

RESOLUTION NO. 2022- 326

A RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) HEAVY DUTY ROTARY HEAD MOWER FROM CHERRY VALLEY, MARLTON, NJ, IN AN AMOUNT NOT TO EXCEED \$31,277.60, PURSUANT TO A REGIONAL COOPERATIVE PRICING AGREEMENT WITH MIDDLESEX REGIONAL EDUCATIONAL SERVICES COMMISSION (MRESC) COOPERATIVE PRICING SYSTEM.

WHEREAS, the City of Vineland is in need of one (1) Heavy Duty Rotary Head Mower; and

WHEREAS, the City of Vineland is a member of a Regional Cooperative Pricing Agreement known as the Middlesex Regional Educational Services Commission (MRESC) Cooperative Pricing System, #65MCESCCPS; and

WHEREAS, Middlesex Regional Educational Services Commission (MRESC) Cooperative Pricing System has acted as lead agency and awarded Contract #ESCNJ 18/19-25, for the purchase of one (1) Heavy Duty Rotary Head Mower; and

WHEREAS, N.J.S.A. 52:34-6.2 permits the City of Vineland to purchase the Heavy Duty Rotary Head Mower using the offered Regional Cooperative Pricing Agreement without public bidding, subject to the submittal and acceptance of certain documentation by Cherry Valley; and

WHEREAS, the City of Vineland intends under MRESC, under the Category: Grounds Equipment, Contract ESCNJ 18/19-25, to purchase from Cherry Valley, Marlton, NJ one (1) Heavy Duty Rotary Head Mower, in an amount not to exceed \$31,277.60, as listed in the Quotation dated June 28, 2022, made through MRESC;

WHEREAS, the Director of Public Works and the Qualified Purchasing Agent, with the concurrence of the Business Administrator, recommend the use of the Regional Cooperative Pricing through MRESC for this procurement; and

WHEREAS, the City of Vineland Purchasing Agent has determined that the use of the offered Regional Cooperative Pricing Agreement will result in cost savings after all factors, including charges for service, material and delivery have been considered and has verified that such grounds 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 has 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 purchase orders to procure one (1) Heavy Duty Rotary Head Mower, in an amount not to exceed \$31,277.60.

BE IT FURTHER RESOLVED that the purchase order(s) 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)



7-22-22
(DATE)

1. Goods or Services (detailed description): 1 Heavy Duty Rotary Head mower

2. Amount to be Awarded: \$ 31,277.60

- 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 - \$3,834.95
C-04-00-000-2223-78001 - \$27,442.65

5. Contract Period (if applicable): _____

6. Date to be Awarded: _____

7. Recommended Vendor and Address: Cherry Valley
Tractor Sales
Marlton New Jersey 08053

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

Type of Contract: State National Regional County

Vendor's Cooperative Contract # ESCONJ 18/19-25 expense 2-21-23

9. Evaluation Performed by: Don Schulte

10. Approved by: [Signature]

11. Attachments:
 Awarding Proposal
 Other: _____

• Send copies to:
Purchasing Department
Business Administration

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

CHERRY VALLEY Tractor Sales

35 Route 70 West

Marlton, New Jersey 08053-3099

Tel #856-983-0111 Fax #856-983-7700

Cell #609-304-9537

To: City Of Vineland

Don Schultz

dschultz@vinelandcity.org

856-297-9359



Date	
6/28/2022	
Estimated Delivery	From Receipt
150 Days From Order	of Order
Terms	
F.O.B.	
Marlton, NJ	
To Be Shipped Via	
Salesman	
Hank Hampton	

Quantity		Total
	34802986190 Heavy Duty Rotary Head 60", Blade Bar, Swivel	\$ 22,377.00
	33002989326 Quick Hitch Kit For Boom And 1 Head	\$ 6,014.00
	33002989327 Quick Hitch For Additional Head	\$ 797.00
	30802984400 Jack Stand For Grass Flail	\$ 520.00
	ESC NJ Discount	\$ (1,485.40)
	Labor	\$ 3,055.00
Please note terms and conditions on Page 2		\$31,277.60



The Educational Services Commission of New Jersey Thank you for the opportunity

New Jersey State Approved Co-Op#: 65MCESCCPS

Bid# ESCNJ 18/19-22 (Snow Equipment)

Bid# ESCNJ 18/19-25 (Grounds Equipment)

Hank Hampton

TERMS AND CONDITIONS

- Sale is not final until this purchase order is signed by Seller and Buyer.
- No Warranties Express or Implied: Seller makes no warranties, express or implied by law, as to the product(s) set forth in this purchase order, and Seller specifically disclaims any implied warranty of merchantability or fitness for a particular purpose and any liability for consequential damages, including loss of income.
- Manufacturer's Price Increase: Manufacturer has reserved the right to change the price of products to Seller without notice. In the event the price to Seller of the product(s) ordered by Buyer is changed by Manufacturer prior to its delivery to Buyer, Seller reserves the right to change the cash delivery price to Buyer. If the cash delivery price is increased by Seller, Buyer may, if dissatisfied with the higher figure, cancel this order.
- Delays in Delivery: Buyer understands and agrees that Seller shall not be held responsible for any loss, damage, detention, delay, or failure to deliver resulting from any cause which is unavoidable or beyond Seller's reasonable control, including, but not limited to, fire, flood, natural disaster, strike or labor disturbance, accident, vandalism, riot or insurrection, war, any order, decree, law, or regulation of any court, government, or governmental
- In the event that this purchase order is canceled by mutual written consent of Seller and Buyer, or if Seller is unable to make delivery of said product(s) for any of the reasons specified herein, Seller shall return and Buyer shall accept any of the monies paid for the product(s) in full discharge of any obligations of Seller to Buyer hereunder.
- No Modification Unless in Writing: Buyer agrees that all previous communications between Seller and Buyer, either verbal or written, with reference to the subject matter of this purchase order, are hereby abrogated. Buyer further agrees that no modification hereof shall be binding upon Seller unless said modification is in writing and agreed to and accepted in writing by an officer or authorized representative of Seller.
- Choice of Law and Forum: In the event that a dispute arises under this purchase order, Buyer and Seller agree that said dispute shall be governed by the law of the State of New Jersey, and Buyer and Seller agree that the dispute will be adjudicated in the State of New Jersey, and Buyer agrees to submit to jurisdiction of said court.
- Attorney's Fees: In the event that Seller turns a dispute arising under this purchase order to an attorney and prevails in said dispute, Buyer understands and agrees that Buyer will be liable for either, at Seller's choice, stipulated attorney's fees in the sum of twenty (20) percent of the unpaid balance of this purchase order, or actual attorney's fees incurred by Seller resolving the dispute to conclusion.

Cherry Valley Tractor Sales
35 West Route 70
Marlton, NJ, 08053
www.cherryvalleytractor.com