

RESOLUTION NO. 2021- 292

A RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) NEW CASE 580SN WT BACKHOE LOADER FROM GT MID ATLANTIC, 551 N. HARDING HWY, VINELAND, NJ, IN A TOTAL AMOUNT OF \$117,000.00, PURSUANT TO A NATIONAL COOPERATIVE CONTRACT AGREEMENT WITH SOURCEWELL, CONTRACT 032119-CNH.

WHEREAS, the City of Vineland Department of Public Works is in need of one (1) New Case 580SN WT Backhoe Loader; and

WHEREAS, the City of Vineland is a member of a National Cooperative Purchasing Agreement known as Sourcewell under member number 19409; and, Sourcewell is a national cooperative contract organization; and,

WHEREAS, Sourcewell, National Cooperative Purchasing Program has acted as lead agency and awarded Contract 032119-CNH, Construction Equipment and Services. Specific information regarding the contract may be found on the Sourcewell website at www.sourcewell-mn.gov; and,

WHEREAS, N.J.S.A. 52:34-6.2 permits the City of Vineland to purchase one (1) New Case 580SN WT Backhoe Loader using the offered National Cooperative Contract without public bidding, subject to the submittal and acceptance of certain documentation by GT Mid Atlantic; and

WHEREAS, the City of Vineland intends under Sourcewell, under the Category: Construction Equipment and Services, Contract 032119-CNH, to purchase from GT Mid Atlantic, 551 N. Harding Hwy, Vineland, NJ, one (1) New Case 580SN WT Backhoe Loader, as listed in the Quotation, made available through Sourcewell.

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 Sourcewell for this procurement;

WHEREAS, notice of the within purchase has been published on May 28, 2021, 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 one (1) New Case 580SN WT Backhoe Loader at a cost of \$117,000.00.

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)



5-26-21
(DATE)

1. Goods or Services (detailed description): 1 NEW CASE 580 SNWT Backhoe Loader FOR WATER Dept

2. Amount to be Awarded: \$ 117,000

- Encumber Total Award
 Encumber by Supplemental Release

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

4. **Account Number to be Charged: 1-07-55-512-8005-52000-W396

5. Contract Period (if applicable): _____

6. Date to be Awarded: _____

7. Recommended Vendor and Address: GT 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 #D32119-CNH (5/17/21) (commented date 6/17/21)

9. Evaluation Performed by: DON SCHULTZ

10. Approved by: John Lella

11. Attachments:

- Awarding Proposal
 Other: _____

• Send copies to:
Purchasing Department
Business Administration

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

NOTE 1



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

S
O
L
D

T
O

Vineland Water Department
Walnut Road
Vineland, NJ 08360

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

Date: May 18 2021 Account Number: Sourcewell County: Cumberland Contact Person: Dave Phone: _____ Customer P.O. #: _____

QTY	N-NEW U-USED R-RENTAL	MANUFACTURER	MODEL	SERIAL NUMBER	STOCK NO.	PRICE
One	New	Case	580SN WT	TBD	TBD	\$168,743.00
			Discount 37%	Sourcewell Contact # 32119-CNH	(\$62,435.00)	\$106,308.00
		DEALER INSTALLED		93" GP BKT & FORKS, HYD THM		\$11,347.00
				3YR / 3000HR Premier Warranty		\$2,345.00

<SPECIAL INSTRUCTIONS>
New Case 580SN WT T4 Final 4WD Backhoe Loader with all standard equipment plus, 1 way 2 way Aux Hyd Extendahoe, 24" bucket, Hyd Loader Coupler, 93", 2DR Cab with heater - AC - Bluetooth Radio - Premium Suspension Seat, H-Type Powershift Transmission, Pilot Controls, Flip Over Pads, Cold Start, Ride Control, Comfort Steer, 3rd Spool Valve, Hyd Thumb
Additional Forks
3YR/3000 Hour Premier Warranty \$2345

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.

YEAR	MAKE	MODEL	SERIAL NUMBER	TRADE AMOUNT		
	CASE	580K		\$3,000.00	1. SALE PRICE	\$120,000.00
					2. FREIGHT	\$0.00
					3. SUBTOTAL	\$120,000.00
					4. LESS TRADE	\$3,000.00
					5. RENTS PAID	
					6. ADJUSTED PRICE	\$117,000.00
					7. SALES TAX 0.000%	\$0.00
					8. FED EXCISE TAX	
					9. DOC. FEES	\$0.00
					9. TOTAL COST	\$117,000.00
					10. CASH DOWN PAYMENT	
					11. BALANCE DUE (PURCHASE)	\$117,000.00
					12. OUTSTANDING BAL. OF TRADE	\$0.00
					13. TOTAL UNPAID BALANCE	\$117,000.00

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 GT Mid Atlantic, LLC

BY: _____ Title _____ Date _____

Purchased by: _____ Company Name _____

X: _____ Purchaser Signature _____ Title _____ Date _____

IT IS UNDERSTOOD THAT PAGE 1 & PAGE 2 ARE THE ENTIRE AGREEMENT BETWEEN THE PARTIES ORIGINAL