

RESOLUTION NO. 23-21

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION TO PROCURE CASE 590SN BACKHOE LOADERS
FOR DISTRIBUTION DEPARTMENT UNDER BERGEN COUNTY CO-
OP BUYING GROUP #CK-04, GROUNDS DIVISION 20-09**

DATE OF ADOPTION: JANUARY 25, 2023

Introduced by Commissioner: **CARMEN DEPADUA**

Seconded by Commissioner: **JOSEPH KOLODZIEJ**

WHEREAS, the Commission needs to procure two (2) CASE 590SN Backhoe Loaders to replace three excavators that are at end of its useful life; and

WHEREAS, Bergen County Co-op Buying Group (the "Cooperative Pricing Agreement") is for the procurement of said excavators and accessories needed to complete essential work in the Distribution System; and

WHEREAS, in accordance with N.J.S.A. 40A:11-12, PVWC may purchase goods or services under contracts entered into on behalf of the State by the Division of Purchase and Property in the Department of the Treasury; and

WHEREAS, PVWC has elected to procure the above-referenced excavators and accessories from GT Mid Atlantic of Vineland, New Jersey (the "Awardee") under the Cooperative Pricing Agreement, in the amount of \$337,746.00, a copy of the quotation for one (1) unit is attached hereto as **Exhibit A**; and

WHEREAS, N.J.S.A. 40A:11-12 of the Local Public Contracts Law provides for the awarding of said contract to the Awardee; and

WHEREAS, PVWC's Chief Financial Officer has certified, with respect hereto, that funds are currently available for said purpose and a copy of the said certification is attached hereto and made a part hereof as **Exhibit B**.

NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey;

1. That the Cooperative Pricing Agreement for procurement of the above-referenced excavators and accessories is hereby awarded to the Awardee as set forth hereinabove; and
2. That the appropriate officers and employees of PVWC are hereby authorized and directed to perform such acts and execute such documents as are consistent herewith, with respect to the Cooperative Pricing Agreement as set forth hereinabove.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
FRIEND, G.	<u>X</u>	___	___	___
DEPADUA, C.	<u>X</u>	___	___	___
LEVINE, J.	<u>X</u>	___	___	___
COTTON, R.	<u>X</u>	___	___	___
KOLODZIEJ, J.	<u>X</u>	___	___	___
VAN RENSALIER, R.	<u>X</u>	___	___	___
SANCHEZ, R.	___	___	___	<u>X</u>

Adopted at a meeting of Passaic Valley Water Commission.



President
GERALD FRIEND




Secretary
RUBY N. COTTON

This Resolution, when adopted, must remain in the custody of the Administrative Secretary.

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on January 25, 2023.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A



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

S
O
L
D

T
O

Passaic Valley Water Comm.
1525 Main Ave
Clinton, NJ 07011

TERMS: <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	Matt Chin

Date	Account Number	County	Contact Person	Phone	Customer P.O. #
1/10/2023		Passaic	Mike Marotta	973-768-4656	

QTY	N- NEW U- USED R- RENTAL	MANUFACTURER	MODEL	SERIAL NUMBER	STOCK NO.	PRICE
1	New	Case	590SN	TBD	TBD	\$215,728.00
		BERGEN CO CO-OP	33%	BC BID-22-09		(\$71,190.00)
		Not included in BID 22-09		18" Jaw Bucket		\$9,845.00
				93" 4 x 1 Loader Bucket		\$7,590.00
				3YR/ 3000HR WARRANTY		\$3,400.00
				PREP & PREDELIVERY		\$3,500.00

<SPECIAL INSTRUCTIONS>	
NEW CASE 590SN BACKHOE LOADER T4F	
1 WAY 2 WAY AUX & EHOE PKG, PILOT CONTROL, 24" BUCKET, FLIP OVER STABILIZER PADS,	
RIDE CONTROL, COMFORT STEER, 3SPL PKG, HYD CPLR, 2 DOOR CAB, PREMIUM AIR SUSP HEATED SEAT	
18" JAW BUCKET, 93" 4 X 1 LOADER BUCKET, 3YR/3000HR WARRANTY	
OPTIONAL 48" PALLET FORKS: \$5,750 (not incl in price)	

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	\$168,873.00
						2. FREIGHT	\$0.00
YEAR	MAKE	MODEL	SERIAL NUMBER		TRADE AMOUNT	3. SUBTOTAL	\$168,873.00
					\$0.00	4. LESS TRADE	\$0.00
						5. RENTS PAID	
OUTSTANDING LOAN WITH		ACCOUNT NUMBER			TOTAL TRADE (LINE 4)	6. ADJUSTED PRICE	\$168,873.00
					OUTSTANDING BAL. OWED (LINE 12)	\$0.00	7. SALES TAX 0.000%

<input type="checkbox"/> CASE PRO CARE: _____	9. DOC. FEES	\$0.00	
WARRANTIES:	9. TOTAL COST	\$168,873.00	
<input checked="" type="checkbox"/> NEW (mfg) _____	10. CASH DOWN PAYMENT		
<input type="checkbox"/> USED-AS IS: No warranty expressed or implied	11. BALANCE DUE (PURCHASE)	\$168,873.00	
<input type="checkbox"/> OTHER: Terms & Conditions	12. OUTSTANDING BAL. OF TRADE	\$0.00	
*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.		13. TOTAL UNPAID BALANCE	\$168,873.00

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

BY: _____
Groff Tractor Mid Atlantic, Signature Title Date

Purchased by: _____
Company Name

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

EXHIBIT B

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

It is hereby certified that subject to Commission approval of future Budgets, with respect to multi-budget year contracts, there are or will be sufficient available funds for expenditures to be incurred as result of any contract or commitment to be entered into by Passaic Valley Water Commission as follows:

Description of Project or Contract: **Bergan County Co-op Buying Group
Group #CK-04, Grounds Division 20-09
GT Mid Atlantic of Vineland, NJ**

Amount of Project or Contract: \$337,746.00

1. Acct: #- 001-0901-419-95-04 - CAPITAL/VEHICLES

Specific Appropriation to which expenditures will be charged: Capital Budget 2023

Other comments: Single Purchase: Distribution Department
Two (2) CASE 590SN Backhoe Loaders

Date of Certification: January 21, 2023 - Certified: \$337,746.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb