

## **RESOLUTION 176-21**

### **RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) CASE EXCAVATOR CX37C AS PART OF SOURCEWELL (PREVIOUSLY NJPA) UNDER A NATIONAL COOPERATION PURCHASE PROGRAM BY THE BOROUGH OF CLAYTON**

**WHEREAS**, N.J.S.A. 52-34-6.2(b)(3) authorizes contracting units to purchase goods, or to contract for services, may make purchases and contract for services through the use of a nationally-recognized and accepted cooperative purchase agreement that has been developed utilizing a competitive bidding process by another contracting unit within the State of New Jersey, or within any other state, when available; and

**WHEREAS**, the Borough of Clayton had authorized by Resolution Membership in the Sourcewell (previously NJPA) Cooperative Purchasing Program effective July 9, 2020; and

**WHEREAS**, Sourcewell (previously NJPA) is a nationally recognized and accepted cooperative purchasing contracting unit within the State of Minnesota that utilizes a competitive bid or competitive proposal process in awarding contracts for goods and services and is authorized by Minnesota law to extend its contracts to local government units nationwide; and

**WHEREAS**, the Interlocal Contract for Cooperative Purchasing runs from May 13, 2019 through May 13, 2023; and

**WHEREAS**, the Borough of Clayton proposes to purchase one (1) Case Excavator CX37C under the Sourcewell (previously NJPA) Cooperative Purchase Program, Contract #032119-CNH-1 for the Clayton Public Works Department.

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the Borough of Clayton, County of Gloucester, and State of New Jersey as follows:

1. That the governing body does hereby approve the purchase of one (1) Case Excavator CX37C through the Sourcewell (previously NJPA) Cooperative Purchasing Program, Contract #032119-CNH-1 in the total amount of \$66,280.00.
2. Donna Nestore, CFO for the Borough of Clayton certifies the above referenced dollar amount is available through Ordinance 14-2021 for the purchase of one (1) Case Excavator CX37C through the Sourcewell (previously NJPA) Cooperative Purchasing Program, Contract #032119-CNH-1 for the Clayton Public Works Department.

**ADOPTED** at a meeting of the Mayor and Council of the Borough of Clayton,  
County of Gloucester, and State of New Jersey held on September 9 2021.

BOROUGH OF CLAYTON



\_\_\_\_\_  
THOMAS BIANCO, Mayor

ATTEST:



\_\_\_\_\_  
CHRISTINE NEWCOMB, Municipal Clerk

CERTIFICATION

I, Christine Newcomb, Municipal Clerk of the Borough of Clayton, in the County of Gloucester, do hereby certify that the foregoing Resolution was presented and duly adopted by the Borough Council at a meeting of the Borough of Clayton held on Thursday, September 9, 2021.

\_\_\_\_\_  
CHRISTINE NEWCOMB, Municipal Clerk

**Mid Atlantic**

For Everything Under Construction

☒ **VINELAND**  
 551 N. HARDING HWY  
 VINELAND, NJ 08390  
 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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Borough of Clayton
125 N Delsea Drive
Clayton NJ

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

Date 8/2/2021	Account Number	County Gloucester	Contact Person	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	CX37C	TBD	TBD	\$70,016.00
		Sourcewell Contract #032119		25% DISCOUNT		(\$17,504.00)
		Dealer Installed		Thumb Coupler & Buckets		\$5,050.00
		Dealer Installed		Epiroc SBU220 Hammer		\$8,718.00

## &lt;SPECIAL INSTRUCTIONS&gt;

## NEW CASE CX37C

Includes, 4 Way Angle Blade, Counter Weight, LED Light Pkg, Ride Control, 2way Prop Hydraulics,  
 Hyd Thumb, Coupler, 24" & 12" Buckets  
 Epiroc SBU220 Hammer, mounting bracket, point

**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.

YEAR	MAKE	MODEL	SERIAL NUMBER	TRADE AMOUNT	1. SALE PRICE	
					2. FREIGHT	\$0.00
				\$0.00	3. SUBTOTAL	\$66,280.00
					4. LESS TRADE	\$0.00
					5. RENTS PAID	
					6. ADJUSTED PRICE	\$66,280.00
					7. SALES TAX	\$0.00
					8. FED EXCISE TAX	
					9. DOC. FEES	\$0.00
					9. TOTAL COST	\$66,280.00
					10. CASH DOWN PAYMENT	
					11. BALANCE DUE (PURCHASE)	\$66,280.00
					12. OUTSTANDING BAL. OF TRADE	\$0.00
					13. TOTAL UNPAID BALANCE	\$66,280.00

☐ **CASE PRO CARE:**
**WARRANTIES:**
☒ **NEW (mfgr)**
☐ **OTHER:** Terms & Conditions

☐ **USED-AS IS: No warranty expressed or implied**

"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: \_\_\_\_\_

X: \_\_\_\_\_

Groff Tractor NJ Signature

Title

Date

Purchaser Signature

Title

Date