



Legislation Text

File #: 12-0994, Version: 1

Dept/ Agency: Administration/Division of Central Purchasing

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

Type of Service: Bid Contract(s)

Purpose: Lubricating Oil and Grease

Entity Name(s)/Address(s): 1. David Weber Oil Co., 601 Industrial Road, Carlstadt, New Jersey 07072

2. Craft Oil Corporation, 950 King Georges Road, Fords, New Jersey 08863

Contract Amount: \$90,000.00

Funding Source: City of Newark Budget/Departments of Engineering, Neighborhood and Recreational Services and Water & Sewer Utilities

Contract Period: To be established for a period not to exceed two (2) years

Contract Basis: (x) Bid () State Vendor () Prof. Ser. () EUS

() Fair & Open () No Reportable Contributions () RFP () RFQ

() Private Sale () Grant () Sub-recipient () n/a

Additional Information:

Bids solicited: Six (6)

Bids received: Two (2)

WHEREAS, on March 30, 2012, the City of Newark, through its Purchasing Director, advertised to solicit bids for contractor(s) to provide, **Lubricating Oil and Grease**, to the Departments of Engineering, Neighborhood and Recreational Services; and Water & Sewer Utilities, as per the bid proposal attached hereto; and

WHEREAS, the Division of Central Purchasing distributed six (6) bid proposal packages to the prospective vendors following the date of advertisement; and

WHEREAS, on April 12, 2012, two (2) bids were received in response to this advertisement; and

WHEREAS, the Purchasing Director recommends a dual award based on line item pricing to **David Weber Oil Co., and Craft Oil Corporation**, the only responsible bidders; and

WHEREAS, pursuant to N.J.S.A.40A:11-24, the selected responsible bidders consented to hold prices until such time as an award is made; and

WHEREAS, pursuant to N.J.S.A.19:44A-20.5 et seq., solicitations through public bidding in accordance with N.J.S.A.40A:11-1, et seq., meets the requirements of the fair and open process.

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

1. The Mayor and/or his designee, the Purchasing Director, are hereby authorized to enter into a

contract with **David Weber Oil Co., 601 Industrial Road, Carlstadt, New Jersey 07072, to receive line items per contract price schedule and Craft Oil Corporation, 950 King Georges Road, Fords, New Jersey 08863, to receive line items per contract price schedule**, to provide **Lubricating Oil and Grease** to the City, whose bids were received on the advertised due date and determined to be the only responsible bidders, based on line item awards in accordance with bid specifications. The term of the contract will be established for a two (2) year term; pursuant to N.J.S.A.40A:11-3.

2. There shall be no amendment or change of this contract without the approval of the Municipal Council by resolution.

3. There shall be no advance payment on this contract in accordance with N.J.S.A. 40A:5-16. Funds for 2012 and subsequent years are contingent upon appropriations; pursuant to N.J.A.C. 5:30-5.5(d).

4. This is an open-ended contract to be used as needed during the term of the contract. Thus, for any and all expenditures against this contract, certification of the availability of sufficient funds, as required by N.J.A.C. 5:30-5.5(b)(2), shall be executed, before a contractual liability is incurred, each time an order is placed, covering the amount of the order. This contract shall not exceed \$90,000.00 for two (2) years.

5. A duly executed copy of the contract shall be forthwith filed in the Office of the City Clerk by the Purchasing Director.

6. 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 contract is awarded to **David Weber Oil Co. and Craft Oil Corporation**, to provide **Lubricating Oil and Grease**, to the City of Newark, at a cost not to exceed \$90,000.00 for two (2) years for two (2) vendors.