

BOROUGH OF AUDUBON

606 West Nicholson Road
Audubon, New Jersey 08106
856-547-2525
856-547-4749 Fax

MUNICIPAL TOWING BID SPECIFICATIONS

BIDS DUE BY: September 03, 2010 10:00 a.m.

All bids to be placed in sealed envelope marked "Towing Bid
Submittal" and mailed or hand delivered to the
Audubon Municipal Complex
606 West Nicholson Road
Audubon, New Jersey 08106
Attn: David Taraschi, Borough Administrator



**BOROUGH OF AUDUBON
INFORMATION FORM - TOWING CONTRACT BIDDER**

1. NAME OF BUSINESS
2. BUSINESS ADDRESS
3. TELEPHONE NUMBER
4. NAME OF OWNER OR CORPORATE OFFICERS
5. HOME ADDRESS(ES)
6. NAMES AND ADDRESSES OF EMPLOYEES ANTICIPATED TO PERFORM THE SERVICES UNDER THIS CONTRACT, INCLUDE NEW JERSEY DRIVERS LICENSE NUMBERS.
7. EMPLOYEE ADDRESS D/L#
7. NAME AND ADDRESS OF ALL SUBCONTRACTORS ANTICIPATED TO PERFORM ANY OF THE SERVICES UNDER THIS CONTRACT AND THE DESCRIPTION OF SUCH SERVICES.
SUBCONTRACTOR ADDRESS DESCRIPTION
8. LOCATION OF STORAGE FACILITY
9. LIST ANY CONVICTIONS FOR CRIMES, INCLUDING NATURE OF THE OFFENSES, PLACES OF CONVICTIONS OF THE OWNER(S), CORPORATE OFFICERS AND EMPLOYEES.



BOROUGH OF AUBURN

BIDDER'S STATEMENT OF QUALIFICATIONS
(TO BE SUBMITTED WITH BID)

1. EQUIPMENT LIST (INCLUDE PROOF OF OWNERSHIP OF VEHICLES)

1.

2.

3.

4.

5.

6.

2. STORAGE AREA

FURNISH LOCATION, LOT SIZE, TYPE AND SIZE OF FENCING, OWNER OF PROPERTY AND GENERAL DESCRIPTION.

3. INSURANCE INFORMATION

ATTACH PROOF OF INSURANCE, NAME OF COMPANY, LIMITS, ETC. AS REQUIRED BY SPECIFICATIONS.



BID AND CONTRACT FOR TOWING SERVICES

I. GENERAL INSTRUCTIONS TO BIDDER

The Borough of Audubon is a Governmental Entity of the State of New Jersey and is exempt from State sales tax or Federal excise tax.

The purpose of the Contract is to award bids to towing services. It is also the purpose of this Contract to clarify the requirements as set forth by the Borough of Audubon.

A copy of the Bid Advertisement is attached and is a part of the Specifications.

II. CONTRACT TERMS AND CONDITIONS

1. Bid Form

Each proposal is to be submitted on the Bid Proposal Form furnished with the Bid Specification.

2. Receipt of Bids

The Borough of Audubon will not assume responsibility for bids forwarded by mail. It is the individuals responsibility to see that bids are presented to the Borough of Audubon at the time, date and place designated.

3. Signature on Bid

To be considered, a bid must be signed in ink by the Bidder. In the submission of a proposal by a corporation, the proposal must be made in the name of the corporation and signed by an executive officer and attested by a secretary of the corporation with the seal of the corporation affixed thereto. If the corporation is the successful Bidder, the Contract must be in the name of the corporation, signed by an executive officer and attested by a secretary of the corporation affixed thereto.

4. Bid Evaluation

The Borough of Audubon RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS. In addition, the Borough may reject as incomplete all bids which contain erasures not properly initialed, or incomplete Bid Documents. In the event that it is impossible to conform to certain details of the Specifications, any and all deviations from the Technical Specifications must be described completely. Major deviations from the Technical Specifications will subject Bidder to disqualification for a non-conforming bid. Deviations suggested by Bidder for convenience will also subject Bidder to disqualification for a non-conforming bid.

A contractor's bid submittal will be considered as non-complying if a contractor fails to submit requirements listed in either A or B above, within the time specified. Failure to fully comply with these requirements may cause the Borough of Audubon, at its option, to determine the contract to be null and void and the Bid Guarantee shall become the property of the Borough of Audubon.

Affirmative Action Office
Department of the Treasury
State House
P. O. Box 209
Trenton, NJ 08625

B. If the documents in A above are not available, the contractor must submit, within seven days after receipt of notification that the Borough is awarding the contract to the Contractor, a completed Employee Information Report (Form AA302, example enclosed) to the Borough of Audubon and to the State of New Jersey, Affirmative Action Office. The Borough Clerk will provide this form to the Contractor along with a copy of the executed Contract. When the Employee Information Report is completed by the Contractor, the copy marked "Public Agency" will be submitted to the Borough, the copy marked "Contractor" will be retained by the contractor, and the remaining copies will be forwarded immediately to :

- 2. A certificate of Employee Information Report Approval which consists of a photocopy of the State-issued Certification.

OR

- 1. An existing federally approved or sanctioned affirmative action program, which consists of a photocopy of a valid letter from the Officer of Federal Contract Compliance Programs:

A. If available, the contractor shall submit with his bid:

The provisions of Chapter 127, Public Laws of 1975 are applicable to this Contract. All Bidders must comply with this Statute; failure to do so will be cause for rejection of the Bid. All bidders must comply with the requirements set forth in Exhibit A attached.

- 6. Affirmative Action Requirements
- 5. Forms Required to be Completed and Signed
- A Public Disclosure Form, Non-Collusion Affidavit and Bidder's Experience Form (attached) must be completed and signed by the bidder in order for the Bid to be considered to be complete.

Accompanying each bid shall be a certified check, with accompanying consent of surety, cashier's check or Bid Bond in the amount of ten percent (10%), not to exceed \$20,000.00 of the total contract price bid payable to the Borough of Audubon, as a guarantee that the Agreement will be executed.

7. Bid Guarantee

Bid deposits will be returned to all except the three (3) lowest Bidders within ten (10) days (Sunday and legal holidays excluded) after the Borough of Audubon and the successful Bidder have executed the Contract Agreement, the bid security of the remaining successful Bidders shall be returned to them. None of the three (3) lowest bids shall be deemed rejected, notwithstanding acceptance of one of the bids, until the Contract Agreement has been executed by both the Borough of Audubon and the successful Bidder.

8. Execution of Contract

The successful Bidder will be required to execute the Contract Agreement within ten (10) days (Sunday and legal holidays excluded) after receipt of notification that the Contract Agreement is ready for signature.

9. Failure to Sign Contract

If the successful Bidder shall fail to execute the Contract as aforesaid, then the Borough of Audubon, at its option, may determine the bid and acceptance to be null and void and the Bid Guarantee shall become the property of the Borough.

10. Tie Bids

When two or more Bidders are tied on a bid, the Borough of Audubon reserves the right to make the award to one of the tied Bidders at its sole discretion.

11. Quality for Acceptance

All services delivered under this Contract shall be to the satisfaction of the Borough of Audubon, who reserves the right to confirm the amount, quality, acceptability and fitness of the services which are to be paid for hereunder and shall decide any questions which may arise as to the fulfillment of this Contract. The determination of the Borough of Audubon in these matters shall be final and conclusive.

B. Any bidder for this contract must have at least five (5) years experience as the sole operator, or as an employee in the towing of vehicles, and vehicle storage, in order to be considered in the award of the contract. A bidder must be approved by the Board of Commissioners and the Chief of Police before a contract will be awarded.

A. Any person, company or corporation bidding for this contract must be reputable and of high moral character. The bidder must complete and submit with the bid an application a set forth. Any misstatement of fact on this application will result in the disqualification of the bidder. A background check will be made of the bidder, his employees or officers and a conviction for crime will disqualify a bidder unless waived by the Board of Commissioners upon application and good cause.

15. Bidder's Qualifications

Attorneys-in-fact who sign Bid Bonds or Contract Bonds must file, with each bond, a certified copy of their power of attorney to sign such bonds. Also a consent of surety is required.

14. Power of Attorney

The Bidder shall not assign, transfer, convey or otherwise dispose of the Contract, or his rights, title or interest in or to the same or any part thereof, without consent in writing by the Borough. If the Bidder, without previous written consents, assigns, transfers, conveys or otherwise disposes of the Contract, in whole or in part, or any of his right, title or interest therein, the Borough, at its sole option, may cancel and terminate the Contract.

13. Assignments

In the event that the Contractor fails to furnish and deliver the services set forth under this Contract the Borough of Audubon reserves the right to procure these services for their needs, in the open market and charge the excess cost above the contract bid price, if any, to the Contractor.
Upon default on the part of the Contractor in the performance of any of the terms and conditions of this Contract, the Borough of Audubon shall have the right to terminate the Contract in addition to any other remedy to which the Borough of Audubon may be legally entitled, including any and all damages incurred by the Borough of Audubon by reason of such failure or default.

12. Default

A. Contractor shall have sufficient number of employees available to comply with the minimum operational requirements. The Bidder must indicate in his bid the number of employees who will be on the day shift and the number assigned to the night shift, seven (7) days a week.

B. No person shall be employed by the contractor unless a records check on such employee has been completed and such employee has been approved by the Chief of Police.

C. All drivers of the contractor shall be over the age of eighteen (18) and must have a valid, current New Jersey driver's license valid for the type of vehicles being driven. The license shall have no restrictions or conditional endorsements except condition requiring glasses and the driver shall be in good health and of high moral character.

D. The contractor shall, at the time of bid proposal, submit to the Borough the names and addresses of all proposed drivers and employees who will be rendering service under this contract on behalf of the contractor. This information will be kept current with the Chief of Police by the contractor.

E. The service, equipment and personnel are subject to periodic inspections and approval by the Borough. The Borough reserves the right to have a qualified person or agency make such inspections.

F. Complaints of any kind, relative to service, overcharging, theft of parts, damage to towed or stored vehicles, discourtseous treatment and the like shall be referred to the Chief of Police for investigation and recommendations to the Borough Administrator, if necessary. Such complaints may be cause for termination of the contract by the Board of Commissioners.

G. Falsifying application: any misstatement of fact as to the qualifications of the bidder, his employees or any conditions under this contract will result in termination of the bidder's services with the Borough and subject the bidder to appropriate civil and criminal penalties.

16.1 Subcontractors

The Contractor may partially satisfy the requirements of sections 16, 17, 20D and 22 of these specifications through the use of subcontractors who meet the required specifications who are satisfactory to the Borough of Audubon. All subcontractors who may be used by the Contractor must be listed in the Contractor's bid. A copy of the subcontract must be included with the Bid. Any costs charged by the subcontractor in excess of the charges permitted under this Contract will be the responsibility of the Contractor. The Contractor must also specify what aspects of this contract may or will be provided by each subcontractor. No subcontract by the Contractor in any way reduce, diminish, waive or otherwise alter the obligations of the Contractor under this Contract, including, but not limited to, the obligations under Section 24 of this Contract.

17. Equipment

A. The contractor must either own or have the legal right to use wreckers or flatbeds of such construction that they will be able to tow any vehicle. All wreckers and flatbeds used will be found to be satisfactory by the Borough of Audubon.

B. In cases of emergency, the Borough reserves the right to request any available contractor.

C. The contractor shall provide each vehicle with any and all materials to remove or otherwise clean up any vehicle and/or drive train fluids, in amounts that can normally be associated with a passenger car, which leak or are deposited upon a highway as a result of a collision. The contractor shall be responsible for the proper disposal of any materials used in the clean up of vehicle fluids. Contractor shall provide each vehicle with a shovel, broom and other equipment necessary to clean up broken glass and debris from the scene of an accident to which he is called. The debris will be cleaned before leaving the scene.

D. All Wreckers and Flatbeds shall be maintained in good condition, to include compliance with all regulations of NJS Title 39 and be available twenty-four (24) hours a day and shall be suitably identified on each side with the name and address of the contractor.

E. The contractor must have a minimum of one (1) wrecker and at least Two (2) Flatbeds.

F. At the time of submission of the bid, the bidder shall submit proof satisfactory to the Borough of the number of wreckers and flatbeds necessary to meet the Borough's specifications.

G. The contractor shall be responsible for supplying and maintaining their own communication equipment (i.e. pagers and cell phones) in order to communicate with the Camden County Communication dispatchers. The contractor shall not have radio communication with the police via the police radio.

18. Storage of Towed Vehicles

A. Vehicles that are towed by order of the Police Department must be towed to an area owned or rented by the contractor and must be located within a reasonable distance of the Borough. The contractor shall be responsible for each vehicle in his area until final disposition and removal, as ordered by the Borough. All vehicles regardless of condition must be stored to permit inspection and subsequent removal.

B. The bidder must show proof that he owns or can lease a minimum storage area of at least 10,000 square feet.

C. If the bidder is the owner in fee of the required storage area he is to submit with his bid a certified copy of the deed for the land, together with a survey of the land.

D. If the bidder has a lease for the required storage area he is to submit with his bid a copy of the lease, containing a legal description together with a copy of the survey of the land. The lease must extend to at least six (6) months after the termination of the contract.

E. If the bidder has an option to lease the required storage area, he is to submit with his bid a copy of the option agreement, containing legal description, together with a copy of the survey of the land. The lease must be executed before the contract is executed by the Borough and must extend to at least six (6) months after the termination of the contract.

F. The deed, lease, or option to lease and survey must be approved as to form and legality by the Borough Solicitor and the survey approved by the Borough Engineer.

G. Land used for storage of vehicles must be zoned for such use and meet all applicable municipal codes. In addition, it must be in an area reasonably accessible to the public, so that stored vehicles may be claimed.

H. No towed vehicles may be parked upon the public street, but must be stored by the contractor within the storage area as herein described.

I. The entire land area must be enclosed by a fence of sturdy construction at least six (6) feet in height.

19. Removing Abandoned Vehicles

A. An abandoned vehicle is considered to be a vehicle of any size, in any condition, abandoned anywhere within the Borough limits, upon any Borough street or public right of way, public easement, public alley, avenue, thoroughfare or public or quasi public places, including public parks and playgrounds.

B. An abandoned vehicle is defined by NJS Title 39 or municipal ordinance. Removal is to be performed under the direction and supervision of the Police Department on a twenty-four (24) hour a day basis and all calls shall be answered within ten (10) minutes from time of notification under normal conditions, seven (7) days a week, anywhere within the Borough limits unless the police department determines it is not a threat to vehicle traffic or persons and could be removed during business hours.

C. As to those vehicles which are designated as abandoned by the Audubon Police Department they will have to be towed without charge to the Borough to a storage lot owned by the contractor and stored thereon for no longer than ninety days without charge or liens accruing against the Borough. Abandoned vehicles remaining after 30 days can be removed from the secure area provided a junk title has been applied for. The Police Department shall apply for the junk title in accordance with NJS Title 39.

D. "Motor Vehicle Scrap" or "Junk Motor Vehicle" titles: It is the responsibility of the Police Department to secure any motor vehicle scrap or junk titles. All dispositions of vehicles not claimed by their owner will be in accordance with current regulations enacted by the Division of Motor Vehicles under Title 39 of the revised Statutes or otherwise according to law.

E. Abandoned Motor Vehicles from Private Property: The owner of the private property will be responsible for the removal of any unattended or disabled vehicles in accordance with the provisions of NJS A 39:4-56.6 and shall employ a towing contractor of his choice. The Police Department reserves the right to impound any such vehicles found to be stolen or used in the commission of a crime or otherwise secured for investigative purposes.

20. Removing and Storing other Vehicles

A. Vehicles involved in accidents, disablement, stolen vehicles, involved in suspected crimes and the like, must be towed and stored under the direction and supervision of the Police Department twenty-four hours a day, seven days a week. Vehicles must be available for release between the hours of 9:00 A.M. and 5:00 P.M., Monday through Friday and 9:00 A.M. to 12:00 P.M. Saturdays except legal holidays. Contractor must arrive at the scene of the accident within ten (10) minutes, under normal conditions, after police notification. The Borough will expect the contractor to arrive at the scene of the accident within the time specified to effect the immediate removal and towing of the vehicles. Repeated late arrivals at the scene of accidents may result in the cancellation of the contract.

Towing and storage charges must be in accordance with these specifications and with applicable State regulations under the Department of Insurance.

The Borough will not be responsible for the collection of payment of any charges for towing and storage.

B. The contractor must store such vehicles in the manner provided in section 18. These vehicles will be stored until claimed by the owner or until auction by the Borough in compliance with State Law.

C. Vehicles removed pursuant to this section must be towed to the contractor's land, or to Borough land, at the discretion of the police.

D. The Police Department will only call the contractor for service. In emergencies, the contractor may call in subcontractors to assist the contractor in handling an emergency situation, as necessary.

E. In the event that the contractor has been summoned by the Borough for the purposes of towing a vehicle, the owner of the vehicle as well as a tower for the owner arrives on scene prior to removal of the vehicle by the contractor, then in that event the owner is entitled to remove his own vehicle.

F. The successful bidder shall at no cost to the Borough be responsible for the changing of police tire when disabled and the towing of disabled Borough automobiles and vehicles weighing 14,000 pounds or less.

G. The tow contractor shall be responsible for the marking and maintaining of the police department's case number on an inside window of the towed vehicle.

H. The tow contractor will not charge a fee for any vehicle that needs to be moved to another location for Police Department emergency purposes.

21. Charges for Service

A. All charges for service performed under this contract shall be in conformity with these specifications.

B. The rates applicable to services performed under this contract shall be posted in a conspicuous place, visible to the public, at the contractor's land area.

C. The contractor shall prepare a bill for charges pertaining to each vehicle, and shall present it to the claimant of the vehicle. This bill shall be itemized as to actual services rendered.

D. The Borough will not be responsible for charges due and owing from a claimant of a vehicle, nor will it assist the contractor in collecting such charges.

E. Should the Borough conduct an auction of unclaimed vehicles pursuant to NJS 39:10A-1, the contractor's bill for towing and storage shall be an expense of possession and sale and shall be paid from the proceeds of such auction.

F. The title fee that the Borough must pay the State of New Jersey for title certificates shall be paid by the purchaser at the auction.

G. The Borough of Audubon will charge a \$35.00 per tow administrative fee to be collected by the contractor. The contractor will forward these fees on a quarterly basis to the Borough of Audubon.

22. Stand-by Service

A. In addition to the service herein outlined, the contractor will be required to furnish extra towing equipment and services during storm periods, periods of snow emergencies, traffic emergencies, disasters, any acts of God, and for any other reason when so designated by the Chief of Police or his duly authorized representative. During such periods, which are herein referred to as standby periods, the contractor shall be required to furnish adequate equipment and service to be held ready to remove the following types of vehicles:

- (a) Passenger vehicles, sport utility vehicles and passenger vans; and
- (b) Trucks and vans rated 14,000 pounds or less

Standby service will begin when the Chief of Police or his authorized designee calls the contractor initially and will end when the Chief of Police or his authorized designee terminates the standby status by calling the contractor. The Borough reserves the right, during any emergency, to designate temporary areas owned or leased by the Borough for the storage of disabled vehicles to such area at

the direction of the Chief of Police or his designee. During such emergencies the contractor shall be entitled to make regular charges to the owners of the vehicles so removed and, where storage space is made available by the contractor, the contractor shall be entitled to charge the owner of the vehicle the lawful daily storage charges in addition thereto.

23. Indemnity and Insurance

A. The contractor will indemnify and hold harmless the Borough of Audubon from any and all claims for personal injury or property damage against the Borough of Audubon arising out of the operation of any towing services or repair services under this agreement. The contractor will further defend the Borough of Audubon at the contractor's expense in connection with any and all claims, demand, suit or action of any nature brought against the Borough and arising out of the operation of any towing, storage, or repair services under this agreement. In addition, the contractor will provide the following insurance naming the Borough of Audubon as an additional insured:

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

(II) Automobile Liability Insurance: Limit of liability shall not be less than \$500,000 combined single limits (Bodily injury and Property Damage) per occurrence.

(III) Comprehensive General Liability Insurance covering the storage area.

NOTE: Liability insurance policies shall be specifically endorsed to provide collision insurance for vehicles in tow.

(IV) Worker's Compensation Insurance: Statutory coverage including liability coverage with a limit of at least \$100,000.

(V) Excess umbrella in the amount of \$1,000,000 giving protection in excess of the \$500,000 auto liability coverage.

24. Records and Inspection

A. The tow contractor shall be responsible for maintaining a log of all vehicles towed at the request of the police department and released by him under this contract. The log will contain the date and time of the tow and a description of the vehicle which is to include the plate number and a full vehicle identification number. Records shall be kept for a seven-year period.

B. In cases where the Borough has been at fault in wrongfully directing that a vehicle be towed, the contractor may petition the Borough for reimbursement of cost incurred in the towing and storage of such vehicle.

A. Any dispute over the interpretation of the contract, including the reasonableness of any fees assessed, shall be settled amicably, if possible, through negotiations between the contractor the Police Department and the Borough Administrator.

27. Disputes and Adjustments

The owner of any vehicle towed shall have the right to remove property belonging to him from the stored vehicle unless a "police hold" is marked on the tow form. Vehicle owners or representatives shall have the right to take photos of stored vehicles for insurance purposes.

26. Removal of Property

The term of the contract shall be from the date of award and extend for three years.

25. Terms of Contract

F. The tow operator will be responsible for notifying the police department on the fourteenth calendar day of a vehicle in storage. The Police Department will notify the owner of the vehicle of the storage procedures and attempt to have the owner make arrangements for the vehicle's removal.

E. Authorized representatives of the Police Department or the Borough Administrator or their designee shall have access to any of the record required to be kept by the contractor.

D. Only the Chief of Police or his designee shall have access to any part of the storage area any time of the day or night, for inspection purposes, including both indoor and outdoor areas.

C. Contractor shall maintain a record provided by the Police of all property found anywhere in a towed vehicle, including trunk and glove compartment, if open or key available, and contractor shall be responsible to safeguard and release contents to the owner.

B. Contractor shall not release vehicles towed under this contract claimant first obtaining a release from the Police Department.

28. Default by Contractor

Any violation of the terms of this contract shall be subject hereunder to a hearing to be conducted before the Board of Commissioners who shall either set a limited time within which the condition complained of shall be corrected or the contract shall be canceled upon approval of a majority decision of the Board of Commissioners. This contract is contingent upon the bidder's compliance with the provisions of R.S. 34:10-1 which law provides that laborers, workers and mechanics while engaged on work under this contract shall work not more than eight hours in any day, except as otherwise provided in such statute and that the prevailing rate of daily wages in the locality where the work is performed shall be paid to the mechanics, workmen, and laborers engaged in the work under this contract. No part of this contract shall be assigned, leased or sublet, or otherwise disposed of by the contractor except as specifically provided herein. In the event bankruptcy proceedings are instituted against the contractor, voluntary or involuntary, or an assignment for the benefit of creditors is made by such contractor or a receiver is appointed by the contractor and such receivership is not dismissed within fifteen days after the appointment of the receiver, or the contractor after two notices from the Borough, refuses or fails to live up to terms of this agreement, or is performing the work unsatisfactorily, or otherwise is guilty of a substantial violation of the terms of this agreement, the Board of Commissioners, by a majority vote, may suspend or terminate the right of the contractor to perform under this Contract.

	Borough owed vehicles and trucks.
	\$
	Additional charge for nights, weekends, holidays
	\$
	Each additional mile
	\$
	First mile or less
	\$
	C. Trucks over 14,000 pounds, buses, tractor trailers And heavy equipment rated over five tons
	Additional charge for nights, weekends, holidays
	\$
	Each additional mile
	\$
	First mile or less
	\$
	B. Trucks and vans rated 14,000 pounds or less
	Additional charge for nights, weekends, holidays
	\$
	Each additional mile
	\$
	First mile or less
	\$
	A. Automobile, sport utility vehicle and passenger vans.

1. TOWING SERVICE RATES

<u>SERVICE</u>	<u>MAXIMUM RATE</u>
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TOWING SERVICE RATES are the maximum and include flat bedding, waiting time, up righting, clean-up cost and additional labor. Mileage charges are to be calculated on the tow vehicles base of service to job site and return, regardless of where the tow vehicle initially started the trip from, by way of the shortest route available.

No additional fees or service charges may be charged other than those disclosed in this contract.

III. Contract Rates and Prices

Owner or Authorized Officer Signature

Company Name

Address:

Name:

Address:

Name:

Address:

Name:

Address:

Name:

STOCKHOLDERS:

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, County, Municipal, or School District contract for the performance of any work or the furnishing of any material or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

PUBLIC DISCLOSURE INFORMATION

NON-COLLUSION AFFIDAVIT
TOWING SERVICES

STATE OF NEW JERSEY

SS:

COUNTY OF _____

I, _____ of the City of _____ in

_____ 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 _____

above named project, and that I executed the said Proposal with full authority to do so; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in this proposal and in this affidavit are true and correct, and made with full knowledge that the Borough of Audubon relies upon the truth of the statements contained in this Proposal and in the statements contained in this affidavit in awarding the contract for this project. I further warrant that no person or selling agent 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)

(also type or print name of Affiant under signature)

Subscribed and sworn to before me this _____ day of _____, 2010
Notary Public of _____
My commission expires _____, 2010

 BY

 (Surety)

 (Principal)

SEAL

IN WITNESS WHEREOF, the Principal and the Surety have hereunder set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

The surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the OWNER may accept such bid; and said Surety does hereby waive notice of any such extension.

contract in the Form of Contract (properly completed in accordance with said bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void, otherwise the same shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

A. If said bid shall be rejected, or in the alternate.
 B. If said bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract (properly completed in accordance with said bid) and

NOW THEREFORE,

Signed this _____ day of _____, 20____. The condition of the above obligations is such that whereas the Principal has submitted to _____ A certain bid, attached hereto and hereby made a part of hereof to enter into a contract in writing for the _____

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____ AS principal, and _____ As Surety, are hereby held and firmly bound unto _____ As OWNER in the penal sum of _____ for the payment of _____ Which, well and truly to be made, we hereby jointly and severally bind ourselves, our Heirs, executors, administrators, successors and assigns.

BID BOND

SURETY'S CONSENT

KNOW ALL MEN BY THESE PRESENTS, that

A corporation of the State of _____ having its principal office at _____ being (a) surety company (es) qualified to do business in the State of New Jersey, in consideration of the premises, and of one dollar to it (them) in hand paid by the _____ and of other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) consent and agree that if the Contract for which the preceding Bid or Proposal is made be awarded to the person or persons making the same, it (they) will, upon the award of such Contract, become security, first, for the faithful performance of said work and secondly, for the protection of all persons performing or furnishing labor or materials for the performance of said contract in the form required by Chapter 2:60-207-211 R.S. 1937 and the amendments thereof and supplement thereto, the performance and payment bond shall be in an amount equal to 100 percent of the Contract price and to be conditioned so as to indemnify the OWNER against loss due to the failure of the CONTRACTOR to meet the stipulations of respective bonds; and if said person or persons shall omit or refuse to execute such Contract and give the proper security within one week after written notice that the same is ready for execution if so awarded, and if the sum, which the OWNER may be obligated to pay to the person or persons by whom the contract shall be finally executed, exceed the sum to which the person or persons making this bid or proposal would be entitled, then the said Surety Company or companies will pay, without proof of notice or demand, to the OWNER the amount of any such excess; the sum in each case to be calculated upon the estimated quality of work, labor, and materials by which the bids are tested.

IN WITNESS WHEREOF, the said _____ and the said _____ has (have) caused its (their) corporate seal(s) to be hereto affixed and these presents to be signed by its (their) this _____ day of _____, 20____.

(An Individual)

The undersigned is (a Partnership) having the laws of the State of (a Corporation) _____ having principal offices at, _____

Signed: _____

Address: _____

(Date) _____, 20____.

NOTICE is hereby given the Borough of Audubon is seeking bids for the municipal towing contract. Bid Specifications may be obtained from the Borough Hall located at 606 W. Nicholson Rd., Audubon, NJ during normal business hours. The bids are to be returned to the Borough Clerk on or before 10:00 am, September 03, 2010. John D. Keenan, Jr., R.M.C.

BID ADVERTISEMENT

INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

IMPORTANT: READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 NON-REFUNDABLE FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM UNLESS YOU ARE RENEWING A CERTIFICATE THAT IS DUE FOR EXPIRATION. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.

- ITEM 1** - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.
- ITEM 2** - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".
- ITEM 3** - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.
- ITEM 4** - Enter the name by which the company is identified. If there is more than one company name, enter the predominate one.
- ITEM 5** - Enter the physical location of the company. Include City, County, State and Zip Code.
- ITEM 6** - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.
- ITEM 7** - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.
- ITEM 8** - If "Multi-establishment" was entered in item 8, enter the number of establishments within the State of New Jersey.
- ITEM 9** - Enter the total number of employees at the establishment being awarded the contract.
- ITEM 10** - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code. This is not applicable if you are renewing a current Certificate.
- ITEM 11** - Enter the appropriate figures on all lines and in all columns. THIS SHALL INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. **DO NOT attach an EEO-1 Report.**
- Racial/Ethnic Groups will be defined:**
- Black:** Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.
- Hispanic:** Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.
- American Indian or Alaskan Native:** Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.
- Asian or Pacific Islander:** Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Philippine Islands and Samoa.
- Non-Minority:** Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.
- ITEM 12** - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.
- ITEM 13** - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.
- ITEM 14** - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".
- ITEM 15** - If the answer to Item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.
- ITEM 16** - Print or type the name of the person completing the form. Include the signature, title and date.
- ITEM 17** - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

TYPE OR PRINT IN SHARP BALL POINT PEN
 THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN A COPY FOR THE VENDOR'S OWN FILES. THE VENDOR SHOULD ALSO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDDING THE CONTRACT IF THIS IS YOUR FIRST REPORT; AND FORWARD ONE COPY WITH A CHECK IN THE AMOUNT OF \$150.00 PAYABLE TO THE TREASURER, STATE OF NEW JERSEY(FEE IS NON-REFUNDABLE) TO:

**NJ Department of the Treasury
 Division of Public Contracts
 Equal Employment Opportunity Compliance**

P.O. Box 206

Trenton, New Jersey 08625-0206 Telephone No. (609) 292-5473

State of New Jersey
Division of Public Contracts Equal Employment Opportunity Compliance

EMPLOYEE INFORMATION REPORT

IMPORTANT- READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN SHARP BALLPOINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND **SUBMIT THE REQUIRED \$150.00 FEE** MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11.

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY: 1. MFG 2. SERVICE 3. WHOLESALE 4. RETAIL 5. OTHER

2. TYPE OF BUSINESS

3. TOTAL NO. OF EMPLOYEES IN THE ENTIRE COMPANY.

4. COMPANY NAME

5. STREET CITY COUNTY STATE ZIP CODE

6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) CITY STATE ZIP CODE

7. CHECK ONE: IS THE COMPANY: SINGLE-ESTABLISHMENT EMPLOYER MULTI-ESTABLISHMENT EMPLOYER

8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ

9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT

10. PUBLIC AGENCY AWARDED CONTRACT CITY COUNTY STATE ZIP CODE

Official Use Only

DATE RECEIVED

INAUG DATE

ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. DO NOT SUBMIT AN EEO-1 REPORT.

JOB Categories	Total (Cols. 2 & 3)			Black	Hispanic	Amer. Indian	Asian	Non Min	Black	Hispanic	Hispanic	Indian	Asian	Non Min
	COL. 2	COL. 3	MALE											
Officials/Managers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Professionals	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Technicians	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sales Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Office & Clerical	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Craftworkers (Skilled)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operatives (Semi-Skilled)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers (Unskilled)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total employment from previous Report (if any)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Temporary & Part Time Employees	0	0	0	0	0	0	0	0	0	0	0	0	0	0

The data below shall NOT be included in the figures for the appropriate categories above.

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? YES NO

13. DATES OF PAYROLL PERIOD USED FROM: TO:

14. IS THIS THE FIRST Employee Information Report Submitted? YES NO

15. IF NO, DATE LAST REPORT SUBMITTED

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) SIGNATURE TITLE DATE

17. ADDRESS NO. & STREET CITY COUNTY STATE ZIP CODE PHONE, AREA CODE, NO.

I certify that the information on this form is true and correct.

**BOROUGH OF AUDUBON
CRITERIA FOR SUBMISSION OF QUALIFICATIONS (RFQ)
FOR PROFESSIONAL AND OTHER CONTRACTS
UNDER THE "FAIR AND OPEN" PROCESS**

**NOTICE IS HEREBY GIVEN for applicants in the positions of:
BOROUGH ENGINEER, BOROUGH BOND COUNSEL, BOROUGH AUDITOR
AND BOROUGH SOLICITOR, as included in a notice of publication authorized by
the Board of Commissioners of the Borough of Audubon by Resolution #46-2010,
and in accordance with N.J.S.A 19:44-01 et. seq., for submission of qualifications for
consideration by the Commissioners as the basis of an award for professional
services most advantageous to the Borough.**

- I. Scope of Services:** The applicants will provide the Borough with a description of services rendered acting as Borough Engineer, Bond Counsel, Auditor or Solicitor for the term of May 2010 to May 2011.
- II. Criteria:** Resume and letter application from applicant including all documentation that provides the following for evaluation by the Borough:
Names and titles of the individual and/or business entity that will provide the goods and/or services; a description of the individuals' or business entity's experience; a list of references; a description of the individuals' or business entity's ability to provide the service; a description of rates and expenses for services rendered. And any other factors that may be submitted by the individual or business entity to show to the Borough Commissioners that award of the contract is in the best interest of the Borough.
- III. Selection of Professionals:** Shall be based solely on the Board of Commissioners' evaluations of the above listed criteria. The Borough reserves the right to negotiate the terms and conditions of a contract with the successful firm to obtain the most advantageous situation for the Borough.

- IV.** Submit all materials in a SEALED/MARKED envelope addressed to:
Borough of Audubon
David Taraschi, Administrator
606 W. Nicholson Road
Audubon, New Jersey 08106

**SUBMISSIONS ARE TO BE RECEIVED ON OR BEFORE 4:00 PM
ON APRIL 27, 2010.
FAXES OR E-MAILED PROPOSALS WILL NOT BE ACCEPTED**

Marita Weide, Deputy Borough Clerk

