

**SALEM COUNTY IMPROVEMENT AUTHORITY**

**RESOLUTION 2023-108**

**November 9, 2023**

**RESOLUTION OF THE SALEM COUNTY IMPROVEMENT AUTHORITY  
AUTHORIZING PURCHASE OF A CASE CX220E EXCAVATOR THROUGH  
SOURCEWELL AFTER PUBLICATION OF A PUBLIC NOTICE  
REGARDING THE INTENT TO PURCHASE**

**WHEREAS**, The Salem County Improvement Authority ("SCIA") has a need to purchase an excavator to assist with the use of its waste shredder so as to maximize it to its fullest potential; and

**WHEREAS**, Landfill Manager Parker Smith requested quotes and conducted a due diligence inquiry into potential excavators that would meet SCIA's needs and determined that an excavator "Case CX220E Excavator" through the Sourcewell National Cooperative ("Sourcewell") would best fulfill the Authority's needs and at the best available cost; and

**WHEREAS**, Pursuant to Resolution 2018-51 The Salem County Improvement Authority (Authority) authorized joining the Sourcewell; and

**WHEREAS**, after reviewing the potential contracts, SCIA intends to award a contract for the purchase of a Case CX220E Excavator from GT MidAtlantic through the Sourcewell contract number 221374 for purchase in the amount of \$268,000.00, as per the attached quote/invoice, marked Exhibit A; and

**WHEREAS**, Pursuant to the requirements of Public Law 2010 Chapter 139 and the Local Public Contracts Law the Authority verifies the following in reference to the Sourcewell contract number 221374, for the purchase of a Case CX220E Excavator from GT MidAtlantic, 551 North Harding Highway, Vineland, NJ 08360:

1. That the use of the cooperative purchasing agreement shall result in cost savings after all factors, including charges for service, material, and delivery, has been considered by one of the following:
  - a. Comparing current State contract pricing, available to other government entities, to that of the proposed national cooperative.
  - b. Comparing pricing for comparable goods or services under the contracting unit's current contracts or contracts available to it (i.e., New Jersey government based cooperative purchasing programs) to that of the proposed national cooperative.
  - c. Comparing recently procured comparable contracts entered by other public entities to that of the proposed national cooperative.
2. The national cooperative contract was awarded through a "competitive bidding process" that included open competition, or competition among those qualified or pre-qualified, submission of bids, and awarded pursuant to a "lowest responsible", "most advantageous to the public entity, price and other factors considered", or other similar standard employed

by a public entity. This excludes contract awards based on unadvertised, “invitation only,” negotiated, local preference, or sole source procurement practices.

3. The “competitive bidding process” that was used by the original contract awarding agency complies with N.J.S.A. 19:44A-20.4 and 20.5 (pay-to-play laws) and at a minimum, the original contract awarding agency did the following:
  - a. Publicly advertised in newspapers or on the Internet website maintained by the public entity in sufficient time to give notice in advance of the contract;
  - b. Awarded under a process that provides for public solicitation of proposals or qualifications;
  - c. Awarded and disclosed under criteria established in writing by the public entity prior to the solicitation of proposals or qualifications; and
  - d. Publicly opened and announced when awarded.
4. The contract being awarded must have been awarded by a contracting unit as defined in c. 139 and was not awarded by a non-profit or private organization, even if a member of the cooperative. Stated differently, the original contract awarding agency meets the definition of a “contracting unit” as defined by New Jersey purchasing statutes.
5. The original bid was advertised as a national cooperative contract (or a regional contract that includes New Jersey in its region) – not as a strictly local contract that was made “national” or “regional” after the receipt of bids.
6. The vendor will comply with the following New Jersey laws by submitting the following required forms to the Authority, as if the contract was originally awarded by the Authority:
  - a. New Jersey Business Registration Certificate for the contractor and any sub-contractors (i.e., copy of certificate)
  - b. Statement of Corporate Ownership (an original form prepared for the contracting agency awarding the contract)
  - c. Public Contract EEO Compliance (Employee Information Report form or proof of participation in a federally approved affirmative action program) A non-collusion affidavit (only if required by a local unit), and.

**WHEREAS**, funds are available in the full amount of the purchase price of the excavator and same have been certified by the Certifying Financial Officer;

Vendor: GT MidAtlantic

Account Number	Amount	Department Description
61-00-000-200	\$268,000.00	Equipment Purchase

**NOW, THEREFORE, BE IT RESOLVED:**

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 a Case CX220E Excavator from GT MidAtlantic through the Sourcewell contract number 221374, 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:**



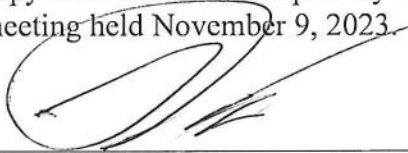
Lewis Schneider, Vice-Chairperson



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 November 9, 2023.



Lewis Schneider, Vice-Chairperson



**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  
732-780-4800

☐ **TOTOWA**  
200 BOMONT PLACE  
TOTOWA, NJ 07512  
973-785-4900

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Salem County Imp Auth
36 McKillip Road
Allallow, NJ 08001

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

Date 11/2/2023	Account Number Sourcewell #221374	County Salem	Contact Person Parker Smith	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	CX220E	TBD	TBD	\$339,626.00
		SOURCEWELL DISCOUNT	26%	CONTRACT # 032119-CNH		(\$88,303.00)
		GT MID ATLANTIC ADD'L DEALER DISCOUNT				(\$21,850.00)
		DEALER PROVIDED		Strickland Hydraulic Main Pin Thumb		\$8,198.00
		DEALER PROVIDED		Strickland Hydraulic Coupler		\$8,397.00
		DEALER PROVIDED		Strickland 42" Bucket		\$5,992.00
		DEALER PROVIDED		Ext Services 5yr or 5,000hr includes TTM		\$9,500.00
		DEALER PROVIDED		Ext Premier Warranty 5yr/5,000hr includes TTM		\$6,440.00

### <SPECIAL INSTRUCTIONS>

#### NEW CASE CX220E EXCAVATOR

Halogen Light Pkg, Std Boom, 9'8" Arm, 31.5" Steel Shoes, Multi Func Hydraulics, Single Track Chain Guide, Pre-Cleaner, Window Guard  
Rear and Right Side Back up Camera, Sun Visor, Air Suspension Heated & Tilt Seat, Hyd Coupler, Hyd Main Pin Thumb, 42" Bucket  
EXTENDED WARRANTY 5YR/5,000HR, EXTENDED PLANNED MAINTENANCE 5YR/5,000HR WHICHEVER COMES FIRST  
CASE PROCARE 3YR/3000HR WARRANTY, 3YR/ 2000HR PLANNED MAINTENANCE, 3YR ADVANCE TELEMATICS SUBSCRIPTION

#### TRAVEL TIME & MILEAGE INCLUDED DURING PROCARE & EXTENDED WARRANTY/ PLANNED MAINTENANCE TERMS

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	\$268,000.00
					2. FREIGHT	\$0.00
YEAR	MAKE	MODEL	SERIAL NUMBER	TRADE AMOUNT	3. SUBTOTAL	\$268,000.00
				\$0.00	4. LESS TRADE	\$0.00
					5. RENTS PAID	
OUTSTANDING LOAN WITH		ACCOUNT NUMBER		TOTAL TRADE (LINE 4)	6. ADJUSTED PRICE	\$268,000.00
				OUTSTANDING BAL. OWED (LINE 12)	7. SALES TAX 0.0000%	\$0.00

☒ CASE PRO CARE: 3YR/3000 WARRANTY - 3YR/2000HR MAINTENANCE - 3YR ADV TELEMATICS

#### 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 Mid Atlantic, Signature

Title

Date

X:

Purchaser Signature

Title

Date

IT IS UNDERSTOOD THAT PAGE 1 & PAGE 2 ARE THE ENTIRE AGREEMENT BETWEEN THE PARTIES

ORIGINAL

**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

**SALEM COUNTY IMPROVEMENT AUTHORITY  
PUBLIC NOTICE**

**NOTICE OF INTENT TO AWARD CONTRACT UNDER A NATIONAL COOPERATIVE  
PURCHASING AGREEMENT WITH THE SOURCEWELL NATIONAL  
COOPERATIVE PURCHASING AGREEMENT**

The Salem County Improvement Authority ("SCIA") pursuant to Resolution 2018-51, has joined the Sourcewell National Cooperative Purchasing Agreement ("Sourcewell") for the purpose of purchasing goods and services. SCIA is permitted to join national cooperative purchasing agreements under the authority of N.J.S.A. 52:34-6.2(b)(3).

SCIA intends to enter into a contract to purchase a Case CX220E Excavator from a national cooperative, in accordance with the sales order proposal submitted by GT Mid Atlantic through the Sourcewell contract number 221374.

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](http://www.scianj.com)

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 time period.