

RESOLUTION NO. 2023-208

RESOLUTION OF THE TOWNSHIP OF LITTLE EGG HARBOR, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING AN AGREEMENT WITH BEN SHAFFER RECREATION THROUGH EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY (ESCNJ) COOPERATIVE UNDER BID NUMBERS ESCNJ 20/21-22 AND ESCNJ 20/21-02, CO-OP #65MCESCCPS

WHEREAS, the Township of Little Egg Harbor desires to procure and have installed a swing set for the Township Recreation Complex along with playground surfacing materials for both the Recreation Complex and Parkertown beach; and

WHEREAS, N.J.S.A. 52:34-6.2 authorizes the Township to make purchases and contract for services through the use of a nationally-recognized and accepted cooperative purchasing agreement that has been developed utilizing a competitive bidding process and the Township has determined that the use of the cooperative purchasing agreement shall result in cost savings after all factors, including charges for service, material, and delivery, have been considered; and

WHEREAS, the Township desires to award a Contract for a swing set and playground surfacing materials in accordance with the attached proposals from Ben Shaffer Recreation through ESCNJ Cooperative under Bid Numbers ESCNJ 20/21-22 and ESCNJ 20/21-02, Co-Op #65MCESCCPS.

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 the award of a Contract for a swing set and playground surfacing materials in accordance with the attached proposals from Ben Shaffer Recreation through ESCNJ Cooperative

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

98 East Water Street
Toms River, NJ 08753

o: 732.363.0777
f: 732.905.6555

under Bid Numbers ESCNJ 20/21-22 and ESCNJ 20/21-02, Co-Op #65MCESCCPS for an amount not to exceed \$35,704.51 in accordance with the attached proposals hereinafter Schedule A (Ben Shaffer Proposal for Swings, \$33,659.31 and Ben Shaffer Proposal for swing wood fiber surfacing, \$2,045.20).

2. That the Mayor is authorized to execute and the Township Clerk to attest to the Contract for a swing set and playground surfacing materials in accordance with the attached proposals from Ben Shaffer Recreation through ESCNJ Cooperative under Bid Numbers ESCNJ 20/21-22 and ESCNJ 20/21-02, Co-Op #65MCESCCPS.
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:

C-04-55-974-110

4. That a certified copy of this resolution shall be forwarded to the Chief Financial Officer, Ben Shaffer Recreation, ESCNJ Cooperative, and the Department of Community Affairs.

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CERTIFICATION

I, **KELLY LETTERA, 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 **13th** day of **July, 2023**.



KELLY LETTERA, RMC
Township Clerk
Little Egg Harbor Township

r|m|s|h|c

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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 Contract for a swing set and playground surfacing materials in accordance with the attached proposals from Ben Shaffer Recreation through ESCNJ Cooperative under Bid Numbers ESCNJ 20/21-22 and ESCNJ 20/21-02, Co-Op #65MCESCCPS in an amount not to exceed \$35,704.51.

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

C-04-55-974-110



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

r|m|s|h|c

Rothstein, Mandell, Strohm,
Halm & Cipriani, P.A.
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AGREEMENT

THIS AGREEMENT made this _____ day of _____, **2023**,
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 **BEN SHAFFER
RECREATION**, having an address of P.O. Box 844, Lake Hopatcong, NJ 07849, hereinafter
referred to as "Contractor."

W I T N E S S E T H:

That and for and in consideration of total sum of **THIRTY FIVE THOUSAND
SEVEN HUNDRED AND FOUR DOLLARS AND 51/100 (\$35,704.51)**, in accordance
with the two quotations (\$33,659.31 for swings; \$2,045.20 for swing wood fiber surfacing)
attached herein, Contractor agrees to furnish to the Township a BCI Burke Project Swing Set
and Swing Wood Fiber Surfacing described in the attached Schedule A 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 a BCI Burke Project Swing Set and Swing Wood Fiber Surfacing
to 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,
namely a total of **\$35,704.51**, in accordance with the two quotations (\$33,659.31 for swings;
\$2,045.20 for swing wood fiber surfacing) as delineated in Schedule A to the Township of Little
Egg Harbor. The Contractor shall be responsible for all loss or damage arising out of the

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furnishing of BCI Burke Project Swing Set and Swing Wood Fiber Surfacing to 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 BCI Burke Project Swing Set and Swing Wood Fiber Surfacing to the Township of Little Egg Harbor until the same have been accepted by the Township.

The contract is awarded to Contractor pursuant to ESCNJ Cooperative under Bid Numbers ESCNJ 20/21-22 and ESCNJ 20/21-02, Co-Op #65MCESCCPS in an amount not to exceed \$35,704.51.

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 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.

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The Contractor shall execute a Certification in accordance with P.L. 2022, c. 3.

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 c. 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.

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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**

KELLY LETTERA, RMC
Township Clerk
(Seal)

By _____
BLAISE SCIBETTA, Mayor

BEN SHAFFER RECREATION

Secretary
(Seal)

By _____
President

r|m|s|h|c

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EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional orientation or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable federal law and applicable federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

Company _____

Signature _____

Title _____

Date _____



BEN
SHAFFER
RECREATION

973-663-2021

www.benshaffer.com

RE: _____

Installations of equipment are subject to the following conditions and/or exclusions. Unless otherwise specifically included in the accompanying quote, Ben Shaffer Recreation and its contracted installers are not responsible for the following. If non-included services are needed, additional charges will apply and be billed at the contract cost:

- Unforeseen obstructions (such as in sub-surface) resulting in delayed installation or additional removal fees (rock, pipes, old building or site debris, hidden borders, oversized footings, excessive water or other items that may be discovered during the excavation and removal process)
- Accepting delivery and/or checking materials
- Storage/security of materials at jobsite
- Relocation or transport of materials to jobsite
- Site preparation (grading, drainage, etc.)
- Finish work to site area (borders, protective surfacing)
- Removal/ Disposal of existing equipment
- Disposal of shipping materials (cardboard, crating, etc.)
- Equipment not included as part of original project number
- Any permits or clearance by utility companies and/or local building departments if applicable

NOTE: You should contact your utility companies directly to clear the area for all utilities prior to ordering equipment. Any necessary changes in equipment or layout can then be done prior to start of construction. You must indicate that the mark-out is for survey only. We cannot be responsible for any damage to water, gas or other utilities as a result of owner's failure to clear underground plans.

If finish work is being done by installer (borders, protective surfacing), direct access for delivery trucks must be provided.

If site is to be graded or leveled, this must be coordinated and approved by installer to ensure adequate anchorage for structure.

If there are no on-site provisions for disposition of excavated footing materials (i.e. soil, blacktop, rocks, etc.) additional disposal charges will apply.

Ben Shaffer Recreation and its sub-contractors are in no way responsible for any issues associated with product design, manufacturing defect, lack of resilient surfacing or maintenance thereof.

I have read, understood, and agree to the above conditions.

Signed: _____

Print Name: _____ Date: _____

Please sign/save and email to sales@benshaffer.com; or print and fax to 973-663-4615.



Ben Shaffer Recreation
P.O. Box 844
Lake Hopatcong NJ 07849 US

Proposal

TERMS

Net 30

REP

Greg Powell

DATE

6/28/2023

Proposal #

2398

BILL TO

Little Egg Harbor Township
665 Radio Rd
Little Egg Harbor Township NJ
08087

SHIP TO

"As requested, we are pleased to quote the following
using Bid #: ESCNJ 20/21-02; Co-op #65MCESCCPS:"

VENDOR	ITEM# / DESCRIPTION	QTY	RATE	AMOUNT
Brad Cosh Landscape & Supply LLC	DGLD0-100-M-ESCNIJSB CEWF - Curb delivery 100 cy to Hunterdon, Mercer, Middlesex, Monmouth, Ocean, Somerset & Union	80.00	\$21.19	\$1,695.20
BSR	GEO Geotextile Fabric by square foot Please make sure there is ample clearance for a tractor trailer to make the delivery at the designated drop site including clearing power lines. Minimum width is 10'. Minimum height clearance is 14'. If there is insufficient space for a tractor trailer, smaller loads will need to be quoted with additional freight charges.	700.00	\$0.50	\$350.00

Little Egg Harbor - Swing Wood Fiber Surfacing**\$2,045.20**

The above items are priced in accordance with Bid #: ESCNJ 20/21-02; Co-op #65MCESCCPS. Freight quotes are honored for 30 days & may need to be updated before order placement.

Approximate delivery time is 8-10 weeks after receipt of order. When placing your order, kindly advise whom the trucker should notify to schedule delivery. The trucker will make one contact and that person must inform any other parties to coordinate delivery.

Please make your Purchase Order payable to "Ben Shaffer Recreation Inc."

Standard colors and finish are quoted unless noted. Final count is the responsibility of the contractor/purchaser. Note that assembly/installation is NOT provided. Sales Tax will be added if applicable.

Greg Powell

856.425.2370

greg@benshaffer.com

SBE Certified Recreation Consultant



Ben Shaffer Recreation
P.O. Box 844
Lake Hopatcong NJ 07849 US

Proposal

TERMS

Net 30

REP

Greg Powell

DATE

6/28/2023

Proposal #

2396

BILL TO

Little Egg Harbor Township
665 Radio Rd
Little Egg Harbor Township NJ
08087

SHIP TO

As requested, we are pleased to quote the following using Bid #: ESCNJ 20/21-22; Co-op #65MCESCCPS:

VENDOR	ITEM# / DESCRIPTION	QTY	RATE	AMOUNT
BSR	PROJECT BCI Burke Project Swings	1.00	\$7,426.00	\$7,426.00
BSR	DISCOUNT	1.00	(\$371.30)	(\$371.30)
BSR	INSTALL Standard installation of above items to manufacturer's specification	1.00	\$5,996.50	\$5,996.50
BSR	SITEPREP Site preparation. Cost per man-hour. Remove and replace rubber curbs install new. Excavate 1536 SF of soil 12" deep.	74.00	\$125.00	\$9,250.00
BSR	SITEPREP Site preparation. Cost per man-hour. Soil disposal allowance 62CY	53.00	\$125.00	\$6,625.00
BSR	MHL Man-Hour Labor (not covered as part of standard installation costs) Install 80cy wood fiber	25.00	\$125.00	\$3,125.00
BSR	RECEIVE Receive/Unload/Transport Delivery. Cost per man- hour.	7.00	\$125.00	\$875.00
BSR	FREIGHT	1.00	\$733.11	\$733.11

Little Egg Harbor - Swings

\$33,659.31

The above items are priced in accordance with Bid #: ESCNJ 20/21-22; Co-op #65MCESCCPS. Freight quotes are honored for 30 days & may need to be updated before order placement.

Approximate delivery time is 4-6 weeks after receipt of order. When placing your order, kindly advise whom the trucker should notify to schedule delivery. The trucker will make one contact and that person must inform any other parties to coordinate delivery.



Ben Shaffer Recreation
P.O. Box 844
Lake Hopatcong NJ 07849 US

Proposal

TERMS	REP	DATE	Proposal #
Net 30	Greg Powell	6/28/2023	2396

Please make your Purchase Order payable to "Ben Shaffer Recreation Inc." Prices do not include installation unless otherwise specified above.

Playground Equipment must be installed over a resilient surface. Standard colors and finish are quoted unless noted. Final count is the responsibility of the contractor/purchaser. Note that assembly/installation is NOT provided. Sales Tax will be added if applicable

Greg Powell

856.425.2370

greg@benshaffer.com
SBE Certified Recreation Consultant