

RESOLUTION NO. 2023- 296

A RESOLUTION AUTHORIZING THE PURCHASE OF ONE NEW BATTERY POWERED GENIE Z45/25J DC W JIB FROM EASTERN LIFT TRUCK COMPANY, INC., MAPLE SHADE, NJ, IN AN AMOUNT NOT TO EXCEED \$81,879.00, PURSUANT TO A NATIONAL COOPERATIVE CONTRACT AGREEMENT WITH SOURCEWELL, CONTRACT #041719-TER.

WHEREAS, the Vineland Municipal Electric Utility - Generation is in need of a New Battery Powered Genie Z45/25J DC W JIB; 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 #041719-TER, for the purchase of a New Battery Powered Genie Z45/25J DC W JIB. 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 vehicles using the offered National Cooperative Pricing Agreement without public bidding, subject to the submittal and acceptance of certain documentation by Eastern Lift Truck Inc., Co.; and

WHEREAS, the City of Vineland intends under Sourcewell Contract #041719-TER to purchase from Eastern Lift Truck, Company, Inc., Maple Shade NJ, one a New Battery Powered Genie Z45/25J DC W JIB for the Vineland Municipal Electric Utility - Generation, in an amount not to exceed \$81,879.00, as listed in the Quotation dated June 2, 2023 made available through Sourcewell;

WHEREAS the Police Chief 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, 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

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 one New Battery Powered Genie Z45/25J DC W JIB, at a cost of \$81,879.00.

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)**



6/2/23
(DATE)

1. Goods or Services (detailed description): (1) NEW GENIE Z45/25J DC W JIB BATTERY POWERED FOR
VMU GENERATION

VMU

2. Amount to be Awarded: \$81,879.00

- Encumber Total Award
- Encumber by Supplemental Release

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

4. **Account Number to be Charged: 3-05-55-512-9001-52000-E392P

5. Contract Period (if applicable): _____

6. Date to be Awarded: 6/27/23

7. Recommended Vendor and Address: EASTERN LIFT TRUCK COMPANY, INC
549 E LINWOOD AVE, MAPLE SHADE, NJ, 08052

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

Type of Contract: State National Regional County

Vendor's Cooperative Contract # SOURCEWELL CONTRACT# 041719-TER

9. Evaluation Performed by: JEFF CELEBRE

10. Approved by: *John Lelliè* _____ Date

11. Attachments:
 Awarding Proposal
 Other: _____

- Send Original to: Purchasing Department
- Send copies to: Business Administration *(m)*

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

EASTERN LIFT TRUCK COMPANY, INC.

549 East Linwood Avenue • Maple Shade, NJ 08052 • 888-779-8880 • www.easternlifttruck.com

Thank you for giving Eastern Lift Truck the opportunity to propose the following material handling equipment.

Customer: Vineland Electric
51 West Park Ave.
Vineland, NJ 08360

Quote Number: JRL-06022023-1
Date: 6/2/2023
Expires: 7/2/2023



Attention: David Soto

Quantity	Description	Price Each	Total
1	<p>New Genie Z45/25J DC With Jib Battery Powered</p> <ul style="list-style-type: none"> Platform Height: 45' Platform Capacity: 500 LBS Platform Size: 30" x 60" Tires: Pneumatic Foam Filled Options Included: All Motion Alarm, Horn, BDI, Tie Down Lugs, Hour Meter <p>Sourcewell Contract Number 041719-TER</p> <p>Manufacturer's Terms & Conditions Prices are subject to change until shipment. Applicable taxes and surcharges will be added. Taxes, shipping and handling and lead times are estimates and subject to change. Accepted By: _____</p> <p>Price Includes Genie Surcharge For Orders Placed in 2023 in the amount of \$4,040.77</p>		\$81,879.00

Payment Terms:	Net Upon Delivery	Total Purchase Price:	\$81,879.00
F.O.B.:	Delivered	Subject to Local State Taxes Where Applicable	
Estimated Lead Time:	Q4 2024		

Finance Options		
Terms	Estimated Monthly Payment	Initial To Add
12-Month Full Purchase Lease, \$1 Buyout, \$0.00 Down Payment, Payment in Arrears	plus sales tax	
24-Month Full Purchase Lease, \$1 Buyout, \$0.00 Down Payment, Payment in Arrears	plus sales tax	
36-Month Full Purchase Lease, \$1 Buyout, \$0.00 Down Payment, Payment in Arrears	plus sales tax	
48-Month Full Purchase Lease, \$1 Buyout, \$0.00 Down Payment, Payment in Arrears	plus sales tax	

All transactions are subject to credit approval by HYGFS and subsequent execution of all required documentation. Rates will be protected for delivery up to 90 days from the date of credit approval. Verification of physical damage and liability insurance is required prior to funding. Published rates and payment factors are subject to change without prior notice. Also, please note that the build process will not begin until signed equipment schedules are returned to HYG Financial Services. All leases are subject to a one-time document fee of \$195.00.

Terms & Conditions

ACCEPTANCE - Your signature on this proposal constitutes an order. All quotations are subject to prompt acceptance and transmittal or order. Prices are subject to change without notice unless otherwise stated. Contracts and agreements are not valid unless approved and accepted in writing in the corporate office in Maple Shade, NJ. All contracts shall be deemed to have been executed in New Jersey.

DELIVERIES - Promises of deliveries are given as accurately as conditions permit. Seller does not guarantee to accomplish shipments on the date or dates mentioned.

DELAYS - Deliveries under all contracts and agreements are contingent upon acts of providence, strikes, accidents, governmental priority regulations, and other causes of delay beyond the seller's control, and in no event will the seller be liable for consequential delays or losses.

CANCELLATIONS - Orders cannot be scheduled, cancelled, specifications changed, or goods returned without seller's prior permission. Acceptance is conditional upon reimbursement for consequential loss to the seller. A 30% restocking fee will be charged for any and all cancellable orders.

WARRANTIES - The seller's liability is limited to the warranty as expressed in the body of the quotation. The seller in no event shall be liable for damages to the use of items sold. This warranty supersedes all prior assurances, written or oral, made by the seller, its agents, or representatives.

PERFORMANCES - Information provided concerning performance of equipment listed hereon are engineering estimates only and no guarantee to meet such specification is to be implied.

CONFIDENTIAL INFORMATION - This proposal as well as all information therein, including prints, brochures, etc., are confidential and intended only for the purchaser's use and are not to be used in any way detrimental to the seller.

PAYMENT TERMS - Terms are net upon delivery of equipment. Accepted methods of payment are cash, check, or executed lease documents. Sales or use taxes, any type of property tax, or any manufacturer's or other excise tax levied by federal, state, or municipal government or subdivision thereof, will be the liability of the purchaser and if paid by the seller are rechargeable to the purchaser. All sales are subject to the approval of the seller's credit department. This and all subsequent purchases are payable to Eastern Lift Truck Co., Inc.

The seller reserves the right to cancel this contract and collect fees as noted in "Cancellations" upon: 1. Breach of contract by the purchaser. 2. Failure by purchaser to make payments as required. 3. Insolvency or bankruptcy of the purchaser. The seller may require advance payment for security or may cancel an order if the seller, in good faith, doubts the purchaser's ability to pay in general. No terms contained in the purchaser's purchase order, shipping request, or other communications shall vary the terms and conditions of this agreement, expressed herein, whether or not shipment of the goods followed receipt of such purchase order or any other communication.

Proposal By

John Lukaitis
Account Manager
Eastern Lift Truck
Cell: 856-371-0684
Email: jlukaitis@easternlifttruck.com

Accepted By

Name:

Signature:

Date:

PO Number:

Proposed Equipment Subject To Prior Sale