

RESOLUTION 177-21

RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) CASE BACKHOE LOADER 580 N T4F 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 Backhoe Loader 580 N T4F, 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 Backhoe Loader 580 N T4F through the Sourcewell (previously NJPA) Cooperative Purchasing Program, Contract #032119-CNH-1 in the total amount of \$97,402.00.
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 08360
 856-897-1414
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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Clayton Borough
125 N. Delsea Drive
Clayton NJ

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

Date May 26 2021	Account Number Sourcewell	County Gloucester	Contact Person Greg Sawyer	Phone	Customer P.O. #
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QTY	N-NEW U-USED R-RENTAL	MANUFACTURER	MODEL	SERIAL NUMBER	STOCK NO.	PRICE
One	New	Case	580 N T4F	TBD	TBD	\$150,119.00
			Discount 37%	Sourcewell Contact # 32119-CNH	(\$55,544.00)	\$94,575.00
				Prep and delivery		\$2,827.00

<SPECIAL INSTRUCTIONS>

2021 Case 580N T4 Final 4WD Backhoe Loader with all standard equipment plus, Extendahoe, 24" bucket, 82" bucket, Cab with heater - AC - Bluetooth radio - premium air seat, Flip-over Pads
 Cold Start, Ride control, Comfort Steer, 3rd Spool Valve

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
					3. SUBTOTAL	\$97,402.00
					4. LESS TRADE	\$0.00
					5. RENTS PAID	
OUTSTANDING LOAN WITH		ACCOUNT NUMBER		TOTAL TRADE (LINE 4)	6. ADJUSTED PRICE	\$97,402.00
				OUTSTANDING BAL. OWED (LINE 12)	7. SALES TAX 0.000%	\$0.00
					8. FED EXCISE TAX	
					9. DOC. FEES	\$0.00
					9. TOTAL COST	\$97,402.00
					10. CASH DOWN PAYMENT	
					11. BALANCE DUE (PURCHASE)	\$97,402.00
					12. OUTSTANDING BAL. OF TRADE	\$0.00
					13. TOTAL UNPAID BALANCE	\$97,402.00

☐ **CASE PRO CARE:** _____
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.

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.

NOTICE TO BUYER

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 GT Mid Atlantic, LLC

Purchased by: _____

Company Name

BY: _____

X: _____

Groff Tractor NJ Signature

Title

Date

Purchaser Signature

Title

Date

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

ORIGINAL**GT Mid Atlantic, LLC**