

George
Paul

CHARLES W. SANDMAN, III, ESQUIRE

18 North Main Street
Cape May Court House, New Jersey 08210
Telephone: (609) 463-0094
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PLEASE REFER TO
OUR FILE NO:

November 18, 2009

RECEIVED

NOV 20 2009

VIA HAND DELIVERY

Clerk. Cape May County Superior Court
9 North Main Street
Cape May Court House, New Jersey 08210

Re: Blakeslee Towing Recovery, Inc. d/b/a Court House Towing
v.
Sea Isle City and Kindle Inc. d/b/a C & E Towing

Dear Sir/Madam:

Enclosed for filing;

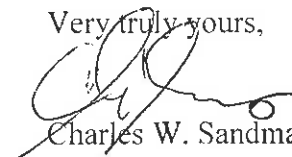
1. Original and copy of Verified Complaint.
2. Original and copy of proposed Order to Show Cause.
3. Original Verification of Louis Altobelli, Jr.
4. Original Certification of Charles W. Sandman, III, Esquire
5. Original Brief
6. Original and copy of Certification of Service.

Please present these to the appropriate court for review and execution. A stamped envelope is provided for return of stamped and filed copies of the Complaint, Order to Show Cause and Certification of Service.

Thank you.

Also enclosed is our check in the amount of \$230.00 representing the filing fee.

Very truly yours,



Charles W. Sandman, III

CWS:ks

Encl.

cc: Sea Isle City
Kindle, Inc. d/b/a C & E Towing

Charles W. Sandman, III, Esquire
18 North Main Street
Cape May Court House, NJ 08210
(609) 463-0094

Attorneys for Plaintiff

| | | |
|------------------------------------|---|------------------------------|
| _____ | : | SUPERIOR COURT OF NEW JERSEY |
| BLAKESLEE TOWING RECOVERY, INC. | : | LAW DIVISION |
| DBA/ COURTHOUSE TOWING, | : | CAPE MAY COUNTY |
| | : | |
| Plaintiff, | : | DOCKET NO.: |
| v. | : | |
| | : | Civil Action |
| SEA ISLE CITY, | : | |
| & KINDLE, INC. d/b/a C & E TOWING, | : | ORDER TO SHOW CAUSE |
| | : | |
| Defendants. | : | |
| _____ | : | |

This matter having been presented to the Court by Charles W. Sandman, III, Esquire, attorneys for Plaintiff, and the Court having considered all documents submitted and for good cause shown,

It is on this _____ day of _____, 2009

Ordered, that Defendants shall show cause before this Court on _____, 2009 at _____ (a.m./ p.m.), at the Cape May County Courthouse, 9 North Main Street, Cape May Court House, New Jersey, why an order should not be entered:

- a. Declaring that the award to Defendant, Kindle, Inc. d/b/a C&E Towing, was improper, being arbitrary, capricious and unreasonable;
- b. Vacating the award of the Sea Isle City towing and storage contract to Defendant, Kindle, Inc. d/b/a C& E Towing.
- c. Awarding the contract to Plaintiff, and it is

Further ordered that:

- a. Any responses to this Order To Show Cause shall be filed and served no later than _____.
- b. Any reply papers by Plaintiff shall be filed and served no later than _____.
- c. Unless previously served upon the Defendants, the Complaint, Certification and Brief shall be served, together with this Order To Show Cause, either personally or by certified mail within _____ days from the date hereof,
- d. Defendants shall file their answers to Plaintiff's Complaint within 35 days of service of this Order To Show Cause, which shall be served upon Defendants within _____ days from the date hereof,
- e. Should Defendants fail to file and serve responses to this Order To Show Cause, then the relief requested herein may be granted without further notice.

J.S.C.

Charles W. Sandman, III, Esquire
18 North Main Street
Cape May Court House, NJ 08210
(609) 463-0094

Attorneys for Plaintiff

| | | |
|-----------------------------------|---|------------------------------|
| | : | SUPERIOR COURT OF NEW JERSEY |
| BLAKESLEE TOWING RECOVERY, INC. | : | LAW DIVISION |
| DBA/ COURTHOUSE TOWING, | : | CAPE MAY COUNTY |
| | : | |
| Plaintiff, | : | DOCKET NO.: |
| v. | : | |
| | : | Civil Action |
| SEA ISLE CITY, | : | |
| & KINDLE, INC. d/b/a C & E TOWING | : | |
| | : | VERIFIED COMPLAINT |
| Defendants. | : | IN LIEU OF PEROGATIVE WRITS |
| | : | |

Plaintiff, Blakeslee Towing and Recovery, Inc. d/b/a Court House Towing by way of complaint against Defendants says:

1. Plaintiff is in the business of, among other things, towing and storing vehicles for a fee.
2. Defendant, Sea Isle City, is a Municipality of the State of New Jersey.
3. Defendant, Kindle, Inc. d/b/a C & E Towing, is a corporation in the business of towing and storing vehicles for a fee.
4. Defendant, Sea Isle City, advertised for bids for towing and storage for and on behalf of the Police Department.
5. Such bids were to be opened on October 6, 2009.
6. On October 6, 2009, three (3) bids were submitted (attached Exhibit "A" Kindle, Inc. Bid and Exhibit "B" Blakeslee Towing Bid).

7. The second lowest bidder, Worlwide Towing, was clearly unqualified as they did not comply with many of the most basic requirements and have since dissolved their company.

8. Defendant, Kindle Inc. d/b/a C & E Towing, thus became the lowest bidder and Plaintiff became the second lowest bidder.

9. Plaintiff has been advised that, on October 6, 2009, the contract for towing and storage was awarded to Defendant, Kindle Inc. d/b/a C & E Towing.

10. The bid submitted by Defendant, Kindle Inc. d/b/a C& E Towing, was defective for the following reasons (Attached Exhibit "C" Sea Isle City Bid Specifications):

a. Kindle Inc. recently acquired C& E Towing and under the specifications does not have the three (3) year experience required.

b. Kindle Inc. d/b/a C & E Towing does not have a fenced in yard at their primary place of business, which is required under the specifications, as well as, according to "Johns Law".

c. Not only does C & E's primary storage not have a fence a Zoning Application would be required to erect same.

d. There is no office, bathroom, waiting room, lighting or signage provided at the secondary storage facility as required by the specifications.

e. There is no signage identifying C & E Towing at what is indicated to be the primary place of business.

f. There is no 4 wheel drive vehicle listed in the equipment as required by the specifications (for beach towing, as it is a beach resort).

- g. The Insurance Certificate provided by C & E has a thirty (30) day cancellation provision, the bid specifications require sixty (60).
- h. No Certificate of Occupancy and/or usage agreement provided as per the bid specifications for both primary and secondary storage facility.
- i. Certificate of Surety was provided but not signed by the principle of the corporation.
- j. The bidders information sheet is improperly completed and misleading.
- 11. Such award was arbitrary, capricious, unreasonable and in violation of the spirit and provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.

WHEREFORE, Plaintiff demands judgment:

- a) Declaring that the award to Defendant, Kindle Inc. d/b/a C & E Towing, was improper.
- b) Vacating the award of the towing and storage contract to C& E;
- c) Awarding the contract to Plaintiff, Blakeslee Towing and Recovery, Inc. d/b/a Court House Towing, as the only qualified bidder.
- d) For such other relief as the Court deems proper.

RULE 4:5-1 CERTIFICATION

In accordance with Rule 4:5-1, I certify that the matter in controversy is not the subject of any other action or arbitration either pending or contemplated.

DESIGNATION OF COUNSEL

Charles W. Sandman, III, Esquire, is hereby designated as trial counsel in this matter.

By: 

Charles W. Sandman, III, Esquire
Attorney for Plaintiff
Blakeslee Towing Recovery, Inc
d/b/a Court House Towing

Dated: November 16, 2009

Charles W. Sandman, III, Esquire
18 North Main Street
Cape May Court House, NJ 08210
(609) 463-0094

Attorneys for Plaintiff

| | | |
|-----------------------------------|---|------------------------------|
| _____ | : | SUPERIOR COURT OF NEW JERSEY |
| BLAKESLEE TOWING RECOVERY, INC. | : | LAW DIVISION |
| DBA/ COURTHOUSE TOWING, | : | CAPE MAY COUNTY |
| | : | |
| Plaintiff, | : | DOCKET NO.: |
| v. | : | |
| | : | Civil Action |
| SEA ISLE CITY, | : | |
| & KINDLE, INC. d/b/a C & E TOWING | : | VERIFICATION |
| | : | |
| Defendants. | : | |
| _____ | : | |

Louis Altobelli, Jr. verifies as follows:

1. I have reviewed the Complaint in this case.
2. I verify that the facts set forth therein are true and that this matter is not filed for the purposes of harassment or delay.

Dated: 11.18.09



Louis Altobelli, Jr.

Charles W. Sandman, III, Esquire
18 North Main Street
Cape May Court House, NJ 08210
(609) 463-0094
Attorneys for Plaintiff

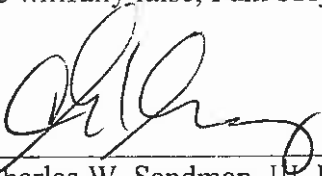
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|------------------------------------|---|------------------------------|
| | : | SUPERIOR COURT OF NEW JERSEY |
| BLAKESLEE TOWING RECOVERY, INC. | : | LAW DIVISION |
| DBA/ COURTHOUSE TOWING, | : | CAPE MAY COUNTY |
| | : | |
| Plaintiff, | : | DOCKET NO.: |
| v. | : | |
| | : | Civil Action |
| SEA ISLE CITY, | : | |
| & KINDLE, INC. d/b/a C & E TOWING, | : | CERTIFICATION |
| | : | OF |
| Defendants. | : | CHARLES W. SANDMAN, III |
| | : | |

Charles W. Sandman, III, certifies as follows:

1. I am an attorney at law and counsel to Plaintiff, and as such am fully familiar with the facts set forth herein.
2. By letters dated October 19, 2009, (Exhibit "D") and October 27, 2009 (Exhibit "E"), Plaintiff's counsel objected to the award to Kindle Inc. d/b/a C & E Towing and pointed out some deficiencies in its bid.
3. Sea Isle City's counsel replied on November 16, 2009 (Exhibit "F"), and seeing nothing contained in previous correspondence that would change the City's position.

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: November 17, 2009



Charles W. Sandman, III, Esquire

Charles W. Sandman, III, Esquire
18 North Main Street
Cape May Court House, NJ 08210
(609) 463-0094
Attorneys for Plaintiff

| | | |
|------------------------------------|---|------------------------------|
| | : | SUPERIOR COURT OF NEW JERSEY |
| BLAKESLEE TOWING RECOVERY, INC. | : | LAW DIVISION |
| DBA/ COURTHOUSE TOWING, | : | CAPE MAY COUNTY |
| | : | |
| Plaintiff, | : | DOCKET NO.: |
| v. | : | |
| | : | Civil Action |
| SEA ISLE CITY, | : | |
| & KINDLE, INC. d/b/a C & E TOWING, | : | CERTIFICATION |
| | : | OF SERVICE |
| Defendants. | : | |

Kimberly S. Sandman hereby certifies as follows:

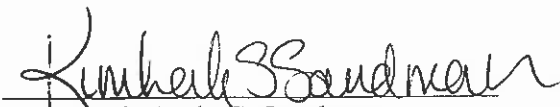
1. I am employed by Charles W. Sandman, III, attorney for the plaintiff in the above entitled action.
2. On November 18, 2009, I forwarded by regular mail a copy of the Verified Complaint, Order to Show Cause and all supporting documents to the following defendants:

Cindy Griffith, City Clerk
City of Sea Isle
4416 Landis Avenue
Sea Isle City, NJ 08243

Kindle Inc. d/b/a C& E Towing
525 Stone Harbor Boulevard
Cape May Court House, NJ 08210

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: 11.18.09



Kimberly S. Sandman

Appendix XII-B1



CIVIL CASE INFORMATION STATEMENT (CIS)

Use for initial Law Division
Civil Part pleadings (not motions) under Rule 4:5-1
**Pleading will be rejected for filing, under Rule 1:5-6(c),
if information above the black bar is not completed or
if attorney's signature is not affixed.**

FOR USE BY CLERK'S OFFICE ONLY

PAYMENT TYPE: CK CG CA

CHG/CK NO.

AMOUNT.

OVERPAYMENT:

BATCH NUMBER:

| | | | |
|--|--|---|-----------------------------|
| ATTORNEY/PRO SE NAME Charles W. Sandman, III, Esquire | | TELEPHONE NUMBER (609) 463-0094 | COUNTY OF VENUE Cape May |
| FIRM NAME (if applicable) Law Office of Charles W. Sandman, III | | DOCKET NUMBER (When available) | |
| OFFICE ADDRESS 18 North Main Street Cape May Court House, NJ 08210 | | DOCUMENT TYPE Order to Show Cause/Verified Com | |
| NAME OF PARTY (e.g., John Doe, Plaintiff) Blakeslee Towing Recovery, Inc. d/b/a Court House Towing, Plaintiff | | CAPTION Blakeslee Towing Recovery, Inc. d/b/a Court House Towing v. Kindle, Inc. d/b/a C&E Towing | |
| CASE TYPE NUMBER (See reverse side for listing) 999 | IS THIS A PROFESSIONAL MALPRACTICE CASE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YOU HAVE CHECKED "YES," SEE N J S A 2A 53A-27 AND APPLICABLE CASE LAW REGARDING YOUR OBLIGATION TO FILE AN AFFIDAVIT OF MERIT | | |
| RELATED CASES PENDING? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | IF YES, LIST DOCKET NUMBERS | | |
| DO YOU ANTICIPATE ADDING ANY PARTIES (arising out of same transaction or occurrence)? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | NAME OF DEFENDANT'S PRIMARY INSURANCE COMPANY, IF KNOWN <input type="checkbox"/> NONE <input type="checkbox"/> UNKNOWN | | |

THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE

CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION

| | |
|--|--|
| DO PARTIES HAVE A CURRENT, PAST OR RECURRENT RELATIONSHIP? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | IF YES, IS THAT RELATIONSHIP <input type="checkbox"/> EMPLOYER-EMPLOYEE <input type="checkbox"/> FRIEND/NEIGHBOR <input type="checkbox"/> OTHER (explain) <input type="checkbox"/> FAMILIAL <input checked="" type="checkbox"/> BUSINESS |
|--|--|

DOES THE STATUTE GOVERNING THIS CASE PROVIDE FOR PAYMENT OF FEES BY THE LOSING PARTY? YES NO

USE THIS SPACE TO ALERT THE COURT TO ANY SPECIAL CASE CHARACTERISTICS THAT MAY WARRANT INDIVIDUAL MANAGEMENT OR ACCELERATED DISPOSITION
Order to Show Cause

| | |
|---|--|
| DO YOU OR YOUR CLIENT NEED ANY DISABILITY ACCOMMODATIONS? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | IF YES, PLEASE IDENTIFY THE REQUESTED ACCOMMODATION: |
|---|--|

WILL AN INTERPRETER BE NEEDED? YES NO IF YES, FOR WHAT LANGUAGE:

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with Rule 1:38-7(b).

ATTORNEY SIGNATURE



CIVIL CASE INFORMATION STATEMENT (CIS)

Use for initial pleadings (not motions) under Rule 4.5-1

CASE TYPES (Choose one and enter number of case type in appropriate space on the reverse side.)

Track I — 150 days' discovery

- 151 NAME CHANGE
- 175 FORFEITURE
- 302 TENANCY
- 399 REAL PROPERTY (other than Tenancy, Contract, Condemnation, Complex Commercial or Construction)
- 502 BOOK ACCOUNT (debt collection matters only)
- 505 OTHER INSURANCE CLAIM (INCLUDING DECLARATORY JUDGMENT ACTIONS)
- 506 PIP COVERAGE
- 510 UM or UIM CLAIM
- 511 ACTION ON NEGOTIABLE INSTRUMENT
- 512 LEMON LAW
- 801 SUMMARY ACTION
- 802 OPEN PUBLIC RECORDS ACT (SUMMARY ACTION)
- 999 OTHER (Briefly describe nature of action)

Order to Show Cause, Verified Complaint in Lieu of Perogative Writs

Track II — 300 days' discovery

- 305 CONSTRUCTION
- 509 EMPLOYMENT (other than CEPA or LAD)
- 599 CONTRACT/COMMERCIAL TRANSACTION
- 603 AUTO NEGLIGENCE – PERSONAL INJURY
- 605 PERSONAL INJURY
- 610 AUTO NEGLIGENCE – PROPERTY DAMAGE
- 699 TORT – OTHER

Track III — 450 days' discovery

- 005 CIVIL RIGHTS
- 301 CONDEMNATION
- 602 ASSAULT AND BATTERY
- 604 MEDICAL MALPRACTICE
- 606 PRODUCT LIABILITY
- 607 PROFESSIONAL MALPRACTICE
- 608 TOXIC TORT
- 609 DEFAMATION
- 616 WHISTLEBLOWER / CONSCIENTIOUS EMPLOYEE PROTECTION ACT (CEPA) CASES
- 617 INVERSE CONDEMNATION
- 618 LAW AGAINST DISCRIMINATION (LAD) CASES
- 620 FALSE CLAIMS ACT

Track IV — Active Case Management by Individual Judge / 450 days' discovery

- 156 ENVIRONMENTAL/ENVIRONMENTAL COVERAGE LITIGATION
- 303 MT. LAUREL
- 508 COMPLEX COMMERCIAL
- 513 COMPLEX CONSTRUCTION
- 514 INSURANCE FRAUD
- 701 ACTIONS IN LIEU OF PREROGATIVE WRITS

Centrally Managed Litigation (Track IV)

- 280 Zelnorm
- 285 Stryker Trident Hip Implants

Mass Tort (Track IV)

- | | |
|---------------------------------------|--|
| 248 CIBA GEIGY | 279 GADOLINIUM |
| 266 HORMONE REPLACEMENT THERAPY (HRT) | 281 BRISTOL-MYERS SQUIBB ENVIRONMENTAL |
| 271 ACCUTANE | 282 FOSAMAX |
| 272 BEXTRA/CELEBREX | 283 DIGITEK |
| 274 RISPERDAL/SEROQUEL/ZYPREXA | 284 NUVARING |
| 275 ORTHO EVRA | 286 LEVAQUIN |
| 277 MAHWAH TOXIC DUMP SITE | 601 ASBESTOS |
| 278 ZOMETA/AREDDIA | 619 VIOXX |

If you believe this case requires a track other than that provided above, please indicate the reason on Side 1, in the space under "Case Characteristics."

Please check off each applicable category:

Verbal Threshold

Putative Class Action

Title 59

Charles W. Sandman, III, Esquire
18 North Main Street
Cape May Court House, NJ 08210
(609) 463-0094

Attorneys for Plaintiff

| | | |
|------------------------------------|---|--------------------------------|
| _____ | : | SUPERIOR COURT OF NEW JERSEY |
| BLAKESLEE TOWING RECOVERY, INC. | : | LAW DIVISION |
| DBA/ COURTHOUSE TOWING, | : | CAPE MAY COUNTY |
| | : | |
| Plaintiff, | : | DOCKET NO.: |
| v. | : | |
| | : | Civil Action |
| SEA ISLE CITY. | : | |
| & KINDLE, INC. d/b/a C & E TOWING, | : | BRIEF OF PLAINTIFF |
| | : | BLAKESLEE TOWING RECOVERY, INC |
| Defendants. | : | d/b/a COURT HOUSE TOWING |
| _____ | : | |

STATEMENT OF FACTS

This matter arises out of the bid, and ultimate award of, the towing and storage contract for Sea Isle City.

On October 6, 2009, the city awarded the contract to Defendant, Kindle Inc. d/b/a C& E Towing. Whether there could even have been an investigation of qualifications or review of the bid documents is problematic at best; the bids were opened and the award took place then.

A careful review of the bid presented by Kindle Inc. d/b/a C& E Towing would have and should have revealed non-waiveable deficiencies, requiring a rejection, rather than, what appears to be, a ministerial rubber-stamping of the bid and award without any substantive review.

The bid contains numerous deficiencies:

1. Kindle Inc. d/b/a C&E Towing at the time of the bid did not have a fenced in yard at their primary place of business as required by specification as well as New Jersey State law under the “John’s Law” provision.

2. No Certificate of Occupancy was provided on the secondary storage facility.

3. The Insurance Certificate provided by Kindle Inc. d/b/a C & E Towing has a thirty (30) day cancellation provision, not a sixty (60) day provision as required.

4. Certificate of Surety was provided but non-collusion clause was not signed by the principle of the Corporation.

5. Kindle Inc. d/b/a C & E Towing does not list a 4 wheel drive vehicle listed in the equipment as required.

In combination, and even separately, these deficiencies are sufficient to warrant rejection of the bid.

ARGUMENT

The bid specifications at issue are:

1. “Storage Area”

A. The Contractor will provide and maintain a temporary storage area...

(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.

(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.

(vi) The storage area shall be lighted from dusk till dawn.

B. The storage facility shall have the proper sign identification upon the same...

E. The Contractor shall be responsible to provide 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.

2. “ 5 a. (bullet point) Facilities”

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.

3. “17 b. (ix) Insurance Requirements”:

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.

4. “City of Sea Isle City Checklist Items”

#9. Non-Collusion Affidavit – Must be Signed and Notarized

“Instructions to Bidders”

#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.

5. “ Classification of the Wreckers”

7b. 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.

6. The “Instructions to Bidders” #3 states: “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.” This is conspicuously absent from the bid package and the one submitted, is signed by someone other than the principle of the corporation.

The question to be answered is whether Sea Isle City abused its discretion and was thus arbitrary, capricious and unreasonable, when it both waived specific noncompliance and disregarded or failed to recognize elements of both responsiveness and responsibility of C & E Towing when it awarded the towing and storage contract.

The essence of waivable and non-waivable conditions has been often cited from Terminal Const. Corp. v. Atlantic City Sewerage Auth., 67 N.J. 403, 412 (1975):

Essentially this distinction between conditions that may or may not be waived stems from a recognition that there are certain requirements often incorporated in bidding specifications which by their nature may be relinquished without there being any possible frustration of the policies underlying competitive bidding. In sharp contrast, advertised conditions whose waiver is capable of becoming a vehicle for corruption or favoritism, or capable of encouraging improvidence or extravagance, or likely to affect the amount of any bid or to influence any potential bidder to refrain from bidding, or which are capable of affecting the ability of the contracting unit to make bid comparisons, are the kind of conditions which may not under any circumstances be waived.

More recently, as respects submission of documents requested in bid specifications, the Court, in Star of the Sea v. Lucas Bros., 370 N.J. Super. 60, 70-71 (App. Div. 2004), stated:

Before the 1999 amendments, the general guidance to bidders was to assume that all of the specifications prepared by the contracting agency are material and that any bid must be submitted in strict accordance with the solicitation... Bidders who deviated from the specification did so at their peril.

The 1999 amendments were not crafted to alter this basic guidance. In fact, N.J.S.A. 40A:11-23.2 should heighten the care bidders must pay when assembling their bid. Bidders should cautiously attend to the requirements of N.J.S.A. 11-23.2 and carefully double check to ensure that their bid includes each document requested in the bid solicitation.

The Court in Star of Sea, *supra*, at 65, was also keen to point out that the specifications in that case contained language and a checklist which itemized mandatory documents to be submitted that “will be” cause for rejection. Similar language is contained as part of the checklist in this case. See, *eg.*, P & A Construction, Inc. v. Township of Woodbridge, 365 N.J. Super. 164, 178 (App. Div. 2004).

Likewise, in Terminal Construction Corp. v. Atlantic County Sewerage Auth., 67 N.J. 403, 411 (1975) the Supreme Court has held that “conditions requiring detailed description of materials...[have] been found to be so material as not to be the subject of waiver.”

The request for bids contained a list of “minimum standards” that all bidders “shall be required” to meet.

This was on point with Cioffi’s Towing Service, Inc. v. Borough of Collingswood and Helmrich Transportation Systems, Inc. (App. Div. Not approved for publication) decided as recently as October 26, 2009 stated: By permitting Helmrich to skirt the bidding specifications, the municipality created a bidding procedure that was capable of becoming a vehicle for corruption or favoritism that warrants intervention. The court further goes on to state, “...Helmrich’s failure to meet the three-wrecker requirement constituted a material discrepancy that the municipality could not waive.”

Similarly, and consistent with the whole purpose for public bidding, is that the purpose is “not for the protection of the individual interests of the bidders but rather the advancement of the public interest in securing the most economical result by inviting competition in which all bidders are placed on an equal basis...” Township of River Vale v. R. J. Longo Const. Co., 127 N. J. Super. 207, 215 (Law Div. 1974).

As stated in L. Pucillo & Sons, Inc. v. Mayor and Council of the Borough of New Milford, 73 N.J. 349, 356 (1977), neither the Court nor any municipality should “transform the mandatory requirement in these specifications to a polite request.” So, as in L. Pucillo & Sons, Inc. supra, and as quoted in Meadowbrook Carting Co. v. Borough of Island Heights, 138 N.J. 307, 324-325 (1994), “[a] warding the contract to one who fails to submit bids on all terms necessarily creates an inequality in the bidding and an opportunity for favoritism.”

Precisely that which has occurred in this case.

While the City and its attorney may consider one item (let alone so many) as not being of the consequence sufficient to render it a non-waiveable defect, such position (re: 4 x 4 vehicle for beach towing) was no less than acquiescence to a failure to comply with a mandatory requirement, thus translating the obligation to comply into a polite request, which could be disregarded if not complied with. The language of the “Instruction to Bidders” and the bidders checklist, that failure to comply “will” result in immediate rejection, in and of itself, should be a basis for deeming the failure as an impermissible non-compliance. Surely, coupled with the other failures, the bid should have been rejected as non-compliant and deficient.

With these tenets in mind, a review of the deficiencies in this case can only result in a determination that the municipality abused its discretion in awarding the contract.

The specifications require one additional vehicle shall have four-wheel drive capabilities. Kindle Inc. d/b/a/ C& E Towing does not provide one listed or photos of same in their bid package. This bid is actually short a vehicle. The specification is clear.

It requires an additional four-wheel drive vehicle beyond the required list of vehicles.

This specification is thus clearly and obviously not met.

The specification on the "Instructions to Bidders" mandates that the Affidavit of Non-Collusion be completed and signed by an officer of the corporation not a parts manager. This is not a polite request. It is a mandated submission necessary to qualify. This specification is thus clearly not met.

The specifications require a properly zoned, fenced in yard for temporary storage at both primary and secondary location and the specifications clearly set forth each and every point in sections: 1a; 1a(i); 1a (iv); 1a (vi); 1b; 1e; 5a (bullet point); 7b; 17b (ix); City of Sea Isle City Checklist Items #9 and Instruction to Bidders #3.

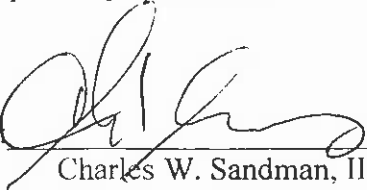
The specifications regarding "Facilities 5a" mandates a copy of the certificate of occupancy and/or usage agreement for each site...shall be submitted with the Bid documents for review by the City. This is a bullet point for a reason. It is a mandatory, qualification related document. It was not submitted. This specification is thus clearly not met.

Taking all of the above into consideration, it can hardly be concluded that these two bidders were dealt with on equal footing at all. The variances, deficiencies and non-compliance by Kindle Inc. d/b/a C & E Towing with the clear and mandatory specification requirements, combined with the dubious omission of the Affidavit of Non-Collusion, should result in the inescapable conclusion that Sea Isle City abused its discretion in awarding the contract.

CONCLUSION

Since the award to Kindle Inc. d/b/a C& E Towing was both an abuse of discretion and arbitrary capricious and unreasonable, such award should be voided and the contract properly awarded to the Plaintiff.

Respectfully submitted,

By 
Charles W. Sandman, III
Attorney for Plaintiff

Dated: 11/18/09

EXHIBIT LIST

- Exhibit A Copy of Kindle, Inc. d/b/a C&E Towing Bid
- Exhibit B Copy of Blakeslee Towing Recovery, Inc. Bid
- Exhibit C Sea Isle City Bid Specifications
- Exhibit D Letter to Sea Isle City Solicitor, Paul J. Baldini, Esq.
Dated October 19, 2009
- Exhibit E Letter to Sea Isle City Solicitor, Paul J. Baldini, Esq.
Dated October 27, 2009
- Exhibit F Response by Sea Isle City Solicitor, Paul J. Baldini, Esq.
Dated November 16, 2009

Exhibit A

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 X ✓
 6. Certificate of 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



SUBSTANCE ABUSE

Kindle Ford Mercury Lincoln Dodge inc. / C & E Towing is committed to maintaining a work place free from the effects of drug and alcohol abuse. Any violation of this policy may result in disciplinary action including termination of employment.

Kindle Ford Mercury Lincoln Dodge inc. / C & E Towing strictly prohibits the use, possession, manufacture, distribution, dispensation or sale of illegal drugs, drug paraphernalia, controlled dangerous substances, unauthorized prescription drugs or alcohol on the business premises or while conducting company business, in company vehicles or during working hours as well as any drug or alcohol activity that adversely affects the businesses reputation in the community.

Employees, their possessions, and the business issued equipment and containers under their control are subject to search and surveillance at all times while on business premises or while engaged in business related activities.

Compliance with Kindle Ford Mercury Lincoln Dodge inc. / C & E Towing substance abuse policy is a condition of employment.

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)

Kindle Inc. DBA C & E Towing

Business name, if different from above

Check appropriate box Individual/Sole proprietor Corporation Partnership Other

Exempt from backup withholding

Address (number, street, and apt. or suite no.)

525 Stone Harbor Blvd.

Requester's name and address (optional)

City, state, and ZIP code

Cape May Court House, NJ 08210

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.

Social security number [] = [] = [] [] [] []

OR

Employer identification number [] [] [] [] [] [] [] [] [] []

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

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- 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.)

Sign Here

Signature of U.S. person

[Handwritten Signature]

Date 10/2/09



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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- 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:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- 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:

Acct. 

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 |  | 6/1/09-6/1/10 | \$4,000,000 |
| General Liability including Premises Hazard and Contractor's Hazard + Umbrella |  | 6/1/09-6/1/10 | \$4,000,000 |
| RE Bid: Towing Contract | | | |
| Additional Insured- End. 0532 City of Sea Isle | | | |

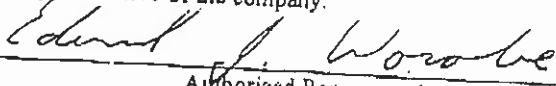
City of Sea Isle is named as an Additional Insured but only with respect to Kindle Ford negligent acts.

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.

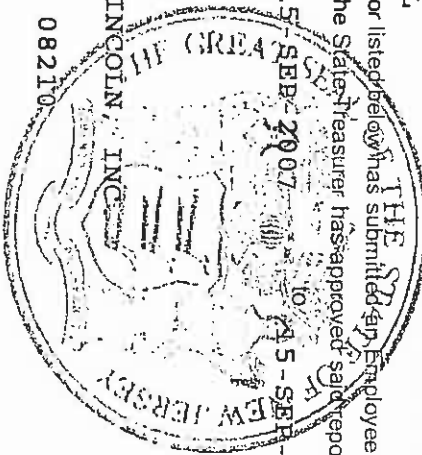
Date October 1, 2009 Countersigned by 
 Authorized Representative
 Edward J. Worobe, Regional Sales Manager

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



INDLE FORD MERCURY-LINCOLN, INC.
PO BOX 730
LAPE MAY CT HSE NJ 08210

A handwritten signature in black ink, appearing to read "R. Ford", written over a horizontal line.

State Treasurer

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

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 Truck
SIGNATURE: Edward E. Boyle
PRINT NAME: Edward E. Boyle TITLE: Service & Parts Director
DATE: 10.5.09

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: 221837660

Business Registration Certificate: X yes (please attach) _____ no

Signature: 

Date: October 1, 2009

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) Kindle Inc. DBA C+E Towing

Address 525 Stone Harbor Blvd

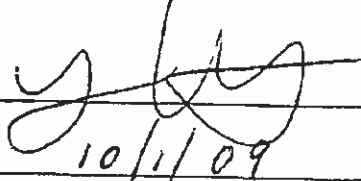
City, State and Zip Code Cape May Court House N.J. 08210

Signature 

Date October 1, 2009

William Kindle 1202 Golf Club Rd. Cape May Ct. Hse NJ 08210

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

Signature 
Date 10/11/09

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 _____

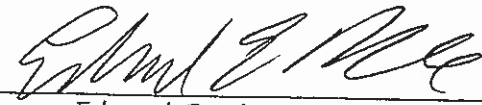
Signature _____

Date _____


Not Filled
Out

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

LIST OF CUSTOMER REFERENCES

Name of Government Agency: (if applicable) Kindle Ford Line 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.

| <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> |
|----|----------------------|-----------------|

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.

\$ 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

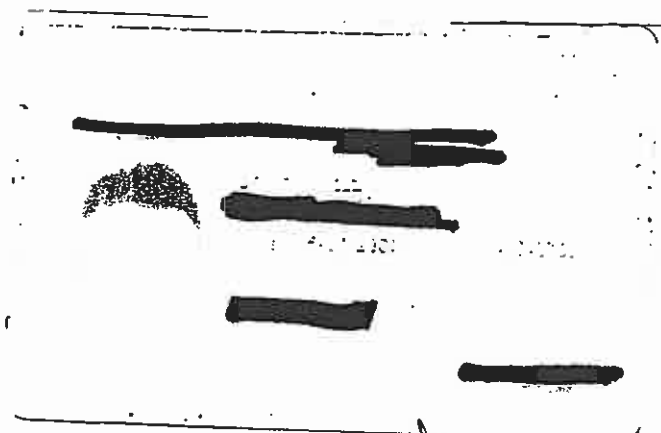
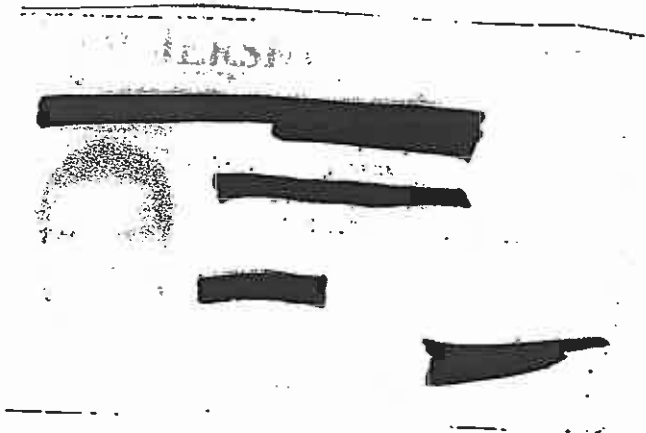
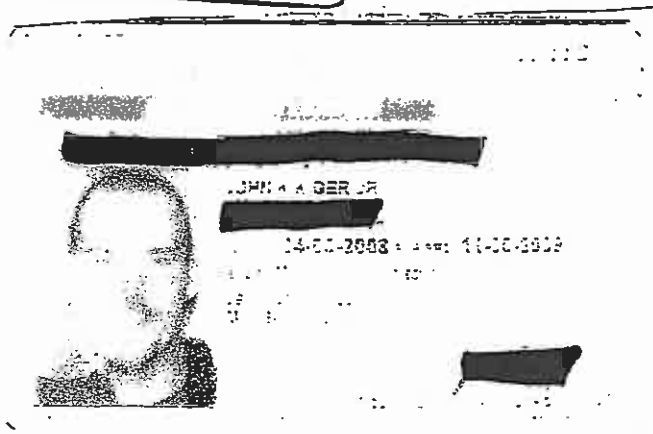
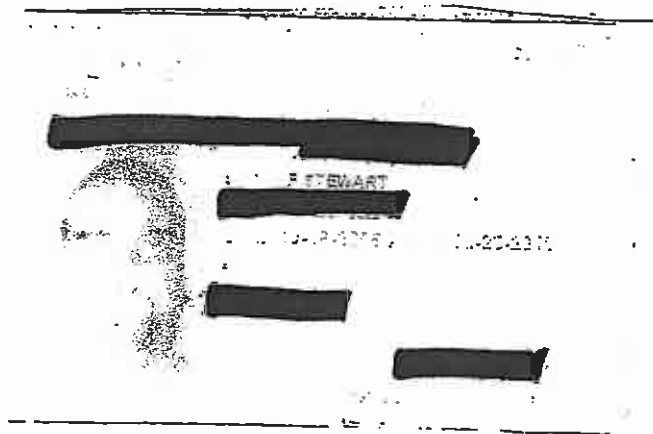
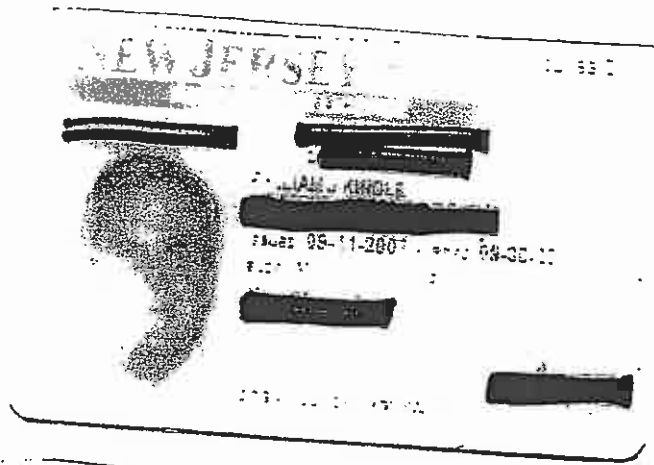
5. Municipal Owned Vehicle Tow and/or Tire Change Rate
(maximum rate not to exceed one half (1/2) of the basic
Towing rate)

\$ 35.00

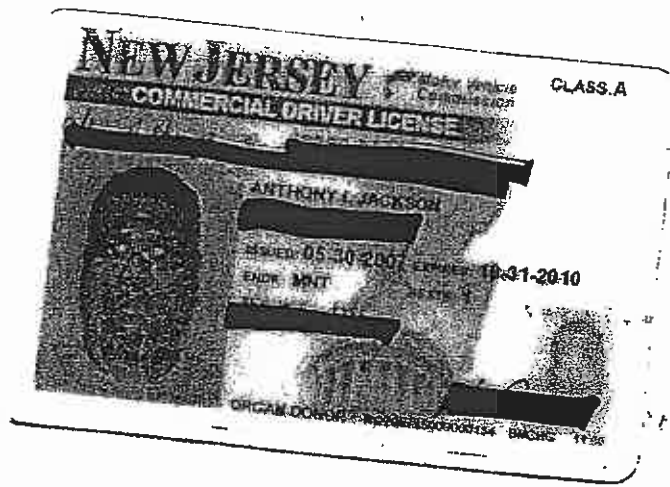

Service & Parts Director

Edward E. Boyle

10-5-09



↑
Use or
Extend



VEHICLE REGISTRATION

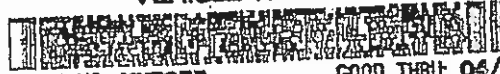


PLATE NO: XN735E GOOD THRU 04/2010

VIN: [REDACTED]
FOR 2001 TRK BK GH: 26000 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: 26000 FEE: 434.50 LF R620090370119

VEHICLE REGISTRATION



PLATE NO: XN734E GOOD THRU 04/2010

VIN: [REDACTED]
FOR 1998 TRK ET GH: 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 LF R620090370120

VEHICLE REGISTRATION



PLATE NO: XN505E GOOD THRU 05/2009

VIN: [REDACTED]
FOR 2007 TRK V8 GH: 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: 25895 FEE: 494.50 MS R620091820099

VEHICLE REGISTRATION



PLATE NO: XN821E GOOD THRU 05/2010

VIN: [REDACTED]
AUT 1971 TRK GH: 50200 AX: 2
KINDLE FORD MERCURY LIN LDTOW 33
525 STONE HBR BLV BOX 7300L: 48836 25600 82101
CAPE MAY CRT NJ 08210 RENEWAL PT: CM
EQ: 50200 FEE: 843.00 LB R620091480062

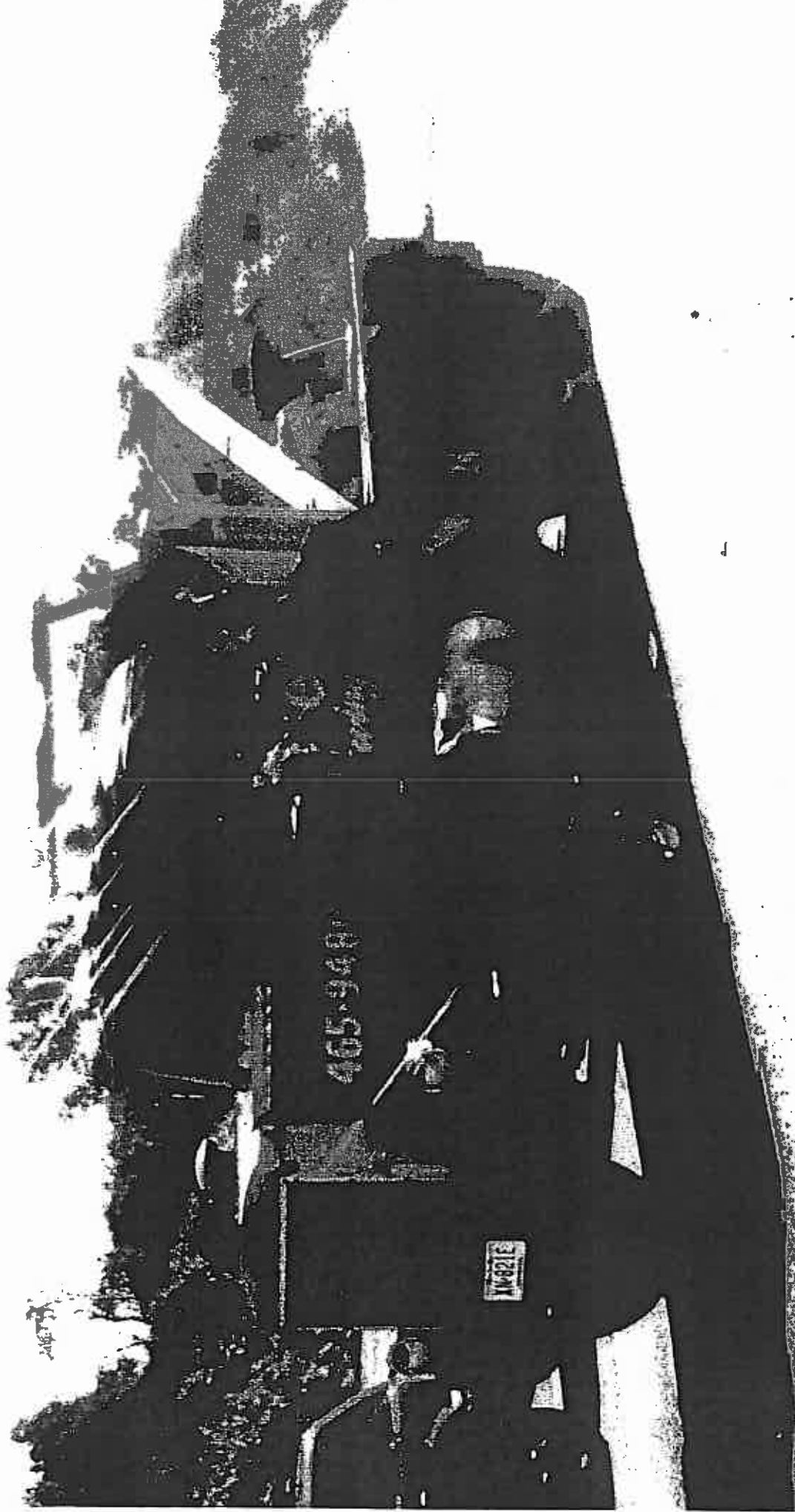
DEALER REGISTRATION



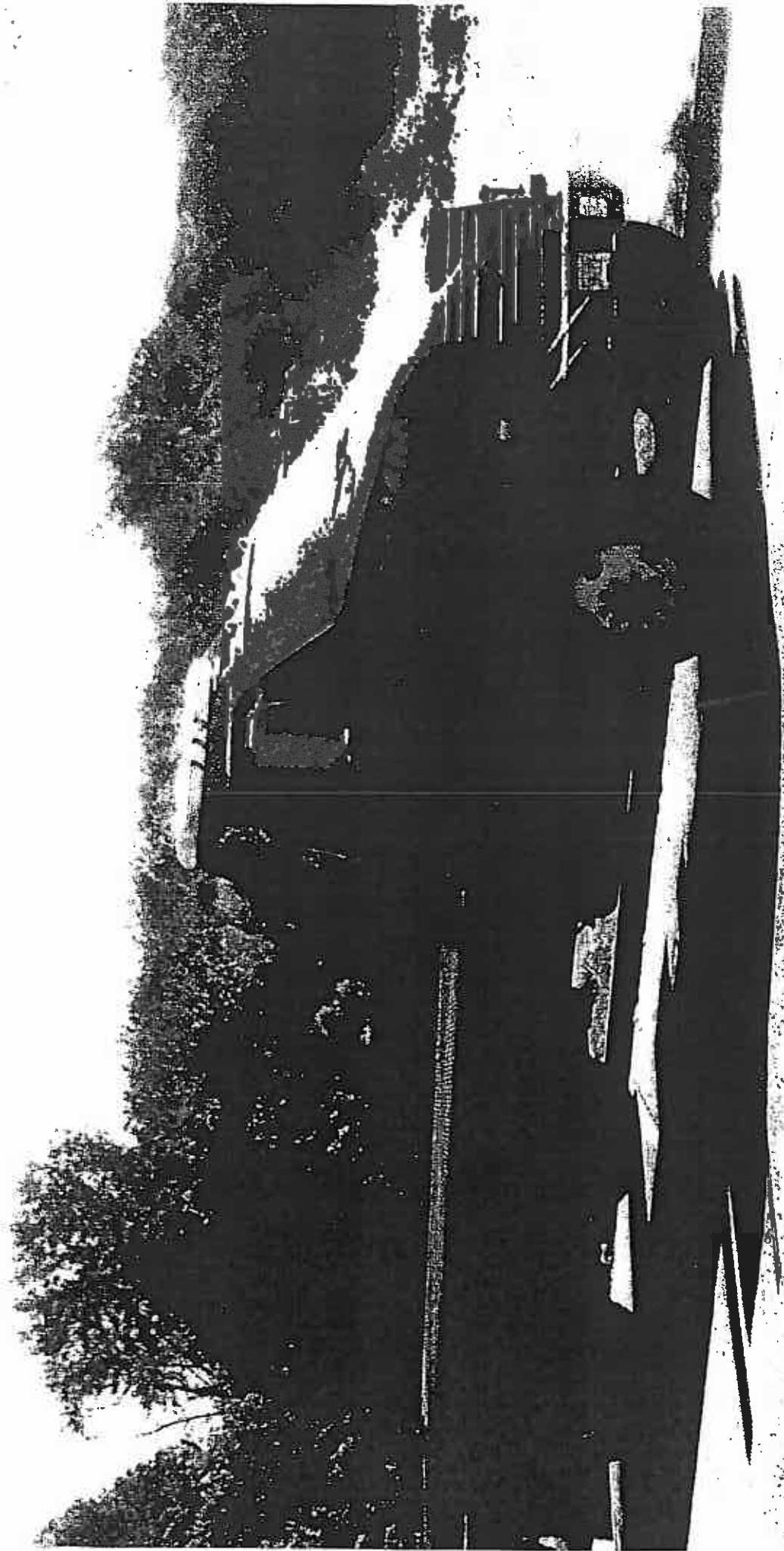
PLATE NO: DKF1 GOOD THRU: 03/2010

DEALER ID: [REDACTED]

KINDLE FORD MERCURY LIN DEALER AUTO 55
525 STONE HBR BLV BOX 730 CC [REDACTED]
CAPE MAY CRT NJ 08210 RENEWAL PT:N1
FEE: [REDACTED]



10/05/2009



10/05/2009



UNIVERSAL UNDERWRITERS INSURANCE COMPANY

7045 College Boulevard -- Overland Park, Kansas 66211

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

Acct. 

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 |  | 6/1/09-6/1/10 | \$4,000,000 |
| General Liability including Premises Hazard and Contractor's Hazard + Umbrella |  | 6/1/09-6/1/10 | \$4,000,000 |
| RE Bid: Towing Contract | City of Sea Isle is named as an Additional Insured but only with respect to Kindle Ford negligent acts. | | |
| Additional Insured- End. 0532 City of Sea Isle | | | |

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.

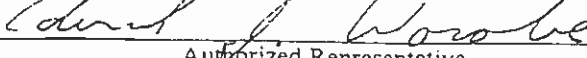
Date October 1, 2009 Countersigned by 
 Authorized Representative
 Edward J. Worobe, Regional Sales Manager

Exhibit B

Blakeslee Towing &
Recovery, Inc. d/b/a

COURT HOUSE TOWING

Bid for 2009 / 2010
Towing, Storage and Lockout Services for
Sea Isle City

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: Blakeslee Towing & Recovery, Inc.
dba Court House Towing SIGNATURE: _____

PRINT NAME: Louis H. Altobelli, Jr. TITLE: President

DATE: 10-06-2009

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) Blakeslee Towing & Recovery, Inc. dba Court House Towing / Louis H. Altobelli, Jr.

Address 20 S. Main Street / 10 Eagles Way

City, State and Zip Code Cape May Court House, NJ 08210

Signature _____

Date 10-6-2009

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

Signature N/A

Date 10-06-2009

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

Signature N/A

Date 10-06-2009

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) Louis H. Altobelli, Jr,

Address 10 Eagles Way

City, State and Zip Code Cape May Court House, NJ 08210

Signature _____

Date 10-06-2009

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 Louis H. Altobelli, Jr.

OFFICER President

DATE 10-06-2009

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

| | |
|--|---|
| Name (as shown on your income tax return) | |
| Business name, if different from above Blakeslee Towing & Recovery, Inc. dba Court House Towing | |
| Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶ | |
| Address (number, street, and apt. or suite no.) 20 S. Main Street | Requester's name and address (optional) City of Sea Isle City 4416 Landis Ave Sea Isle City, NJ 08243 |
| City, state, and ZIP code Cape May Court House, NJ 08242 | |
| 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.

| |
|--------------------------------|
| Social security number |
| : : : : |
| or |
| Employer identification number |
| : : : : |

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

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. citizen or other U.S. person (defined below).

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.

Sign Here

Signature of U.S. person ▶

Date ▶ **10/6/09**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

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.

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. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

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: Blakeslee Towing Recovery, Inc. dba Court House Towing

Principal Business Address: 20 S. Main Street

Cape May Court House, NJ 08210

Satellite Business Address (if applicable): 1231 Route 9

Palermo, NJ 08230

Contact Person: Louis H. Altobelli, Jr.

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

Submitting the bid: 15

Telephone Number : 609-465-4108

Cell Phone Number (if applicable) [REDACTED]

Fax Number: 609-465-9005 - 609-463-9303

Email Address: rioautobody@aol.com

Tax I.D./Social Security Number: [REDACTED]

Business Registration Certificate: yes (please attach) no

Signature: _____

Date: 10-06-2009

LIST OF CUSTOMER REFERENCES

Name of Government Agency: (if applicable) New Jersey Highway Authority ~ Parkway Division

Business Address: PO Box 5042

Woodbridge, NJ 07095

Telephone Number: 732-293-1102

Contact Person: Norm Pollitt

Number of Service Calls Annually: Approximately 1,200

Name of Government Agency: (if applicable) City of Ocean City

Business Address: 861 Asbury Ave.

Ocean City, NJ 08226

Telephone Number: 609-525-9356

Contact Person: Joe Clark

Number of Service Calls Annually: Approximately 900

Name of Government Agency: (if applicable) Middle Township Police Department

Business Address: 31 Mechanic Street

Cape May Court House, NJ 08210

Telephone Number: 609-465-8700

Contact Person: Lieutenant John Edwards

Number of Service Calls Annually: Approximately 200

LIST OF CUSTOMER REFERENCES

Name of Government Agency: (if applicable) State Police ~ Woodbine Division

Business Address: 823 Franklin Street

Woodbine, NJ 08270

Telephone Number: 609-861-5698

Contact Person: Lieutenant Watkins

Number of Service Calls Annually: Approximately 150

Name of Government Agency: (if applicable) Borough of Stone Harbor

Business Address: 9508 Second Ave.

Stone Harbor, NJ 08247

Telephone Number: 609-368-2111

Contact Person: Chief William Toland

Number of Service Calls Annually: Approximately 300

Name of Government Agency: (if applicable) Borough of Avalon

Business Address: 3100 Dune Drive

Avalon, NJ 08202

Telephone Number: 609-967-3411

Contact Person: Chief David Dean

Number of Service Calls Annually: Approximately 250

LIST OF CUSTOMER REFERENCES

Name of Government Agency: (if applicable) City of Wildwood

Business Address: 4400 New Jersey Ave.

Wildwood, NJ 08260

Telephone Number: 609-522-0222

Contact Person: Chief Steven Long

Number of Service Calls Annually: Approximately 275

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: _____

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-OCT-2004

to **15-OCT-2011**

**BLAKESLEE TOWING&RECOVERY INC. DBA COURT HOUS
20 SOUTH MAIN STREET
CAPE MAY CT HSE NJ 08210**



A handwritten signature in black ink, appearing to read "John P. Lormae".

State Treasurer

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:

BLAKESLEE TOWING & RECOVERY, INC.

TRADE NAME:

ADDRESS:

**20 SOUTH MAIN STREET
CAPE MAY COURT HO NJ 08210-2250**

SEQUENCE NUMBER:

0084946

EFFECTIVE DATE:

05/13/96

ISSUANCE DATE:

12/06/04

J.P. & Tully
Director

FORM-BRC(08-01)

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

Blakeslee Towing & Recovery, Inc. d/b/a
Court House Towing

Business Name: Blakeslee Towing & Recovery, Inc d/b/a
Court House Towing

Business Address: 20 South Main Street
Cape May Court House, NJ 08210

Phone: 609-465-4108

Fax: 609-465-9005
609-463-9303

Satellite Office Address: Court House Towing
1231 Route 9
Palermo, NJ 08230

Phone: 609-465-4108

Business Owner: Louis H. Altobelli, Jr.

Affiliations: Middle Township Kiwanis
Middle Township Chamber of Commerce
Garden State Towman's Association

Tax Payer ID #: 

Type of Entity: Corporation

Managers: Louis H. Altobelli, Jr.

Business Hours: 24 Hours a Day – 7 Days a Week
All Holidays

Credit Cards: Visa / MasterCard

Garden State Towing Association, Inc.

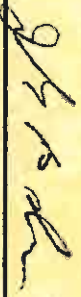


Certifies That

COURT HOUSE TOWING

*is a Member in good standing with all rights and privileges pertaining
thereof and is dedicated to maintain the highest standards of the
Towing Industry to the Motoring Public*

2009 to 2010



President

Executive Director

Blakeslee Towing & Recovery, Inc. d/b/a
Court House Towing

Towing - Lockout Contracts
Motor Clubs

AAA-Mid Atlantic

Allstate Motor Club

Cross Country

Emergency Road Service

GE Capital

GE Financial

GEICO

General Motors Roadside

Road America

USAC