

RECEIVED

FEB -8 2010

CITY CLERK'S OFFICE  
CITY OF SEA ISLE CITY

LAW OFFICES  
**PAUL J. BALDINI, P.A.**  
A PROFESSIONAL CORPORATION

PAUL J. BALDINI, ESQUIRE

E-Mail Address:  
[pjblawwwd@yahoo.com](mailto:pjblawwwd@yahoo.com)

4413 New Jersey Avenue  
Wildwood, NJ 08260  
(609) 729-2600  
(609) 729-8627 - Fax

File No.: 1027-268

February 2, 2010

Clerk, Superior Court  
Law Division  
4 Moore Road  
Cape May Court House, NJ 08210

**RE: Sea Isle City advs. Blakeslee Towing Recovery, Inc.**  
**Docket No.: CPM-L-804-09**

Dear Sir or Madam:

Enclosed please find **the original and/or one copy(ies)** of:

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Brief         | <input checked="" type="checkbox"/> Stamped return envelope |
| <input checked="" type="checkbox"/> Certification | <input type="checkbox"/> Affidavit                          |
| <input type="checkbox"/> Order                    | <input type="checkbox"/> Proof of Mailing                   |

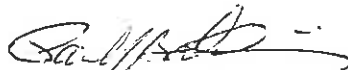
FOR:

- Filing    Recording    Your Information    Other

WILL YOU KINDLY:

- File/record original    retain copy    return filed/recorded copy    acknowledge and return ( )  
comply with discovery request

Sincerely,

  
Paul J. Baldini, Esquire

PJB/lh

Enclosures

cc: Charles W. Sandman, III, Esquire  
Louis C. Dwyer, Jr., Esquire  
George Savastano, Administrator  
Carmela Desiderio, Qualified Purchasing Agent

**PAUL J. BALDINI, P.A.**

A PROFESSIONAL CORPORATION

4413 NEW JERSEY AVENUE

WILDWOOD, NEW JERSEY 08260

(609) 729-2600

ATTORNEY FOR Plaintiff

---

BLAKESLEE TOWING RECOVERY,  
INC. d/b/a COURTHOUSE TOWING

Plaintiff

SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION/FAMILY PART  
CAPE MAY COUNTY

vs.

Docket No.: CPM-L-804-09

SEA ISLE CITY AND KINDLE, INC.:  
d/b/a C & E TOWING

Defendant.

Civil Action

CERTIFICATION OF  
CARMELA DESIDERIO

---

CARMELA DESIDERIO, of full age, hereby certifies as follows:

1. I am the Qualified Purchasing Agent for the City of Sea Isle City. I have been the Qualified Purchasing Agent since 2007.
2. I am making this Certification in reference to the City's handling of the towing bid for 2009.
3. Prior to 2007 I was the City's Purchasing Agent. I held the position of Purchasing Agent for the City of Sea Isle City for numerous years.
4. I am also recognized as a Registered Public Purchasing Official by the State of

New Jersey.

5. In the normal course of moving the bids forward for towing, I prepared bid specifications and presented those bid specifications to Council for authorization to proceed. On August 25, 2009, Resolution No. 200 (2009) was approved by the City Council of the City of Sea Isle City authorizing advertisement for towing bids and approving specifications as prepared.

6. A copy of the specifications is attached to the Brief of the City of Sea Isle City.

7. On September 17, 2009, a legal advertisement was placed advertising the availability of the bids and bids were released to the public at that time.

8. On October 6, 2009, bids were received and opened. Three companies submitted bids. Those bids were generally reviewed on the same day. Bids were submitted by Blakeslee Towing and Recovery, Inc. doing business as Courthouse Towing, Kindle Ford and Mercury Lincoln Dodge, Inc., doing business as C & E Towing and World Class Management Corp. doing business as World Class Towing. Attached to the City of Sea Isle City's Brief is a copy of the three bids submitted to the City.

9. Those bids were more fully reviewed on October 7, 2009. As part of the review of the bids the lowest bid needed to be determined as provided in the specifications. The specifications provide "The contract shall be awarded on an average of the unit cost in each of the three (3) categories listed on the proposal form." Attached is page 2 of the specifications subpart 3.) Award of the Contract (c).

10. Attached to this Certification is the proposal form submitted by Blakeslee, Kindle, and World Class as part of their bid submissions. A summary of the three bids was

created and utilized in arriving at the lowest bidder. Attached is a copy of the breakdown sheet utilized by the City in determining the lowest bidder.

11. The three categories are Basic Towing, Storage and Lockout Services. The Municipal Towing was not considered a category and not reviewed as a category. Alternatively the City considered Municipal Towing as part of Basic Towing and incorporated same.

12. For Basic Towing, Blakeslee submitted \$125.00 for day towing, \$125.00 for evening towing and \$62.50 for show-up charge. These three items totaled \$312.50. \$312.50 was divided by 3 bringing a total for the category of \$104.16 for Blakeslee Towing. This was the highest of the three bids for Basic Towing.

13. Kindle was reviewed for Basic Towing with a bid of \$75.00 for day towing, \$75.00 for evening towing and \$30.00 for show-up charge for a total of \$180.00. \$180.00 was divided by 3 producing \$60.00 for a Basic Towing category. This was the lowest of the three bids.

14. World Class Basic Towing bid was \$90.00 for day towing, \$90.00 for evening towing and \$45.00 for show-up charge. This produced a total of \$225.00. \$225.00 divided by 3 produces \$75.00 per Basic Towing category and placed World Class as the second lowest bidder in this category.

15. Storage was the easiest to review as there was no averaging and only one number submitted by each of the three bid submitters. Blakeslee submitted a storage fee of \$25.00 per day, Kindle submitted a storage fee of \$20.00 per day and World Class submitted a storage fee of \$30.00 per day. Kindle was the lowest bidder in this category,

Blakeslee was the second lowest bidder and World Class was the highest bidder.

16. The third category is for Lockout Services. Blakeslee bid \$1.00 for day calls and \$1.00 for evening calls for an average of \$1.00 per call. Kindle bid \$45.00 per call whether day or evening for an average of \$45.00 per call. World Class bid \$45.00 for day or evening calls for an average of \$45.00. In this category Blakeslee was the lowest bidder with Kindle and World Class tied as the second lowest bidders.

17. In reviewing the bids, the City made a decision to review the bids including Municipal Towing in the Basic Towing analysis, anticipating that one might view Municipal Tow in the Basic Towing Service Rates category. This analysis does not change the fact that Kindle remains the lowest bidder under the Basic Towing category. Blakeslee would change from \$312.50 to \$313.50. This number is now divided by 4 producing a Basic Towing Rate of \$78.37 per tow. Kindle adds to the \$180.00 \$35.00 for a Municipal Tow for a total of \$215.00. The \$215.00 is divided by 4 producing \$53.75 per tow. World Class bid zero for Municipal Vehicle Tow therefore the \$225.00 for World Class would be divided by 4 rather than 3 producing \$56.25 per tow in the Basic Towing category.

18. Therefore, no matter how the Basic Tow is configured, Kindle remains the lowest bidder.

19. I obtained from the Chief of Police after the bids were submitted and after reviewing a Lockout bid of \$1.00 from Blakeslee Towing to ascertain the number of lockouts and tows in the City up to October of 2009. There were 48 lockouts up to October 2009. There were 431 tows in the City up to October of 2009. Blakeslee held the Towing Contract for the City of Sea Isle City up to the point of the bid.

20. On October 7, 2009 I contacted the City Solicitor and discussed deficiencies noted in the apparent low bidder Kindle. Some deficiencies appeared to clearly be diminimus or waive able and some seemed to require further thought and discussion.

21. Discussions continued through October 8, 2009. These discussions were in a nature of personal conferences as well as telephone calls.

22. On October 13, 2009 as a continuing review of the apparent low bidder, I presented myself to Kindle Ford and met with Bill Kindle discussing various aspects of the bid submitted. We discussed the fact that Kindle recently acquired C & E Towing. I was able to verify that Kindle purchased the business C & E Towing, keeping the main or key employee. After reviewing this information with the Solicitor, it was determined that C & E Towing although owned by a different entity had the requisite 3 years experience. The City was interested in the experience of the Towing Company as opposed to the specific owner of the Towing Company.

23. Although the primary place of business did not have a fence, the auxiliary storage yard did have fencing. Mr. Kindle explained that all vehicles would be towed to the fenced storage area just down the road from the primary business and stored at that location. All dealings with the public would be conducted at the auto dealership. The vehicles would be brought from the storage area to the dealership. No vehicles would be stored at the primary business location but would be brought to the dealership for pickup by the customer seeking the retrieval of their vehicle. No business would be transacted at the storage area. The City was satisfied that the fencing requirement of the bid package was met since no vehicles would be stored in an unfenced area. The City was also satisfied that

adequate office, bathroom, waiting room, lighting and signage was available at the point where the public would deal with the Towing Company and since there was no public at the storage area the requirement of the bid specifications had been met.

24. On October 13, 2009, I observed the signage in place at both facilities sufficient as to meet the City of Sea Isle City's requirements.

25. While on site on October 13, 2009, I did have the opportunity to view the heavy equipment that was to be utilized by Kindle and accepted same as meeting the bid specifications. I saw and was advised that there were numerous 4 wheel drive vehicles on site and capable of meeting the City's needs. I also saw and accepted as being able to meet the City's needs heavy duty wreckers and tow vehicles.

26. There remained certain issues which were again discussed with the Solicitor on October 13, 2009 and were deemed as waive able or curable. This included the lack of a Certificate of Occupancy and/or Usage Agreement for the primary and secondary facilities.

27. In consultation with the Solicitor, the Certificate of Surety signed by the Managing Person of Kindle was accepted as legally binding the Surety Company as well as Kindle even though not signed by a principal but rather signed by the Managing Person for the Corporation.

28. After obtaining the final legal opinions, I requested that the bids be accepted and awarded at the evening meeting of October 13, 2009. I also requested from the Solicitor a written memorialization of the opinions which had been relied upon.

29. Attached to the Brief is a copy of the Solicitor's memorializing opinion dated October 15, 2009.

30. The bid to Kindle was accepted and awarded at the regular Council Meeting of October 13, 2009.


31. On October 13, 2009 I made a request from Kindle for supplemental information based upon the Solicitor's opinion that certain items were curable, particularly missing licenses or expired registrations, missing Certificate of Occupancy and/or Usage Agreements, etc.

32. On October 16, 2009, the City received the requested supplemental information from Kindle. That supplemental information is attached to the City Brief as an Exhibit.

33. On December 8, 2009, the City received an amended Insurance Certificate amending the notice time provided to the City from 30 days to 60 days from Kindle. The Certificate is attached as an Exhibit to the City Brief.

I certify that the above statements made by me are true and correct to the best of my knowledge, information and belief. I am aware that willfully false statements made by me will subject me to punishment.

Dated: 2-2-10

  
CARMELA DESIDERIO  
QUALIFIED PURCHASING AGENT  
FOR THE CITY OF SEA ISLE CITY



2.) TERM OF CONTRACT

- a.) The initial term of this contract shall be awarded for an initial time period of twelve (12) months (beginning October 1, 2009 and continuing through September 30, 2010). Providing that the performance under this contract is satisfactory and complies with the requirements of the specifications, the contract may be extended for an additional twenty-four (24) month time period, but, shall not exceed a maximum contract period of thirty-six (36) months as provided in the Local Public Contracts Law N.J.S.A. 40A:11-15(22). The option for renewal shall be at the sole discretion of the City of Sea Isle City and shall be based upon the recommendation of the City Administration and the approval of the City Council.
- b.) The City shall notify the contractor a minimum of thirty (30) days prior to the expiration of the contract of their intent to extend the contract.
- c.) No increase in the rates/charges shall be permitted as a result of the contract extension.

3.) AWARD OF THE CONTRACT

- a.) The City intends to award a contract to the qualified towing, storage facility and lockout Contractor that fully meets the requirements as outlined in the specifications and that submits the lowest averaged rates and fees for the towing, storage and lockout services as listed on the Proposal Form.
- b.) The City shall not accept negative numbers in the bidding process. Any violation of this section shall be just cause for immediate rejection of the bid.
- c.) The contract shall be awarded based on an average of the unit costs in each of the three (3) categories listed on the Proposal Form.
- d.) Each bidder shall be required to ~~furnish to the City with their bid~~ photographs of the equipment that shall be utilized under this contract. Each vehicle in the photograph shall have clearly displayed the equipment number. Failure to submit this information with said bid shall subject the bid to immediate disqualification by the City.
- e.) The Contractor shall be required with their bid to furnish the City with a Bond, Certified Check, Treasurer's Check or Cashiers Check in the amount of ten percent (10%) of the amount required to be posted for surety. (

PROPOSAL FORM  
TOWING, STORAGE AND LOCKOUT SERVICES

The undersigned, having read the advertisement, instructions to bidders, specifications all other papers included in this bid document, will comply with all the terms, covenants and agreements set forth there if awarded the contract.

ITEM                      DESCRIPTION OF SERVICE    BASE RATE

Basic Towing Service Rates

1 a.                      Date Rate – Weekdays  
                                 (7:31 am through 4:29 pm)  
                                 Towing Service – flat rate  
                                 To include one (1) hour winching service  
                                 for motorcycles, passenger cars & light  
                                 truck s and vans. The price shall include  
                                 the New Jersey (7%) Sales Tax.    \$ 125<sup>00</sup>

1 b.                      Night, Weekend & Holiday Rate  
                                 (4:30 pm through 7:30 am)  
                                 Towing Service – flat rate  
                                 To Include one (1) hour winching service  
                                 for motorcycles, passenger cars & light  
                                 trucks and vans. The price shall include  
                                 the New Jersey (7%) Sales Tax    \$ 125<sup>00</sup>

2.                              Unloading or Show-up Charge  
                                 The City shall permit an unloading or show-up  
                                 charge at a maximum rate of 50% of the Day  
                                 rate (rounded to the nearest whole dollar) of  
                                 the successful bidder's base towing rate. The  
                                 price shall include the New Jersey (7%) Sales  
                                 Tax.    \$ 62.50

Storage

3.                              Storage Fee, Per Day    \$ 25<sup>00</sup>

PROPOSAL FORM (continued)

Lockout Service Rates

4 a. Day Rate – Weekdays  
(7:31 am through 4:29 pm)  
Lockout Service – maximum flat  
rate for the entry of a locked automobile and/or  
vehicle which shall include up to one (1) hour of  
service, including the New Jersey (7%) Sales  
Tax.

\$ 1.<sup>00</sup>

4 b. Night, Weekend & Holiday Rate  
(4:30 pm through 7:30 am)  
Lockout Service – maximum flat  
rate for the entry of a locked automobile and/or  
vehicle which shall include up to one (1) hour of  
service, including the New Jersey (7%) Sales  
Tax.

\$ 1.<sup>00</sup>

Municipal Owned Vehicle Tow

5. Municipal Owned Vehicle Tow and/or Tire Change Rate  
(maximum rate not to exceed one half (1/2) of the basic  
Towing rate)

\$ 1.<sup>00</sup>

K-Dee

PROPOSAL FORM  
TOWING, STORAGE AND LOCKOUT SERVICES

The undersigned, having read the advertisement, instructions to bidders, specifications all other papers included in this bid document, will comply with all the terms, covenants and agreements set forth there if awarded the contract.

<u>ITEM</u>	<u>DESCRIPTION OF SERVICE</u>	<u>BASE RATE</u>
-------------	-------------------------------	------------------

Basic Towing Service Rates

1 a.	Date Rate – Weekdays (7:31 am through 4:29 pm) Towing Service – flat rate To include one (1) hour winching service for motorcycles, passenger cars & light trucks and vans. The price shall include the New Jersey (7%) Sales Tax.	\$ <u>75.00</u>
------	---	-----------------

1 b.	Night, Weekend & Holiday Rate (4:30 pm through 7:30 am) Towing Service – flat rate To Include one (1) hour winching service for motorcycles, passenger cars & light trucks and vans. The price shall include the New Jersey (7%) Sales Tax	\$ <u>75.00</u>
------	---	-----------------

2.	Unloading or Show-up Charge The City shall permit an unloading or show-up charge at a maximum rate of 50% of the Day rate (rounded to the nearest whole dollar) of the successful bidder's base towing rate. The price shall include the New Jersey (7%) Sales Tax.	\$ <u>30.00</u>
----	--	-----------------

Storage

3.	Storage Fee, Per Day	\$ <u>20.00</u>
----	----------------------	-----------------

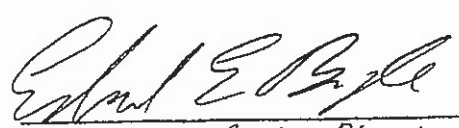
**Lockout Service Rates**

4 a. Day Rate – Weekdays  
(7:31 am through 4:29 pm)  
Lockout Service – maximum flat rate for the entry of a locked automobile and/or vehicle which shall include up to one (1) hour of service, including the New Jersey (7%) Sales Tax. \$ 45.00

4 b. Night, Weekend & Holiday Rate  
(4:30 pm through 7:30 am)  
Lockout Service – maximum flat rate for the entry of a locked automobile and/or vehicle which shall include up to one (1) hour of service, including the New Jersey (7%) Sales Tax. \$ 45.00

**Municipal Owned Vehicle Tow**

5. Municipal Owned Vehicle Tow and/or Tire Change Rate  
(maximum rate not to exceed one half (1/2) of the basic Towing rate) \$ 35.00

  
\_\_\_\_\_  
Service & Parts Director  
Edward E. Boyle

10-5-09

WORLD  
CLASS

PROPOSAL FORM  
TOWING, STORAGE AND LOCKOUT SERVICES

The undersigned, having read the advertisement, instructions to bidders, specifications all other papers included in this bid document, will comply with all the terms, covenants and agreements set forth there if awarded the contract.

ITEM                      DESCRIPTION OF SERVICE    BASE RATE

Basic Towing Service Rates

1 a.                      Date Rate – Weekdays  
                                 (7:31 am through 4:29 pm)  
                                 Towing Service – flat rate  
                                 To include one (1) hour winching service  
                                 for motorcycles, passenger cars & light  
                                 trucks and vans. The price shall include  
                                 the New Jersey (7%) Sales Tax.    \$ 90.00

1 b.                      Night, Weekend & Holiday Rate  
                                 (4:30 pm through 7:30 am)  
                                 Towing Service – flat rate  
                                 To include one (1) hour winching service  
                                 for motorcycles, passenger cars & light  
                                 trucks and vans. The price shall include  
                                 the New Jersey (7%) Sales Tax    \$ 90.00

2.                              Unloading or Show-up Charge  
                                 The City shall permit an unloading or show-up  
                                 charge at a maximum rate of 50% of the Day  
                                 rate (rounded to the nearest whole dollar) of  
                                 the successful bidder's base towing rate. The  
                                 price shall include the New Jersey (7%) Sales  
                                 Tax.    \$ 45.00

Storage

3.                              Storage Fee, Per Day    \$ 30.00

Lockout Service Rates

4 a. Day Rate – Weekdays  
(7:31 am through 4:29 pm)  
Lockout Service – maximum flat  
rate for the entry of a locked automobile and/or  
vehicle which shall include up to one (1) hour of  
service, including the New Jersey (7%) Sales  
Tax.

\$ \$ 45<sup>00</sup>

4 b. Night, Weekend & Holiday Rate  
(4:30 pm through 7:30 am)  
Lockout Service – maximum flat  
rate for the entry of a locked automobile and/or  
vehicle which shall include up to one (1) hour of  
service, including the New Jersey (7%) Sales  
Tax.

\$ \$ 45<sup>00</sup>

Municipal Owned Vehicle Tow

5. Municipal Owned Vehicle Tow and/or Tire Change Rate  
(maximum rate not to exceed one half (1/2) of the basic  
Towing rate)

\$ Ø

BAKESLEE TOWING & RECOVERY, INC. d/b/a/ COURT HOUSE TOWING

1A \$125.00  
1B \$125.00  
2 \$ 62.50  
STORAGE FEE \$25.00  
LOCKOUT SERVICE RATES  
4A \$1.00  
4B \$1.00  
MUNICIPAL OWNED VEHICLE TOW \$1.00

KINDLE FORD MERCURY LINCOLN DODGE INC, / C & E TOWING

1A \$75.00  
1B \$75.00  
2 \$ 30.00  
STORAGE FEE \$20.00  
LOCKOUT SERVICE RATES  
4A \$45.00  
4B \$45.00  
MUNICIPAL OWNED VEHICLE TOW \$35.00

WORLD CLASS MANAGEMENT D.B.A. WORLD CLASS TOWING

1A \$90.00  
1B \$90.00  
2 \$ 45.00  
STORAGE FEE \$30.00  
LOCKOUT SERVICE RATES  
4A \$45.00  
4B \$45.00  
MUNICIPAL OWNED VEHICLE TOW \$0.00



**PAUL J. BALDINI, P.A.**

A PROFESSIONAL CORPORATION

4413 NEW JERSEY AVENUE

WILDWOOD, NEW JERSEY 08260

(609) 729-2600

ATTORNEY FOR Defendant, City of Sea Isle City

---

BLAKESLEE TOWING RECOVERY,; INC. d/b/a COURTHOUSE TOWING  Plaintiff	:	SUPERIOR COURT OF NEW JERSEY LAW DIVISION CAPE MAY COUNTY
vs.	:	Docket No.: CPM-L-804-09
SEA ISLE CITY AND KINDLE, INC.: d/b/a C & E TOWING Defendant.	:	Civil Action  <b>BRIEF</b>

---

**STATEMENT OF FACTS**

The defendant, City of Sea Isle City relies upon the facts as set forth in the Certification of Qualified Purchasing Agent Carmela Desiderio.

Resolution #200 (2009) approved the specifications and authorized the advertisement of bid on August 25, 2009 by the City Council of the City of Sea Isle City. See Exhibit #1. Attached to this Brief is a copy of the bid specifications. See Exhibit #2.

Resolution #227 (2009) authorized the award of Contract for Towing, Storage and Lockout Services on October 31, 2009 to Kindle Ford Lincoln Mercury, Inc. d/b/a C & E

Towing (hereinafter Kindle). See Exhibit #3.

Attached is a copy of the Kindle bid submission, the World Class Management Corporation, d/b/a World Class Towing (hereinafter World Class) bid submission and Blakeslee Towing and Recovery, Inc. d/b/a Courthouse Towing (hereinafter Blakeslee) bid submission. Exhibits #4, #5 and #6 respectively.

The City of Sea Isle City Solicitor legal opinion dated October 15, 2009 is attached as Exhibit #7.

Supplemental submission of items from Kindle requested by the City and received by the City on October 16, 2009 is attached as Exhibit #8.

Transcript of a portion of public comment by David Skull, Manager of Courthouse Towing from the November 10, 2009 Sea Isle City Regular Council Meeting Public Comments portion is attached as Exhibit #9.

Amended insurance certificate amending notice for the City of Sea Isle City from 30 days to 60 days and received by the City on December 8, 2009 submitted by Kindle is attached as Exhibit #10.

### **LEGAL ARGUMENT**

**KINDLE BID IS THE LOWEST RESPONSIBLE BID AND MEETS  
ALL MATERIAL REQUIREMENTS OF THE BID SPECIFICATIONS,  
EITHER IN THE ORIGINAL SUBMISSIONS OR AS CURED BY KINDLE**

The City of Sea Isle City followed all proper procedures in accepting and reviewing the bid submissions made for the 2009 towing bid for towing services for the citizens of the City of Sea Isle City.

Any review of the bidding process must start with Local Public Contracts Law under N.J.S.A. 40A:11-1, et seq. In pertinent part the statute states:

“Every contract awarded by the contracting agent for the provision or performance

of any goods or services, the cost of which in the aggregate exceeds the bid threshold, shall be awarded only by resolution of the governing body of the contracting unit to the lowest responsible bidder after public advertising for bids and bidding therefore, except as is provided otherwise in this act or specifically by any law. . . .” N.J.S.A. 40A:11-4.

The procedure utilized by the City of Sea Isle City in preparing specifications and going to bid is not in dispute in this case. The dispute is limited to the awarding of the bid to Kindle. The bid is being challenged by unsuccessful bidder Blakeslee.

The long standing law in New Jersey in construing cases governed by the Local Public Contracts Law is to curtail the discretion of local authorities by demanding strict compliance with Public Bidding Guidelines. The history is to guard against favoritism, improvidence, extravagance and corruption and to secure the public the benefits of unfettered competition. L. Pucillo and Sons, Inc. vs. Mayor and Council of the Borough of New Milford, 73 N.J. 349, 356 (1977) and Meadowbrook Carding Company, Inc. vs. Borough of Island Heights, 138 N.J. 307 (1994). The clear import of these cases is that a municipality is obligated to accept the lowest responsible bid if that bid meets the bid specifications. It is submitted to the Court that the Kindle bid met all of the requirements of the bid specifications. The City of Sea Isle City is obligated by law to accept Kindle’s bid.

Starting with the Plaintiff’s Complaint paragraph 10, the Plaintiff details alleged irregularities in the Kindle bid. A review of the facts finds that either Kindle met all the bid specifications at time of submission or cured those bid specification issues at time of investigation after submission of the bid by the City of Sea Isle City.

The Plaintiff’s first contention is “Kindle, Inc. recently acquired C & E Towing and under the specifications does not have the three (3) years experience required.” This is factually incorrect. Although Kindle recently acquired C & E Towing, the City ascertained that Kindle had acquired the company C & E Towing including its most valuable employee with 15 years experience. This information was conveyed to the City prior to acceptance of the bid. The City has no business getting involved in the sale of companies. To accept the

Plaintiff's contention that one company acquiring another company loses all of the experience of the prior company would leave a municipality in the position that it could never accept a bid, particularly from large corporations that frequently buy out smaller corporations.

Plaintiff next raises the contention that Kindle does not have a fenced in yard at the primary place of business. Although factually true and at first blush is enticing as a basis to reject the bid, after closer scrutiny, it becomes apparent that Kindle has a fenced in yard in the business location where the vehicles will be stored. The fact that no vehicles will be stored at the primary place of business obviates any need for there to be a fenced in yard at that facility. The location where the vehicles will be stored is fenced. Not only is John's Law in compliance but the specifications are in compliance.

Plaintiff next contends that to erect a fence at the primary place of business there is the need for a zoning application. The City has no knowledge of whether a zoning application is needed or not needed. Since no cars are being stored at the primary place of business and a fenced in yard is not necessary a zoning application would be moot.

Plaintiff next contends the fact that there is no office, bathroom, waiting room, lighting or signage provided at the secondary storage facility is a violation of the specifications. Again, at first blush this is an enticing argument. However, upon further inspection of this argument, it is clear that those items are not needed at the secondary storage facility since Kindle's operation provides that the public at all times will be dealing at the primary business location and not at the secondary business location. Kindle has presented to the City that the vehicles will be removed from the secondary storage facility and brought to the primary business facility for vehicles to be retrieved by the public. It is undisputed that the primary place of business has an office, bathroom, waiting room, and lighting and is an appropriate place for the public to deal with Kindle. Again, how Kindle chooses to conduct its operations is of no moment to the City. The significant issue is that

the bid specifications are complied with in the sense that the area that needs an office, bathroom, waiting room and lighting has what it needs. The import of the bid specifications did not address an off site storage area with no public contact at that location. The Certification of Qualified Purchasing Agent sets forth her personally viewing the signage located at both facilities. Therefore, this condition of the specifications is also met.

A great deal is made that there is no four-wheel drive vehicle listed in the equipment as required by the bid specifications. However, as seen by the Certification of Qualified Purchasing Agent upon inspection of the facility prior to acceptance of the bid, the heavy equipment was reviewed by the City. The City ascertained that the appropriate equipment was on site. Specifically, four-wheel drive vehicles were shown to the City and were on location and available for the City to review.

The Court in an unpublished Appellate Division case dealt with bid specifications that provided for three wreckers and one flat bed truck, wherein the lowest bidder had only two wreckers and one flat bed truck. Cioffi's Towing Service, Inc. v. Borough of Collingswood, 2009 WL 3460308 (N.J. Super. A.D.). This case does not apply to the instant facts. The City of Sea Isle City bid specifications state “

“The Contractor shall be required to have immediate accessibility to a minimum of three (3) light duty vehicles; two (2) car carrier vehicles and one (1) additional vehicle shall have four-wheel drive capabilities.”

Sea Isle City bid specifications, 7. Classification of the Wreckers, b., page 6.

In this case, Kindle had three light duty vehicles, two car carrier vehicles and at least one additional vehicle with four-wheel drive capabilities. The bid specifications are met by Kindle.

In the Cioffi case the municipality accepted two vehicles where its bid specifications called for three. In the Sea Isle City case, the City accepted no less than the number of vehicles called for in the bid specifications. The most Blakeslee can argue is that the type of

four-wheel drive is in dispute. Blakeslee does not deny that Kindle has four-wheel drive vehicles.

On the facts of the instant case, there is no way the City's actions could be capable of becoming a vehicle for corruption or favor – or extravagance, or likely to effect the amount of any bid. L. Pucillo and Sons, *Supra.* at 357.

Therefore, even if the Court accepts that the type of four-wheel vehicle is an issue, it is appropriate to waive the deviation. The legal standard for waiver is more fully discussed in the next section of this Brief but the City, contends such waiver is appropriate given the facts.

The Plaintiff points out that the insurance certificate provided by Kindle has a 30 day cancellation provision when the bid specifications require a 60 day provision. This was diminimus by the City and a request was made to obtain a 60 day certificate which was provided to the City. The amended certificate of insurance has been attached to the Brief as Exhibit #10. Therefore, it is submitted that this provision of the bid specification has been met.

No Certificate of Occupancy and/or Usage Agreement was provided for either the primary or the secondary storage facility and according to Plaintiff necessitates rejection of the bid. It is submitted to the Court that both the Certificate of Occupancy and/or Usage Agreement for the two sites was a diminimus issue wherein the City was within its rights to request a copy of those documents and to proceed forward with the bid. Documents were submitted to the City and have been presented to the Court as Exhibit #8 to this Brief.

Plaintiff next contends as a basis of invalidating the bid that the certificate of surety was provided but not signed by the principal of the corporation. In the case of Kindle, it was signed by the manager of the corporation. Again, the City's position is that this is form over substance. The certificate of surety clearly binds the surety to indemnify Kindle in the event of non-performance under the contract. A certificate of surety assures the public

entity that the surety will provide the performance bond if the contract is awarded to and signed by the bidder. See L. Pucillo, Supra., 73 N.J. at 353 and Meadowbrook Carding Company, Inc. Supra., 138 N.J. at 316.

In the instant case, the certificate of surety has been presented and is bound between the Surety Company and Kindle. Kindle being an incorporated entity has shareholders as opposed to an owner. The City really sees no difference from the operating manager signing the surety certificate on behalf and binding the company and the general manager of a fortune 500 company.

The basic premise in New Jersey law is “that a corporation is an entity separate from its stockholders. In the absence of fraud or injustice, courts generally will not pierce the corporate veil to impose liability on the corporate principals.” Lyon v. Barrett, 89 N.J. 294, 300 (1982). The bid specifications never envisioned the shareholders of a corporation signing the surety. Corporations act through their officers and agents. Budelman vs. White’s Exp. & Transfer Co., 49 N.J. Super. 511 (A.D. 1958).

To read the bid specifications other than to allow corporations to legally act and participate in the bidding process is to twist the plain meaning of the specifications.

The situation before the Court is entirely different from the situation where the low bidder fails to comply with specification requiring consent of surety to be submitted with the proposal. The failure to submit constitutes material defect because the omission concerns the bidder’s ability to carry out obligations under the contract. In this case, the certificate has been submitted. See Alanese v. Machetto, 7 N.J. Super. 188 (A.D. 1950). The surety presented to the City with the bid submission is clear and binding. The surety is not conditioned upon anything and is binding to the benefit of the citizens of Sea Isle City.

In summary, it is submitted to the Court that Kindle bid is the lowest responsible bid and meets all material requirements of the bid specifications and should be accepted. Stated otherwise, the clear law and public policy of the State of New Jersey is that publicly bid

contracts are to be awarded to the lowest responsible and responsive bidder. Meadowbrook,  
Supra. In this case that is Kindle.

SHOULD THERE BE A DEVIATION FROM THE BID SPECIFICATIONS  
BY KINDLE, ANY DEVIATION FROM THE BID SPECIFICATIONS IS  
WAIVABLE AND/OR NOT MATERIAL TO THE BID PROCESS

It is submitted to the Court that there are no deviations from the bid specifications as submitted by Kindle and reviewed by the City. However, accepting that the Court may find some or all of the allegations of the Plaintiff's Complaint to be deviations from the bid specifications then it is submitted to the Court that such bid deviations are waivable by the City of Sea Isle City.

Even Blakeslee concedes that certain deviations are waivable. David Skull, Manager of Courthouse Towing during the public comment portion of the Regular Sea Isle City Council Meeting on November 10, 2009 states:

“take the time to actually read it and review it, you’ll clearly see that diminimus is something like an expired registration - that’s diminimus. If you have an expired drivers license – that’s diminimus. . . .” See Exhibit #9.

Without belaboring the point, it is well established that material conditions set forth in bidding specification cannot be waived. However, this does not apply to minor or inconsequential conditions. Public contracting units may resolve problems arising from such conditions in a sensible or practicable way. Terminal Construction Corp. v. Atlantic City Sewage Authority, 67 N.J. 403 (1975).

New Jersey Courts recognize a two-part analysis which must be considered when deciding whether a bidders non-compliance with the terms set forth in the bid specifications is substantial and non waivable. One must consider whether the effect of a waiver would be to deprive the municipality of its assurance that the contract will be entered into, performed



and guaranteed according to its specified requirements. The second consideration is whether it is of such a nature that its waiver would adversely affect competing bidding by placing a bidder in a position of advantage over other bidders or by otherwise undermining the necessary common standard of competition. Township of Rivervale v. R.J. Longo Construction Company, 127 N.J. Super. 207, 216 (L. D. 1974) and Meadowbrook, Supra. One must be careful in applying the criteria that the bidding process is not manipulated in such a way as to work to the detriment of the public. In the present case, Kindle is the lowest responsible bidder by a wide margin. It will be the citizens of Sea Isle City that pay the towing bill each and every time a tow is called. On average, the citizens of Sea Isle City will pay almost twice per tow or service if Kindle is disqualified and the bid is awarded to Blakeslee. It is submitted to the Court that rejection of a bid where a responsible bidder otherwise meets the requirements of the bid specifications but for some technical irregularities, is an injustice to the citizens of Sea Isle City.

Each of the alleged deficiencies noted by Blakeslee and discussed in the earlier section of this Brief meet the two pronged test allowing waiver. The first prong is met for each as each deficiency has now been cured thereby assuring the City that the contract will be performed or of such a diminimus nature that waiver does not impact performance.

The second prong of the two part test is satisfied for each alleged deficiency as no deficiency is of such a nature or importance to the bidding process as to be capable of undermining the bidding process. Even the four-wheel drive vehicle issue when seen in its real light is diminimus. At best Blakeslee is alleging that a four-wheel wrecker is required as opposed to a four-wheel vehicle not classified as a wrecker. Blakeslee concedes Kindle

has multiple four-wheel drive vehicles to draw upon to service the needs of Sea Isle City citizens. This argument boils down to a semantics analysis of what constitutes a four-wheel vehicle. The nature of the four-wheel vehicle is not defined in the specifications but in any event Kindle meets the criteria or is waivable by having the request number and general type of vehicles.

Blakeslee has already attempted to manipulate the bidding process. It did not go unnoticed by the City of Sea Isle City that Blakeslee bid lockout service rates at \$1.00 and municipal tow rates at \$1.00. The purported intent of such a ridiculously low bid was to gain advantage on the overall averaging of the bidding. It also is not lost to the City of Sea Isle City that World Class bid zero for municipal tow. The only honest and forthright bidder is Kindle which bid out a lockout service rate of \$45.00 per event and \$35.00 per municipal tow which the City finds to be an honest bid. The effect of such unfairly low bid will be discussed in another section of this Brief in more detail.

A review of the bid proposal sheets as attached to the Certification of Qualified Purchasing Agent clearly shows that Kindle engaged the bidding process in good faith and the other two bidders sought to submit extremely low bids in portions of the bidding process in an attempt to gain advantage and ultimately more money from the citizens of the City of Sea Isle City. While it is clear that a material defect cannot be permitted to be cured after the opening of bids, it is equally clear that an insubstantial defect may be cured after the opening of bids. Township of Rivervale, Supra. at 222. Stated otherwise, the good faith of the parties may not cure a substantial defect however, a bidder's good faith, evidenced as here where Kindle provides supplemental information, subsequent compliance may be an

appropriate factor for municipal consideration in its determination of whether to waive a minor irregularity. Township of Rivervale, Supra. at 9.

The “purpose of competitive bidding for local public contracts is . . . not the protection of the individual interest of the bidders but rather the advancement of the public interest in securing the most economic result by inviting competition in which all bidders are placed on an equal basis.” Township of Rivervale, Supra. at 215. “Bidding statutes are for the benefit of the taxpayers and are construed as nearly as possible with sole reference to the public good.” Terminal Construction Corporation, Supra. at 409-10. When the two prong test can be met, the Court should look to favor upholding public bidding contracts that favor the public and result in the advancement of the public interest by securing the lowest responsible bid and ensuring that the citizens of Sea Isle City are not taken advantage of by price gouging and unfair pricing for towing services in the City.

In summary, it is submitted to the Court that in the event the Court determines in some manner or way the bid of Kindle did not meet the intent and purpose of the bid specifications, then any such deviations from the bid specifications is diminimus and waivable by the City of Sea Isle City.

**THE KINDLE BID IS THE ONLY RESPONSIVE BID TO THE BID SPECIFICATIONS AS THE OTHER TWO BIDDERS, BLAKESLEE AND WORLD CLASS ARE DEFECTIVE AND SHOULD BE REJECTED.**

The Court, as does the City of Sea Isle City, has an obligation to uphold and protect the bidding process. Bidders that submit \$1.00 or zero for pricing of certain items of work undermine the very concept of fair bidding and do no service to the great State of New Jersey. These concepts are often referred to as “unbalanced bids” and “pennying”. The

concept comes about from construction cases whereby a bidder bids nominal sums for certain items in public construction contracts. See, Armaniaco v. Cresskill, 62 N.J. Super. 476 (A.D. 1960).

A mode of unbalanced bidding is simply to increase the bid price for items of work to be performed first and decrease the bid on items to be performed at the conclusion of the job. This concept was specifically disfavored by the Courts in Boenning v. Brick Township Municipal Utilities Authority, 150 N.J. Super. (A.D. 1977).

It is submitted to the Court that is exactly what Blakeslee and World Class are trying to do with their bid proposals as submitted to the City. Blakeslee had specific and identifiable information which demonstrated that the lockout services would amount to 48 calls versus 431 calls for tows. See Qualified Purchasing Agent's Certification.

Stated otherwise, assuming Kindle's bid of \$45.00 per lockout is reasonable as a bid, Blakeslee gave up 48 lockout calls totaling \$2,160.00 in return if it is successful on the bid, Blakeslee gains 431 tows at \$125.00 a tow or \$53,875.00. The same 431 tows at \$75.00 per tow is \$32,325.00. For an investment of \$2,160.00, Blakeslee will over charge the residents of the City of Sea Isle City by \$21,550.00 for the nine month period reviewed. Over the life of the contract the citizens of the City of Sea Isle City will be over charged almost \$100,000.00 by Blakeslee.

It is precisely this kind of math and manipulation of the bidding process that led the Court to state "bids which are obviously unbalanced may be rejected. . . . In the course of its opinion, the Court in Armaniaco stated that the Borough could reserve the right to reject unbalanced bids. 62 N.J. Super. at 487. Concurring in the conclusion, Judge Conford

wrote that nominal bids submitted by the successful bidder have the effect of eliminating a common standard of competition for the award as a whole, in violation of accepted principals of public bidding. . . . Judge Conford stated: ‘I am of the view, further, that to tolerate the result of the bidding in this case is to open the door to fraud and collusion . . . ‘ he concluded that a nominal bid on such an item was a sham and amounts to a substantial failure to comply with bidding requirements.” Boenning v. Brick Township Municipal Utilities Authority, 150 N.J. Super. at 39 and 40.

In summary, the bids of Blakeslee and World Class are unbalanced bids, which is a material defect, and those bids must be rejected.

### CONCLUSION

It is respectfully submitted to the Court that the Kindle bid is compliant with the bid specifications, is responsive and is the lowest bid and accordingly should be awarded the contract to perform towing services for the citizens of the City of Sea Isle City.

Alternatively, in the event the Court determines that some of the Plaintiff’s contentions have merit, it is submitted that those deficiencies are diminimus and/or waivable by the City of Sea Isle City and meet the criteria as set forth in the case law for waiver. Finally, it is submitted that the Blakeslee and World Class bids must be rejected as unbalanced and materially defective.



---

Paul J. Baldini, Esquire  
Attorney for Defendant, City of Sea Isle City

Dated: February 2, 2010

## EXHIBITS

1. Resolution 200 (2009) approving specifications and authorizing advertisement of bid – 8/25/2009.
2. Bid specifications.
3. Resolution 227 (2009) authorizing the award of contract for towing, storage and lockout services – 10/31/2009.
4. Kindle, Inc. d/b/a C & E Towing bid.
5. World Class Management Corp. d/b/a World Class Towing.
6. Blakeslee Towing Recovery, Inc. d/b/a Court House Towing.
7. Solicitor legal opinion dated 10/15/2009.
8. Supplemental submission of items from Kindle requested by City received by City – Received by City on 10/16/2009.
9. Transcript of portion of public comment by David Scull, manager, Court House Towing from 11/10/2009 Sea Isle City regular council meeting.
10. Amended insurance certificate amending notice from 30 days to 60 days received by City on 12/08/2009.



CITY OF SEA ISLE CITY  
NEW JERSEY

RESOLUTION NO. 227 (2009)

**AUTHORIZING THE AWARD OF CONTRACT FOR TOWING, STORAGE & LOCKOUT SERVICES**

WHEREAS, on August 25, 2009, bids were received and accepted by authorization of Resolution 200 (2009) by the Purchasing Board for the Contract of Towing, Storage and Lockout Services;

WHEREAS, the Purchasing Agent be and is hereby authorized and directed to use the lowest responsible bidder for service at the rate as follows:

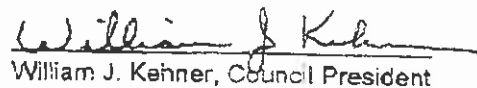
Kindle, Inc.  
dba C & E Towing  
525 Stone Harbor Blvd.  
Cape May Court House, NJ 08210

1 a.	Towing Service- Weekdays	\$75.00
1 b.	Towing Service- Night, Weekends & Holiday	\$75.00
2.	Unloading or Show Up Charge	\$30.00
3.	Storage Fee, Per Day	\$20.00
4 a.	Lockout Service- Weekdays	\$45.00
4 b.	Lockout Service- Night, Weekends & Holiday	\$45.00
5.	Municipal Owned Vehicle Tow	\$35.00

WHEREAS, the contract period will begin on October of 2009 through September 30, 2010. The contract may be extended for an additional twenty-four (24) month time period but shall not exceed a maximum contract period of thirty-six (36) months.

The Chief Finance Officer certifies that funds are available and shall be available to various departments throughout the contract period

  
Denise M. Barry, Supervisor of Accounts

  
William J. Kehner, Council President

**Recorded Vote:**

Council	Yes	No	Abstain	Absent	Moved	Second
Divney	X					X
Edwardi	X				X	
Kehner	X					
Tighe	X					
McHale	X					

I HEREBY CERTIFY THAT the foregoing resolution was duly adopted by the City Council of the City of Sea Isle City, New Jersey, at the regular meeting held on Tuesday, October 13, 2009.

  
Cindy L. Griffith, Municipal Clerk



Exhibit 2

CITY OF SEA ISLE CITY  
NEW JERSEY

ADVERTISEMENT FOR BID  
FURNISHING OF  
2009/2010 TOWING, STORAGE AND LOCKOUT SERVICES

NOTICE is hereby given that sealed bids will be received by the Purchasing Board of the City of Sea Isle City, New Jersey in City Hall, 4416 Landis Avenue, Sea Isle City, on

**TUESDAY, OCTOBER 6, 2009 AT 2:00 PM PREVAILING TIME**

and will be opened immediately thereafter and read publicly for the 2009/2010 TOWING, STORAGE AND LOCKOUT SERVICES for the City of Sea Isle City, New Jersey.

Prospective bidders will be furnished with a copy of the specifications upon application to the Purchasing Agent, City Hall, 4416 Landis Avenue, Sea Isle City, New Jersey.

Bids may be sent or hand delivered by the bidders or their agent to the Municipal Clerk's Office, City Hall, 4416 Landis Avenue, Sea Isle City, New Jersey 08243 up to 3:30 pm on Monday, October 5, 2009 or hand delivered at 2:00 pm to the Municipal Clerk's Office, on Tuesday, October 6, 2009 and will be opened immediately thereafter and read publicly. Bids will not be received or accepted later than time designated aforesaid for their receipt. Proposals shall be enclosed in a sealed envelope with the bidders name and address and the designation of the material bid noted on the outside of the envelope.

Each bidder shall comply with the "Law Against Discrimination", P.L. 1975 Chapter 127, as amended. All bidders are put on notice that a New Jersey Business Registration Certificate is required with each bid submitted. Bids without this certificate, by state law, must be rejected.

Council of the City of Sea Isle City reserves the right to reject any and all bids that are not responsive to the specification and reserves the right to waive any informalities in a bid and any accompanying documents, in accordance with State Statutes 40A:11-13.2.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et Seq. and N.J.A.C. 17:27.

Carmela V. Desiderio, RPPO, QPA  
Purchasing Agent

1 time  
September 17, 2009

## INVITATION TO BID

This is an invitation to bid on the items and/or services contained in this bid document.

Bidders shall follow all instructions and specifications as set forth in the proposal to bid. Do not assume anything. In case of doubt as to the meaning of any part of the specifications, get in touch with our office immediately, before you submit your bid. If you cannot meet the specifications, you should not submit a bid. Samples of any items in bid can be seen in the Purchasing Department in City Hall. Copies of same will be provided if requested and picked-up.

Be certain that all costs are included as many things can upset your cost estimate. It is important to take them into consideration when preparing your bid. Remember you are bound to these prices for the contractual period. All prices should be F.O.B., Sea Isle City, New Jersey, unless specified otherwise. Your bid is your formal offer to supply the required items at the price bid and on the terms specified by the City. Don't promise deliveries you cannot fulfill. If your bid is accepted, your contract will hold you to all of its terms. If you make an error, the City of Sea Isle City may not legally be able to grant relief. Please be accurate.

It is of the utmost importance that the enclosed envelope is the only envelope used for the bid. The envelope must be completed as to the date of the opening and the title of what is being bid. Naturally, the bid must be sealed. If the bid envelope is not received or is damaged you must request another envelope from the Purchasing Department.

All quantities are estimates. Bids may be split. **All items must be American manufactured or grown where possible.** All items must meet O.S.H.A. standards. The City of Sea Isle City is exempt from all Federal, State and Local taxes.

Also, be sure that all documents are properly signed, including the "Non-Collusion Clause," stockholders disclosure form and the proposal form which are found in these specifications.

Carmela V. Desiderio, RPPO,QPA  
Purchasing Agent  
City of Sea Isle City  
4416 Landis Avenue  
Sea Isle City, NJ 08243

## GENERAL INFORMATION

1. Sealed proposals will be received in accordance with the required legal public advertisement attached hereto, which is made part of these specifications.

**2. All bidders shall comply with all the provisions of the New Jersey "Local Public Contracts Law" N.J.S.A. 40A: 11 et seq., bidders are instructed to be familiar with N.J.S.A. 40A: 11-18 which provides that all municipal work shall require the use of manufactured and farm products of the United States wherever and whenever available.**

3. At the time of the opening of bids, each bidder will be presumed to have read and be thoroughly familiar with the contents of the Notice to Bidders, the General Information and the specifications of the items/services to be supplied. The failure or omission of any bidder to receive or examine any form or document shall in no way relieve the bidder from any obligation in respect to this bid.

4. In the event of the receipt of tie bids by the Purchasing Department of the City of Sea Isle City for the items/services herein specified, said tie bidders will be notified of same and be invited to appear before the City Administrator of the City of Sea Isle City and a member of the Legal Department of the City for the purpose of splitting the tie by drawing at a public meeting. All appropriate law enforcement agencies of the State of New Jersey, as required by law, will be notified of tied bids.

5. Suppliers must have a purchase order number for each and every sale to any City department. All vendors are hereby specifically informed that no obligation that purports to be an obligation of the City of Sea Isle City will be honored for payment by the City Council of the City unless a purchase order was properly obtained in advance of any such sale. The City of Sea Isle City will not be responsible for any purchases not accompanied by a purchase order.

6. The City of Sea Isle City will not honor any invoices submitted for items/services provided other than that stipulated by these specifications, unless previously authorized by change order, in accordance with the State of New Jersey Local Finance Board Regulations 5:30-14.4 through the Office of the Municipal Clerk.

## GENERAL BID INFORMATION (CONTINUED)

7. All vouchers issued by the company to whom the contract is awarded shall contain the purchase order number issued at the time of ordering for each particular purchase. All vouchers shall be duly signed by the vendor in the space provided designated "vendor's certification and declaration" and shall be returned to the Revenue and Finance Department after delivery for processing and payment. The vouchers submitted for payment must be the voucher sent to the vendor with the purchase order issued at the time of order placement.

8. Bidders shall supply a list of recent customers for the City to review and ascertain bidder qualifications and responsibility.

9. The City is exempt from all taxes including Federal Excise Tax, Transportation Tax, State Excise Tax, Sales Tax and any applicable local taxes.

10. It is the intent of these specifications to describe the items/services described herein. Where brand names are quoted, they are used to denote the particular quality and technical specifications of an item/service or an effort to standardize equipment presently in service. Approved equals will be acceptable for bidding purposes.

11. Approved Contractor shall have or will obtain a Sea Isle City Contractor's License where applicable.

## INSTRUCTIONS TO BIDDERS

1. Bids shall be submitted in the Bid Envelope provided, no other envelope is acceptable for this bid. The envelope must be completed as to the return address, the date, time of bid opening and the title of the item(s) and/or service being bid.
2. The Corporate Disclosure Statement Chapter 33 of the Public Laws of 1977 (N.J.S.A. 52:25-24.2) attached to these specifications must be filled in completely. Failure to do so will result in rejection of the bid.
3. The Non-Collusion Affidavit that is attached to these specifications must be filled in completely. Failure to do so will result in immediate rejection of the bid.
4. All bidders must comply with the requirements of Public Law 1975, Chapter 127, Affirmative Action Requirements.
5. Bids must be submitted on the proposal form attached to the specifications or a true copy thereof.
6. The successful bidder/contractor will be required to comply with "The Prevailing Wage Act", C. 150, PL 1973 (N.J.S.A. 34:11-56.25).
7. Bid prices must remain firm for a period not less than sixty (60) days after receipt of bids as prescribed by law. This is to allow the City to determine the lowest bid that will most economically serve the intentions of this bid, based on the specifications.
8. No bidder will be allowed to offer more than one (1) price on each item/service. If the bidder has more than one (1) type or style of item/service that meets the specifications the bidder must determine for themselves which item/service to offer for consideration. If any bidder submits in excess of one (1) bid, all submissions on that item/service of said bidder will be rejected at the discretion of the City.
9. All quoted prices must be firm for the life of the contract. A response to these specifications indicates agreement to this condition.
10. Any responses to this bid indicate conformance in all respects to the specifications in their entirety. Unless exceptions to the contrary are so stipulated by the bidder. When exceptions are taken to any part of the specifications the bidder shall state in detail any and all deviations and the area of the specifications to which the exception relates.
11. The City expressly reserves the right to split bids, to reject any and all items/services covered in the bid request, in accordance with state statues or any portion(s) thereof, waive any informalities in a bid, including the accompanying documents, re-advertise and/or take such remedial action necessary and in the interest of the City of Sea Isle City.

## INSTRUCTIONS TO BIDDERS (CONTINUED)

Further the City reserves the right to reject any bid if evidence submitted by or investigated of such bidder fails to satisfy the City that the bidder is properly qualified to carry out the obligations of the bid.

12. The person signing the bid or the authorized bidders' representative shall initial all bid corrections and erasures.
13. All bids must have unit prices specified where indicated on proposal form. All bids shall be typewritten or printed in ink on the proposal form(s) prepared and supplied by the City. An official of the Corporation must sign all bids or Company duly authorized to sign any contractual documents and bids.
14. The City of Sea Isle City shall award the contract **in the best interest of the City of Sea Isle City** to the lowest most responsible and responsive bidder.
15. The City of Sea Isle City normally awards contracts or rejects all bids within an approximate thirty (30) day time frame but in no case more than one-hundred and twenty (120) days. Exception to this schedule would be in accordance with N.J.S.A. 40A: 11-24, which provides that "any bidders who consent thereto may, at the request of the contracting unit, have their bids held for consideration for such longer period as may be agreed." It is the intention of the City of Sea Isle City to award a contract on this bid within one-hundred and twenty (120) days of the date of receiving bids. All bid securities shall be returned immediately if all bids are rejected. The successful bidder(s) to whom an award is to be made will be notified at the earliest possible date.
16. Contracts awarded in one fiscal year with an effective date in the next fiscal year are contingent upon the availability and appropriation of sufficient funds for the contract purpose in the year said contract commences. Contracts awarded for a term in excess of one (1) year shall be annually contingent upon the availability and appropriation of sufficient funds for the contract purpose in each year said contract is effective.
17. Successful bidder(s) shall indemnify, save and keep harmless the City of Sea Isle City against any and all claims for royalties, patent infringements or suits for information thereon which may be involved in the manufacture or use of the items/services to be furnished.
18. Successful bidder (contractor) shall indemnify and save the City of Sea Isle City harmless from and against any and all losses, suits, cost damages, claim expense actions, liabilities or judgements whatsoever because of accident or injury sustained or alleged to have sustained by any party or parties, person or persons, property or properties occurring in conjunction with the operations under the contract or by reason of the use of defective items/services furnished or delivered under the contract to be awarded

## INSTRUCTIONS TO BIDDERS (CONTINUED)

hereunder by or on account of any act of omission or commission of any contractor, his, its, or their agents or employees. In the case of any action being brought against the City, the contractor shall immediately take charge of and defend same at his, its, or their own cost and expense. The City may, if it so desires, defend such action and charge the expense of same to the contractor.

19. The City will not and can not recognize the assignment to a third party of any monies due or accrued to the bidder(s) for any item/service provided under any part of any contract award from this bid.

20. There shall be no transferring or subletting of any portion of the work included in these specifications without written consent of the City of Sea Isle City or as provided in the bid award.

21. The successful bidder shall comply with all Federal, State and Local laws as they pertain to the performance of the awarded contract.

22. In all cases where bidders take exceptions to the specifications and claim their exceptions to be "EQUAL" to the specifications, the City shall be the final judge as to whether or not the exception is, in fact, equal to the requirements as set forth in the specifications. Any differences that should arise between the contracting parties, as to the meaning or intent of these instructions or specifications, will be reviewed and decided by the City's Purchasing Agent and said decision shall be final and conclusive.

23. A request to withdraw a bid or any part thereof must be in writing and received by the Purchasing Department prior to the specified time of the bid opening to be allowable. A bid cannot be withdrawn after the expiration of the time set for receiving bids.

24. It is to be understood that any and all quantities listed in these specifications or on the bid proposal form are estimates and these quantities may be increased or decreased as prescribed by applicable law.

25 The City of Sea Isle City is not responsible for bids sent through the mail or express mail services that are lost in transit at any time prior to the time for bid opening. It is the responsibility of the bidders to make certain that the bids are in the possession of the Municipal Clerk prior to the time of the meeting designated for their receipt in the advertisement. Without exception for any reason, absolutely no bids will be accepted after the time for receipt of bids has expired.

26. The successful bidder(s) shall supply Material Data Safety Sheets (MDSS) for any items/services, which require same. This information must accompany the first delivery with one (1) copy to the Purchasing Department and one (1) copy must be attached to



## INSTRUCTIONS TO BIDDERS (CONTINUED)

the container the product is delivered in or, if bulk delivered, the Material Data Safety Sheet is to be attached to the delivery invoice form. For all subsequent deliveries of the same product the appropriate MDSS forms are to be attached to the containers delivered in accordance with the New Jersey Worker and Community Right-To-Know Act, N.J.S.A. 34:5A-1 et seq. and N.J.A.C. 8:59-5.1(b) and 5.1(c).

27. The successful bidder(s) cannot employ any City employees to perform any work related to the contract resulting from this bid solicitation.

28. All bidders must supply the normal delivery time necessary after the receipt of a purchase order from the City.

**29. The price(s) bid on the proposal form must include all freight and delivery costs.**

30. The manufacturer must supply, at time of delivery, at least two (2) copies of a complete operation and maintenance manual covering the completed apparatus as delivered.

31. In accordance with the provisions of the Public Works Contractor Registration Act (N.J.S.A. 34:11-56.48 et seq.), the general contractor herein represents that it has registered with the Contractor Registration Unit of the New Jersey Department of Labor prior to the receipt of the bids as required, which is a prerequisite to the award of this contract in the event that the work involves the construction, reconstruction, demolition, alteration, repair or maintenance of a public building regularly open to and used by the general public or public institution, including any subcontractor or lower tier subcontractor of a contractor as defined in that law.

Contractors and subcontractors that are not registered must apply for registration before bidding on a public contract.

32. Failure to submit proof of the New Jersey Business Registration Certificate (N.J.S.A. 40A:11-23.2) with this bid is considered a mandatory rejection of bid(s) (a non-waivable defect).

33. Bid Guarantee-Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000 payable unconditionally to the City. When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the City. The check or bond of the unsuccessful bidder(s) shall be returned as prescribed by law. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and

## INSTRUCTIONS TO BIDDERS (CONTINUED)

the required performance bond or other security is submitted. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to N.J.S.A. 49A:11021.

34. Consent of Surety-Bidder shall submit with the bid a Certificate (Consent of Surety) with Power of Attorney for full amount of bid price from a Surety Company authorized to do business in the State of New Jersey and acceptable to the City stating that it will provide said bidder with a performance Bond in the full amount of the bid. This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the contract, pursuant to N.J.S.A. 40A:11-22.

35. Performance Bond-Successful bidder shall simultaneously with the delivery of the executed contract, submit an executed bond in the amount of one hundred percent (100%) of the acceptable bid as security for the faithful performance of this contract. Failure to deliver this with the executed contract shall be cause for declaring the contract null and void.

36. Labor and Material (Payment) Bond-Successful bidder shall with the delivery of the performance bond submit an executed payment bond to guarantee payment to laborers and suppliers for the labor and material used in the work performed under the contract. Failure to delivery this with the executed contract shall be cause for declaring the contract null and void.

37. Maintenance Bond-Successful bidder shall upon acceptance of the work submit a maintenance bond in the amount of 100% guaranteeing against defective quality of work or materials for the period of 1 to 2 years. The performance bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied and any maintenance bonds required have been executed and approved by the City. The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey N.J.S.A. 17:31-5.

**PLEASE NOTE: ALL ITEMS MAY NOT BE REQUIRED, PLEASE REFER TO CHECKLIST.**

## SPECIFICATIONS

### TOWING, STORAGE AND LOCKOUT SERVICES

#### SUPPLEMENTARY GENERAL INFORMATION & SPECIFICATIONS

##### 1.) PURPOSE & INTENT

###### TOWING SERVICES FOR THE POLICE DEPARTMENT – GENERAL SERVICES

It is the intention of these specifications to describe the requirements for the towing abandoned; disabled, illegally parked vehicles, stolen vehicles, vehicles involved in accidents with the City of Sea Isle City; vehicles suspected of involvement in crimes which are located within the City of Sea Isle City and other vehicles identified by the Sea Isle City Police Department.

###### LOCKOUT SERVICES – POLICE DEPARTMENT – GENERAL SERVICES

- a.) A portion of this contract shall cover the services required by the City for lockout service for motorist's vehicles which are located within the City of Sea Isle City and other vehicles identified by the Sea Isle City Police Department.
- b.) The City intends to make a contract award to the lowest responsive bidder, who is determined to be a qualified and reputable towing, storage and lockout Contractor for the purpose of protecting the general public by establishing and publishing uniform towing, storage and lockout service rates and fees, and ensuring that all such contractors are properly insured against any and all risks and liability.
- c.) The City shall not receive and/or pay out any funds unless specified in this contract proposal. The bid prices submitted by contractor for each category noted on the proposal form and/or rate schedule shall be the price that the Contractor shall charge to the general public and/or the City under each category. These funds shall be collected and retained by the Contractor for their services.
- d.) It shall be the City's intent to contract with a contractor that shall provide police ordered services, which require immediate and direct contact with the motoring public. The City intends to seek out a qualified contractor that is capable of enhancing the City's image. Therefore, the City shall require that the contractor have a written Drug Free Workplace Policy that shall include, but not be limited to pre-employment testing, on going testing, employee assistance and consequences of policy violation. Additionally, all personnel involved directly in this contract shall be required to submit to a background check by the Sea Isle City Police Department, prior to beginning any work on this contract.

2.) TERM OF CONTRACT

- a.) The initial term of this contract shall be awarded for an initial time period of twelve (12) months (beginning October 1, 2009 and continuing through September 30, 2010). Providing that the performance under this contract is satisfactory and complies with the requirements of the specifications, the contract may be extended for an additional twenty-four (24) month time period, but, shall not exceed a maximum contract period of thirty-six (36) months as provided in the Local Public Contracts Law N.J.S.A. 40A:11-15(22). The option for renewal shall be at the sole discretion of the City of Sea Isle City and shall be based upon the recommendation of the City Administration and the approval of the City Council.
- b.) The City shall notify the contractor a minimum of thirty (30) days prior to the expiration of the contract of their intent to extend the contract.
- c.) No increase in the rates/charges shall be permitted as a result of the contract extension.

3.) AWARD OF THE CONTRACT

- a.) The City intends to award a contract to the qualified towing, storage facility and lockout Contractor that fully meets the requirements as outlined in the specifications and that submits the lowest averaged rates and fees for the towing, storage and lockout services as listed on the Proposal Form.
- b.) The City shall not accept negative numbers in the bidding process. Any violation of this section shall be just cause for immediate rejection of the bid.
- c.) The contract shall be awarded based on an average of the unit costs in each of the three (3) categories listed on the Proposal Form.
- d.) Each bidder shall be required to furnish to the City with their bid photographs of the equipment that shall be utilized under this contract. Each vehicle in the photograph shall have clearly displayed the equipment number. Failure to submit this information with said bid shall subject the bid to immediate disqualification by the City.
- e.) The Contractor shall be required with their bid to furnish the City with a Bond, Certified Check, Treasurer's Check or Cashiers Check in the amount of ten percent (10%) of the amount required to be posted for surety. (

## AWARD OF THE CONTRACT (continued)

f.) Bidders shall be required to furnish with their bid a Certificate of Surety from a Bonding company and/or corporate surety that is authorized to do business in the State of New Jersey or a Letter of Credit from a New Jersey Bank or Financial Institution in the amount of ten thousand (\$10,000.00) dollars for the faithful performance of the contract one (1) year and the payment of all bills for equipment, material and wages. All bonds shall be approved as to form and sufficiency by the City Solicitor's Office. If said option to extend the contract is exercised by the city, the contractor shall be required to renew their Performance Bond at the time of the extension of the term by the City. If the contractor fails to renew the bond within fourteen (14) working days after notification by the City, then the extension shall become null and void.

✓ g.) Each bidder shall be required to furnish with their bid, the name(s) and proof of professional trade associations in which they and/or their company is currently a member of, in good standing: (i.e. Towing & Recovery Association of America, The Garden State Towman's Association, T.R.A.A. etc...).

✓ h.) Each bidder shall be required to furnish with their bid, the name(s) and of insurance companies and motor clubs that their company is currently authorized to provide contractual service within the Sea Isle City area.

i.) Each bidder shall be required to furnish to the Purchasing Department prior to the signing of the contract, proof of current and valid Mercantile License has been obtained from the City Clerk's Office for said services.

#### 4.) QUALIFICATIONS OF BIDDERS

a.) Each Bidder shall be able to demonstrate to the satisfaction of the City, that they are thoroughly qualified and experienced in the business of towing, storage and lockout services; the removal of vehicles of all types, and that they have the specified facilities, equipment, expertise, licensing, personnel and storage areas to perform the services required by the specifications in a manner satisfactory and acceptable to the City.

b.) The Police Department of the City of Sea Isle City shall conduct a thorough background check on the apparent low bidder's company its officers and employees prior to making a determination of an award. A conviction for a felony shall be considered ample reason to disqualify any bidder, unless waived by the City upon application and for good and/or just cause. Each bidder shall be required to submit with their bid a copy of all current and valid driver's licenses for the operators of service equipment employed by the contractor, whom shall be directly involved in this contract.

QUALIFICATIONS OF BIDDERS (continued)

c.) The City reserves the right to disqualify from consideration any bidder whose Performance on a previous City contract has been determined by the City to be unsatisfactory for any reason.

~~d.) Each bidder shall be required to furnish with their bid, the names of other municipalities and/or businesses for who they have and/or are currently providing contract towing, storage and lockout services. Additionally, each bidder shall be required to submit a listing of towing, storage and lockout service contracts that have been held by the named bidder, within the past three (3) years that are similar in scope and nature. The City reserves the right to use these references and/or their performance on any municipal/business towing, storage and lockout contracts in making its award determination. Failure to submit this required information with the bid shall submit said bid to immediate disqualification by the City.~~

e.) Established objective criteria to be additionally considered in the awarding of Contract for towing, storage and lockout services shall include, but shall not be limited to, reliability, experience, response time, acceptance of credit cards, adequate equipment to safely handle a sufficient volume of common vehicle types under a variety of traffic and weather conditions, location of facilities and personnel. The Division of Consumer Affairs in the Department of Law and Public Safety shall provide at the City's request, a report to the City on any prospective contractor's service record, subject to the provisions of the New Jersey Consumer Fraud Act. The Division of Fraud Prevention in the Department of Banking and insurance also shall provide, at the City's request, a report on any prospective contractor for which the Division has information relevant to the prospective contractor's service record, subject to the New Jersey Fraud Prevention Act.

Exceptions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5.) FACILITIES

~~a.) The Bidder shall be required to provide the name and address of their Principle place of business within or outside of the City. At their principal place of business, the bidder shall have an office area, a public restroom and telephone. All administrative and customer accommodation areas shall be kept clean, neat, well maintained and presentable at all times to the general public.~~

FACILITIES (continued)

Response time shall be calculated from the principal place of business. At their principal place of business and/or satellite place of business, the bidder shall have an office area with a public restroom and telephone. Administrative and customer accommodations shall be kept clean, neat, well maintained and presentable at all times to the general public.

✓ ~~A copy of the certificate of occupancy and/or usage agreement for each site at which bidder shall maintain an office and/or storage facility shall be submitted with the Bid documents for review by the City. If no certificate of occupancy and/or usage agreement is required, then the bidder shall be required to submit a certification and/or letter from the local zoning office stating that no certificate of use is required for their business.~~

b.) All owned and/or leased equipment shall be located and/or parked at the contractor's principal place; satellite place. The bidder shall submit a list of the maximum number of vehicles that are to be utilized during the course and/or term of the contract. The quantity, make, year, model, capacity, condition, and the registration number of each vehicle shall be provided to the City at the time of submission of the bid documents. Additionally, ~~copies of the vehicle's registration and proof of ownership shall be provided and submitted with the bid.~~ If during the course of the contract the contractor requires equipment changes, then the ~~City shall be required to be notified in writing within twenty-four (24) hours of the intended change.~~

Exceptions:

---

---

---

6.) CONTRACTOR'S EMPLOYEES

a.) The Contractor shall employ a sufficient number of qualified employees to Comply with the minimum operational standards and requirements of the specifications and the contract.

b.) No person shall be permitted to be employed by the Contractor for this contract unless they have first obtained a record check and have been approved by the City's Police Department.

CONTRACTOR'S EMPLOYEES (continued)

- c.) All drivers utilized in connection with this contract by the Contractor shall be over the legal age of eighteen (18) years and shall possess a valid, current New Jersey State Driver's License. Additionally, each employee shall be good health and of high moral character.
- d.) The Contractor shall be required to have a written drug free workplace policy that shall include a testing program to assure continued compliance. The policy shall include pre-employment testing, on going testing, consequences of policy violation, employee assistance program, drug education, et. Any employee in violation of said policy shall not perform any services under this contract unless an evaluation by Substance Abuse Professional and any recommendations for treatment have been completed. A copy of said policy shall be submitted with the bid, failure to do so shall be grounds for disqualification of the bid by the City.

Exceptions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7.) CLASSIFICATION OF THE WRECKERS



- a.) The Contractor shall provide with their proposal a detailed listing of the equipment to be utilized during the duration of the contract. Said listing shall include the following information: type of vehicle, storage location of vehicle and whether vehicles are leased or owned by the Contractor. All leased and/or rented equipment shall be located at the Contractor's primary place of business during the term of the contract, when not in service. Each piece of equipment shall meet the minimum standards set forth herein. Equipment that cannot meet these minimum standards shall not be utilized during the course of the contract. The Contractor shall be solely responsible for the safety, maintenance and operation of each piece of equipment utilized during the contract period.
- b.) The Contractor shall be required to have immediate accessibility to a minimum of three (3) light duty vehicles; two (2) car carrier vehicles and one (1) additional vehicle shall have four-wheel drive capabilities.



CLASSIFICATION OF THE WRECKERS (continued)

c.) Definitions of Wreckers

- (i) Light Duty Wrecker: a light duty wrecker shall be a commercially manufactured chassis, with a rated capacity of not less than 11,000 lbs GVWR. Each vehicle shall be equipped with a commercially manufactured lifting apparatus with a minimum capacity of four (4) tons, dual rear wheels, a universal tow sling and/or a wheel lift with safety chains, property safety chains, proper safety lights, rear floodlights and amber emergency lights. Additionally, each vehicle shall have immediate access to a "Go-Jac", as may be required by the contractor for specific towing jobs throughout the City during the course of the contract.
- (ii) Car Carrier (Flat Bed): this vehicle shall have a commercially manufactured chassis rated not less than 14,500 lbs GVWR. The vehicle shall be equipped with a hydraulically powered winch with a pulling capacity of not less than four (4) tons and fifty (50) feet of 3/8" cable. The tilt bed or slide back shall be a minimum of seventeen (17) feet long and hydraulically operated. The vehicle shall also be equipped with tie down chains, proper safety lights and amber emergency lights.
- (iii) Heavy Duty Wrecker: a heavy duty wrecker shall be a commercially manufactured chassis, with a rated capacity of not less 38,000 lbs GVWR. Each vehicle shall be equipped with a commercially manufactured lifting apparatus with a minimum capacity of 26,000 lbs, a universal tow sling with safety chains, proper safety lights, rear floodlights and amber emergency lights. If the contractor intends to access a heavy duty through a third party, the contractor shall be required to seek the City's prior written approval of the equipment and the company providing the wrecker to the contractor. A copy of the said agreement shall be attached to the bid proposal. All wreckers shall be fully hydraulic. Mechanically or electronically operated wreckers and/or fifth wheel hook ups shall be permitted in this class of wreckers.
- (iv) The Contractor shall be capable of supplying a manufacturer's certification of the lifting capacities of the devices of the vehicles being utilized during the course of the contract. A certified testing laboratory test result shall also be considered acceptable for rating vehicle-lifting capacities.
- (v) Failure to submit the required list of vehicles, including proof of ownership, an agreement to purchase and/or lease, shall be sufficient cause for the rejection of the bid by the City.

CLASSIFICATION OF THE WRECKERS (continued)

- (vi) All tow vehicles shall be equipped with two-way radios and/or a cellular telephone for communications with the Contractor's office facilities. Said communications shall be on a twenty-four (24) hour a day and seven (7) days a week basis.
- (vii) All drivers shall be equipped with a pager and/or cellular phone that is capable of reaching them Within the South Jersey area. Said communications shall be on a twenty-four (24) hour a day and seven (7) days a week basis.
- (viii) All tow vehicles shall be equipped at all times with DOT approved safety vests for the operators, first aid kits, receipts for services rendered, hand tools, lockout kits, flashlight, broom, shovel, work gloves and a "Go-Jac" as may be required.
- (ix) All tow vehicles shall be kept in a clean and neat appearance, so as to be reasonably accommodating to the general public that may come in contact with said vehicles during the course of the contract.
- (x) The Contractor shall be responsible to clean up all broken/shattered glass and debris at the scene of accidents. All vehicles shall be equipped with a broom, shovel and other tools that may be required. The Contractor shall not be responsible for the cleanup of hazardous type materials (i.e. fuel, oil, chemicals, etc...).
- (xi) The Contractor shall utilize the appropriate equipment to perform the services necessary for the fulfillment of this contract. Any equipment utilized at a higher service rate, shall be at the Contractor's convenience and shall not be passed on to the vehicle owner as an additional charge for services rendered. All charges shall only be for the equipment required to properly provide said service(s).

Exceptions \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**8.) STORAGE AREA**

- a.) The Contractor will provide and maintain a temporary storage area for the use of the City of Sea Isle City for all vehicles towed by the contractor pursuant to this contract. The Contractor shall be required to tow all vehicles to this storage facility. Therefore the term storage facility shall be a facility for

## STORAGE AREA (continued)

temporary storage of towed vehicles and in no way intended to store such vehicles for a long period of time.

- (i.) The storage facility shall be within a six (6) foot high, secured enclosure, properly maintained and in compliance with all local zoning, licensing and code enforcement laws. This facility shall be available for inspection by local authorities and authorities from the City of Sea Isle City.
  - (ii.) The storage facility shall have a sufficient office and waiting room area. These facilities shall be capable of handling the procedures of properly releasing towed vehicles to their owners.
  - (iii.) The storage facility shall be manned during the business hours of eight (8) am to five (5) pm Monday through Friday and nine (9) am to twelve (12) noon Saturday, and may be closed on Sunday and Holidays. These hours of operation are mandatory from April 1 to September 15 of every year covered by this agreement. Times of operation of storage facility from September 16 to March 31 shall be determined by the Chief of Police and the successful contractor.
  - (iv.) The storage facility shall be at the Contractors principal place of business and such location shall meet local zoning, licensing and code enforcement laws for such usage.
  - (v.) The Contractor shall produce reasonable proof of ownership or lease of the storage facility.
  - (vi.) The storage area shall be lighted from dusk till dawn.
  - (vii.) The storage facility shall have a minimum useable storage area for not less than twelve vehicles. Useable storage area shall be the area exclusively used for the storage of towed vehicles for the City of Sea Isle City.
- b.) The storage facility shall have the proper sign identification upon the same and shall be kept clean so as to be reasonably accommodating to persons who may come upon said premises.'
- c.) No towed vehicle may be stored upon the public street or alley, but must be stored by the Contractor within the storage area as hereinabove described.

## STORAGE AREA (continued)

- d.) The Contractor shall be responsible for each vehicle in its storage area until final disposition and removal, as ordered by the City. All vehicles, regardless of condition, must be stored singly and so arranged to permit inspection and subsequent removal. Adequate walkway inspection space must be provided at all times. The Contractor is responsible to provide reasonable care, custody and control of the vehicle(s) and the contents thereof which are in the storage facility.
- e.) The Contractor shall be responsible to provide a certification or letter from the local zoning officer stating that storage of towed, damaged, wrecked, or otherwise inoperable motor vehicles at this location is permitted under the local zoning ordinance.
- f.) The Contractor shall be responsible to provide proof of ownership or rental of the storage facility of facilities. In the case of rental, a copy of the fully executed lease agreement covering the term of this contract shall be submitted. Said lease shall state that storage of towed vehicle will be allowed under the lease provisions.
- g.) The City will endeavor to dispose of the abandoned vehicles as rapidly as possible by Public Action in compliance with the laws of the State of New Jersey. If and when requested by the City, the Contractor shall be responsible to move vehicles at the storage area complex, without charge in order that the City may conduct an auction and properly dispose of said vehicles.
- h.) The City of Sea Isle City Police Department shall be responsible for processing and disposal of each vehicle in its storage area until final disposition and removal, as ordered by the City. Vehicle owners and any security interest information shall be provided to the Contractor within twenty-four (24) hours of towing. This procedure shall be directed and supervised by the Chief of Police of the City of Sea Isle City.

## 9.) REMOVING AND STORING ABANDONED VEHICLES

- a.) The Contractor shall remove and tow to the Sea Isle City Storage facility all vehicles as directed by the Sea Isle City Police Department which are: abandoned, illegally parked, disabled, involved in accidents or suspected of involvement in criminal activity. The decision on when a vehicle is abandoned, illegally parked, disabled, involved in an accident or suspected of involvement in criminal activity shall be made by the Sea Isle City Police Department and the Contractor shall have no responsibility for the same.

## REMOVING AND STORING ABANDONED VEHICLES (continued)

- b.) The Contractor shall be responsible for the towing of vehicles described in Paragraph 9(a) from streets, alleys, public right-of-way, public easements, thoroughfares, public or quasi-public places, including parks, and playgrounds as directed by the Sea Isle City Police Department.
- c.) The Contractor shall be responsible for the towing of vehicles as described herein on a twenty-four (24) hour basis, seven (7) days a week during the term of the contract.
- d.) The Contractor shall respond promptly to all requests for towing service by the City. In any event, the Contractor shall respond and be present at the towing location within thirty (30) minutes of receipt of notice of the towing, unless heavy or unusual traffic conditions within or without the City prevent the Contractor from arriving within thirty (30) minutes. In the event, the Contractor shall arrive in a reasonable time given allowance for said traffic conditions. Failure to arrive promptly as provided herein will be considered a breach of the contract by the Contractor.
- e.) In the event that the Contractor has been summoned by the City for the purpose of towing a vehicle, and the owner of the vehicle arrives on the scene prior to the removal of the vehicle by the contractor, the owner may be charged by the Contractor the "unloading and show-up charge" listed in the rate schedule.
- f.) The Contractor shall be responsible for the towing of any disabled City-owned vehicle when requested by the City, and if required, the changing of tires on those vehicles. This service will be furnished to the City of Sea Isle City for the maximum rate not to exceed one half (1/2) of the basic towing rate (see proposal form).
- g.) The Contractor will be responsible to clean up all broken glass and debris at the scene of accidents. All vehicles must be equipped with a broom and shovel. The contractor shall not be responsible for the cleanup of hazardous type materials (i.e. fuel, oil, chemicals, etc...).
- h.) The Contractor shall be responsible for properly securing all vehicles once they are placed in the storage compound. All doors and windows shall be closed and locked to prevent vandalism and/or damage from inclement weather.
- i.) The Contractor shall not make any repairs to any vehicle towed or stored by him as provided for herein without first receiving written authorization from the owner or his agent.

10.) CHARGE OF SERVICES

- a.) All charges for services performed under this contract shall be in conformity with these specifications and the bid rate schedule.
- b.) The rates applicable to towing services performed and storage under this contract shall be posted in a conspicuous place, visible to the public at the City's storage facility.
- c.) The Contractor shall not charge a storage fee during the first twelve (12) hours of the tow. The twelve (12) hours shall commence when the vehicle has been dispatched by the City and it has been documented by the contractor of the said time on the bill.
- d.) The Contractor shall prepare a bill for towing charges for each vehicle towed, consistent with the schedule of towing services attached hereto. Prior to the release of any vehicle by the Contractor from the storage facility, the Contractor will obtain a Police Release Form from the person claiming the vehicle. This form and procedure shall be prescribed by the Chief of Police of the City of Sea Isle City.
- e.) When a Police Release Form has been issued the City will not be responsible for any charges due and owing to the contractor from a vehicle, nor will it assist the Contractor in collecting any charges. Specifically, the City will not be responsible to reimburse the Contractor for towing services for towing services or storage fees in connection with the towing of vehicles and the storage of same which are abandoned or disabled, and from which the Contractor is unable to obtain the towing service fee from the owner. The City, however, will make good faith efforts to auction abandoned vehicles, and other vehicles towed within the City for which the Contractor has not received payment of his towing service, consistent with appropriate State Law. In the event that an auction occurs on said vehicles, and money is received, the contractor shall be paid his BASE towing fee and storage fee for said vehicle or vehicles.
- f.) The Contractor shall use the proper equipment to perform the service necessary. Any equipment used of a higher service shall be at the Contractor's convenience and shall be of no additional charge to the vehicle owner. The charge shall be of the equipment needed to properly provide the service(s) required only.

11.) STAND BY & EMERGENCY SERVICE

- a.) In addition to the service herein outlined, the Contractor will be required to furnish extra towing equipment and service during storm periods, period of snow emergencies, traffic emergencies, special events, disasters, any acts of God, and for any other reason when so designated by the Mayor, and/or the

**STAND BY & EMERGENCY SERVICE (continued)**

Chief of Police or their duly authorized representatives. During such periods which are herein referred to as "standby periods", the Contractor shall be required to furnish adequate equipment and service to be held ready to remove the following types of vehicles:

- Passenger vehicles and light trucks under one and one half (1 1/2) tons.
- b.) Stand by service will begin when the Chief of Police or his authorized designee calls the Contractor initially and will end when he terminates the standby status by calling the Contractor.
- c.) The City reserves the right, during any emergency, to designate temporary areas owned or leased by the City for storage of disabled vehicles to said area at the direction of the Emergency Management Coordinator. During said emergencies, the Contractor shall be entitled to make regular charges to the owners of the vehicles so removed.

Exceptions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**12.) TOWING SERVICE & REQUIRED RESPONSE TIME**

- a.) The Contractor shall remove and/or tow all vehicles as directed by the Sea Isle City Police Department which are as follows: abandoned, illegally parked, disabled, involved in accidents or suspected of involvement in criminal activity. The decision as to when a vehicle has been determined to be abandoned, illegally parked, disabled, involved in an accident or suspected of involvement in criminal activity shall be made solely by the Sea Isle City Police Department, and the Contractor shall have no responsibility for the same.
- b.) The Contractor shall be required to tow said vehicles that have been deemed abandoned only during the times when the day rate applies. If the contractor so chooses to remove these vehicles other than the time that has been specified above, than it shall be for their sole convenience only and in this instance the day rate shall still be utilized for billing purposes to the City, unless otherwise directed and authorized by the Sea Isle City Police Department. Under no circumstances shall the City be liable to pay the night/weekend rate, unless prior approval has been authorized by the City.

## TOWING SERVICE & REQUIRED RESPONSE TIME (continued)

- c.) The Contractor shall be responsible for the towing of said vehicles described in Paragraph a, from streets, public right-of-way, public easements, public and/or quasi-public places, including City owned parking lots, parks and playgrounds as directed by Sea Isle City Police Department.
- d.) The Contractor shall be responsible for the towing service of vehicles as described herein on a twenty-four (24) hours a day, three hundred sixty-five (365) days per year for the term of the contract.
- e.) The Contractor shall respond promptly to all requests for towing service by the City. In any event, the Contractor shall respond and be present at the towing location within thirty (30) minutes of receipt of notice of the towing, unless heavy and/or unusual traffic conditions both within or outside the City prevent the Contractor from arriving within the specified thirty (30) minutes. In that event, the Contractor shall arrive in a reasonable time period given the allowance for said traffic conditions. Repeated failures to arrive promptly as prescribed herein shall be considered a breach of the contract by the Contractor.
- f.) In the event that the Contractor has been summoned by the City for the purpose of towing a vehicle, and the owner of said vehicle arrives on the scene prior to the removal of the vehicle by the contractor, the owner may be charged by the contractor the "unloading & show up charge" listed in the rate schedule.
- g.) The Contractor shall be responsible for the towing of any disabled City-owned vehicles when requested by the City, and, if required the changing of tires on those vehicles. The service shall be furnished to the City of Sea Isle City for maximum rate not to exceed one half (1/2) of the basic towing rate (see proposal form).
- h.) The Contractor shall be responsible to clean up all broken/shattered glass and/or debris at the scene of the accident. All vehicles shall be equipped with the minimum of a broom and shovel. The Contractor shall not be responsible for the cleanup of hazardous type materials (i.e. fuel, oil, chemicals, etc...).
- i.) The Contractor shall be responsible for properly securing all vehicles once they have been placed in the City's vehicle storage compound. All doors and windows shall be closed to prevent vandalism and/or damage from inclement weather or other outside elements.
- j.) The Contractor shall be required to utilize the proper and necessary equipment to perform the said towing services. Any equipment utilized of a higher service rate and/or class, shall be at the Contractor's sole convenience and shall be provided at no additional charge to the vehicle owner.



Exceptions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

13.) LOCKOUT SERVICE & REQUIRED RESPONSE TIME

- a.) The Contractor shall make ready for service to the motoring public, vehicles and employees capable of gaining entry into locked automobiles of all types, makes and models.
- b.) The Contractor shall have the vehicles and employees available twenty-four (24) hours a day, three hundred sixty-five (365) days per year for the term of the contract.
- c.) The Contractors shall respond promptly to all requests of service under this contract. In any event, the Contractor shall respond and be present at the location requiring service within thirty (30) minutes of receipt of the notice of service, unless heavy and/or unusual traffic conditions within or out of the City, prevents the Contractor from arriving within thirty (30) minutes. In that event, the Contractor shall arrive promptly as provided herein may be considered a breach of the contract by the Contractor.
- d.) The Contractor shall use the proper equipment to perform the services necessary and shall be responsible for the service rendered and/or damages resulting from said service.
- e.) The Contractor shall when providing said service on a City right-of-way, roadway, street, etc..., shall wear a DOT approved safety vest at all times while rendering said service under this contract.

Exceptions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

14.) CHARGES FOR TOWING, STORAGE & LOCKOUT SERVICES

- a.) All charges for services performed under this contract shall be in conformity with these specifications and the bid rate schedule. The bid rate of one (1) hour shall be the rate for a normal and/or standard tow/lockout service call. Any charges exceeding that rate shall require the prior authorization of the City.

CHARGES FOR TOWING, STORAGE & LOCKOUT SERVICES (continued)

- b.) The bidder shall be required to accept all major credit cards from motorist for the services rendered, including but limited to, American Express, Discover Card, Master Card and Visa. Failure to comply with these provisions and/or refusal to accept said credit cards when tendered by a motorist shall be deemed to be a substantial violation of the requirements of this contract. It shall be the Contractor's responsibility to insure that all charges are properly applied.
- c.) In situations where the motorist credit card is not approved for use by a third party credit agency, then the contractor shall be permitted to refuse to accept the credit card.
- d.) The rates applicable to towing, storage and lockout services performed under this contract shall be printed on rate cards that are made available to the general public during the course of the rendering of the service by the contractor.
- e.) The Contractor shall be required to prepare a bill for the towing, storage and lockout charges for each vehicle towed, stored and/or services, consistent with the rate schedule that is established by this contract. Prior to the release of any vehicle by the City from the storage compound, the City shall first obtain proof of payment for the Contractor's towing fee as indicated on said bill.
- f.) The City reserves the right, during an emergency, to designate temporary areas owned and/or leased by the City for the storage of disabled vehicles. Said areas shall only be utilized at the direction of the Chief of Police. During said emergencies; the Contractor shall be entitled to make regular charges to the owners of the vehicles so removed.

Exceptions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

15.) VEHICLE RELEASE HOURS

- a.) The contractor shall be required to release all vehicles between the hours of 8:00 am through 12:00 midnight. Releases after the prescribed hours shall only take place at the direction of the Sea Isle City Police Department or at the convenience of the towing contractor.

VEHICLE RELEASE HOURS (continued)

- b.) After hour releases shall be deemed an emergency by the Police Department, prior to notification of the towing contractor. The contractor shall not be required to respond to routine request that could be handled during the established release hours, unless directed to do so by the Police Department.

Exceptions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

16.) INDEMNITY & HOLD HARMLESS

The Contractor shall be required to indemnify and hold harmless the City of Sea Isle City from any and all claims for personal injury or property damage against the City arising out of the operation of any towing, storage and lockout services or repair services under this agreement. The contractor shall further be required to defend the City of Sea Isle City, at Contractor's expense, in connection with any claim, demand, suit and/or action brought against the City and arising out of the operation of any towing, garage and/or repair services under this agreement.

17.) INSURANCE REQUIREMENTS

- a.) Insurance shall be furnished by insurance companies who are authorized to do business in the State of New Jersey.
- b.) If the contract is awarded, the bidder shall be required to purchase and maintain during the life of the contract, Comprehensive General Liability Insurance, Comprehensive Automobile Liability Insurance and Worker's Compensation Insurance with limits of not less than those set forth below.

(i.) General Liability Insurance

Limit of liability shall not be less than \$1,000,000.00 combined single limits (Bodily Injury and Property Damage) per occurrence and \$2,000,000.00 aggregate including premises operations and products/completed operations.

(ii.) Automobile Liability Insurance

Limit of liability shall not be less than \$1,000,000.00 combined single limits (Bodily Injury and Property Damage) per occurrence.

**Automobile Liability Insurance (continued)**

**Note:** Liability Insurance policies shall be specifically endorsed to provide Collision Insurance for vehicles in tow. This coverage is known as "on hook legal liability".

(iii.) **Garage Liability Insurance**

Limit shall not be less than \$1,000,000.00 combined single limits.

(iv.) **Worker's Compensation Insurance**

Statutory Coverage including liability coverage with a limit of a minimum of \$100,000.00.

(v.) **Excess Umbrella Insurance**

Excess Umbrella in the amount of \$4,000,000.00, giving protection in excess of the General and Auto Liability Coverage.

(vi.) On all Liability Policies, the City of Sea Isle City shall be named as additional insured and insurance Certificates shall indicate such coverage.

(vii.) Insurance coverage shall indemnify the City of Sea Isle City and the Public against any loss due to injuries, accidents or damages of any Character whatsoever, where any such damage is the result of act of Omission of the Contractor their agents or employees in or due to the execution of the work called for under the contract.

(viii.) Liability Insurance policies shall be specifically endorsed to provide Collision insurance for vehicles in tow.

(ix.) The successful bidder shall provide the City with certificates of Insurance evidencing the coverage required above and naming the City as insured. Such certificates shall provide that the City be given at least sixty (60) days prior written notice of any cancellation of, intention not to renew, or material change in such coverage. These certificates must be provided before commencing work in connection with the contract. Failure to submit this with the bid shall subject said bid to immediate disqualifications.

(x.) By providing any insurance required herein does not relieve the bidder of any of the responsibilities and/or obligations assumed by the bidder in the contract awarded or for which the bidder may be liable by law and/or otherwise.

Excess Umbrella Insurance (continued)

- (xi.) Failure to provide and continue in force such insurance as required above, shall be deemed as a material breach in the contract and shall be cause for immediate termination thereof. All vehicles and personnel utilized by the Contractor to execute the work under this contract shall have the above prescribed coverage as outlined above.

Exceptions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

18.) RECORDS TO BE RETAINED & INSPECTIONS BY THE CITY

- a.) The Contractor shall record all vehicles towed and/or serviced on an approved Invoice, which clearly state the name of the owner, vehicle make and model and identification number along with all other pertinent information.
- b.) All records shall be kept for a period not less than seven (7) years, per New Jersey State Statues.
- c.) The Contractor shall be required to provide the City with a monthly billing of vehicles towed and/or deemed abandoned. Said billing shall reflect a vehicle description, license plate number, date and services performed. Upon review and verification the City shall make payment for the vehicles that are deemed abandoned and/or the City's responsibility.
- d.) A final end of year billing for all vehicles that were towed on the City's behalf shall be presented to the City by November 30<sup>th</sup> for each contract period in order that the City may properly close out its financial obligations and records for that fiscal year.
- e.) Authorized representatives of the Police Department/Purchasing Department and/or their designees shall have access to any of the records that are required to be kept by the Contractor during and after the duration of the contract.

Exceptions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

19.) RIGHTS OF VEHICLE OWNERS

- a.) The owner of any vehicles towed shall have the right to remove property belonging to them from the stored vehicle, unless a "Policy Hold" is marked on the towing form. Items shall be removed during the scheduled hours of release, unless otherwise determined by the Police Department.
- b.) The vehicle owner and/or their representatives shall have the right to take photographs of stored vehicles for insurance claim purposes.

20.) DISPUTES & ADJUSTMENTS

- a.) Any disputes over the interpretation of the contract, including the reasonableness of any fines and/or charges assessed, shall be settled amicably, if possible, through negotiations between Contractor, the Police Department and the Purchasing Department.
- b.) In cases where the City has mistakenly directed that a vehicle be towed and/or has acted on incorrect information supplied by other official sources, the Contractor shall be reimbursed by the City for the minimum applicable towing fee as stipulated in the contract for their services rendered.
- c.) Any violation of the terms of this contract shall be subject the Contractor to a violation penalty not to exceed one hundred and fifty dollars (\$150.00) per occurrence, payable to the City of Sea Isle City within fourteen working (14) days after written notification by the City and/or the cancellation and voiding of the contract by the City of Sea Isle City.
- d.) No part of this contract shall be assigned, leased, sublet and/or otherwise disposed of by the Contractor, except with the prior written approval of the City of Sea Isle City.
- e.) In the event bankruptcy proceedings are instituted against the Contractor, voluntary and/or involuntary, or an assignment for the benefit of creditors is made by said Contractor or a receiver is appointed for the Contractor and such receivership is not dismissed within fifteen (15) days after the appointment of the receiver, or the Contractor refuses or fails, after two (2) or more notices from the City that is failing to live up to the terms of this agreement, or that it is performing the work unsatisfactorily or otherwise is guilty of a substantial violation of the requirements of this agreement, the Purchasing Agent may suspend or terminate the right of the Contractor to perform under this agreement.

21.) DEALING WITH THE GENERAL PUBLIC

- a.) In all their dealings with the general public in connection with this contract, the Contractor shall be required and is expected to act in a professional manner, and at all times to be courteous and respectful towards members of the general public as well as representatives of the City of Sea Isle City. While members of the general public, especially those vehicles that may have been towed and/or impounded, may at times resort to strong language, threats and unbecoming behavior toward the Contractor. In this circumstance the Contractor shall be required to exercise restraint and not to respond in kind, and thereby reflect unfavorably on the City of Sea Isle City and/or the Police Department, but should refer the matter to the Sea Isle City Police Department for further resolve.
- b.) Repeated reports of discourteous behavior by the Contractor and/or their employee's which can be substantiated and documented shall be considered by the City as sufficient cause for termination of the contract.

DEALING WITH THE GENERAL PUBLIC (continued)

- c.) To assist in a cooperative relationship between the contractor and members the general public, the contractor and the Chief of Police of the City shall promulgate a standby procedure to be followed of the contract.

22.) SERVICE RATES

- a.) On the attached Proposal Form, each bidder shall be required to submit a maximum rate for the towing, storage and lockout service, which shall include up to one (1) hour winching service. No additional charge shall be levied for winching services when completed within one (1) hour. After one (1) hour of service, all charges shall be calculated in increments of fifteen (15) minutes or 25% of base applicable rate.

b.) Rates

Weekday Day Rate:	7:31 am through 4:29 pm
Evening/Night Rate:	4:30 pm through 7:30 am
Weekend Rate:	Friday, 4:30 pm through Monday, 7:30 am
Holiday Rate:	All Federal, State & Municipal Holidays (Attachment #1)
Storage Fee Per Day:	Rate

SERVICE RATES (continued)

The City shall permit an unloading charge or drop charge at a rate of 50% (rounded to the nearest whole dollar) of the successful bidder's towing service rate.

Exceptions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

23.) CONTRACTOR TO PROVIDE RATE CARDS

- a.) The contractor shall be required to have printed at their own expense (subject to a form approved by the Chief of Police) a rate card detailing all rates that are authorized to be charged under this contract. The rate card shall also provide instructions on how to claim a vehicle, including hours of operation, location of the storage compound and telephone number of the towing contractor.

Additionally, the rate card shall provide for the tow truck operator to write in any pertinent information applicable. The rate card shall be given to the operator of each vehicle towed. In the case of an injury to the operator, the rate card shall be given to any passenger, when possible and applicable.

Exceptions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**ASSEMBLY BILL (P.L. 1975, C. 127) APPROVED JUNE 23, 1975**

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

- A.) 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 or sex. The 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 or sex. Such action 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 non-discrimination clause.
- B.) 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 or sex;
- C.) The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the public agency compliance officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D.) The 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.
- E.) The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by section 5.2 of the regulations 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 section 5.2 of the regulations promulgated by the treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

## ASSEMBLY BILL (CONTINUED)

F.) The contractor or subcontractor agrees to inform in writing all recruitment agencies, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G.) 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 court decisions.

H.) 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, 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.

I.) The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office 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 Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

**AFFIRMATIVE ACTION COMPLIANCE NOTICE**  
**N.J.S.A. 10:5-31 et seq. AND N.J.A.C. 17:27-5.2**

**GOODS AND SERVICES CONTRACTS**  
**(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-5.2.

The successful bidder shall submit to the public agency, after notification of award prior to execution of this contract, one of the following three documents as forms of evidence:

- (a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or
- (b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-5.2; or
- (c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-5.2.

The successful vendor may obtain the Affirmative Action Employee Information (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-5.2 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-5.2.

COMPANY: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

## EXHIBIT A

### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq., N.J.A.C.17:27

#### GOODS, PROFESSIONAL SERVICES 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 any or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affect ional or sexual orientation or sex. Except with respect to affect ional or sexual orientation, the 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, affect ional or sexual orientation or sex. Such action shall include, but not 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 port in conspicuous places, available to employees and applicants for employment, notices to the 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 received consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affect ional or sexual orientation or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it 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 the contractor's commitments under this act 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 emended and supplemented from time to time and the Americas with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

## EXHIBIT A (cont)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, 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, affect ional or sexual orientation 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 personal testing conforms with the principles of job-related testing, as established by the statues 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 applicable 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, creed, color, national origin, ancestry, marital status, affect ional or sexual orientation 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

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division 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 contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

## **CORPORATE DISCLOSURE STATEMENT**

N.J.S.A. 52:25-24.2 reads in part that "no corporation or partnership shall be awarded any contract by the Municipality, or any subsidiary or agency thereof, unless prior to the receipt of the bid of the corporation or partnership, there is submitted to the public contracting unit a statement setting forth the names and address of all individuals who own 10% or more of the stock or interest in the corporation or partnership".

1. If the bidder is a partnership, then the statement shall set forth the names and addresses of all partners who own a 10% or greater interest in the partnership.
2. If the bidder is a corporation, then the statement shall set forth the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class.
3. If a corporation owns all or part of the stock of the corporation or partnership submitting the bid, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that corporation.
4. If the bidder is other than a corporation or partnership, bidder shall indicate the form of corporate ownership as listed below. (See next page)

### **BIDDER MUST COMPLETE ONE OF THE FOLLOWING STATEMENTS:**

- I. Stockholders or Partners owning 10% or more of the company submitting bid (if more space is needed please attach list):

Name (print) \_\_\_\_\_

Address \_\_\_\_\_

City, State and Zip Code \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

II. No Stockholder or Partner owns 10% or more of the company submitting bid:

Signature \_\_\_\_\_

Date \_\_\_\_\_

III. Bid is being submitted by an individual who operates as a sole proprietorship:

Signature \_\_\_\_\_

Date \_\_\_\_\_

IV. Bid is being submitted by a corporation or partnership that operates as a (check of the following)

\_\_\_\_ Limited Partnership

\_\_\_\_ Limited Liability Corporation

\_\_\_\_ Limited Liability Partnership

\_\_\_\_ Subchapter S Corporation

V. Stockholders or Partners owning 10% or more of the form of corporation or partnership checked above shall provide the following information (if more space is needed please attach list):

Name (print) \_\_\_\_\_

Address \_\_\_\_\_

City, State and Zip Code \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**NON-COLLUSION CLAUSE**

"VENDOR" REPRESENTS AND WARRANTS THAT VENDOR HAS NOT SECURED THIS CONTRACT AS A RESULT OF ANY COLLUSION WITH OR PAYMENT BY VENDOR OR ANY OFFICER, EMPLOYEE, AGENT OR REPRESENTATIVE OR VENDOR TO ANY OTHER VENDOR (S), CITY OFFICIAL (S), OR CITY EMPLOYEE (S). VENDOR FURTHER REPRESENTS THAT VENDOR HAS NOT VIOLATED ANY STATE OR MUNICIPAL STATUTE OR ORDINANCE APPERTAINING TO THE INVITATION TO AND AWARD OF THIS BID BY THE CITY OF SEA ISLE CITY."

NAME & SIGNATURE \_\_\_\_\_

OFFICER \_\_\_\_\_

DATE \_\_\_\_\_



# Request for Taxpayer Identification Number and Certification

Give form to the  
 requester. Do not  
 send to the IRS.

See Specific Instructions on page 2

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	<input type="checkbox"/> Exempt from backup withholding
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
		=		=				
OR								
Employer identification number								
	=							

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

### Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

• Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for information.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.**

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

PROPOSAL FORM  
TOWING, STORAGE AND LOCKOUT SERVICES

The undersigned, having read the advertisement, instructions to bidders, specifications all other papers included in this bid document, will comply with all the terms, covenants and agreements set forth there if awarded the contract.

<u>ITEM</u>	<u>DESCRIPTION OF SERVICE</u>	<u>BASE RATE</u>
-------------	-------------------------------	------------------

Basic Towing Service Rates

1 a.	Date Rate – Weekdays (7:31 am through 4:29 pm) Towing Service – flat rate To include one (1) hour winching service for motorcycles, passenger cars & light trucks and vans. The price shall include the New Jersey (7%) Sales Tax.	\$ _____
------	---	----------

1 b.	Night, Weekend & Holiday Rate (4:30 pm through 7:30 am) Towing Service – flat rate To include one (1) hour winching service for motorcycles, passenger cars & light trucks and vans. The price shall include the New Jersey (7%) Sales Tax	\$ _____
------	---	----------

2.	Unloading or Show-up Charge The City shall permit an unloading or show-up charge at a maximum rate of 50% of the Day rate (rounded to the nearest whole dollar) of the successful bidder's base towing rate. The price shall include the New Jersey (7%) Sales Tax.	\$ _____
----	--	----------

Storage

3.	Storage Fee, Per Day	\$ _____
----	----------------------	----------

PROPOSAL FORM (continued)

Lockout Service Rates

4 a. Day Rate – Weekdays  
(7:31 am through 4:29 pm)  
Lockout Service – maximum flat  
rate for the entry of a locked automobile and/or  
vehicle which shall include up to one (1) hour of  
service, including the New Jersey (7%) Sales  
Tax. \$ \_\_\_\_\_

4 b. Night, Weekend & Holiday Rate  
(4:30 pm through 7:30 am)  
Lockout Service – maximum flat  
rate for the entry of a locked automobile and/or  
vehicle which shall include up to one (1) hour of  
service, including the New Jersey (7%) Sales  
Tax. \$ \_\_\_\_\_

Municipal Owned Vehicle Tow

5. Municipal Owned Vehicle Tow and/or Tire Change Rate  
(maximum rate not to exceed one half (1/2) of the basic  
Towing rate) \$ \_\_\_\_\_

GENERAL CONTRACT INFORMATION

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

Principal Business Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Satellite Business Address (if applicable): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_

\_\_\_\_\_

Number of Years in the Towing Business for the Name of the Firm/Company that is

Submitting the bid: \_\_\_\_\_

Telephone Number : \_\_\_\_\_

Cell Phone Number (if applicable) \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Tax I.D./Social Security Number:

Business Registration Certificate: \_\_\_\_\_ yes (please attach) \_\_\_\_\_ no

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

Date: \_\_\_\_\_

LIST OF CUSTOMER REFERENCES

Name of Government Agency: (if applicable) \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Number of Service Calls Annually: \_\_\_\_\_

Name of Government Agency: (if applicable) \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Number of Service Calls Annually: \_\_\_\_\_

Name of Government Agency: (if applicable) \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Number of Service Calls Annually: \_\_\_\_\_

**CITY OF SEA ISLE CITY**

**CHECK LIST**

**THE FOLLOWING DOCUMENTS MUST BE SUBMITTED WITH THE BID OR BID WILL BE REJECTED:**

- 1. Proposal Page(s) – Must be Signed
- 2. Stockholder Disclosure Certificate – The Public Disclosure (c.33, P.L. 1977) Must be completed and signed.
- 3. New Jersey Business Registration Certificate
- 4. Public Works Contractor Registration

**THE FOLLOWING DOCUMENTS, IF REQUESTED, MUST BE SUBMITTED WITH THE BID OR BID WILL BE REJECTED:**

- 5. Bid Guarantee \_\_\_\_\_X\_\_\_\_\_
- 6. Certificate or Consent of Surety Form \_\_\_\_\_X\_\_\_\_\_
- 7. Acknowledgement of Receipt of Addendum  
– Must be Signed \_\_\_\_\_
- 8. Listing of Subcontractors along w/New Jersey  
Business Registration Certificate & Public Works  
Contractor Registration \_\_\_\_\_

**THE FOLLOWING DOCUMENTS, IF REQUESTED, ARE RECOMMENDED TO BE SUBMITTED WITH THE BID, HOWEVER, IF AWARDED, THE FOLLOWING FORMS MUST BE PROVIDED WITH YOUR SIGNED CONTRACT:**

- 9. Non-Collusion Affidavit – Must be Signed  
And Notarized \_\_\_\_\_X\_\_\_\_\_
- 10. Certificate of Insurances \_\_\_\_\_X\_\_\_\_\_
- 11. Contractor's Affirmative Action Plan  
Letter of Federal Affirmative Action Plan \_\_\_\_\_X\_\_\_\_\_
- 12. W-9 Taxpayer Identification Number \_\_\_\_\_X\_\_\_\_\_
- 13. Hold-Harmless Agreement – Must be Signed  
And Notarized \_\_\_\_\_X\_\_\_\_\_

Exhibit 3

CITY OF SEA ISLE CITY  
NEW JERSEY

RESOLUTION NO. 200 (2009)

APPROVING OF SPECIFICATIONS AND AUTHORIZING ADVERTISEMENT OF BID

BE IT RESOLVED by the City Council of the City of Sea Isle City, New Jersey authorizes the advertisement of the following bid:

Towing and Lockout Services

  
William J. Kehner, Council President

Recorded Vote:

Council	Yes	No	Abstain	Absent	Moved	Second
Divney	X					
Edwardi	X				X	
Kehner	X					
Tighe	X					X
McHale	X					

I HEREBY CERTIFY THAT the foregoing resolution was duly adopted by the City Council of the City of Sea Isle City, New Jersey, at the regular meeting held on Tuesday, August 25, 2009.

  
Cindy L. Griffith, Municipal Clerk



Exhibit 4

CRINDLE

**CITY OF SEA ISLE CITY**

**CHECK LIST**

**THE FOLLOWING DOCUMENTS MUST BE SUBMITTED WITH THE BID OR BID WILL BE REJECTED:**

- 1. Proposal Page(s) – Must be Signed
- 2. Stockholder Disclosure Certificate – The Public Disclosure (c.33, P.L. 1977) Must be completed and signed
- 3. New Jersey Business Registration Certificate
- 4. Public Works Contractor Registration

**THE FOLLOWING DOCUMENTS, IF REQUESTED, MUST BE SUBMITTED WITH THE BID OR BID WILL BE REJECTED:**

20,000

- 5. Bid Guarantee
- 6. Certificate or Consent of Surety Form
- 7. Acknowledgement of Receipt of Addendum  
– Must be Signed
- 8. Listing of Subcontractors along w/New Jersey  
Business Registration Certificate & Public Works  
Contractor Registration

_____	X	✓
_____	X	✓
_____		
_____		

**THE FOLLOWING DOCUMENTS, IF REQUESTED, ARE RECOMMENDED TO BE SUBMITTED WITH THE BID, HOWEVER, IF AWARDED, THE FOLLOWING FORMS MUST BE PROVIDED WITH YOUR SIGNED CONTRACT:**

- 9. Non-Collusion Affidavit – Must be Signed  
And Notarized
- 10. Certificate of Insurances
- 11. Contractor's Affirmative Action Plan  
Letter of Federal Affirmative Action Plan
- 12. W-9 Taxpayer Identification Number
- 13. Hold-Harmless Agreement – Must be Signed  
And Notarized

_____	X	✓
_____	X	✓
_____	X	✓
_____	X	✓
_____	X	

# Western Surety Company

7400 College Blvd., 3<sup>rd</sup> Floor  
Overland Park, KS 66210  
800-886-3269 Ext. 7754

Bond No. 58668107

## Bid Bond (Percentage)

KNOW ALL MEN BY THESE PRESENTS, That we Kindle Ford Lincoln Mercury, Inc. of Cape May Court House, NJ, hereinafter referred to as the Principal, and Western Surety Company as Surety, are held and firmly bound unto City of Sea Isle City, NJ, hereinafter referred to as the Obligee, in the sum of **Twenty Thousand (\$20,000) Dollars**, for the payment of which we bind ourselves, our legal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Obligee on a contract for:  
Towing Contract

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

SIGNED, SEALED AND DATED this 5th day of October, 2009.

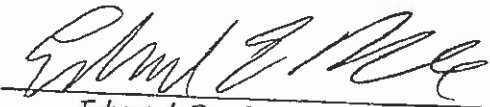
By: [Signature] Principal  
(Seal).

Western Surety Company

By: [Signature] Surety  
[Signature] Attorney-in-Fact (Seal).

**NON-COLLUSION CLAUSE**

"VENDOR" REPRESENTS AND WARRANTS THAT VENDOR HAS NOT SECURED THIS CONTRACT AS A RESULT OF ANY COLLUSION WITH OR PAYMENT BY VENDOR OR ANY OFFICER, EMPLOYEE, AGENT OR REPRESENTATIVE OR VENDOR TO ANY OTHER VENDOR (S), CITY OFFICIAL (S), OR CITY EMPLOYEE (S). VENDOR FURTHER REPRESENTS THAT VENDOR HAS NOT VIOLATED ANY STATE OR MUNICIPAL STATUTE OR ORDINANCE APPERTAINING TO THE INVITATION TO AND AWARD OF THIS BID BY THE CITY OF SEA ISLE CITY."

NAME & SIGNATURE   
Edward Boyle

OFFICER Parts & Service Director

DATE October 1, 2009

Certification 2421

### 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-SEP-2007 to 15-SEP-2010

KINDLE FORD MERCURY-LINCOLN  
PO BOX 730  
CAPE MAY CT HSE NJ 08210

State Treasurer



A handwritten signature in black ink, appearing to read "K. Ford".



# Request for Taxpayer Identification Number and Certification

Give form to the  
 requester. Do not  
 send to the IRS.

See Specific Instructions on page 2

Name (as shown on your income tax return) <i>Kindle Inc. DBA C &amp; E Towing</i>	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ _____	
<input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.) <i>525 Stone Harbor Blvd.</i>	Requester's name and address (optional)
City, state, and ZIP code <i>Cape May Court House, NJ 08210</i>	
List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number	
=   =	
OR	
Employer identification number	

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

<b>Sign Here</b>	Signature of U.S. person ▶ <i>[Handwritten Signature]</i>	Date ▶ <i>10/2/09</i>
------------------	---	-----------------------

### Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding,
- or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for information.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

CERTIFICATE OF INSURANCE  
UNIVERSAL UNDERWRITERS INSURANCE COMPANY

UU3308 (9-82)

7045 College Boulevard - Overland Park, Kansas 66211

hereby certifies that the following insurance policies have been issued on behalf of:

Name of Insured Kindle Ford  
Address of Insured 525 Stone Harbor Blvd Cape May Court House, NJ 08210



KIND OF INSURANCE	POLICY NUMBER	POLICY PERIOD	OUR LIMITS
Garage Operations & Auto Hazards Liability Including injury with respect to personal injury Protection, advertising product related damages, Legal damages, Owned, Non-Owned & Hired Vehicles + Umbrella	[REDACTED]	6/1/09-6/1/10	\$4,000,000
General Liability including Premises Hazard and Contractor's Hazard + Umbrella	[REDACTED]	6/1/09-6/1/10	\$4,000,000
RE Bid: Towing Contract			
Additional Insured- End. 0532 City of Sea Isle			

City of Sea Isle is named as an Additional Insured but only with respect to Kindle Ford negligent acts.

30 Notice of Cancellation will be given except for Non-Payment which is 10 Days

This Certificate of Insurance neither affirmatively nor negatively amends, extends or alters the coverage afforded by the policies listed above which have been issued by this Company.

In the event of any material change in, or cancellation of, said policies, the undersigned company will endeavor to give written notice to the party to whom this certificate is issued, but failure to give such notice shall impose no obligation nor liability upon the company.

Certificate of insurance prepared for: Name City of Sea Isle  
4416 Landis Ave  
Sea Isle City, NJ 08243

This certificate is not valid unless countersigned by an authorized representative of the company.

Date October 1, 2009 Countersigned by Edward J. Worobe  
Authorized Representative  
Edward J. Worobe, Regional Sales Manager

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE  
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, N. J. 08646-0252

TAXPAYER NAME:

KINDLE FORD-MERCURY-LINCOLN, INC.

TRADE NAME:

TAXPAYER IDENTIFICATION#

CONTRACTOR CERTIFICATION#  
0064118

ADDRESS

525 STONE HARBOR BLVD  
CAPE MAY COURT HO NJ 08210

ISSUANCE DATE:

09/13/01

EFFECTIVE DATE:

07/01/66

*Patricia A. Chanski*  
Director, Division of Revenue

FORM-BRC(08-01)

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.



**AFFIRMATIVE ACTION COMPLIANCE NOTICE**  
**N.J.S.A. 10:5-31 et seq. AND N.J.A.C. 17:27-5.2**

**GOODS AND SERVICES CONTRACTS**  
**(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-5.2.

The successful bidder shall submit to the public agency, after notification of award prior to execution of this contract, one of the following three documents as forms of evidence:

- (a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or
- (b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-5.2; or
- (c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-5.2.

The successful vendor may obtain the Affirmative Action Employee Information (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-5.2 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-5.2.

COMPANY: Kindle Ford Mercury Lincoln Dodge DBA. C+E Towing  
SIGNATURE: [Handwritten Signature]  
PRINT NAME: Edward E. Boyle TITLE: Service & Parts Director  
DATE: 10-5-09

## ASSEMBLY BILL (CONTINUED)

F.) The contractor or subcontractor agrees to inform in writing all recruitment agencies, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G.) 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 court decisions.

H.) 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, 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.

I.) The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office 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 Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

GENERAL CONTRACT INFORMATION

Business Name: Kindle Inc. DBA C & E Towing

Principal Business Address: 525 Stone Harbor Blvd.

Cape May Court House, NJ 08210

Satellite Business Address (if applicable): 9 Shellbay Avenue

Cape May Court House, NJ 08210

Contact Person: Scott Stewart - Manager

Number of Years in the Towing Business for the Name of the Firm/Company that is

Submitting the bid: 16 yrs

Telephone Number : 409-465-9480


Cell Phone Number (if applicable) \_\_\_\_\_

Fax Number: 609-465-5232

Email Address: Towing @ kindleautoplaza.com

Tax I.D./Social Security Number: 

Business Registration Certificate: X yes (please attach) \_\_\_\_\_ no

Signature: 

Date: October 1, 2009

Name of Government Agency: (if applicable) Kindle Ford Linc Merc

Business Address: 525 Stone Harbor Blvd.

Cape May Court House, NJ 08210

Telephone Number: 609-465-5000

Contact Person: Ed Boyle, Parts & Service Director

Number of Service Calls Annually: 900 Approximately

Name of Government Agency: (if applicable) Rodney's Auto Repair

Business Address: 167 Kings Hwy

Clermont, NJ 08210

Telephone Number: 609-624-1957

Contact Person: Rodney Sutephen, Owner

Number of Service Calls Annually: 200

Name of Government Agency: (if applicable) NJ State Police

Business Address: Franklin & Madison Avenue

Woodbine, NJ 08270

Telephone Number: 609-861-5698

Contact Person: Lt. Watkins

Number of Service Calls Annually: 150

**PROPOSAL FORM**  
**TOWING, STORAGE AND LOCKOUT SERVICES**

The undersigned, having read the advertisement, instructions to bidders, specifications all other papers included in this bid document, will comply with all the terms, covenants and agreements set forth there if awarded the contract.

<b><u>ITEM</u></b>	<b><u>DESCRIPTION OF SERVICE</u></b>	<b><u>BASE RATE</u></b>
<b><u>Basic Towing Service Rates</u></b>		
1 a.	Date Rate – Weekdays (7:31 am through 4:29 pm) Towing Service – flat rate To include one (1) hour winching service for motorcycles, passenger cars & light trucks and vans. The price shall include the New Jersey (7%) Sales Tax.	\$ <u>75.00</u>
1 b.	Night, Weekend & Holiday Rate (4:30 pm through 7:30 am) Towing Service – flat rate To include one (1) hour winching service for motorcycles, passenger cars & light trucks and vans. The price shall include the New Jersey (7%) Sales Tax	\$ <u>75.00</u>
2.	Unloading or Show-up Charge The City shall permit an unloading or show-up charge at a maximum rate of 50% of the Day rate (rounded to the nearest whole dollar) of the successful bidder's base towing rate. The price shall include the New Jersey (7%) Sales Tax.	\$ <u>30.00</u>
<b><u>Storage</u></b>		
3.	Storage Fee, Per Day	\$ <u>20.00</u>

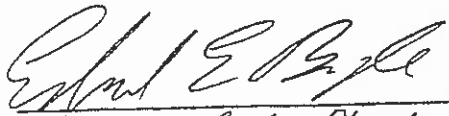
**Lockout Service Rates**

4 a. Day Rate – Weekdays  
(7:31 am through 4:29 pm)  
Lockout Service – maximum flat  
rate for the entry of a locked automobile and/or  
vehicle which shall include up to one (1) hour of  
service, including the New Jersey (7%) Sales  
Tax. \$ 45.00

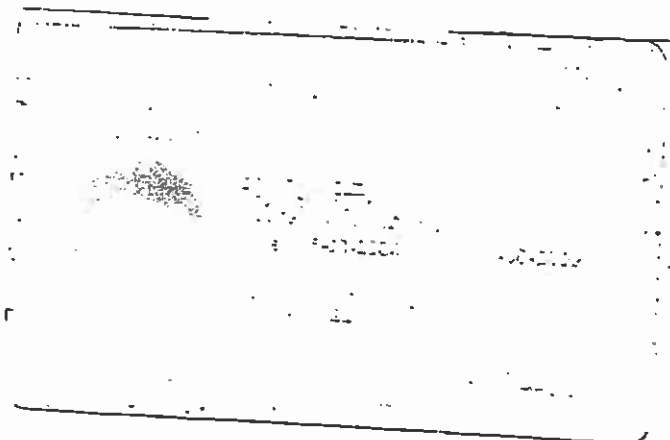
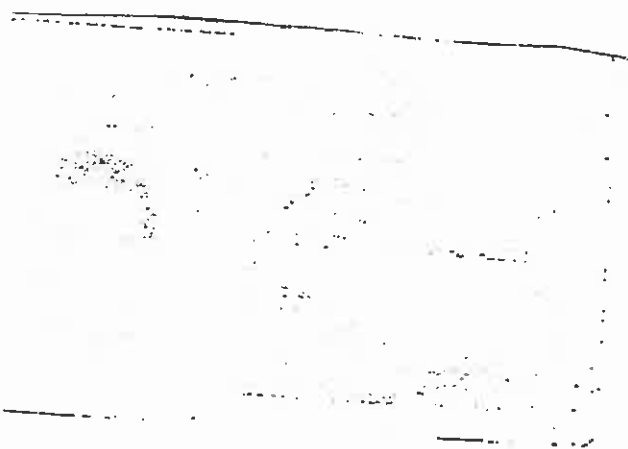
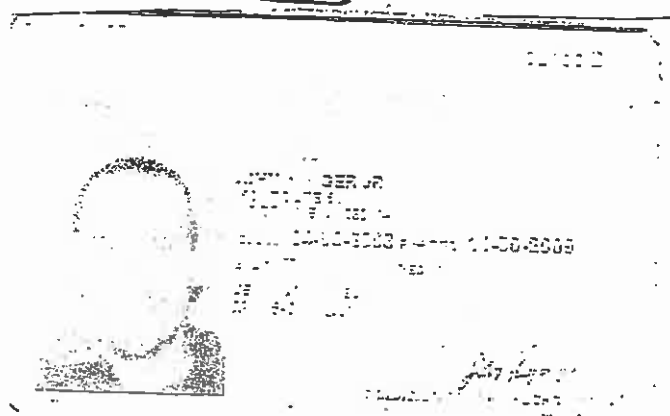
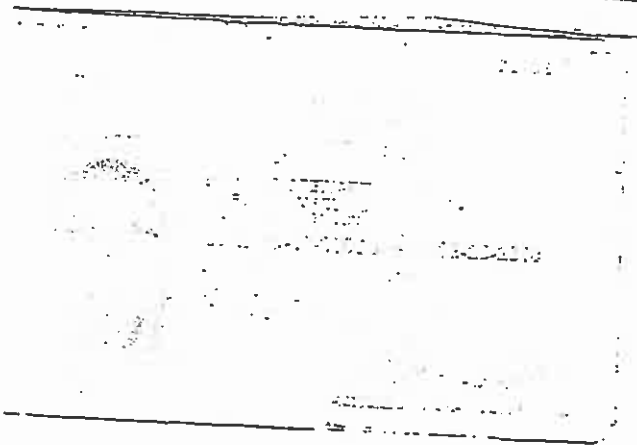
4 b. Night, Weekend & Holiday Rate  
(4:30 pm through 7:30 am)  
Lockout Service – maximum flat  
rate for the entry of a locked automobile and/or  
vehicle which shall include up to one (1) hour of  
service, including the New Jersey (7%) Sales  
Tax. \$ 45.00

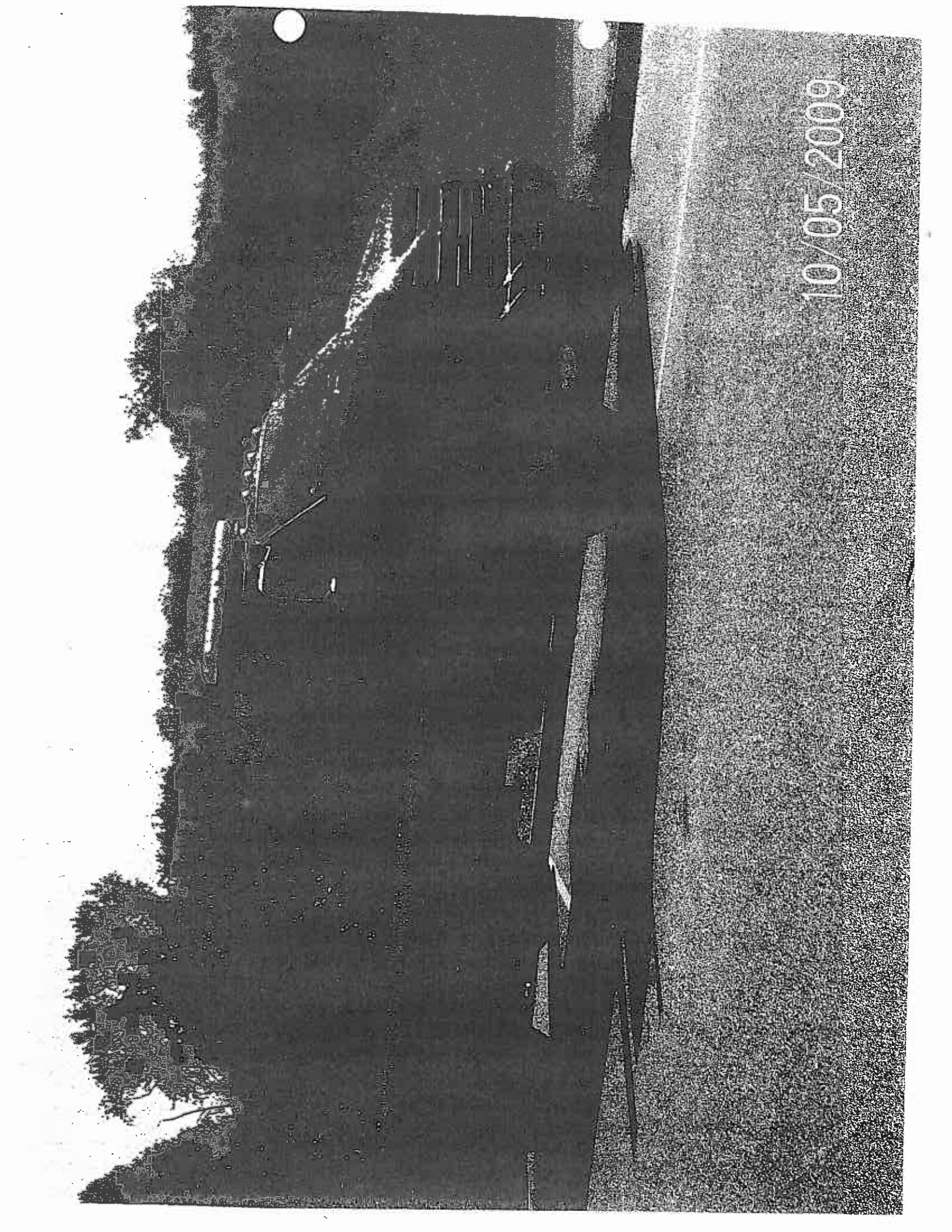
**Municipal Owned Vehicle Tow**

5. Municipal Owned Vehicle Tow and/or Tire Change Rate  
(maximum rate not to exceed one half (1/2) of the basic  
Towing rate) \$ 35.00

  
\_\_\_\_\_  
*Service & Parts Director*  
Edward E. Boyle

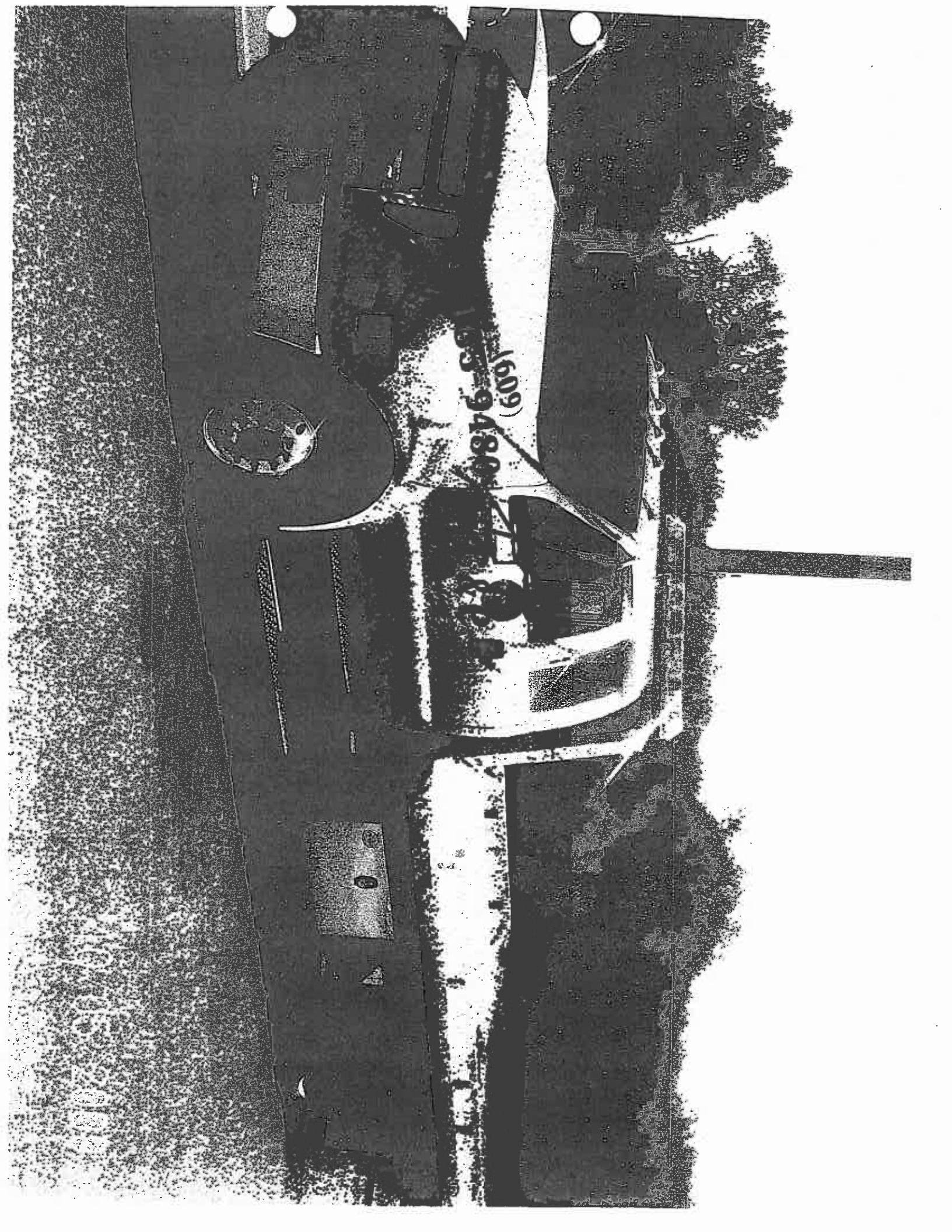
10-5-09





10/05/2009





(909) 948-0111



NEW JERSEY

CLASS A

*Handwritten signature*



ANTHONY L JACKSON  
PO BOX 1064  
RIO GRANDE NJ 08242

ISSUED 05-30-2007 EXPIRES 10-31-2010

ENCR MNT TESTR 1

SEX M EYES BURN

ORGAN DONOR *Handwritten signature*

VEHICLE REGISTRATION



PLATE NO: [REDACTED] GOOD THRU: 04/2010  
VINE: [REDACTED]  
FOR 2001 TRK BK GR: 25600 AX: 2  
KINDLE FORD MERCURY LIN LDTOW 32  
525 STONE HBR BLV BOX 7300L: 48836 25600 82101  
CAPE MAY CRT NJ 08210 RENEWAL PT:CM  
EQ: 25600 FEE: 434.50 [REDACTED]

VEHICLE REGISTRATION



PLATE NO: [REDACTED] GOOD THRU: 04/2010  
VINE: [REDACTED]  
FOR 1998 TRK BT GR: 24500 AX: 2  
KINDLE FORD MERCURY LIN LDTOW 32  
525 STONE HBR BLV BOX 7300L: 48836 25600 82101  
CAPE MAY CRT NJ 08210 RENEWAL PT:CM  
EQ: 24500 FEE: 420.00 [REDACTED]

VEHICLE REGISTRATION

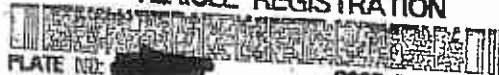


PLATE NO: [REDACTED] GOOD THRU: 05/2008  
VINE: [REDACTED]  
FOR 2007 TRK VS GR: 25895 AX: 2  
KINDLE FORD MERCURY LIN LDTOW 32  
525 STONE HBR BLV BOX 7300L: 48836 25600 82101  
CAPE MAY CRT NJ 08210 RENEWAL PT:CM  
EQ: 25995 FEE: 434.50 [REDACTED]

VEHICLE REGISTRATION



PLATE NO: [REDACTED] GOOD THRU: 05/2010  
VINE: [REDACTED]  
AUT 1971 TRK GR: 50200 AX: 2  
KINDLE FORD MERCURY LIN HDTOW 33  
525 STONE HBR BLV BOX 7300L: 48836 25600 82101  
CAPE MAY CRT NJ 08210 RENEWAL PT:CM  
EQ: 50200 FEE: 843.00 [REDACTED]

DEALER REGISTRATION



PLATE NO: DKF 1

GOOD THRU: -03/2010

DEALER ID: 25150N

KINDLE FORD MERCURY LIN  
525 STONE HBR BLV BOX 730  
CAPE MAY CRT NJ 08210  
FEE: 0.00

DEALER AUTO 55

RENEWAL [REDACTED] PT:N1