

# CITY OF HIGH POINT

## AGENDA ITEM



**Title:** Articulated Dump Truck

**From:** Kevin Rogers, Fleet Director

**Public Hearing:** N/A

**Attachments:** Formal Bid Recommendation

**Meeting Date:** August 15, 2022

**Advertising Date /** N/A

**Advertised By:** N/A

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### PURPOSE:

The Landfill Operations Division needs to place an order for an articulated dump truck. Using the Sheriff's Association Contract# 22-06-0426, the current production 2022 Bell B50E articulated dump truck is being recommended for City Council Approval.

### BACKGROUND:

The Landfill Operations Division is currently using three (3) tandem dump trucks that this unit will replace. The new Bell B50E Articulated Dump is needed for Landfill use and will meet their needs well. The price of \$607,466 is for the truck, training, delivery, and extended warranty. The estimated delivery is 360+ days.

### BUDGET IMPACT:

Funds are available in 2022-23 budget

### RECOMMENDATION / ACTION REQUESTED:

The Fleet Services Department recommends purchasing the articulated dump truck from National Equipment Dealers, LLC in the amount of \$607,466. Recommendation also includes declaring three (3) current trucks as surplus and disposing through the online auction process.





FORMAL BID RECOMMENDATION  
REQUEST FOR COUNCIL APPROVAL

DEPARTMENT: Fleet Services

COUNCIL AGENDA DATE: 08/15/2022

BID NO.: NC Sheriffs Association CONTRACT NO.: 22-06-0426 DATE OPENED:

DESCRIPTION:

Quantity one (1) Bell B50E articulated dump truck

PURPOSE:

The Landfill Operations Division is currently utilizing three (3) tandem axle dump trucks that are currently not meeting their needs. The new Bell B50E articulated dump truck will meet their needs and eliminate the need for the three (3) tandem axle dump trucks.

COMMENTS:

The new Bell B50E articulated dump truck will meet the needs of the Landfill Operations Division. The price of \$607,466 is for the truck, training, delivery, and extended warranty.

RECOMMEND AWARD TO: National Equipment Dealers AMOUNT: \$607,466.00

JUSTIFICATION:

Using the bid allows the City of High Point to take advantage of the volume discount offered through the NC Sheriffs Association

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
501271	532401			\$607,466.00
TOTAL BUDGETED AMOUNT				\$607,466.00

DEPARTMENT HEAD: DATE: 08/3/2022

The Purchasing Division concurs with recommendation submitted by the Fleet Services and recommends award to the lowest responsible, responsive bidder National Equipment in the amount of \$ 607,466.00 .

PURCHASING MANAGER: DATE: 8/5/22

Approved for Submission to Council  
FINANCIAL SERVICES DIRECTOR: DATE:

CITY MANAGER: DATE:





NATIONAL EQUIPMENT DEALERS, LLC.

Quotation / Order  
January 29, 2021  
(Revised March 7, 2022)

City of Hight Point  
Mr Mike Spencer

Ship to:  
High Point Kersey Valley Landfill  
3940 Kivett Dr  
Jamestown, NC

*Thank you for this opportunity. We would like to offer you the following for your purchase consideration. If you have any questions please do not hesitate to contact us.*

## NEW Bell B50E Articulated Dump Truck

- [Mercedes](#) OM473LA, Turbo, Tier 4F, Stage V, 543 HP Diesel Engine
- [Allison](#) 4800 ORS Fully Automatic Planetary Transmission
- Bell Transfer Case and Axles with High Input Limited Slip Differential
- Outboard Heavy Duty Planetary Final Drives on all Axles
- Dual Circuit, Full Hydraulic Actuation Wet Disc Brakes
- Automatic Traction Control, [Hill Assist](#), and Retarders
- Full Load Sensing Hydraulic System
- Two Double-Acting, Single Stage Dump Cylinder System
- I-Tip Programmable Dump Body Settings
- 1 Year/2,000 Hr Full and 3 Year/6,000 Hour Powertrain Warranty
- Includes: Tailgate with Positive Downforce Suspension
- [Operating Weight: 78,650 lbs. Empty / 178,740 lbs. Loaded](#)
- Enclosed ROPS Cab with HVAC Climate Control
- Deluxe 10" LCD Display Monitor with Diagnostics
- Center-Mount Air Suspension Seat
- Foldaway Passenger Seat
- Rev. Camera / Daily Fluid and System Checks in Monitor
- Forward Work Lights
- [Onboard Weighing](#)
- 875/65 R29 Radial Earthmover Tires
- [Fleetm@tic® Classic Package 5 Years/Telematics](#)
- [Automatic Greasing System](#)
- [Heated/Mechanical Cab Controlled Side Mirrors](#)

**Sale Price:** \$ 599,473.00 (Price good if PO Received by Sept 1, 2022)

As equipped above. FOB Jamestown, NC  
Sales Tax: Guilford County

- 1) Only Mercedes Engine and Allison Transmission in Market - Proves to be [Industry Leading Fuel Efficiency](#)
- 2) Class Leading Payload to Weight Ratio from extensive use of high strength, lightweight materials in manufacturing sp less fuel burn empty
- 3) Onboard Weighing Standard - Options on some trucks
- 4) 5 Years of Fleetmatic Telematics FREE - At Top of Market
- 5) Auto Grease System Standard - No other manufacturer offers this as standard - a \$13,500 Option
- 6) Heated, Cab Controlled Mirrors - SAFETY feature - standard on Bell's where optional on others

All Delivery, Setup, and Training - (INCLUDED)	
5 Yrs / 5000 Hour Extended Full Warranty -	\$ 19,326.00 New 2022 Pricing but *must include Sched Svcs Package
5 Yrs / 5000 Hour Sched Maint Package -	\$ 39,870.00 New 2022 Pricing
3 Yrs / 3000 Hour Extended Full Warranty -	\$ 7,993.00 New 2022 Pricing but *must include Sched Svcs Package
3 Yrs / 6000 Hour Sched Maint Package -	\$ 23,940.00
5 Yrs / 6000 Hour Extended Drive Train Only -	\$ 7,993.00

Price and payments do not include applicable sales, use or property taxes.

Pricing based on NC Sheriff's Contract 22-06-0426 for 2021/22. Base Pricing on Sheriff's Bid - \$620,965.96 Extra Discount to High Point of: \$ 21,492.96



## Terms & Conditions

1. In the event Buyer fails to pay any portion of the amount identified above, Buyer shall be responsible, and must reimburse Seller, for any costs (including litigation costs and attorney's fees) incurred by Seller collecting the outstanding balance. Any past due amounts owing under this Bill of Sale shall accrue interest at 1½ % per month until the entire balance is paid in full.
2. Title to or ownership of the Property shall not pass from Seller to Buyer, and Seller is not obligated to relinquish possession of the Property, until Seller is paid in full and all funds have cleared. In the event Buyer fails to make immediate payment, Buyer shall be in default under this agreement, and Seller may pursue any available remedy under applicable law. Buyer shall still be responsible for all unpaid rental charges associated with the rental of said Property through the completion of the sale.
3. Risk of loss of the Property shall pass to Buyer when Seller notifies Buyer that the Property is available for pick-up or shipment. If Buyer does not furnish shipping instructions, Seller will select the mode of shipping. In that situation, if Seller selects to ship the Property by carrier, risk of loss shall pass to Buyer when Seller makes the Property available to the carrier for shipment. Any charges to ship, load, unload, erect or dismantle the Property, and any demurrage or similar charges, are the sole responsibility of Buyer.
4. To the full extent allowed by law, Buyer agrees to indemnify, defend and hold harmless Seller from and against any and all (1) federal, state, municipal and local license fees and taxes of any kind or nature owing from Buyer in connection with the purchase of the Property, including without limitation, any and all excise, personal property, use and sales taxes; and (2) liabilities, obligations, losses, damages, and penalties incurred by, and claims, actions, and suits against, Seller which result from the sale of the Property to Buyer or in connection with Buyer's use, possession, or ownership of the Property.
5. Check box if not applicable: ☐ Buyer acknowledges that used property, as identified on previous is being sold "As is, Where is" and with all faults. Buyer agrees and understands that Seller makes no warranty regarding the condition of the used Property or its fitness for a particular purpose, and none shall be implied. Seller solely represents, warrants, and covenants to Buyer that (1) Seller is currently the true and lawful owner of the Property; (2) the Property shall be transferred to Buyer free and clear of all liens, and encumbrances; and (3) Seller currently holds the right to transfer ownership of the Property to Buyer pursuant to the terms herein.
6. This contract shall be governed by the law of the State of North Carolina. The Mecklenburg and Davidson County, NC courts and the U.S. Western and Middle District courts of NC shall have exclusive jurisdiction over any claim filed in connection with this agreement, and Buyer waives the right to challenge jurisdiction and venue in the aforesaid courts.
7. Notice is hereby given that May Heavy Equipment has assigned to WTP Exchange, as part of a like-kind exchange, its rights (but not its obligations) to sell the equipment described in this sale agreement.
8. This agreement constitutes the entire contract between the parties and no other verbal or written agreement exists, and Buyer acknowledges that Seller makes no other representation or warranty apart from that contained herein.