

RESOLUTION NO. 2017 - 206

A RESOLUTION AUTHORIZING THE PURCHASE OF THREE (3) NEW 2017 INTERNATIONAL DUMP TRUCKS, MODEL 7400 FROM HUNTER TRUCK SALES & SERVICE, 2320 HIGH HILL ROAD, SWEDESBORO, NJ 08085, IN A TOTAL AMOUNT OF \$473,199.00, 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 Three (3) New 2017 International Dump Trucks, Model 7400; 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; and,

WHEREAS, N.J.S.A. 52:34-6.2 permits the City of Vineland to purchase Three (3) New 2017 International Dump Trucks, Model 7400 using the offered National Cooperative Contract without public bidding, subject to the submittal and acceptance of certain documentation by Hunter Truck Sales & Service; and

WHEREAS, the City of Vineland intends under NJPA, under the Category: Vehicles & Chassis, Contract 081716-NVS, to purchase from Hunter Truck Sales & Service, 2320 High Hill Road, Swedesboro, NJ 08085, Three (3) New 2017 International Dump Trucks, Model 7400, at a cost of \$157,733.00 each for a total of \$473,199.00, as listed in the Quotation, dated February 12, 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

CITY OF VINELAND, NJ

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 Three (3) New 2017 International Dump Trucks, Model 7400 at a cost of \$157,733.00 each for a total of \$473,199.00.

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: April 24, 2017

City Council Meeting Date: May 9, 2017

Title: (3) New 2017 International Dump Trucks, Model 7400

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 three (3) New 2017 Model 7400 International Dump Trucks at a cost of \$157,733.00 each for a total of \$473,199.00 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: Hunter Truck Sales & Service
2320 High Hill Road
Swedesboro, NJ 08085

Attached is proposal # 14427-01 dated February 12, 2017 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.



Vehicles chassis

CITY OF VINELAND
DEPARTMENTAL REQUEST

USE OF NATIONAL COOPERATIVE CONTRACT

TO: Purchasing Department

FROM: Department Public Works dept. Streets and Roads div.

DATE: 4/3/2017

NAME OF COOPERATIVE NJPA National Joint Powers Alliance

NATURE OF REQUEST (COMMODITY) 2017 New International Dump Truck
Model 7400 (3)

(Use separate sheet if necessary)

AMOUNT \$ 157,733/truck * 3 = 473,199.00

cont.
Vehicles chassis
Contract # 081716-NYS

Budgeted Item: Yes

Account # 021-0-00-00-0000-2-5518607

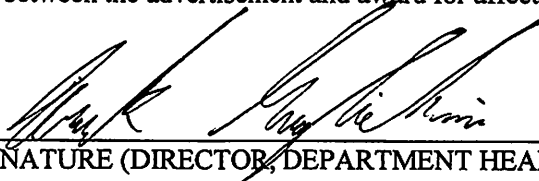
The following documents must be attached:

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



Hunter Truck Sales & Service

2320 High Hill Road
Swedesboro, NJ 08085
www.huntertrucksales.com

Phone: (856) 241-8890
Toll Free: (844) 340-1782
Fax: (856) 241-8891

Date 02/12/2017
Salesman GROGAN

Order for new and used vehicle(s) and attachments

Purchaser City of Vineland Address 640 East Wood Ave City, State, Zip Vineland NJ 08362 Phone _____ Cell Ph _____ Country _____ County _____		Co-Purchaser _____ Address _____ City, State, Zip _____ Phone _____ Cell Ph _____ Country _____ County _____	
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Stock #	Year	N/U	Make	Model	Serial or Identification #	Body Type	Price
	2017	N	INTERNATIONAL	7400	TBD	Dump	\$157,733.00
Service Contract Description				Price	Service Contract Description		Price

Additional Accessories / Terms of Deal																																																												
This is per attached proposal number 14427-01 These truck will be sold off NJPA contract number 081716-NV NJPA contract number attached. Body quote attached. Price included in proposal 14427-01 Price per completed unit \$157,733.00 Price includes and engine and emission warranty of 7 years, or 100,000 mile or 3600 engine hours Towing will be 5 years for an non drivable International warranty.		<table border="1" style="width:100%"> <tr><td>1. Unit Price</td><td>\$157,733.00</td></tr> <tr><td>2. Service Contract Price</td><td>\$0.00</td></tr> <tr><td>3.</td><td>\$0.00</td></tr> <tr><td>4. Sales Tax %</td><td>Sales Tax Amt \$0.00</td></tr> <tr><td>5. Tire Tax Rate \$1.00</td><td>Tire Tax Amt \$0.00</td></tr> <tr><td>6. Price Plus Tax (Total 1,2,3,4 & 5)</td><td>\$157,733.00</td></tr> <tr><td>7. A. Documentary Fee</td><td></td></tr> <tr><td>B. Title Fee</td><td>units*amt</td></tr> <tr><td>C. Lien Fee</td><td>units*amt</td></tr> <tr><td>D. Registration Fee</td><td>units*amt</td></tr> <tr><td>E. Temp Reg Plate</td><td>units*amt</td></tr> <tr><td>F. Duplicate Fee</td><td>units*amt</td></tr> <tr><td>G. Transfer Fee</td><td>units*amt</td></tr> <tr><td>H. Increase Fee</td><td>units*amt</td></tr> <tr><td>I. Replace Fee</td><td>units*amt</td></tr> <tr><td>J. TA Fee</td><td>units*amt</td></tr> <tr><td>K. Online Reg Fee</td><td>units*amt</td></tr> <tr><td>L. County Fee</td><td>units*amt</td></tr> <tr><td colspan="2" style="text-align:right">Total Other Charges</td><td>\$0.00</td></tr> <tr><td>8. Price + Fees (Total of 6 & 7)</td><td></td><td>\$157,733.00</td></tr> <tr><td>9. A. Trade-In (Net Allowance)</td><td>\$0.00</td><td></td></tr> <tr><td>B. Deposit</td><td></td><td></td></tr> <tr><td>C. Cash Due at Delivery</td><td></td><td></td></tr> <tr><td colspan="2" style="text-align:right">Total Down Payment</td><td>\$0.00</td></tr> <tr><td>10. Unpaid Balance (Difference of 8 & 9)</td><td></td><td>\$157,733.00</td></tr> </table>		1. Unit Price	\$157,733.00	2. Service Contract Price	\$0.00	3.	\$0.00	4. Sales Tax %	Sales Tax Amt \$0.00	5. Tire Tax Rate \$1.00	Tire Tax Amt \$0.00	6. Price Plus Tax (Total 1,2,3,4 & 5)	\$157,733.00	7. A. Documentary Fee		B. Title Fee	units*amt	C. Lien Fee	units*amt	D. Registration Fee	units*amt	E. Temp Reg Plate	units*amt	F. Duplicate Fee	units*amt	G. Transfer Fee	units*amt	H. Increase Fee	units*amt	I. Replace Fee	units*amt	J. TA Fee	units*amt	K. Online Reg Fee	units*amt	L. County Fee	units*amt	Total Other Charges		\$0.00	8. Price + Fees (Total of 6 & 7)		\$157,733.00	9. A. Trade-In (Net Allowance)	\$0.00		B. Deposit			C. Cash Due at Delivery			Total Down Payment		\$0.00	10. Unpaid Balance (Difference of 8 & 9)		\$157,733.00
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Number of Tires:	Tire Credit:	\$0.00
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Trade-In Information		
Year _____	Make _____	Model _____
MV or Serial No _____		
Balance Owed To _____		
Address _____		
Trade-In Allowance _____		
Balance Owed on Trade-In _____		
Net Allowance on Trade-In _____	\$0.00	

Factory Warranty: The manufacturer's warranty constitutes all of the warranties with respect to the sale of this vehicle(s). The seller hereby expressly disclaims all warranties, either expressed or implied including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes or authorizes any other person to assume for it any liability in connection with the sales of this item/items.

Service Contract: Vehicle(s) is covered by a limited service contract detailed on a separate document. You may obtain a full copy of any applicable service contract from us.

AS IS: This vehicle(s) is sold as is without any service contract either expressed or implied, the purchaser will bear the entire expense of repairing or correcting any defects that presently exist or that may occur in the vehicle.

Purchaser's Initials: _____

* Est. Delivery Date: _____

Purchaser agrees that this contract, including the ADDITIONAL PROVISIONS PRINTED ON SECOND PAGE, which he has read and to which he agrees, contains the entire agreement relating to the sale of said property. If cash payment with order is made by check, cashing or depositing the same shall not be considered as an acceptance of this order.

NOTICE TO PURCHASER: Do not sign this contract in blank. You are entitled to 1 true copy of the contract you sign without charge. **You have a right to a written itemized price for each specific documentary service which is to be performed.**

NOTE: This order is subject to the written acceptance of dealer management to which it is addressed. Purchaser's deposit will be returned if not accepted.

Hunter Truck Sales & Service ACCEPTED BY _____ DATE _____	PURCHASER _____ TITLE _____ CO-PURCHASER _____ TITLE _____
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Purchaser acknowledges receipt of an exact, signed copy of this contract.

ADDITIONAL PROVISIONS

The title to all property ordered and furnished hereunder shall remain in the seller until the full purchase price and all notes given therefore have been paid in full in cash, and nothing herein shall release the purchaser from paying therefore, and after delivery to the purchaser said property shall be held and used at his risk and expense with respect to loss or damages and taxes and charges of every kind.

Seller specifically reserves the right to withdraw, at any time prior to delivery, any extension of credit proposed herein, in the event there is a change in the credit worthiness of the purchaser which, in the good faith judgment of the seller, would impair the prospect of payment or performance of any other obligation required of the purchaser.

The purchaser agrees to reimburse the seller for any and all sales, use or excise taxes, whether imposed by federal, state, or local laws, which the seller may be required to pay or to reimburse to others by reason of the manufacture, purchase or sale of any property delivered under this contract.

If seller retains or is to retain a security interest to secure payment of the Total of Payments, at all times until the indebtedness contained herein shall have been paid in full, physical damage insurance shall be maintained in effect on the property secured hereunder in the amount and to the extent as may be specified by seller. In the event purchaser provides such insurance, purchaser specifically covenants to name the holder hereof as loss payee as its interests may appear. If any such insurance by whomever placed is cancelled, purchaser shall immediately provide new insurance to replace such insurance, purchaser shall cause to be delivered to holder, evidence satisfactory to holder that insurance satisfactory to holder is in effect and purchaser's failure in this respect shall entitle holder, at its election, either to procure such insurance and charge same to purchaser, or to treat such failures as a breach of condition of this contract. Any amount so paid by the holder shall become a part of the indebtedness secured hereunder.

* The seller is not to be responsible for loss, damage or delays in transportation after shipment, nor for failure to supply any property ordered hereunder or to ship the same on time where prevented by strikes, fires or accidents or by the demand exceeding the available supply or by any other causes beyond its reasonable control; and acceptance of said property shall be deemed a waiver of all claims for delays arising from any cause. In case the purchaser refuses to receive and make settlement for said property as herein provided, the seller may retain as liquidated damages all moneys or property paid on account of said property, and in such case any trade-in property taken by the seller in part payment shall be accounted for at the price at which resold, less expense of reconditioning, handling and selling.

Seller may change the cash delivered price of the vehicle before it is delivered to purchaser. Seller may only do this if the increase is due to passage of a law or regulation of the United States or the Commonwealth which requires the addition of new equipment to a certain vehicle, changes transportation costs or existing tax rates, or in the case of foreign-made vehicles, is due to a revaluation of the United States dollar vis-à-vis the currency of the country of manufacture. If such cash delivered price is increased by seller, purchaser may cancel this Order.

The trade-in allowance set forth herein is based upon an appraisal by the seller of the trade-in described in this order in its present mechanical condition and with the equipment and attachments thereon as set forth upon seller's appraisal sheet and free of all liens except as stated herein. Where the vehicle has suffered damage or serious mechanical deterioration since the date of the valuation, but prior to its delivery to the seller, or unless parts or accessories, or both, including tires, have been removed or replaced with parts or accessories of inferior quality, the trade-in allowance set forth herein shall be changed to such reappraisal value and the difference between the trade-in allowance set forth herein and the reappraisal value shall be paid in cash by the purchaser at the time the new vehicle or vehicles covered by this order is or are delivered to the purchaser. If the purchaser is dissatisfied with such reappraisal he shall have the option of canceling this order. If the price of property covered by this order is increased as provided above, or the trade-in allowance upon the trade-in described in this order is reduced by the seller as provided above, and the purchaser does not exercise the privilege or option to cancel this order, a new order shall be written to reflect such price increase or reduction in trade-in allowance and shall supersede this order.

If the price of property covered by this order is increased as provided above, or the trade-in allowance upon the trade-in described in this order is reduced by the seller as provided above, and the purchaser does not exercise the privilege or option to cancel this order, a new order shall be written to reflect such price increase or reduction in trade-in allowance and shall supersede this order.

The purchaser agrees to accept the property covered by this order, as fulfillment thereof, with such changes in design and materials, or either of them, that the manufacturer may make because of government priorities, shortages of materials or other causes beyond the manufacturer's reasonable control.

Each NEW motor vehicle and its equipment identified as "International" covered by this order is sold subject to the regular warranty of Navistar International Corporation. Each NEW motor vehicle and its equipment identified as "Peterbilt" covered by this order is sold subject to the regular warranty of Peterbilt Motors Company.

Each USED motor vehicle and its equipment covered by this order is sold "AS IS" WITH NO WARRANTY OF ANY CHARACTER, express or implied, unless SELLER endorses the "Seller's Used Vehicle Limited Warranty" printed below.

Seller will pay under this warranty _____ 0.00 % of parts and labor charges.

The duration of this warranty is for _____ 0 Months _____ from date of delivery or _____ 0 miles, whichever occurs first.

If the purchaser has any questions regarding this warranty coverage or procedures, please contact Hunter Truck Sales & Service at the following number: (856) 241-8890.

The obligation of the seller under this used equipment warranty is limited to repairing or replacing, as the seller may elect, any part or parts of such components as are covered above and that prove, in the seller's judgment, to be defective so as to impair the normal operating condition of the machine within the time period, and subject to the coverage, as above described. In order for this warranty to apply, the service must be performed at the seller's place of business.

This warranty shall not apply (1) to normal maintenance services or adjustments, including but not limited to, fuel system cleaning, engine tune-up, brake inspection or adjustment, nor to the replacement of spark plugs, ignition points, condensers or filters when such replacements are made as part of any normal maintenance service; nor (2) to any machine which shall have been repaired or altered by someone other than the seller so as, in the seller's judgment, to have affected the machine's stability or reliability; nor (3) to any machine which has been subject to misuse, negligence, or accident, or operated at a speed exceeding the factory rated speed; nor (4) in any event to tires, tubes, or batteries.

THIS WARRANTY AND THE SELLER'S OBLIGATION THEREUNDER IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OTHER REPRESENTATIONS TO THE PURCHASER, AND ALL OTHER OBLIGATIONS OF LIABILITIES, INCLUDING LIABILITY FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES, ON THE PART OF THE SELLER. No person is authorized to give any other warranty or to assume any other liability on the seller's behalf.

This warranty gives you specific legal rights, and you may also have other rights under state law.

This warranty is for the sole benefit of the purchaser whose signature appears on this order, and no other.

NOTE: Seller must sign to be valid

PURCHASER



NJPA VENDOR CONTRACT SUMMARY – Navistar

DATE November 15, 2016	RFP # 081716
AWARDED CONTRACT NUMBER 081716-NVS	NJPA RFP TITLE & CATEGORY CLASS 6, 7, AND 8 CHASSIS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES
CONTRACT PERIOD November 15, 2016 – November 15, 2020	PRICING MODEL Percent Discount Off List: 31%-47%
DESCRIPTION Class 6-8 Chassis	
VENDOR NAME AND ADDRESS Navistar 2701 Navistar Drive Lisle, IL 60532 www.navistar.com	VENDOR CONTACT Martin White 331-332-2370 martin.white@navistar.com

NJPA CONTRACTS CONSIST OF THE FOLLOWING DOCUMENTS "Contract" as used herein shall mean this RFP, pricing, and fully executed forms P, C, D and E ("Acceptance and Award") with final terms and conditions. <u>Request for Proposal (RFP)</u> <u>Contract Acceptance & Award</u> Pricing and Forms P and C - Available upon request from the NJPA Contract Manager	RELATED CONTRACT DOCUMENTATION <u>Affidavit of Advertisement</u> <u>Proposal Opening Witness Page</u> <u>Proposal Evaluation</u>
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NJPA INFORMATION

NJPA CONTACT Andy Campbell	TITLE NJPA Contract Administrator
PHONE 218-895-4145	EMAIL Andy.campbell@njpacoop.org
ADDRESS 202 12th Street NE, P.O. Box 219, Staples, MN 56479	WEBSITE www.njpacoop.org

National Joint Powers Alliance®

Contract Purchasing Department

