



Legislation Text

File #: 16-1729, Version: 1

Dept/ Agency: Administration/Division of Central Purchasing

Action: () Ratifying (X) Authorizing () Amending

Type of Service: Use of State Contract(s) T-2102 and all applicable vendors and dealers

Purpose: Vehicles, Truck, Class 4, Utility/Dump with Snow Plow Option, State Contract

Entity Name(s)/Address(s): Chas S. Winner Inc., dba Winner Ford, 250 Berlin Road, Cherry Hill, New Jersey 08034

Contract Amount: \$163,654.00

Funding Source: 2016 Budget/ Department of Water and Sewer Utilities/ NW037, 750, 7505, 94330, B2016/ Purchase Orders 225 & 226

Contract Period: Upon approval by Municipal Council through December 11, 2017

Contract Basis: () Bid (X) State Vendor () Prof. Ser. () EUS
() Fair & Open () No Reportable Contributions () RFP () RFQ
() Private Sale () Grant () Sub-recipient () n/a

Additional Information:

Pursuant to N.J.S.A. 40A:11-2(21), the purchase order(s) is/are the contract.

WHEREAS, the City of Newark through its Supervising Procurement Specialist, wishes to utilize the Vehicles, Truck, Class 4, Utility/Dump, with Snow Plow Option, State Contract, under term contract, #T-2102 to purchase one (1) Crew Cab Pickup with a dump body and two (2) Crew Cab Pickups with Utility Bodies from authorized vendors or distributors under the New Jersey Cooperative Purchasing Program 1-NJCP, pursuant to N.J.A.C. 5:34-7.29; and

WHEREAS, the purchase of goods/services by Local contracting units is authorized by Local Public Contracts Law, N.J.S.A. 40A:11-12; and

WHEREAS, in accordance with N.J.S.A. 52:25-16.1 et seq. Local Contracting Units are responsible for ensuring that the Purchase Order issued reflects the correct contract item pricing and that payment is processed accordingly. Only the items/services specified in the applicable State contract (s) may be purchased from the contract vendor(s) of record. Local Contracting Units assume full responsibility for all purchase transactions issued through State contracts, including Purchase Orders, delivery compliance, and payments; and

WHEREAS, the following vendor has been awarded a contract under the Vehicles, Truck, Class 4, Utility/Dump, with Snow Plow Option, State Contract, pursuant to term contract, #T-2102:

#88215, Chas S Winner Inc. dba Winner Ford, 250 Berlin Road, Cherry Hill, New Jersey 08034

WHEREAS, the City of Newark requests authorization to purchase one (1) Crew Cab Pickup with a dump body and two (2) Crew Cab Pickups with Utility Bodies respectively under this contract for the period upon Municipal Council approval to December 11, 2017; and

WHEREAS, the Supervising Procurement Specialist, recommends the utilization of this State contract on the grounds that it provides Vehicles, Truck, Class 4, Utility/Dump, with Snow Plow Option according to specifications required by the City of Newark, Department of Water and Sewer Utilities; and

WHEREAS, usage of this contract provides Vehicles, Truck, Class 4, Utility/Dump, with Snow Plow Option, specifically, (1) Crew Cab Pickup with a dump body and two (2) Crew Cab Pickups with Utility Bodies, at a cost not to exceed \$163,654.00; and

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

1. Pursuant to N.J.S.A. 40A:11-1 et seq., and N.J.A.C. 5:34-7.29, the Supervising Procurement Specialist is authorized to utilize the Vehicles, Truck, Class 4, Utility/Dump, with Snow Plow Option State contract, term # T-2102 for the following vendor #88215 Chas S Winner Inc. dba Winner Ford, 250 Berlin Road, Cherry Hill, New Jersey 08034 for purchase of one (1) Crew Cab Pickup with a dump body and two (2) Crew Cab Pickups with Utility Bodies to the City of Newark, as authorized by the Municipal Council from Municipal Council approval through December 11, 2017 inclusive of any extensions to the State contract.

2. All purchases shall be in accordance with N.J.S.A. 52:25-16.1 et seq., only those items/services specified in the applicable State contract(s) may be purchased from the contract vendor(s) of record.

3. All purchases, purchase orders and other related documentation shall be in accordance with the relevant State Contract, State of New Jersey Standard Terms and Conditions, Method of Operation and Third Party Agreement/Three Party Agreement (if applicable) as contained in the State Contract Documentations and Agreements.

4. There shall be no amendment of this resolution without the approval of the Municipal Council.

5. There shall be no advance payment on this State contract in accordance with N.J.S.A. 40A: 5-16. Funding is contingent upon appropriation; pursuant to N.J.A.C. 5:30-5.5(c).

6. Payment for the purchase of these vehicles is as follows. PO# 226 NW037-11226, NW037, 750, 7505, 94330, B2016 for \$55,356.00 and PO# 225 NW037-11225, NW037, 750, 7505, 94330, B2016 for \$108,298.00. This contract shall not exceed \$163,654.00.

7. This contract complies with Local Pay to Play Law, N.J.S.A. 19:44A-20.5 as a State contract award and constitutes a fair and open procedure.

8. The Purchasing Division shall forthwith file a duly executed copy of the contract(s) in the Office of the City Clerk, if applicable.

9. If required by State Law, the City Clerk shall provide the appropriate notice of the award

of this contract to the State Comptroller no later than 20 business days following such award, in accordance with N.J.S.A. 52:15C-10 and the Notice of the Office of the State Comptroller dated May 7, 2008.

STATEMENT

This resolution authorizes the Mayor and/or his designee, the Supervising Procurement Specialist to utilize the Vehicles, Truck, Class 4, Utility/Dump, with Snow Plow Option State contract, term # T-2102, which includes an award to the following vendor, #88215 Chas S Winner Inc. dba Winner Ford, 250 Berlin Road, Cherry Hill, New Jersey 08034 for the one time purchase of one (1) Crew Cab Pickup with a dump body and two (2) Crew Cab Pickups with Utility Bodies by the City of Newark, for the period upon authorization by Municipal Council to December 11, 2017, inclusive of any extensions to the State contract at a cost not to exceed \$163,654.00.