

Torres Rojas, Genara

FOI # 13234

From: mike@bergenbrookside.net
Sent: Wednesday, June 06, 2012 3:12 PM
To: Duffy, Daniel
Cc: Torres Rojas, Genara; Van Duyne, Sheree
Subject: Freedom of Information Online Request Form

Information:

First Name: Michael
Last Name: Salemme
Company: Bergen Brookside Towing, Inc.
Mailing Address 1: 83 Zabriskie Street
Mailing Address 2:
City: Hackensack
State: NJ
Zip Code: 07601
Email Address: mike@bergenbrookside.net
Phone: 2013428253
Required copies of the records: No

List of specific record(s):

Copy of Contract R14612 - Light and heavy duty towing and vehicle impound services at the Hudson River crossings, including bid price sheets, held by the current vendor.

THE PORT AUTHORITY OF NY & NJ

Daniel D. Duffy
FOI Administrator

August 8, 2012

Mr. Michael Salemme
Bergen Brookside Towing, Inc.
83 Zabriskie Street
Hackensack, NJ 07601

Re: Freedom of Information Reference No. 13234

Dear Mr. Salemme:

This is a response to your June 6, 2012 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code") for a copy of Contract No. R14612 - Light and Heavy Duty Towing and Vehicle Impound Services at the Hudson River Crossings, including the bid price sheets for the current vendor.

Material responsive to your request and available under the Code can be found on the Port Authority's website at <http://www.panynj.gov/corporate-information/foi/13234-C.pdf>. Paper copies of the available records are available upon request.

Certain material responsive to your request is exempt from disclosure pursuant to Exemption (1) of the Code.

Please refer to the above FOI reference number in any future correspondence relating to your request.

Very truly yours,



Daniel D. Duffy
FOI Administrator

225 Park Avenue South
New York, NY 10003
T: 212 435 3642 F: 212 435 7555



THE PORT AUTHORITY OF NY & NJ

*Lillian D. Valenti
Director, Procurement Department*

July 15, 2008

OVERNIGHT MAIL & FAX (201) 931-1179

John Tumino, President and CEO
Tumino's Towing, Inc.
37 Emerson Street
Ridgefield Park, NJ 07660

**RE: LIGHT AND HEAVY DUTY TOWING AND VEHICLE IMPOUND
SERVICES AT THE HUDSON RIVER CROSSINGS; PROPOSAL # 14612;
CONTRACT #R14612**

Dear Mr. Tumino:

The Port Authority of New York and New Jersey ("The Port Authority" or "the Authority") hereby offers to enter into an agreement, as hereinafter set forth ("the Agreement") with Tumino's Towing, Inc., ("the Contractor") for the performance of the above-referenced services.

The Agreement between the parties shall consist of the following, stated in order of precedence in case of conflict or inconsistency:

1. this Letter of Acceptance.
2. the Contractor's response to the Port Authority's Request for Clarification and Best and Final Offer dated April 2, 2008.
3. the following sections of the Contractor's Proposal dated January 23, 2008: Letter of Transmittal and Executive Summary; Exhibit A – Rate Proposal Sheet; Exhibit B – Mileage Sheet; Exhibit D – Acceptable Modes of Payment Sheet; Exhibit E – Towing/Recovery Key Quality Factors Statement; Tumino's Towing, Inc., Employee List and Years of Experience; Driver's Vehicle Inspection Report, Background Check Plan; Call-In Service Logs; Exhibit G – Towing/Recovery Equipment Inventory; Exhibit H – Impound Facilities; Exhibit I – Exceptions; M/WBE Participation Plan; Letter dated January 25, 2008 identifying heavy duty recoveries.

*1 Madison Avenue, 7th Floor
New York, NY 10010
T: 212 435 8427*

4. the Port Authority's Request for Proposal (RFP) entitled "Light and Heavy Duty Towing and Vehicle Impound Services at the Hudson River Crossings" and Addenda #1, #2, and #3, thereto issued by the Port Authority.

This Agreement shall be in effect for a two (2) year period commencing on August 1, 2008 and terminating on July 31, 2010 subject to earlier termination or extension as provided in the Agreement. For administrative purposes, this Agreement will be assignment Contract #R14612.

If you are in agreement with the above, please indicate such agreement by signing the duplicate originals of this Letter of Acceptance below and returning both to the attention of Kathy Leslie Whelan, One Madison Ave, 7th Floor, New York, NY 10010. A copy is enclosed for your records.

Very truly yours,

The Port Authority of New York & New Jersey

By: Jane Peterbo *approved*
Title: Director of Procurement Department
Date: 7-17-08

Agreed:
Tumino's Towing, Inc. John Tumino

By: [Signature]
Title: President
Date: July 17, 2008



April 1, 2008

OVERNIGHT MAIL -
VIA EMAIL john@tumlnotowing.com

Tumino's Towing, Inc
37 Emerson Street
Ridgefield Park, NJ 07660
ATTN: John Tumino

04-01-08P12127 RCVD

**RE: LIGHT AND HEAVY DUTY TOWING AND VEHICLE IMPOUND SERVICES
AT THE HUDSON RIVER CROSSINGS - PROPOSAL #14612; REQUEST FOR
CLARIFICATION AND BEST AND FINAL OFFER (BAFO)**

Dear Mr. Tumino:

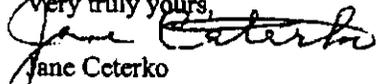
Thank you for submitting your proposal for the above referenced proposal. As we are still evaluating your proposal, the following items need to be addressed in writing. Your response to these issues will help make a determination on our evaluation of your proposal.

1. Provide us with a rate under Extended and Complicated Work on item #2 Cargo Recovery and item #5 Cargo Transfer Service.
2. Which impound lot location will be used for this contract since the requirement is for one location?
3. Why are CDL Endorsements not required for drivers? Proposal indicates that some drivers have them.
4. On your cost proposal under Service Charges, All Vehicles, you have entered \$0 for tire services. Is it your intent to not charge the patron utilizing your services?
5. Describe your requirements for CDL Endorsements.
6. Describe your programs and procedures for maintaining Medicals and Endorsements.
7. How do you monitor response and clear times for customer calls? What decisions does this information drive?
8. Describe your company drug-testing program.
9. Describe your Management Information System information/details that assurances that accurate data is maintained and that accurate revenue information can be provided to the PA.
10. How do you price out a recovery incident? In looking at their invoices, there are different prices for the same piece of equipment at a different scene.

Also, please submit your Best and Final Offer to the above referenced RFP.

Offer any cost reductions and enhanced services to the Port Authority without reducing any levels in performance or services outlined in your proposal.

Your response to the above should be submitted in the enclosed envelope to the attention of the RFP Custodian by 12:00 Noon on Friday, April 4, 2008. If you have any questions please contact Kathy Leslie Whelan at (212) 435-3929.

Very truly yours,

Jane Ceterko
Manager
Purchasing Services

31-03-08P12:27 RCVD

Tumino's Towing

AND
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◆
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ELIZABETH, NJ 07201

◆
765 RANCOGAS ROAD
WESTAMPTON, NJ 08060

April 2, 2008

The Port Authority of NY & NJ
One Madison Ave. 7th Floor

New York, N.Y. 10010

Attn: Jane Ceterko, Manager, Purchasing Services

Dear Ms. Ceterko:

This is in response to your letter dated April 1, 2008 requesting answers to questions about RFP # 14612 submitted by Tumino's Towing, Inc.

Question 1) Provide us with a rate under Entended and Complicated Work on item # 2 Cargo Recovery and item # 5 Cargo Transfer Service.

Answer) The reason that we did not price these two items is because we felt that we addressed the pricing on our "Additional Services List" but for each item we will charge \$75.00 per hour.

Question 2) Which impound lot will be used for this contract since the requirement is for one location?

Answer) We will be using our main facility at 37 Emerson Street, Ridgefield Park, N.J. 07660.

Question 3) Why are CDL Endorsements not required for drivers?
Proposal indicates that some drivers have them.

Answer) Federal law requires that drivers of vehicles 26,000 lbs. or more have CDL licenses. All of our drivers that drive vehicles over this weight have CDL licenses. Drivers of smaller trucks are not required to have a CDL license.

3-14-08 P12:17 ACVD

Tumino's Towing

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ELIZABETH, NJ 07201



765 RANOCAS ROAD
WESTAMPTON, NJ 08060

Question 4) On your cost proposal under Service Charges, All Vehicles, you have entered \$0 for tire services. Is it your intent to not charge the patron utilizing your services.

Answer) No, that was not the intent. We entered a price of \$25.00 under item # 2 "Removing each flat tire and replacing each with spare tire." On the items that we entered \$0, we understand to be if the job is subcontracted out and we will not charge for these standby items.

Question 5) Describe your requirements for CDL endorsements.

Answer) We require any driver of a vehicle of 26,000 lbs. or more to possess a CDL license in accordance with federal law.

Question 6) Describe your programs and procedures for maintaining Medicals and Endorsements.

Answer) We contract with an outside company, National Safety Compliance which ensures that all Medicals and licenses are up to date. They also check driving records annually. Our insurance company also checks driving records annually.

Question 7) How do you monitor response and clear times for customer calls? What decisions does this information drive?

Answer) We have a state of the art computer system that updates times for all drivers as well as GPS systems in our trucks that enable our dispatchers to know exactly where all of our trucks are at any given time. This enables us to dispatch the closest appropriate truck to the scene of any call. Of course, priority is always given to law enforcement calls like the Port Authority.

201-931-1190

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Question 8) Describe your company drug-testing program.

Answer) As per federal law, all CDL drivers are drug tested, pre-employment and then are randomly tested quarterly. This is administrated by an outside company, National Safety Compliance.

Question 9) Describe your Management Information System information/details that assurances that accurate data is maintained and that accurate revenue information can be provided to the PA.

Answer) We have a state of the art computer system that can print a variety of reports. A sample of a revenue report is in Section 3 of our RFP and also enclosed with this letter. Our reports can be customized to include whatever information is needed and e-mailed or faxed daily, weekly, or whenever required. In addition, we can provide direct Web access to Port Authority authorized personnel that can view every Port Authority call.

Question 10) How do you price out a recovery incident? In looking at their invoices, there are different prices for the same piece of equipment at a different scene.

Answer) Recovery incidents vary widely, depending on the scene, time, and circumstances. Pricing is determined by many

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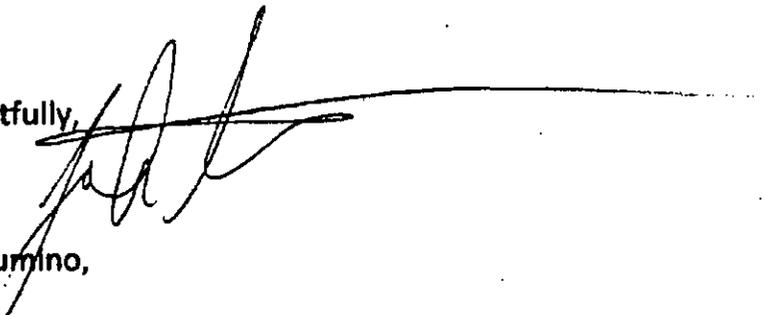


785 RANCOCAS ROAD
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different circumstances such as if the call came from a law enforcement agency or a commercial customer. All law enforcement agencies allow for different rates for different pieces of equipment. This is all established by the contracts that we have with each.

Tumino's Towing prides itself on its reputation and, as such, we feel we have priced our services to reflect the actual costs of doing business in the New York-New Jersey metropolitan area that will allow us to stay competitive and still provide the level of service and response times necessary in our business. After many years, we are excited about the possibility of demonstrating to the Port Authority what a well run organization we are.

Respectfully,


John Tumino,

President, Tumino's Towing, Inc.

201-931-1190 RLVJ

Tumino's Towing

Call Log Listing

Printed: 01-Feb-2008

Call Date from 01-Nov-2007 12:00 AM to 30-Nov-2007 11:59 PM

Date	Call #	Invoice #	Customer	Location	Destination	Vehicle	Driver	Amount
23-Nov-2007	82	345526	PALISADES PARK POLICE	47 HENRY AVE	SHOP, 37 EMERSON ST, R	1999 Chrysler SEBRING	CARPINELLI, JOHN	125.00
24-Nov-2007	5	345543	PALISADES PARK POLICE	227 5th St	SHOP, 37 EMERSON ST, R	2007 Lexus IS 250 Base	GIBNEY, MICHAEL	162.50
24-Nov-2007	10		PALISADES PARK POLICE	COMMERCE AND UNION	SHOP, 37 EMERSON ST, R	1995 Toyota 4 RUNNER	DAVID, NELSON	1,981.50
24-Nov-2007	11	347908	PALISADES PARK POLICE	335 HILLSIDE AVE, PALIS	SHOP, 37 EMERSON ST, R	2001 Toyota Corolla Base/Charger	LAMONICA, SANTO	120.25
24-Nov-2007	22	345540	PALISADES PARK POLICE	BERGEN BLVD & ART LAN	ENGLEWOOD, NJ		LAMONICA, SANTO	150.00
24-Nov-2007	24	345552	PALISADES PARK POLICE	34 EAST EDSAL BLVD, PAL	SHOP, 37 EMERSON ST, R	2003 Ma	LAMONICA, SANTO	157.74
25-Nov-2007	13	346507	PALISADES PARK POLICE	3RD & CENTRAL	SHOP, 37 EMERSON ST, R	1998 Acura TI	LAMONICA, SANTO	411.50
25-Nov-2007	20	345594	PALISADES PARK POLICE	34 W RUBY	SHOP, 37 EMERSON ST, R	1995 GMC Jimmy Base/S	PARIS, COSMO	261.50
25-Nov-2007	33	347515	PALISADES PARK POLICE	6th /E. Homestead	SHOP, 37 EMERSON ST, R	2003 Chrysler 300M Base	LAMONICA, SANTO	736.50
25-Nov-2007	34	346490	PALISADES PARK POLICE	6th /E. Homestead	SHOP, 37 EMERSON ST, R	2004 Dodge Ram Pickup 1	ARCELLA, ALVARO	436.50
26-Nov-2007	81	346938	PALISADES PARK POLICE	Central And Highland St Pa	SHOP, 37 EMERSON ST, R	2002 Chrysler Sebring GTC	ARTHUR, MIKE	686.50
26-Nov-2007	86	350688,35069	PALISADES PARK POLICE	ROFF AVE AND EDSAL AV	SHOP, 37 EMERSON ST, R	1997 Toyota Camry XLE	SWISTON, DAVE	1,346.10
27-Nov-2007	12	346581	PALISADES PARK POLICE	BROAD AND WEST EDSAL I	SHOP, 37 EMERSON ST, R	2008 Saturn Aura Xe Seda	ARTHUR, MIKE	376.73
27-Nov-2007	45	345748	PALISADES PARK POLICE	Bergen Bnd And Northwoo	SHOP, 37 EMERSON ST, R	2005 Toyota Corolla Base/	COOKE, STEVE	135.50
27-Nov-2007	82		PALISADES PARK POLICE	465 4th St Palisade Park	SHOP, 37 EMERSON ST, R	2000 Hyundai Accent GS	LAMONICA, SANTO	1,881.50
27-Nov-2007	98	345954	PALISADES PARK POLICE	33 E HARWOOD TERR	SHOP, 37 EMERSON ST, R	2003 Jaguar X-Type 2.5	GIBNEY, MICHAEL	381.50
27-Nov-2007	99	345994	PALISADES PARK POLICE	33 E HARWOOD TERR	SHOP, 37 EMERSON ST, R	2006 Acura MDX Touring	DAVID, NELSON	311.50
28-Nov-2007	88	345988	PALISADES PARK POLICE	404 Broad Ave	SHOP, 37 EMERSON ST, R	Honda Civic	NEVE, GEORGE	376.38
29-Nov-2007	15	346031	PALISADES PARK POLICE	Grantwood Blvd By Route 5	SHOP, 37 EMERSON ST, R	1998 Ford Van	ARTHUR, MIKE	186.50
29-Nov-2007	16	346022	PALISADES PARK POLICE	Grantwood Blvd By Route 5	SHOP, 37 EMERSON ST, R	1998 Ford Van	PARIS, COSMO	161.50
29-Nov-2007	47	345947-R	PALISADES PARK POLICE	SHOP, 37 EMERSON ST, R	BENS A/B 309 BELMONT A	2003 Jaguar X-Type 2.5	CHABERSKI, TYLER	0.00
29-Nov-2007	57	345963	PALISADES PARK POLICE	SHOPROUTE	SHOP, 37 EMERSON ST, R	Hyundai	PARIS, COSMO	65.00
29-Nov-2007	75	345977-R	PALISADES PARK POLICE	SHOP, 37 EMERSON ST, R	LOTTO A/B 148 ROOSEVEL	2006 Acura MDX Touring	ARTHUR, MIKE	0.00
29-Nov-2007	86	345988-R	PALISADES PARK POLICE	SHOP, 37 EMERSON ST, R	PALISADES PARK	Honda Civic	PARIS, COSMO	0.00
30-Nov-2007	14	346049	PALISADES PARK POLICE	Rt 46 East Last Gas Stati	SHOP, 37 EMERSON ST, R	2000 Dodge RAM	PARIS, COSMO	261.50
30-Nov-2007	19	346047	PALISADES PARK POLICE	46 EAST BOUND RAMP TO	SHOP, 37 EMERSON ST, R	2000 Ford Econoline Cargo	PARIS, COSMO	474.90
30-Nov-2007	24	346047-R	PALISADES PARK POLICE	SHOP, 37 EMERSON ST, R	NORTH BRUNSWICK	2000 Ford Econoline Cargo	ARTHUR, MIKE	0.00
30-Nov-2007	30	346049-R	PALISADES PARK POLICE	SHOP, 37 EMERSON ST, R	KEARNY	2000 Dodge RAM	QUILES, ROBERTO	0.00

Total Calls: 110
 Net Amount: 32,057.02
 Sales Tax: 1,446.66

Total Amount: 33,503.68



Letter of Transmittal

John Tumino
PRESIDENT

201-931-1190
FAX 201-641-8830

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January 23, 2008

Port Authority of NY & NJ

One Madison Ave. 7th Floor

New York, N.Y. 10010

This letter is from Tumino's Towing, Inc., a New Jersey Corporation to inform you that we are submitting our proposal for RFP # 14612.

Tumino's Towing, Inc. has been incorporated since 1982 and we feel that we are more than qualified to perform Light and Heavy Duty Towing and Storage at the Hudson River Crossings as a single entity due to our 25 years of experience and our extensive fleet of equipment which includes 16 Heavy Duty Wreckers, 4 Tractor-Trailers, 14 Flatbeds, 7 Light and Medium Duty Wreckers, and 4 Fully-Equipped Road Service Vehicles.

Tumino's Towing has and currently performs similar work for numerous agencies which include the New Jersey Turnpike, the Garden State Parkway, the New Jersey State Police and many local police departments. From our locations in Ridgefield Park, N.J. and Elizabeth, N.J., Tumino's feels that our response times to the Hudson River Crossings will be far and away better than that of our competitors that would service the three crossings from a single location.

Our equipment operators are among the finest in the State of New Jersey and all driving records are monitored as well as background checks performed and random drug testing done by a third party provider. They attend regular training sessions and classes. Tumino's has three TRAA Level 3 Certified Heavy Recovery Specialists.



John Tumino
PRESIDENT

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Our fully computerized dispatch center is manned 24 hours per day, every day and our GPS system in the vehicles enables us to route the closest vehicle to any call. Of course, priority is given to law enforcement and agency calls.

The sole owner and President of Tumino's Towing, Inc. is John Tumino (Ex. 1) Mr. Tumino is authorized to negotiate and execute any contracts that may arise due to the submittal of this RFP.

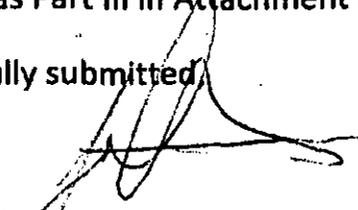
Contact person for any questions and/or issues related to this RFP is Larry LaManna, Operations Manager (201)931-1190 x29.

Tumino's Towing, Inc. does not intend to sub-contract any of the work required by this RFP.

Enclosed please find our response to the RFP with all of the necessary information for you to get a closer look at Tumino's Towing operations.

By signing this Letter of Transmittal, Tumino's Towing, Inc. and John Tumino certify that they meet the Contractor's Integrity Provisions included as Part III in Attachment C of the RFP.

Respectfully submitted,


John Tumino,
President, Tumino's Towing, Inc.

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John Tumino
PRESIDENT

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January 23, 2008

Port Authority of NY & NJ

One Madison Ave. 7th Floor

New York, N.Y. 10010

Re

This letter is from Tumino's Towing, Inc., a New Jersey Corporation .

The names of the officers of the company are as follows;

John Tumino, (Ex. 1)

(201)225-1532 President, 100% Owner, and sole corporate officer.

The copy of the Certificate of Incorporation attached is a true copy of

The Certificate of Incorporation signed on 22 June, 1982.

John Tumino,

President and Secretary



John Tumino
PRESIDENT

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Executive Summary

January 23, 2008

Port Authority of NY & NJ

One Madison Ave.

New York, N.Y. 10010

Re: RFP # 14612

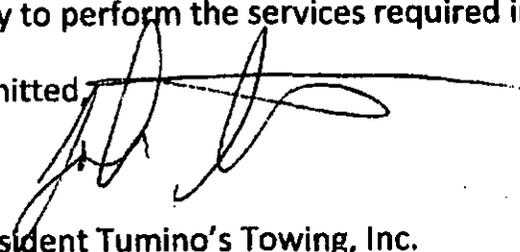
This summary includes evidence of Tumino's Towing, Inc. competencies and expertise in the Towing and Storage of vehicles as described in the RFP.

Our proposal includes but is not limited to the following;

- Cost and payment information
- Quantity and Quality of our equipment
- Financial information
- Insurance information
- Tow operator information (Driver list and certifications)
- Storage locations including Description, Photos, and Zoning.
- Listing of references for current towing and storage contracts

Please feel free to request any additional information that you feel may be required to determine that Tumino's Towing, Inc. is the most qualified company to perform the services required in RFP #v 14612.

Respectfully submitted,


John Tumino, President Tumino's Towing, Inc.



THE PORT AUTHORITY OF NY & NJ

**THE PORT AUTHORITY OF NEW YORK & NEW JERSEY
PURCHASING SERVICES DIVISION
ONE MADISON AVENUE 7TH FL.
NEW YORK, NY 10010**

Date 12/6/07

ADDENDUM #1

To prospective bidders/proposers on bid/RFP # 14612 for Light and Heavy Duty Towing and Vehicle Impound Services at the Hudson River Crossings

Due back on January 29, 2008, no later than 2:00 PM

Originally due on _____, no later than _____

The following changes are hereby made in the documents:

- A. Page 2 of Table of Contents
Change "Attachment E" to "Attachment D"
Change "Attachment F" to "Attachment E"
Exhibit C, Delete the title "Hypothetical Annual Gross Receipts and Basic Percentage Fee Sheet" and replace with "Reserved"
- B. Attachment E, EXHIBITS, located after the Standard Terms and Conditions, Add the following:
"Exhibit H - Impound Facility (ies)"
"Exhibit I - Exceptions"
"Exhibit J - M/WBE Participation Plan"
- C. See attached labeled Exhibit J - "Procurement M/WBE Participation Plan". This form should be submitted with your proposal.

This communication should be initialed by you and annexed to your bid/proposal upon submission.

In case any bidder/proposer fails to conform to these instructions, its bid/proposal will nevertheless be construed as though this communication had been so physically annexed and initialed.

THE PORT AUTHORITY OF NY & NJ

PS11A11

JANE CETERKO, MANAGER
PURCHASING SERVICES DIVISION

BIDDER'S/PROPOSER'S FIRM NAME: Turnino's Towing, Inc.

INITIALED: J [Signature]

DATE: 1-23-08

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO
KATHY LESLIE WHELAN, WHO CAN BE REACHED AT (212) 435-3929.



THE PORT AUTHORITY OF NY & NJ

**THE PORT AUTHORITY OF NEW YORK & NEW JERSEY
PURCHASING SERVICES DIVISION
ONE MADISON AVENUE 7TH FL.
NEW YORK, NY 10010**

Date 1/28/8

ADDENDUM #2

To prospective bidders/proposers on bid/RFP # 14612 for Light and Heavy Duty Towing and Vehicle Impound Services at the Hudson River Crossings

Due back on February 4, 2008, no later than 2:00 PM

Originally due on January 29, 2008, no later than 2:00 PM

The following changes are hereby made in the documents:

A. This proposal is postponed until Monday, February 4, 2008 no later than 2:00 PM.

This communication should be initialed by you and annexed to your bid/proposal upon submission.

In case any bidder/proposer fails to conform to these instructions, its bid/proposal will nevertheless be construed as though this communication had been so physically annexed and initialed.

THE PORT AUTHORITY OF NY & NJ

JANE CETERKO, MANAGER
PURCHASING SERVICES DIVISION

BIDDER'S/PROPOSER'S FIRM NAME: Tumino's Towing, Inc

INITIALED: [Signature]

DATE: 1-29-08

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO
KATHY LESLIE WHELAN, WHO CAN BE REACHED AT (212) 435-3929.

PS11AH



THE PORT AUTHORITY OF NY & NJ

**THE PORT AUTHORITY OF NEW YORK & NEW JERSEY
PURCHASING SERVICES DIVISION
ONE MADISON AVENUE 7TH FL.
NEW YORK, NY 10010**

Date 1/29/8

ADDENDUM #3

To prospective bidders/proposers on bid/RFP # 14612 for Light and Heavy Duty Towing and Vehicle Impound Services at the Hudson River Crossings

Due back on February 4, 2008, no later than 2:00 PM.

Originally due on January 29, 2008, no later than 2:00 PM

The following changes are hereby made in the documents:

A. Page 11 of Information for Proposers, Section 6. M/WBE Subcontracting Provisions, third paragraph, lines two and three, delete the words "...to include 12% participation by MBE's and 5% of the total Contract price for participation by WBE's..." and replace with "...to provide for meaningful participation by Port Authority certified M/WBEs as defined in this document."

B. Page 22 of Attachment B, Contract Specific Terms and Conditions, Part I, Section 3. OPTION/ESCALATION, Delete this paragraph in its entirety and replace with:

OPTIONS/ESCALATION

Should the Authority elect to exercise the option(s) to extend this Contract pursuant to the clause of the Form of Contract entitled "Duration," the Unit Prices quoted by the Contractor and the maximum rates may be adjusted. The percentage fee payable to the Port Authority shall not be adjusted during any option period. However, the percentage fee shall be applied to the CPI adjusted maximum rates.

To adjust these prices, within 10 days of the Port Authority's notice that the contract is to be extended, the contractor must request such adjustment(s) in writing to the rates established in Exhibit A - Rate Proposal Sheet. All such adjustment(s) will be calculated using the Consumer Price Index for urban customers (CPI-U); Series ID: CUURA101SA0L2; Not Seasonally Adjusted; selected areas, all items index, New York, New Jersey, Long Island, (NY-NJ-CT-PA) area; all items less shelter; 1982-1984 = 100, published by the Bureau of Labor

PS11All

Statistics of the United States Department of Labor, hereinafter called the "Price Index".

For the First Option Period, the Price Index shall be determined for the months of January 2008 and January 2009. The unit prices quoted by the Contractor and the maximum rates shall be multiplied by a fraction the numerator of which is the Price Index for 2009 and the denominator of which is the Price Index for 2008. The resulting product shall be the unit prices and the maximum rates effective in the First Option Period.

For the Second Option Period, the Price Index shall be determined for the months of January 2009 and January 2010. The unit prices in effect in the First Option Period and the maximum rates shall be multiplied by a fraction the numerator of which is the Price Index for 2010 and the denominator of which is the Price Index for 2009. The resulting product shall be the unit prices and the maximum rates effective in the Second Option Period.

Within thirty (30) days following its receipt of the foregoing submission of the price adjustment request, the Port Authority shall have the right, in its sole discretion, to accept or reject the requested price changes and withdraw its offer to extend the contract. The acceptance or rejection of the vendor's request for price changes shall be in writing. In the event the request for price increase(s) is rejected, the Port Authority shall retain the right to extend the contract by 120 days at the established rates."

- C. Page 26 of Attachment B, Contract Specific Terms and Conditions, Part I, Section 5, FEES, paragraph (a), (ii), first line: Add the words "...with copies of all individual invoices for the corresponding month..." between the words "gross Receipts...." and "...shall be reported..."
- D. Page 36 of Attachment B, Contract Specific Terms and Conditions, Part I, Section 6, Storage Facility, paragraph B. Add the following to this paragraph "All vehicles being stored under this Contract shall be stored in one general location at the storage facility."
- E. Page 36 of Attachment B, Contract Specific Terms and Conditions, Part I, Section 6, Storage Facility, paragraph C, last line: delete this sentence in its entirety, "The indoor facility may not be located on the premises of another business and must be located inside the physical plant of the Contractor's business." Replace with "The indoor storage facility is limited to one location and must be located within 25 miles of the physical plant of the Contractor's business. This 'off-site' location, when not staffed, must be protected with an alarm system, guard dog, or approved equal."

F. Page 42 of Attachment B, Contract Specific Terms and Conditions, Part II, Section 8. General, paragraph A. Delete this paragraph in its entirety and replace with:

“The Contractor shall provide the owner/customer with a Rate Sheet listing all rates as quoted herein. All Contractors must accept cash, Visa, MasterCard, AmericanExpress, debit cards and certified checks. These forms of payment for towing services must be available 24 hours a day.”

G. Page 42 of Attachment B, Contract Specific Terms and Conditions, Part II, Section 8. General, paragraph B. Delete this paragraph in its entirety and replace with:

“All toll charges while towing the vehicle shall be in addition to the prices quoted by the Contractor. Toll charges shall be the responsibility of the patron.”

H. Page 42 of Attachment B, Contract Specific Terms and Conditions, Part II, Section 8. General, Add the following paragraph:

“(H) The Contractor shall provide a triplicate invoice. One copy of this invoice shall be provided to the Patron, the second copy shall be submitted to the Port Authority as specified in Part 1, Section 5. (ii) and the final copy shall be the Contractor’s receipt. The invoices shall be based on a template provided to the awarded Contractor by the Port Authority. This template will list all agreed upon proposed rates.”

I. The following items will be deleted in their entirety and replaced with the attached labeled “Revised January 23, 2008”

- 1. Attachment D – Maximum Rate and Service Charges**
- 2. Exhibit A – Proposal Sheet**
- 3. Exhibit B – Mileage Sheet**

QUESTIONS & ANSWERS

The following information is made available in response to questions submitted by Proposers to the Port Authority. It addresses only those questions, which the Port Authority of NY & NJ has deemed to require additional information and /or clarification. The fact that information has not been supplied with respect to any questions asked by a proposer does not mean or imply, nor should it be deemed to have any meaning, construction or implication with respect to the terms and provisions of the RFP which will be construed without reference to such questions.

Question # 1

Services provided to customers after being towed to our lot that may or may not be related to the tow, is that part of our gross receipts reported to the PA? For instance, if we tow in a heavy duty truck that requires body work that we end up doing as the result of a collision he was in which disabled his vehicle, is that reportable to you as gross receipts and somehow included on our rate sheet?

Answer:

Gross receipts are defined as work defined in Attachment B. All other services negotiated with the patron that is outside of the services shall not be considered as part of reportable gross receipts and is not included to the fee due the Port Authority.

Question # 2

We are questioning the rates for towing vehicles further then the distances back to our impound lot. So if the distance to our lot is five miles and the customer wants to be towed 100 miles away, is the rate per our bid schedule or is it negotiable with the customer for that part of the tow over five miles? How does toll charges on long tows affect our rate? Will we be able to charge tolls for outside the immediate area? Suppose the customer wants to go the length of the turnpike with a heavy duty. That's a significant number for us to eat in a rate per mile.

Answer:

Refer to Attachment D labeled "Revised January 23, 2008".

Question # 3

Can we assume that on page #9 the financial statement request as stated in A. (1), (2) and (3) is applicable and that D. on the same page is redundant?

Answer:

The language stands as is.

Question # 4

If we, ourselves, are printing up our own Port Authority invoices based on your provided template, how will the numbering system be accomplished? In other words will you be providing the numbering system to start with etc or do we use our own?

Answer:

The Port Authority will provide a template, which includes a numbering system.

Question # 5

What is the Port Authority's position on the Predatory Tow Act?

Answer:

Contractors are expected to comply with all laws, regulations and rules of New York and New Jersey.

Question # 6

What is the contractor to do with perishables/cargo/hazmat? How is it paid for, etc (examples: refrigeration, garbage trucks become combustible after so many days, used oil and gas from abandoned cars)?

Answer:

Any questions pertaining to this issue are to be resolved between the Contractor and patron unless otherwise directed by the Port Authority police.

Question # 7

What happens when totaled vehicles are not claimed?

Answer:

Refer to page 23 of Attachment B, Section 4.A), paragraph 2.

Question # 8

Towers are required to release vehicles to lien holders for no fee. What do we do with lien searches?

Answer:

This is the Contractor's financial responsibility. Refer to page 23 of Attachment B, Section 4.A), paragraph 2.

Question # 9

Clarify what happens when the Contractor is asked to report to some site other than the Port Authority. How is the Contractor paid or how does the Contractor charge? Example - recovery of a truck somewhere in the Bronx that had been stolen from a marine terminal in NJ.

Answer:

This is considered outside the scope of this Contract. The Port Authority will handle this service under a separate Contract.

Question # 10

On what do we base our M/WBE 12% or 5% participation?

Answer:

Refer to Letter B above. The Port Authority's overall agency goals are 12% MBE, 5% WBE. However, we realize it is not feasible to calculate a percentage based on total Contract price in this instance. We do require a good faith effort where the Contractor can identify opportunities where they may utilize M/WBE firms. You should include an anticipated dollar amount and identify the M/WBE Port Authority certified firms with the corresponding services or goods that they perform or supply.

This communication should be initialed by you and annexed to your bid/proposal upon submission.

In case any bidder/proposer fails to conform to these instructions, its bid/proposal will nevertheless be construed as though this communication had been so physically annexed and initialed.

THE PORT AUTHORITY OF NY & NJ

JANE CETERKO, MANAGER
PURCHASING SERVICES DIVISION

BIDDER'S/PROPOSER'S FIRM NAME: Tumico's Towing, Inc.

INITIALED: JT

DATE: 1-30-08

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO
KATHY LESLIE WHELAN, WHO CAN BE REACHED AT (212) 435-3929.

Revised January 23, 2008

Exhibit A
PORT AUTHORITY OF NEW YORK AND NEW JERSEY -RATE
PROPOSAL SHEET

Name of Proposer: Tumino's Towing, Inc.

On a separate sheet, the proposer must list and provide rates for all other services not identified below. Proposed rates shall not exceed maximum rates shown.

The proposed rates must be provided to each person/patron using the services at the PANYNJ facilities. The sheet must provide a plainly visible statement so that if the patron was charged in excess of these rates, or wishes to register a complaint regarding pricing or quality of service that they may contact the PANYNJ directly with a name, email, mailing address, and phone number of the individual to contact.

If the proposed rates are lower than the maximum rates, the Contractor shall be obliged to compensate the Port Authority at the percentage fee due based on the maximum rates specified as may be adjusted during any option period exercised.

Towing Rates

A. Type I: Passenger Vehicle up to 4,500 lbs. (Motorcycles, Cars, SUV's, Mini-vans)

	<u>Maximum</u>	<u>Proposed</u>
1. Preparation, hoist and tow, including first mile or fraction thereof....	\$70.00	\$ <u>70⁰⁰</u>
2. Each additional mile or part thereof. (max of 25 miles).....	\$4.00	\$ <u>4⁰⁰</u>
3. Storage		
(i) For each of the first three days.....	\$15.00	\$ <u>15⁰⁰</u>
(ii) Fourth day and thereafter.....	\$17.00	\$ <u>17⁰⁰</u>

B. Type II: Any vehicle with a maximum weight between 4,500 lbs. and 10,000 lbs.

	<u>Maximum</u>	<u>Proposed</u>
1. Preparation, hoist and tow, including first mile or fraction thereof....	\$125.00	\$ <u>125⁰⁰</u>
2. Each additional mile or part thereof (max of 25	\$5.00	\$ <u>5⁰⁰</u>

miles).....

3. Storage (per 24 hours)..... \$35.00 \$35.00

C. Type III: Any two-axle truck or bus with a maximum weight between 10,000 lbs. and 26,000 lbs.

	<u>Maximum</u>	<u>Proposed</u>
1. Preparation, hoist and tow, including first mile or fraction thereof....	\$250.00	<u>\$250.00</u>
2. Each additional mile or part thereof (max of 25 miles).....	\$10.00	<u>\$10.00</u>
3. Use of under-lift.....	\$50.00	<u>\$50.00</u>
4. Storage (per 24 hours).....	\$50.00	<u>\$50.00</u>

D. Type IV: Any truck, bus or tractor trailer with a maximum weight above 26,000 lbs or more than 2 axles.

	<u>Maximum</u>	<u>Proposed</u>
1. Preparation, hoist and tow, including first mile or fraction thereof....	\$300.00	<u>\$300.00</u>
2. Each additional mile or part thereof (max of 25 miles).....	\$10.00	<u>\$10.00</u>
3. Use of under-lift.....	\$100.00	<u>\$100.00</u>
4. Storage (per 24 hours)		
(i)		
Tractor.....	\$50.00	<u>\$50.00</u>
(ii) Bus or		
Trailer.....	\$75.00	<u>\$75.00</u>

Service Charges (All Vehicles)

	<u>Maximum</u>	<u>Proposed</u>
1. Gasoline delivery, not including cost of gas	\$25.00	<u>\$25.00</u>

.....		
2. Removing each flat tire and replacing each with spare tire		\$ <u>25.00</u>
.....	\$25.00	
3. Battery charge		\$ <u>25.00</u>
.....	\$25.00	
4. Forklift with driver per		\$ <u>75.00</u>
hour.....	\$225.00	
5. Tire Service		
(i) On-road (per		\$ <u>0</u>
hour).....	\$100.00	
(ii) Off-road (one-time		\$ <u>0</u>
charge).....	\$55.00	

Extended and Complicated Work On Scene

	<u>Maximum</u>	<u>Proposed</u>
1. Recovery (overturned, off-road embankment)(per hour, per person)	\$50.00	\$ <u>50.00</u>
2. Cargo recovery.....	N/A	\$ _____
3. Tractor service (per hour).....	\$250.00	\$ <u>125.00</u>
4. Tractor trailer service (per hour).....	\$250.00	\$ <u>125.00</u>
5. Cargo transfer service.....	N/A	\$ _____
6. Crane service (per hour).....	\$350.00	\$ <u>150.00</u>
7. Cleanup (per hour).....	\$50.00	\$ <u>50.00</u>

*For the definition of each service, refer to **Specific Definitions** in Attachment B, Part II.

Percentage Fee Due to the Port Authority for Referring the Services Provided for Under this Contract 7.5 %

Tumino's Towing

Additional Services List

Description	Code	Inc.	Measure	Tax.
40 TON ROTATOR	4TR	500.00	hours	No
60 TON ROTATOR	60 ROTAT	600.00	hours	No
AIR CUSHION RECOVERY	AIR CUS	500.00	hours	Yes
COLLISION WRAP	CW	50.00		Yes
CONTAINER	CONTAINER	100.00		No
DETATCH TRAILER-50TON	DET	200.00	hours	No
FRONT END LOADER	FEL	400.00	hours	No
30 TON HEAVY DUTY	HD REC	450.00	hours	No
HEAVY DUTY WINCHING	HDWINCH	450.00	hours	Yes
LANDOLL (RECOVERY)	L(250.00	hours	No
LIGHT DUTY (RECOVERY)	LD(150.00	hours	No
LIGHT DUTY WINCHING	LDWNCH	100.00	hours	Yes
LOAD SHIFT	LS	500.00	hours	No
LOCK OUT SERVICE	LOCK OUT	50.00		Yes
MEDIUM DUTY WINCHING	MDW	250.00	hours	No
MEDI DUTY (RECOVERY)	MD(250.00	hours	No
PALLET JACK	PJ	75.00	hours	No
RECOVERY UNIT	RU	250.00	hours	No
REEFER TRAILER	RT	250.00	hours	No
ROLL CLAMP	RC	250.00	hours	No
SHRINK WRAP	SW	30.00	roll	Yes
SPEEDI - DRY	SD	10.00	bag	Yes
TRAA SUPERVISOR Level 3	TRAA	125.00	hours	Yes

Revised January 23, 2008

Exhibit B
MILEAGE SHEET

Name of Proposer: Turnino's Towing, Inc

Approximate the distance to each Port Authority Facility.

<u>Port Authority Facility</u>	<u>Impound Facility</u>	<u>Dispatch Facility</u>
Holland Tunnel	<u>7 1/2</u> Miles	<u>7 1/2</u> Miles
Lincoln Tunnel	<u>5 1/2</u> Miles	<u>5 1/2</u> Miles
George Washington Bridge	<u>2 1/2</u> Miles	<u>2 1/2</u> Miles

Exhibit D
ACCEPTABLE MODES OF PAYMENT SHEET

Name of Proposer: Tumino's Towing, INC.

The proposer agrees to accept the following modes of payment from patrons for work or services performed under the provisions of this RFP:

1. CASH

Accept Do Not Accept

State any restrictions or limitations

2. TRAVELS CHECKS

Accept Do Not Accept

State any restrictions or limitations

3. CHECKS

Accept Do Not Accept

State any restrictions or limitations

Local and Certified Checks accepted.

4. CREDIT/DEBIT CARDS

Accept Do Not Accept

American Express Diners

Discover

Master Card Visa

Other Debit

State any restrictions or limitations

5. INSURANCE

Accept Do Not Accept

State any restrictions or limitations

6. EMERGENCY ROAD SERVICES

Accept Do Not Accept

AAA MCA Other (Specify) _____

State any restrictions or limitations

Exhibit E
TOWING/RECOVERY KEY QUALITY FACTORS STATEMENT
(1 of 6)

Name of Proposer: Tumino's Towing, INC

Please provide information on your firm's performance in the following areas:

1. **Uniformed Drivers:** Does your company only dispatch uniformed drivers?

No Yes If "Yes", Describe: Uniformed / Reflective shirts
with work pants supplied by Aramark Uniforms.

Does the uniform include the company name and collared shirts?

No Yes If "Yes", Describe: Both included.

Are drivers and other responders required to use appropriate safety attire such as steel toed shoes, hard hats or bump caps, gloves, reflective vests, etc.

No Yes If "Yes", Describe: Shoes and reflective vests if
reflective shirt is not worn.

(Please provide photo of drivers in uniform with safety gear)

2. **Fleet Appearance:**

Is there a regular program for cleaning vehicles?

No Yes If "Yes", Describe: We employ a person to regularly
wash trucks in our wash bay with powerwasher.

Do all vehicles display company name clearly with phone number.

No Yes If "Yes", Describe: Photos attached - all
vehicles comply.

Exhibit E

(2 of 6)

Is there a program for promptly repairing body damage, rust and corrosion?

No Yes If "Yes", Describe: We maintain vehicles at a few different shops.

(Please provide photos of fleet vehicles)

3. Vehicle and Equipment Inspection:

Are drivers required to do pre-trip and post trip inspections on their vehicles?

No Yes If "Yes", Describe: _____

(Please provide completed report samples)

Is equipment on trucks inspected regularly and stamped or tagged with rating by the manufacturer.

No Yes If "Yes", Describe: _____

(Please provide photos of tagged chains or slings)

4. DMV reports on all drivers with copies of driver's licenses.

Are motor vehicle reports checked on all drivers prior to hiring?

No Yes If "Yes", Describe: Our insurance company performs motor vehicle checks before hiring and annual re-checks.

Are all drivers required to have a CDL?

No Yes If "Yes", Describe: All drivers operating vehicles over 26,000 lbs have CDL licenses as required by law.

Exhibit E
(3 of 6)

Are CDL endorsements required? (Specify)

No Yes If "Yes", Describe: Endorsements not required but many drivers have them.

Are medical and endorsement renewals dates tracked and are there a formal process for enforcing currency of medicals and endorsements?

No Yes If "Yes", Describe: We contract with National Safety Compliance to track and enforce these.

5. Background Checks:

Are background checks performed on all tow operators?

No Yes If "Yes", Describe: Form # 212B is sent to the New Jersey State Police for drivers, Copy attached

6. Drug Free Workplace:

Does the proposer have a random drug testing program?

No Yes If "Yes", Describe: National Safety Compliance has our company enrolled in a random program.

7. Safety Program:

Does the proposer have a formal safety program?

No Yes If "Yes", Describe: Safety memos are distributed regularly and meetings are held.

Exhibit E
(4 of 6)

Does the proposer conduct at least bi-monthly meetings, to discuss safety issues related to towing, repairs and driving (motor vehicle) issues?

No Yes If "Yes", Describe: Individual and group meetings

Does the proposer have meetings with safety instructors or attending safety clinics, or other external consultations to assure safety of operations?

No Yes If "Yes", Describe: Drivers attend training seminars
regularly.

8. Professionally Trained Operators:

Are driver/operators (working for the company for more than 6 months) required to participate in a hands-on training program by an accredited instructor or school? (Instruction should have the equivalent of, one day theory/class room and one day hands on live training in towing operations)

No Yes If "Yes", Describe: Drivers attend schooling provided by
GSTA when scheduled.

9. Company Policy Handbook:

Does the proposer have a company hand book stating history and policies for operators and other workers, and proof that workers have received the handbook?

No Yes If "Yes", Describe: General Rules & Procedures
Handbook signed for by Employees

Exhibit E
(5 of 6)

10. Operating and Procedures Manual:

Does the proposer have a printed hand book stating policy and operating and safety procedures for towing and customer service, and proof that workers have signed for receipt of the manual?

No Yes If "Yes", Describe: Safety Procedures & Equipment
Handbook

11. Handbook on dispatch Procedures:

No Yes If "Yes", Describe: Dispatch Manual including
Computer program training.

Does the proposer have professional guidelines and instructions for dispatch operators, and a formal logging system recording key contact information including date, time, phone numbers and other key data?

No Yes If "Yes", Describe: Fully computerized logging system.

12. Computerized Dispatch:

Is the dispatch system computer enhanced with reporting procedure and time date stamping etc?

No Yes If "Yes", Describe: Sample Call Efficiency Report
Attached

(Please provide a Printout of dispatch report)

Exhibit E
(6 of 6)

13. Recipient of Service or Performance Awards:

Is the proposer the recipient of any awards such as the Towman Ace Award, or awards given by legitimate third party for service and reliability or service excellence on a substantial volume of calls over 12 months?

No Yes If "Yes", Describe: Towman Ace Award

(Please provide a copy of award or certificate)

14. Membership in Towing Association:

Is the proposer a member of a recognized towing association?

No Yes If "Yes", Describe: GSTA - Vice President and Treasurer

Committee man for Incident Management, TAAA, NJ. Motor Truck
Towing and Recovery Association of America.
(Please provide a certificate or receipt of dues from association.)

15. Members of State or City Incident Management Teams:

As a participant of an incident command team you undergo continuous planning and training. You were picked because of your professional qualifications.

No Yes If "Yes", Describe: I-95 Corridor Coalition, HOG (Highway

Operators Group)

(Please provide a copy of a letter from incident command center.)

16. Additional Information Relative to the quality of the towing/recovery services



TUMINO'S TOWING INC. EMPLOYEE LIST
EFFECTIVE Jan. 22, 2008

John Tumino
 PRESIDENT

201-931-1190
 FAX 201-641-8830

**HEAVY DUTY
 TOWING**

INCLUDING ...
 Trucks • Cars
 Buses • Trailers
 Under-Reach
 Low Boy Service
 Flatbed Service

**QUICK
 DEPENDABLE
 SERVICE**

24 HOURS
 7 DAYS

**LOWEST
 REASONABLE
 RATES**

FULLY INSURED

37 EMERSON STREET
 RIDGEFIELD PARK, NJ 07660

JOHN J. TUMINO -	(Ex. 1)	
D.O.B.	NJDJ#	EXP.
<i>General Manager - Recovery Specialist</i>		
LAWRENCE J LA MANNA -	(Ex. 1)	
D.O.B.	NJDJ#	EXP.
<i>Operation/Office Manager</i>		
STEVEN COOKE -	(Ex. 1)	
D.O.B.	NJDJ#	EXP.
<i>Heavy Duty Driver - Mechanic - Light Duty Driver</i>		
JOHN V. ARAGONA -	(Ex. 1)	
D.O.B.	NJDJ#	EXP.
<i>Lead Dispatcher - Driver</i>		
COSMO PARIS -	(Ex. 1)	
D.O.B.	NJDJ#	EXP.
<i>Light Duty Driver</i>		
FLORRIE SASSANI -	(Ex. 1)	
D.O.B.	NJDJ#	EXP.
<i>Heavy Duty Driver</i>		
GEORGE A. NEYE -	(Ex. 1)	
D.O.B.	NYDL#	EXP
<i>Heavy Duty Driver</i>		
ROBERT A DAVEY -	(Ex. 1)	
D.O.B.	NJDJ#	EXP
<i>Light Duty Driver</i>		
MICHAEL D ARTHUR -	(Ex. 1)	
D.O.B.	NJDJ#	EXP
<i>Light Duty</i>		
RODNEY BRYSON -	(Ex. 1)	
D.O.B.	NJDJ#	EXP
<i>Light Duty</i>		
ROBERTO QUILES -	(Ex. 1)	
D.O.B.	NJDJ#	EXP
<i>Light Duty</i>		



John Tumino
PRESIDENT

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REASONABLE
RATES**

FULLY INSURED

37 EMERSON STREET
RIDGEFIELD PARK, NJ 07660

CHRISTOPHER DeCANIO - (Ex. 1) D.O.B. NJDL# <i>Heavy Duty</i>	EXP.
JOHN A CARPINELLI - (Ex. 1) D.O.B. NJDL# <i>Light Duty</i>	EXP.
CHARLES A. HRUSKA - (Ex. 1) D.O.B. NJDL# <i>Light Duty</i>	EXP.
JORGE I DUQUE - (Ex. 1) D.O.B. NJDL# <i>Heavy Duty</i>	EXP.
DONATO PEZZOLLA - (Ex. 1) D.O.B. NJDL#	EXP.
SANTO LAMONICA - (Ex. 1) D.O.B. NJDL# <i>Light/Medium Duty</i>	EXP.
TYLER CHABERSKI - (Ex. 1) D.O.B. NJDL # <i>Light/Medium Duty</i>	EXP.
MICHAEL MILLER - (Ex. 1) D.O.B. NJDL# <i>Heavy Duty</i>	EXP.
RAFAEL LOPEZ - (Ex. 1) D.O.B. NJDL# <i>Light Duty</i>	EXP.
DOUG SANTANA - (Ex. 1) D.O.B. NJDL# <i>Light Duty</i>	EXP.
ERNESTO MALDONADO - (Ex. 1) D.O.B. NJDL# <i>Heavy Duty</i>	EXP.



John Tumino
PRESIDENT

201-931-1190
FAX 201-641-8830

**HEAVY DUTY
TOWING**

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24 HOURS
7 DAYS

**LOWEST
REASONABLE
RATES**

FULLY INSURED

37 EMERSON STREET
RIDGEFIELD PARK, NJ 07660

ALVARO ARCELLA - (Ex. 1) D.O.B. NJDL# <i>Light Duty</i>	EXP.
LARRY CARNAVALE - (Ex. 1) D.O.B. NJDL# <i>Medium Duty</i>	EXP.
DAVID SWISTON - (Ex. 1) D.O.B. NJDL# <i>Light Duty</i>	EXP.
STEPHEN MUND - (Ex. 1) D.O.B. NJDL# <i>Heavy Duty</i>	EXP.



**TUMINO'S TOWING INC. EMPLOYEE
YEARS OF EXPERIENCE ON NEW JERSEY
AND/OR NEW YORK OR INTERSTATE ROADS**

John Tumino
PRESIDENT

201-931-1190
FAX 201-641-8830

**HEAVY DUTY
TOWING**

INCLUDING . . .
Trucks • Cars
Buses • Trailers
Under-Reach
Low Boy Service
Flatbed Service

**QUICK
DEPENDABLE
SERVICE**

24 HOURS
7 DAYS

**LOWEST
REASONABLE
RATES**

FULLY INSURED

37 EMERSON STREET
RIDGEFIELD PARK, NJ 07660

JOHN J. TUMINO—25 years
LAWRENCE J LA MANNA —25 years
STEVEN COOKE -25 years
JOHN V. ARAGONA -25 years
COSMO PARIS—25 years
FLORRIE SASSANI ---25 years
GEORGE A. NEYE ---10 years
ROBERT A DAVEY---10 years
MICHAEL D ARTHUR---10 years
RODNEY BRYSON—10 years
ROBERTO QUILES—7 years
CHRISTOPHER DeCANIO---15 years
JOHN A CARPINELLI---15 years
CHARLES A. HRUSKA---20 years
JORGE I DUGE —20 years
DONATO PEZZOLLA—10 years
SANTO LAMONICA---10 years
TYLER CHABERSKI--10 years
MICHAEL MILLER---25 years
RAFAEL LOPEZ—7 years
DOUG SANTANA---7 years
ERNESTO MALDONADO—10 years



John Tumino
PRESIDENT

201-931-1190
FAX 201-641-8830

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**LOWEST
REASONABLE
RATES**

FULLY INSURED

37 EMERSON STREET
RIDGEFIELD PARK, NJ 07860

ALVARO ARCELLA---5 years

LARRY CARNAVALE---10 years

DAVID SWISTON---10 years

STEPHEN MUND---25 years



DRIVER'S VEHICLE INSPECTION REPORT

AS REQUIRED BY THE D.O.T. FEDERAL MOTOR CARRIER SAFETY REGULATIONS

CARRIER: Tominos Towing
ADDRESS: 37 Emerson St Ridgefield NH
DATE: 1/29/08 TIME: 8:00 A.M. P.M.
CHECK ANY DEFECTIVE ITEM AND GIVE DETAILS UNDER REMARKS

TRACTOR/TRUCK NO. 50 ODOMETER READING 24500

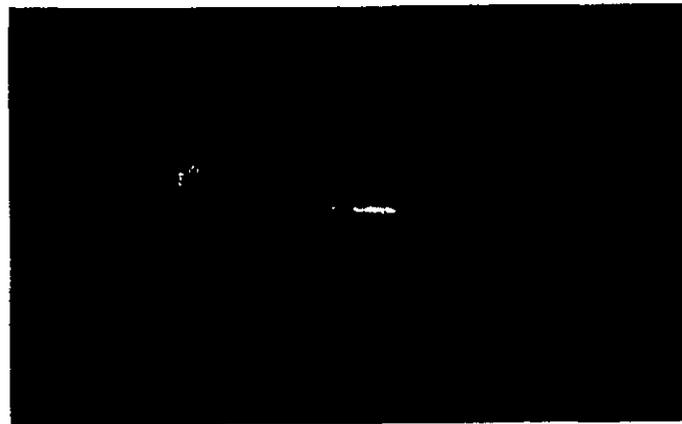
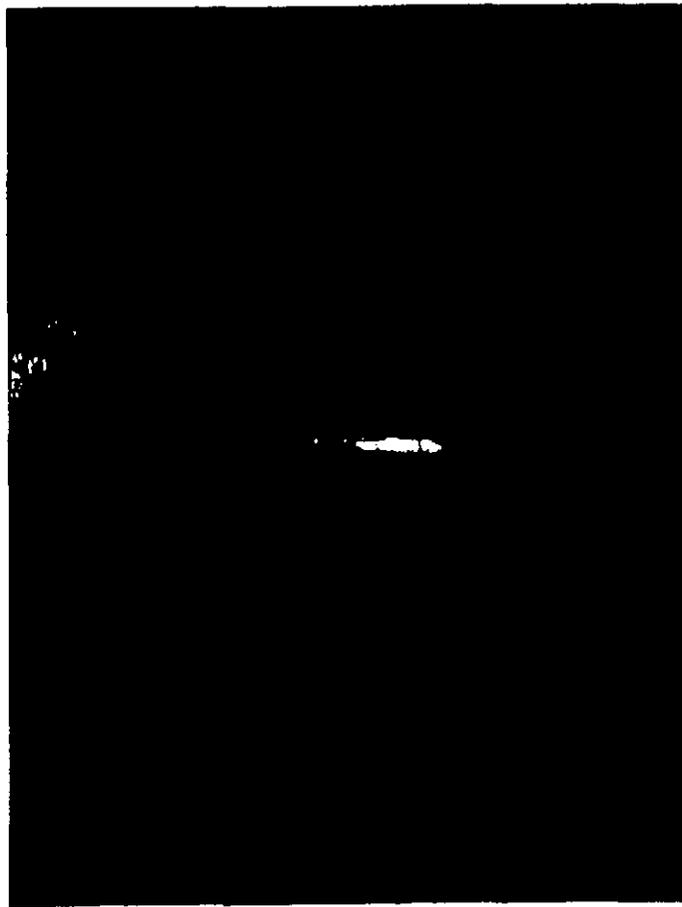
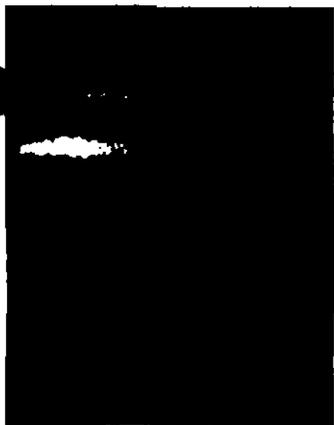
- | | | |
|---|---|--|
| <input type="checkbox"/> Air Compressor | <input type="checkbox"/> Horn | <input type="checkbox"/> Suspension System |
| <input type="checkbox"/> Air Lines | <input type="checkbox"/> Lights | <input type="checkbox"/> Starter |
| <input type="checkbox"/> Battery | Head - Stop | <input type="checkbox"/> Steering |
| <input type="checkbox"/> Body | Tail - Dash | <input type="checkbox"/> Tachograph |
| <input type="checkbox"/> Brake Accessories | Turn Indicators | <input type="checkbox"/> Tires |
| <input type="checkbox"/> Brakes, Parking | <input type="checkbox"/> Mirrors | <input type="checkbox"/> Tire Chains |
| <input type="checkbox"/> Brakes, Service | <input type="checkbox"/> Muffler | <input type="checkbox"/> Transmission |
| <input type="checkbox"/> Clutch | <input type="checkbox"/> Oil Pressure | <input type="checkbox"/> Wheels and Rims |
| <input type="checkbox"/> Coupling Devices | <input type="checkbox"/> Radiator | <input type="checkbox"/> Windows |
| <input type="checkbox"/> Defroster/Heater | <input type="checkbox"/> Rear End | <input type="checkbox"/> Windshield Wipers |
| <input type="checkbox"/> Drive Line | <input type="checkbox"/> Reflectors | <input type="checkbox"/> Other |
| <input type="checkbox"/> Engine | <input type="checkbox"/> Safety Equipment | |
| <input type="checkbox"/> Exhaust | Fire Extinguisher | |
| <input type="checkbox"/> Fifth Wheel | Reflective Triangles | |
| <input type="checkbox"/> Frame and Assembly | Flags - Flares - Fuses | |
| <input type="checkbox"/> Front Axle | Spare Bulbs & Fuses | |
| <input type="checkbox"/> Fuel Tanks | Spare Seal Beam | |

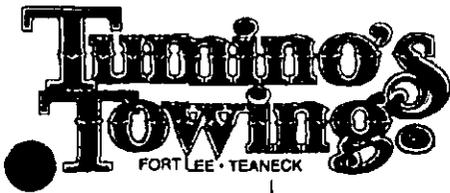
- TRAILER(S) NO.(S) _____
- | | | |
|--|--|--|
| <input type="checkbox"/> Brake Connections | <input type="checkbox"/> Hitch | <input type="checkbox"/> Tarpaulin |
| <input type="checkbox"/> Brakes | <input type="checkbox"/> Landing Gear | <input type="checkbox"/> Tires |
| <input type="checkbox"/> Coupling Devices | <input type="checkbox"/> Lights - All | <input type="checkbox"/> Wheels and Rims |
| <input type="checkbox"/> Coupling (Krag) Pin | <input type="checkbox"/> Roof | <input type="checkbox"/> Other |
| <input type="checkbox"/> Doors | <input type="checkbox"/> Suspension System | |

Remarks: _____

CONDITION OF THE ABOVE VEHICLE IS SATISFACTORY
DRIVER'S SIGNATURE: [Signature]
 ABOVE DEFECTS CORRECTED
 ABOVE DEFECTS NEED NOT BE CORRECTED FOR SAFE OPERATION OF VEHICLE
MECHANIC'S SIGNATURE: _____ DATE: _____

DRIVER'S SIGNATURE: _____ DATE: _____
ORIGINAL





John Tumino
PRESIDENT

201-931-1190
FAX 201-641-8830

**HEAVY DUTY
TOWING**

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Buses • Trailers
Under-Reach
Low Boy Service
Flatbed Service

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DEPENDABLE
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**24 HOURS
7 DAYS**

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REASONABLE
RATES**

FULLY INSURED

37 EMERSON STREET
RIDGEFIELD PARK, NJ 07660

January 22, 2008

The Port Authority of NY & NJ
One Madison Ave. 7th Floor
New York, NY 10010

Attached please find a sample request for Criminal History.

Tumino's currently utilizes the New Jersey State Police to complete background investigations when considering employment of a new-hire.

It is also our company policy to complete inquiries by phone to any/all previous employers listed on our application. All applicants are asked to submit at minimum, 10 years of history including contact names and numbers for reference purposes.

All current employees are subject to an annual review, random drug testing and a bi-annual criminal background check.

REQUEST FOR CRIMINAL HISTORY RECORD INFORMATION FOR A NONCRIMINAL JUSTICE PURPOSE

(TYPE OR PRINT ALL INFORMATION)

A. COMPLETE NAME AND ADDRESS OF REQUESTER

This will be used as a mailing label - Type/Print legibly

ADDITIONAL DATA (Optional)

Tumino's Towing, Inc.
 37 Emerson ST.
 Ridgefield Park, N.J. 07666

B. SUBJECT OF THE REQUEST

NAME (Including Maiden Name)

SBI NUMBER (If Known)

LaManna Lawrence J.
(Last Name) (Maiden Name) (First Name) (Middle)

ADDRESS

FBI NUMBER (If Known)

_____ (Ex. 1)
(Number) (Street) (City) (State)

DOB SEX RACE
 _____ (Ex. 1) M White
(Month) (Day) (Year)

SOCIAL SECURITY NUMBER (If furnished)

C. AUTHORITY AND PURPOSE OF THE REQUEST

(Check appropriate box to indicate the type of request and supply all other required information.)

- Noncriminal justice purpose by a governmental entity of this State, the federal government, or any other state for any official governmental purpose, including but not limited to employment, licensing, and the procurement of services pursuant to N.J.A.C. 13:59-1.2(a)(1).
(Authorization By Subject Of Request And Privacy Act Notification; Certification of Requester are required.)

- Noncriminal justice purpose by a person or non-governmental entity of this State, or any other State, for purposes of determining a person's qualifications for employment, volunteer work, or other performance of services pursuant to N.J.A.C. 13:59-1.2(a)(2).
(Authorization By Subject Of Request And Privacy Act Notification; Certification of Requester are required.)

- Noncriminal justice purpose by a private detective licensed by the Division of State Police pursuant to N.J.A.C. 13:59-1.2(a)(4) and N.J.S.A. 45:19-8 et seq., for purposes of obtaining information in furtherance of the performance of their statutorily authorized functions, as specifically enumerated by N.J.S.A. 45:19-9(A) 1 to 9.
(Certification Of Requester is required. However, section D (3) and (4) DO NOT apply.)

(OVER)

AUG 14 2007



John Tumino
PRESIDENT

201-931-1190
FAX 201-641-8830

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TOWING**

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RIDGEFIELD PARK, NJ 07660

January 29, 2008

Port Authority of NY & NJ
One Madison Avenue, 7th Fl.
New York, NY 10010

As Requested under 7 "Proposal Submission Requirements"
– Section F – Paragraph 1.

Our Dispatch system has many options for tracking data for a specific client. Attached is a copy of a Call Service Log which can be provided on a regular basis to assure accurate data is maintained and revenue is reported.

Tumino's Towing is proud of a solid reputation in the towing industry and will continue to maintain this by addressing all patron inquiries, both positive and negative, immediately and with professionalism. It is our policy to respond to our patrons directly through telephonic and/or written communication based on how the original contact was initiated. Any and all correspondence resulting from a Port Authority referred patron will be forwarded to the appropriate PA representative as received.

Tumino's Towing

Call Log Listing

Printed: 01-Feb-2008

Call Date from 01-Nov-2007 12:00 AM to 30-Nov-2007 11:59 PM

Date	Call #	Invoice #	Customer	Location	Destination	Vehicle	Driver	Amount
23-Nov-2007	82	345526	PALISADES PARK POLICE	47 HENRY AVE	SHOP, 37 EMERSON ST, R	1999 Chrysler SEBRING	CARPINELLI, JOHN	125.00
24-Nov-2007	5	345543	PALISADES PARK POLICE	227 5th St	SHOP, 37 EMERSON ST, R	2007 Lexus IS 250 Base	GIBNEY, MICHAEL	162.50
24-Nov-2007	10		PALISADES PARK POLICE	COMMERCE AND UNION	SHOP, 37 EMERSON ST, R	1995 Toyota 4 RUNNER	DAVID, NELSON	1,981.50
24-Nov-2007	11	347908	PALISADES PARK POLICE	335 HILLSIDE AVE, PALIS	SHOP, 37 EMERSON ST, R	2001 Toyota Corolla Base/Charger	LAMONICA, SANTO	120.25
24-Nov-2007	22	345540	PALISADES PARK POLICE	BERGEN BLVD & ART LAN	ENGLEWOOD, NJ		LAMONICA, SANTO	150.00
24-Nov-2007	24	345552	PALISADES PARK POLICE	3RD & CENTRAL	SHOP, 37 EMERSON ST, R	2003 Kia	LAMONICA, SANTO	157.74
25-Nov-2007	13	346507	PALISADES PARK POLICE	34 W RUBY	SHOP, 37 EMERSON ST, R	1998 Acura TI	LAMONICA, SANTO	411.50
25-Nov-2007	20	345946	PALISADES PARK POLICE	6th /E. Homestead	SHOP, 37 EMERSON ST, R	1995 GMC Jimmy Base/S	PARIS, COSMO	261.50
25-Nov-2007	33	347515	PALISADES PARK POLICE	6th /E. Homestead	SHOP, 37 EMERSON ST, R	2003 Chrysler 300M Base	LAMONICA, SANTO	736.50
25-Nov-2007	34	346490	PALISADES PARK POLICE	Central And Highland St Pa	SHOP, 37 EMERSON ST, R	2004 Dodge Ram Pickup 1	ARCELLA, ALVARO	436.50
26-Nov-2007	81	346938	PALISADES PARK POLICE	ROFF AVE AND EDSAL AV	SHOP, 37 EMERSON ST, R	2002 Chrysler Sebring GTC	ARTHUR, MIKE	686.50
26-Nov-2007	86	350688,35069	PALISADES PARK POLICE	BROAD AND WEST EDSAL I	SHOP, 37 EMERSON ST, R	1997 Toyota Camry XLE	SWISTON, DAVE	1,346.10
27-Nov-2007	12	346581	PALISADES PARK POLICE	Bergen Blvd And Northwoo	SHOP, 37 EMERSON ST, R	2008 Saturn Aura Xe Seda	ARTHUR, MIKE	376.73
27-Nov-2007	45	345748	PALISADES PARK POLICE	465 4th St Palisade Park	SHOP, 37 EMERSON ST, R	2005 Toyota Corolla Base/	COOKE, STEVE	135.50
27-Nov-2007	82		PALISADES PARK POLICE	33 E HARWOOD TERR	SHOP, 37 EMERSON ST, R	2000 Hyundai Accent GS	LAMONICA, SANTO	1,881.50
27-Nov-2007	98	345954	PALISADES PARK POLICE	33 E HARWOOD TERR	SHOP, 37 EMERSON ST, R	2003 Jaguar X-Type 2.5	GIBNEY, MICHAEL	381.50
27-Nov-2007	99	345994	PALISADES PARK POLICE	404 Broad Ave	SHOP, 37 EMERSON ST, R	2006 Acura MDX Touring	DAVID, NELSON	311.50
28-Nov-2007	88	345988	PALISADES PARK POLICE	Grantwood Blvd By Route 5	SHOP, 37 EMERSON ST, R	Honda Civic	NEYE, GEORGE	376.38
29-Nov-2007	15	346031	PALISADES PARK POLICE	Grantwood Blvd By Route 5	SHOP, 37 EMERSON ST, R	1998 Ford Van	ARTHUR, MIKE	186.50
29-Nov-2007	16	346022	PALISADES PARK POLICE	SHOP, 37 EMERSON ST, R	BENS A/B 309 BELMONT A	2003 Ford Van	ARTHUR, MIKE	161.50
29-Nov-2007	47	345947-R	PALISADES PARK POLICE	SHOPRITE	SHOP, 37 EMERSON ST, R	2003 Jaguar X-Type 2.5	CHABERSKI, TYLER	0.00
29-Nov-2007	57	345963	PALISADES PARK POLICE	SHOP, 37 EMERSON ST, R	LOTTO A/B 148 ROOSEVEL	Hyundia	PARIS, COSMO	65.00
29-Nov-2007	75	345977-R	PALISADES PARK POLICE	SHOP, 37 EMERSON ST, R	PALISADES PARK	2006 Acura MDX Touring	ARTHUR, MIKE	0.00
29-Nov-2007	86	345988-R	PALISADES PARK POLICE	Rt 46 East Last Gas Statio	SHOP, 37 EMERSON ST, R	Honda Civic	PARIS, COSMO	0.00
30-Nov-2007	14	346049	PALISADES PARK POLICE	46 EAST BOUND RAMP TO	SHOP, 37 EMERSON ST, R	2000 Dodge RAM	PARIS, COSMO	261.50
30-Nov-2007	19	346047	PALISADES PARK POLICE	SHOP, 37 EMERSON ST, R	NORTH BRUNSWICK	2000 Ford Econoline Cargo	PARIS, COSMO	474.90
30-Nov-2007	24	346047-R	PALISADES PARK POLICE	SHOP, 37 EMERSON ST, R	KEARNY	2000 Ford Econoline Cargo	ARTHUR, MIKE	0.00
30-Nov-2007	30	346049-R	PALISADES PARK POLICE			2000 Dodge RAM	QUILES, ROBERTO	0.00

Total Calls: 110
 Net Amount: 32,057.02
 Sales Tax: 1,446.66

Total Amount: 33,503.68



New Jersey Turnpike Authority

ADMINISTRATION BUILDING - 581 MAIN STREET
P.O. BOX 5042 - WOODBRIDGE, NEW JERSEY 07095
TELEPHONE (732) 750-5300

ION S. CORZINE
GOVERNOR

KRIS KOLLURI, *Chairman*
JOSEPH (J.P.) MIELE, *Vice Chairman*
MICHAEL R. Du PONT, *Treasurer*
HAROLD L. HODES, *Commissioner*
DAVID G. EVANS, *Commissioner*
RAYMOND M. POCINO, *Commissioner*
MICHAEL LAPOLLA, *Executive Director*

January 28, 2008

Ms. Kathy L. Whelan
Port Authority of NY & NJ
1 Madison Avenue
New York, NY 10010

Dear Ms. Whelan:

Tumino's Towing of Ridgefield Park, N.J. has been providing Authorized Towing and Recovery Service for the Turnpike Authority for 15 plus years.

Tumino's Towing provides excellent service to the Turnpike and its motorists. They respond to all Turnpike calls in a safe and expeditious manner with state-of-the-art towing and recovery equipment. They have always extended the utmost courtesy and cooperation not only with the Turnpike, but its motorists.

We look forward to continued outstanding service in the future from Tumino's Towing as they have become an asset to our Emergency Road Service Program.

Sincerely,

John Sutcliffe
Manager, Emergency Services

JTS/gb



The Voice of America's Tow Truck Industry

TOWING & RECOVERY ASSOCIATION OF AMERICA, INC.

2121 Eisenhower Avenue, Suite 200
Alexandria, VA 22314



PHONE: 800-728-0156; 703-684-7713 &
703-684-7794 • FAX: 703-684-6720

February 1, 2008

Port Authority of New York and New Jersey
One Madison Avenue
New York, New York 10010

Gentlemen:

This is a letter of recommendation for John Tumino of Tumino's Towing in Ridgefield Park, NJ. John has been a member of the Towing and Recovery Association of America (TRAA) for many years. TRAA is the national association representing the towing industry.

Several years ago TRAA was awarded a cooperative agreement to create a national towing standard by the Federal Highway Administration of the Department of Transportation. We developed three levels of expertise and John has successfully completed all three achieving a Heavy Recovery Specialist status. Shortly he will be presenting a paper on bus towing and recovery for his 5 year recertification requirement.

John is a positive contributor to the towing and recovery industry and a valued member of our 10,000+ "certified" towers.

Please call if you have further questions.

Harriet S. Cooley

TRAA Executive Director

Email: Towserver@aol.com

January 31, 2008

Port Authority of New York & New Jersey
One Madison Ave 7th Floor
New York, NJ 10010

To Whom It May Concern:

American Towing Alliance (ATA) is a 24 hour, 365 day a year, emergency roadside service call center that handles breakdown incidents for over 500 clients. ATA utilizes a Towing Network that is comprised of the best towing companies throughout the United States. Every towing company within our network is scrutinized based on many factors including service, professionalism, safety, price, equipment to handle the job etc. Tumino's Towing located in Ridgefield Park, NJ has been a contracted towing vendor within our network since we began in 2001. Tumino's Towing has the highest ranking of any of the vendors within the entire state of New Jersey, let alone their own counties.

John Tumino is a member of the ATA Tower Advisory Group (TAG), which consists of 17 towing business owners strategically located throughout the United States and Canada. The function of the TAG group is to provide ATA with knowledge and feedback in regards to the towing industry. ATA relies heavily on the members of the TAG group and John Tumino has proven to be a great asset to the group. John's knowledge of the towing industry has been instrumental to ATA.

Tumino's Towing has always been responsive and provided outstanding service for each of ATA's clients. I would recommend Tumino's Towing for any towing services. They have the equipment and expertise to handle any job, whether it is a simple jump-start on a passenger vehicle, to a major recovery of a tractor and trailer combination. If you have any questions regarding this, please do not hesitate to contact me.

Regards,

Nancy Rooker
Vendor Relations Manager
American Towing Alliance
800-618-6946 ext 228
nrooker@amtowa.com

*Borough of Cliffside Park
Police Department*



Municipal Complex
525 Palisade Avenue
Cliffside Park, New Jersey 07010
(201) 945-3600

"ON TOP OF THE PALISADES"



**Port Authority
New York & New Jersey**

January 31, 2008

Tuminos Towing has been one of our towing companies since July 2003. They provide prompt service and are available (24) hours a day (7) days a week with whatever equipment is required for any type of recovery operation. Their drivers are very knowledgeable in what is required to safely remove disabled / crashed vehicles from our roadways and then some. During one of our most recent heavy recoveries the owner was not only available but usually overseeing the entire operation. If you have any other questions concerning this company please feel free to contact me.

Sincerely

M. Sciancalepore #77

Sgt. M. Sciancalepore #77

Traffic Bureau



ACADEMY EXPRESS LLC
111 Paterson Avenue
Hoboken, New Jersey 07030

January 29, 2008

Port Authority of New York and New Jersey
One Madison Avenue
New York, New York 10010

To whom it may concern,

This is to inform you that Academy Bus has utilized Tumino Towing Inc's services for the past 16 years.

Academy Bus has used Tumino's towing services throughout New York and New Jersey and we are very satisfied with their performance.

Throughout the years we have come to know Tumino as being very dependable and we have been able to count on Tumino providing us with a quick response in emergency situations.

As an owner, John ensures that we are provided the best service available.

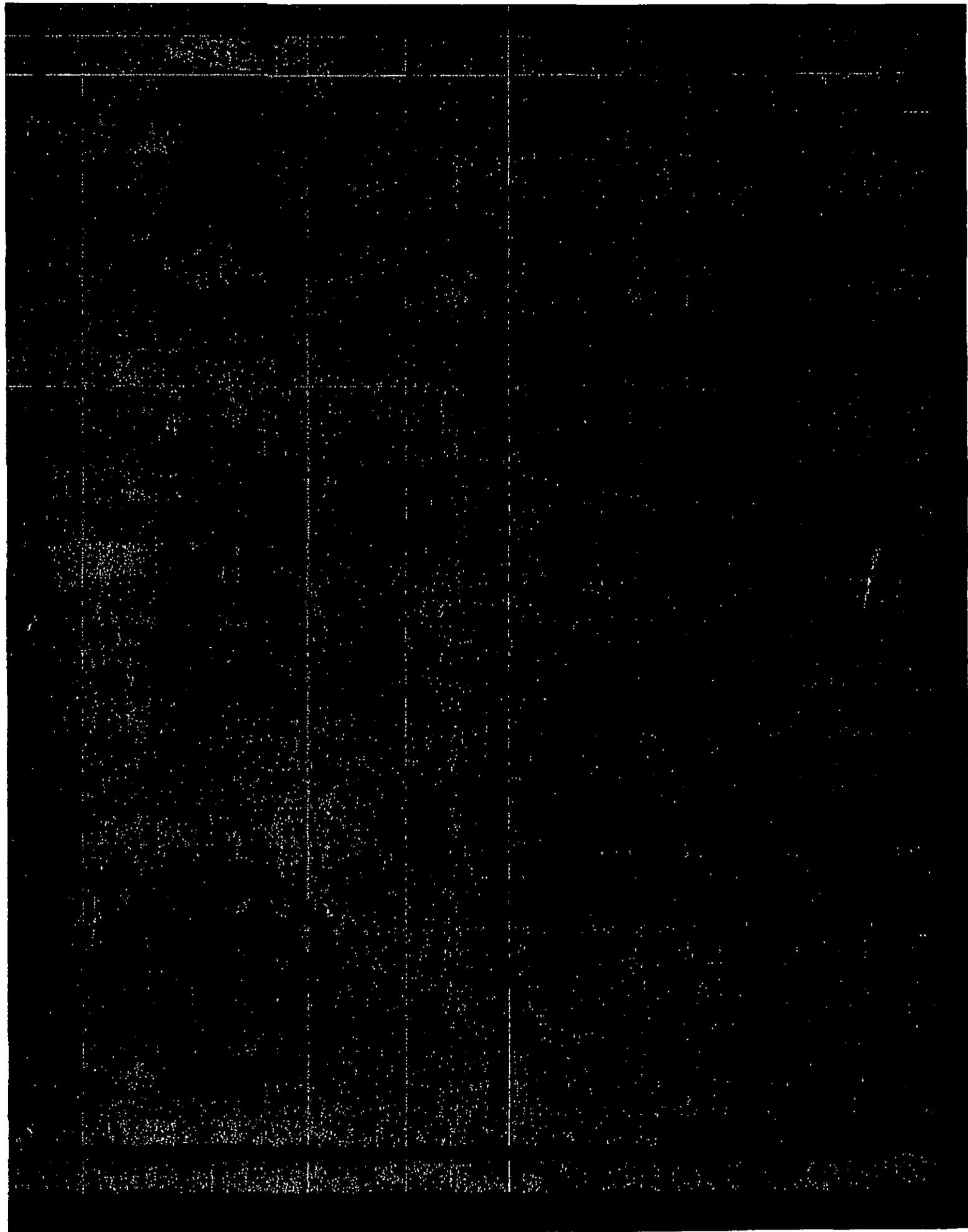
Please feel free to call me if you have any questions regarding the services that we have received from Tumino's over the years.

On behalf of Academy Bus



Kim Hansen

Chief Financial Officer



CERTIFICATE OF APPRECIATION

**OFFICER PHIL
CHILD SAFETY PROGRAM**

*In recognition of an outstanding and unselfish act of public service, the
officers and members of the Bogota Police Department,*

hereby extend their deep appreciation and gratitude to

Tumino's Towing

*Such service, if performed by all citizens when the opportunities arise,
truly would make this world a much better place to live.*


Chief of Police



2007 AMERICAN WRECKER PAGHANT

CERTIFICATE OF ACHIEVEMENT

In recognition of the quality care you have given to your towing equipment.

TUMINOS TOWING

Recipient



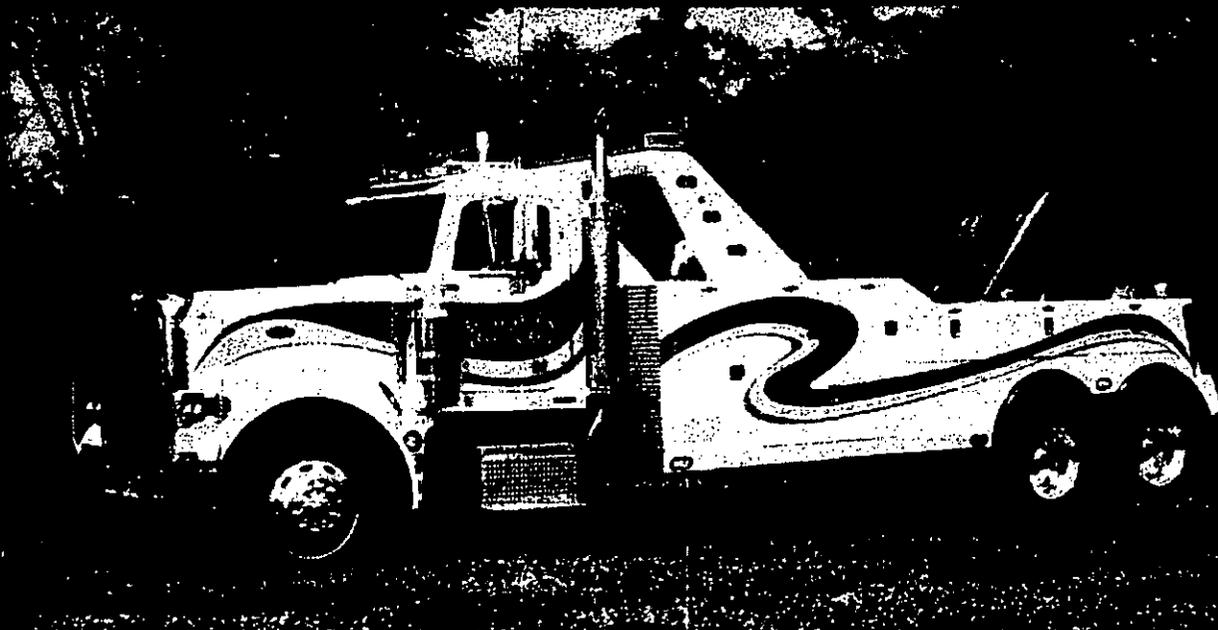
Co-sponsored by:

AMERICAN TOWMAN MAGAZINE - NOVEMBER 15, 2007

American Towman Magazine

Anthony Spade

Dynamic Towing Equipment & Manufacturing



**Shine
'n Star**

**2001 Brightest Star
Tumino's Towing
Ridgefield Park, New Jersey**

**Awarded for having the highest total points in their state
after two rounds of judging in the 2001 Shine 'n Star Contest**

Sponsored by



Brought to you by

Tow Times

**AMERICAN
TOWMAN**

ACE

**CUSTOMER SERVICE EXCELLENCE
AWARD RECIPIENT 1999**

**Presented by American Towman Magazine and the Major Motor Clubs
and Dispatch Centers of North America:**

Allstate Motor Club*, Coach Net, Cross Country Motor Club*, Emergency
Road Service, Inc., GEICO, Oracle Service Network*, Professional Dispatch
Group*, Road Rescue, Inc., and GE Financial Assurance*.

TUMINO'S TOWING

Recipient

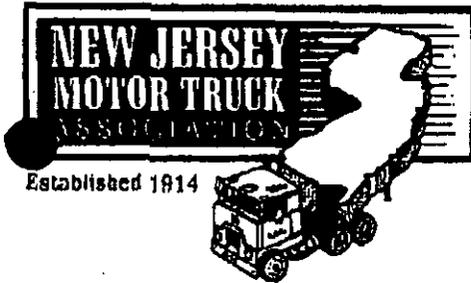
**American Towman Exposition
November 19, 1999**



Steven Calitri
American Towman Magazine



* Denotes award ceremony event sponsor



160 Tices Lane • East Brunswick • New Jersey 08816-2083 • TEL 732-254-5000 • FAX 732-613-1745
www.njmta.org

January 29, 2008

Please be advised that

John Tumino
Tumino's Towing Inc.
37 Emerson Street
Ridgefield Park, NJ 07660

Is a member in good standing of the New Jersey Motor Truck Association.

Sincerely,

A handwritten signature in cursive script that reads "Bernadette Safa".

Bernadette Safa
Office Manager

TOWING AND RECOVERY ASSOCIATION OF AMERICA, INC.

Certifies that

TUMINO'S TOWING

is a Member in good standing of the Association which is dedicated to the maintenance of the highest professional standards, the advancement of the tow truck industry through knowledge, education and training, and service to the industry and the motoring public throughout North America

Henry J. Crilly
Executive Director

Sam Bruce
President

Garden State Towman's Association, Inc.

Certifies That

TUMINO'S TOWING

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

March 2007 to March 2008

J. S. S.

President

Linda Puffer

Executive Director

Garden State Towman's Association, Inc.

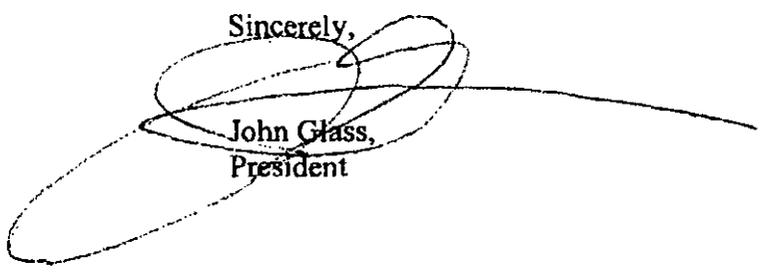
*P.O. Box 8665
Red Bank, New Jersey 07701-8665
1-800-273-5981 (In New Jersey)
(732) 530-4782
FAX: 732-530-3828
WEBSITE: www.gsta.org
E-mail maryleigh@gsta.org*

January 25, 2008

The Port Authority of New York and New Jersey
One Madison Avenue - 7th Floor
New York, N.Y. 10010

This is to certify that John Tumino, a board member (for 10 years) for the Garden State Towman's Association, is a member of our state incident management committee. Mr. Tumino attends regular meetings of the I-95 Corridor Coalition and (HOG), the Highway Operations Group for the tri-state area. He also attends all other activities concerning incident management.

Sincerely,



John Glass,
President

This certificate is presented to

JOHN TUMINO

for having a Level 3 Certified Heavy

[Signature]

September 27, 1977

Date

TRAINING
CERTIFICATE
PRESENTED TO

JOHN TAMINO

Has successfully completed
a training course for

signing and delivery of checks at the University of Michigan

Presented this *11th* day of *September 1944*

John A. ...
SIGNED



Concepts and Techniques of Towing and Recovery

We award this Training Certificate to

John Lunn

They have attended our Towing, Rescue, Recovery or A.I. Cushion Seminar here

course ADVANCED HEAVY DUTY TOWING & RECOVERY TECHNIQUES

at Middlesex County Fire Academy

on October 19-21, 2001

We acknowledge that he or she has successfully attended a course on many training aspects of towing, rescue and recovery, and is presented with this Certificate of Achievement for completion of this Seminar, as a part of the Towing and Recovery Association's Certificate Program.

Thomas Lunn INSTRUCTORS Joseph Lunn

TECHNIQUES OF HEAVY DUTY TOWING & RECOVERY



Presented by

The Garden State Towman's Association, Inc.

This Training Certificate is awarded to

JOHN TUMINO

For successfully completing our

ADVANCED HEAVY DUTY TOWING & RECOVERY SEMINAR

Dempster Fire Academy

October 28-30, 2005



Joseph Broga
Star Training & Consulting, Inc.



Miller Industries Rotator “Ring Leaders” Training Seminar

This Participation Certificate is awarded to

John Tumino

For attendance at the Miller Rotator Training Course
In Hartford, Connecticut on September 21st & 22nd, 2005

We acknowledge that he has successfully completed a course on numerous aspects of Rotator Design, Specifications, and Manufacturing Processes, and demonstrates the understanding necessary to recognize quality towing and recovery equipment. This Certificate of Achievement is presented upon completion of the course, as part of the Miller Industries Continuing Education of Industry Professionals.

C. Thomas Luciano

Thomas Luciano - Instructor
Miller Industries Towing Equipment Inc.

John L. Hawkins

John L. Hawkins - Vice President of Large Wrecker Sales
Miller Industries Towing Equipment Inc.

THIS IS TO CERTIFY THAT

John Tumino

HAS SATISFACTORILY COMPLETED A SPECIALTY
ONE DAY COURSE IN

AIR CUSHION SAFETY PROCEDURES

PRESENTED BY

INTERNATIONAL RECOVERY ASSOCIATES, INC.

HAVING COMPLETED EXAMINATION ON July 10, 1999

AT Flora Wrecker Sales, Inc.

INSTRUCTOR

INSTRUCTOR

CERTIFICATE OF ACHIEVEMENT

This certificate is awarded to

JOHN TUMINO

for attending a one day training program on

Insights into Air Cushion Applications and Uses

Presented by the Garden State Towman's Association

Michael R. Scott

Signature Michael R. Scott

Trainer

2-8-04

Date February 2004

Mary Deigh Bartusian

Signature Mary Deigh Bartusian, Garden State Towman's Assoc. Executive Director

2-6-04

Date February 2004

Certificate of Attendance

This Award is Presented to

John Tumino

In Appreciation of Attendance of the

**Roadside Logic Seminar
Effective Dispatching**

Given this 16th day of February in the year 1999.

David L. Caruthers
Signature

TRAINING CERTIFICATE

PRESENTED TO

John M. Davis

Has successfully completed
a training course for

Advanced Wood and Stencil at Woodwork with Geometry

Presented this 24th day of SEPTEMBER 19 27.

Joseph J. Davis
SIGNED

ASBO

REGISTRATION 1000-5



Concepts and Techniques of Towing and Recovery

We, award this Training Certificate to

Spencer A. Nasser
course Advanced Heavy Recovery
at Parsons Academy
on October 10 & 11, 1998

They have attended our Towing, Rescue, Recovery or Air Cushion Seminar here

We acknowledge that he or she has successfully attended a course on many training aspects of towing, rescue and recovery, and is presented with this Certificate of Achievement for completion of this Seminar, as a part of the Towing and Recovery Association's Certificate Program.

Joseph J. Dwyer INSTRUCTORS C. Thomas Luciano

Certificate of Recognition

presented to

Lawrence LaManna

*for your consistent efforts toward achieving compliance with D.O.I. regulations.
F.M.C.S.R. 382.603 Drug and Alcohol Training for Supervisors*



National Safety Compliance, Inc.

President
Ronald J. Raslowsky

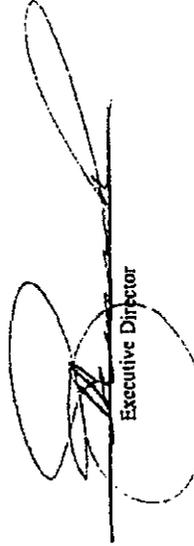
Lincoln Technical Institute

Larry LaManna

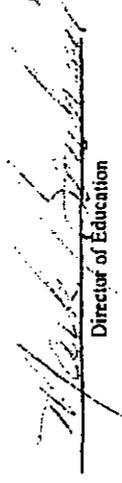
Has attended and successfully completed the

New Jersey State Specific Informational Course
&
Emissions Inspector Training

May 10, 1999



Executive Director



Director of Education

**NEW JERSEY MOTOR TRUCK ASSOCIATION
CONTINUING EDUCATION**

CERTIFIES THAT

LARRY LaMANNA

has attended a workshop on

INTERNATIONAL FUEL TAX AGREEMENT

April 29, 1999

Samuel L. Cunningham
Executive Director
New Jersey Motor Truck Association

William M. ...
Workshop Instructor



Concepts and Techniques of Towing and Recovery

We award this Training Certificate to

Wendy Beck

They have attended our Towing, Rescue, Recovery or Air Cushion Seminar here

course ADVANCED HEAVY DUTY TOWING & RECOVERY TECHNIQUES

at Middlesex County Fire Academy

on October 19-21, 2001

We acknowledge that he or she has successfully attended a course on many training aspects of towing, rescue and recovery, and is presented with this Certificate of Achievement for completion of this Seminar, as a part of the Towing and Recovery Association's Certificate Program.

Thomas M. Mearns

INSTRUCTORS

Joseph J. DeGuz

THIS IS TO CERTIFY THAT

Steven Cooke

***HAS SATISFACTORILY COMPLETED A SPECIALTY
ONE DAY COURSE IN***

AIR CUSHION SAFETY PROCEDURES

**PRESENTED BY
INTERNATIONAL RECOVERY ASSOCIATES, INC.**

HAVING COMPLETED EXAMINATION ON July 10, 1999

AT Flora Wrecker Sales, Inc.

INSTRUCTOR

INSTRUCTOR

National Driver
Certification Program



This certificate is presented to

STEVE MUND

In recognition of becoming a Level 3 Certified Heavy Recovery Specialist

Steve Kelly
STEVE KELLY
President

February 28, 2000

DATE

EMPLOYEE CERTIFICATION

for

HAZARDOUS MATERIALS' TRAINING and TESTING

HM-126 F

This is to certify that

Michael Miller

has on this date April 2, 1994 completed

the training and has been tested on the following

COURSE OF STUDY

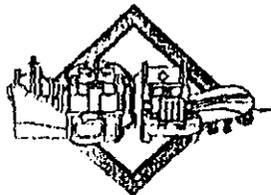
Haz-Mat 126F / Hazardous Communications 1910-1200

Donald J. Pastorek
TRAINER

N.S.C., Inc.

ADDRESS

Brick, New Jersey



HM-126F: A Training Program For HazMat Employees

Verification of participation &
completion of:
Safe HazMat Transportation Training
(see back)

Employee Michael Miller
Date April 2, 1994
Instructor Donald J. Pastorek
Company National Safety Compliance, Inc.



J.J. Keller & Associates, Inc.
3023 W. Riverwood Lane • P.O. Box 308
Neenah, Wisconsin • 54957-0368 • Phone: (414) 723-2818

27-RC

Certificate of Achievement

National Driver
Certification Program

HEAVY RECOVERY SPECIALIST

This certificate is presented

DAVID FULTZ

In recognition of becoming a Level 3 Certified Heavy Recovery Specialist

Sam Brewer

Sam Brewer, President

November, 2006

DATE



TECHNIQUES OF HEAVY DUTY TOWING & RECOVERY



Presented by

The Garden State Towman's Association, Inc.

This Training Certificate is awarded to

Dave Cultz

For successfully completing our

ADVANCED HEAVY DUTY TOWING & RECOVERY SEMINAR

Dempster Fire Academy

October 28-30, 2005

Joseph Sroga

Joseph Sroga
Star Training & Consulting, Inc.



Concepts and Techniques of Towing and Recovery

We award this Training Certificate to

Michael Malone

They have attended our Towing, Rescue, Recovery or Air Cushion Seminar here

course Advanced Towing Recovery

at Advanced Recovery

on October 10-11, 1990

We acknowledge that he or she has successfully attended a course on many training aspects of towing, rescue and recovery, and is presented with this Certificate of Achievement for completion of this seminar, as a part of the Towing and Recovery Association's Certificate Program.

Joseph J. Dwyer

INSTRUCTOR

Thomas Luciano



Concepts and Techniques of Towing and Recovery

We award this Training Certificate to

George Ayala

They have attended our Towing, Rescue, Recovery or Air Cushion Seminar here

course Advanced Light Duty Towing & Recovery

at Orlando One Academy

on June 13 & 14, 1998

We acknowledge that he or she has successfully attended a course on many training aspects of towing, rescue and recovery, and is presented with this Certificate of Achievement for completion of this Seminar, as a part of the Towing and Recovery Association's Certificate Program.

Thomas Luciano

INSTRUCTORS

Joseph J. Dezza



Concepts and Techniques of Towing and Recovery

We award this Training Certificate to

CHRIS DECHER

They have attended our Towing, Rescue, Recovery or Air Cushion Seminar here:

course: ADVANCED HEAVY DUTY TOWING & RECOVERY SEMINAR

at: DEMPSTER FIRE ACADEMY

(date) OCTOBER 22-24, 2004

We acknowledge that he or she has successfully attended a course on many training aspects of towing, rescue and recovery, and is presented with this Certificate of Achievement for completion of this Seminar, as a part of the Towing and Recovery Association's Certificate Program.

Thomas Luciano

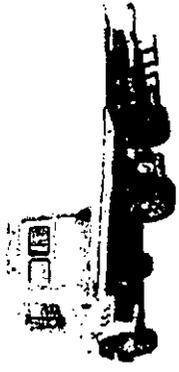
INSTRUCTOR



THIS CERTIFICATE HEREBY CONFIRMS THAT

Alvaro L. Arcella

has successfully completed the prescribed requirements for the
AAA Mid-Atlantic Basic Towing Course



Signed on this 17th Day of October, 2007

Jeff Muñoz

Jeff Muñoz
Field Services Trainer



This Certificate certifies that

*Rodney W. Brydson
Tuminos Towing*

*has completed a Lock Out Training Session
sponsored by the New Jersey Automobile Club*

Marty Koonce, External Operations Mgr.

Date



Certificate of Completion



Awarded to

John Tumino

For successfully completing the Transstar™ training program.

Presented by

TransTech Information Management Systems Incorporated

February 17, 1997



Deborah Gill-Hesselgrave
Director of Training





Certificate of Completion

Awarded to

Larry LaManna

For successfully completing the Transtar™ training program.

Presented by

TransTech Information Management Systems Incorporated

February 17, 1997



Deborah Gill-Hesselgrave
Director of Training





Certificate of Completion



Awarded to

John Aragona

For successfully completing the Transtar™ training program.

Presented by

TransTech Information Management Systems Incorporated

February 17, 1997



Deborah Gill-Hesselgrave
Director of Training





Certificate of Completion

Awarded to

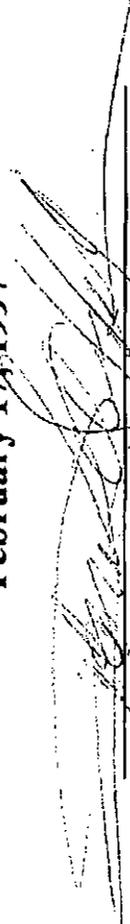
Steve Cooke

For successfully completing the Transtar™ training program.

Presented by

TransTech Information Management Systems Incorporated

February 17, 1997



Deborah Gill-Hesselgrave
Director of Training



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Exhibit G
TOWING/RECOVERY EQUIPMENT INVENTORY

Name of Proposer: Tamino's Towing, Inc.

Provide detailed information on the equipment the proposer has available to meet the needs of this RFP. (Use one sheet per vehicle. Photos may be attached. Not all definitions may be applicable to specific pieces of equipment. State N/A or unknown as applicable in such instances.)

Model Year: 1997

Make: FREIGHTLINER

Model: FLD 120

Axle Configuration (e.g. 4x4, 6x4): 6 X 4

GVWR: 50,000 GCWR: 130,000

Type Tow Truck Wheel-lift Tow Truck
 Flatbed Tow Truck Other: _____

Description: RECOVERY UNIT / UNDER REACH

Lift and tow capacity (on-road) 80,000 pounds

Lift capacity (with outriggers or blocks) 50,000 pounds

Additional features or capabilities:

Suitable for towing/recovery operations with (check all that apply):

- Type I: Passenger Vehicle up to 4,500 lbs (Motorcycles, Cars, SUV's, Mini-vans)
- Type II: Any Vehicle between 4,500 and 10,000 lbs
- Type III: 2 Axle Trucks and Buses between 10,000 to 26,000 lbs
- Type IV: Any Vehicle over 26,000 lbs or over 2 Axles

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Exhibit G
TOWING/RECOVERY EQUIPMENT INVENTORY

Name of Proposer: Tamino's Towing, Inc.

Provide detailed information on the equipment the proposer has available to meet the needs of this RFP. (Use one sheet per vehicle. Photos may be attached. Not all definitions may be applicable to specific pieces of equipment. State N/A or unknown as applicable in such instances.)

Model Year: 1999

Make: FREIGHTLINER

Model: FLD120

Axle Configuration (e.g. 4x4, 6x4): 6 x 4

GVWR: 40,000 GCWR: 120,000

Type Tow Truck Wheel-lift Tow Truck
 Flatbed Tow Truck Other: RECOVERY UNIT / UNDERREACH

Description: RECOVERY UNIT / UNDERREACH

Lift and tow capacity (on-road) 80,000 pounds

Lift capacity (with outriggers or blocks) 50,000 pounds

Additional features or capabilities:

Suitable for towing/recovery operations with (check all that apply):

- Type I: Passenger Vehicle up to 4,500 lbs (Motorcycles, Cars, SUV's, Mini-vans)
- Type II: Any Vehicle between 4,500 and 10,000 lbs
- Type III: 2 Axle Trucks and Buses between 10,000 to 26,000 lbs
- Type IV: Any Vehicle over 26,000 lbs or over 2 Axles

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Exhibit G
TOWING/RECOVERY EQUIPMENT INVENTORY

Name of Proposer: Tumino's Towing, Inc.

Provide detailed information on the equipment the proposer has available to meet the needs of this RFP. (Use one sheet per vehicle. Photos may be attached. Not all definitions may be applicable to specific pieces of equipment. State N/A or unknown as applicable in such instances.)

Model Year: 2001

Make: PETERBILT

Model: 379

Axle Configuration (e.g. 4x4, 6x4): 6 X 4

GVWR: 40,000

GCWR: 120,000

Type Tow Truck Wheel-lift Tow Truck

Flatbed Tow Truck Other: _____

Description: RECOVERY UNIT / UNDERREACH

Lift and tow capacity (on-road) 80,000 pounds

Lift capacity (with outriggers or blocks) 90,000 pounds

Additional features or capabilities:

Suitable for towing/recovery operations with (check all that apply):

- Type I: Passenger Vehicle up to 4,500 lbs (Motorcycles, Cars, SUV's, Mini-vans)
- Type II: Any Vehicle between 4,500 and 10,000 lbs
- Type III: 2 Axle Trucks and Buses between 10,000 to 26,000 lbs
- Type IV: Any Vehicle over 26,000 lbs or over 2 Axles

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Exhibit G.
TOWING/RECOVERY EQUIPMENT INVENTORY

Name of Proposer: Termino's Towing, Inc.

Provide detailed information on the equipment the proposer has available to meet the needs of this RFP. (Use one sheet per vehicle. Photos may be attached. Not all definitions may be applicable to specific pieces of equipment. State N/A or unknown as applicable in such instances.)

Model Year: 2000

Make: PETERBILT

Model: 378

Axle Configuration (e.g. 4x4, 6x4): 6 X 4

GVWR: 40,000 GCWR: 120,000

Type Tow Truck Wheel-lift Tow Truck

Flatbed Tow Truck Other: _____

Description: RECOVERY UNIT / UNDERREACH

Lift and tow capacity (on-road) 80,000 pounds

Lift capacity (with outriggers or blocks) 70,000 pounds

Additional features or capabilities:

Suitable for towing/recovery operations with (check all that apply):

Type I: Passenger Vehicle up to 4,500 lbs
(Motorcycles, Cars, SUV's, Mini-vans)

Type II: Any Vehicle between 4,500 and 10,000 lbs

Type III: 2 Axle Trucks and Buses between 10,000 to 26,000 lbs

Type IV: Any Vehicle over 26,000 lbs or over 2 Axles

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Exhibit G
TOWING/RECOVERY EQUIPMENT INVENTORY

Name of Proposer: Tamiso's Towing, Inc.

Provide detailed information on the equipment the proposer has available to meet the needs of this RFP. (Use one sheet per vehicle. Photos may be attached. Not all definitions may be applicable to specific pieces of equipment. State N/A or unknown as applicable in such instances.)

Model Year: 2003

Make: PETERBILT

Model: 378

Axle Configuration (e.g. 4x4, 6x4): 6 X 4

GVWR: 40,000

GCWR: 120,000

Type Tow Truck Wheel-lift Tow Truck

Flatbed Tow Truck Other: _____

Description: RECOVERY UNIT / UNDERREACH

Lift and tow capacity (on-road) 80,000 pounds

Lift capacity (with outriggers or blocks) 50,000 pounds

Additional features or capabilities:

Suitable for towing/recovery operations with (check all that apply):

- Type I: Passenger Vehicle up to 4,500 lbs (Motorcycles, Cars, SUV's, Mini-vans)
- Type II: Any Vehicle between 4,500 and 10,000 lbs
- Type III: 2 Axle Trucks and Buses between 10,000 to 26,000 lbs
- Type IV: Any Vehicle over 26,000 lbs or over 2 Axles

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**Exhibit G
TOWING/RECOVERY EQUIPMENT INVENTORY**

Name of Proposer: Tumino's Towing, Inc.

Provide detailed information on the equipment the proposer has available to meet the needs of this RFP. (Use one sheet per vehicle. Photos may be attached. Not all definitions may be applicable to specific pieces of equipment. State N/A or unknown as applicable in such instances.)

Model Year: 2004

Make: PETERBILT

Model: 378

Axle Configuration (e.g. 4x4, 6x4): 6 X 4

GVWR: 40,000 GCWR: 120,000

Type Tow Truck Wheel-lift Tow Truck

Flatbed Tow Truck Other: _____

Description: RECOVERY UNIT / UNDERREACH

Lift and tow capacity (on-road) 80,000 pounds

Lift capacity (with outriggers or blocks) 70,000 pounds

Additional features or capabilities:

Available for towing/recovery operations with (check all that apply):

Type I: Passenger Vehicle up to 4,500 lbs
(Motorcycles, Cars, SUV's, Mini-vans)

Type II: Any Vehicle between 4,500 and 10,000 lbs

Type III: 2 Axle Trucks and Buses between 10,000 to 26,000 lbs

Type IV: Any Vehicle over 26,000 lbs or over 2 Axles

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**Exhibit G
TOWING/RECOVERY EQUIPMENT INVENTORY**

Name of Proposer: Tumino's Towing, Inc.

Provide detailed information on the equipment the proposer has available to meet the needs of this RFP. (Use one sheet per vehicle. Photos may be attached. Not all definitions may be applicable to specific pieces of equipment. State N/A or unknown as applicable in such instances.)

Model Year: 2005

Make: PETERBILT

Model: 378

Axle Configuration (e.g. 4x4, 6x4): 6 X 4

GVWR: 40,000 GCWR: 120,000

Type Tow Truck Wheel-lift Tow Truck

Flatbed Tow Truck Other: _____

Description: RECOVERY UNIT / UNDERREACH

Lift and tow capacity (on-road) 40,000 pounds

Lift capacity (with outriggers or blocks) 70,000 pounds

Additional features or capabilities:

Available for towing/recovery operations with (check all that apply):

- Type I: Passenger Vehicle up to 4,500 lbs (Motorcycles, Cars, SUV's, Mini-vans)
- Type II: Any Vehicle between 4,500 and 10,000 lbs
- Type III: 2 Axle Trucks and Buses between 10,000 to 26,000 lbs
- Type IV: Any Vehicle over 26,000 lbs or over 2 Axles

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Exhibit G
TOWING/RECOVERY EQUIPMENT INVENTORY

Name of Proposer: Tumino's Towing, Inc.

Provide detailed information on the equipment the proposer has available to meet the needs of this RFP. (Use one sheet per vehicle. Photos may be attached. Not all definitions may be applicable to specific pieces of equipment. State N/A or unknown as applicable in such instances.)

Model Year: 2006

Make: PETERBILT

Model: 379

Axle Configuration (e.g. 4x4, 6x4): 6 X 4

GVWR: 54,320 GCWR: 134,320

Type Tow Truck Wheel-lift Tow Truck

Flatbed Tow Truck Other: _____

Description: RECOVERY UNIT / UNDERREACH

Lift and tow capacity (on-road) 80,000 pounds

Lift capacity (with outriggers or blocks) 70,000 pounds

Additional features or capabilities:

Suitable for towing/recovery operations with (check all that apply):

- Type I: Passenger Vehicle up to 4,500 lbs (Motorcycles, Cars, SUV's, Mini-vans)
- Type II: Any Vehicle between 4,500 and 10,000 lbs
- Type III: 2 Axle Trucks and Buses between 10,000 to 26,000 lbs
- Type IV: Any Vehicle over 26,000 lbs or over 2 Axles

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Exhibit G
TOWING/RECOVERY EQUIPMENT INVENTORY

Name of Proposer: Termino's Towing, Inc.

Provide detailed information on the equipment the proposer has available to meet the needs of this RFP. (Use one sheet per vehicle. Photos may be attached. Not all definitions may be applicable to specific pieces of equipment. State N/A or unknown as applicable in such instances.)

Model Year: 2006
Make: PETERBILT
Model: 379
Axle Configuration (e.g. 4x4, 6x4): 6 X 4
GVWR: 54,320 GCWR: 134,320

Type Tow Truck Wheel-lift Tow Truck
 Flatbed Tow Truck Other: _____
Description: RECOVERY UNIT / UNDERREACH

Lift and tow capacity (on-road) 80,000 pounds
Lift capacity (with outriggers or blocks) 70,000 pounds
Additional features or capabilities:

- Suitable for towing/recovery operations with (check all that apply):
- Type I: Passenger Vehicle up to 4,500 lbs (Motorcycles, Cars, SUV's, Mini-vans)
 - Type II: Any Vehicle between 4,500 and 10,000 lbs
 - Type III: 2 Axle Trucks and Buses between 10,000 to 26,000 lbs
 - Type IV: Any Vehicle over 26,000 lbs or over 2 Axles

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Exhibit G
TOWING/RECOVERY EQUIPMENT INVENTORY

Name of Proposer: Tumino's Towing, Inc.

Provide detailed information on the equipment the proposer has available to meet the needs of this RFP. (Use one sheet per vehicle. Photos may be attached. Not all definitions may be applicable to specific pieces of equipment. State N/A or unknown as applicable in such instances.)

Model Year: 2007

Make: PETER BILT

Model: 379

Axle Configuration (e.g. 4x4, 6x4): 8 X 4

GVWR: 40,000

GCWR: 120,000

Type Tow Truck Wheel-lift Tow Truck
 Flatbed Tow Truck Other: _____

Description: RECOVERY UNIT / UNDER REACH

Lift and tow capacity (on-road) 80,000 pounds

Lift capacity (with outriggers or blocks) 100,000 pounds

Additional features or capabilities:

Suitable for towing/recovery operations with (check all that apply):

- Type I: Passenger Vehicle up to 4,500 lbs (Motorcycles, Cars, SUV's, Mini-vans)
- Type II: Any Vehicle between 4,500 and 10,000 lbs
- Type III: 2 Axle Trucks and Buses between 10,000 to 26,000 lbs
- Type IV: Any Vehicle over 26,000 lbs or over 2 Axles

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Exhibit G
TOWING/RECOVERY EQUIPMENT INVENTORY

Name of Proposer: Timino's Towing, Inc.

Provide detailed information on the equipment the proposer has available to meet the needs of this RFP. (Use one sheet per vehicle. Photos may be attached. Not all definitions may be applicable to specific pieces of equipment. State N/A or unknown as applicable in such instances.)

Model Year: 2001

Make: PETERBILT

Model: 378

Axle Configuration (e.g. 4x4, 6x4): 6 X 4

GVWR: 40,000 GCWR: 120,000

Type Tow Truck Wheel-lift Tow Truck
 Flatbed Tow Truck Other: _____

Description: Recovery unit / underreach

Lift and tow capacity (on-road) 80,000 pounds

Lift capacity (with outriggers or blocks) 90,000 pounds

Additional features or capabilities:

Suitable for towing/recovery operations with (check all that apply):

- Type I: Passenger Vehicle up to 4,500 lbs (Motorcycles, Cars, SUV's, Mini-vans)
- Type II: Any Vehicle between 4,500 and 10,000 lbs
- Type III: 2 Axle Trucks and Buses between 10,000 to 26,000 lbs
- Type IV: Any Vehicle over 26,000 lbs or over 2 Axles

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Exhibit G
TOWING/RECOVERY EQUIPMENT INVENTORY

Name of Proposer: Termino's Towing, Inc.

Provide detailed information on the equipment the proposer has available to meet the needs of this RFP. (Use one sheet per vehicle. Photos may be attached. Not all definitions may be applicable to specific pieces of equipment. State N/A or unknown as applicable in such instances.)

Model Year: 1992

Make: PETERBILT

Model: 377

Axle Configuration (e.g. 4x4, 6x4): 6 x 4

GVWR: 80,000

GCWR: 160,000

Type Tow Truck Wheel-lift Tow Truck
 Flatbed Tow Truck Other: _____

Description: Recovery unit/under reach

Lift and tow capacity (on-road) 80,000 pounds

Lift capacity (with outriggers or blocks) 50,000 pounds

Additional features or capabilities:

Suitable for towing/recovery operations with (check all that apply):

- Type I: Passenger Vehicle up to 4,500 lbs (Motorcycles, Cars, SUV's, Mini-vans)
- Type II: Any Vehicle between 4,500 and 10,000 lbs
- Type III: 2 Axle Trucks and Buses between 10,000 to 26,000 lbs
- Type IV: Any Vehicle over 26,000 lbs or over 2 Axles

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Exhibit G
TOWING/RECOVERY EQUIPMENT INVENTORY

Name of Proposer: Tumino's Towing, Inc.

Provide detailed information on the equipment the proposer has available to meet the needs of this RFP. (Use one sheet per vehicle. Photos may be attached. Not all definitions may be applicable to specific pieces of equipment. State N/A or unknown as applicable in such instances.)

Model Year: 2007

Make: PETERBILT

Model: 379

Axle Configuration (e.g. 4x4, 6x4): 6 X 4

GVWR: 54320

GCWR: 134,320 lbs

Type Tow Truck Wheel-lift Tow Truck
 Flatbed Tow Truck Other: _____

Description: Recovery unit / underreach

Lift and tow capacity (on-road) 80,000 pounds

Lift capacity (with outriggers or blocks) 70,000 pounds

Additional features or capabilities:

Suitable for towing/recovery operations with (check all that apply):

- Type I: Passenger Vehicle up to 4,500 lbs (Motorcycles, Cars, SUV's, Mini-vans)
- Type II: Any Vehicle between 4,500 and 10,000 lbs
- Type III: 2 Axle Trucks and Buses between 10,000 to 26,000 lbs
- Type IV: Any Vehicle over 26,000 lbs or over 2 Axles

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Exhibit G
TOWING/RECOVERY EQUIPMENT INVENTORY

Name of Proposer: Timino's Towing, Inc.

Provide detailed information on the equipment the proposer has available to meet the needs of this RFP. (Use one sheet per vehicle. Photos may be attached. Not all definitions may be applicable to specific pieces of equipment. State N/A or unknown as applicable in such instances.)

Model Year: 2007
Make: PETERBILT
Model: 379
Axle Configuration (e.g. 4x4, 6x4): 6 X 4
GVWR: 80,000 GCWR: 160,000

Type Tow Truck Wheel-lift Tow Truck
 Flatbed Tow Truck Other: _____

Description: Recovery unit / under reach

Lift and tow capacity (on-road) 80,000 pounds

Lift capacity (with outriggers or blocks) 70,000 pounds

Additional features or capabilities:

Suitable for towing/recovery operations with (check all that apply):

- Type I: Passenger Vehicle up to 4,500 lbs (Motorcycles, Cars, SUV's, Mini-vans)
- Type II: Any Vehicle between 4,500 and 10,000 lbs
- Type III: 2 Axle Trucks and Buses between 10,000 to 26,000 lbs
- Type IV: Any Vehicle over 26,000 lbs or over 2 Axles

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Exhibit G
TOWING/RECOVERY EQUIPMENT INVENTORY

Name of Proposer: Tomino's Towing, Inc.

Provide detailed information on the equipment the proposer has available to meet the needs of this RFP. (Use one sheet per vehicle. Photos may be attached. Not all definitions may be applicable to specific pieces of equipment. State N/A or unknown as applicable in such instances.)

Model Year: 2007

Make: PETERBILT

Model: 378

Axle Configuration (e.g. 4x4, 6x4): 8 X 4

GVWR: 80,000

GCWR: 160,000 lbs

Type Tow Truck Wheel-lift Tow Truck

Flatbed Tow Truck Other: _____

Description: Recovery unit / Rotator / underreach

Lift and tow capacity (on-road) 80,000 pounds

Lift capacity (with outriggers or blocks) 150,000 pounds

Additional features or capabilities:

Suitable for towing/recovery operations with (check all that apply):

- Type I: Passenger Vehicle up to 4,500 lbs (Motorcycles, Cars, SUV's, Mini-vans)
- Type II: Any Vehicle between 4,500 and 10,000 lbs
- Type III: 2 Axle Trucks and Buses between 10,000 to 26,000 lbs
- Type IV: Any Vehicle over 26,000 lbs or over 2 Axles

Exhibit G
TOWING/RECOVERY EQUIPMENT INVENTORY

Name of Proposer: Tamino's Towing, Inc.

Provide detailed information on the equipment the proposer has available to meet the needs of this RFP. (Use one sheet per vehicle. Photos may be attached. Not all definitions may be applicable to specific pieces of equipment. State N/A or unknown as applicable in such instances.)

Model Year: 1996

Make: GMC

Model: TOP KICK

Axle Configuration (e.g. 4x4, 6x4): 4 X 2

GVWR: 23,600

GCWR: 49,600 lbs

Type Tow Truck Wheel-lift Tow Truck
 Flatbed Tow Truck Other: _____

Description: Recovery unit / Underreach

Lift and tow capacity (on-road) 26,000 pounds

Lift capacity (with outriggers or blocks) 24,000 pounds

Additional features or capabilities:

Suitable for towing/recovery operations with (check all that apply):

- Type I: Passenger Vehicle up to 4,500 lbs
(Motorcycles, Cars, SUV's, Mini-vans)
- Type II: Any Vehicle between 4,500 and 10,000 lbs
- Type III: 2 Axle Trucks and Buses between 10,000 to 26,000 lbs
- Type IV: Any Vehicle over 26,000 lbs or over 2 Axles

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Exhibit G
TOWING/RECOVERY EQUIPMENT INVENTORY

Name of Proposer: Termino's Towing, Inc.

Provide detailed information on the equipment the proposer has available to meet the needs of this RFP. (Use one sheet per vehicle. Photos may be attached. Not all definitions may be applicable to specific pieces of equipment. State N/A or unknown as applicable in such instances.)

Model Year: 1999
Make: INTERNATIONAL
Model: 4700
Axle Configuration (e.g. 4x4, 6x4): 4 X 2
GVWR: 25,500 GCWR: 45,500

Type Tow Truck Wheel-lift Tow Truck
 Flatbed Tow Truck Other: _____

Description: Recovery unit/ wheel-lift

Lift and tow capacity (on-road) 20,000 pounds

Lift capacity (with outriggers or blocks) 20,000 pounds

Additional features or capabilities:

Suitable for towing/recovery operations with (check all that apply):

- Type I: Passenger Vehicle up to 4,500 lbs
(Motorcycles, Cars, SUV's, Mini-vans)
- Type II: Any Vehicle between 4,500 and 10,000 lbs
- Type III: 2 Axle Trucks and Buses between 10,000 to 26,000 lbs
- Type IV: Any Vehicle over 26,000 lbs or over 2 Axles

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Exhibit G
TOWING/RECOVERY EQUIPMENT INVENTORY

Name of Proposer: Termino's Towing, Inc.

Provide detailed information on the equipment the proposer has available to meet the needs of this RFP. (Use one sheet per vehicle. Photos may be attached. Not all definitions may be applicable to specific pieces of equipment. State N/A or unknown as applicable in such instances.)

Model Year: 1997
Make: INTERNATIONAL
Model: 4700
Axle Configuration (e.g. 4x4, 6x4): 4 X 2
GVWR: 23,440 GCWR: 43,440 lbs

Type Tow Truck Wheel-lift Tow Truck
 Flatbed Tow Truck Other: _____

Description: Recovery unit / wheel-lift

Lift and tow capacity (on-road) 20,000 pounds

Lift capacity (with outriggers or blocks) 18,500 pounds

Additional features or capabilities:

Suitable for towing/recovery operations with (check all that apply):

- Type I: Passenger Vehicle up to 4,500 lbs
(Motorcycles, Cars, SUV's, Mini-vans)
- Type II: Any Vehicle between 4,500 and 10,000 lbs
- Type III: 2 Axle Trucks and Buses between 10,000 to 26,000 lbs
- Type IV: Any Vehicle over 26,000 lbs or over 2 Axles

Exhibit G
TOWING/RECOVERY EQUIPMENT INVENTORY

Name of Proposer: Tumino's Towing, Inc.

Provide detailed information on the equipment the proposer has available to meet the needs of this RFP. (Use one sheet per vehicle. Photos may be attached. Not all definitions may be applicable to specific pieces of equipment. State N/A or unknown as applicable in such instances.)

Model Year: 1996

Make: FORD

Model: 7450

Axle Configuration (e.g. 4x4, 6x4): _____ X _____

GVWR: 15,000 GCWR: 22,500

Type Tow Truck Wheel-lift Tow Truck
 Flatbed Tow Truck Other: _____

Description: _____

Lift and tow capacity (on-road) 7,500 pounds

Lift capacity (with outriggers or blocks) 20,000 pounds

Additional features or capabilities:

Suitable for towing/recovery operations with (check all that apply):

- Type I: Passenger Vehicle up to 4,500 lbs (Motorcycles, Cars, SUV's, Mini-vans)
- Type II: Any Vehicle between 4,500 and 10,000 lbs
- Type III: 2 Axle Trucks and Buses between 10,000 to 26,000 lbs
- Type IV: Any Vehicle over 26,000 lbs or over 2 Axles

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Exhibit G
TOWING/RECOVERY EQUIPMENT INVENTORY

Name of Proposer: Tomino's Towing, Inc.

Provide detailed information on the equipment the proposer has available to meet the needs of this RFP. (Use one sheet per vehicle. Photos may be attached. Not all definitions may be applicable to specific pieces of equipment. State N/A or unknown as applicable in such instances.)

Model Year: 2004

Make: FORD

Model: 7350

Axle Configuration (e.g. 4x4, 6x4): 4 X 2

GVWR: 15,000 GCWR: 22,500

Type Tow Truck Wheel-lift Tow Truck
 Flatbed Tow Truck Other: _____

Description: _____

Lift and tow capacity (on-road) 7,500 pounds

Lift capacity (with outriggers or blocks) _____ pounds

Additional features or capabilities:

Suitable for towing/recovery operations with (check all that apply):

Type I: Passenger Vehicle up to 4,500 lbs
(Motorcycles, Cars, SUV's, Mini-vans)

Type II: Any Vehicle between 4,500 and 10,000 lbs

Type III: 2 Axle Trucks and Buses between 10,000 to 26,000 lbs

Type IV: Any Vehicle over 26,000 lbs or over 2 Axles

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Exhibit G
TOWING/RECOVERY EQUIPMENT INVENTORY

Name of Proposer: Tamino's Towing, Inc.

Provide detailed information on the equipment the proposer has available to meet the needs of this RFP. (Use one sheet per vehicle. Photos may be attached. Not all definitions may be applicable to specific pieces of equipment. State N/A or unknown as applicable in such instances.)

Model Year: 2006

Make: FORD

Model: E.450

Axle Configuration (e.g. 4x4, 6x4): 4 X 2

GVWR: 14,000 GCWR: _____

Type Tow Truck Wheel-lift Tow Truck
 Flatbed Tow Truck Other: SERVICE TRUCK

Description: _____

Lift and tow capacity (on-road) ~~_____~~ pounds

Lift capacity (with outriggers or blocks) ~~_____~~ pounds

Additional features or capabilities:

Suitable for towing/recovery operations with (check all that apply):

- Type I: Passenger Vehicle up to 4,500 lbs
(Motorcycles, Cars, SUV's, Mini-vans)
- Type II: Any Vehicle between 4,500 and 10,000 lbs
- Type III: 2 Axle Trucks and Buses between 10,000 to 26,000 lbs
- Type IV: Any Vehicle over 26,000 lbs or over 2 Axles

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Exhibit G
TOWING/RECOVERY EQUIPMENT INVENTORY

Name of Proposer: Jumino's Towing, Inc.

Provide detailed information on the equipment the proposer has available to meet the needs of this RFP. (Use one sheet per vehicle. Photos may be attached. Not all definitions may be applicable to specific pieces of equipment. State N/A or unknown as applicable in such instances.)

Model Year: 2007
Make: FREIGHTLINER
Model: M2
Axle Configuration (e.g. 4x4, 6x4): 4 X 2
GVWR: 25,500 GCWR: _____

Type Tow Truck Wheel-lift Tow Truck
 Flatbed Tow Truck Other: ROAD SERVICE TRUCK

Description: _____

Lift and tow capacity (on-road) ~~_____~~ pounds

Lift capacity (with outriggers or blocks) ~~_____~~ pounds

Additional features or capabilities:

Available for towing/recovery operations with (check all that apply):

- Type I: Passenger Vehicle up to 4,500 lbs (Motorcycles, Cars, SUV's, Mini-vans)
- Type II: Any Vehicle between 4,500 and 10,000 lbs
- Type III: 2 Axle Trucks and Buses between 10,000 to 26,000 lbs
- Type IV: Any Vehicle over 26,000 lbs or over 2 Axles

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Exhibit G
TOWING/RECOVERY EQUIPMENT INVENTORY

Name of Proposer: Tumino's Towing, Inc.

Provide detailed information on the equipment the proposer has available to meet the needs of this RFP. (Use one sheet per vehicle. Photos may be attached. Not all definitions may be applicable to specific pieces of equipment. State N/A or unknown as applicable in such instances.)

Model Year: 2000

Make: UD (VOLVO)

Model: 1800

Axle Configuration (e.g. 4x4, 6x4): 4 X 2

GVWR: 17,995 GCWR: _____

Type Tow Truck Wheel-lift Tow Truck
 Flatbed Tow Truck Other: ROAD SERVICE TRUCK

Description: _____

Lift and tow capacity (on-road) ~~_____~~ pounds

Lift capacity (with outriggers or blocks) ~~_____~~ pounds

Additional features or capabilities:

Suitable for towing/recovery operations with (check all that apply):

- Type I: Passenger Vehicle up to 4,500 lbs (Motorcycles, Cars, SUV's, Mini-vans)
- Type II: Any Vehicle between 4,500 and 10,000 lbs
- Type III: 2 Axle Trucks and Buses between 10,000 to 26,000 lbs
- Type IV: Any Vehicle over 26,000 lbs or over 2 Axles

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Exhibit G
TOWING/RECOVERY EQUIPMENT INVENTORY

Name of Proposer: Tumino's Towing, Inc.

Provide detailed information on the equipment the proposer has available to meet the needs of this RFP. (Use one sheet per vehicle. Photos may be attached. Not all definitions may be applicable to specific pieces of equipment. State N/A or unknown as applicable in such instances.)

Model Year: 2003

Make: FORD

Model: F650

Axle Configuration (e.g. 4x4, 6x4): 4 X 2

GVWR: 25,999

GCWR: 51,999 lbs

Type Tow Truck Wheel-lift Tow Truck
 Flatbed Tow Truck Other: _____

Description: Recovery Unit/Underreach

Lift and tow capacity (on-road) 26,000 pounds

Lift capacity (with outriggers or blocks) 24,000 pounds

Additional features or capabilities:

Suitable for towing/recovery operations with (check all that apply):

- Type I: Passenger Vehicle up to 4,500 lbs (Motorcycles, Cars, SUV's, Mini-vans)
- Type II: Any Vehicle between 4,500 and 10,000 lbs
- Type III: 2 Axle Trucks and Buses between 10,000 to 26,000 lbs
- Type IV: Any Vehicle over 26,000 lbs or over 2 Axles

Exhibit G
TOWING/RECOVERY EQUIPMENT INVENTORY

Name of Proposer: Timino's Towing, Inc.

Provide detailed information on the equipment the proposer has available to meet the needs of this RFP. (Use one sheet per vehicle. Photos may be attached. Not all definitions may be applicable to specific pieces of equipment. State N/A or unknown as applicable in such instances.)

Model Year: 1997

Make: UD

Model: 1400

Axle Configuration (e.g. 4x4, 6x4): 4 X 2

GVWR: 17,000

GCWR: _____

Type Tow Truck Wheel-lift Tow Truck
 Flatbed Tow Truck Other: ROAD SERVICE TRUCK

Description: _____

Lift and tow capacity (on-road) _____ pounds

Lift capacity (with outriggers or blocks) _____ pounds

Additional features or capabilities:

Suitable for towing/recovery operations with (check all that apply):

- Type I: Passenger Vehicle up to 4,500 lbs
(Motorcycles, Cars, SUV's, Mini-vans)
- Type II: Any Vehicle between 4,500 and 10,000 lbs
- Type III: 2 Axle Trucks and Buses between 10,000 to 26,000 lbs
- Type IV: Any Vehicle over 26,000 lbs or over 2 Axles

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Exhibit G
TOWING/RECOVERY EQUIPMENT INVENTORY

Name of Proposer: Turnino's Towing, Inc.

Provide detailed information on the equipment the proposer has available to meet the needs of this RFP. (Use one sheet per vehicle. Photos may be attached. Not all definitions may be applicable to specific pieces of equipment. State N/A or unknown as applicable in such instances.)

Model Year: 2005

Make: FREIGHTLINER

Model: M.2

Axle Configuration (e.g. 4x4, 6x4): 4 X 2

GVWR: 29,000 GCWR: 61,000

Type Tow Truck Wheel-lift Tow Truck
 Flatbed Tow Truck Other: _____

Description: Recovery unit / under reach

Lift and tow capacity (on-road) 32,000 pounds

Lift capacity (with outriggers or blocks) 32,000 pounds

Additional features or capabilities:

Suitable for towing/recovery operations with (check all that apply):

- Type I: Passenger Vehicle up to 4,500 lbs
(Motorcycles, Cars, SUV's, Mini-vans)
- Type II: Any Vehicle between 4,500 and 10,000 lbs
- Type III: 2 Axle Trucks and Buses between 10,000 to 26,000 lbs
- Type IV: Any Vehicle over 26,000 lbs or over 2 Axles

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Exhibit G
TOWING/RECOVERY EQUIPMENT INVENTORY

Name of Proposer: Turnino's Towing, Inc.

Provide detailed information on the equipment the proposer has available to meet the needs of this RFP. (Use one sheet per vehicle. Photos may be attached. Not all definitions may be applicable to specific pieces of equipment. State N/A or unknown as applicable in such instances.)

Model Year: 2007

Make: FREIGHTLINER

Model: M.2

Axle Configuration (e.g. 4x4, 6x4): 4 X 2

GVWR: 25,500 GCWR: 25,500

Type Tow Truck Wheel-lift Tow Truck
 Flatbed Tow Truck Other: _____

Description: _____

Lift and tow capacity (on-road) _____ pounds

Lift capacity (with outriggers or blocks) _____ pounds

Additional features or capabilities:

Suitable for towing/recovery operations with (check all that apply):

- Type I: Passenger Vehicle up to 4,500 lbs (Motorcycles, Cars, SUV's, Mini-vans)
- Type II: Any Vehicle between 4,500 and 10,000 lbs
- Type III: 2 Axle Trucks and Buses between 10,000 to 26,000 lbs
- Type IV: Any Vehicle over 26,000 lbs or over 2 Axles

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Exhibit G
TOWING/RECOVERY EQUIPMENT INVENTORY

Name of Proposer: Turnino's Towing, Inc.

Provide detailed information on the equipment the proposer has available to meet the needs of this RFP. (Use one sheet per vehicle. Photos may be attached. Not all definitions may be applicable to specific pieces of equipment. State N/A or unknown as applicable in such instances.)

Model Year: 1999

Make: INTERNATIONAL

Model: 4700

Axle Configuration (e.g. 4x4, 6x4): 4 X 2

GVWR: 25,500 GCWR: 25,500

Type Tow Truck Wheel-lift Tow Truck
 Flatbed Tow Truck Other: _____

Description: Flatbed with wheel lift

Lift and tow capacity (on-road) N/A pounds

Lift capacity (with outriggers or blocks) N/A pounds

Additional features or capabilities:

Suitable for towing/recovery operations with (check all that apply):

- Type I: Passenger Vehicle up to 4,500 lbs
(Motorcycles, Cars, SUV's, Mini-vans)
- Type II: Any Vehicle between 4,500 and 10,000 lbs
- Type III: 2 Axle Trucks and Buses between 10,000 to 26,000 lbs
- Type IV: Any Vehicle over 26,000 lbs or over 2 Axles

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Exhibit G
TOWING/RECOVERY EQUIPMENT INVENTORY

Name of Proposer: Tumino's Towing, Inc.

Provide detailed information on the equipment the proposer has available to meet the needs of this RFP. (Use one sheet per vehicle. Photos may be attached. Not all definitions may be applicable to specific pieces of equipment. State N/A or unknown as applicable in such instances.)

Model Year: 1999

Make: INTERNATIONAL

Model: 4700

Axle Configuration (e.g. 4x4, 6x4): 4 X 2

GVWR: 25,500 GCWR: 25,500

Type Tow Truck Wheel-lift Tow Truck
 Flatbed Tow Truck Other: _____

Description: Flatbed with wheel lift

Lift and tow capacity (on-road) N/A pounds

Lift capacity (with outriggers or blocks) N/A pounds

Additional features or capabilities:

Suitable for towing/recovery operations with (check all that apply):

- Type I: Passenger Vehicle up to 4,500 lbs (Motorcycles, Cars, SUV's, Mini-vans)
- Type II: Any Vehicle between 4,500 and 10,000 lbs
- Type III: 2 Axle Trucks and Buses between 10,000 to 26,000 lbs
- Type IV: Any Vehicle over 26,000 lbs or over 2 Axles

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Exhibit G
TOWING/RECOVERY EQUIPMENT INVENTORY

Name of Proposer: Tamino's Towing, Inc.

Provide detailed information on the equipment the proposer has available to meet the needs of this RFP. (Use one sheet per vehicle. Photos may be attached. Not all definitions may be applicable to specific pieces of equipment. State N/A or unknown as applicable in such instances.)

Model Year: 1996

Make: GMC

Model: TOPKICK

Axle Configuration (e.g. 4x4, 6x4): 4 X 2

GVWR: 32,500 GCWR: 32,500

Type Tow Truck Wheel-lift Tow Truck
 Flatbed Tow Truck Other: _____

Description: Flatbed with wheel lift

Lift and tow capacity (on-road) N/A pounds

Lift capacity (with outriggers or blocks) N/A pounds

Additional features or capabilities:

Suitable for towing/recovery operations with (check all that apply):

- Type I: Passenger Vehicle up to 4,500 lbs
(Motorcycles, Cars, SUV's, Mini-vans)
- Type II: Any Vehicle between 4,500 and 10,000 lbs
- Type III: 2 Axle Trucks and Buses between 10,000 to 26,000 lbs
- Type IV: Any Vehicle over 26,000 lbs or over 2 Axles

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Exhibit G
TOWING/RECOVERY EQUIPMENT INVENTORY

Name of Proposer: Tumino's Towing, Inc.

Provide detailed information on the equipment the proposer has available to meet the needs of this RFP. (Use one sheet per vehicle. Photos may be attached. Not all definitions may be applicable to specific pieces of equipment. State N/A or unknown as applicable in such instances.)

Model Year: 2000

Make: INTERNATIONAL

Model: 4700

Axle Configuration (e.g. 4x4, 6x4): 4 X 2

GVWR: 25,500 GCWR: 25,500

Type Tow Truck Wheel-lift Tow Truck
 Flatbed Tow Truck Other: _____

Description: Flatbed with wheel lift

Lift and tow capacity (on-road) N/A pounds

Lift capacity (with outriggers or blocks) N/A pounds

Additional features or capabilities:

Suitable for towing/recovery operations with (check all that apply):

- Type I: Passenger Vehicle up to 4,500 lbs (Motorcycles, Cars, SUV's, Mini-vans)
- Type II: Any Vehicle between 4,500 and 10,000 lbs
- Type III: 2 Axle Trucks and Buses between 10,000 to 26,000 lbs
- Type IV: Any Vehicle over 26,000 lbs or over 2 Axles

Exhibit G
TOWING/RECOVERY EQUIPMENT INVENTORY

Name of Proposer: Tomino's Towing, Inc.

Provide detailed information on the equipment the proposer has available to meet the needs of this RFP. (Use one sheet per vehicle. Photos may be attached. Not all definitions may be applicable to specific pieces of equipment. State N/A or unknown as applicable in such instances.)

Model Year: 1995

Make: INTERNATIONAL

Model: T444E

Axle Configuration (e.g. 4x4, 6x4): 4 X 2

GVWR: 24,000 GCWR: 24,000

Type Tow Truck Wheel-lift Tow Truck
 Flatbed Tow Truck Other: _____

Description: Flatbed with wheel lift

Lift and tow capacity (on-road) N/A pounds

Lift capacity (with outriggers or blocks) N/A pounds

Additional features or capabilities:

Suitable for towing/recovery operations with (check all that apply):

- Type I: Passenger Vehicle up to 4,500 lbs
(Motorcycles, Cars, SUV's, Mini-vans)
- Type II: Any Vehicle between 4,500 and 10,000 lbs
- Type III: 2 Axle Trucks and Buses between 10,000 to 26,000 lbs
- Type IV: Any Vehicle over 26,000 lbs or over 2 Axles

Exhibit G
TOWING/RECOVERY EQUIPMENT INVENTORY

Name of Proposer: Jimino's Towing, Inc.

Provide detailed information on the equipment the proposer has available to meet the needs of this RFP. (Use one sheet per vehicle. Photos may be attached. Not all definitions may be applicable to specific pieces of equipment. State N/A or unknown as applicable in such instances.)

Model Year: 2001
Make: INTERNATIONAL
Model: 4700
Axle Configuration (e.g. 4x4, 6x4): 4 X 2
GVWR: 25,500 GCWR: 25,500
Type Tow Truck Wheel-lift Tow Truck
 Flatbed Tow Truck Other: _____
Description: Flatbed with wheel lift

Lift and tow capacity (on-road) N/A pounds
Lift capacity (with outriggers or blocks) N/A pounds
Additional features or capabilities:

Suitable for towing/recovery operations with (check all that apply):

- Type I: Passenger Vehicle up to 4,500 lbs
(Motorcycles, Cars, SUV's, Mini-vans)
- Type II: Any Vehicle between 4,500 and 10,000 lbs
- Type III: 2 Axle Trucks and Buses between 10,000 to 26,000 lbs
- Type IV: Any Vehicle over 26,000 lbs or over 2 Axles

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Exhibit G
TOWING/RECOVERY EQUIPMENT INVENTORY

Name of Proposer: Tumino's Towing, Inc.

Provide detailed information on the equipment the proposer has available to meet the needs of this RFP. (Use one sheet per vehicle. Photos may be attached. Not all definitions may be applicable to specific pieces of equipment. State N/A or unknown as applicable in such instances.)

Model Year: 2003

Make: INTERNATIONAL

Model: 4700

Axle Configuration (e.g. 4x4, 6x4): 4 X 2

GVWR: 25,500 GCWR: 25,500

Type Tow Truck Wheel-lift Tow Truck
 Flatbed Tow Truck Other: _____

Description: Flatbed with wheel lift

Lift and tow capacity (on-road) N/A pounds

Lift capacity (with outriggers or blocks) N/A pounds

Additional features or capabilities:

Suitable for towing/recovery operations with (check all that apply):

- Type I: Passenger Vehicle up to 4,500 lbs (Motorcycles, Cars, SUV's, Mini-vans)
- Type II: Any Vehicle between 4,500 and 10,000 lbs
- Type III: 2 Axle Trucks and Buses between 10,000 to 26,000 lbs
- Type IV: Any Vehicle over 26,000 lbs or over 2 Axles

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Exhibit G
TOWING/RECOVERY EQUIPMENT INVENTORY

Name of Proposer: Turnino's Towing, Inc.

Provide detailed information on the equipment the proposer has available to meet the needs of this RFP. (Use one sheet per vehicle. Photos may be attached. Not all definitions may be applicable to specific pieces of equipment. State N/A or unknown as applicable in such instances.)

Model Year: 2001

Make: INTERNATIONAL

Model: 4700

Axle Configuration (e.g. 4x4, 6x4): 4 X 2

GVWR: 25,500 GCWR: 25,500

Type Tow Truck Wheel-lift Tow Truck
 Flatbed Tow Truck Other: _____

Description: Flatbed with wheel lift

Lift and tow capacity (on-road) N/A pounds

Lift capacity (with outriggers or blocks) N/A pounds

Additional features or capabilities:

Suitable for towing/recovery operations with (check all that apply):

- Type I: Passenger Vehicle up to 4,500 lbs (Motorcycles, Cars, SUV's, Mini-vans)
- Type II: Any Vehicle between 4,500 and 10,000 lbs
- Type III: 2 Axle Trucks and Buses between 10,000 to 26,000 lbs
- Type IV: Any Vehicle over 26,000 lbs or over 2 Axles

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Exhibit G
TOWING/RECOVERY EQUIPMENT INVENTORY

Name of Proposer: Tumino's Towing, Inc.

Provide detailed information on the equipment the proposer has available to meet the needs of this RFP. (Use one sheet per vehicle. Photos may be attached. Not all definitions may be applicable to specific pieces of equipment. State N/A or unknown as applicable in such instances.)

Model Year: 2003
Make: INTERNATIONAL
Model: 4700
Axle Configuration (e.g. 4x4, 6x4): 4 X 2
GVWR: 25,500 GCWR: 25,500

Type Tow Truck Wheel-lift Tow Truck
 Flatbed Tow Truck Other: _____

Description: Flatbed with wheel lift

Lift and tow capacity (on-road) N/A pounds

Lift capacity (with outriggers or blocks) N/A pounds

Additional features or capabilities:

Suitable for towing/recovery operations with (check all that apply):

- Type I: Passenger Vehicle up to 4,500 lbs (Motorcycles, Cars, SUV's, Mini-vans)
- Type II: Any Vehicle between 4,500 and 10,000 lbs
- Type III: 2 Axle Trucks and Buses between 10,000 to 26,000 lbs
- Type IV: Any Vehicle over 26,000 lbs or over 2 Axles

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Exhibit G
TOWING/RECOVERY EQUIPMENT INVENTORY

Name of Proposer: Tumino's Towing, Inc.

Provide detailed information on the equipment the proposer has available to meet the needs of this RFP. (Use one sheet per vehicle. Photos may be attached. Not all definitions may be applicable to specific pieces of equipment. State N/A or unknown as applicable in such instances.)

Model Year: 2006

Make: FREIGHTLINER

Model: M-2

Axle Configuration (e.g. 4x4, 6x4): 4 X 2

GVWR: 25,500 GCWR: 25,500

Type Tow Truck Wheel-lift Tow Truck
 Flatbed Tow Truck Other: _____

Description: Flatbed with wheel lift

Lift and tow capacity (on-road) N/A pounds

Lift capacity (with outriggers or blocks) N/A pounds

Additional features or capabilities:

Suitable for towing/recovery operations with (check all that apply):

- Type I: Passenger Vehicle up to 4,500 lbs (Motorcycles, Cars, SUV's, Mini-vans)
- Type II: Any Vehicle between 4,500 and 10,000 lbs
- Type III: 2 Axle Trucks and Buses between 10,000 to 26,000 lbs
- Type IV: Any Vehicle over 26,000 lbs or over 2 Axles

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Exhibit G
TOWING/RECOVERY EQUIPMENT INVENTORY

Name of Proposer: Tumino's Towing, Inc.

Provide detailed information on the equipment the proposer has available to meet the needs of this RFP. (Use one sheet per vehicle. Photos may be attached. Not all definitions may be applicable to specific pieces of equipment. State N/A or unknown as applicable in such instances.)

Model Year: 2007
Make: FREIGHTLINER
Model: M-2
Axle Configuration (e.g. 4x4, 6x4): 4 X 2
GVWR: 25,500 GCWR: 25,500

Type Tow Truck Wheel-lift Tow Truck
 Flatbed Tow Truck Other: _____

Description: Flatbed with wheel lift

Lift and tow capacity (on-road) N/A pounds
Lift capacity (with outriggers or blocks) N/A pounds

Additional features or capabilities:

Suitable for towing/recovery operations with (check all that apply):

- Type I: Passenger Vehicle up to 4,500 lbs (Motorcycles, Cars, SUV's, Mini-vans)
- Type II: Any Vehicle between 4,500 and 10,000 lbs
- Type III: 2 Axle Trucks and Buses between 10,000 to 26,000 lbs
- Type IV: Any Vehicle over 26,000 lbs or over 2 Axles

Exhibit G
TOWING/RECOVERY EQUIPMENT INVENTORY

Name of Proposer: Tomino's Towing, Inc.

Provide detailed information on the equipment the proposer has available to meet the needs of this RFP. (Use one sheet per vehicle. Photos may be attached. Not all definitions may be applicable to specific pieces of equipment. State N/A or unknown as applicable in such instances.)

Model Year: 2007

Make: FREIGHTLINER

Model: M.2

Axle Configuration (e.g. 4x4, 6x4): 4 X 2

GVWR: 25,500 GCWR: 25,500

Type Tow Truck Wheel-lift Tow Truck
 Flatbed Tow Truck Other: _____

Description: Flatbed with wheel lift

Lift and tow capacity (on-road) N/A pounds

Lift capacity (with outriggers or blocks) N/A pounds

Additional features or capabilities:

Suitable for towing/recovery operations with (check all that apply):

- Type I: Passenger Vehicle up to 4,500 lbs (Motorcycles, Cars, SUV's, Mini-vans)
- Type II: Any Vehicle between 4,500 and 10,000 lbs
- Type III: 2 Axle Trucks and Buses between 10,000 to 26,000 lbs
- Type IV: Any Vehicle over 26,000 lbs or over 2 Axles

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Exhibit G
TOWING/RECOVERY EQUIPMENT INVENTORY

Name of Proposer: Tumino's Towing, Inc.

Provide detailed information on the equipment the proposer has available to meet the needs of this RFP. (Use one sheet per vehicle. Photos may be attached. Not all definitions may be applicable to specific pieces of equipment. State N/A or unknown as applicable in such instances.)

Model Year: 2003

Make: FORD

Model: F650

Axle Configuration (e.g. 4x4, 6x4): 4 X 2

GVWR: 25,999 GCWR: 25,999

Type Tow Truck Wheel-lift Tow Truck
 Flatbed Tow Truck Other: _____

Description: Flatbed with wheel lift

Lift and tow capacity (on-road) N/A pounds

Lift capacity (with outriggers or blocks) N/A pounds

Additional features or capabilities:

Suitable for towing/recovery operations with (check all that apply):

- Type I: Passenger Vehicle up to 4,500 lbs (Motorcycles, Cars, SUV's, Mini-vans)
- Type II: Any Vehicle between 4,500 and 10,000 lbs
- Type III: 2 Axle Trucks and Buses between 10,000 to 26,000 lbs
- Type IV: Any Vehicle over 26,000 lbs or over 2 Axles

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Exhibit G
TOWING/RECOVERY EQUIPMENT INVENTORY

Name of Proposer: Tumino's Towing, Inc.

Provide detailed information on the equipment the proposer has available to meet the needs of this RFP. (Use one sheet per vehicle. Photos may be attached. Not all definitions may be applicable to specific pieces of equipment. State N/A or unknown as applicable in such instances.)

Model Year: 1996

Make: FREIGHT LINER

Model: FLD 120

Axle Configuration (e.g. 4x4, 6x4): 6 X 4

GVWR: 80,000 GCWR: _____

Type Tow Truck Wheel-lift Tow Truck
 Flatbed Tow Truck Other: Road Tractor

Description: Pulls our different Trailers

Lift and tow capacity (on-road) N/A pounds

Lift capacity (with outriggers or blocks) N/A pounds

Additional features or capabilities:

Suitable for towing/recovery operations with (check all that apply):

- Type I: Passenger Vehicle up to 4,500 lbs (Motorcycles, Cars, SUV's, Mini-vans)
- Type II: Any Vehicle between 4,500 and 10,000 lbs
- Type III: 2 Axle Trucks and Buses between 10,000 to 26,000 lbs
- Type IV: Any Vehicle over 26,000 lbs or over 2 Axles

27

Exhibit G
TOWING/RECOVERY EQUIPMENT INVENTORY

Name of Proposer: Tomino's Towing, Inc.

Provide detailed information on the equipment the proposer has available to meet the needs of this RFP. (Use one sheet per vehicle. Photos may be attached. Not all definitions may be applicable to specific pieces of equipment. State N/A or unknown as applicable in such instances.)

Model Year: 1996

Make: FREIGHTLINER

Model: FLD120

Axle Configuration (e.g. 4x4, 6x4): 6 X 4

GVWR: 80,000

GCWR: 80,000

Type Tow Truck Weel-lift Tow Truck

Flatbed Tow Truck Other: Road Tractor

Description: pulls our different Trailers

Lift and tow capacity (on-road) WIA pounds

Lift capacity (with outriggers or blocks) WIA pounds

Additional features or capabilities:

Suitable for towing/recovery operations with (check all that apply):

- Type I: Passenger Vehicle up to 4,500 lbs
(Motorcycles, Cars, SUV's, Mini-vans)
- Type II: Any Vehicle between 4,500 and 10,000 lbs
- Type III: 2 Axle Trucks and Buses between 10,000 to 26,000 lbs
- Type IV: Any Vehicle over 26,000 lbs or over 2 Axles

40

Exhibit G
TOWING/RECOVERY EQUIPMENT INVENTORY

Name of Proposer: Tomino's Towing, Inc.

Provide detailed information on the equipment the proposer has available to meet the needs of this RFP. (Use one sheet per vehicle. Photos may be attached. Not all definitions may be applicable to specific pieces of equipment. State N/A or unknown as applicable in such instances.)

Model Year: 2000

Make: PETERBILT

Model: 378

Axle Configuration (e.g. 4x4, 6x4): 6 X 4

VWR: 80,000

GCWR: 89,000

Type Tow Truck Wheel-lift Tow Truck
 Flatbed Tow Truck Other: Road Tractor

Description: pulls our different trailers.

Lift and tow capacity (on-road) N/A pounds

Lift capacity (with outriggers or blocks) N/A pounds

Additional features or capabilities:

Suitable for towing/recovery operations with (check all that apply):

- Type I: Passenger Vehicle up to 4,500 lbs (Motorcycles, Cars, SUV's, Mini-vans)
- Type II: Any Vehicle between 4,500 and 10,000 lbs
- Type III: 2 Axle Trucks and Buses between 10,000 to 26,000 lbs
- Type IV: Any Vehicle over 26,000 lbs or over 2 Axles

54

Exhibit G
TOWING/RECOVERY EQUIPMENT INVENTORY

Name of Proposer: Termino's Towing, Inc.

Provide detailed information on the equipment the proposer has available to meet the needs of this RFP. (Use one sheet per vehicle. Photos may be attached. Not all definitions may be applicable to specific pieces of equipment. State N/A or unknown as applicable in such instances.)

Model Year: 2007

Make: PETERBILT

Model: 379

Axle Configuration (e.g. 4x4, 6x4): 6 X 4

GVWR: 80,000 GCWR: 80,000

Type Tow Truck Wheel-lift Tow Truck
 Flatbed Tow Truck Other: Road Tractor

Description: pulls our different Tractors.

Lift and tow capacity (on-road) N/A pounds

Lift capacity (with outriggers or blocks) N/A pounds

Additional features or capabilities:

Suitable for towing/recovery operations with (check all that apply):

- Type I: Passenger Vehicle up to 4,500 lbs (Motorcycles, Cars, SUV's, Mini-vans)
- Type II: Any Vehicle between 4,500 and 10,000 lbs
- Type III: 2 Axle Trucks and Buses between 10,000 to 26,000 lbs
- Type IV: Any Vehicle over 26,000 lbs or over 2 Axles

T6

Exhibit G
TOWING/RECOVERY EQUIPMENT INVENTORY

Name of Proposer: Tomino's Towing, Inc.

Provide detailed information on the equipment the proposer has available to meet the needs of this RFP. (Use one sheet per vehicle. Photos may be attached. Not all definitions may be applicable to specific pieces of equipment. State N/A or unknown as applicable in such instances.)

Model Year: 2008

Make: TRAILERZE

Model: TE 80DG - Detachable

Axle Configuration (e.g. 4x4, 6x4): — X —

GVWR: — GCWR: —

Type Tow Truck Wheel-lift Tow Truck
 Flatbed Tow Truck Other: 50 Ton Detachable

Description: Trailer used for Heavy Equipment and motor coaches.

Lift and tow capacity (on-road) N/A pounds

Lift capacity (with outriggers or blocks) N/A pounds

Additional features or capabilities:

Suitable for towing/recovery operations with (check all that apply):

- Type I: Passenger Vehicle up to 4,500 lbs (Motorcycles, Cars, SUV's, Mini-vans)
- Type II: Any Vehicle between 4,500 and 10,000 lbs
- Type III: 2 Axle Trucks and Buses between 10,000 to 26,000 lbs
- Type IV: Any Vehicle over 26,000 lbs or over 2 Axles

T.3

Exhibit G
TOWING/RECOVERY EQUIPMENT INVENTORY

Name of Proposer: Turnino's Towing, Inc.

Provide detailed information on the equipment the proposer has available to meet the needs of this RFP. (Use one sheet per vehicle. Photos may be attached. Not all definitions may be applicable to specific pieces of equipment. State N/A or unknown as applicable in such instances.)

Model Year: 2000

Make: FONTAINE

Model: Detachable

Axle Configuration (e.g. 4x4, 6x4): — X —

VWR: — GCWR: —

Type Tow Truck Wheel-lift Tow Truck

Flatbed Tow Truck Other: 50 ton

Description: Detachable Gooseneck For Equipment Hauling

Lift and tow capacity (on-road) N/A pounds

Lift capacity (with outriggers or blocks) N/A pounds

Additional features or capabilities:

Suitable for towing/recovery operations with (check all that apply):

- Type I: Passenger Vehicle up to 4,500 lbs (Motorcycles, Cars, SUV's, Mini-vans)
- Type II: Any Vehicle between 4,500 and 10,000 lbs
- Type III: 2 Axle Trucks and Buses between 10,000 to 26,000 lbs
- Type IV: Any Vehicle over 26,000 lbs or over 2 Axles

75

Exhibit G
TOWING/RECOVERY EQUIPMENT INVENTORY

Name of Proposer: Tumino's Towing, Inc.

Provide detailed information on the equipment the proposer has available to meet the needs of this RFP. (Use one sheet per vehicle. Photos may be attached. Not all definitions may be applicable to specific pieces of equipment. State N/A or unknown as applicable in such instances.)

Model Year: 2004

Make: LANDOLL

Model: 660

Axle Configuration (e.g. 4x4, 6x4): X

GVWR: GCWR:

Type Tow Truck Wheel-lift Tow Truck
 Flatbed Tow Truck Other: Landoll Trailer

Description: with a 35 ton capacity

Lift and tow capacity (on-road) N/A pounds

Lift capacity (with outriggers or blocks) N/A pounds

Additional features or capabilities:

Available for towing/recovery operations with (check all that apply):

- Type I: Passenger Vehicle up to 4,500 lbs (Motorcycles, Cars, SUV's, Mini-vans)
- Type II: Any Vehicle between 4,500 and 10,000 lbs
- Type III: 2 Axle Trucks and Buses between 10,000 to 26,000 lbs
- Type IV: Any Vehicle over 26,000 lbs or over 2 Axles

T. 4

Exhibit G
TOWING/RECOVERY EQUIPMENT INVENTORY

Name of Proposer: Tomino's Towing, Inc.

Provide detailed information on the equipment the proposer has available to meet the needs of this RFP. (Use one sheet per vehicle. Photos may be attached. Not all definitions may be applicable to specific pieces of equipment. State N/A or unknown as applicable in such instances.)

Model Year: 2001

Make: LANDOLL

Model: 660

Axle Configuration (e.g. 4x4, 6x4): X

VWR: GCWR:

Type Tow Truck Wheel-lift Tow Truck
 Flatbed Tow Truck Other: Landoll Trailer

Description: with a 35 ton capacity

Lift and tow capacity (on-road) N/A pounds

Lift capacity (with outriggers or blocks) N/A pounds

Additional features or capabilities:

Suitable for towing/recovery operations with (check all that apply):

- Type I: Passenger Vehicle up to 4,500 lbs (Motorcycles, Cars, SUV's, Mini-vans)
- Type II: Any Vehicle between 4,500 and 10,000 lbs
- Type III: 2 Axle Trucks and Buses between 10,000 to 26,000 lbs
- Type IV: Any Vehicle over 26,000 lbs or over 2 Axles

T-2

Exhibit G
TOWING/RECOVERY EQUIPMENT INVENTORY

Name of Proposer: Tumino's Towing, Inc.

Provide detailed information on the equipment the proposer has available to meet the needs of this RFP. (Use one sheet per vehicle. Photos may be attached. Not all definitions may be applicable to specific pieces of equipment. State N/A or unknown as applicable in such instances.)

Model Year: 1998

Make: LANDOLL

Model: 660

Axle Configuration (e.g. 4x4, 6x4): N/A X N/A

GVWR: _____ GCWR: _____

Type Tow Truck Wheel-lift Tow Truck
 Flatbed Tow Truck Other: Landoll Trailer

Description: with a 35 ton capacity

Lift and tow capacity (on-road) N/A pounds

Lift capacity (with outriggers or blocks) N/A pounds

Additional features or capabilities:

Suitable for towing/recovery operations with (check all that apply):

- Type I: Passenger Vehicle up to 4,500 lbs
(Motorcycles, Cars, SUV's, Mini-vans)
- Type II: Any Vehicle between 4,500 and 10,000 lbs
- Type III: 2 Axle Trucks and Buses between 10,000 to 26,000 lbs
- Type IV: Any Vehicle over 26,000 lbs or over 2 Axles

Exhibit G
TOWING/RECOVERY EQUIPMENT INVENTORY

Name of Proposer: Tumino's Towing, Inc.

Provide detailed information on the equipment the proposer has available to meet the needs of this RFP. (Use one sheet per vehicle. Photos may be attached. Not all definitions may be applicable to specific pieces of equipment. State N/A or unknown as applicable in such instances.)

Model Year: _____

Make: Hyster

Model: Electric Pellet Jack - W40Z

Axle Configuration (e.g. 4x4, 6x4): — X —

GVWR: — GCWR: —

Type Tow Truck Wheel-lift Tow Truck
 Flatbed Tow Truck Other: _____

Description: 5,000 lbs capacity

Lift and tow capacity (on-road) _____ pounds

Lift capacity (with outriggers or blocks) _____ pounds

Additional features or capabilities:

Suitable for towing/recovery operations with (check all that apply):

- Type I: Passenger Vehicle up to 4,500 lbs
(Motorcycles, Cars, SUV's, Mini-vans)
- Type II: Any Vehicle between 4,500 and 10,000 lbs
- Type III: 2 Axle Trucks and Buses between 10,000 to 26,000 lbs
- Type IV: Any Vehicle over 26,000 lbs or over 2 Axles

Exhibit G
TOWING/RECOVERY EQUIPMENT INVENTORY

Name of Proposer: Tumino's Towing, Inc.

Provide detailed information on the equipment the proposer has available to meet the needs of this RFP. (Use one sheet per vehicle. Photos may be attached. Not all definitions may be applicable to specific pieces of equipment. State N/A or unknown as applicable in such instances.)

Model Year: _____

Make: Ingersoll - Rand

Model: L64MH - Light Tower

Axle Configuration (e.g. 4x4, 6x4): _____ X _____

GVWR: _____ GCWR: _____

Type Tow Truck Wheel-lift Tow Truck
 Flatbed Tow Truck Other: _____

Description: _____

Light Tower

Lift and tow capacity (on-road) _____ pounds

Lift capacity (with outriggers or blocks) _____ pounds

Additional features or capabilities:

Suitable for towing/recovery operations with (check all that apply):

- Type I: Passenger Vehicle up to 4,500 lbs
(Motorcycles, Cars, SUV's, Mini-vans)
- Type II: Any Vehicle between 4,500 and 10,000 lbs
- Type III: 2 Axle Trucks and Buses between 10,000 to 26,000 lbs
- Type IV: Any Vehicle over 26,000 lbs or over 2 Axles

Exhibit G
TOWING/RECOVERY EQUIPMENT INVENTORY

Name of Proposer: Timino's Towing, Inc.

Provide detailed information on the equipment the proposer has available to meet the needs of this RFP. (Use one sheet per vehicle. Photos may be attached. Not all definitions may be applicable to specific pieces of equipment. State N/A or unknown as applicable in such instances.)

Model Year: _____

Make: CATERPILLAR

Model: VC60C - TYPE D

Axle Configuration (e.g. 4x4, 6x4): _____ X _____

GVWR: _____ GCWR: _____

Type Tow Truck Wheel-lift Tow Truck
 Flatbed Tow Truck Other: FORKLIFT

Description: _____

Lift and tow capacity (on-road) _____ pounds

Lift capacity (with outriggers or blocks) 10,000 pounds

Additional features or capabilities:

Suitable for towing/recovery operations with (check all that apply):

- Type I: Passenger Vehicle up to 4,500 lbs
(Motorcycles, Cars, SUV's, Mini-vans)
- Type II: Any Vehicle between 4,500 and 10,000 lbs
- Type III: 2 Axle Trucks and Buses between 10,000 to 26,000 lbs
- Type IV: Any Vehicle over 26,000 lbs or over 2 Axles

Exhibit G
TOWING/RECOVERY EQUIPMENT INVENTORY

Name of Proposer: Timino's Towing, Inc.

Provide detailed information on the equipment the proposer has available to meet the needs of this RFP. (Use one sheet per vehicle. Photos may be attached. Not all definitions may be applicable to specific pieces of equipment. State N/A or unknown as applicable in such instances.)

Model Year: _____

Make: CLARK

Model: C25 - TYPE G

Axle Configuration (e.g. 4x4, 6x4): _____ X _____

GVWR: _____ GCWR: _____

Type Tow Truck Wheel-lift Tow Truck
 Flatbed Tow Truck Other: FORKLIFT

Description: _____

Lift and tow capacity (on-road) _____ pounds

Lift capacity (with outriggers or blocks) 6,000 pounds

Additional features or capabilities:

Suitable for towing/recovery operations with (check all that apply):

- Type I: Passenger Vehicle up to 4,500 lbs
(Motorcycles, Cars, SUV's, Mini-vans)
- Type II: Any Vehicle between 4,500 and 10,000 lbs
- Type III: 2 Axle Trucks and Buses between 10,000 to 26,000 lbs
- Type IV: Any Vehicle over 26,000 lbs or over 2 Axles

Exhibit G
TOWING/RECOVERY EQUIPMENT INVENTORY

Name of Proposer: Tumino's Towing, Inc.

Provide detailed information on the equipment the proposer has available to meet the needs of this RFP. (Use one sheet per vehicle. Photos may be attached. Not all definitions may be applicable to specific pieces of equipment. State N/A or unknown as applicable in such instances.)

Model Year: 1983

Make: JOHN DEERE

Model: 544C

Axle Configuration (e.g. 4x4, 6x4): _____ X _____

GVWR: 24,000

GCWR: _____

Type Tow Truck Wheel-lift Tow Truck
 Flatbed Tow Truck Other: FRONT LOADER

Description: WITH FORKLIFT ATTACHMENT
AND ALL-TERRAIN TIRES

Lift and tow capacity (on-road) _____ pounds

Lift capacity (with outriggers or blocks) _____ pounds

Additional features or capabilities:

Suitable for towing/recovery operations with (check all that apply):

- Type I: Passenger Vehicle up to 4,500 lbs
(Motorcycles, Cars, SUV's, Mini-vans)
- Type II: Any Vehicle between 4,500 and 10,000 lbs
- Type III: 2 Axle Trucks and Buses between 10,000 to 26,000 lbs
- Type IV: Any Vehicle over 26,000 lbs or over 2 Axles

Exhibit H
IMPOUND FACILITY(IES)

Name of Proposer: Tumino's Towing, Inc.

Provide detailed information on impound facilities the proposer has available to meet the needs of this RFP. (Use one sheet per impound facility Photos, survey maps, or other documents to demonstrate the facility may be attached.

Impound Facility Location: State of New Jersey State of New York

Address: 37 Emerson St.
Ridgefield Park, N.J. 07660

County Bergen

Approximate Square Footage Available for Storage 80,000 Square Feet

Approximate Capacity (Light Vehicles) 250 Vehicles

Approximate Capacity (Large Vehicles) 20 Vehicles

Describe Facility: Facility has both Indoor and Outdoor Storage that exceeds specifications required.

Describe Security: 24 Hour per day personnel on site as well as security cameras and lighting enclosed by fencing of legal height.

Other Information (Optional)

Page 1 of 2 of Impound Facilities

Exhibit H
IMPOUND FACILITY(IES)

Name of Proposer: Tumino's Towing, Inc

Provide detailed information on impound facilities the proposer has available to meet the needs of this RFP. (Use one sheet per impound facility Photos, survey maps, or other documents to demonstrate the facility may be attached.

Impound Facility Location: State of New Jersey State of New York

Address: 900 Julia ST.
Elizabeth, N.J. 07201

County: Union

Approximate Square Footage Available for Storage 30,000 Square Feet

Approximate Capacity (Light Vehicles) 100 Vehicles

Approximate Capacity (Large Vehicles) 10 Vehicles

Describe Facility: Facility exceeds specifications required by RFP.

Describe Security: Fully fenced and lighted.

Other Information (Optional)



John Tumino
PRESIDENT

201-931-1190
FAX 201-641-8830

**HEAVY DUTY
TOWING**

INCLUDING:
Trucks • Cars
Buses • Trailers
Under-Reach
Low Boy Service
Flatbed Service

**QUICK
DEPENDABLE
SERVICE**

24 HOURS
7 DAYS

**LOWEST
REASONABLE
RATES**

FULLY INSURED

37 EMERSON STREET
RIDGEFIELD PARK, NJ 07660

Storage Locations

To better serve the Port Authority customers, Tumino's Towing, Inc. intends to utilize two storage locations to fulfill the requirements of this contract. Both locations are owned by Tumino's Towing and are legally zoned for the towing and storage of motor vehicles. The storage locations are described more fully in Exhibit H of this proposal.

By utilizing these two facilities, the travel distance to the scene at the Hudson River Crossings would be less and the motoring public will be able to retrieve their vehicles at a closer location to where they had been towed from. Based upon the location that the tow would originate from, Tumino's will store the vehicle at the closest storage facility.

The two locations are in Ridgefield Park, N.J. and Elizabeth, N.J.

The storage facilities are open from 8am-8pm Monday through Friday and 8am-4pm on Saturdays. Arrangements to release vehicles after these hours can usually be accommodated.

For the best possible print results, click the printer icon on the Live Search Maps page.

There are no business results for **towing,nj** in current map view



37 Emerson St. Ridgefield Park, N.J.

Building Department



VILLAGE OF RIDGEFIELD PARK
234 MAIN STREET
RIDGEFIELD PARK, N. J. 07660

November 13, 2000

To Whom it May Concern:

This is to certify that Tumino Towing, 37 Emerson Street, Ridgefield Park, NJ, has obtained a variance, from the Village Zoning Board, to operate a Towing Business at the above address.

Tumino is authorized to provide 24 hour access to vehicles, by appointment, within the storage facility and the facility shall also be accessible to vehicle owners to retrieve their vehicles, if agreed to by Tumino Towing.

The storage facility provides adequate facilities, consisting of both indoor space (enclosed against the elements) and outdoor space (in a fenced in enclosure) of towed, damaged, wrecked or inoperative vehicles.

I here by certify that the business usage and storage facilities of the herein named vendor are in compliance with the variance granted by the Zoning Board of the Village of Ridgefield Park and are in compliance with the issued Certificate of Occupancy.

Very truly yours,

A handwritten signature in black ink, appearing to read "H. Douglas Hansen".

H. Douglas Hansen
Construction Official
Zoning Officer

N.J. LIC. 000682

DEPARTMENT OF BUILDINGS
VILLAGE OF RIDGEFIELD PARK, N. J.

Certificate of Occupancy

This is to certify that the Tumino's Towing

located at 37 Emerson Street B 132 L 10

conforms to the provisions of the Building Department

of the Village of Ridgefield Park and is hereby approved for a

Towing/Service Repairs as per Board of Adjustment Variance
#1266

Inspected By H. Douglas Hansen

Fee Paid \$50.00

Use Group S2


CONSTRUCTION OFFICIAL

No 4041

DATE OF ISSUE November 27, 2000

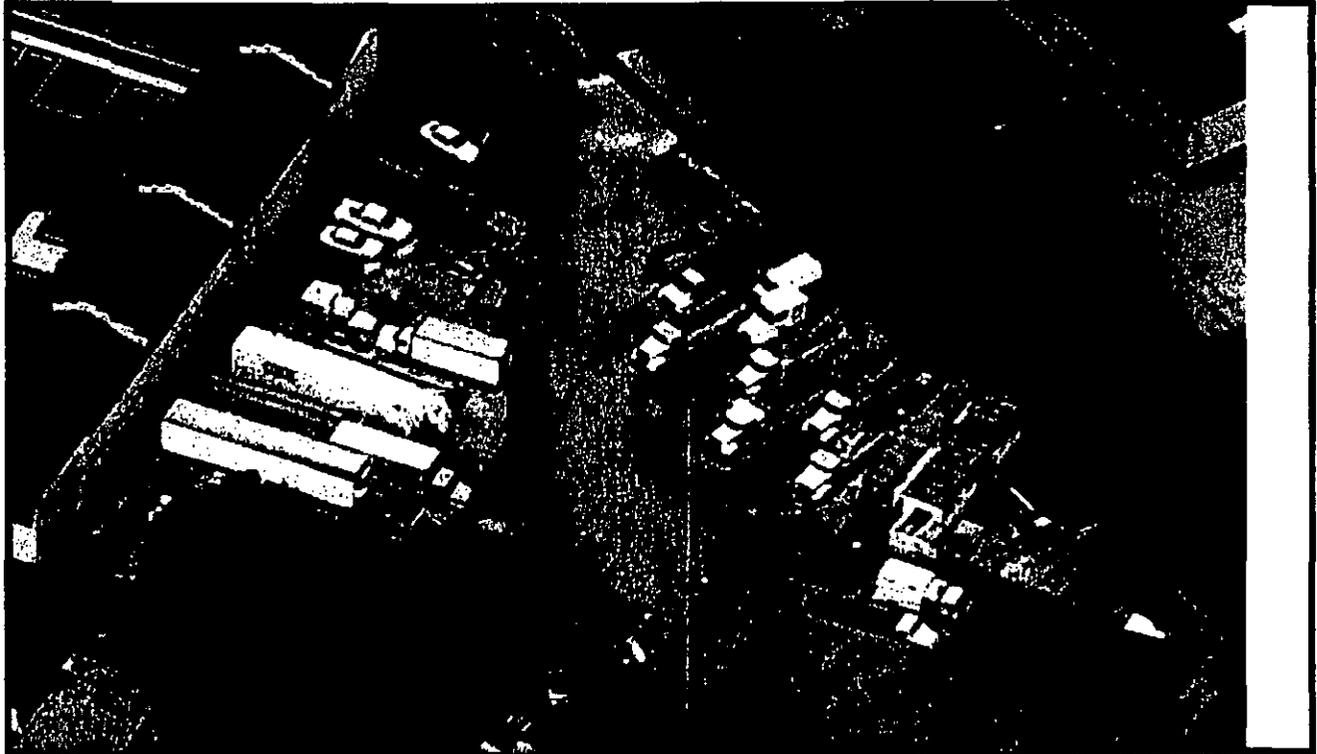
4041
PAID

571.00(11/27/2000) 1.00000

For the best possible print results, click the printer icon on the Live Search Maps page.

Location result for

900 Julia St, Elizabeth, NJ 07201-2030



OK

CERTIFICATE

CERT. NO.	17970
DATE ISSUED	March 27, 92
Block	8
Lot	1042 E
Subdivision	

IDENTIFICATION	
Name	A.J.P.V. & Comp.
Address	
Tel. ()	
Work Site Address	900-920 Julia St Elizabeth, New Jersey
Federal Exp. No.	

PAYMENTS	
Case/Received	577.60
<input type="checkbox"/> Check No.	
<input type="checkbox"/> Cash	
<input type="checkbox"/> Other	
Collected By	SC
Date	March 27, 92

CERTIFICATE OF OCCUPANCY / APPROVAL

- A. CERTIFICATE OF OCCUPANCY CERTIFICATE OF APPROVAL

This serves notice that said building, structure, or equipment has been constructed or installed in accordance with the New Jersey Uniform Construction Code, and is approved for use and/or occupancy.

- B. CERTIFICATE OF CONTINUED OCCUPANCY

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

- C. TEMPORARY CERTIFICATE OF OCCUPANCY

If this is a Temporary Certificate of Occupancy the following conditions must be met no later than _____, 19____ or the owner will be subject to a fine or order to vacate:

D. DESCRIPTION OF WORK:

Huyer-Flora Services Inc.
Rec-Vehicle Storage Rec and Towing Operation
& Repairs.

USE GROUP	B	FIRE GRADING	2 Hours
MAXIMUM LIVE LOAD	75 psf	MAXIMUM OCCUPANCY LOAD	
SPECIFIC USE			

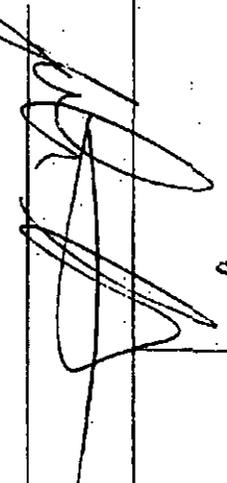
FINAL COST OF CONSTRUCTION: \$ _____

[Signature]
CONSTRUCTION OFFICIAL

PA 3749 B/08-07
THE PORT AUTHORITY OF NY & NJ
Office of Business and Job Opportunity
 NOTE: The Proposer/Bidder shall submit to the Manager, Line/Facility Dept, Form PA 3749 C MODIFIED PLAN for any changes to the original plan. I.e.; subcontractor, dollar amount or work performed.
 If more than 1 page is used, complete words on last page.

Purchase Order #: REP # 14613
 Proposer/Bidder Name: Tunnicliffe Towing, Inc.
 Mailing Address: 39 Emerson St. Ridgefield Park, N.J. 07870
 Telephone Number: 901-931-1190
 Contract Description: Light and Heavy Duty Towing and Vehicle Impound Services at the Hudson River Crossings.
 Contract Amount: N/A
 Contract Goals: MBE WBE

Name, Address, Phone Number of PA Certified M/WBE subcontractor (including name of contact person)	Indicate MBE or WBE	Description of Work, Services to be provided. Where applicable, specify, "supply" or "install" or both "supply" and "install."	Anticipated date work will start and finish	Approximate \$ amount of M/WBE Subcontract	M/WBE % of Total Contract Amount
Forms Plus, 6 Lake Ontario Lane, Morganville, N.J. 07951 733-972-0700 Jackie Siegal	WBE	Supply towing and road Service receipts	Present to Dec, 2010	\$ 13,500.00	
Liberty Envelope, Inc 298 Midland Ave. Saddle Brook, N.J. 07663 973-546-5600 Ligia Buarders	WBE	Supply Printed Envelopes and cards.	2008-2010	\$ 4,000.00	
Lewisohn Sales Co. 4001-15 Dell Ave. North Bergen, N.J. 07047 201-864-0300 Rosetta Standing	WBE	Supply steel for vehicle Repairs and fabricate few vehicle parts	Present to Dec, 2010	\$ 2,000.00	
TOTAL:					

Signature of Contractor: 
 Print Name: John Turpeo
 Title: President
 Date: 1-29-08

FOR OHIO USE ONLY
 Contract Goals: Approved Waived Rejected
 Reviewed by: _____
 Print Name: _____
 OBJO Business Development Representative
 Date: _____

THE PORT AUTHORITY OF NY & NJ

M/WBE PARTICIPATION PLAN

Office of Business and Job Opportunity

NOTE: The Proposer/Bidder shall submit to the Manager, Line/Facility Dept. Form PA 3749 C MODIFIED PLAN for any changes to the original plan. i.e.: subcontractor, dollar amount of work performed.

If more than 1 page is used, complete tabs on last page.

Purchase Order #: REP # 14613

Proposer/Bidder Name: Tumino's Towing, Inc.

Mailing Address: 39 Emerson St. Ridgefield Park, NJ 07660

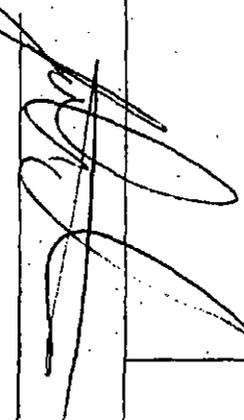
Telephone Number: 201-931-1190

Contract Description: Light and Heavy Duty Towing and Vehicle Impound Services of the Hudson River Crossings.

Contract Amount: N/A

Contract Goals: MBE WBE

Name, Address, Phone Number of PA Certified M/WBE subcontractor (including name of contact person)	Indicate MBE or WBE	Description of Work, Services to be provided. Where applicable, specify, "supply" or "install" or both "supply" and "install."	Anticipated date work will start and finish	Approximate \$ amount of M/WBE Subcontract	M/WBE % of Total Contract Amount	
<u>56120 LTD, Inc.</u> <u>35 Munsee Dr. Cranford NJ 07016</u> <u>908-276-6654 Carol A. SANZO</u>	WBE	Supply Diesel Fuel for Tow Trucks.	2008-2010	\$100,000.00		
<u>Lightning Supply, Inc</u> <u>89 Chadwick Rd, Teaneck, NJ 07666</u> <u>201-692-1445 Ben Jones</u>	M/D	Supply office cleaning supplies and tools (beams, mops, etc...)	2008-2010	\$2,000.00		
TOTAL:					\$102,000.00	

Signature of Contractor: 

Print Name: John Tumino

Title: President

Date: 1-29-08

FOR OBJO USE ONLY

Contract Goals: Approved Waived Rejected

Reviewed by: _____

Print Name: _____

OBJO Business Development Representative

Date: _____

Distribution: Original - OBJO; Copy 2 - Manager, Line/Facility Department; Copy 3 - Proposer/Bidder; Copy 4 - Procurement Dept - Award File

INSTRUCTIONS

PROPOSER INSTRUCTIONS: In accordance with Section 6, M/WBE Subcontracting Provisions, the proposer shall submit this form as the M/WBE Participation Plan and/or good faith documentation as part of Section 7, Proposal Submission Requirements.

BIDDER INSTRUCTIONS: In accordance with Part VI of the contract book, the bidder shall submit a M/WBE Participation Plan and/or best efforts documentation to the Manager or designee identified in the contract book within 10 days of contract award.

MANAGER/DESIGNEE INSTRUCTIONS: After a review of the submitted M/WBE Participation plan, forward to the Office of Business and Job Opportunity via fax at (212) 435-7828 or PAD to 233PAS 4th Floor for review and approval. Approved/awaited/ejected plan will be returned within 5 business days of receipt of this document. Manager/Designee will advise vendor of the results of the M/WBE Participation Plan review.



John Tumino
PRESIDENT

201-931-1190
FAX 201-641-8830

**HEAVY DUTY
TOWING**

INCLUDING ...
Trucks • Cars
Buses • Trailers
Under-Reach
Low Boy Service
Flatbed Service

**QUICK
DEPENDABLE
SERVICE**

24 HOURS
7 DAYS

**LOWEST
REASONABLE
RATES**

FULLY INSURED

37 EMERSON STREET
RIDGEBLVD PARK, NJ 07860

January 25, 2008

The Port Authority of NY & NJ
One Madison Ave - 7th Floor
New York, NY 10010

This is an assortment of extra heavy duty recoveries done in 2007 to show case our expertise. The following four which are highlighted are part of the services.

April 6th, 2007 Contact: P.O. Mike Teel, P.A. Police Dept. (201)-617-8115

A bus was off the cliff of the Holland Tunnel Helix. Although we were not the first call by the Port Authority Police, the towing company originally called did not have the equipment available to do the recovery, so we were asked to perform the recovery.

July 21st, 2007 Contact: Sgt. Sciancelepore, Cliffside Park P.D. (201)-945-3600

There was a 65,000 pound machine down a 300 foot cliff. Police called every crane company in the tri-state area to lift the unit back up the cliff. The roadway and construction site were closed down. Using five (5) heavy duty wreckers we were able to do this recovery.

August 3rd, 2007 Contact: Sgt. 1st Class Ed Dunn, Incident Management Unit (201)-797-8630
& Sgt. Steve Gott, Somerville State Police Barracks

This was a life-saving recovery on Route 78 after a man was pinned in a truck for four (4) hours. We used our wreckers to hold the truck up to assist the fire department to free the driver.

August 17th, 2007 Contact: John Sutcliffe, Mgr. N.J Turnpike's Office of Emergency Services
(732)-247-0900 X 5420.

A tractor-tanker hauling flammable liquids on the New Jersey Turnpike lost its rear wheels on the oversized trailer. We used our two (2) extra heavy duty rotator wreckers to lift the tank off the trailer and open the roadway quickly.

October 15th, 2007. Contact: Nancy Rooker, American Towing Alliance, (800)-618-6946
& the Newark Fire Dept., the Norfolk Southern Railroad Police

A Tanker trailer, loaded with flammable liquid, rolled over a under railroad bridge in Newark and closed down the main rail line. Over 30 trains were halted and delayed until we secured the scene with our 75 ton rotator. To allow the stopped trains to move we off-loaded the tanker, up-righted the unit, and opened the roadway.

Following are other heavy duty recoveries performed during the year for your review.

Release Invoice

Invoice #	Date	Call #
177173	06-Apr-2007	95

Tumino's Towing

7 Emerson Street
 Edgefield Park, New Jersey 07660
 Phone: (201) 931-1190
 Fax: (201) 641-8830

Customer

NJ TRANSIT
 A/P
 PO BOX 377
 MAPLEWOOD, New Jersey 07040

Summary

Location: I-495 WESTBOUND JUST BEFORE HELIX
Destination: 677 WILSON AVE, NEWARK, NJ
Reason: HIT ISLAND ACCIDENT
Zone: TUMINO
Vehicle: Bus Mcl (White)
Vehicle #: BUS7631 **Trailer #:**
VIN:
Plate/Tag: **Truck:** HD-24;HD-30;HD-
Mileage: **Driver:** BILSA;GEONE;STE

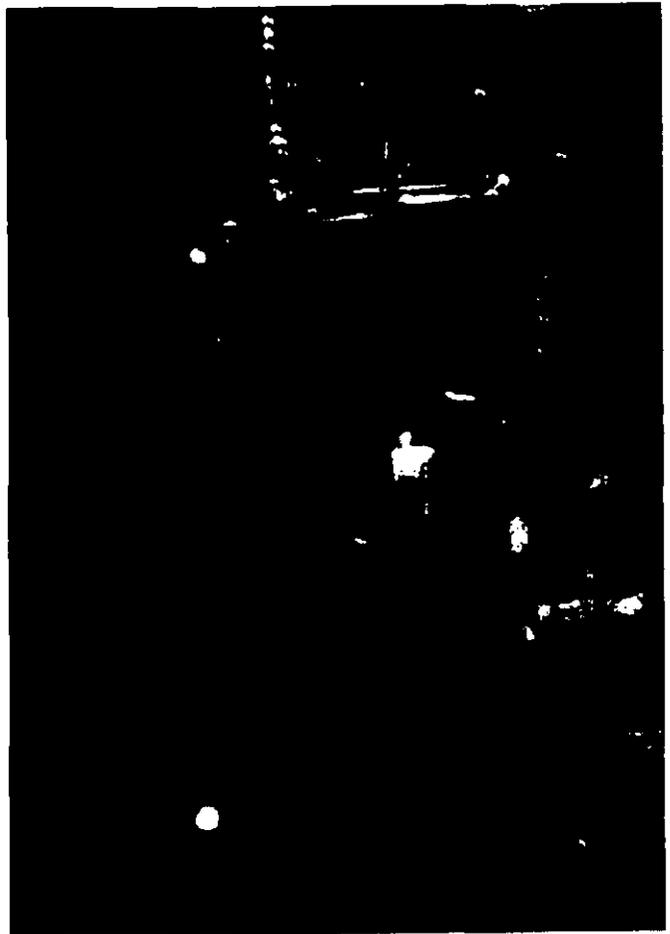
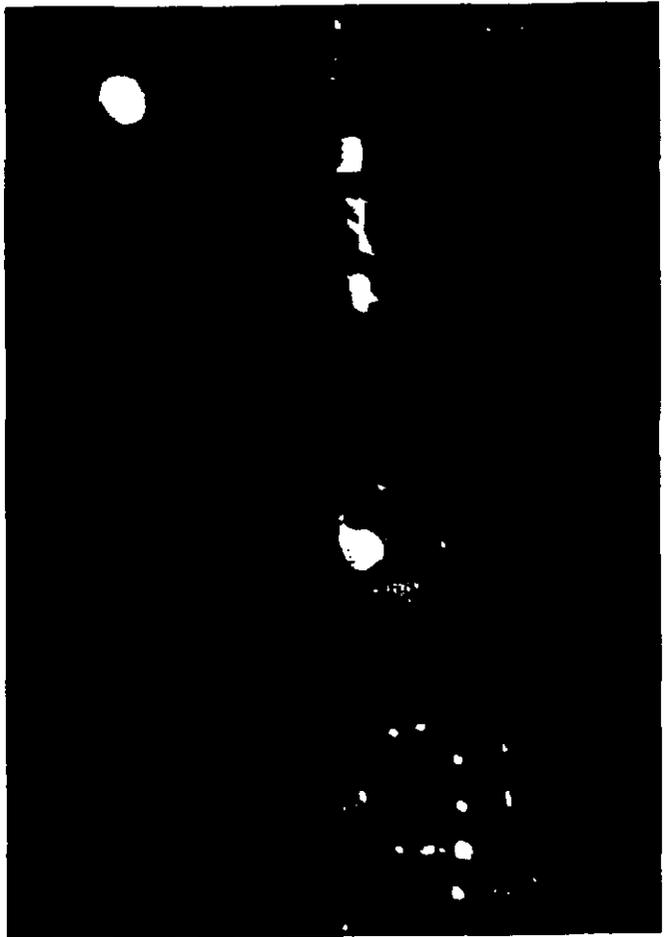
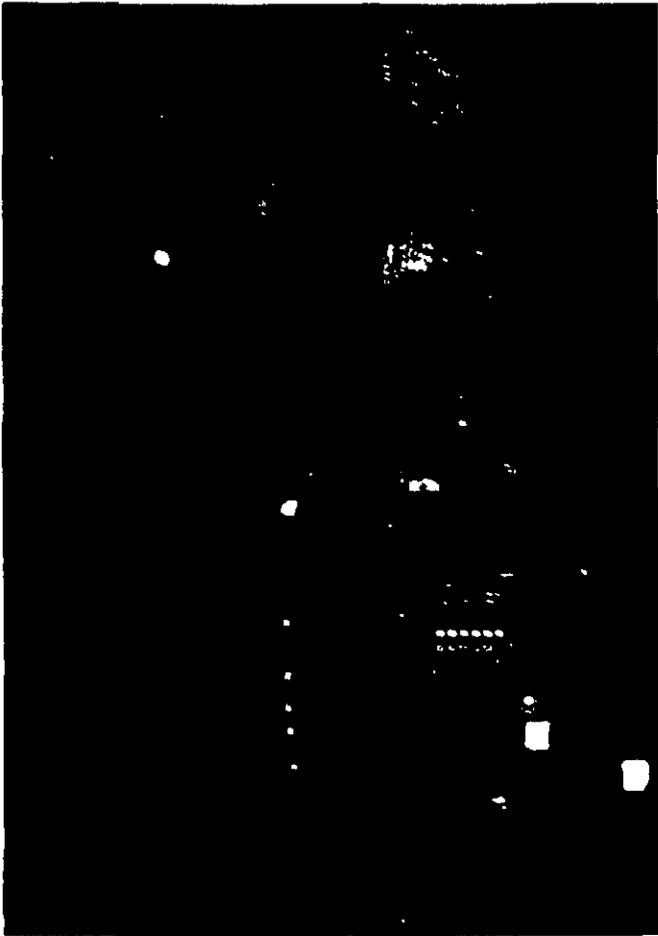
Terms: NET 30

Date	Incident #	Club/PO #	Service	Quantity	Rate	Amount
30-Mar-2007		1				
			2nd Tow (LB-54)	1.00	500.00	500.00
			60 TON ROTATOR (HD-33)	6.00	450.00	2,700.00
			HD ROAD SERVICE (ST-2)	6.00	225.00	1,350.00
			Heavy Duty Tow - Under-Reach (HD-24)	6.00	225.00	1,350.00
			Heavy Duty Tow - Under-Reach (HD-30)	6.00	225.00	1,350.00
			Labor (HD-30)	6.00	75.00	450.00
			Labor (HD-24)	6.00	75.00	450.00
			Labor (ST-2)	6.00	75.00	450.00
			Labor (HD-33)	6.00	75.00	450.00
			Labor (LB-54)	5.00	75.00	375.00
			Low Boy Service (LB-54)	5.00	250.00	1,250.00
			Miscellaneous (HD-43)	1.00	1,500.00	1,500.00
			TOLLS (LB-54)	1.00	30.00	30.00
			TRAA SUPERVISOR Level 3 (ST-52)	5.00	150.00	750.00
			Storage (7 Days)			600.00
Port Authority police towing company had no one to handel job the requested us to do recovery Miscellaneous charge \$1500.00 is for off loading bus at shop and two HD wrecker to lift bus to help police, lift bus fix air lines work all day to help out in shop Recovery of bus off wall crane bus off with 60 ton rotator and HD wrecker drain fuel ,winch back to road. PA police wanted bus transported on flatbed to our shop and stored in garage						
					Sub Total	13,555.00
					TOTAL Payments	13,555.00 (13,555.00)
					Balance Owing	0.00
Paid By: Master Card						

Date Towed: 30-Mar-2007
 Date Released: 06-Apr-2007

Released To: Njt
 Verification:

--



Excavator Times

TUMINO'S TOWING

37 EMERSON STREET
RIDGEFIELD PARK NJ 07660

Invoice	147757A
Date	7/21/2007

Nick PORCHETTA Contracting Co of NJ 201 Wilton Avenue Middlesex, NJ 08846

04 Caterpillar 325 Excavator. Vin. CRB1033 63050lbs.
--

Customer Tele: 732-926-8990 Fax: 732-926-8916	Insurance: Travelers Ins. Co. of Hartford Claim # CBM5489 Rep: Cory Sautiems 631-577-7564
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RATES

HD Rot	(1) One Heavy Duty 60Ton Rotator: \$750.00 per hour	
HD Rot	(1) One Heavy Duty 75Ton Rotator: \$750.00 per hour	
HD Wrkr	(1) One Heavy Duty 50 Ton Wrecker: \$550.00 per hour.	
HD Wrkr	(1) One Heavy Duty 50 Ton Wrecker: \$550.00 per hour.	
HD Wrkr	(1) One Heavy Duty 35Ton Wrecker: \$500.00 per hour	
HD Wrkr	(1) One Heavy Duty 35Ton Wrecker: \$500.00 per hour	
Supervisor	(1) One T.R.A.A. Level III Heavy Recovery Specialist \$175.00 per hour	
Labor	(1) One Man - \$125.00 per hour.	
Sales Tax	Sales Tax on Labor, Supervisor, & Materials only	
July.19.07 9am-12pm	HD 60Ton Rotator - 3hrs @ \$750.00 per hour	\$ 2,250.00
	TRAA Level III Supervisor - 3hrs @ \$175.00 per hour	\$ 525.00
3pm-9pm	HD 60 Ton Rotator - 6 hrs @ \$ 750.00 per hour	\$ 4,500.00
	HD 50-ton Wrecker - 6hrs @ \$ 550.00 per hour	\$ 3,300.00
	HD 50-ton Wrecker - 6hrs @ \$550.00 per hour	\$ 3,300.00
	Labor - Two (2) Helpers - 6hrs each @ \$125.00 per hour	\$ 1,500.00
	TRAA Level III Supervisor - 6hrs @ \$175.00 per hour	\$ 1,050.00
9pm-6am	(2) Two Trucks - Overnight Hook-up to secure project 9 hrs each unit @ \$100.00 per hour	\$ 1,800.00
July.20.07 6am-8pm	HD 60 Ton Rotator - 14hrs@ \$750.00 per hour	\$ 10,500.00
	HD 75 Ton Rotator - 14 hrs @ \$750.00 per hour	\$ 10,500.00
	HD 50 Ton Wrecker - 14hrs @ \$550.00 per hour	\$ 7,700.00
	HD 50 Ton Wrecker - 14hrs @ \$550.00 per hour	\$ 7,700.00
	HD 35 Ton Wrecker - 14 hrs. @ \$500.00 per hour	\$ 7,000.00
	(3) Three Men - 14 hours each man @ \$125.00 per hour	\$ 5,250.00
	(1) One T.R.A.A. Level III H.R. Supervisor - 14 hrs @ 175.00 per hr	\$ 2,450.00
	Spare Truck on scene - 14hrs @ \$100.00 per hour	\$ 1,400.00
	Materials: 3 straps of 20 foot endless loops - \$200. each	\$ 600.00
	NJ Sales Tax on Labor, Supervisor, Materials only	\$ 581.00
	Totals	\$ 71,906.00

Excavator Recovery

1st Day

Thurs July. 19, 2007 9am - 12pm (noon) - 3hrs

The TRAA Level III Heavy Recovery Supervisor & the 60-Ton Rotator were on scene.

At this time an overall view of the site was conducted, including the checking of the side streets, repelled down the cliff to the incident to check the condition of the machine, checked the condition & took measurements of the drop from the top, the machine, and of the two trees holding the machine, before proceeding to the bottom of cliff, at River Rd.

The CAT 325 excavator was upside down, damaged, and held by two trees which kept it from falling another 200 feet to the road below. We were told to hold off further planning and assembling of equipment for the project. They were calling several crane companies to liftup the unit with one or two cranes. At this time the job at the construction site was stopped and the workers were sent home.

At 3pm Thurs. we were called in to the the recovery. Four heavy duty wreckers, with two helpers were dispatched with the Level III supervisor. At this time we only wanted to upright the machine to see if we could start the excavator to make the recovery easier. The shovel was in an extended position and needed to be closed. We had to repel down the hill with equipment, over 200 feet to the excavator. This was at a steep grade on the face of a very poor terrace of loose boulders, trees, rocks, bushes, and tree stumps.

Next we rigged the excavator to an upright position. The police and fire department, and OSHA asked us to stop the recovery due to darkness. We left our truck hooked to the casualty and secured the front of our trucks to a machine on top of the hill to stabilize our unit to prevent any movement.

2nd Day

Friday. July 20th. 6am.

We decided to make an early start. They needed to move more of the berm to make room for the six trucks if needed. We had in place three extra heavy duty wreckers, two super extra heavy duty rotator cranes, and a 6th unit for a spare if needed, due to the fact that some of our cables were running over sharp edges and rocks, which could possibly break..

At about 9am we had the machine running for only a few seconds at a time due to the fact there was a problem with the injectors which were ruined from running upside down. At this time the most important objective close to close the shovel due to the fact it was open and into the rock wall. The shovel needed to be closed in order to turn the excavator, with help from Porchetta contracting.

Once we had the shovel closed we turned p the machine track, to face up the hill. We had to do several pulls and switch chains to get it turned, using the little bit of runing time left on the machine.

Before we started to do the winch up the hill we sent straps and chains to winch out rocks off the hill to get some out of our way. Some of the straps ripped due to the sharp edges; some chains got worn as well.

We started to winch up the cliff. At the half-way point we needed to reposition some trucks to the side, pulling with snatch blocks off trees, due to the fact there were fiber-optic cables to the left side which we were told not to go near. When we had the machine 3/4 way up we had to move each truck, one by one, forward to make room for the machine..



dump.

TUMINO'S TOWING
37 EMERSON STREET
RIDGEFIELD PARK NJ 07660

Invoice 181103
Date 8/3/2007

Bill: Vincent Fusella

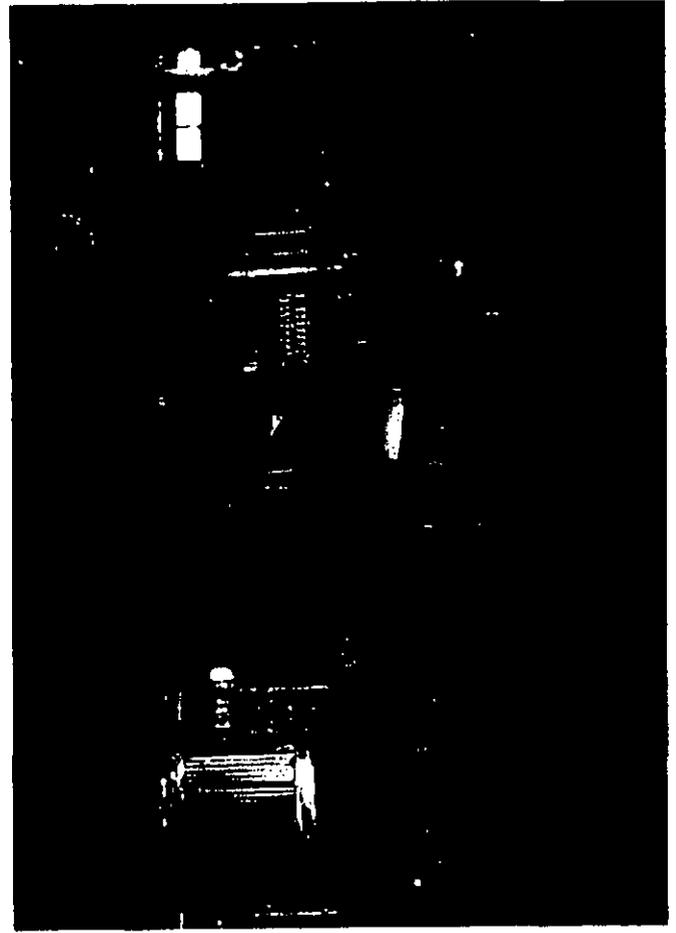
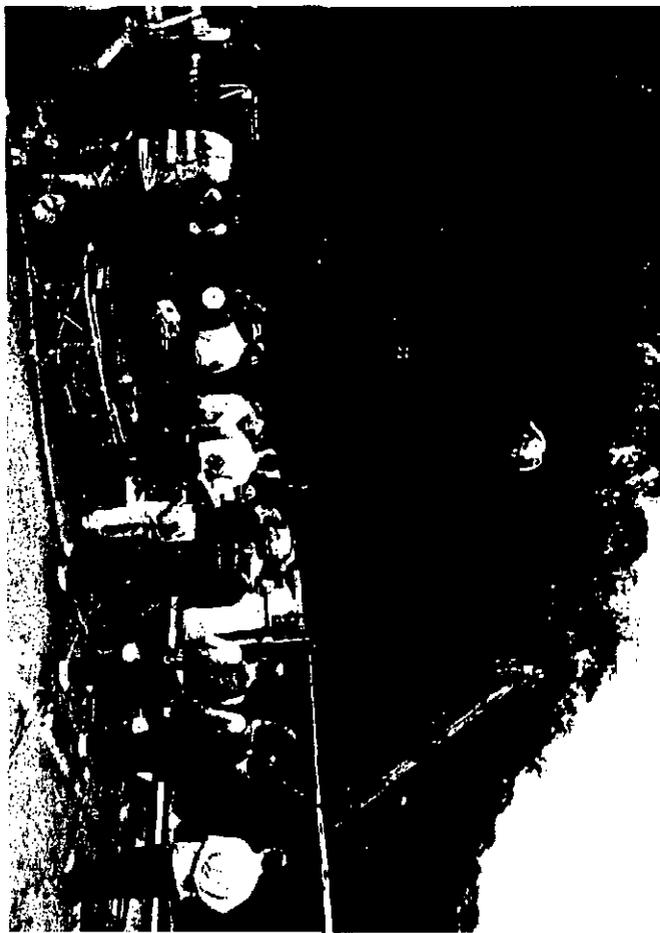
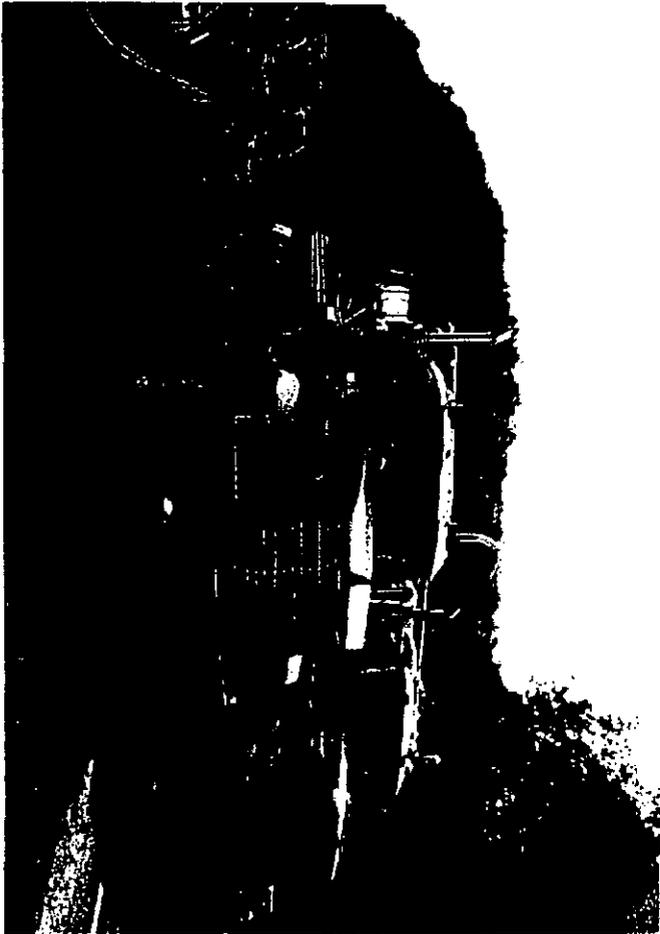
tele 973-261-4321
fax 973-884-0855

2000 Volvo Dump Truck Vin. 1112174122506
Rte 78 MM41 West

	Aug.2 07		
HD Rot	(1) One Heay Duty 75ton 3 Stage Boom Rotator: 8.5 hours @ \$1,250.00 per hour		\$ 10,625.00
HD Rot	(1) One Heavy Duty 60Ton Rotator: 8.5 hrs@ \$675.00 per hr.		\$ 5,737.50
HD Slid.	(1) One Heavy Duty 45Ton SLIDER : 8.5 hrs @ \$475.00 per hr.		\$ 4,037.50
Landoll	(1) One 53ft Landoll Trailer: 8.5 hrs @ \$450.00 per hour		\$ 3,825.00
D.D & TR	(1) One 50 Ton Drop Deck Trailer w/Tractor: 8.5 hrs @ \$550.00 per hour		\$ 4,675.00
Ldr	(1) One Front-end Loader: 8.5 hrs @ \$500.00 per hour		\$ 4,250.00
Labor	(6) Six Men: 8.5 hrs each man @ \$110.00 per hr. (51 man hrs)		\$ 5,610.00
Supervisor	(1) One T.R.A.A. Level III Heavy Recovery Specialist 8.5 hrs @ \$175.00per hour		\$ 1,487.50
Sales Tax	Sales Tax on Labor & Supervisor only		\$ 496.83
	Aug.3. 07		
Undeck	Undecked truck - 2 trucks - Flat Fee		\$ 750.00
X Trk	(1) One Extra 35Ton Truck on Scene NO CHARGE		\$ -
		Total	\$41,494.33

Summary: Called for rolled over truck on Rt 78.MM 41 W. Loaded tri-axle dump had spilled materials, rock, and dirt, all over highway. Truck was ontop of guard trail with rail into cab of truck. Under direction of five departments we set up two (2) heavy duty wreckers to back side of truck to hold truck due to the fact driver was pinned in truck. After two (2) hours we were asked to put a 3rd truck on the exit ramp. We measured the distance to reach the front of the truck which turned out to be 32feet. With our 75 ton rotator to make the lift, we set up; the fire department and our men set cribbing so the truck would nt shift. There was concern that the truck would shift and roll on top of the driver. After five (5) hours, and many different rescue companies worked to free up the driver. Nex we up-righted the turck with two (2) trucka and held the truck with the 3rd truck. We had to winch the truck around to the shoulder so some lanes of highway could open. Next with the two (2) rotators we craned the complete truck into the air and backed the lowboy beneath the damaged dump, using the 3rd truck to stabilize the unit.

Next we used our front-end loader to move all the dirt and rocks on highway and clean up parts cut from truck. Swept clean the area. Escorted the truck that was over height on the trailer back to the Elizabeth yard.



Invoice

Invoice #	Date	Call #
181177	17-Aug-2007	22

Tumino's Towing

37 Emerson Street
 Ridgefield Park, New Jersey 07660
 Phone: (201) 931-1190
 Fax: (201) 641-8830

Customer

DANA TRANSPORT
 ROBERT W. PARTRIDGE
 210 EAST ESSEX AVE
 AVENEL, New Jersey 07001

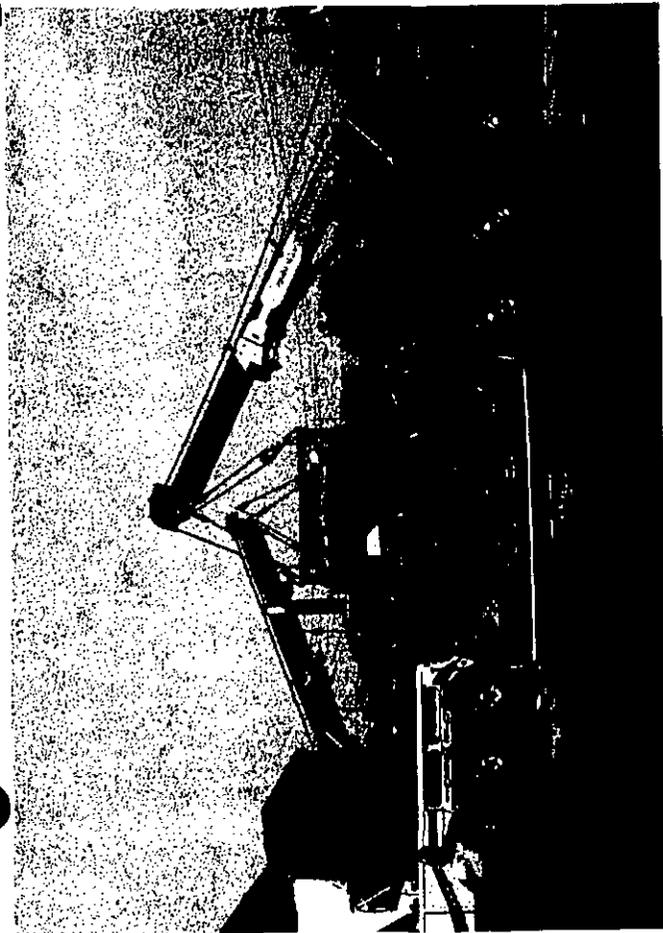
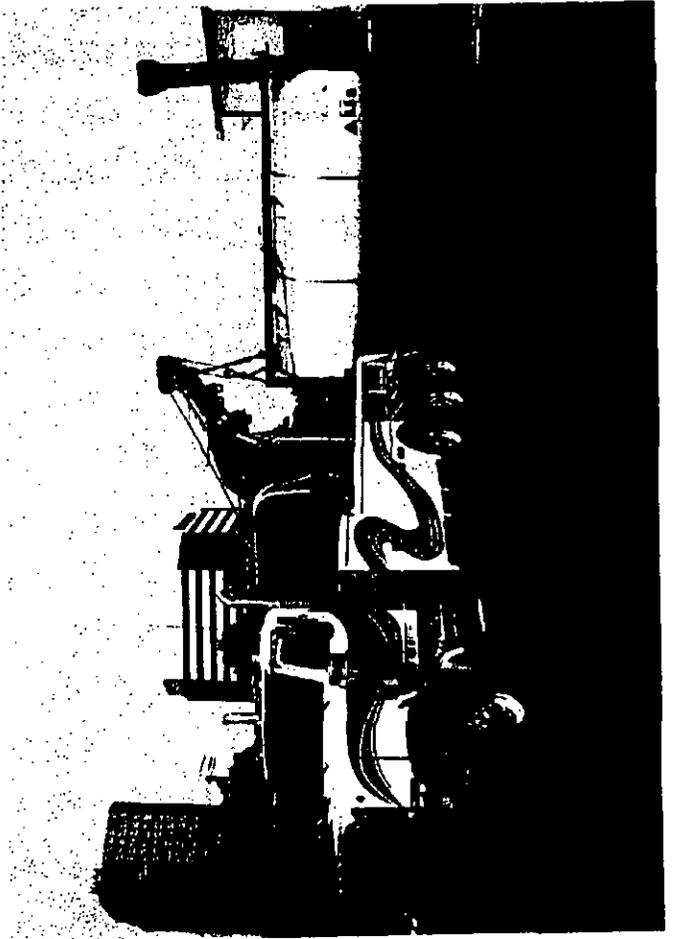
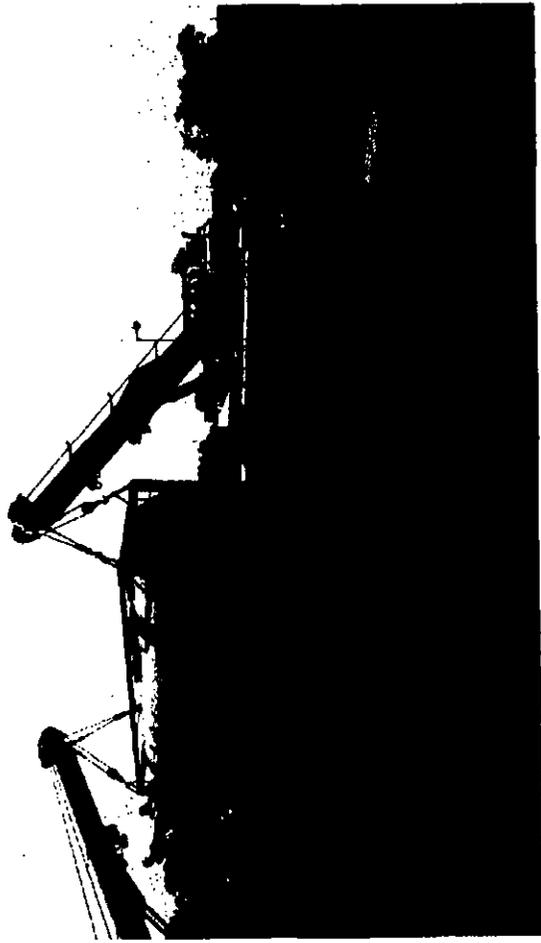
Summary

Location: Njtpk North Before 16w Tolls
Destination: NJ Mantance Yard
Reason: Spread Axle Trailer Loosing Rear Ba
Zone:
Vehicle: Mack T & T
Vehicle #: 681 **Trailer #:** 29721
VIN:
Plate/Tag: **Truck:** HD-33;HD-75;ST-
Mileage: **Driver:** CHRDE;STECO;WI

Terms: NET 30

Date	Incident #	Club/PO #	Service	Quantity	Rate	Amount
17-Aug-2007			60 TON ROTATOR (HD-33)	1.00	2,500.00	2,500.00
			60 TON ROTATOR (HD-75)	1.00	2,500.00	2,500.00
			HD ROAD SERVICE (ST-51)	3.00	105.00	315.00
			Heavy Duty Tow - Under-Reach (HD-58)	1.00	225.00	225.00
<p>sent hd wrecker to NJTP off ramp with road service truck close down ramp escort off to maintance yard.</p> <p>use 60 ton and 75ton rotaror wrecker to lift of 50,000lbs tank off trailer and set onto new trailer ok by ron Dana with price</p> <p>we sent out road service truck to remove tires on bad axle.</p>						
					Sub Total	5,540.00
					TOTAL Payments	5,540.00 (5,540.00)
					Balance Owing	0.00

Paid By: Check



Invoice

Invoice #	Date	Call #
190004	15-Oct-2007	81

Tumino's Towing

7 Emerson Street
 Edgefield Park, New Jersey 07660
 Phone: (201) 931-1190
 Fax: (201) 641-8830

Customer

AMERICAN TOWING ALLIANCE
 ATTN: ACCTS PAYABLE
 1004 W. FOOTHILL BLVD
 UPLAND, California 91786

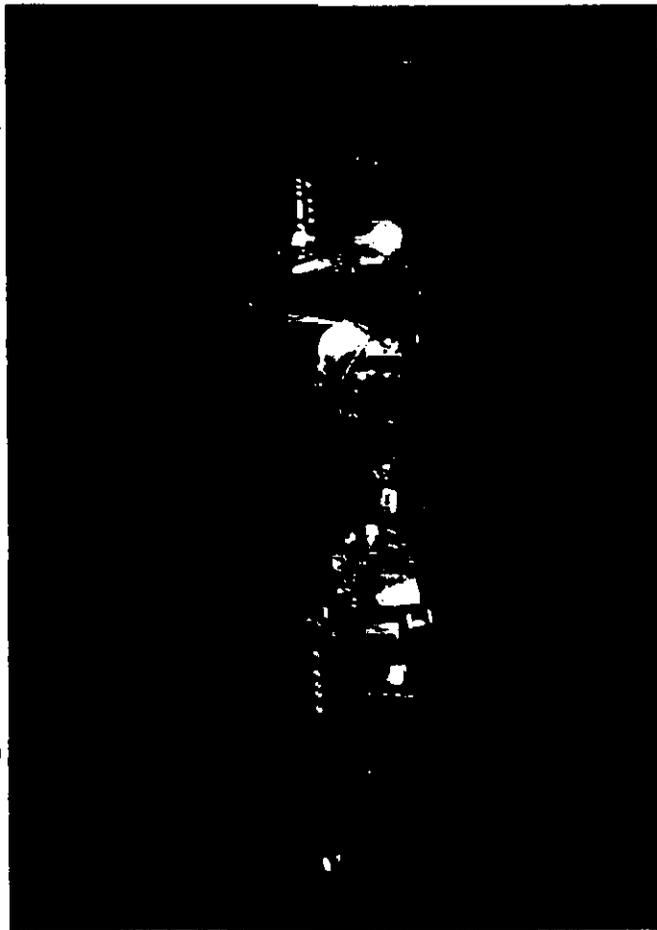
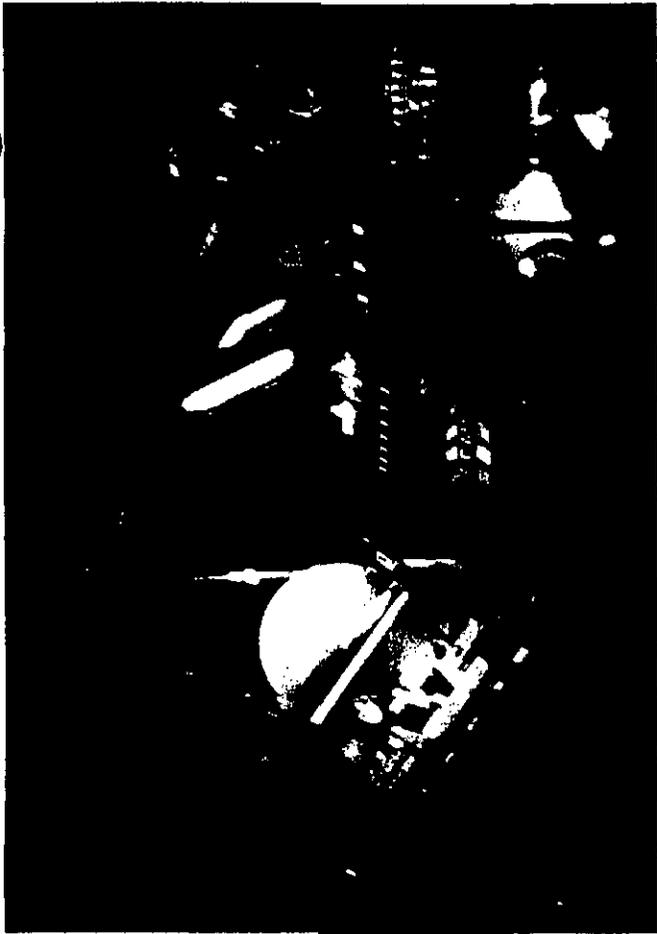
Summary

Location: Ave I And Vackus And Delancy Street, Newark
Destination:
Reason: Low Bridged, Trailer Loaded,, Tanker
Zone: TUMINO
Vehicle: 2005 Int. T AND T LOADED
Vehicle #: 0589 **Trailer #:** 4178
VIN: 2HSCEAR36C230700
Plate/Tag: P593550 NJ **Truck:** FB-28;HD-30;HD-
Mileage: 177,848 **Driver:** MJC;GEONE;STEC

Terms: NET 30

Date	Incident #	Club/PO #	Service	Quantity	Rate	Amount
15-Oct-2007		0121585	75 TON ROTATOR (HD-75)	6.00	525.00	3,150.00
			HD ROAD SERVICE (FB-28)	7.00	125.00	875.00
			Heavy Duty Tow - Under-Reach (HD-30)	7.00	250.00	1,750.00
			Heavy Duty Tow - Under-Reach (HD-50)	7.00	250.00	1,750.00
			TRAA SUPERVISOR Level 3	7.00	100.00	700.00
<p>Called to newark rolled over tanker under rail road bridge fire hazmat police on scene we send two hd wrecker to secure load from going compete going over, this made all emergency personl send and ok us to perform recovery not call out there tow service.</p> <p>next we dispatched service truck air bags straps and our 75 ton rotator we were going to uprite loaded fire chief wanted unit off loaded because it was under bridge that suported ports of newark main line</p> <p>we moved in 75 ton rotator to hold unit and let some of the 30 cargo trains down the line next we called for relief tanker and help to hook up lines to pump off, after pumped off we held unit with two truck and winch out sides ways while holding unit.</p> <p>when unit was on level ground ok truck and trailer ok to drive no fluid was lost.</p>						
				Sub Total		8,225.00
				Tax (7.00%)		110.25
				TOTAL		8,335.25
				Payments		(8,335.25)
				Balance Owing		0.00

Paid By: Check



Release Invoice

Invoice #	Date	Call #
173951	07-May-2007	41

Tumino's Towing

Emerson Street
 Ridgfield Park, New Jersey 07660
 Phone: (201) 931-1190
 Fax: (201) 641-8830

Customer

ELIZABETH TRUCK CENTER
 GENE
 878 NORTH AVE
 ELIZABETH, New Jersey 07201

Summary

Location: EAST CLINTON AND RIDGE RD, TENAFLY, NJ
Destination: SHOP, 37 EMERSON ST, RIDGEFIELD PARK, NJ
Reason:
Zone: TUMINO
Vehicle: 1999 Kenworth Tri AXLE (Red)
Owner: ANGEL MORENO
VIN: 1NKDLBOX00G833258
Plate/Tag: XK812L NJ **Truck:** HD-46;HD-33;HD-
Mileage: **Driver:** FLOSA;STECO;LA

Terms: NET 30

Date	Incident #	Club/PO #	Service	Quantity	Rate	Amount
25-Apr-2007			60 TON ROTATOR (HD-33)	6.00	675.00	4,050.00
			DUMP TRUCK	5.00	200.00	1,000.00
			FRONT END LOADER (FB-34)	1.00	2,200.00	2,200.00
			Heavy Duty Tow - Under-Reach (HD-50)	6.00	475.00	2,850.00
			Heavy Duty Tow - Under-Reach (HD-46)	6.00	475.00	2,850.00
			Light Duty Towing (SUB)	1.00	500.00	500.00
			Low Boy Service (LB-27)	6.00	425.00	2,550.00
			Speedi-Dry (ST-52)	25.00	10.00	250.00
			TRAA SUPERVISOR Level 3 (ST-52)	6.00	175.00	1,050.00
			Storage (13 Days)			1,950.00
TENAFLY POLICE CALLED ROLLED OVER DUMP ON SIDE STREET LOST 1/2 OF THE LOAD OF 3/4 BLUE STONE ON LANDSCAPED FRONT LAWN AND GARDEN UP NEXT TO A FIRE HYDRANT OIL LEAKING AND COOLANT, WE CONTAINED LEAK WE HAND HAND SHOVELLED PART OF LOAD OUT OF THE DUMP BOX USE 60 TON ROTATOR AND TWO 35 TON WRECKERS TO LIFT AND UPRITE TRUCK NEXT WE USED 6 MEN TO CLEAN UP OIL AND COOLANT FROM STREET SWEEPING scraping AND BAGGING UP SPEEDY DRY WHEN STREET WAS CLEANED WE HAND RACKED AND SHOVELLED 3/4 ROCKS OUT OF LAND SCAPING AND WE USED OUR FRONT END LOADER TO LOAD INTO OUR DUMP TRUCK. deliver to elizabeth n/c						
Sub Total						19,250.00
TOTAL						19,250.00
Payments						(19,250.00)
Balance Owing						0.00
Paid By: Check, Check						

Date Towed: 25-Apr-2007
Date Released: 07-May-2007

Released To: ANGEL MORENO
Verification:

I, the undersigned, do hereby certify that I am legally authorized to take possession of the vehicle referenced above.
 I have received the vehicle in satisfactory condition.



Invoice

Invoice #	Date	Call #
153646	10-Jan-2007	74

Tumino's Towing

Emerson Street
 Edgefield Park, New Jersey 07660
 Phone: (201) 931-1190
 Fax: (201) 641-8830

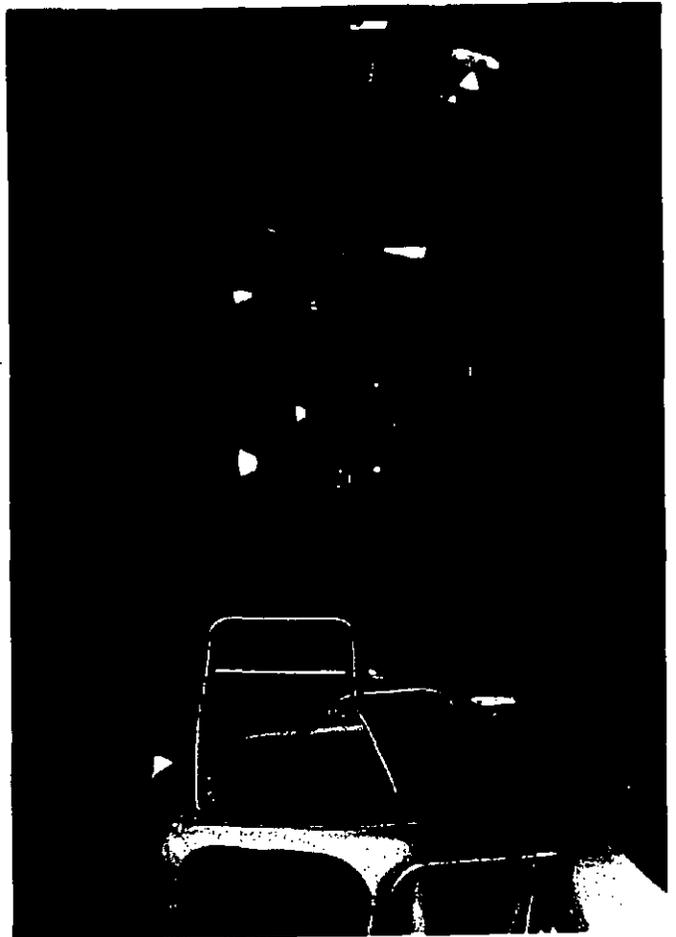
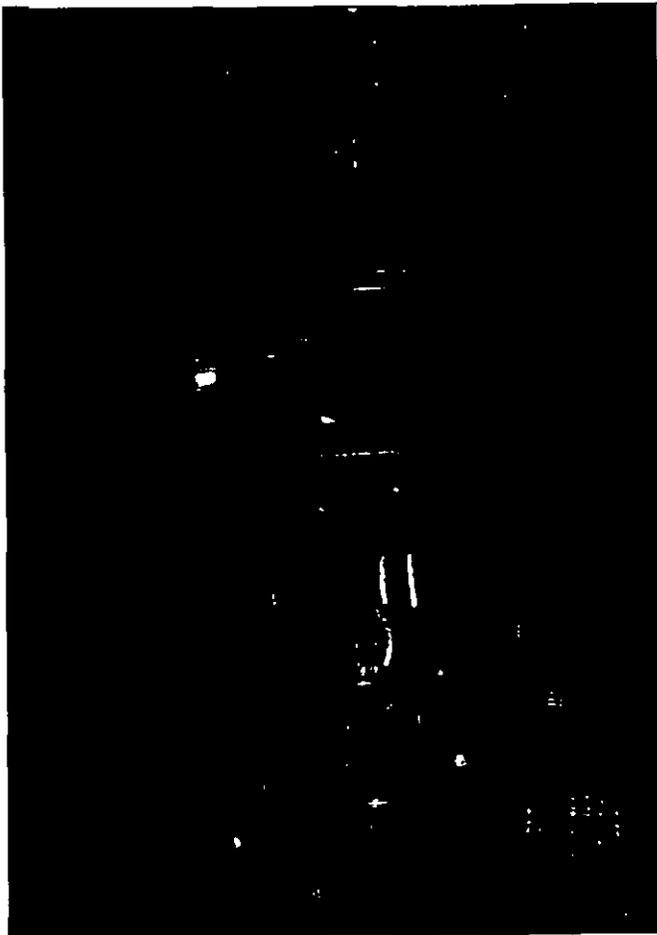
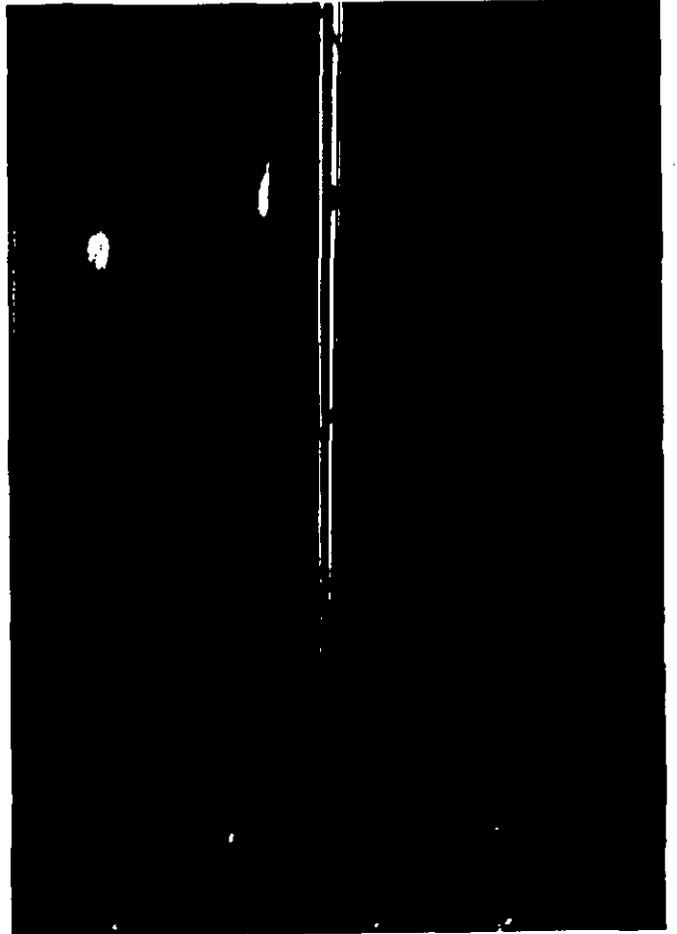
Customer

ROCKLAND COACH - COACH USA
 DAVE
 180 OLD HOOK RD
 ATTN:A/P
 WESTWOOD, New Jersey 07675

Summary		
Location:	@ Rockland Coach Garage	
Destination:	ROCKLAND COACH, 180 OLD HOOK RD, WESTWOOD	
Reason:	Bus Fell Off Lift On Its Side	
Zone:	TUMINO	
Vehicle:	McI 45 FOOT	
Vehicle #:	8879	Trailer #:
VIN:		
Plate/Tag:		Truck: HD-50;HD-33;FB-
Mileage:		Driver: GEONE;STECO;PE

Terms: Net 30

Date	Incident #	Club/PO #	Service	Quantity	Rate	Amount
10-Jan-2007			60 TON ROTATOR (HD-33)	5.00	450.00	2,250.00
			AIR CUSHION RECOVERY (FB-28)	5.00	500.00	2,500.00
			Heavy Duty- Winch (HD-50)	5.00	375.00	1,875.00
			Labor (HD-50)	2.00	75.00	150.00
			Labor (HD-33)	5.00	75.00	375.00
			Labor (FB-28)	5.00	75.00	375.00
			MEDIUM-TOW (FB-28)	5.00	100.00	500.00
			TRAA SUPERVISOR Level 3 (LD-3)	5.00	125.00	625.00
<p>CALLER, BUS PUSHED, OFF TWO POST IN GROUND LIFT- BOTH POST IN RAISED POSITION THE BUS WAS WEDGED BETWEEN LIFT POST AND I-BEAMS SUPPORTING THE ROOF BEAMS THE TWO I-BEAM WERE BENT AND ROOF WAS SAGING DOWN .COACH USA HAD US WAIT TILL SOMEONE LOOK AT BEAMS IN THE ROOF FIRST- WE HAD TO USE OUR 60 TON ROTATOR TO SUPPORT ROOF AND OUR 50 TON WRECKER TO LIFT BUS UP WHILE HOLDING BUS IN THE AIR, WE NEXT REMOVED BOTH TOPS OF LIFTS THEY WERE STUCK INTO FRONT AND REAR SUSPENSION AND LIFT POST WERE NOT ABLE TO BE LOWERED WE THEN USED JACKS TO PUSH POST DOWN, WE REMOVED AIR OUT OF TIRES ,THEN WE SET OUR 6 AIR BAGS UNDER LEFT SIDE OF BUS AND USED 50 TON WRECKER TO LIFT AND OUR 60 TON ROTATOR TO HOLD FROM FLIPING OVER TO OTHER SIDE. SPECIAL ATTENTION NOT TO HIT GAS LINES AND HEATER MOUNTED IN THE ROOF.</p> <p>SPECIAL DISCOUNT ***** \$ 2000.00 OFF RECOVERY *****</p>						
				Sub Total		8,650.00
				Tax (7.00%)		413.00
				TOTAL		9,063.00
				Payments		(7,063.00)
				Credits		(2,000.00)
				Balance Owing		0.00
Paid By: Discount, Check						



Release Invoice

Invoice #	Date	Call #
176520	03-May-2007	7

Tumino's Towing

Emerson Street
 Hightfield Park, New Jersey 07660
 Phone: (201) 931-1190
 Fax: (201) 641-8830

Customer

CAR CRAFT TRUCK WORKS
 ANTHONY PESCE
 528 INDUSTRIAL LOOP WEST
 STATEN ISLAND, New York 10309

Summary

Location: MARINE OCEAN TERM, BAYONNE** AT ELIZABETH**
Destination: CAR CRAFT ARTHUR KILL RD STATEN ISLAND
Reason: Rolled OVER
Zone: TUMINO
Vehicle: Pet T AND T
Vehicle #: 120 **Trailer #:** 144
VIN:
Plate/Tag: **Truck:** HD-57; HD-58; HD-
Mileage: **Driver:** COLMA; ERNMA; C

Terms: NET 30

Date	Incident #	Club/PO #	Service	Quantity	Rate	Amount
02-May-2007			60 TON ROTATOR (HD-33)	5.00	525.00	2,625.00
			FRONT END LOADER (ST-52)	4.00	250.00	1,000.00
			Heavy Duty Tow - Under-Reach (HD-57)	5.00	375.00	1,875.00
			Heavy Duty Tow - Under-Reach (HD-58)	5.00	375.00	1,875.00
			TOLLS (HD-58)	1.00	50.00	50.00
			Towing (HD-58)	1.00	425.00	425.00
			TRAA SUPERVISOR Level 3 (ST-52)	5.00	125.00	625.00
			Storage (2 Days)			200.00
ROLLED OVER STILL LOADED WITH ROCK use front end loader TO PULL OUT ROCK DISCONNECT AND OIL LINES TO CLOSE DUMP TRAILER CHAIN INTO PLACE USE 3 WRECKER TO UP-RITE TOW TO OUT SHOP THEN TOW TO S.I. NY clean up oil spill						
				Sub Total		8,675.00
				Tax (7.00%)		57.75
				TOTAL		8,732.75
				Payments		(8,732.75)
				Balance Owling		0.00
Paid By: Check						

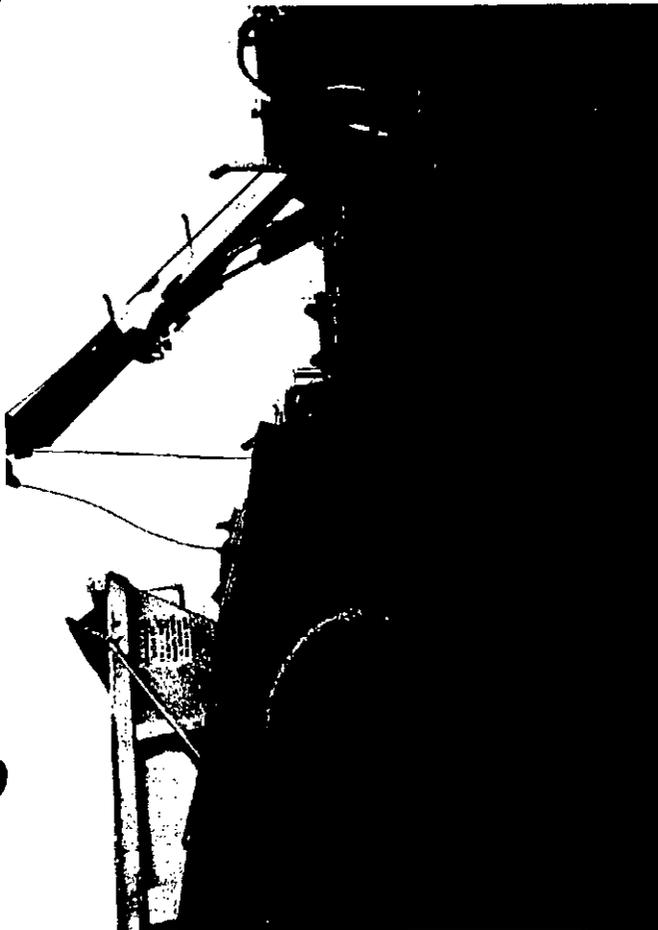
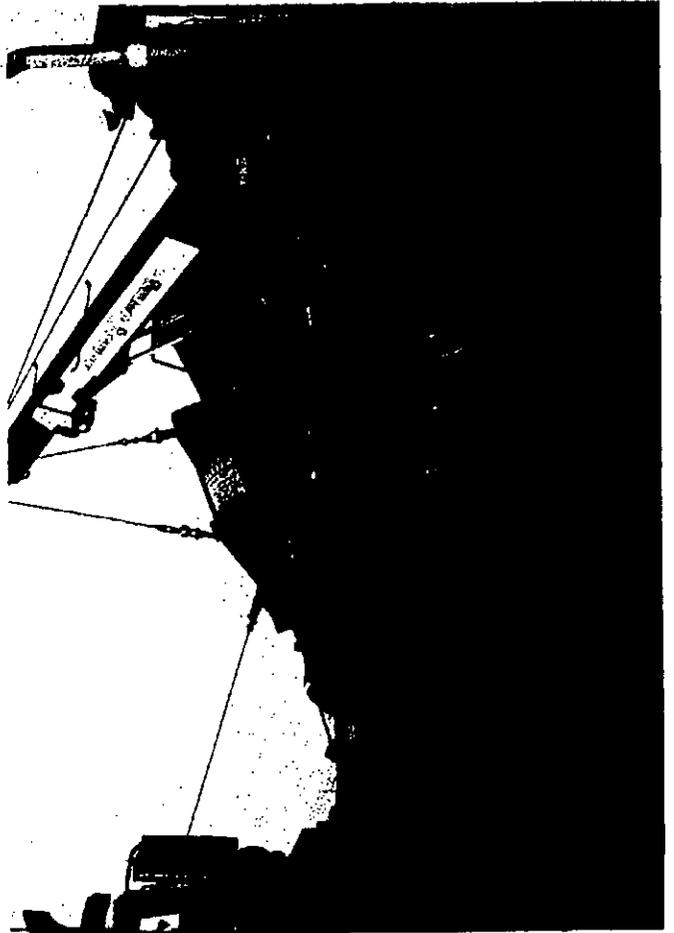
Date Towed: 02-May-2007
 Date Released: 03-May-2007

Released To: Carcraft
 Verification:

I, the undersigned, do hereby certify that I am legally authorized to take possession of the vehicle referenced above.
 I have received the vehicle in satisfactory condition.

Signature _____

Date _____



Invoice

Invoice #	Date	Call #
181107	22-Feb-2007	86

Tumino's Towing

Emerson Street
 Edgefield Park, New Jersey 07660
 Phone: (201) 931-1190
 Fax: (201) 641-8830

Customer

COD CUSTOMER

New Jersey
 New Jersey

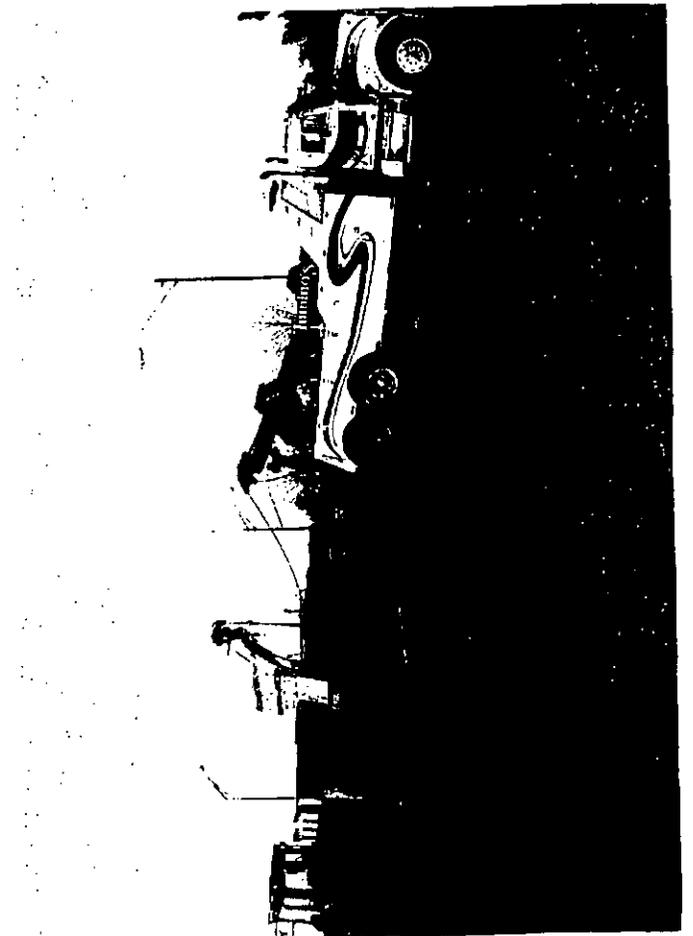
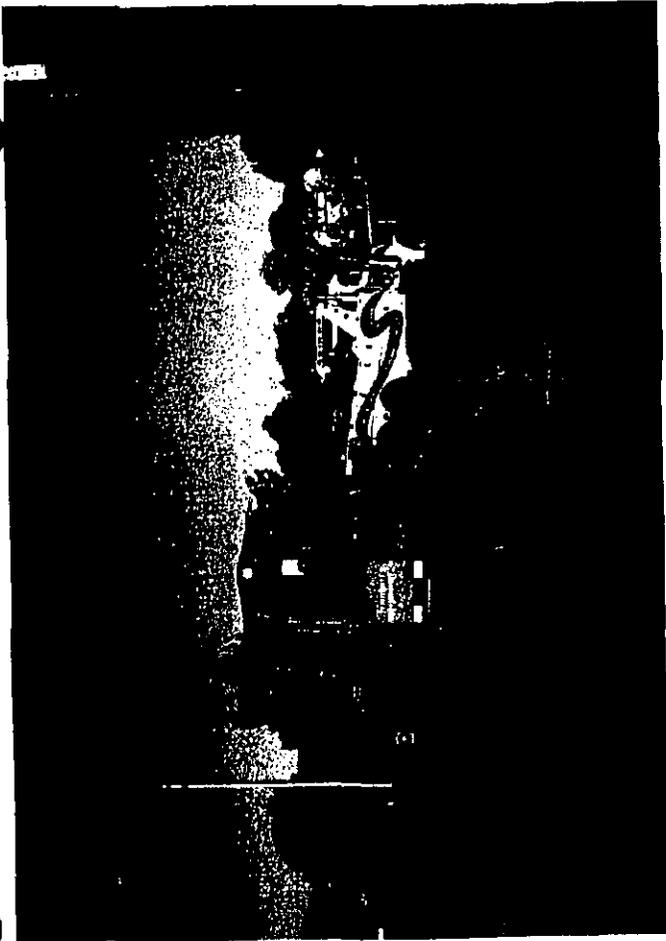
Summary

Location: I-78 EAST EXIT 58A ON RAMP
Destination:
Reason: OVERTURNED TRACTOR TRAILER
Zone: TUMINO
Vehicle: 2000 Freightliner T & T
Vehicle #: P596992 **Trailer #:** MOFU06783
VIN: 1FUJDXYB9YLB50572
Plate/Tag: 10427 OR **Truck:** HD-43;HD-30;HD-
Mileage: **Driver:** CHRDE;GEONE;D

Terms: COD

Date	Incident #	Club/PO #	Service	Quantity	Rate	Amount
22-Feb-2007			60 TON ROTATOR (HD-33)	5.50	675.00	3,712.50
			Heavy Duty Tow - Under-Reach (HD-43)	5.50	475.00	2,612.50
			Heavy Duty Tow - Under-Reach (HD-30)	5.50	475.00	2,612.50
			Heavy Duty Tow - Under-Reach (HD-41)	5.50	475.00	2,612.50
			Labor (HD-41)	5.50	85.00	467.50
			Labor (LB-27)	5.50	85.00	467.50
			Labor (HD-30)	5.50	85.00	467.50
			Labor (HD-43)	5.50	85.00	467.50
			Labor (HD-33)	5.50	85.00	467.50
			Labor (FB-38)	5.50	85.00	467.50
			Low Boy Service (LB-27)	5.50	425.00	2,337.50
			MED DUTY- ROAD SERVICE (FB-38)	5.50	275.00	1,512.50
			Towing	1.00	500.00	500.00
			TRAA SUPERVISOR Level 3	5.00	175.00	875.00
state police summerville called us						
ROLLED OVER TRACTOR TRAILER ON NARROW OFF RAMP RT 78 TO 1&9 SOUTH CONTAINER CHASIE WAS TWISTED 4200LBS BOX WAS ON TOP OF DRIVE WHEELS AND FIFTH WHEEL PLATE WAS JAMED LIFT CONTAINER WITH ROTATOR CUT LOCKS TO 5TH WHEEL WINCH TRACTOR OUT,UNHOOK CONTAINER OFF CHASIE UP RTE CHASIE MOVE TRUCK OUT WINCH CHASIE OUT ,HOOK TO WRECKER TOW OUT,RESET TWO OTHER TRUCK TO LIFT CONTAINER AND DO END ROLL TO UPRITE POSITION, MOVE TRUCK BRING IN LOW-BOY LIFT CONTAINER TO SET ONTO LOW-BOY STRAP AND CHAIN DOWN TRANSPORT TO YARD.						
SPECIAL DEAL 2000.00 DISCOUNT OFF RECOVERY BILL TRADED FOR 1200.00 STORAGE AND 1000.00 DELIVER OF CONTAINER AND CHASIE FRAME CUSTOMER PAY 1ST BILL IN FULL						
					Sub Total	19,580.00
					Tax (7.00%)	363.48
					TOTAL	19,943.48
					Payments	(19,943.48)
					Balance Owing	0.00

Paid By: ComCheck



Invoice

Invoice #	Date	Call #
186648	13-Jan-2008	24

Tumino's Towing

37 Emerson Street
 Edgefield Park, New Jersey 07660
 Phone: (201) 931-1190
 Fax: (201) 641-8830

Customer

FOOD HAULERS
 ATTN: ACCOUNTS PAYABLE
 600 YORK STREET
 P. O. BOX 506
 ELIZABETH, New Jersey 07201

Summary

Location:	SHOP-RITE POST ROAD OAKLAND		
Destination:	FOOD HAULERS ELIZABETH SHOP		
Reason:	TRAILER FELL OVER		
Zone:			
Vehicle:	Reefer Trailer TRAILER		
Vehicle #:	2339	Trailer #:	
VIN:			
Plate/Tag:		Truck:	HD-36;HD-37;HD-
Mileage:		Driver:	DAVFU;BILSA;JEF

Terms: NET 30

Date	Incident #	Club/PO #	Service	Quantity	Rate	Amount
13-Jan-2008		CLAIM # 08-012				
			HD ROAD SERVICE (ST-51)	2.00	105.00	210.00
			HEAVY DUTY (RECOVERY) (HD-62)	4.00	425.00	1,700.00
			HEAVY DUTY (RECOVERY) (HD-36)	6.00	425.00	2,550.00
			HEAVY DUTY (RECOVERY) (HD-37)	4.00	425.00	1,700.00
			Heavy Duty Tow - Under-Reach (HD-36)	4.00	115.00	460.00
			Labor (HD-36)	6.00	85.00	510.00
			Labor (HD-37)	6.00	85.00	510.00
			Labor (HD-62)	6.00	85.00	510.00
<p> CALLED BY FOOD HAULERS TO GO TO OAKLAND SHOPRITE REEFER TRAILER HAD ROLLED OVER WITH A LOAD IN IT SEND FOR TWO OTHER WRECKERS CROSS STRAP TRAILER AND RIG FOR ROLLING OVER SET UP THREE WRECKERS AND ROLL LOADED TRAILER BACK ON ITS WHEELS ADVISE FOOD HAULERS, LOAD IS UNSAFE TO TRANSPORT BECAUSE OF LOAD SHIFT THEY ARE SENDING UP ANOTHER TRAILER TO OFF LOAD TRANSFER LOAD ONTO GOOD TRAILER CUT DAMAGED LEG OFF, HOOK UP LIGHTS AND AIR TOW TRAILER TO FOOD HAULERS IN ELIZABETH </p>						
					Sub Total	8,150.00
					Tax (7.00%)	538.30
					TOTAL	8,688.30
					Payments	0.00
					Balance Owing	8,688.30

Invoice

Invoice #	Date	Call #
11230	15-Nov-2007	42

Tumino's Towing

37 Emerson Street
 Ridgefield Park, New Jersey 07660
 Phone: (201) 931-1190
 Fax: (201) 641-8830

Customer

COD CUSTOMER
 Global Development
 Mike Schlaefer
 New Jersey

Summary

Location: NJTP ENTRANCE OFF RT 3 West BY GIANTS STADIU
Destination: SHOP, 37 EMERSON ST, RIDGEFIELD PARK, NJ
Reason: Dump Truck With Rolled Over Trailer
Zone: TUMINO
Vehicle: Trailer/Dozer
Owner: 9736324470
VIN:
Plate/Tag: Truck: HD-57;HD-46;LB-
Mileage: Driver: MICMI;FLOSA;CH

Terms: COD

Date	Incident #	Club/PO #	Service	Quantity	Rate	Amount
15-Nov-2007		AID 61				
			HEAVY DUTY (RECOVERY) (HD-57)	2.50	250.00	625.00
			HEAVY DUTY (RECOVERY) (HD-46)	2.50	250.00	625.00
			Labor (HD-46)	2.50	110.00	275.00
			Labor (HD-57)	2.50	110.00	275.00
			Labor (LB-27)	2.50	110.00	275.00
			Low Boy Service (LB-27)	2.00	250.00	500.00
			Towing (HD-57)	1.00	500.00	500.00
			Towing (HD-46)	1.00	500.00	500.00
<p>CALLED BY NJTP</p> <p>ROLLED OVER TRUCK AND JOHN DEER BULL DOZER AND TRIAXLE TRAILER BLOCKING RAMP TO NJTP,ENTRANCE RAMP</p> <p>RECOVER AND UPRITE UNITS LIFT BULDOZER WITH OUR 45 TON ROTATOR ONTO OUR LOW-BOY TRAILER CLEAN UP ROADWAY TOW TO SHOP</p>						
					Sub Total	3,575.00
					Tax (7.00%)	145.25
					TOTAL	3,720.25
					Payments	(3,720.25)
					Balance Owing	0.00
<p>Paid By: Master Card</p>						

Release Invoice

Invoice #	Date	Call #
190018	29-Oct-2007	71

Tumino's Towing

37 Emerson Street
 Edgefield Park, New Jersey 07660
 Phone: (201) 931-1190
 Fax: (201) 641-8830

Customer

COD CUSTOMER
 STATE POLICE SOMERVILLE
 New Jersey
 New Jersey

Summary	
Location:	Route 78 West At Exit 57 And 1 & 9
Destination:	ELIZABETH YARD
Reason:	Dump Truck
Zone:	TUMINO
Vehicle:	Kenworth Dump
Owner:	WILLIAM HAGGERTY
VIN:	
Plate/Tag:	Truck: LB-40;HD-33;HD-
Mileage:	Driver: STECO;DAVFU;FL

Terms: COD

Date	Incident #	Club/PO #	Service	Quantity	Rate	Amount
08-Oct-2007			60 TON ROTATOR (LB-40)	9.00	400.00	3,600.00
			60 TON ROTATOR (HD-75)	8.00	400.00	3,200.00
			Labor (HD-75)	9.00	110.00	990.00
			Labor (LB-40)	9.00	110.00	990.00
			Labor (HD-33)	9.00	110.00	990.00
			Low Boy Service (HD-33)	9.00	400.00	3,600.00
			PAYOUT (HD-75)	1.00	3,200.00	3,200.00
			Storage (21 Days)			875.00
<p>TRUCK INS. COMPANY CALLED THEY WILL COME AND LOOK AT THE TRUCK . THE CLAIM NO. IS 07071169. PHONE NO. IS 800 435 5543 X2838. OHIO CASUALTY INS.</p> <p>As per NJ state police no way to dump load onto roadway we had to winch up off roadway</p> <p>as per state police wait till after rush hr traffic to close highway they closed rt 78 down use two rotators rig to crain unit onto 50 ton detach low-boy, at shop remove from lowboy</p> <p>payout bill to defalco towing 32000.00</p>						
				Sub Total		17,445.00
				Tax (7.00%)		269.15
				TOTAL		17,714.15
				Payments		(17,714.15)
				Balance Owing		0.00
Paid By: Check						

Date Towed: 08-Oct-2007
Date Released: 29-Oct-2007

Released To: WILLIAM HAGGERTY
Verification:

I, the undersigned, do hereby certify that I am legally authorized to take possession of the vehicle referenced above. I have received the vehicle in satisfactory condition.

Signature

Date

Release Invoice

Invoice #	Date	Call #
180118	20-Aug-2007	6

Tumino's Towing

Emerson Street
 Edgefield Park, New Jersey 07660
 Phone: (201) 931-1190
 Fax: (201) 641-8830

Customer

COD CUSTOMER
 STATE POLICE SOMERVILLE
 New Jersey
 New Jersey

Summary

Location: I-78 RAMP FROM 24 EAST TO 78 EAST BOUND
Destination: Flora SHOP
Reason: Accident
Zone: TUMINO
Vehicle: Peterbilt T & T
Owner:
VIN: 1XPBDE375SN361073
Plate/Tag: AH1994 NJ **Truck:** HD-36;FB-14;HD-
Mileage: **Driver:** DAVFU;KENFR;RO

Terms: COD

Date	Incident #	Club/PO #	Service	Quantity	Rate	Amount
20-Aug-2007			HD ROAD SERVICE (FB-14)	3.00	315.00	945.00
			Heavy Duty Tow - Under-Reach (HD-36)	1.00	550.00	550.00
			Heavy Duty- Winch (HD-36)	3.00	475.00	1,425.00
			Heavy Duty- Winch (HD-37)	3.00	475.00	1,425.00
			Labor (HD-37)	3.00	110.00	330.00
			Labor (HD-36)	3.00	110.00	330.00
			Labor (FB-14)	3.00	110.00	330.00
			Speedi-Dry (FB-14)	10.00	35.00	350.00
			Storage (1 Day)			150.00
			jack knif truck two truck to winch around lost all its fuel clean roadway and parts speedy dry road pick up asorbent pads tras fer fuel transport parts and speedy dry on our flatbed			
				Sub Total		5,835.00
				Tax (7.00%)		369.95
				TOTAL		6,204.95
				Payments		(6,204.95)
				Balance Owing		0.00
Paid By: Master Card						

Date Towed: 20-Aug-2007
 Date Released: 20-Aug-2007

Released To: 1
 Verification:

I, the undersigned, do hereby certify that I am legally authorized to take possession of the vehicle referenced above.
 I have received the vehicle in satisfactory condition.

Signature

Date

Invoice

Invoice #	Date	Call #
175820	25-Jun-2007	20

Tumino's Towing

Emerson Street
 Edgefield Park, New Jersey 07660
 Phone: (201) 931-1190
 Fax: (201) 641-8830

Customer

MIKES TOWING & RECOVERY, INC-NJ
 MIKE SENA
 643 EAST MAIN STREET
 BRIDGEWATER, New Jersey 08807

Summary		
Location:	WASTE MANGEMENT, JULIA ST, ELIZABETH,NJ	
Destination:	NEW BRUNSWICK	
Reason:	Body LEANING, LEFT TIRES OFF GROUND	
Zone:	TUMINO	
Vehicle:	1999 Mack Front END LOADER	
Owner:	LOU	
VIN:	XM01306S	
Plate/Tag:	X89FS57 NJ	Truck: HD-57;HD-21;HD-
Mileage:		Driver: CHACO;ERNMA;S

Terms: 2/10 NET 30

Date	Incident #	Club/PO #	Service	Quantity	Rate	Amount
25-Jun-2007			60 TON ROTATOR (HD-33)	7.00	450.00	3,150.00
			HD ROAD SERVICE (ST-52)	7.00	175.00	1,225.00
			Heavy Duty Tow - Under-Reach (HD-57)	12.00	375.00	4,500.00
			Labor (HD-21)	2.00	75.00	150.00
			Low Boy Service (LB-20)	10.00	225.00	2,250.00
			Miscellaneous (HD-57)	1.00	500.00	500.00
			TOLLS (HD-57)	1.00	20.00	20.00
			TOLLS (LB-20)	1.00	20.00	20.00
<p>730 am =rolled over loaded packer frame bent sitting in pile of garbage dump we sent out HD 60 ton rotator and 45 ton slider.</p> <p>830 am=we called back for servive truck and extra man with k-12 saw to cut body off frame, it was to bent to up rite on tractor.</p> <p>when we had body off tractor we called back for low-boy we had to lift body with to wreckers and back our lowboy into pile of garbage to load onto trailer</p> <p>230 pm =next we hooked upto tractor and towed to new brunswick following low-boy loaded with box. when we arrived at midco they wanted to pull garbage out at transfer station this took a long time ,then we deliver box across street we used wrecker to help pull off trailer</p> <p>500.00 mis. fee=is 3 set shoes and to clean wreckers at shop from garbage</p> <p>800 pm we got back to our shop with lowboy and wrecker</p>						
				Sub Total		11,815.00
				Tax (7.00%)		96.25
				TOTAL		11,911.25
				Payments		(10,911.25)
				Credits		(1,000.00)
				Balance Owing		0.00
Paid By: Discount, Check						



THE PORT AUTHORITY OF NY & NJ

**PURCHASING SERVICES DIVISION
ONE MADISON AVENUE, 7TH FL.
NEW YORK, NY 10010**

REQUEST FOR PROPOSALS

**TITLE: LIGHT AND HEAVY DUTY TOWING AND VEHICLE IMPOUND
SERVICES AT THE HUDSON RIVER CROSSINGS**

NUMBER: 14612

**SUBMIT PROPOSALS BEFORE THE DUE DATE AND TIME TO THE ABOVE
ADDRESS**

PROPOSAL DUE DATE: JANUARY 29, 2008 TIME: 2:00 PM

**QUESTIONS SHOULD BE
SUBMITTED BY: JANUARY 18, 2008 TIME: 1:00 PM**

PRE-PROPOSAL MEETING: JANUARY 16, 2008 TIME: 9:00 am

**BUYER NAME: KATHY LESLIE WHELAN PHONE#: (212) 435-3929
FAX#: (212) 435-3959
EMAIL: kleslie@panynj.gov**

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Attachment A - Agreement on Terms of Discussion

Attachment B - Contract Specific Terms and Conditions

PART I Contract Description

PART II Specifications

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**Attachment E - Port Authority of New York and New Jersey Maximum
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Attachment F - Exhibits

- Exhibit A. Rate Proposal Sheet**
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- Exhibit H. Impound Facility(ies)**
- Exhibit I. Exceptions**
- Exhibit J. M/WBE Participation Plan**

1. INFORMATION FOR PROPOSERS

A. General Information: The Port Authority of New York and New Jersey

The Port Authority of New York and New Jersey ("Port Authority" or "the Authority") is a body corporate and politic created by Compact between the States of New York and New Jersey with the consent of the Congress of the United States. The Port Authority, together with its wholly-owned subsidiaries, provides the region with integrated transportation and trade services and operates facilities in connection therewith, including, but not limited to, three major regional airports, interstate traffic through four bridges and two tunnels, a bus terminal, a bus station, the PATH rapid transit system, the Hoboken-lower Manhattan ferry service, and certain New York-New Jersey port facilities and the World Trade Center Site and Transportation Hub.

The Port Authority is hereby seeking proposals from qualified firms to provide light through extra heavy duty towing and vehicle impound services for the Authority's towing program at the Hudson River crossings as more fully described herein.

B. Brief Summary of Scope of Work

The Port Authority of New York and New Jersey owns, operates, and maintains many of the facilities critical to the economic vitality of the region. These facilities include bridges, tunnels, airports and port facilities. A description of Port Authority facilities is available by visiting the Port Authority website at www.panynj.gov. In the course of operating these facilities, on occasion vehicles break down or are involved in accidents obstructing the flow of traffic. While the Port Authority's own forces are the primary responders to many of these incidents, the goal of this RFP is to provide supplemental towing and recovery services, as well as impound services, to minimize delays to patrons while rendering courteous, competent, professional, and fairly priced towing, recovery and impound services to the obstructing vehicle's operator and/or owner. (Note: Police or Law Enforcement directed impounds may be directed to a particular State as instructed by the Officer in charge at the scene. Transportation and or storage of such impounded vehicles across state lines must be approved by the on-scene Police Commander.) Rates for services shall be the lower of either the maximum rate identified in Attachment D, or the rate offered by the Proposer in Exhibit A "Rate Proposal Sheet" of this RFP.

The Port Authority's purpose for this RFP is to:

- 1) minimize delays caused by vehicular obstructions at the facilities and on designated access roads leading to and from these facilities;
- 2) ensure that adequate and appropriate towing, recovery, storage and related services are available 24 hours a day, 365 days a year, as required to minimize obstructed access to and from these facilities;

- 3) provide safe, secure storage of impounded vehicles with courteous professional assistance to owners and others involved in the impound process.
- 4) ensure that Port Authority patrons deal with qualified professionals providing these services at set rates that are fair and reasonable. The services rendered by the successful Proposer will not be paid for by the Authority. The successful Proposer will only provide set rates for such services, and payment of all such fees for services rendered shall be the obligation of the patron receiving the services. In addition, the successful Proposer shall pay a fee to the Agency for referring the towing, recovery, or impound services to the Proposer. Although the Authority will refer patrons to the Proposer, nothing in this Proposal shall give the successful Proposer exclusive rights to towing, recovery, or impound services at or around Port Authority facilities, and, except for Police or other Law Enforcement directed impounds, patrons may elect to use other service providers.

Although impound services are an integral part of the requested services, the Agency is exploring the possibility of establishing one or more impound/storage yards at Authority locations. Should this occur, the impound portions of this agreement will be terminated, although towing to other impound facilities as directed by the Port Authority, may be continued. The Agency will provide the successful proposer with at least 30 days written notice of cancellation of the impound portions of the contract. In the event that the impound storage facility is terminated from this Contract, all applicable towing fees shall be the obligation of the Port Authority. However, the Contractor shall have the obligation to provide to the Port Authority documentation of said fees and services.

C. Deadline for Receipt of Proposals

The due date specified on the cover page is the Proposal Due Date. Closing of due date is 2:00 P.M., Eastern Standard Time (EDST)

The Port Authority assumes no responsibility for delays caused by any delivery service.

D. Submission of Proposals

One reproducible original (containing original signatures and clearly designated as such) and eight copies of the proposal must be submitted on or before the due date and time in accordance with the information on the cover page of this RFP and sent or delivered to the address specified on the cover page. Each copy of the proposal as well as the parcel(s) used for shipping must be conspicuously marked with the Proposer's name and address along with the title of this RFP, this RFP number and the Proposal Due Date.

E. Communications Regarding this RFP

All communications concerning this RFP should be directed to the Buyer listed on the cover page. All questions regarding this RFP should be submitted in writing to the Buyer at the email address listed on the cover page no later than 2:00 p.m. (EDST) on January 18, 2008.

The Buyer is authorized only to direct the attention of prospective Proposers to various portions of this RFP so that they may read and interpret such portions themselves.

Neither the Buyer nor any other employee of the Port Authority is authorized to interpret the provisions of this RFP or give additional information as to its requirements. If interpretation or other information is required, it will be communicated to Proposers by written addenda and such writing shall form a part of this RFP.

F. Proposal Acceptance or Rejection

Acceptance shall be only by mailing to or delivering at the office designated by the Proposer in its proposal, a notice in writing signed by an authorized representative on behalf of the Port Authority specifically stating that the proposal is accepted or by execution of an agreement covering the subject matter of this RFP signed by authorized representatives of the Port Authority and the Proposer. No other act of the Port Authority, its Commissioners, officers, agents, representatives, or employees shall constitute acceptance of a proposal. Rejection of a proposal shall be only by either (a) a notice in writing specifically stating that the proposal is not accepted, signed by an authorized representative of the Port Authority and mailed to or delivered to the Proposer at the office designated in the Proposal, or (b) omission of the Port Authority to accept the proposal within 180 days after the Proposal Due Date. No other act of the Port Authority, its Commissioners, officers, agents, representatives or employees shall constitute rejection of a proposal.

G. Pre-Proposal Meeting

A Pre-Proposal Meeting is scheduled for 9:00 AM *Wednesday, January 16, 2008 at One Madison Ave, 7th Floor, Room 151A, NY, NY 10010.*

Any questions concerning this RFP should be submitted in writing prior to the meeting so that the Port Authority may prepare responses in advance of the meeting. Additional questions may be permitted at the meeting; however, responses may be deferred and provided at a later date by written addenda.

Attendance is strongly recommended. Information conveyed may be useful to Proposers in preparing their proposals and Proposers not attending assume all risks which may ensue from non-attendance.

Attendees interested in attending should RSVP to Ricky Ramirez no later than 12 noon (EDST) on Tuesday, January 15, 2008 of the business day preceding the scheduled date(s) to confirm their attendance and/or receive traveling directions. RSVP via email to eramirez@panynj.gov.

H. Union Jurisdiction

Proposers are advised to ascertain whether any union now represented or not represented at the facility will claim jurisdiction over any aspect of the operations to be performed hereunder and their attention is directed to the Section of this RFP entitled "Harmony" included in the "Standard Contract Terms and Conditions" hereunder.

I. City Payroll Tax

Proposers should be aware of the payroll tax imposed by the:

City of Newark, New Jersey for services performed in Newark, New Jersey;

City of New York, New York for services performed in New York, New York; and

City of Yonkers, New York for services performed in Yonkers, New York.

These taxes, if applicable, are the sole responsibility of the Contractor. Proposers should consult their tax advisors as to the effect, if any, of these taxes. The Port Authority provides this notice for informational purposes only and is not responsible for either the imposition or administration of such taxes. The Port Authority exemption set forth in the Paragraph entitled "Sales or Compensating Use Taxes", in the "Standard Contract Terms and Conditions" included herein, does not apply to these taxes.

J. Aid to Proposers

As an aid to Proposers estimating the quantity of work required in the performance of this Contract, the Port Authority provides the following historical data on approximate vehicle impounds by facility. The Port Authority has no statistical data on the number of tows at these facilities. The Port Authority makes no representation, guarantees or warranties that the estimated amounts provided herein are accurate or complete, or that they will constitute the amount of services required to be furnished under this Contract and, in addition, shall not be responsible for the conclusions to be drawn therefrom. This information is made available to the Proposers merely for the purpose of providing them with such information, as is in the possession of the Port Authority whether or not such information may be accurate, complete or pertinent or of any value to the Proposers. The Proposer should carefully examine and study the entire contents of this document and shall make its own determinations as to the services to be supplied and all other things required to be done by the Proposer. The inclusion of the foregoing information by the Port Authority shall not create or be deemed to create any obligation or liability upon it for any reason whatsoever and each Proposer, by submitting its proposal hereunder, hereby expressly agrees that it has not relied upon the foregoing information and shall not hold the Port Authority liable or responsible. Some of the data below may be based on unverified information supplied by the incumbent Contractor.

The following historical data reflects the levels of activity associated with the numbers of impounded vehicles at the facilities listed below.

TOWING/IMPOUNDS BY FACILITY

<u>YEAR</u>	<u>HT</u>	<u>LT</u>	<u>GWB</u>	<u>TOTAL</u>
2001	68	204	208	480
2002	85	248	218	551
2003	154	246	136	536
2004	183	391	150	724
2005	197	397	269	863
2006	163	324	274	761
2007*	72	189	169	430

Six-Year **850** **1810** **1255** **3915**
 Total (excludes 2007 ytd)

Yearly Average **142** **302** **209** **653**
 for Six-year Period (excludes 2007 ytd)

Unclaimed vehicles - Year 2002 = 97 vehicles
 Unclaimed vehicles - Year 2003 = 157 vehicles
 Unclaimed vehicles - Year 2004 = 126 vehicles
 Unclaimed vehicles - Year 2005 = 136 vehicles
 Unclaimed vehicles - Year 2006 = 132 vehicles
 Unclaimed vehicles - Year 2007* = 37 vehicles
 *through 10/1/07

K. Additional Proposer Information

Prospective Proposers are advised that additional vendor information, including, but not limited to forms, documents and other information, including M/WBE Participation Plan Submission Forms and protest procedures, may be found on the Port Authority website at:

http://www.panynj.gov/DoingBusinessWith/contractors/html/other_info.html

2. SCOPE OF WORK

The full Scope of Work and Description of Services to be provided under this contract are set forth in detail in Attachment B, Contract Specific Terms and Conditions.

3. PROPOSER PREREQUISITES

Only Proposers who can demonstrate that they comply with the following should submit proposals as only proposals from such Proposers will be considered:

- A. The Proposer shall have had at least five (5) years of continuous experience, immediately prior to the date of the submission of its proposal in the management and operation of a vehicle towing, storage and emergency assistance business actually engaged in providing these services to commercial and industrial accounts under contract. The Proposer may fulfill this prerequisite if it can demonstrate that the persons or entities owning and controlling the Proposer have had a cumulative total of at least the same number of years and type of direct continuous experience immediately prior to the submission of this proposal as is required of the Proposer, or has owned and controlled other entities which meet the requirement.
- B. During the time period stated in (A) above, the Proposer shall demonstrate satisfactory performance of at least one (1) contract for emergency, heavy duty towing services; three (3) contracts for general/routine towing services; and one (1) contract for vehicle impound services in either the State of New Jersey or the State of New York.
- C. In the event a Proposal is submitted by a joint venture the forgoing prerequisites will be considered with respect to such Proposal as follows: The prerequisite in subparagraph (A) and (B) above, will be considered satisfied if a joint venture itself, or any of its participants individually, can meet the requirements. If a joint venture which has not been established as a distinct legal entity submits a Proposal, it and all participants in the joint venture shall be bound jointly and severally and each such participant in the joint venture shall execute the Proposal and do each act and thing required by this Request for Proposal. On the original Proposal and wherever else the Proposer's name would appear, the name of the joint venture should appear if the joint venture is a distinct legal entity. If the Proposer is a common law joint venture, the names of all participants should be listed followed by the words "acting jointly and severally". All joint venture Proposers must provide documentation of their legal status.

To enable the Port Authority to evaluate the Proposer's experience and performance as required by these prerequisites, the Proposer must complete and submit as many pages as necessary of Exhibit F Proposer Reference Form.

It should be noted that a determination that a Proposer meets the prerequisites is no assurance that the Proposer will be deemed qualified in connection with other Proposal requirements included herein.

4. FINANCIAL INFORMATION

The Proposer will be required to demonstrate that it is financially capable of performing the contract resulting from this RFP ("Contract"). The determination of the Proposer's financial qualifications and ability to perform this Contract will be in the sole discretion of the Port Authority. The Proposer shall submit, with its proposal, the following:

- A. (1) Certified financial statements, including applicable notes, reflecting the Proposer's assets, liabilities, net worth, revenues, expenses, profit or loss and cash flow for the most recent year or the Proposer's most recent fiscal year.
- (2) Where the certified financial statements in (1) above are not available, then either reviewed or compiled statements from an independent accountant setting forth the aforementioned information shall be provided.
- (3) Where neither certified financial statements nor financial statements from an independent accountant are available, as set forth in (1) and (2) above, then financial statements containing such information prepared directly by the Proposer may be submitted; such financial statements, however, must be accompanied by a signed copy of the Proposer's most recent Federal income tax return and a statement in writing from the Proposer, signed by an executive officer or his/her designee, that such statements accurately reflect the present financial condition of the Proposer.
- Where the statements submitted pursuant to subparagraphs (1) and (2) aforementioned do not cover a period which includes a date not more than forty-five days prior to the Proposal Due Date, then the Proposer shall also submit a statement in writing, signed by an executive officer or his/her designee, that the present financial condition of the Proposer is at least as good as that shown on the statements submitted.
- B. A statement of work which the Proposer has on hand, including any work on which a bid has been submitted, containing a description of the work, the annual dollar value, the location by City and State, the current percentage of completion, the expected date for completion, and the name of an individual most familiar with the Proposer's work on these jobs.
- C. The name and address of the Proposer's banking institution, chief banking representative handling the Proposer's account, the Proposer's Federal Employer Identification Number (i.e., the number assigned to firms by the Federal Government for tax purposes), the Proposer's Dun and Bradstreet number, if any, the name of any credit service to which the Proposer furnished information and the number, if any, assigned by such service to the Proposer's account.
- D. The Proposer, shall submit a condensed balance sheet and income statement showing the net worth of the Proposer as of a date not earlier than 45 days prior to the posting date of the RFP; or, in lieu thereof, a

condensed balance sheet showing the net worth of the Proposer as of a date not earlier than the end of the preceding fiscal year together with a statement in writing signed by a duly authorized representative, that the present financial condition of the Proposer is at least as good as that shown on the balance sheet submitted.

5. EVALUATION CRITERIA AND RANKING

All proposals will be reviewed by the Port Authority to determine if they adhere to the format required in this RFP, if they contain all required submissions and if the Proposer meets the preconditions required for submission of a Proposal. For Proposals meeting such requirements, the following criteria, set forth in order of importance, will be utilized in the evaluation of proposals.

- A. The maximum rates for towing and recovery services stated herein are competitive, fair and reasonable. Favorable consideration will be given to proposers with a lower rate structure. Lower rates will be subject to review by the Port Authority for reasonableness.
- B. Revenue to the Port Authority derived from the business the Proposer receives from the Authority for towing, recovery and impound services. An important element of this criteria will be the Proposer's Management Information System's ability to assure all business is accurately accounted for; that all Port Authority referred business is recorded; to demonstrate that all payments due the Port Authority for referred business are actually and accurately rendered, and that timely and accurate reports are provided to the Agency to allow the contract administrator to audit the contract.
- C. Quality and professionalism of the towing and recovery services the Proposer is offering above the minimum requirements stated herein including the ability to handle a wide range of towing and recovery incidents, knowledge and skills of towing staff, and management capabilities of the firm including communications, data collection and analysis, employee background checks, CDL record keeping including random drug/substance abuse testing programs, billing, and record keeping and the Proposer's quality of M/WBE subcontracting Plan.
- D. Quantity, and quality of towing and recovery equipment.
- E. Quality of the impound services, including physical condition, security, accessibility of the impound yard, as well as hours of operation and professionalism of the staff.
- F. Background Check Plan - The Proposer must submit a Background Check plan in accordance with this document, which will be considered "pass/fail".

6. M/WBE SUBCONTRACTING PROVISIONS

The Port Authority of NY & NJ has a long-standing practice of making its business opportunities available to Minority Business Enterprises (MBEs) and Women-owned Businesses (WBEs) and has taken affirmative steps to encourage such firms to seek business opportunities with the Port Authority. The successful Proposer will use every good faith effort to provide for meaningful participation by Port Authority certified M/WBEs as defined in this document, in the purchasing and subcontracting opportunities associated with this contract, including purchase of equipment, supplies and labor services. Good faith efforts include 1) dividing the services and materials to be procured into small portions where feasible, 2) giving reasonable advance notice of specific subcontracting and purchasing opportunities to such firms as may be appropriate, 3) soliciting services and materials from M/WBEs, which may be certified by the Port Authority and 4) insuring that provision is made for timely progress payments to the M/WBEs.

The Port Authority has a list of certified M/WBE firms, which are available to Proposers at their request. The Port Authority makes no representation as to the qualifications and ability of these firms to perform under this contract. The Proposer may use firms which are not on the list but will be required to submit, to the Port Authority's Office of Business and Job Opportunities (OBJO) for certification, the names of M/WBE firms it proposes to use. Only Port Authority certified M/WBE firms may be considered to meet the goals. For inquiries and assistance, please contact OBJO at (212) 435-7819.

To the maximum extent feasible and consistent with the Proposer's exercise of good business judgment, the Proposer shall make a good faith effort to include 12% participation by MBE's and 5% of the total Contract price for participation by WBE's in all procurement, subcontracting and ancillary service opportunities associated with this contract. The Proposer shall submit an M/WBE Participation Plan, (Plan) which shall be evaluated and rated for this procurement. The Plan shall consist of the following:

- **Previous M/WBE Participation:** Describe any previous or current M/WBE participation which the Proposer has sponsored.
- **Scope of Work:** Describe the specific scope of work the M/WBE's will perform.
- **Identification of M/WBE's:** Provide the name and address of any M/WBE included in the Plan. If none are identified, describe the process for selecting participant firms.
- **Level of Participation:** Indicate the percentage of M/WBE participation expected to be achieved with the arrangement described in the Plan.

7. PROPOSAL SUBMISSION REQUIREMENTS

In order to expedite the evaluation of proposals, the Proposer's response to this RFP shall follow the format and order of items, using the same paragraph identifiers, as set forth below.

A. Letter of Transmittal

The Proposer shall submit a letter on its letterhead, signed by an authorized representative, stating its experience and qualifications in meeting the requirements of this RFP. This letter shall include a statement on whether the Proposer is submitting a proposal as a single entity, a joint venture, or is partnering with another firm in a prime/subcontracting relationship. In all cases, information required for a single entity is required for each participant in a joint venture.

The Letter of Transmittal shall contain:

- (1) Name and address of the Proposer and an original signature on the Letter of Transmittal by an authorized representative on behalf of the Proposer;
- (2) Name(s), title(s) and telephone number(s) of the individual(s) who are authorized to negotiate and execute the Contract;
- (3) Name, title and telephone number of a contact person to which the Port Authority can address questions or issues related to this RFP;
- (4) Name and address of proposed subcontractors, if any;
- (5) If a corporation: (a) a statement of the names and residences of its officers, and (b) a copy of its Certificate of Incorporation, with a written declaration signed by the secretary of the corporation, with the corporate seal affixed thereto, that the copy furnished is a true copy of the Certificate of Incorporation as of the date of the opening of the Proposals;

If a partnership: a statement of the names and residences of its principal officers, indicating which are general and which are special partners;

If an individual: a statement of residence;

If a joint venture: information on each of the parties consistent with the information requested above;

B. Executive Summary

The Proposer shall submit a summary presenting the major features of its proposal and how the proposal satisfies the requirements contained in this RFP, as well as the special competencies and expertise of the Proposer to meet the requirements of this RFP.

C. Agreement on Terms of Discussion

The Proposer shall submit a completed copy of Attachment A - "Agreement on Terms of Discussion," signed by an authorized representative of the Proposer. The Agreement format is included as Attachment A and shall be submitted by the Proposer without any alterations or deviations. Any Proposer who fails to sign the Port Authority's "Agreement on Terms of Discussion" will not have its proposal reviewed. If the Proposer is a joint venture, an authorized representative of each party must sign the Agreement.

D. Certifications With Respect to the Contractor's Integrity Provisions

The Proposer, by signing the Letter of Transmittal, makes the certifications in the "Contractor's Integrity Provisions," included as Part III of Attachment C of this RFP. If the Proposer cannot make any such certifications, it shall enclose an explanation of that inability.

E. Documentation of Proposer Prerequisites

The Proposer shall submit documentation to demonstrate that it meets all prerequisites. Completed Exhibit F Proposer Reference Form must be used to present evidence that the proposer meets the prerequisites.

F. Technical Aspects of the Services Proposed

The Proposer must submit a proposal which details and clearly describes its capability to perform the work described in this RFP and its approach to such work. At a minimum, the proposal shall address the following:

1. Cost and payment information: Completed Exhibit A - "Rate Proposal Sheet" detailing proposal costs to the patrons for all listed services, as well as revenues to be paid to the Port Authority for same services. All services must be priced. Also requires completion of Exhibit D - "Acceptable Modes of Payment" Sheet.

Management Information System (MIS) information detailing how the proposers MIS will provide assurances to the Port Authority that accurate data is maintained and that the system will provide accurate revenue information to the Authority, and how the proposer will address both positive and negative patron communication and feedback, and how said information will be forwarded to the Port Authority.

2. Information regarding the quality and professionalism of the towing and recovery services offered. Must include completed Towing/Recovery Key Quality Factors Statement (Exhibit E) and Proposer Reference Form (Exhibit F)
Technical Expertise, Experience of the Proposer/Personnel – The Proposer shall describe in detail its experience, including relevant contracts performed during the last five (5) years, its financial capability, management structure and proposed staffing, including resumes, M/WBE Participation Plan (see attached Exhibit J for form labeled “M/WBE Participation Plan”) and other supporting documentation demonstrating its ability to perform the work.
3. Information regarding the quantity, quality, condition and age of the equipment available to meet the needs for towing and recovery. Must include completed Towing/Recovery Equipment Inventory (Exhibit G)
4. Equipment/Impound Services – The Proposer shall describe in detail its proposed equipment, and description of impound yard/facility. The information regarding the impound services shall be provided in completed Exhibit H Impound Facility(ies).
5. The Proposer shall submit a Contractor Identity Check/Background Screening Plan, which demonstrates how the Proposer will ensure that only employees who were successfully prescreened and properly credentialed perform the services herein. This Plan shall be applicable to all years of the Contract and shall include, but not be limited to, the following:

The length of time researched for the identity check/background screening on new hires, which shall be at a minimum of 10 years of employment history or verification of what an employee documented they have done in the last 10 years preceding the date of the investigation, resources utilized to perform this, and the frequency at which it is performed on current employees.

6. The Proposer shall provide any other information that is related to the above requirements that the Proposer believes would be helpful to the Port Authority in the evaluation of its proposal.
7. The Proposer shall attach a completed Exhibit I Exceptions. All proposed deviations, with full details, must be listed in the Completed Attachment I, Exceptions. If there are no deviations or exceptions state such on the sheet and attach to the proposal.

G. Acknowledgment of Addenda

If any Addenda are sent as part of this RFP, the Proposer shall complete, sign and include with its Proposal the addenda form(s). In the event any Proposer fails to conform to these instructions, its proposal will nevertheless be construed as though the Addenda had been acknowledged.

H. Acceptance of Standard Contract Terms and Conditions

The Port Authority has attached to this RFP as Attachment B, Standard Contract Terms and Conditions governing the Contract. The Proposer is expected to agree with these Standard Contract Terms and Conditions. However, if the Proposer has any specific exceptions, such exceptions should be set forth in a separate letter included with its response to this RFP.

I. M/WBE Plan

The Proposer shall submit an M/WBE Plan in accordance with the section of this RFP entitled "M/WBE Subcontracting Provisions". Please refer to Exhibit J entitled M/WBE Participation Plan.

8. CONDITIONS FOR THE SUBMISSION OF A PROPOSAL

In addition to all other requirements of this RFP, the Proposer agrees to the following conditions for the submission of its proposal.

A. Changes to this RFP

At any time, in its sole discretion, the Port Authority may by written addenda, modify, correct, amend, cancel and/or reissue this RFP. If an addendum is issued prior to the date proposals are due, it will be provided to all parties to whom RFP's were mailed. If an addendum is issued after proposals have been received, the addendum will be provided only to those whose proposals remain under consideration at such time.

B. Proposal Preparation Costs

The Port Authority shall not be liable for any costs incurred by the Proposer in the preparation, submittal, presentation, or revision of its proposal, or in any other aspect of the Proposer's pre-contract activity. No Proposer is entitled to any compensation except under an agreement for performance of services signed by an authorized representative of the Port Authority and the Proposer.

C. Disclosure of Proposal Contents / Use of Ideas and Materials

Proposal information is not generally considered confidential or proprietary. All information contained in the proposal is subject to the "Agreement on Terms of Discussion" attached hereto as Attachment A.

D. Ownership of Submitted Materials

All materials submitted in response to or in connection with this RFP shall become the property of the Port Authority. Selection or rejection of a Proposal shall not affect this right

E. Subcontractors

If a Proposer intends to use subcontractor(s) the Proposer must identify in its proposal the names of the subcontractor(s) and the portions of the work the subcontractor(s) will perform.

F. Conflict of Interest

If the Proposer or any employee, agent or subcontractor of the Proposer may have a possible conflict of interest, or may give the appearance of a possible conflict of interest, the Proposer shall include in its proposal a statement indicating the nature of the conflict. The Port Authority reserves the right to disqualify the Proposer if, in its sole discretion, any interest disclosed from any source could create a conflict of interest or give the appearance of a conflict of interest. The Port Authority's determination regarding any questions of conflict of interest shall be final.

G. Authorized Signature

Proposals must be signed by an authorized corporate officer (e.g., President or Vice President), General Partner, or such other individual authorized to bind the Proposer to the provisions of its proposal and this RFP.

H. References

The Port Authority may consult any reference familiar with the Proposer regarding its current or prior operations and projects, financial resources,

reputation, performance, or other matters. Submission of a proposal shall constitute permission by the Proposer for the Port Authority to make such inquiries and authorization to third parties to respond thereto.

I. Evaluation Procedures and Negotiation

Only Proposers which meet the prerequisites may have their proposals evaluated based on the evaluation criteria set forth in this RFP. The Port Authority may use such procedures that it deems appropriate to evaluate such proposals. The Port Authority may elect to initiate contract negotiations with one or more Proposers including negotiation of costs/price(s) and any other term or condition, including modifying any requirement of this RFP. The option of whether or not to initiate contract negotiations rests solely with the Port Authority.

J. Taxes and Costs

Sales to the Port Authority are currently exempt from New York and New Jersey state and local sales and compensating use taxes and generally from federal taxation. All costs associated with the Contract must reflect this exemption and be stated in U.S currency.

K. Most Advantageous Proposal/No Obligation to Award

The Port Authority reserves the right to award the Contract to other than the Proposer proposing the lowest price. The Contract will be awarded to the Proposer whose proposal the Port Authority believes, in its sole discretion, will be the most advantageous to the Port Authority. Neither the release of this RFP nor the acceptance of any response thereto shall compel the Port Authority to accept any proposal. The Port Authority shall not be obligated in any manner whatsoever to any Proposer until a proposal is accepted by the Port Authority in the manner provided in the Section of this RFP entitled "Proposal Acceptance or Rejection."

L. Multiple Contract Awards

The Port Authority reserves the right to award multiple Contracts for the products, work and/or services that are the subject matter of this RFP and Proposers are hereby given notice that they may not be the Port Authority's only contractor for such products, work and/or services.

M. Right to Extend Contract

If this is a proposal for a contract for a term of years, including specified options for renewal, the Port Authority reserves the additional right to extend the contract term for an additional 120 days, upon the same terms and conditions of

the original Contract negotiated between the Port Authority and the successful Proposer.

N. Rights of the Port Authority

- (1) The Port Authority reserves all its rights at law and equity with respect to this RFP including, but not limited to, the unqualified right, at any time and in its sole discretion, to change or modify this RFP, to reject any and all proposals, to waive defects or irregularities in proposals received, to seek clarification of proposals, to request additional information, to request any or all Proposers to make a presentation, to undertake discussions and modifications with one or more Proposers, or to negotiate an agreement with any Proposer or third person who, at any time, subsequent to the deadline for submissions to this RFP, may express an interest in the subject matter hereof, to terminate further participation in the proposal process by a Proposer or to proceed with any proposal or modified proposal, which in its judgment will, under all circumstances, best serve the Port Authority's interest. The Port Authority may, but shall not be obliged to, consider incomplete proposals or to request or accept additional material or information. The holding of any discussions with any Proposer shall not constitute acceptance of a proposal, and a proposal may be accepted with or without discussions.
- (2) No Proposer shall have any rights against the Port Authority arising from the contents of this RFP, the receipt of proposals, or the incorporation in or rejection of information contained in any proposal or in any other document. The Port Authority makes no representations, warranties, or guarantees that the information contained herein, or in any addenda hereto, is accurate, complete, or timely or that such information accurately represents the conditions that would be encountered during the performance of the contract. The furnishing of such information by the Port Authority shall not create or be deemed to create any obligation or liability upon it for any reason whatsoever and each Proposer, by submitting its proposal, expressly agrees that it has not relied upon the foregoing information, and that it shall not hold the Port Authority liable or responsible therefor in any manner whatsoever. Accordingly, nothing contained herein and no representation, statement or promise, of the Port Authority, its directors, officers, agents, representatives, or employees, oral or in writing, shall impair or limit the effect of the warranties of the Proposer required by this RFP or Contract and the Proposer agrees that it shall not hold the Port Authority liable or responsible therefor in any manner whatsoever.

- (3) At any time and from time to time after the opening of the proposals, the Port Authority may give oral or written notice to one or more Proposers to furnish additional information relating to its proposal and/or qualifications to perform the services contained in this RFP, or to meet with designated representatives of the Port Authority. The giving of such notice shall not be construed as an acceptance of a proposal. Information shall be submitted within three (3) calendar days after the Port Authority's request unless a shorter or longer time is specified therein.

O. No Personal Liability

Neither the Commissioners of the Port Authority, nor any of them, nor any officer, agent or employee thereof shall be charged personally with any liability by a Proposer or another or held liable to a Proposer or another under any term or provision of this RFP or any statements made herein or because of the submission or attempted submission of a proposal or other response hereto or otherwise.

ATTACHMENT A

AGREEMENT ON TERMS OF DISCUSSION

The Port Authority's receipt or discussion of any information (including information contained in any proposal, vendor qualification, ideas, models, drawings, or other material communicated or exhibited by us or on our behalf) shall not impose any obligations whatsoever on the Port Authority or entitle us to any compensation therefor (except to the extent specifically provided in such written agreement, if any, as may be entered into between the Port Authority and us). Any such information given to the Port Authority before, with or after this Agreement on Terms of Discussion ("Agreement"), either orally or in writing, is not given in confidence. Such information may be used, or disclosed to others, for any purpose at any time without obligation or compensation and without liability of any kind whatsoever. Any statement which is inconsistent with this Agreement, whether made as part of or in connection with this Agreement, shall be void and of no effect. This Agreement is not intended, however, to grant to the Port Authority rights to any matter, which is the subject of valid existing or potential letters patent. The foregoing applies to any information, whether or not given at the invitation of the Authority.

Notwithstanding the above, and without assuming any legal obligation, the Port Authority will employ reasonable efforts, subject to the provisions of the Authority's Freedom of Information Resolution adopted by its Committee on Operations on August 13, 1992, which may be found on the Authority website at http://www.panynj.gov/AboutthePortAuthority/ContactInformation/foi_policy.html, not to disclose to any competitor of the undersigned, information submitted which are trade secrets or is maintained for the regulation or supervision of commercial enterprise which, if disclosed, would cause substantial injury to the competitive position of the enterprise, and which information is identified by the Proposer as proprietary, which may be disclosed by the undersigned to the Port Authority as part of or in connection with the submission of a proposal.

(Company)

(Signature)

(Title)

(Date)

**ORIGINAL AND PHOTOCOPIES OF THIS PAGE ONLY.
DO NOT RETYPE.**

ATTACHMENT B

CONTRACT SPECIFIC TERMS AND CONDITIONS

PART I CONTRACT DESCRIPTION

1. General Agreement
2. Duration
3. Options/Escalation
4. Compensation
5. Fees
6. Timing of Work/Non-Performance of Contractors Duties
7. Insurance Procured by Contactor
8. General Manager's Authority

PART II SPECIFICATIONS

1. Specific Definitions
2. Description of Types of Services Required
3. Storage Facility
4. Safety Equipment
5. Minimum Equipment Requirements
6. Operating Procedures
7. Proposed Rates
8. General
9. Experience of Proposers/Personel Documentation
10. Additional Personnel Requirements
11. Ethics and Conduct of Contractor

PART I - CONTRACT DESCRIPTION

1. GENERAL AGREEMENT

Subject to the terms and conditions of this contract, the undersigned hereby offers and agrees to provide all the necessary supervision, personnel, equipment, materials and all other things necessary to perform the services required by this contract.

2. DURATION

This contract shall commence on the specific date set forth in the Authority's notice of Proposal acceptance and, unless otherwise terminated in accordance with the provisions hereof, shall expire two (2) years following the commencement date so established. (This period shall be referred to hereafter as the "Initial Term"). All rates and fees shall remain firm for the Initial Term of two years. The Authority reserves the right to extend this Contract for two (2) additional two (2) year periods under the same terms and conditions stated herein. Prior to exercising any such options to extend, the Authority shall advise the contractor, in writing, at least sixty (60) days prior to expiration of the Initial Term or any extension thereof that it is exercising the option to extend.

The Port Authority shall have the absolute right to extend the Contract for an additional one hundred twenty (120) day period subsequent to the Initial Term or any option period. The rates and fees quoted by the Contractor for the Initial Term or any option period exercised, shall remain in effect during this extension period. The Port Authority will advise the Contractor of the Initial Term or option period, in writing, at least thirty 30 days prior to the Expiration Date of the Initial Term or option period, that the Contract Term is so extended.

3. OPTIONS/ESCALATION

Should the Authority elect to exercise the option(s) to extend this Contract pursuant to the clause of the Form of Contract entitled "Duration," the Unit Prices quoted by the Contractor may be adjusted. To adjust these prices, within 10 days of the Port Authority's notice that the contract is to be extended, the contractor must request such adjustment(s) in writing to the rates established in Exhibit A - Rate Proposal Sheet pricing sheet. All such adjustment(s) will be limited to a maximum of the price calculated using the Consumer Price Index for urban customers (CPI-U); Series ID: CUURA101SA0L2; Not Seasonally Adjusted; selected areas, all items index, New York, New Jersey, Long Island, (NY-NJ-CT-PA) area; all items less shelter; 1982-1984 = 100, published by the Bureau of Labor Statistics of the United States Department of Labor, herein called the "Price Index". Specifically, the requested price adjustment may not exceed the percentage change in the Price Index by using as the numerator the Price Index three months prior to the most recent anniversary of the contract, and as the denominator the said Price Index three months prior to the commencement of the contract. Within thirty (30) days following its receipt of the foregoing submission of the price adjustment request, the Port Authority shall have the right, in its sole discretion, to accept or reject the requested price changes and withdraw its

offer to extend the contract. The acceptance or rejection of the vendor's request for price changes shall be in writing. In the event the request for price increase(s) is rejected, the Port Authority shall retain the right to extend the contract by 120 days at the established rates.

4. COMPENSATION

A) General Towing and Storage

1) Vehicles Claimed by Owners

Towing and storage charges for vehicles towed, at the Authority's request, by the Contractor from the Port Authority tunnel, bridge or other facilities specified in this document, to the Contractor's storage facility which are claimed by their owner or other person having a legal right thereto are paid directly to the Contractor by the owner. Said payment shall be based on the towing and storage rates contained herein and detailed in the proposer's Exhibit A submission. These rates shall not exceed the Authority's maximum towing rates and services charges stated in Attachment D. The Contractor shall provide the owner/customer with a Rate Sheet listing all towing and storage rates as quoted herein prior to providing such services. The Contractor must accept cash, Visa, MasterCard, American Express, debit cards and certified checks/money orders. The Port Authority shall not be liable or responsible for compensating the Contractor for said services; compensation shall be the responsibility of the owner of the towed motor vehicle and the Contractor shall proceed directly against said owner.

2) Unclaimed Vehicles

Port Authority Police personnel take every action required by Law to locate and notify the owner of any vehicle which was towed by the Contractor, at the Authority's request, from the Port Authority facility to the Contractor's storage facility.

In the event that the owner or other person having a legal right thereto of any such vehicle fails to claim his/her vehicle from the Contractor, within the time frames specified paragraph P of Part II, the following procedures shall be adhered to:

- a) The Contractor shall be compensated for vehicles with a "Book Value" of less than or equal to \$2,000, as determined by the Port Authority based on the information indicated in the "Retail" column of the most current edition of "N.A.D.A. Official Used Car Guide -Domestic Cars -Imported Cars - trucks -Eastern Edition" as follows:

The Port Authority, after obtaining a Junk Title Certificate shall transfer title to said vehicle to the Contractor, who shall accept such in full compensation for all of its services in connection therewith.

The Port Authority shall not be liable or responsible in any other way for compensating the Contractor for any of the services associated with the towing and storage costs of said unclaimed vehicles. The percentage fee due to the Port Authority shall be waived under the circumstances where the vehicle has a value of less than or equal to \$2,000.

- b) The Contractor shall be compensated for vehicles with a Book Value of more than \$2,000, as determined by the Port Authority based on the information indicated in the "Retail" column of the most current edition of "N.A.D.A. Official Used Car Guide - Domestic Cars - Imported Cars - Trucks - Eastern Edition" as follows:

(1) The Port Authority Procurement Department, Materials Management Division, shall attempt to sell the vehicle by publicly advertised sealed bids, auction, or other means, at its sole discretion.

(2) Within 24-hours of request, the Contractor shall provide the facility Abandoned Car Detail Officer with the following information:

-Vehicle Identification Number (VIN) of Vehicle

-Make of Vehicle

-Model of Vehicle

-Year of Vehicle

-Date vehicle was transported to the Contractor's storage facility

-Mileage of vehicle when available

As of the date of this Contract, notify the officer holding the Abandoned Car Detail position (201-617-8543).

(3) The Contractor shall provide access to the storage site during normal business hours for prospective Proposers and a Port Authority representative on one or more dates to be determined by the Port Authority. The Port Authority may elect to hold an off-premises auction. In that event, the Proposer will be required to transfer auction vehicles in its possession to an auction site to be determined by the Port Authority. Costs of transferring vehicles will not be the responsibility of the Port Authority, but may be recovered only from the proceeds of auction sale.

(4) If any acceptable bid is received, as determined by the Authority, the facility Abandoned Car Detail Officer will notify the Contractor of

such, who shall, within 24-hours, provide the Officer with the total Towing and Storage fees due the Contractor.

The Towing and Storage fees due the Contractor shall be based on the rates as quoted herein by the Contractor and shall be calculated starting at the point in time that the Contractor retrieved the vehicle from the Authority's storage facility and ending at the point in time that the Authority notified the Contractor, either verbally or in writing, of the sale of the vehicle. When such notice is sent by regular mail, it should be assumed that it was received by the Contractor two days after being posted.

- (5) The proceeds from the sale of the vehicle to a third party shall be first used to satisfy the Contractor's charges for Towing and Storage. Such proceeds shall be accepted by the Contractor in full compensation for all of its services in connection therewith, regardless of whether such proceeds satisfy the Contractor's charges for Towing and Storage.

In the event that the proceeds from the sale of the vehicle to a third party exceed the Contractor's charges for Towing and Storage, the proceeds remaining after the Contractor's charges have been satisfied shall remain the property of the Port Authority.

- (6) If no acceptable bid is received, as determined by the Authority, the Port Authority in its sole discretion, after receiving Good Negotiable Title, may elect to offer the vehicle at its next scheduled auction or may transfer said vehicle to the Contractor, who shall accept such in full compensation for all of its services in connection therewith. The Port Authority shall not be liable or responsible in any other way for compensating the Contractor for any of the services associated with the towing and storage costs of said unclaimed vehicles.

B) Emergency Assistance – Emergency Heavy Duty Towing Assistance, Emergency Crane Service and Emergency Mass Towing Assistance.

The Contractor shall be compensated for its services to the Authority in matters associated with Emergency Assistance based on the rate as quoted by the Contractor herein.

- 1) Compensation to the Contractor shall be the responsibility of the owner of the object or vehicle which created the situation requiring assistance, and the Contractor shall proceed directly against said owner. The Port Authority shall not be liable or responsible in any way for compensating the Contractor for said services.**

C) Types and Quantities

The Port Authority makes no representation as to the actual quantities and types of vehicles that may require towing or the quantities and types of emergency assistance that may be required. See Section 1.H Aid to Proposers.

5. FEES

(a) (i) The Contractor agrees to pay to the Port Authority a percentage fee (hereinafter called the "*Basic Percentage Fee*"), at the times set forth in and in accordance with paragraph (a)(ii) below, equal to the percent as proposed in Attachment E, Exhibit C, and applied to the Gross Receipts.

(ii) Gross Receipts shall be reported and the Basic Percentage Fee shall be paid to the Port Authority by the Contractor as follows: On or before the twentieth (20th) day of the first month following the month in which the Effective Date falls and on the twentieth (20th) day of each and every calendar month thereafter during the period that the Contract is in effect and including the calendar month in which the Contract ceases to be in effect, the Contractor shall render to the Port Authority a monthly statement sworn to by a responsible executive or fiscal officer of the Contractor showing all of the Gross Receipts for the preceding month. Each of the said statements shall also show the cumulative Gross Receipts from the Effective Date (or the most recent anniversary thereof) through the last day of the preceding month. At the same time each of the said statements is rendered to the Port Authority, the Contractor shall pay to the Port Authority an amount equal to the percent (X%) applied to the Gross Receipts, as proposed in Attachment E, Exhibit C, for the preceding calendar month. In addition to the foregoing, on the twentieth (20th) day of the first month following each anniversary of the Effective Date the Contractor shall submit to the Port Authority a statement setting forth the cumulative totals of the Gross Receipts for the entire preceding twelve (12) month period certified, at the Contractor's expense, by a certified public accountant. In addition to the foregoing, within twenty (20) days after the expiration, termination, revocation or cancellation of the Contract, the Contractor shall render to the Port Authority a sworn statement certified, at the Contractor's expense, by a certified public accountant of all Gross Receipts during the period from the last preceding anniversary of the Effective Date up to and including the last day the Contract shall be in effect and the Contractor shall, at the time of rendering such statement to the Port Authority, pay the Basic Percentage Fee due and unpaid as of the last day the Contract shall be in effect. Each of the statements called for hereunder shall separately list and state the Gross Receipts and Basic Percentage Fees payable thereon for each service provided by the Contractor hereunder.

(b) All statements to be submitted to the Port Authority pursuant to this Section and all payments made under the Contract shall be sent to the following address:

THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY
P.O. BOX 95000-1517
PHILADELPHIA, PENNSYLVANIA 19195-1517

or via the following wire transfer instructions:

Bank: Commerce Bank
Bank ABA Number: 026013673
Account Number: 5950011675

or to such other address as may hereafter be substituted therefor by the Port Authority, from time to time, by notice to the Contractor.

(c) Without limiting any other provisions of the Contract regarding Gross Receipts, in those instances where the Contractor provides any services along with other services to the same Person (including without limitation those instances where a service is part of or is included within a group of other services and rendered for a single price, and where a service is performed by the Contractor pursuant to agreement for the exchange of services or goods) the Contractor agrees that the value ascribed to the performance of such service by the Contractor shall be the fair and reasonable value thereof as determined by the Port Authority.

(d) Without limiting the requirement for Port Authority approval, if the Contractor conducts any services or any portion thereof through the use of a contractor or other third party which is not a Port Authority Contractor and where the payments for any of the foregoing are made to such contractor rather than to the Contractor, said payments shall be deemed amounts, monies, revenues, receipts and income paid or payable to the Contractor for purposes of determining the Contractor's Gross Receipts, provided, however, that the foregoing shall not grant or be deemed to grant any right or permission to the Contractor to use an independent contractor or other third party to perform any services or portion thereof or the doing of anything hereunder by an independent contractor or other third party.

(e) Notwithstanding that the fee hereunder is measured by a percentage of Gross Receipts, no joint adventure or partnership relationship between the parties hereto is created by this Contract.

(f) To the extent that the Contractor has not already done so at the time of execution of this Contract and without limiting the generality of any other term or provision hereof, the Contractor agrees to submit monthly statements of Gross Receipts as provided in this section and to pay, all fees and other amounts due under the Contract.

6. TIMING OF WORK / NON-PERFORMANCE OF CONTRACTOR'S DUTIES

- A) The Contractor shall provide the services requested in this Contract when notified by the Port Authority Facility Police Representative or a designated Port Authority Operations Supervisor. Such notification will be verbal or written.
- B) The Contractor shall respond within 30 minutes of notification by the Authority or patron, for routine towing services.

- C) The Contractor shall pick-up vehicles, when so directed, from the Port Authority storage facility and transport them to the Contractor's secured storage facility within 24 hours after receipt of verbal or written order.
- D) The Contractor shall be present at the site of the incident with the proper equipment, as so directed by the Authority, within 30 minutes of notification by the Authority for Emergency Heavy Duty Towing Assistance or Emergency Crane Service. The Contractor shall report immediately to the facility ranking officer at the scene, obtain approval and support for lane/roadway closures and methodology, and commence work immediately thereafter.
- E) The Contractor shall be present at the site of the incident, as so directed by the Authority, within 30 minutes of notification by the Authority for Emergency Mass Towing Assistance, and shall begin transporting vehicles from the Port Authority site to the Contractor's storage facility, at a rate of not less than four (4) vehicles per hour, immediately upon the Contractor's arrival on-site.

The Contractor shall satisfactorily perform all required services.

In addition to any other rights or damages available to the Port Authority by law, or pursuant to the provisions of this Contract, the Port Authority, in the event that it deems the Contractor guilty of a breach of any term whatsoever of this Contract, shall have the right to take over and complete the performance of the Contract or any part thereof, directly or through other Contractors. The cost and expense of the performance of such work shall be the responsibility of the Contractor and shall be paid thereto, and shall include all applicable fee due the Port Authority.

7. INSURANCE PROCURED BY THE CONTRACTOR

The Contractor shall take out, maintain, and pay the premiums on Commercial General Liability Insurance, including but not limited to premises-operations, products-completed operations, and independent contractors coverage, with contractual liability language covering the obligations assumed by the Contractor under this Contract and, if vehicles are to be used to carry out the performance of this Contract, then the Contractor shall also take out, maintain, and pay the premiums on Automobile Liability Insurance covering owned, non-owned, and hired autos in the following minimum limits:

Commercial General Liability Insurance - \$ 2 million combined single limit per occurrence for bodily injury and property damage liability.

Automobile Liability Insurance - \$ 5 million combined single limit per accident for bodily injury and property damage liability.

In addition, the liability policy (ies) shall name The Port Authority of NY and NJ as additional insured, including but not limited to premise-operations, products-completed operations on the Commercial General Liability Policy. Moreover, the Commercial General Liability Policy shall not contain any provisions for

exclusions from liability other than provisions for exclusion from liability forming part of the most up to date ISO form or its equivalent unendorsed Commercial General Liability Policy. The liability policy (ies) and certificate of insurance shall contain cross-liability language providing severability of interests so that coverage will respond as if separate policies were in force for each insured. These insurance requirements shall be in effect for the duration of the contract to include any warrantee/guarantee period.

The certificate of insurance and liability policy (ies) must contain the following endorsement for the above liability coverages:

"The insurer(s) shall not, without obtaining the express advance written permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the Tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority."

The Contractor shall also take out, maintain, and pay premiums on Workers' Compensation Insurance in accordance with the requirements of law in the state(s) where work will take place, and Employer's Liability Insurance with limits of not less than \$1 million each accident.

Each policy above shall contain a provision that the policy may not be canceled, terminated, or modified without thirty (30) days' prior written notice to the Port Authority of NY and NJ, Att: Facility Contract Administrator, at the location where the work will take place and to the General Manager, Risk Management.

The Port Authority may at any time during the term of this agreement change or modify the limits and coverages of insurance. Should the modification or change results in an additional premium, The General Manager, Risk Management for the Port Authority may consider such cost as an out-of-pocket expense.

Within five (5) days after the award of this agreement or contract and prior to the start of work, the Contractor must submit an original certificate of insurance, to the Port Authority of NY and NJ, Facility Contract Administrator, at the location where the work will take place. This certificate of insurance MUST show evidence of the above insurance policy (ies), stating the agreement/contract number prior to the start of work. The General Manager, Risk Management must approve the certificate(s) of insurance before any work can begin. Upon request by the Port Authority, the Contractor shall furnish to the General Manager, Risk Management, a certified copy of each policy, including the premiums.

If at any time the above liability insurance should be canceled, terminated, or modified so that the insurance is not in effect as above required, then, if the Manager shall so direct, the Contractor shall suspend performance of the contract at the premises. If the contract is so suspended, no extension of time shall be due on account thereof. If the contract is not suspended (whether or not because of

omission of the Manager to order suspension), then the Authority may, at its option, obtain insurance affording coverage equal to the above required, the cost of such insurance to be payable by the Contractor to the Port Authority.

Renewal certificates of insurance or policies shall be delivered to the Facility Contractor Administrator, Port Authority at least fifteen (15) days prior to the expiration date of each expiring policy. The General Manager, Risk Management must approve the renewal certificate(s) of insurance before work can resume on the facility. If at any time any of the certificates or policies shall become unsatisfactory to the Port Authority, the Contractor shall promptly obtain a new and satisfactory certificate and policy.

The requirements for insurance procured by the Contractor shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Contractor under this contract. The insurance requirements are not a representation by the Authority as to the adequacy of the insurance to protect the Contractor against the obligations imposed on them by law or by this or any other Contract.

Renewal policies shall be delivered to the Port Authority at least fifteen (15) days prior to the expiration date of each expiring policy. If at any time any of the certificates or policies shall become unsatisfactory to the Port Authority, the Contractor shall promptly obtain a new and satisfactory certificate and policy. Upon request of the General Manager, Risk Management, the Contractor shall furnish the Port Authority with a certified copy of each policy stated above. (non-ocip 2131)

8. GENERAL MANAGER'S AUTHORITY

The General Manager of each facility shall have the authority to decide all questions in connection with the work. The exercise by the General Manager of the powers and authorities vested in him/her by this section shall be binding and final upon the Port Authority and the Contractor.

The General Manager shall also have the right, at any time and from time to time in his/her sole discretion, to increase the equipment requirements of all or any part of the services required hereunder and/or to add areas not described herein in the Specifications or remove areas or parts of areas which are hereunder so described.

Where no specific Unit Price has been quoted or maximum rate specified for the type of equipment and/or services to be increased, the Manager shall have the right to negotiate the compensation due the Contractor. All payments are the responsibility of the owner of objects or vehicles that created the situation requiring the specified services.

PART II - SPECIFICATIONS

1. SPECIFIC DEFINITIONS

To avoid undue repetition, the following terms, whenever they occur in this Contract or any other papers forming a part of this Contract, shall be construed as follows:

A) The term "Port Authority" or "Authority" shall mean The Port Authority of New York and New Jersey.

B) The term "facility" shall mean:

1) George Washington Bridge:

George Washington Bridge and Bus Station, 220 Bruce Reynolds Blvd, Fort Lee, New Jersey; its New York City locations; and its approach and departure roadway systems

2) Lincoln Tunnel:

Lincoln Tunnel, 500 Boulevard East, Weehawken, New Jersey; its New York City locations; and its approach and departure roadway systems

North Bergen Park & Ride Lot, Township of North Bergen, New Jersey

3) Holland Tunnel:

Holland Tunnel, 13th & Provost Streets, Jersey City, New Jersey; its New York City locations; and its approach and departure roadway systems

4) Other Port Authority facilities:

From time to time, the contractor will be required to perform towing services, as specified within this contract, in and around roadways and parking lots of other Port Authority facilities including, but not limited to, the Port Authority Bus Terminal, the World Trade Center Site, and Port Authority Trans Hudson (PATH) stations.

For purposes of providing services in this contract, the determination of the boundaries of each facility is at the sole discretion of each facility's General Manager.

C) The term "Contract" shall mean and include the Standard Information for Proposers and Signature Sheet, Written Addenda, if any, Contract Specific Information for Proposers, contract Description Specifications, Cost Sheets and the Standard Contract Terms and Conditions.

D) The term "Abandoned Vehicle" shall mean:

Any vehicle left on Port Authority property without license plates; any vehicle left unattended for such a period of time that it interferes significantly with the operation of an active public or restricted roadway at any facility; any vehicle left unattended beyond allowable time limits as determined by the facility manager or a designated representative in an area where unauthorized parking is expressly prohibited; any vehicle left without authorization for a period in excess of twenty-four (24) hours in any public parking area not controlled by meters or parking regulations, or for a period of thirty (30) days when parked in a pay lot operated by the Port Authority or its designated agent, or when a vehicle is left unattended in a controlled public area beyond allowable time limits as judged by the facility manager or a designated representative.

E) The term "Derelict Vehicles" shall mean:

Derelict vehicles are vehicles that have been severely stripped or vandalized and are of little or no monetary value but not necessarily abandoned by the owner.

F) The term "Impound" shall mean:

A vehicle may be impounded (taken and held in custody for safekeeping) if it is on Port Authority property and the vehicle is: reasonably believed to be Abandoned as defined in paragraph D, above; reasonably believed to be directly involved in a crime (stolen and listed in a police alarm, used in the commission of a crime such as vehicular homicide, robbery, transporting of contraband, etc.); reasonably believed to be a Derelict Vehicle; vehicles that are not road worthy; involved in an accident where there is a fatality or a potential fatality; immobile because the driver or any designated licensed passenger is incapable of driving or if the driver is arrested or is unlicensed and arrangements cannot be made for a licensed operator designated by the owner to remove the vehicle from Port Authority property within six hours. The Port Authority has the right to hold the vehicle with Prosecutor's approval for investigation.

G) "Recovery" shall mean the disabled vehicle is typically not on its own wheels, or it is off the roadway. It must be brought back, or recovered, onto its own wheels or onto the roadway before it can be towed.

For purposes of this Contract, Vehicle Types are as follows:

Type I: Passenger Vehicle up to 4,500 lbs
(Motorcycles, Cars, SUV's, Mini-vans)

Type II: Any Vehicle between 4,500 and 10,000 lbs

Type III: 2 Axle Trucks and Buses between 10,000 to 26,000 lbs

Type IV: Any Vehicle over 26,000 lbs or over 2 Axles

H) "Towing" shall mean the disabled vehicle is typically on the roadway and hook-up is all that's required. Towing includes attaching steering locks, chains, tiedowns, or other safety devices to assure the towed vehicle cannot separate from the tow vehicle, and lights on the disabled vehicles so they can be moved safely in accordance with the traffic laws of the states of NY and NJ, as well as the best recommended practices of the towing industry.

I) Extended and complicated work shall include:

- "Recovery" shall mean the uprighting of an overturned vehicle, and/or the return of a vehicle to the roadway.
- "Cargo Recovery" shall mean the collection and removal of spilled cargo of commercial value from a roadway or other surface.
- "Tractor Service" shall mean providing a fifth wheel equipped over-the-road tractor to move a disabled trailer.
- "Tractor Trailer Service" shall mean providing an over-the-road tractor with semi-trailer (dry van type) to move cargo to a destination.
- "Cargo Transfer Service" shall mean the removal of cargo from a truck or tractor trailer, and transference of such cargo to another vehicle, generally involving the use of a fork lift truck or other powered industrial equipment.
- "Cleanup" shall mean the removal of debris or damaged material or cargo from an accident site.
- "Crane Service" shall mean the rental rates for a qualified crane, operator, and necessary rigging equipment necessary for heavy duty lifting or recovery work. (generally beyond the capability of a normal road type wrecker).

J) "Tow Truck" shall mean specially designed trucks equipped with a hook and sling that the operators use to raise one end of a disabled vehicle for towing.

- K) "Weel-lift Tow Truck" shall mean a specially designed truck that uses hydraulic power and/or winches to lift two or more wheels on one or more axles for towing by directly raising the tire/wheel assemblies on the towed vehicle.
- L) "Flatbed Tow Trucks" shall mean specially designed trucks used for transporting cars or trucks on the body of the tow vehicle . Operators lower the truck beds to the ground, winch disabled vehicles onto the beds, and then raise the beds for driving.
- M) "Wrecker" means a motor vehicle with hoisting apparatus and/or other special equipment designed and used for towing or carrying wrecked or disabled vehicles or freeing vehicles stalled or stuck in snow, mud or sand. As used in this document, wrecker specifically includes "Tow Truck", "Weel-lift Tow Truck", "Flatbed Tow Trucks", and all other vehicles and equipment especially designed for towing or recovering vehicles.

Regardless of type, all tow vehicles shall be equipped with emergency lighting including SAE approved amber warning lights, high mounted turn, stop, tail, marker and identification lights, and work lights to facilitate hookup and recovery.

In all cases, operators attach steering locks, chains, or lights to disabled vehicles so they can be moved safely.

- N) Port Authority "storage facility" or "storage site" shall mean:
- 1) George Washington Bridge
220 Bruce Reynolds Blvd.
Fort Lee, New Jersey 07024
 - 2) Lincoln Tunnel
500 Boulevard East
Weehawken, New Jersey 07087
 - 3) Holland Tunnel
13th & Provost Streets
Jersey City, New Jersey 07310
- O) For purposes of this Contract, a vehicle is considered as having been "claimed" if:

At any time prior to the sale of the motor vehicle or the issuance of a Junk Title Certificate therefor, the owner or other person having a legal right thereto, reclaims possession of the motor vehicle from the Authority or Contractor with

whom the motor vehicle is stored. Possession cannot be reclaimed without instant payment of all fees owed the Contractor under provisions of this contract.

P) For purposes of this Contract, a vehicle is considered as "unclaimed" when:

- Such vehicle, which has been ascertained as not stolen and can be certified for a Junk Title Certificate, has remained unclaimed by the owner or other person having a legal right thereto for a period of fifteen (15) business days;
- Such vehicle, which cannot be certified for a Junk Title Certificate, has remained unclaimed by the owner or other person having a legal right thereto for a period of twenty (20) business days.
- A vehicle shall be deemed "unclaimed" until all fees under this contract have been paid.

Q) The term "Contractor" shall be the company awarded this contract.

R) Gross Receipts shall mean monies collected either by the Port Authority or the Contractor for services provided for under this Contract.

2. DESCRIPTION AND TYPES OF SERVICES REQUIRED

Category I - Transport (Towing, Underlift, Wheel Lift, Lowboy, Flatbed)

The Port Authority will notify the Contractor when its assistance is required to provide towing and storage services for vehicles that have been abandoned, stolen, impounded, disabled, or involved in an accident at the Holland Tunnel, Lincoln Tunnel, George Washington Bridge facilities, PATH, WTC or other Port Authority facilities listed in Section 1 of Part II, Specifications, and have been transported to their storage locations or other Port Authority designated location. Said towing services are required from Port Authority A) Holland Tunnel storage facility, Jersey City, NJ, to Contractor's storage facility; B) Lincoln Tunnel storage facility, Weehawken, NJ to Contractor's storage facility, and; C) George Washington Bridge storage facility, Fort Lee, NJ, to Contractor's storage facility.

Category II - Storage

Segregate and secure vehicles associated with this contract which have been transported to the Contractor's storage facility at the Port Authority's request. Two (2) subcategories apply for Type 1 and Type 2:

- a. Claimed Vehicles
- b. Unclaimed Vehicles

Category III - Emergency Heavy Duty Towing Assistance and Emergency Crane Service

The Port Authority will notify the Contractor when an emergency situation arises at a Holland Tunnel, Lincoln Tunnel, George Washington Bridge, PATH, WTC facility or other Port Authority facilities listed in Section 1 of Part II, Specifications which calls for Emergency Heavy Duty Towing Assistance or Emergency Crane Service. The scope of services required shall include, but are not limited to, lifting, uprighting, hoisting, towing, flatbedding, off-loading, and crane service. Three (3) subcategories apply:

- a. 40+ Ton Crane
- b. Underreach
- c. Wrecker

Category IV - Emergency Mass Towing

The Port Authority will notify the Contractor should the need arise for Emergency Mass Towing Assistance from the site of an incident that occurred at a Holland Tunnel, Lincoln Tunnel, George Washington Bridge, PATH, WTC facility or other Port Authority facilities listed in Section 1 of Part II, Specifications to the Contractor's storage facility. Emergency Mass Towing is defined as manpower and equipment sufficient to transport vehicles from a Port Authority site to the Contractor's storage facility at a rate of not less than four (4) vehicles per hour.

3. STORAGE FACILITY

- A) The Contractor is required to provide all of the resources necessary to accommodate the requests by the designated representatives of the Port Authority with regard to the storage of vehicles associated with this contract.
- B) The Contractor is required to provide a secured general storage area capable of storing a minimum of 100 passenger vehicles, 2 tractor trailer and 2 buses. This storage area shall be fully enclosed by a sturdy fence having a minimum height of eight feet and topped with barbed wire, with at least one lockable gate for ingress and egress. The storage area must be protected with an alarm system, guard dog, or approved equal and shall be lighted from dusk to dawn. The lighting shall be sufficient to allow processing of a vehicle.
- C) The Contractor is required to provide an indoor storage facility for vehicles that, under the sole discretion of the Port Authority, require indoor storage. The indoor storage facility must have a paved floor and be capable of storing 10 passenger vehicles, 1 tractor trailer and 1 bus. The indoor storage facility may not be located on the premises of another business and must be located inside the physical plant of the Contractor's business.

- D) The designated storage facilities of the Contractor shall be located within the Port District, defined as the twenty-five (25) mile radius of the Statue of Liberty.
- E) The Contractor shall ensure that the public may recover towed vehicles from the storage facilities during at least the following time periods: Monday - Friday 8:00 a.m. to 8:00 p.m., Saturday 8:00 a.m. - 4:00 p.m.
- F) The storage facilities (indoor and/or outdoor) shall be broom-clean and in good and safe condition at all times. It shall include a telephone, rest room facilities and workspace such as a desk, chair, etc. and be ADA accessible.
- G) The storage facilities must be located in conformance with applicable zoning regulations.
- H) Vehicles must be stored by the Contractor so as to minimize the possibility of damage thereto and to permit inspection thereof, and to allow easy removal when released or disposed of in accordance with this contract. A working area of 9' x 20' per vehicle shall be provided.
- I) Risk of loss or damages to all vehicles held at the Contractor's establishment shall be the Contractor's.

4. SAFETY EQUIPMENT

- A) Every tow vehicle or flat-bed vehicle shall comply with any and all applicable state, federal and local laws, regulations and ordinances pertaining to safety, lighting and towing equipment requirements. The following minimum safety equipment is to be carried on all of the Contractor's trucks, at all times:
 - 2) "J" hooks and chains.
 - 3) Snatch block for three-eighths (3/8's) to one-half (1/2) inch cable.
 - 4) Two high-test safety chains.
 - 5) Auxiliary safety light kit to place on the rear of towed vehicles.
 - 6) Four lamp or three lamp revolving amber light or light bar.
 - 7) Tool box with an assortment of hand tools.
 - 8) Rear working lights, rear marker lights, cab lights and body-clearing lights located to clear towed vehicle.
 - 8) Minimum of four safety cones fluorescent-orange-colored with at least one band of reflectorized tape not less than 2' wide and within 6" of the top.
 - 9) Steering wheel lock or tie down.
 - 10) Two-way radio communication with Contractor's office and a working cell phone.
 - 11) Equipment necessary to tow/flatbed disabled or locked vehicles.
 - 12) At least one heavy-duty broom, a shovel, a crowbar or prybar, a set of jumper cables, a flashlight, one two-pound or larger fire extinguisher or dry chemical type, one dozen flares or similar warning devices, at least ten

pounds of dry sand or a drying compound for gasoline and oil spilled onto the roadway.

13) A wheel lift assembly.

- B) All trucks shall be clearly and prominently lettered on both sides so as to identify readily the Towing Operator and the location(s) and telephone(s) number of the storage facilities, and otherwise as may be required by Law.
- C) All equipment used by a Contractor in performing towing or storage services shall be maintained in good and safe condition.
- D) Heavy-duty wreckers must be capable of towing new-style buses and trucks with fiberglass front ends.

5. MINIMUM EQUIPMENT REQUIREMENTS

- A) Minimum of four (4) long wheelbase heavy duty wreckers, three (3) of which with a minimum of forty (40) ton tow capacity, one (1) of which with a minimum of sixty (60) ton tow capacity, and at least two (2) of which have twenty five (25) ton undereach capacity.
- B) Minimum of one (1) semi-trailer with a minimum loading deck of forty (40) feet and a minimum winching capacity of 25,000 pounds.
- C) Minimum of one (1) tandem axle tractor with a minimum gross combination weight rating of 80,000 pounds.
- D) Minimum of one (1) forty-five (45) foot flatbed semi-trailer.
- E) Minimum of one forty-five (45) foot dry van semi-trailer.
- F) Air bag recovery cushions and compressor with a minimum capacity of 80,000 pound.
- G) Minimum of one (1) all terrain fork lift
- H) Minimum of one (1) heavy duty wrecker capable of handling a lift and tow in excess of 125,000 pounds gross vehicle weight.
- I) Load rollers, pallet jackets and miscellaneous load handling equipment.
- J) Minimum of five (5) light duty wreckers capable of recovery and towing of Type I and Type II vehicles (up to 10,000 lb. GVWR). At least two (2) units must be of the wheel lift type and two (2) units of the flat bed type to enable towing cars and other light vehicles without hooks, chains, slings or other devices. Wheel lift or flat bed type wreckers must be dispatched for all vehicles for which these type towing methods are recommended or required by the OEM vehicle manufacturers,

and any restrictions (e.g. speed, distance, disconnecting drive shafts, etc.) applicable to towing these vehicles with one or more sets of wheels on the ground must be observed.

6. OPERATING PROCEDURES

A) The Contractor will be notified of required towing services for a vehicle that has been transported to a Port Authority Lincoln Tunnel, Holland Tunnel, George Washington Bridge or other Port Authority facilities listed in Section 1 of Part II, Specifications storage facility. The Contractor shall pick-up said vehicle(s) from the Port Authority facility within the 4 hours of notification, and transport said vehicle(s) to the Contractor's secured storage facility.

- 1) The Contractor shall sign a Port Authority release form at the time of pick-up. Pick-up times are as follows unless otherwise notified: In the past the contractor signed the Impound Inventory Report when picking up the vehicle. The Release Form is for the owner, and is required when picking up vehicle from the contractor's facility.

Holland Tunnel - Monday through Friday, 8:00 a.m. - 4:00 p.m., excluding Holidays (Contact the facility's Abandoned Car Detail Officer (201-714-7444);

Lincoln Tunnel - 24-hours-a-day (Contact the facility's Abandoned Car Detail Officer (201-617-8543);

George Washington Bridge - Monday through Friday, 7:00 a.m. - 3:00 p.m., excluding holidays (Contact the facility's Abandoned Car Detail Officer 201-346-4102).

- 2) The Port Authority's Abandoned Car Unit takes every action required by Law to notify the owner that his/her vehicle has been towed from Port Authority property to the Contractor's storage facility.
- 3) Prior to the vehicle's release by the Contractor, said Contractor shall obtain written approval from the appropriate Authority facility Duty Tour Commander. The Contractor shall obtain a copy of the Driver's License, Vehicle Registration, and Insurance Identification Card from the person to whom the vehicle is being released and forward such documentation to the appropriate facility's Abandoned Car Detail Officer. Additionally, the Contractor shall forward to the appropriate facility a copy of the Contractor's invoice or release form, which must at minimum include the following information:

- Name and address of the person to whom the vehicle is being released
- License Plate Number

- Year & Model
- Mileage of vehicle if available
- Color of vehicle
- Authority facility from where the vehicle was towed
- Date the vehicle was towed from the Authority facility
- Date the vehicle was retrieved by the owner
- Customer's signature
- A copy of the invoice/bill covering all costs, charged to the customer, directly attributed to the towing and storage of said vehicle.

Telephone numbers and addresses at each facility are:

Holland Tunnel - 13th & Provost Streets, Jersey City, NJ, 07310
(201-714-7484)

Lincoln Tunnel - 500 Boulevard East, Weehawken, NJ, 07087
(201-617-8543)

George Washington Bridge - 220 Bruce Reynolds Blvd., Fort Lee, NJ,
07024 (201-346-4103)

- B) The Contractor will be notified by the Port Authority when Emergency Heavy Duty Towing Assistance, Emergency Crane Service, or Emergency Mass Towing Assistance is required. Specifics as to the nature and location of the incident for which such Assistance is being requested will be provided to the Contractor by the affected facility at the time of notification. Based on these specifics, the Contractor will immediately dispatch any and all equipment that, in its judgement, will be necessary for the most expeditious removal. In the event of an incident causing delays to traffic, the Contractor will use its judgement to assure that the need to subsequently call for additional equipment is minimized.

The Contractor shall report directly to the site of the incident, unless otherwise directed by the Authority, within 30 minutes of notification by the Authority for Emergency Heavy Duty Towing Assistance Service. The Contractor shall ensure that the appropriate equipment is at the site of the incident, and shall immediately commence said Emergency Heavy Duty Towing Assistance and Emergency Crane Service. The Contractor shall report directly to the site of the incident, unless otherwise directed by the Authority, within 30 minutes of notification by the Authority for Emergency Mass Towing Assistance, and shall immediately begin transporting vehicles from the Port Authority site to the Contractor's storage facility, at a rate of not less than four (4) vehicles per hour.

In an Emergency Situation, the Authority reserves the right to call additional contractors and /or tow service operators from outside of this contract. The declaration of an "Emergency Situation" is at the sole discretion of the Authority, but may include but is not limited to toll lane blockages, ramp blockages, interchange blockages and main line blockages arising out of or in any way

connected to accidents, disabled vehicles or other traffic incidents, adverse weather conditions and any other traffic circumstances that would tend to unduly hinder the ability of a Contractor to timely respond or adequately handle a service call.

7. PROPOSED RATES

- A) The contractor will bill for all services at the rates proposed in Exhibit A, Attachment E.
- B) The Contractor will bill standby equipment at a reduced rate that will only include response and return time from the Contractor's garage. The patron will assume all charges.
- C) All customers will be provided with an itemized invoice outlining charges and services rendered. This invoice should match the rate sheet that was provided to the patron at the time of towing.
- D) The proposed rates must be provided to each person/patron using the services at the PANYNJ facilities. The sheet must provide a plainly visible statement so that if the patron was charged in excess of these rates, or wishes to register a complaint regarding pricing or quality of service that they may contact the PANYNJ directly with a name, email, mailing address, and phone number of the individual to contact.
- E) The Contractor may not perform any services that is not listed on the Rate Sheet without the approval of the Port Authority. All costs associated with these services shall be negotiated with the Port Authority and these services and rates shall be added to the Rate Sheet that is given to the owner/customer at the time that the services are provided.

The services rendered by the Contractor will not be paid for by the Authority. The Contractor will only provide set rates for such services, and payment of all such fees for services rendered shall be the obligation of the patron receiving the services. In addition, the Contractor shall pay a fee to the Agency for referring the towing, recovery, or impound services to the Contractor. Although the Authority will refer patrons to the Contractor, nothing in this Contract shall give the Contractor exclusive rights to towing, recovery, or impound services at or around Port Authority facilities, and, except for Police or other Law Enforcement directed impounds, patrons may elect to use other service providers.

Although impound services are an integral part of the requested services, the Agency is exploring the possibility of establishing one or more impound/storage yards at Authority locations. Should this occur, the impound portions of this agreement will be terminated, although towing to other impound facilities as directed by the Port Authority, may be continued. The Agency will provide the Contractor with at least 30 days written notice of cancellation of the impound portions of the contract. In the event that the impound storage facility is terminated from this Contract, all applicable towing fees shall be the obligation of the Port Authority. However, the Contractor

shall have the obligation to provide to the Port Authority documentation of said fees and services.

8. GENERAL

- A) The Contractor shall provide the owner/customer with a Rate Sheet listing all towing and storage rates as quoted herein. All contractors must accept cash, Visa, MasterCard, AmericanExpress, debit cards and certified checks 24-hours-a-day.
- B) All toll charges shall be incorporated into the prices quoted for each facility by the Contractor. Toll charges shall be the responsibility of the Contractor and neither the Authority nor the customer shall be charged separately.
- C) The Contractor shall comply with all Federal, State and local requirements governing the operation of a commercial vehicle. The contractor shall employ in the conduct of providing the services required by this contract only persons who have in their possession a valid Commercial Vehicle Driver's License appropriate for the task being performed and as required by applicable Law.
- D) The Contractor shall comply with all interstate permit requirements. Compliance will be the contractor's responsibility.
- E) Successful Proposer shall provide towing and storage services 7-days-a-week, 24-hours-a-day, including all holidays.
- F) The Contractor and employees of the Contractor and their immediate families (children, siblings, grandparents, stepchildren, and any other relative residing in the same household) shall not be permitted to bid on any vehicle disposed of under this contract.

9. EXPERIENCE OF PROPOSERS/PERSONNEL DOCUMENTATION

In addition to the standards set forth above, the Port Authority requires compliance with the following requirements:

- A) Contractor must employ a full-time Manager or Crew Leader with no less than five (5) years experience in extra heavy duty recovery operations. The full-time Manager or Crew Leader must be available at all times for response to incidents.
- B) Wrecker, crane, tow truck and recovery equipment operators (both full and part-time employees) must possess a valid commercial driver's license free of restrictions, with endorsements as required by State and Federal laws. The proposer shall, at the time of the proposal, submit to the Port Authority names, addresses, and driver license numbers of all proposed drivers and employees who will be rendering services on behalf of the proposer.

- List the number of years of experience. New Jersey and/or New York or interstate roads;
- Submit names of all proposed drivers for extra heavy duty equipment and their years of experience on New Jersey and/or New York or interstate roads;
- List five (5) most recent heavy duty recovery incidents - include date, location, type of accident/vehicle involved, truck/bus company name and address and total charges; provide a copy of police report if available;
- Submit names, addresses and phone numbers of contact person of the agencies or organizations which requested extra heavy duty recovery;
- Submit copies of bills for the incidents; and pertaining to this type of service.
- Submit letters of references

10. ADDITIONAL PERSONNEL REQUIREMENTS

A) Personnel

The Contractor (and any subcontractor) shall furnish competent and adequately trained personnel to perform the work required hereunder. If, in the opinion of the facility manager, any employee so assigned is performing his/her functions unsatisfactorily, the Contractor shall replace him/her within twenty-four (24) hours following the Contractor's receipt of the facility manager's request for such replacement.

All Contractor's employees performing work required hereunder shall have the ability to communicate in the English language to the extent necessary to comprehend directions given by either the Contractor's supervisory staff or by the facility manager's staff.

The successful Contractor shall submit to the Authority the names and home addresses of employees who will perform work under this contract. No employee will be permitted to work under this contract without approval of the Authority.

Identification badges shall be worn in a conspicuous and clearly visible position by all employees of the Contractor whenever engaged in work under this contract.

The Contractor and its employees will not discriminate against any patron because of age, race, creed, color, national origin, ancestry, marital status, affectional/sexual orientation, or upon any other basis contrary to law, as well as time of day or day of week.

B) Personnel Uniforms and Badges

The Contractor shall provide for their personnel all necessary distinctive uniforms and identification badges or woven identification insignia of a type and style which shall be subject to the prior and continuing approval of thier facility manager, and the Contractor's employees shall wear these uniforms and identification badges or insignia at all times when performing the operations hereunder.

Employees without proper identification shall not be permitted to work. The Contractor's personnel must wear the uniforms at all times while working at the facility. The Contractor shall be responsible for to ensure that its employees are wearing proper shoes for the task being performed. The facility manager shall have the right to require removal of any employee who fails to wear the proper uniform and shoes and the exercise of this right shall not limit the obligations of the Contractor to perform the work.

C) Transportation for Contractor's Employees

All Contractor's vehicle operated at the facilities in connection with this contract shall be clearly labled on both sides of the vehicle with the Contractor's name and address in contrasting lettering having a minimum dimension of 2" high with ½ ' thick lines. The Authority will not furnish any free facility use passes for the Contractor. In the performance of work associated with this contract only, the Contractor may park in the facility parking lot and only in marked spaces, if space is available.

11. ETHICS AND CONDUCT OF CONTRACTOR

Because of the vulnerability of Authority patrons in need of professional towing services and assistance at Authority facilities, and their reliance on the Authority to provide quick and reliable service, the Contractor agrees to conduct operations under this contract in a courteous, orderly, ethical and businesslike manner. As this contract is very sensitive in nature and requires the Contractor and its personnel to deal with PANYNJ customers/the public on a daily basis, Contractors are required to extend common courtesies such as:

- Release of the vehicle in accordance with the terms of this contract.
- Assist the vehicle owner in retrieving documents from the vehicle to establish ownership.
- Allow the owner to remove license plates and any unattached personal possessions.
- Explain fully and politely the reason for the tow and all charges levied.

If a dispute occurs, Contractor shall attempt to resolve the dispute promptly and politely. If it cannot be resolved satisfactorily, the dispute shall be reported to the Port Authority no later than the next business day.

Attachment C

STANDARD CONTRACT TERMS AND CONDITIONS

STANDARD CONTRACT TERMS AND CONDITIONS

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STANDARD CONTRACT TERMS AND CONDITIONS

PART I GENERAL DEFINITIONS

To avoid undue repetition, the following terms, as used in this Agreement, shall be construed as follows:

Authority or Port Authority - shall mean the Port Authority of New York and New Jersey.

Contract, Document or Agreement - shall mean the writings setting forth the scope, terms, conditions and Specifications for the procurement of Goods and/or Services, as defined hereunder and shall include, but not be limited to: Invitation for Bid (IFB), Request for Quotation (RFQ), Request for Proposal (RFP), Purchase Order (PO), Cover Sheet, executed Signature Sheet, AND PRICING SHEETS with Contract prices inserted, "STANDARD CONTRACT TERMS AND CONDITIONS," and, if included, attachments, endorsements, schedules, exhibits, or drawings, the Authority's acceptance and any written addenda issued over the name of the Authority's Manager, Purchasing Services Division.

Days or Calendar Days - shall mean consecutive calendar days, Saturdays, Sundays, and holidays, included.

Week - unless otherwise specified, shall mean seven (7) consecutive calendar days, Saturdays, Sundays, and holidays.

Month - unless otherwise specified, shall mean a calendar month.

Director - shall mean the Director of the Department which operates the facility of the Port Authority at which the services hereunder are to be performed, for the time being, or his/her successor in duties for the purpose of this Contract, acting personally or through one of his/her authorized representatives for the purpose of this Contract.

Manager - shall mean the Manager of the Facility for the time being or his successor in duties for the purpose of this Contract, acting personally or through his duly authorized representative for the purpose of this Contract.

No person shall be deemed a representative of the Director or Manager except to the extent specifically authorized in an express written notice to the Contractor signed by the Director or Manager, as the case may be. Further, no person shall be deemed a successor in duties of the Director unless the Contractor is so notified in writing signed by the Authority's Manager, Purchasing Services Division. No person shall be deemed a successor in duties of the Manager unless the Contractor is so notified in a writing signed by the Director.

Minority Business Enterprise (MBE) - shall mean a business entity which is at least 51% owned and controlled by one or more members of one or more minority groups, or, in the case of a publicly held corporation, at least 51% of the stock of which is owned by one or more minority groups, and whose management and daily business operations are controlled by one or more such individuals who are citizens or permanent resident aliens.

"Minority Group" means any of the following racial or ethnic groups:

- (a) Black persons having origins in any of the Black African racial groups not of Hispanic origin;
- (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American culture or origin, regardless of race;
- (c) Asian and Pacific Islander persons having origins in any of the original peoples of the Far East, Southeast Asia, The Indian Subcontinent, or the Pacific Islands;

- (d) Native American or Alaskan native persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification.

Site of the Work - or words of similar import shall mean the Facility and all buildings and properties associated therewith as described in this Contract.

Small Business Enterprise (SBE) - The criteria for a Small Business Enterprise are:

- o The principal place of business must be located in New York or New Jersey;
- o The firm must have been in business for at least three years with activity;
- o Average gross income limitations by industry as established by the Port Authority.

Subcontractor - shall mean anyone who performs work (other than or in addition to the furnishing of materials, plant or equipment) in connection with the services to be provided hereunder, directly or indirectly for or on behalf of the Contractor (and whether or not in privity of contract with the Contractor), but shall not include any person who furnished merely his own personal labor or his own personal services. "Subcontractor", however, shall exclude the Contractor or any subsidiary or parent of the Contractor or any person, firm or corporation which has a substantial interest in the Contractor or in which the Contractor or the parent or the subsidiary of the Contractor, or an officer or principal of the Contractor or of the parent of the subsidiary of the Contractor has a substantial interest, provided, however, that for the purpose of the clause hereof entitled "Assignments and Subcontracts" the exclusion in this paragraph shall not apply to anyone but the Contractor itself.

Women-Owned Business Enterprise (WBE) - shall mean a business enterprise which is at least 51% owned by one or more women, or, in the case of a publicly held corporation, at least 51% of the stock of which is owned by one or more women and whose management and daily business operations are controlled by one or more women who are citizens or permanent or resident aliens.

Work - shall mean all services, equipment and materials (including materials and equipment, if any, furnished by the Authority) and other facilities and all other things necessary or proper for, or incidental to the services to be performed or goods to be furnished in connection with the service to be provided hereunder.

PART II GENERAL PROVISIONS

1. Facility Rules and Regulations of The Port Authority

- a. The Contractor shall observe and obey (and compel its officers, employees, guests, invitees, and those doing business with it, to observe and obey) the facility Rules and Regulations of the Port Authority now in effect, and such further reasonable Rules and Regulations which may from time to time during the term of this Agreement be promulgated by the Port Authority for reasons of safety, health, preservation of property or maintenance of a good and orderly appearance and efficient operation of the Facility. The Port Authority agrees that, except in case of emergency, it shall give notice to the Contractor of every Rule and Regulation hereafter adopted by it at least five days before the Contractor shall be required to comply therewith.
- b. A copy of the facility Rules and Regulations of the Port Authority shall be available for review by the Contractor at the Office of the Secretary of the Port Authority.

2. Contractor Not An Agent

This Agreement does not constitute the Contractor the agent or representative of the Port Authority for any

purpose whatsoever except as may be specifically provided in this Agreement. It is hereby specifically acknowledged and understood that the Contractor, in performing its services hereunder, is and shall be at all times an independent Contractor and the officers, agents and employees of the Contractor shall not be or be deemed to be agents, servants or employees of the Port Authority.

3. Contractor's Warranties

The Contractor represents and warrants:

- a. That it is financially solvent, that it is experienced in and competent to perform the requirements of this Contract, that the facts stated or shown in any papers submitted or referred to in connection with the solicitation are true, and, if the Contractor be a corporation, that it is authorized to perform this Contract;
- b. That it has carefully examined and analyzed the provisions and requirements of this Contract, and that from its own investigations it has satisfied itself as to the nature of all things needed for the performance of this Contract, the general and local conditions and all other matters which in any way affect this Contract or its performance, and that the time available to it for such examination, analysis, inspection and investigation was adequate;
- c. That the Contract is feasible of performance in accordance with all its provisions and requirements and that it can and will perform it in strict accordance with such provisions and requirements;
- d. That no Commissioner, officer, agent or employee of the Port Authority is personally interested directly or indirectly in this Contract or the compensation to be paid hereunder;
- e. That, except only for those representations, statements or promises expressly contained in this Contract, no representation, statement or promise, oral or in writing, of any kind whatsoever by the Port Authority, its Commissioners, officers, agents, employees or consultants has induced the Contractor to enter into this Contract or has been relied upon by the Contractor, including any with reference to: (1) the meaning, correctness, suitability, or completeness of any provisions or requirements of this Contract; (2) the nature, quantity, quality or size of the materials, equipment, labor and other facilities needed for the performance of this Contract; (3) the general or local conditions which may in any way affect this Contract or its performance; (4) the price of the Contract; or (5) any other matters, whether similar to or different from those referred to in (1) through (4) immediately above, affecting or having any connection with this Contract, the bidding thereon, any discussions thereof, the performance thereof or those employed therein or connected or concerned therewith.

Moreover, the Contractor accepts the conditions at the Site of the Work as they may eventually be found to exist and warrants and represents that it can and will perform the Contract under such conditions and that all materials, equipment, labor and other facilities required because of any unforeseen conditions (physical or otherwise) shall be wholly at its own cost and expense, anything in this Contract to the contrary notwithstanding.

Nothing in the Specifications or any other part of the Contract is intended as or shall constitute a representation by the Port Authority as to the feasibility of performance of this Contract or any part thereof.

The Contractor further represents and warrants that it was given ample opportunity and time and by means of this paragraph was requested by the Port Authority to review thoroughly all documents forming this Contract prior to opening of Bids on this Contract in order that it might request inclusion in this Contract of any statement, representation, promise or provision which it desired or on which it wished to place reliance; that it did so review said documents, that either every such statement, representation, promise or provision has been included in this Contract or else, if omitted, that it expressly relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Contract without claiming reliance thereon or making any other claim on account of such omission.

The Contractor further recognizes that the provisions of this numbered clause (though not only such provisions) are essential to the Port Authority's consent to enter into this Contract and that without such provisions, the Authority would not have entered into this Contract.

4. Personal Non-Liability

Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Contractor with any liability, or held personally liable to the Contractor under any term or provision of this Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach, thereof.

5. Equal Employment Opportunity, Affirmative Action, Non-Discrimination

- a. The Contractor is advised to ascertain and comply with all applicable federal, State and local statutes, ordinances, rules and regulations and, federal Executive Orders, pertaining to equal employment opportunity, affirmative action, and non-discrimination in employment.
- b. Without limiting the generality of any other term or provision of this Contract, in the event of the Contractor's non-compliance with the equal opportunity and non-discrimination clause of this Contract, or with any of such statutes, ordinances, rules, regulations or Orders, this Contract may be cancelled, terminated or suspended in whole or in part.

6. Rights and Remedies of the Port Authority

The Port Authority shall have the following rights in the event the Contractor is deemed guilty of a breach of any term whatsoever of this Contract:

- a. The right to take over and complete the Work or any part thereof as agent for and at the expense of the Contractor, either directly or through others.
- b. The right to cancel this Contract as to any or all of the Work yet to be performed.
- c. The right to specific performance, an injunction or any appropriate equitable remedy.
- d. The right to money damages.

For the purpose of this Contract, breach shall include but not be limited to the following, whether or not the time has yet arrived for performance of an obligation under this Contract: a statement by the Contractor to any representative of the Port Authority indicating that the Contractor cannot or will not perform any one or more of its obligations under this Contract; any act or omission of the Contractor or any other occurrence which makes it improbable at the time that it will be able to perform any one or more of its obligations under this Contract; any suspension of or failure to proceed with any part of the Work by the Contractor which makes it improbable at the time that it will be able to perform any one or more of its obligations under this Contract.

The enumeration in this numbered clause or elsewhere in this Contract of specific rights and remedies of the Port Authority shall not be deemed to limit any other rights or remedies which the Authority would have in the absence of such enumeration; and no exercise by the Authority of any right or remedy shall operate as a waiver of any other of its rights or remedies not inconsistent therewith or to stop it from exercising such other rights or remedies.

7. Rights and Remedies of the Contractor

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract which may be committed by the Port Authority, the Contractor expressly agrees that no default, act or omission of the Port Authority shall constitute a material breach of this Contract, entitling the Contractor to cancel or rescind this Contract or to suspend or abandon performance.

8. Submission To Jurisdiction

The Contractor hereby irrevocably submits itself to the jurisdiction of the Courts of the State of New York and New Jersey, in regard to any controversy arising out of, connected with, or in any way concerning this Contract.

The Contractor agrees that the service of process on the Contractor in relation to such jurisdiction may be

made, at the option of the Port Authority, either by registered or certified mail addressed to it at the address of the Contractor indicated on the signature sheet, or by actual personal delivery to the Contractor, if the Contractor is an individual, to any partner if the Contractor be a partnership or to any officer, director or managing or general agent if the Contractor be a corporation.

Such service shall be deemed to be sufficient when jurisdiction would not lie because of the lack of basis to serve process in the manner otherwise provided by law. In any case, however, process may be served as stated above whether or not it might otherwise have been served in a different manner.

9. Harmony

- a. The Contractor shall not employ any persons or use any labor, or use or have any equipment, or permit any condition to exist which shall or may cause or be conducive to any labor complaints, troubles, disputes or controversies at the Facility which interfere or are likely to interfere with the operation of the Port Authority or with the operations of lessees, licensees or other users of the Facility or with the operations of the Contractor under this Contract.

The Contractor shall immediately give notice to the Port Authority (to be followed by written notices and reports) of any and all impending or existing labor complaints, troubles, disputes or controversies and the progress thereof. The Contractor shall use its best efforts to resolve any such complaint, trouble, dispute or controversy. If any type of strike, boycott, picketing, work stoppage, slowdown or other labor activity is directed against the Contractor at the Facility or against any operations of the Contractor under this Contract, whether or not caused by the employees of the Contractor, and if any of the foregoing, in the opinion of the Port Authority, results or is likely to result in any curtailment or diminution of the services to be performed hereunder or to interfere with or affect the operations of the Port Authority, or to interfere with or affect the operations of lessees, licensees, or other users of the Facility or in the event of any other cessation or stoppage of operations by the Contractor hereunder for any reason whatsoever, the Port Authority shall have the right at any time during the continuance thereof to suspend the operations of the Contractor under this Contract, and during the period of the suspension the Contractor shall not perform its services hereunder and the Port Authority shall have the right during said period to itself or by any third person or persons selected by it to perform said services of the Contractor using the equipment which is used by the Contractor in its operations hereunder as the Port Authority deems necessary and without cost to the Port Authority. During such time of suspension, the Contractor shall not be entitled to any compensation. Any flat fees, including management fees, shall be prorated. Prior to the exercise of such right by the Port Authority, it shall give the Contractor notice thereof, which notice may be oral. No exercise by the Port Authority of the rights granted to it in the above subparagraph shall be or be deemed to be a waiver of any rights of termination or revocation contained in this Contract or a waiver of any rights or remedies which may be available to the Port Authority under this Contract or otherwise.

- b. During the time that the Contractor is performing the contract, other persons may be engaged in other operations on or about the worksite including Facility operations, pedestrian, bus and vehicular traffic and other Contractors performing at the worksite, all of which shall remain uninterrupted.

The Contractor shall so plan and conduct its operations as to work in harmony with others engaged at the site and not to delay, endanger or interfere with the operation of others (whether or not specifically mentioned above), all to the best interests of the Port Authority and the public as may be directed by the Port Authority.

10. Claims of Third Persons

The Contractor undertakes to pay all claims lawfully made against it by subcontractors, suppliers and workers, and all claims lawfully made against it by other third persons arising out of or in connection with

or because of the performance of this Contract and to cause all subcontractors to pay all such claims lawfully made against them.

11. No Third Party Rights

Nothing contained in this Contract is intended for the benefit of third persons, except to the extent that the Contract specifically provides otherwise by use of the words "benefit" or "direct right of action."

12. Provisions of Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included therein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

13. Costs Assumed By The Contractor

It is expressly understood and agreed that all costs of the Contractor of whatever kind or nature and whether imposed directly upon the Contractor under the terms and provisions hereof or in any other manner whatsoever because of the requirements of the operation of the service or otherwise under this Agreement shall be borne by the Contractor or without compensation or reimbursement from the Port Authority, except as specifically set forth in this Agreement. The entire and complete cost and expense of the Contractor's services and operations hereunder shall be borne solely by the Contractor and under no circumstances shall the Port Authority be liable to any third party (including the Contractor's employees) for any such costs and expenses incurred by the Contractor and under no circumstances shall the Port Authority be liable to the Contractor for the same, except as specifically set forth in this Section.

14. Default, Revocation or Suspension of Contract

a. If one or more of the following events shall occur:

1. If fire or other cause shall destroy all or a substantial part of the Facility.
2. If any governmental agency shall condemn or take a temporary or permanent interest in all or a substantial part of the Facility, or all of a part of the Port Authority's interest herein;

then upon the occurrence of such event or at any time thereafter during the continuance thereof, the Port Authority shall have the right on twenty-four (24) hours written notice to the Contractor to revoke this Contract, such revocation to be effective upon the date and time specified in such notice.

In such event this Contract shall cease and expire on the effective date of revocation as if said date were the date of the expiration of this Contract. Such revocation shall not, however, relieve the Contractor of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation.

b. If one or more of the following events shall occur:

1. The Contractor shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement or its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any other law or statute of the United States or of any State thereof, or consent to the appointment of a receiver, trustee, or liquidator of all or substantially all its property; or
2. By order or decree of a court the Contractor shall be adjudged bankrupt or an order shall be made approving a petition filed by any of the creditors, or, if the Contractor is a corporation,

by any of the stockholders of the Contractor, seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any law or statute of the United States or of any State thereof; or

3. A petition under any part of the federal bankruptcy laws or an action under any present or future insolvency law or statute shall be filed against the Contractor and shall not be dismissed within thirty (30) days after the filing thereof; or
4. The interest of the Contractor under this Contract shall be transferred to, passed to or devolve upon, by operation of law or otherwise, any other person, firm or corporation, or
5. The Contractor, if a corporation, shall, without the prior written approval of the Port Authority, become a surviving or merged corporation in a merger, a constituent corporation in a consolidation, or a corporation in dissolution; or
6. If the Contractor is a partnership, and the said partnership shall be dissolved as the result of any act or omission of its copartners or any of them, or by operation of law or the order or decree of any court having jurisdiction, or for any other reason whatsoever; or
7. By or pursuant to, or under authority of any legislative act, resolution or rule, or any order or decree of any court or governmental board, agency or officer having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the property of the Contractor and such possession or control of all or substantially all of the property of the Contractor and shall continue in effect for a period of fifteen (15) days;

then upon the occurrence of any such event or at any time thereafter during the continuance thereof, the Port Authority shall have the right upon five (5) days notice to the Contractor to terminate this Contract and the rights of the Contractor hereunder; termination to be effective upon the date and time specified in such notice as if said date were the date of the expiration of this Contract. Termination shall not relieve the Contractor of any liabilities or obligations hereunder which have accrued on or prior to the effective date of termination.

c. If any of the following shall occur:

1. The Contractor shall cease, abandon any part of the service, desert, stop or discontinue its services in the premises for any reason whatsoever and regardless of the fault of the Contractor; or
2. The Contractor shall fail to keep, perform and observe each and every other promise, covenant and agreement set forth in this Contract on its part to be kept, performed or observed, within five (5) days after receipt of notice of default thereunder from the Port Authority (except where fulfillment of its obligations requires activity over a greater period of time, and the Contractor shall have commenced to perform whatever may be required for fulfillment within five (5) days after receipt of notice and continues such performance without interruption except for causes beyond its control);

then upon the occurrence of any such event or during the continuance thereof, the Port Authority shall have the right on twenty four (24) hours notice to the Contractor to terminate this Contract and the rights of the Contractor hereunder, termination to be effective upon the date and time specified in such notice. Termination shall not relieve the Contractor of any liabilities which shall have accrued on or prior to the effective date of termination.

d. If any of the events enumerated in this Section shall occur prior to commencement date of this Contract the Port Authority upon the occurrence of any such event or any time thereafter during the continuance thereof by twenty-four (24) hours notice may terminate or suspend this Contract and the rights of the Contractor hereunder, such termination or suspension to be effective upon the date specified in such notice.

- e. No payment by the Port Authority of any monies to the Contractor for any period or periods after default of any of the terms, covenants or conditions hereof to be performed, kept and observed by the Contractor and no act or thing done or omitted to be done by the Port Authority shall be deemed to be a waiver of the right of the Port Authority to terminate this Contract or of any other right or remedies to which the Port Authority may be entitled because of any breach thereof. No waiver by the Port Authority of any default on the part of the Contractor in the performance of any of the terms, covenants and conditions hereof to be performed, kept or observed by the Contractor shall be or be construed to be a waiver by the Port Authority of any other subsequent default in the performance of any of the said terms, covenants and conditions.
- f. In addition to all other rights of revocation or termination hereunder and notwithstanding any other provision of this Contract the Port Authority may terminate this Contract and the rights of the Contractor hereunder without cause at any time upon five (5) days written notice to the Contractor and in such event this Contract shall cease and expire on the date set forth in the notice of termination as fully and completely as though such dates were the original expiration date hereof and if such effective date of termination is other than the last day of the month, the amount of the compensation due to the Contractor from the Port Authority shall be prorated when applicable on a daily basis. Such cancellation shall be without prejudice to the rights and obligations of the parties arising out of portions already performed but no allowance shall be made for anticipated profits.
- g. Any right of termination contained in this paragraph, shall be in addition to and not in lieu of any and all rights and remedies that the Port Authority shall have at law or in equity consequent upon the Contractor's breach of this Contract and shall be without prejudice to any and all such other rights and remedies. It is hereby specifically agreed and understood that the exercise by the Port Authority of any right of termination set forth in this paragraph shall not be or be deemed to be an exercise by the Port Authority of an election of remedies so as to preclude the Port Authority from any right to money damages it may have for the period prior to the effective date of termination to the original expiration date of the Contract, and this provision shall be deemed to survive the termination of this Contract as aforesaid.
- h. If (1) the Contractor fails to perform any of its obligations under this Contract or any other agreement between the Port Authority and the Contractor (including its obligation to the Port Authority to pay any claim lawfully made against it by any supplier, subcontractor or worker or other person which arises out of or in connection with the performance of this Contract or any other agreement with the Port Authority) or (2) any claim (just or unjust) which arises out of or in connection with this Contract or any other agreement between the Port Authority and the Contractor is made against the Port Authority or (3) any subcontractor under this Contract or any other agreement between the Port Authority and the Contractor fails to pay any claims lawfully made against it by any supplier, subcontractor, worker or other third person which arises out of or in connection with this Contract or any other agreement between the Port Authority and the Contractor or if in the opinion of the Port Authority any of the aforesaid contingencies is likely to arise, then the Port Authority shall have the right, in its discretion, to withhold out of any payment (final or otherwise) such sums as the Port Authority may deem ample to protect it against delay or loss or to assure the payment of just claims of third persons, and to apply such sums in such manner as the Port Authority may deem proper to secure such protection or satisfy such claims. All sums so applied shall be deducted from the Contractor's compensation. Omission by the Port Authority to withhold out of any payment, final or otherwise, a sum for any of the above contingencies, even though such contingency has occurred at the time of such payment, shall not be deemed to indicate that the Port Authority does not intend to exercise its right with respect to such contingency. Neither the above provisions for rights of the Port Authority to withhold and apply monies nor any exercise or attempted exercise of, or omission to exercise, such rights by the Port Authority shall create any obligation of any kind to such supplier, subcontractors, worker or other third persons. If, however, the payment of any amount due the Contractor shall be improperly delayed, the Port

Authority shall pay the Contractor interest thereon at the rate of 6% per annum for the period of the delay, it being agreed that such interest shall be in lieu of and in liquidation of any damages to the Contractor because of such delay.

- i. If the Port Authority has paid any sum or has incurred any obligation or expense which the Contractor has agreed to pay or reimburse the Port Authority, or if the Port Authority is required or elects to pay any sum or sums or incurs any obligations or expense by reason of the failure, neglect or refusal of the Contractor to perform or fulfill any one or more of the conditions, covenants, or agreements contained in this Contract, or as a result of an act of omission of the Contractor contrary to the said conditions, covenants and agreements, the Contractor shall pay to the Port Authority the sum or sums so paid or expense so incurred, including all interests, costs and damages, promptly upon the receipt of the Port Authority's statement therefore. The Port Authority may, however, in its discretion, elect to deduct said sum or sums from any payment payable by it to the Contractor.
- j. If the Port Authority pays any installment to the Contractor without reducing said installment as provided in this Contract, it may reduce any succeeding installment by the proper amount, or it may bill the Contractor for the amount by which the installment paid should have been reduced and the Contractor shall pay to the Port Authority any such amount promptly upon receipt of the Port Authority's statement therefore.
- k. The Port Authority shall also have the rights set forth above in the event the Contractor shall become insolvent or bankrupt or if his affairs are placed in the hands of a receiver, trustee or assignee for the benefit of creditors.

15. Sales or Compensating Use Taxes

Sales to the Port Authority are currently exempt from New York and New Jersey State and local sales and compensating use taxes and generally from federal taxation. The Contractor certifies that there are no such taxes included in the prices for this Contract. The Contractor shall retain a copy of this Contract to substantiate the exempt sale.

The compensation set forth in this Agreement is the complete compensation to the Contractor, and the Port Authority will not separately reimburse the Contractor for any taxes unless specifically set forth in this Agreement.

16. No Estoppel or Waiver

The Port Authority shall not be precluded or estopped by any payment, final or otherwise, issued or made under this Contract, from showing at any time the true amount and character of the services performed, or from showing that any such payment is incorrect or was improperly issued or made; and the Port Authority shall not be precluded or estopped, notwithstanding any such payment, from recovering from the Contractor any damages which it may sustain by reason of any failure on its part to comply strictly with this Contract, and any moneys which may be paid to it or for its account in excess of those to which it is lawfully entitled.

No cancellation, rescission or annulment hereof, in whole or as to any part of the services to be provided hereunder, or because of any breach hereof, shall be deemed a waiver of any money damages to which the Port Authority may be entitled because of such breach. Moreover, no waiver by the Authority of any breach of this Contract shall be deemed to be a waiver of any other or any subsequent breach.

17. Records and Reports

The Contractor shall set up, keep and maintain (and shall cause its subcontractors to set up, keep and maintain) in accordance with generally accepted accounting practice during the term of this Agreement and any extensions thereof and for three years after the expiration, termination or revocation thereof, records, payroll records and books of account (including, but not limited to, records of original entry and daily

forms, payroll runs, cancelled checks, time records, union agreements, contracts with health, pension and other third party benefit providers) recording all transactions of the Contractor (and its subcontractors), at, through or in any way connected with or related to the operations of the Contractor (and its subcontractors) hereunder, including but not limited to all matters relating to the charges payable to the Contractor hereunder, all wages and supplemental benefits paid or provided to or for its employees (and its subcontractors' employees) and such additional information as the Port Authority may from time to time and at any time require, and also including, if appropriate, recording the actual number of hours of service provided under the Contract, and keeping separate records thereof which records and books of account shall be kept at all times within the Port District. The Contractor shall permit (and cause its subcontractors to permit) in ordinary business hours during the term of this Agreement including any extensions thereof and for three years thereafter the examination and audit by the officers, employees and representatives of the Port Authority of such records and books of account and also any records and books of account of any company which is owned or controlled by the Contractor, or which owns or controls the Contractor if said company performs services similar to those performed by the Contractor anywhere in the Port District. However, if within the aforesaid three year period the Port Authority has notified the Contractor in writing of a pending claim by the Port Authority under or in connection with this Contract to which any of the aforesaid records and documents of the Contractor or of its subcontractors relate either directly or indirectly, then the period of such right of access shall be extended to the expiration of six years from the date of final payment with respect to the records and documents involved.

The Contractor (and its subcontractors) shall, at its own expense, install, maintain and use such equipment and devices for recording the labor hours of the service as shall be appropriate to its business and necessary or desirable to keep accurate records of the same and as the general manager or the Facility Manager may from time to time require, and the Contractor (and its subcontractors) shall at all reasonable times allow inspection by the agents and employees of the Port Authority of all such equipment or devices.

- a. The Contractor hereby further agrees to furnish to the Port Authority from time to time such written reports in connection with its operations hereunder as the Port Authority may deem necessary or desirable. The format of all forms, schedules and reports furnished by the Contractor to the Port Authority shall be subject to the continuing approval of the Port Authority.
- b. No provision in this Contract giving the Port Authority a right of access to records and documents is intended to impair or affect any right of access to records and documents which they would have in the absence of such provision. Additional record keeping may be required under other sections of this Contract.

18. General Obligations

- a. Except where expressly required or permitted herein to be oral, all notices, requests, consents and approvals required to be given to or by either party shall be in writing and all such notices, requests, consents and approvals shall be personally delivered to the other party during regular business hours or forwarded to such party by United States certified mail, return receipt requested, addressed to the other party at its address hereinbefore or hereafter provided. Until further notice the Contractor hereby designates the address shown on the bottom of the Contractors Signature Sheet as their address to which such notices, requests, consents, or approvals may be forwarded. All notices, requests, consents, or approvals of the Contractor shall be forwarded to the Manager at the Facility.
- b. The Contractor shall comply with the provisions of all present and future federal, state and municipal laws, rules, regulations, requirements, ordinances, orders and directions which pertain to its operations under this Contract and which affect the Contract or the performance thereof and those engaged therein as if the said Contract were being performed for a private corporation, except where stricter requirements are contained in the Contract in which case the Contract shall control. The Contractor shall procure for itself all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Contractor's operations hereunder which may be

necessary for the Contractor's operations. The Contractor's obligation to comply with governmental requirements are not to be construed as a submission by the Port Authority to the application to itself of such requirements.

- c. The Contractor shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed on its property or operations hereunder or income therefrom, and shall make all applications, reports and returns required in connection therewith.
- d. The Contractor shall, in conducting its operations hereunder, take all necessary precautions to protect the general environment and to prevent environmental pollution, contamination, damage to property and personal injury. In the event the Contractor encounters material reasonably believed to be asbestos, polychlorinated biphenyl (PCB) or any other hazardous material, in conducting its operations hereunder, the Contractor shall immediately stop Work in the area affected and report the condition in writing to the Manager. Work in the affected area shall not thereafter be resumed by the Contractor except upon the issuance of a written order to that effect from the Manager.
- e. The Contractor shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, standard orders and directions of the American Insurance Association, the Insurance Services Office, National Fire Protection Association, and any other body or organization exercising similar functions which may pertain or apply to the Contractor's operations hereunder.

The Contractor shall not do or permit to be done any act which:

- 1. will invalidate or be in conflict with any fire insurance policies covering the Facility or any part thereof or upon the contents of any building thereon; or
 - 2. will increase the rate of any fire insurance, extended coverage or rental insurance on the Facility or any part thereof or upon the contents of any building thereon; or
 - 3. in the opinion of the Port Authority will constitute a hazardous condition, so as to increase the risk normally attendant upon the operations contemplated by this Contract; or
 - 4. may cause or produce in the premises, or upon the Facility any unusual, noxious or objectionable smoke, gases, vapors, odors; or
 - 5. may interfere with the effectiveness or accessibility of the drainage and sewerage system, fire protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located or to be installed or located in or on the Facility; or
 - 6. shall constitute a nuisance in or on the Facility or which may result in the creation, commission or maintenance of a nuisance in or on the Facility.
- f. If by reason of the Contractor's failure to comply with the provisions of this Section and provided the Port Authority has given the Contractor five (5) days written notice of its failure and the Contractor shall not have cured said failure within said five (5) days, any fire insurance, extended coverage or rental insurance rate on the Facility or any part thereof or upon the contents of any building thereon shall at any time be higher than it otherwise would be, then the Contractor shall on demand pay the Port Authority that part of all fire insurance, extended coverage or rental insurance premiums paid or payable by the Port Authority which shall have been charged because of such violations by the Contractor.)
 - g. The Contractor shall conduct its operations hereunder so as not to endanger, unreasonably interfere with, or delay the operations or activities of any tenants or occupants on the premises or the Facility and, moreover, shall use the same degree of care in performance on the premises as would be required by law of the Port Authority and shall conduct operations hereunder in a courteous, efficient and safe manner.
 - h. The Contractor shall provide such equipment and medical facilities as may be necessary to supply first aid service in case of accidents to its personnel who may be injured in the furnishing of service hereunder. The Contractor shall maintain standing arrangements for the removal and hospital treatment of any of its personnel who may be injured.

19. Assignments and Subcontracting

- a. The Contractor shall not sell, transfer, mortgage, pledge, subcontract or assign this Contract or any part thereof or any of the rights granted hereunder or any moneys due or to become due to it hereunder or enter into any contract requiring or permitting the doing of anything hereunder by an independent Contractor, without the prior written approval of the Port Authority, and any such sale, transfer, mortgage, pledge, subcontract, assignment or contract without such prior written approval shall be void as to the Port Authority.
- b. All subcontractors who provide permanent personnel to the Contractor for work under this Contract shall be given written notice to comply with all requirements of the Contract. The Contractor shall be responsible and liable for the performance and acts of each subcontractor.
- c. All persons to whom the Contractor sublets services shall be deemed to be its agents and no subletting or approval thereof shall be deemed to release this Contractor from its obligations under this Contract or to impose any obligations on the Port Authority to such subcontractor or to give the subcontractor any rights against the Port Authority.

20. Indemnification and Risks Assumed By The Contractor

To the extent permitted by law, the Contractor shall indemnify and hold harmless the Port Authority, its Commissioners, officers, representatives and employees from and against all claims and demands, just or unjust, of third persons (including employees, officers, and agents of the Port Authority) arising out of or in any way connected or alleged to arise out of or alleged to be in any way connected with the Contract and all other services and activities of the Contractor under this Contract and for all expenses incurred by it and by them in the defense, settlement or satisfaction thereof, including without limitation thereto, claims and demands for death, for personal injury or for property damage, direct or consequential, whether they arise from the acts or omissions of the Contractor, of the Port Authority, of third persons, or from the acts of God or the public enemy, or otherwise, including claims and demands of any local jurisdiction against the Port Authority in connection with this Contract.

The Contractor assumes the following risks, whether such risks arise from acts or omissions (negligent or not) of the Contractor, the Port Authority or third persons or from any other cause, excepting only risks occasioned solely by affirmative willful acts of the Port Authority done subsequent to the opening of proposals on this Contract, and shall to the extent permitted by law indemnify the Port Authority for all loss or damage incurred in connection with such risks:

- a. The risk of any and all loss or damage to Port Authority property, equipment (including but not limited to automotive and/or mobile equipment), materials and possessions, on or off the premises, the loss or damage of which shall arise out of the Contractor's operations hereunder. The Contractor shall if so directed by the Port Authority, repair, replace or rebuild to the satisfaction of the Port Authority, any and all parts of the premises or the Facility which may be damaged or destroyed by the acts or omissions of the Contractor, its officers, agents, or employees and if the Contractor shall fail so to repair, replace, or rebuild with due diligence the Port Authority may, at its option, perform any of the foregoing work and the Contractor shall pay to the Port Authority the cost thereof.
- b. The risk of any and all loss or damage of the Contractor's property, equipment (including but not limited to automotive and/or mobile equipment) materials and possessions on the Facility.
- c. The risk of claim, whether made against the Contractor or the Port Authority, for any and all loss or damages occurring to any property, equipment (including but not limited to automotive and/or mobile equipment), materials and possessions of the Contractor's agents, employees, materialmen and others performing work hereunder.
- d. The risk of claims for injuries, damage or loss of any kind just or unjust of third persons arising or alleged to arise out of the performance of work hereunder, whether such claims are made against the Contractor or the Port Authority.

If so directed, the Contractor shall at its own expense defend any suit based upon any such claim or demand, even if such suit, claim or demand is groundless, false or fraudulent, and in handling such shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provision of any statutes respecting suits against the Port Authority.

Neither the requirements of the Port Authority under this Contract, nor of the Port Authority of the methods of performance hereunder nor the failure of the Port Authority to call attention to improper or inadequate methods or to require a change in the method of performance hereunder nor the failure of the Port Authority to direct the Contractor to take any particular precaution or other action or to refrain from doing any particular thing shall relieve the Contractor of its liability for injuries to persons or damage to property or environmental impairment arising out of its operations.

21. Approval of Methods

Neither the approval of the Port Authority of the methods of furnishing services hereunder nor the failure of the Port Authority to call attention to improper or inadequate methods or to require a change in the method of furnishing services hereunder, nor the failure of the Port Authority to direct the Contractor to take any particular precautions or to refrain from doing any particular thing shall relieve the Contractor of its liability for injuries to persons or damage to property or environmental impairment arising out of its operations.

22. Safety and Cleanliness

- a. The Contractor shall, in the furnishing of services hereunder, exercise every precaution to prevent injury to person or damage to property or environmental impairment and avoid inconvenience to the occupants of or any visitors to the Facility. The Contractor shall, without limiting the generality hereof, place such personnel, erect such barricades and railings, give such warnings, display such lights, signals or signs, place such cones and exercise precautions as may be necessary, proper or desirable.
- b. The Contractor shall in case of unsafe floor conditions due to construction, wetness, spillage, sickness and all other types of hazardous conditions proceed to rope off the unsafe area and place appropriate warnings signs to prevent accidents from occurring. The Contractor shall clean said area to the satisfaction of the Manager.
- c. The Contractor shall at all times maintain in a clean and orderly condition and appearance any and all facilities provided by the Port Authority for the Contractor's operations, and all fixtures, sink closets, equipment, and other personal property of the Port Authority which are located in said facilities.

23. Accident Reports

The Contractor shall promptly report in writing to the Manager of the Facility and to the Deputy Chief, Litigation Management of the Port Authority all accidents whatsoever arising out of or in connection with its operations hereunder and which result in death or injury to persons or damage to property, setting forth such details thereof as the Port Authority may desire. In addition, if death or serious injury or serious damage is caused, such accidents shall be immediately reported by telephone to the aforesaid representatives of the Port Authority.

24. Trash Removal

The Contractor shall remove daily from the Facility by means provided by the Contractor all garbage, debris and other waste material (solid or liquid) arising out of or in connection with its operations hereunder, and any such garbage, debris and other waste material not immediately removed shall be temporarily stored in a clear and sanitary condition, approved by the Facility Manager and shall be kept covered except when filling

or emptying them. The Contractor shall exercise care in removing such garbage, debris and other waste materials from the Facility. The manner of such storage and removal shall always be subject in all respects to the continual approval of the Port Authority. No equipment or facilities of the Port Authority shall be used in such removal unless with its prior consent in writing. No such garbage, debris or other waste materials shall be or be permitted to be thrown, discharged or disposed into or upon the waters at or bounding the Facility.

25. Lost and Found Property

The Contractor shall instruct its personnel that all items of personal property found by the Contractor's employees at the Site must be turned in to the Port Authority and a receipt will be issued therefor.

26. Property of the Contractor

- a. All property of the Contractor at the Site by virtue of this Contract shall be removed on or before the expiration or sooner termination or revocation of this Contract.
- b. If the Contractor shall fail to remove its property upon the expiration, termination or revocation of this Contract the Port Authority may, at its option, dispose of such property as waste or as agent for the Contractor and at the risk and expense of the Contractor, remove such property to a public warehouse, or may retain the same in its own possession, and in either event after the expiration of thirty (30) days may sell the same in accordance with any method deemed appropriate; the proceeds of any such sale shall be applied first, to the expenses of sale and second, to any sums owed by the Contractor to the Port Authority; any balance remaining shall be paid to the Contractor. Any excess of the total cost of removal, storage and sale and other costs incurred by the Port Authority as a result of such failure of performance by the Contractor over the proceeds of sale shall be paid by the Contractor to the Port Authority upon demand.

27. Modification of Contract

This Contract may not be changed except in writing signed by the Port Authority and the Contractor. The Contractor agrees that no representation or warranties shall be binding upon the Port Authority unless expressed in writing in this Contract.

28. Invalid Clauses

If any provision of this Contract shall be such as to destroy its mutuality or to render it invalid or illegal, then, if it shall not appear to have been so material that without it the Contract would not have been made by the parties, it shall not be deemed to form part thereof but the balance of the Contract shall remain in full force and effect.

29. Approval of Materials, Supplies and Equipment

Only Port Authority approved materials, supplies, and equipment are to be used by the Contractor in performing the Work hereunder. Inclusion of chemical containing materials or supplies on the Port Authority Approved Products List – Environmental Protection Supplies constitutes approval. The list may be revised from time to time and at any time by the Port Authority and it shall be incumbent upon the Contractor to obtain the most current list from the Manager of the Facility.

At anytime during the Solicitation, pre-performance or performance periods, the Contractor may propose the use of an alternate product or products to those on the Approved Products List – Environmental Protection Supplies, which product(s) shall be subject to review and approval by the Port Authority. Any alternate product so approved by the Port Authority may be used by the Contractor in performing the Services hereunder. Until such approval is given, only products on the Approved Products List – Environmental Protection Supplies may be used.

30. Intellectual Property

The right to use all patented materials, appliances, processes of manufacture or types of construction, trade and service marks, copyrights and trade secrets, collectively hereinafter referred to as "Intellectual Property Rights", in the performance of the work, shall be obtained by the Contractor without separate or additional compensation. Where the services under this Agreement require the Contractor to provide materials, equipment or software for the use of the Port Authority or its employees or agents, the Port Authority shall be provided with the Intellectual Property Rights required for such use without further compensation than is provided for under this Agreement.

The Contractor shall indemnify the Port Authority against and save it harmless from all loss and expense incurred as a result of any claims in the nature of Intellectual Property Rights infringement arising out of the Contractor's or Port Authority's use, in accordance with the above immediately preceding paragraph, of any Intellectual Property. The Contractor, if requested, shall conduct all negotiations with respect to and defend such claims. If the Contractor or the Port Authority, its employees or agents be enjoined either temporarily or permanently from the use of any subject matter as to which the Contractor is to indemnify the Port Authority against infringement, then the Port Authority may, without limiting any other rights it may have, require the Contractor to supply temporary or permanent replacement facilities approved by the Manager, and if the Contractor fails to do so the Contractor shall, at its expense, remove all such enjoined facilities and refund the cost thereof to the Port Authority or take such steps as may be necessary to insure compliance by the Contractor and the Port Authority with said injunction, to the satisfaction of the Port Authority.

In addition, the Contractor shall promptly and fully inform the Director in writing of any intellectual property rights disputes, whether existing or potential, of which it has knowledge, relating to any idea, design, method, material, equipment or any other matter related to the subject matter of this Agreement or coming to its attention in connection with this Agreement.

31. Contract Records and Documents – Passwords and Codes

When the performance of the contract services requires the Contractor to produce, compile or maintain records, data, drawings, or documents of any kind, regardless of the media utilized, then all such records, drawings, data and documents which are produced, prepared or compiled in connection with this contract, shall become the property of the Port Authority, and the Port Authority shall have the right to use or permit the use of them and any ideas or methods represented by them for any purpose and at any time without other compensation than that specifically provided herein.

When in the performance of the contract services the Contractor utilizes passwords or codes for any purpose, at any time during or after the performance of such services, upon written request by the Authority, the Contractor shall make available to the designated Authority representative all such passwords and codes.

32. High Security Areas

- a. Services under the Contract may be required in high security areas, as the same may be designated by the Manager from time to time. The Port Authority shall require the observance of certain security

procedures with respect to the high security areas, which may include the escort to, at, and/or from said high security areas by security personnel designated by the Contractor or any subcontractor's personnel required to work therein.

- b. Twenty-four hours prior to the proposed performance of any work in a high security area, the Contractor shall notify the Manager. The Contractor shall conform to the procedures as may be established by the Manager from time to time and at any time for access to high security areas and the escorting of personnel hereunder. Prior to the start of work, the Contractor shall request a description from the Manager of the high security areas which will be in effect on the commencement date. The description of high security areas may be changed from time to time and at any time by the Manager during the term of the Contract.

33. Notification of Security Requirements

The Port Authority operates facilities and systems, at which terrorism or other criminal acts may have a significant impact on life safety and key infrastructures. The Authority reserves the right to impose multiple layers of security requirements on the performance of the Contract work, including on the Contractor, its staff and subcontractors and their staffs depending upon the level of security required, as determined by the Authority. The Contractor shall and shall instruct its subcontractors to cooperate with Authority staff in adopting security requirements. These security requirements may include but may not be limited to the following:

- i. Identity Checks and Background Screening

Contractor/subcontractor identity checks and background screening shall include but shall not be limited to: (1) inspection of not less than two forms of valid/current government issued identification (at least one having an official photograph) to verify staff's name and residence; (2) screening of federal, state, and/or local criminal justice agency information databases and files; (3) screening of any terrorist identification files; (4) multi-year check of personal, employment and /or credit history; (5) access identification to include some form of biometric security methodology such as fingerprint, facial or iris scanning.

The Contractor may be required to have its staff, and any subcontractor's staff, authorize the Authority or its designee to perform background checks. Such authorization shall be in a form acceptable to the Authority. If the Authority directs the Contractor to have identity checks and background screening performed by a particular firm designated by the Authority, the Authority will compensate the Contractor for the cost of such screening pursuant to the Extra Work provisions of the Contract.

- ii. Issuance of Photo Identification cards:

If the Authority requires facility-specific identification cards for the Contractor's and subcontractors' staff, the Authority will supply such identification cards at no cost to the Contractor.

- iii. Access control, inspection, and monitoring by security guards:

The Authority will provide for facility access control, inspection and monitoring by Authority retained security guards. Should the Authority require the Contractor to hire security guards for the purpose of facility access control and inspection in lieu of or in addition to the Authority retained facility security guards, the Contractor will be reimbursed for the cost of such security guards pursuant to the Extra Work provisions of the Contract. However, this provision shall not relieve the Contractor of its responsibility to secure its equipment and work at the facility at its own expense.

The Authority may impose, increase, and/or upgrade security requirements for the Contractor, subcontractors and their staffs during the term of this Contract to address changing security conditions

and/or new governmental regulations.

34. Construction In Progress

The Contractor recognizes that construction may be in progress at the Facility and may continue throughout the term of this Contract. Notwithstanding, the Contractor shall at all times during the term hereof maintain the same standards of performance and cleanliness as prevails in non-affected areas as required by the standards hereunder.

35. Permit-Required Confined Space Work

Prior to commencement of any work, the Contractor shall request and obtain from the Port Authority a description of all spaces at the facility which are permit-required confined spaces requiring issuance of an OSHA permit.

Prior to the commencement of any work in a permit-required confined space at a Port Authority facility requiring issuance of an OSHA permit, the Contractor shall contact the Manager to obtain an Authority Contractor Permit-Required Confined Space Notification form. The notification form must be filled out and submitted prior to commencing permit-required confined space work. All confined space work shall be performed in accordance with all applicable OSHA requirements. The Contractor shall provide its employees with a copy of its own company permit and shall furnish the Port Authority with a copy of the permit upon completion of the work. The Contractor must supply all equipment required for working in a confined space.

36. Signs

Except with the prior written approval of the Port Authority, the Contractor shall not erect, maintain or display any signs or posters or any advertising on or about the Facility.

37. Vending Machines, Food Preparation

The Contractor shall not install, maintain or operate on the Facility, or on any other Port Authority property, any vending machines without the prior written approval of the Port Authority. No foods or beverages shall be prepared or consumed at the Facility by any of the Contractor's employees except in areas as may be specifically designated by the Port Authority for such purpose.

38. Non-Publication

The Contractor shall not issue nor permit to be issued any press release, advertisement, or literature of any kind, which refers to the Port Authority or to the fact that goods have been, are being or will be provided to it and/or that services have been, are being or will be performed for it in connection with this Agreement, unless the vendor first obtains the written approval of the Port Authority. Such approval may be withheld if for any reason the Port Authority believes that the publication of such information would be harmful to the public interest of is in any way undesirable.

39. Time is of the Essence

Time is of the essence in the Contractor's performance of this Contract inasmuch as the Work to be performed will affect the operation of public facilities.

40. Holidays

The following holidays will be observed at the Site:

New Year's Day	Labor Day
Martin Luther King Jr. Day	Columbus Day

Presidents Day	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Day After Thanksgiving
Christmas Day	

This list is subject to periodic revision and the Contractor shall be responsible for obtaining all updated lists from the office of the Manager. If any such holiday falls on a Sunday then the next day shall be considered the holiday and/or if any such holiday falls on a Saturday then the preceding day shall be considered the holiday.

41. Personnel Standards

In addition to any specific personnel requirements that may be required under the clause entitled "Personnel Requirements" in the Specifications, the Contractor (and any Subcontractor) shall furnish competent and adequately trained personnel to perform the Work hereunder. If, in the opinion of the Manager, any employee so assigned is performing their functions unsatisfactorily, they shall be replaced by the Contractor within twenty-four (24) hours following the Contractor's receipt of the Manager's request for such replacement.

All Contractor's employees performing Work hereunder shall have the ability to communicate in the English language to the extent necessary to comprehend directions given by either the Contractor's supervisory staff or by the Manager's staff. Any employee operating a motor vehicle must have a valid driver's license.

42. General Uniform Requirements for Contractor's Personnel

In addition to any specific uniform requirements that may be required by the Specifications, uniforms must be worn at all times during which the Services are being performed hereunder. The Contractor agrees that his/her employees will present a neat, clean and orderly appearance at all times. Uniforms shall include the Contractor's identification badge with picture ID bearing the employee's name. All uniforms, colors, types and styles shall be subject to the prior approval of the Manager. The Contractor will also be responsible for ensuring that its employees are wearing shoes appropriate for the tasks performed. The Manager shall have the right to require removal of any employee who shall fail to wear the proper uniform and shoes, and the exercise of this right shall not limit the obligation of the Contractor to perform the Services or to furnish any required number of employees at a specific location at the Site as specified.

43. Labor, Equipment and Materials Supplied by the Contractor

The Contractor shall, at all times during the performance of this Contract, furnish all necessary labor, supervision, equipment and materials necessary for the prompt and efficient performance of the Work, whether such materials and equipment are actually employed in the furnishing of the Work or whether incidental thereto.

All materials used by the Contractor in furnishing Work hereunder shall be of such quality as to accomplish the purposes of this Contract and the Services to be furnished hereunder in such manner so as not to damage any part of the Site.

The Port Authority by its officers, employees and representatives shall have the right at all times to examine the supplies, materials and equipment used by the Contractor, to observe the operations of the Contractor, its agents, servants and employees and to do any act or thing which the Port Authority may be obligated or have the right to do under this Contract or otherwise.

All equipment, materials and supplies used in the performance of this Contract required hereunder shall be used in accordance with their manufacturer's instructions.

Materials and supplies to be provided by the Contractor hereunder shall comply with OSHA and all

applicable regulations.

44. Contractor's Vehicles - Parking - Licenses

At the discretion of the Manager, the Port Authority may permit the Contractor during the effective period of this Contract to park vehicle(s) used by it in its operations hereunder in such location as may from time to time or at any time be designated by the Manager. The Contractor shall comply with such existing rules, regulations and procedures as are now in force and such reasonable future rules, regulations and procedures as may hereafter be adopted by the Port Authority for the safety and convenience of persons who park automotive vehicles in any parking area at the Site or for the safety and proper persons who park automotive vehicles in any parking area at the Site or for the safety and proper identification of such vehicles, and the Contractor shall also comply with any and all directions pertaining to such parking which may be given from time to time and at any time by the Manager. Any vehicle used by the Contractor hereunder shall be marked or placarded, identifying it as the Contractor's vehicle.

45. Manager's Authority

In the performance of the Work hereunder, the Contractor shall conform to all orders, directions and requirements of the Manager and shall perform the Work hereunder to the satisfaction of the Manager at such times and places, by such methods and in such manner and sequence as he/she may require, and the Contract shall at all stages be subject to his/her inspection. The Manager shall determine the amount, quality, acceptability and fitness of all parts of the Work and shall interpret the Specifications and any orders for Extra Work. The Contractor shall employ no equipment, materials, methods or staff or personnel to which the Manager objects. Upon request, the Manager shall confirm in writing any oral order, direction, requirement or determination.

The Manager shall have the authority to decide all questions in connection with the Services to be performed hereunder. The exercise by the Manager of the powers and authorities vested in him/her by this section shall be binding and final upon the Port Authority and the Contractor.

46. Price Preference

If this solicitation has not been set aside for the purposes of making an award based on bids solicited from Port Authority certified Minority Business, Women Business or Small Business Enterprises as indicated by the bidder pre-requisites in Part II hereof, for awards of contracts, not exceeding \$1,000,000, for:

- (a) Services, a price preference of 5% is available for New York or New Jersey Small Business Enterprises (SBE); or
- (b) Services (excluding Janitorial/Cleaning Services), a price preference of 10% is available for New York or New Jersey Minority or Women Business Enterprises (M/WBE),

certified by the Port Authority by the day before the bid opening.

If the Bidder is a Port Authority certified MBE, WBE or SBE, enter the applicable date(s) certification was obtained in the space provided on the Signature Sheet attached hereto.

47. Good Faith Participation

If specified as applicable to this Contract, the Contractor shall use every good-faith effort to provide for meaningful participation by certified Minority Business Enterprises (MBEs) and certified Women-owned Business Enterprises (WBEs) as defined in the Standard Contract Terms and Conditions, in all purchasing, subcontracting and ancillary service opportunities associated with this Contract, including purchase of equipment, supplies and labor services.

Good Faith efforts to include participation by MBEs/WBEs shall include the following:

- a. Dividing the services and materials to be procured into small portions, where feasible.

- b. Giving reasonable advance notice of specific contracting, subcontracting and purchasing opportunities to such MBEs/WBEs as may be appropriate.
- c. Soliciting services and materials, to be procured, from the Directory of MBEs/WBEs, a copy of which can be obtained by contacting the Office of Business and Job Opportunity at (212) 435-7819 or seeking MBEs/WBEs from other sources.
- d. Insuring that provision is made to provide progress payments to MBEs/WBEs on a timely basis.

PART III CONTRACTOR'S INTEGRITY PROVISIONS

1. Certification of No Investigation (criminal or civil anti-trust), Indictment, Conviction, Debarment, Suspension, Disqualification and Disclosure of Other Information

By bidding on this Contract, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that the Bidder and each parent and/or affiliate of the Bidder has not

- a. been indicted or convicted in any jurisdiction;
- b. been suspended, debarred, found not responsible or otherwise disqualified from entering into any contract with any governmental agency or been denied a government contract for failure to meet standards related to the integrity of the Bidder;
- c. had a contract terminated by any governmental agency for breach of contract or for any cause based in whole or in part on an indictment or conviction;
- d. ever used a name, trade name or abbreviated name, or an Employer Identification Number different from those inserted in the Bid;
- e. had any business or professional license suspended or revoked or, within the five years prior to bid opening, had any sanction imposed in excess of \$50,000 as a result of any judicial or administrative proceeding with respect to any license held or with respect to any violation of a federal, state or local environmental law, rule or regulation;
- f. had any sanction imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust regardless of the dollar amount of the sanctions or the date of their imposition; and
- g. been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

2. Non-Collusive Bidding, and Code of Ethics Certification, Certification of No Solicitation Based On Commission, Percentage, Brokerage, Contingent or Other Fees

By bidding on this Contract, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that

- a. the prices in its bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- b. the prices quoted in its bid have not been and will not be knowingly disclosed directly or indirectly by the Bidder prior to the official opening of such bid to any other bidder or to any competitor;
- c. no attempt has been made and none will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition;
- d. this organization has not made any offers or agreements or taken any other action with respect to any Authority employee or former employee or immediate family member of either which

would constitute a breach of ethical standards under the Code of Ethics dated April 11, 1996 (a copy of which is available upon request to the individual named in the clause hereof entitled "Bidder's Questions"), nor does this organization have any knowledge of any act on the part of an Authority employee or former Authority employee relating either directly or indirectly to this organization which constitutes a breach of the ethical standards set forth in said Code;

- e. no person or selling agency other than a bona fide employee or bona fide established commercial or selling agency maintained by the Bidder for the purpose of securing business, has been employed or retained by the Bidder to solicit or secure this Contract on the understanding that a commission, percentage, brokerage, contingent, or other fee would be paid to such person or selling agency; and
- f. the bidder has not offered, promised or given, demanded or accepted, any undue advantage, directly or indirectly, to or from a public official or employee, political candidate, party or party official, or any private sector employee (including a person who directs or works for a private sector enterprise in any capacity), in order to obtain, retain, or direct business or to secure any other improper advantage in connection with this Contract.
- g. no person or organization has been retained, employed or designated on behalf of the Bidder to impact any Port Authority determination with respect to (i) the solicitation, evaluation or award of this Contract; or (ii) the preparation of specifications or request for submissions in connection with this Contract.

The foregoing certifications shall be deemed to be made by the Bidder as follows:

- * if the Bidder is a corporation, such certification shall be deemed to have been made not only with respect to the Bidder itself, but also with respect to each parent, affiliate, director, and officer of the Bidder, as well as, to the best of the certifier's knowledge and belief, each stockholder of the Bidder with an ownership interest in excess of 10%;
- * if the Bidder is a partnership, such certification shall be deemed to have been made not only with respect to the Bidder itself, but also with respect to each partner.

Moreover, the foregoing certifications, if made by a corporate Bidder, shall be deemed to have been authorized by the Board of Directors of the Bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of such certification as the act and deed of the corporation.

In any case where the Bidder cannot make the foregoing certifications, the Bidder shall so state and shall furnish with the signed bid a signed statement that sets forth in detail the reasons therefor. If the Bidder is uncertain as to whether it can make the foregoing certifications, it shall so indicate in a signed statement furnished with its bid, setting forth in such statement the reasons for its uncertainty. With respect to the foregoing certification in paragraph "2g", if the Bidder cannot make the certification, it shall provide, in writing, with the signed bid: (i) a list of the name(s), address(es), telephone number(s), and place(s) of principal employment of each such individual or organization; and (ii) a statement as to whether such individual or organization has a "financial interest" in this Contract, as described in the Procurement Disclosure policy of the Authority (a copy of which is available upon request to the Director of the Procurement Department of the Authority). Such disclosure is to be updated, as necessary, up to the time of award of this Contract. As a result of such disclosure, The Port Authority shall take appropriate action up to and including a finding of non-responsibility.

Failure to make the required disclosures shall lead to administrative actions up to and including a finding of non-responsibility.

Notwithstanding that the Bidder may be able to make the foregoing certifications at the time the bid is submitted, the Bidder shall immediately notify the Authority in writing during the period of irrevocability of bids on this Contract of any change of circumstances which might under this clause make it unable to make

the foregoing certifications or require disclosure. The foregoing certifications or signed statement shall be deemed to have been made by the Bidder with full knowledge that they would become a part of the records of the Authority and that the Authority will rely on their truth and accuracy in awarding this Contract. In the event that the Authority should determine at any time prior or subsequent to the award of this Contract that the Bidder has falsely certified as to any material item in the foregoing certifications or has willfully or fraudulently furnished a signed statement which is false in any material respect, or has not fully and accurately represented any circumstance with respect to any item in the foregoing certifications required to be disclosed, the Authority may determine that the Bidder is not a responsible Bidder with respect to its bid on the Contract or with respect to future bids on Authority contracts and may exercise such other remedies as are provided to it by the Contract with respect to these matters. In addition, Bidders are advised that knowingly providing a false certification or statement pursuant hereto may be the basis for prosecution for offering a false instrument for filing (see e.g. New York Penal Law, Section 175.30 et seq.). Bidders are also advised that the inability to make such certification will not in and of itself disqualify a Bidder, and that in each instance the Authority will evaluate the reasons therefor provided by the Bidder. Under certain circumstances the Bidder may be required as a condition of Contract award to enter into a Monitoring Agreement under which it will be required to take certain specified actions, including compensating an independent Monitor to be selected by the Port Authority, said Monitor to be charged with, among other things, auditing the actions of the Bidder to determine whether its business practices and relationships indicate a level of integrity sufficient to permit it to continue business with the Port Authority.

3. Bidder Eligibility for Award of Contracts - Determination by an Agency of the State of New York or New Jersey Concerning Eligibility to Receive Public Contracts

Bidders are advised that the Authority has adopted a policy to the effect that in awarding its contracts it will honor any determination by an agency of the State of New York or New Jersey that a Bidder is not eligible to bid on or be awarded public contracts because the Bidder has been determined to have engaged in illegal or dishonest conduct or to have violated prevailing rate of wage legislation.

The policy permits a Bidder whose ineligibility has been so determined by an agency of the State of New York or New Jersey to submit a bid on a Port Authority contract and then to establish that it is eligible to be awarded a contract on which it has bid because (i) the state agency determination relied upon does not apply to the Bidder, or (ii) the state agency determination relied upon was made without affording the Bidder the notice and hearing to which the Bidder was entitled by the requirements of due process of law, or (iii) the state agency determination was clearly erroneous or (iv) the state determination relied upon was not based on a finding of conduct demonstrating a lack of integrity or violation of a prevailing rate of wage law.

The full text of the resolution adopting the policy may be found in the Minutes of the Authority's Board of Commissioners meeting of September 9, 1993.

4. No Gifts, Gratuities, Offers of Employment, Etc.

During the term of this Contract, the Contractor shall not offer, give or agree to give anything of value either to a Port Authority employee, agent, job shopper, consultant, construction manager or other person or firm representing the Port Authority, or to a member of the immediate family (i.e., a spouse, child, parent, brother or sister) of any of the foregoing, in connection with the performance by such employee, agent, job shopper, consultant, construction manager or other person or firm representing the Port Authority of duties involving transactions with the Contractor on behalf of the Port Authority, whether or not such duties are related to this Contract or any other Port Authority contract or matter. Any such conduct shall be deemed a material breach of this Contract.

As used herein "anything of value" shall include but not be limited to any (a) favors, such as meals, entertainment, transportation (other than that contemplated by the Contract or any other Port Authority contract), etc. which might tend to obligate the Port Authority employee to the Contractor, and (b) gift, gratuity, money, goods, equipment, services, lodging, discounts not available to the general public, offers or promises of

employment, loans or the cancellation thereof, preferential treatment or business opportunity. Such term shall not include compensation contemplated by this Contract or any other Port Authority contract. Where used herein, the term "Port Authority" shall be deemed to include all subsidiaries of the Port Authority.

The Contractor shall insure that no gratuities of any kind or nature whatsoever shall be solicited or accepted by it and by its personnel for any reason whatsoever from the passengers, tenants, customers or other persons using the Facility and shall so instruct its personnel.

In addition, during the term of this Contract, the Contractor shall not make an offer of employment or use confidential information in a manner proscribed by the Code of Ethics and Financial Disclosure dated April 11, 1996 (a copy of which is available upon request to the Office of the Secretary of the Port Authority).

The Contractor shall include the provisions of this clause in each subcontract entered into under this Contract.

5. Conflict of Interest

During the term of this Contract, the Contractor shall not participate in any way in the preparation, negotiation or award of any contract (other than a contract for its own services to the Authority) to which it is contemplated the Port Authority may become a party, or participate in any way in the review or resolution of a claim in connection with such a contract if the Contractor has a substantial financial interest in the contractor or potential contractor of the Port Authority or if the Contractor has an arrangement for future employment or for any other business relationship with said contractor or potential contractor, nor shall the Contractor at any time take any other action which might be viewed as or give the appearance of conflict of interest on its part. If the possibility of such an arrangement for future employment or for another business arrangement has been or is the subject of a previous or current discussion, or if the Contractor has reason to believe such an arrangement may be the subject of future discussion, or if the Contractor has any financial interest, substantial or not, in a contractor or potential contractor of the Authority, and the Contractor's participation in the preparation, negotiation or award of any contract with such a contractor or the review or resolution of a claim in connection with such a contract is contemplated or if the Contractor has reason to believe that any other situation exists which might be viewed as or give the appearance of a conflict of interest, the Contractor shall immediately inform the Director in writing of such situation giving the full details thereof. Unless the Contractor receives the specific written approval of the Director, the Contractor shall not take the contemplated action which might be viewed as or give the appearance of a conflict of interest. In the event the Director shall determine that the performance by the Contractor of a portion of its Services under this Agreement is precluded by the provisions of this numbered paragraph, or a portion of the Contractor's said Services is determined by the Director to be no longer appropriate because of such preclusion, then the Director shall have full authority on behalf of both parties to order that such portion of the Contractor's Services not be performed by the Contractor, reserving the right, however, to have the Services performed by others and any lump sum compensation payable hereunder which is applicable to the deleted work shall be equitably adjusted by the parties. The Contractor's execution of this document shall constitute a representation by the Contractor that at the time of such execution the Contractor knows of no circumstances, present or anticipated, which come within the provisions of this paragraph or which might otherwise be viewed as or give the appearance of a conflict of interest on the Contractor's part. The Contractor acknowledges that the Authority may preclude it from involvement in certain disposition/privatization initiatives or transactions that result from the findings of its evaluations hereunder or from participation in any contract which results, directly or indirectly, from the Services provided by the Contractor hereunder.

6. Definitions

As used in this section, the following terms shall mean:

Affiliate - Two or more firms are affiliates if a parent owns more than fifty percent of the voting stock of each of the firms, or a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the firms, or if the firms have a common proprietor or general partner.

Agency or Governmental Agency - Any federal, state, city or other local agency, including departments, offices, public authorities and corporations, boards of education and higher education, public development corporations, local development corporations and others.

Investigation - Any inquiries made by any federal, state or local criminal prosecuting agency and any inquiries concerning civil anti-trust investigations made by any federal, state or local governmental agency. Except for inquiries concerning civil anti-trust investigations, the term does not include inquiries made by any civil government agency concerning compliance with any regulation, the nature of which does not carry criminal penalties, nor does it include any background investigations for employment, or Federal, State, and local inquiries into tax returns.

Officer - Any individual who serves as chief executive officer, chief financial officer, or chief operating officer of the Bidder by whatever titles known.

Parent - An individual, partnership, joint venture or corporation which owns more than 50% of the voting stock of the Bidder.

If the solicitation is a Request for Proposal:

Bid - shall mean Proposal;
Bidder - shall mean Proposer;
Bidding - shall mean submitting a Proposal.

In a Contract resulting from the taking of bids:

Bid - shall mean bid;
Bidder - shall mean Bidder;
Bidding - shall mean executing this Contract.

In a Contract resulting from the taking of Proposals:

Bid - shall mean Proposal;
Bidder - shall mean Proposer;
Bidding - shall mean executing this Contract.

Attachment D

PORT AUTHORITY OF NEW YORK AND NEW JERSEY
MAXIMUM RATES AND SERVICE CHARGES

Rates

Type I: Passenger Vehicle up to 4,500 lbs. (Motorcycles, Cars, SUV's, Mini-vans)

- (1) Preparation, hoist and tow, including first mile or fraction thereof..... \$70.00
- (2) Each additional mile or part thereof..... \$4.00
- (3) Storage:
 - (i) For each of the first three days..... \$15.00
 - (ii) Fourth day and thereafter..... \$17.00
- (4) All tolls required to be paid while towing a vehicle

Type II: Any vehicle with a maximum gross weight between 4,500 lbs. and 10,000 lbs.

- (1) Preparation, hoist and tow, including first mile or fraction thereof..... \$125.00
- (2) Each additional mile or part thereof..... \$5.00
- (3) Storage per 24 hours..... \$35.00
- (4) All tolls required to be paid while towing a vehicle

Type III: Any two-axle truck or bus with a maximum weight between 10,000 lbs. and 26,000 lbs.

- (1) Preparation, hoist and tow, including first mile or fraction thereof..... \$250.00
- (2) Each additional mile or part thereof..... \$10.00
- (3) Use of under-lift..... \$50.00
- (4) Storage per 24 hours..... \$50.00
- (5) All tolls required to be paid while towing a vehicle

Type IV: Any truck, bus or tractor trailer with a maximum gross weight above 26,000 lbs or more than 2 axles.

- (1) Preparation, hoist and tow, including first mile or fraction thereof..... \$300.00
- (2) Each additional mile or part thereof..... \$10.00
- (3) Use of under-lift..... \$100.00
- (4) Storage per 24 hours

- (i) Tractor..... \$50.00
- (ii) Bus or Trailer..... \$75.00

(5) All tolls required to be paid while towing a vehicle

Service Charges (All Vehicles)

- (1) Gasoline delivery, not including cost of gas..... \$25.00
- (2) Removing each flat tire and replacing each with spare tire..... \$25.00
- (3) Battery charge..... \$25.00
- (4) Forklift with driver per hour..... \$225.00

(5) All tolls required to be paid while towing a vehicle

Miscellaneous

- (1) Labor per ¼ hour truck or per person or tow operator only for vehicles over 4,500 lbs. in the following situations (per hour)..... \$50.00

eg, overturned, wedged on guardrails, off-road embankment, jackknifed, wedged under overpass/bridge, or broken/defective axle in which recovery (off-loading or positioning) must be performed prior to actual tow.

(2) Tire Service

- (i) If subcontracting to a tire company is required for on-road service, the tow vehicle must remain on the scene.

\$100.00 per hour for actual work time

- (ii) If subcontracting to a tire company is required for off-roadway service, the tow vehicle is not required to remain on the scene.

One-time charge of \$55.00

- (3) Special equipment such as forklifts, cranes, loading equipment, trailer, tractor, front end loaders and dump trucks will be considered rented equipment. The cost for such equipment will be billed on a daily basis.

- (4) All tolls required to be paid while towing a vehicle

Attachment E

EXHIBITS

Exhibit A - Rate Proposal Sheet

Exhibit B - Mileage Sheet

Exhibit C - Reserved

Exhibit D - Acceptable Modes of Payment Sheet

Exhibit E - Towing/Recovery Key Quality Factors Statement

Exhibit F - Proposer Reference Form

Exhibit G - Towing/Recovery Equipment Inventory

Exhibit A
PORT AUTHORITY OF NEW YORK AND NEW JERSEY -RATE
PROPOSAL SHEET

Name of Proposer: _____

On a separate sheet, the proposer must list and provide rates for all other services not identified below. Proposed rates shall not exceed maximum rates shown.

The proposed rates must be provided to each person/patron using the services at the PANYNJ facilities. The sheet must provide a plainly visible statement so that if the patron was charged in excess of these rates, or wishes to register a complaint regarding pricing or quality of service that they may contact the PANYNJ directly with a name, email, mailing address, and phone number of the individual to contact.

Towing Rates

A. Type I: Passenger Vehicle up to 4,500 lbs. (Motorcycles, Cars, SUV's, Mini-vans)

	<u>Maximum</u>	<u>Proposed</u>
1. Preparation, hoist and tow, including first mile or fraction thereof....	\$70.00	\$ _____
2. Each additional mile or part thereof.....	\$4.00	\$ _____
3. Storage		
(i) For each of the first three days.....	\$15.00	\$ _____
(ii) Fourth day and thereafter.....	\$17.00	\$ _____

B. Type II: Any vehicle with a maximum weight between 4,500 lbs. and 10,000 lbs.

	<u>Maximum</u>	<u>Proposed</u>
1. Preparation, hoist and tow, including first mile or fraction thereof....	\$125.00	\$ _____
2. Each additional mile or part thereof.....	\$5.00	\$ _____
3. Storage (per 24 hours).....	\$35.00	\$ _____

C. Type III: Any two-axle truck or bus with a maximum weight between 10,000 lbs. and 26,000 lbs.

	<u>Maximum</u>	<u>Proposed</u>
1. Preparation, hoist and tow, including first mile or fraction thereof...	\$250.00	\$ _____
2. Each additional mile or part thereof.....	\$10.00	\$ _____
3. Use of under-lift.....	\$50.00	\$ _____
4. Storage (per 24 hours).....	\$50.00	\$ _____

D. Type IV: Any truck, bus or tractor trailer with a maximum weight above 26,000 lbs or more than 2 axles.

	<u>Maximum</u>	<u>Proposed</u>
1. Preparation, hoist and tow, including first mile or fraction thereof....	\$300.00	\$ _____
2. Each additional mile or part thereof.....	\$10.00	\$ _____
3. Use of under-lift.....	\$100.00	\$ _____
4. Storage (per 24 hours)		
(i)		
Tractor.....	\$50.00	\$ _____
(ii) Bus or		
Trailer.....	\$75.00	\$ _____

Service Charges (All Vehicles)

	<u>Maximum</u>	<u>Proposed</u>
1. Gasoline delivery, not including cost of gas	\$25.00	\$ _____
2. Removing each flat tire and replacing each with spare tire	\$25.00	\$ _____

3. Battery charge		\$ _____
.....	\$25.00	
4. Forklift with driver per		\$ _____
hour.....	\$225.00	
5. Tire Service		
(i) On-road (per		\$ _____
hour).....	\$100.00	
(ii) Off-road (one-time		\$ _____
charge).....	\$55.00	

Extended and Complicated Work

	<u>Maximum</u>	<u>Proposed</u>
1. Recovery (overturned, off-road embankment)(per hour, per person)	\$50.00	\$ _____
2. Cargo recovery.....	N/A	\$ _____
3. Tractor service (per hour).....	\$250.00	\$ _____
4. Tractor trailer service (per hour).....	\$250.00	\$ _____
5. Cargo transfer service.....	N/A	\$ _____
6. Crane service (per hour).....	\$350.00	\$ _____
7. Cleanup (per hour).....	\$50.00	\$ _____

*For the definition of each service, refer to **Specific Definitions** in Attachment B, Part II.

Percentage Fee Due to the Port Authority for Referring the Services Provided for Under this Contract _____%

Exhibit B
MILEAGE SHEET

Name of Proposer: _____

Approximate the distance to each Port Authority Facility.

<u>Port Authority Facility</u>	<u>Impound Facility</u>	<u>Approx Mileage</u>
Holland Tunnel	_____ Miles	_____ Miles
Lincoln Tunnel	_____ Miles	_____ Miles
George Washington Bridge	_____ Miles	_____ Miles

Exhibit D
ACCEPTABLE MODES OF PAYMENT SHEET

Name of Proposer: _____

The proposer agrees to accept the following modes of payment from patrons for work or services performed under the provisions of this RFP:

1. CASH

Accept Do Not Accept

State any restrictions or limitations

2. TRAVELS CHECKS

Accept Do Not Accept

State any restrictions or limitations

3. CHECKS

Accept Do Not Accept

State any restrictions or limitations

4. CREDIT/DEBIT CARDS

Accept Do Not Accept

American Express

Diners

Discover

Master Card

Visa

Other _____

State any restrictions or limitations

5. INSURANCE

Accept Do Not Accept

State any restrictions or limitations

6. EMERGENCY ROAD SERVICES

Accept Do Not Accept

AAA

MCA

Other (Specify) _____

State any restrictions or limitations

Exhibit E
TOWING/RECOVERY KEY QUALITY FACTORS STATEMENT
(1 of 6)

Name of Proposer: _____

Please provide information on your firm's performance in the following areas:

1. Uniformed Drivers: Does your company only dispatch uniformed drivers?

No Yes If "Yes", Describe: _____

Does the uniform include the company name and collared shirts?

No Yes If "Yes", Describe: _____

Are drivers and other responders required to use appropriate safety attire such as steel toed shoes, hard hats or bump caps, gloves, reflective vests, etc.

No Yes If "Yes", Describe: _____

(Please provide photo of drivers in uniform with safety gear)

2. Fleet Appearance:

Is there a regular program for cleaning vehicles?

No Yes If "Yes", Describe: _____

Do all vehicles display company name clearly with phone number.

No Yes If "Yes", Describe: _____

Exhibit E

(2 of 6)

Is there a program for promptly repairing body damage, rust and corrosion?

No Yes If "Yes", Describe: _____

(Please provide photos of fleet vehicles)

3. Vehicle and Equipment Inspection:

Are drivers required to do pre-trip and post trip inspections on their vehicles?

No Yes If "Yes", Describe: _____

(Please provide completed report samples)

Is equipment on trucks inspected regularly and stamped or tagged with rating by the manufacturer.

No Yes If "Yes", Describe: _____

(Please provide photos of tagged chains or slings)

4. DMV reports on all drivers with copies of driver's licenses.

Are motor vehicle reports checked on all drivers prior to hiring?

No Yes If "Yes", Describe: _____

Are all drivers required to have a CDL?

No Yes If "Yes", Describe: _____

Exhibit E
(3 of 6)

Are CDL endorsements required? (Specify)

No Yes If "Yes", Describe: _____

Are medical and endorsement renewals dates tracked and are there a formal process for enforcing currency of medicals and endorsements?

No Yes If "Yes", Describe: _____

5. Background Checks:

Are background checks performed on all tow operators?

No Yes If "Yes", Describe: _____

6. Drug Free Workplace:

Does the proposer have a random drug testing program?

No Yes If "Yes", Describe: _____

7. Safety Program:

Does the proposer have a formal safety program?

No Yes If "Yes", Describe: _____

Exhibit E

(4 of 6)

Does the proposer conduct at least bi-monthly meetings, to discuss safety issues related to towing, repairs and driving (motor vehicle) issues?

No Yes If "Yes", Describe: _____

Does the proposer have meetings with safety instructors or attending safety clinics, or other external consultations to assure safety of operations?

No Yes If "Yes", Describe: _____

8. Professionally Trained Operators:

Are driver/operators (working for the company for more than 6 months) required to participate in a hands-on training program by an accredited instructor or school? (Instruction should have the equivalent of, one day theory/class room and one day hands on live training in towing operations)

No Yes If "Yes", Describe: _____

9. Company Policy Handbook:

Does the proposer have a company hand book stating history and policies for operators and other workers, and proof that workers have received the handbook?

No Yes If "Yes", Describe: _____

Exhibit E
(5 of 6)

10. Operating and Procedures Manual:

Does the proposer have a printed hand book stating policy and operating and safety procedures for towing and customer service, and proof that workers have signed for receipt of the manual?

No Yes If "Yes", Describe: _____

11. Handbook on dispatch Procedures:

No Yes If "Yes", Describe: _____

Does the proposer have professional guidelines and instructions for dispatch operators, and a formal logging system recording key contact information including date, time, phone numbers and other key data?

No Yes If "Yes", Describe: _____

12. Computerized Dispatch:

Is the dispatch system computer enhanced with reporting procedure and time date stamping etc?

No Yes If "Yes", Describe: _____

(Please provide a Printout of dispatch report)

Exhibit E

(6 of 6)

13. Recipient of Service or Performance Awards:

Is the proposer the recipient of any awards such as the Towman Ace Award, or awards given by legitimate third party for service and reliability or service excellence on a substantial volume of calls over 12 months?

No Yes If "Yes", Describe: _____

(Please provide a copy of award or certificate)

14. Membership in Towing Association:

Is the proposer a member of a recognized towing association?

No Yes If "Yes", Describe: _____

(Please provide a certificate or receipt of dues from association.)

15. Members of State or City Incident Management Teams:

As a participant of an incident command team you undergo continuous planning and training. You were picked because of your professional qualifications.

No Yes If "Yes", Describe: _____

(Please provide a copy of a letter from incident command center.)

16. Additional Information Relative to the quality of the towing/recovery services

Exhibit F
PROPOSER REFERENCE FORM

Name of Proposer: _____

Please provide a list of references on the firm's performance of similar work within the last five years, including all current contracts. Use additional sheets as necessary.

Include the following information for each reference:

Customer Name: _____

Address: _____

Contact Name and Title: _____

Phone and Fax Numbers of Contact: _____

Contract dates: _____

Contract cost: _____

Contract Type (Check All That Apply):

- General/Routine Towing Services
- Emergency Heavy Duty Towing Services
- Vehicle Impound Services

Description of work: _____

Other Information (Optional):

Exhibit G
TOWING/RECOVERY EQUIPMENT INVENTORY

Name of Proposer: _____

Provide detailed information on the equipment the proposer has available to meet the needs of this RFP. (Use one sheet per vehicle. Photos may be attached. Not all definitions may be applicable to specific pieces of equipment. State N/A or unknown as applicable in such instances.)

Model Year: _____

Make: _____

Model: _____

Axle Configuration (e.g. 4x4, 6x4): _____ X _____

GVWR: _____ GCWR: _____

Type Tow Truck Wheel-lift Tow Truck
 Flatbed Tow Truck Other: _____

Description: _____

Lift and tow capacity (on-road) _____ pounds

Lift capacity (with outriggers or blocks) _____ pounds

Additional features or capabilities:

Suitable for towing/recovery operations with (check all that apply):

- Type I: Passenger Vehicle up to 4,500 lbs
(Motorcycles, Cars, SUV's, Mini-vans)
- Type II: Any Vehicle between 4,500 and 10,000 lbs
- Type III: 2 Axle Trucks and Buses between 10,000 to 26,000 lbs

Type IV: Any Vehicle over 26,000 lbs or over 2 Axles

Page _____ of _____ of Towing/Recovery Equipment Inventory

Exhibit H
IMPOUND FACILITY(IES)

Name of Proposer: _____

Provide detailed information on impound facilities the proposer has available to meet the needs of this RFP. (Use one sheet per impound facility Photos, survey maps, or other documents to demonstrate the facility may be attached.

Impound Facility Location: State of New Jersey State of New York

Address: _____

County _____

Approximate Square Footage Available for Storage ___ Square Feet

Approximate Capacity (Light Vehicles) ___ Vehicles

Approximate Capacity (Large Vehicles) ___ Vehicles

Describe Facility: _____

Describe Security: _____

Other Information (Optional)

