

Services for Towing/Storage of Vehicles by a Vendor

ON BEHALF OF The Parking Authority of the City of Camden

New Jersey AND CAMDEN COUNTY NEW JERSEY

**Issued by:**

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**Available: May 3, 2023 at 10:00 A.M.**

**Due: June 9, 2023 at 10:00 A.M.**

**Opening: June 9, 2023 at 10:30 A.M.**

**NOTICE TO BIDDERS:**

The Parking Authority of the City of Camden and County of Camden (together as the “Parties”) seek measures designed to streamline government operations by consolidating services and programs related to the City of Camden’s ticketing and towing operations and storage of these towed vehicles related to abandoned and illegally parked vehicles and vehicles towed due to accidents or motor vehicle violations in the City of Camden. The Parties now seek to implement efficiencies with the overall goal of maintaining the maximum level of services to the public related to the ticketing and “as-needed” or “on-call” towing of abandoned and illegally parked vehicles and vehicles towed due to accidents or motor vehicle violations and the storage of these towed vehicles, while at the same time not increasing the tax burden on the taxpayers of the City of Camden.

After careful consideration, the Parties have determined that a cooperative approach for addressing the ticketing and towing of abandoned and illegally parked vehicles and vehicles towed due to accidents or motor vehicle violations and the storage of these towed vehicles in the City of Camden would offer the Parties as wells as the residents of the City of Camden, a more effective and efficient means of addressing public safety related to abandoned and illegally parked vehicles on City streets and highways and vehicles towed due to accidents or motor vehicle violations. The Parties seek a third-party vendor to provide tow services in accordance with the terms and conditions specified in these documents.

The Parking Authority and Camden County have entered into a Shared Services Agreement (SSA) whereby the Parking Authority will oversee any towing and storage vendor selected. Therefore, pursuant to this bid, the selected vendor will be responsible for towing of abandoned and illegally parked vehicles requested by either the Parking Authority or the Camden County Police Department, Metro Division, as well as vehicles towed due to accidents or motor vehicle violations in the City of Camden as requested by the Camden County Police Department, Metro Division and the storage of these towed vehicles.

The selected vendor shall also be responsible for the towing of tractor-trailers and trailers pursuant to MC-5439, adopted on March 14, 2023, establishing Chapter 508 of the Camden Code. The below price sheet includes alternate pricing a vendor is required to complete with regard to the reasonable towing costs and storage fees related to the towing and storage of either a tractor-trailer or a trailer.

PROPOSAL FORM FOR

TOWING SERVICES FOR THE

PARKING AUTHORITY OF THE CITY OF CAMDEN AND CAMDEN COUNTY

TO THE BOARD OF COMMISSIONERS OF THE PARKING AUTHORITY OF THE CITY OF CAMDEN, NEW JERSEY:

The Undersigned

(Name of Bidder & Telephone No.)

hereby proposes to furnish all labor, services and equipment necessary to perform the Towing Services for the PARKING AUTHORITY OF THE CITY OF CAMDEN (“PACC” or the “Authority”) and Camden County as hereinafter specified for a Base Bid period of one (1) year starting July 1, 2023, for the unit prices of:

1. **BASE BID:**

Optional Base Bid Estimated Estimated Base Bid Second Year Unit Cost Quantity Total Cost Unit Cost

1.1 Basic Tow $ 2,400 $ $

per tow vehicles per tow

1.2 Storage Fee $ 12,000 $ $

per day days per day

1.3 **TOTAL ESTIMATED BASE BID** (1.1 + 1.2) $

Award of contract will be made to the single responsible bidder whose Total Estimated Base Bid (line 1.3) is the lowest. The Authority reserves the right to award a second year for the unit costs submitted if deemed in the Authority’s best interest.

1. **ADDITIONAL SERVICE FEES:**

In the case of a motor vehicle being involved in an accident, the following additional services may be charged if actually performed and supported by, among other documents, a final Camden County Police Department, Metro Division (“CCPD”) (or other law enforcement agency) motor vehicle accident report or other CCPD report indicating a motor vehicle accident had taken place:

|  |  |  |
| --- | --- | --- |
| 2.1 | Waiting time in excess of 15 minutes, which shall becalculated based upon each 15 minutes spent at the site from which a motor vehicle will be towed, with fewer than 15 minutes rounded up to 15 | $ Per 15 minute increment |
| 2.2 | Brush cleaning, including collection of debris that can bepicked up by hand, which shall be a flat fee | $Per accident |
| 2.3 | Site clean-up, which shall be calculated based upon the number of 50 lb. bags of absorbent used | $Per accident |
| 2.4 | Winching, which shall be based upon each one-half hour spent performing winching | $Per ½ hour increment |
| 2.5 | The use of window wrap, which shall be a flat fee | $Per vehicle |
| 2.6 | Tarping, flat fee | $Per vehicle |
| 2.7 | Transmission disconnect, flat fee, which shall be charged only if a motor vehicle is locked and the Contractor is unable to obtain the keys for the motor vehicle | $Per vehicle |
| 2.8 | Use of a flatbed tow truck, a flat fee, which shall be charged if a motor vehicle can be transported only by a flatbed tow truck | $Per vehicle |
| 2.9 | Use of special equipment other than the first tow truck to recover a motor vehicle that cannot be recovered by winching, or pieces of a motor vehicle that cannot be moved by hand, which may be both a labor and an equipment charge billed in half-hour increments | $Per ½ hr. increment |
| 2.10 | Decoupling | $Per vehicle |
| 2.11 | More than three trips to the motor vehicle in storage, which may be invoiced as an administrative fee, flat fee | $Per vehicle |
| 2.12 | Releasing a motor vehicle from a towing company’s storage facility after normal business hours or on weekends, flat fee | $Per vehicle |
| 2.13 | Standby Service, See section 10. | $Per Vehicle Removal |
| 2.14 | Towing Services beyond the City of Camden, See 11.3 | $Per mile, round trip |

2.15 Alternate Charge –Towing pursuant to the towing of tractor-trailers and trailers pursuant to MC-5439, adopted on March 14, 2023, establishing Chapter 508 of the Camden Code [Tractor-trailer Ordinance]

 Towing Charge Daily Storage Fee

Towing of Tractor-trailer \_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Towing of Trailer \_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

All charges and fees shall comply with N.J.S.A. 56:13-7, et seq., and N.J.A.C. 13:45A-31.1 et seq.

The contractor must supply documentation to the Authority to support all charges for additional services. Fees for any additional charges not listed in this bid sheet are expressly not permitted under the contract.

Services shall be billed to the Authority on a per tow basis. Invoices shall include street address of pick- up location and distance calculated as stated above.

Any and all additional services provided during the basic tow services shall be incorporated into the Per Tow Unit Cost.

The above price includes all charges and expenses for the furnishing of all equipment, services, and equipment for the full and complete performance of the aforesaid work in the manner and under the conditions specified.

The Bidder states that they have carefully examined the specifications and that they have fully informed themselves regarding all services pertaining to the services to be provided, and that they will furnish all labor and equipment and assume all responsibilities even though not specifically mentioned but which are necessarily required or reasonably implied to obtain the completed conditions contemplated.

Bidder shall complete and execute the required **Affidavit of Zoning and Land Use Compliance** (See Appendix A). Bidders shall submit survey(s) of the storage properties with the bid.

Bidder shall complete and execute the required **Equipment Certification** (See Appendix B).

Bidder shall complete and execute the required **Bidder Qualification Statement** (See Appendix C).

Respectfully submitted,

NOTE: If the Bidder is a Corporation, the President or other officer shall sign and affix the Corporate Seal to be attested to by the Secretary.

BY: Legal Name of Corporation:

Address:

Signed Signature:

Typed Signature:

Attest: (Signature of Secretary) Date:

Seal:

NOTE: If the Bidder is an unincorporated firm or partnership it shall be signed by the firm or partnership name and also by all partners or members of the firm in their individual names.

BY: Legal Name of Firm or Partnership:

Address:

Signed Signatures:

Typed Names:

Date:

SPECIFICATIONS FOR

TOWING SERVICES FOR THE

PARKING AUTHORITY OF THE CITY OF CAMDEN AND CAMDEN COUNTY

1. SCOPE:
	1. These specifications provide for towing services for the PARKING AUTHORITY OF THE CITY OF CAMDEN (PACC or Authority) AND CAMDEN COUNTY. The Contractor is responsible for providing all personnel, equipment, and expenses relating to these services as specified herein.
	2. The contractor shall provide towing services for the removal and storage of abandoned, disabled and impounded vehicles and vehicles towed due to accidents or motor vehicle violations in the City of Camden for the PARKING AUTHORITY OF THE CITY OF CAMDEN AND CAMDEN COUNTY as described herein.
	3. The contractor shall also be responsible for the towing of tractor-trailers and trailers pursuant to MC-5439, adopted on March 14, 2023, establishing Chapter 508 of the Camden Code [Tractor-trailer Ordinance] for the PARKING AUTHORITY OF THE CITY OF CAMDEN AND CAMDEN COUNTY.

* 1. The Base Bid contract will begin on July 1, 2023, and will end on June 30, 2024.
	2. The Authority reserves the sole right to award a second-year option if deemed in the

Authority’s best interest.

1. GENERAL:
	1. The Contractor shall coordinate his duties and responsibilities with the PARKING AUTHORITY OF THE CITY OF CAMDEN as hereinafter specified.
	2. The Contractor shall not sell, transfer, or otherwise dispose of services under this contract to any third party. Subcontracting of any services under this contract is not permitted.
	3. Repeated non-conformance of the requirements of the contract may result in termination of the contract if deemed in the best interest of the Authority to do so. The Authority shall notify the Contractor of any area in which there is non-conformance. The Contractor shall immediately correct the situation. If the situation, or other situations continue to occur, the Authority may terminate the contract after fifteen (15) days notification to the Contractor.
	4. Billing to the Authority shall be on a per tow basis. The quantities listed in the Proposal; Form are estimates only and are used only for the review of bids, and are not to be construed as an indication of the actual number of tows/days that will be provided under this contract.
	5. Contractor shall be solely responsible for the custody and preservation of all vehicles, parts of vehicles and contents of vehicles towed and/or stored. Contractor's responsibility begins immediately upon connection of contractor's equipment with any part of any vehicle to be towed.
	6. Contractor shall countersign all Towed Vehicle Reports (if available) prepared in connection with incidents in which contractor provides services. The countersignature shall represent Contractor's approval of an agreement with the contents of the reports.
	7. In all dealings with the public in connection with the contract, the Contractor shall act in a professional manner and at all times to be courteous and respectful toward members of the public as well as representatives of the Authority. While members of the public, especially those whose cars 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 Authority. No employee of the Contractor shall represent to any member of the public that he is an employee of Authority.
	8. Reports of discourteous behavior by the Contractor, which can be substantiated and documented, may be considered by the Authority as sufficient cause for termination of the contract.
	9. The Contractor shall provide equipment and personnel for communicating with PACC and the CCPD Auto Unit or requirement for procedures for daily communication/coordination with PACC and/or the CCPD Auto Unit on status and vehicles within the secure facility awaiting processing or to be removed immediately after processing is complete. The PACC and CCPD shall provide to Contractor software for the tracking and organization of required documents and notices to evaluate the release or disposition of towed and abandoned vehicles.
2. BIDDER QUALIFICATIONS:
	1. Bidders shall complete, execute and submit the Bidder’s Qualification Statement (See

Appendix C).

* 1. The services shall be performed by a Contractor who is regularly engaged in providing similar towing services as herein specified.
	2. The Bidder shall be required to meet the following minimum qualifications. Failure to meet and maintain these requirements shall be cause for rejected of bid or cancellation of the contract.
		1. Bidder shall have been in towing business for a minimum of three (3) years for other municipal, state, authorities, or any other governmental agencies providing services similar to the requirements of this specification.
		2. Bidder shall have the staff and towing equipment required to fulfill the requirements of this specification.
		3. Bidder shall have the storage facilities per the requirements of this specification.
		4. Bidder shall not be included on the State of New Jersey, State Treasurer's List of Debarred, Suspended and Disqualified Bidders, or any other similar state list, as a result of action by any state agency (including that of other states).
		5. Bidder shall not have any current formal ethics complaint against it or any other action pending with any state agency (including that of other states), including, without limitation, being subject to an investigation; charged; found non- compliant; voluntarily excluded; or determined ineligible.
		6. Bidder shall fully disclose in “Bidder’s Qualifications Statement” (See Appendix C) whether or not Bidder, its subcontractors, or any of their respective officers, employees and authorized representatives have a felony conviction.
1. REMOVAL OF VEHICLES:
	1. “Abandoned vehicles” means any vehicle of any size, in any condition, left anywhere within the City limits upon any street or public right-of-way, public easement, public avenue, alley, thoroughfare, or public or quasi-public places including parks and playgrounds, without a current registration, vehicle identification plates, insurance, etc. and all vehicles as defined by N.J.S.A. 39:10A-1. When PACC, CCPD or the City obtains a Court order from a municipal judge to remove a vehicle from private property, the vehicle will be deemed to be abandoned for purposes of this Section and the requirements of this Section shall apply.
	2. “Disabled vehicle” means any vehicle left anywhere within the City of Camden limits due to its inability to operate resulting from a motor vehicle accident or mechanical failure.
	3. “Impounded vehicle” means any suspected stolen vehicle or vehicle involved in criminal investigation on which a "HOLD" has been placed by the CCPD, PACC or any other law enforcement agency.
	4. The contractor shall be notified by the CCPD or PACC for the removal of all vehicles whether considered abandoned, disabled or impounded. The Contractor shall arrive prepared to remove all vehicles within twenty-five (25) minutes of notification, unless otherwise specified by CCPD or PACC. The CCPD or PACC shall notify the CCPD or PACC’s representative of repeated late arrivals, who shall in turn recommend appropriate action, including but not limited to, provisions of these specifications, or other legal remedies allowed pursuant to the contract or by law.
	5. Contractor may charge fees for the following services:
		1. Basic tow, which shall be a flat fee. Any and all additional services provided during this basic tow shall be incorporated into this flat fee.
		2. Storage Fees (not to exceed $25 fee each day).
	6. In the case of a motor vehicle involved in an accident, the following additional services, if actually performed and supported by, among other documents, a final CCPD (or other law enforcement agency) motor vehicle accident report or other CCPD report indicating a motor vehicle accident had taken place:
		1. Waiting time in excess of 15 minutes, which shall be calculated based upon each 15 minutes spent at the site from which a motor vehicle will be towed, with fewer than 15 minutes rounded up to 15;
		2. Brush cleaning, including collection of debris that can be picked up by hand, which shall be a flat fee;
		3. Site clean-up, which shall be calculated based upon the number of bags of absorbent used;
		4. Winching, which shall be based upon each one-half hour spent performing winching;
		5. The use of window wrap, which shall be a flat fee;
		6. Tarping, which shall be a flat fee;
		7. Transmission disconnect, a flat fee, which shall be charged only if a motor vehicle is locked and the towing company is unable to obtain the keys for the motor vehicle;
		8. Use of a flatbed tow truck, a flat fee, which shall be charged if a motor vehicle can be transported only by a flatbed tow truck;
		9. Use of special equipment other than the first tow truck to recover a motor vehicle that cannot be recovered by winching or pieces of a motor vehicle that cannot be moved by hand, which may be both a labor and an equipment charge billed in half-hour increments;
		10. Decoupling;
		11. Storage at a towing company's storage facility (not to exceed $25 fee each day);
		12. More than three (3) trips to the motor vehicle in storage, which may be invoiced as an administrative fee, which shall be a flat fee; and
		13. Releasing a motor vehicle from contractor’s storage facility after normal

business hours or on weekends, which shall be a flat fee.

* 1. Except as otherwise provided herein, the “basic tow” charge shall be a flat fee, which fee shall be inclusive of all winching and other fees, and shall apply to the removal of all vehicles under the contract, whether considered abandoned, disabled or impounded. Contractor shall not charge for the use of a flatbed tow truck, and any additional related winching or other fees, even if the contractor chooses to use a flatbed tow truck for the tow.
	2. In the case of a motor vehicle involved in an accident, which event shall be determined exclusively by the Authority or CCPD, Contractor may only charge for additional services, if actually performed and supported by, among other documents, a final CCPD (or other law enforcement agency) motor vehicle accident report or other CCPD report indicating a motor vehicle accident had taken place, as listed in the Contractor’s Proposal Form. “Winching” services by a contractor does not include pulling a motor vehicle onto a flatbed tow truck. The Contractor shall supply documentation to the Authority to support all charges for additional services, including, without limitation, a final CCPD (or other law enforcement agency) motor vehicle accident report for the aforesaid event serving as the basis for Contractor’s charge for additional services. The Contractor shall work with the assigned representative from the CCPD if there are any issues in obtaining accident reports or other CCPD report indicating a motor vehicle accident had taken place from the CCPD or other law enforcement agencies for timely submission to the Authority. Fees for any additional charges not listed in the Contractor’s proposal Form are expressly not permitted under the contract.
	3. The selected vendor shall also be responsible for the towing and storage of tractor-trailers and trailers pursuant to MC-5439, adopted on March 14, 2023, establishing Chapter 508 of the Camden Code [Tractor-trailer Ordinance]. Costs for towing and storage of either tractor-trailer or a trailer by itself shall be at the alternate charges listed for reasonable towing costs and storage fees provided in the contractor’s price sheet.
	4. The Contractor shall tow all All-Terrain Vehicles (ATVs) or other similar types of vehicles to the Contractor’s storage facility for storage of all ATVs or other similar types of vehicles. Within three (3) business days, the Contractor shall take one (1) digital photograph of each side of the towed ATV or other similar type of vehicle and shall also take digital photographs of the VIN number or serial number. If the VIN number or serial number does not exist, the Contractor shall so note that information. These photographs or information shall be provided to the Authority through e-mail or other available means as promptly as possible.
	5. For ATVs and dirt bikes towed following their operation on City of Camden streets and highways, Camden Code MC-5376, adopted on April 12, 2023 amending Chapter 827, shall apply and be instituted. Further, for an ATV or dirt bike towed pursuant to Camden Code MC-5376 and which is subsequently scrapped pursuant to Camden Code MC-5376, the Contractor shall only be entitled to the scrap fees in lieu of the Contractor’s lien for towing and storage fees and which shall act as full satisfaction of the Contractor’s lien for the Contractor’s towing and storage fees.
	6. For ATVS or similar vehicles towed but which fall outside the scope of Camden Code MC-5376, the Contractor may charge those towing and storage fees identified in Section I.D.2, above and if the owner or other person having legal right thereto claims an ATV or other similar type of vehicle, the towing and storage costs shall be those as specified and as submitted by the Contractor. For ATVS or similar vehicles towed but which fall outside the scope of Camden Code MC-5376, if the ATV or other similar type of vehicle is not claimed by the owner or other person having legal right thereto, within thirty (30) days of notice through newspaper publication, the ATV or other similar vehicle shall only be scrapped or sold as scrap by the Contractor and the Contractor shall only be entitled to the scrap fees in lieu of the Contractor’s lien for towing and storage fees and which shall act as full satisfaction of the Contractor’s lien for the Contractor’s towing and storage fees.
	7. Contractor must be available for removal and storage of vehicles twenty-four (24) hours a day, seven days a week, giving priority to CCPD calls.
	8. At the time of the tow or within one (1) business day of a vehicle being towed and placed at its storage facility, the Contractor shall digitally photograph each such towed vehicle, including but not limited to, motor vehicles, motorcycles, dirt bikes and other vehicles. At a minimum, the Contractor shall take one (1) digital photograph of each side of the towed vehicle and shall also take digital photographs of all visible serial or vehicle identification (VIN) number(s). All of the photographs taken by the Contractor shall be maintained in its files and, upon request, shall be provided to the PACC or the CCPD, for their review.

For purposes of this Contract, a “motor vehicle” shall have the same definition as N.J.S.A. 39:1-1 “all vehicles propelled otherwise than by muscular power, excepting such vehicles that run only upon rails or tracks, low speed electric scooters, and motorized bicycles.”

* 1. In the event that a vehicle has been wrongfully removed pursuant to the contract, the vehicle shall be returned to the owner at no charge. On occasion, the Contractor will be required to tow certain wrongfully removed vehicles back to the initial towing site.
1. STORAGE OF VEHICLES:
	1. All vehicles removed pursuant to the contract must be stored at the Contractor's storage facilities, with the following exception:
		1. On occasion, the Contractor, at the request of CCPD or the Camden County Prosecutor’s Office, will be required to tow certain vehicles, which are involved in a criminal investigation for further investigation and/or for preservation of evidence purposes, to the Contractor’s separate, enclosed and secure facility or to another facility designated by CCPD or Camden County Prosecutor’s Office for further investigation and/or for preservation of evidence purposes, and any towing and/or storage fees for these vehicles shall be at an additional amount per day, while held inside the building.
	2. All vehicles removed pursuant to the contract shall be stored in a separate holding area of contractor's storage facilities. Only vehicles towed pursuant to this Contract shall be stored in said holding area and there shall be no commingling of these with any other vehicles.
		1. Within this designated area, abandoned or disabled vehicles shall be separated from impounded vehicles subject to criminal investigation. Impounded vehicles subject to criminal investigation shall be stored in a separate enclosed, secure facility with storage capacity for at least six (6) vehicles plus enough room to move around vehicles without risk of interfering with other vehicles awaiting processing. This area is for the sole purpose of securing vehicles held for investigation with limited access to specific authorized facility personnel. This area shall be equipped with an alarm and video surveillance system.
		2. This area shall be separate from normal day-to-day operations or other business to avoid contamination of vehicles being processed from dirt, exhaust fumes, etc. being distributed around the facility. This separate facility shall have adequate lighting and access to electrical outlets for power equipment and tools.
		3. It is anticipated that the Contractor will increase the secure facility area with storage capacity for at least eight (8) vehicles by the end of the initial contract term. The Contractor shall provide quarterly written updates to the Authority of contractor’s progress in expanding storage capacity to eight vehicles. Failure of the Contractor to expand storage capacity to eight vehicles by the end of the initial contract term shall be a consideration of the Authority in deciding whether or not to exercise its option to renew this contract. Said facility shall be for the exclusive use of the CCPD and/or the Camden County Prosecutor’s Office, and shall be earmarked for impounded vehicles by the Contractor.
	3. All vehicles removed pursuant to the contract shall be stored according to the month in which they were towed. All vehicles shall be clearly identified by writing on the vehicle’s windshield with approved removable colored crayon. This identification shall be color-coded according to category (e.g., red-stolen, yellow-accident, blue-abandoned) and shall include the date the vehicle was towed, location towed from, last eight digits of the vehicle identification number (VIN), CCPD (or other law enforcement agency) case number, and disposition (e.g., J-junk, G- good, S-scrap). It shall be the responsibility of the contractor to remove this writing from the vehicle’s windshield before releasing the vehicle to the owner.
	4. Contractor shall be responsible for each vehicle in his Storage area, including but not limited to damage or theft, until final disposition or removal is ordered by CCPD. All vehicles, regardless of condition, shall be stored singly and so arranged to permit inspection and subsequent removal if necessary. Adequate walkway inspection space shall be provided at all times.
	5. A separate secure area shall be provided for the storage of, ATVs or other similar vehicles, motorcycles, dirt bikes, motor scooters, and other off-road vehicles towed by the Contractor to its storage facility. This facility/area shall be secured at all times and inventoried on a daily basis. Access to this facility/area shall be limited to contractor’s personnel and CCPD personnel.
	6. The owner of any vehicle towed shall have the right to remove property belonging to them from the stored vehicle at no cost to the vehicle owner unless a “Police Hold” is marked on tow form. Only the vehicle owner shall have the right to remove property after obtaining a release from the CCPD and presenting same to Contractor.
	7. Contractor shall not search impounded vehicles or remove items from vehicles. All valuables found in vehicles, such as jewelry or currency, shall be turned in to the CCPD. After- market items such as audio equipment, auto accessories shall be stored and the vehicle shall be secured by the Contractor.
	8. Upon request by CCPD, the Contractor shall produce the vehicle or property being requested within two (2) hours.
	9. The Contractor shall comply with the Notice Requirements (notice to owner of record of vehicle and any security interest holder) for vehicles stored at the Contractor’s storage facility, in accordance with N.J.S.A. 39:10A-1 et seq. Among other things, the Contractor shall:
		1. Provide notice to the owner and security interest holder.
		2. This notice shall be by first class mail, with a certificate of mailing, and must include a schedule of costs imposed for storing the vehicle and instructions explaining how the vehicle may be claimed.
	10. If the owner or other person having legal right thereto to the towed ATV or other similar type of vehicle is known, the Contractor shall institute the Notice Requirements (notice to owner of record of vehicle and any security interest holder) for vehicles stored at the Contractor’s storage facility pursuant to the contract, as set forth in N.J.S.A. 39:10A-1 et seq. Among other things, the Contractor shall:
		1. Provide notice to the owner and security interest holder.
		2. This notice shall be by first class mail, with a certificate of mailing, and must include a schedule of costs imposed for storing the vehicle and instructions explaining how the vehicle may be claimed.
	11. The Contractor shall calculate storage fees based upon full 24-hour periods a motor vehicle is in the storage facility. For example, if a motor vehicle is towed to a storage facility at 7:00 P.M. on one day and the owner of the motor vehicle picks up the motor vehicle before 7:00 P.M. the next day, the Contractor shall charge the owner of the motor vehicle only for one day of storage. If a motor vehicle is stored for more than 24 hours, but less than 48 hours, the Contractor may charge for two days of storage.
2. DISPOSAL OF VEHICLES:
	1. Release of vehicles to owners or lienholders:
		1. No vehicle shall be released to either owners or lienholders without a “Release form.” Vehicles shall be available for release between 8:30 A.M. to 4:30 P.M., Monday through Friday; and 9:00 A.M. to 12:00 noon, Saturday, except for legal holidays. It shall be the responsibility of the Authority or CCPD to notify the owners of vehicles, when known, when vehicles are turned over to the Contractor for removal and storage.
		2. Upon the release of a vehicle to its owner or lienholder, all ownership rights and responsibilities shall revert to the owner or lienholder. The Authority and CCPD shall not be liable for daily storage fees for any day following the date of release, whether or not the owner actually reclaims possession of the motor vehicle from the contractor. Contractor shall not impose any additional charge(s) upon an owner or lienholder that is not expressly indicated in the contractor’s executed bid price sheet.
		3. CCPD and the Authority shall notify the Contractor of all released vehicles stored at the Contractor’s storage facilities pursuant to the contract by way of a monthly written report. However, any failure to provide such information cannot be used as a basis for liability against the Authority or CCPD.
		4. The Contractor shall notify CCPD and the Authority of any released vehicle which remains unclaimed by the owner by way of a monthly written report.
	2. Disposal by Public Sales:
		1. When a motor vehicle has been towed and stored by the Contractor at its storage facility and shall have remained unclaimed by the owner or other person have legal right thereto for a period as provided by New Jersey 39:10A- 1 and Chapter 803 of the City of Camden Code, the vehicle may be sold at auction or the Authority may determine to seek junk title. The Contractor shall expose motor vehicles to public sale or other disposition in accordance with the provisions set forth in N.J.S.A 39:10A-1 et seq. and the New Jersey Motor Vehicle Commission’s Public Agency Guide to Abandoned and Unclaimed Vehicles and Authority ordinances.
		2. Prior to each sale, all vehicles to be sold shall be numbered by the Contractor for identification purposes. These numbers shall be placed on the vehicle windshield and marked with crayon.
		3. The Contractor shall be required to complete and present to the County all necessary documents to enable the County to obtain the appropriate titles for the vehicles located at the Contractor’s storage facility.
		4. Each sale shall be advertised as required by law and the advertisement shall state the date of the sale, the lowest minimum bid for each vehicle and the towing and storage fees accrued up to the date of sale.
		5. It shall be exclusively within the authority of the County to determine which vehicles located at the Contractor’s storage facility are exposed to public sale. The Contractor shall have all vehicles advertised for sale available for inspection and sale in accordance with the public advertisement. Contractor shall make said sale vehicles available to the public for inspection one (1) hours prior to the scheduled sale time.
		6. The minimum bid at the public sale shall be equal to the Contractor’s lien. Should the successful bid at the public sale be in the amount of the minimum bid or above, the Contractor shall be reimbursed from the proceeds of the sale for the contractor’s lien. The Contractor’s lien represents the towing fee plus accrued daily storage and additional fees in accordance with the fee schedule as set forth in the contractor’s executed bid price sheet. The daily storage fees shall commence the day of the tow and shall end the day of the public sale of the vehicle. The date of the public sales shall be established by the County in the public advertisement of the sale. Contractor shall not be reimbursed for daily storage fees for any day following the advertised date of public sale, whether or not the vehicles are actually sold. The successful purchaser must remove the purchased vehicle from the Contractor’s lot within twenty-four (24) hours from the time of the public sale. The County or CCPD shall not be responsible for any claims or any liability in connection with the successful purchaser’s failure to remove the purchased vehicle from the Contractor’s lot.
		7. Contractor shall furnish the County in advance of each public sale, the amount of Contractor's lien calculated to the date of the sale. Failure to do so shall be deemed a waiver by the Contractor of the right to enforcement of said lien.
		8. If the proceeds of the sale exceed the contractor’s lien referenced in this section as well as fines, penalties and court costs assessed against the owner of the vehicle for a violation that gave rise to the impoundment or immobilization of the vehicle and any outstanding warrants against the motor vehicle, the balance of the proceeds shall be returned to the owner of the vehicle if their address and name are known. Otherwise, the proceeds of the sale in excess of the contractor’s lien shall be retained by the City of Camden.
		9. Contractor shall participate in the public sale as a bidder. If there are no other bidders, Contractor shall pay to the County an administrative fee of $30.00 per vehicle for all vehicles retitled to the Contractor pursuant to N.J.S.A. 39:10A-1 and the New Jersey Motor Vehicle Commission’s Public Agency Guide to Abandoned and Unclaimed Vehicles. At every public sale, Contractor shall bid at least the administrative fee for each vehicle. Contractor is required to remove all vehicles retitled to the Contractor from the storage area within ten (10) days of the date of the sale. Contractor shall not be reimbursed by the Authority for any towing and/or storage fees for any vehicle retitled to the Contractor.
		10. The contractor shall tow and seek junk title from the County of all motor vehicles located at its storage facility which are not being sold at public auction and which are incapable of being operated safely or of being put in safe operational condition except at a cost in excess of their value. The Contractor shall be required to comply with N.J.S.A. 39:10A-1 and the New Jersey Motor Vehicle Commission’s Public Agency Guide to Abandoned and Unclaimed Vehicles the Contractor shall pay to the County an administrative fee of $30.00 per vehicle for all vehicles retitled to the Contractor with junk title. The County is not responsible to the Contractor for any towing or storage fees for any vehicle towed and/or stored.
		11. The County’s designated representative shall be the only person authorized to sign over title to any vehicle.
	3. Disposal of ATVs and Dirt Bikes:
		1. For ATVs and dirt bikes towed following their operation on City of Camden streets and highways, Camden Code MC-5376 shall apply and be instituted. Further, for an ATV or dirt bike towed pursuant to Camden Code MC-5376 and is subsequently scrapped pursuant to Camden Code MC-5376, the Contractor shall only be entitled to the scrap fees in lieu of the Contractor’s lien for towing and storage fees and which shall act as full satisfaction of the Contractor’s lien for the Contractor’s towing and storage fees.
		2. For ATVS or similar vehicles towed but which fall outside the scope of Camden Code MC-5376, if the owner or other person having legal right thereto claims an ATV or other similar type of vehicle, the towing and storage costs shall be those as specified and as submitted by the Contractor.
		3. For ATVS or similar vehicles towed but which fall outside the scope of Camden Code MC-5376, if the ATV or other similar type of vehicle is not claimed by the owner or other person having legal right thereto, within thirty (30) days of notice through newspaper publication, the ATV or other similar vehicle shall only be scrapped or sold as scrap by the Contractor and the Contractor shall only be entitled to the scrap fees in lieu of the Contractor’s lien for towing and storage fees and which shall act as full satisfaction of the Contractor’s lien for the Contractor’s towing and storage fees.
		4. Contractor shall not be required to pay to the County an administrative fee of

$30.00 per vehicle for any ATV or other similar type of vehicle it scraps or sells.

* 1. It shall be expressly prohibited to sell motor vehicles located at the Contractor’s storage facility in “lots” or “groups” of vehicles. All vehicles sold at public auction shall be sold individually unless expressly approved in advance by the County.
	2. The County shall hold public sales at its discretion and shall not be liable for any expenses incurred by contractor as a result of failure to hold sales. The County shall endeavor to hold six (6) sales per year but shall not be liable for failure to meet this schedule.
	3. For those vehicles located at the Contractor’s storage facility for which the County and/or CCPD are unable to obtain standard or junk titles from the Motor Vehicle Commission (MVC), the Contractor shall follow the directions of the County in disposing of these vehicles. A description of these vehicles will be published in the local newspaper before appropriate disposal of these vehicles is made in accordance with the determination of the County. If the proceeds of the sale or other disposition of these vehicles [scrap, junk, etc.] exceed the Contractor’s lien as well as fines, penalties and court costs assessed against the owner of the vehicle for a violation that gave rise to the impoundment or immobilization of the vehicle and any outstanding warrants against the motor vehicle, the balance of the proceeds shall be returned to the owner of the vehicle if their address and name are known. Otherwise, the proceeds of the sale or other disposition in excess of the Contractor’s lien shall be retained by the City of Camden.
1. AUDIT, RECORDS AND INSPECTIONS:
	1. Contractor shall maintain records of all vehicles towed, stored, and released by it under the contract, as well as all receipts and invoices for all services rendered pursuant to the contract including additional services performed in furtherance of contractor's obligations hereunder. Records shall be kept made and available for audit and/or inspection for a period of seven (7) years. All towing reports generated by the Authority and CCPD are property of the Authority.
	2. The Authority and CCPD shall have access to any part of the storage area at any time of the day or night, for inspection purposes, including both indoor and outdoor area.
	3. Authorized representatives of the Authority and CCPD shall have access to any of the records required to be kept by the Contractor.
	4. All Contractor records with respect to any matters covered by the contract shall be made available to the Authority, its agents or designees, or CCPD, its agents or designees, at a location solely determined by the Authority. Alternatively, the Authority, in its sole discretion, may determine to review all Contractor records on-site at the towing facility during normal business hours. These records shall be made available as often as the Authority or CCPD deems necessary to audit and/or inspect relevant data to determine that the Contractor is charging the fees and rates in accordance with the contract.
		1. Failure of the contractor to comply with this audit and/or inspection constitutes grounds for termination of the contract. Furthermore, should any audit and/or inspection determine that the contractor is charging fees and rates not consistent with the contract, the Authority shall have the option to terminate the contract.
		2. In the event a determination is made by the Authority, its agents or designees, or CCPD, its agents or designees (during the contract or after the expiration) that the Contractor charged rates or fees not consistent with the terms of the contract, the Contractor may be barred from participating in future contracts with the Authority.
2. CHARGE FOR SERVICES:
	1. All fees submitted with the Bidder’s Proposal Form shall remain in effect for the duration of the contract. Contractor shall not impose any additional charge(s) upon an owner or lienholder that is not expressly indicated in the Bidder’s Proposal Form.
	2. The Contractor's fee schedule shall be posted in a conspicuous place, visible to the public, at Contractor's storage facility.
	3. The Contractor shall prepare a separate bill for charges for each vehicle and present the bill to the claimant of a vehicle for payment prior to release of the vehicle. The bill shall include the time at which a towed motor vehicle was delivered to the Contractor’s storage facility. The bill shall also include a list of all services provided to a person for which the contractor is charging. A bill for a flat fee rendered “basic tow” shall enumerate the towing services actually performed as part of the basic tow.
	4. The Authority reserves the right to publicly advertise the Contractor's fee schedule in whatever manner the Authority deems appropriate for the purpose of informing the general public.
	5. Notwithstanding the above, the contractor shall reimburse the Authority for each vehicle released to an owner and/or operator $20.00 per vehicle. Contractor shall reimburse the Authority in the amount of $20.00 for each ATV or other similar type of vehicle released to the owner or other person having legal right thereto. The Contractor is not permitted to assess this fee to the vehicle owner, lienholder, or operator.
		1. The Contractor shall place these fees into a bank account dedicated exclusively for this purpose. The Contractor shall not commingle any other business funds with these fees or any other funds collected pursuant to this paragraph. Contractor shall remit these fees to the Authority within ten (10) days after the due date of the monthly report.
	6. After the expiration date or termination of this contract, the Authority shall not be liable for any expenses including, but not limited to, storage fees or other related expenses for any vehicle towed to the Contractor’s storage facility under the provisions of the contract. Furthermore, the Contractor specifically agrees to provide the Authority access to the Contractor’s storage facility after the expiration date or termination of the contract for the purpose of removing vehicles towed pursuant to the contract.
3. STANDBY SERVICES:
	1. In addition to the other services herein outlined, the Contractor shall furnish extra towing equipment and service within the City of Camden during storm periods, periods of snow emergencies, traffic emergencies, disasters, any acts of God, and for any other reason when so designated by the Authority or CCPD. 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 passenger vehicles, trucks, tractor trailers and other heavy vehicles and equipment.
	2. Standby service will begin when the CCPD or other Authority representative call the Contractor initially and will end when they terminate the standby status by calling the Contractor.
	3. The Authority or CCPD reserves the right, during any emergency, to designate temporary areas owned or leased by the Authority for the storage of disabled vehicles to these areas at the direction of the Authority or CCPD.
4. REPORTING REQUIREMENTS:
	1. Contractor shall be required to submit to the CCPD and the Authority’s designated representative monthly reports documenting their activity pursuant to the contract. These reports shall be due ten (10) calendar days after the close of each month. A final report shall be due within ten (10) days after expiration of the contract.
	2. Towed Vehicle Log: This report shall include all the following information on every vehicle towed by the contractor pursuant to the contract.
		1. Date vehicle was towed by Contractor.
		2. Case number.
		3. Year and Make of Vehicle.
		4. Model of Vehicle.
		5. Color of Vehicle.
		6. License tag number of vehicle.
		7. Serial Number of vehicle.
		8. Mileage figure as it appeared on vehicle odometer at the time Contractor took possession, if available.
		9. Description of condition of vehicle.
		10. Disposition or date released.
		11. Other information as may be required by the Authority or CCPD.
		12. Amount charged for released vehicle including all charges.
		13. Contractor shall notify CCPD of any vehicles towed pursuant to the contracts that have been titled over to the Contractor by the owner. Contractor may not accept title from an owner without consent of the Authority for vehicles towed pursuant to the contract in connection with a criminal investigation.
		14. List and identify all vehicles scrapped and/or shredded after junk title has been obtained.
		15. List and identify all vehicles released to the owner and/or operator.
		16. Police Report in the event the motor vehicle towed was involved in an accident.
	3. Monthly Service Log: This report shall include all the following information on every Authority vehicle serviced by contractor pursuant to the contract.
		1. Date service was rendered.
		2. Description of service provided.
		3. License plate number of vehicle serviced.
		4. Other information as may be required by the Authority or CCPD.
		5. Impound Invoices.
5. TOWING EQUIPMENT:
	1. Proof of Ownership or Lease Required. With the bid, the bidder shall submit proof, satisfactory to the Authority, of the following:
		1. Proof of ownership by record title of all the required number of wreckers specified herein, and to be used exclusively for the services under this contract; or:
		2. Proof of a current and binding lease agreement between the bidder and the lessor(s) of all the required number of wreckers necessary to meet the specification requirements, to be effective at the time of the execution of the contract. The bidder shall also demonstrate proof of ownership by the lessor(s) of the wreckers, by record title, of the required wreckers to be leased and used exclusively for this contract; or:
		3. Bidder shall show proof of ownership by record title of a portion of the required number of wreckers necessary to meet the specification requirements, together with a fully-executed copy, certified by the bidder as a true copy, of a binding agreement to have available to bidder the remaining number of required wreckers within ten (10) days after the date of the award of the contract, at which time the towing contract shall be executed;
		4. And where applicable, proof of availability in writing between the Bidder and the wreckers’ actual owner(s) stating and demonstrating that Bidder can obtain actual possession and control over the required number of wreckers at the time of the execution of the contract.
		5. Failure of Bidder to submit satisfactory proofs will be considered sufficient cause for rejection of the bid. Failure to secure title or a lease, together with delivery of the remaining required wreckers within ten (10) days after the date of the award of the contract to Bidder will be considered sufficient cause for cancellation of the contract award.
	2. Specific Equipment Required:
		1. The Contractor shall, at a minimum, have available for the purpose of performing services under the contract all of the following equipment, to be used exclusively for this contract, the following:
			1. Two (2) thirty (30) ton capacity heavy duty wreckers; one of which shall be an under reach wrecker that meets the requirements specified herein.
			2. Two (2) other wreckers with at least a four (4) ton capacity (contractor may choose to substitute a 10-ton capacity wrecker) that meet the requirements specified herein.
			3. Three (3) flatbed type wreckers adequate to service passenger motor vehicles and light trucks less than one (1) ton that meet the requirements specified herein.
			4. Other equipment, including, but not limited to: tow sling type bar lift, heavy duty equipment/undereach, other specialized equipment, off- loading equipment, sufficient safety equipment, warning lights on equipment, and availability of parts.
	3. General Requirements: During the course of the contract, the Contractor shall satisfy all of the following requirements:
		1. All equipment used by the contractor shall be of such construction that they will be able to tow any type of vehicle, and must be found to be satisfactory to the Authority and CCPD.
		2. Contractor shall equip each vehicle with equipment and shall remove, pursuant to N.J.S.A. 39:4-56.8, any motor vehicle debris in the surrounding area of an accident to which they are called.
		3. Equipment shall be maintained in good condition, to include compliance with all regulations of N.J.S.A. Title 39 and be available twenty-four (24) hours a days and seven (7) days a week, three hundred sixty-five (365) days a year, including holidays. Each vehicle shall be clearly identified with the name and address of the contractor on the side of each vehicle.
		4. Contractor shall have all required equipment during entire contract period.
	4. All equipment shall meet all of the following specifications:
		1. Specifications for thirty (30) ton capacity wrecker:
			1. Airbrakes.
			2. Minimum 1000 x 20 tires with dual rear wheels.
			3. Air fittings for releasing air pressure lock, brakes on dump trucks, and tractor trailers.
			4. All required ICC safety equipment shall be carried.
			5. Portable safety lighting to be installed on rear of towed vehicle.
			6. Off side truck winching.
		2. Specifications for ten (10) ton capacity wreckers, if utilized by contractor:
			1. Minimum 1000 x 20 tires with dual wheels.
			2. Chassis requirements should be 10 ton gross weight, each wrecker shall include one set of dolly wheels.
			3. Steering wheel lock for towing vehicles from the rear.
			4. Tow sling type tow bar with rubber straps to lift the car so that no part of metal touches the vehicle.
			5. All ICC safety equipment shall be carried.
		3. Specifications for four (4) ton capacity wreckers:
			1. Chassis requirements should be 10,000 pounds’ gross vehicle weight and

dual rear tires. Each of these wreckers shall include one set of dollies.

* + - 1. Steering wheel lock on each wrecker for towing vehicles from the rear.
			2. Tow sling type bar, rubber straps to lift the car so that no part of metal touches car.
		1. Specification for Flatbed wreckers:
			1. Chassis requirements shall be l0,000 pound gross vehicle weight with dual rear tires.
			2. Wrecker shall have tilting flatbed body and power winch.
		2. Each wrecker shall be equipped with wheel lifts as appropriate.
		3. All vehicles shall be radio-equipped for communication between contractor's drivers and offices.
1. STORAGE FACILITIES:
	1. At the time of submission of bids, bidder shall demonstrate ownership of or a lease agreement for appropriate land of a minimum of seven (7) clear and usable acres to be used exclusively for the storage of vehicles towed pursuant to the contract. Available and usable lot acreage shall either be contiguous or, if two storage lots are utilized, the storage lots can be no more than 1.5 miles apart in distance. No more than two (2) storage lots can be used for the storage of vehicles. If the available and usable acreage is not contiguous, the contractor shall provide transportation, including but not limited to shuttle service, to motor vehicle owners or lienholders between the two lots at no additional cost.
		1. Each bidder shall also provide an additional separate enclosed, secure facility with storage capacity for at least six (6) vehicles, plus enough room to move around vehicles without risk of interfering with other vehicles awaiting processing.
		2. It is anticipated that the successful bidder will increase the secure facility area with storage capacity for at least eight (8) vehicles by the end of the initial contract term. The successful bidder shall provide quarterly written updates to the CCPD and the Authority of the Contractor’s progress in expanding storage capacity to eight vehicles. Failure of the contractor to expand storage capacity to eight vehicles by the end of the initial contract term shall be a consideration of the CCPD and the Authority in deciding whether or not to exercise its option to renew this contract.
		3. The facility shall be for the exclusive use of the CCPD and the Camden County Prosecutor’s Office. This area shall be for the sole purpose of securing vehicles held for investigation with limited access to specific authorized facility personnel.
		4. This area shall be equipped with an alarm and 24/7 video surveillance system.
		5. This area shall be separate from normal day to day operations or other business to avoid contamination of vehicles being processed from dirt, exhaust fumes, etc. being distributed around the facility.
		6. This separate facility shall have adequate lighting and access to electrical outlets for power equipment and tools. Provide a small cabinet or area within the facility to store crime scene/vehicle processing equipment and supplies.
		7. The facility shall include a vehicle lift, or the Contractor shall provide services to flatbed a vehicle to a lift for processing under a vehicle (at no additional cost to the CCPD and the Authority).
		8. The facility shall be for the exclusive use of the Authority and CCPD and shall be accessible to authorized Authority or CCPD personnel only. Provide electronic access control.
		9. Facility shall also remain enclosed and secure at all times. Enclosed Secure Facility shall have adequate climate control with a temperature ranging from 55 to 75 degrees Fahrenheit and shall also be broom swept, dusted and clutter free.
		10. Contractor shall provide trained and experienced personnel to assist where necessary with unlocking of vehicles or use of advanced tools for opening or gaining access to components of vehicles.
		11. If the Contractor is the owner in fee of the required storage area(s), has a lease for the required storage area(s), or has an option to lease the required storage area(s), the lease shall extend to at least six (6) months after the termination of the contract.
	2. In order to determine that the contractor has sufficient storage space available, the Authority requires a survey of the property. **This survey or surveys shall be provided with the bid**.
		1. The survey or surveys shall have set forth thereon a certification by the surveyor (who shall be licensed by the State of New Jersey) to the City of Camden, as the acreage within the storage area(s) as surveyed. Survey shall show the total usable acreage of the property or properties and the total acreage of the land to be used as a storage area(s).
		2. Survey shall also show all fences, buildings, permanent structures, trailers, underground tanks or easements. The distances from the property lines to structures shall be shown on the plan.
		3. All corners of the property are to be marked by visible monuments. The monuments shall be of a permanent character – for example, iron pipe, concrete monument with a drill hole, cross or metal plug. Survey shall be current, within six months prior to bid opening date or bidder submits and affidavit indicating that conditions of the property at the bid opening are the same as the conditions set forth in the survey submitted.
	3. The deed, lease, or option to lease, and the survey shall be approved as to form and legality by the Authority.
	4. The property shall be within the Counties of Camden, Burlington or Gloucester, within the State of New Jersey; and shall be within a radius of ten (10) miles of the City of Camden.
		1. The property shall be zoned for such use and meet all applicable municipal codes. In addition, it shall be in an area reasonably accessible to public transit, so that stored automobiles may be claimed. If more than one lot for the storage of vehicles is being utilized by the Contractor, the Contractor shall identify one storage lot as the primary location for vehicle owners and lienholders to obtain a vehicle. This primary storage lot shall be in an area reasonably accessible to public transit, so that stored automobiles may be claimed.
		2. If the vehicle is not located at the primary storage lot, the Contractor shall provide transportation, including but not limited to shuttle service, to motor vehicle owners or lienholders between the two lots at no additional cost to the Authority or vehicle owner.
		3. All provisions for storage shall be subject to the approval of the appropriate construction official of the municipality where the property is located.
		4. An on-site inspection of the property shall be made and approved before award of contract by Authority representatives and CCPD. All specification requirements shall be in compliance at the time of the date of the bid opening.
		5. Bidder shall execute the attached Affidavit of Zoning and Land Use Compliance (See Appendix A) indicating that the storage facility or facilities comply with all municipal zoning and land use regulations. This Affidavit shall be provided at the time of the submission of bids.
	5. Before award of contract, the Contractor shall satisfy the following requirements:
		1. The storage area or areas shall be adequately secured by fencing of a minimum of six (6) feet in height with a locked entrance and entirely screened to limit view from adjoining property owners and the public. It shall be the responsibility of the Contractor to maintain such fencing in good condition at all times during the period of the contract.
		2. The Contractor shall also provide an additional separate enclosed, secure facility with storage capacity for at least six (6) vehicles, plus enough room to move around vehicles without risk of interfering with other vehicles awaiting processing. It is anticipated that the Contractor will increase the secure facility area with storage capacity for at least eight (8) vehicles by the end of the initial contract term. This area shall be for the sole purpose of securing vehicles held for investigation with limited access to specific authorized facility personnel. This area shall be equipped with an alarm and video surveillance system. This area shall be separate from normal day to day operations or other business to avoid contamination of vehicles being processed from dirt, exhaust fumes, etc. being distributed around the facility. This separate facility shall have adequate lighting and access to electrical outlets for power equipment and tools.
		3. Guard dogs or security guards are not required but are strongly recommended
	6. Before award of contract, and during the course of the contract, the Contractor shall satisfy the following requirements:
		1. All of the land proposed to be utilized by the Contractor for storage shall be level and clear of all debris and excessive growth and vegetation, and shall be clearly marked indicating specifically the separate areas to be used for abandoned and disabled vehicles and impounded vehicles. The property shall be acceptable by the Fire Prevention Inspector of the municipality where the property is located.
		2. No towed vehicle shall be parked upon the public street, and shall be stored by the Contractor within the storage area as specified herein.
		3. The properties shall be the properties where each and every vehicle will be held until the vehicle is properly reclaimed or the vehicle is properly sold at public sale. The storage properties shall not be a temporary holding site(s). Vehicles shall NOT be removed to any other property not listed in the Bidder’s bid submission. The properties shall not be used for storage of vehicles owned by the Contractor, even if they purchase them at auction held there, or vehicles towed for other agencies.
		4. Any vehicle purchased by the contractor at an auction or given in lieu of storage charges shall be removed from the land reserved for storage of Authority and CCPD vehicles within ten (10) days of the sale.
		5. Contractor shall immediately inform the Authority and CCPD of any change in the zoning or land use status of the storage facility or facilities which occurs during the term of the contract.

APPENDIX A Submit with the Bid

**AFFIDAVIT OF ZONING AND LAND USE COMPLIANCE**

[PROVIDE ONE AFFIDAVIT FOR EACH STORAGE LOT TO BE UTILIZED]

**STATE OF NEW JERSEY:**

ss

**COUNTY OF** (Print County):

I, (print corporate officer’s name), of the City of -

 (print company’s municipal location) in the County of (print company’s county), and the State of (print company’s state) being of full age and duly sworn according to law upon my oath, depose and say:

I am (insert corporate officer’s title), of the firm of

 (insert company’s name), the bidder submitting the within proposal for the provision of a contract for towing and storage of abandoned, disabled and impounded vehicles for the City of Camden, New Jersey.

If awarded said contract, (insert company’s name) will store all vehicles towed pursuant to the contract at the storage facility required and identified pursuant to the requirements of the Bid Specifications. The storage facility presently complies with all municipal zoning and land use regulations of the municipality of (print storage facility’s municipal location).

**I AM AWARE THAT IF AWARDED THE CONTRACT, I WILL BE REQUIRED TO IMMEDIATELY NOTIFY THE AUTHORITY IN WRITING OF ANY CHANGE IN ZONING OR LAND USE STATUS OF THE AFORESAID STORAGE FACILITY**.

**BIDDER:**

Bidder’s Representative’s Signature

Print Name: Print Title/Position: Date:

SUBSCRIBED AND SWORN TO BEFORE ME THIS DAY

 , 2023

Notary Public of

My Commission Expires: 20

APPENDIX B Submit with the Bid

**EQUIPMENT CERTIFICATION**

The undersigned Bidder hereby certifies as follows:

1. The total inventory of vehicles and equipment owned by Bidder that will be available for the performance of the Contract, as listed in the **Bidder Qualification Statement** (See Appendix C), are intended to be used to fulfill all requirements of the specifications and Contract with respect to all the work required thereunder.

**NOTE**: With regards to the necessary vehicles and equipment required for the Work that Bidder does not own, Bidder shall complete Paragraph 4 below.

1. The Bidder owns all the necessary vehicles and equipment listed in the required “Bidder’s Qualifications Statement” and required to accomplish the Work described in the Bid Specifications and Contract during the Contract term.
2. Attached hereto are true copies of proof of Bidder’s ownership by record title of the required

vehicles and equipment owned by Bidder.

**BIDDER:**

Bidder’s Representative’s Signature

Print Name: Print Title/Position: Date:

1. The Bidder does not own all the necessary vehicles or equipment required to accomplish the Work described in the Bid Specifications and Contract during the Contract term. The vehicles and equipment actually owned by the Bidder is listed in the required “Bidder’s Qualifications Statement”. The remaining required vehicles and equipment to be leased by Bidder to accomplish the Work described in the Bid Specifications and Contract during the Contract term is also set forth in “Bidder’s Qualifications Statement”. The separate Certifications of the owner of the vehicles and equipment to be leased by Bidder, where applicable, are attached to this Bid proposal.

**BIDDER**:

Bidder’s Representative’s Signature

Print Name: Print Title/Position: Date:

APPENDIX C Submit with the Bid

**BIDDER QUALIFICATION STATEMENT**

(To be completed by the Bidder)

The undersigned Bidder shall submit, with their bid, the following information for consideration by the Authority. Please add additional response pages, if needed, in the exact response format provided for each section. Failure to submit this statement with the bid will be considered cause for rejection of the bid.

In certain other circumstances, the Authority shall have the right to exercise its discretion and waive certain incomplete information provided in this Statement if the incomplete information is not material but constitutes a minor or technical deficiency and such waiver is in the best interests of the Authority.

The below response information, along with other documents and information to be provided by the Bidder will assist the Authority in examining the Bidder’s qualifications. The Authority requests this information to ensure that Bidders have the necessary capacity (personnel, vehicles, and equipment) and capability (work experience) to perform the scope of work identified in the Bid Specifications and Contract within the contracted timeframe and available funding for the towing and storage work:

1. Bidder’s Legal Name: Bidder’s Principal Address: Telephone #: E-mail Address:
2. If a business entity, answer the following:

Date and State of incorporation, formation, or organization of the entity:

1. List all officers of the entity:

Officer Name & Title:

Officer Name & Title:

Officer Name & Title:

Officer Name & Title:

Officer Name & Title:

Officer Name & Title:

1. List of key employees of the Bidder who will be working on the Contract (full and part-time):

Name:

Work Title:

Years of towing and storage work experience

Driver’s License Number:

(Only for equipment operators)

Name:

Work Title:

Years of towing and storage work experience

Driver’s License Number:

(Only for equipment operators)

Name:

Work Title:

Years of towing and storage work experience

Driver’s License Number:

(Only for equipment operators)

Name:

Work Title:

Years of towing and storage work experience

Driver’s License Number:

(Only for equipment operators)

1. List total inventory of towing and storage vehicles and equipment owned by Bidder that will be available for the performance of the Contract. Bidder shall execute the required “Equipment Certification” (See Appendix B), and provide proof of ownership by record title of the required vehicles and equipment owned by Bidder:

Vehicle/Equipment Type: Number of Pieces of Type of Vehicle/Equipment: Model #: Model Year or Age:

Vehicle/Equipment Type: Number of Pieces of Type of Vehicle/Equipment: Model #: Model Year or Age:

Vehicle/Equipment Type: Number of Pieces of Type of Vehicle/Equipment: Model #: Model Year or Age: Vehicle/Equipment Type: Number of Pieces of Type of Vehicle/Equipment: Model #: Model Year or Age:

Vehicle/Equipment Type: Number of Pieces of Type of Vehicle/Equipment: Model #: Model Year or Age:

Vehicle/Equipment Type: Number of Pieces of Type of Vehicle/Equipment: Model #: Model Year or Age:

1. Do you plan to lease any towing or removal vehicles or equipment in order to perform the Contract?

YES: NO

If YES, please list vehicles and equipment to be leased and leasing company information.

Vehicle/Equipment Type: Number of Pieces of Type of Vehicle/Equipment: Model # Model Year or Age: Name, address, telephone phone number, e-mail address, and contact person of leasing company:

Vehicle/Equipment Type: Number of Pieces of Type of Vehicle/Equipment: Model # Model Year or Age: Name, address, telephone phone number, e-mail address, and contact person of leasing company:

Vehicle/Equipment Type: Number of Pieces of Type of Vehicle/Equipment: Model # Model Year or Age: Name, address, telephone phone number, e-mail address, and contact person of leasing company:

Vehicle/Equipment Type: Number of Pieces of Type of Vehicle/Equipment: Model # Model Year or Age: Name, address, telephone phone number, e-mail address, and contact person of leasing company:

Vehicle/Equipment Type: Number of Pieces of Type of Vehicle/Equipment: Model # Model Year or Age: Name, address, telephone phone number, e-mail address, and contact person of leasing company:

Vehicle/Equipment Type: Number of Pieces of Type of Vehicle/Equipment:

1. Experience Record; Work References; Legal Proceedings Disclosure:
	1. How many years has the Bidder’s entity been in business as a towing and storage contractor under your present business name? years

List all prior names of your company, if any:

* 1. How many years of experience does Bidder have performing the type of towing and storage work required in the Bid Specifications for other federal, state, or local entities, authorities, or any other governmental agencies? (NOTE: Bidder shall have experience in performing the type of towing and storage work required in the Bid Specifications for other federal, state, or local entities, authorities, or any other governmental agencies)

As a Contractor? years

As a subcontractor? years

* 1. List up to five (5) of the largest towing and storage contracts that your business entity has completed in the past three (3) years for other federal, state, or local entities, authorities, or any other governmental agencies.

Name of Owner: Address of Owner: Name of Owner’s Primary Contact: Description of Contract: Date Started:

Date Completed: Contract Amount ($):

Name of Owner: Address of Owner: Name of Owner’s Primary Contact: Description of Contract: Date Started:

Date Completed: Contract Amount ($):

Name of Owner: Address of Owner: Name of Owner’s Primary Contact: Description of Contract: Date Started:

Date Completed: Contract Amount ($):

Name of Owner: Address of Owner: Name of Owner’s Primary Contact: Description of Contract: Date Started:

Date Completed: Contract Amount ($):

Name of Owner: Address of Owner: Name of Owner’s Primary Contact: Description of Contract: Date Started:

Date Completed: Contract Amount ($):

* 1. Has Bidder ever failed to complete any work awarded to it?

YES: NO . If YES, give name of owner, name of bonding company, and explain circumstances in detail:

* 1. Has the Bidder been or is Bidder currently involved in litigation pertaining to the completion of a contract or subcontract that was to be performed by Bidder? YES: NO If YES, please state the name of the case; docket number;

jurisdiction where the action is filed; and explain the nature of the proceeding and outcome.

* 1. Does the Bidder or any of its respective officers, employees and authorized representatives have a felony conviction?

YES: NO If YES, please state the name of the case; docket number; jurisdiction where the action is filed; and explain the nature of the proceeding and outcome.

1. Name of Bidder’s Bonding Company:

Address: Telephone #: E-mail Address:

1. List of Bidder’s properly licensed location(s) to be used for the performance of the Contract. Copies of all permits, licenses and governmental authorizations issued to the site shall be attached to this Statement and accompany Bidder’s Bid submission:

Name of Owner: Address of Owner: Telephone #: E-mail Address: License/Permit Number(s):

Name of Owner: Address of Owner: Telephone #: E-mail Address: License/Permit Number(s):

Name of Owner: Address of Owner: Telephone #: E-mail Address: License/Permit Number(s):

1. List of all licenses, permits, and similar authorizations issued by federal, state, and local government agencies to Bidder and all its subcontractors, which will be used in performing the obligations under the Contract. **Copies of all listed permits, licenses and governmental authorizations of the Bidder and its subcontractors shall be attached to this Statement and accompany Bidder’s Bid submission**:

Name of Issuing Authority: Address of Issuing Authority: Telephone #: E-mail Address: License/Permit/Authorization Number(s):

Name of Issuing Authority: Address of Issuing Authority: Telephone #: E-mail Address: License/Permit/Authorization Number(s):

Name of Issuing Authority: Address of Issuing Authority:

Telephone #: E-mail Address: License/Permit/Authorization Number(s):

Name of Issuing Authority: Address of Issuing Authority: Telephone #: E-mail Address: License/Permit/Authorization Number(s):

I HEREBY CERTIFY that the foregoing statements (and on any attached additional response pages) made by me are true. I acknowledge that if same are willfully false, I am subject to punishment pursuant to law.

BIDDER:

Bidder’s Representative’s Signature

Print Name: Print Title/Position: Date:

SUBSCRIBED AND SWORN TO BEFORE ME THIS DAY

 , 2023

Notary Public of

My Commission Expires: 20

**THE PARKING AUTHORITY OF THE CITY OF CAMDEN
REQUEST FOR PROPOSALS CHECK LIST**

**THIS CHECKLIST MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL PACKAGE. A SUBMISSION WITHOUT THE FOLLOWING DOCUMENTS IS CAUSE FOR REJECTION.**

Please initial indicating that your response includes the itemized document.

1. An original signed and digital copy of your complete proposal \_\_\_\_\_
2. Signed Proposal Form \_\_\_\_\_
3. Signed Appendix B, Disclosure Statement \_\_\_\_\_
4. Information re Statement of Ownership (See Appendix C) \_\_\_\_\_
5. Acknowledge Receipt of Mandatory Equal Employment Opportunity Statement \_\_\_\_\_
6. Equal Employment Opportunity Evidence (See Appendix D) \_\_\_\_\_
7. Signed and Notarized Appendix E, Non-Collusion Affidavit \_\_\_\_\_
8. Business Registration Certificate(s) \_\_\_\_\_
9. Insurance Certificate(s) \_\_\_\_\_
10. Bid Bond
11. Performance Bond

Note: N.J.S.A. 52:34-44 provides that the Parking Authority of the City of Camden shall not enter into a contract for goods or services unless the other party to the contract provides a copy of its business registration certificate and the business registration certificate of any subcontractors at the time that it submits its qualifications.

**APPENDIX B**

**DISCLOSURE STATEMENT**

N.J.S.A. 40A:9-22.1 et seq.

*(Must be completed for response to be accepted.)*

The attention of Respondents is drawn to the provision of the Local Government Ethics Law (N.J.S.A. 40A:9-22.1 et seq.) which prohibits a Municipal Officer or employee or member of his/her immediate family from having an interest in a business organization or engaging in any business, transaction, or professional activity, which is in substantial conflict with the proper discharge of his duties in the public interest.

In furtherance thereof, every Respondent must disclose below, being a Parking Authority Officer or City of Camden Employee or whether an immediate family member is a Parking Authority Officer or employee. If the Respondent is a business organization, then disclosure shall be made with respect to anyone having an interest in the business and their immediate family members.

Please answer the following:

Is the Respondent, or a member of the Respondent's immediate family, or anyone having an interest in the Respondent's business organization including their immediate family members, an officer or employee of Parking Authority or the City of Camden.

NO YES

If yes, provide the name of the individual and identify the position held, below, and notify, in writing:

Mr. Willie Hunter

Parking Authority of the City of Camden

10 Delaware Avenue

Camden, New Jersey 08103

(Note: All terms used herein are to be construed in accordance with their meaning under the local

Government Ethics Law cited above.)

Name of Respondent:
Authorized Signature:

Title:

Date:

**APPENDIX C**

**STATEMENT OF OWNERSHIP**N.J.S.A. 52:25-24.2

*(Must be completed for Response to RFP to be accepted.)*

N.J.S.A. 52:25-24.2 requires corporate and partnership Respondents for contracts with the Parking Authority to submit a statement setting forth the following:

1. The names and addresses of all stockholders of a corporate Respondent who own ten percent (10%) or more of its stock.
2. The names and addresses of all partners of a partnership Respondent who own ten percent (10%) or more of its partnership interests.
3. If one or more such stockholders of partners is itself a corporation or partnership, the names and addresses of all stockholders holding ten percent (10%) or more of that latter corporation's stock, or the names and addresses of all partners holding a ten percent (10%) or more interest in latter partnership.

In addition, the Parking Authority, in the event that a Respondent is a limited liability company,

requires that the Respondent must submit a statement setting forth the following: (i) the names and addresses of all members owning a ten percent (10%) or greater interest therein and, if any member of the limited liability company is a corporation or a partnership or a limited liability company, (ii) the company is a corporation or a partnership or a limited liability company, (iii) the names and addresses of the stockholders or partners or members holding a ten percent (10%) or greater interest in such corporation, partnership or limited liability company. The statement of such names and addresses must be submitted to accompany the Response.

**No Respondent will be qualified if there is a failure to comply with the requirements set forth above.**

LIST HERE (OR ATTACH) THE NAMES AND ADDRESSES REQUIRED, AS DISCUSSED ABOVE.

If not applicable, so certify.

**APPENDIX D**

**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**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

The contractor or subcontractor, where applicable, will not discriminate against any employee 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 take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this 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, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, 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 statues and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

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

**APPENDIX E**

**NON-COLLUSION AFFIDAVIT**

State of New Jersey

County of

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, residing in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (name of affiant) (name of municipality)

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

l am \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

 (title or position) (name of firm)

the bidder making this Proposal for the bid entitled \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

 (title of bid proposal)

and that I executed the said Proposal with full authority to do so and 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 said Proposal and in this affidavit are true and correct, and made with full knowledge that the Parking Authority of the City of Camden relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said 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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Type or print name of affiant)

Sworn and subscribed to me this \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

My commission expires \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Seal

**ACKNOWLEDGMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS**

# **PARKING AUTHORITY CITY OF CAMDEN**

Pursuant to N.J.S.A. 40A:11-23.1a., the undersigned bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications, or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision, or addendum. Note that the local unit’s record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid.

|  |  |  |
| --- | --- | --- |
|  **Local Unit Reference Number** **or Title of Addendum/Revision** | **How Received****(mail, fax,****pick-up, etc.)** | Date Received |
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**Acknowledgment by bidder:**

Name of Bidder:

By Authorized Representative:

Signature:

Printed Name and Title:

Date:

**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

PART 1: CERTIFICATION BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK EITHER BOX 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 EITHER BOX:

□ I certify, pursuant to Public Law 2012, c. 25, that neither the person/entity listed above nor any of the entity’s parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury’s list of entities determined 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

*OR*

□ I am unable to certify as above because I or the bidding entity 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 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.

PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, USE ADDITIONAL PAGES.

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

Relationship to Bidder/Vendor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

Bidder/Vendor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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 below-referenced person or entity. I acknowledge that PACC 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 contracts with PACC to notify PACC 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 agreements(s) with PACC and that PACC at its option may declare any contract(s) resulting from this certification void and unenforceable.

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

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

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

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

Bidder/Vendor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**DISCLOSURE OF INVESTMENT ACTIVITIES IN RUSSIA OR BELARUS**

PART 1: CERTIFICATION BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK EITHER BOX 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 EITHER BOX:

□ I certify, pursuant to Public Law 2012, c. 25, that neither the person/entity listed above nor any of the entity’s parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury’s list of entities determined 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

*OR*

□ I am unable to certify as above because I or the bidding entity 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 RUSSIA OR BELARUS

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

PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, USE ADDITIONAL PAGES.

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

Relationship to Bidder/Vendor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

Bidder/Vendor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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 below-referenced person or entity. I acknowledge that PACC 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 contracts with PACC to notify PACC 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 agreements(s) with PACC and that PACC at its option may declare any contract(s) resulting from this certification void and unenforceable.

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

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

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

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

Bidder/Vendor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**FORM OF PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENT, that we, the undersigned, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as Principal, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as Surety, are hereby held and firmly bound unto the PARKING AUTHORITY OF THE CITY OF CAMDEN, in the COUNTY OF CAMDEN, STATE OF NEW JERSEY, 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.

Signed this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2023.

The condition of the above obligation is such that whereas the Principal has submitted to the Parking Authority a certain Competitive Contracting Proposal, attached hereto and hereby made a part hereof to enter into a contract in writing for the:

NOW THEREFORE, If said Proposal shall be accepted and the Principal shall execute and deliver a Contract (properly completed in accordance with said Proposal) we as Surety shall furnish a bond for the Principal’s faithful performance of said contract, and for the payment of persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Proposal, then this obligation shall be void. Otherwise this Performance Bond shall remain in 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.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall in no way be impaired or affected by any extension of the time in which the PARKING AUTHORITY may accept such Proposals and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto 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.

DATED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Principal

DATED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Surety

**CONSENT OF SURETY**

A performance bond will be required from the successful Proposer on this project, and consequently, all Proposers shall submit, with their Competitive Contracting Proposal, a certificate in substantially the following form:

**TO: PARKING AUTHORITY OF THE CITY OF CAMDEN**

RE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Vendor)

 **TOW AND STORAGE SERVICES**

This is to certify that the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ will

(Surety Company)

provide to \_ a performance bond in the full amount

 (Vendor)

of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

in the event that said vendor is awarded a contract for the above project.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Authorized Agent of Surety Company)

CERTIFICATE OF SURETY MUST BE SIGNED BY AN AUTHORIZED AGENT OR REPRESENTATIVE OF A SURETY COMPANY AND NOT BY THE INDIVIDUAL OR COMPANY SUBMITTING THE PROPOSAL.