

**CITY COUNCIL**

**The City of Orange Township, New Jersey**

**DATE** February 20, 2024

**NUMBER** 114-2024

**TITLE:** **A RESOLUTION AWARDDING A CONTRACT TO PARTS AUTHORITY, LLC, 3 DAKOTA DRIVE, SUITE 110, NEW HYDE PARK, NEW YORK 11042 (NORTHERN NEW JERSEY BRANCH LOCATED AT 456 3<sup>RD</sup> AVE, NEWARK, NEW JERSEY 07107) FOR THE PURCHASE OF AUTOMOTIVE PARTS FOR TWO (2) YEARS COMMENCING JANUARY 1, 2024 THROUGH DECEMBER 31, 2025 IN THE AMOUNT NOT TO EXCEED \$150,000.00 PER YEAR.**

**WHEREAS**, the City of Orange Township did duly advertise on January 12, 2024 for public bids for the Purchase of Automotive Parts 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 bidders from the following:

<b>BIDDER</b>	<b>PERCENTAGE DISCOUNT</b>
Parts Authority, LLC 3 Dakota Drive, Suite 110 New Hyde Park, NY 11042	30%

**WHEREAS**, the Director of Public Works/Engineering did examine the bid and determined that Parts Authority, LLC bid complied with the Local Public Contracts Law; and

**WHEREAS**, Parts Authority, LLC did furnished to the City of Orange Township with an Affirmative Action Affidavit, 10% Stockholder Affidavit, Affidavit of Non-Collusion; Consent of Surety 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. 4-01-26-315-000-306 and 5-01-26-315-000-306, contingent upon Council approval and inclusion of said item in the Temporary Budget and adopted 2024 & 2025 Budgets, there will be sufficient funds to contract with Parts Authority, LLC.

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Orange Township, that a contract be awarded to Parts Authority; and

**BE IT FURTHER RESOLVED**, that the proper officers of the City of Orange Township are hereby authorized to enter into said contract with Parts Authority, LLC for the purchase of automotive parts upon condition that bidder comply fully with all terms and conditions of the specifications.

**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.

 A. MIZNATH

Adopted: **February 20, 2024**

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Joyce L. Lanier  
City Clerk

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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: Parts Authority LLC.

Address: 3 Dakota Drive  
Suite 110

City: New Hyde Park  
State: New York  
Zip Code: 11042

Purpose: Automotive Parts  
01/01/2024 - 12/31/2025

Fund:	Current Fund	
Line Description	EVM - Motor Vehicle Parts & Accessories	
Budget years:	2024	2025
Account Numbers(s):	4-01-26-315-000-306	5-01-26-315-000-306
	150,000.00	150,000.00

Vendor ID: PARTS005

holding PO Number: 24-00313

Amount not to exceed: \$150,000.00

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Division Head

Date

*Nile Clements*

1/29/2024

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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:**

<b>Item:</b>	<b>Time:</b>
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](mailto:klewis@orangenj.gov)

Bidders are required to comply with the requirements of N.J.S.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](http://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 **Parts Authority, LLC, 3 Dakota Drive, Suite 110, New Hyde Park, New York 11042 (Northern Branch location at 456 3<sup>rd</sup> Ave West, Newark, New Jersey 07107).**

**WHEREAS**, the City of Orange Township wishes to retain a firm for the purpose **for the purchase of a various automotive parts for 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 \$150,000.00 per year.

**WHEREAS**, the City of Orange Township wishes to retain **Parts Authority, LLC** with offices located at 3 Dakota Drive, Suite 110, New Hyde Park, New York 11042, 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 **Parts Authority, LLC** for the purchase of various automotive parts for 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. **Parts Authority, LLC** 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 **Parts Authority, LLC** 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 **Parts Authority, LLC** 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:

\_\_\_\_\_  
Joyce L. Lanier  
City Clerk

CITY OF ORANGE TOWNSHIP:

\_\_\_\_\_  
Dwayne D. Warren, Esq.  
Mayor

ATTEST:

\_\_\_\_\_

Parts Authority, LLC

\_\_\_\_\_  
3 Dakota Drive, Suite 110  
New Hyde Park, New York 11042

Approved as to Form and Sufficiency

\_\_\_\_\_  
Gracia R. Montilus, City Attorney

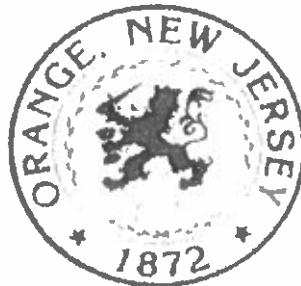


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**THE CITY OF ORANGE TOWNSHIP**

**BID FOR THE**

**PURCHASE  
OF AUTOMOTIVE  
PARTS**



**Marty Mayes, CRP, SRMP, CPWM  
Director of Public Works/Engineering**

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**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:

<b>Item:</b>	<b>Time:</b>
<b>Purchase of Automotive Parts</b>	<b>10:00 a.m.</b>
<b>Vehicle Maintenance &amp; Repairs</b>	<b>10:30 a.m.</b>

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](mailto:klewis@orangenj.gov)

Bidders are required to comply with the requirements of NJSA 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](http://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. Warten, Esq.  
Mayor

Marty Mayes  
Director of Public Works  
(973) 952-6080

# GENERAL CONDITIONS

## INSTRUCTION TO BIDDERS

### General Information

It is the purpose of these General Conditions and Instructions to establish an understanding of the intent of the City of Orange Township to contract the following:

### AUTOMOTIVE PARTS

For the contract period:

FROM: January 1, 2024

THROUGH: 12 or 24 months

Bidders shall be responsible to carefully examine the specifications enclosed herewith as well as the conditions of the bid. Failure to comply with any section of this invitation/notice may be deemed just cause for rejection of the bid as being non-responsive and not meeting specifications.

Sealed proposals will be received at the location and on the date and time stated in the Notice to Bidders, and at that time opened and publicly read aloud. No bids will be accepted beyond the time specified. NO BIDS SHALL BE RECEIVED BY MAIL OR FAX.

### PREPARATION OF BID PROPOSAL

#### 1. Bid Submission:

All bids shall be submitted on the proposals forms furnished herein and shall be enclosed in a sealed envelope with the name of the bidder and the name of the project plainly and clearly marked on the outside as follows:

To: City of Orange Township  
Office of the Director of Public Works  
29 North Day Street  
Orange, New Jersey 07050

Proposal For: AUTOMOTIVE PARTS

#### 2. Bid Opening:

At the time fixed, bids will be opened and read publicly. All bidders or their authorized representatives are to be present.

Time: 10:00 a.m.

Date: Wednesday, January 24, 2024

Place: City of Orange Township

Public Works Conference Room 3rd Floor

29 North Day Street

Orange, New Jersey 07050

### 3. Bid Completion:

The Bidders shall fill in all blank spaces in the bid form using ink or typewriter and sign it in ink. Erasures or other changes in the bid must be explained or noted over the signature of the Bidder. Bids containing any conditions, omissions, unexplained erasures or alternations, or any item not called for in the proposal, or irregularities of any kind, may be cause for rejections by the City.

### 4. Time to Award Contract:

Bids are to remain firm for a period of not less than sixty (60) days. Award or rejection of bids will be made within this period.

### 5. Award of Bid:

The City will award the bid to the entity submitting the highest percentage discount off of the Jobbers Price Sheet for the service as specified in these documents.

### 6. Withdrawal of Bids:

Any bid may be withdrawn on written request received from a bidder prior to the times fixed for the bid opening. No right to withdraw a bid shall exist after the time specified for opening of bids has arrived, or for sixty (60) days thereafter. The bidder shall sign the written request.

### 7. Tax Exemption:

Prices quoted in all bids shall include deliver (FOB destination) and exclusive of all Federal, State or Local taxes from which the City is exempt. The City's tax identification number is 22-6002178.

### 8. Term of Contract:

All contracts are for a period of one (1) or two (2) year commencing from Notice to Proceed with the City effective by resolution of the City Council. All terms and conditions of the contract shall remain the same for the second year.

### 9. Right to Reject Bids:

The City reserves the right to reject any and all bids, to award in part or whole, to waive immaterial defects or informalities in any bid, or to accept substitutes of equal or better quality, where it is deemed to be in the best interest of the City to do so. In the case of a tie bid, the City reserves the right to award the bid to the contractor it determines will best meet the needs of the City.

### 10. U.S. Manufactured Products:

In accordance with N.J.S.A. 40A: 11-18, only products manufactured or farmed in the United States, wherever available, shall be used in connection with this contract.

#### 11. Substitutions:

In order to establish standard of quality, the City, in the detailed specifications, referred to certain products by brand name. This procedure is not to be construed as eliminating from consideration other products of equal or better quality by other manufacturers where fully suitable by design.

All substitution item(s) proposed by a bidder as "approve equal" shall be considered and evaluated by the City, however the burden of proving to the City the equivalency of a product other than the product specified shall be assumed by the bidder. Should the bidder elect to prove such equality and to substitute, the bidder shall document his/her submittal which shall include by is not limited to, submitting on their letterhead, a full and detailed written comparison, listing in detail each and every variation, referring to the paragraph and specification to which the variation will apply; and shall also supply a sample and descriptive data. The contractor is made aware that a general exception cannot be taken for any paragraph or item. Failure by the contractor to submit the above information may be grounds for rejection of the bid.

#### 12. Bid Guarantee:

Each bid must be accompanied by a guarantee which shall be in the amount of 10% of the bid, 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 and must be submitted with proposal.

#### 13. Required Signatures:

The firm, corporate or individual name of the bidder must be signed in the space provided for signatures on the proposal form. In the case of a corporation, the title of the officer signing must be stated, and the signature of said officer must be duly attested and the corporate seal affixed. In the case of a partnership, each partner must sign, or the bid must be accompanied by original evidence of the authority of the bidding partner to act for the full partnership. A corporation not organized in the State of New Jersey must, as a condition to an award of the contract, furnish proof that it has qualified, under the laws of New Jersey, to do business in this State.

#### 14. Technical Questions:

Please address to the Office of Public Works  
Telephone: (973) 952-6078

## **BID REVIEW CRITERIA**

### **1. Qualifications of a Bidder:**

The City reserves the right to make such investigation as it deems necessary to determine the ability of a bidder to perform the work, and the bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any and all such bid if the evidence submitted by or investigation of such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and complete the work contemplated therein.

### **2. Successful Bidder:**

The successful bidder will be the one who submits the highest percentage discount off of the Jobbers Price Sheet for the service as described in the proposal section of this document. The City reserves the right to reject any and all bids and to award in part or whole. The bid will be awarded, provided that in the judgment of the City Council, it is reasonable and in the interest of the City. The award will be made within sixty (60) days from the opening of the bid (s).

### **3. Service To Be Ordered "As Needed":**

Service is to be ordered on an "as needed" basis, but not to the extent that it exceeds contractual limitations.

### **4. Travel Time:**

The City will not be billed, or pay for travel time.

### **5. Delivery Time:**

Bidders must guarantee delivery of parts within two (2) hours from time of order.

## **REQUIRED FORMS**

### **1. Bid Proposal Form**

Bidders are required to complete and submit the enclosed Bid Proposal Form.

### **2. Disclosure Affidavit**

In accordance with P.L. 1977, Chapter 33, all bidders shall submit with the bid a statement setting forth the names and addresses of all stockholders in the corporation, partners in the partnership who own ten percent (10%) or greater interest in the partnership, as the case may be, shall be listed. If the business entity is a sole proprietorship, that information must be provided on the Disclosure Affidavit. This form must be notarized by a person so authorized.

### **3. Non-Collusion Affidavit Form**

Bidders are required to complete the enclosed Non-Collusion Affidavit Form.

### **4. Affirmative Action Form**

Bidders are required to complete the enclosed Affirmative Action Form.

**5. Bid Guarantee**

Each bid must be accompanied by a guarantee which shall be in the amount of 10% of the bid, 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 and must be submitted with proposal.

**6. Hold Harmless Agreement Form**

Bidders are required to submit the enclosed Hold Harmless Agreement Form.

**7. Addenda Acknowledgment of Receipt Form**

Bidders are required to submit the enclosed Addenda Acknowledgment of Receipt Form.

**8. Business Registration Certificate & W-9**

Bidders seeking the award of this contract must be registered with the State of New Jersey pursuant to the Business Registration Act. A certificate showing proof of registration must be included with bid proposal and a copy of an updated W-9.

**9. Consent of Surety**

Bidders are required to complete and submit the enclosed "Consent of Surety" Form.

**10. Disclosure of Contributions to N.J. Election Law Enforcement Commission (ELEC)**

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. 19:44-20.27 if received 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](http://www.elec.state.nj.us).

**11. Pay to Play Forms**

Bidders are required to submit the enclosed Pay to Play Forms

**CITY OF ORANGE TOWNSHIP, NEW JERSEY  
SPECIFICATIONS FOR AUTOMOTIVE PARTS**

**1. BRAKES:**

**A-I Cardone** - Rebuilt Boosters, Bare / Loaded Calipers. Master Cylinders  
**ACDelco** - ABS. Boosters. Calipers, Combination Valves. Disc Pads. Drums, Hydraulics. Rotors.  
Shoes  
**Beck Arnley**- Disc Pads, Disc Pad Kits, Rotors  
**Guardian (mfg. By Wagner)** - Disc Pads, Drums, Rotors. Shoes  
**Motorcraft** - ABS. Disc Pads, Drums, Fluid, Hydraulics, Rotors. Shoes, Studs and Nuts  
**Wagner** - ABS. Disc Pads, Drums, Fluid, Hydraulics, Rotors. Shoes, Studs and Nuts or  
Equivalent

**2. FILTERS:**

**ACDeico** - Air. Fuel and Oil Filters, Breathers. Cabin Air Filters, Transmission Kits  
**A TP** - Cabin Air Filters, Transmission Kits  
**Beck Arnley**- Air. Fuel and Oil Filters. Breathers, Cabin Air Filters. Transmission Kits  
**GKI** - Fuel Filters  
**Group 7** - Air and Oil Filters  
**Motorcraft** - Air. Fuel and Oil Filters, Breathers, Cabin Air Filters, Transmission Kits  
**Purolator** - Air, Fuel and Oil Filters. Breathers or  
Equivalent

**3. ELECTRICAL:**

**A-I Cardone** - Rebuilt Distributors, Window Motors. Wiper Motors  
**ACDelco** - Alternators. Antennas, Batteries. Ignition. Spark Plugs. Starters, Switches. Relays.  
Window Motors. Wiper Motors. Wires  
**Beck Arnley** - Ignition, NGK - Bosch Spark Plugs. Relays, Switches. Wires  
**Champion** - Spark Plugs  
**Denso** - Spark Plugs  
**Motorcraft** - Alternators, Batteries, Distributors, Ignition, Relays. Spark Plugs, Starters, Switches.  
Window Motors. Wiper Motors. Wires  
**OCA** - Import Alternators and Import Starters  
**Pace Setter** - Ignition and Wires  
**Perfection** - Domestic Alternators and Domestic Starters or  
Equivalent

**4. ENGINE:**

**ACDelco** - Timing Belts and Tensioners **Beck  
Arnley** - Timing Belts and Tensioners **Federal  
Mogul**- Engine Bearings  
**FelPro** - Auto, Marine and Performance Gaskets  
**Goodyear** - Timing Belts and Tensioners **Melling** -  
Timing Components  
**Scaled Power** - Engine Components, Rebuilding Kits and Valve Train or  
Equivalent



A-I Cardone - Rebuilt Gear Boxes, Power Cylinders, Power Steering Pumps ACDelco - Bearings, Chassis, Seals. Remanufactured Transmissions, Shocks, Struts ARI - Rack and Pinion. Remanufactured Flywheels  
ATP - Automatic Transmission Parts, Clutch Forks, Flywheels. Rebuilding Kits, Ring Gears BCA - Bearings  
Beck Arnley - Bearings, CV Boots, Motor Mounts, Seals  
Drive Plus - Remanufactured CV Shafts  
Monroe - Shocks and Struts  
Moog - Chassis and Coil Springs  
Motorcraft - CV Boots, CV Joints, Power Steering Pumps, Rack and Pinion, Remanufactured CV Shafts, Steering Gear Boxes, Shocks, Struts  
National- Seals  
Omega - Power Steering Hoses and Rebuilding Kits  
Precision - CV Boots and U-Joints  
Professionals Choice (mfg. By Moog) - Chassis PTC - Bearings  
Rhino Pac - New Clutch Sets  
Westar - Motor and Transmission Mounts or Equivalent

**6. Exhaust:**

Eastern Manufacturers - Catalytic Converters Merit  
- Complete Line of Exhaust or Equivalent

**7. Fuel and Emissions:**

A-I Cardone - ECM's, Smog Pumps, Vacuum Pumps  
ACDelco - Complete Line of Emissions, ECM's, Fuel Injection, Fuel Pumps, Fuel Tank Sending Units  
Airtex - Fuel Pumps  
Beck Arnley - Fuel Injection and Fuel Pumps  
Micro-Tech - ECM's  
Motorcraft - Complete Line of Emissions and Fuel Injection  
Niehoff - Emissions and Fuel Injection  
Tomeo - Carburetor Parts, Emissions, Fuel Injection and Rebuilt Carburetors or Equivalent

**8. Heating and Cooling:**

A-I Cardone - Rebuilt Water Pumps  
ACDelco - Air Conditioning, Belts, Heating, Hoses, Radiators, Thermostats, Water Pumps Airtex - Water Pumps  
Beck Arnley - Water Pumps  
Everco - Air Conditioning and Heating  
Goodyear - Belts and Hoses  
Motorad - Gas Caps, Radiator Caps, Thermostats  
Motocraft - Air Conditioning, Belts, Heating, Hoses, Thermostats, Water Pumps or Visteon - Radiators or Equivalent

**9. Snow Plow Parts:**

Meyer - E58 Assembly, Plow Pins, Blades,  
Western - Plow Pins, Blades or  
Equivalent

**10. Other Parts: (Based on make/model of vehicle and/or equipment)**

King Pin Sets; Pump Assembly; Tire Chains, Control Assembly; Brake Kits; Shock Absorbers;  
Muffler Assembly; Condenser Assembly; Shaft Assembly; Module or equivalent

**CITY OF ORANGE TOWNSHIP DEPARTMENT OF PUBLIC WORKS  
AUTOMOTIVE PARTS  
BID PROPOSAL SHEETS**

Description of Items/Service Being Bid: **AUTOMOTIVE PARTS**

Percentage Discount of Parts off of Jobbers Price Sheet: 30 % *pr*

The undersigned is a (Corporation) **LLC**  
(Partnership) under the laws of the State of Delaware  
(Individual)

Its principal office at 3 Dakota Dr Ste 110, New Hyde Park NY 11042

Company Name: Parts Authority LLC Federal Tax I.D. or Soc. Sec.# 81-2962479

Address: 3 Dakota Dr Ste 110,

City, State, Zip: New Hyde Park NY 11042

Signature of Authorized Agent: *Dave Curtis LaBarre* Date: 01/22/2024

Type or Print Name: Dave LaBarre Tel: 410-789-6571 x7532

# STOCKHOLDER DISCLOSURE CERTIFICATION

This Statement Shall Be Included with Bid Submission

NAME OF BUSINESS Parts Authority LLC

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: PAI Holdco *Dave Curtis LaBarre*

Name: \_\_\_\_\_

Home Address: 3 Dakota Dr Ste 110  
New Hyde Park, NY 11042

Home Address: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Address: \_\_\_\_\_

\_\_\_\_\_

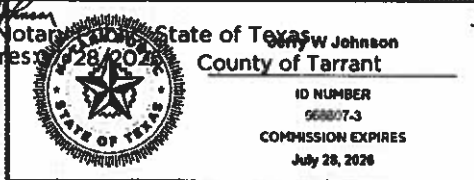
\_\_\_\_\_

Subscribed and sworn before me this 22nd day of  
January 2024

(Affiant)

(Notary Public) *Jerry W Johnson*  
Jerry W Johnson, Notary Public, State of Texas  
My Commission expires 7/28/2026  
County of Tarrant

**Dave LaBarre, Gov't Sales Manager**  
(Print Name & Title of Affiant)  
(Corporate Seal)



Notarized online using audio-video communication

**CITY OF ORANGE TOWNSHIP**

(TO BE COMPLETED AND RETURNED WITH BID)

**NON-COLLUSION AFFIDAVIT**

State of ~~New Jersey~~ <sup>Texas</sup>  
County of Tarrant

ss:

I, Dave LaBarre residing in Bel Air  
(Name of Affiant) (Name of Municipality)

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

I am Gov't Sales Manager of the firm of Parts Authority LLC  
the bidder making this Proposal for the bid proposal entitled  
Purchase of Auto Parts, and that I executed the said proposal with full authority to do  
(Title of bid proposal)

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 Parts Authority LLC relies upon the  
(Name of Contracting Unit)

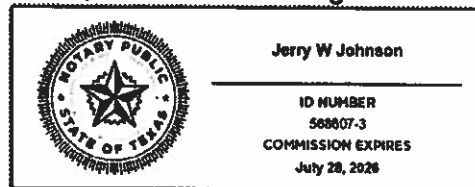
truth of the statements contained in said proposal and in the statements contained in this affidavit in  
awarding the contract for the said project.

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  
Parts Authority LLC.

Subscribed and sworn to  
Before me this  
22nd January 2024

Dave Curtis LaBarre  
Type or print name of affiant under signature  
Dave LaBarre, Gov't Sales Manager

Jerry W Johnson  
Jerry W Johnson County of Tarrant  
Notary Public of Notary Public, State of Texas  
My Commission expires 07/28/2026 20



Notarized online using audio-video communication

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: Parts Authority LLC

Signature: \_\_\_\_\_

*Dave Curtis LaBarri*

Title: Gov't Sales Manager

**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:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

Vendor Signature: *Dave Curtis LaBarre* Date: 01/22/2024

## **AMERICANS WITH DISABILITIES ACT OF 1990** **Equal Opportunity for Individuals with Disability**

The **CONTRACTOR** and the **OWNER** do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the **OWNER** pursuant to this contract, the **CONTRACTOR** agrees that the performance shall be strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the **CONTRACTOR**, shall defend the **OWNER** in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the **OWNER**, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The **CONTRACTOR** shall, as its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the **OWNER** grievance procedure, the **CONTRACTOR** agrees to abide by any decision of the **OWNER** which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the **OWNER** or if the **OWNER** incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the **CONTRACTOR** shall satisfy and discharge the same at its own expense.

The **OWNER** shall, as soon as practicable after a claim has been made against it, give written notice thereof to the **CONTRACTOR** along with full and complete particulars of the claim. If any action or administrative proceedings is brought against the **OWNER** or any of its agents, servants, and employees, the **OWNER** shall expeditiously forward or have forwarded to the **CONTRACTOR** every demand, complaint, notice, summons, pleading, or other process received by the **OWNER** or its representatives.

It is expressly agreed and understood that any approval by the **OWNER** of the services provided by the **CONTRACTOR** pursuant to this contract will not relieve the **CONTRACTOR** of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the **OWNER** pursuant to this paragraph.

It is further agreed and understood that the **OWNER** assumes no obligation to indemnify or save harmless the **CONTRACTOR**, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the **CONTRACTOR** expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the **CONTRACTOR'S** obligations assumed in this Agreement, nor shall they be construed to relieve the **CONTRACTOR** from any liability, nor preclude the **OWNER** from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.



(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

**Parts Authority LLC**  
(Contractor)

**3 Dakota Dr Ste 110, New Hyde Park NY 11042**  
Address (not a post office box)

**718-740-4455 ext 7532**  
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 22nd day of January 2024

**Parts Authority LLC**

Name of Bidder

*Dave Curtis LaBarre*

Authorized signature and title

**Dave LaBarre, Gov't Sales Manager**

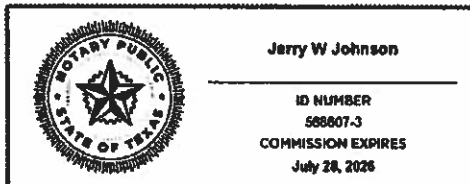
Print - Authorized signature and title

Subscribed and sworn to

Before me this 22nd day of January 2024

*Jerry W Johnson*  
Jerry W Johnson  
Notary Public, State of Texas  
Signature of Notary County of Tarrant

My Commission expires 07/28/2026 20



Notarized online using audio-video communication

**(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:

<u>Addendum Number</u>	<u>Dated</u>
<u>none</u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>

Acknowledged for: Parts Authority LLC  
(Name of Bidder)

By: Dave Curtis LaBarre  
(Signature of Authorized Representative)

Name: Dave LaBarre

Title: Gov't Sales Manager

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

---

**To:**

**Re:**

---

- 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.

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bond Number: 60124-Hartford-24-01

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)

Parts Authority LLC

3 Dakota Drive, Suite 110

New Hyde Park, NY 11042

**OWNER:**

(Name, legal status and address)

City of Orange Township

Office of the Director of Public Works

29 North Day Street

Orange, NJ 07050

**SURETY:**

(Name, legal status and principal place of business)

Hartford Fire Insurance Company

One Hartford Plaza

Hartford, CT 06115

State of Inc:

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**BOND AMOUNT:** Ten Percent of Amount Bid not to exceed Twenty Thousand and 00/100 (10% NTE \$20,000.00)

**PROJECT:**

(Name, location or address, and Project number, if any)

Purchase of Automotive Parts

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 22nd day of January, 2024

(Witness)

Rachel A. Chauvat  
(Witness)

(Principal)

(Title)

(Surety)

(Title)

Parts Authority LLC

[Signature] Gov. & Sales Mgr. (Seal)

Hartford Fire Insurance Company

[Signature] Sarah Major, Attorney-in-Fact (Seal)

SURETY ACKNOWLEDGMENT

STATE OF Tennessee  
COUNTY OF Knox

On this 22nd day of January in year 2024 Before me personally come(s) Sarah Major to me known, who, being by me duly sworn, deposes and says that same resides in Knoxville, TN that same is the Attorney-in-Fact of the Hartford Fire Insurance Company the corporation described in and which executed the foregoing instrument; that same knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that same signed the name thereto by like order.



(Signature of Notary taking acknowledgment)

Lori A. Wright  
Lori A Wright

My Commission Expires: May 1, 2027

CORPORATE ACKNOWLEDGMENT

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_ In the year \_\_\_\_\_ before me personally come(s) \_\_\_\_\_ to me known, who, being by me duly sworn, deposes and says that same resides in \_\_\_\_\_ that same is the \_\_\_\_\_ of the \_\_\_\_\_ the corporation described in and which executed the foregoing instrument; that same knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that same signed the name thereto by like order.

(Signature of Notary taking acknowledgment)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of \_\_\_\_\_  
County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me personally come(s) \_\_\_\_\_ to me known, who, being by me duly sworn, deposes and says that same resides in \_\_\_\_\_ that same is the \_\_\_\_\_ of the \_\_\_\_\_ the Limited Liability Company described in and which executed the foregoing instrument; that same knows the seal of the said corporation; that the seal affixed to the said instrument; and that same authorized under the Articles of Organization and the Operating Agreement as amended and in effect this date to execute the forgoing instrument and so bind the Limited Liability Company.

(Signature of Notary taking acknowledgment)

TO BE COMPLETED AND RETURNED WITH BID

## CONSENT OF SURETY

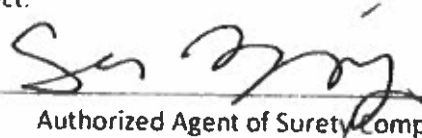
A performance bond will be required from the successful bidder on this project, and consequently, all bidders shall submit, with their bid, a certificate in substantially the following form:

TO: City of Orange Township - Office of the Director of Public Works  
(Owner)

RE: Parts Authority LLC  
(Contractor)

Purchase of Automotive Parts  
(Project Description)

This is to certify that the Hartford Fire Insurance Company is licensed to  
(Surety Company)  
Conduct business in the state of New Jersey and will provide to Parts Authority LLC  
(Contractor)  
a performance bond in the full amount of awarded contract in the event that said contractor is  
awarded a contract for the above project.



Authorized Agent of Surety Company  
Sarah Major, Attorney-in-Fact

**CERTIFICATE OF SURETY MUST BE SIGNED BY AN AUTHORIZED AGENT OR REPRESENTATIVE OF A SURETY COMPANY AND NOT BY THE INDIVIDUAL OR COMPANY SUBMITTING THE BID**

**SURETY DISCLOSURE STATEMENT AND CERTIFICATION**

**pursuant to N.J.S. 2A:44-143**

(for use when surety(ies) have a certificate from U.S. Secretary of the Treasury in accordance with 31 U.S.C. Sec. 9305)

Hartford Fire Insurance Company

surety(ies) on the attached bond, hereby certifies(y) the following:

1. The surety(ies) meets the applicable capital and surplus requirements of R.S.17:17-6 or R.S.17:17-7 as of the surety's most current annual filing with the New Jersey Department of Insurance.
2. The capital and surplus, as determined in accordance with the applicable laws of this State, of the surety(ies) participating in the issuance of the attached bond is (are) in the following amounts as of the mid- year ended on June 30, 2022, which amounts are set forth in a consolidated quarterly statement on file with the New Jersey Department of Insurance and certified by Deloitte & Touche, LLP, 185 Asylum Street – 33<sup>rd</sup> Floor, Hartford, CT 06103:

<u>Surety Company</u>	<u>Capital</u>	<u>Surplus</u>	<u>Capital and Surplus</u>
Hartford Fire Insurance Company	\$55,320,000	\$11,475,596,884	\$ 11,530,916,884

3. With respect to each surety participating in the issuance of the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. Sec. 9305, the underwriting limitation established therein and the date of which that limitation was effective is as follows:

Hartford Fire Insurance Company	\$ 1,174,335,000	July 1, 2022
---------------------------------	------------------	--------------

4. The amount of the bond to which the Statement and Certification is attached is \$ 10% NTE \$20,000.00

**CERTIFICATE**

I, Joelle L. LaPierre, as Assistant Vice President for Hartford Fire Insurance Company, a corporation domiciled in Connecticut, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements made by me are false, this bond is VOIDABLE.



Joelle L. LaPierre  
Assistant Vice President

DATED: 01/22/2024

# HARTFORD FIRE INSURANCE COMPANY

Hartford, Connecticut  
 Financial Statement, June 30, 2022  
 Statutory Basis

ASSETS		LIABILITIES	
U.S. Government Bonds .....	\$ 1,082,379,026	Reserve for Claims	\$
Bonds of Other Governments .....	163,966,256	and Claim Expense.....	10,251,108,862
Miscellaneous Bonds .....	6,809,463,661	Reserve for Unearned Premiums .....	2,332,867,669
Stocks .....	6,074,174,397	Reserve for Taxes, License	
Short Term Investments .....	27,086,261	and Fees .....	20,552,694
	<u>\$ 14,137,061,601</u>	Miscellaneous Liabilities .....	1,366,357,196
		<b>Total Liabilities .....</b>	<b>\$ 13,990,886,621</b>
Real Estate .....	\$ 305,279,827	Capital Paid In \$	55,320,000
Cash .....	85,933,940	Surplus .....	<u>11,475,586,884</u>
Agents' Balances (Under 90 Day) .....	3,351,957,284	Surplus as regards Policyholders.....	\$ 11,530,916,884
Other Invested Assets .....	4,173,754,949	<b>Total Liabilities, Capital</b>	
Miscellaneous .....	3,467,785,924	<b>and Surplus .....</b>	<b>\$ 26,621,803,606</b>
<b>Total Admitted Assets .....</b>	<b>\$ 26,621,803,606</b>		

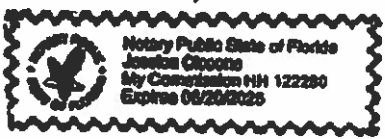
STATE OF FLORIDA  
 SEMINOLE COUNTY  
 CITY OF LAKE MARY

} ss.

Joelle L. LaPierre, Assistant Vice President and Shelby Wiggins, Assistant Secretary of the Hartford Fire Insurance Company, being duly sworn, each deposes and say that the foregoing is a true and correct statement of the said company's financial condition as of June 30, 2022.

Subscribed and sworn to before me this  
 11th day of August, 2022.

\_\_\_\_\_  
 Notary Public



*Joelle L. LaPierre*  
 \_\_\_\_\_  
 Joelle L. LaPierre, Assistant Vice President

*Shelby Wiggins*  
 \_\_\_\_\_  
 Shelby Wiggins, Assistant Secretary



# POWER OF ATTORNEY

Direct Inquiries/Claims to:

**THE HARTFORD**

BOND, T-11

One Hartford Plaza

Hartford, Connecticut 06155

[Bond.Claims@thehartford.com](mailto:Bond.Claims@thehartford.com)

call: 888-266-3488 or fax: 860-757-8835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: MARSH USA LLC

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited :

Sarah Major

of

Knoxville, TN

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Shelby Wiggins*

Shelby Wiggins, Assistant Secretary

*Joelle L. LaPierre*

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



*Jessica Ciccone*

Jessica Ciccone  
My Commission NH 122180  
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of January 22, 2024

Signed and sealed in Lake Mary, Florida.



*Keith D. Dozois*

Keith D. Dozois, Assistant Vice President

**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.19:5-4, 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 candidates 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

**Parts Authority LLC** (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
PAI Holdco	3 Dakota Dr Ste 110, New Hyde Park NY 11042



**Part 3 – Signature and Attestation:**

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

I and/or the

Name of Business Entity: **Parts Authority LLC**

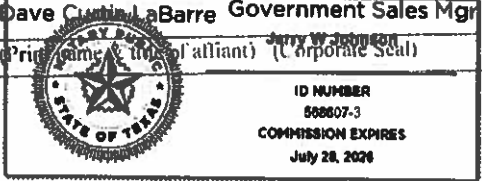
Signed: **Dave Curtis LaBarre** title: **Gov't Sales Manager**

Print Name: **Dave LaBarre** Date: **01/22/2024**

Subscribed and sworn before me the 22nd day of January, 2024  
*Jerry W Johnson*  
 Jerry W Johnson Notary Public, State of Texas  
 My Commission expires: 07/28/2026 County of Tarrant

**Parts Authority LLC**  
 (Affiant)  
**Dave Curtis LaBarre** Government Sales Mgr  
 Print Name & Title of Affiant (Corporate Seal)

Notarized online using audio-video communication



**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	DL
X	A certificate from a surety company, pursuant to N.J.S.A. 40A:11-22	DL
X	A statement of corporate ownership, pursuant to N.J.S.A. 52:25-24.2	DL
	A listing of subcontractors as required by N.J.S.A. 40A:11-16	DL
X	If applicable, bidder's acknowledgement of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications or bid document	DL
	Public Works Contractor's Registration Act Certificate or copy of application submitted in the last thirty (30) days	DL
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".	DL
X	Business Entity Disclosure Certification "Pay-To-Play Law, pursuant to P.L. 2004, c.19 as amended by P.L. 2005, c.51	DL
	Disclosure of Investment Activities in Iran, pursuant to P.L. 2012, c.25	DL

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)
X	Submission of a Non-Collusion Affidavit (this form must be notarized)	✓
	Section II Technical Specification With Bidder's compliance Acknowledged and checked	
X	Affirmative Action Affidavit	✓
X	Hold Harmless Agreement	✓
X	Affirmative Action Questionnaire	✓
X	Completed and signed proposal pages	✓

Required with Submission of Bid (Owner's checkmarks)		Initial Each Item Submitted with Bid (Bidder's Initials)
	Prevailing Wage Affidavit	DL
	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: Parts Authority LLC By Authorized Representative: Dave LaBarre

Signature: Dave Curtis LaBarre Print Name and Title: Dave LaBarre, Gov't Sales Manager

Date: 01/22/2024



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** PARTS AUTHORITY, LLC

**Trade Name:**

**Address:** 120 CENTURY AVE STE 130  
KEARNY, NJ 07032

**Certificate Number:** 2093229

**Effective Date:**

**Date of Issuance:** November 20, 2023

**For Office Use Only:**

20231120130641655

Certification 59728

# 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 - MAR - 2023** to **15 - MAR - 2026**



PARTS AUTHORITY, LLC  
3 DAKOTA DRIVE, SUITE 110  
NEW HYDE PARK NY 11042

Handwritten signature of Elizabeth Maher Muoio in cursive.

ELIZABETH MAHER MUOIO  
State Treasurer



## How to Verify This Transaction

Every Proof transaction is recorded and saved for a minimum of five years. Whether you receive an electronic or printed paper copy of a Proof document, you can access details of the transaction and verify its authenticity with the information below.

To get started, visit [verify.proof.com](https://verify.proof.com) and enter this information:

<b>Access ID:</b>	W8XYNDEM
<b>Access PIN:</b>	YVFJY2

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For more information on how to verify Proof transactions, please visit: [support.proof.com](https://support.proof.com)