



Legislation Text

File #: 12-1129, Version: 2

**Dept/ Agency:** Administration/Division of Central Purchasing

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

**Type of Service:** Bid Contract(s)

**Purpose:** Public Works: Excavation, Clearance & Demolition Tandems and Loaders with Drivers

**Entity Name(s)/Address(s):**

**1. F. Basso, Jr. Rubbish Removal, Inc., 55-93 South 20<sup>th</sup> St., Irvington, NJ 07112. 2. AOL Trucking & Carting, Inc., 76 Riverside Ave. Newark,**

**Contract Amount:** \$2,000,000.00

**Funding Source:** City of Newark Budget / Department of Neighborhood & Recreational Services, Division of Sanitation / Open- Ended

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

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

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

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

**Entity Name/Address:**

(List vendors here - only if list is long)

**Additional Information:**

Bids solicited 12

Bids received 8

Bids rejected 1

**WHEREAS**, on **March 13, 2012**, the City of Newark through its Purchasing Director advertised to solicit bids for **Public Works: Excavation, Clearance & Demolition Tandems and Loaders with Drivers**, which the contractor will provide to the City of Newark, for the **Department of Neighborhood & Recreational Services, Division of Sanitation's** usage as described in the attached bid proposal; and

**WHEREAS**, the Division of Central Purchasing distributed **twelve (12)** bid proposal packages to prospective vendors following the date of advertisement; and

**WHEREAS**, on **March 29, 2012**, **eight (8)** bids were received in response to this advertisement; and

**WHEREAS**, the Division of Sanitation reviewed the bids received and recommends a dual award, based on line items be made to **F. Basso, Jr. Rubbish Removal, Inc.** and **AOL Trucking & Carting, Inc.** the lowest responsive and responsible bidders; and

**WHEREAS**, the Purchasing Director concurs with the recommendation; and

**WHEREAS**, pursuant to N.J.S.A. 40A: 11-24, the vendors agreed to hold their 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 **F. Basso, Jr. Rubbish Removal, Inc. 55-93 South 20<sup>th</sup> St. Irvington, NJ 07111** to provide line item #1 for both the 1<sup>st</sup> and 2<sup>nd</sup> year as per the price schedule and **AOL Trucking & Carting, Inc. 76 Riverside Ave Newark, NJ 07104** to provide line item #2 for both the 1<sup>st</sup> and 2<sup>nd</sup> year as per the price schedule, to provide **Public Works: Excavation, Clearance & Demolition Tandems and Loaders with Drivers**, for the City of Newark, whose bids were received on the advertised due date and determined to be the lowest responsive and responsible bidders in accordance with the 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. The Municipal Council hereby authorizes and ratifies the elimination of the requirement of Revised City of Newark Ordinance 2:4-14, to post a performance bond for this contract because it is not a construction contract; a multi-vendor award was contemplated; and, because no one vendor will receive a specified amount of work.
4. 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) (2).
5. 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, a 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 **\$2,000,000.00 for two (2) years, for two (2) vendors.**
6. A duly executed copy of the contract shall be forthwith filed in the Office of the City Clerk by the Purchasing Director.
7. If required by the State Law, the City Clerk shall provide the appropriate notice of the award of this contract, to the State Comptroller no later than twenty (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 **F. Basso, Jr. Rubbish Removal, Inc., and AOL Trucking & Carting, Inc.**, to provide **Public Works: Excavation, Clearance & Demolition Tandems and Loaders with Drivers** to the City of Newark, at a cost not to exceed \$2,000,000.00 for a two (2) year term, for two (2) vendors.

