

Torres Rojas, Genara

FOI #13545

From: gmcDonald@barnaba-marconi.com
Sent: Wednesday, October 24, 2012 3:13 PM
To: Duffy, Daniel
Cc: Torres Rojas, Genara; Van Duyné, Sheree
Subject: Freedom of Information Online Request Form

Information:

First Name: Gary
Last Name: McDonald
Company: Barnaba & Marconi, LLP
Mailing Address 1: 315 Lowell Ave.
Mailing Address 2:
City: Trenton
State: NJ
Zip Code: 08619
Email Address: gmcDonald@barnaba-marconi.com
Phone: 609-584-1444
Required copies of the records: Yes

List of specific record(s):

Contract R16946 Lite and Heavy Duty Towing and Vehicle Impound Service at Staten Island Bridges

THE PORT AUTHORITY OF NY & NJ

Daniel D. Duffy
FOI Administrator

November 6, 2012

Mr. Gary McDonald
Barnaba & Marconi, LLP
315 Lowell Avenue
Trenton, NJ 08619

Re: Freedom of Information Reference No. 13545

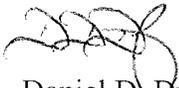
Dear Mr. McDonald:

This is a response to your October 24, 2012 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code", copy enclosed) for a copy of Contract No. R16946 - Light and Heavy Duty Towing and Vehicle Impound Services at Staten Island Bridges.

Material responsive to your request and available under the Code may be found on the Port Authority's website at <http://www.panynj.gov/corporate-information/foi/13545-C.pdf>. Paper copies of the available records may be requested.

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

Very truly yours,



Daniel D. Duffy
FOI Administrator

Enclosure



THE PORT AUTHORITY OF NY & NJ

Lillian D. Valenti
Director, Procurement

April 28, 2009

OVERNIGHT MAIL & FAX (732) 541-8779

Sean Cody, President
B&L Tire Service, Inc.
t/a B&L Towing
100 Minue Street
Carteret, NJ 07008

**RE: LIGHT AND HEAVY DUTY TOWING AND VEHICLE IMPOUND
SERVICES AT THE STATEN ISLAND BRIDGES; PROPOSAL # 16946;
CONTRACT #R16946**

Dear Mr. Cody:

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 B&L Tire Service, Inc., t/a B&L Towing ("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 Best and Final Offer dated February 13, 2009 where the percentage fee due the Port Authority shall be 30% based on a second award for these services at the New Jersey Marine Terminals.
3. the following sections of the Contractor's Proposal: Letter of Transmittal; Executive Summary; Section F., Technical Aspects of the Services Performed; Contractor's Identity Check/Background Screening Plan; Subcontractor - Atlantic Response, Inc.; Exhibit G - Towing/Recovery Equipment Inventory; Attachment E, Added Information for B&L Tire Service, Inc.; Exhibit H - Impound Facilities; Attachment A, Agreement on Terms of Discussion; Exhibit A - Rate Proposal Sheet which includes additional Rate and Equipment; Exhibit B -

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



THE PORT AUTHORITY OF NY & NJ

Mileage Sheet; Exhibit D – Acceptable Modes of Payment Sheet; Exhibit E – Towing/Recovery Key Quality Factors Statement; Exhibit I – Exceptions; M/WBE Participation Plan; Exhibit K – Certified Environmentally Preferable Products/Practices; fax transmittals of March 26, 2009 and March 30, 2009.

4. the Port Authority's Request for Proposal (RFP) entitled "Light and Heavy Duty Towing and Vehicle Impound Services at the Staten Island Bridges" and Addendum #1 thereto issued by the Port Authority.

This Agreement shall be in effect for a two (2) year period commencing on May 1, 2009 and terminating on April 30, 2011 subject to earlier termination or extension as provided in the Agreement. For administrative purposes, this Agreement will be assignment Contract #R16946.

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: *Lucia Valenti*
Title: Director of Procurement Department
Date: 4/29/09

approved
1/1
4/29/09

Agreed:
B&L Tire Service, Inc.
t/a B&L Towing

By: *John S. Coley*
Title: *Pres.*
Date: 4-29-09



TIRE SERVICE INC.
RECOVERY TOWING AND ROAD SERVICE

732-541-0100

FAX: 732-541-8779

February 13, 2009

02-13-09A11:37 RCVD

Kathy Leslie Whelan
Port Authority of New York and New Jersey
One Madison Avenue
New York, NY 10010

Attention: RFP Custodian

Reference: Best and Final Offer Proposal #16946
Light and Heavy Towing at the Staten Island Bridges

Dear RFP Custodian,

Please accept this as our best and final offer for above referenced R.F.P.

The percentage fee due the Port Authority for referring the services provided for under this contract was originally bid 25.25%.

The best and final offer as of Friday, February 13, 2009 is as follows. In the event the Port Authority awards a **single** contract for R.F.P. #16946, Staten Island Bridges, now due the Port Authority for referring services is **27.25%**.

In the event the Port Authority awards **double** contracts to B & L, R.F.P. #16946, Staten Island Bridges and R.F.P. #16945, New Jersey Marine Terminals, the percentage fee now due the Port Authority for referring the services provided for under this contract is **30.00%** of work referred for each facility contract; **30%** from Staten Island Bridge Referrals and **30%** from R.F.P. # 16945 New Jersey Marine Terminals Referrals.

Thank you.

B & L TIRE SERVICE, INC.
1/a B & L TOWING

Sean Cody
President
SC/dh

MAILING ADDRESS 100 MINUE STREET, CARTERET, NJ 07008 MAILING ADDRESS

2500 BLAIR ROAD
CARTERET, NJ 07008

500 MILIK STREET
CARTERET, NJ 07008

1 MARTIN STREET
AVENEL, NJ 07001

Request for Proposal Submittal



**B&L Tire Service, Inc.
T/A B&L Towing**

**Light & Heavy Duty Towing & Impound Service at:
Port Authority of NY and NJ
Staten Island Bridges**

- **Towing & Impound Service**
- **24 Hour Immediate Dispatch**
- **Fleet of 26 Wreckers & Service Trucks**
- **Extra Heavy Duty Recovery Experts**
 - **28+ Years Experience**
 - **A Company You Can Trust**

**100 Minue Street, Carteret, NJ 07008
500 Milik Street, Carteret, NJ 07008
24 hour Ph: 732-541-0100 • Fax: 732-541-8779**

Request for Proposal
Light and Heavy Duty Towing at the Staten Island Bridges
Proposal Submittal Requirements
Table of Contents

4. Financial Information and Qualifications

Tax return with Balance sheet

A. Letter of transmittal

Copy of certificate of incorporation
Statement of Experience/Qualifications
Statement from consumer affairs

B. Executive Summary

Letter submitted herewith

C. Agreement of Terms of Discussion

Signed on page 20

D. Certifications with Respect to Contractors Integrity provisions

Signed letter of transmittal

E. Documentation of proposer prerequisites

See exhibit F

F. Technical Aspects of the Services Proposed

See attached letter-
Listing of Drivers
Listing of 5 most recent Recoveries, with Bills
Letters of Reference
Contractor identity/ background check

G. Acknowledgement of Addenda

H. Acceptance of Standard Terms of Contract

I. M/WBE plan

See Exhibit I



100 MINUE STREET, CARTERET, NJ 07008

Ex. 1

A. Letter of Transmittal

1 of 2

Light and Heavy Duty Towing
Ref: Staten Island Bridges

Dear Committee:

1. B&L Tire Service Inc t/a B&L Towing 100 Minue St Carteret NJ, submitting this RFP as a single entity, was incorporated in 1973. Sean and James Cody purchased the corporation in 1988, bringing 8-10 years of experience in the towing and recovery industry at that point.

2/3. Sean Cody will be the contact to authorize and negotiate as well as execute this contract or answer any question/issues.

4. B&L will submit one subcontractor for hazmat response as follows:
: Atlantic Response. This company is fully licensed and certified to the standards of 29-CFR-1910.120 standards.

5. Officers of the corporation as follows:

Sean Cody - president

James Cody - vice president

Loreen Cody - secretary

Sally Cody - treasurer

Experience and qualifications of the proposer

B&L Tire service Inc. T/A B&L Towing have held numerous contracts in New Jersey, such as: New Jersey Turnpike, Garden State Parkway, New Jersey State Police, Port Authority of NY & NJ, Woodbridge Township, Boro of Carteret & the City of Rahway, as well as many commercial accounts, in the yearly course of business. B&L will handle 6000-7500 requests for service, approximately 80% for autonomous agencies as contracted.

B&L Towing is considered a leader in this segment of towing and recovery. Sean and James have been servicing the following contracts since acquiring B&L in 1988. We have never let the port authority down or not serviced any contract for towing / recovery we have displayed exemplary service as our normal course of business. Sean and James have been heavy recovery operators and have owned tow and recovery companies through out their entire business career B&L employs heavy recovery operators as well as heavy and light duty tow operators, all are safety trained some are certified as truck crane operators and hazmat / Osha certified for right to know and hazmat clean up and oil or fuel spillage.

This company is structured respond to accidents or disablements swiftly to alleviate traffic congestion, and restore clear traveling on the many arterial roadways in this region.

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Experience as follows:

1988- Present- New Jersey Turnpike Light and Heavy Duty routine towing contractor

1991 - Present- New Jersey Turnpike Extra Heavy Duty Recovery 15E-12/12-8A

1990 - Present -New Jersey State Police Route 78 - from Newark Routes 440 -287 to Berkeley Heights (mm 58-42)

2005 - Present -New Jersey Turnpike/Garden State Parkway mm 138-126

1990 - Present Carteret Boro

1993 - Present City of Rahway

1996 - Present Woodbridge Twp.

1996 - 2006 Port Authority of NY/NJ Staten Island bridges contract holder Light & Heavy Duty tow Recovery

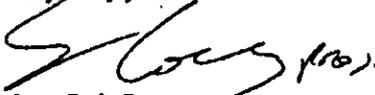
1993 -2006 Port Authority of NY/NJ Marine terminals agreemaent/contract holder Light & Heavy Duty Recovery

1998 - 2006 Port Authority of NY/NJ contract

1996 - 2004 Port Authority of NY/NJ vehicle and equipment liquidation contract

6. New Jersey division of Consumer affairs is not issuing liscenses for this act as of this date, there is no requirement to liscense as procedures have not been enacted. Please find enclosed notice to towing companies , this was downloaded from the NJ division of consumer affairs website.

Very Truly yours



Sean Cody Pres.
B&L Tire Service Inc.

Certificate of Incorporation of

B & L TIRE SERVICE, INC.

This is to certify that there is hereby organized a corporation under and by virtue of N.J.S. 17A:1-1 et seq., the "New Jersey Business Corporation Act."

17A:1-1.1 (b) 1. The name of the corporation is **B & L Tire Service, Inc.**

17A:1-1.1 (b) 2. The address (and zip code) of this corporation's initial registered office is
86 Roosevelt Avenue, Carteret, New Jersey 07008

and the name of this corporation's initial registered agent at such address is

Sumner H. Weener, Esq.

17A:1-1.1 (b) 3. The purposes for which this corporation is organized are:

To engage in any activity within the purposes for which corporations may be organized under the "New Jersey Business Corporation Act," N.J.S. 17A:1-1 et seq.

To manufacture, buy, sell, import, export, and generally deal in tires for automobiles, motorcycles, bicycles, carriages, and vehicles of all kinds and descriptions, whether the said tires be made of rubber, metal composition, or other material or combination of materials.

Loreen CODY, SECRETARY B&L TIRE SERVICE INC. CERTIFY THIS IS AN ORIGINAL TRUE COPY AS OF DECEMBER 9, 2008

*Loreen CODY
Loreen CODY*

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[office](#) | [department of law & public safety](#)
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[Consumer Affairs A-Z List](#)

NOTICE TO TOWING COMPANIES

The Predatory Towing Act, P.L.2007,c.193 (N.J.S.A. 56:13-7 et sec.), which was enacted on October 2007, becomes effective on October 18, 2008. The registration provisions in Section 4 of the Act become operative on April 16, 2009, 180 days after the effective date. Regulations governing the application process, including fees, have not yet been adopted. Applications forms are not available. Towing companies cannot register, and are not yet required to register, at this time. Further information concerning registration of towing companies, including the application process, will be posted on this web site becomes available.

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Thursday, October 2, 2008

Page last modified: Thursday, October 2, 2008 Thursday



100 MINUE STREET, CARTERET, NJ 07008

EXECUTIVE SUMMARY OF MAJOR FEATURES OF THIS PROPOSAL

B.

1 of 2

Dear committee

Summation as described below

1. **scope of work-** requested by port authority is our expertise our large modern fleet of tow and recovery equipment will minimize delays by roadways obstructed by accidents or mishaps. we operate our services 365 days per year, 24 hours per day, fully staffed with dispatch as well as drivers, here ready for immediate dispatch to incident scene, we also have a on duty driver system, which we can call in more drivers, for recovery work, cleanup or offloading, when larger more serious emergencies require more help, our drivers are safety trained and certified. **Our storage facilities are well lit and secured with security cameras, fenced with barbed wire. we can also store 50 to 150 trucks and automobiles indoor when needed. for safe secure storage for impounded or PA ordered tows. Our companies pride is our employees we have a great staff who our always professional and helpful**
2. **B and L uses the latest in computer technology** for our record keeping, our computerized dispatch network, is a unique system, that is integrated and customized for towing , recovery storage industry , by our dispatch , each and every call inputted and is given a unique number this is placed in tracker software file, these records are kept for 12 years, we can report to the port authority and show accurate records , for all tows performed by B & L. this will allow us to provide accurate management information system. As required
3. **Fully insured modern fleet of heavy Duty Recovery Cranes/ Wreckers , Light duty wheel lift wreckers and flatbeds, we can handle any type of incident whether it be an overturn tractor and trailer with cargo spillage or a light duty tow request, we peide our self on the quickest most efficient tow operation in the area.**

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4. **Past experience and service provided to the Port Authority of NY and NJ . B&L** towing is one of the only past contract holders at the N.J Marine Terminals and the Staten Island bridges for this contract , we fulfilled our agreements, we never failed to respond, we had no complaints from the Port Authority or the public, we kept to our promise to provide the PA with outstanding service for approximately 10 years under contracts and longer with a simple informal agreement. We also held the equipment liquidation contract for 8 years, we sold hundreds of pieces of PA owned equipment, collected millions of dollars of PA funds once again never a problem B & L can be trusted, our past record is exemplary.

Important key points of qualifications

- **B and L Towing is a qualified and professional towing and recovery operation**
 - **can handle a wide range of complex towing and recovery incidents**
 - **24 hours a day,7 days per week 365 per year always staffed and supported by trained professionals**
 - **All equipment equipped with satellite tracking 2 way radio systems.**
 - **Drivers and staff are trained and safety certified, CDL records are kept, random drug screening preformed.**
 - **Towing, Storage and Abandoned vehicle management via Tracker 2008 industry leading software, allows fast and efficient reporting and analysis to the Port Authority.**
 - **Hours of operation of impound yard is 365 days per year, 24 hrs per day, we are fully staffed.**
 - **Located seconds off interchange 12 in Carteret, next door is a Radisson hotel, close to restaurants, train and bus.**
 - **Impound yard is kept neat and secure, indoor facilities are the largest in New Jersey, we can store over a 100 trucks cars etc, indoors, secured and dusk to dawn lighting, digitally recorded surveillance cameras locked and gated yards with barbed wire.**
5. **The prices for towing and the percentage of generated revenue offered the Port Authority. Have been offered and are very competitive rates.**

A handwritten signature in black ink, appearing to be 'G. L. ...', is written over a large, dark, textured area that resembles a stamp or a heavily inked section of the document.



100 MINUE STREET, CARTERET, NJ 07008

Port Authority New York & New Jersey
Purchasing services division
One Madison Avenue 7th fl.
New York N.Y. 10010

Reference: Statement of Experience/Qualifications

Please accept this as our statement of experience/qualifications for light and heavy duty towing services at the Staten Island Bridges

B&L towing has held several agreements/contracts for Light and Heavy duty towing, impounding and Recovery services with the Port Authority of NY & NJ, These contracts were for the Staten Island Bridges and the NJ Marine Terminals, we are also a former holder of the contract for liquidation of Port Authority owned vehicles and equipment.

Our relationship with the Port authority has always been a positive experience for us, all contracts were satisfied to terms, we were always invited back to bid however, we not always the lowest bidder. I have recently reviewed our records and have found we were called by the port authority well over 3000 times, To respond to all types of various requests for service, from a simple flat tire change, to a serious tractor accident with multiple trucks and cargo spillage, over the years of service provided, and several thousand requests from PAPD , we did not receive any complaints about our company or service provided in fact , we are proud of this, we are also anxious to again provide this outstanding professional service to the Port Authority of NY & NJ once more.

Regarding the Liquidation contract, we held from 1998 to 2004, we were charged with towing / trucking into our facility, Off use Port Authority equipment and auction this to the public it was our obligation to handle all aspects of liquidation including collecting all revenue and report and pay the monies due the port authority we would retain a commission for our services rendered. Once again we sold thousands of pieces of port authority equipment; we held sales and invited the public to our facility, all with favorable results. We also were entrusted with Port Authority funds, of which were always paid and accounted for properly, adhering to the contracts specifications.

A handwritten signature in black ink, appearing to read 'S. Lovell', is written over a horizontal line.

p: 732-541-0100 • f: 732-541-8779

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100 MINUE STREET, CARTERET, NJ 07008

F. Technical Aspects of Services Performed

1. Cost payment information and acceptable Modes of payment .see exhibits A and D Management Information System-

B&L Towing uses the latest computer technology and will set up Port Authority in a computer file which will detail date, time of call, type of service, and complete pricing including detailed bid rates. Our system will generate a unique number for each job performed, as referred by the Port Authority. We can report daily, weekly, or monthly. We will keep all records on file for a ten (10) year period. This information can be submitted electronically as well. Any negative or positive feedback from the public will be forwarded immediately as well, electronically and through conventional means via fax or U.S. mail. all of our modern fleet is also equipped with satellite tracking devices for detailed information and reporting.

2. Quality and Professionalism and proposed reference form see exhibit E
Experience of B & L is as follows towing and recovery contractor for many autonomous agencies since 1988 when Sean & James Cody bought this corporation, our experience is detailed within and below, letters of reference, And our longtime relationship with the Port Authority is a excellent example of the highest standard we can perform given the opportunity, under this contract.

Relevant contracts during the past 5 years as follows

New Jersey Turnpike Authority - 3 contracts

Port authority NY and NJ - 2 contracts

Carteret Boro Police Department -2 Agreements/Contracts

City of Rahway Police Department- 2 Agreements/Contracts

Woodbridge Township Police Department-.2 Agreements/Contracts

B & L is a closely help corporation and is managed by the principals of the corporation with highly trained staff.

Resume of experience Sean w. Cody attached:

See exhibit J for m/wbe details

Environmental info is addressed in the submittal documentation

3. See exhibit G

4. See exhibit H

5. See document listed all drivers and separate document listing 5 most recent heavy recovery incidents. and attached letters of reference.

6. See document listed back ground screening

7. See attached marked helpful information.

9. See exhibit I

G. Acknowledgement of Addenda recieved

A handwritten signature in black ink, appearing to read 'S. Cody', is written over a horizontal line.

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AVENEL, NJ 07001

QUALIFIED PERSONNEL

NAME	ADDRESS	DRIVERS LICENSE #	YEARS OF EXPERIENCE	EXTRA HEAVY EXPERIENCE
JAMES P CODY				28 YRS HEAVY CERTIFIED CRANE & RIGGING, 28 YRS INTERSTE ROADS CERT. FORKLIFT OPERATOR
				CERT. 28 CFR 1910:120 STANDARDS HEAVY RECOVERY MANAGER
SEAN W CODY				28 EXTRA HEAVY RECOVERY 28 YRS EXPERIENCE NY & NJ INTERSTATE RDS CERTIFIED TRUCK CRANE RIGGING CERTIFIED FORKLIFT
				CERTIFIED 29CFR 1910:210 STANDARDS HEAVY RECOVERY MANAGER
DANIEL HERNANDEZ			7 YRS EXPERIENCE NY & NJ INTERSTATE ROADS FORK-LIFT	4 YRS EXPERIENCE EXTRA HEAVY DUTY RECOVERY
JAMES S MACKENZIE			12 YRS EXPERIENCE NY & NJ RDS 12 YRS LIGHT DUTY TOWING & RECOVERY CERTIFIED FORKLIFT	
GEORGE W CORNELL			7 YRS EXPERIENCE LIGHT DUTY TOWING & RECOVERY	
LUIS G ORDONEZ CONCE			15 YRS NY&NJ ROADS 15 YRS EXPERIENCE LIGHT DUTY, CERT. FORKLIFT	
JOSE A MOJICA JR			20 YEARS EXPERIENCE NY&NJ INTERSTATE RDS	20 YRS EXTRA HEAVY RECOVERY CERTIFIED CRANE OPERATOR CERTIFIED FORKLIFT
KEITH GODLEWSKI			18 YRS MECHANIC HEAVY TRUCK&LIGHT DUTY WRECKER FORKLIFT CERTIFIED TORCH WELDING & CUTTING	HEAVY RECOVERY MANAGER

DRIVERS LISTED IN EXTRA HEAVY DUTY WILL PROVIDE THIS SERVICE UNDER THIS CONTRACT

QUALIFIED PERSONNEL

NAME	ADDRESS	DRIVERS LICENSE#	YEARS OF EXPERIENCE	EXTRA HEAVY EXPERIENCE
JOSE A FERRIERADVARES				12 YRS EXPERIENCE NY&NJ INTERSTATE RDS. FORKLIFT CERTIFIED, 10 EXTRA HEAVY DUTY EXPERIENCE
BRIAN L WILLIAMS			3 YRS EXPERIENCE LIGHT & HEAVY DUTY NY & NJ INTERSTATE ROADS FORKLIFT CERTIFIED	1 YEAR EXTRA HEAVY DUTY
JOHN R KOEHL			10 YRS EXPERIENCE NY&NJ INTERSTATE ROADS FORKLIFT CERTIFIED	10 YRS EXPERIENCE EXTRA HEAVY RECOVERY, TRUCK CRANE CERTIFIED
WILLIAM C PICIOCCIO			20YRS EXPERIENCE NY&NJ INTERSTATE ROADS	15 YRS EXPERIENCE EXTRA HEAVY RECOVERY, EXTRA HEAVY DUTY MECHANIC HEAVY RECOVERY MANAGER
JASON A KERR			8 YRS NY&NJ INTERSTATE RDS 5 YRS TOWING LIGHT & HEAVY DUTY, FORKLIFT CERTIFIED	EXTRA HEAVY DUTY RECOVERY CRANE & RIGGING CERTIFIED
RAFAEL A M/EJIA			7 YRS EXPERIENCE NY&NJ INTERSTATE ROADS 7 YRS EXPERIENCE LIGHT DUTY, FORKLIFT CERTIFIED	

DRIVERS LISTED IN EXTRA HEAVY DUTY WILL PROVIDE THIS SERVICE UNDER THIS CONTRACT



State of New Jersey

DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF STATE POLICE
Post Office Box 7068
WEST TRENTON NJ 08628-0068
(609) 882-2000

Jon Corzine
Governor

Ann Millgram
Attorney General

COLONEL JOSEPH R. FUENTES
Superintendent

12-8-08

To whom it may concern,

B & L Towing and Recovery has been on the State Police Somerville towing list for approximately 15 years. During that time they have been called upon to handle simple motorist aids and complex heavy duty recoveries. They have had the equipment and the knowledge to handle any assignment that is sent their way. They have been expeditious and efficient in clearing the roadway. Their equipment is in excellent shape and their staff is well trained.

If you require any additional information, please feel free to contact me.

Aut D Gott 3778

Sgt. Steven Gott #3778
SP Somerville Station
Wrecker Coordinator
908-725-0107



To Whom It May Concern:

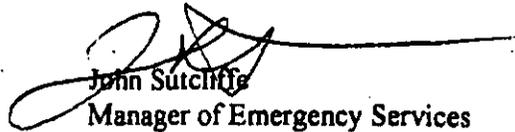
B & L Tire Service, Inc. has provided routine towing services for the New Jersey Turnpike since 1980 and the Garden State Parkway since 2001.

B & L has also provided extra heavy-duty towing services since 1991, which includes rollovers, fires, etc.

B & L has two facilities: 100 Minue Street and 500 Milik Street in Carteret.

If you require additional information please contact my office at 732-442-8600 x5180.

Sincerely,


John Sutcliffe
Manager of Emergency Services

JTS/gb

**Contractor Identity check/background screening plan
B&L Tire Service Inc
100 Minue St, Carteret NJ**

All employees will be screened, background will be checked for 10 years prior, we will use the services of licensed private detective firm, this firm is familiar with the laws of the state of New Jersey, and has extensive experience in this type of investigative services. Any existing employees will be pre-screened as well. This plan will screen and verify employees are properly credentialed, all resources used to perform this will be disclosed, and criminal history will also be screened for a 10 year period. This plan for prescreening and employment and pre-employment will be performed through out this contract period, including any extensions.

- 1. screening will be for a 10 year period**
- 2. all new employees will be checked prior to hiring**
- 3. all employees new or existing will be verified for past employment 10 years prior, employees will be updated every 2 years**
- 4. all employees will be checked for proper credentials ,via pinnacle investigations inc. any individual with past criminal history or non verified credentials, will not be hired or not perform any services under this contract.**

Attached is copy of information form and release with the Pinnacle Investigations inc. for required background checks.

Any portion of this plan that does not meet the requirements of the Port Authority will be adapted as specified



PO Box 105
Red Bank, NJ 07701
(732) 530-9155
(732) 530-9655 FAX

Driver Screening / Pre-Employment Investigations

Pinnacle Investigations has assisted Fortune 100 Companies in screening candidates for senior level executive positions. The process we use entails an in-depth analysis of both proprietary and public resources. Pinnacle Investigations' service in this area has assisted corporations in the selection of CEO, CFO, COO level positions and candidates for the board of directors, all without a single breach of confidentiality. In each instance, the interests of the client and the candidate have always been completely protected.

We must maintain the utmost confidentiality due to the level of executive. Factors such as current employment, SEC considerations and professional reputation require absolute confidentiality.

We invite you to contact us and discuss any special requirements or additional screening investigations and how Pinnacle Investigations can become an investigative partner that will substantially benefit your company.

B & L Tire Service, Inc.
t/a B & L Towing

EMPLOYMENT APPLICATION / RELEASE
REQUEST FOR BACKGROUND INFORMATION

(please print)

Full Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ DOB: _____ SSN: _____
Driver License No.: _____ State: _____
Place of Birth: _____
Are You A Citizen of the United States? _____
Have you ever held a driver's license in any other state? _____
If so, what state? _____ Is it current? _____
Do you use any other names beside the name listed above? Y/N _____
Have you ever been arrested? _____ Were you convicted? Y/N _____
If yes, please explain. _____

EDUCATION

(name and location of school)

High School: _____
Did you graduate? _____ Degree: _____
Business/Trade: _____
Did you graduate? _____ Degree: _____
College/University: _____
Did you graduate? _____ Degree: _____
Graduate/Professional: _____
Did you graduate? _____ Degree: _____

PREVIOUS EMPLOYMENT

(begin with most recent position)

Firm: _____	Address: _____
Supervisor: _____	Nature of Business: _____
Dates of Employment: _____	Position(s) Held: _____
Ending Salary: _____	Reason for Leaving: _____
Firm: _____	Address: _____
Supervisor: _____	Nature of Business: _____
Dates of Employment: _____	Position(s) Held: _____
Ending Salary: _____	Reason for Leaving: _____

REFERENCES

Please furnish the names, addresses and phone numbers for three people to whom you are not related and by whom you have not been employed.

Name: _____
Address: _____
Name: _____
Address: _____
Name: _____
Address: _____

I certify that my answers are true and complete to the best of my knowledge.

As per Section 604(b) of the Fair Credit Reporting Act, I authorize you to make such investigations and inquiries of my personal, employment, educational, financial or medical history and other related matters as may be necessary for an employment decision. I hereby release employers, schools or persons from all liability in responding to inquiries in connection with my application.

In the event I am employed, I understand that false or misleading information given in my application or interview(s) may result in discharge.

Signature of Applicant: _____ Date: _____

B & L Tire Service, Inc. t/a B & L Towing is an equal opportunity employer. We adhere to a policy of making employment decisions without regard to race, color, religion, sex, sexual orientation, national origin, citizenship, age or disability. We assure you that your opportunity for employment with B & L Towing depends solely on your qualification.

All information regarding this application will be kept strictly confidential.

Atlantic Response, Inc.

December 5, 2008

B & L Towing
100 Minue Street
Carteret, NJ 07008

Attn: Sean Cody

Dear Mr. Cody

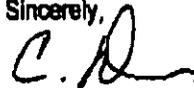
It was a pleasure speaking with you yesterday regarding the services Atlantic Response, Inc. can offer B&L Towing. I have enclosed a brochure for you about our company which includes a variety of information about the services we provide our clients throughout the State of New Jersey.

Atlantic Response, Inc. is an emergency response firm specializing in the response to incidents involving hazardous materials and oil. Our firm is available for Emergency Response services 24 hours a day, 7 days a week and we have offices located in East Brunswick, and Newark, New Jersey.

Atlantic Response, Inc. maintains the highest levels of compliance with all Health & Safety rules and regulations that govern the environmental industry and all of our personnel are certified in accordance with 29CFR1910.120 standards. Our company is the only private contractor in New Jersey with personnel trained in courses offered by the New Jersey State Police, the United States Environmental Protection Agency, and the United States Coast Guard. Our management team has a diverse background and expertise drawn from both the public and private sector with over one hundred years of experience.

Atlantic Response, Inc. is always looking forward to establishing new relationships with various consultants and professionals in the environmental and emergency response industry. If you have any questions, please feel free to contact me at 732-969-8555.

Sincerely,



Chris Dayke
President

Encl: Brochure

Atlantic Response, Inc.

December 2, 2008

B&L TOWING

100 Minue Street
Carteret, NJ 07008

Attn: Mr. Sean Cody

Dear Mr. Cody,

Atlantic Response, Inc. is willing to be on-call as an Emergency Response Contractor in the event of a petroleum or hazardous material spill. We will respond and supply the necessary supervision, manpower and equipment, as required, to contain and clean-up the spill. These services will be provided and charged for in accordance with the rates, terms and conditions indicated on our spill rate sheet.

We have also enclosed our standard work authorization agreement that we request to be signed prior to the start of any work. By signing and returning this agreement now, along with a signed copy of this letter, our response time to your incident will be minimized.

By signing this agreement and accompanying work authorization, you do not obligate your company to call or utilize Atlantic Response, Inc. for any services. This offer of services is good for a period of one year. Services will be charged at the rate sheet in effect when services are provided. Enclosed is our current rate sheet dated January 1, 2008.

Thank you for considering Atlantic Response, Inc. as an Emergency Response Contractor. Please call us if you have any questions or need additional information.

Sincerely,


Ralph Dayke
Project Manager

B&L TOWING hereby designates Atlantic Response, Inc. as an Emergency Response Contractor to be called upon as needed.

SIGNED

DATE

Email: atlanticresponse@ait.net www.atlanticresponse.com

Tel: 732-969-8555 • Fax: 732-969-8544 • 12D Connerty Court • East Brunswick, NJ 08816

LAST 5 HEAVY DUTY JOBS:

11-16-08 NJ Turnpike Authority mm 86 SI Overturned Straight Truck U_Haul Jersey City NJ cost \$16280.28
Agency contact John Sutcliffe New Jersey Turnpike Authority PO Box 5042 Woodbridge NJ 07095

11-16-08 NJ Turnpike Authority mm 86 SI Overturned Warrington Trailer U-Haul Jersey City, NJ cost \$ 3534.20
Agency contact - John Sutcliffe New Jersey Turnpike Authority PO Box 5042 Woodbridge NJ 07095

11-11-08 GSP mm 129S Overturned vehicle Tractor/Trailer N E M F Dowd Ave Elizabeth NJ-cost \$27086.00
Agency contact - John Sutcliffe New Jersey Turnpike Authority PO Box 5042 Woodbridge NJ 07095 732
442 8600

9-5-08 RT 78 @ 58 Truck Fire Freightliner Tractor/Trailer Cool Running Refrigeration 320 North Gate Warrendale Pa cost
\$43492.90
Agency contact Sgt. Gott NJ State Police/Somerville Rt22/202 Somerville NJ

8-14-08 RT 78E @ 54.5 Truck Fire International Tractor/Trailer - Estes 950 W 1st Ave Richmond Va \$ 6999.75
Agency contact Sgt. Gott NJ State Police/Somerville Rt 22/202 Somerville NJ

copies of invoices attached here to:

B & L TOWING
 500 MILIK STREET
 CARTERET, NJ 07008

(732) 541-0100 FAX (732) 541-8779

INVOICE NO 05966 DATE 11/20/08 PAGE 1
 CALLER
 PHONE
 NAME U-HAUL
 ADDRESS Rt 1 and Slup ave
 CITY Jersey City
 STATE NJ
 ZIP
 HOME PHONE : - - -
 WORK PHONE : - - - X
 CASH VALUE : \$0.00
 SALE/AUCT# :
 SALE DATE :
 LICENSE # AD6030 EXP
 STATE NJ
 ODOMETER 101
 REASON OVERTURNED
 PO #
 AID# : 157
 TRAILER# :
 PERMIT# :
 MEMBERSHIP # :
 CALL# : 58553
 STATUS :
 MEMBER EXP. :

DRIVER : * NEED RELEASE: N
 TRUCK # : * RELEASE DATE: 11/20/08 TIME:
 TYPE OF TOW : HEAVY DUTY RELEASE # :
 REQUESTED BY: NJ TURNPIKE (RECOVERY 0 RELEASED TO :
 LOCATION : 86 SI
 DESTINATION: MIST SIGNED :
 TIME OF CALL: 21:36 TIME DISPTCH: 21:41
 ARRIVAL TIME: 22:42 HOOK TIME : 01:17
 DROP TIME : 02:11 COMPL TIME : 02:11
 TOTAL HOURS : 4.35 HOURLY RATE : \$0.00

B & L TOWING OFFERS 24 HOUR SERVICE
 HEAVY DUTY TRUCK REPAIR AND ROAD SERVICE
 HEAVY DUTY RECOVERY AND LOAD SHIFTS TRANS LOAD

 B&L ALSO BUYS ANY TRUCK WRECKED OR RUNNING

 TOWING :\$ 0.00
 DOLLY :\$ 0.00
 LABOR :\$ 7,370.00
 WINCH :\$ 0.00
 MISC :\$ 1,687.50
 2ND TOW :\$ 0.00
 UNL MILE:\$ 0.00
 LD MILE :\$ 0.00
 DISCOUNT:\$ 0.00
 SUBTOTAL:\$ 9,057.50
 :\$ 6,187.50
 STORAGE :\$ 375.00
 PAYOUT :\$ 0.00
 TAX :\$ 660.28
 TOTAL :\$ 15,200.28
 AMT PAID :\$ 1,200.28
 BAL DUE :\$ 14,000.00

BEG. MILE:	END. MILE:	TOTAL MILES:	RATE:
0	0	0	\$ 0.00 PER =
0	0	0	\$ 0.00 PER =

DATE IN:	DATE OUT:	TOTAL DAYS:	RATE:
11/16/08	11/20/08	5.0	\$75.00 PER =

DELIVERED TO: [illegible]
 PRIVATE CUSTOMER

ITEMIZATION OF CHARGES

PAGE 2

	RATE	HOURS/ MILES	AMOUNT
SPILLAGE DUMP ROOM	550.00	7.00	3,850.00
SPILLAGE TRAILER	450.00	7.00	3,150.00
SPILLAGE TRUCK	350.00	7.00	2,450.00
SPILLAGE TRAILER	350.00	7.00	2,450.00
SPILLAGE TRUCK	250.00	7.00	1,750.00
SPILLAGE TRAILER	350.00	7.00	2,450.00
SPILLAGE TRUCK	250.00	7.00	1,750.00
SPILLAGE TRAILER	250.00	7.00	1,750.00
SPILLAGE TRUCK	32.00	50.00	1,600.00
SPILLAGE TRAILER	350.00	6.00	2,100.00
SPILLAGE TRUCK	350.00	6.00	2,100.00
SPILLAGE TRAILER	350.00	7.00	2,450.00
LOAD INTO DUMPSTER AND DISPOSAL OF LOAD	5200.00	1.00	5,200.00
LABOR TO PERFORM RECOVERY	1045.00	7.00	7,315.00
SUPERVISOR FOR RECOVERY AND CLEANUP	115.00	7.00	805.00
HEAVY DUTY FLATBED	125.00	6.00	750.00
CLEAN UP SPILLAGE SERVICE TRUCK	250.00	7.00	1,750.00

TOTAL ITEMIZED CHARGES

41,920.00

SEE PAGE 1 FOR BALANCE DUE

TICK#: 134914 DATE: 09/05/08 TIME: 22:34 USER: TRACY

NOTE:

60 TON ROTATOR CRANE WRECKER 50 TON HYDRO CRANE WRECKER LANDOLL
TT LANDOLL TT WITH EQUIPMENT DUMP TRAILER RECOVERY TRUCK ROAD
SERVICE TRUCK ... CLEANUP TYPE ROAD SERVICE TRUCK... SKID
STEER ... SHOOT & BOOM LOADER HIGH REACH TYPE W FORKLIFT
ATTACHMENT..... 20 TON MEDIUM WRECKER RECOVERY TYPE SERVICE
TRUCK... 2 ROLLOFF TRUCKS FOR LOAD AND SEVERLY BURNED TRACTOR ...
TORCHES CUT SAW...W 50 BAGS STRAPS CHAINS BLOCKING AND BROOMS
SHOVELS 55 GAL DRUMS... OF SPEEDI DRY.... 2 ROLLOFF TRUCKS 2
DUMPSTERS WHEEL LOADER SKID STEER LOADER HEAVY CLEAN UP AND
REMOVAL OF ENTIRE LOAD AND DISPOE OF...

TICK#: 134914 DATE: 09/06/08 TIME: 12:31 USER: TRACY

NOTE:

KENNETH YOUNG STORAGE AT 350.00 PER DAY AS FOLLOWS TRACTOR 100.00
TRAILER 100.00 LOAD IN OUR DUMP TRAILER AND IN 2 DUMPSTERS 150.00

TICK#: 134914 DATE: 09/08/08 TIME: 12:40 USER: SEAN C

NOTE:

INSURANCE INFO . PROGRESSIVE INS 1-877-278-1615, CLAIM #
..... COOL RUNNING LOGISTICS FAX# 724-742-
5018 724-935-4598

TICK#: 134914 DATE: 09/08/08 TIME: 14:38 USER: SEAN C

NOTE:

TRACTOR AND TRAILER HIT G - RAIL AND DAMAGED TRACTOR SEVERLY AND
CAUGHT FIRE BURNED COMPLETELY ENTIRE CONTENTS DESTROYED AND
BURNED COMPLETE NO WAY TO REMOVE UNIT FROM RT 78 EAST BOUND TO
CLEAR ROAD NEED TO BE OFFLOADED AND PLACED INTO DUMPSTERS AND
TRAILER AND TRACTOR NEED TO BE CRANED ONTO LOWBOY AND PLACED INTO
DUMPSTER.

TICK#: 134914 DATE: 09/23/08 TIME: 10:44 USER: TRACY

NOTE:

JOSH PROGRESSIVE 856 889-5598

TICK#: 134914 DATE: 10/06/08 TIME: 14:18 USER: donna

NOTE:

BRUCE THOMPSON HARLEYSVILLE INS (CARGO PORTION) 888 539 9876
X1246 PD \$10,000 FOR CLEANUP 10/20/08

B & L TOWING
 500 MILIK STREET
 CARTERET, NJ 07008
 (732)541-0100 FAX(732)541-8779

TOW TICK.#: 134914 DATE: 09/05/08 PAGE 1

YEAR	: 2000	CALLER	:
MAKE	: FREIGHTLINER	PHONE	:
MODEL	:	NAME	: COOL RUNNING REFRIGERA
STYLE	: TRACTOR & TRAIL	ADDRESS	: 320 NORTH GATE
COLOR	:	CITY	: WARRENDALE
V.I.N.	: N/A	STATE	: PA
LICENSE #	: N/A EXP:	ZIP	: 15086-
STATE	: NJ	HOME PHONE	: 724-935-4598
ODOMETER	: 0	WORK PHONE	: - - XX
REASON	: TRUCK FIRE	CASH VALUE	: \$0.00
PO #	:	SALE/AUCT#	:
		SALE DATE	:
AID#	:		
TRAILER#	:	CALL#	: 57159
PERMIT#	:	STATUS	:

DRIVER	:	NEED RELEASE:	N
TRUCK #	:	RELEASE DATE:	10/20/08 TIME:
TYPE OF TOW	: HEAVY DUTY	RELEASE #	:
REQUESTED BY	: STATE POLICE - SO	RELEASED TO	:
LOCATION	: 78E @ 58 LOCAL		
DESTINATION	: MIST	SIGNED	:
TIME OF CALL	: 15:31	TIME DISPTCH:	15:32
ARRIVAL TIME	: 16:15	HOOK TIME	: 20:47
DROP TIME	: 22:47	COMPL TIME	: 22:47
TOTAL HOURS	: 6.53	HOURLY RATE	: \$0.00

B & L TOWING OFFERS 24 HOUR SERVICE	TOWING	:\$ 5,650.00
HEAVY DUTY TRUCK REPAIR AND ROAD SERVICE		\$ 0.00
HEAVY DUTY RECOVERY AND LOAD SHIFTS TRANS LOAD	DOLLY	:\$ 0.00
*****	LABOR	:\$ 8,120.00
B&L ALSO BUYS ANY TRUCK WRECKED OR RUNNING	WINCH	:\$ 0.00
	MISC	:\$ 14,350.00

BEG. MILE:	END. MILE:	TOTAL MILES:	RATE:	
0	0	0	\$ 0.00 PER =	2ND TOW :\$ 0.00
0	0	0	\$ 0.00 PER =	UNL MILE:\$ 0.00
				LD MILE :\$ 0.00
				SUBTOTAL:\$ 28,120.00
DATE IN:	DATE OUT:	TOTAL DAYS:	RATE:	RECOVER :\$ 13,800.00
09/05/08	10/20/08	46	\$ 0.00 PER =	STORAGE :\$ 0.00
				PAYOUT :\$ 0.00
				TAX :\$ 1,572.90
				TOTAL :\$ 43,492.90
				AMT PAID:\$ 43,492.90
				BAL DUE :\$ 0.00

FILED TO:
 PRIVATE CUSTOMER

ITEMIZATION OF CHARGES

TOW TICK # 12908

PAGE 2

DESCRIPTION	RATE	HOURS/ MILES	AMOUNT
60 TON ROTATING RECOVERY BOOM	450.00	6.00	2,700.00
60 TON HYDRA-CRANE	225.00	6.00	1,350.00
60 TON HYDRA-CRANE	225.00	6.00	1,350.00
HEAVY DUTY UNDERREACH	225.00	6.00	1,350.00
LANDOLL 40 TON RIGGING TRAILER	225.00	6.00	1,350.00
SHOOTING BOOM FORK LIFT	300.00	6.00	1,800.00
LIGHT TOWER WAGENSET	200.00	5.00	1,000.00
RECOVERY SERVICE TRUCK	225.00	6.00	1,350.00
HD FB EQUIP CARRIER FOR LIGHT TOWER	150.00	6.00	900.00
RELIEF TRACTOR & TRAILER	225.00	6.00	1,350.00
LABOR FOR RECOVERY \$100X18MENX6HRS	1800.00	6.00	10,800.00
SUPERVISOR	125.00	6.00	750.00

TOTAL ITEMIZED CHARGES

26,050.00

SEE PAGE 1 FOR BALANCE DUE

B & L TOWING
 500 MILIK STREET
 CARTERET, NJ 07008
 (732)541-0100 FAX(732)541-8779

TOW TICK.#: 12908 DATE: 11/11/08 PAGE 1

YEAR :	CALLER :
MAKE : INTERNATIONAL	PHONE :
MODEL :	NAME : N E M F
STYLE : TRACTOR & TRAIL	ADDRESS :
COLOR :	CITY :
V.I.N. : 1S12E8483SD400374	STATE :
LICENSE # : AE642K EXP:	ZIP :
STATE : NJ	HOME PHONE : - -
ODOMETER : 0	WORK PHONE : - - X
REASON : OVERTURNED	CASH VALUE : \$0.00
PO # :	SALE/AUCT# :
TRACTOR# : 81063	SALE DATE :
AID# : 30/1109	
TRAILER# : 48007	CALL# : 58436
TRAILER PL : T42E7A	STATUS :
MEMBERSHIP #:	MEMBER EXP. :

DRIVER : *	NEED RELEASE: N
TRUCK # : *	RELEASE DATE: 11/12/08 TIME:
TYPE OF TOW : HEAVY DUTY	RELEASE # :
REQUESTED BY: GARDEN STATE PKWY 11	RELEASED TO :
LOCATION : 129 SB TO KING GEORGES R	
DESTINATION : MIST	SIGNED :
TIME OF CALL: 18:14	TIME DISPTCH: 18:14
ARRIVAL TIME: 18:30	HOOK TIME :
DROP TIME : 23:36	COMPL TIME : 00:22
TOTAL HOURS : 6.14	HOURLY RATE : \$0.00

B & L TOWING OFFERS 24 HOUR SERVICE
 HEAVY DUTY TRUCK REPAIR AND ROAD SERVICE
 HEAVY DUTY RECOVERY AND LOAD SHIFTS TRANS LOAD

 B&L ALSO BUYS ANY TRUCK WRECKED OR RUNNING

TOWING	:\$	1,350.00
DOLLY	:\$	0.00
LABOR	:\$	11,550.00
WINCH	:\$	0.00
MISC	:\$	3,250.00
2ND TOW	:\$	0.00
UNL MILE	:\$	0.00
LD MILE	:\$	0.00
DISCOUNT	:\$	0.00
SUBTOTAL	:\$	16,150.00
RECOVER	:\$	9,900.00
STORAGE	:\$	0.00
PAYOUT	:\$	0.00
TAX	:\$	1,000.00
TOTAL	:\$	27,050.00
AMT PAID	:\$	0.00
BAL DUE	:\$	27,050.00

BEG. MILE:	END. MILE:	TOTAL MILES:	RATE:
0	0	0	\$ 0.00 PER =
0	0	0	\$ 0.00 PER =

DATE IN:	DATE OUT:	TOTAL DAYS:	RATE:
11/11/08	11/12/08	2.0	\$ 0.00 PER =

BILLED TO:
 PRIVATE CUSTOMER

CARTERET POLICE DEPARTMENT

Chief
John Pieczynski

230 ROOSEVELT AVENUE, CARTERET, NEW JERSEY 07008

TELEPHONE: (732) 541-4181
FAX: (732) 541-1894

December 4, 2008

To Whom It May Concern,

The Borough of Carteret has utilized the services of B & L Towing for approx. twenty-eight years.

B & L Towing not only handles our light duty towing but also our heavy duty towing which has included jack-knifed tractor trailers, overturned vehicles, and vehicles that were involved in accidents which have caused fatalities.

Over the years a trust has been developed through their integrity, professionalism, and dependability.

I will not say that conflicts have not occurred from time to time, but I do know that the conflicts that have come up have been resolved quickly and professionally in every case that I am aware of.

I would not hesitate to recommend them to any state or local government agency.

Respectfully,



Dennis McFadden
Uniform Division Commander
Carteret Police Department



City of Rahway Police
One City Hall Plaza
Rahway, New Jersey 07065

John M. Rodger
Director
Chief of Police

Phone: (732) 827-2104
Fax: (732) 827-2107
E-mail: jrodger@rahwaypolice.com

December 8, 2008

RE: B and L Towing
100 Minue Street
Carteret, NJ 07008

To Whom It May Concern:

B & L Towing has been utilized by the Rahway Police Department since 1994 and have performed to a very high standard. B and L Towing provides our police department with routine towing and impound services for automobiles, as well as light-duty vehicles. We have also used B and L for heavy-duty towing and impound services for trucks and tractor trailers including ones that have been severely wrecked or overturned.

B and L Towing has maintained a favorable record with our municipality throughout their years of service to the Rahway Police Department. I am sure you will find them to be an asset for any of towing and storage needs.

Please contact me at (732) 827-2111 with any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read 'K. Sherwood', written over a circular flourish.

Capt. Kevin J. Sherwood

cc: Chief John M. Rodger
Sgt. Frank D'Errico

QUALIFIED PERSONNEL

NAME	ADDRESS	DRIVERS LICENSE #	YEARS OF EXPERIENCE	EXTRA HEAVY EXPERIENCE
JAMES P CODY	183 WHISPERING PINE DR LINCROFT NJ 07738	C60973837704592		28 YRS HEAVY CERTIFIED CRANE & RIGGING, 28 YRS INTERSTE ROADS CERT. FORKLIFT OPERATOR CERT. 28 CFR 1910:120 STANDARDS HEAVY RECOVERY MANAGER
SEAN W CODY	104 MIDSTREAM PL LINCROFT NJ 07738	C6097695		28 EXTRA HEAVY RECOVERY 28 YRS EXPERIENCE NY & NJ INTERSTATE RDS CERTIFIED TRUCK CRANE RIGGING CERTIFIED FORKLIFT CERTIFIED 28CFR 1910:210 STANDARDS HEAVY RECOVERY MANAGER
DANIEL HERNANDEZ	385 E 9TH AVE ROSELLE NJ 07203	H27181530012742	7 YRS EXPERIENCE NY & NJ INTERSTATE ROADS FORK- LIFT	4 YRS EXPERIENCE EXTRA HEAVY DUTY RECOVERY
JAMES S MACKENZIE	1151 RAHWAY AVE AVENEL NJ 07001	M00543838203652	12 YRS EXPERIENCE NY & NJ RDS 12 YRS LIGHT DUTY TOWING & RECOVERY CERTIFIED FORKLIFT	
GEORGE W CORNELL	6 BURNET ST AVENEL NJ 07001	C66232788610594	7 YRS EXPERIENCE LIGHT DUTY TOWING & RECOVERY	
LUIS G ORDONEZ CONCE	129 DEHART PL ELIZABETH NJ 07202	O72784946709631	15 YRS NY&NJ ROADS 15 YRS EXPERIENCE LIGHT DUTY, CERT. FORKLIFT	
JOSE A MOJICA JR	48 CHARLOTTE ST CARTERET NJ 07008	M61924106109632	20 YEARS EXPERIENCE NY&NJ INTERSTATE RDS	20 YRS EXTRA HEAVY RECOVERY CERTIFIED CRANE OPERATOR CERTIFIED FORKLIFT HEAVY RECOVERY MANAGER
KEITH GODLEWSKI	38 CHARLES ST CARTERET NJ 07008	G60884290007714	18 YRS MECHANIC HEAVY TRUCK&LIGHT DUTY WRECKER FORKLIFT CERTIFIED TORCH WELDING & CUTTING	

DRIVERS LISTED IN EXTRA HEAVY DUTY WILL PROVIDE THIS SERVICE UNDER THIS CONTRACT

B & L TOWING
 500 MILIK STREET
 CARTERET, NJ 07008
 (732) 541-0100 FAX (732) 541-8779

TOW TICK.#: 59122 DATE: 08/14/08 PAGE 1

YEAR :	CALLER :
MAKE : INTERNATIONAL	PHONE :
MODEL :	NAME : ESTES
STYLE : TRACTOR & TRAIL	ADDRESS :
COLOR :	CITY : RICHMOND
V.I.N. :	STATE : VA
LICENSE # : LL964 EXP: NA	ZIP : -
STATE : NC	HOME PHONE : - -
ODOMETER : 0	WORK PHONE : - - XX
REASON : TRUCK FIRE	CASH VALUE : \$0.00
PO # :	SALE/AUCT# :
UNIT : 74508	SALE DATE :
AID# :	
TRAILER# :	CALL# : 56669
PERMIT# :	STATUS :

DRIVER : *	NEED RELEASE: N
TRUCK # : *	RELEASE DATE: 08/14/08 TIME:
TYPE OF TOW : HEAVY DUTY	RELEASE # :
REQUESTED BY: STATE POLICE - SO	RELEASED TO :
LOCATION : 78E 54.5 EXPRESS	
DESTINATION : MIST	SIGNED :
TIME OF CALL: 03:11	TIME DISPTCH: 03:12
ARRIVAL TIME: 03:40	HOOK TIME : 05:21
DROP TIME : 06:52	COMPL TIME : 07:03
TOTAL HOURS : 4.08	HOURLY RATE : \$0.00

B & L TOWING OFFERS 24 HOUR SERVICE	TOWING :\$	0.00
HEAVY DUTY TRUCK REPAIR AND ROAD SERVICE	\$	0.00
HEAVY DUTY RECOVERY AND LOAD SHIFTS TRANS LOAD	DOLLY :\$	0.00
*****	LABOR :\$	1,200.00
B&L ALSO BUYS ANY TRUCK WRECKED OR RUNNING	WINCH :\$	0.00
	MISC :\$	0.00

BEG. MILE:	END. MILE:	TOTAL MILES:	RATE:	2ND TOW :\$	375.00
0	0	0	\$ 0.00 PER =	UNL MILE:\$	0.00
0	0	0	\$ 0.00 PER =	LD MILE :\$	0.00

DATE IN:	DATE OUT:	TOTAL DAYS:	RATE:	SUBTOTAL:\$	1,575.00
08/14/08	08/14/08	1	***** PER =	RCV :\$	5,100.00
				STORAGE :\$	225.00
				PAYOUT :\$	0.00
				TAX :\$	99.75
				TOTAL :\$	6,999.75
				AMT PAID:\$	6,999.75
				BAL DUE :\$	0.00

BILLED TO:
 PRIVATE CUSTOMER

Tick#: 59122 DATE: 08/14/08 TIME: 05:46 USER: BARBARA
NOTE:
TOOK DRIVER TO EDISON

Tick#: 59122 DATE: 08/14/08 TIME: 03:47 USER: BARBARA
NOTE:
ERIK ON SCENE CALLED SEAN WITH INFO TIRES GOOD HEAVY FRONT END
DAMAGE PER SC TRY TO TOW TO YARD INFORMED BUDDY

Tick#: 59122 DATE: 08/14/08 TIME: 05:44 USER: BARBARA
NOTE:
1 FLATBED CLEAN UP DEBRIS 2 HD WRECKERS 1 HD TRACTOR 3 MAN LABOR
CAGED BRAKES RUN LIGHTS TOW TO YARD TRACTOR TO TOW DOUBLES BACK
TO YARD

Tick#: 59122 DATE: 08/14/08 TIME: 05:54 USER: BARBARA
NOTE:
TRACTOR 74508;

ITEMIZATION OF CHARGES

TOW TICK.#: 59122

PAGE 2

DESCRIPTION	RATE	HOURS/ MILES	AMOUNT
HD WRECKER	350.00	4.00	1,400.00
HD WRECKER	350.00	4.00	1,400.00
LABOR TO PERFORM RECOVERY	300.00	4.00	1,200.00
TRACTOR SERVICE HEAVY DUTY	350.00	4.00	1,400.00
FLAT BED FOR DEBRIS	225.00	4.00	900.00
HD WRECKER	375.00	1.00	375.00

TOTAL ITEMIZED CHARGES 6,675.00

SEE PAGE 1 FOR BALANCE DUE

ITEMIZATION OF CHARGES

TOW TICK.#: 105966

PAGE 2

DESCRIPTION	RATE	HOURS/ MILES	AMOUNT
HD WRECKER	250.00	4.50	1,125.00
HD WRECKER	250.00	4.50	1,125.00
HD FLAT BED FOR DEBRIS	150.00	4.50	675.00
FLAT BED FOR DEBRIS	125.00	4.50	562.50
FLAT BED FOR DEBRIS	125.00	4.50	562.50
FLAT BED FOR DEBRIS	125.00	4.50	562.50
LANDOLL 40 TON RIGGING TRAILER	250.00	4.50	1,125.00
RECOVERY SERVICE TRUCK	225.00	4.50	1,012.50
SKID STEER	225.00	2.00	450.00
LABOR RECOVERY \$95X11 MEN X 4.5 HRS	1045.00	4.50	4,702.50
DISPOSAL OF LOAD	1250.00	1.00	1,250.00
LABOR DISP LOAD @BL YARD 3MENX3HRX\$95	285.00	3.00	855.00
FRONT END LOADER	225.00	3.00	675.00
SUPERVISOR	125.00	4.50	562.50

TOTAL ITEMIZED CHARGES 15,245.00

SEE PAGE 1 FOR BALANCE DUE

B & L TOWING
 500 MILIK STREET
 CARTERET, NJ 07008
 (732) 541-0100 FAX (732) 541-8779

TOW TICK.#: 137894 DATE: 11/16/08 PAGE 1

YEAR	: 1995	CALLER	:
MAKE	: WARRINGTON	PHONE	:
MODEL	:	NAME	: U HAUL
STYLE	: TRAILER	ADDRESS	: Rt 1 & sip ave
COLOR	:	CITY	: jersey city nj
V.I.N.	:	STATE	: NJ
LICENSE #	: 373KGR	EXP:	
STATE	: CO	ZIP	: -
ODOMETER	:	HOME PHONE	: - -
REASON	: OVERTURNED	WORK PHONE	: - - X
PO #	:	CASH VALUE	: \$0.00
UNIT#	:	SALE/AUCT#	:
AID#	:	SALE DATE	:
TRAILER#	:	CALL#	:
PERMIT#	:	STATUS	:
MEMBERSHIP #	:	MEMBER EXP.	:

DRIVER	: *	NEED RELEASE:	N
TRUCK #	: *	RELEASE DATE:	11/20/08 TIME:
TYPE OF TOW	: HEAVY DUTY	RELEASE #	:
REQUESTED BY:	NJ TURNPIKE (RECOVERY O	RELEASED TO	:
LOCATION	: 86 SI	SIGNED	:
DESTINATION	: MIST	TIME DISPTCH:	21:41
TIME OF CALL:	21:36	HOOK TIME	: 01:17
ARRIVAL TIME:	22:42	COMPL TIME	: 02:11
DROP TIME	: 02:11	HOURLY RATE	: \$0.00
TOTAL HOURS	: 3.48		

B & L TOWING OFFERS 24 HOUR SERVICE

HEAVY DUTY TRUCK REPAIR AND ROAD SERVICE	TOWING	:\$	0.00
HEAVY DUTY RECOVERY AND LOAD SHIFTS TRANS LOAD	DOLLY	:\$	0.00
*****	LABOR	:\$	760.00
B&L ALSO BUYS ANY TRUCK WRECKED OR RUNNING	WINCH	:\$	0.00
	MISC	:\$	0.00
BEG. MILE:	END. MILE:	TOTAL MILES:	RATE:
0	0	0	\$ 0.00 PER =
0	0	0	\$ 0.00 PER =
DATE IN:	DATE OUT:	TOTAL DAYS:	RATE:
11/16/08	11/19/08	4.0	\$75.00 PER =
			2ND TOW :\$ 0.00
			UNL MILE:\$ 0.00
			LD MILE :\$ 0.00
			DISCOUNT:\$ 0.00
			SUBTOTAL:\$ 760.00
			STORAGE :\$ 300.00
			PAYOUT :\$ 0.00
			TAX :\$ 74.20
			TOTAL :\$ 3,534.20
			AMT PAID:\$ 3,534.20
			BAL DUE :\$ 0.00

BILLED TO:
 PRIVATE CUSTOMER

ITEMIZATION OF CHARGES

TOW TICK.#: 137894

PAGE 2

DESCRIPTION	RATE	HOURS/ MILES	AMOUNT
60 TON ROTATING BOOM TO CRANE OFF GUARD	450.00	4.00	1,800.00
RAIL & ONTO FLATBED	0.00	0.00	0.00
HD FLATBED TO TRANSPORT TRAILER TO B&L	150.00	4.00	600.00
YARD CRANE OFF FB AXLE DESTROYED	0.00	0.00	0.00
LABOR TO PERFORM RECOVERY	190.00	4.00	760.00

TOTAL ITEMIZED CHARGES 3,160.00

SEE PAGE 1 FOR BALANCE DUE

Sean w Cody Sr
104 Midstream pl
Lincroft NJ 07738
732-904-2894

Resume of Sean Cody Sr

Sean Cody Sr.

Operator

Towing and Recovery operator owner

Experience

1978-1992

Taylor Recovery Towing & Storage. Red Bank NJ

Owner/Operator

- Increased company share in towing recovery industry
- Company grew to 1 million in sales

1989- Present

B and L Tire Service Inc.

Carteret NJ

President/owner operator

- Increased sales and gained contracts
- Increased fleet to 33 pieces of equipment.
- Heavy recovery and towing expert over 1000 major recovery incidents to date
- Truck crane rigging certified expert
- Hazmat safety training OSHA and EPA requirements
- Forklift and heavy equipment certified operator

[Redacted]

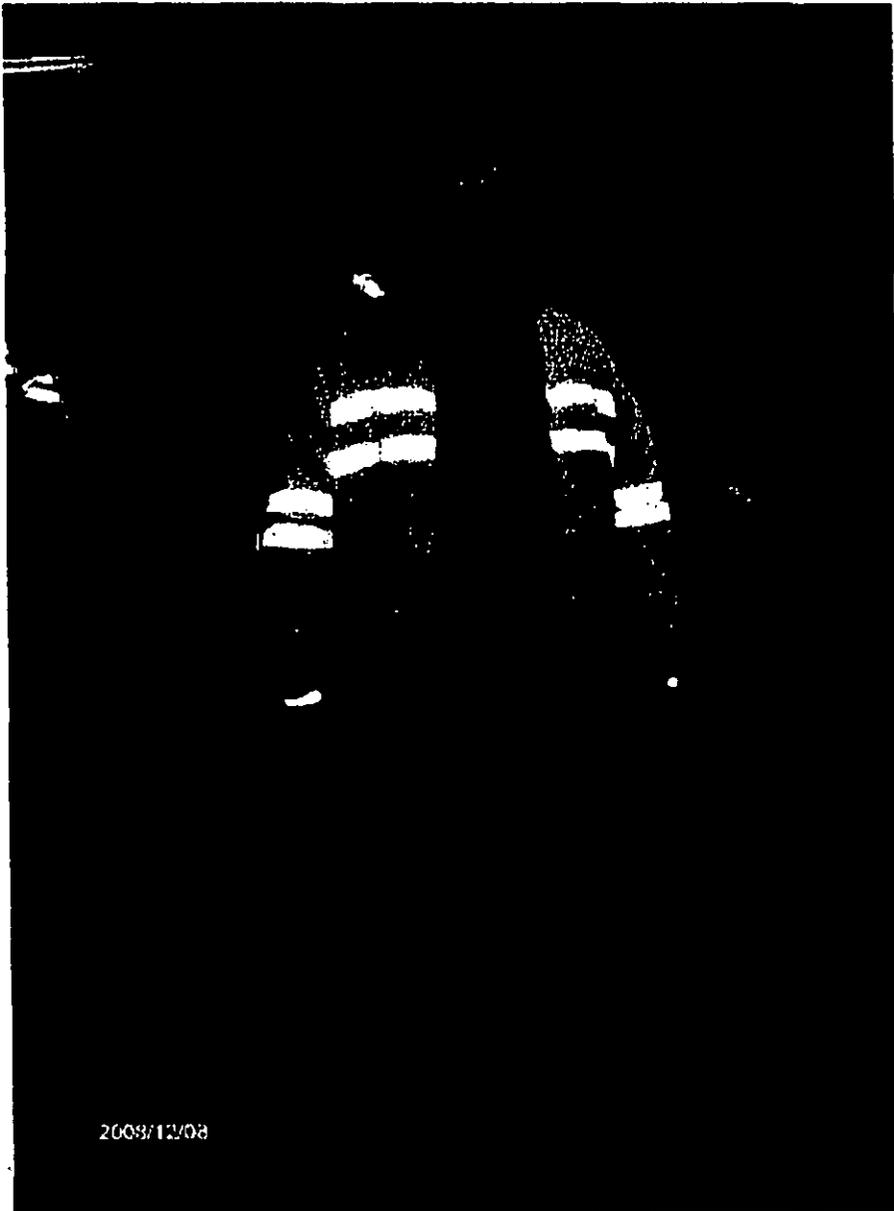
[Redacted]

[Redacted]



**TABLE OF CONTENTS ATTACHMENT E EXHIBITS
ADDED INFORMATION FOR B&L TIRE SERVICE INC.**

- 1. PICTURE OF UNIFORMED DRIVER**
- 2. REPORT SAMPLES PRE TRIP INSPECTIONS**
- 3. PICTURE STAMPED CHAINS AND STRAP**
- 4. COPY OF 3 REPORTS FROM COMPUTER SYSTYEM**
- 5. COPY OF RECEIPT FROM TOWING ASSOCIATION**
- 6. EXHIBIT F: PROPOSER REFERENCE SHEETS**
- 7. EXHIBIT G :TOWING /RECOVERY TRUCKS AND
EQUIPMENT LIST SUBMITTAL**
- 8. EXHIBIT H:IMPOUND FACILITIES**
- 9. EXHIBIT K: CERTIFIED ENVIROMENTAL PREFERABLE
PRACTICES OF B&L TIRE SERVICE INC.**
- 10.ADITIONAL RATE SHEET FOR EQUIPMENT NOT LISTED
IN RFP**



2009/12/08

Driver's Vehicle Inspection Report

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

CARRIER: _____

ADDRESS: _____

DATE: _____ TIME: _____ A.M. _____ P.M.

Check any Defective Item and Give Details Under "Remarks"

TRACTOR/TRUCK #: _____ ODOMETER READING: _____

- | | | |
|---|--|--|
| <input type="checkbox"/> Air Compressor | <input type="checkbox"/> Horn | <input type="checkbox"/> Starter |
| <input type="checkbox"/> Air Lines | <input type="checkbox"/> Lights | <input type="checkbox"/> Steering |
| <input type="checkbox"/> Battery | Head - Stop | <input type="checkbox"/> Tachograph |
| <input type="checkbox"/> Body | Tail - Dash | <input type="checkbox"/> Tires |
| <input type="checkbox"/> Brake Accessories | Turn Indicators | <input type="checkbox"/> Tire Chains |
| <input type="checkbox"/> Brakes, Parking | <input type="checkbox"/> Mirrors | <input type="checkbox"/> Transmission |
| <input type="checkbox"/> Brakes, Service | <input type="checkbox"/> Muffler | <input type="checkbox"/> Wheels and Rims |
| <input type="checkbox"/> Clutch | <input type="checkbox"/> Oil Pressure | <input type="checkbox"/> Windows |
| <input type="checkbox"/> Coupling Devices | <input type="checkbox"/> Radiator | <input type="checkbox"/> Windshield Wipers |
| <input type="checkbox"/> Defroster/Heater | <input type="checkbox"/> Rear End | <input type="checkbox"/> Other |
| <input type="checkbox"/> Drive Line | <input type="checkbox"/> Reflectors | |
| <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 and Fuses | |
| <input type="checkbox"/> Fuel Tanks | Spare Seal Beam | |
| <input type="checkbox"/> Generator | <input type="checkbox"/> Suspension System | |

TRAILER(S) #'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 (King) Pin | <input type="checkbox"/> Roof | <input type="checkbox"/> Other |
| <input type="checkbox"/> Doors | <input type="checkbox"/> Suspension System | |

Remarks: _____

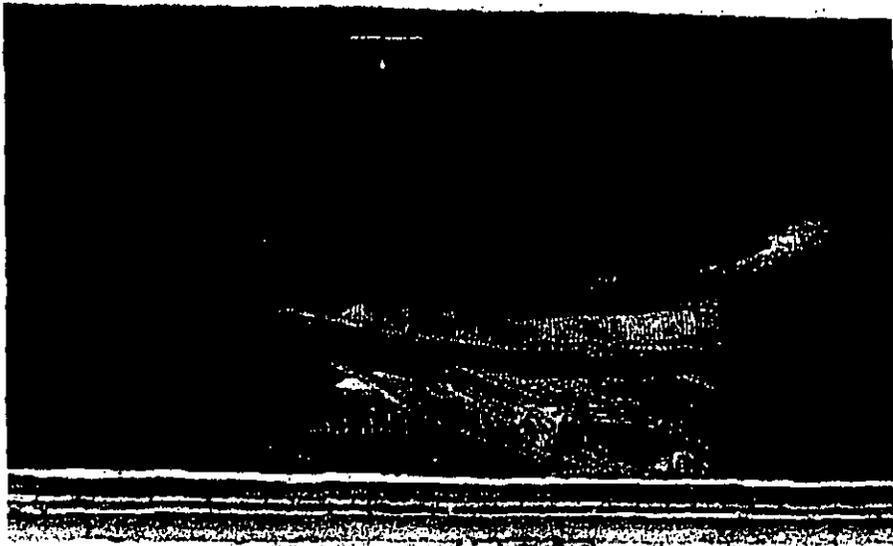
CONDITION OF THE ABOVE VEHICLE IS SATISFACTORY

Driver's Signature: _____

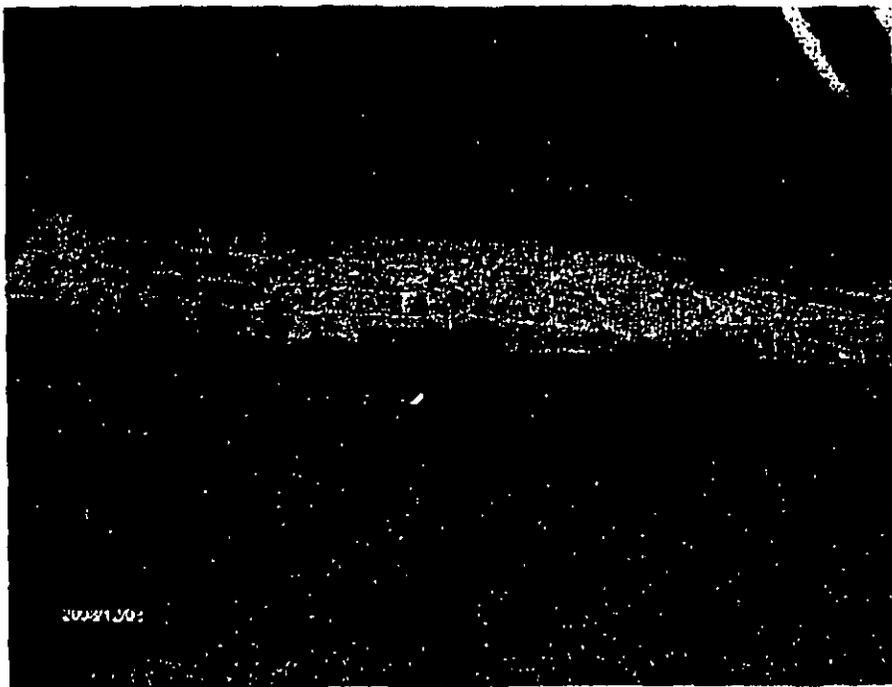
ABOVE DEFECTS CORRECTED

ABOVE DEFECTS NEED NOT BE CORRECTED FOR SAFE OPERATION OF VEHICLE

DRIVER'S SIGNATURE	DATE	MECHANIC'S SIGNATURE	DATE
--------------------	------	----------------------	------



00001000



00001000

12/05/08

SALES BY REQUESTED BY
FROM: 08/01/08 TO: 10/01/08

PAGE 01

TICK #	DATE	TR	YR	MAKE	NET TOW	LABOR	WINCH	MILEAGE	OTHER
--------	------	----	----	------	---------	-------	-------	---------	-------

REQUESTED BY: CARTERET PD

36271	08/06/08	160	99	VOLV	350.00	125.00	0.00	0.00	150.00
39597	08/29/08	147	08	TOYO	80.00	0.00	0.00	0.00	0.00
24648	09/01/08	160	00	MITS	75.00	0.00	0.00	0.00	0.00
36130	09/03/08	139	96	FORD	75.00	0.00	0.00	0.00	0.00
52159	09/03/08	147	97	LINC	75.00	0.00	0.00	0.00	0.00
56262	09/06/08	131	06	LINC	125.00	0.00	60.00	0.00	0.00
N57196	09/06/08	131			0.00	0.00	0.00	0.00	0.00
23922	09/07/08	131	96	MAZD	0.00	0.00	0.00	0.00	60.00
23924	09/07/08	131	03	TOYO	75.00	0.00	0.00	0.00	0.00
48181	09/26/08	105	98	FORD	85.00	0.00	0.00	0.00	0.00
52795	09/29/08	155	93	INTE	350.00	85.00	0.00	0.00	0.00

TOTALS:					1290.00	210.00	60.00	0.00	210.00
TOTAL TOWS:			11						

NOTE: "OTHER" includes DOLLY, 2ND TOW, MISC, and USER DEFINED charges.

FINAL TOTALS:

TOWING CHARGE:	1,290.00
LABOR CHARGE :	210.00
WINCH CHARGE :	60.00
MILEAGE CHARGE:	0.00
OTHER CHARGES :	210.00
TOTAL CHARGES :	1,770.00
TOTAL TOWS :	11

Sample of computer
generated
Tow Service Request
by agency

SORTED BY CALL TIME

DATE	CALL #	ZONE	CALL	DISP	ARRIV	COMPL	DR	REQBY	REASON	CLEARED BY
DATE	CALL #	ZONE	CALL	DISP	ARRIV	COMPL	DR	REQBY	REASON	
12/01	58837		10:45	10:45	11:23	12:03	JKE	GSP11	TIRE CHANGE	TRACY
12/04	58891		10:45	10:45	11:22	15:38	DH	LP	SALVAGE	TRACY
12/06	58918		10:46	10:47	11:11	12:53	DH	NJTM12	IMPOUND	KIM
12/03	58872		10:55	10:56	11:20	11:54	JKE	GSP11	TIRE CHANGE	TRACY
12/07	58935		11:04	11:05	11:18	12:02	JMC	GSP11	IMPOUND	KIM
12/01	58838		11:25	11:25	11:27	11:27	JKE	GSP11	MECHANICAL	TRACY
12/01	58839		11:44	12:03	12:58	17:50	BP	TCS	MECHANICAL	TRACY
12/05	58903		11:44	11:44	12:20	13:46	JKE	GSP12	TIRE CHANGE	TRACY
12/05	58904		11:53	11:54	12:20	13:49	JMC	GSP12	MECHANICAL	TRACY
12/01	58840		12:03	12:05	12:29	14:05	BW	GSP12	MECHANICAL	TRACY
12/01	58841		12:05	12:14	12:21	13:42	JKE	RPD	IMPOUND	TRACY
12/07	58936		12:05	12:06	12:06	19:33	JOS	GSP11	STANDBY	VANESSA
12/07	58937		12:11	12:13	12:38	15:45	BW	SPSOM	IMPOUND	KIM
12/01	58842		12:31	12:32	12:50	13:09	R	GSP12	TIRE CHANGE	TRACY
12/03	58873		12:36	13:10	13:10	15:56	DH	DI	TRANSPORT	TRACY
12/06	58919		12:49	12:49	13:05	15:32	JM	NJTR12	MECHANICAL	KIM
12/08	58953		12:49	12:58	12:58	15:26	DH	NJTR12	MECHANICAL	VANESSA
12/01	58843		12:51	13:11	13:22	13:38	DH	NJTM12	LOCK-OUT	TRACY
12/07	58938		12:51	12:52	13:09	15:50	JMC	P	MECHANICAL	KIM
12/01	58844		12:53	12:54	13:22	14:16	JMC	GSP11	MECHANICAL	TRACY
12/02	58857		13:30	13:41	14:24	16:10	BP	P	MECHANICAL	TRACY
12/05	58905		13:49	13:49	13:54	14:36	JMC	NJTR12	LOCK-OUT	TRACY
12/02	58858		14:01	14:23	14:02	07:43	DH	DI	TRANSPORT	TRACY
12/07	58939		14:09	14:10	14:22	15:52	JMC	GSP12	GAS CALL	KIM
12/03	58874		14:19	14:19	14:40	17:11	BW	GSP12	MECHANICAL	TRACY
12/03	58875		14:21	14:21	14:47	15:41	JMC	GSP12	ACCIDENT	TRACY
12/08	58954		14:22	14:23	14:25	18:35	JM	P	IMPOUND	VANESSA
12/02	58859		14:24	14:26	14:26	15:17	JMC	NJTM12	MECHANICAL	TRACY
12/05	58906		14:26	14:28	14:41	14:46	BW	GSP11	MECHANICAL	TRACY
12/01	58845		14:36	14:36	15:05	16:15	R	GSP11	TIRE CHANGE	TRACY
12/01	58846		14:37	14:38	15:05	16:07	DH	NJTR12	MECHANICAL	TRACY
12/03	58876		14:59	15:00	15:24	17:13	JKE	GSP12	IMPOUND	TRACY
12/06	58920		15:00	15:01	15:16	15:44	DH	NJTM12	MECHANICAL	KIM
12/04	58892		15:09	15:10	15:18	15:29	BW	NJTM12	MECHANICAL	TRACY
12/05	58907		15:26	15:27	15:33	16:28	JMC	NJTM12	MECHANICAL	TRACY
12/08	58955		15:29	15:29	15:50	18:43	JMC	NJTM12	MECHANICAL	VANESSA
12/03	58877		15:47	15:48	16:00	16:00	JMC	NJTM12	MECHANICAL	TRACY
12/03	58878		16:03	16:04	16:15	18:17	JMC	GSP12	MECHANICAL	TRACY
12/01	58848		16:09	16:11	16:11	16:11	R	P	MECHANICAL	TRACY
12/05	58908		16:12	16:13	13:21	08:36	BP	P	ACCIDENT	VANESSA
12/04	58893		16:56	16:57	17:40	19:24	K	P	MECHANICAL	VANESSA
12/07	58940		16:57	16:58	17:44	18:48	BW	GSP12	TIRE CHANGE	KIM
12/02	58860		17:02	17:03	17:09	17:36	JMC	NJTR12	MECHANICAL	TRACY
12/06	58921		17:02	17:03	17:32	19:17	JKE	NJTR12	MECHANICAL	BARBARA
12/07	58941		17:06	17:11	17:18	18:47	BW	GSP12	TIRE CHANGE	KIM
12/07	58942		17:11	17:12	17:31	18:52	JMC	SPSOM	FLAT TIRE	KIM
12/07	58943		17:13	17:13	17:30	18:11	JM	NJTM12	LACK OF FUNDS	KIM
12/01	58849		17:20	17:20	17:43	18:42	JOS	GSP11	MECHANICAL	TRACY
12/02	58862		17:39	17:41	17:47	18:27	JMC	NJTM12	MECHANICAL	TRACY
12/03	58879		17:40	17:40	17:50	18:27	JOS	NJTR12	IMPOUND	TRACY
12/05	58909		17:55	17:55	18:27	19:30	JOS	NJTR12	MECHANICAL	BARBARA
12/01	58850		17:59	17:59	18:13	19:48	DH	NJTM12	MECHANICAL	TRACY
12/03	58880		18:32	18:33	18:50	20:02	JOS	GSP12	MECHANICAL	TRACY
12/03	58881		18:38	18:39	18:50	19:47	R	NJTM12	MECHANICAL	TRACY

Exhibit F
PROPOSER REFERENCE FORM

Name of Proposer: B&L TIRE SERVICE INC / TA. B&L TOWING

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: Rahway Police

Address: ONE CITY HALL PLAZA RAHWAY NJ 07065

Contact Name and Title: OFF. WILLIAM OPLINGER

Phone and Fax Numbers of Contact: 732-827-2073 732-396-0660

Contract dates: SINCE 1993

Contract cost: N/A

Contract Type (Check All That Apply):
 General/Routine Towing Services
 Emergency Heavy Duty Towing Services
 Vehicle Impound Services

Description of work: ALL TOWING + RECOVERY INCLUDING
EXTRA HEAVY DUTY RECOVERY SERVICES.
CLEAN UP OF MAJOR ACCIDENTS
IMPOUND + ROUTINE LIGHT + HEAVY DUTY TOWING

Other Information (Optional):
1 CONTRACT ROUTINE TOWING + IMPOUND SERVICES
1 CONTRACT FOR EXTRA HEAVY DUTY + RECOVERY

Exhibit F
PROPOSER REFERENCE FORM

Name of Proposer: PAUL TIRE SERVICE INC T/A PAUL TOWING

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: NIJ STATE POLICE - SOMMERSVILLE BARRACKS

Address: RT 22/202 SOMMERSVILLE NJ 08876

Contact Name and Title: SGT. GOTT

Phone and Fax Numbers of Contact: 908-725-0107

Contract dates: SINCE 1993

Contract cost: NA

Contract Type (Check All That Apply):
 General/Routine Towing Services
 Emergency Heavy Duty Towing Services
 Vehicle Impound Services

Description of work: ALL TOWING + RECOVERY INCLUDING
EXTRA HEAVY DUTY RECOVERY SERVICES:
CLEAN UP OF MAJOR ACCIDENTS
IMPOUND + ROUTINE LIGHT + HEAVY DUTY
TOWING

Other Information (Optional):
2 CONTRACTS FOR ROUTINE TOWING + IMPOUND
2 CONTRACTS FOR EXTRA HEAVY DUTY RECOVERY

Exhibit F
PROPOSER REFERENCE FORM

Name of Proposer: B+L TIRE SERVICE INC TA B+L TOWING

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: WOODBRIDGE POLICE

Address: 1 MAIN ST WOODBRIDGE NJ 07095

Contact Name and Title: PAT KENNEDY

Phone and Fax Numbers of Contact: 732 634 7700

Contract dates: SINCE 1994

Contract cost: NA

Contract Type (Check All That Apply):
 General/Routine Towing Services
 Emergency Heavy Duty Towing Services
 Vehicle Impound Services

Description of work: ALL TOWING & RECOVERY INCLUDING EXTRA
HEAVY DUTY RECOVERY SERVICES
CLEAN UP OF MAJOR ACCIDENTS
IMPOUND & ROUTINE LIGHT & HEAVY DUTY
TOWING

Other Information (Optional):
1 CONTRACT ROUTINE TOWING & IMPOUND SERVICES
1 CONTRACT FOR EXTRA HEAVY DUTY & RECOVERY

EXHIBIT G
TOWING/RECOVERY EQUIPMENT INVENTORY SUBMITTAL

			EQUIPMENT LIST	
106	1990 CHEVY	J8BB4B1HAL7007680	RECOV SVC TRK	27
108	1998 FORD E350	1FDKE37H3THB04816	CUBE TYPE RD SVC TRUCK	22
109	1999 FORD E350	1FDWE37L0XHA78458	RD SVC TRUCK	26
				17
130	1998 INTERNATIONAL 4700	1HTSCABMBTH213227	CHEVRON 19' 2 CAR WIND WHEELIFT	25
131	1998 INTERNATIONAL 4700	1HTSCABM0WH560703	JERDAN 19' 2 CAR WIND WHEELIFT	27
132	2001 INTERNATIONAL	1HTSCABM01H356651	HOLMES 19' 2 CAR WIND WHEELIFT	38
				21
138	2003 INTERNATIONAL FLATBED	3HTMMAAM43N672796	2 CAR CARRIER 21' JERDAN #21RSB	46
137	1985 FORD	1FDXA90X1FVA67324	35 TON CHALLENGER W/NRC UNDEREACH	60
139	2004 ford f650	3fmx65B84v659512	FLATBED	48
142	1999 FORD F460	1FDXF47FZXECS206	VULCAN 880 WRECKER W/WHEELIFT	26
144	2003 FORD F460	1FDXF48P23EC31665	CENTURY AUTO LOADER WHEELIFT	44
146	2005 FORD F550	1FDAF67P26ED35348	VULCAN 882	62
150	1999 INTERNATIONAL 8100	2HSFHEAR3X0C036453	NRC 40 TON SLIDERW/45 TON UNDEREACH	180
155	1994 KENWORTH	2XKDD89X8RM625784	50 TON B&B H/D WRKR W/UNDEREACH	125
160	1997 PETERBILT	1XP5DB9XG5N381976	NRC 45 TON SLIDER W/45 TON UNDEREACH	165
165	1995 PETERBILT	1XP5DB9XG5N381976	DAYCAB W/FIFTH WHEEL	25
166	1994 PETERBILT 379	1XP5DB9X4RD343145	TRACTOR	25
175	2001 PETE 379	1XP5DB9X01D583483	ATAC 50 TON ROTATORW 50 TON UNDEREACH	275
106T	1987 LANDOLL	1LH317UJ0H1002922	48' TILT BED TRAILER	20
107T	1985 LANDOLL	1LA316UH86100268	48' TILT BED TRAILER	20
138	2003 INTERNATIONAL 4300	1HTMNAAK73H595043	FLATBED	49
145	2004 INTERNATIONAL FLATBED	1HTMMAAL14H615574	NRC 10 TON HD 2 CAR WIND WHEELIFT	66
40-101	1986 TALBERT TRAILER	40FWO4221T1012959	40 TON DETACHABLE LOWBOY	32
48-102	1991 GREAT DANE	1GRAA9621MB119402	48' REEFER TRAILER	12
80	1984 FORD 8000	1FDXK80W6FVA57634	35 TON CHALLENGER W/NRC UNDEREACH	55
				10
	1997 TOYOTA FORKLIFT		ALL TERRAIN 10000 LB	10
	1996 TCM FORKLIFT		ALL TERRAIN 10000 LB	21
	1990 TCI SHOOTING BOOM		ALL TERRAIN 16000 LB	15
	1998 SCAT TRAK	MF518	SKID STEER	36
	96 SAMSUNG WHEEL LOADER		4 YARD BUCKET	
	STOUGHTON 45' DUMP TRAILER			
	CASE 580		4X4 BACKHOE LOADER	
	INGERSOLL RAND LIGHT TOWER & GENSET			
	AIR CUSHION RECOVER UNIT		80,000 LB	

Exhibit G
TOWING/RECOVERY EQUIPMENT INVENTORY

Name of Proposer: BALL TIRE SERVICE INC T/A BALL TOWING

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: 1990

Make: CHEV

Model: SERVICE TRUCK

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

GVWR: 14000 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:

SERVICE TRUCK FOR RECOVERY OPERATIONS
EQUIPPED WITH AIR CUSHION RECOVERY SYSTEM.

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

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**Exhibit G
TOWING/RECOVERY EQUIPMENT INVENTORY**

Name of Proposer: PAUL TIRE SERVICE INC TA PAUL TOWING

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: F350

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

GVWR: 13,500

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:

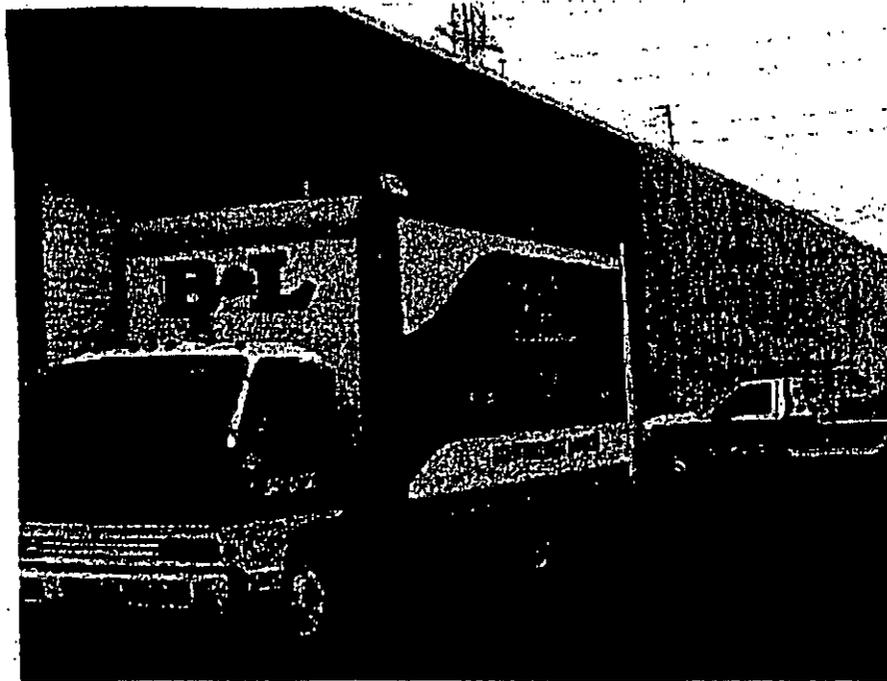
USED FOR RECOVERY, MECHANICAL ROAD CALLS, HYDRAUTIC
SPILLS, FUEL SPILL CLEAN UP.

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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* 106 Svc TRUCK 1990 Chevy

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**Exhibit G
TOWING/RECOVERY EQUIPMENT INVENTORY**

Name of Proposer: BAL TIRE SERVICE INC T/A BAL TOWING

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: FORD

Model: E350

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

GVWR: 17000 GCWR: _____

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

Description: _____

Lift and tow capacity (on-road) _____ pounds

Lift capacity (with outriggers or blocks) _____ pounds

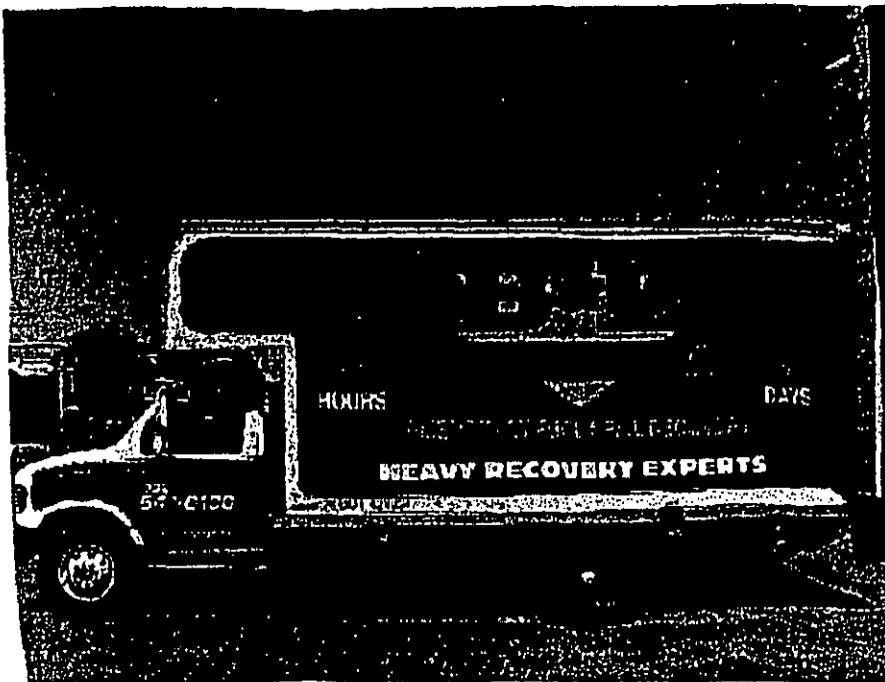
Additional features or capabilities:
Used in clean-up, Hazmat spills, Fuel Leaks

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

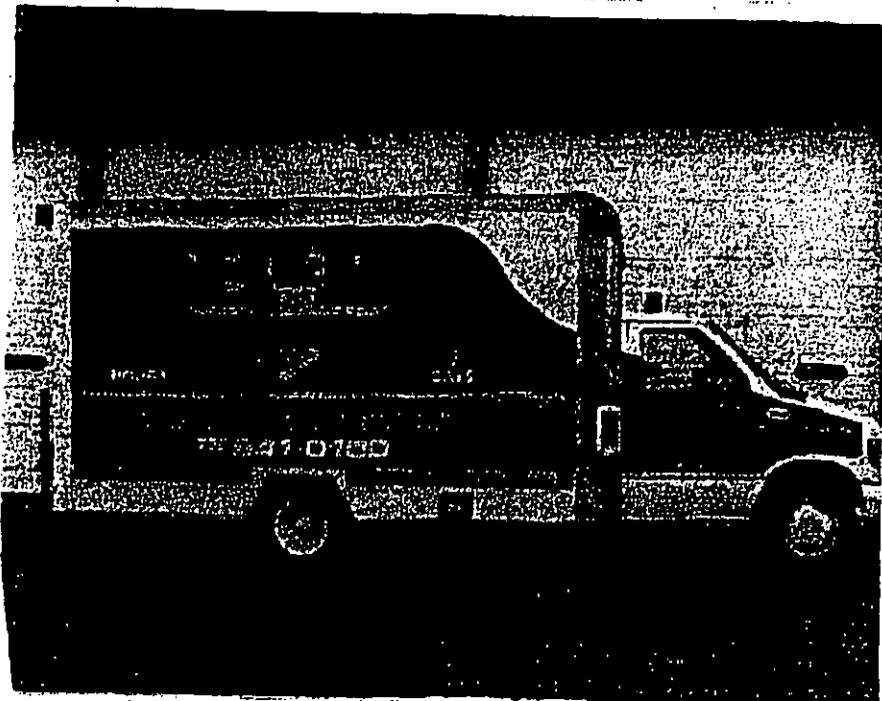
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#108
1996 FORD E350
Fuel Spill/Recovery
& Road Service
Truck

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

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109
1999 FORD E350
FUEL SPILL/RECOVERY
+
ROAD SERVICE TRUCK

130

**Exhibit G
TOWING/RECOVERY EQUIPMENT INVENTORY**

Name of Proposer: B+L TIRE SERVICE INC T/A B+L TOWING

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: INTERNATIONAL

Model: 4700

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

GVWR: 22000 GCWR: _____

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

Description: CHEVROLET 19' 2 CAR W/TWO WHEELIFT

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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#130

1996 INTERNATIONAL

4700 CHEVRON

2 CAR CARRIER

**Exhibit G
TOWING/RECOVERY EQUIPMENT INVENTORY**

Name of Proposer: B+L TIRE SERVICE INC I/A B+L TOWING

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: INTERNATIONAL

Model: H700

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

GVWR: _____ GCWR: _____

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

Description: JORDEN 19' 2 CAR W/ TWO WHEELIFT.

Lift and tow capacity (on-road) 9000 pounds

Lift capacity (with outriggers or blocks) _____ pounds

Additional features or capabilities:
Flatbed Car Carrier Fully Equipped.

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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#131
1996 INTERNATIONAL
H700 JORDAN
2 CAR CARRIER

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**Exhibit G
TOWING/RECOVERY EQUIPMENT INVENTORY**

Name of Proposer: Paul Fire Service Inc TRA Paul Towing

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: _____

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

GVWR: 18000 GCWR: _____

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

Description: HOLMES 19' 2 CAR W/ TWO WHEEL LIFT

Lift and tow capacity (on-road) 9000 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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#132
2001 INTERNATIONAL
HOLMES 19'
2 CAR W/IND.
WHEELIFT

136

**Exhibit G
TOWING/RECOVERY EQUIPMENT INVENTORY**

Name of Proposer: PAUL TIRE SERVICE INC TA PAUL TOWING

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: 4300

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

GVWR: 26500

GCWR: _____

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

Description: 2 CAR CARRIER 21' JORDAN #21 RSP

Lift and tow capacity (on-road) 9000 pounds

Lift capacity (with outriggers or blocks) _____ pounds

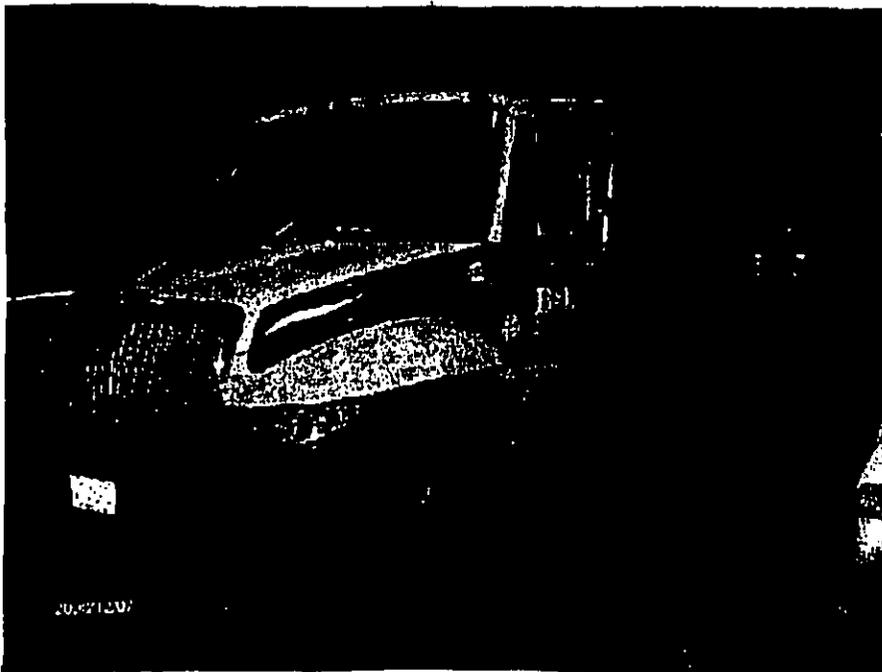
Additional features or capabilities:
FULLY EQUIPPED FOR FLATBED CARRIERS

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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#136

2003 INTERNATIONAL
H300

2 CAR CARRIER

21' JORDAN #21RSB

137

**Exhibit G
TOWING/RECOVERY EQUIPMENT INVENTORY**

Name of Proposer: Bob L TIRE SERVICE Inc T/A Bob L TOWING

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: 1985

Make: FORD

Model: _____

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

GVWR: 5000

GCWR: 8000

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

Description: 40 TON CHALLENGER w/NRC UNDERCATCH

Lift and tow capacity (on-road) 8000 pounds

Lift capacity (with outriggers or blocks) 80000 pounds

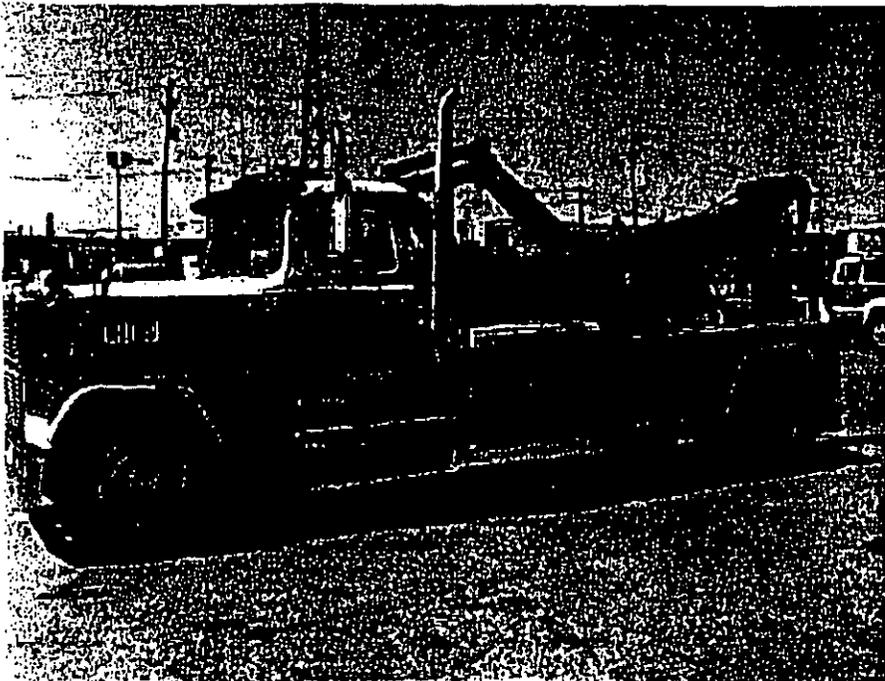
Additional features or capabilities:
Heavy DUTY Undercatch/CRANE WHEELS

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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#137
1985 FORD HOT TOW
CHALLENGER CRANE
WRECKER w/UNDERREACH

**Exhibit G
TOWING/RECOVERY EQUIPMENT INVENTORY**

Name of Proposer: BULL TIRE SERVICE INC I/A BULL TOWING

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: 4300

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

GVWR: 17,900 GCWR: _____

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

Description: 2 Cab Carrier Flatbed wrecker

Lift and tow capacity (on-road) 9000 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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2003 INTERNATIONAL

H300 2 CAR CARRIER

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**Exhibit G
TOWING/RECOVERY EQUIPMENT INVENTORY**

Name of Proposer: Bob Tire Service Inc T/A Bob Towing

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: F650

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

GVWR: 18000 GCWR: _____

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

Description: Fully Equipped 2 car carrier

Lift and tow capacity (on-road) _____ pounds

Lift capacity (with outriggers or blocks) _____ pounds

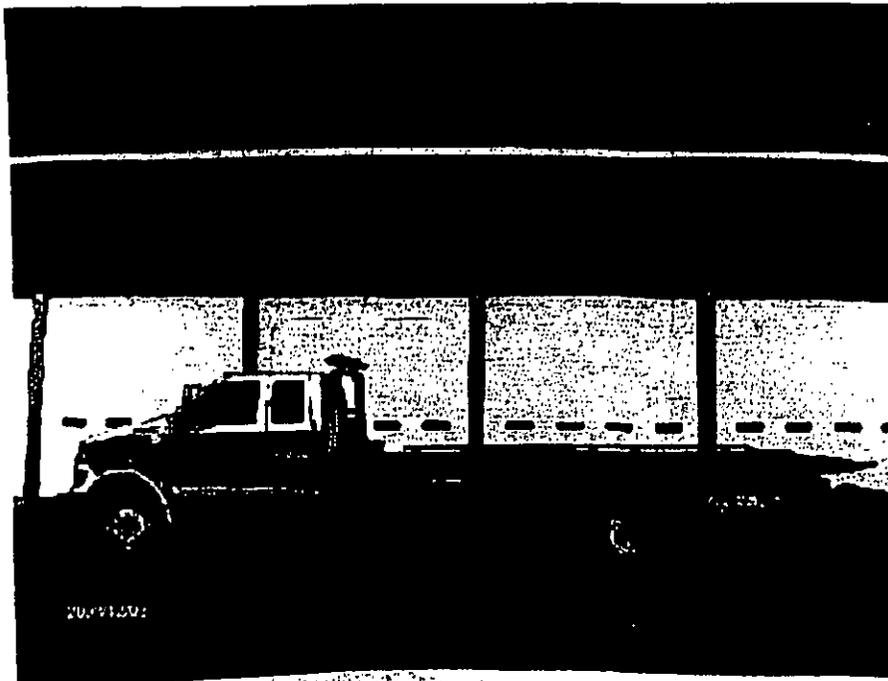
Additional features or capabilities:

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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#139

2004 FORD F650

FLATBED

142

**Exhibit G
TOWING/RECOVERY EQUIPMENT INVENTORY**

Name of Proposer: BUL TREE SERVICE INC T/A B+L TOWING

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: FORD
Model: F450

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

GVWR: 15000 GCWR: _____

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

Description: VULCAN 850 WRECKER W/ WHEELIFT

Lift and tow capacity (on-road) 10,000 pounds
Lift capacity (with outriggers or blocks) 10,000 pounds

Additional features or capabilities:
Light duty wheel lift wrecker, crane.
With 2 line dual winching 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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#142
1999 FORD F450
VULCAN 880 WRECKER
W/ WHEELIFT

144

**Exhibit G
TOWING/RECOVERY EQUIPMENT INVENTORY**

Name of Proposer: BUL TIRE SERVICE INC 1A Bul TOWING

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: F450

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

GVWR: 18000

GCWR: _____

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

Description: CENTURY AUTO LOADER WHEEL LIFT

Lift and tow capacity (on-road) 10000 pounds

Lift capacity (with outriggers or blocks) 10000 pounds

Additional features or capabilities:

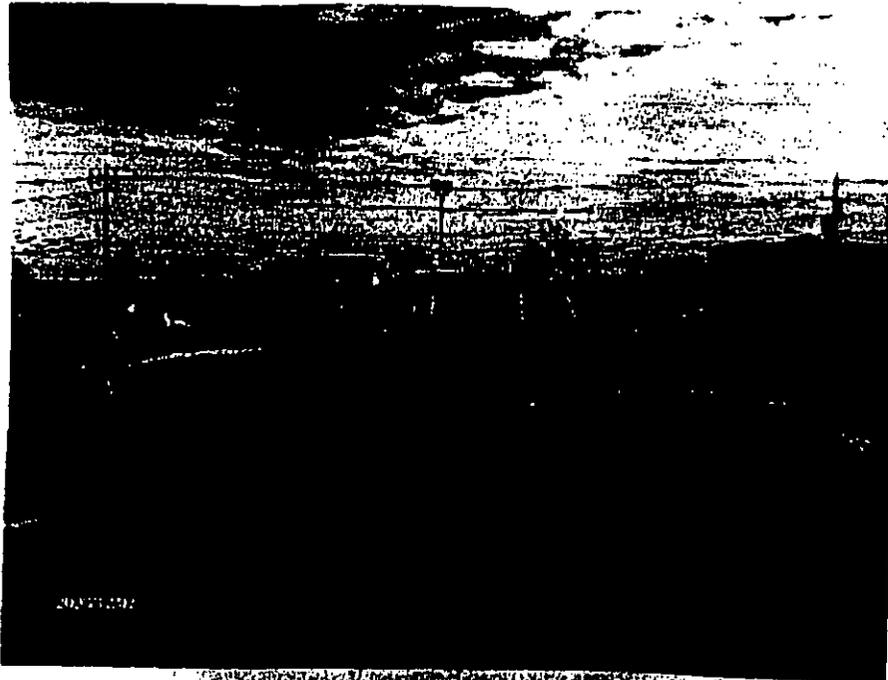
WHEEL LIFT TOW TRUCK WITH SELF LOADER ASSY.

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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#144
2003 FORD F450
CENTURY AUTO LOADER
WHEELIFT

146

**Exhibit G
TOWING/RECOVERY EQUIPMENT INVENTORY**

Name of Proposer: Ball Tire Service Inc I/A Ball Towing

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: VOLVO
Model: V550

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

GVWR: 19000 GCWR: _____

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

Description: VULCAN 85V TWIN WINCH RECOVERY BOOM
W/REAR WHEEL LIFT ASSY.

Lift and tow capacity (on-road) 10000 pounds

Lift capacity (with outriggers or blocks) 10000 pounds

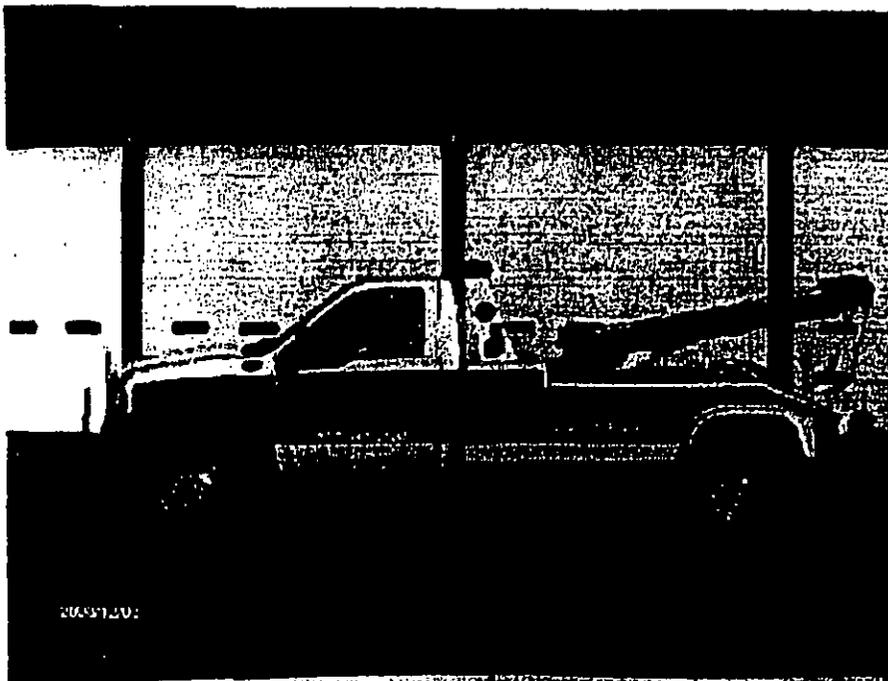
Additional features or capabilities:
FULLY EQUIPPED FOR TIRE CHANGE, GAS, TOWING
AND RECOVERY.

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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#146
2005 FORD F550
NULCAN 882

20051201

150

**Exhibit G
TOWING/RECOVERY EQUIPMENT INVENTORY**

Name of Proposer: Pal Tire Service Inc / Pal Towing

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: 8100

Axle Configuration (e.g. 4x4, 6x4): 3 X 3 tandem.

GVWR: 54000 GCWR: 80000

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

Description: NRC 45 TON SLIDER W/ 45 TON UNDERPICK

3 stage Recovery Boom Full equipped for Heavy towing
Up to 125,000 lbs and Recovery/Uprighting of tractors trailers

Lift and tow capacity (on-road) 125000^{lb} pounds

Lift capacity (with outriggers or blocks) 45 ton. pounds

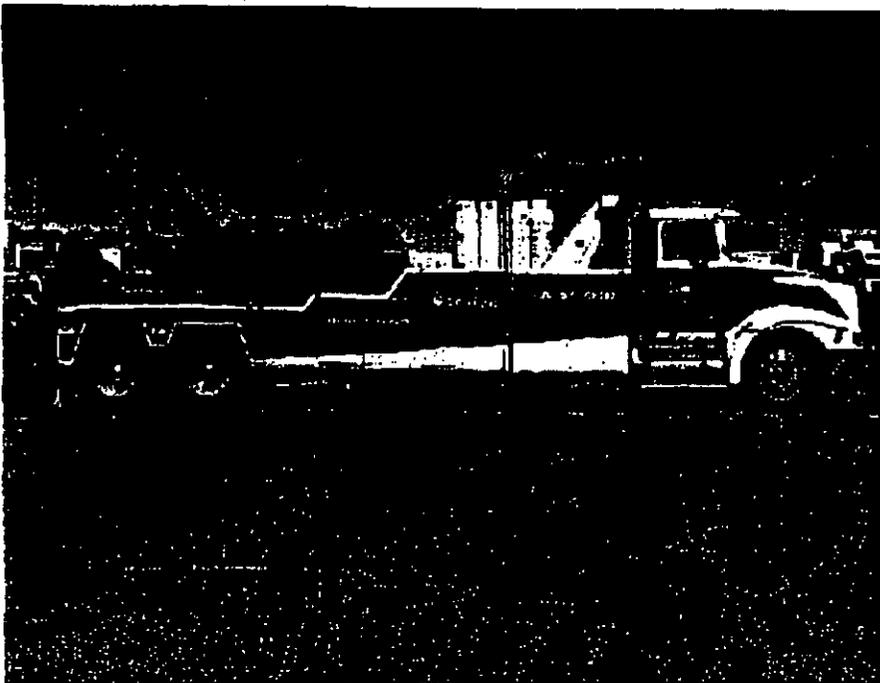
Additional features or capabilities:
Equipped for mechanical + h2 met.

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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#158

1991 INTERNATIONAL
8100 NRC 45 TON
SLIDER CRANE
W/45 TON UNDERREACH

155

Exhibit G
TOWING/RECOVERY EQUIPMENT INVENTORY

Name of Proposer: 24 TIRE SERVICE INC T/A 24L TOWING

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: 1994

Make: KENWORTH

Model: _____

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

GVWR: 54,000

GCWR: 80000

Type Tow Truck Wheel-lift Tow Truck
 Flatbed Tow Truck Other: Heavy Duty

Description: 50 TON BAB HD crane/welder w/under reach.

Lift and tow capacity (on-road) 125,000 pounds

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

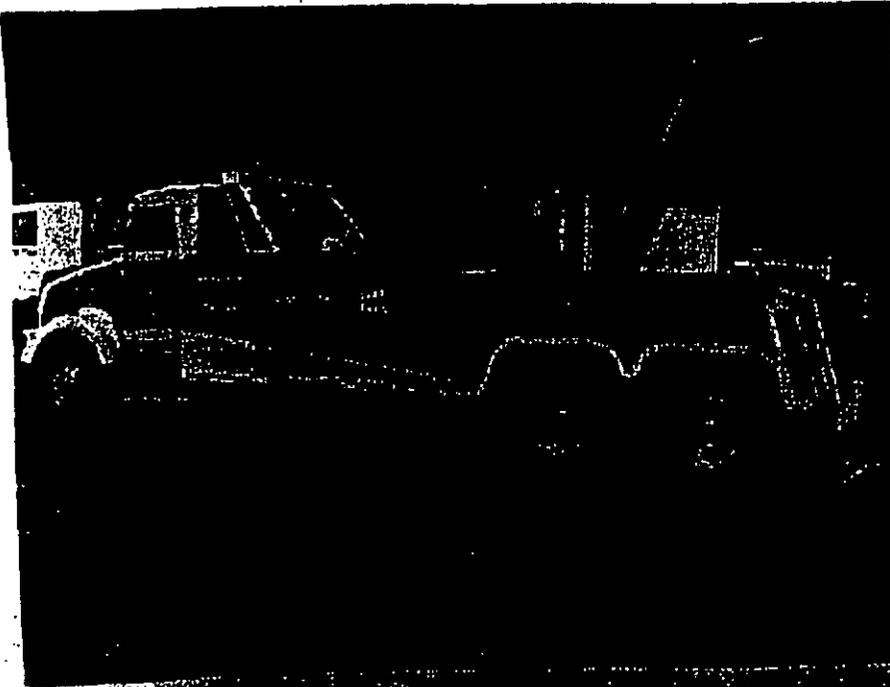
Additional features or capabilities:

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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155
1994 KENWORTH
58 TON WRECKER
CRANE W/UNDERREACH

160

**Exhibit G
TOWING/RECOVERY EQUIPMENT INVENTORY**

Name of Proposer: BUL TIRE SERVICE INC T/A BUL TOWING

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: PETERBILT

Model: _____

Axle Configuration (e.g. 4x4, 6x4): 3 X 3 tandem.

GVWR: 8 GCWR: _____

Type Tow Truck Wheel-lift Tow Truck
 Flatbed Tow Truck Other: Recovery/crane/wrecker

Description: 45 ton MRC sliding crane/wrecker

Lift and tow capacity (on-road) _____ pounds

Lift capacity (with outriggers or blocks) _____ pounds

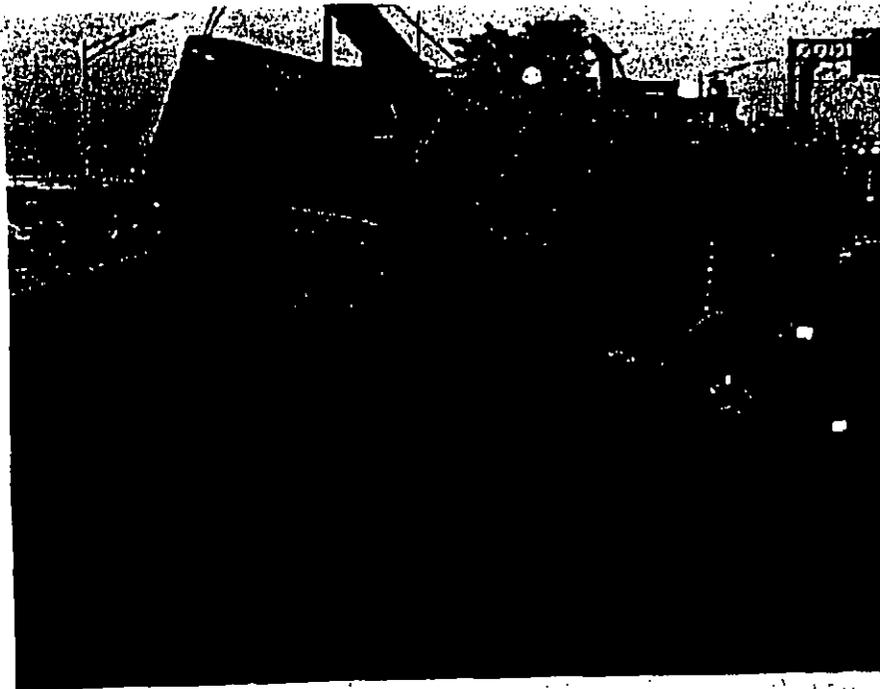
Additional features or capabilities:
fully Equipped for towing recovery + up lifting
for trucks + trailers

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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#160
1997 PETERBILT
NRC 45 TON
SLIDER CRANE
W/ UNDERCATCH

165

**Exhibit G
TOWING/RECOVERY EQUIPMENT INVENTORY**

Name of Proposer: Ball Tire Service Inc. aka Ball Towing

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: PETERBILT

Model: 379 + tractor

Axle Configuration (e.g. 4x4, 6x4): 3 X 3 tandem axle.

GVWR: 54000 GCWR: 80000

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

Description: Fully ^{equipped} pulling trailers empty or loaded.

Lift and tow capacity (on-road) 80000 pounds

Lift capacity (with outriggers or blocks) 80000 pounds

Additional features or capabilities:
Equipped with PTO Pump + Fifth Wheel

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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#165
1995 PETERBILT 379
TANDEM AXLE TRACTOR
w/STEERABLE PTO
HYDRAULIC PUMP

166

Exhibit G
TOWING/RECOVERY EQUIPMENT INVENTORY

Name of Proposer: BULL TIRE SERVICE INC TRAILER TOWING

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: 1994

Make: PETERBILT

Model: 379

Axle Configuration (e.g. 4x4, 6x4): 3 X 3

GVWR: 34000 GCWR: 90000

Type Tow Truck Wheel-lift Tow Truck
 Flatbed Tow Truck Other: TRACTOR tandem axle.

Description: tandem tractor w/ fifth wheel and PTO Hydraulic Pump, Air Ride Suspension

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

Lift capacity (with outriggers or blocks) _____ pounds

Additional features or capabilities:
Used to haul trailers loaded or empty
9/50 to pull out fleet of lowboy trailers

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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#166

1994 PETERBILT 379
TRACTOR w/5TH WHEEL
& HYDRAULIC PUMP



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**Exhibit G
TOWING/RECOVERY EQUIPMENT INVENTORY**

Name of Proposer: BUL TIRE SERVICE INC I/A BUL TOWING

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): A X A + tri-axle wrecker

GVWR: 90000

GCWR: 90000

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

Description: 60 ton Rotating Crane/Wrecker

Lift and tow capacity (on-road) 15000 pounds

Lift capacity (with outriggers or blocks) 120,000 pounds

Additional features or capabilities:

Fully equipped for towing + recovery

Rotator Wrecker / Crane

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

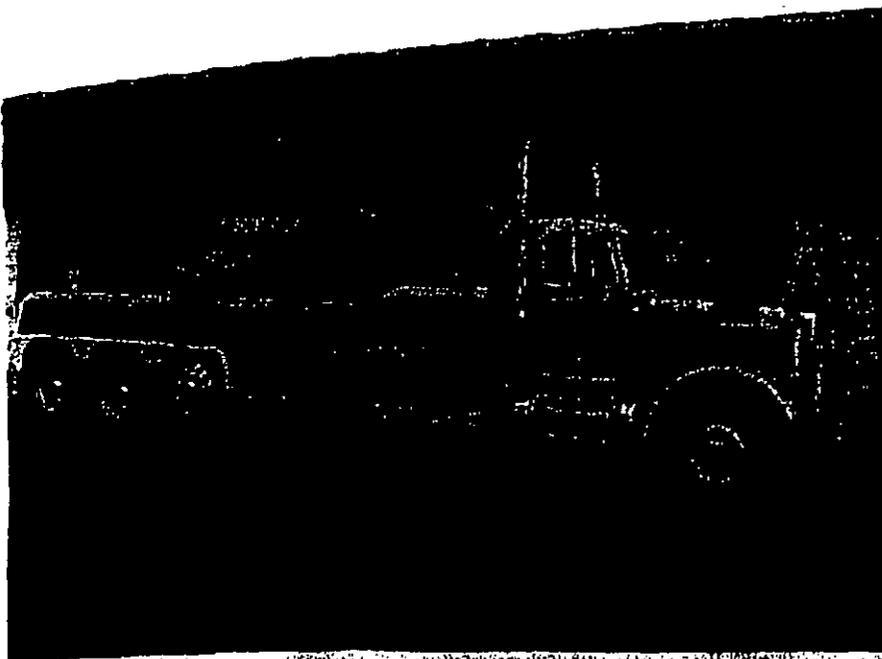
Type I: Passenger Vehicle up to 4,500 lbs
(Motorcycles, Cars, SUV's, Mini-vans)

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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#175
2001 PETERBILT
CRANE WRECKER
60 TON

106T

**Exhibit G
TOWING/RECOVERY EQUIPMENT INVENTORY**

Name of Proposer: B&L TIRE SERVICE INC T/A B&L TOWING

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: 1987

Make: LANDOLL

Model: Landoll H41011

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

GVWR: _____

GCWR: _____

Type Tow Truck Wheel-lift Tow Truck
 Flatbed Tow Truck Other: Flatbed Trailer w/ winch ^{20,000 lb}

Description: 48' TILT BED TRAILER

Lift and tow capacity (on-road) 50,000 pounds

Lift capacity (with outriggers or blocks) _____ pounds

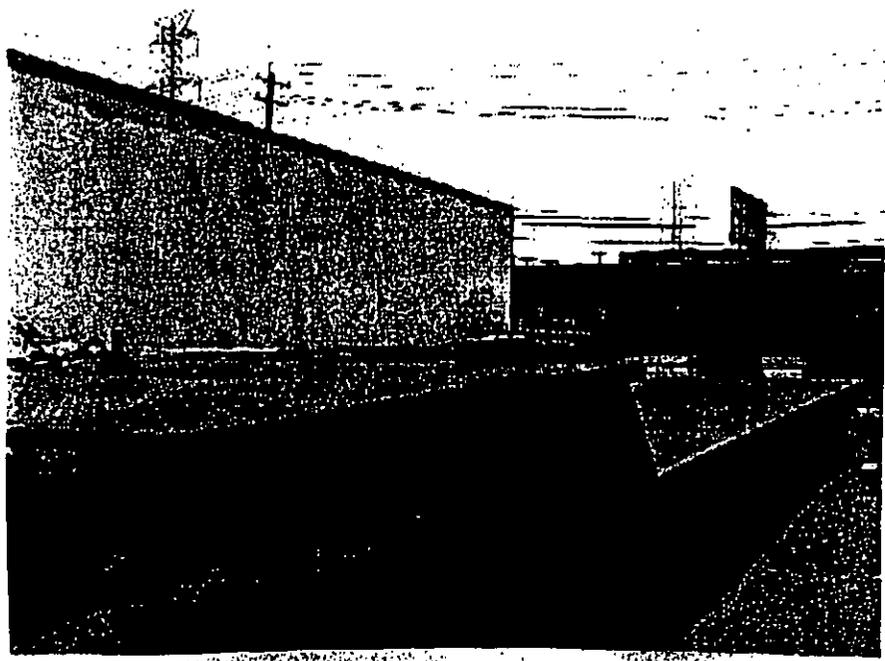
Additional features or capabilities:
with surge of 40-45 of deck space

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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#106T
1987 LAUDOLL
48' TILT BED
TRAILER

1071

**Exhibit G
TOWING/RECOVERY EQUIPMENT INVENTORY**

Name of Proposer: Ball Tire Service Inc. / Ball Towing

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: 1985

Make: LANDOLL

Model: 48 Hgv-oll Trailer low boy

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

GVWR: _____ GCWR: _____

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

Description: 48' TILT BED TRAILER w/ 20000 lb Winch

Lift and tow capacity (on-road) 8000 pounds

Lift capacity (with outriggers or blocks) _____ pounds

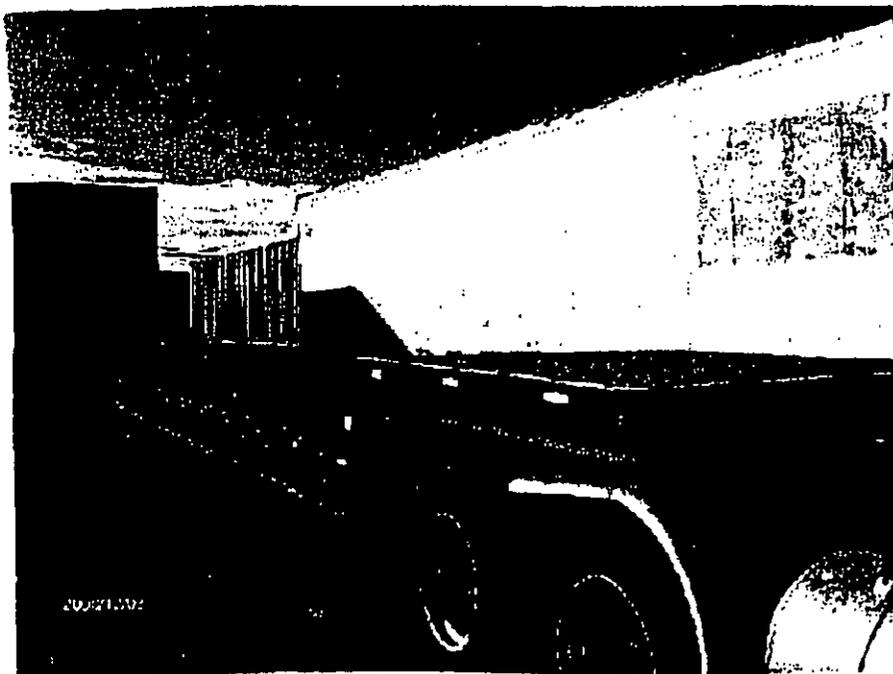
Additional features or capabilities:
45 Foot loading Bays

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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107T
LANDOLL 1985
48' TILT BED
TRAILER w/ 20,000 LB
WINCH

145

**Exhibit G
TOWING/RECOVERY EQUIPMENT INVENTORY**

Name of Proposer: Paul Tire Service Inc T/A Paul Towler

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: INTERNATIONAL

Model: 4300

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

GVWR: 30000

GCWR: _____

Type Tow Truck Wheel-lift Tow Truck
 Flatbed Tow Truck Other: Heavy Duty Carrier

Description: Heavy Duty Flatbed Carrier For hauling heavier vehicles and light trucks.

Lift and tow capacity (on-road) 15000 pounds

Lift capacity (with outriggers or blocks) 15000 pounds

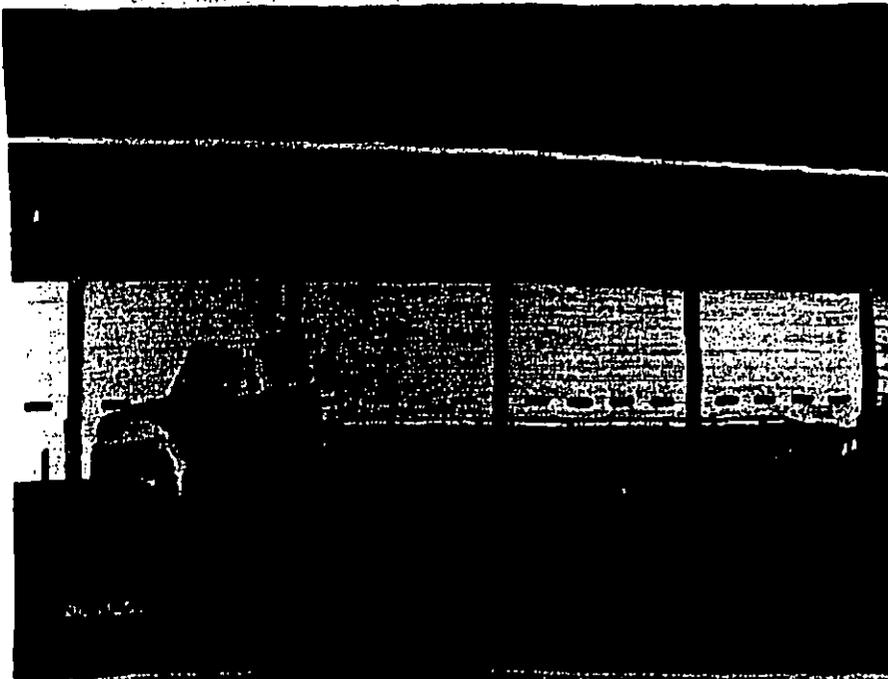
Additional features or capabilities:
Excellent For hauling heavier loads.

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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#145
2004 INTERNATIONAL
NRC 10 TON HD
2 CAR w/ INS
WHEELIFT

40-101

**Exhibit G
TOWING/RECOVERY EQUIPMENT INVENTORY**

Name of Proposer: BUL TIRE SERVICE INC T/A BUL TOWING

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: TALBERT

Model: TRAILER

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

GVWR: _____ GCWR: _____

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

Description: 40 TON DETACHABLE LOWBOY WITH OUT RIGGERS

Lift and tow capacity (on-road) 19000 pounds

Lift capacity (with outriggers or blocks) 12000 pounds

Additional features or capabilities:

Suitable For Hauling heavy Equipment Severly Wrecked Trucks.

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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#40-101
1996 TALBERT
LOWBOY TRAILER

48-102

**Exhibit G
TOWING/RECOVERY EQUIPMENT INVENTORY**

Name of Proposer: PAUL TIRE SERVICE INC T/A PAUL TOWING

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: 1991

Make: GREAT DANE

Model: TRAILER

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

GVWR: _____ GCWR: _____

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

Description: 48' REEFER TRAILER / DRY VAN

Lift and tow capacity (on-road) 50000 pounds

Lift capacity (with outriggers or blocks) _____ pounds

Additional features or capabilities:
Suitable for hauling + safe keeping of
cargo. 450 has Refec/Refrigeration unit
For food cargo to be kept from spoil.

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

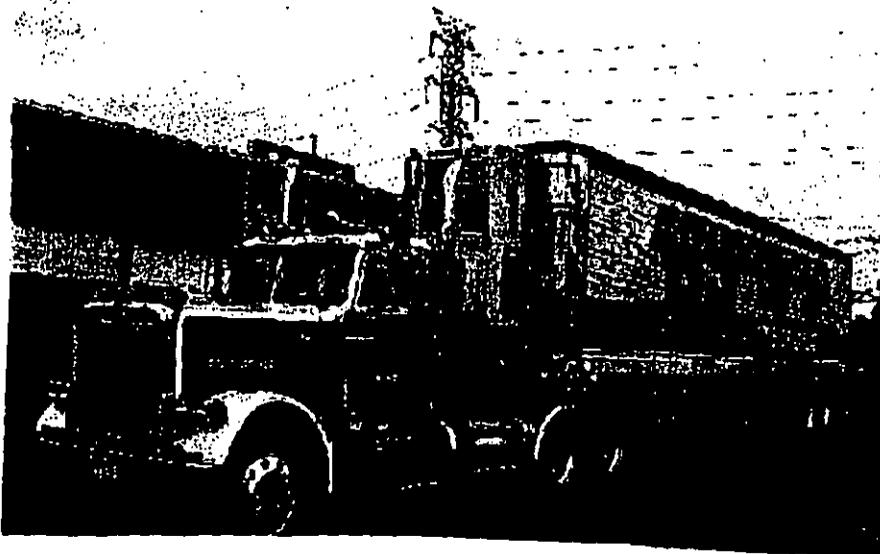
Type IV: Any Vehicle over 26,000 lbs or over 2 Axles

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#48-102

1991 GREAT DAWL-

48' REEFER TRAILER



90

**Exhibit G
TOWING/RECOVERY EQUIPMENT INVENTORY**

Name of Proposer: Paul Tire Service Inc TR Paul Towing

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: 1984

Make: FORD

Model: 9000

Axle Configuration (e.g. 4x4, 6x4): 2 x 2 SINGLE AXLE.

GVWR: 50000

GCWR: _____

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

Description: HEAVY DUTY SINGLE AXLE HEAVY WRECKER / W/ WHEEL LIFT ASSY.

Lift and tow capacity (on-road) 37,000 pounds

Lift capacity (with outriggers or blocks) 30,000 pounds

Additional features or capabilities:
EQUIPPED FOR TOW + RECOVERY

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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#90
1984 FORD 9000
HOTON CHALLENGER
WRECKER CRANE
W/UNDERREACH

Exhibit G
TOWING/RECOVERY EQUIPMENT INVENTORY

Name of Proposer: B&L TIRE SERVICE INC TLD B&L TOWING

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: TOYOTA
Model: FORKLIFT
Axle Configuration (e.g. 4x4, 6x4): X
GVWR: GCWR:

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

Description: All TERRAIN 10,000 LBS

Lift and tow capacity (on-road) 10,000 pounds

Lift capacity (with outriggers or blocks) pounds

Additional features or capabilities:

FOR OFF LOAD + RELOAD OF CRISOL

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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1997
TOYOTA
ALL-TERRAIN
FORKLIFT 10,000 LB

Exhibit G
TOWING/RECOVERY EQUIPMENT INVENTORY

Name of Proposer: BAL TIRE SERVICES INC IA BAL TOWING

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: TCM

Model: FORKLIFT

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

GVWR: _____

GCWR: _____

Type Tow Truck Wheel-lift Tow Truck

Flatbed Tow Truck Other: _____

Description: ALL TERRAIN 10,000 LB

Lift and tow capacity (on-road) _____ pounds

Lift capacity (with outriggers or blocks) _____ pounds

Additional features or capabilities:

FOR LOADING + OFFLOADING CARGO

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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1996
TCM
Forklift
All Terrain
10,000 LB

Exhibit G
TOWING/RECOVERY EQUIPMENT INVENTORY

Name of Proposer: BOLTIRE SERVICE INC T/A BOLT TOWING

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: 1990

Make: TCT

Model: SHOOTING BOOM

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

GVWR: _____

GCWR: _____

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

Description: ALL TERRAIN 15,000 LB SHOOTING BOOM FOR LIFT

Lift and tow capacity (on-road) _____ pounds

Lift capacity (with outriggers or blocks) _____ pounds

Additional features or capabilities:

FOR EXTENDED REACH AND REACH INTO TRAILERS TO REMOVE CARGO ON ROADSIDE.

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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1990 ~~TCI~~
TCI

SHOOTING BOOM
ALL TERRAIN
15,000 LB

Exhibit G
TOWING/RECOVERY EQUIPMENT INVENTORY

Name of Proposer: Bul Air Service Inc IA Bul Towing

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: Scat Trak

Model: _____

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

GVWR: _____ GCWR: _____

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

Description: SKID STEER Loader

Lift and tow capacity (on-road) _____ pounds

Lift capacity (with outriggers or blocks) _____ pounds

Additional features or capabilities:

For Clean up at Spills, Truck
Fires, or Scene that has Heavy Clean up.

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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1999
SCAT TRAX
8KID STEER

Exhibit G
TOWING/RECOVERY EQUIPMENT INVENTORY

Name of Proposer: BULTRIE SERVICE INC. TRAIL TOWING

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: SAMSUNG
Model: WHEEL LOADER
Axle Configuration (e.g. 4x4, 6x4): _____ X _____
GVWR: _____ GCWR: _____
Type Tow Truck Wheel-lift Tow Truck
 Flatbed Tow Truck Other: _____
Description: H YARD BUCKET

Lift and tow capacity (on-road) _____ pounds

Lift capacity (with outriggers or blocks) _____ pounds

Additional features or capabilities:

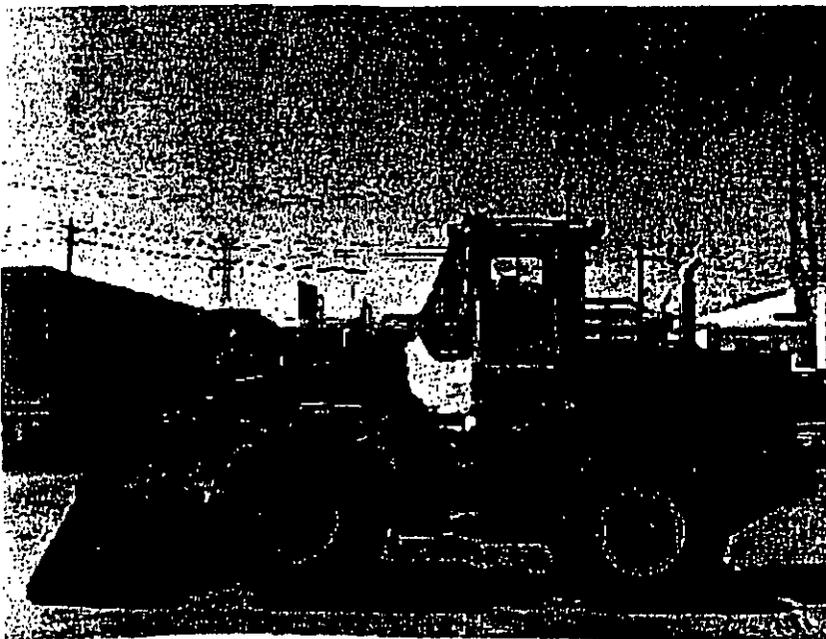
FOR FILLING OF BED OF SAND, SCRAP METAL, STONE ETC. THAT NEEDS TO BE SCOOPED AND RELOADED.

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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1996 SAMSUNG
WHEEL LOADER

Exhibit G
TOWING/RECOVERY EQUIPMENT INVENTORY

Name of Proposer: Ball Tire Service Inc. IA Ball Towing

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: STOUGHTON

Model: DUMP TRAILER

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

GVWR: _____ GCWR: _____

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

Description: For hauling of spilled debris.

Lift and tow capacity (on-road) _____ pounds

Lift capacity (with outriggers or blocks) _____ pounds

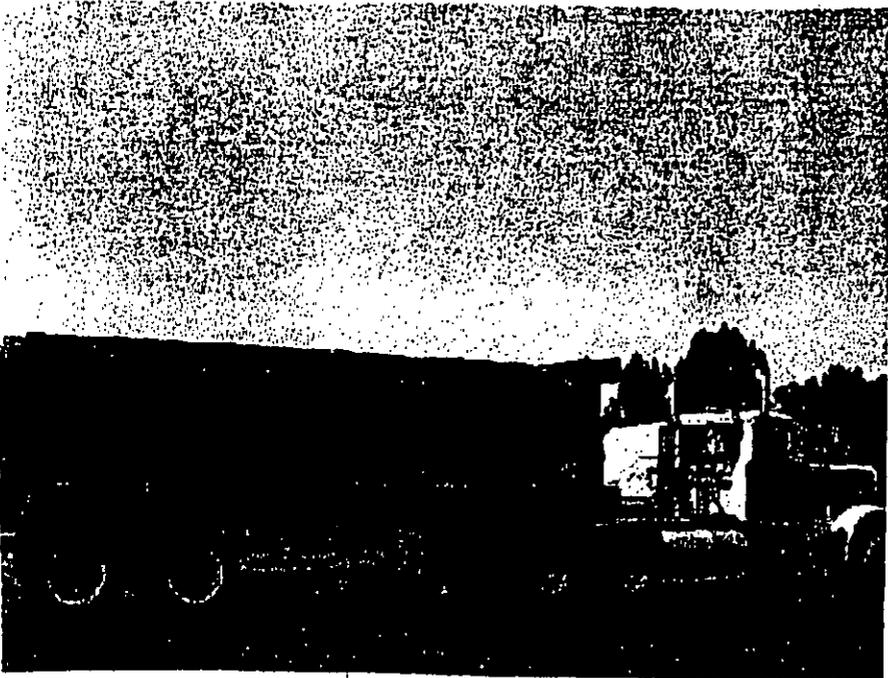
Additional features or capabilities:

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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STOUGHTON
45' DUMP TRAILER

Exhibit G
TOWING/RECOVERY EQUIPMENT INVENTORY

Name of Proposer: B&L TIRE SERVICE INC ILL B&L TOWING

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: CASE 580

Model: BACKHOE

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

GVWR: _____

GCWR: _____

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

Description: 4x4 BACK HOE LOADER

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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CASE 580
4X4 BACKHOE
LOADER

Exhibit G
TOWING/RECOVERY EQUIPMENT INVENTORY

Name of Proposer: B&L TIRE SERVICE INC I/P B&L TOWING

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: LIGHT TOWER

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

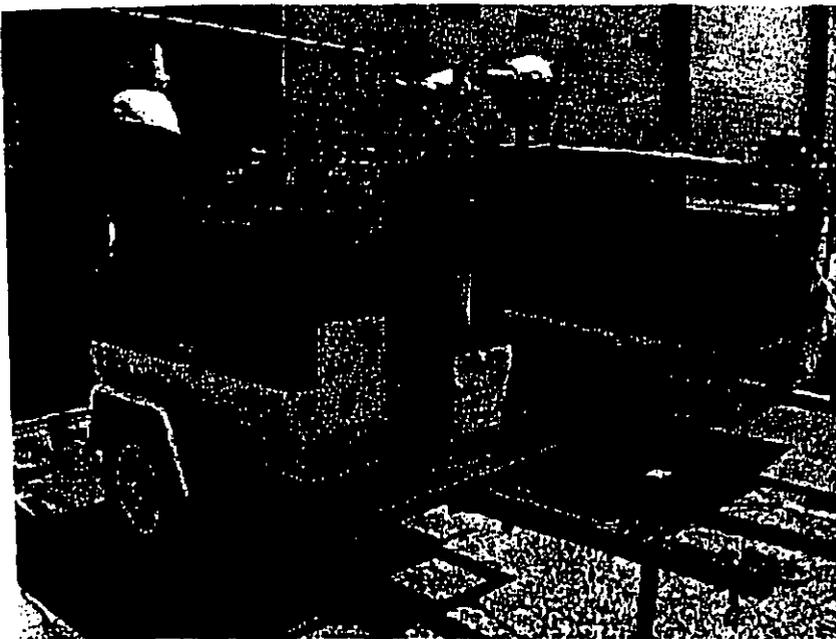
Additional features or capabilities:

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

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INGERSOLL RAND
LIGHT TOWER +
GENSET

Exhibit G
TOWING/RECOVERY EQUIPMENT INVENTORY

Name of Proposer: Ball Tire Service Inc. / Ball Towing

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: AIR CUSHION RECOVERY UNIT 80,000 LB

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

GVWR: _____ GCWR: _____

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

Description: AIR CUSHION W/ COMPRESSOR FOR SPECIALIZED RECOVERY

Lift and tow capacity (on-road) _____ pounds

Lift capacity (with outriggers or blocks) _____ pounds

Additional features or capabilities:

REU 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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80,000 LB AIR
CUSHION RECOVERY
UNIT

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.

BTL Tire Service Inc. T/A BTL Towing
(Company)

[Signature]
(Signature)

Pres.
(Title)

12-08-08.
(Date)

**ORIGINAL AND PHOTOCOPIES OF THIS PAGE ONLY.
DO NOT RETYPE.**

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

Name of Proposer: Bull Tire Service Inc TRB Tow NG

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 Port Authority of NY & NJ 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 Port Authority of NY & NJ 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	\$ <u>50.00</u> ^{SL}
2. Each additional mile or part thereof (maximum of 25 miles).....	\$4.00	\$ 4.00 ^{SL} <u>3.00</u>
3. Storage		
(i) For each of the first three days.....	\$15.00	\$ <u>15.00</u>
(ii) Fourth day and thereafter.....	\$17.00	\$ <u>15.00</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>100.00</u>
2. Each additional mile or part thereof (maximum of 25 miles).....	\$5.00	\$ <u>4.00</u>
3. Storage (per 24 hours).....	\$35.00	\$ <u>30.00</u>

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	\$ 250.00 ^{SL} <u>190.00</u>
2. Each additional mile or part thereof (maximum of 25 miles).....	\$10.00	\$ <u>6.00</u>

3. Use of under-lift.....	\$50.00	\$ <u>40-</u>
4. Storage (per 24 hours).....	\$50.00	\$ <u>45.00</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>250.00</u>
2. Each additional mile or part thereof (maximum of 25 miles).....	\$10.00	\$ <u>8.00</u>
3. Use of under-lift.....	\$100.00	\$ <u>75.00</u>
4. Storage (per 24 hours)		
(i) Tractor.....	\$50.00	\$ <u>45.00</u>
(ii) Bus or Trailer.....	\$75.00	\$ <u>60.00</u>

Service Charges (All Vehicles)

	<u>Maximum</u>	<u>Proposed</u>
1. Gasoline delivery, not including cost of gas	\$25.00	\$ <u>20-</u>
2. Removing each flat tire and replacing each with spare tire	\$25.00	\$ <u>20-</u>
3. Battery charge	\$25.00	\$ <u>20-</u>
4. Forklift with driver per hour.....	\$225.00	\$ <u>190-</u>
5. Tire Service		
(i) On-road (per hour).....	\$100.00	\$ <u>65.00</u>
(ii) Off-road (one-time charge).....	\$55.00	\$ <u>50.00</u>

Extended and Complicated Work

	<u>Maximum</u>	<u>Proposed</u>
1. Recovery (overturned, off-road embankment)(per hour, per person)	\$50.00	\$ <u>45-</u>
2. Cargo recovery..... <i>Per Hour Per min.</i>	N/A	\$ <u>70⁰⁰ HR.</u>
3. Tractor service (per hour).....	\$250.00	\$ <u>200-</u>
4. Tractor trailer service (per hour).....	\$250.00	\$ <u>200-</u>
5. Cargo transfer service..... <i>Per Hour Per min.</i>	N/A	\$ <u>70⁰⁰ HR.</u>
6. Crane service (per hour).....	\$350.00	\$ <u>320⁰⁰</u>
7. Cleanup (per hour).....	\$50.00	\$ <u>50⁰⁰</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 25.25 %

6.

Exhibit B
MILEAGE SHEET

Name of Proposer: BAL TIRE SERVICE INC T/A BAL TOWING

Approximate the distance to The Staten Island Bridges.

<u>Staten Island Bridges</u>	<u>Impound Facility</u>	<u>Dispatch Facility</u>
GB -Goethals Bridge	<u>4</u> Miles	<u>4</u> Miles
BB - Bayonne Bridge	<u>10</u> Miles	<u>11</u> Miles
OBX - Outerbridge Crossing	<u>4</u> Miles	<u>4</u> Miles

Exhibit D
ACCEPTABLE MODES OF PAYMENT SHEET

Name of Proposer: B&L TIRE SERVICE INC T/A B&L TOWING

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. TRAVELERS CHECKS

Accept Do Not Accept

State any restrictions or limitations

3. CHECKS

Accept Do Not Accept

State any restrictions or limitations

CERTIFIED, BANK CHECK OR PRE-APPROVED BUSINESS
OR PERSONAL

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

PROPER DOCUMENTATION OF ENDORSEMENT

6. EMERGENCY ROAD SERVICES

Accept Do Not Accept

- AAA MCA Other (Specify) AUTO HELP LINE
CROSS COUNTRY M.C.
SAN'S CLUB, ALLSTATE

State any restrictions or limitations

AAA MUST HAVE AGREEMENT SIGNED

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

Name of Proposer: PAUL TIRE SERVICE INC TRAILER TOWING

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 DRIVERS WITH NAME OF COMPANY + DRIVER WITH PROTECT CLASS (2) OSHA APPROVED SAFETY JACKET + SHIRTS

Does the uniform include the company name and collared shirts?

No Yes If "Yes", Describe: NAME + COLLARED SHIRTS

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: WE REQUIRE ALL THE ABOVE AS WELL AS SAFETY TRAINING

(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: TRUCKS ARE WASHED + DEGREASED ON WEEKLY BASIS - OR MORE IF NECESSARY

Do all vehicles display company name clearly with phone number.

No Yes If "Yes", Describe: AS PER N.J. LAW

Exhibit E

(2 of 6)

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

No Yes If "Yes", Describe: WE HAVE A BODY SHOP WITH 50' SPRAY
TO PAINT ALL OUR EQUIPMENT. WE EMPLOY 3 BODY REPAIRMEN AS WELL

(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: TRUCKS ARE PRE-TRIPPED
BEFORE EACH SHIFT

(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: WE HAVE A COMPLETE MAINTAINANCE
PROGRAM WHICH INCLUDES CHECK FOR STRAP RATING + EQUIPMENT
SAFETY + INSPECTED

(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: PRIOR TO HIRE THEY MUST BRING A
COPY OF ABSTRACT

Are all drivers required to have a CDL?

No Yes If "Yes", Describe: IF THEY DRIVE HEAVY EQUIPMENT
WHICH REQUIRES CDL, LIGHT DUTY NOT NEED CDL

Exhibit E
(3 of 6)

Are CDL endorsements required? (Specify)

No Yes If "Yes", Describe: AIR BRAKES + DOUBLES ENDORSEMENT

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 MONITOR BY YEARLY INSPECTION
OF FILE

5. Background Checks:

Are background checks performed on all tow operators?

No Yes If "Yes", Describe: DRIVERS + EMPLOYEES WILL BE SCREENED
AS PER REQUIREMENT OF CONTRACT, OTHERS
EMPLOYED BY THIS COMPANY HAVE BEEN CHECKED THROUGH STATE POLICE.

6. Drug Free Workplace:

Does the proposer have a random drug testing program?

No Yes If "Yes", Describe: WE CHECK RANDOMLY 25% PER YEAR
OF EMPLOYEES

7. Safety Program:

Does the proposer have a formal safety program?

No Yes If "Yes", Describe: SAFETY PROGRAM HAS BEEN INSTALLED,
ALONG WITH SAFETY MANUAL + CERTIFICATIONS, FOR CRANE RIGGING,
HAZMAT, RIGHT TO KNOW, DRIVING SAFETY AS WELL

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: REGULAR MONTHLY, WEEKLY SAFETY 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: WE EMPLOY SAFETY SERVICES CORP.

8. Professionally Trained Operators:

Are drivers/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: WE HAVE A TRAINING SYSTEM IN HOUSE, (CRANE, RIGGING, LIGHT AND HEAVY DUTY TOWING, RECOVERY TRAINING)

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: DETAILED FOR ALL EMPLOYEES

Exhibit E
(5 of 6)

10. Operating and Procedures Manual:

Does the proposer have a printed handbook 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: In house prepared manual
with proof that manual was received

11. Handbook on dispatch Procedures:

No Yes If "Yes", Describe: details of dispatch procedure

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: We use tracker tow management software
networked, dispatch and logging features, 911 calls are logged
into computer.

12. Computerized Dispatch:

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

No Yes If "Yes", Describe: Tracker software style of the AIT for
dispatch and reporting
(Please provide a Printout of dispatch report)

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)

Exhibit E
(6 of 6)

14. Membership in Towing Association:

Is the proposer a member of a recognized towing association?

No Yes If "Yes", Describe: Garden Styt
American Towing ASSOCIATION

(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. 29 CFR 1910.20 Certification:

No Yes If "Yes", Describe: SAFETY SERVICES COMPANY TRAINING

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

We are FULLY OPERATING 24 HRS per day 7 days a week.
Full Trained STAFF. IMMEDIATE DISPATCH.

**Exhibit F
PROPOSER REFERENCE FORM**

Name of Proposer: PAUL TIRE SERVICE INC T/A PAUL TOWNE

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: N/S TURNPIKE AUTHORITY

Address: PO BOX 5042 WOODBRIDGE NJ 07095

Contact Name and Title: JOHN SUTCLIFFE

Phone and Fax Numbers of Contact: 732-750-5300

Contract dates: SINCE 1980

Contract cost: N/A

Contract Type (Check All That Apply):
 General/Routine Towing Services
 Emergency Heavy Duty Towing Services
 Vehicle Impound Services

Description of work: ALL TOWING + RECOVERY INCLUDING EXTRA
HEAVY DUTY RECOVERY SERVICES
CLEAN UP OF MAJOR ACCIDENTS
IMPOUND + ROUTING LIGHT + HEAVY DUTY
TOWING

Other Information (Optional):

1 CONTRACT - ROUTINE TOWING + IMPOUND SERVICES NSTP
1 CONTRACT - ROUTINE TOWING + IMPOUND SERVICES NSTP/GSP
1 CONTRACT - EXTRA HEAVY DUTY + RECOVERY NSTP

Exhibit G
TOWING/RECOVERY EQUIPMENT INVENTORY

Name of Proposer: B+L TIRE SERVICE INC T/A B+L TOWING

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: See List

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

Exhibit H
IMPOUND FACILITY(IES)

Name of Proposer: BAL TIRE SERVICE INC T/A BAL TOWING

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: 100 MINUE ST
CARTERET NJ 07008

County MIDDLESEX

Approximate Square Footage Available for Storage 25000 Square Feet

Approximate Capacity (Light Vehicles) 250 Vehicles

Approximate Capacity (Large Vehicles) 100 Vehicles

Describe Facility: 5 ACRE FACILITY WITH 25000 SQUARE FT.
2 BAY GARAGE, DRIVE THROUGH

Describe Security: FENCED W/ BARBED WIRE, 24 HOUR STAFF WITH
DUSK TO DAWN LIGHTING, SURVEILLANCE SYSTEM INDOORS & OUTSIDE

Other Information (Optional)
INSIDE STORAGE - 10 TRACTOR TRAILERS OR 50 CARS

**PROCUREMENT
M/WBE PARTICIPATION PLAN**

**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 tabs on last page.

Contract Description: TOWLING AT STATION ISLAND BRIDGES

Purchase Order #: _____
 Proposer/Bidder Name: DELIVER SERVICE INC. TP BULWINK
 Mailing Address: 100 MINNIE ST. CLEVELAND NE OHIO
 Telephone Number: 732 541-0100

Contract Amount: _____
 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>NUNAC OFFICE SUPPLY INC 100 PASSAIC AVE CHATHAM NE 07024 MIKE JOU</u>	<u>WBE</u>	<u>OFFICE SUPPLIES + PRINTING</u>	<u>1-1-09 TD 1-1-11</u>	<u>\$ 20,000 -</u>	<u>3%</u>
<u>RETROKLING INC 674 RIEGELSHIMMERS MILFORD NJ 08048 KATHLEEN SHORT</u>	<u>WBE</u>	<u>OFFICE SUPPLIES + PRINTING</u>	<u>1-1-09 TD 1-1-11</u>	<u>\$ 60,000 -</u>	<u>9%</u>
<u>JOAN OF ARC ELECTRIC 11 RIVERBROOK AVE LYNCHPORT NE 67128 JOHN VIVIAN FORTG</u>	<u>WBE</u>	<u>SUPPLY, INSTALL + MAINTENANCE OF ELECTRICAL</u>	<u>1-1-09 TD 1-1-11</u>	<u>\$ 40,000 -</u>	<u>5%</u>
TOTAL:					

FOR OBJO USE ONLY

Contract Goals: Approved Waived Rejected

Reviewed by: _____

Print Name: _____ Date: _____

OBJO Business Development Representative

Signature of Contractor: [Signature]

Print Name: SEAN COBY

Title: Pres Date: 12-8-08

Exhibit K - Certified Environmentally Preferable Products/Practices

Bidder/Proposer Name: BXL Tire Service Inc. Date: 12-8-08

In line with the Port Authority's efforts to promote products and practices which reduce our impact on the environment and human health, Bidders/Proposers are encouraged to provide information regarding their environmentally preferable/sustainable business practices as they relate to this contract wherever possible. Bidders/Proposers must complete this form and submit it with their response, if appropriate. Bidders/Proposers must submit appropriate documentation to support the items for which the Bidder/Proposer indicates a "Yes" and present this documentation in the proper sequence of this Attachment.

1. Packaging

Has the Bidder/Proposer implemented any of the following environmental initiatives? (A checkmark indicates "Yes")

- Use of corrugated materials that exceed the EPA recommended post-consumer recycled content
- Use of other packaging materials that contain recycled content and are recyclable in most local programs
- Promotes waste prevention and source reduction by reducing the extent of the packaging and/or offering packaging take-back services, or shipping carton return
- Reduces or eliminates materials which have been bleached with chlorine or chlorine derivatives
- Eliminates any packaging that may contain polyvinyl chloride (PVC), or polystyrene or heavy metals

If yes, a description of the practices being followed must be included with the submission.

2. Business Practices / Operations / Manufacturing

Does the Bidder/Proposer engage in practices that serve to reduce or minimize an impact to the environment, including, but not necessarily limited to, the following items? (A checkmark indicates "Yes")

- Recycles materials in the warehouse or other operations
- Use of alternative fuel vehicles or vehicles equipped with diesel emission control devices for delivery or transportation purposes
- Use of energy efficient office equipment or signage or the incorporation of green building design elements
- Use of recycled paper (that meets federal specifications) in their marketing and/or resource materials
- Other sustainable initiative

If yes, a description of the practices being followed must be included with the submission.

3. Training and Education

Does the Bidder/Proposer conduct/offer a program to train or inform customers and employees of the environmental benefits of the products to be offered under this contract, and/or does the Bidder/Proposer conduct environmental training of its own staff?

- Yes No If yes, Bidder/Proposer must attach a description of the training offered and the specific criteria targeted by the training.

4. Certifications

Has the Bidder/Proposer or any of its manufacturers and/or subcontractors obtained any of the following product / industry certifications? (A checkmark indicates "Yes")

- ISO 14000 or adopted some other equivalent environmental management system
- Other industry environmental standards (where applicable), such as the CERES principles, LEED Certification, C2C Protocol, Responsible Care Codes of Practice or other similar standards
- Third Party product certifications such as Green Seal, Scientific Certification Systems, Smartwood, etc.

If yes, Bidders/Proposers must attach copies of the certificates obtained.

5. Other Environmental Criteria

Bidders/Proposers are encouraged to respond to criteria specifically indicated in this Bid/RFP as "Management Approach" (and attach the appropriate documentation) to receive consideration in the evaluation.

I hereby certify, under penalty of the law that the above statements are true and correct.


Name Sean Cody Date 12-8-04

Exhibit H
IMPOUND FACILITY(IES)

Name of Proposer: B&L TIRE SERVICE INC T/A PAUL TAWING

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: 500 MILIK ST
CARTERET NJ 07008

County: MIDDLESEX

Approximate Square Footage Available for Storage 28000 Square Feet

Approximate Capacity (Light Vehicles) 100 Vehicles

Approximate Capacity (Large Vehicles) 10 Vehicles

Describe Facility: 28,000 SQUARE FT. BUILDING
ON 2 ACRES

Describe Security: DUSK TO DAWN LIGHTING SURVEILLANCE
CAMERAS, FENCED WITH BARBED WIRE

Other Information (Optional)
INDOOR STORAGE - 5 TRACTOR TRAILERS OR 100 CARS
ZONED + COMPLIANT WITH LOCAL ORDINANCES



100 Minue ST Carteret.
3.0 Acre Facility with 20 bay Garage. 25,000 SQ FT.



500 MILIK ST. CARTERS.

210 ACRE FACILITY W 28,000 SQ. FT BUILDING.

**Certified Environmental Preferable Practices of B&L Tire Service Inc.
t/a B&L Towing**

We use recycled oil for heat, fuel efficient trucks, fuel additive and injector cleaners for more efficient running diesel engines.

We also recycle paper products, antifreeze. Cardboard boxes, wood products, when we dispose of used autos, all fluids are remove , Freon is removed, tires and catalytic converters are recycled.we also purchase only biodegadble soaps and degreasers.

Thank you sincerely

Sean cody pres,
B&L Tire Service Inc.

B&L TIRE SERVICE INC. T/A B&L TOWING

RATES ADITTIONAL EQUIPMENT NOT LISTED ON THIS RFP

BUCKET OR WHEEL LOADER	\$1250.00 PER DAY
LIGHT TOWER OR GENSET	\$160.00 PER HOUR
80,000 LB AIR CUSHION RECOVERY UNIT WITH AIR COMPRESSOR	\$550.00 PER HOUR
DUMP TRUCK OR DUMP TRAILER...	\$240.00 PER HOUR
DUMPSTER FOR GARBAGE	\$240.00 PER HOUR
FUEL RECOVERY SERVICE TRUCK.....	\$185.00 PER HOUR
RECOVERY CRANE SERVICE TRUCK	\$185.00 PER HOUR
ELECTRIC FUEL RECOVERY PUMP	\$120.00 PER HOUR
OIL DRY ABSORBENT	\$30.00 PER BAG



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 12/01/08

ADDENDUM #1

To prospective bidders/proposers on bid/RFP # 16946 for Light and Heavy Duty Towing and Vehicle Impound Services at the Staten Island Bridges

Due back on December 9, 2008, no later than 2:00 PM

Originally due on _____, no later than 2:00 PM

The following changes are hereby made in the documents:

- A. Attachment D, Service Charges (All Vehicles) item one, change from "Gasoline delivery, -not including the cost of gas...." to "Fuel delivery, not including the cost of the fuel"**

QUESTIONS & ANSWERS

The following information is made available in response to questions submitted by Proposers to the Port Authority. It addresses only those questions that 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 defined in Attachment B shall not be considered part of reportable gross receipts and is not included to the fee due the Port Authority.

PS11A11

Question # 2

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.

Question # 3

Do you consider cranes as rotators, if not what should they fall under for the rate structure (rotators are more versatile than cranes, they can tow , winch, drag and rotate loads and also have multiple winches)

Answer:

A rotator, when used as a wrecker in hoist and tow operations must be billed at the appropriate rate for the hoist and tow operations rendered. If used as a crane in operations such as up-righting an overturned vehicle, lifting cargo, dragging or winching or similar crane operations, a rotator may be billed at the crane rate for those services.

Question # 4

Should proposers submit a separate sheet for air cushion recovery, pay loaders, light towers, all specialized equipment not listed on your rate sheets.

Answer:

If the Proposer would like to provide any services not listed in the RFP document, they must provide the rates with their submission.

Question # 5

If a truck or tractor trailer is in need of the following services, fuel delivery, tire change, battery charge, does that fall under the \$25.00 service charge?

Answer:

Yes.

Question # 6

Hazmat spill response: since our company has a full response team in house to drill out gasoline tankers to off load them or the chemical tankers or deal with all hazardous commodities without calling on another company or subcontracting, does the Port Authority want the charges when service is performed to be subjected to the percentage rate that is agreed upon. If so we can list a partial rate sheet of basic clean ups. If another company wins this RFP and subcontracts to another company are the charges subject to the Port Authority?

Answer:

It was not the intent of this RFP to address Hazmat response, control or remediation. Typically the on-scene incident commander, facility management, makes these arrangements or the parties involved in the Hazmat incident. However, these capabilities

should be included in the "Additional Information relative to the quality of the towing/recovery services" question, they are not a requirement, nor a part of the financial aspects of this RFP. The Proposer should also be aware of the OSHA requirements for site safety and worker health requirements in the 29 CFR 1910.120 certification.

Question # 7

Are rates from the time a company receives a call or the amount of time on the scene to the time you come back to the shop?

Answer:

For all items billed on an hourly or part of an hour rate structure, the rate applies to the time on-site only. The time from call-in to arrival, and the time from release to return to shop are not billable under this RFP.

Question # 8

Is there a provision for charging to bring out equipment to the scene such as forklifts, payloaders, airbags and so forth?

Answer:

No.

Question # 9

Are TWICS cards mandatory to enter the ports? If not, do we get extra credit for having them?

Answer:

No, TWICS cards are not mandatory. No extra credit will be given during the evaluation process.

Question # 10

What is a Consumer Affairs License? (Is that a NJ Business Registration?)

Answer:

This portion of the RFP requires proposers to conform to New Jersey's "The Predatory Towing Prevention Act". Part of this requirement is for towing companies to register annually with the state Division of Consumer Affairs.

Question # 11

Page 8, Section 3, paragraph B of Proposer's Prerequisites requires that the proposer 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." Further down in the same section the RFP states "To enable the Port Authority to evaluate the Proposer's experience as required by these prerequisites, the Proposer must complete and submit as many pages as necessary of Exhibit F Proposer Reference Form." Is it sufficient to submit a completed Exhibit F for each of the five contracts that are referenced in Section 3B, or is additional information necessary beyond the Exhibit F information to satisfy the requirements of 3B?

Answer:

It is sufficient to submit completed Exhibit Fs to satisfy this requirement. The Port

Authority will contact these firms to confirm such agreements.

Question # 12

Under minimum requirements are you requiring 4 or 6 heavy-duty wreckers?

Answer:

Four. Refer to answer of Question 3 above.

Question # 13

Can 2 of the 4 heavy-duty wreckers have the heavy duty under reach tow?

Answer:

Refer to answer of Question 3 above.

Question # 14

If you are not 29 CFR 1910.120 certified, are you automatically disqualified from proposing? Can you sub contract this out to an environmental company that is certified? Can the Port Authority clarify what requirements they are looking for a contractor to have such as what person(s) in the company must be certified and what level of certification(s) is required. Will certification from the New Jersey State Police for Hazardous Materials Operations suffice in meeting this requirement?

Answer:

No, you are not automatically disqualified but would need to become qualified in a timely manner, if you are the successful bidder. The intent of 29 CFR 1910.120 certification is for your supervisors and employees to develop the needed skills and knowledge to perform their work in a safe and healthful manner, and to smoothly interface with other emergency responders at the scene of an emergency response incident.

Again, as per the response to question 6, it was not the intent of this RFP to address Hazmat response, control or remediation. Typically the on-scene incident commander, facility management, makes these arrangements or the parties involved in the Hazmat incident. However, these capabilities, including sub-contractor agreements, should be included in the "Additional Information relative to the quality of the towing/recovery services" question, they are not a requirement, nor a part of the financial aspects of this RFP.

Question # 15

What is the correct labor rate on Attachment D for Miscellaneous?

Answer:

The rate is \$50 per hour per additional person or per additional truck, but is billable in ¼ hour increments.

Question # 16

Why is there no maximum rate for cargo recovery and cargo transfer recovery?

Answer:

Proposers must propose these rates. There are no maximum rates set by the Port Authority.

Question # 17

Due to economic hard times, do all trucks and equipment need to be insured and registered at the time of proposal submission?

Answer:

Yes.

Question # 18

What is your definition of crane service in extended and complicated work? Is a rotator considered a crane or is a heavy-duty wrecker with a fixed boom (non-rotator) a crane?

Answer:

Refer to Question # 3 above.

Question # 19

Does storage start when the truck or trailer hits the yard?

Answer:

Yes.

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: _____

INITIALED: _____

DATE: _____

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

PURCHASING SERVICES DIVISION

BIDDER'S/PROPOSER'S FIRM NAME: B+L Tire Service F4C

INITIALED: SL

DATE: 12-4-08

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

B&L TOWING
100 MINUE ST
500 MILIK ST
CARTERET NJ 07008
PHONE 732 541-0100
FAX# 732 541-8779

FACSIMILE TRANSMITTAL SHEET

TO:	KATHY LESLIE WHELAN	FROM:	SEAN
COMPANY:	PORT AUTHORITY OF NY&NJ	DATE:	3/26/2009 12:10 PM
FAX NUMBER:	212 435-3959	TOTAL NO. OF PAGES INCLUDING COVER:	10
PHONE NUMBER:		SENDER'S REFERENCE NUMBER:	
RE:		YOUR REFERENCE NUMBER:	

URGENT FOR REVIEW PLEASE COMMENT PLEASE REPLY PLEASE RECYCLE

NOTES/COMMENTS:

Recognition

THIS IS TO CERTIFY THAT

Michael Centrella

HAS SUCCESSFULLY COMPLETED SAFETY SERVICES COMPANY'S

HAZARD

COMMUNICATION

TO THE STANDARDS OF 29-CFR-1910.120

TRAINING PROGRAM IN COMPLIANCE

WITH THE CURRENT TRAINING REQUIREMENTS

12-1-08

12-3-08

DATE OF TRAINING

DATE OF EVALUATION



[Signature]
TRAINER

Recognition

THIS IS TO CERTIFY THAT

William Piconas

HAS SUCCESSFULLY COMPLETED SAFETY SERVICES COMPANY'S

HAZARD

COMMUNICATION

To the standards of 29-CFR-1910.120

TRAINING PROGRAM IN COMPLIANCE

WITH THE CURRENT TRAINING REQUIREMENTS.

1-2-08

DATE OF TRAINING

1-10-08

DATE OF EVALUATION



[Handwritten Signature]

TRAINER

Recognition

THIS IS TO CERTIFY THAT

Jose Vares

HAS SUCCESSFULLY COMPLETED SAFETY SERVICES COMPANY'S

HAZARD

COMMUNICATION

To the standards of 29-CFR-1910.120

TRAINING PROGRAM IN COMPLIANCE

WITH THE CURRENT TRAINING REQUIREMENTS.

12-01-08

DATE OF TRAINING

12-03-08

DATE OF EVALUATION



[Signature]
TRAINER

Recognition

THIS IS TO CERTIFY THAT

James S. Gady

HAS SUCCESSFULLY COMPLETED SAFETY SERVICES COMPANY'S

HAZARD

COMMUNICATION

To The Standards of 29-CFR-1910.120

TRAINING PROGRAM IN COMPLIANCE

WITH THE CURRENT TRAINING REQUIREMENTS

1-15-08

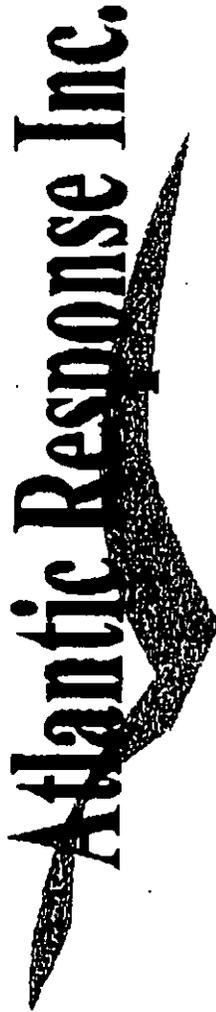
DATE OF TRAINING

1-18-08

DATE OF EVALUATION



[Signature]
TRAINER



Atlantic Response Inc.

Recognizing the Attendance of

Ralph Dayke

at the training program compliant to OSHA regulations.
This certificate acknowledges the successful completion of the
Specific Instruction listed below:

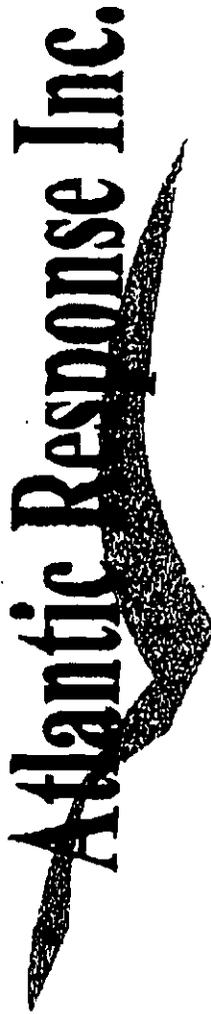
8-Hour Annual OSHA Refresher Training

29 CFR 1910.120

November 14, 2008



Debra Bartz
ARI Safety Manager



Recognizing the Attendance of

Robert Wilds, Jr.

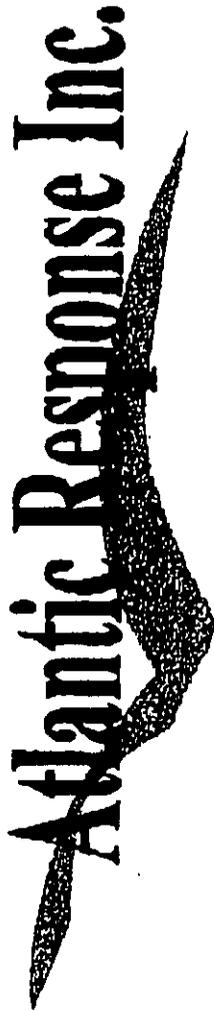
at the training program compliant to OSHA regulations.
This certificate acknowledges the successful completion of the
Specific instruction listed below:

8-Hour Annual OSHA Refresher Training

29 CFR 1910.120

December 4, 2008


Debra Bartz
ARI Safety Manager



Recognizing the Attendance of

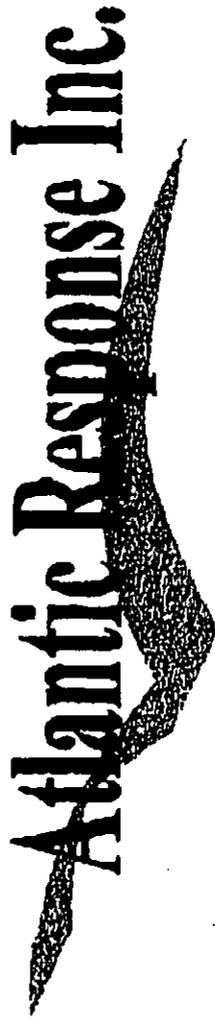
Raymond Ryerson

at the training program compliant to OSHA regulations.
 This certificate acknowledges the successful completion of the
 Specific Instruction listed below:

8-Hour Annual OSHA Refresher Training
29 CFR 1910.120

December 4, 2008

Debra Bartz
 ARI Safety Manager



Recognizing the Attendance of

Luis A. Soto Colon

at the training program compliant to OSHA regulations.
This certificate acknowledges the successful completion of the
Specific Instruction listed below:

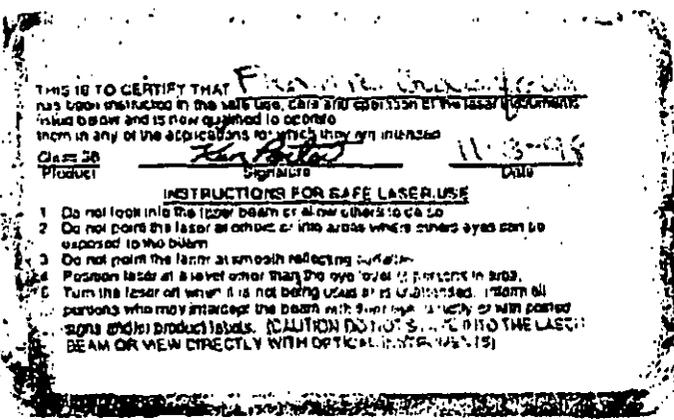
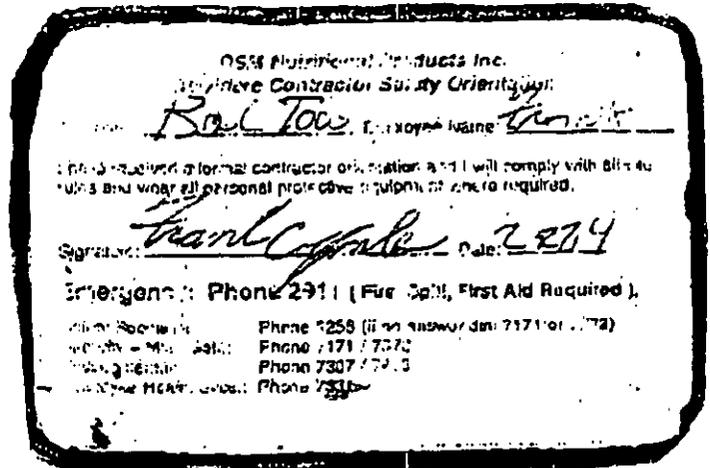
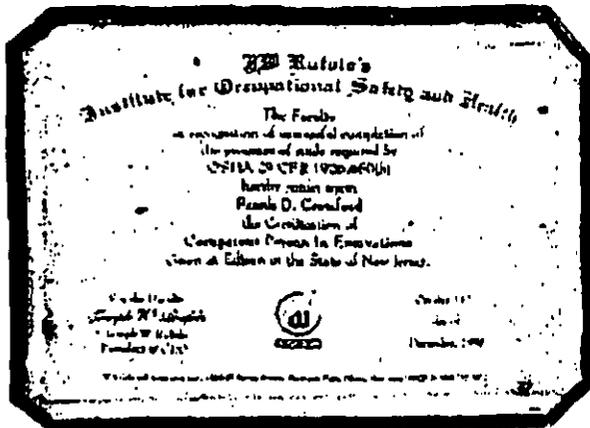
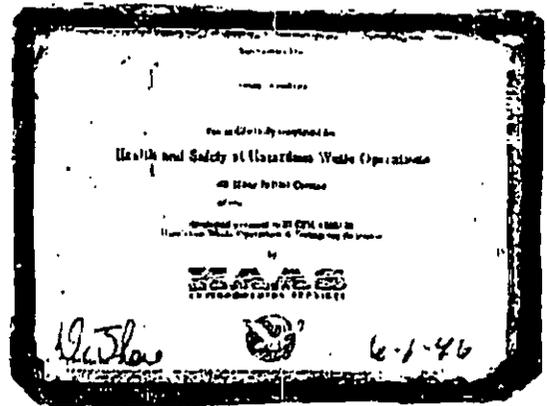
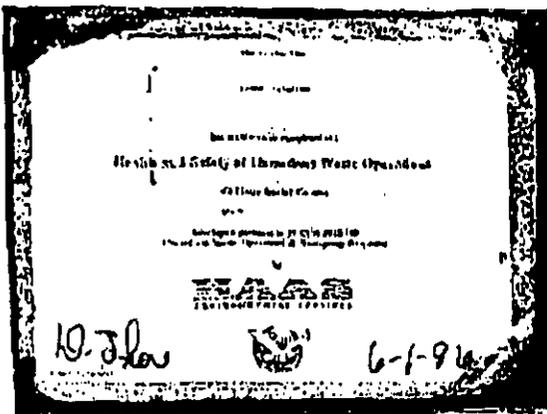
8-Hour Annual OSHA Refresher Training

29 CFR 1910.120

December 4, 2008

A handwritten signature in black ink, appearing to read "Debra Bantz", is written over a horizontal line.

Debra Bantz
ARI Safety Manager



MEDICAL EXAMINER'S CERTIFICATE

I certify that I have examined Frank Crawford in accordance with the Federal Motor Carrier Safety Regulations (49 CFR 391.41 - 391.49) and with the design of the Driver's License. I find him/her qualified, and, if applicable, any other:

wearing corrective lenses driving within an exempt license class (49 CFR 391.49)
 wearing a hearing aid accompanied by a valid Passenger Evaluation Certificate (PEC)
 diagnosed as by a neurologist Qualified by operation of 49 CFR 391.41

The information I have provided regarding this physical examination is true and complete. A complete examination was conducted with my standard checklist to the above complexity and accuracy, and is on file in my office.

SIGNATURE OF MEDICAL EXAMINER		DATE	
<u>Frank Crawford</u>		7/25/94	
MEDICAL EXAMINER'S NAME (PRINT)		<input type="checkbox"/> MD	<input type="checkbox"/> Chiropractor
<u>Frank Crawford</u>		<input type="checkbox"/> Physician	<input type="checkbox"/> Advanced
MEDICAL EXAMINER'S LICENSE OR CERTIFICATE NO. (ISSUE STATE)		EXPIRES	
<u>123456789</u>		<u>12/31/97</u>	
SIGNATURE OF DRIVER		STATE	
<u>Frank Crawford</u>		<u>DE</u>	
ADDRESS OF DRIVER			

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 Telephone: (772) 412-8383

B & L TOWING
 100 MINUE ST
 500 MILIK ST
 CARTERET NJ 07008
 PHONE 732 541-0100
 FAX# 732 541-8779

FACSIMILE TRANSMITTAL SHEET

TO: <i>KATHY Leslie Whelan.</i>	FROM: <i>Sean Coby.</i>
COMPANY: <i>PA, NY, NJ</i>	DATE: <i>3-30-09</i>
FAX NUMBER: <i>732-541-8779.</i>	TOTAL NO. OF PAGES INCLUDING COVER: <i>212-435-3059</i> <i>212-435-3925</i>
PHONE NUMBER:	SENDER'S REFERENCE NUMBER:
RE:	YOUR REFERENCE NUMBER:

URGENT FOR REVIEW PLEASE COMMENT PLEASE REPLY PLEASE RECYCLE

NOTES/COMMENTS:

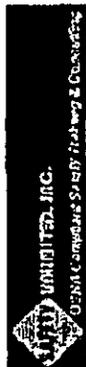
Kathy,

Please Find Attached an updated 29 CFR-1910.120

*Refreshed Training course, This is in addition to
 The certificates I sent already —*

Thanks.

Sean Coby/B&L.



UNLIMITED, INC.

OSHA COMPLIANCE SAFETY TRAINING & CONSULTING
1800 West Los Angeles Ave., Suite 110, Burbank, CA 91504
Tel: 818-723-1000 • Fax: 818-723-1001 • www.SafetyUnlimited.com

Certified that

Sean Cody

has successfully completed

8 Hour HAZWOPER Refresher Training

In Accordance With Federal OSHA Regulation 29 CFR 1910.120(e)

Julius P. Griggs

Julius P. Griggs

Instructor #892

3/29/2009

090329420051

Certificate Number

TO VERIFY THE VALIDITY OF THIS CERTIFICATE, go to www.SafetyUnlimited.com/Accredited.htm



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 STATEN ISLAND BRIDGES**

NUMBER: 16946

**SUBMIT PROPOSALS BEFORE THE DUE DATE AND TIME TO THE ABOVE
ADDRESS**

PROPOSAL DUE DATE: DECEMBER 9, 2008

TIME: 2:00 PM

QUESTIONS SHOULD BE

SUBMITTED BY: NOVEMBER 26, 2008

TIME: 12:00NOON

PRE-PROPOSAL MEETING: NOVEMBER 25, 2008

TIME: 10:00 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

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PART II Specifications

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- Exhibit B. Mileage Sheet
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- Exhibit H. Impound Facility(ies)
- Exhibit I. Exceptions
- Exhibit J. M/WBE Participation Plan
- Exhibit K. Certified Environmentally Preferable Products/Practices

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 (the "Port Authority" or "Authority") is an agency of the States of New York and New Jersey, created and existing by virtue of the Compact of April 30, 1921, made by and between the two States, and thereafter consented to by the Congress of the United States. It is charged with providing transportation, terminal and other facilities of trade and commerce within the Port District. The Port District comprises an area of about 1,500 square miles in both States, centering about New York Harbor. The Port District includes the Cities of New York and Yonkers in New York State, and the cities of Newark, Jersey City, Bayonne, Hoboken and Elizabeth in the State of New Jersey, and over 200 other municipalities, including all or part of seventeen counties, in the two States. The Authority manages and/or operates all of the region's major commercial airports (Newark Liberty International, John F. Kennedy International, Teterboro, LaGuardia and Stewart International Airports, marine terminals in both New Jersey and New York (Port Newark and Elizabeth, Howland Hook and Brooklyn Piers); and its interstate tunnels and bridges (the Lincoln and Holland Tunnels; the George Washington, Bayonne, and Goethals Bridges; and the Outerbridge Crossing), which are vital "Gateways to the Nation."

In addition, the Authority operates the Port Authority Bus Terminal in Manhattan, the largest facility of its kind in the world, and the George Washington Bridge and Journal Square Transportation Center bus stations. A key link in interstate commuter travel, the agency also operates the Port Authority Trans-Hudson Corporation (PATH), a rapid rail transit system linking Newark, and the Jersey City and Hoboken waterfronts, with midtown and downtown Manhattan. A number of other key properties are managed by the agency including but not limited to a large satellite communications facility (the Teleport) in Staten Island, and a resource recovery co-generation plant in Newark. Prior to September 11, 2001, the agency's headquarters were located in the World Trade Center, and that complex is still owned and being partially redeveloped by the Authority.

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 Staten Island Bridges 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. 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 Authority 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 Authority is exploring the possibility of establishing one or more impound/storage yards at Authority locations. Should this occur, the impound portions of this Contract will be terminated, although towing to other impound facilities as directed by the Port Authority, may be continued. The Authority 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 any 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 ten 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 12:00 noon (EDST) on November 26, 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 10:00 AM on November 25, 2008 at *One Madison Ave, 7th Floor, Room 154, 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 Olga Krueger no later than 12 noon (EDST) on the business day preceding the scheduled date(s) to confirm their attendance and/or receive traveling directions. RSVP via email to okrueger@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.

Staten Island Bridges		
Year	Impounds <i>Yearly Average 37</i>	Unclaimed Vehicles
2004	53	9
2005	68	6
2006	24	2
2007	21	7
2008	17	3
	*through 7/28/2008	*through 7/28/2008
Total	183	27

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

B-6

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 prerequisites 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. **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 the Proposer's quality of M/WBE subcontracting Plan and certification of environmentally preferable products/practices.**
- B. **Quantity, and quality of towing and recovery equipment.**
- C. **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.**
- D. **The maximum rates for towing and recovery services stated herein are competitive, fair and reasonable. Consideration will be given to proposers with a lower rate structure. Lower rates will be subject to review by the Port Authority for reasonableness.**
- E. **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 Authority to allow the contract administrator to audit the Contract.

- 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) ensuring 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 provide for meaningful participation by Port Authority certified M/WBEs as defined in this document. The Proposer shall submit an M/WBE Participation Plan (Plan), attached as Exhibit J, 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.

6A. CERTIFICATION OF RECYCLED MATERIALS PROVISION

Proposers shall submit, with their proposal, Exhibit K the Certified Environmentally Preferable Products / Practices Form attesting that the products or items offered by the Proposer contain the minimum percentage of post-consumer recovered material in accordance with the most recent guidelines issued by the United States Environmental Protection Agency (EPA), or, for commodities not so covered, the minimum percentage of post-consumer recovered materials established by other applicable regulatory agencies.

Recycling Definitions:

For purposes of this solicitation, the following definitions shall apply:

- a. **"Recovered Material"** shall be defined as any waste material or by-product that has been recovered or diverted from solid waste, excluding those materials and by-products generated from, and commonly reused within, an original manufacturing process.
- b. **"Post-consumer Material"** shall be defined as any material or finished product that has served its intended use and has been discarded for disposal or recovery having completed its life as a consumer item. "Post-consumer material" is included in the broader category of "Recovered Material".
- c. **"Pre-consumer Material"** shall be defined as any material or by-product generated after the manufacture of a product but before the product reaches the consumer, such as damaged or obsolete products. Pre-consumer Material does not include mill and manufacturing trim, scrap, or broken material that is generated at a manufacturing site and commonly reused on-site in the same or another manufacturing process.
- d. **"Recycled Product"** shall be defined as a product that contains the highest amount of post-consumer material practicable, or when post-consumer material is impracticable for a specific type of product, contains substantial amounts of Pre-consumer Material.

- e. **"Recyclable Product"** shall be defined as the ability of a product and its packaging to be reused, reconditioned for use, or recycled through existing recycling collection programs.
- f. **"Waste Reducing Product"** shall be defined as any product that will result in less waste generated due to its use rather than another product designed to serve the same function with an greater waste generation rate. This shall include, but not be limited to, those products that can be reused, refilled or have a longer life expectancy and contain a lesser amount of toxic constituents.

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;

(6) Copy of Department of Consumer Affairs license under the Proposer's name and if the name changed, the prior expired license as well.

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”), the Proposer’s Certified Environmentally Preferable Products/Practices Form ensuring compliance with all applicable federal, state and local standards in their business practices, in accordance with the Certified Environmentally Preferable Products/Practices provisions 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, 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, and the following information for each employee.

- 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

6. 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.

7. 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.

8. 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.

If the Proposer downloaded this RFP document, it is the responsibility of the Proposer to periodically check the Port Authority website at <http://www.panynj.gov/DoingBusinessWith/contractors/html/current.php> and download any addenda that might have been issued with this solicitation.

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

Purchases of services and tangible personal property by the Port Authority in the States of New York and New Jersey are generally exempt from state and local sales and compensating use taxes, and from most federal excises (Taxes). Therefore, the Port Authority's purchase of the contractor's services under this contract is exempt from Taxes. Accordingly, the contractor must not include Taxes in the price charged to the Port Authority for the contractor's services under this contract.

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.

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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
- 7A. Payment of Port Authority Marine Terminal Tariff (Howland Hook Facility Only)
8. General
9. Experience of Proposers/Personel Documentation
10. Additional Personnel Requirements
11. Ethics and Conduct of Contractor

PART 1 - 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 thirty (30) 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, if exercised. 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 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 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 June 2009 and June 2010. 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 June 2010 and the denominator of which is the Price Index for June 2009 and shall not exceed three percent (3%) per annum. 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 June 2010 and June 2011. 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 and shall not exceed three percent (3%) per annum. 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 Contractor'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 Staten Island Bridges 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/Bidders 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 I.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) and (a)(iii) below, equal to the percent as proposed in Attachment E, Exhibit C, and applied to the Gross Receipts.

(ii) Gross Receipts with copies of all individual invoices for the corresponding month 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.

(iii) In addition to the Fee set forth in subparagraph (a) above, from and after the Effective Date, the Contractor shall pay to the Port Authority an additional fee (hereinafter called the "Tariff Surcharge"), in an amount equal to the sum of Sixty Dollars and Twenty-Five Cents (\$60.25) multiplied by the number of vehicles towed by the Contractor as a direct result of being in violation of posted signs at the Facility. The Tariff Surcharge may be increased at any time and from time to time in the sole discretion of the Port Authority. In such event, the Port Authority shall give the Contractor thirty days (30) advance notice of such increase and the Tariff Surcharge shall be take effect on the date set forth in such notice.

(b) The Contractor must submit a report to the contract administrator containing the number of vehicles towed and length of storage. A check made out to the Port Authority of NY & NJ (with the assigned contract number annotated on this check) must be submitted with this report. 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

Or via the following wire transfer instructions:

Bank: Commerce Bank
Bank ABA Number: 026013673
Account Number:

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 - \$ 5 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. MANAGER'S AUTHORITY

The Manager of each facility shall have the authority to decide all questions in connection with the work. 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.

The 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) Goethals Bridge, 2777 Goethals Road North, Staten Island, NY 10302; its New York City locations; and its approach and departure roadway systems.
- 2) Outerbridge Crossing, 101 Boscombe Avenue, Staten Island, NY 10309; its New York City locations; and its approach and departure roadway systems.
- 3) Bayonne Bridge, 70 Trantor Place, Staten Island, NY 10302; its New York City locations; and its approach and departure roadway systems.
- 4) Howland Hook Marine Terminal, 300 Western Avenue, Staten Island, New York 10303; and its approach and departure roadway systems.
- 5) The Teleport, 5 Teleport Drive, Staten Island, New York. 10311; and its approach and departure roadway systems.

For purposes of providing services in this contract, the determination of the boundaries of each facility is at the sole discretion of the facility Manager.

C) Reserved

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 an abandoned vehicle 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 New York and New Jersey, 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) "Wheel-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", "Wheel-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) 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.

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 mean 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 Staten Island Bridges and have been transported to their storage locations or other Port Authority designated location. Said towing services are required from Port Authority The Staten Island Bridges 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 The Staten Island Bridges 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 and the expeditious removal of all vehicles, cargo and debris from the roadway. 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 Port Authority facility 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 25 passenger vehicles, 3 tractor trailers and 1 bus. 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. All vehicles being stored under this contract shall be stored in one general location at the storage facility.
- 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 is limited to one location and, when not staffed, must be protected with an alarm system, guard dog, or approved equal.
- D) The designated storage facilities of the Contractor shall be located within the Port District, defined as the twenty-five (25) 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-cleaned and in good and safe condition at all times. The storage facility shall also 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:

- 1) "J" hooks and chains.
- 2) Snatch block for three-eighths (3/8's) to one-half (1/2) inch cable.
- 3) Two high-test safety chains.
- 4) Auxiliary safety light kit to place on the rear of towed vehicles.
- 5) Four lamp or three lamp revolving amber light or light bar.
- 6) Tool box with an assortment of hand tools.
- 7) 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) Four (4) heavy-duty wreckers with a minimum of 32,000 pounds gross vehicle weight and a minimum of twenty (20) – sixty (60) ton crane capabilities.
- B) Minimum of two (2) 80,000 pound hydraulic wreckers with under reach tow capabilities.

- C) Minimum of one (1) trailer with a minimum loading deck (flatbed trailer) with a range of forty (40) feet – forty-five (45) feet.
- D) Minimum of one (1) trailer with a minimum winching capacity of 10,000 pounds.
- E) Minimum of two (2) tandem axle tractors with a minimum gross vehicle weight of 32,000 pounds.
- F) Minimum of one (1) dry van trailer with a range of forty-two (42) feet – forty-five (45) feet.
- G) Air bag recovery cushions and compressor with a minimum capacity of 80,000 pounds.
- H) Minimum of one (1) all terrain forklift.
- I) Equipment to lift and/or tow 125,000 pound gross vehicle weight. Contractor must have access to but not necessarily ownership of this item.
- 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, slints 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 the Staten Island Bridges or other Port Authority facilities listed in Section 1 of Part II, Specifications. 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: The contractor shall sign 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.

Goethals Bridge, Outerbridge Crossing, Bayonne Bridge,
 Howland Hook Marine Terminal, The Teleport
 Goethals Bridge Administration Building, 2777 Goethals
 Road North, Staten Island, NY 10303

Monday through Friday, 8 a.m. – 4 p.m. (718) 390-2502.

- 2) The Port Authority's Staten Island Bridges 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 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 number and address at SIB is:

Staten Island Bridges, 2777 Goethals Road North, Staten Island, NY
10302 (718) 390-2502.

- 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 the owner/customer for all services at the rates proposed in Exhibit A of 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 Port Authority of NY & NJ 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 Authority 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 Authority 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 Authority 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.

**7.A. PAYMENT OF PORT AUTHORITY MARINE TERMINALS TARIFF -
(HOWLAND HOOK FACILITY ONLY)**

(a) The Contractor shall collect a fee of Sixty Dollars and Twenty-Five Cents (\$60.25) (hereinafter sometimes called the "Tariff Surcharge") in connection with each vehicle it tows in response to a request from the Port Authority for parking in violation of parking signs at the Facility, and remit such amount to the Port Authority in accordance with the provisions of paragraph (b) hereof. The Tariff Surcharge may be amended from time to time and at any time within the sole discretion of the Port Authority. The Port Authority shall give the Contractor five (5) days notice of any change in the amount of the Tariff Surcharge and the Contractor shall collect the revised amount upon the effective date set forth in such notice.

(b) On the twentieth day of the of the third month of the term of the Contract and on a quarterly basis thereafter during the term of the Contract, the Contractor shall submit to the Manager, New Jersey Marine Terminals, a statement specifying the services performed by the Contractor during such period, including the number of vehicles, towed by category, the length of time each vehicle was stored, and the Tariff Surcharge payable to the Port Authority during such quarterly period.

8. GENERAL

- A) 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.
- B) 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.

- C) The Contractor shall comply with all Federal, State and local requirements governing the operation of a commercial vehicle. The Contractor shall utilize in 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.
- C) The Contractor shall comply with all interstate permit requirements. Compliance will be the contractor's responsibility.
- D) The Contractor shall be HazMat certified to 29 CFR 1910.120 standards.
- E) The Contractor 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.
- G) 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.

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.

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.

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 their 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 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 vehicles operated at the facilities in connection with this contract shall be clearly labeled on both sides of the vehicle with the Contractor's name and address in contrasting lettering having a minimum dimension of 2" high with 1/2" 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 Port Authority of NY & NJ customers/the public on a daily basis, the Contractor is 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

This

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 material, 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

Purchases of services and tangible personal property by the Port Authority in the States of New York and New Jersey are generally exempt from state and local sales and compensating use taxes, and from most federal excises (Taxes). Therefore, the Port Authority's purchase of the Contractor's services under this Contract is exempt from Taxes. Accordingly, the Contractor must not include Taxes in the price charged to the Port Authority for the Contractor's services under this Contract. 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. M/WBE Good Faith Participation

If specified as applicable to this Contract, the Contractor shall use every good-faith effort to provide for participation by certified Minority Business Enterprises (MBEs) and certified Women-owned Business Enterprises (WBEs) as herein defined, in all purchasing and subcontracting 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 Port Authority's 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.
- e. Observance of reasonable commercial standards of fair dealing in the respective trade or business.

Either prior or subsequent to Contract award, the Contractor may request a full or partial waiver of the M/WBE participation goals set forth in this Contract by providing documentation demonstrating to the Manager, for approval by the Port Authority's Office of Business and Job Opportunity, that its good faith efforts did not result in compliance with the goals set forth above because participation by eligible M/WBEs could not be obtained at a reasonable price or that such M/WBEs were not available to adequately perform as subcontractors. The Contractor shall provide written documentation in support of its request to the Manager. The documentation shall include, but not be limited to, documentation demonstrating good faith efforts as described above, which may include, proof that the Authority's directory does not contain M/WBEs in this specific field of work, a list of organizations contacted to obtain M/WBEs, and/or a list of M/WBEs contacted and their price quotes. If approved by the Authority's Office of Business and Job Opportunity, the Manager will provide written approval of the modified or waived M/WBE Participation Plan.

Subsequent to Contract award, all changes to the M/WBE Participation Plan must be submitted via a modified M/WBE Participation Plan to the Manager for review and approval by the Authority's Office of Business and Job Opportunity. For submittal of modifications to the M/WBE Plan, Contractors are directed to use form PA3749C, which may be downloaded at http://www.panynj.gov/DoingBusinessWith/contractors/html/other_info.html. The Contractor shall not make changes to its approved M/WBE Participation Plan or substitute M/WBE subcontractors or suppliers for those named in their approved plan without the Manager's prior written approval. Unauthorized changes or substitutions, including performing the work designated for a subcontractor with the Contractor's own forces, shall be a violation of this section. Progress toward attainment of M/WBE participation goals set forth herein will be monitored throughout the duration of this Contract.

The Contractor shall also submit to the Manager, along with invoices, the Statement of Subcontractor Payments as the M/WBE Participation Report, annexed hereto as an attachment. The Statement must include the name and business address of each M/WBE subcontractor and supplier actually involved in the Contract, a description of the work performed and/or product or service supplied by each such subcontractor or supplier, the date and amount of each expenditure, and such other information that may assist the Manager in determining the Contractor's compliance with the foregoing provisions.

If, during the performance of this Contract, the Contractor fails to demonstrate good faith efforts in carrying out its M/WBE Participation Plan and the Contractor has not requested and been granted a full or partial waiver of the M/WBE participation goals set forth in this Contract, the Authority will

take into consideration the Contractor's failure to carry out its M/WBE Participation Plan in its evaluation for award of future Authority contracts.

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,

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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 from 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; 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 (maximum of 25 miles).....\$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 (maximum of 25 miles).....\$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 (maximum of 25 miles).....\$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 (maximum of 25 miles).....\$10.00
- (3) Use of under-lift.....\$100.00

- (4) Storage per 24 hours.....\$35.00
 - (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
 e.g. 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 rental 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 H - Impound Facility(ies)

Exhibit I - Exceptions

Exhibit J - M/WBE Participation Plan

Exhibit K - Certified Environmentally Preferable Products/Practices

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 Port Authority of NY & NJ 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 Port Authority of NY & NJ 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 (maximum of 25 miles).....	\$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 (maximum of 25 miles).....	\$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 (maximum of 25 miles).....	\$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 (maximum of 25 miles).....	\$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 The Staten Island Bridges.

<u>Staten Island Bridges</u>	<u>Impound Facility</u>	<u>Dispatch Facility</u>
GB -Goethals Bridge	_____ Miles	_____ Miles
BB -- Bayonne Bridge	_____ Miles	_____ Miles
OBX -- Outerbridge Crossing	_____ Miles	_____ Miles

Exhibit C
RESERVED

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. TRAVELERS 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 drivers/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 handbook 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)

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)

Exhibit E
(6 of 6)

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. 29 CFR 1910.20 Certification:

No Yes If "Yes", Describe: _____

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

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)

Page _____ of _____ of Impound Facilities

Exhibit J
M/WBE Participation Plan

INSTRUCTIONS

PROPOSER INSTRUCTIONS: In accordance with Section 6. MWBE Subcontracting Provisions, the proposer shall submit this form as the MWBE 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 MWBE 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 MWBE 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/waived/rejected plan will be returned within 5 business days of receipt of this document. Manager/Designee will advise vendor of the results of the MWBE Participation Plan review.

Exhibit K - Certified Environmentally Preferable Products/Practices

Bidder/Proposer Name: _____ **Date:** _____

In line with the Port Authority's efforts to promote products and practices which reduce our impact on the environment and human health, Bidders/Proposers are encouraged to provide information regarding their environmentally preferable/sustainable business practices as they relate to this contract wherever possible. Bidders/Proposers **must** complete this form and submit it with their response, if appropriate. Bidders/Proposers **must** submit appropriate documentation to support the items for which the Bidder/Proposer indicates a "Yes" and present this documentation in the proper sequence of this Attachment.

1. Packaging

Has the Bidder/Proposer implemented any of the following environmental initiatives? (A checkmark indicates "Yes")

- _____ Use of corrugated materials that exceed the EPA recommended post-consumer recycled content
- _____ Use of other packaging materials that contain recycled content and are recyclable in most local programs
- _____ Promotes waste prevention and source reduction by reducing the extent of the packaging and/or offering packaging take-back services, or shipping carton return
- _____ Reduces or eliminates materials which have been bleached with chlorine or chlorine derivatives
- _____ Eliminates any packaging that may contain polyvinyl chloride (PVC), or polystyrene or heavy metals

If yes, a description of the practices being followed must be included with the submission.

2. Business Practices / Operations / Manufacturing

Does the Bidder/Proposer engage in practices that serve to reduce or minimize an impact to the environment, including, but not necessarily limited to, the following items? (A checkmark indicates "Yes")

- _____ Recycles materials in the warehouse or other operations
- _____ Use of alternative fuel vehicles or vehicles equipped with diesel emission control devices for delivery or transportation purposes
- _____ Use of energy efficient office equipment or signage or the incorporation of green building design elements
- _____ Use of recycled paper (that meets federal specifications) in their marketing and/or resource materials
- _____ Other sustainable initiative

If yes, a description of the practices being followed must be included with the submission.

3. Training and Education

Does the Bidder/Proposer conduct/offer a program to train or inform customers and employees of the environmental benefits of the products to be offered under this contract, and/or does the Bidder/Proposer conduct environmental training of its own staff?

- Yes No If yes, Bidder/Proposer must attach a description of the training offered and the specific criteria targeted by the training.

4. Certifications

Has the Bidder/Proposer or any of its manufacturers and/or subcontractors obtained any of the following product / industry certifications? (A checkmark indicates "Yes")

ISO 14000 or adopted some other equivalent environmental management system

Other industry environmental standards (where applicable), such as the CERES principles, LEED Certification, C2C Protocol, Responsible Care Codes of Practice or other similar standards

Third Party product certifications such as Green Seal, Scientific Certification Systems, Smartwood, etc.

If yes, Bidders/Proposers must attach copies of the certificates obtained.

5. Other Environmental Criteria

Bidders/Proposers are encouraged to respond to criteria specifically indicated in this Bid/RFP as "Management Approach" (and attach the appropriate documentation) to receive consideration in the evaluation.

I hereby certify, under penalty of the law that the above statements are true and correct.

_____ **Name** _____ **Date**