

# BID SPECIFICATIONS

## TOWING SERVICES

TOWNSHIP OF GREEN  
SUSSEX COUNTY  
NEW JERSEY

MAYOR  
Daniel Conkling

TOWNSHIP COMMITTEE MEMBERS  
James Chirip  
Margaret (Peg) Phillips  
Bader Qarmout  
Virginia (Ginnie) Raffay

TOWNSHIP CLERK  
Mark Zschack

**BID OPENING DATE: April 11, 2019**

**TIME: 1:00 P.M.**



FAIR AND OPEN PROCESS  
N.J.S.A. 19:44A-20.4 ET SEQ.

**TOWNSHIP OF GREEN**

## NOTICE TO BIDDERS

**NOTICE** is hereby given that separate sealed bids will be received by the Clerk of the Township of Green, Sussex County, New Jersey, at the Township of Green Municipal Building, 150 Kennedy Road, P.O. Box 65, Tranquility, New Jersey 07879, on **April 11, 2019 at 1:00 p.m.** prevailing time, bids will be opened and publicly read at this time. Bids are sought for the following items:

### TOWING SERVICES

Specifications and bid forms may be obtained by any interested bidder at the Township of Green Municipal Building, 150 Kennedy Road, P.O. Box 65, Tranquility, New Jersey 07879, in the office of the Municipal Clerk, during normal business hours. Bids must be submitted in standard proposal form and must be enclosed in a sealed envelope with the name and address of the bidder on the outside addressed to the Municipal Clerk, Township of Green Municipal Building, 150 Kennedy Road, P.O. Box 65, Tranquility, New Jersey 07879. The Township will not be responsible for late mail deliveries and no bids will be accepted after the time stipulated in the NOTICE TO BIDDER.

The Township Committee reserves the right to award a contract in its sole discretion and further reserves the right to reject any and all bids, waive irregularities, and decide as to the responsibility of the bidders.

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, the law against discrimination (Affirmative Action).

Township Clerk  
**TOWNSHIP OF GREEN**  
Municipal Building  
150 Kennedy Road  
P.O. Box 65  
Tranquility, New Jersey 07879

## **INFORMATION FOR BIDDERS**

### **Towing Services**

#### **1. TOWING SERVICES**

The Township of Green has the need for towing services for vehicles utilized by the Township of Green, as well as private vehicles that are parked in violation of any parking statutes and ordinances, have become disabled, abandoned or become involved in motor vehicle accidents or are otherwise in violation of any statute or ordinance. The Township of Green desires to obtain a quote for towing and storing such motor vehicles. The intent of these specifications is to contract with one or more towers to providing towing services in a cost-effective and responsive manner. Consideration will be given to response times, adequacy of equipment and facilities, as well as the ability to securely store towed vehicles.

All Bidders are advised that the Township of Green is not responsible for, and will not assist in the payment and/or collection of payment for any towing, storage or other services involving a private vehicle.

The term of the contract shall be for a maximum of three (3) years. The Township of Green is seeking alternate bids, that is, requesting that bidders bid on a one year, two year or three year contract. The Township of Green reserves the right to award the contract for any duration up to 3 years at its sole discretion. The Township of Green also reserves the right to award the contract to multiple bidders.

#### **2. GENERAL CONDITIONS OF BID**

- A. All bid prices shall be in both words and figures. Signature shall be in ink and in longhand or typed. Proposals which are incomplete, conditional or obscure, may be rejected as informal.
- B. No oral or telephonic proposals or modifications of proposals will be considered.
- C. Proposals shall be submitted in a sealed, opaque envelope marked with the name of the bidder and marked "Towing Services".
- D. Bids shall be addressed to:

Township Clerk  
**TOWNSHIP OF GREEN**  
Municipal Building  
150 Kennedy Road, P.O. Box 65  
Tranquility, New Jersey 07879

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- E. All mailed bids or bids submitted via a delivery services shall be mailed or sent using a formal mailing procedure such as Certified or Registered Mail, Return Receipt or signature requested delivery.
- F. Alternatively, bids may be hand delivered prior to the date and hour specified, to the Township Clerk at the above address.
- G. Bids will be received no later than **1:00 PM** on **April 11, 2019**, at which time all received bids will be publicly opened and read at the Municipal Building, 150 Kennedy Road, Tranquility, New Jersey 07879.
- H. Bidder assumes responsibility for having the bid in the hands of the Township of Green on time whether the bid is mailed or hand delivered by courier.
- I. Addenda, if any, issued before opening of bids, shall be taken into account and included in any proposal.
- J. No verbal answer will be given to any inquiries in regard to the meaning of the specifications, nor will any verbal instructions be given previous to the award of the bid. No verbal statement regarding the bid by any persons previous to the award of the bid will be authoritative. Any explanation desired by any bidder must be requested in writing. If reply is made, it will be communicated to all bidders who have indicated their intention to bid.
- K. All requests pertaining to the above must be brought to the attention of the Township of Green not later than ten (10) days prior to the opening of the bids.
- L. The attached specifications describe the work to be performed. These specifications are intended to provide a common standard to which all parties may bid.
- M. If the bidder is not going to furnish the item exactly as described, all deviations, even if bidder believes the deviation exceeds what is described, must be listed. For each deviation taken, the bidder must include a detailed technical description of what will be furnished as well as an explanation of why the deviation equals or exceeds the item in the specifications.
- N. Prior to the Township of Green signing the contract, a successful bidder is required to provide proof of insurance listing the Township of Green as an additional named insured. The successful bidder's insurance coverage shall be not less than the following:
  - (A) Commercial General Liability Insurance with a limit of not less than \$2,000,000.00 per occurrence;

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- (B) Comprehensive Automobile Liability Insurance with a limit of not less than \$2,000,000.00 per occurrence;
  - (C) Workers Compensation and Employers Liability Insurance of not less than \$1,000,000.00 for bodily injury by accident, \$1,000,000.00 for occupational disease and \$1,000,000.00 aggregate limit;
  - (D) Garage Keepers Liability Insurance in an amount not less than \$1,000,000.00 per occurrence. The policy must include both comprehensive and collision and an endorsement to include "on the hook".
- O. All bids must be completed on the attached forms. No other forms or specifications are to be used. By rejecting any bids not so submitted, the Township will insure that all bidders are bidding on the same standard so a fair evaluation can take place.
  - P. Within sixty (60) days of the opening of bids, the Green Township Committee will award the contract(s) to the lowest responsible bidder(s), or reject all bids received. If additional time is required beyond sixty days, the Township of Green must request permission to do so from the three apparent lowest responsible bidders for an additional period of time to be agreed upon by the Township of Green and the bidders.
  - S. The Township of Green will provide for the execution of the contract within twenty-one (21) days of the award of contract.
  - T. The Township of Green is exempt from any State Sales Tax or Federal Excise Tax.
  - U. For towing services provided for Township owned, leased or used vehicles, payments will be made upon the approval of vouchers submitted by the successful bidder(s) in accordance with the requirements of the Township of Green and subject to the Township's customary procedures. The Township shall, within 20 days of receipt of each invoice for payment, either indicate in writing its approval of payment and present the invoice for payment to the Governing Body, or return the invoice for payment to the contractor indicating in writing its reasons for refusing to approve payment. If the invoice is returned, the contractor may make the necessary corrections and re-submit the invoice for payment. The Governing Body shall review the invoice at its next regularly scheduled meeting. Upon approval of the invoice by the Governing Body, the Township shall make payment within 30 days pursuant to N.J.S.A. 2A:30A-1 et seq.
  - V. As stated on the sheet provided, General Bid Conditions must be met satisfactorily.
  - W. Where applicable, items of foreign origin must be so indicated. Bidder's signature to the bid proposal shall be taken as certification that all manufactured

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articles, materials, and supplies not so indicated, have been made or produced in the United States.

- X. As required by P.L. 1977, c.33, a Public Disclosure Statement, as provided, must be completed and included with the bid.
- Y. Bidder will faithfully execute and carry out all requirements of P.L. 1975, c.127. For those bidders whose firm employs less than fifty employees, an Affirmative Action Affidavit is to be provided.
- Z. A certificate is required showing that the bidder submitting the bid owns, leases, or controls all necessary equipment required by specifications.
- AA. To the extent applicable and If required by the New Jersey Prevailing Wage Act (P.L. 1963, c.150), and the provisions of State Labor Laws, prevailing wage and labor laws must be complied with by the successful bidder, including but not limited to, providing certified payrolls to the Township of Green.

### **3. REJECTION OF BIDS**

The Township of Green reserves the right to reject any and all bids submitted. The Township of Green also reserves the right to waive any irregularities or immaterial variances from the specifications and bid documents, if in its judgment, the interests of the municipality will be best served.

The Township of Green retains the right to reject any and all bids if an error within these bid specifications is found prior to or after the bid date. The Township of Green additionally retains the right to reject any and all bids if any or all parts of the specifications are not complied with, regardless of total bid price. Final decision of whether or not a bid complies with these specifications is solely the judgment of the Township Committee. Each bidder agrees to accept the decision of the Township of Green as final without recourse or prejudice.

Each bid submitted must contain a non-collusion statement, signed by an authorized person on behalf of the bidder. All exceptions and/or deviations to these specifications shall be listed on the form provided.

**4. AWARD OF CONTRACT**

- A. Competency and responsibility of bidder, in the field of towing and storage, will be considered in making the award. The Township of Green reserves the right to reject any or all bids and to waive technicalities or informalities in its best interest. Proposals may be rejected if they show any omissions, alterations of form, additions or deductions not called for, conditional or uninvited alternate bids, or irregularities of any kind. Proposals in which the prices are unbalanced may be rejected. Claims on account of mistakes in or omissions in bids will not be considered, except as specifically permitted by law.
- B. In addition, to the other items stated in the bid specifications, the following items shall be considered in evaluating the bids:
  - (a) Material consideration will be given to the Bidder's ability to meet minimum response times.
  - (b) The Bidder's ability to provide suitable types and quantities of tow and retrieval vehicles, including heavy duty towing vehicles.
- C. Before awarding a contract, Green Township may require the apparent low bidder to qualify itself as a responsible bidder by furnishing:
  - (a) A financial statement showing assets and liabilities of bidder current to a date within thirty (30) days of opening bids.
  - (b) A listing of not less than five (5) municipalities that it provides towing services for.

**5. PAYMENT**

For towing services provided for Township owned, leased or used vehicles, the Township shall, within 20 days of receipt of each invoice for payment, either indicate in writing its approval of payment and present the invoice for payment to the Township Committee, or return the invoice for payment to the contractor indicating in writing its reasons for refusing to approve payment. If the invoice is returned, the contractor may make the necessary corrections and re-submit the invoice for payment. The Township Committee shall review the invoice at its next regularly scheduled meeting. Upon approval of the invoice by the Township Committee, the Township shall make payment within 30 days pursuant to N.J.S.A. 2A:30A-1 et seq.

Payment to be made in accordance with the Township of Green's requirement for submission of invoice and vouchers and approval by authorized officials. Acceptance of the final payment by the bidder shall be understood to be a release of all claims against the Township of Green for payment.

**6. INDEMNIFICATION AND INDEPENDENT CONTRACTOR**

- A. Bidder shall indemnify and hold harmless the Township of Green, its governing body members, clerk, administrator, officers, employees and agents from and against all claims, damages, losses and expenses, including all reasonable expenses incurred by the Township of Green based on any claims that may result or arise directly or indirectly, from or by reason of the performance of the contract or from any act or omission by the Bidder, its agents, servants, employees or subcontractors and that results in any loss of life or property or in any injury damaged persons or property. Its indemnification shall include any alleged violations of patent, copyright or trademark laws. This indemnification shall be construed as broadly as possible in the favor of the Township of Green.
  
- B. It is acknowledged by the Bidder that it is an independent contractor and as such will be responsible for all damage, loss or injury to persons or property that may arise or be incurred during the conduct of the work. Bidder shall indemnify and hold harmless and defend the Township from and against any and all liability for loss, damage, injury or expense which Green Township may suffer or for which the Township may be held responsible during the performance of the contract.

**7. USE OF BRAND NAMES**

Whenever in these specifications a brand or manufacturer's name is utilized, same is included for descriptive purposes only, and products equivalent to that provided by the individual brand or manufacturer's name may be substituted provided that documentation satisfactory to the Township of Green is furnished establishing such equivalency.

**8. EXCEPTIONS TO THE BID SPECIFICATIONS**

Any conditions, limitations, provisos, amendments, or other changes attached or added by the Bidder to any of the provisions of these Bid Specifications or any changes made by the Bidder on the Proposal Forms may result in the rejection of the Bid Proposal by The Township of Green.

**9. NO ASSIGNMENT OF BID**

The Bidder may not assign, sell, transfer or otherwise dispose of the Bid or any portion thereof or any right or interest therein.

**10. RESPONSIBLE BIDDER**

The Township of Green shall determine whether a bidder is "responsible" in accordance with the Local Public Contracts Law, N.J.S.A. 40A:11-1, et. seq.. The Bid Proposal of any Bidder that is deemed not to be "responsible" shall be rejected.



**11. AFFIRMATIVE ACTION REQUIREMENTS**

- A. If awarded a contract, the successful bidder will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.
- B. Within seven days after receipt of notification of the Township of Green's intent to award any contract the contractor must submit one of the following to the contracting unit:
  - 1. If the Bidder has a federal affirmative action plan approval which consists of a valid letter from the Office of Federal Contract Compliance Programs, the Bidder should submit a photo copy of its letter of approval.
  - 2. If the Bidder has a certificate of employee information report, the Bidder shall submit a photo copy of the certificate.
  - 3. If the Bidder has none of the above, the contracting unit shall provide the Bidder with an (A.A.302) affirmative action employee information report.

**12. ERRORS IN PRICE CALCULATION**

Any discrepancy between a numerical price and a price written in words shall be resolved in favor of the price as written in words. The corrected total shall be used to determine the award of the contract. After all Bid Proposals have been read, the bids will be tabulated and adjusted, if necessary, in accordance with this paragraph. If any mathematical corrections must be made on any bid proposal, then The Township of Green may not award a contract until all tabulations are complete.

**13. BID PRICES**

All prices quoted shall be firm and not subject to increase during the period of the contract.

**14. DEBARRED LIST OF VENDORS**

Bids will not be considered from any Bidder listed on the debarred list published by the State of New Jersey.

**15. GOVERNING LAW, STATE AND FUNDING**

This contract shall be governed by and construed in accordance with the Local Public Contracts Law of the State of New Jersey. (N.J.S.A. 40A:11-1 et seq.). All contracts are subject to the availability and appropriation of funds.

## Technical Specifications for Towing Services

### I. Definitions.

The following words and terms shall have the following meanings, unless the context clearly indicates otherwise:

- A. **ABANDONED** — Any motor vehicle which is parked without the current year's registration or license plates, as required by law, for a period of more than 48 hours or is positioned so as to constitute an obstruction of traffic.
- B. **BASE OF SERVICE** — The location where the towing contractor stations its tow vehicle(s) when not in use.
- C. **BASIC TOWING SERVICE** — The removal and transportation of a motor vehicle at the request or call of authorized personnel or members of any police department as may be required when abandoned, disabled, damaged in accidents, illegally parked, recovered after being stolen or in cases of emergency, from a highway, street, or other public or private road, or a parking area, or from a storage facility, and other services normally incident thereto, but does not include recovery of an automobile from a position beyond the right-of-way or berm, or from being impaled upon any other object within the right-of-way or berm.
- D. **MOTOR VEHICLE ACCIDENT** — An occurrence in which a motor vehicle comes in contact with any other object from which the motor vehicle must be towed or removed for placement in a storage facility. This includes all situations which are accidental to one person even if caused by the intentional acts of another.
- E. **NONBASIC TOWING SERVICES** — All towing services which are not basic towing services or are not performed on motor vehicles.
- F. **STORAGE SERVICES** — The maximum allowable amount of storage charges to be charged per twenty-four-hour period or a fraction thereof. Each new twenty-four-hour period begins at 12:01 a.m.
- G. **TOW VEHICLE** — Only those vehicles equipped with a boom or booms, winches, slings, tilt beds, wheel lifts, or under reach equipment specifically designed by its manufacturer for the removal or transport of motor vehicles.
- H. **TOWING CONTRACTOR** — An individual or entity that performs towing services for or at the direction of the Township.

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- II. **HOURS OF SERVICES REQUIRED.** Towing services must be provided on a 24 hour, 7 day per week basis. It is required that a tow vehicle and/or recovery vehicle be on site within 30 minutes from the time it is called. If a towing contractor is called for any reason, and it cannot perform or refuses to provide its service on three or more occasions during a 12 month period, their contract may be terminated. Furthermore, if the contractor is unable or refuses to perform the towing services, the Township of Green has the right to have the service performed by another towing contractor.
- III. **ADVERSE WEATHER.** In adverse weather and emergency conditions, the towing contractor shall give priority to requests for towing services made by the Township of Green over requests made by third parties.
- IV. **PRE-CONTRACT QUALIFICATIONS.** Each towing contractor must be able to demonstrate to the Township that it is thoroughly qualified and experienced in the towing and removal of vehicles of all types, and that it has adequate facilities, equipment, expertise, licensing and personnel to perform the services required by this bid in a manner satisfactory to the Township of Green Police Department.
- A. The Township of Green may conduct a background check of the towing contractor, its officers, and employees, prior to awarding the towing contract. A high number of traffic violations and/or motor vehicle accidents in the past 10 years will make a driver ineligible. A conviction for a felony will be considered ample reason to disqualify any contractor unless waived by the Township upon application and for good cause.
- B. The bid may be rejected or if a contract is entered into, the contract may be terminated on the following grounds which is not exhaustive and, as such, serve as a sole basis for termination of contract:
- 1) Submitting fraudulent or misleading information.
  - 2) A criminal conviction of the towing contractor or a named principal of the towing contractor.
  - 3) Failure to respond reliably and promptly to calls for assistance or any other unsatisfactory performance.
  - 4) Failure to utilize safe and adequate equipment.
  - 5) Violations of motor vehicle laws and/or municipal ordinances.
  - 6) Failure or refusal to tow or remove a motor vehicle when requested to do so by an appropriate municipal official.

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- 7) Violations of the Township's Zoning Ordinance, or any other applicable ordinances or codes of the Township of Green pertaining to the use or condition of the premises used by the contractor in conducting the towing business.

**V. STATEMENT OF RATES FOR TOWING PRIVATE VEHICLES.**

- A. The rates applicable to towing services performed hereunder shall be posted in a conspicuous place, visible to the public at the contractor's place of business.
- B. The contractor shall, at its expense, prepare a printed bill for distribution to the customer, reflecting the fee to be paid in accordance with the rates stated on the printed card, unless otherwise approved by the Police Department. The bill shall also include a statement to the effect that all complaints shall be referred to the contractor with a copy to the Police Department.
- C. Pursuant to N.J.S.A. 40:48-2.54, the owner of any automobile whose automobile is towed and/or stored other than at the owner's request may send complaints and/or report disputing fees in writing to the Township Clerk. The Township Clerk shall arrange for investigation of the owner's allegations and report the outcome of the investigation to the owner within 30 days of the Township's receipt of the written complaint. In no case shall the Township of Green be responsible for paying any towing, storage or other charges imposed by the towing contractor involving a private motor vehicle.
- D. The contractor shall accept from any owner, or his representative, methods of payment in the form of cash, certified check, money order and at least one major credit card. The contractor is not obligated to accept personal checks for payment.

**VI. EMPLOYEES.**

- A. The towing contractor shall employ a sufficient number of employees to comply with the minimum operational requirements.
- B. No person shall be employed by the contractor for towing hereunder unless they have submitted to a background check and have been approved by the Township of Green. The costs of the background check shall be borne by the applicant.
- C. All drivers shall be over the age of 18 years and must have a valid, current driver's license and shall be in good health and of good moral character. Additionally, the driver's license to operate a motor vehicle in New Jersey as

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well of the state where the license has been issued must not be revoked or suspended.

- D. In order to keep information current, the contractor is required to submit a roster of drivers to the Township Clerk on a monthly basis. No driver shall perform services hereunder unless previously listed by the contractor.
- E. Complaints of any kind, relative to service, overcharging, theft, damage to towed vehicles, discourteous treatment, and the like, shall be referred to the Township Clerk for investigation.
- F. All employees of the contractor shall wear uniform clothing with a name patch indicating the employee's first name and the name of the contractor's company.
- G. The contractor agrees that the owners or officers of the contractor shall be responsible, except as otherwise provided by law, for the acts of their employees while acting hereunder.

**VII. CONDUCT OF CONTRACTORS AND OPERATORS.**

No person owning or operating a tow vehicle shall:

- A. Stand at any public street, intersection, or any public property, waiting for employment, or stand on any private property without first obtaining the consent of the owner of the property.
- B. Seek employment by repeatedly and persistently driving its tow vehicle in a short space in front of any disabled vehicle or by otherwise interfering with the proper and orderly progress of traffic along the public highways. The contractor shall wait until it receives official notification from the Police or the Township before commencing operations.
- C. Permit or invite loitering in or near the tow vehicle.
- D. Solicit or attempt to divert prospective patrons of another tow vehicle.
- E. Solicit, demand, or receive from any person any pay, commission or fee whatsoever, except the proper fee for transporting the vehicle in accordance with the schedule of service rates listed in the contract.
- F. Pay any gratuity, tip, or fee to any third person not involved in the accident or to any police officer, for information as to the location of the accident, or for soliciting the employment of contractor's services, nor give any gratuities, fees or other compensation or gifts to any member of any police department or Township employee.

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- G. Act in an unprofessional manner or be discourteous or disrespectful to members of the public as well as representatives of the Township of Green. While members of the public, especially those whose automobiles may have been towed or impounded, may at times resort to strong language, threats and unbecoming behavior toward the contractor, the contractor is expected to exercise restraint and not to respond in kind, and thereby reflect unfavorably on the Township and/or the police department.

**VIII. EQUIPMENT REQUIREMENTS.**

- A. The contractor must submit with its bid a detailed list of the equipment to be utilized. The list shall include the following information: type of vehicle, storage location of vehicles and whether vehicle is owned or leased. All leased and rented equipment must be permanently located at the contractor's base of service at all times during the term of the contract. Each piece of equipment must meet the minimum standards set forth herein. Equipment that cannot meet these minimum standards shall not be used. The contractor is solely responsible for the safety, maintenance, and operation, of each piece of equipment utilized. The bidders must make their equipment available for inspection by a person designated by the Township of Green prior to the contract being awarded to the bidder.
- B. The Township Clerk shall keep a register with the license number, the description of such tow vehicles and the date and complete record of inspections. This register shall be maintained by the contractor.
- C. Roll backs and light-duty wreckers.
  - 1) Roll back. A roll back shall have commercially manufactured chassis certified by the manufacturer. The vehicle shall be equipped with a hydraulically-powered winch. The tilt bed or slide back shall be hydraulically operated. The vehicle shall also be equipped with tie-down chains, proper safety lights or amber rotation emergency flashing lights.
  - 2) Light-duty wrecker. A light-duty wrecker shall have a commercially manufactured chassis certified by the manufacturer for light-duty towing. Each shall be equipped with a commercially manufactured lifting apparatus with dual rear wheels, safety chains, proper safety lights, and rear floodlights, amber rotation emergency flashing lights or amber strobe lights which provide visibility for 360°.
- D. The towing contractor shall supply manufacturer's certification of the lifting capacities of the devices utilized on its vehicles with its bid submission. A certified testing laboratory test result is also acceptable for rating lift capacity.

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- E. Tow vehicles shall be equipped with a two-way radio or cellular phone in order to communication with the contractor's office facilities. These communications shall be available 24 hours a day.
- F. Tow vehicles shall be equipped at all times with safety vests for operators, first aid kits, hand tools, lockout kits, flashlight, broom, shovel, speedy-dry, work gloves and receipts for services rendered. No additional charge for use of this equipment is permitted.
- G. Tow vehicles shall be kept in a clean and neat appearance so as to be reasonably accommodating to persons who may come in contact with such vehicles.
- H. Tow vehicles shall have the name, address, and telephone number of the contractor painted on or permanently attached to both sides of the tow vehicle in compliance with Motor Vehicle and Traffic Laws of New Jersey (Title 39 of the Revised Statutes).
- I. All tow vehicles shall be properly permitted by the State of New Jersey for the use of flashing amber emergency lights. Permits shall be in compliance with Motor Vehicle and Traffic Laws as referenced above.

**IX. MINIMUM STORAGE REQUIREMENTS.**

Each official tow contractor shall maintain an outside secured storage facility meeting the following requirements:

- A. The storage facility must be capable of storing a minimum of 10 automobiles and one tractor and trailer. There must be at least 800 square feet available to hold vehicles impounded by a police department.
- B. The storage facility must be within the limits of the Township or within a 10-mile radius of the Township in order to facilitate reasonable towing distances.
- C. The storage facility must be secure.
- D. The storage facility must be in area legally zoned for such use.
- E. The storage facility must be available to receive vehicles 24 hours per day, 365 days per year. It must be open to the public to recover vehicles stored there on weekdays during normal business hours and on Saturdays. The applicant must specify the hours during which the facility will be open on Saturdays. The tow contractor is not required to be open to the public on Sundays or legal holidays.

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- F. The tow contractor must have an employee on duty at all times during which the storage facility is open to the public.
- G. The tow contractor may not charge a release fee in connection with the release of vehicles to their owners after normal business hours or on weekends.
- H. Each application must be accompanied by proof of ownership or lease of the storage area.
- I. The tow contractor is responsible for ensuring the proper and safe storage of all vehicles towed pursuant to this chapter. The tow contractor is liable for any damage to such vehicles while in transit or while stored at the storage facility.

**X. RECORD BOOK OF VEHICLES TOWED.**

- A. The contractor shall record all vehicles towed in a book or electronic ledger kept for such purposes. The details of each vehicle towed, serviced or transported together with full information of the towed vehicle and name and address of the owner and the charges paid for his services. Full information of the towed vehicle shall include, but not be limited to, the vehicle's license number, VIN registration number, make, model, color and year. The record book herein described shall be kept open for inspection at all times by a duly authorized representative of the Township. A quarterly towing record containing the information herein stated above shall be filed with the Township Clerk setting forth the details of all tows by vehicle type, date, time of day, sector, and whether additional services were required. Each incident shall be reported using the invoice number used for billing. The form of these reports shall be approved by the Township of Green.
- B. The contractor shall maintain a record of all personal property in a towed vehicle that it can observe in sight at the time the vehicle comes into possession
- C. Authorized representatives of the Township shall have access to any of the records required to be kept by the contractor.

**XI. POLICIES AND PROCEDURES.**

- A. The Township of Green may from time to time adopt written policies and procedures as may be reasonable and necessary to obtain compliance with the terms of this bid and the laws of the State of New Jersey.



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- B. All regulations, policies and procedures as well as the tower's rate cards shall be made available for inspection by the public at the Township Clerk's office during normal business hours.

**XII. CHARGE FOR SERVICE.**

All Bidders must include in their bid the charges that they would impose for the following:

- A. Towing a passenger vehicle, owned or operated by the Township of Green, such as an automobile, light duty truck, SUV or pick-up truck with a GVW up to \_\_\_\_\_ lbs.;
- B. Towing a privately owned or operated passenger vehicle, such as an automobile, light duty truck, SUV or pick-up truck with a GVW up to \_\_\_\_\_ lbs.;
- C. Towing a vehicle, owned or operated by the Township of Green, with a GVW between \_\_\_\_\_ lbs. and \_\_\_\_\_ lbs.;
- D. Towing a privately owned or operated, vehicle, with a GVW between \_\_\_\_\_ lbs. and \_\_\_\_\_ lbs.;
- E. Towing a vehicle, owned or operated by the Township of Green, with a GVW over \_\_\_\_\_ lbs.;
- F. Towing a privately owned or operated vehicle, with a GVW over \_\_\_\_\_ lbs.;
- G. Storage of a passenger vehicle, owned or operated by the Township of Green, such as an automobile, a light duty truck, SUV or pick-up truck with a GVW up to \_\_\_\_\_ lbs.;
- H. Storage of a privately owned or operated passenger vehicle, such as an automobile, light duty truck, SUV or pick-up truck with a GVW up to \_\_\_\_\_ lbs.;
- I. Storage of a vehicle, owned or operated by the Township of Green, with a GVW between \_\_\_\_\_ lbs. and \_\_\_\_\_ lbs.;
- J. Storage of a privately owned or operated vehicle, with a GVW between \_\_\_\_\_ lbs. and \_\_\_\_\_ lbs.;
- K. Storage of a vehicle, owned or operated by the Township of Green, with a GVW over \_\_\_\_\_ lbs.;
- L. Storage of a privately owned or operated vehicle, with a GVW over \_\_\_\_\_ lbs.;

**CHECKLIST**

**TOWING SERVICES**

The bidder shall submit, with the Bid Form, the following items Mandatory for Bid Proposal. In order to be considered an adequate submission, each item must meet the requirements of the relevant statute and must be legally binding on the bidder.

**By initialing the entries herein, the bidder indicates that the required items have been included with the Bid Form as required herein.**

	<u>Page</u>
<input type="checkbox"/> Bid Form .....	20
<input type="checkbox"/> Bidder's Acknowledgment of Receipt of Notices, Revisions or Addenda to the Advertisement or Bid Documents .....	29
<input type="checkbox"/> Bidder's Business Registration Certificate .....	30
<input type="checkbox"/> Disclosure Statement .....	31
<input type="checkbox"/> Statement of Compliance.....	32
<input type="checkbox"/> Statement of Ownership .....	33
<input type="checkbox"/> Exceptions to Specifications .....	34
<input type="checkbox"/> Non-Collusion Affidavit.....	35
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<input type="checkbox"/> No Bid Response Form.....	37
<input type="checkbox"/> Affirmative Action Instructions.....	38
<input type="checkbox"/> Affirmative Action Questionnaire and Affidavit.....	40
<input type="checkbox"/> References.....	42
<input type="checkbox"/> Financial Responsibility Form .....	43
<input type="checkbox"/> Bidder Qualification Statement .....	44
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BID SPECIFICATIONS  
TOWING SERVICES  
TOWNSHIP OF GREEN

Certification of Bidder's Status on the State Treasurer's  
List of Debarred, Suspended and Disqualified Bidders..... 47

Subcontractors..... 48

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Proposed Contract..... 50

\_\_\_\_\_

Print Name

\_\_\_\_\_

Signature

If Corporation, Limited Liability Company or Partnership, State Title

**BID FORM**

**TOWNSHIP OF GREEN**

**Township of Green  
150 Kennedy Road  
P.O. Box 65  
Tranquility, New Jersey 07879**

Bid of: \_\_\_\_\_

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

FOR THE FURNISHING AND DELIVERING OF:

**TOWING SERVICES**

We hereby certify that we are the only person or persons interested in this bid that is made without collusion with any person, firm or corporation making another bid for the same contract, that the bid is in all respects fair and that no officer of the members of the Township of Green, or any person in the employ of said members is directly or indirectly interested in this bid or in the supplies or work to which it relates, or in the profits of any portion thereof.

We further declare that we have carefully examined the information for Bidders, Specifications, and Contract form herein referred to and propose to furnish and deliver all necessary work specified and, in the manner, and time prescribed, and further understand that all work is to be furnished at the following price:

**TOWING SERVICES**

The Township of Green has the need for towing services for vehicles utilized by the Township of Green, as well as private vehicles that are parked in violation of any parking statutes and ordinances, have become disabled, abandoned or become involved in motor vehicle accidents, or are otherwise in violation of any statute or ordinance. The Township of Green desires to obtain a quote for towing and storing such motor vehicles. The intent of these specifications is to contract with one or more towers to provide towing services in a cost effective and responsive manner. Consideration will be given to response times, adequacy of equipment and facilities as well as the ability to securely store towed vehicles.

All Bidders are advised that the Township of Green is not responsible for, and will not assist in the payment and/or collection of payment for any towing, storage or other services involving a private vehicle.

BID SPECIFICATIONS  
TOWING SERVICES  
TOWNSHIP OF GREEN

The term of the contract shall be for a maximum term of 3 years. The Township of Green is seeking alternate bids, that is, requesting that bidders bid on a one-year, two-year or three-year contract. The Township of Green reserves the right to award the contract for any duration up to 3 years at its sole discretion. The Township of Green also reserves the right to award the contract to multiple bidders.

**YEAR 1 – Privately Owned Vehicles**

1. Towing a privately owned or operated passenger vehicle such as an automobile, light duty truck, SUV or pick-up truck with a GVW up to \_\_\_\_\_lbs.; (cost per tow)

Amount in Words: \_\_\_\_\_

Amount in Figures: \_\_\_\_\_

2. Towing a privately owned or operated vehicle, with a GVW between \_\_\_\_\_lbs. and \_\_\_\_\_lbs.; (cost per tow)

Amount in Words: \_\_\_\_\_

Amount in Figures: \_\_\_\_\_

3. Towing a privately owned or operated vehicle with a GVW over \_\_\_\_\_lbs.; (cost per tow)

Amount in Words: \_\_\_\_\_

Amount in Figures: \_\_\_\_\_

4. Storage of a privately owned or operated vehicle such as an automobile, light duty truck, SUV or pick-up truck, with a GVW up to \_\_\_\_\_lbs.; (cost per day)

Amount in Words: \_\_\_\_\_

Amount in Figures: \_\_\_\_\_

5. Storage of a privately owned or operated vehicle with a GVW between \_\_\_\_\_lbs. and \_\_\_\_\_lbs.; (cost per day)

Amount in Words: \_\_\_\_\_

Amount in Figures: \_\_\_\_\_

BID SPECIFICATIONS  
TOWING SERVICES  
TOWNSHIP OF GREEN

6. Storage of a privately owned or operated vehicle with a GVW over \_\_\_\_\_ lbs.; (cost per day)

Amount in Words: \_\_\_\_\_

Amount in Figures: \_\_\_\_\_

**YEAR 1 – Township Vehicles**

1. Towing a Township owned or operated passenger vehicle such as an automobile, light duty truck, SUV or pick-up truck with a GVW up to \_\_\_\_\_ lbs.; (cost per tow)

Amount in Words: \_\_\_\_\_

Amount in Figures: \_\_\_\_\_

2. Towing a Township owned or operated vehicle, with a GVW between \_\_\_\_\_ lbs. and \_\_\_\_\_ lbs.; (cost per tow)

Amount in Words: \_\_\_\_\_

Amount in Figures: \_\_\_\_\_

3. Towing a Township owned or operated vehicle with a GVW over \_\_\_\_\_ lbs.; (cost per tow)

Amount in Words: \_\_\_\_\_

Amount in Figures: \_\_\_\_\_

4. Storage of a Township owned or operated vehicle such as an automobile, light duty truck, SUV or pick-up truck, with a GVW up to \_\_\_\_\_ lbs.; (cost per day)

Amount in Words: \_\_\_\_\_

Amount in Figures: \_\_\_\_\_

BID SPECIFICATIONS  
TOWING SERVICES  
TOWNSHIP OF GREEN

5. Storage of a Township owned or operated vehicle with a GVW between \_\_\_\_\_ lbs. and \_\_\_\_\_ lbs.; (cost per day)

Amount in Words: \_\_\_\_\_

Amount in Figures: \_\_\_\_\_

6. Storage of a Township owned or operated vehicle with a GVW over \_\_\_\_\_ lbs.; (cost per day)

Amount in Words: \_\_\_\_\_

Amount in Figures: \_\_\_\_\_

**YEAR 2 – Privately Owned Vehicles**

1. Towing a privately owned or operated passenger vehicle such as an automobile, light duty truck, SUV or pick-up truck with a GVW up to \_\_\_\_\_ lbs.; (cost per tow)

Amount in Words: \_\_\_\_\_

Amount in Figures: \_\_\_\_\_

2. Towing a privately owned or operated vehicle, with a GVW between \_\_\_\_\_ lbs. and \_\_\_\_\_ lbs.; (cost per tow)

Amount in Words: \_\_\_\_\_

Amount in Figures: \_\_\_\_\_

3. Towing a privately owned or operated vehicle with a GVW over \_\_\_\_\_ lbs.; (cost per tow)

Amount in Words: \_\_\_\_\_

Amount in Figures: \_\_\_\_\_

4. Storage of a privately owned or operated vehicle such as an automobile, light duty truck, SUV or pick-up truck, with a GVW up to \_\_\_\_\_ lbs.; (cost per day)

Amount in Words: \_\_\_\_\_

Amount in Figures: \_\_\_\_\_

BID SPECIFICATIONS  
TOWING SERVICES  
TOWNSHIP OF GREEN

5. Storage of a privately owned or operated vehicle with a GVW between \_\_\_\_ lbs. and \_\_\_\_\_ lbs.; (cost per day)

Amount in Words: \_\_\_\_\_

Amount in Figures: \_\_\_\_\_

6. Storage of a privately owned or operated vehicle with a GVW over \_\_\_\_\_ lbs.; (cost per day)

Amount in Words: \_\_\_\_\_

Amount in Figures: \_\_\_\_\_

**YEAR 2 – Township Vehicles**

1. Towing a Township owned or operated passenger vehicle such as an automobile, light duty truck, SUV or pick-up truck with a GVW up to \_\_\_\_ lbs.; (cost per tow)

Amount in Words: \_\_\_\_\_

Amount in Figures: \_\_\_\_\_

2. Towing a Township owned or operated vehicle, with a GVW between \_\_\_\_ lbs. and \_\_\_\_\_ lbs.; (cost per tow)

Amount in Words: \_\_\_\_\_

Amount in Figures: \_\_\_\_\_

3. Towing a Township owned or operated vehicle with a GVW over \_\_\_\_ lbs.; (cost per tow)

Amount in Words: \_\_\_\_\_

Amount in Figures: \_\_\_\_\_



BID SPECIFICATIONS  
TOWING SERVICES  
TOWNSHIP OF GREEN

4. Storage of a Township owned or operated vehicle such as an automobile, light duty truck, SUV or pick-up truck, with a GVW up to \_\_\_\_\_lbs.; (cost per day)

Amount in Words: \_\_\_\_\_

Amount in Figures: \_\_\_\_\_

5. Storage of a Township owned or operated vehicle with a GVW between \_\_\_\_\_lbs. and \_\_\_\_\_lbs.; (cost per day)

Amount in Words: \_\_\_\_\_

Amount in Figures: \_\_\_\_\_

6. Storage of a Township owned or operated vehicle with a GVW over \_\_\_\_\_lbs.; (cost per day)

Amount in Words: \_\_\_\_\_

Amount in Figures: \_\_\_\_\_

**YEAR 3 – Privately Owned Vehicles**

1. Towing a privately owned or operated passenger vehicle such as an automobile, light duty truck, SUV or pick-up truck with a GVW up to \_\_\_\_\_lbs.; (cost per tow)

Amount in Words: \_\_\_\_\_

Amount in Figures: \_\_\_\_\_

2. Towing a privately owned or operated vehicle, with a GVW between \_\_\_\_\_lbs. and \_\_\_\_\_lbs.; (cost per tow)

Amount in Words: \_\_\_\_\_

Amount in Figures: \_\_\_\_\_

3. Towing a privately owned or operated vehicle with a GVW over \_\_\_\_\_lbs.; (cost per tow)

Amount in Words: \_\_\_\_\_

Amount in Figures: \_\_\_\_\_

BID SPECIFICATIONS  
TOWING SERVICES  
TOWNSHIP OF GREEN

4. Storage of a privately owned or operated vehicle such as an automobile, light duty truck, SUV or pick-up truck, with a GVW up to \_\_\_\_\_ lbs.; (cost per day)

Amount in Words: \_\_\_\_\_

Amount in Figures: \_\_\_\_\_

5. Storage of a privately owned or operated vehicle with a GVW between \_\_\_\_\_ lbs. and \_\_\_\_\_ lbs.; (cost per day)

Amount in Words: \_\_\_\_\_

Amount in Figures: \_\_\_\_\_

6. Storage of a privately owned or operated vehicle with a GVW over \_\_\_\_\_ lbs.; (cost per day)

Amount in Words: \_\_\_\_\_

Amount in Figures: \_\_\_\_\_

**YEAR 3 – Township Vehicles**

1. Towing a Township owned or operated passenger vehicle such as an automobile, light duty truck, SUV or pick-up truck with a GVW up to \_\_\_\_\_ lbs.; (cost per tow)

Amount in Words: \_\_\_\_\_

Amount in Figures: \_\_\_\_\_

2. Towing a Township owned or operated vehicle, with a GVW between \_\_\_\_\_ lbs. and \_\_\_\_\_ lbs.; (cost per tow)

Amount in Words: \_\_\_\_\_

Amount in Figures: \_\_\_\_\_

BID SPECIFICATIONS  
TOWING SERVICES  
TOWNSHIP OF GREEN

3. Towing a Township owned or operated vehicle with a GVW over \_\_\_\_\_lbs.; (cost per tow)

Amount in Words: \_\_\_\_\_

Amount in Figures: \_\_\_\_\_

4. Storage of a Township owned or operated vehicle such as an automobile, light duty truck, SUV or pick-up truck, with a GVW up to \_\_\_\_\_lbs.; (cost per day)

Amount in Words: \_\_\_\_\_

Amount in Figures: \_\_\_\_\_

5. Storage of a Township owned or operated vehicle with a GVW between \_\_\_\_\_lbs. and \_\_\_\_\_lbs.; (cost per day)

Amount in Words: \_\_\_\_\_

Amount in Figures: \_\_\_\_\_

6. Storage of a Township owned or operated vehicle with a GVW over \_\_\_\_\_lbs.; (cost per day)

Amount in Words: \_\_\_\_\_

Amount in Figures: \_\_\_\_\_



**BIDDER'S ACKNOWLEDGMENT OF RECEIPT OF NOTICES, REVISIONS  
OR ADDENDA TO THE ADVERTISEMENT OR BID DOCUMENTS**

The undersigned bidder acknowledges receipt of the following Notices, Revisions or Addenda to the Advertisement or Bid Documents:

Notice, Revisions or Addenda No.	Date of Notice, Revisions or Addenda
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

If this form does not apply, check this box and initial this form. \_\_\_\_\_

Failure of the bidder to acknowledge the bidder's receipt of any notice or revisions or addenda to the advertisement or bid documents, in this document shall be deemed a fatal defect that shall render the bid proposal unresponsive and cannot be cured.

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name & Title

Dated: \_\_\_\_\_, 2019

**BIDDER'S BUSINESS REGISTRATION CERTIFICATE**

Bidders and their subcontractors, if any, must comply with the provisions of P.L. 2004 c.57 (N.J.S.A. 52:32-44) and submit proof that the bidder is registered with the New Jersey Department of the Treasury, Division of Revenue by including a copy of the Business Registration Certificate issued to the bidder and any subcontractor by the Division of Revenue in the Bid Package returned to the Township.

The only acceptable proof is the "Business Registration Certificate" provided by the New Jersey Division of Revenue.

**DISCLOSURE STATEMENT**

The undersigned is: \_\_\_\_\_ An Individual  
\_\_\_\_\_ A Partnership  
\_\_\_\_\_ A Corporation  
\_\_\_\_\_ A Limited Liability Company

Under the laws of the State of: \_\_\_\_\_

Having its principal office at: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of Individual, Partner, Officer  
or Member Signing the Proposal.)

Title: \_\_\_\_\_

(Affix Seal Here)

(Required if bidder is a Corporation)

If a Partnership or a Corporation, give the names of the partners, or all officers of the Corporation with the address of each, as appropriate. Additionally, if the organization is a Limited Liability Company, give the names of the members of the L.L.C. and their addresses:

<u>NAME</u>	<u>ADDRESS</u>
_____	_____
_____	_____
_____	_____
_____	_____

**STATEMENT OF COMPLIANCE**

The following information must be supplied, and the statements notarized and witnessed, by a Notary Public, licensed in the State of New Jersey.

1. The specifications, as presented herein, have been strictly adhered to. All alternates to these specifications are listed on a separate page in the proposal, with reference to the page and section title for which the exception is taken. If exceptions are taken, and alternates or equivalents not listed, we understand that it will be grounds for not accepting the bid.

2. All information, as required, has been included in the proposal. "I (we) do solemnly swear that the enclosed information is correct and true to the best of my (our) knowledge. I (We) also do swear that no information has been omitted from this proposal in order to present the proposal in a more favorable position."

"I (We) also do swear that all alternates and clarifications to the specifications have been listed in my (our) proposal".

BIDDER: \_\_\_\_\_  
\_\_\_\_\_

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

Notary Seal

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



**STATEMENT OF OWNERSHIP**

Bidder shall state the names and addresses of all person's owning ten (10%) percent or greater interest therein in the proposal, in compliance with P.L. 1977, Chapter 33, effective March 8, 1977, are as follows:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

\_\_\_\_\_  
**BIDDER**

**EXCEPTIONS TO SPECIFICATIONS**

Any exceptions to the specifications provided shall be stated below:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_

Attach additional sheets if necessary.

**NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY)

ss.:

COUNTY OF SUSSEX)

I, \_\_\_\_\_, of \_\_\_\_\_ in the County of \_\_\_\_\_, and the State of \_\_\_\_\_, of full age, being duly sworn according to law on my oath, depose and say that:

I am \_\_\_\_\_ of the firm of \_\_\_\_\_ the bidder making the Proposal for the above named project, and that I executed the Proposal with full authority so to do; the bidder has not, directly or indirectly, entered into any agreements, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in the Proposal and in the affidavit are true and correct, all made with full knowledge that the Township of Green relies upon the truth of the statements contained in the Proposal and in the statements contained in this affidavit in awarding the contract for the project.

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

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Title)

Subscribed and sworn to  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 2019.

(AFFIX SEAL HERE)

\_\_\_\_\_  
(Affidavit Signature)

\_\_\_\_\_  
(Also type or print name of affiant under signature)

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

My Commission Expires on \_\_\_\_\_

**STOCKHOLDER'S STATEMENT**

In accordance with N.J.S.A. 52:25-24.2, every corporation, limited liability company and/or partnership submitting a bid, shall submit a statement setting forth the names and addresses of all stockholders in the corporation, members of the limited liability company or partners in the partnership, who own ten (10%) percent or more of its stock, of any class, or any member who owns a ten (10%) or greater interest in the limited liability company of all individual partners in the partnership who own a ten (10)% percent or greater interest therein, as the case may be.

If one or more stockholders, members or partners, is itself a corporation, limited liability company or partnership, the stockholders holding 10% or more of that corporations' stock, or members owns 10% or greater interest in the limited liability company or the individual partners owning ten percent 10% or greater interest in that partnership, as the case may be, shall also be listed. This disclosure shall be continued until the names and addresses of every non-corporate stockholder, member and individual partner exceeding the 10% ownership criteria established by this notice, shall have been listed. If no one owns more than ten (10%) percent, note by stating "None".

*Name of Corporation, Limited Liability Company or Partnership:* \_\_\_\_\_

*Principal place of Business:* \_\_\_\_\_

*List of Stockholders, Members and/or Partner with 10% or more interest:*

	<u>Name</u>	<u>Address</u>	<u>Percent Ownership</u>
(1)	_____	_____	_____
(2)	_____	_____	_____
(3)	_____	_____	_____
(4)	_____	_____	_____
(5)	_____	_____	_____

(Attach additional sheets if necessary.)

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

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

Title: \_\_\_\_\_

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

**NO BID RESPONSE FORM**

Project Name: **Towing Services**

Bid Opening Date:

We are not submitting a bid for the following reason(s):

- Cannot comply with specifications
- Unable to meet delivery
- Cannot comply with terms/conditions: (Please state which ones.)

\_\_\_\_\_

- Do not sell/manufacture type of items involved
- Not interested at this time
- Other (Please specify)\_\_\_\_\_

\_\_\_\_\_

We do  do not  want to remain on the mailing list for future bids.

Please make any changes, if necessary:

\_\_\_\_\_(Company Name)

\_\_\_\_\_(Address)

\_\_\_\_\_(Contact Person)

\_\_\_\_\_(Telephone Number)

\_\_\_\_\_(Fax Number)

PLEASE RETURN TO:

**Township Clerk/Administrator  
Township of Green  
150 Kennedy Road  
P.O. Box 65  
Tranquility, New Jersey 07879**

## **AFFIRMATIVE ACTION INSTRUCTIONS**

### **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

**N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)**

**N.J.A.C. 17:27 et seq.**

### **GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS**

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

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

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

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

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

BID SPECIFICATIONS  
TOWING SERVICES  
TOWNSHIP OF GREEN

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: [http://www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance)).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

**AFFIRMATIVE ACTION QUESTIONNAIRE**

Kindly complete questionnaire in the event that you or your firm is awarded this contract. The necessary forms will be sent by the Township prior to award. This form should be submitted with your bid.

Our company has a Federal or State of New Jersey Affirmative Action Plan approval.

( ) YES                      ( ) NO

- A. If yes, attach a copy of the approval to this page. Acceptable approvals are a current letter (not more than one (1) year from date) from the United States Department of Labor or a State of New Jersey Certificate of Employee Information Report.
  
- B. If no, and you become successful bidder, an Affirmative Action Employee Information Report will be provided and must be submitted within seven (7) days after receipt of the notification of intent to award the contract.

I certify that the above information is correct to the best of my knowledge.

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

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

BUSINESS NAME: \_\_\_\_\_

DATE: \_\_\_\_\_, 2019 TELEPHONE NO.: \_\_\_\_\_

\*\*\*\*\*  
NOTE: ATTACH COPY OF FORM HERE  
\*\*\*\*\*



**AFFIRMATIVE ACTION AFFIDAVIT**

STATE OF NEW JERSEY}

COUNTY OF \_\_\_\_\_ } s.s.:

**TOWING SERVICES**

I, \_\_\_\_\_, of the Town/City of \_\_\_\_\_ in the State of \_\_\_\_\_ being of full age and duly sworn according to law, on my oath depose and say that:

I am employed by the firm of \_\_\_\_\_, the bidder submitting the Bid Proposal for the above named project, in the capacity of (title), and I have executed the Bid Proposal with full authority to do so. Further, the bidder will comply with the provisions of Public Law 1975, Chapter 127, and shall require all subcontractors to comply with the provisions of Public Law 1975, Chapter 127.

\_\_\_\_\_  
**Name of Firm or Individual**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public of New Jersey.

**REFERENCES**

**Towing Services**

Name of Owner                                      Date of Work                                      Contact Name/Phone No.

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

**FINANCIAL RESPONSIBILITY FORM**

QUALIFICATION Questionnaire (Services)

Financial:

Individual  
 Corporation

Partnership  
 Limited Liability Company

Location of Main Office:

Name of Bank:

Financial Condition as of Date:

Brief Statement of your financial condition:

Experience:

Length of Time in Business: \_\_\_\_\_ years

Number of Employees:

State License Number, if applicable \_\_\_\_\_(attach copy(ies))

I am ( ) am not ( ) on the New Jersey Debarred vendor list.

Minority ( ) Small Business ( ) Women Owned ( )

**BIDDER QUALIFICATION STATEMENT**

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

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Hours of Operation: \_\_\_\_\_

Years in Business: \_\_\_\_\_

Miles from Green Township: \_\_\_\_\_

\_\_\_\_\_  
Signature

Initials: \_\_\_\_\_

Dated: \_\_\_\_\_

**EQUIPMENT CERTIFICATION**

**INSTRUCTION FOR COMPLETING THE EQUIPMENT CERTIFICATION**

If the bidder owns, leases or controls all the necessary equipment required, complete Part 1. Should the bidder not own, lease or control the necessary equipment required, complete Part 2. This certification must be attached to and submitted with the Proposal.

**PART 1**

"This is to certify that I, the bidder signing the attached proposal, own, lease or control all the necessary equipment required to accomplish the work shown and described on the contract drawings and in the contract specifications."

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Bidder

**PART 2**

"This is to certify that I, the undersigned, own or control the equipment required and noted below and definitely grant or will grant the bidder named below the control of said equipment during such time as may be required for that portion of the work described on the contract drawings and in the contract specifications for which the equipment is necessary."

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Owner or  
Controller of Equipment

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Business Address of Above



**CERTIFICATION OF BIDDER'S STATUS ON  
THE STATE TREASURER'S LIST OF  
DEBARRED, SUSPENDED AND DISQUALIFIED BIDDERS**

STATE OF NEW JERSEY

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

I, \_\_\_\_\_, of the \_\_\_\_\_ of  
\_\_\_\_\_, in the State of \_\_\_\_\_, of full age, being duly  
sworn according to law on my oath depose and say that:

I am \_\_\_\_\_ of the firm of \_\_\_\_\_, the  
bidder making the proposal for the above named project, that I executed the Proposal,  
this affidavit and all other bidding documents with full authority to do so, and that the  
bidder is not now at the time of submission of this bid included on the State of New  
Jersey Treasurer's List of Debarred, Suspended and Disqualified Bidders.

By: \_\_\_\_\_ Date:  
Deponent's Name

Deponent's Title

Subscribed and sworn to before me  
on \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public of New Jersey

## **SUBCONTRACTORS**

The Bidder shall list the name, address and work discipline for all Subcontractors, if any. If no Subcontractors are to be utilized, the Bidder shall so indicate. If any Subcontractor is to be utilized, the Bidder shall supply with the bid the Subcontractor's Business Registration Certificate and Public Works Contractors Registration Certificate.

- No Subcontractors to be utilized
- Subcontractors shall be utilized listed below

---

Name

---

Address

---

Work Discipline

---

Name

---

Address

---

Work Discipline

(Attach additional sheets as necessary)



**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Project: \_\_\_\_\_ Bidder: \_\_\_\_\_

**PART 1: CERTIFICATION**  
**BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX**  
**FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

**PLEASE CHECK THE APPROPRIATE BOX:**

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parent, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determine to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

**OR**

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. **I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive** and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

You must provide a detailed accurate and precise description of the activities of the activities of the bidding person/entity, or one of its parents,' subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

**EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON**

Name: \_\_\_\_\_ Relationship to Bidder: \_\_\_\_\_

Description of Activities: \_\_\_\_\_

Duration of Engagement: \_\_\_\_\_ Anticipated Cessation Date: \_\_\_\_\_

Bidder Contact Name: \_\_\_\_\_ Contact Phone Number: \_\_\_\_\_

**ADD AN ADDITIONAL ACTIVITIES ENTRY**

**Certification:** I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): \_\_\_\_\_

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

Title: \_\_\_\_\_

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

## **CONTRACT**

This Contract made on \_\_\_\_\_, 2019 ("Commencement Date");

**BETWEEN TOWNSHIP OF GREEN**, a municipal corporation of the State of New Jersey, with municipal offices located at Township of Green, 150 Kennedy Road, P.O. Box 65, Tranquility, New Jersey 07879, ("Township of Green")

### **AND (CONTRACTOR)**

**WITNESSETH:** That the Township of Green and the Contractor for the consideration specified below agree as follows:

**Article I: Services to be provided:** Contractor covenants and agrees to perform the towing, retrieval and storing services within the Township of Green, 150 Kennedy Road, Tranquility, New Jersey, in accordance with the bid specifications dated \_\_\_\_\_, 2019 and this Contract. All work to be performed in strict accordance with all the bid specifications established by Green and the bid proposal submitted by the Contractor.

Contractor further agrees to do and perform this agreement in conformity with the contract documents listed below which contract documents and Contractor's bid submission are hereby made a part of this Contract as if the same had been set forth in the body of this Contract. The contract documents include, but are not limited to the following:

All Bid Specifications, Terms and Conditions contained in the bid package dated March 2019, including the documents completed by the contractor in response to the bid

Bid Form

Bidder's Acknowledgment of Receipt of Notices, Revisions or Addenda to the Advertisement or Bid Documents

Bidder's Business Registration Certificate

Disclosure Statement

Statement of Compliance

Statement of Ownership

Exceptions to Specifications

Non-Collusion Affidavit

Stockholders Statement

No Bid Response Form

Affirmative Action Instructions

Affirmative Action Questionnaire and Affidavit

References

Financial Responsibility Form

Bidder Qualification Statement

Equipment Certification

Certification of Bidder's Status on the State Treasurer's List of Debarred,  
Suspended and Disqualified Bidders

Subcontractors

Disclosure of Investment Activities in Iran

**Article II: Contract Execution:** Contractor is required to execute this Contract within twenty-one (21) days from the date the Contract is awarded by the Township of Green. Failure or neglect to execute this Contract within the period shall constitute a breach of the Contract. Contractor shall be responsible for all resulting damages including, but not limited to, those set forth in the bid specifications.

**Article III: Response Time and Termination:** The Contractor acknowledges that it must respond and be on the scene of a call within 30 minutes from the time that it receives a call from the Township of Green and/or a police officer or department. In the event that Contractor fails or refuses to meet the 30 minute call out time on three (3) or more occasions in any twelve (12) month period, the Township of Green shall have the right on seven (7) days written notice to terminate this Contract.

The Township of Green shall have the right, for any reason, to terminate this contract on 30 days written notice to the Contractor with no further liability to the contractor except to pay for any outstanding services provided directly to the Township of Green prior to the termination date.

**Article IV: Term of Contract.** This Contract is for a term of \_\_\_\_\_year(s) commencing on the Commencement Date and expiring on\_\_\_\_\_20\_\_\_\_, unless terminated sooner as provided for in this Contract.

**Article V: Contract Price and Fee Schedule for Township Owned Vehicles:**  
The Township of Green shall pay Contractor for services actually provided for towing, retrieval and/or storage of vehicles owned or operated by the Township of Green according to the following schedule: Contractor agrees it will charge the following fees for the services provided by it based on the prices listed below:

BID SPECIFICATIONS - TOWING SERVICES

**YEAR 1**

1. Towing a Township owned or operated passenger vehicle such as an automobile, light duty truck, SUV or pick-up truck with a GVW up to \_\_\_\_\_ lbs.; (cost per tow)

Amount in Words: \_\_\_\_\_

Amount in Figures: \_\_\_\_\_

2. Towing a Township owned or operated vehicle, with a GVW between \_\_\_\_\_ lbs. and \_\_\_\_\_ lbs.; (cost per tow)

Amount in Words: \_\_\_\_\_

Amount in Figures: \_\_\_\_\_

3. Towing a Township owned or operated vehicle with a GVW over \_\_\_\_\_ lbs.; (cost per tow)

Amount in Words: \_\_\_\_\_

Amount in Figures: \_\_\_\_\_

4. Storage of a Township owned or operated vehicle such as an automobile, light duty truck, SUV or pick-up truck, with a GVW up to \_\_\_\_\_ lbs.; (cost per day)

Amount in Words: \_\_\_\_\_

Amount in Figures: \_\_\_\_\_

5. Storage of a Township owned or operated vehicle with a GVW between \_\_\_\_\_ lbs. and \_\_\_\_\_ lbs.; (cost per day)

Amount in Words: \_\_\_\_\_

Amount in Figures: \_\_\_\_\_

6. Storage of a Township owned or operated vehicle with a GVW over \_\_\_\_\_ lbs.; (cost per day)

Amount in Words: \_\_\_\_\_

Amount in Figures: \_\_\_\_\_

**YEAR 2**

1. Towing a Township owned or operated passenger vehicle such as an automobile, light duty truck, SUV or pick-up truck with a GVW up to \_\_\_\_\_ lbs.; (cost per tow)

Amount in Words: \_\_\_\_\_

Amount in Figures: \_\_\_\_\_

2. Towing a Township owned or operated vehicle, with a GVW between \_\_\_\_\_ lbs. and \_\_\_\_\_ lbs.; (cost per tow)

Amount in Words: \_\_\_\_\_

Amount in Figures: \_\_\_\_\_

3. Towing a Township owned or operated vehicle with a GVW over \_\_\_\_\_ lbs.; (cost per tow)

Amount in Words: \_\_\_\_\_

Amount in Figures: \_\_\_\_\_

4. Storage of a Township owned or operated vehicle such as an automobile, light duty truck, SUV or pick-up truck, with a GVW up to \_\_\_\_\_ lbs.; (cost per day)

Amount in Words: \_\_\_\_\_

Amount in Figures: \_\_\_\_\_

5. Storage of a Township owned or operated vehicle with a GVW between \_\_\_\_\_ lbs. and \_\_\_\_\_ lbs.; (cost per day)

Amount in Words: \_\_\_\_\_

Amount in Figures: \_\_\_\_\_

6. Storage of a Township owned or operated vehicle with a GVW over \_\_\_\_\_ lbs.; (cost per day)

Amount in Words: \_\_\_\_\_

Amount in Figures: \_\_\_\_\_

**YEAR 3**

1. Towing a Township owned or operated passenger vehicle such as an automobile, light duty truck, SUV or pick-up truck with a GVW up to \_\_\_\_\_lbs.; (cost per tow)

Amount in Words: \_\_\_\_\_

Amount in Figures: \_\_\_\_\_

2. Towing a Township owned or operated vehicle, with a GVW between \_\_\_\_\_lbs. and \_\_\_\_\_lbs.; (cost per tow)

Amount in Words: \_\_\_\_\_

Amount in Figures: \_\_\_\_\_

3. Towing a Township owned or operated vehicle with a GVW over \_\_\_\_\_lbs.; (cost per tow)

Amount in Words: \_\_\_\_\_

Amount in Figures: \_\_\_\_\_

4. Storage of a Township owned or operated vehicle such as an automobile, light duty truck, SUV or pick-up truck, with a GVW up to \_\_\_\_\_lbs.; (cost per day)

Amount in Words: \_\_\_\_\_

Amount in Figures: \_\_\_\_\_

5. Storage of a Township owned or operated vehicle with a GVW between \_\_\_\_\_lbs. and \_\_\_\_\_lbs.; (cost per day)

Amount in Words: \_\_\_\_\_

Amount in Figures: \_\_\_\_\_

6. Storage of a Township owned or operated vehicle with a GVW over \_\_\_\_\_lbs.; (cost per day)

Amount in Words: \_\_\_\_\_

Amount in Figures: \_\_\_\_\_

BID SPECIFICATIONS - TOWING SERVICES

For towing services provided for Township owned, leased or used vehicles, the Township of Green shall, within 20 days of receipt of each invoice for payment, either indicate in writing its approval of payment and present the invoice for payment to the Township Committee, or return the invoice for payment to the Contractor indicating in writing its reasons for refusing to approve payment. If the invoice is returned, the Contractor may make the necessary corrections and re-submit the invoice for payment. The Township Committee shall review the invoice at its next regularly scheduled meeting. Upon approval of the invoice by the Township Committee, the Township shall make payment within 30 days pursuant to N.J.S.A. 2A:30A-1 et seq.

Payment to be made in accordance with the Township of Green's requirement for submission of invoice and vouchers and approval by authorized officials. Acceptance of the final payment by the bidder shall be understood to be a release of all claims against the Township of Green for payment.

**Article VI: Fee Schedule for Privately Owned Vehicles:**

The following fee schedule applies for privately owned vehicles:

**YEAR 1**

1. Towing a privately owned or operated passenger vehicle such as an automobile, light duty truck, SUV or pick-up truck with a GVW up to \_\_\_\_\_ lbs.; (cost per tow)

Amount in Words: \_\_\_\_\_

Amount in Figures: \_\_\_\_\_

2. Towing a privately owned or operated vehicle, with a GVW between \_\_\_\_\_ lbs. and \_\_\_\_\_ lbs.; (cost per tow)

Amount in Words: \_\_\_\_\_

Amount in Figures: \_\_\_\_\_

3. Towing a privately owned or operated vehicle with a GVW over \_\_\_\_ lbs.; (cost per tow)

Amount in Words: \_\_\_\_\_

Amount in Figures: \_\_\_\_\_

4. Storage of a privately owned or operated vehicle such as an automobile, light duty truck, SUV or pick-up truck, with a GVW up to \_\_\_\_\_ lbs.; (cost per day)

Amount in Words: \_\_\_\_\_

Amount in Figures: \_\_\_\_\_

BID SPECIFICATIONS - TOWING SERVICES

5. Storage of a privately owned or operated vehicle with a GVW between \_\_\_\_lbs. and \_\_\_\_\_lbs.; (cost per day)

Amount in Words: \_\_\_\_\_

Amount in Figures: \_\_\_\_\_

6. Storage of a privately owned or operated vehicle with a GVW over \_\_\_\_\_lbs.; (cost per day)

Amount in Words: \_\_\_\_\_

Amount in Figures: \_\_\_\_\_

**YEAR 2**

1. Towing a privately owned or operated passenger vehicle such as an automobile, light duty truck, SUV or pick-up truck with a GVW up to \_\_\_\_lbs.; (cost per tow)

Amount in Words: \_\_\_\_\_

Amount in Figures: \_\_\_\_\_

2. Towing a privately owned or operated vehicle, with a GVW between \_\_\_\_lbs. and \_\_\_\_\_lbs.; (cost per tow)

Amount in Words: \_\_\_\_\_

Amount in Figures: \_\_\_\_\_

3. Towing a privately owned or operated vehicle with a GVW over \_\_\_\_lbs.; (cost per tow)

Amount in Words: \_\_\_\_\_

Amount in Figures: \_\_\_\_\_

4. Storage of a privately owned or operated vehicle such as an automobile, light duty truck, SUV or pick-up truck, with a GVW up to \_\_\_\_\_lbs.; (cost per day)

Amount in Words: \_\_\_\_\_

Amount in Figures: \_\_\_\_\_



BID SPECIFICATIONS - TOWING SERVICES

5. Storage of a privately owned or operated vehicle with a GVW between \_\_\_\_\_ lbs. and \_\_\_\_\_ lbs.; (cost per day)

Amount in Words: \_\_\_\_\_

Amount in Figures: \_\_\_\_\_

6. Storage of a privately owned or operated vehicle with a GVW over \_\_\_\_\_ lbs.; (cost per day)

Amount in Words: \_\_\_\_\_

Amount in Figures: \_\_\_\_\_

**YEAR 3**

1. Towing a privately owned or operated passenger vehicle such as an automobile, light duty truck, SUV or pick-up truck with a GVW up to \_\_\_\_\_ lbs.; (cost per tow)

Amount in Words: \_\_\_\_\_

Amount in Figures: \_\_\_\_\_

2. Towing a privately owned or operated vehicle, with a GVW between \_\_\_\_\_ lbs. and \_\_\_\_\_ lbs.; (cost per tow)

Amount in Words: \_\_\_\_\_

Amount in Figures: \_\_\_\_\_

3. Towing a privately owned or operated vehicle with a GVW over \_\_\_\_\_ lbs.; (cost per tow)

Amount in Words: \_\_\_\_\_

Amount in Figures: \_\_\_\_\_

4. Storage of a privately owned or operated vehicle such as an automobile, light duty truck, SUV or pick-up truck, with a GVW up to \_\_\_\_\_ lbs.; (cost per day)

Amount in Words: \_\_\_\_\_

Amount in Figures: \_\_\_\_\_

5. Storage of a privately owned or operated vehicle with a GVW between \_\_\_\_\_ lbs. and \_\_\_\_\_ lbs.; (cost per day)

Amount in Words: \_\_\_\_\_

Amount in Figures: \_\_\_\_\_

6. Storage of a privately owned or operated vehicle with a GVW over \_\_\_\_\_ lbs.; (cost per day)

Amount in Words: \_\_\_\_\_

Amount in Figures: \_\_\_\_\_

**Contractor agrees that the charges it imposes for retrieval, towing and/or storage of privately owned vehicles, that is, vehicles that are not owned or operated by the Township of Green shall be solely the responsibility of the vehicle's owner and/or operator and, as such, the Township of Green has no responsibility or obligation to pay for such charges, and as such, contractor shall bill and collect such fees from the vehicle's owner and/or operator. Contractor acknowledges that the Township of Green is not acting as a guarantor or in any other capacity in regard to privately owned or operated vehicles.**

**Article VII: Indemnification:** The Contractor shall defend, indemnify and save harmless the Township of Green, its Governing Body members, Administrator, Clerk, officials, officers, servants, agents and employees, and each and every one of them (collectively referred to as "Township of Green" in this Article VII) from and against all suits, costs, claims, demands, damages, expenses, and judgments of every kind and description in any way connected to the services being provided by Contractor, and/or involving or arising out of Contractor's, its members, shareholders, partners, officers, managers, agents, servants, employees and/or subcontractors acts or omissions (collectively referred to as "Claims") including Claims, of Contractor's members, shareholders, partners, officer, managers, agents, servants, employees and subcontractors. Contractor's responsibility shall include paying the Township of Green's reasonable attorney's fees and costs. The indemnification shall be construed as broadly as possible in favor of the Township of Green.

**Article VIII. Independent Contractor:** Contractor acknowledges that it is an Independent Contractor and is responsible for all damage, loss or injury to personal property that may arise or be incurred during the conduct of the work.

**Article IX: Assignment or Subletting:** Contractor covenants and agrees not to assign or sublet the work specified or covered under the terms of this Contract without the prior written approval of Green.

**Article X: Affirmative Action Requirements:** The parties to this Contract agree that the provisions of N.J.S.A. 10:2-1 et seq., dealing with discrimination in employment on public contracts and the rules and regulations promulgated in accordance with those statutes are binding on the parties and are made a part of this contract as if set forth herein at length. The Contractor agrees to comply with all Federal affirmative action requirements, including but not limited to Executive Order 11246 of September 24, 1965, and all rules, regulations and relevant orders of the Secretary of State. Upon awarding the Contract, the contractor shall comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

**Article XI: Insurance:**

A. Contractor, at its sole cost and expense, shall procure and maintain during the full term of this Contract the following insurance:

1. Commercial General Liability insurance with a combined single limit of at least Two Million Dollars (\$2,000,000.00) per occurrence. Such insurance is to cover bodily injury and property damage including but not limited to personal injury.
2. Automobile Liability Insurance with a combined single limit of at least Two Million Dollars (\$2,000,000.00) per occurrence, covering bodily injury and property damage. Liability to include owned and hired vehicles.
3. Garage Keeper's Liability Insurance in an amount not less than One Million Dollars (\$1,000,000.00). The policy must include both comprehensive and collision and an endorsement to include "on the hook";
4. Workers Compensation insurance as required by law, including but not limited to, statutory Workers Compensation benefits employer liability for at least One Million Dollars (\$1,000,000.00).

The Township of Green shall be named as an additional insured on Contractor's General Liability, Automobile Liability and Garage Keeper's liability policies. Contractor shall provide the Township of Green with Certificates of Insurance and policy endorsements or the policy sections confirming the Township of Green's status as an additional insured and evidencing the coverage required by the paragraph. **Proof of Insurance shall be provided to the Township prior to the Township signing this Agreement.**

B. All insurance required under this Contract shall:

- (1) Be issued as a primary policy;
- (1) Waive subrogation in favor of the Township of Green; and

- (2) Contain an endorsement requiring thirty (30) days written notice from the insurance company to both parties before cancellation, non-renewal or change in the coverage, scope, and amount of any policy. Each certification of the policy shall be deposited with the Township within thirty (30) days of the Commencement Date and, on renewal of the policy, not less than thirty (30) days before the expiration of the expiring term of the policy.

**Article XII: Breach of Contract:** Contractor's failure to perform under this Contract, including, but not limited to failing to sign the Contract within twenty-one (21) days after the award of the Contract, or failure to perform in conformity with this Contract or otherwise, shall constitute breach of this Contract and shall result in Contractor being responsible for all damages incurred by Green. Contractor shall also be responsible for all reasonable attorneys' fees and costs incurred by Green in enforcing the terms of this Contract.

**Article XIII: Binding Nature of Agreement:** This Contract shall be binding upon the Township of Green and upon the Contractor, its successors and assigns.

**Article XIV: Legal Compliance:** During the performance of this Contract, Contractor shall act and conform with all Municipal ordinances and resolutions, state, county and federal rules, regulations, ordinances, resolutions, laws, statutes, codes and directives, including, but not limited to any and all items referred to in the bid specifications.

**Article XV: Disputes:** The parties agree that in the event of a dispute any legal action instituted in this matter shall be filed in the Superior Court of New Jersey with venue only in Sussex County. Contractor agrees and does submit itself to the jurisdiction of the court. In the event any dispute is determined in favor of the Township of Green, including by settlement, Contractor shall pay all of the Township of Green's reasonable attorneys' fees and costs. This Contract is a New Jersey Contract and shall be construed and interpreted in accordance with the laws of the State of New Jersey.

**Article XVI: Modifications and Changes:** This Contract shall not be modified, waived, released, discharged, terminated or abandoned, whole or in part, unless the agreement is in writing and signed by the party against whom enforcement is sought.

**Article XVII: Compliance:** Contractor shall comply with all of the technical requirements for this Contract, including, but not limited to, those contained in Exhibit A attached to this Contract.

**Article XVIII: Inspection of Contractor's Equipment:** Contractor agrees that it shall make its towing equipment available to the Township of Green for inspection in order to ensure that it is at all times in compliance with the terms of this contract and the bid specifications.

**Article XIX: Counterparts:** This Contract may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

**Article XX: Termination:** The Township of Green shall have the right to terminate this Contract on thirty (30) days written notice. In the event the Contractor wishes to terminate this Contract, it must give the Township of Green ninety (90) days' written notice in order to afford the Township the ability to find a replacement contractor.

**Article XXI: Reformation:** If any provision in this contract is invalid or unenforceable with respect to any of its parts, the remainder of this contract and the application of such remaining provisions cannot be effected by the invalidity of any other portion.

**Article XXII: Notice:** Notice will be considered given when sent by registered mail, return receipt requested or by overnight courier to the address the respective parties set forth below:

Mark Zschack, Township Clerk  
Township of Green  
150 Kennedy Road  
P.O. Box 65  
Tranquility, NJ 07879

Contractor:

**Article XXIII: Integration:** This Contract contains the entire understanding of the parties hereto with respect to the subject matter hereof, and no prior or other written or oral agreement or undertaking pertaining to any such matter shall be effective for any purpose.

**Article XXIV: Modification:** This Contract may not be amended or modified, nor may any obligation hereunder be waived orally, and no such amendment or modification shall be effective for any purpose unless it is in writing, signed by the party against whom enforcement thereof is sought.

**Article XXV: Interpretation:** In interpreting any provision of this Contract, no weight shall be given to, nor shall any construction or interpretation be influenced by, the fact that counsel for one of the parties drafted this Contract, each party recognizing that it and its counsel have had an opportunity to review this Contract and have contributed to the final form of same.

**SIGNATURES ON FOLLOWING PAGE.**

BID SPECIFICATIONS - TOWING SERVICES

**IN WITNESS WHEREOF**, the individuals named below are duly authorized to sign this Contract on behalf of the respective parties, and the parties agree to be bound by all its terms and conditions.

**ATTEST:**

**TOWNSHIP OF GREEN**

\_\_\_\_\_  
Mark Zschack, Clerk/Administrator

By: \_\_\_\_\_  
Daniel Conkling, Mayor

Dated: \_\_\_\_\_, 2019

**ATTEST:**

**CONTRACTOR'S NAME**

\_\_\_\_\_  
Dated: \_\_\_\_\_, 2019

By: \_\_\_\_\_  
Title

## **EXHIBIT A**

### **Technical Specifications for Towing Services**

#### **I. Definitions.**

The following words and terms shall have the following meanings, unless the context clearly indicates otherwise:

- I. **ABANDONED** — Any motor vehicle which is parked without the current year's registration or license plates, as required by law, for a period of more than 48 hours or is positioned so as to constitute an obstruction of traffic.
  - J. **BASE OF SERVICE** — The location where the towing contractor stations its tow vehicle(s) when not in use.
  - K. **BASIC TOWING SERVICE** — The removal and transportation of a motor vehicle at the request or call of authorized personnel or members of any police department as may be required when abandoned, disabled, damaged in accidents, illegally parked, recovered after being stolen or in cases of emergency, from a highway, street, or other public or private road, or a parking area, or from a storage facility, and other services normally incident thereto, but does not include recovery of an automobile from a position beyond the right-of-way or berm, or from being impaled upon any other object within the right-of-way or berm.
  - L. **MOTOR VEHICLE ACCIDENT** — An occurrence in which a motor vehicle comes in contact with any other object from which the motor vehicle must be towed or removed for placement in a storage facility. This includes all situations which are accidental to one person even if caused by the intentional acts of another.
  - M. **NONBASIC TOWING SERVICES** — All towing services which are not basic towing services or are not performed on motor vehicles.
  - N. **STORAGE SERVICES** — The maximum allowable amount of storage charges to be charged per twenty-four-hour period or a fraction thereof. Each new twenty-four-hour period begins at 12:01 a.m.
  - O. **TOW VEHICLE** — Only those vehicles equipped with a boom or booms, winches, slings, tilt beds, wheel lifts, or under reach equipment specifically designed by its manufacturer for the removal or transport of motor vehicles.
  - P. **TOWING CONTRACTOR** — An individual or entity that performs towing services for or at the direction of the Township.
- II. **HOURS OF SERVICES REQUIRED.** Towing services must be provided on a 24 hour, 7 day per week basis. It is required that a tow vehicle and/or recovery

vehicle be on site within 30 minutes from the time it is called. If a towing contractor is called for any reason, and it cannot perform or refuses to provide its service on three or more occasions during a 12 month period, their contract may be terminated. Furthermore, if the contractor is unable or refuses to perform the towing services, the Township of Green has the right to have the service performed by another towing contractor.

III. **ADVERSE WEATHER.** In adverse weather and emergency conditions, the towing contractor shall give priority to requests for towing services made by the Township of Green over requests made by third parties.

IV. **PRE-CONTRACT QUALIFICATIONS.** Each towing contractor must be able to demonstrate to the Township that it is thoroughly qualified and experienced in the towing and removal of vehicles of all types, and that it has adequate facilities, equipment, expertise, licensing and personnel to perform the services required by this bid in a manner satisfactory to the Township of Green Police Department.

B. The Township of Green may conduct a background check of the towing contractor, its officers, and employees, prior to awarding the towing contract. A high number of traffic violations and/or motor vehicle accidents in the past 10 years will make a driver ineligible. A conviction for a felony will be considered ample reason to disqualify any contractor unless waived by the Township upon application and for good cause.

B. The bid may be rejected or if a contract is entered into, the contract may be terminated on the following grounds which is not exhaustive and, as such, serve as a sole basis for termination of contract:

- 1) Submitting fraudulent or misleading information.
- 2) A criminal conviction of the towing contractor or a named principal of the towing contractor.
- 3) Failure to respond reliably and promptly to calls for assistance or any other unsatisfactory performance.
- 4) Failure to utilize safe and adequate equipment.
- 5) Violations of motor vehicle laws and/or municipal ordinances.
- 6) Failure or refusal to tow or remove a motor vehicle when requested to do so by an appropriate municipal official.
- 7) Violations of the Township's Zoning Ordinance, or any other applicable ordinances or codes of the Township of Green pertaining to the use or condition of the premises used by the contractor in conducting the towing business.



**V. STATEMENT OF RATES FOR TOWING PRIVATE VEHICLES.**

- D. The rates applicable to towing services performed hereunder shall be posted in a conspicuous place, visible to the public at the contractor's place of business.
- E. The contractor shall, at its expense, prepare a printed bill for distribution to the customer, reflecting the fee to be paid in accordance with the rates stated on the printed card, unless otherwise approved by the Police Department. The bill shall also include a statement to the effect that all complaints shall be referred to the contractor with a copy to the Police Department.
- F. Pursuant to N.J.S.A. 40:48-2.54, the owner of any automobile whose automobile is towed and/or stored other than at the owner's request may send complaints and/or report disputing fees in writing to the Township Clerk. The Township Clerk shall arrange for investigation of the owner's allegations and report the outcome of the investigation to the owner within 30 days of the Township's receipt of the written complaint. In no case shall the Township of Green be responsible for paying any towing, storage or other charges imposed by the towing contractor involving a private motor vehicle.
- D. The contractor shall accept from any owner, or his representative, methods of payment in the form of cash, certified check, money order and at least one major credit card. The contractor is not obligated to accept personal checks for payment.

**VI. EMPLOYEES.**

- H. The towing contractor shall employ a sufficient number of employees to comply with the minimum operational requirements.
- I. No person shall be employed by the contractor for towing hereunder unless they have submitted to a background check and have been approved by the Township of Green. The costs of the background check shall be borne by the applicant.
- J. All drivers shall be over the age of 18 years and must have a valid, current driver's license and shall be in good health and of good moral character. Additionally, the driver's license to operate a motor vehicle in New Jersey as well of the state where the license has been issued must not be revoked or suspended.
- K. In order to keep information current, the contractor is required to submit a roster of drivers to the Township Clerk on a monthly basis. No driver shall perform services hereunder unless previously listed by the contractor.

- L. Complaints of any kind, relative to service, overcharging, theft, damage to towed vehicles, discourteous treatment, and the like, shall be referred to the Township Clerk for investigation.
- M. All employees of the contractor shall wear uniform clothing with a name patch indicating the employee's first name and the name of the contractor's company.
- N. The contractor agrees that the owners or officers of the contractor shall be responsible, except as otherwise provided by law, for the acts of their employees while acting hereunder.

**VII. CONDUCT OF CONTRACTORS AND OPERATORS.**

No person owning or operating a tow vehicle shall:

- H. Stand at any public street, intersection, or any public property, waiting for employment, or stand on any private property without first obtaining the consent of the owner of the property.
- I. Seek employment by repeatedly and persistently driving its tow vehicle in a short space in front of any disabled vehicle or by otherwise interfering with the proper and orderly progress of traffic along the public highways. The contractor shall wait until it receives official notification from the Police or the Township before commencing operations.
- J. Permit or invite loitering in or near the tow vehicle.
- K. Solicit or attempt to divert prospective patrons of another tow vehicle.
- L. Solicit, demand, or receive from any person any pay, commission or fee whatsoever, except the proper fee for transporting the vehicle in accordance with the schedule of service rates listed in the contract.
- M. Pay any gratuity, tip, or fee to any third person not involved in the accident or to any police officer, for information as to the location of the accident, or for soliciting the employment of contractor's services, nor give any gratuities, fees or other compensation or gifts to any member of any police department or Township employee.
- N. Act in an unprofessional manner or be discourteous or disrespectful to members of the public as well as representatives of the Township of Green. While members of the public, especially those whose automobiles may have been towed or impounded, may at times resort to strong language, threats and unbecoming behavior toward the contractor, the contractor is expected to exercise restraint and not to respond in kind, and thereby reflect unfavorably on the Township and/or the police department.

**VIII. EQUIPMENT REQUIREMENTS.**

- J. The contractor must submit with its bid a detailed list of the equipment to be utilized. The list shall include the following information: type of vehicle, storage location of vehicles and whether vehicle is owned or leased. All leased and rented equipment must be permanently located at the contractor's base of service at all times during the term of the contract. Each piece of equipment must meet the minimum standards set forth herein. Equipment that cannot meet these minimum standards shall not be used. The contractor is solely responsible for the safety, maintenance, and operation, of each piece of equipment utilized. The bidders must make their equipment available for inspection by a person designated by the Township of Green prior to the contract being awarded to the bidder.
- K. The Township Clerk shall keep a register with the license number, the description of such tow vehicles and the date and complete record of inspections. This register shall be maintained by the contractor.
- L. Roll backs and light-duty wreckers.
  - 1) Roll back. A roll back shall have commercially manufactured chassis certified by the manufacturer. The vehicle shall be equipped with a hydraulically-powered winch. The tilt bed or slide back shall be hydraulically operated. The vehicle shall also be equipped with tie-down chains, proper safety lights or amber rotation emergency flashing lights.
  - 2) Light-duty wrecker. A light-duty wrecker shall have a commercially manufactured chassis certified by the manufacturer for light-duty towing. Each shall be equipped with a commercially manufactured lifting apparatus with dual rear wheels, safety chains, proper safety lights, and rear floodlights, amber rotation emergency flashing lights or amber strobe lights which provide visibility for 360°.
- M. The towing contractor shall supply manufacturer's certification of the lifting capacities of the devices utilized on its vehicles with its bid submission. A certified testing laboratory test result is also acceptable for rating lift capacity.
- N. Tow vehicles shall be equipped with a two-way radio or cellular phone in order to communication with the contractor's office facilities. These communications shall be available 24 hours a day.
- O. Tow vehicles shall be equipped at all times with safety vests for operators, first aid kits, hand tools, lockout kits, flashlight, broom, shovel, speedy-dry, work gloves and receipts for services rendered. No additional charge for use of this equipment is permitted.

- P. Tow vehicles shall be kept in a clean and neat appearance so as to be reasonably accommodating to persons who may come in contact with such vehicles.
- Q. Tow vehicles shall have the name, address, and telephone number of the contractor painted on or permanently attached to both sides of the tow vehicle in compliance with Motor Vehicle and Traffic Laws of New Jersey (Title 39 of the Revised Statutes).
- R. All tow vehicles shall be properly permitted by the State of New Jersey for the use of flashing amber emergency lights. Permits shall be in compliance with Motor Vehicle and Traffic Laws as referenced above.

**IX. MINIMUM STORAGE REQUIREMENTS.**

Each official tow contractor shall maintain an outside secured storage facility meeting the following requirements:

- J. The storage facility must be capable of storing a minimum of 10 automobiles and one tractor and trailer. There must be at least 800 square feet available to hold vehicles impounded by a police department.
- K. The storage facility must be within the limits of the Township or within a 10 mile radius of the Township in order to facilitate reasonable towing distances.
- L. The storage facility must be secure.
- M. The storage facility must be in area legally zoned for such use.
- N. The storage facility must be available to receive vehicles 24 hours per day, 365 days per year. It must be open to the public to recover vehicles stored there on weekdays during normal business hours and on Saturdays. The applicant must specify the hours during which the facility will be open on Saturdays. The tow contractor is not required to be open to the public on Sundays or legal holidays.
- O. The tow contractor must have an employee on duty at all times during which the storage facility is open to the public.
- P. The tow contractor may not charge a release fee in connection with the release of vehicles to their owners after normal business hours or on weekends.
- Q. Each application must be accompanied by proof of ownership or lease of the storage area.

- R. The tow contractor is responsible for ensuring the proper and safe storage of all vehicles towed pursuant to this chapter. The tow contractor is liable for any damage to such vehicles while in transit or while stored at the storage facility.

**X. RECORD BOOK OF VEHICLES TOWED.**

- D. The contractor shall record all vehicles towed in a book or electronic ledger kept for such purposes. The details of each vehicle towed, serviced or transported together with full information of the towed vehicle and name and address of the owner and the charges paid for his services. Full information of the towed vehicle shall include, but not be limited to, the vehicle's license number, VIN registration number, make, model, color and year. The record book herein described shall be kept open for inspection at all times by a duly authorized representative of the Township. A quarterly towing record containing the information herein stated above shall be filed with the Township Clerk setting forth the details of all tows by vehicle type, date, time of day, sector, and whether additional services were required. Each incident shall be reported using the invoice number used for billing. The form of these reports shall be approved by the Township of Green.
- E. The contractor shall maintain a record of all personal property in a towed vehicle that it can observe in sight at the time the vehicle comes into possession
- F. Authorized representatives of the Township shall have access to any of the records required to be kept by the contractor.

**XI. POLICIES AND PROCEDURES.**

- C. The Township of Green may from time to time adopt written policies and procedures as may be reasonable and necessary to obtain compliance with the terms of this bid and the laws of the State of New Jersey.
- D. All regulations, policies and procedures as well as the tower's rate cards shall be made available for inspection by the public at the Township Clerk's office during normal business hours.