

RESOLUTION NO. 2022- 490

A RESOLUTION AUTHORIZING A CONTRACT AWARD TO A STATE CONTRACT VENDOR, DIVERSIFIED STORAGE SOLUTIONS INC., NORRISTOWN, PA, FOR THE PURCHASE OF THREE (3) SUPERSAVER MOBILE STORAGE CARRIERS FOR EVIDENCE STORAGE.

WHEREAS, the City of Vineland pursuant to N.J.S.A. 40A:11-12 and N.J.A.C. 5:34-7.29(c), may by resolution and without advertising for bids, purchase any goods or services under the State of New Jersey Cooperative Purchasing Program for any State contracts entered into on behalf of the State by the Division of Purchase and Property in the Department of the Treasury; and

WHEREAS, the City of Vineland intends to enter into a contract with a State Contract Vendor for Supersaver Mobile Storage Carriers for Evidence Storage, through this resolution and properly executed contracts, which shall be subject to all the conditions applicable to the current State contracts;

WHEREAS, it has been recommended that a contract be awarded to Diversified Storage Solutions Inc., Norristown, PA (19-GNSV100630) based upon the proposal received, in an amount not to exceed \$29,351.58; and

WHEREAS, the availability of funds for said contract to be awarded herein have 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, as follows:

1. THAT this contract for the Purchase of Three (3) Spacesaver Mobile Storage Carriers for Evidence Storage is awarded pursuant to N.J.S.A. 40A:11-12a and N.J.A.C. 5:34-7.29(c), under the State of New Jersey Cooperative Purchasing Program.
2. THAT the Purchasing Agent be and the same is hereby authorized to issue a contract to Diversified Storage Solutions Inc., Norristown, PA based upon the proposal received, for Three (3) Spacesaver Mobile Storage Carriers for Evidence Storage, in an amount not to exceed \$29,351.58.

Adopted:

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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)**

10/31/22

(DATE)

1. Goods or Services (detailed description): Purchase of three (3) Spacesaver Mobile Storage Carriages for evidence storage

2. Amount to be Awarded: \$29,351.58

- Encumber Total Award  
 Encumber by Supplemental Release

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

4. \*\*Account Number to be Charged: 20125240250223028

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

6. Date to be Awarded: 11/7/22

7. Recommended Vendor and Address: DSS Diversified Storage Solutions INC.  
56 Bullonwood Street, Norristown, PA 19401

8. Justification for Vendor Recommendation:(attach add'l information for Council review)  
The DSS Mobile Storage Carriages are a system of storage shelving units which are built on a rolling tuck system that can move side to side and maximizes available space compared to stationary shelving systems. The carriages vastly extend the amount of evidence that can be stored in the main evidence vault and will replace stationary shelves.

Type of Contract:  State  National  Regional  County

Vendor's Cooperative Contract # 19-GNSV100830

9. Evaluation Performed by: Lt. Brian Armstrong #0221  #0221

10. Approved by: Chief Pedro Casiano Jr. #1389 10/31/22  
Date

11. Attachments:  
 Awarding Proposal  
 Other: \_\_\_\_\_

- Send Original to: Purchasing Department
- Send copies to: Business Administration

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



**Darren Phillips**  
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w: [www.diversifiedss.com](http://www.diversifiedss.com)

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To: Vineland Police Department  
Attention: Lt Brian Armstrong  
Quotation Reference #: 22-10545-2  
Submittal Date: 10/24/22  
Contract Vehicle: NJ State Contract # 19-GNSV1-00630

Additional Evidence Storage Carriages

(3) Spacesaver Mobile Storage Carriages:

21' Deep, 48" Wide, 93" High (including carriage)

(3) Openings @ 24" centers

(1) Opening @ 15" center

All welded carriage

HPL face panel

Handle

Aisle identifier

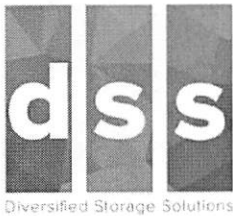
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To include all product, freight, delivery, and Standard wage installation (unless noted) during normal Business Hours with access to elevator (if needed) stair carry not included. Per noted specifications for shelving and configuration. 50% Deposit required upon receipt of Purchase Order. All Applicable Taxes Included

\*\*\*Current Product lead time: 18 weeks. Lead times may change due to volatile raw material shortages\*\*\*

Total Project Investment-----\$ 29,351.58

Sincerely,  
Darren Phillips  
(Diversified Storage Solutions, Inc)



**Darren Phillips**  
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## DSS Terms and Conditions of Sales, Service & Installation

Buyer's purchase of and Diversified Storage Solutions' delivery and installation of the product(s) set forth in the attached proposal are subject to each of the terms and conditions set forth herein.

### 1. Acceptance

If required by Buyer's accounts payable system, Buyer shall, within five (5) business days of the date of acceptance of the Proposal, deliver to Diversified Storage Solutions, Inc. ("DSS") one or more purchase order(s) with respect to all Products, which are the subject of the Proposal. DSS shall not be required to take any action on behalf of Buyer until DSS receives from Buyer all required purchase orders, signoffs, and Deposit(s) (defined below).

### 2. Deposit & Payment Terms

The proposed Product(s) are specifically designed and manufactured to the Buyers' unique requirements. For this reason, DSS requires a deposit ("Deposit") equal to one-half (50%) of the total amount stated in the Proposal and must be received within ten (10) calendar days of contract award. The Deposit shall be credited toward the total purchase price of the Product(s) covered in the Proposal. If a manufacturer of the Product(s) requires an additional deposit before fabrication or shipment of such Product(s), those additional charges shall be immediately payable by the Buyer. At the time of shipment of Product(s), the Buyer is responsible for an additional payment of (40%) of the Proposal total with only (10%) of the Proposal total allowed to be withheld until Final Installation is complete and Possession of Product is then taken by the Buyer.

### 3. Taxes

All prices quoted are exclusive of applicable state or local sales or usage tax and the Buyer is solely responsible for the payment of all applicable taxes. DSS is authorized to collect and remit sales tax only for sales delivered to customers in the states of Pennsylvania, West Virginia, and New Jersey and with respect to deliveries to other states; Buyer is solely responsible to pay any applicable taxes directly to the respective taxing authority. In the case where the Buyer is Tax Exempt, the Buyer must present the appropriate Tax-Exempt Certificates at the time of order submittal to DSS.

### 4. Freight & Handling

DSS includes in the Proposal to the Buyer, all Freight on Board (F.O.B.) and Handling Fees ("Freight") that are incurred from manufacturer(s) for the delivery of Product(s). If a "Change in Delivery" status should occur after the date of order submittal, and is not approved by, or the direct responsibility of DSS, the Buyer will be responsible for the additional cost and will have those cost directly billed to the Buyer by DSS.

### 5. Change Orders

Buyer must authorize, in writing, any changes to the Proposal irrespective of whether such changes constitute an additional cost to the Buyer. Buyer must select and approve all necessary finishes to ensure that the Product(s) will be delivered and installed in accordance with the delivery and installation dates provided by the manufacturer(s) of the Product(s). If the Buyer's written changes are approved, but after manufacturing of Product(s) has begun, the Buyer will be responsible for any fees imposed by the manufacturer for such changes and will be subject to any delay in shipping and delivery dates caused as a direct result from the Product(s) being changed.

### 6. Cancellations and Returns

Buyer may not cancel any part of a Proposal/Order without DSS's prior approval and written consent. Buyer hereby expressly acknowledges that, in accordance with the manufacturer(s)' published policy, upon the cancellation of all or any portion of the Proposal/Order, the Buyer may be liable to the manufacturer(s) of the Product(s) for cancellation or restocking fees which may total the full amount of the Proposal/Order. All cancellation requests must take place Fifteen (15) business days prior to the manufacturer(s) acknowledged ship date. No cancellation of Product(s) will be accepted after this time (Fifteen (15) business days prior to acknowledged ship date) has lapsed. After that time all Product(s) will be the sole responsibility of the Buyer to receive and be invoiced for full amount due of the Product(s) according to the agreed upon Proposal. IMPORTANT: Quick Ship Orders CANNOT be altered or canceled after being submitted to the manufacturer.



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## 7. Delivery & Installation

**Job Site Requirements** - Buyer shall grant DSS access to the area where the Product(s) will be delivered and installed ("Job Site"). Prior to delivery of Product(s), the Buyer shall ensure, (i) the Job Site is clean and free of debris and obstructions, (ii) the Job Site meets all installation requirements, i.e., electrical, lighting, fire protection, floor load capacity and clearance codes that may be mandated by state and local counties, (iii) any licensing or permits required for Job Site installation from state and local counties are obtained and paid for by the Buyer and made available for display prior to the installation, and (iv) work of other contractors or Buyer's personnel will not interfere with or impede DSS's installation of the Product(s). Buyer shall provide at the Job Site, without any cost to DSS, electricity, lighting, heat, water, hoisting and/or elevator service that may be required, and adequate facilities for the offloading, staging, moving, and handling of Product(s). If the Buyer fails to fulfill the obligations set forth in the statements and elects to proceed with DSS's installation of Product(s), the Buyer expressly agrees to pay the full amount of any additional installation costs incurred, including repairs for any damage to the Job Site or the Product(s).

**Labor and Working Hours** - Delivery and installation of Product(s) will be during normal working hours, defined as Monday through Friday during the hours of 7AM to 3:30PM. Work to be performed is based on using NON-Union, bonded, and insured personnel, unless otherwise noted and approved by DSS and is planned as standard straight time. Buyer will pay additional labor costs resulting from any overtime work that is performed (work not during normal business hours), and not at the discretion of DSS, but at Buyer's request. If trade regulations applicable to the Job Site require the use of Union tradesman other than DSS's installation personnel, Buyer shall pay all additional labor costs as a result thereof. Any installation or servicing performed to the Product(s) must be performed by Certified, factory trained personnel, or void of warranty by the manufacturer may apply to the Product involved.

**Noise and Debris** - Use of loud tools, i.e., Hammer, Drills and/or Grinders, may be required for installation of Product(s). Buyer must take into consideration that this process may result in a certain level of noise and dust and the Buyer is responsible for notifying all parties that may be affected and take proper action, if any, to conform to such conditions that will not result in the impediment of the installation process in any way.

**Finished Floor** - Finished Floor covering for Raised Floor Decking, i.e., VCT, carpet tiles, rolled goods, etc., is not included in the Proposal unless such services are requested by the Buyer for DSS to provide. If requested by the Buyer, DSS will arrange the purchase and installation of the required Finished Flooring to complete only the Raised Floor Decking portion of the Product(s). All other area flooring within the architecture of the space will be the sole responsibility of the Buyer.

**Fire Code Requirement** - Fire Retardant Decking can be supplied by DSS, however every piece of decking may not be individually stamped. If individual stamping is required by building or local fire codes, the additional charges to do so will be the responsibility of the Buyer. It is also the Buyers responsibility to notify DSS of this condition prior to order placement.

**Trash Removal** - A dumpster for trash and packaging materials must be made available at no cost to DSS, unless trash removal arrangements have been agreed upon by DSS and the Buyer prior to the start of the installation or specified in the original proposal. Dumpster should be conveniently always located and easily accessible to DSS.

**Damages** - Upon the delivery of the Product(s) to the Job Site, Buyer hereby releases DSS from any costs, claims, damages, liabilities or charges arising from, or in connection with, any damage to the Product(s) or delays in shipment not solely caused by the gross negligence of any employee or contractor of DSS. DSS is not responsible for any damage to the Product(s) that occurs during shipment or installation performed by non-DSS personnel or contractors.

**Insurance** - DSS carries Public Liability, Worker's Compensation, Property Damage and Automotive Insurance and certifications will be delivered to Buyer upon request. Fire, Tornado, Flood, and other insurance at the Job Site will be provided and paid for by Buyer. DSS does not carry Professional Liability of EIFS insurance.



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**Storage and Holding Terms** – Provided the Product(s) does/do not arrive at the Job Site earlier than the date requested, Buyer will provide safe and adequate storage space. If the storage space provided is inconveniently located or on another floor or area than the Job Site, Buyer shall pay any additional labor charges incurred by DSS as a result thereof. If for any reason the Buyer is unable to receive Product to the Job Site on the agreed upon delivery date and the Buyer is unable to supply an adequate storage space for such Product, DSS may be able to offer alternative storage solutions for such Product, at Buyer's request. All additional cost that would incur concerning shipping and handling are the direct responsibility of the Buyer and will be invoice to the Buyer. Buyer will also be directly invoiced for Storage and Holding Fees of one and one-half (1 ½) percent on entire net order value, even if only partial Product storage is needed, for every fifteen (15) days the Product remains in storage through DSS. This storage charge is not pro-rated and will be enforced starting from day one (1) and will cover up until the end of day fifteen (15). If any Product is remaining, for any reason, after day fifteen (15) then an additional one and one half (1 ½) percent interest charge will be applied on the entire net order value for the next fifteen (15) days and so forth.

## 8. Invoicing

Within ten (10) days following Buyer's receipt of DSS's final invoice, Buyer shall pay the total amount listed on the final invoice unless DSS and Buyer have previously agreed in writing to different payment arrangements. If Buyer fails to pay the total amount listed on the final invoice within thirty (30) days, the Buyer agrees to pay a finance charge equal to one and one-half (1 ½) percent, per month, at the annual percentage rate of eighteen percent (18%) or the maximum rate permitted by applicable law, and those cost will be applied to the remaining unpaid balance each month until full and final monetary restitution is made. Any Product received prior to the installation date, either by the Buyer or DSS, will be considered "received goods" to the Buyer and can be invoiced to the Buyer. Only the "received goods" portion of the entire Proposal can be invoiced. In a case where the installation is not complete upon final invoicing and is due to the direct fault of DSS, a maximum hold-back of ten (10) percent is allowed by the Buyer without incurring interest charges or penalties, up until final installation resolution is completed and signed off by DSS. Payments made via credit card will be subject to a 3% convenience fee.

## 9. Assignment

Buyer may not assign all or any part of the Proposal without DSS's prior written consent.

## 10. Warranty

DSS will honor all Product(s) warranted against defects in materials and/or workmanship as stated by the terms defined by the manufacturer(s). A copy of the manufacturer(s) warranty for the Product(s) will be presented with final invoice to the Buyer. All or any of the Manufacturer(s) warranties will be made available immediately to the Buyer upon request. All labor supplied by DSS is warranted for a period of One (1) year from date of final invoice unless alternate arrangements have been made in writing and agreed upon by DSS to the Buyer. At the completion of the One (1) year period, DSS can supply additional coverage for Product(s) through an extended Service Contract issued by DSS to the Buyer at an additional cost. Service Contracts are non-transferable. Buyer can obtain more information for extended service contracts by calling DSS directly at 610-239-5950. Any abuse, misuse, unauthorized reconfiguration, or manipulation to any part of the Product(s) covered under warranty by DSS will result in a direct void of warranty and will no longer be the responsibility of DSS.



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## 11. Governing Law

All disputes that may arise between the parties regarding the interpretation or application of this contract and the legal effect of the contract shall, to the exclusion of any court of law, be arbitrated and determined by a board of arbitrators, unless the parties can resolve the dispute by mutual agreement. Either party shall have the right to submit any dispute to arbitration thirty (30) days after the other parties have been notified as to the nature of the dispute. If the dispute goes to arbitration, each party shall select an arbitrator and the two arbitrators so selected shall jointly select a third arbitrator. The arbitration shall be governed by the rules of the American Arbitration Association. The statutes of the state of Pennsylvania shall govern the arbitration proceeding, and the proceeding shall be held in the city in that state where the principal office of seller is located. Anything to the contrary contained in the above mentioned rules and statues notwithstanding, the parties consent that any papers, notices, or process necessary or proper for the institution of continuance of, or relating to any arbitration proceeding, or for the confirmation of an award and entry of judgment on any award made, including appeals in connection with any judgment or award, may be served on each of the parties by registered mail addressed to the party at the principal office of the party, or by personal service on the party in or without the above mentioned state. The parties recognize and consent to the above-mentioned arbitration association's jurisdiction over each one of them.

## 12. Final Sign-Off and Hold Dimension Approval

Until the following documents are signed and submitted to DSS by the Buyer:

- DSS Terms & Conditions Agreement
- Drawing Hold Dimension Approval

DSS will only then submit the Buyer's Product(s) to the manufacturer(s) for production to begin. Buyer agrees to accept full responsibility for the accuracy of the Hold Dimensions according to the approved drawing signed-off and submitted by the Buyer. If any Product(s) manufactured according to the approved Hold Dimension specification cannot be installed due to inaccuracy of the approved Hold Dimensions, the Buyer agrees to take full responsibility for any cost associated with Product(s) modification or replacement. This cost could include, but not exclusive to, re-manufacturing and reinstallation of Product(s).

By signing below, we (Buyer) have reviewed the terms and conditions above and agree to be bound to them.

\_\_\_\_\_  
Proposal No.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date