

RESOLUTION NO. 2019 - 238

A RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) CASE CX57 EXCAVATOR FROM GROFF TRACTOR NEW JERSEY, LLC, 551 N HARDING HWY, VINELAND, NJ 08360 IN THE AMOUNT NOT TO EXCEED \$64,225.00, PURSUANT TO A NATIONAL COOPERATIVE CONTRACT AGREEMENT WITH NATIONAL JOINT POWERS ALLIANCE (NJPA) #032515-CNH.

WHEREAS, the City of Vineland Water Utility is in need of a CASE CX57 Excavator, 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 Construction Equipment and Services. 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 the CASE CX57 Excavator using the offered National Cooperative Contract without public bidding, subject to the submittal and acceptance of certain documentation by Groff Tractor New Jersey, LLC;

WHEREAS, the City of Vineland intends under NJPA, under the Category: Construction Equipment and Services, Contract #032515-CNH, to purchase from Groff Tractor New Jersey, LLC, 551 N. Harding Hwy, Vineland, NJ 08360, One (1) CASE CX57 Excavator, in an amount not to exceed \$64,225.00, as listed in the Quotation, dated February 28, 2019, made available through the NJPA.

WHEREAS the Director of Municipal Utilities 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 May 14, 2019, 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 City Comptroller; 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 CASE CX57 Excavator, from Groff Tractor New Jersey, LLC. for a price not to exceed \$64,225.00

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

REQUEST FOR RESOLUTION
FOR COOPERATIVE CONTRACT AWARDS
UNDER 40A:11-12, N.J.A.C. 5:34-7.29 & LFN 2012-10
(REQUIRED FOR PURCHASES OVER \$17,500.00)



5-8-19
(DATE)

1. Goods or Services (detailed description): CASE CX57 EXCAVATOR
Water Utility

2. Amount to be Awarded: \$ 64,225.00

- Encumber Total Award
 Encumber by Supplemental Release

3. Budgeted: By Ordinance No. _____
Or Grant: Title & Year _____

4. **Account Number to be Charged: 9-07-55-512-8006-52000-W396

5. Contract Period (if applicable): _____

6. Date to be Awarded: _____

7. Recommended Vendor and Address: GROFF TRACTOR MID ATLANTIC
551 N HARDING HWY
VINELAND NJ. 08360

8. Justification for Vendor Recommendation: (attach add'l information for Council review)

Type of Contract: State National Regional County

Vendor's Cooperative Contract # SOURCEWELL 32515-CNH

9. Evaluation Performed by: DON SCHULTZ

10. Approved by: John Lilli - 5-8-19

11. Attachments:
 Awarding Proposal
 Other: _____

• Send copies to:
Purchasing Department
Business Administration

**If more than one account #, provide break down



Mid Atlantic

For Everything Under Construction

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

SALES ORDER

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

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

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Vineland City

TERMS: [X] CASH [] FINANCE
FINANCE CO: RATE TERM
SPECIAL FINANCING TERMS:
REQ. DELIVERY DATE: [] CUSTOMER PICKUP [X] DEALER DELIVERY
SOLD BY BOB T

Date 2/28/2019 Account Number SOURCEWELL County CUMBERLAND Contact Person DAVID RICCI Phone 856-794-4056 Customer P.O. #

Table with columns: QTY, N-NEW U-USED R-RENTAL, MANUFACTURER, MODEL, SERIAL NUMBER, STOCK NO., PRICE. Row 1: 1, N, CASE, CX57, TBD, , \$85,634.00. Row 2: , , DISCOUNT 25%, , SOURCEWELL CONTRACT #32515-CNH, (-21,409), \$64,225.00.

<SPECIAL INSTRUCTIONS>
NEW CASE CX57
RUBBER TRACKS 2 WAY AUX HYD, LONG ARM, BEACON , ADDITIONAL CTWT, THUMB BRACKET, 24" BUCKET, TRAVEL ALARM, LINK W HOOK, HYD COUPLER

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.
Table with columns: YEAR, MAKE, MODEL, SERIAL NUMBER, TRADE AMOUNT, and a summary table with rows: 1. SALE PRICE \$64,225.00, 2. FREIGHT \$0.00, 3. SUBTOTAL \$64,225.00, 4. LESS TRADE \$0.00, 5. RENTS PAID, 6. ADJUSTED PRICE \$64,225.00, 7. SALES TAX 0.00% \$0.00, 8. FED EXCISE TAX, 9. DOC. FEES, 9. TOTAL COST \$64,225.00, 10. CASH DOWN PAYMENT, 11. BALANCE DUE (PURCHASE) \$64,225.00, 12. OUTSTANDING BAL. OF TRADE \$0.00, 13. TOTAL UNPAID BALANCE \$64,225.00.

WARRANTIES:
[X] NEW (mfg) CASE [] 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.

- 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 Purchased by:
BY: Groff Tractor NJ Signature Title Date X: Purchaser Signature Title Date

**Groff Tractor New Jersey, LLC
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 REPOSESSION: 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.

INITIALS