

SALEM COUNTY IMPROVEMENT AUTHORITY

RESOLUTION 2024-52

MAY 9, 2024

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

WHEREAS, Pursuant to Resolution 2024-51 The Salem County Improvement Authority (Authority) authorized joining the Sourcewell, and;

WHEREAS, The Salem County Improvement Authority ("SCIA") has a need to replace the wheel loader used on the landfill due to its age and extremely poor condition; and

WHEREAS, Landfill Manager Parker Smith and other SCIA employees knowledgeable in the purchasing of the wheel loader conducted due diligence and determined that a wheel loader, "2024 Case 1021G Zbar Wheelloader" from GT Mid Atlantic through the Sourcewell contract number 011723-CNH would best fulfill the Authority's needs for a wheel loader and at the best available cost; and

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

WHEREAS, after reviewing the potential contracts, the Authority intends to award a contract for the purchase of a 2024 Case 1021G Zbar Wheelloader from GT Mid Atlantic through the Sourcewell contract number 011723-CNH for the purchase amount of \$476,900.00, as per the attached Sales Order 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 011723-CNH, for the purchase of a 2024 Case 1021G Zbar Wheelloader from GT Mid Atlantic, Vineland, New Jersey:

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.

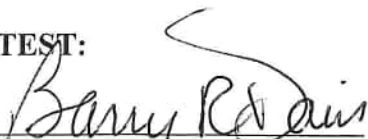
WHEREAS, funds are available in the full amount of the purchase price of the wheel loader and same have been certified by the Certifying Financial Officer:


Vendor: GT Mid Atlantic

<u>Account Number</u>	<u>Amount</u>	<u>Department Description</u>
61-00-000-200	\$476,900.00	Capital Budget Equipment

NOW, THEREFORE, BE IT RESOLVED by the Salem County Improvement Authority:

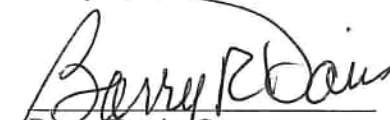
ATTEST:


 Barry Davis, Secretary


 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 9, 2024.


 Barry Davis, Secretary



Mid Atlantic

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

S
O
L
D
T
O

Salem County Imp Auth
PO Box 890
Alloway, NJ 08001

TERMS: [X] CASH [] FINANCE
FINANCE CO: RATE TERM
Net 30
SPECIAL FINANCING TERMS: Governmental
REQ. DELIVERY DATE: [] CUSTOMER PICKUP [X] DEALER DELIVERY
SOLD BY Bob T

Date 4/4/2024 Account Number County Salem Contact Person Parker Smith Phone Customer P.O. #

Table with 7 columns: QTY, N-NEW U-USED R-RENTAL, MANUFACTURER, MODEL, SERIAL NUMBER, STOCK NO., PRICE. Includes rows for Case 1021G, SOURCEWELL DISCOUNT, and various dealer-provided packages like FIRE SUPPRESSION, TRASH GUARDING PACKAGE, etc.

<SPECIAL INSTRUCTIONS>

NEW CASE 1021G Z BAR WHEEL LOADER

HEAVY DUTY AXLES W/ COOLERS, HEATED AIR SEAT, JOYSTICK W/O AUX STEERING, JOYSTICK W 1 AUC FUNCTION, STANDARD FENDERS LH/RH STEPS, HEATED AIR SEAT WITH HEADREST, COLD WEATHER PACKAGE, 5.5 CYD BUCKET FIRE SUPPRESSION, TRASH GUARDING PACKAGE, HYDRAULIC COUPLER, FORKS EXTENDED WARRANTY 5YR/5,000HR INC TTM , EXTENDED MAINTENANCE 5YR/5,000HR INC TTM

PROCARE ~ 3YR/3000HR WARRANTY ~ 3YR/2000 MAINTENANCE ~ SITEWATCH TELEMATICS & 5YR ADVANCED SUBSCRIPTION

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. Table with columns for YEAR, MAKE, MODEL, SERIAL NUMBER, TRADE AMOUNT and summary rows for SALE PRICE, FREIGHT, SUBTOTAL, etc.

[X] CASE PRO CARE:

WARRANTIES:

[X] 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 WARRANTIED 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.

Summary table with 2 columns: Description, Amount. Rows include 8. FED EXCISE TAX, 9. DOC. FEES, 9. TOTAL COST, 10. CASH DOWN PAYMENT, 11. BALANCE DUE (PURCHASE), 12. OUTSTANDING BAL. OF TRADE, 13. TOTAL UNPAID BALANCE.

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, fire s, 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