TIPPECANOE COUNTY
HIGHWAY DEPARTMENT

Stewart W. Kline, P.E. Executive Director
Mike Spencer, Assistant Executive Director

20 North Third Street
Lafayette, IN 47901

Phone: (765) 423-9210
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EVALUATION OF REQUEST FOR PROPOSALS FOR TANDEM AXLE DUMP TRUCKS

A Notice of RFP for new 2020 or 2021 Tandem Axle Dump Trucks was first published on February 19, 2021. Proposals were received on or before 3:00 PM on March 10, 2021, and publicly opened immediately after the deadline in the Tippecanoe County Highway Department Conference Room, 20 North Third Street. The proposals are on file and available for viewing in the Highway Department Offices.

The proposals were evaluated using the criteria stated in the proposals. The proposals were evaluated based upon the total cost, and technical merits of the proposal, detailed in the specifications.

The Department has reviewed the submitted proposals.

PROPOSALS

Proposals were received from the following companies:

M & K Truck Center
1401 Harding Court
Indianapolis, IN 46217

Andy Mohr Truck Center
1601 S High School Road
Indianapolis, IN 46241

Stoops Freightliner (2)
6105 Columbus
Avenue Anderson, IN
46013

Wiers International Trucks
2111 Jim Neu Drive
Plymouth, IN 46563

TECHNICAL MERITS AND SPECIFICATIONS

All of the proposals were first reviewed to determine if each proposal substantially met technical requirements. Following are the results of the technical review:

M & K Truck Center (Mack)

All technical requirements were substantially met

Stoops Freightliner

Proposal 1 - All technical requirements were substantially met.

Proposal 2 - Body Builder did not meet requirements.

Andy Mohr Truck Center (Volvo)

All technical requirements were substantially met.

Wiers International Trucks (International Harvester)

The proposal did not meet multiple technical requirements.

TOTAL COSTS

Next the proposals were reviewed looking at the total cost of each package. The package requested was 4 tandem axle dump trucks with 14' multi-purpose dump body, central hydraulic system, front snowplow and hitch, liquid pre-wetting system and compliant with 2020 and 2021 EPA emission systems.

The proposed costs are:

Stoops Freightliner Proposal 1 - $826,568.00

Stoops Freightliner Proposal 2 - $776,604.00

Andy Mohr Truck Center - $898,000.00

Wiers International - $834,000.00

M & K Truck Center (Mack) - $897,900.04

Of the three vendors who substantially met the technical requirements, Stoops Freightliner (Proposal 1), M&K Truck Center, and Andy Mohr, the lowest proposal was from Stoops Freightliner (Proposal 1) while the M&K Truck Center Proposal was second.

LIFE CYCLE COST CONSIDERATIONS

While the M & K Truck Center (Mack Trucks) have an initial additional purchase cost of $17,833.01 per truck over the Stoops Proposal 1 proposal, resulting in an annualized additional purchase price over a 15-year life of only $1,188.87 per year.

Our Fleet Management system was used to compare our existing annualized Freightliner maintenance costs as compared to our existing Volvo (Mack Parent Company) maintenance costs. The comparison between our Freightliners with an average age of only **7** years against our Volvos with an average age of **18** years, revealed that the Freightliners are costing approximately $13,000 more than the Volvos per year in maintenance.

RECOMMENDATION

Based upon the Department's review of the proposals submitted by each of the vendors, the Highway Department recommends that the Board of Commissioners of Tippecanoe County accept the proposal from M & K Truck Center for sale and delivery of the Three Mack Tandem Axle Dump Trucks for $897,900.04.

Prepared By:

Tippecanoe County Highway Department

Stewart W Kline

Stewart W Kline, Executive Director

Proposal

TOTAL FOR ONE (1) COMPLETE TRUCK $ 224,475.01
14 ft Multi-Purpose Dump Body, Central Hydraulic System,
Front Snowplow and Hitch, Liquid pre-wetting System

TOTAL FOR Four (4) COMPLETE TRUCKS $ 897,900.04

ATTACH INFORMATION FOR ALL FUNDING OPTIONS

POSSIBLE OPTIONS:
PURCHASE, LEASE, LEASE-PURCHASE, LEASE-PURCHASE-BUYBACK, ETC.

Proposer Name Marcus Hayden

Address 1665 S. County Rd 800 W.

Phone 765-414-3031

Acceptance:

Tippecanoe County Board of Commissioners

By: _____ **Date:** _____

Thomas Murtaugh, President

By: _____ **Date:** _____

David Byers, Vice President

By: _____ **Date:** _____

Tracy Brown, Member

Attest:

By: _____ **Date:** _____

Bob Plantenga, Auditor

VEHICLE PURCHASE AGREEMENT

MACK

VOLVO

M&K TRUCK CENTERS

1665 S County Rd 800 W | Frankfort, IN 46041
p: 765.601.9300 | f: 765.601.9390

☒ New ☐ Used	YEAR 2022	MAKE MACK	MODEL Granite	COLOR RED
VEHICLE IDENTIFICATION NUMBER			ENGINE NO.	
TRIM	MILEAGE	WEIGHT	WHEELBASE	
FRAME	ENGINE		TRANSMISSION	
REAR AXLE	RATIO			
TIRES FRONT	SIZE	PLY	TYPE	
TIRES REAR	SIZE	PLY	TYPE	

DESCRIPTION OF TRADE-IN

YEAR	MAKE	MODEL	COLOR
VEHICLE IDENTIFICATION NUMBER	APPRAISED BY	APPRAISAL $	
CURRENT ODOMETER READING	BALANCE OWED TO	BALANCE OWED $	
ENGINE	WHEELBASE	STOCK #	
TRANSMISSION	RATIO	STEERING	AIR COND. YES ☐ NO ☐
TIRE SIZE & TREAD	FRT. AXLE	REAR AXLE	

THIS AGREEMENT IS NOT BINDING UPON EITHER THE PURCHASER OR THE DEALER UNTIL SIGNED BY BOTH PARTIES.
THIS AGREEMENT SHALL NOT BE BINDING UPON THE DEALER, OR THE PURCHASER UNTIL ALL CREDIT TERMS, IFF APPLICABLE, ARE APPROVED AND ACCEPTED BY ALL PARTIES - DEALER, PURCHASER AND LENDING INSTITUTION. IF CREDIT TERMS ARE NOT ACCEPTED, FULL DEPOSIT WILL BE REFUNDED TO PURCHASES.

USED VEHICLE - WHETHER OR NOT SUBJECT TO MANUFACTURER'S WARRANTY.

UNLESS A SEPARATE WRITTEN DOCUMENT SHOWING THE TERMS OF ANY DEALER WARRANTY OR SERVICE CONTRACT IS FURNISHED BY THE DEALER TO THE PURCHASER, THIS VEHICLE IS SOLD **"AS IS"** WITHOUT ANY WARRANTY EITHER EXPRESS OR IMPLIED. THE PURCHASER WILL BEAR THE ENTIRE EXPENSE OF REPAIR OR CORRECTING ANY DEFECTS THAT PRESENTLY EXIST OR THAT MAY OCCUR IN THE USED VEHICLE.

SUBJECT TO PRIOR SALES: No vehicle will be held for more than 5 working days waiting for credit approval.

I HAVE READ THE TERMS ON THE BACK AND HAVE RECEIVED A COMPLETED COPY OF THIS AGREEMENT

X_____ / / _____
PURCHASER'S SIGNATURE DATE

X_____ / / _____
CO-PURCHASER'S SIGNATURE DATE

X_____ / / _____
DEALER OR AUTHORIZED REPRESENTATIVE DATE

(SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS)

PURCHASER Tippecanoe County Highway Dept.		STOCK NO.
ADDRESS 3550 Brady Lane		DATE 3/10/2021
CITY Lafayette	STATE IN	ZIP 47909
RES. PHONE	BUS. PHONE (765) 474-7079	COUNTY OF RESIDENCE
DRIVERS LICENSE NO.		STATE / BIRTHDATE
INSURANCE COMPANY		AGENT AND PHONE NO.
POLICY NO./BINDER NO.		SALESMAN

BASE PRICE OF VEHICLE	$ 128,587	01
WORK TO BE PERFORMED BEFORE DELIVERY:		
Henderson body	$95,888	00
Price for one truck and body		
LIENHOLDER:		

1. PRICE OF VEHICLE (Including Freight & Accessories)	$224,475	01
2. OTHER TAXABLE CHARGES (Service Fee, etc.)		
3. TOTAL TAXABLE PRICE		
4. SALES TAX		
5. TITLE FEE		
6. LICENSE FEE WEIGHT_____		
7. F.E.T.		
8. LABOR OR OTHER NON-TAX CHARGES		
9. TOTAL DELIVERED PRICE		
10. CASH ON DEPOSIT (Receipt No. _____)		
11. CASH DUE ON DELIVERY		
12. TRADE-IN ALLOWANCE		
13. LESS: LIEN		
14. TOTAL DOWN PAYMENT		
15. BALANCE		
16. FINANCE CHARGE (See separate financing contract) ANNUAL PERCENTAGE RATE _____% FINANCE COMPANY_____		
17. INSURANCE CHARGE (SEE ITEM ON REVERSE SIDE)		
18. TOTAL AMOUNT OF AGREEMENT	$224,475	01

ADDITIONAL TERMS AND CONDITIONS

1. DEFINITIONS As used in this agreement the terms (A) "Dealer" means **M & K Quality Truck Sales** who shall become a party to this agreement by its acceptance. (B) "Purchaser" means the party initiating this agreement as stated on the face of the agreement. (C) "Manufacturer" means the corporation that manufactured the vehicle or chassis, it being understood by the Purchaser and Dealer that the Dealer is in no respect the agent of the Manufacturer and that the Dealer and Purchaser are the sole parties to this agreement. Reference to the Manufacturer is only for the purpose of explaining generally certain contractual relationships between the Dealer and Manufacturer.

2. PRICE CHANGES If the Manufacturer notifies the Dealer of a change in price for the new motor vehicles of the same style and type as the vehicle ordered by this agreement, and prior to delivery of the vehicle ordered by the Purchaser, the Dealer shall have the right to adjust the cash delivered price of the vehicle ordered, only in the amount of the increase. In the event of any such change in price, the Purchaser shall have the option of concluding the purchase at the adjusted price or canceling this agreement. If the Purchaser elects to cancel this agreement, the Dealer will refund to the Purchaser all amounts previously paid, and if the Purchaser has delivered to the Dealer a used vehicle as all or part of the payment required, the Dealer shall redeliver the used vehicle to the Purchaser subject to a reasonable charge for any repairs performed to the used vehicle. If the Dealer has sold the trade-in vehicle, the Dealer shall pay to the Purchaser the agreed value of fair market value of the vehicle.

3. MANUFACTURER'S DESIGN CHANGES If the Manufacturer changes or modifies the design of or any part or accessory of the new motor vehicle after the Purchaser's order for the new vehicle has been entered by the Dealer, the Purchaser shall have no claim or right against the Dealer should the Purchaser's new vehicle not contain such changes or modifications, nor shall the Dealer be required to effect such changes or modifications to the Purchaser's new vehicle.

4. DELAYS IN DELIVERY The Dealer shall not be liable for any damages resulting from a failure to deliver or other delay caused by the Manufacturer, accidents, fire or any other causes beyond the Dealer's control.

5. USED VEHICLE APPRAISAL If the Purchaser is delivering a used motor vehicle as part of the purchase price and the delivery will not be made until delivery of the Purchaser's ordered new vehicle, the Dealer shall have the right to reappraise the Purchaser's used vehicle at the time of delivery of the new vehicle. The reappraisal amount shall be the amount allowed for the used vehicle in this transaction. If the Purchaser is dissatisfied with the reappraisal, the Purchaser may cancel this agreement provided that the cancellation occurs prior to the delivery of the new vehicle.

6. TITLE TO THE USED VEHICLE Any used vehicle delivered by the Purchaser to the Dealer in connection with this transaction, shall be accompanied by title documents sufficient to enable the Dealer to obtain a title to the vehicle in accordance with the applicable state law. The Purchaser warrants that any used vehicle delivered to the Dealer is properly titled to the Purchaser and that the Purchaser has the right to sell or otherwise convey such vehicle and that such vehicle is free and clear of liens or encumbrances except as may be noted on the reverse side of this agreement.

7. PURCHASER'S REFUSAL TO PURCHASE If the Purchaser fails to perform the Purchaser's obligations, including but not limited to, any failure to take delivery of or to pay the agreed purchase price for the ordered motor vehicle, the Dealer shall be permitted to retain any amount previously paid by the Purchaser as liquidated damages for the Purchaser's default. If the Purchaser has delivered a used motor vehicle to the Dealer as part or all of the purchase price, the Dealer may sell the used vehicle and then retain the proceeds.

8. TAX LIABILITY The Purchaser shall be liable for all sales, use or other taxes of a similar nature applicable to the transaction unless such payment otherwise is prohibited by law; provided that the Purchaser shall in no event be liable for any taxes calculated on the Dealer's income.

9. INSURANCE UNAVAILABILITY In the event this agreement includes a charge for credit life disability insurance and for any reason such insurance cannot be provided, the Purchaser shall receive a credit for the amount charged for such insurance provided the inability of the Dealer or any assignee of the Dealer to secure such insurance for the Purchaser shall not relieve the Purchaser from the Purchaser's obligation to purchase the vehicle described in this agreement. Credit life and credit disability insurance are not mandatory.

10. FACTORY WARRANTY Unless a separate written document showing the terms of any Dealer warranty or service contract is furnished by the Dealer to the Purchaser, any warranty on any new vehicle still subject to the manufacturer's warranty is that made by the Manufacturer only. THE DEALER HEREBY DISCLAIMS, TO THE EXTENT PERMITTED BY LAW, ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. USED VEHICLE – WHETHER OR NOT SUBJECT TO MANUFACTURER'S WARRANTY UNLESS A SEPARATE WRITTEN DOCUMENT SHOWING THE TERMS OF ANY DEALER WARRANTY OR SERVICE CONTRACT IS FURNISHED BY THE DEALER TO THE PURCHASER, THE VEHICLE IS SOLD "AS IS" WITH ANY WARRANTY EITHER EXPRESS OR IMPLIED. THE PURCHASER WILL BEAR THE ENTIRE EXPENSE OF REPAIR OR CORRECTION OF ANY DEFECTS THAT PRESENTLY EXIST OR THAT MAY OCCUR IN THE USED VEHICLE.

12. FINAL AGREEMENT Upon acceptance of this proposal, the terms contained herein shall be the final, complete and exclusive statement of our agreement and shall supersede any prior agreements or understanding relating to the subject matter hereof, and the agreement may not be cancelled or modified without the Dealer's written consent.

13. ARBITRATION Any dispute under this agreement shall be resolved by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. The arbitration proceedings shall be conducted in Grand Rapids, Michigan. The interpretation of this agreement shall be determined by the laws of the State of Michigan.

INITIAL HERE

CLARK	CLARK TRUCK EQUIPMENT 105W. 580 N. CRAWFORDSVILLE, IN. 47933 Phone: (800) 382-0873 Fax: 765-362-4103	**Quotation #2262021EL** **RE: TIPPE CTY HWY**

MARCUS HAYDEN M & K TRUCK CENTERS 1665 S. COUNTY ROAD 800 W. FRANKFORT, IN 46041	Phone: (765)601-9300 Fax: (765)601-9390 Email: marcus.hayden@mktruck.com	Date: 3/9/2021 Rep.:

4 – Henderson 14' Multi-Purpose Muni dump body packages – 201 stainless steel construction – Force America hydraulic system – Henderson 11' snow plow – Henderson pre-wet system – lights per specifications – installation supplied by Clark Truck Equipment – NO EXCEPTIONS – due to the unprecedented current circumstances we will not participate in the $100.00 per day late fee.

PRICE PER UNIT INSTALLED - $95,888.00
X 4 = $383,552.00

Submitted by: *Larry Smith*

Prices are F.O.B. Crawfordsville, In.
Prices are good for 30 days.
Any applicable taxes are additional.
A 3% fee will be added to all credit card charges.

Accepted By:

Thank you for your business.