

RESOLUTION NO. 2017 - 205

A RESOLUTION AUTHORIZING THE PURCHASE OF ONE NEW 2017 CASE BACKHOE MODEL 580N T4F FROM GROFF TRACTOR NEW JERSEY, LLC, 551 N. HARDING HWY., VINELAND, NJ 08360, IN THE AMOUNT NOT TO EXCEED \$93,954.00, PURSUANT TO A NATIONAL COOPERATIVE CONTRACT AGREEMENT WITH NATIONAL JOINT POWERS ALLIANCE (NJPA) CONTRACT 081716-NVS

WHEREAS, the City of Vineland Department of Public Works is in need of a New 2017 CASE Backhoe Model 580N T4F; 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 081716-NVS, Vehicles & Chassis. Specific information regarding the contract may be found on the NJPA website at [www.njpacoop.org](http://www.njpacoop.org); and,

WHEREAS, N.J.S.A. 52:34-6.2 permits the City of Vineland to purchase One New 2017 CASE Backhoe Model 580N T4F using the offered National Cooperative Contract without public bidding, subject to the submittal and acceptance of certain documentation by Groff Tractor New Jersey; and

WHEREAS, the City of Vineland intends under NJPA, under the Category: Vehicles & Chassis, Contract 081716, to purchase from Groff Tractor New Jersey, LLC, 551 N. Harding HWY., Vineland, NJ 08360, One New 2017 CASE Backhoe Model 580N T4F, in an amount not to exceed \$93,954.00, as listed in the Quotation, dated April 24, 2017, 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 April 11, 2017, 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 the NJPA for a price not to exceed \$93,954.00.

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:

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President of Council

ATTEST:

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City Clerk

## AWARD CONTRACT RESOLUTION REQUEST

**From:** Miguel A. Mercado, Purchasing Agent

**To:** Business Administration

**Date of Request:** April 24, 2017

**City Council Meeting Date:** May 9, 2017

**Title:** (1) New 2017 CASE Backhoe Model 580N T4F

**Competitive Process:** National Joint Powers Alliance (NJPA) – Member #19409

**Bid Opening Date:** March 26, 2015

**Resolution Request:**

This is a request to award the purchase of one (1) new 2017 CASE Backhoe Model 580N T4F at a cost of \$93,954.00 for the Public Works Department through the National Cooperative Contract –NJPA. Purchasing this equipment through the “national cooperative contract” is allowed under PL 2011, c.139.

Category: Vehicles & Chassis

Contract: 081716-NVS

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

Attached is quotation dated April 24, 201<sup>7</sup> from the vendor.

By using the national contract, the city will save time and costs associated with bid specification preparation, receiving bids and awarding a contract.

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

NOTE: Ad: Publication of “Notice of Intent to Award Contract under A National Cooperative Purchasing Agreement” submitted. Comment period ended April 20, 2017 with no comments.



Construction : Agricultural Equip

(032515-CNH)

**CITY OF VINELAND**  
**DEPARTMENTAL REQUEST**

**USE OF NATIONAL COOPERATIVE CONTRACT**

TO: Purchasing Department

FROM: Department Public Works Streets and Roads

DATE: 4/4/17

NAME OF COOPERATIVE NJPA National Joint Powers Alliance

NATURE OF REQUEST (COMMODITY) New Case 580N Backhoe

(Use separate sheet if necessary)

AMOUNT \$ 93,954.00

Cat. Construction : Agricultural Equip  
Contract # 032515-CNH

Budgeted Item: Yes       

Account # 021-0-00-00-0000-2-6518607 \$88,876.41 and 021-0-00-00-0000-2-6518622 \$5,077.59

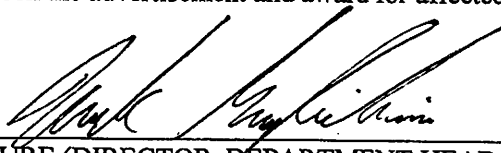
**The following documents must be attached:**

1. Proposal from vendor
2. Cost savings documentation to support purchase – this will include pricing from other vendors with a complete analysis of each to show a cost savings vs. public bidding.
3. 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. )

**Ad Requirement**

Publication of a "Notice of Intent to Award Contract under A National Cooperative Purchasing Agreement" must be placed in official newspaper, on official website and on "Bulletin NJ" when available, for a minimum of 10 days between the advertisement and award for affected providers to protest the award.

12. Approved by:



SIGNATURE (DIRECTOR, DEPARTMENT HEAD, SUPERVISOR)

Send copies to:  
Business Administration  
Finance Office



For Everything Under Construction

# SALES ORDER

**VINELAND**  
551 N. HARDING HWY  
VINELAND, NJ 08360  
856-697-1414

**FREEHOLD**  
212 MONMOUTH RD.  
FREEHOLD, NJ 07728  
732-780-4600

**TOTOWA**  
200 BOMONT PLACE  
TOTOWA, NJ 07512  
973-785-4900

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City of Vineland
1086 E. Walnut Road
Vineland, NJ 08360

<b>TERMS:</b> <input checked="" type="checkbox"/> CASH <input type="checkbox"/> FINANCE		
FINANCE CO:	RATE	TERM
SPECIAL FINANCING TERMS: <b>Municipal</b>		
REQ. DELIVERY DATE:	<input type="checkbox"/> CUSTOMER PICKUP	SOLD BY
<b>ASAP</b>	<input checked="" type="checkbox"/> DEALER DELIVERY	<b>Bob T</b>

Date	Account Number	County	Contact Person	Phone	Customer P.O. #
4/24/2017	NJPA 19409	Cumberland	Jack Milich		

QTY	N-NEW U-USED R-RENTAL	MANUFACTURER	MODEL	SERIAL NUMBER	STOCK NO.	PRICE
1	New	Case	580N T4F	TBD	TBD	\$139,913.00
			NJPA DISCOUNT	45% Contract # 032515-CNH		(\$62,961.00)
				3-year/3000-hr Premier Warranty		\$1,500.00
				Dealer Prep, delivery, & manuals		\$2,275.00
				Install JRB coupler and 4in1		\$11,472.00

**<SPECIAL INSTRUCTIONS>**

4-wheel drive, cab with heat and A/C, tilt wheel, cloth suspension seat, radio, amber roof beacon, extendahoe, manual rear coupler, 24" HD bucket, JRB coupler, 1-yd 4in1 loader bucket HD rubber outrigger pads, foot swing controls, driveshaft guard, dual batteries with grid heater, engine block heater, tool box, battery disconnect with remote jump, ride control, heavy front counterweight, standard 4-speed transmission, 12x16.5 front and 19.5L-24 rear tires, 3-year Premier warranty, parts and service manuals on USB device, paper operators manual feathered in cab. 3-year advanced Telematics (Site Watch) subscription included.

<b>TRADE-INS</b> 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	\$92,199.00	
				2. FREIGHT	\$1,755.00	
YEAR	MAKE	MODEL	SERIAL NUMBER	TRADE AMOUNT	3. SUBTOTAL	\$93,954.00
					4. LESS TRADE	\$0.00
					5. RENTS PAID	
OUTSTANDING LOAN WITH		ACCOUNT NUMBER		TOTAL TRADE (LINE 4)	6. ADJUSTED PRICE	\$93,954.00
				OUTSTANDING BAL. OWED (LINE 12)	7. SALES TAX	\$0.00
					0.00%	
				8. FED EXCISE TAX		
				9. DOC. FEES		
				9. TOTAL COST	\$93,954.00	
				10. CASH DOWN PAYMENT		
				11. BALANCE DUE (PURCHASE)	\$93,954.00	
				12. OUTSTANDING BAL. OF TRADE	\$0.00	
				13. TOTAL UNPAID BALANCE	\$93,954.00	

**CASE PRO CARE:** \_\_\_\_\_

**WARRANTIES:**

**NEW (mfg)** Case 3/3000 Premier  **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 WARRANTIED 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: \_\_\_\_\_ Purchased by: \_\_\_\_\_  
Groff Tractor NJ Signature Title Date Purchaser Signature Title Date

## Terms and Conditions

**1. PRICES:** All Prices quoted herein are exclusive on and City, State or Federal taxes on manufacture, sales, use and the like. Whenever applicable, the buyer shall be solely responsible for payment thereof.

**2. PAYMENT:** Payments shall become due in accordance with the terms hereof. Finance charges are subject to rate approval by financial institutions. The terms of sale are subject to credit approval and seller may, at any time prior to delivery, modify the terms of payment originally specified to assure prompt payment for the equipment ordered.

**3. SECURITY INTEREST:** Seller shall retain a security interest in the equipment delivered hereunder until the total selling price, including taxes, delivery and other charges, is paid in full by buyer. Buyer agrees to sign and deliver to seller any additional security agreement required by seller. Buyer hereby appoints seller as buyer's agent to sign and cause to be filed on behalf of buyer any and all financing statements deemed necessary by seller to perfect the security interest granted by buyer to seller hereunder.

**4. WARRANTY:** Seller warrants each new product within the time period or hourly limitation established by the manufacturer thereof. Seller's sole obligation under this warranty shall be limited to repairing, replacing or allowing credit for, at seller's option, any part or component which under normal and proper use and maintenance proves defective in material or workmanship.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED AND THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEED THE AFORESTATED OBLIGATION ARE HEREBY DISCLAIMED BY SELLER AND EXCLUDED FROM THIS AGREEMENT, UNLESS OTHERWISE EXPRESSLY STATED ON THE FACE OF THIS FORM. USED PRODUCTS ARE SOLD ON AN "AS IS" BASIS AND THERE IS NO IMPLIED WARRANTY OR MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, UNLESS OTHERWISE EXPRESSLY STATED ON THE FACE OF THIS FORM.

FURTHER, THERE ARE NO ORAL OR WRITTEN PROMISES, TERMS, CONDITIONS, REPRESENTATIVES OF QUALITY OR FITNESS FOR ANY PURPOSE OR WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING THESE PRODUCTS, OTHER THAN THOSE CONTAINED HEREIN IN WRITING, IF ANY.

BUYER AGREES TO INDEMNIFY AND HOLD TO SELLER HARMLESS FROM AND AGAINST ALL LIABILITY AND EXPENSES BASED UPON DAMAGE TO PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING OUT OF OR ATTRIBUTABLE TO THE USE OF SAID MACHINERY.

**5. DEFAULT AND REPOSSESSION:** If buyer shall default in the performance of any of the terms, covenants and conditions of this Agreement, seller may declare the full amount due and payable without notice or demand and may repossess the equipment. Buyer agrees to pay attorney's fees in the amount of twenty percent (20%) of the amount due and payable, together with any other expenses incurred. Buyer shall be responsible for any expenses incurred by seller or its agents repossessing any item of equipment.

**6. DELAYS:** Seller may not be liable for loss or damage due to delay in delivery, resulting from any cause beyond seller's reasonable control including, but not limited to, acts of God, acts of omissions of the buyer, acts of civil or military authority, fires, strikes, factory shutdowns or alterations, embargos, war, riot or delay in transportation.

**7. INSURANCE:** The buyer shall at his own expense, but in the name for and in the benefit of the seller, insure said equipment against loss that may occur or be caused by fire, flood, explosion, theft or otherwise and liability of any and every kind until the selling price is paid in full by the buyer.

**8. CANCELLATION:** Buyer may cancel its order, reduce quantities, revise specifications or extend schedules only by mutual agreement as to reasonable and proper cancellation charges which shall take into account expenses already incurred and commitments made by the seller against any loss resulting there from.

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INITIALS

**CITY OF VINELAND  
VINELAND, NEW JERSEY 08360**

**NOTICE OF INTENT TO AWARD CONTRACT(S) UNDER  
A NATIONAL COOPERATIVE PURCHASING AGREEMENT**

The City of Vineland, NJ intends to participate in the National Joint Powers Alliance (NJPA) contract for Construction & Agricultural Equipment, Vehicles & Chassis and Public Utility & Airport Equipment to purchase the following items:

Contract #032515-CNH  
One (1) New Case 580N Backhoe

Contract #081716-NVS  
Three (3) New 2017 International Dump Trucks

Contract #070313-VRM  
One (1) New Vermeer SC 80210VP Stump Cutter

Information regarding this contract may be found at the City of Vineland, NJ, 640 E. Wood Street, City Hall – 5<sup>th</sup> Floor, Purchasing Office, Monday through Friday except legal holidays, from 8:30 am to 4:30 pm as well as through the City website [www.vinelandcity.org](http://www.vinelandcity.org). The City of Vineland adopted Resolution 2014-276 on July 8, 2014 to join the National Joint Powers Alliance (NJPA). The contract terms as established by National Joint Powers Alliance (NJPA) shall apply.

It is the intent of the Purchasing Division of the City of Vineland, NJ to make contract award(s) to Groff Tractor for a New Case 580N Backhoe, Hunter Truck Sales & Service for three (3) New 2017 International Dump Trucks and Vermeer North Atlantic for One (1) New Vermeer SC 80210VP Stump Cutter, pursuant to the proposal(s) submitted in response to the National Joint Powers Alliance, RFP #031014.

The City of Vineland is permitted to join national cooperative purchasing agreements under the authority of N.J.S.A. 52:34-6.2(b)(3)

Comment period ends: April 20, 2017

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**Miguel A. Mercado, QPA  
Purchasing Agent**