

RESOLUTION

No.

24-507

Date of Adoption

DEC 05 2024

Approved as to Form and Legality

WELSEY BRIDGES, ESQ., DIRECTOR OF LAW

Factual content certified by

STEVE E. WILSON, DIRECTOR OF POLICE

Councilman /woman

presents the following Resolution:

SPONSORED BY:

RESOLUTION AUTHORIZING A CONTRACT AWARDED TO MULTIPLE VENDORS FOR THE PURCHASE OF AUTO PARTS AND ACCESSORIES FOR THE CITY OF TRENTON, DEPARTMENT OF POLICE; AWARDED THROUGH NEW JERSEY STATE CONTRACT #T-2761 #86011 ON AN AS NEEDED BASIS IN AN AMOUNT NOT TO EXCEED \$65,000.00 FROM DATE OF AWARD TO FEBRUARY 25, 2025

WHEREAS, The Department of Administration, Division of Purchasing has reviewed and verified New Jersey State Cooperative Purchasing Program #T-2761 #86011 for the purchase of Auto Parts and Accessories awarded to Multiple Bidders for the Trenton Police Department. The State of New Jersey has awarded this contract to Fred Beans Auto Parts, 131 Doyle Street, Doylestown, Pennsylvania 18901, Eastern Auto Parts Warehouse, 146 Loomis Avenue, Trenton, New Jersey 08610 and C&M Auto Parts, 610 Plum Street, Trenton, New Jersey 08648 as the requirement of the City of Trenton, Department of Police. The State of New Jersey has awarded this contract from February 26, 2024, to February 25, 2025; and

WHEREAS, N.J.S.A. 40A:11-12 (a) permits the City of Trenton to purchase items and provide services without the necessity of competitive bidding under the State of New Jersey Cooperative Purchasing Program; and

WHEREAS, the City of Trenton, Department of Police has a need to purchase of Auto Parts and Accessories for the City of Trenton, Department of Police; awarded to Fred Beans Auto Parts, 131 Doyle Street, Doylestown, Pennsylvania 18901, Eastern Auto Parts Warehouse, 146 Loomis Avenue, Trenton, New Jersey 08610 and C&M Auto Parts, 610 Plum Street, Trenton, New Jersey 08648 through New Jersey State Contract Cooperative Purchasing Program #T-2761 #86011 on an as needed basis in an amount not to exceed \$65,000.00; and

WHEREAS, funds in an amount not to exceed \$65,000.00 for the purchase of Auto Parts and Accessories have been certified to be available in the following account number: 4-01-50-5000-265 (\$16,000.00) and 5-01-50-5000-265 (\$49,000.00) contingent upon the temporary/final adoption of CY'2024 budget. This contract shall be awarded from date of award to February 25, 2025.

NOW, THEREFORE, IT IS RESOLVED, by the City Council of the City of Trenton as follows:

1. The Purchasing Agent is hereby authorized to execute a purchase order to Fred Beans Auto Parts, 131 Doyle Street, Doylestown, Pennsylvania 18901, Eastern Auto Parts Warehouse, 146 Loomis Avenue, Trenton, New Jersey 08610 and C&M Auto Parts, 610 Plum Street, Trenton, New Jersey 08648 on an as needed basis in an amount not to exceed \$65,000.00 for the purchase of Auto Parts and Accessories for the City of Trenton, Department of Police.
2. The contract is awarded without competitive bidding pursuant to N.J.S.A.40A:11-12(a) of the Local Public Contracts Law.

TION:	MO				SECOND									
	Aye	Nay	Abstain	Absent	GONZALEZ	Aye	Nay	Abstain	Absent	FELICIANO	Aye	Nay	Abstain	Absent
EDWARDS	✓													
FIGUEROA	✓													
KETTENBURG	✓													
FRISBY	✓													

This Resolution was adopted at a Meeting of the City Council of the City of Trenton on

DEC 05 2024

President of Council

City Clerk

A G R E E M E N T
C I T Y O F T R E N T O N , N E W J E R S E Y

STATE CONTRACT # T-2761 #86011
FOR THE PURCHASE OF AUTO PARTS AND ACCESSORIES FOR THE CITY OF TRENTON, DEPARTMENT
OF POLICE AWARDED TO FRED BEANS
RES. NO. 24-507

This Agreement, entered into this **6TH Day of DECEMBER 2024** between the City of Trenton, a municipal corporation of the State of New Jersey, **319 EAST STATE STREET, TRENTON, NEW JERSEY 08608** ('CITY') and **FRED BEANS AUTO PARTS, 131 DOYLE STREET, DOYLESTOWN, PENNSYLVANIA 18901** ("Contractor"), witnesseth that:

WHEREAS, Contractor has bid, proposed or offered to furnish and deliver to the City the materials, supplies and/or goods to perform the services described below **IN AN AMOUNT NOT TO EXCEED \$65,000.00 SPLIT BETWEEN VENDORS FROM DATE OF AWARD UNTIL FEBRUARY 25, 2025**.

FIRST, Contractor, under the penalty expressed in the bond hereinafter mentioned, will furnish, supply and deliver to the City of Trenton the following materials, supplies or services as authorized by:

**RESOLUTION AUTHORIZING A CONTRACT AWARDED TO MULTIPLE VENDORS FOR THE PURCHASE
OF AUTO PARTS AND ACCESSORIES FOR THE CITY OF TRENTON, DEPARTMENT OF POLICE;
AWARDED THROUGH NEW JERSEY STATE CONTRACT #T-2761 #86011 ON AN AS NEEDED BASIS
IN AN AMOUNT NOT TO EXCEED \$65,000.00 FROM DATE OF AWARD TO FEBRUARY 25, 2025**

B. The contract shall submit with contracts with the following:

UPDATED CERTIFICATE OF INSURANCE WITH SIGNED CONTRACTS

Such performance by contractor shall be in strict accordance with the terms and conditions of the bid specifications, the bid response and the authorizing resolution, which are included above and is incorporated by reference,. Additionally, Contractor will furnish good and ample security in a sum equal to the said contract price for the said articles and services.

SECOND. The City of Trenton will pay Contractor the total sum mentioned herein when the appropriate Department Director has executed a certification that the said articles or services have been furnished, delivered and accepted in full conformity to the aforementioned specifications and offer or proposal.

THIRD. The City of Trenton reserves the right to order a greater or lesser quantity, not to exceed twenty-five percent, of any or all of the articles named in the said offer or proposal than is stated therein, and it is distinctly agreed between the said parties that the price quoted in the offer or proposal of Contractor shall be regarded as a standard of prices, and the total sum mentioned herein as the consideration of this contract shall not be regarded as limiting the right of the City of Trenton to order such greater or lesser quantity.

FOURTH. In the event of the failure of Contractor to deliver to the City of Trenton, such articles or perform such work or labor as described in such quantities as ordered at the time stated for such delivery by the City of Trenton, or in the event that such articles as are delivered or work and labor performed do not meet the specifications or standards, as established by the City of Trenton for such articles or acceptance of such work and labor, then such delivery shall be rejected by telephone or written notice to the Agent or address indicated by the Contractor and by simultaneous and like notice to his surety. Additionally, if Contractor or his surety does not cure the default within the time set by the said Agent on behalf of the City of Trenton, then the said Agent on behalf of the City, shall have the right to procure such services or purchase such articles in their place and stead in the open market as are needed for replacement, and from the best source available in the judgment of the said Agent and to charge the expense of such articles or work performed to Contractor and to deduct the amount thereof from any moneys due or to become due to Contractor by virtue of this agreement. Provided, however, that the surety on the bond of Contractor for the faithful performance of this agreement shall be first notified of the necessity for such replacement, and given the same time allowance for such replacement as is given Contractor.

FIFTH. This contract shall not be amended, assigned or subcontracted without the consent of the City of Trenton in writing (if the total compensation payable thereunder shall thereby exceed \$2,500.00, approval by Resolution of the Governing Body shall be required), and any breach of this covenant shall authorize the

City of Trenton, by its said Agent, to declare this contract null and void and to refuse to make any further payments thereunder to Contractor.

SIXTH. In case of any conflict between the provisions of this agreement and of any of the provisions of the specifications, the latter shall govern and control.

Applicable for Public Construction Contracts Only: "Dispute Resolution Procedures (N.J.S.A. 40A:11-50). Disputes arising under this contract shall be subject to mediation or non-binding arbitration at the sole discretion of the City of Trenton, before a construction industry mediator or arbitrator or panels thereof. The City of Trenton shall have the right to select a third party to mediate any disputes arising under this agreement and the mediation shall be conducted informally in a manner decided upon by the mediator".

SEVENTH. Contractor hereby agrees to pay all workmen as a minimum the prevailing wages rate in accordance with Chapter 150 of the New Jersey Laws of 1963, Prevailing Wages on Public Contracts and U.S. Department of Labor Wage Rates with the higher rate for any given occupation being the governing rate, and N.J.S.A. 10:2-1 et seq., prohibiting discrimination in employment on public contracts.

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

a. 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, or sex. CONTRACTOR will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. (N.J.S.A. 10:5-33; N.J.A.C. 17:27-3.4)

b. CONTRACTOR or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation, disability, nationality or sex. (N.J.S.A. 10:5-33; N.J.A.C. 17:27-3.4)

c. CONTRACTOR or subcontractor where applicable, will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of CONTRACTOR's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (N.J.S.A. 10:5-33; N.J.A.C. 17:27-3.4)

d. CONTRACTOR or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time. (N.J.A.C. 17:27-3.4)

Note: A public works contract for a subcontractor with a total work force of four or fewer employees or for a contractor or subcontractor performing under an existing Federally approved or sanctioned affirmative action program shall contain as mandatory language only paragraphs a, b, and c above, and the contract shall not contain any other mandatory language prescribed by N.J.A.C. 17:27-3.4) (c)

e. All bidders and all contractors who are negotiating for a procurement or service contract with the public agency which is not subject to a federally approved or sanctioned affirmative action program are required to submit to the public agency, prior to or at the time the contract is submitted for signing by the public agency (in accordance with N.J.A.C. 17:27-4.3 promulgated by the Treasurer pursuant to P.L. 1975, c. 127), one of the following three documents:

1. Appropriate evidence that the contractor is operating under an existing federally approved or sanctioned affirmative action program; or

2. A certificate of employee information report approval issued in accordance N.J.A.C. 17:27-4; or

3. An initial employee information report consisting of forms provided by the affirmative action office and completed by the contractor in accordance with N.J.A.C. 17:27-4. (N.J.A.C. 17:27-3.3) (a)

f. CONTRACTOR or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the affirmative action office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time. (N.J.A.C. 17:27-5.3)(a) (1)

g. CONTRACTOR or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, gender identity or expression, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices. (N.J.A.C. 17:27-5.3) (a) (2)

h. 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. (N.J.A.C. 17:27-5.3) (a) (3)

i. 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, creed, color, national origin, ancestry, marital status or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. (N.J.A.C. 17:27-5.3) (a) (4)

j. CONTRACTOR agrees that in the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity, or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates. (N.J.S.A. 10:2-1) (a)

k. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex. (N.J.S.A. 10:2-1) (b)

l. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract. (N.J.S.A. 10:2-1) (c)

m. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract. (N.J.S.A. 10:2-1) (d)

n. The parties of this contract do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4, dealing with discrimination in employment on public contracts, and the rules and regulations

promulgated pursuant thereto, are hereby made a part of this contract and are binding upon them. (N.J.A.C. 13:6-1.1)

o. Contractor and subcontractor agree and guarantee to afford equal opportunity in performance of the contract and, except with respect to affectional or sexual orientation, and gender identity or expression in accordance with an affirmative action program approved by the State Treasurer. (N.J.S.A. 10:5-32 and 10:5-35) (a)

p. The parties of this contract do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. Section 12101 et seq., which prohibits discrimination on the basis of disability by public entities in all services programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. The contractor agrees to conduct all activities in compliance with the provisions of Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and the U.S. Department of Labor's regulations at 29 CFR Parts 31, 32 and 34.

Contractor shall cooperate with any state or federal reviews aimed at determining compliance with nondiscrimination laws and regulations authorized by State Law and expressly specified herein.

IN WITNESS WHEREOF, the City of Trenton has caused this agreement to be signed by the Mayor of the City of Trenton and its corporate seal to be hereto affixed, attested by the City Clerk, and Contractor has likewise caused this agreement to be executed the day and year first above written.

Attest: 
Brandon L. Garcia, Municipal Clerk

Date

CITY OF TRENTON

W. Reed Gusciola, Mayor

Date

and

FRED BEANS AUTO PARTS, 131 DOYLE STREET, DOYLESTOWN, PENNSYLVANIA 18901

Attest: 

Secretary


President

Date

07 FEB 25



State of New Jersey

PHILIP D. MURPHY
Governor

TAHESHA L. WAY
Lt. Governor

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PROCUREMENT BUREAU
33 WEST STATE STREET
P. O. Box 230
TRENTON, NEW JERSEY 08625-0230
<https://www.njstart.gov>

ELIZABETH MAHER MUOIO
State Treasurer

AMY F. DAVIS
Acting Director

AMENDMENT #8

T-2761

BID SOLICITATION #13-X-22600

TO: All Using Agencies and
Cooperative Purchasing Participants

DATE: February 22, 2024

FROM: Nicholas Mele, Analyst Trainee, Commodities Fleet Unit

SUBJECT: Non-OEM Automotive Parts and Accessories for Light Duty Vehicles (Class 4 or Lower,
15,000 lb. GVWR or Less) – One Year Contract Extension

CONTRACT PERIOD: Original: February 26, 2014 to February 25, 2017
1st Extension Period: February 26, 2017 to February 25, 2018
2nd Extension Period: February 26, 2018 to February 25, 2019
3rd Extension Period: February 26, 2019 to February 25, 2020
4th Extension Period: February 26, 2020 to February 25, 2021
5th Extension Period: February 26, 2021 to February 25, 2022
6th Extension Period: February 26, 2022 to February 25, 2023
7th Extension Period: February 26, 2023 to February 25, 2024
8th Extension Period: February 26, 2024 to February 25, 2025

Please be advised that the following Contracts have been extended through February 25, 2025 at the same pricing, terms, conditions and specifications:

Contractor	Contract Number
Parts Authority LLC	20-FLEET00984
C&M Autoparts LLC	24-FLEET-61971
Brunos Inc.	85991
Samuels Inc.	85992
Burlington County Auto Parts Inc.	85994
Fred Beans Parts Inc.	85995

United Motor Parts Inc.	85998
Superior Distributors Co Inc.	85999
GSAC Corp T/A Auto Parts Connection	86003
Tonsa Automotive Corp	86004
Freehold Ford Inc	86005
Al's On Line Auto Parts Inc	86008
Eastern Warehouse Distributors Inc.	86011
Kimball Midwest	86013

The following Contract will be extended but set to "Pay Only" status pending completion of a Contract Assignment:

Contractor	Contract Number
Automotive Brake Co.	86000

The following Contract will be allowed to expire in NJSTART:

Contractor	Contract Number
Auto Plus Auto Parts	85996

Please attach this Amendment to your current Notice of Award.



State of New Jersey

PHILIP D. MURPHY
Governor

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<https://www.njstart.gov>

ELIZABETH MAHER MUOIO
State Treasurer

SHEILA Y. OLIVER
Lt. Governor

AMY F. DAVIS ESQ.
Acting Director

AMENDMENT #7

T-2761

SOLICITATION #13-X-22600

TO: All Using Agencies and
Cooperative Purchasing Program Participants

DATE: February 22, 2023

FROM: Geoff Longmuir, Analyst Trainee, Commodities Fleet Unit

SUBJECT: Non-OEM Automotive Parts and Accessories for Light Duty Vehicles (Class 4 or Lower, 15,000 lb. GVWR or Less) - One (1) Year Blanket P.O. Extension

CONTRACT PERIOD: Original Term: February 26, 2014 to February 25, 2017
1st Extension: February 26, 2017 to February 25, 2018
2nd Extension: February 26, 2018 to February 25, 2019
3rd Extension: February 26, 2019 to February 25, 2020
4th Extension : February 26, 2020 to February 25, 2021
5th Extension : February 26, 2021 to February 25, 2022
6th Extension : February 26, 2022 to February 25, 2023
7th Extension : February 26, 2023 to February 25, 2024

Please be advised that the following Blanket P.O.s have been extended for a period of one (1) year, through February 25, 2024, at the same pricing, terms, conditions and specifications:

Contractor	Blanket P.O. Number
C & M Auto Parts Inc.	86059
Kimball Midwest	86013
Eastern Warehouse Distributors Inc.	86011
Al's On Line Auto Parts Inc.	86008
Freehold Ford Inc.	86005
Tonsa Automotive Corp	86004
GSAC Corp T/A Auto Parts Connection	86003
Superior Distributors Co Inc.	85999
United Motor Parts Inc.	85998
Auto Plus Auto Parts.	85996
Burlington County Auto Parts	85994
Samuels Inc.	85992

Brunos Inc.	85991
Parts Authority LLC	20-FLEET-00984

The following Contractors have not yet responded to the extension request. As such, the following Blanket P.O.s will be allowed to expire in NJSTART, until the extension letters have been signed and submitted:

Contractor	Blanket P.O. Number
Automotive Brake Co	86000
Fred Beans Parts Inc.	85995

Please attach this amendment to your current Notice of Award.



State of New Jersey

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PROCUREMENT BUREAU
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P. O. Box 230
TRENTON, NEW JERSEY 08625-0230
<https://www.njstart.gov>

ELIZABETH MAHER MUOIO
Acting State Treasurer

MAURICE A. GRIFFIN
Acting Director

AMENDMENT #2

T-2761

SOLICITATION #22600

February 22, 2018

TO: All Using Agencies and
Cooperative Purchasing Participants

FROM: Sepi Ghorbani, Procurement Specialist, Commodities Fleet Unit

SUBJECT: Blanket P.O. {Contract} Extension – T-2761 Non-OEM Automotive Parts
and Accessories for Light Duty Vehicles

CONTRACT PERIOD: Original Term: 2/26/14-2/25/17
1st Extension Period: 2/26/17 - 2/25/18
2nd Extension Period: 2/26/18 - 2/25/19

Please be advised that the following Blanket P.O.s {Contracts} have been extended through February 25, 2019 at the same pricing, terms, conditions and specifications:

Vendor {Contractor}	Blanket P.O. Number
Associated Auto Parts	A85997
Auto Parts Connection	A86003
Automotive Brake Co.	A86000
Brunos Inc.	A85991
Burlington County Auto Parts	A85994
C & M Auto Parts Inc.	A86059
Chapman Ford Sales Inc.	A86006
Eastern Warehouse Distributors	A86011
Fred Beans Parts Inc.	A85995
Freehold Ford	A86005
Kimball Midwest	A86013
National Parts Supply Co.	A85993
PML Inc.	A86002
Quality Automotive Co.	A86010
Route 23 Auto Mall	A86007
Samuels Inc.	A85992

Superior Distributors Co. Inc.	A85999
Tonsa Automotive Corp.	A86004
Uni Select USA Inc.	A85996
United Motor Parts Inc.	A85998
Vineland Auto Electric Inc.	A86001

Please be advised that the following Blanket P.O.s have not been extended:

Vendor {Contractor}	Blanket P.O. Number
Howard Wilson Jr. & Sons Inc. T/A Haledon Auto Parts	A86012
On-Line Auto Parts Inc.	A86008

Please attach this amendment to your current Notice of Award.