

SALEM COUNTY IMPROVEMENT AUTHORITY

RESOLUTION 2023-61

May 11, 2023

**RESOLUTION OF THE SALEM COUNTY IMPROVEMENT AUTHORITY
AUTHORIZING THE PURCHASE OF A TANA 440DT SHARK SHREDDER
THROUGH THE FLORIDA SHERIFFS ASSOCIATION COOPERATIVE PURCHASE
AGREEMENT PURSUANT TO N.J.S.A 52:34-6.2(b)(3) AFTER PUBLICATION OF A
PUBLIC NOTICE OF SAID INTENT TO PURCHASE**

WHEREAS, The Salem County Improvement Authority ("SCIA") was provided a demonstration by GT Mid Atlantic, LLC ("GT"), of Tana 440DT Shark Shredder to reduce the volume of the material going into the landfill which will aid in compaction and reduce the space taken up by the material in the landfill; and

WHEREAS, SCIA is permitted to join national cooperative purchasing agreements under the authority of N.J.S.A. 52:34-6.2(b)(3) for the purpose of purchasing goods and services; and

WHEREAS, SCIA, pursuant to Resolution 2023-59 adopted on May 11, 2023, joined the Florida Sheriffs Association Cooperative Purchasing Agreement ("FSA Cooperative Purchasing Agreement") for the purpose of purchasing goods and services such as the proposed purchase of a Tana 440DT Shark Shredder; and

WHEREAS, SCIA has done a due diligence inquiry and cost savings analysis regarding the purchase of a Tana 440DT Shark Shredder (the "Tana Shredder" or "Machine") from Groff Tractor Mid Atlantic, LLC ("Mid Atlantic") through the FSA Cooperative Purchasing Agreement; and

WHEREAS, SCIA has determined that there is a cost savings by purchasing the Tana Shredder from Mid Atlantic through the FSA Cooperative Purchasing Agreement, when considering all factors, including but not limited to: the cost of the Tana Shredder, including the credit being given SCIA for the rental charges and added features, charges for service, material and delivery,, the avoidance of "out of service" time regarding the machine's use, the availability of the Tana Shredder for immediate delivery and use, the extended warranty terms, the availability of prompt service and such other factors deemed by SCIA to be in the best interest of the Authority and the public; and

WHEREAS, SCIA intends to enter into a contract to purchase a new Tana Shredder from Mid Atlantic through the FSA Cooperative Purchasing Agreement, in accordance with the sales order proposal submitted by Mid Atlantic. The contract, warranty and guarantee documents are attached hereto and made a part of this resolution as Exhibit A. A copy of the contract for purchase and all supporting documents are on file at the SCIA offices and may be viewed by the public during regular business hours; and

WHEREAS, SCIA is required to provide public notice of the intent to enter into a contract to purchase when purchasing through a national cooperative under the terms and conditions presented herein and provide interested parties with the opportunity to comment,

object and/or provide alternative approaches prior to finalizing the purchase, for a period of ten (10) days. A copy of the proposed notice is attached hereto and made a part of this Resolution as Exhibit B; and

WHEREAS, in the event the ten (10) day period passes without comment, objection or alternative approaches, SCIA authorizes the Executive Director and/or Board Chairman to proceed with the purchase of the Tana Shredder. In the event comment, objection or alternative approaches are served upon SCIA within the ten (10) period, the matter will be returned to the Board for discussion, determination and/or action; and

WHEREAS, funds are available in the full amount of the purchase price of the Tana Shredder and same have been certified by the Certifying Financial Officer:

Account Number	Amount	Department Description
61-00-000-200	\$1,226,115.00	Equipment

NOW, THEREFORE, BE IT RESOLVED by SCIA as follows:


1. The Executive Director is hereby authorized and directed to publish the public notice, attached hereto as Exhibit B in the official newspaper of SCIA; and

2. In the event no comment, objection or alternative approaches are served upon SCIA, at the SCIA offices located at 286 Welchville Road, Alloway, New Jersey 08001, within ten (10) days of the publication of the public notice, the Executive Director and/or the Board Chairman are authorized and directed to sign all documents and take all actions necessary to enter into the contract for the purchase of the Tana 440DT Shark Shredder, said contract being attached hereto as Exhibit A; and

3. In the event comment, objection or an alternative approach is served upon SCIA within the ten (10) day time period as outlined in paragraph 2 above and contained in the public notice, the matter shall be returned to the SCIA Board for further discussion, determination and/or action.


ATTEST


Michael Bercute, Alt. Secretary/Treasurer


Susan Bestwick, Chairperson

CERTIFICATION

I hereby certify the above to be a true copy of a resolution adopted by the Salem County Improvement Authority Board at their regular meeting held May 11, 2023.


Michael Bercute, Alt. Secretary/Treasurer



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

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Salem County Imp Auth

36 McKillip Road

Alloway, NJ 08001

TERMS: ☒ CASH ☐ FINANCE

FINANCE CO: RATE TERM
Net 30

SPECIAL FINANCING TERMS: Governmental

REQ. DELIVERY DATE: ☐ CUSTOMER PICKUP ☒ DEALER DELIVERY

SOLD BY
Bob T

Date: 5/8/2023 Account Number: County: Salem Contact Person: Julie Acton Phone: Customer P.O. #:

QTY	N- NEW U- USED R- RENTAL	MANUFACTURER	MODEL	SERIAL NUMBER	STOCK NO.	PRICE
1	New	TANA	440DT	BD0431	EQ61361	\$1,540,580.00
		FSA DISCOUNT	26%	CONTRACT #		(\$400,551.00)
		GTMA		SERVICE CONTRACT 5YR/10000HR w SPARE TOOTH		\$132,540.00
		GTMA		PREMIER EXT WARRANTY 5YR/10000HR		\$157,575.00
		GT MIDATLANTIC		DISCRETIONARY DEALER DISCOUNT		(\$160,029.00)

<SPECIAL INSTRUCTIONS>

NEW TANA 440DT SHARK SHREDDER
Webasto Diesel Pre Heater, Light Mast, 50mm 33 Knife Rotor, HD Door
Premier Extended Warranty 5yr/10,000hr, Service Contract 5yr/10,000hr, One Spare Tooth Kit.

***Includes Freight Delivery to Salem County & Set up on Site**

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	\$1,270,115.00		
					2. FREIGHT	\$0.00		
YEAR	MAKE	MODEL	SERIAL NUMBER		TRADE AMOUNT	3. SUBTOTAL	\$1,270,115.00	
					\$0.00	4. LESS TRADE	\$0.00	
						5. RENTS PAID	\$44,000.00	
OUTSTANDING LOAN WITH		ACCOUNT NUMBER			TOTAL TRADE (LINE 4)	\$0.00	6. ADJUSTED PRICE	\$1,226,115.00
					OUTSTANDING BAL. OWED (LINE 12)	\$0.00	7. SALES TAX 0.000%	\$0.00

☐ **CASE PRO CARE:** _____

WARRANTIES:

☒ **NEW (mfg)** 1YR/1500HR

☐ **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.

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 Mid Atlantic, Signature Title Date

X:

Purchaser Signature Title Date

**Groff Tractor Mid Atlantic, LLC
Terms and Conditions**

- 1. PRICES:** All Prices quoted herein are exclusive on and City, State or Federal taxes on manufacture, sales, use and the like. Whenever applicable, the buyer shall be solely responsible for payment thereof.
- 2. PAYMENT:** Payments shall become due in accordance with the terms hereof. Finance charges are subject to rate approval by financial institutions. The terms of sale are subject to credit approval and seller may, at any time prior to delivery, modify the terms of payment originally specified to assure prompt payment for the equipment ordered.
- 3. SECURITY INTEREST:** Seller shall retain a security interest in the equipment delivered hereunder until the total selling price, including taxes, delivery and other charges, is paid in full by buyer. Buyer agrees to sign and deliver to seller any additional security agreement required by seller. Buyer hereby appoints seller as buyer's agent to sign and cause to be filed on behalf of buyer any and all financing statements deemed necessary by seller to perfect the security interest granted by buyer to seller hereunder.
- 4. WARRANTY:** Seller warrants each new product within the time period or hourly limitation established by the manufacturer thereof. Seller's sole obligation under this warranty shall be limited to repairing, replacing or allowing credit for, at seller's option, any part or component which under normal and proper use and maintenance proves defective in material or workmanship.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED AND THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEED THE AFORESTATED OBLIGATION ARE HEREBY DISCLAIMED BY SELLER AND EXCLUDED FROM THIS AGREEMENT, UNLESS OTHERWISE EXPRESSLY STATED ON THE FACE OF THIS FORM. USED PRODUCTS ARE SOLD ON AN "AS IS" BASIS AND THERE IS NO IMPLIED WARRANTY OR MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, UNLESS OTHERWISE EXPRESSLY STATED ON THE FACE OF THIS FORM.

FURTHER, THERE ARE NO ORAL OR WRITTEN PROMISES, TERMS, CONDITIONS, REPRESENTATIVES OF QUALITY OR FITNESS FOR ANY PURPOSE OR WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING THESE PRODUCTS, OTHER THAN THOSE CONTAINED HEREIN IN WRITING, IF ANY.

BUYER AGREES TO INDEMNIFY AND HOLD TO SELLER HARMLESS FROM AND AGAINST ALL LIABILITY AND EXPENSES BASED UPON DAMAGE TO PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING OUT OF OR ATTRIBUTABLE TO THE USE OF SAID MACHINERY.

5. DEFAULT AND REPOSESSION: If buyer shall default in the performance of any of the terms, covenants and conditions of this Agreement, seller may declare the full amount due and payable without notice or demand and may repossess the equipment. Buyer agrees to pay attorney's fees in the amount of twenty percent (20%) of the amount due and payable, together with any other expenses incurred. Buyer shall be responsible for any expenses incurred by seller or its agents repossessing any item of equipment.

6. DELAYS: Seller may not be liable for loss or damage due to delay in delivery, resulting from any cause beyond seller's reasonable control including, but not limited to, acts of God, acts of omissions of the buyer, acts of civil or military authority, fires, strikes, factory shutdowns or alterations, embargos, war, riot or delay in transportation.

7. INSURANCE: The buyer shall at his own expense, but in the name for and in the benefit of the seller, insure said equipment against loss that may occur or be caused by fire, flood, explosion, theft or otherwise and liability of any and every kind until the selling price is paid in full by the buyer.

8. CANCELLATION: Buyer may cancel its order, reduce quantities, revise specifications or extend schedules only by mutual agreement as to reasonable and proper cancellation charges which shall take into account expenses already incurred and commitments made by the seller against any loss resulting there from.

INITIALS



Equipment - Parts - Service - Rentals

Julie Acton
Salem County Imp Auth
36 McKillip Road
Alloway, NJ 08001

5/11/2023

ADDENDUM

Addendum to TANA 440DT Shredder Extended Warranty Terms

S/N BD0431

GT Mid Atlantic is not responsible for failures resulting from unauthorized modification or alterations. Failures, other than those resulting from defects in material of factory workmanship, are not covered by this plan.

GT Mid Atlantic is not responsible for failures or damage resulting from what GTMA determines to be abuse or neglect, including, but not limited to: operation without adequate coolants or lubricants; over-fueling; over-speeding; lack of maintenance of cooling, lubricating or intake systems; improper storage, starting, warmup, run-in or shutdown practices; unauthorized modification to the Engine. Or failure to complete Daily checklist which has been provide to Salem County Improvement Authority.

GT Mid Atlantic is also not responsible for failures caused by incorrect oil, fuel, or diesel exhaust fluid or by water, direct or other contaminants in the fuel, oil, or diesel exhaust fluid.

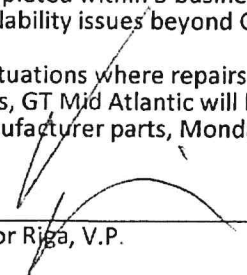
GT Mid Atlantic is not responsible for incorrect or improper material being fed into TANA 440DT Shredder.

Not including holidays, response time to be within 24 hours, Monday through Friday for equipment that is out of service. Response within 4 business days for scheduled maintenance. All work to be completed on site at Salem County Improvement Authority unless otherwise approved by SCIA. In the event repairs are to be required offsite all trucking costs will be incurred by GT Mid Atlantic and Tana/Humdinger Equipment.

In the event that any repairs covered under warranty cannot be completed within 3 business days, SCIA's warranty on said equipment will be extended by 1.5 times that of the loss beginning at the loss of service and ending when equipment is back in service*

*GT Mid Atlantic will make every effort to satisfy SCIA request for warranty work to be completed within 3 business days except where there are delays due to Manufacturers Parts availability issues beyond GT Mid Atlantic's control.

In situations where repairs have been delayed by reason of the delay in obtaining manufacturer parts, GT Mid Atlantic will begin repairs within 24 hours of the receipt of the delayed manufacturer parts, Monday through Friday, and excepting holidays.



Victor Riga, V.P.

**SALEM COUNTY IMPROVEMENT AUTHORITY
PUBLIC NOTICE**

**NOTICE OF INTENT TO AWARD CONTRACT UNDER A NATIONAL COOPERATIVE
PURCHASING AGREEMENT WITH THE FLORIDA SHERIFFS ASSOCIATION
COOPERATIVE PURCHASING AGREEMENT**

The Salem County Improvement Authority ("SCIA") pursuant to Resolution 2023-59, adopted on May 11, 2023, has joined the Florida Sheriffs Association ("FSA") Cooperative Purchasing Agreement for the purpose of purchasing goods and services, including to purchase one (1) TANA Shredder 440DT Contract FSA20-EQU18.0 for Heavy Equipment. Information regarding the contract may be found at the offices of SCIA located at 286 Welchville Road, Alloway, New Jersey 08001, Monday through Friday, 8:00am to 4:00pm, as well as, on the SCIA website at: www.scianj.com

SCIA contract term shall not exceed two (2) months from contract award. It is the intent of SCIA to make a contract award to GT MidAtlantic through the FSA national cooperative, pursuant to their submitted proposal.

SCIA is permitted to join national cooperative purchasing agreements under the authority of N.J.S.A. 52:34-6.2(b)(3).

Interested parties have a period of ten (10) days from the date of publication of this notice to serve comments upon SCIA. Any comments **must** be delivered to SCIA at its office as set forth above within the ten (10) day period.