

RESOLUTION NO. 2023- 296

A RESOLUTION AUTHORIZING THE PURCHASE OF A PLAYGROUND FOR GIAMPIETRO PARK FROM MRC, INC., SPRING LAKE, NJ, IN AN AMOUNT NOT TO EXCEED \$101,506.56, PURSUANT TO A REGIONAL COOPERATIVE PRICING AGREEMENT WITH MIDDLESEX REGIONAL EDUCATIONAL SERVICES COMMISSION (MRESC) COOPERATIVE PRICING SYSTEM.

WHEREAS, the City of Vineland is in need of a playground for Giampietro Park; and

WHEREAS, the City of Vineland is a member of a Regional Cooperative Pricing Agreement known as the Middlesex Regional Educational Services Commission (MRESC) Cooperative Pricing System, #65MCESCCPS; and

WHEREAS, Middlesex Regional Educational Services Commission (MRESC) Cooperative Pricing System has acted as lead agency and awarded Contract #ESCNJ 20/21-06, for the purchase of a playground for Giampietro Park; and

WHEREAS, N.J.S.A. 52:34-6.2 permits the City of Vineland to purchase a playground using the offered Regional Cooperative Pricing Agreement without public bidding, subject to the submittal and acceptance of certain documentation by MRC, Inc.; and

WHEREAS, the City of Vineland intends under MRESC, under the Category: Playground Equipment, Site Furnishings, Outdoor Circuit Training Equipment and Related Products, Contract ESCNJ 20/21-06, to purchase a playground for Giampietro Park from MRC, Inc., Spring Lake, NJ, in an amount not to exceed \$101,506.56, as listed in the Quotation, made through MRESC;

WHEREAS, the Department Supervisor and the Qualified Purchasing Agent, with the concurrence of the Business Administrator, recommend the use of the Regional Cooperative Pricing through MRESC for this procurement; and

WHEREAS, the City of Vineland Purchasing Agent has determined that the use of the offered Regional Cooperative Pricing Agreement will result in cost savings after all factors, including charges for service, material and delivery have been considered and has verified that such playground equipment is not available through State Contract awarded by the Division of Purchase and Property in the New Jersey Department of the Treasury, pursuant to N.J.S.A. 40A:11-12; and

WHEREAS, the availability of funds for said purchase to be awarded herein has been certified by the Chief Financial Officer; and

WHEREAS, the City of Vineland has certified that this meets the statute and regulations governing the award of said contracts;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF VINELAND, that the Purchasing Agent is authorized to prepare purchase orders to procure a playground for Giampietro Park, in an amount not to exceed \$101,506.56.

BE IT FURTHER RESOLVED that the purchase order(s) shall contain a requirement that “the vendor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.”

Adopted:

President of Council

ATTEST:

City Clerk

**REQUEST FOR RESOLUTION
FOR COOPERATIVE CONTRACT AWARDS
UNDER 40A:11-12, N.J.A.C. 5:34-7.29 & LFN 2012-10
(REQUIRED FOR PURCHASES OVER \$17,500.00)**

6/24/24
(DATE)



1. Goods or Services (detailed description): Playground set for Giampietro Park

2. Amount to be Awarded: \$101,506.56

- Encumber Total Award
 Encumber by Supplemental Release

3. Budgeted: By Ordinance No. _____
Or Grant: Title & Year _____

4. **Account Number to be Charged: 4-01-99-800-2024-10001

5. Contract Period (if applicable): _____

6. Date to be Awarded: 7/29/24

7. Recommended Vendor and Address: MRC, Inc.
PO BOX 16 Spring Lake, NJ 07762

8. Justification for Vendor Recommendation: (attach add'l information for Council review)
The current playground at Giampietro Park is over twenty years old. The metal flooring of the unit is warped and the paint is peeling.

Type of Contract: State National Regional County

Vendor's Cooperative Contract # ESCNJ 20/21-06

9. Evaluation Performed by: Brett D. Scarpa

10. Approved by: *[Signature]* 6-24-24
Date

11. Attachments:
 Awarding Proposal
 Other: _____

- Send Original to: Purchasing Department
- Send copies to: Business Administration

[Handwritten initials]
FOR RD
6-24-24

**If more than one account #, provide break down



MRC
 PO Box 106
 Spring Lake, NJ 07762
 Ph: 732-458-1111
 Email: MRC@GAMETIME.COM
 Web: www.mrcrec.com

05/16/2024
 Quote #
 114433-01-01

NJ Vineland City of Giampetro Park - Option 1

Vineland City of
 Attn: Brett Scarpa
 1045 E Butler Ave
 Vineland, NJ 08361
 Phone: 856-794-4000 Ext. 4634
 bdscarpa@vinelandcity.org

Ship to Zip 08361

Quantity	Part #	Description	
1	RDU	GameTime - #PT22020 "Azwell" 5-12 Unit	
1	INSTALL	GameTime - Installation by a Certified GameTime Installer	
			Total \$101,506.56

Comments

ESCNJ Contract #ESCNJ 20/21-06

Shipping to Vineland, NJ.

No safety surfacing is included.

Sales tax is not included. Please supply a copy of your tax exempt certificate when placing your order.

MN/ja

CHOOSE YOUR COLOR SCHEME: IT IS VERY IMPORTANT THAT YOU CHOOSE A COLOR SCHEME FOR YOUR MODULAR PLAYGROUND UNIT AT TIME OF ORDER. PLEASE SELECT FROM ONE OF THE MANY "PLAY PALETTES" LISTED IN THE BACK OF THE GAMETIME CATALOG OR ON OUR WEBSITE: www.gametime.com. INDICATE YOUR SELECTION BELOW. **GAMETIME PLAY PALETTE:**

NOTE: COLOR SELECTION FOR ALL OTHER EQUIPMENT SHOULD BE ENTERED IN THE SPACE PROVIDED UNDER THAT SPECIFIC ITEM.



MRC
PO Box 106
Spring Lake, NJ 07762
Ph: 732-458-1111
Email: MRC@GAMETIME.COM
Web: www.mrcrec.com

05/16/2024
Quote #
114433-01-01

NJ Vineland City of Giampetro Park - Option 1

This quotation is subject to policies in the current MANUFACTURER'S CATALOG and the following terms and conditions.

Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to **MRC Inc.** Kindly issue one order for the equipment and a separate order for surfacing and/or equipment installation services. Customer is responsible for any required permits and fees pertaining to such permits.

PRICING / PAYMENT: Pricing f.o.b. factory, firm for 30 days from date of quotation unless otherwise stated above. Payment terms: Purchase order made payable to **MRC, Inc.** 75% due Net 30 days after ship and 25% Balance due upon completion of project for tax supported governmental agencies. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Retainage not accepted.

TAXES: State and local taxes, if applicable, will be added at time of invoicing unless a tax exempt certificate is provided at the time of order entry.

FREIGHT/SHIPMENT: Freight charges: Prepaid and added at time of invoicing. Shipment: order shall ship within 8-10 weeks after **MRC's** receipt and acceptance of your PURCHASE ORDER, signed quotation and color selections. Please note some products may require longer lead times. Consult with your Sales Representative for any extra lead time that may apply to your order.

RECEIPT OF GOODS: Customer is responsible for unloading and uncrating equipment from truck. Customer shall receive, unload and inspect goods upon arrival, noting any discrepancies on the Delivery Receipt prior to written acceptance of the shipment.

INSTALLATION: *Installation by a Gametime Certified Installer.*

- Installation assumes a flat, dirt surface with no grading preparation required.
- Gametime's installer is not responsible for any site preparation, and/or grading.
- Customer is responsible for calling **888-DIG-SAFE** a minimum of 72 hours before installation is to begin.
- Direct access is required for large construction vehicles.
- All work is to be done in one move.
- All excavated material is to remain on site.
- Customer is responsible for accepting delivery, storage of equipment and transporting equipment from storage to the site, if storage is other than installation site.
- Customer will be responsible for unloading the truck and disposal of packaging.
- The installation of the safety surfacing and/or border timbers is not included in the above price.
- Unforeseen subsurface obstructions may incur additional charges.

EXCLUSIONS: Unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; installation; installation tools/equipment; safety surfacing; borders and drainage provisions.

TO ORDER: Please complete the acceptance portion of this quotation and provide color selections, PURCHASE ORDER and other key information requested. Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

