



## Legislation Details (With Text)

**File #:** 23-1009      **Version:** 1      **Name:** Resolution: Exception to Public Bidding - Auto Return US, LLC

**Type:** Resolution      **Status:** Adopted

**File created:** 6/14/2023      **In control:** Administration

**On agenda:** 9/20/2023      **Final action:** 9/20/2023

**Title:** Dept/ Agency: Administration/Office of Business Administrator  
Action: ☐ Ratifying ☒ Authorizing ☐ Amending  
Type of Service: Exception to Public Bidding - N.J.S.A. 40A:11-5(1)(dd)  
Purpose: To provide services for the support and or maintenance of proprietary computer software for towing management and maintenance.  
Entity Name: AutoReturn US, LLC  
Entity Address: 9440 W. Sahara Ave, Suite 215, Las Vegas, Nevada 89117  
Contract Amount: The Vendor shall collect the administrative fees adjusted annually by the CPI.  
Funding Source: Not Applicable  
Contract Period To be established for a period not to exceed (24) consecutive months upon full execution of Agreement; with an option to extend for an additional two (2) year period  
Contract Basis: ☐ Bid ☐ State Vendor ☐ Prof. Ser. ☐ EUS  
☐ Fair & Open ☐ No Reportable Contributions ☐ RFP ☐ RFQ  
☐ Private Sale ☐ Grant ☐ Sub-recipient ☒ n/a  
Additional Information:  
The Vendor shall collect the administrative fees adjusted annually by the CPI. Authorized tow providers shall collect a fee of (\$40.00) for every tow utilizing the Vendor's platform on behalf of the Municipality except for exempted tows.

**Sponsors:** Council of the Whole

**Indexes:**

**Code sections:**

Date	Ver.	Action By	Action	Result
9/20/2023	1	Municipal Council	Adopt	Pass

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**WHEREAS**, there is a need within the City of Newark (“City”) to provide real-time reporting and reduce human effort and error, by connecting law enforcement, towers and vehicle owners to keep roadways clear and traffic moving; and

**WHEREAS**, the City requires services for the support and/or maintenance of the proprietary computer hardware and/or software for towing management; and

**WHEREAS**, AutoReturn US, LLC, located at 9440 W. Sahara Ave, Suite 215, Las Vegas, Nevada 89117 has the expertise and qualifications to provide the support and/or maintenance of a Towing Management System, proprietary computer hardware and/or software, which will also assist residents in locating their vehicles; and

**WHEREAS**, the City wishes to enter into an agreement with AutoReturn US, LLC, for the support and/or maintenance of a Towing Management System, proprietary computer hardware and/or software, for period not to exceed twenty four (24) consecutive months, with an option to renew for an additional two (2) years pursuant to N.J.S.A. 40A:11-15; and

**WHEREAS**, AutoReturn shall collect the administrative fees adjusted annually by the CPI. Authorized tow providers shall collect a fee of Forty dollars and zero cents (\$40.00) for every tow utilizing AutoReturn’s platform on behalf of the Municipality except for exempted tows ; and

**WHEREAS**, Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., allows the City, pursuant to N.J.S.A. 40A:11-5(1)(dd), to enter into a contract, without advertising for bids, for the support and/or maintenance of proprietary computer hardware and software, and award the Contract by resolution of the governing body; and

**WHEREAS**, the Contract is for an amount over \$17,500.00 and is being awarded pursuant to a “Non-Fair and Open Process” pursuant to N.J.S.A. 19:44A-20.5; and

**WHEREAS**, AutoReturn US, LLC has completed and submitted a Business Entity Disclosure Certification, which certifies that it has not made any reportable contributions to a political or a candidate committee in the City of Newark in the previous one (1) year, and that the Contract will prohibit AutoReturn US, LLC from making any reportable contributions through the term of the Contract; and

**WHEREAS**, the Newark Municipal Council adopted the State of New Jersey Pay to Play statutory requirements pursuant to N.J.S.A. 19:44A-20.4 et seq., governing the eligibility for municipal contracts.

**NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE CITY OF NEWARK, NEW JERSEY, THAT:**

1. The Mayor of the City of Newark and/or his designee, and the Business Administrator are hereby authorized and directed on behalf of the City of Newark, to enter into and execute an Agreement with AutoReturn US, LLC 9440 W. Sahara Ave, Suite 215, Las Vegas, Nevada 89117 (

“AutoReturn”), to provide support and/or maintenance for proprietary computer software and/or hardware, for a Towing Management System, for a period not to exceed twenty four (24) consecutive months, with an option to extend for an additional two-year period, commencing upon full execution of the Agreement and subject to municipal budgets adopted in subsequent years, pursuant to Pay-to-Play Law, N.J.S.A. 19:44A-20.5, N.J.S.A. 40A:11-5(1)(dd), and N.J.S.A. 40A:11-15.

2. AutoReturn shall collect the administrative fees adjusted annually by the CPI. Authorized tow providers shall collect a fee of Forty dollars and zero cents (\$40.00) for every tow utilizing AutoReturn’s platform on behalf of the Municipality except for exempted tows.

3. The Contract is being awarded without competitive bidding as an “Exception” to the public bidding requirements in accordance with N.J.S.A. 40A:11-5(1)(dd) of the Local Public Contracts Law.

4. The Contract is being awarded pursuant to the Non-Fair and Open Procedures of the State Pay-to-Play Law (N.J.S.A. 19:44A-20.5).

5. A copy of the fully executed Contract shall be filed in the Office of the City Clerk by the Business Administrator and shall be made available for public inspection.

6. AutoReturn has completed and submitted a Business Entity Disclosure Certificate, which shall be placed on file together with this Resolution in the Office of the City Clerk by the Business Administrator, certifying that it has not made any reportable contributions to a political or candidate committee in the City of Newark in the previous one (1) year, and that the Contract will prohibit AutoReturn from making any reportable contributions through the term of the contract.

7. There shall be no amendment or changes to the Contract without prior approval of the Municipal Council.

8. There shall be no advance payment on the Contract in accordance with N.J.S.A. 40A:5-16.

9. The Business Administrator shall place the Determination of Value Letter on file with the Office of the City Clerk.

10. A notice of this action shall be published in the newspaper authorized by law to publish a legal advertisement and as may be required by law within ten (10) days of adoption of this Resolution.

## STATEMENT

This Resolution authorizes the Mayor of the City of Newark and/or his designee, and the Business Administrator, to enter into and execute an Agreement with AutoReturn US, LLC, 9440 W. Sahara Ave, Suite 215, Las Vegas, Nevada, 89117, for the support and/or maintenance of proprietary computer software and/or hardware for Towing Management System, for a period not to exceed twenty four (24) consecutive months, with an option to renew for an additional two years, commencing upon full execution of Agreement.