

CITY COUNCIL

The City of Orange Township, New Jersey

DATE February 20, 2024

NUMBER 113-2024

TITLE: A RESOLUTION AWARDING A CONTRACT TO SELECT AUTO AND TRUCK REPAIR, INC., 52 WASHINGTON STREET, WEST ORANGE, NEW JERSEY 07052 FOR VEHICLE MAINTENANCE AND REPAIRS TO ALL CITY OWNED VEHICLES AND EQUIPMENT FOR TWO (2) YEARS COMMENCING JANUARY 1, 2024 THROUGH DECEMBER 31, 2025 IN THE AMOUNT NOT TO EXCEED \$159,285.00 PER YEAR.

WHEREAS, the City of Orange Township did duly advertise on January 12, 2024 for public bids for Vehicle Maintenance and Repairs pursuant to the specifications; and

WHEREAS, on January 24, 2024 the City of Orange Township received one (1) public bid pursuant to specifications furnished prospective bidder from the following:

BIDDER	12 MONTH BID PRICE
Select Auto and Truck Repair, Inc. 52 Washington Street West Orange, New Jersey 07052	\$ 159,285.00


WHEREAS, the Director of Public Works/Engineering did examine the bid and determined that Select Auto and Truck Repair, Inc. is in compliance with the Local Public Contracts Law; and

WHEREAS, Select Auto and Truck Repair, Inc. did furnished to the City of Orange Township with an Affirmative Action Affidavit, 10% Stockholder Affidavit, Affidavit of Non-Collusion; and

WHEREAS, the Chief Financial Officer of the City of Orange Township has prepared the necessary Certificate of Availability of Funds, a copy of which is attached hereto, certifying that funds will be available for this purpose in Account No. 4-01-26-315-000-509 and Account No. 5-01-26-315-000-509, contingent upon council approval and inclusion of said item in the Temporary Budget and adopted 2024 and 2025 Budgets, there will be sufficient funds to contract Select Auto and Truck Repair, Inc.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Orange Township, that a contract be awarded to Select Auto and Truck Repair, Inc., 52 Washington Street, West Orange, New Jersey 07052; and

BE IT FURTHER RESOLVED, that the proper officers of the City of Orange Township are hereby authorized to enter into said contract with Select Auto and Truck Repair, Inc. for the upon condition that bidder comply fully with all terms and conditions of the specifications.


A. M. ZERAH

BE IT FURTHER RESOLVED, that the proper officers of the City of Orange Township, be and they are hereby authorized to return the unsuccessful bidders, the certified checks, cashier's checks or bid bonds, evidencing their guarantee in accordance with the provisions of N.J.S.A. 40A:11-24.

Adopted: **February 20, 2024**

Joyce L. Lanier
City Clerk

Tency A. Eason
Council President

CITY OF ORANGE TOWNSHIP
FINANCE DEPARTMENT

CERTIFICATION OF FUNDS

I, Chief Financial Officer for the City of Orange Township, do hereby confirm that, based on the experience record of the prior year, and based on the Quote, RFP, or RFQ bid results, "extraordinary unspecifiable services" without competitive bids or inclusion in a cooperative which the City has approved, and contingent upon Council approval and inclusion of said item in the Temporary Budget and the adopted 2024, and 2025 Budgets, there will be sufficient funds to contract with:

Vendor Name: Select Auto & Truck Repair

Address: 52 Washington Street
City: West Orange
State: New Jersey
Zip Code: 07052

Purpose: Vehicle Maintenance & equipment
01/01/2024 - 12/31/2025

Fund:	Current Fund	
Line Description:	EVM - Vehicle repair & maintenance	
Budget years:	2024	2025
Account Numbers(s):	4-01-26-315-000-509	5-01-26-315-000-509
	159,285.00	159,285.00

Vendor ID: SELEC015

holding PO Number: 24-00315

Amount not to exceed: \$318,570.00

Division Head

Date

Nile Clements

1/29/2024

Chief Financial Officer

Date

**City of Orange Township
NOTICE TO BIDDERS**

NOTICE IS HEREBY GIVEN THAT sealed bids will be received by the City of Orange Township, Essex County, Orange, New Jersey, Department of Public Works, specified times for the following:

Item:	Time:
Purchase of Automotive Parts	10:00 a.m.
Vehicle Maintenance & Repairs	10:30 a.m.

Sealed bids will be received at Orange City Hall, 29 North Day Street, Public Works Conference Room #304, 3rd Floor, Orange, New Jersey on Wednesday, January 24, 2024, at the prevailing time mentioned above, at which time they shall be publicly opened and read immediately thereafter.

Bidders may obtain specifications from the Department of Public Works, 29 North Day Street, Room #304, Orange, New Jersey between the hours of 9:00 a.m. and 4:00 p.m., Monday through Friday commencing on the date of this notice or by contacting Keesha Lewis by phone at (973) 952-6080 or by email at klewis@orangenj.gov

Bidders are required to comply with the requirements of NJS.A 10:5-31 et seq. and Affirmative Action requirements of P.L. 1975, C. 127 (NJAC 17:27 et seq.) and Local Unit Pay-To-Play Law (P.L. 2004, c19, as amended by P.L. 2005, c51). All bids must be submitted in a sealed envelope clearly marked on the outside.

Bidders seeking the award of this contract must be registered with the State of New Jersey pursuant to the State Business Registration Act. A certificate showing proof of registration must be included in all bid proposals.

Effective January, 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at (888) 313-3532 or at www.elec.state.nj.us.

Bids will be received at the hour named, not before or after and NO BIDS SHALL BE RECEIVED BY MAIL OR FAX.

Each bid must be accompanied by the Consent of Surety Form and a guarantee which shall be in the amount of 10% of the bid, but not in excess of \$20,000.00, except as otherwise provided herein, and may be given, at the option of the bidder by certified check, cashier's check or bid bond made payable to the City of Orange Township.

The City Council of the City of Orange Township reserves the right to reject any or all bids, waive any informalities or irregularities in bids received which in their opinion will be in the best interest of the City of Orange Township, or for reasons required by law.

Dwayne D. Warren, Esq.
Mayor
Marty Mayes
Director of Public Works
(973) 952-6080
1/12/24

\$125.49

AGREEMENT

This Agreement, made and entered into this _____ day of _____, between the City of Orange Township and **Select Auto and Truck Repairs, Inc., 52 Washington Street, West Orange, New Jersey 07052.**

WHEREAS, the City of Orange Township wishes to retain a firm for the purpose for vehicle maintenance and repairs to all City owned vehicles and equipment in the City of Orange Township, as specifically set forth in the attached specifications in the amount not to exceed \$1589,285.00 per year.

WHEREAS, the City of Orange Township wishes to retain **Select Auto and Truck Repairs, Inc.** with offices located at 52 Washington Street, West Orange, New Jersey 07052, the lowest responsible bidder of bidders to submitting for such service on January 24, 2024 in response to an advertisement for bids on January 12, 2024.

WHEREAS, this firm and the individuals of the firm are to be retained pursuant to the Agreement as specified by the attached specifications and bids dated January 24, 2024; and

WHEREAS, the City Council of the City of Orange Township has, by **Resolution # _____** dated _____, authorizes **Select Auto and Truck Repairs, Inc.** for vehicle maintenance and repairs to all municipal owned vehicles and equipment, as specified in the attached specifications and bids.

NOW, THEREFORE, BE IT AGREED by and between the parties, for the mutual convenient set forth herein below:

1. **Select Auto and Truck Repairs, Inc.** is hereby contracted by the City of Orange Township to provide services as specified in the attached specifications and bid.

2. This agreement shall be effective commencing on January 1, 2024 through December 31, 2025.
3. This agreement shall not be assigned nor shall any duties under this agreement be delegated by **Select Auto and Truck Repairs, Inc.** without prior written consent of the City.
4. The validity of this agreement and its terms or provisions, as well as the rights and duties of the contracting parties, shall be governed by and construed in accordance with the laws of the State of New Jersey.
5. This agreement shall be binding on and inure to the benefit of the contracting parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns when not expressly prohibited by this agreement.
6. In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision of it this agreement shall for any reason be held to be invalid, illegal, or unenforceable provision had never been contained in it.
7. This agreement constitutes the sole agreement of the contracting parties and supersedes any prior understandings or written or oral agreements between the parties respecting its subject matter.
8. All notices and other communications shall be sent by certified mail, return receipt requested, and shall be deemed to have been given when sent to the parties at their respective addresses as set forth above, unless a different address has been selected after the execution of this agreement and has been duly communicated to the party giving notice.

9. The City may terminate this Agreement upon three days notice with American Wear, Inc. In the event that this agreement is deemed to be terminated, the City shall pay **Select Auto and Truck Repairs, Inc.** for those services provided as of the effective date of termination.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

ATTEST:

CITY OF ORANGE TOWNSHIP:

Joyce L. Lanier
City Clerk

Dwayne D. Warren, Esq.
Mayor

ATTEST:

Select Auto and Truck Repairs, Inc.

52 Washington Street
West Orange, New Jersey 07052

Approved as to Form and Sufficiency

Gracia R. Montilus, City Attorney

**BID DOCUMENT
SUBMISSION CHECKLIST
CITY OF ORANGE TOWNSHIP**

**A. Failure to submit the following documents is a mandatory cause for the bid to be rejected.
(N.J.S.A. 40A:11-23.2)**

Required with Submission of Bid (Owner's checkmarks)		Initial Each Item Submitted with Bid (Bidder's Initials)
X	A bid guarantee as required by N.J.S.A. 40A:11-21	gjm
X	A certificate from a surety company, pursuant to N.J.S.A. 40A:11-22	gjm
X	A statement of corporate ownership, pursuant to N.J.S.A. 52:25-24.2	gjm
	A listing of subcontractors as required by N.J.S.A. 40A:11-16	
X	If applicable, bidder's acknowledgement of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications or bid document	gjm
	Public Works Contractor's Registration Act Certificate or copy of application submitted in the last thirty (30) days	
X	Business Certificate Registration all contractors seeking the reward of this contract must be registered with the State of New Jersey pursuant to the States Business Registration Act. A certificate showing proof of registration must be included in all "bid proposals".	gjm
X	Business Entity Disclosure Certification "Pay-To-Play Law, pursuant to P.L. 2004, c.19 as amended by P.L. 2005, c.51	gjm
	Disclosure of Investment Activities in Iran, pursuant to P.L. 2012, c.25	

**B. Failure to submit the following documents may be a cause for the bid to be rejected.
(N.J.S.A. 40A:11-23.1b)**

Required with Submission of Bid (Owner's Checkmarks)	Initial Each Item Submitted with Bid (Bidder's Initials)	Required with Submission of Bid (Owner's checkmarks)	Initial Each Item Submitted with Bid (Bidder's Initials)
X	gjm		
X	gjm		
X	gjm		
X	gjm		
X	gjm		

	Prevailing Wage Affidavit		
	Statement of Bidder's Qualifications, Experience and Financial Ability		
	Affidavit of Experience and References		
	Affidavit of Bidder that he/she is Not on the State of New Jersey's List of Disbarred, Suspended or Disqualified Vendors		
	List of five (5) completed projects in last three years		
	Company's Asbestos and or Lead Abatement Certification		

C. SIGNATURE: The undersigned hereby acknowledges reading and has submitted the above listed requirements

Name of Bidder: Select Auto Truck Repair By Authorized Representative: John McElroy

Signature: John McElroy Print Name and Title: Pres.

Date: 11/19/24 John McElroy

PENNSYLVANIA NATIONAL
MUTUAL CASUALTY INSURANCE COMPANY
HARRISBURG, PA

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That **Select Auto & Truck Repair**

, Principal,
and **PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY**, Surety, are held and
firmly bound unto **City Of Orange Township**, Oblige, in the sum of **Ten percent of amount bid not to exceed**
\$20,000.00 Dollars (**\$ 10%**)

for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally,
firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Oblige on a contract for

Maintenance and Repairs of City Owned Vehicles

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be
specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or
contract documents with surety acceptable to Oblige; or if Principal shall fail to do so, pay to Oblige the damages
which Oblige may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall
be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED **January 24, 2024**

Select Auto & Truck Repair

Principal

(Seal)

**PENNSYLVANIA NATIONAL MUTUAL
CASUALTY INSURANCE COMPANY**

By: _____

Arthur R. Nelson, Attorney-In-Fact

PENNSYLVANIA NATIONAL

**Mutual Casualty Insurance Company
Harrisburg, PA**

Consent of Surety

Obligee: City Of Orange Township

**PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY,
duly qualified to transact business in the State of New Jersey, hereby agrees that if
Select Auto & Truck Repair is the successful bidder for**

Maintenance and Repairs of City Owned Vehicles

**it as Surety, will provide the bidder with bonds in such form and sum as required in the
advertisement or in the specifications.**

Signed, sealed and dated this 24th day of January 2024

Pennsylvania National Mutual Casualty Insurance Company



Arthur R. Nelson, Attorney-in-Fact

**PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY
Harrisburg, Pennsylvania**

2512

POWER OF ATTORNEY

Know All Men By these Presents, That PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania, does hereby make, constitute and appoint ARTHUR R. NELSON, AND LINDA A. NELSON, ALL OF UNION, NEW JERSEY (EACH) its true and lawful Attorney(s)-in-Fact to make, execute, seal and deliver for and on its behalf, as surety, as its act and deed:

ANY AND ALL BONDS AND UNDERTAKINGS PROVIDED THE AMOUNT OF NO ONE BOND OR UNDERTAKING EXCEEDS THE SUM OF TWO MILLION FIVE HUNDRED THOUSAND DOLLARS ----- (\$2,500,000.00) ALL POWER AND AUTHORITY HEREBY CONFERRED SHALL HEREBY EXPIRE AND TERMINATE WITHOUT NOTICE AT MIDNIGHT ON APRIL 30, 2033, AS RESPECTS EXECUTION SUBSEQUENT THERETO.

And the execution of such bonds in pursuance of these presents shall be as binding upon said Company as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Harrisburg, Pennsylvania, in their own proper persons.

This appointment is made by and under the authorization of a resolution adopted by the Board of Directors of the Company on October 24, 1973 at Harrisburg, Pennsylvania which is shown below and is now in full force and effect.

RESOLVED, that (1) the President, any Vice President, the Secretary, or any Department Secretary shall have power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Company, and affix the Company's seal thereto, bonds, undertakings, recognizance's, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any of such Officers of the Company may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-Fact with authority to execute waivers and consents on behalf of the Company; and (3) the signature of any such Officer or of any Assistant Secretary or Department Assistant Secretary and the Company seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such Officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

In Witness Whereof: PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY has caused these presents to be signed and its corporate seal to be hereto affixed on 04/14/2023.

PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY



Mark Fitzgerald
Mark Fitzgerald, Vice President - Surety

Commonwealth of Pennsylvania, County of Dauphin – ss:

On 04/14/2023, before me appeared Mark Fitzgerald to me personally known, who being by me duly sworn, did say that he resides in the New Jersey, that he is the Vice President – Surety of PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, that he is the individual described in and who executed the preceding instrument, and that the seal affixed to said instrument is the corporate seal of said Company, and that said instrument was signed and sealed on behalf of said Company by authority and direction of said Company, and the said office acknowledged said instrument to be the free act and deed of said Company.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Traci A Kimmich, Notary Public
City Of Harrisburg, Dauphin County
My Commission Expires Oct 31, 2024
Member, Pennsylvania Association of Notaries

Traci A. Kimmich
Notary Public

I, Mark Fitzgerald, Vice President – Surety of the PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by the said Company, which is still in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the corporate seal of said Company on 01/24/2024

Mark Fitzgerald
Vice President - Surety



PENNSYLVANIA NATIONAL MUTUAL
CASUALTY INSURANCE COMPANY,
PENN NATIONAL SECURITY INSURANCE COMPANY
AND FOUNDERS INSURANCE COMPANY

2022 ANNUAL REPORT

CONSOLIDATED STATUTORY BALANCE SHEET AT DECEMBER 31, 2022

ADMITTED ASSETS

Investments:	
Bonds	\$1,423,228,408
Stocks	189,628,134
Real Estate - Occupied	22,988,093
Other invested assets	15,859
Cash, cash equivalents and short-term investments	50,771,359
Total cash, cash equivalents and investments	<u>1,686,631,853</u>
Agents' balances and uncollected premiums	232,927,967
Investment income due and accrued	10,250,886
Amounts recoverable from reinsurers	3,640,702
Deferred income taxes	13,835,799
Other assets	<u>15,798,519</u>
Total admitted assets	<u>\$1,963,085,726</u>

LIABILITIES

Reserves for losses and loss adjustment expenses	\$ 727,204,273
Unearned premiums	370,708,275
Premium taxes and other expenses	21,429,719
Drafts outstanding	835,565
Other liabilities	<u>59,955,533</u>
Total liabilities	<u>1,180,133,365</u>

POLICYHOLDERS' SURPLUS

Surplus notes	29,500,000
Unassigned surplus	<u>753,452,361</u>
Total policyholders' surplus	<u>782,952,361</u>
Total liabilities and policyholders' surplus	<u>\$1,963,085,726</u>

Commonwealth of Pennsylvania
County of Dauphin

We, Jacquelyn M. Anderson, Treasurer, and Karen C. Yarrish, Secretary, respectively of PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, PENN NATIONAL SECURITY INSURANCE COMPANY AND FOUNDERS INSURANCE COMPANY, do hereby certify that the foregoing is a true statement of the financial condition of said companies as of December 31, 2022.

Jacquelyn M. Anderson
Treasurer

Karen C. Yarrish
Secretary

Subscribed and sworn to before me this 13th day of March, 2023.

Beverly A. Thompson
Notary Public

Commonwealth of Pennsylvania - Notary Seal
Beverly A. Thompson, Notary Public
Dauphin County
My commission expires April 16, 2028
Commission number 1166317
Member, Pennsylvania Association of Notaries

City of Orange Township
 Department of Public Works
 Proposal for
 Maintenance Repair of
 City Vehicles

10 Fluid Check:
 Vehicles to be checked by Vendor twice a week at no charge

11 Transmission Flush:
 Estimated # of vehicles

36 X $\frac{\$ 175}{\text{Price per Vehicle}} = \frac{\$ 6300}{\text{Total Cost}}$

12 Certified State Inspection:
 Estimated # of vehicles

60 X $\frac{\$ 75}{\text{Price per Vehicle}} = \frac{\$ 4500}{\text{Total Cost}}$

13 Hourly Rate for ARC: (Welding Service)
 Estimated # of vehicles

24 X $\frac{\$ 0}{\text{Price per Vehicle}} = \frac{\$ 0}{\text{Total Cost}}$

Total Bid: \$ 159,285
 (Add total cost for
 Items #1 thru #13)

	Yes	Exactly as Specified No	Offered
14 The facility must have a minimum of 20,000 square foot of secured outside storage for City vehicles.	_____	_____	_____
15 The facility must provide 24 hour / 7 days per week access to the outside storage facility.	_____	_____	_____
16 The facility must provide 24 hour / 7 days per week emergency services.	_____	_____	_____
17 The facility must be able to accommodate up to 80,000 G.V.W.	_____	_____	_____
18 The facility must have employed a minimum of one (1) A.S.E. Certified Mechanic for cars and trucks.	_____	_____	_____

ALL PARTS SUPPLIED BY THE CITY OF ORANGE TOWNSHIP

Vendor's Name: Select Auto & Truck Repair
 Address: 52 Washington St.
 City, State, Zip: WEST ORANGE, N.J. 07052

Tel: 973-325-7898 Federal Tax ID: 83-1613384

Authorized Signature: *John K McElroy* Date: 1/24/2024

Name of Authorized Signature: John K McElroy
 (Please Print)

City of Orange Township
 Department of Public Works
 Proposal for
 Maintenance Repair of
 City Vehicles

The City of Orange Township,
 Orange, New Jersey

Dear Sirs:

We the undersigned, having carefully read the specifications and conditions of bidding, and having come to a full understanding of the intent and meaning of said specifications, herewith submit our proposal for same:

1	Hourly rate for repairs (under 8,500 gross vehicle weight): (Allowed repair hours based on mechanics book by Motor) Estimated # of hours required by the City	720 X $\frac{\$ 105.00}{\text{Hourly Rate}} = \frac{\$ 75,600}{\text{Total Cost}}$
1A	Hourly rate for repairs (over 8,500 gross vehicle weight). (Allowed repair hours based on mechanics book by Motor) Estimated # of hours required by the City	360 X $\frac{\$ 145.00}{\text{Hourly Rate}} = \frac{\$ 52,200}{\text{Total Cost}}$
2	Diagnostic cost per vehicle: Estimated # of vehicles	60 X $\frac{\$ 0}{\text{Hourly Rate}} = \frac{\$ 0}{\text{Total Cost}}$
3	Mount and dismount tires including HI-Speed: Estimated # of vehicles	360 X $\frac{\$ 20}{\text{Price per Tire}} = \frac{\$ 7200}{\text{Total Cost}}$
4	Rotate tires: Estimated # of tires	360 X $\frac{\$ 0}{\text{Price per Rotation}} = \frac{\$ 0}{\text{Total Cost}}$
5	Rotor Cut: (Must be able to cut front & rear rotors on site) Estimated # of rotors	60 X $\frac{\$ 2}{\text{Price per Rotor}} = \frac{\$ 120}{\text{Total Cost}}$
6	Oil Changes: (Vendor supplies filter, oil & lube. Check brakes, belts, hoses, tire check and fluid top off) Estimated # of oil changes	480 X $\frac{\$ 45}{\text{Price per Oil Change}} = \frac{\$ 1350}{\text{Total Cost}}$
7	Front Wheel Brake Repair: (R & R rotors, re-pack wheel bearing and replace pads) Estimated # of front break repairs	30 X $\frac{\$ 175}{\text{Price per Repair}} = \frac{\$ 5250}{\text{Total Cost}}$
8	Rear Wheel Brake Repair: (R & R rotors, re-pack wheel bearing and replace pads)	30 X $\frac{\$ 225}{\text{Price per Repair}} = \frac{\$ 6750}{\text{Total Cost}}$
9	Air Conditioning: (Must be New Jersey State Approved Recovery System) Evacuate and recharge, check A/C System for leaks Price Per Pound R-12	$\frac{\$ 0}{\text{Prevailing Rate}} = \frac{\$ 0}{\text{Total Cost}}$
	Price Per Pound 134A	$\frac{\$ 15}{\text{Prevailing Rate}} = \frac{\$ 15}{\text{Total Cost}}$

STOCKHOLDER DISCLOSURE CERTIFICATION

This Statement Shall Be Included with Bid Submission

NAME OF BUSINESS _____

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below

Stockholders:

Name: John McElroy

Name: _____

Home Address: 6 Brentwood Dr.

Home Address: _____

LIVINGSTON NJ 07039

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Subscribed and sworn before me this 23 day of

January, 2024

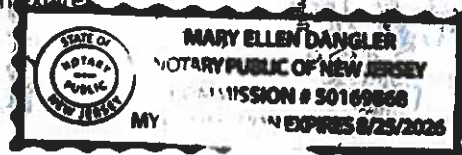
(Notary Public)

My Commission expires:

John McElroy
John K McElroy Pres.

(Print Name & Title of Affiant)

(Corporate Seal)



Mary Ellen Dangler

(TO BE COMPLETED AND RETURNED WITH BID)

CITY OF ORANGE TOWNSHIP

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number

Dated

Acknowledged for: Select Auto + TRUCK Repair
(Name of Bidder)

By: [Signature]
(Signature of Authorized Representative)

Name: John McBray

Title: Pres.

CERTIFICATE OF REGISTRATION & W-9
(P.L. 1999, C.238)

To: *CITY OF ORANGE*

Re: *MAINTENANCE & REPAIR OF VEHs.*

- I. Pursuant to P.L. 1999, c.238, et al., specifically, P.L. 2003, c.91, N.J.S.A. 34:11-56.51, all Bidders are required to be registered by the New Jersey Department of Labor at the time bids are received by the Project Owner pursuant to the Public Works Contractor Registration Act.*
- II. No bidder shall list a subcontractor in a Bid Proposal for the contract unless the subcontractor is registered pursuant to P.L. 1999, c. 238 at the time of bid is made.
- III. No contractor or subcontractor shall engage in the performance of any public work subject to the contract, unless the contractor or subcontractor is registered pursuant to the Act.
- IV. Each contractor shall, after the bid is made and prior to the award of the contract, submit to the Project Owner the certificates of registration for the bidder and all subcontractors listed in the Bid Proposal.

*Any bidder who is not registered pursuant to the Act at the time bids are received shall be automatically disqualified and the bid shall be rejected.



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: SELECT AUTO AND TRUCK REPAIR, INC.
Trade Name:
Address: 52 WASHINGTON STREET
WEST ORANGE, NJ 07052
Certificate Number: 2261853
Effective Date: August 20, 2018
Date of Issuance: November 19, 2021

For Office Use Only:
20211119091732805

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF ORANGE TOWNSHIP, NEW JERSEY

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

"Local Unit Pay-To-Play Law" (P.L. 2004, c.19, as amended by P.L. 2005, c.51)

19:44A-20.6 Certain contributions deemed as contributions by business entity.

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7 Definitions relative to certain campaign contributions.

6. As used in sections 2 through 12 of this act:

"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

Temporary and Executing

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act

The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)

19:44A-3 Definitions. In pertinent part...

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S. 19:5-1, any county committee of a political party, as organized pursuant to R.S. 19:5-3, or any municipal committee of a political party, as organized pursuant to R.S. 19:5-2

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L. 1973, c. 83 (C. 19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L. 1973, c. 83 (C. 19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...: the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

19:44A-8 and 16 Contributions, expenditures, reports, requirements.

While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:

The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L. 1993, c. 65 (C. 19:44A-7.2)

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
 Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF ORANGE TOWNSHIP, NEW JERSEY

Part I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that

_____ (Contractor)
 has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding the date of reorganization to any of the following named candidate committee, joint candidates committee, or political party committee representing the elected officials of the **CITY OF ORANGE TOWNSHIP** as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Dwayne D. Warren	
Kerry J. Coley	
Clifford Ross	
Weldon M. Montague, III	
Tency A. Eason	
Quantavia L. Hilbert	
Adrienne Wooten	
Jamie Summers-Johnson	

Part II - Ownership Disclosure Certification

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- Partnership Corporation Sole Proprietorship Subchapter S Corporation
 Limited Partnership Limited Liability Corporation Limited Liability Partnership

Name of Stock or Shareholder	Home Address
John McElroy	6 Brentwood Dr. Liv. NJ 07039

Part III - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Select Auto + TRUCK Repair

Signed: John K. Ely Title: 1/19/2004

Print Name: John McElroy Date: Pres.

Subscribed and sworn before me the 23 day of January John K. Ely
2004 . 2006 (Affiant)
John K. McElroy Pres.
 My Commission expires: _____ (Print name & title of affiant) (Corporate Seal)





State of New Jersey

New Jersey Election Law Enforcement Commission

Governor Phil Murphy · Lt. Governor Tabetha Way

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Pay-to-Play

Filing Confirmation

Thank you for filing electronically.

The Commission has received the following report: Form_eBE (1)2024.pdf

Confirmation number : 20233045416

Business Entity Name : Select Auto and Truck Repair

Filing Year : 2023

The information was received on : 01/19/2024

If you used a software other than the Official Adobe Reader to open and fill-in the Form BE, there is a high probability that your filing will be **rejected**. If you have any questions or concern, refer back to the detailed instructions on the download page.

 Print this page for your records.

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Pay-to-Play

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CITY OF ORANGE TOWNSHIP

(TO BE COMPLETED AND RETURNED WITH BID)

NON-COLLUSION AFFIDAVIT

State of New Jersey

County of ESSEX

SS:

I, John McElroy residing in LIVINGSTON
(Name of Affiant) (Name of Municipality)

In the County of ESSEX and State of New Jersey of full
Age, being duly sworn according to law on my oath depose and say that:

I am President of the firm of Select Auto & Truck Repair
MAINTENANCE REPAIR the bidder making this Proposal for the bid proposal entitled
(Title of bid proposal) and that I executed the said proposal with full authority to do

So that said bidder has not, directly or indirectly entered into any agreement, participated in any
collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the
above name project; and that all statements contained in said proposal and in this affidavit are true and
correct, and made with full knowledge that the CITY OF ORANGE relies upon the
(Name of Contracting Unit)

truth of the statements contained in said proposal and in the statements contained in this affidavit in
awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure
such contract upon an agreement or understanding for a commission, percentage, brokerage, or
contingent fee, except bona fide established commercial or selling agencies maintained by

Select Auto & Truck Repair

Subscribed and sworn to

Before me this

January 23 2024

John K McElroy

Type or print name of affiant under signature

John K McElroy

Mary Ellen Dangler

Notary Public of Essex County

My Commission expires August 25 2026



REQUIRED EVIDENCE
AFFIRMATIVE ACTION REGULATIONS
P.L. 1975, C. 127 (N.J.A.C. 17:27-3.2)

Before being awarded a contract, bidders are required to comply with the requirements of P.L. 1975, C.127. (N.J.A.C. 17:27-3.2). Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, the contractor should present one of the following to the Purchasing Agent:

1. A photocopy of a valid letter from the U.S. Department of Labor that the contractor has an existing federally-approved or sanctioned Affirmative Action Plan (good for one year from the date of the letter):
OR
2. A photocopy of approved Certificate of Employee Information Report issued in accordance with N.J.A.C. 17:24-4:
OR
3. An initial Employee Information Report (Form AA302) provided by the Affirmative Action Office and completed by the bidder in accordance with N.J.A.C.17:27-4:
OR
4. All successful construction contractors must submit within three days of the signing of the contract an Initial Project Workforce Report (AA201) for any contract award that meets or exceeds the Public Agency bidding threshold (available upon request) in accordance with N.J.A.C.17:27-7.

NO FIRM MAY BE ISSUED A CONTRACT UNLESS IT COMPLIES WITH THE AFFIRMATIVE ACTION REGULATIONS OF P.L. 1975, C.127.

The following questions must be answered by all bidders:

1. Do you have a federally-approved or sanctioned Affirmative Action Program?

Yes _____ No X

If yes, please submit a copy of such approval

2. Do you have a Certificate of Employee Information Report Approval?

Yes X No _____

If yes, please submit a copy of such certificate

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of P.L. 1975, C.127 and agrees to furnish the required documentation pursuant to the law.

Company: Select Auto Truck Repair

Signature: John M. Kelly

Title: Pres.

(TO BE COMPLETED AND RETURNED WITH BID)

HOLD HARMLESS AGREEMENT

Between The City of Orange Township
29 North Day Street
Orange, New Jersey 07050

And

Select Auto + TRUCK Repair
(Contractor)

52 Washington St. WEST ORANGE, NJ 07052

Address (not a post office box)

973-325-7898

Telephone No. & Fax No.

It is understood and agreed the Contractor is:

1. An independent Contractor and is not an employee of the City of Orange Township.
2. The Contractor agrees to indemnify and hold harmless the City of Orange Township, the Council of the City of Orange Township, and all of its officers, agents and employees of and from any and all liability for damages for injury to person and property, including death, and against and from all suits and actions and all costs, damages and changes of whatsoever kind and nature, including attorney's fees to which the Township may be put for or on account of any injury or alleged injury to person, including death, or property, resulting from the performance of the Contractor's operations under this Contract, or by or in consequence of any neglect or omission of the part of the Contractor in the performance of operations under this Contract, whether such operations, or the absence thereof, be by the Contractor or anyone directly or indirectly employed by the Contractor.
3. The Contractor shall hold the City of Orange Township harmless for damages to the Contractor's equipment utilized during the term of this Contract.
4. The Contractor agrees to provide a certificate of insurance specifically naming the City of Orange Township as an additional named insured, providing general liability, bodily injury and property damage coverage with minimum limits of liability not less than \$500,000.00.

Signed this 23rd day of January 2024

Select Auto + TRUCK Repair

Name of Bidder

John K McElroy Pres.

Authorized signature and title

John K McElroy

Print - Authorized signature and title

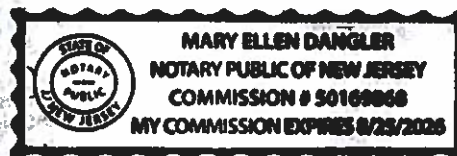
Subscribed and sworn to

Before me this 23rd day of

January 2024

Mary Ellen Dangler
Signature of Notary

My Commission expires August 25 2026



MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-~~828~~-2019** to **15-~~828~~-2026**

**SELECT TOWING SERVICE, INC.
52 WASHINGTON STREET
WEST ORANGE NJ 07052**



Elizabeth Maher Muoio

ELIZABETH MAHER MUOIO
State Treasurer

STATE OF NEW JERSEY
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For instructions on completing the form, go to: https://www.state.nj.us/treasury/contract_compliance/documents/pdf/forms/aa302in1.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY 831613384	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input checked="" type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY 4
4. COMPANY NAME Select Auto and Truck Repair		
5. STREET 52 Washington Street	CITY West Orange	COUNTY Essex
		STATE nj
		ZIP CODE 07052
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) None		
7. CHECK ONE: IS THE COMPANY: <input checked="" type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT		4
10. PUBLIC AGENCY AWARDED CONTRACT		
None		
Official Use Only	DATE RECEIVED	INAUG. DATE
		ASSIGNED CERTIFICATION NUMBER


SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN																				
	COL. 1 TOTAL (Col. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	MALE					FEMALE															
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.											
Officials/Managers	1	1																						
Professionals																								
Technicians	3	3		1										2										
Sales Workers																								
Office & Clerical																								
Craftworkers (Skilled)																								
Operatives (Semi-skilled)																								
Laborers (Unskilled)																								
Service Workers																								
TOTAL	4	4		1										3										
Total employment from previous Report (if any)																								
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.																							

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED <input type="checkbox"/> 1. Visual Survey <input checked="" type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input checked="" type="checkbox"/> 2. NO <input type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR
13. DATES OF PAYROLL PERIOD USED From: _____ To: _____		

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) John McElroy	SIGNATURE 	TITLE Pres.	DATE MO DAY YEAR 09 24 2021
17. ADDRESS NO. & STREET 52 Washington Street	CITY West Orange	COUNTY Essex	STATE NJ
		ZIP CODE 07052	PHONB (AREA CODE, NO., EXTENSION) 973 - 325 - 1426