

RESOLUTION NO. 2021 – 68

RESOLUTION OF THE TOWNSHIP OF LITTLE EGG HARBOR, COUNTY OF OCEAN, STATE OF NEW JERSEY, AWARDING A CONTRACT FOR LEASE OF TWO (2) 2021 FORD ESCAPE SE PLUG-IN HYBRID VEHICLES TO D&M LEASING UNDER THE NATIONAL COOPERATIVE SOURCEWELL CONTRACT #060618-CVL

WHEREAS, the Township of Little Egg Harbor is in need of two (2) 2021 Ford Escape SE Plug-In Hybrid Vehicles for Township of Little Egg Harbor; and

WHEREAS, Commercial Vehicle Leasing, LLC d/b/a D&M Leasing has a National Cooperative Sourcewell contract #060618-CVL for the lease of such vehicles to local governments; and

WHEREAS, it is the desire of the governing body to lease two (2) 2021 Ford Escape SE Plug-In Hybrid Vehicles for 36 month term at \$808.31 a month in accordance with the attached Schedule A from D&M Leasing through the National Cooperative Sourcewell contract #060618-CVL .

NOW, THEREFORE, BE IT RESOLVED, by the governing body of the Township of Little Egg Harbor, County of Ocean, State of New Jersey as follows:

1. That the governing body does hereby award a Contract for the lease of two (2) 2021 Ford Escape SE Plug-In Hybrid Vehicles for 36 month terms at \$808.31 a month in accordance with the attached Schedule A from D&M Leasing through the National Cooperative Sourcewell contract #060618-CVL .

2. That the Mayor and Municipal Clerk are hereby authorized to execute an agreement with D&M Leasing through the National Cooperative Sourcewell Contract #060618-CVL in accordance with the provisions of this resolution.

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Rothstein, Mandell, Strohm,
Halm & Cipriani, P.A.
ATTORNEYS AT LAW

150 Airport Road
Suite 600
Lakewood, NJ 08701

o: 732.363.0777
f: 732.905.6555

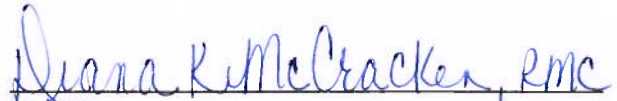
3. That a Certificate of Availability of Funds executed by the Chief Financial Officer is annexed hereto. The following are the line item appropriations or ordinances which constitute the availability of funds for this contract: _____

01-25-745-051

4. That a certified copy of this resolution, together with a copy of the contract between the parties, be forwarded to the Chief Financial Officer and Commercial Vehicle Leasing LLC d/b/a D&M Leasing.

CERTIFICATION

I, **DIANA K. MCCRACKEN, RMC**, Municipal Clerk of the Township of Little Egg Harbor do hereby certify that the foregoing resolution was duly adopted by the Township of Little Egg Harbor Township Committee at a meeting held on the 11th day of February, 2021.



DIANA K. MCCRACKEN, Township Clerk
Little Egg Harbor Township

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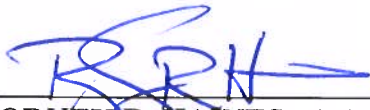
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CERTIFICATE OF AVAILABILITY OF FUNDS

I, **RODNEY R. HAINES**, Chief Financial Officer for the Township of Little Egg Harbor, do hereby certify that adequate funds are available for a lease of two (2) 2021 Ford Escape SE Plug-In Hybrid Vehicles for 36 month terms at \$808.31 a month in accordance with the attached Schedule A, from D&M Leasing through the National Cooperative Sourcewell contract #060618-CVL .

The funds which are available for this contract are found in the following line item appropriations or ordinances: _____

01-25-745-051



RODNEY R. HAINES, Chief Financial Officer
Township of Little Egg Harbor

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Rothstein, Mandell, Strohm,
Halm & Cipriani, P.A.
ATTORNEYS AT LAW

150 Airport Road
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Lakewood, NJ 08701

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AGREEMENT

THIS AGREEMENT made this 11th day of February, 2021, by and between the **TOWNSHIP OF LITTLE EGG HARBOR**, a municipal corporation of the State of New Jersey, with its principal offices located at 665 Radio Road, Little Egg Harbor, New Jersey 08087, hereinafter referred to as “Township,” and **COMMERCIAL VEHICLE LEASING, LLC d/b/a D&M LEASING**, having its principal offices located at 2730 N. Hwy 360, Grand Prairie, TX 75050, hereinafter referred to as “Contractor.”

W I T N E S S E T H:

That and for and in consideration of the sum of **EIGHT HUNDRED EIGHT AND 31/100 (\$808.31) DOLLARS a month for each vehicle for thirty six (36) months, and in accordance with the Lease Quote**, attached herein, Contractor agrees to furnish to the Township two (2) 2021 Ford Escape SE Plug In Hybrid FWD for lease to the Township of Little Egg Harbor, in accordance with the contract documents hereinafter set forth.

That for and in consideration of the amount payable under this agreement by the Township, the Contractor agrees, at its own proper cost and expense, and with due skill and diligence, that it will supply two (2) 2021 Ford Escape SE Plug In Hybrid FWD for lease by the Township of Little Egg Harbor, in accordance with the contract documents and in compliance with this agreement.

The Contractor agrees to receive as full compensation the amount stated herein, total capitalized cost at \$26,204.19 each, for the furnishing of two (2) 2021 Ford Escape SE Plug In Hybrid FWD for lease by the Township of Little Egg Harbor. The Contractor shall be responsible for all loss or damage arising out of the furnishing of the two (2) 2021 Ford Escape SE Plug In Hybrid FWD for the Township of Little Egg Harbor or from any action of

the elements; or from any unforeseen obstruction or difficulties which may be encountered of every description connected with the furnishing of the two (2) 2021 Ford Escape SE Plug In Hybrid FWD for the Township of Little Egg Harbor until the same have been accepted by the Township.

To prevent all disputes and litigation, it is agreed by and between the parties to this agreement that the Township shall in all cases determine the quantity and/or quality of goods and/or services delivered, rendered and paid for under this agreement.

The Contractor represents to the Township that it has an existing and valid Contract with Sourcewell National Cooperative, Contract No. 060618 for the lease of the two (2) 2021 Ford Escape SE Plug In Hybrid FWD for the Township of Little Egg Harbor.

The parties to this agreement agree to incorporate into this agreement the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, and the Contractor or subcontractor agrees to comply fully with the terms, provisions and obligations of said subsection 3.4(a).

The parties to this agreement further agree to incorporate into this agreement the mandatory language of section 3.6 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, and the Contractor or subcontractor agrees to comply fully with the terms, provisions and obligations of said section 3.6.

The Contractor shall execute the Affirmative Action Agreement, Exhibit A attached hereto, which shall be incorporated herein by reference.

The Contractor shall submit a copy of the Certificate of Employee Information Report, or a copy of letter of Federal approval, or Form AA-302 (Initial Employee Information Report) prior to the execution of this agreement.

The Contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the Contractor.

Before final payment on the contract is made by the Township, the Contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the Contractor and each of its affiliates, and a subcontractor and each of its affiliates, [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to Section 1 of P.L. 2001, c. 134 (C.52:32-44 *et al.*) or Subsection e. or f. of Section 92 P.L. 1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

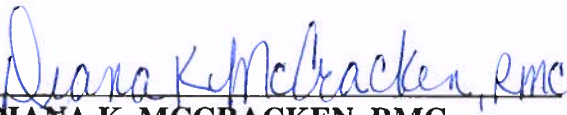
This agreement, together with the contract documents, form the contract and they are as fully a part of this agreement as if hereto attached or herein repeated.

The Township and the Contractor for themselves, their heirs, executors, administrators, successors or assigns, hereby agree to the full performance of the covenants herein contained.

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

WITNESS & ATTEST:

TOWNSHIP OF LITTLE EGG
HARBOR


DIANA K. MCCRACKEN, RMC
Township Clerk
(Seal)

By 
JOHN KEHM, Mayor

COMMERCIAL VEHICLE LEASING,
LLC d/b/a/ D&M Leasing

(Seal) Secretary By _____ President