

**TOWNSHIP OF MEDFORD
APPLICATION FOR TOWING**

Application Applied For: Full Capacity Tower _____ Limited Capacity Tower _____

Company Name: _____

Primary Contact: _____

Business Address: _____

Business Location: _____

Business Number: _____

After Hours Number (24 hours availability): _____

Fax Number: _____

Attached the following documents. Failure to include the materials is grounds for rejection of the application as incomplete.

Exhibit 1 - proof that the applicant's business is located within five (5) miles of the geographic center of Medford Township (Stokes and Jackson Roads).

Exhibit 2 - a list of all required vehicles, including each Year, Make, Model, Vin # and category as Heavy, Medium or Light Duty tow. Include proof of ownership with each vehicle. If vehicle not owned by applicant, demonstrate contractual relationship for exclusive use of equipment during term of contract. Use attached form.

Exhibit 3 - a list of all Burlington County municipalities which the applicant currently serves or has served as a tower within the last five (5) years. Provide contact information including contact name and daytime phone number for each municipality. A total of three (3) references should be provided with regard to municipal towing experience.

Exhibit 4 - a list of all employees who will be dispatched to Medford Township for towing services. For each employee, provide full name, home address, social security number, New Jersey driver's license number, certified abstract from New Jersey Motor Vehicle Commission, authorization for criminal background check. Each employee's signature required. Use attached form for each employee

Exhibit 5 - proof of business and trade licenses and licenses of vehicles for towing.

Exhibit 6 - proof that each tow truck and applicant's dispatch location has the capability of communicating with Burlington Central Communications twenty four hours a day, seven days a week, either by cellular phone, two way radios or other comparable equipment.

Exhibit 7 - proof that the storage location for all towed vehicles is located within the Township's borders. Provide identification by street address, Township Tax Map, Block and Lot identification. Provide a map or plan prepared by a licensed surveyor, engineer or architect identifying the features of the property including grading, fencing, lighting and storage capability. Provide certification from the Township Zoning Office that location is a permitted use in the zoning district or that the property has received a variance to permit the storage use or that the use is a lawful preexisting, nonconforming use.

Exhibit 8 - all proofs of insurance required by the Township Ordinance.

Exhibit 9 - stockholder's certification, non-collusion affidavit, affirmative action affidavit, hold harmless agreement, response time and location certification, price certification, agent consent certification on forms provided by municipality.

Exhibit 10 - New Jersey Business Registration certificate.

I, _____, as _____ (title) of the _____
_____ (Company), do hereby certify under oath, that I am:

- 1) an authorized agent of the company;
- 2) I have reviewed the attached application and exhibits;
- 3) I am fully familiar with the operation of the company;
- 4) I certify that each answer is full, complete and truthful; and
- 5) I am aware that if I have provided any willful or knowingly false information I will subject myself to criminal prosecution.

Signature

Sworn before me this ____ day
of _____, 20__

Notary Public

OWNERSHIP DISCLOSURE CERTIFICATE

The undersigned hereby certified that

_____ (BIDDER)
_____ (ADDRESS)

is a partnership/corporation (*cross out one*) under the laws of the State of _____ and that the following person(s) own 10% or more of such partnership/corporation (*cross out one*).

	NAME	ADDRESS
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____
7.	_____	_____
8.	_____	_____
9.	_____	_____
10.	_____	_____

Signed, sealed and dated this _____ day of _____,

(TITLE)

NON-COLLUSION AFFIDAVIT

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

I am _____ of the firm of _____
(NAME)

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

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement of understanding for a commission, percentage, brokerage or contingent fee, except bonafide employees or bonafide established commercial or selling agencies maintained by _____ *(Name of Contractor)* (N.J.S.A. 52:34-15).

Print name of affiant under signature

Subscribed and sworn to before me this ____ day of _____, 20 ____.

Notary Public of _____

My commission expires _____

**AFFIRMATIVE ACTION QUESTIONNAIRE
ON PROCUREMENT AND SERVICE CONTRACTS**

Bidder shall complete this questionnaire. In the event that you or your firm is awarded this contract, the necessary forms will be sent to you; this form, with information below, **MUST** be submitted with the Bid Proposal:

- A. Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, a procurement contractor should present one of the following to the Township of Southampton.
- (A) An existing federally approved or sanctioned affirmative action program.
 - (B) A Certificate of Employee Information Report Approval.
 - (C) If the Contractor cannot present "A" or "B", the Contractor is required to submit a completed Employees Information Report (Form AA302). This form will be made available to the successful bidder by the Township of Southampton.
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The following questions must be answered by all Contractors.

1. Do you have a federally approved or sanctioned Affirmative Action Program?
YES _____ NO _____
(A) If yes, please submit a photocopy of such certificate.
2. Do you have a State Certificate of Employee Information Report approval?
YES _____ NO _____
(A) If yes, please submit a photocopy of such certificate.
3. Have you completed Employees Information Report (Form AA302)?
YES _____ NO _____
(A) If yes, please submit appropriate copy of such form.

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of P.L. 1975, c. 127 (N.J.A.C. 17:27) and agrees to furnish the required documentation pursuant to the law.

COMPANY: _____

SIGNATURE: _____

TITLE: _____

NOTE: A Contractor's contract must be rejected as nonresponsive if a contractor fails to comply with the requirements of P.L. 1975, c. 127 (N.J.A.C. 17:27).

**MANDATORY AFFIRMATIVE ACTION LANGUAGE
PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS
P.L. 1975, c. 127 (N.J.A.C. 17:27)**

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

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

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

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

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17-27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

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

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

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

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the owner do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "ACT") (42 U. S. C. S 12 101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this- contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceedings is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

**AVAILABLE PERSONNEL LISTING AND EMPLOYEE RELEASE OF
CONFIDENTIAL RECORDS CONSENT FORM:**

Identify ALL employees who will undertake services on behalf of the applicant.
Employees are required to sign in order for the Medford Police Department to perform
the required inquiries as to their criminal history and driver's abstract. Use additional
pages if necessary by photocopying this page.

EMPLOYEE:

FULL NAME: _____ SSN: _____ - _____ - _____

STREET ADDRESS: _____ CITY: _____

STATE: _____ ZIP: _____ HOME PHONE: _____

DATE OF BIRTH: _____ DRIVER'S LICENSE NO.: _____

EMPLOYEE SIGNATURE

Sworn and subscribed to me this ___ day of
_____, 20__

Notary Public
My Commission expires _____

HOLD HARMLESS

_____ ("Contractor") shall, to the fullest extent permitted by law of the State of New Jersey, indemnify and hold harmless the Township of Medford ("Township"), located in the Township of Medford, County of Burlington, State of New Jersey, and its agents and employees, from any and all claims, damages, losses and expenses including, but not limited to, bodily injury, sickness and damage to property (real or personal), and attorney's fees, arising out of the Contractor's service under a towing contract with the Township.

By:

Title:

Dated: