

RESOLUTION NO. 2017 - 21

A RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) TR-270 TRACK SKID LOADER, FROM GROFF TRACTOR OF NEW JERSEY, LLC, 551 N. HARDING HIGHWAY, VINELAND, NJ 08360, IN THE AMOUNT OF \$87,275.00, PURSUANT TO A NATIONAL COOPERATIVE CONTRACT AGREEMENT WITH NATIONAL JOINT POWERS ALLIANCE (NJPA) CONTRACT #032515-CNH.

WHEREAS, the City of Vineland Electric Utility – Distribution Division is in need of a TR-270 Track Skid Loader and;

WHEREAS, the City of Vineland is a member of a National Cooperative Purchasing Agreement known as the National Joint Powers Alliance (NJPA) under member number 19409- and, NJPA is a national cooperative contract organization; and,

WHEREAS, NJPA, National Cooperative Purchasing Program has acted as lead agency and awarded Contract #032515-CNH, Public Utility Equipment with Related Accessories. Specific information regarding the contract may be found on the NJPA website at: www.njpacoop.org and,

WHEREAS, N.J.S.A. 52:34-6.2 permits the City of Vineland to purchase One (1) TR-270 Track Skid Loader using the offered National Cooperative Contract without public bidding, subject to the submittal and acceptance of certain documentation by Groff Tractor of New Jersey, LLC;

WHEREAS, the City of Vineland intends under NJPA, under the Category: Public Utility Equipment with Related Accessories, Contract #032515-CNH, to purchase from Groff Tractor of New Jersey LLC, 551 N. Harding Highway, Vineland, NJ, 08360, One (1) TR-270 Track Skid Loader, in an amount not to exceed \$87,275.00, as listed in the Quotation made available through the NJPA.

WHEREAS the Director of Public Works and the Qualified Purchasing Agent, with the concurrence of the Business Administrator, recommend the use of the National Cooperative Pricing through NJPA for this procurement;

WHEREAS, notice of the within purchase has been published on December 19, 2016, with a 10-day comment period as required by Local Finance Notice 2012-10 and;

WHEREAS, the City of Vineland Purchasing Agent has determined that the use of the offered National Cooperative Contract will result in cost savings after all factors, including charges for service, material and delivery have been considered and has verified that such equipment is not available through State Contract awarded by the Division of Purchase and Property in the New Jersey Department of the Treasury pursuant to N.J.S.A. 40A:11-12; and

WHEREAS, the availability of funds for said purchase to be awarded herein have been certified by the Chief Financial Officer; and

WHEREAS, the City of Vineland has certified that this meets the statute and regulations governing the award of said contracts;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF VINELAND, that the Purchasing Agent is authorized to prepare a purchase order to procure One (1) TR-270 Track Skid Loader, in an amount not to exceed \$87,275.00.

BE IT FURTHER RESOLVED that the purchase order shall contain a requirement that “the vendor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request”.

Adopted:

President of Council

ATTEST:

City Clerk

AWARD CONTRACT RESOLUTION REQUEST

From: Miguel A. Mercado, Purchasing Agent

To: Business Administration

Date of Request: December 22, 2016

City Council Meeting Date: January 10, 2017

Title: New Case TR-270 Track Skid Loader

Competitive Process: National Cooperative Contract - National Joint Powers Alliance
#032515-CNH

Commend Period Ended: December 19, 2016

Resolution Request:

This is a request to award the purchase of a New Case TR-270 Track Skid Loader for the City of Vineland Electric Utility – Distribution Division in the amount of \$87,275.00 through the National Cooperative Contract – National Joint Powers Alliance, (NJPA). Purchasing the truck through the “national cooperative contract” is allowed under PL 2011, c.139.

The vendor is: Groff Tractor of New Jersey, LLC
551 N. Harding Highway
Vineland, NJ 08360

By using the national contract, the city will save time and costs associated with bid specification preparation, receiving bids and awarding a contract. Quotes were received to compare NJPA pricing and Groff Tractor under NJPA was the lowest cost to the City.

As required, a notice of intent to award this item using this NJPA contract was advertised with a comment period ending December 19, 2016. No comments were submitted or received.

If you have any questions or need additional information, please contact me.



CITY OF VINELAND
DEPARTMENTAL REQUEST

USE OF NATIONAL COOPERATIVE CONTRACT

TO: Purchasing Department

FROM: Department Electric DISTRIBUTION

DATE: 12-1-16

NAME OF COOPERATIVE NJPA - GROFF

NATURE OF REQUEST (COMMODITY) TR 270 TRACK SKID Loader

AMOUNT \$ 87,275

Budgeted Item: Yes E398 002-0-55-90-9003-2-9072000

The following documents must be attached:

Proposal from vendor

Cost savings documentation

(conduct due diligence to determine if the contract will result in costs savings after all factors, including charges for service, material and delivery, have been considered.)

12. Approved by:



SIGNATURE (DIRECTOR, DEPARTMENT HEAD, SUPERVISOR)

Send copies to:
Business Administration
Finance Office

PROPOSAL ONLY
SALES ORDER



VIRELAND
531 N. HARDING HWY
VIRELAND, NJ 08360
856-897-1414

FREEHOLD
212 MONMOUTH RD.
FREEHOLD, NJ 07728
732-760-4600

TOTOWA
200 BOMONT PLACE
TOTOWA, NJ 07512
973-765-4500

CITY OF VIRELAND
POWER GEN. PLANT
ATTN: MR. DON SCHULTZ

TERMS: CASH FINANCE
FINANCE CO: _____ RATE _____ TERM _____
SPECIAL FINANCING TERMS: _____
REQ. DELIVERY DATE: CUSTOMER PICKUP DEALER DELIVERY
SOLD BY _____

Date: 12/21/2016 Account Number _____ County _____ Contact Person: DON SCHULTZ Phone _____ Customer P.O. # _____

QTY	N. NEW USED RENTAL	MANUFACTURER	MODEL	SERIAL NUMBER	STOCK NO.	PRICE
1		CASE	TR-270	N/A		55,000
1		MM 60S MUCKER	MM60	N/A		22,515
1		SNOW BLOWER	72"	N/A		9750
1						
1						

<SPECIAL INSTRUCTIONS>
(2017) TR-270 TRACK SKID LOADER, 74HP HIGH FLOW, CAB, HEAT, AIR.
• 3YL - 3000 H.P. TRAIN
• HYDRAULIC HORSEPOWER AMPLIF FOR BLOWER + MUCKER
• NJPA: 032515 (NOT FINAL BID PRICE)

TRADE-INS Purchaser hereby bargains, sells and conveys unto Seller the following described Trade-In Equipment and warranties and certifies it to be free and clear of liens, encumbrance, and security interests except to the extent below.						1. SALE PRICE	87,275
						2. FREIGHT	
YEAR	MAKE	MODEL	SERIAL NUMBER	TRADE AMOUNT		3. SUBTOTAL	
						4. LESS TRADE	
						5. RENTS PAID	
OUTSTANDING LOAN WITH				ACCOUNT NUMBER	TOTAL TRADE (LINE 4)	6. ADJUSTED PRICE	
					\$0.00	7. SALES TAX	7.00%
				OUTSTANDING BAL OWED (LINE 12)	\$0.00	8. FED EXCISE TAX	
						9. DOC. FEES	
						10. CASH DOWN PAYMENT	
						11. BALANCE DUE (PURCHASE)	
						12. OUTSTANDING BAL OF TRADE	
						13. TOTAL UNPAID BALANCE	

CASE PRO CARE: _____
WARRANTIES:
 NEW (mfg) _____ USED-AS IS: No warranty expressed or implied
 OTHER: Terms & Conditions

*ALL WARRANTIES, IF ANY BY A MANUFACTURER OR SUPPLIER OTHER THAN THE DEALER ARE THEIR WARRANTIES, NOT THE DEALERS, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES, UNLESS DEALER FURNISHES BUYER WITH A SEPARATE WRITTEN OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF. DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE ON ALL GOODS AND SERVICES SOLD BY DEALER AND ON ALL USED PRODUCTS WHICH ARE HEREBY SOLD "AS IS- NOT EXPRESSLY WARRANTED OR GUARANTEED". ALL WARRANTY REPAIRS MADE UNDER THIS AGREEMENT WILL BE MADE AT THE GROFF TRACTOR NEW JERSEY, LLC SERVICE FACILITY. THE CUSTOMER IS RESPONSIBLE FOR ALL HAULING CHARGES TO AND FROM THE GROFF FACILITY.

- NOTICE TO BUYER**
1. Read this contract before you sign it.
 2. You are entitled to and exact and completely filled in copy of this contract when you sign it. Keep it to protect your legal rights.
 3. Purchaser acknowledges receipt of a fully completed copy of this contract and Purchaser waives notice of the acceptance or rejection of this order by the seller.
 4. The additional terms and conditions set forth on the reverse side are a part of this contract and are incorporated herein by reference.
 5. Seller retains a security interest in the purchased goods until the price is fully paid.

Accepted for GROFF TRACTOR NEW JERSEY, LLC
BY: [Signature] MGR. MATH COAS 12/21/2016
GROFF & E. Signature Title Date

Purchased by: _____
Company Name
X: _____
Purchaser Signature Title Date