

RESOLUTION NO. 2017- 450

A RESOLUTION AUTHORIZING A CONTRACT AWARD TO A STATE CONTRACT VENDOR, RUBBERECYCLE, LAKEWOOD, NJ, FOR THE PURCHASE AND INSTALLATION OF RUBBERBOND SURFACE FOR CHALLENGER FIELD, FOR THE AMOUNT OF \$112,432.00.

WHEREAS, the City of Vineland pursuant to N.J.S.A. 40A:11-12 and N.J.A.C. 5:34-7.29(c), may by resolution and without advertising for bids, purchase any goods or services under the State of New Jersey Cooperative Purchasing Program for any State contracts entered into on behalf of the State by the Division of Purchase and Property in the Department of the Treasury; and

WHEREAS, the City of Vineland intends to enter into a contract with a State Contract Vendor for the purchase and installation of Rubberbond Surface for Challenger Field, through this resolution and properly executed contracts, which shall be subject to all the conditions applicable to the current State contracts;

WHEREAS, it has been recommended that a contract be awarded to RubbeRecycle, Lakewood, NJ (16 FLEET 00131) based upon the proposal received, in an amount not to exceed \$112,432.00; and

WHEREAS, the availability of funds for said contract to be awarded herein have 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, as follows:

1. THAT this contract for the purchase and installation of Rubberbond Surface for Challenger Field is awarded pursuant to N.J.S.A. 40A:11-12a and N.J.A.C. 5:34-7.29(c), under the State of New Jersey Cooperative Purchasing Program.
2. THAT the Purchasing Agent be and the same is hereby authorized to issue a contract to RubbeRecycle, Lakewood, NJ based upon the proposal received, for the purchase and installation of Rubberbond Surface for Challenger Field, in an amount not to exceed \$112,432.00.

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)**

Oct. 10, 2017

(DATE)

1. Goods or Services (detailed description): Purchase and Installation of Rubberbond
Surface for Challenger Field

2. Amount to be Awarded: \$ _____

- Encumber Total Award
 Encumber by Supplemental Release

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

4. **Account Number to be Charged: _____

5. Contract Period (if applicable): _____

6. Date to be Awarded: October 24, 2017

7. Recommended Vendor and Address: RubbeRecycle, 1985 Rutgers University
Boulevard, Lakewood, NJ 08701

8. Justification for Vendor Recommendation:(attach add'l information for Council review)
Attached State Contract quote.

Type of Contract: State National Regional County

Vendor's Cooperative Contract # #16 FLEET 00131

9. Evaluation Performed by: _____

10. Approved by: _____

11. Attachments:

- Awarding Proposal
 Other: Purchasing Agent recommendation

- Send copies to:
Purchasing Department
Business Administration

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



AWARD STATE CONTRACT RESOLUTION REQUEST

From: Miguel A. Mercado, Purchasing Agent

To: Business Administration

Date of Request: October 10, 2017

City Council Meeting Date: October 24, 2017

Title: Purchase and Installation of RubberBond Surface for Challenger Field

Competitive Process: State Contract T-0103 Park & Playground Equipment

Bid Opening Date: May 31, 2017

Resolution Request:

This is a request to award the purchase and installation of RubberBond Surface at a cost of \$112,432.00 for the Challenger Field from State Contract as authorized by N.J.S.A. 40A:11-12 and N.J.A.C. 5:34-7.29(c).

State Contract: #16 FLEET 00131

The vendor is: RubbeRecycle
1985 Rutgers University Boulevard
Lakewood, NJ 08701

Attached is State Contract quotation from the vendor.

If you have any questions or need additional information, please contact me.



RubbeRecycle

Recycled Rubber Products

Date: 10/5/17



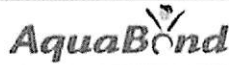



All quotes are valid for 60 days

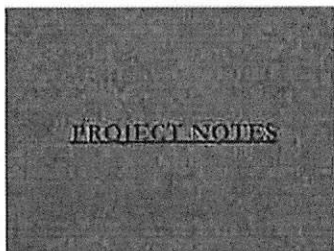
Project Information

Buyer: City of Vineland
 Address: 640 East Wood Street
 City, State, Zip: Vineland, NJ 08360
 Contact Name: Dale Elbeuf
 Contact Number: 896-764-4000
 Contact Cell Number: _____
 Contact Fax: _____
 Contact Email: _____

Site Information

Project Site: CHALLENGER FIELD
 Address: _____
 City, State, Zip: _____
 Contact Name: _____
 Contact Phone: _____
 GPS Address: _____

PROJECT SPECIFICATIONS	COLOR OPTIONS	QUANTITY/ SQ. FT.	COST INCLUDING DELIVERY	INSTALLATION COST
	Black 50/50 Color Available Colors: <input type="checkbox"/> Blue <input type="checkbox"/> Green <input type="checkbox"/> Brown <input type="checkbox"/> Terra Cotta <input type="checkbox"/> Beige <input type="checkbox"/> Black			
	Available Colors: <input type="checkbox"/> Blue <input type="checkbox"/> Light Blue <input type="checkbox"/> Brown <input type="checkbox"/> Terra Cotta <input type="checkbox"/> Beige <input type="checkbox"/> Green	9,312 SQ FT	\$109,282.00**	INCLUDED
	Call to discuss color options			
	<input type="checkbox"/> 4" <input checked="" type="checkbox"/> 6" <input type="checkbox"/> 8" Available in Brown only	42	\$1,890.00	\$1,260.00
	Available in Black only			
	Available in Black only			



New Jersey State Contract #16 FLEET 00131

**INCLUDES PREVAILING WAGE



RubberRecycle

Recycled Rubber Products

Total Price: \$112,432.00

Quotation Prepared By: Mike Nowak/hd Email: mnowak@mrcrec.com

Please note that labor quotes do not include state and/or local prevailing wages unless otherwise noted. Please add \$1 per sq. ft. for prevailing wages unless noted. Sales tax will be added unless tax exemption is provided. It is customer's responsibility to provide tax exemption certificate.

Payment Method:

Purchase orders are only accepted from public schools and municipalities. All non-government, religious and private entities will require a 50% deposit; the remaining balance plus extras to be paid on the day of completion with a certified check or credit card.

Signature: _____ Date: _____

Disclaimers:

Customer is responsible for keeping area closed, safe and secure during the 48 hour curing process for each phase or irrevocable damage will occur. Rubberrecycle will not be held liable when the damage will occur, the customer will have to pay to have the damage repaired.

Please Initial: _____

Rubberbond: There may be slight color variations during the curing process but should blend in a short period of time depending on weather conditions. Note: "Day Seams" may be required and visible based on size of the project and/or unforeseen weather conditions causing the process to be suspended. Any damage incurred during curing will be repaired at the customer's expense. Variations in texture may be visible due to temperature fluctuations. Note: All surfaces will darken initially. Swing areas and non-stationary equipment areas are subject to excess wear and are not covered under warranty. Wear mats are encouraged. The Wear Course is subject to rubber granulating. Periodic leaf blowing is recommended to maintain a clean and safe surface.

Aquabond Disclaimers: Color may go through a burnout or yellowing effect for a few weeks and then return to normal.

Please Initial: _____

Rubber Mulch Disclaimers: Rubber mulch should not be stored or placed directly on or near asphalt. The petroleum distillates used in asphalts may adversely affect the pigmentation of the rubber mulch and cause a harmless "bleeding affect" on the color. Installation is not included unless otherwise noted, after installation rubber mulch will settle/compact approximately 25%.

Please Initial: _____

TERMS AND CONDITIONS: Paved Rubber safety surfaces: The Rubberrecycle™ Quote is based on the information provided and is subject to change based on review of complete plans, site location, including final installation unless indicated above. Sub-base materials and work provided by others and must meet Rubberbond specifications and appropriate grade elevations; and is the responsibility of the owner. Rubberrecycle's Standard insurance does not include "additional insured", subcontractor, or primary / noncontributing wording. In the event that a change in color, color percentage, thickness, or square footage is required, a revised proposal and/or purchase order will be submitted prior to installation.

GENERAL LABOR: All work and materials will be as specified. All labor will be performed in a workmanlike fashion. Any unforeseen/unknown sub surface utilities/substructures damaged during the work are not the company responsibility; and may incur additional costs, charges or fees. Owner will be responsible for maintenance and surfacing upkeep in strict accordance with the manufacturer's specifications. All changes to this contract shall be made in writing, and not valid until signed by the company. Changes may be subject to additional fees. All schedules and agreements are subject to labor strikes, unusual weather, transportation availability, and delays, manufacturing and supply and other delays beyond our control. Owner of project to carry fire, property, casualty, and other applicable insurance. Company workers are covered under statutory workman's compensation insurance.

APPLICABLE LAW: The validity, construction and interpretation of these terms and conditions shall be governed by and construed in accordance with the laws of the State of New Jersey, excluding that body of law applicable to choice of law. This agreement has been entered into in New Jersey and Buyer agrees that it is subject to the in personam jurisdiction of the State and Federal Courts of New Jersey. Venue is designated in Ocean County, New Jersey or the Federal District court in Essex County, New Jersey. Parties agree to waive trial by jury on all matters. Buyer hereby waives any and all rights to seek a change of venue based upon forum non conveniens or any other procedural theory. If any of these terms and conditions are declared either void, or unenforceable, such provision shall be severed from these terms and conditions and the remaining terms and conditions shall otherwise remain in full force and effect.

CONSEQUENTIAL DAMAGES WAIVER: Buyer agrees to indemnify, defend and hold Rubberrecycle™ harmless of and free from any liability which may be asserted against Rubberrecycle™ either for its sole negligence, by virtue of any suit or claim of any kind, arising out of, connected with, or resulting from the purchase, sale, use, installation or consumption of the goods by Buyer, or any subsequent user of the goods. Buyer shall reimburse Rubberrecycle™ within ten (10) days after any judgments rendered against Rubberrecycle™ as a result of the foregoing and shall pay all costs and expenses incurred by Rubberrecycle™ in defending any action brought against Rubberrecycle™ as a result thereof, including reasonable attorney fees, court costs, expert witness fees and expenses.

In no event will Rubberrecycle™ be responsible for any direct loss or damage, including without limitation cost and expenses, in excess of the amounts paid by buyer for the materials supplied. Rubberrecycle™ will not be responsible or liable for any type of incidental, special, exemplary, punitive, indirect or consequential damages, including but not limited to, direct loss or damage, lost revenue or profits, replacement goods, loss or interruption of use, even if Rubberrecycle™ was advised of the possibility of such damages, and whether arising under a theory of contract, tort, strict liability or otherwise.

ACCEPTANCE OF PROPOSAL: The above pricing, schedule and payment, terms and conditions detailed in this quote are also agreed to and accepted. By signing this agreement below, you are authorizing us to do the specified work detailed in this quotation.