



# City of Newark

City Hall  
920 Broad Street  
Newark, New Jersey 07102

## Legislation Text

File #: 20-0448, Version: 1

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

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

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

**Purpose:** To purchase Sign Post, Traffic for the Division of Traffic and Signals.

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

- 1) Garden State Highway Products, Inc., 301 Riverside Drive, Millville, New Jersey 08332; and
- 2) Odell Suggs Accounts Receivables, LLC, dba OSAR, LLC, 30 Raynor Road, Morristown, New Jersey 07960

**Contract Amount:** Not to exceed \$300,000.00

**Funding Source:** 2020 Budget/Department of Engineering/Division of Traffic and Signals/NW011-110-1107-83750-B2020

**Contract Period:** To be established for a period not to exceed twenty-four (24) consecutive months

**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:**

Advertisement: January 29, 2020

Bid Solicited: Six (6)

Bid Received: Two (2)

To purchase Sign Post, Traffic for the Department of Engineering, Division of Traffic and Signals.

**WHEREAS**, on January 29, 2020, the City of Newark through its Purchasing Agent, QPA advertised to solicit bids for contractors to provide Sign Posts, Traffic for the Department of Engineering, Division of Traffic and Signals, as described in the attached bid proposal; and

**WHEREAS**, the Division of Central Purchasing Agent, QPA also distributed six (6) bid proposal packages were solicited to prospective vendors following the date of advertisement; and

**WHEREAS**, the Division of Central Purchasing also published the bid package on the City of Newark's website to provide broader access and download capability to potential bidders; and

**WHEREAS**, on February 20, 2020, the Division of Central Purchasing received two (2) bids in response to this advertisement; and

**WHEREAS**, the Maintenance Chief of Operations for the Department of Traffic and Signals recommended that a dual award be made to: 1) Garden State Highway Products, Inc. 301 Riverside Drive, Millville, New Jersey 08332 for line item #4 for year one and two; and 2) Odell Suggs Accounts Receivables, LLC, dba OSAR, LLC, 30 Raynor Road, Morristown, New Jersey 07960 for line items #1, 2, 3, 5, 6, 7, 8, 9 for year one and two being responsive and responsible bidders; and

**WHEREAS**, the Purchasing Agent, QPA concurs with the recommendation from the Maintenance Chief of Operations for the Department of Engineering, Division of Traffic and Signals that a dual award be made to Garden State Highway Products, Inc. and Odell Suggs Accounts Receivables, LLC, dba OSAR, LLC; and

**WHEREAS**, pursuant to N.J.S.A. 40A:11-24, the recommended bidders consented to holding their prices beyond sixty (60) days; and

**WHEREAS**, pursuant to N.J.S.A. 19:44A20.5 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 Agent, QPA, are hereby authorized to enter into and execute a contract with: 1) Garden State Highway Products, Inc. to receive line item #4 for year one and year two; and 2) 301 Riverdale Drive, Millville and Odell Suggs Accounts Receivables, LLC, dba OSAR, LLC, 30 Raynor Road, Morristown, New Jersey 07960 to receive line items #1, 2, 3, 5, 6, 7, 8, & 9 for year one and year two, to provide Sign Post, Traffic for the City of Newark, Department of Engineering, Division of Traffic and Signals, whose bid was received on the advertised due date and determined to be the lowest bid and being a responsive and responsible bidders. The term of the contract will be established for twenty-four (24) consecutive months, pursuant to N.J.S.A. 40A:15.
2. There shall be no amendment or change of this contract without the approval of the Municipal Council.
3. There shall be no advance payment on this contract in accordance with N.J.S.A. 40A:5-16. Funds for 2020 and subsequent years are contingent upon appropriations, pursuant to N.J.A.C. 5:30-5.5(d)(2).
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, 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 from Account Code Line: NW011-110-1107-83750-B2020 - Department of Engineering, Division of Traffic and Signals. The contract amount shall not exceed Three Hundred Thousand Dollars and Zero Cents (\$300,000.00) for twenty-four (24) consecutive months for two (2) vendors.
5. The Director of Purchasing, QPA, shall file a duly executed copy of this contract, along with this authorizing resolution in the Office of the City Clerk.
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 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 resolution authorizes the Mayor and/or his designee, the Purchasing Agent, QPA, to enter into and execute a contract with: 1) Garden State Highway Products, Inc., Garden State Highway Products, Inc., 301 Riverside Drive, Millville, New Jersey 08332 to receive line item #4 for year one and year two; and 2) Odell Suggs Accounts Receivables, LLC, dba OSAR, LLC, 30 Raynor Road, Morristown, New Jersey 07960, to receive line items #1, 2, 3, 5, 6, 7, 8, & 9 for year one and year two, to provide Sign Post, Traffic to the City of Newark, Department of Engineering, Division of Traffic and Signals, at a contract amount not to exceed Three Hundred Thousand Dollars and Zero Cents (\$300,000.00) for Twenty-Four (24) consecutive months for two (2) vendors.