

RESOLUTION NO. 2021- 351

A RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) NEW CASE TV450B TRACK LOADER SKID STEER FROM GT MID ATLANTIC, 551 N. HARDING HWY, VINELAND, NJ, IN A TOTAL AMOUNT OF \$108,163.58, PURSUANT TO A NATIONAL COOPERATIVE CONTRACT AGREEMENT WITH SOURCEWELL, CONTRACT 032119-CNH-1.

WHEREAS, the City of Vineland Department of Public Works is in need of one (1) New Case TV450B Track Loader Skid Steer; 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-1, Construction Equipment and Services. Specific information regarding the contract may be found on the Sourcewell website at [www.sourcewell-mn.gov](http://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 TV450B Track Loader Skid Steer 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-1, to purchase from GT Mid Atlantic, 551 N. Harding Hwy, Vineland, NJ, one (1) New Case TV450B Track Loader Skid Steer, 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 July 7, 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 TV450B Track Loader Skid Steer at a cost of \$108,163.58.

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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Vice President of Council

ATTEST:

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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)

6-30-21  
(DATE)

1. Goods or Services (detailed description): (2) NEW CASE TV450B TRACK LOADER SKID STEER  
FOR PUBLIC WORKS

2. Amount to be Awarded: \$ 108,163.58

- Encumber Total Award  
 Encumber by Supplemental Release



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

4. \*\*Account Number to be Charged: C-04-00-000-2119-78010

5. Contract Period (if applicable): \_\_\_\_\_

6. Date to be Awarded: \_\_\_\_\_

7. Recommended Vendor and Address: GT MID ATLANTIC LLC  
551 NORTH 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 # 032119-CNH

9. Evaluation Performed by: DON SCHWITZ

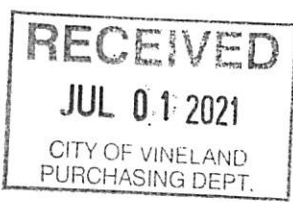
10. Approved by: [Signature]

11. Attachments:

- Awarding Proposal  
 Other: \_\_\_\_\_

• Send copies to:  
Purchasing Department  
Business Administration 800

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





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
640 Wood Street
Vineland NJ 08360

TERMS: <input checked="" type="checkbox"/> CASH <input type="checkbox"/> FINANCE		
FINANCE CO:	RATE	TERM Net 30
SPECIAL FINANCING TERMS: Municipal		
REQ. DELIVERY DATE:	<input type="checkbox"/> CUSTOMER PICKUP	SOLD BY
	<input checked="" type="checkbox"/> DEALER DELIVERY	BOB T

Date June 29 2022	Account Number	County Cumberland Co	Contact Person Don Schultz	Phone	Customer P.O. #
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QTY	N-NEW U-USED R-RENTAL	MANUFACTURER	MODEL	SERIAL NUMBER	STOCK NO.	PRICE
1	New	Case	TV450B	TBD	TBD	\$103,667.00
		SOURCEWELL Contract #032119		26% Discount off list		(\$26,953.42)
		Dealer installed		72" Brush Cutter		\$11,500.00
		Dealer installed		FCC 8'FT Snow Pusher		\$3,500.00
		Dealer installed		Hyd Hammer		\$16,450.00

<SPECIAL INSTRUCTIONS>

NEW CASE TV450B  
ALL STANDARD EQUIPMENT INCLUDING THE FOLLOWING  
E-H CAB LCD DISPLAY, HIGH FLOW PLUS PKG, HEAVY DUTY REAR DOOR, AIR RIDE SUSP SEAT, 84" BUCKET W/ BOCE  
72" HD Brush Cutter 5/8" , 8FT Snow Pusher  
Hyd Hammer w/ Chisel point & Asphalt Cutter

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	\$108,163.58
					2. FREIGHT	\$0.00
YEAR	MAKE	MODEL	SERIAL NUMBER	TRADE AMOUNT	3. SUBTOTAL	\$108,163.58
				\$0.00	4. LESS TRADE	\$0.00
OUTSTANDING LOAN WITH ACCOUNT NUMBER					5. RENTS PAID	
					6. ADJUSTED PRICE	\$108,163.58
					7. SALES TAX	\$0.00
					8. FED EXCISE TAX	
					9. DOC. FEES	\$0.00
					9. TOTAL COST	\$108,163.58
					10. CASH DOWN PAYMENT	
					11. BALANCE DUE (PURCHASE)	\$108,163.58
					12. OUTSTANDING BAL OF TRADE	\$0.00
					13. TOTAL UNPAID BALANCE	\$108,163.58

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 MID ATLANTIC, LLC

Purchased by: \_\_\_\_\_  
Company Name

BY: \_\_\_\_\_  
Groff Tractor NJ Signature Title Date

X: \_\_\_\_\_  
Purchaser Signature Title Date