB Version - 1 + Dealer

ADDITIONAL FEATURES

- 3" Y-Strainer w/25' Fill Hose
- Roots 824-18" Hg. Blower
- 180 Degree Rotation, 5 Ft. Hydraulic Extendable x 5Ft. Telescoping Boom, Front Loading 8" Suction Hose
- 80 GPM Variable Flow Water System
- 2500 PSI Water Pressure
- 1" x 600' Piranha Sewer Hose, 2500 PSI
- Hydraulic Extending/Rotating 15" Hose Reel (1" x 800') Capacity
- Module Paint, Dupont Imron Elite - Sanded Primer Base
- Debris Body Flush Out System
- Debris Body Load Limit Alarm functionally tied to Vacuum Relief
- 6" Butterfly Valve, Rear Door, 3:00 Position
- 6" Butterfly Valve, Rear Door, 6:00 Position
- Rear Door Valve Flush Outs
- Full Rear Door Swinging Screen
- Centrifugal Separators
- Folding Pipe Rack, Curbside
- Folding Pipe Rack, Street Side
- Rear Door Splash Shield
- Lube Manifold
- Plastic Lube Chart
- Low Water Light w/Alarm and Water Pump Flow Indicator
- Continuous Water Tank Fill
- Air Purge
- Hot Shift Blower Drive
- Front Joystick Boom Control
- Wireless Controls, including hose reel controls
- Rotatable Boom Inlet Hose, 5 x 5 Boom
- Rodder System Accumulator- Jack Hammer on/off control w/ manual valve
- Handgun Couplers, Front and Rear
- Hydro Excavation Kit/Retract Reel w/1/2" X 50' Hose and Nozzle
- Automatic Hose Level Wind Guide, Indexing
- Digital Hose Footage Counter
- Handgun Hose Reel w/Spring Retract
- Hydraulic Tool Package
- Rodder Pump Drain Valves
- Washington State DOT Legal Front Bump
- Hydraulic Oil Temp Alarm
- DOT 3 Lighting Package, 6 Federal Signal Strobe Lights, LED
- Work Lights (2), LED, 5 x 5 Boom
- Work Lights (2), LED, Rear Door
- Work Light, LED, Operators Station
- Work Light, LED, Hose Reel Manhole
- Work Light, LED, Curb Side
- Work Light, LED, Street Side
- Hose Reel Wrapped for Delivery
- Toolbox, Front Bumper Mounted, 16 x 12 x 18 w/ (2) LED Side Markers
- Toolbox, Driver Side Chassis Frame, 60w x 24h x 24d
- Toolbox, Driver Side Sub-Frame, 18w x 24h x 24d
- Camera System, Front, Rear and Both Sides
- Digital Water Pressure Gauge

- Blower High Temperature Safety Shutdown
- Warthog Magnum, Keg Rambo, Keg Torpedo and Hydraulic Root Cutter
- Front Bumper Tool Box Tray
- Tray Mounted between Chassis Grill and Hose Reel
- 2018 Freightliner 114SD Extended Cab, Allison Automatic Transmission, Detroit DD13 Diesel Engine, Tandem Axle Chassis, Extended Warranty
- Training for 2 at Owen Equipment

Chassis Source - Customer Supplied

Module Paint Match Cab - No
Module Paint Color - Grey
Cab Color - White
Door Stripe Color - None
Chassis Axle - Tandem
Certified Unit Weight Required - No

Factory Total:	\$322,360.00
*Chassis Price:	\$116,331.00
NJPA Discount:	-\$9,671.00
Estimated Taxes:	
	\$37,325.00
Total Price:	\$466,345.00

Please remember Price indicated includes unapproved Special Requests

Vactor Price valid for 30 Days from date of 10/03/2017
Chassis Price could adjust due to Model Year change.

Product Model: 2100PLUS

Product Model: 2100PLUS

Proposal Date: 10/03/2017

Quote Number: 2017-20936

Price List Date: 1/1/2017

P.O. Number:

Payment Terms:

Proposal Notes:

1. Multiple unit orders will be identical to signed proposal. Changes or deviations to any unit of a multiple unit order will require a new signed proposal.
2. Chassis specifications and data codes for customer supplied chassis must be submitted to and approved by Vactor Manufacturing prior to submittal of customer purchase order
3. All prices quoted are in US Dollars unless otherwise noted.

SIGNED BY:

_____ Date: _____

LIMITED WARRANTY

Limited Warranty. Each machine manufactured by VACTOR/GUZZLER MANUFACTURING (or, "the Company") is warranted against defects in material and workmanship for a period of 12 months, provided the machine is used in a normal and reasonable manner and in accordance with all operating instructions. In addition, certain machines and components of certain machines have extended warranties as set forth below. If sold to an end user, the applicable warranty period commences from the date of delivery to the end user. If used for rental purposes, the applicable warranty period commences from the date the machine is first made available for rental by the Company or its representative. This limited warranty may be enforced by any subsequent transferee during the warranty period. This limited warranty is the sole and exclusive warranty given by the Company.

STANDARD EXTENDED WARRANTIES (Total Warranty Duration)

2100 Series, HXX, Series and Jetters

10 years against water tank leakage due to corrosion. Nonmetallic water tanks are covered for 5 yrs. against any factory defect in material or workmanship.

2100 Series and HXX only

5 years against leakage of debris tank, centrifugal compressor or housing due to rust-through.

2100 Series and Jetters

2 years - Vactor Rodder Pump on all unit serial numbers starting with 13##V#####.

Exclusive Remedy. Should any warranted product fail during the warranty period, the Company will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company's examination discloses to be defective in material or factory workmanship. Repairs or replacements are to be made at the selling Vactor/Guzzler distributor's location or at other locations approved by the Company. In lieu of repair or replacement, the Company may elect, at its sole discretion, to refund the purchase price of any product deemed defective. The foregoing remedies shall be the sole and exclusive remedies of any party making a valid warranty claim.

This Limited Warranty shall not apply to (and the Company shall not be responsible for):

1. Major components or trade accessories that have a separate warranty from their original manufacturer, such as, but not limited to, trucks, engines, hydraulic pumps and motors, tires and batteries.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as, but not limited to, oils, fluids, vacuum hose, light bulbs, fuses, gaskets.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended by the Company.
5. Repairs, modifications or alterations without the express written consent of the Company, which in the Company's sole judgment, have adversely affected the machine's stability, operation or reliability as originally designed and manufactured.
6. Items subject to misuse, negligence, accident or improper maintenance.

NOTE The use in the product of any part other than parts approved by the Company may invalidate this warranty. The Company reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make the Company liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE DISCLAIMED.

This warranty is in lieu of all other obligations or liabilities, contractual and otherwise, on the part of the Company. For the avoidance of doubt, the Company shall not be liable for any indirect, special, incidental or consequential damages, including, but not limited to, loss of use or lost profits. The Company makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of the Company in connection with the sale, servicing or repair of any machine manufactured by the Company. Any legal action based hereon must be commenced within eighteen (18) months of the event or facts giving rise to such action.

The Company reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.



VACTOR/GUZZLER MANUFACTURING

1621 S. Illinois Street
Streator, IL 61364

TERMS AND CONDITIONS

ORDERS: All orders are subject to acceptance by Vactor Manufacturing, Inc. or Guzzler Manufacturing, Inc. (hereafter referred to as Vactor). Orders for products not normally carried in stock or requiring special engineering or manufacturing is in every case subject to approval by Vactor's Management.

PRICES: All orders are subject to current prices in effect at the time of order acknowledgement.

F.O.B. Point: Unless otherwise stated, all prices listed are F.O.B. factory.

PAYMENT TERMS: The company's payment terms are due upon receipt, unless otherwise stated. However, until such time as Vactor receives full payment, Vactor shall maintain a purchase money security interest in the product.

CANCELLATION: Orders regularly entered cannot be cancelled except upon terms that will compensate Vactor for any loss or damage sustained. Such loss will be a minimum of 10% of the purchase price.

SHIPMENT: All proposals are based on continuous and uninterrupted delivery of the order upon completion, unless specifications distinctly state otherwise. In the event that agreement is reached for Vactor to store completed items, they will be immediately invoiced to the customer and become due and payable. Storage shall be at the risk of the customer and Vactor shall be liable only for ordinary care of the property.

STORAGE CHARGES: Vactor shall charge the customer at current rates for handling and storing customer's property (e.g. truck chassis) held for more than thirty (30) days after notification of availability for shipment. All customer's property, or third party's property, that is stored by Vactor is at the customer's or other party's risk. Vactor is not liable for any loss or damage thereto caused by fire, water, corrosion, theft, negligence, or any caused beyond its reasonable control.

PERFORMANCE: Vactor shall not be liable for failure to complete the contract in accordance with its terms if failure is due to wars, strikes, fires, floods, accidents, delays in transportation or other causes beyond its reasonable control.

EXPERIMENTAL WORK: Work performed at customer's request such as sketches, drawings, design, testing, fabrication and materials shall be charged at current rates.

SKETCHES, ENGINEERING DRAWINGS, MODELS and all preparatory work created or furnished by Vactor, shall remain its exclusive property; and no use of same shall be made nor may ideas obtained therefrom be used except with the consent of and on terms acceptable to Vactor.

TAXES: The pricing attached does not include Federal, State or local taxes which are the buyer's responsibility. However, Vactor/Guzzler Manufacturing, Inc. shall be responsible for Federal Excise Tax (F.E.T.) unless it is separately stated on the invoice and added to the selling price. If F.E.T. is not separately stated on the invoice it has not been included in the price and Vactor/Guzzler will pay any F.E.T. due itself and bear the cost of the tax. Any refunds or adjustments to the F.E.T. in such cases belong to Vactor/Guzzler.

PRODUCT IMPROVEMENTS: Vactor reserves the right to change manufacturing specifications and procedure in accordance with its product improvement policy.

MOUNTING PRICES: Mounting prices assume normally factory installation on a truck chassis suitable for the unit purchased. Relocation of batteries, fuel tanks, mufflers, air tanks, etc. will be an additional charge, billed at the standard factory labor rate.

WARRANTY: Vactor warrants its products to be free from defects in material and workmanship, subject to the limitations and conditions set forth in its current published warranty. Other than those expressly stated herein. **THERE ARE NOT OTHER WARRANTIES OF ANY KIND EXPRESS OR IMPLIED, AND SPECIFICALLY EXCLUDED BUT NOT BY WAY OF LIMITATION, ARE THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MECHANABILITY.**

IT IS UNDERSTOOD AND AGREED THE SELLER'S LIABILITY WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY THE PURCHASER AND UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE PRICES STATED FOR THE EQUIPMENT IS A CONSIDERATION IN LIMITING SELLER'S LIABILITY. NO ACTION REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTION OF THE AGREEMENT MAY BE BROUGHT BY PURCHASER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCURED.

SELLER'S MAXIMUM LIABILITY SHALL NOT EXCEED AND BUYER'S REMEDY IS LIMITED TO EITHER (I) REPAIR OR REPLACEMENT OF THE DEFECTIVE PART OF PRODUCT, OR AT SELLER'S OPTION (II) RETURN OF THE PRODUCT AND REFUND OF THE PURCHASE PRICE AND SUCH REMEDY SHALL BE BUYER'S ENTIRE AND EXCLUSIVE REMEDY.

TERMS AND CONDITIONS

This agreement shall be construed according to the laws of the State of Illinois. Failure at anytime by Vactor to exercise any right of the Company may have under this agreement shall not constitute a waiver-thereof nor prejudice Vactor's right to enforce it thereafter.

This order, including the above terms and conditions, contains the complete and final agreement between the parties hereto and no other agreement in any way modifying any of said terms and conditions will be binding on Vactor unless in writing and agreed to by an authorized representative of Vactor.

I agree with the above terms and conditions:

Date: _____



Formal Offering of Proposal
(To be completed Only by Proposer)

SEWER VACUUM, HYDRO-EXCAVATION, AND/OR STREET SWEEPER EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES,

In compliance with the Request for proposal (RFP) for "SEWER VACUUM, HYDRO-EXCAVATION, AND/OR STREET SWEEPER EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES", the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: Sewer Equipment Company of America Date: 2-13-14

Company Address: 1590 Dutch Road

City: Dixon IL State: IL Zip: 61021

Contact Person: Tom Hochmuth Title: Western Region Sales Manager

Authorized Signature (ink only): [Signature] Tom Hochmuth
(Name printed or typed)



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA 022014 Sewer Vacuum, Hydro-excavation, and street sweeper equipment with related accessories & supplies
Sewer Equipment Company of America
Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be March 18th, 20 14 and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: [Signature] Dr. Chad Coquette
NJPA Executive Director (Name printed or typed)

Awarded this 18th day of March, 20 14 NJPA Contract Number #022014-SCA

NJPA Authorized signature: [Signature] Scott Veronen
NJPA Board Member (Name printed or typed)

Executed this 18th day of March, 20 14 NJPA Contract Number #022014-SCA

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name Sewer Equipment Company of America

Vendor Authorized signature: [Signature] (Name printed or typed)

Title: Western Region Sales Manager

Executed this 22nd day of March, 20 14 NJPA Contract Number #022014-SCA