

Lakewood Board of Education
Lakewood, New Jersey



**STUDENT TRANSPORTATION SERVICES
NONPUBLIC COACH BUS TRIP**

**Bid Specifications
2021/2022**

Bid No. T19-2122

**Bid Opening Date: Thursday, March 22, 2022
Bid Opening Time: 10:00 a.m.**

Sealed Bids to be received and opened
In the

**Conference Room of the
Lakewood Board of Education
200 Ramsey Avenue
LAKEWOOD, NJ 08701**

Lakewood Board of Education

LAKEWOOD, NJ 08701

LEGAL NOTICE

The School Business Administrator/Board Secretary of the Lakewood Board of Education, in the County of Ocean, State of New Jersey, by authority of said Board, solicits sealed bids for 2021-2022 Student Transportation Services. Bids will be received at Board Room of the Lakewood Board of Education, located at 200 Ramsey Avenue, LAKEWOOD, NJ 08701 up to

10:00 a.m. Prevailing Time

Thursday, March 22, 2022

Student Transportation NONPUBLIC COACH BUS TRIP

2021/2022

BID T19-2122

Specifications and full information may be obtained upon request at the Transportation Office of the Lakewood Board of Education, located at 200 Ramsey Avenue, LAKEWOOD, NJ 08701.

All bids must be submitted on a bid form, contained in the specifications. Bids, which are not submitted on such form, will be rejected.

Specifications and proposal forms may be secured upon written request to:

Mr. Kevin Campbell

Assistant School Business Administrator/Board Secretary

Lakewood Board of Education

200 Ramsey Avenue

Lakewood, NJ 08701

Fax: 732-905-3687

Email: dpiasentini@lakewoodpiners.org

Bidders are required to comply with the requirements of P.L. 1975, c. 127 (N.J.A.C. 17:27), Affirmative Action.

The Lakewood Board of Education reserves the right to reject any or all bids. No proposals shall be opened previous to the hour designated in the advertisement and none shall be received thereafter—N.J.S.A. 18A:39-5.

By order of the Lakewood Board of Education.

Mr. Kevin Campbell

Assistant School Business Administrator/Board Secretary

Lakewood Board of Education

ADVISORY INFORMATION FOR BIDDERS

PROMPTNESS OF BID SUBMITTAL

It is the responsibility of the bidder to ensure their bid is presented in a sealed envelope to the Office of the School Business Administrator/Board Secretary, prior to the advertised bid date and time. No bids shall be received after the time designated in the bid advertisement. No extensions or exceptions will be made. The School Business Administrator/Board Secretary's Office is opened Monday through Friday from 8:00 am – 4:00 pm according to the school calendar and 8:00 am – 3:00 pm during the summer. Access to the School Business Administrator/Board Secretary's Office may be delayed because of security clearance. Bidders may also submit bids to the School Business Administrator/Board Secretary or designee at the bid opening meeting held in the Board of Education Meeting Room of the administration building, prior to the advertised bid opening date and time. Once again, bids will not be received after the time designated in the advertisement.

PARKING AND SECURITY

Security is of a paramount concern and all visitors will be asked for identification. The security check in process may take time. Parking in the vicinity of the board offices is at a premium and bidders may be directed to the visitor's parking lot. Allow enough time to locate a parking space and walk to the Board Room entrance.

Heavy traffic hours by the educational complex on school days are from **7:00 a.m. to 8:30 a.m.**, and between **1:40 p.m. and 2:15 p.m.**

MAIL

Mail is brought to the Board Offices in mailbags, approximately **10:00 a.m.** each day. The mail is sorted within the district system, by departments. The School Business Administrator/Board Secretary's Office routinely receives its mail at approximately **11:30 a.m.**

UPS / FED EX / AND OTHER EXPRESS DELIVERY SERVICES

Deliveries of this type usually begin at 10:00 a.m. These items are brought only to the receptionist at the main building entrance. The receptionist then calls the various departments with a request to pick up their items. There may be some delay in getting bids to the School Business Administrator/Board Secretary's Office.

HAND DELIVER BIDS – SUGGESTED PRACTICE

Keeping the aforementioned items in mind, it is suggested bidders arrange to hand deliver their bid to the Office of the School Business Administrator/Board Secretary, before the advertised

date and time. The person making the hand delivery will receive a time/date stamped receipt from BOARD OF EDUCATION officials.

Submission of Bids—Hand Deliver—Day of the Bid Opening

While the use of the US Postal Service or courier service is permitted, the district will accept hand-delivered bid packages at the Board of Education Administrative Offices, 200 Ramsey Ave., Lakewood, NJ. A **Security Specialist** is posted at the reception area from 9:00 a.m. to 5:00 p.m. Monday thru Friday and will accept any Bid Packages hand delivered. Respondents using this option are to submit bids, prior to the advertised date and time, to insure the Bid Package is received by the Assistant Business Administrator in a timely manner. No Bids will be accepted after the scheduled time of the Bid opening. There will be no personal contact with district officials during the hand delivering of bids due to the health emergency.

Opening of Bids—Online Live Streaming

To ensure there is “**social distancing**” amongst all parties in the opening, the opening will be conducted via online live streaming. The names of the vendors and their prices will be announced on the online live streaming which may be viewed by the general public and interested parties on the advertised submission date and time. All potential respondents are to visit the Board of Education at <https://www.lakewoodpiners.org/lakewood> on the day of the opening for further instructions.

SPECIFICATIONS FOR STUDENT TRANSPORTATION SERVICES

**Lakewood Board of Education
2021/2022**

GENERAL PROVISIONS

1. All contractors shall comply with current applicable New Jersey statutes, regulations and with the policies and procedures of the Lakewood Board of Education governing student transportation.
2. The term of the contract shall be from **May 13 thru May 15, 2022** unless so specified differently on the Route Descriptions. Student transportation contracts are deemed to include all State and Federal rules and procedures pertaining to student transportation though not expressly stated.
3. It is the intent of the Lakewood Board of Education to award a contract for transportation as soon as possible after the date set for the opening of bids and to require the successful contractor to provide transportation in accordance with the trip schedule. The successful bidder will be considered an independent contractor and shall not be deemed to be an agent, servant, employee, or representative of the Lakewood Board of Education.
4. As authorized by the Lakewood Board of Education, only enrolled, eligible, public and private school students, adults serving as chaperones or school personnel shall be transported. The vehicle (s) assigned to the routes specified herein shall not be utilized for

other purposes during the time periods designated by the route descriptions. There will be no commingling of students from any other school district, ESC or agency that is not specifically included in the bid specifications.

5. Vehicle(s) shall arrive and/or depart the assigned school(s) as indicated on the enclosed trip descriptions.
6. No transportation contract shall be subcontracted without the prior written approval of the Lakewood Board of Education.
7. Bids are to be placed in a sealed envelope and plainly marked, **"BIDS FOR 2021/2022 STUDENT TRANSPORTATION SERVICES NONPUBLIC COACH BUS TRIP. BID #: T19-2122 LAKEWOOD BOARD OF EDUCATION"** and presented to the School Business Administrator or designee of the Lakewood Board of Education. The School Business Administrator/Board Secretary or designated official shall unseal the bids in the presence of the parties bidding and publicly announce the contents. Bids will be received at the Lakewood Board of Education, Board Rooms, located at 200 Ramsey Avenue, LAKEWOOD, NJ 08701 up to

**10:00 a.m. prevailing time
Thursday, March 22, 2022**

It is the responsibility of each bidder to ensure that their bid is complete and presented to the School Business Administrator/Board Secretary prior to the advertised bid date and time.

No bids shall be opened previous to the hour designated in the advertisement and none shall be received thereafter. N.J.S.A. 18A:39-5

9. If awarded a contract, your company/firm will ensure compliance with all applicable federal, state and local regulations and will certify such compliance to the BOARD OF EDUCATION upon request.
10. If any litigation should arise between the Lakewood Board of Education and the successful bidder pursuant to the award of this contract, the venue for any suit shall be laid in the Superior Court of New Jersey, Law Division, in the county where the Board of Education administering the contract is located.

Lakewood Board of Education--Contact Officials

Director of Transportation

Name: Ingrid Reitano, and Avraham Kraweic, Transportation Managers

Office Telephone: 732-364-2400 x 7060

Emergency Cell Phone:

Fax: 732-905-3687

E-mail: leitano@lakewoodpiners.org

E-mail: akraweic@lakewoodpiners.org

Assistant School Business Administrator/Board Secretary

Name: Mr. Kevin Campbell

Office Telephone: 732-364-2400 x7011

Fax: 732-905-3687

E-mail: kcampbell@Lakewoodpiners.org

ACCIDENT REPORTING

1. Contractors shall ensure that every bus driver will: a) immediately inform the principal(s) of the receiving school(s) and the school business administrator or designee of the district board of education providing the transportation following an accident which involves an injury, death, or property damage, b) complete and file the accident report as prescribed by the Commissioner of Education and deliver it to the principal(s) of the receiving school(s) by the conclusion of the next working day, and c) deliver the report to the school business administrator or designee of the district board of education providing the transportation after it is signed by the principal(s) of the receiving school(s) in accordance with *N.J.A.C. 6A:27-12.2*. In addition, the driver must also complete and file a motor vehicle accident report in accordance with *N.J.S.A. 39-4:130*.

Accident reporting—N.J.A.C. 6A:27-12.2

(a) Every school bus driver shall immediately inform the principal of the receiving school and the school business administrator of the district board of education providing for the transportation following an accident which involves an injury, death or property damage. The driver shall also complete and file the Preliminary School Bus Accident Report provided by the district and prescribed by the Commissioner of Education within 10 days of the accident.

(b) In addition to the Preliminary School Bus Accident Report, the driver of a school bus involved in an accident resulting in injury or death of any persons, or damage to property of any one person in excess of \$500.00 shall within 10 days after such accident complete and file a Motor Vehicle Accident Report in accordance with *N.J.S.A. 39:4-130*.

Failure to properly report school vehicle accidents in accordance with law and code shall result in an assessment of an initial penalty of \$300.00 per accident.

AFFIRMATIVE ACTION

1. If awarded a contract, the vendor will be required to comply with the requirements of *N.J.S.A 10: 5-31 et seq.* and *N.J.A.C. 17:27*.
2. During the performance of this contract, the contractor agrees as follows:

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

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

(c) 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.

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

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

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

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

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

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

- ✓ **Letter of Federal Affirmative Action Plan Approval**
- ✓ **Certificate of Employee Information Report**
- ✓ **Employee Information Report Form AA302**

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

Affirmative Action Requirements

Each company shall submit to the Lakewood Board of Education, after notification of award, but prior to execution of a goods and services contract, one of the following three documents:

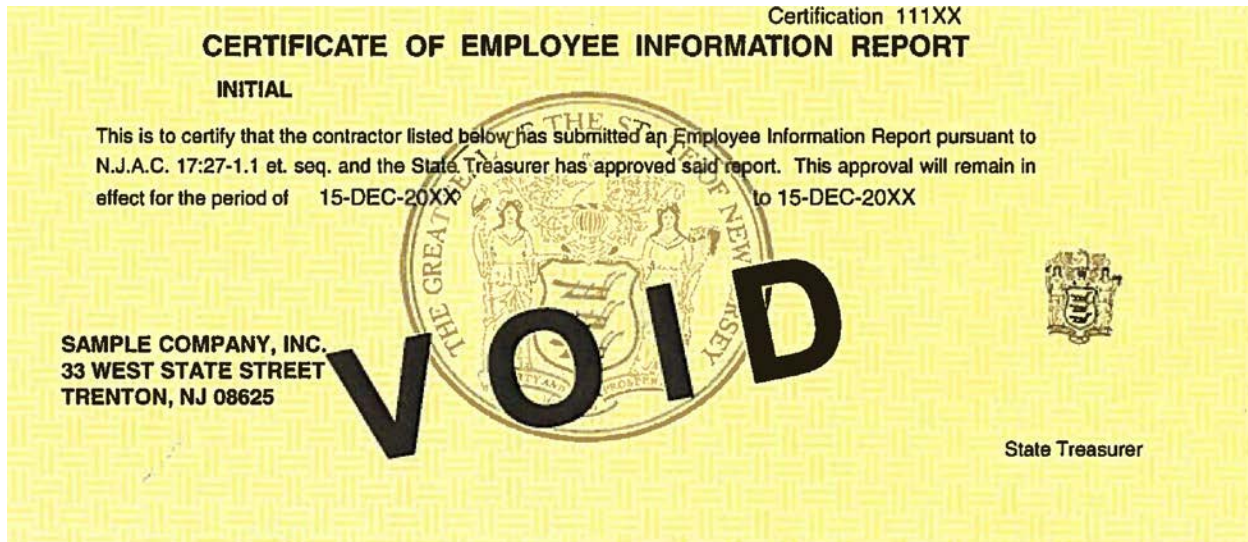
- ✓ Appropriate evidence that the contractor is operating under an existing federally approved or sanctioned affirmative action program;
- ✓ A Certificate of Employee Information Report approval issued in accordance with N.J.A.C.17:27-4; or
- ✓ An employee information report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with N.J.A.C. 17:27-4.

Please note: A completed and signed Affirmative Action Questionnaire is required with submission of bid/proposal.

Failure to submit the Certificate of Employee Information Report or other recognized Affirmative Action evidence prior to the award will result in the rejection of the bid/proposal.

If awarded a contract your company/firm will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq., and N.J.A.C. 17:27 et seq., and the terms and conditions of the Mandatory Equal Employment Opportunity Language—Exhibit A.

Sample Certificate of Employee Information Report



ANTI-BULLYING BILL OF RIGHTS—REPORTING OF HARASSMENT, INTIMIDATION AND BULLYING

The contracted service provider shall comply with all applicable provisions of the New Jersey Anti-Bullying Bill of Rights Act—N.J.S.A. 18A:37-13.1 et seq., all applicable code and regulations, and the Anti-Bullying Policy of the Board of Education. The district shall provide to the contracted service provider a copy of the board’s Anti-Bullying Policy.

In accordance with N.J.A.C. 6A:16-7.7 (c), a contracted service provider, who has witnessed, or has reliable information that a student has been subject to harassment, intimidation, or bullying shall immediately report the incident to any school administrator or safe schools resource officer, or the School Business Administrator/Board Secretary.

ANTI-DISCRIMINATION PROVISIONS—N.J.S.A. 10:2-1

N.J.S.A. 10:2-1. Anti-discrimination provisions. Every contract for or on behalf of the State or any county or municipality or other political subdivision of the State, or any agency of or authority created by any of the foregoing, for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees that:

- a. In the hiring of persons for the performance of work under this contract or any subcontract

hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L.1985, c.490 (C.18A:18A-51 et seq.).

BASIS OF BID AND ADJUSTMENTS

1. The bidder shall submit the bid on the bid sheet contained in these bid specifications. Bids shall be submitted on a per diem or per hour basis as indicated on the enclosed bid sheet. Other bid sheets are not acceptable.
2. Calculations to determine the per-student cost shall include all students on the trip.

BID GUARANTEE and CONSENT (CERTIFICATE) OF SURETY

Bid Guarantee—Five (5%) Percent; Not to Exceed \$50,000

As a requirement for this bid, each bid shall be accompanied by a bid bond, cashier's or certified check for five percent (5%) of the amount of the annual contract cost, but in no case may the certified check, cashier's check or bid bond exceed \$50,000. No other form of guarantee is authorized. This guarantee shall be made payable to the "Lakewood Board of Education".

Such deposit shall be forfeited upon refusal of a bidder to execute a contract; otherwise, checks shall be returned when the contract is executed and a surety (performance) bond is filed with the Lakewood Board of Education. The bid security check for all unsuccessful bidders, except for the three lowest bidders, will be returned within 10 days after the bid opening (Saturdays, Sundays and holidays excepted).

The annual contract amount of per diem contracts shall be calculated by multiplying the total per diem cost by 180 days. The Bid Guarantee shall be signed and sealed and must show the Bid Number on it.

All bid bonds submitted must be signed and witnessed with original signatures. The Board will not accept facsimile or rubber stamp signatures on the bid bond. **Failure to sign or witness the bid bond by either the Surety or Principal, and/or failure to submit the properly executed bid bond with the bid package, shall be deemed cause for disqualification and rejection of the bid.**

The Attorney-in-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the Power of Attorney. The Lakewood Board of Education will only accept bid bonds from companies that are licensed and qualified to do business in the State of New Jersey. Such a list may be available upon request to the State of New Jersey, Department of Banking and Insurance, P.O. 040, Trenton, New Jersey 08625. **Failure to submit a properly executed bid guarantee shall be cause for disqualification and rejection of bid.**

Consent of Surety—Requirement for Bid

As a requirement for this bid, each bid **shall** be accompanied by a Consent of Surety, which must be dated.

The Consent of Surety shall be issued from a surety company licensed and qualified to do business in the State of New Jersey. All certificates (consent) of surety documents must be signed with original signatures.

The Board will not accept facsimile or rubberstamp signatures. The certificate (consent) of surety, together with a power of attorney must be submitted with the bid. Submission of a Consent of Surety which contains any prior conditions upon the Surety's issuance of the required Bonds (other than the award of the contract) may be cause for rejection of the bid.

Failure to sign the Certificate (Consent) of Surety by either the Surety or Principal, and failure to submit the properly executed Certificate (Consent) of Surety with the bid package, shall be deemed cause for disqualification and rejection of the bid.

PERFORMANCE GUARANTEE

A corporate performance surety bond in an amount equal to the annual amount of the contract shall be required of the successful bidder. Each bid shall be accompanied by a signed Prescribed Form of Questionnaire, included in these specifications.

PERSONAL SURETY BONDS—NOT ACCEPTED BY THE BOARD OF EDUCATION

Personal surety bonds will not be accepted by the Lakewood Board of Education.

BUSINESS REGISTRATION

All bidders are hereby notified that every business organization must submit with their bid a copy of their Business Registration Certificate, in compliance with P.L. 2004, c 57 of the State of New Jersey.

Request of the Board of Education

All bidders or companies providing responses for requested proposals are requested to submit with their response package a copy of their “New Jersey Business Registration Certificate” as issued by the Department of Treasury of the State of New Jersey.

The Board reminds all respondents that failure to submit the New Jersey Business Registration Certificate prior to the award of contract will result in the rejection of the proposal.

CHILD ABUSE AND NEGLECT; REPORTING SUSPICIONS OF

Bus drivers or aides who have reasonable cause to believe that a child has been subjected to any type of child abuse or neglect, shall **IMMEDIATELY** report any such suspicions to their supervisor.

The bus company supervisor shall report the suspicions, verbally and then followed up in writing, first to the school principal and then to either the Director of Transportation or the School Business Administrator. It is the responsibility of the school principal to investigate the suspicions and to notify the Division of Child Protection and Permanency.

EXECUTIVE COUNTY SUPERINTENDENT APPROVAL OF CONTRACTS

All transportation contracts require the approval of the Executive County Superintendent of Schools.

Contract Requirements—Return of Contracts

Pursuant to N.J.A.C. 6A:27-9.9 (b), the Board of Education is required to submit all transportation contracts for approval to the Executive County Superintendent of Schools within thirty (30) days of the award or by September 1 of the school year in which transportation is to be provided.

The contractor understands that it is imperative that contracts be returned to the Board in a timely manner in order to comply with the state requirements. The contract must be executed and returned within ten (10) calendar days from the date the contractor received it from the

Board. Contracts not returned to the Transportation Department within ten (10) calendar days of receipt by contractor, shall be subject to penalties as noted in the bid specifications Penalties Section. Successful contractors must acknowledge receipt of the contracts at the time of receipt of the contracts.

CONTRACT; BREACH OF CONTRACT

In the event the contractor fails to provide service in accordance with these specifications and stated requirements, the contractor shall be considered in breach of contract. Cancellation of the contract and/or enforcement of contractor's performance bond may result.

CONTRACT PAYMENT TERMS

1. The contractor shall execute the contract and submit it to the Lakewood Board of Education with all required related documents in order for the Lakewood Board of Education to comply with the timeline for submission of contracts to the Executive County Superintendent. Failure to do so may result in a delay in the scheduled payment of services. Contractors shall visit the Department of Education's Student Transportation website to become familiar with the contract to be executed.
2. The contractor agrees to execute, bond and return all contracts including emergency contracts within ten (10) working days of receipt. If through the inaction of the contractor, contracts do not reach the Executive County Superintendent of Schools by the required or established time set for such submittals and the district loses money by not being reimbursed or is otherwise fined, the contractor agrees to pay any and all monies lost by the district.
3. The successful contractor agrees to promptly sign any necessary contract addenda as required by law, and return same within five (5) days to the Transportation Department. Failure to execute contracts or contract addenda within the prescribed time period will result in a \$100.00 per day penalty each day beyond the aforementioned time period. The Lakewood Board of Education reserves the right to withhold any and all monies due to the contractor until all requirements above are satisfied
4. Payment for the trip will be made after approval at the subsequent Board of Education Meeting.
5. Payments are subject to approval by the Lakewood Board of Education Board. Therefore, payments may be delayed depending on the Board's meeting schedule.

CONTRACTOR PERSONNEL/OFFICE CONTACT AND EQUIPMENT

All transportation contractors shall have a dispatcher on duty during the hours of **6:00 am through 6:00 pm**, each day according to the school calendar. The transportation company shall provide the following contact information for the dispatcher:

- Company phone number with dispatcher private line;
- Company cell phone number for the dispatcher;
- Company e-mail address of the dispatcher; and
- Company fax number.

The successful bidder must also have available a **fax machine** in operating order twenty-four (24) hours per day, seven (7) days per week.

The contractor hereby agrees that said fax machine will not be altered as to block out contractor's fax number, time and date. All copies received by the contractor must be able to record a confirming number (vendor's fax number) on the Lakewood Board of Education transmission page.

The contractor must have available to the LAKEWOOD Public Schools and parents, live person telephone answering services from the hours of 6:00 am to 6:00 pm and/or until the last vehicle servicing the School District has returned to the garage, whichever is later. In any case, phone service must be available until at least 6:00 pm during the day services are being performed. They must also have available a responsible person at a specific designated address to make any and all changes as well as handle complaints, and make decisions regarding operations.

DISCLOSURE OF POLITICAL CONTRIBUTIONS

The contractor is advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20:13 (P.L. 2005, c.271, s.3) if the contractor receives contracts in the aggregate in excess of \$50,000 from public entities in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

Chapter 271 Political Contribution Disclosure Form

As a requirement for this bid, all bidders shall complete, sign and submit with their bid response, the Chapter 271 Political Contribution Disclosure Form which said form is part of the bid package. Failure to complete, sign and submit the form may be cause for the rejection of the bid.

Award of Contract -- Reportable Contributions -- N.J.A.C. 6A:23A-6.3 (a) (1)

"No board of education will vote upon or award any contract in the amount of \$17,500 or greater to any business entity which has made a contribution reportable by the recipient under P.L.1973, c83 (codified at N.J.S.A. 19:44A-1 et seq.) to a member of the board of education during the preceding one year period.

Contributions During Term of Contract – Prohibited -- N.J.A.C. 6A:23A-6.3 (a) (2-3)

“Contributions reportable by the recipient under P.L. 1973, c83 (codified at N.J.S.A. 19:44A-1 et seq.) to any member of the school board from any business entity doing business with the school district are prohibited during the term of the contract.”

“When a business entity referred in 4.1(e) is a natural person, contribution by that person’s spouse or child that resides therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.”

The Chapter 271 Political Contribution Disclosure form shall be submitted with the response to the bid/proposal. Failure to provide the completed and signed form shall be cause for disqualification of the bid/proposal.

DRIVERS

1. The driver shall be a reliable person of good character who shall possess the qualifications and communications skills necessary to perform the duties of the position, and comply with the rules set forth for drivers in all federal, state and local regulations including, but not limited to, the Omnibus Transportation Employee Testing Act, N.J.S.A. 18A:39-17 through 20 (background check), and tuberculosis testing. (Note: This requirement also applies to Certified Mobility Assistance Vehicle (MAV) Technicians transporting students with medical needs to and from school or school related activities in mobility assistance vehicles.), and tuberculosis testing.
2. The bus driver shall be in full charge of the bus at all times and through the dispatcher, will be required to report unmanageable students to the district transportation supervisor and principal of the receiving school on the district prescribed incident/discipline form provided by the Lakewood Board of Education.

ADDITIONAL SCHOOL BUS DRIVER INFORMATION/REQUIREMENTS

Bus driver required to be on the bus when pupil present—N.J.S.A. 18A:39-27.

- a. Notwithstanding the provisions of any other law, rule or regulation to the contrary, no school pupil shall be allowed on board a school bus unless the bus driver or other employee of the school board or school bus contractor is also on board the bus.
- b. The provisions of subsection a. of this section shall not apply when a bus driver leaves the bus to assist in the boarding or exiting of a disabled pupil or in the case of an emergency.

Inspections of school bus for pupils by driver at end of transportation route-N.J.S.A. 18A:39-28

A bus driver shall visually inspect the bus to which he is assigned at the end of the transportation route to determine that no pupil has been left on the bus. For the purpose of this act, "bus" means every motor vehicle operated by, or under contract with, a public or governmental agency, or religious or other charitable organization or corporation, or privately operated for compensation for the transportation of children to or from school for secular or religious education, which complies with the regulations of the Department of Education affecting school buses, including "School Vehicle Type I" and "School Vehicle Type II" as defined pursuant to R.S.39:1-1."

Cell Phone for Bus Driver

As noted in the specifications, the Board of Education requires as mandatory equipment, an operable two way radio system. The Board also requests that all drivers be issued a working cell phone as a back up to the two way radio requirement.

Driver Information Documentation—CDL License with P Endorsement

All contractors shall submit upon award of a route(s), the name of the school bus driver assigned to each route and provide a copy of the current driver's license for the driver. If the driver is different from the a.m. run, and the p.m. run, the name of the driver and a copy of the current driver's license is also required. Failure to provide information, may result in penalties being assessed for noncompliance.

The successful bidder agrees to furnish the Transportation Coordinator a list of drivers and attendants by route number who will be servicing the routes within ten (10) days of the awarding of said contract. The listing provided must identify each attendant and driver by category. The successful bidder agrees to submit the following for each driver:

- Legible Copy of Driver's CDL License with P (Passenger) Endorsements
- Home Address

Medical Certificate/Examination--N.J.S.A. 39:3-10.1

This law requires bus drivers to submit medical certificate to employer to prove continuation physical fitness and to submit to medical examination that includes certain screenings. **S2848—P.L. 2018 c.151**

Dress; Uniforms for Drivers and Aides

The Office of Transportation strongly urges all student transportation companies to provide to drivers and aides a company identifying uniform clothing e.g. shirt, sweater, windbreaker, parka, etc., that identifies the driver and aide as an employee of their company.

Bus drivers shall not wear shorts, tank tops, slip on sandals, shoes with open heel or toes or other clothing deemed inappropriate by district staff. Bus drivers and transportation aides are prohibited from using electronic devices such as cell phones, smart phones both hand held on wrist watch types, unless the use of such devices is needed in the times of emergent conditions on or about the school vehicle. Drivers and aides are prohibited also to use or view iPod or

other music or entertainment devices, including wearing earphones, Bluetooth, ear buds and other similar devices while the school vehicle is in operation.

Gifts to Students; Prohibited

Drivers are not to give gifts, presents or food/drink products to any students.

Inspection of Bus Driver's License

The School Business Administrator/Board Secretary or his authorized agent, reserves the right to request, receive and inspect the driver license of any I bus driver under contract with the Lakewood Board of Education. All drivers shall possess a valid and current New Jersey CDL license with P endorsements.

Seat Belts

Drivers shall wear a properly adjusted and fastened seat belt whenever the vehicle is in motion.

Speeding, Careless or Unsafe Driving

If during the course of transporting students under contract with the Board of Education, the school bus driver is stopped by law enforcement officials or the NJ Division of Motor Vehicles School Bus Division for any speeding, careless or unsafe driving, the bus contractor will be assessed penalties as noted in the Penalties Section of this bid.

Transporting Students—Safe and Efficient Manner

School bus drivers are not to do or perform any other activity that may distract and/or prevent the transportation of students in a safe and efficient manner.

Communication Skills of Driver—English Language

The Board of Education requires that either the bus driver and/or the student transportation aide on each route possess sufficient English communication skills (written and verbal) to ensure the safety of all children, the safe operation of the vehicle, proper route compliance, the effective reporting of any safety discipline, and or safety incidents, and all other duties as specified within this bid. It is imperative that directions given by the bus driver and/or transportation aide, especially in case of an emergency, be clearly understood by the parents and students on the route.

The transportation aide shall wear a properly adjusted and fastened seat belt whenever the vehicle is in motion.

DRUG AND ALCOHOL TESTING

If awarded a contract, the vendor will be required to certify to Lakewood Board of Education that you are in compliance with the drug and alcohol requirements of the Omnibus Transportation Employee Testing Act.

DRUG, ALCOHOL AND TOBACCO USE – STATE LAW AND SCHOOL DISTRICT POLICY

All bidders are reminded that NJ State Law and the BOARD OF EDUCATION policy concerning drugs, alcohol, tobacco and controlled dangerous substances contains the following paragraph:

Students are prohibited from possessing, consuming or distributing drugs or alcohol in any form while at school, in co-curriculum programs, on school grounds, attending a school-related function on or off campus, and when going to and coming from school.

Students are further prohibited from smoking cigarettes or using other tobacco products in any form in school buildings or on school grounds (*including the school bus*).

If the bus driver or the transportation aide observes a student violating the policy by possessing, consuming or distributing drugs or alcohol or if the student appears to be under the influence of a chemical substance, that behavior should be reported to the school principal as soon as possible.

These requirements also pertain to school bus drivers and school bus aides. The school bus vehicle shall be smoke free at all times whether students are being transported or not. Failure to adhere to this policy by either the bus driver or aide may lead to suspension and termination.

EMERGENCY PROVISIONS

1. In the event the school is closed due to inclement weather or other emergencies, the contractor shall be notified as soon as possible by the public school authorities providing transportation. Contractors are advised to listen to school closing announcements broadcast over the local networks.
2. In an emergency where the contractor cannot meet the schedule, or if the school has a change in schedule, the party responsible for any change shall immediately notify the other party.

IDLING OF SCHOOL BUS VEHICLES—Enforcement—Three (3) Minute Rule

The Board of Education reminds all bus contractors, that all efforts will be taken to strictly enforce New Jersey's idling requirements for bus vehicles.

Idling Limit Time for School Bus Vehicles—Three (3) Minutes

No person shall cause, suffer, allow, or permit the engine of a gasoline-fueled motor vehicle or diesel-powered motor vehicle to idle for more than **three (3) consecutive minutes** if the vehicle is not in motion.

Reference N.J.A.C. 7:27-14.3 and N.J.A.C. 7:27-15.8.

Actively Discharging of Picking Up Passengers—Fifteen (15) Minutes

School bus vehicles may idle while actively discharging or picking up students for a fifteen (15) consecutive minutes in a sixty (60) minute period.

Reference N.J.A.C. 7:27-14 and N.J.A.C. 7:27-15

INSURANCE COVERAGE--\$5,000,000 Combined Single Limit

Automobile Liability Coverage--\$5,000,000

The Lakewood Board of Education requires an automobile liability insurance coverage greater than the minimum amount. The contractor shall provide automotive liability insurance in the amount of **\$5,000,000 or greater, combined single limit per occurrence.**

Workers Compensation Coverage—Minimum Limits as Required by New Jersey
Evidence of adequate Workers Compensation Insurance as required by the laws of the State of New Jersey and the United States, must be available for perusal. The Board of Education requires the minimum limits as mandated by the State of New Jersey for

Bodily Injury by Accident	Each Accident
Bodily Injury by Disease	Policy Limit
Bodily Injury by Disease	Each Employee

EVIDENCE OF BIDDER'S ABILITY TO OBTAIN AUTOMOBILE INSURANCE COVERAGE--FORM

As a requirement for this bid and pursuant to N.J.A.C. 6A:27-9.3 (e) (8), all bidders are to provide and submit with their bid response, proof of ability to obtain automobile liability insurance coverage required by the bid specifications. The Board of Education has provided the following form in the bid packet

**EVIDENCE OF BIDDER'S ABILITY
TO OBTAIN AUTOMOBILE INSURANCE COVERAGE
N.J.A.C. 6A:27.9.3 (e) (8)**

The required form is to be completed and signed by the **bidder's insurance agent**. The signed and completed form is to be submitted with the bid. Failure to have the form completed and signed by the insurance agent and failure to have the form submitted with the bid, shall be cause for the bid to be rejected.

Insurance Certificate with Contract—Submitted Prior to Execution of Contract

Companies that have been awarded transportation contracts shall submit an original certificate of insurance provided by your insurance carrier/provider that meets the requirements of the bid specifications. The original insurance certificate is to be presented prior to the execution of contract and will last for the duration of the contract.

Insurance—Contractor Responsibility

The contractor shall assume full responsibility for bodily injuries to or the death of any of the occupants on the buses used in the performance of this contract, or any other persons, by reason of any accident for which he/she or his/her agents shall be legally liable, and for the

security of which he/she shall deposit with the District a public liability policy contract issued by a reliable insurance company, approved by the Lakewood Board of Education, indemnifying the contractor and his/her agents for such liability shall be furnished.

Contractor agrees to hold the Lakewood Board of Education, their officers, agents, servants and employees harmless from all loss or damages occasioned to it or to any third party or property by reason of carelessness or negligence on the part of the contractor, sub-contractor, agents, servants and employees in the performance of said contract and will after notice therefore defend and pay the expenses of the defense of any such suit which may be commenced against the District Superintendent, The Lakewood Board of Education, their officers, agents, servants and employees by third parties alleging any injury by reason of such carelessness or negligence and will pay any judgment that may be obtained against the District Superintendent, The Lakewood Board of Education, its officers, agents, servants and employees as well as any interest that may appear in such suit.

Cancellation of Policy

The successful bidder's insurance company shall forward notice, in the event of cancellation of the policy, ten (10) days prior to the date of termination of the coverage specified.

1. The district board of education and the Executive County Superintendent shall be notified by the insured whenever any policy is cancelled. Notification shall be made within 48 hours of the receipt of the notification of the cancellation by the insured, and before the cancellation takes effect.
2. If applicable, the contractor will protect, defend, and save harmless the Lakewood Board of Education, its employees from any suits or actions of every nature and description brought against it for or on account of any injuries or damages received or sustained by any party or parties by or from any acts of the contractor, its servants or agents as a result of the performance of the contract.

Maintenance of Required Coverage Rates—Duration of Contract

As a requirement for this bid the contractor shall provide automotive liability insurance in the amount of **\$5,000,000 or greater, combined single limit per occurrence**. The contractor shall maintain the required coverage rate throughout the term of the contract. Failure to maintain or decreasing the required coverage rate, in any manner, anytime during the term of contract shall be cause for possible breach of contract. The Lakewood Board of Education considers this activity a very serious matter and will report any contractor who fails to maintain the required coverage to the New Jersey Division of Motor Vehicles, the Executive County Superintendent and the New Jersey Department of Banking and Insurance.

IRAN DISCLOSURE OF INVESTMENT ACTIVITIES

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a

person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification.

If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

In addition, bidders must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes on the lower portion of the enclosed form.

Lakewood Board of Education has provided in this bid package a form entitled:

Disclosure of Investment Activities in Iran

All bidders are to complete, sign and submit the form with their bid response.

Failure to complete, sign and submit the Disclosure of Investment Activities in Iran form prior to the award of the contract shall be cause for rejection of the bid.

LITIGATION AND COMPLIANCE

If any litigation should arise between the Lakewood Board of Education and the successful bidder pursuant to the award of this contract, the venue for any suit shall be laid in the Supreme Court of New Jersey, Law Division of the county in which the Board of Education administering the contract is located.

If awarded a contract, your company/firm will ensure compliance with all applicable Federal, State, and Local Regulations and will certify such compliance to the board of education upon request.

MAINTENANCE OF CONTRACT RECORDS

The contractor is advised that relevant records of private vendors or other persons entering into contracts with covered entities are subject to audit or review by the Office of the State Comptroller pursuant to *N.J.S.A. 52:15C-14(d)*. The contractor shall maintain all documentation related to products, transactions, or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

MODIFICATIONS

Any modifications to these specifications after the public advertisement for bids and prior to the scheduled bid opening will be made known by certified mail to all bidders who requested specifications.

PENALTIES TO TRANSPORTATION CONTRACTOR

The Lakewood Board of Education gives as notice and guidance to all bus contractors of a list of penalties that may be assessed against transportation contractors for failure to provide equipment and/or services pursuant to the terms and conditions of this contract. It is the desire of the Board not to assess penalties against contractors. It is our goal and mission to have all contractors to provide equipment and services as specified, in order to transport all students in a safe and efficient manner.

STATEMENT OF OWNERSHIP DISCLOSURE

All bidders are hereby notified that every corporation and partnership, according to the provision of Chapter 33, Laws of 1977 of the State of New Jersey, must submit a statement prior to the receipt of the bid or accompanying the bid, setting forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock, of any class or of all partners in the partnership, who own 10% or greater interest therein, as the case may be. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partner's 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, has been listed.

As amended by P.L. 2016 c.43, no business organization, regardless of form of ownership, shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said business organization, bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership.

The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of business organizations, including, but not limited to, corporations and partnerships, publicly-owned corporations, limited partnerships, limited liability corporations, limited liability partnerships, sole proprietorship, and Subchapter S corporations. **Failure to submit a disclosure document shall result in rejection of the bid as it cannot be remedied after bids have been opened.**

SUBCONTRACTING PROHIBITED

No transportation contract shall be subcontracted without the prior written approval of the Lakewood Board of Education.

TERM OF CONTRACT

The term of the awarded contract shall be **FROM MAY 13, 2022 thru MAY 15, 2022** or the length of the school trip.

TRANSFER OF CONTRACT

The successful contractor agrees to notify the Transportation Coordinator or his/her designee in writing, when the firm, company, partnership, or business is sold forty-five (45) days prior to the signing of the contract sale. The contractor (seller) agrees to require the purchaser to execute PUPIL TRANSPORTATION CONTRACT TRANSFER AGREEMENT for each route and specifications as well as bonding. Affirmative Action Forms and other requirements of the law including rules, regulations and procedures of the State of New Jersey Department of Education and the Lakewood Board of Education. It is further agreed the purchaser will not service any route until the proper district resolution, affirming the transfer of all routes are adopted and contracts are properly transferred to the name of the new owner.

Whenever a contractor has entered into or intends to enter into an agreement to sell or assign to a purchaser all of the contractors' rights and liabilities with respect to the transportation contract between Lakewood Board of Education and the contractor, such assignments require the approval of both the Lakewood Board of Education and purchaser.

The transfer shall impose no additional cost to the Lakewood Board of Education. All terms of the original contract shall remain in effect. The assignment between the Board of Education and purchaser provides:

- Affirmative action documentation;
- Certificate of insurance;
- Corporate surety (performance bond);
- Iran Disclosure Form;
- Stockholders/ownership disclosure statement; and
- Other documents that may be required by the board of education.

The prescribed pupil transportation contract transfer agreement shall be completed for each contract. The transfer must be approved by the Lakewood Board of Education.

TRIPS

The direction of the vehicle shall be the safest most direct route to and from the destination.

TUBERCULOSIS TESTING

The contractor shall ensure that all bus drivers are tested for tuberculosis infection in compliance with N.J.A.C. 6A:32-6.3.

VEHICLES

1. Transportation equipment shall be properly registered by the Motor Vehicle Commission, meet all current specifications in accordance with Federal and State law, the rules of the State Board of Education, and any additional specifications of the Lakewood Board of Education.

Vehicle Registration Cards—Copies Required—Submit with Route

All contractors must submit upon awarding of a route, a copy of the vehicle registration card of the vehicle assigned to the route. Failure to provide the copies of the vehicle registrations may lead to penalties being assessed.

2. All vehicles shall be systematically inspected twice within the year and display a bus certification inspection sticker to ensure that such vehicles and equipment are in safe and proper operating condition.
3. The contractor shall provide and maintain an adequate number of buses, including spares, to safely transport any and all students assigned to the routes contained in this bid and to assure uninterrupted service in the event of mechanical breakdown.

Breakdown of Vehicle

In the event of a breakdown of a school bus vehicle, the transportation company shall:

- Notify the company dispatcher to send a backup vehicle;
 - Notify Parent/Guardian of any delays;
 - Contact police if the need warrants police assistance;
 - Contact receiving school principal of vehicle disability;
 - Contact Transportation Department of the Lakewood Board of Education
4. The Lakewood Board of Education or designee reserves the right, during the term of the contract, to inspect for approval any vehicle in use on routes covered by the contract and further reserves the right to ride any vehicle on a route covered by the contract.
 5. The Lakewood Board of Education will not reimburse the contractor for the cost of repairs for any damage to vehicles caused by students.
 6. Inspection; Bi-Annual
The successful bidder agrees to provide copy of written verification (inspection report) of bi-annual inspection to the Transportation Coordinator after completion of inspections, but in no event later than 30 days after the due date for passing of inspection. The verification shall include bus number, VIN number, license number, and inspection sticker number. The Transportation Coordinator and/or designee upon receipt of verification shall perform an on-site inspection of vehicles at the vendors' depot or at school buildings.

No vehicle is to be used by a contractor on any route contracted to the LAKEWOOD Public Schools unless the vehicle has been previously inspected and approved in writing by the Transportation Coordinator or designees. FAILURE TO COMPLY WILL RESULT IN NON-PAYMENT AND POTENTIAL TERMINATION OF THE CONTRACT

Other Vehicle Conditions and Requirements

Alternate Transportation

If in the event of vandalism to the bus fleet or in case of severe inclement weather and the number of operable buses necessary to complete all runs is fewer than required, it is the contractor's responsibility to arrange for immediate alternate transportation that meets the full intent of the specifications with notification to the Transportation Coordinator or designee that said alternative transportation will be provided by a district-approved vendor.

Garage Facilities

The contractor shall provide such garage service, cleaning, repairmen, maintenance service, and other facilities and services as shall be necessary to maintain each bus used in the performance of the contract and daily satisfactory operating condition. Pursuant to all approved rules and regulations, each bus must be heated when in use during cold weather, and must present a good appearance at all times. The contractor's service embraces all cost of operation and maintenance, and includes the of competent operating personnel, equipment, gas, oil, tires, repairs, cleaning service, and all other matters and things necessary to provide safe, efficient, comfortable and prompt transportation and buses of modern design and in first-class mechanical condition.

Record Keeping; Vehicle Maintenance and Inspection

In accordance with N.J.A.C. 6A:27-7.9, bus owners shall retain all records of inspection and quarterly maintenance reports for the life of the vehicle. Such records shall be available for the review by the New Jersey Motor Vehicle Commission, Department of Transportation, and Department of Education. Inspection records must include:

- A daily vehicle condition report by a driver. These reports must be retained for not less than thirteen (13) months.
- A record of vehicle inspection.
- A systematic inspection and quarterly maintenance record signed by the person making repairs and inspection, which shall be maintained for each vehicle.
- For leased or otherwise contracted vehicles an identification of the leaser
Or contractor furnishing the school bus shall be included.

Quarterly bus inspections performed by the contractor for buses servicing the LAKEWOOD Public School routes shall be completed and a written report of the condition of each vehicle shall be placed in the Maintenance File. Said file shall be open to inspection by the Transportation Coordinator and/or designee between 7:00 A.M. and 6:00 P.M. daily, Monday thru Friday. Copies of all maintenance records and quarterly inspections shall be forwarded to the Transportation Department within three (3) days upon written request and immediately whenever an emergency situation arises. An emergency situation shall be decided by the Transportation Coordinator and/or designee. Once an emergency situation has been declared, no disagreement on the part of the contractor will be accepted.

Vehicle Required; Determined in Route Sheet Description

The route sheets will determine the type and size of vehicle to be used and will specify lift vans or buses as necessary. The route sheet will also indicate whether the route is to and from school within district, or out of district. This will determine the type of contract to be issued to the vendor after award. The route sheet will also specify the number of attendants required. (In cases of out-of-district pupil transportation requested on the route sheet, the LAKEWOOD School District reserves the right to bid by route, per pupil, by mileage, or by vehicle on a per diem or per annum basis. The type of bidding for out-of-district service will be noted on the route sheet.)

VEHICLE EQUIPMENT REQUIREMENTS

All vehicles used in the performance of this contract shall be equipped pursuant to Federal Law, State Law and Administrative Code. The Lakewood Board of Education also requires all vehicles to have in good working order the following equipment on the school vehicles:

- **GLOBAL POSITIONING TRACKING DEVICE (GPS)—REAL TIME MONITORING**

The Board of Education requires that all transportation vehicles be equipped with a Global Positioning Tracking Device. The GPS must be able to provide real time monitoring of bus location, direction, speed, stops and idle time at each stop. It must also be able to provide reports, with any of the above information, when requested. The system must have the ability to send detailed reports via email to the district.

- **CHILD RESTRAINT SYSTEMS-SEATBELTS**

The Lakewood Board of Education expects all contractors to provide equipment for school vehicles as specified in the bid. The equipment shall also be operational at all times. Failure to provide equipment or to ensure the equipment is operations will lead to penalties to be assessed and may also lead to a possible breach of contract.

PENALTIES TO TRANSPORTATION CONTRACTOR

The Board of Education has provided in this bid specification package a list of penalties that may be assessed. All bidders are to review the section in the bid packages entitled Penalties for Transportation Companies.

PENALTIES FOR TRANSPORTATION CONTRACTORS

The section on Penalties for Transportation Contractors provides a list of monetary penalties to be assessed on the failure to comply with the bid specification requirements on the following:

- Accidents
- Equipment; Failure to Provide; Non-operational
- Passengers; Unauthorized
- Service; Failure to Provide

- Sole Purpose of Vehicle
- Students Left on the Vehicle
- Vehicle Maintenance
- Vehicles; Unauthorized

All contractors are encouraged to share the list of penalties with all drivers and aides working on student transportation routes for THE BOARD OF EDUCATION.

Right to Appeal/Dispute

The contractor may dispute said penalties. He/she shall serve notice of appeal upon the Superintendent within (30) days of the penalty being served. The decision of the Board of the Lakewood Board of Education shall be final and binding.

**LAKEWOOD
BOARD OF EDUCATION

LAKEWOOD, New Jersey**

**PENALTIES
TRANSPORTATION CONTRACTOR**

**Lakewood Board of Education
LAKEWOOD, New Jersey**

PENALTIES TO TRANSPORTATION CONTRACTOR

The Lakewood Board of Education gives as notice and guidance to all bus contractors of a list of penalties that may be assessed against transportation contractors for failure to provide equipment and/or services pursuant to the terms and conditions of this contract. It is the desire of THE BOARD OF EDUCATION not to assess penalties against contractors. It is our goal and mission to have all contractors to provide equipment and services as specified, in order to transport all students in a safe and efficient manner.

Breach of Contract

In the event the contractor fails to provide service in accordance with these specifications and stated requirements, the contractor may be considered in breach of contract. Cancellation of the contract and/or enforcement of contractor's performance bond may result.

Accidents

- **Accident; Failure to Report**

The Lakewood Board of Education requires all school bus drivers and transportation contractors to notify the appropriate personnel when there is a school bus accident.

Penalties will be assessed by the Lakewood Board of Education when accidents are not reported in a timely fashion and are not in compliance with N.J.A.C. 6A:27-12.2 and school Lakewood Board of Education policy and procedures. The penalties are as follows:

- **Immediate Notification of Accident**

Failure to immediately notify the Lakewood Board of Education of a school bus accident, shall lead to an initial penalty of **\$300.00** and a per **diem** penalty for each day the accident is not reported.

- **Preliminary School Bus Accident Report - Failure to Submit**

Failure to submit a completed and signed Preliminary School Bus Accident Report (PSBAR) to the Lakewood Board of Education Office of Transportation, within ten (10) days of the accident, shall lead to a penalty of **\$300.00 per diem** for each day after the ten (10) day deadline.

Equipment; Failure to Provide; Non-operational

The Lakewood Board of Education expects all contractors to provide equipment for school vehicles as specified in the bid. The equipment shall also be operational at all times. Failure to provide equipment or to ensure the equipment is operations will lead to penalties to be assessed as follows:

- **Digital Video Recording System (DVRs); Failure to Provide**

The Lakewood Board of Education requires that all school vehicles be equipped with a digital video recording system. Failure to have digital video recording systems on the bus or to

provide the Lakewood Board of Education with a copy of a video recording when requested, may lead to a penalty of \$300.00 per occurrence.

- **Global Positioning System (GPS); Failure to Provide**

The Lakewood Board of Education requires that all school vehicles under contract with the board be equipped with a global positioning system. Failure to have a GPS on a bus or to provide the Lakewood Board of Education with a print out when requested may lead to a penalty of \$300.00 per occurrence.

Passengers; Unauthorized

Any contractor found to have unauthorized passengers on the vehicle, especially children of bus drivers, aides and parents of students, shall be assessed a penalty of \$300.00 for every documented violation of this kind.

- **Speeding, Careless and Unsafe Driving**

If during the course of transporting students under contract with THE BOARD OF EDUCATION, the school bus driver is stopped by law enforcement officials or the NJ Division of Motor Vehicles School Bus Division for any speeding, careless or unsafe driving, the bus contractor will be assessed penalties as follows:

Speeding	\$250.00
Careless Driving	\$300.00
Unsafe Driving	\$500.00

Sole Purpose of Vehicle

The vehicle(s) assigned to the routes specified herein shall not be utilized for other purposes during the time periods designated by the route descriptions. The sole purpose of the vehicle is to be used to transport students in accordance with the route descriptions. Any documented misuse of the vehicle while under contract with THE BOARD OF EDUCATION may lead to cancellation of contract.

Students Left on the Vehicle

It is the responsibility of the driver to inspect every seat of the transportation vehicle after dropping students off at school and at the end of the day to ensure that no students remain on the vehicle. N.J.S.A. 18A:39-28 and N.J.S.A. 18A:39-29

If after dropping students off at school and leaving the school grounds, the driver and aide find there is still a student on the bus, and they must return back to the school or to the home to drop the student off, the contractor shall be assessed a penalty of \$500.00 for each documented violation of this kind.

If it is found that a student has been left unattended on the bus, the contractor will be assessed a penalty of **\$2,000.00**. A student is considered to have been left unattended on the school bus at the end of the route when the driver has left the vicinity of the bus.

- **Termination of Driver** The abandonment of students on the vehicle is considered by THE BOARD OF EDUCATION to be a serious infraction and would demand that the driver be immediately terminated. The driver would also be subject to penalties as outlined in N.J.S.A. 18A:39-29 and N.J.S.A. 18A:39-30

Vehicle Maintenance

Any contractor that fails to properly maintain their vehicle which leads to discomfort to students e.g. lack of heat, air conditioning, etc., may be assessed a penalty of \$250.00 per documented occurrence.

**Lakewood Board of Education
LAKEWOOD, New Jersey**

Transportation Bid Documents

THE FOLLOWING DOCUMENTS MUST BE COMPLETED AND SUBMITTED IN ORDER FOR YOUR BID TO BE CONSIDERED.

Documents Provided by the Lakewood Board of Education

The below listed documents are included in the bid package as provided by the Lakewood Board of Education. The documents are to be completed, signed with original signatures and submitted with the bid response.

- Bid Sheet (Bid Form)
- Insurance Coverage: Evidence of Bidder's Ability to Obtain **(To be completed by Insurance Agent)**
- Prescribed Form of Questionnaire
- Statement of Ownership Disclosure
- Affirmative Action Documentation or Questionnaire
- Non-Collusion Affidavit
- Non-criminal Employment Check; Statement of Assurance
- Tuberculosis Testing Certification
- Political Contribution Disclosure Form—Chapter 271 PCD
- Disclosure of Investment Activities in Iran (at time of award)
- Assurance of Compliance

Documents Prepared by Bidder and to be Submitted

The below listed documents are to be prepared by the bidder. These documents, when required and when applicable, are to be completed, signed with original signatures and submitted with the bid response.

- Affirmative Action Evidence—Certificate of Employee Information Report (Requested)
- Bidder's Guarantee
- Business Registration Certificate (at time of award)
- Consent of Surety
- Registration and Proof of Ownership for Vehicles

Intent of Bid

The intent of this bid is to solicit competitive bid prices (per vehicle) for Nonpublic School Related Activities/ Field Trip Transportation with the Lakewood Board of Education for the 2021 - 2022 school year.

Term of Contract

The term of the contract will be from May 13, 2022 thru May 15, 2022

Qualifications of Bidder

All bidders shall have at least three (3) years of experience with field trip bus transportation.

SCOPE OF SERVICE—TRIP CATEGORIES

Successful bus transportation companies are to provide field trip bus transportation for one trip for the Lakewood Board of Education.

The Board seeks to use the following vehicles.

- **Category A Drop Off and Pick Up Only**

Field trips that require the vehicle to

- Pick up students at school;
- Drop off students at the destination;
- Return to destination and pick up students at the designated time; and
- Return to school and drop off students.

SCOPE OF SERVICES—TYPE OF VEHICLES

The Board seeks pricing on this trip category based upon the following vehicle:

- **Coach Charter Bus Vehicle 49 Passenger or greater**

The District requests bids for Coach Charter Bus Vehicles that are in compliance with all Federal and state law and are in compliance with all rules and procedures of the Commercial Bus Unit under the New Jersey Division of Motor Vehicles.

The Coach Charter Bus Vehicle is to be a 49 passenger or greater vehicle with air-conditioning and a working bathroom. The vehicle shall be the model year of 2012 or newer.

Authorized Passenger

The transportation company shall only transport passengers assigned by the Lakewood Board of Education. Relatives, friends of drivers and other non-authorized passengers are prohibited to be on the bus.

Transfer of Contract

The transportation company shall not sublet, sell, transfer, assign, delegate or in any other fashion whatsoever dispose of his interest under the contract or any portion thereof to any other person, firm, corporation, or bus company without written consent from the Lakewood Board of Education.

Scheduling of Field Trips -- Purchase Order Required

Authorized personnel of the Lakewood Board of Education may schedule trips by phone, email or fax, however, no trip is officially confirmed unless the bus company receives a signed, authorized purchase order from the District before the date of the trip.

Exception - In some cases, field trips may be paid by Student Activity Fund checks and a Board of Education purchase order is not required. The school principal will notify the bus company in this case.

Cancellation Notice -- 24 Hours Notice

There may be instances where field trip transportation has to be canceled. The Board of Education acknowledges the right of the bus company to recoup financial costs due to late cancellation.

The Board of Education will make every effort to notify the bus company on a timely basis should the need arise to cancel a scheduled trip.

Penalties

- **Late Arrivals**

If the transportation vehicle arrives at the school and/or the destination, for the pickup of students more than 15 minutes after the mutually agreed upon scheduled time the contractor shall be penalized \$50.00 (fifty dollars).

- **No Arrival**

If a transportation vehicle fails to show after one half (1/2 hour) of the scheduled time and there is no good-faith effort by the company to send a replacement vehicle, the company shall be assessed a penalty of \$200.00 (two-hundred dollars) and may be deemed in breach of contract.

- **Vehicle Not Equipped Properly**

A penalty of \$100.00 shall be assessed for vehicle not outfitted or equipment in accordance with the specifications.

Tolls; Parking Charges

Payment of tolls and parking is the responsibility of the bus company and should be factored in to the per bus cost.

Breakdowns

If a breakdown occurs during the transportation of students or while a bus is en route for the commencement of such transportation of students, or while a bus is used for the Lakewood Board of Education, the contractor agrees to supply a replacement bus, on a timely basis, so that there will be no undue interruption of the scheduled run.

The bus driver shall, by two-way communication, inform the bus company of the breakdown and it is the responsibility of the bus company to contact the contracting principal of the school and the Transportation Manager and advise of the breakdown.

Multiple Awards of Contract

It is the intention of the Board of Education to award contract to one bus company.

In the event the contractor fails to provide service in accordance with these specifications and stated requirements, the contractor shall be considered in breach of contract. Cancellation of the contract may result in accordance with local Board policy.

Vehicle Requirements Additional

All vehicles shall be equipped with seat belts as required by State Law.

All vehicles shall be equipped with a video camera.

A cell phone number shall be provided to the Lakewood Board of Education of the driver assigned to the trip in case of emergency.

In the event of a mechanical incident, the contractor needs to provide a replacement vehicle within one hour and notify the District as it may lead to a delay.

The contractor shall supply coach buses within age requirement(s). The buses to be used must be dated 2012 or newer.

Each coach bus shall contain a two-way radio in good operating order and have the capability of transmitting messages within a large radius of the Lakewood School District. Liquidated damages will be assessed for each day a vehicle without a two-way radio or cell phone is utilized on a district route. Violation of this portion of the specifications shall be considered a breach of contract.

Contractor Personnel/Office Contact and Equipment

All transportation contractors must have a dispatcher on duty during the hours of 6:00 am through 6:00 pm, each day according to the trip specifications. The transportation company must provide the following contact information for the dispatcher:

- Company phone number with dispatcher private line;
- Company cell phone number for the dispatcher;
- Company e-mail address of the dispatcher; and

- Company fax number.

The contractor must also have available a fax machine in operating order 24 hours per day, seven days per week. The contractor hereby agrees that said fax machine will not be altered as to block out contractor's fax number, time and date. All copies received by the contractor must be able to record a confirming number (vendor's fax number) on the Board of Education transmission page.

The contractor must have available to the Board of Education and parents, live person telephone answering services from the hours of 6:00 am to 6:00 pm and/or until the last vehicle servicing the School District has returned to the garage, whichever is later. In any case, phone service must be available until at least 6:00 pm during the day services are being performed. They must also have available a responsible person at a specific designated address to make any and all changes as well as handle complaints, and make decisions regarding operations

**Lakewood Board of Education
LAKEWOOD, New Jersey**

**EVIDENCE OF BIDDER'S ABILITY
TO OBTAIN AUTOMOBILE INSURANCE COVERAGE
N.J.A.C. 6A:27.9.3 (e) (8)**

TO BE COMPLETED BY THE INSURANCE COMPANY AND SIGNED BY THE INSURANCE AGENT

I certify, in accordance with N.J.A.C. 6A:27-9.3 (e) (8), that

(Transportation Company Name)

is able to obtain and to provide to Lakewood Board of Education prior to the execution of contract, automotive liability insurance in the amount of ****\$5,000,000 or greater combined single limit** per occurrence and Workers Compensation Coverage in accordance with the bid specifications.

Name of Insurance Company

Street Address

City, State, Zip

Phone Number _____ E-mail Address _____

Authorized Insurance Agent (Name and Title) Please Print!

Authorized Insurance Agent Signature

Date

****Maintenance of Required Coverage Rates—Duration of Contract**

Insurance agents are to remind client bus companies they are to maintain the required insurance coverage throughout the term of the contract. Failure to maintain or decreasing the required coverage rate, anytime during the term of contract, shall be cause for possible breach of contract. Activities of such shall be reported to the NJ Division of Motor Vehicles, the Executive County Superintendent and the NJ Department of Banking and Insurance.

**Lakewood Board of Education
LAKEWOOD, New Jersey**

STATEMENT OF ASSURANCE

**OMNIBUS TRANSPORTATION EMPLOYEE TESTING ACT COMPLIANCE
ASSURANCE**

(To accompany bid)

The following firm

_____ is currently under contract

_____ will be contracted with

to provide a controlled substance testing program to our company as required by the
Omnibus Transportation Employee Testing Act:

Name of Firm: _____

Address: _____

Contact Person: _____

Telephone: _____ E-mail Address _____

Authorized Bidder's Name and Title _____
(Print or Type)

Authorized Signature _____

Company Name _____

Address _____

Lakewood Board of Education

LAKEWOOD, New Jersey

PRESCRIBED FORM OF QUESTIONNAIRE

SURETY BOND

_____ Corporate – Consent of Surety Attached

NA Personal – Consent of Surety Attached (Not Applicable)

A reminder: THE BOARD OF EDUCATION does not accept personal surety bonds.

FAMILIARITY WITH CONDITIONS OF CONTRACT

Have you read carefully the applicable New Jersey Statutes, regulations, procedures, the rules of the Lakewood Board of Education pertaining to student transportation, the specifications upon the basis of which the accompanying bid is submitted, and the contract which the successful bidder will be required to execute?

Yes _____ No _____

EXPERIENCE OF BIDDER

1. Have you had previous experience in school or other bus transportation?

____ Yes ____ No

2. If yes, how many years experiences? _____

3. Briefly state the nature of this experience _____

Company Name _____

Address _____

Authorized Bidder's Name and Title _____

Authorized Signature _____

Lakewood Board of Education

LAKEWOOD, New Jersey

CONSENT OF SURETY – PERSONAL BONDS

(To accompany the bid – if applicable)

This **form is not applicable** as The Lakewood Board of Education will not accept Personal Surety Bonds and therefore no action is required with this form by bidders!

Important Reminder!

Although Personal Surety Bonds are not acceptable for this bid, the board still requires a Corporate Consent of Surety to be submitted with the bid as noted below:

Consent of Surety—Requirement for Bid

Each bid **shall** be accompanied by a Consent of Surety, which must be dated.

The Consent of Surety shall be issued from a surety company licensed and qualified to do business in the State of New Jersey. All certificates (consent) of surety documents must be signed with original signatures.

The Board will not accept facsimile or rubberstamp signatures. The certificate (consent) of surety, together with a power of attorney must be submitted with the bid. Submission of a Consent of Surety which contains any prior conditions upon the Surety's issuance of the required Bonds (other than the award of the contract) may be cause for rejection of the bid.

Failure to sign the Certificate (Consent) of Surety by either the Surety or Principal, and failure to submit the properly executed Certificate (Consent) of Surety with the bid package, shall be deemed cause for disqualification and rejection of the bid.

STATEMENT OF OWNERSHIP DISCLOSURE/STOCKHOLDERS DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): _____

Part II

- ☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (COMPLETE THE LIST BELOW IN THIS SECTION)

OR

- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (SKIP TO PART IV)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. Attach additional sheets if more space is needed.

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **Lakewood Board of Education** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the board of education to notify the *board of education* in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the *board of education* to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

**Lakewood Board of Education
LAKEWOOD, New Jersey**

AFFIRMATIVE ACTION QUESTIONNAIRE

(To accompany bid)

COMPANY NAME _____

1. Our company has a federal Affirmative Action Plan approval.

____ YES ____ NO

- A. If yes, a copy of said approval shall be submitted to the Board of Education within seven (7) working days of the notice of intent to award the contract or the signing of the contract.

2. Our company has a New Jersey State Certificate of Employee Information Report.

____ YES ____ NO

- A. If yes, a copy of the New Jersey State Certificate of Employee Information Report shall be submitted to the Board of Education after notification of award, but prior to execution of goods or services.

If you answered NO to both questions above, an Affirmative Action Employee Information Report (AA-302) will be mailed to you. Complete the form and mail it to

Department of Treasury
Division of Purchase and Property
Contract Compliance and Audit Unit
EEO Monitoring P.O. Box 206
Trenton, NJ 08625-0206

I certify that the above information is correct to the best of my knowledge.

AUTHORIZED BIDDER _____
(Print or Type)

TITLE _____ DATE _____
(Print or Type)

SIGNATURE _____

**Lakewood Board of Education
LAKEWOOD, New Jersey**

FORM OF NON-COLLUSION AFFIDAVIT

(To accompany the bid) (N.J.S.A. 52:34-15)

STATE OF NEW JERSEY, COUNTY OF _____

I, _____ of the _____,
(City, town, borough)

of _____, in the County of _____,

State of _____, of full age, being duly sworn according to law on

my oath depose and say that:

I am _____ of the firm/agency of _____, the bidder making the Proposal for the Student Transportation Contracts, and that I executed the said Proposal with full authority to do so, that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, participated in drafting these specifications or route descriptions, or otherwise taken any action in restraint of free, competitive bidding in connection with the above bid and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the State of New Jersey relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Company/Agency Name (Print or Type) Bid Number _____

Authorized Representative - Name and Title (Print or Type) **Authorized Signature**

Subscribed and sworn before me this _____ day of _____, 20__

Notary Public of New Jersey Seal **Notary Signature**_____

My Commission Expires_____

**Lakewood Board of Education
LAKEWOOD, New Jersey**

**STATEMENT OF ASSURANCE
REGARDING
NON CRIMINAL EMPLOYMENT CHECK**

Name of Contractor _____

Address _____

City, State Zip _____

I certify that the name, address, and fingerprints of each driver or substitute driver assigned to operate any vehicle under contract with all New Jersey School Districts to transport students have been filed. I also certify that all required fees to process the non-criminal check with the State Bureau of Investigation and Federal Bureau of Investigation have been paid.

I further certify that the entire procedure shown above will be followed for any new employees who will operate any vehicle for transportation of students of all school districts.

Signature of Owner or President

Date

Subscribed and sworn to before me this

_____ day of _____, 20 _____

Notary Public Seal

Notary Signature

My commission expires: _____

**Lakewood Board of Education
LAKEWOOD, New Jersey**

TUBERCULOSIS TESTING CERTIFICATION

This is to certify that all bus drivers and bus aides were tested for tuberculosis infection in compliance with N.J.A.C. 6:29-2.3.

Authorized Agent

Title

Authorized Signature

Date

Bus Company _____

Address _____

City, State Zip _____

Phone Number _____ E-mail _____

To be completed, signed and returned with Bid.

ASSURANCE OF COMPLIANCE

Contact with Students

There may times during the performance of this contract, where a contracted service provider may come in contact with students of the school district. The district fully understands its obligation to provide to all students and staff members, a safe educational environment. To this end, the district is requiring all bidders to sign a statement of Assurance of Compliance, acknowledging the bidder's understanding of the below listed requirements and further acknowledging the bidder's assurance of compliance with those listed requirements.

Anti-Bullying Reporting--Requirement

When applicable, the contracted service provider shall comply with all applicable provisions of the New Jersey Anti-Bullying Bill of Rights Act—N.J.S.A. 18A:37-13.1 et seq., all applicable code and regulations, and the Anti-Bullying Policy of the Board of Education. In accordance with N.J.A.C. 6A:16-7.7 (c), a contracted service provider, who has witnessed, or has reliable information that a student has been subject to harassment, intimidation, or bullying shall immediately report the incident to any school administrator or safe schools resource officer, or the School Business Administrator/Board Secretary.

Criminal History Background Checks—N.J.S.A. 18A:6-7.1--Requirement

When applicable, the contracted service provider, shall provide to the school district prior to commencement of contract, evidence or proof that each employee assigned to provide services and that comes in **regular contact** with students, has had a criminal history background check, and furthermore, that said background check indicates that no criminal history record information exists on file for that worker. Failure to provide a proof of criminal history background check for any employee coming in regular contact with students, prior to commencement of contact, may be cause for breach of contract.

Pre-Employment Requirements/Background Check

When applicable, all contracted service providers, whose employees have **regular contact with students**, shall comply with the Pre-Employment Requirements in accordance with New Jersey P.L. 2018 c.5, N.J.S.A. 18A:6-7.6 et seq. Contracted service providers are to review the following New Jersey Department of Education—Pre-Employment Resource P.L. 2018 c.5 link below for guidance and compliance procedures.

<http://nj.gov/education/educators/crimhist/preemployment/>

Name of Company _____

Name of Authorized Representative _____

Signature _____ Date _____

**Lakewood Board of Education
LAKEWOOD, New Jersey**

**Chapter 271
Political Contribution Disclosure Form
(Contracts that Exceed \$17,500.00)
Ref. N.J.S.A. 19:44A-20.26**

Bid No: T19-2122

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that _____ (Business Entity) has made the following **reportable** political contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26 during the twelve (12) months preceding this award of contract:

Reportable Contributions

<u>Date of Contribution</u>	<u>Amount of Contribution</u>	<u>Name of Recipient Elected Official/ Committee/Candidate</u>	<u>Name of Contributor</u>

The Business Entity may attach additional pages if needed.

☐ **No Reportable Contributions** (Please check (✓) if applicable.)

I certify that _____ (Business Entity) made no reportable contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26.

Certification

I certify, that the information provided above is in full compliance with Public Law 2005--Chapter 271.

Name of Authorized Agent _____

Signature _____ **Title** _____

Business Entity _____

Iran Disclosure Requirements—Notification February 26, 2021

Effective January 29, 2021, P.L. 2021, c. 4 amends the law requiring vendor and contractor disclosure of investment activities in Iran. The law allows the Iran investment disclosure form to be submitted **prior to contract award** and at the time the contract is renewed rather than with the bid or RFP submission.

Although the law refers to State contracts, it also applies to contracting units subject to the Local Public, Public School, and County College Contracts Laws because N.J.S.A. 40A:11-2.1; 18A:18A-49.4; and 18A:64A-25.43, respectively, require these contracting units to follow the Iran disclosure procedure for State contracts. Contracting units are encouraged to review the new law with legal counsel and revise their procurement forms as necessary.

Section 4 of P.L.2012, c.25 (C.52:32-58) is amended to read as follows:

4. a. A State agency shall require a person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract to certify, [at the time the bid is submitted or] prior to the time a contract is awarded and at the time the contract is renewed, that the person or entity is not identified on a list created pursuant to subsection b. of section 3 of this act as a person or entity engaging in investment activities in Iran described in subsection f. of section 2 of this act.

b. The certification required shall be executed on behalf of the applicable person or entity by an authorized officer or representative of the person or entity.

c. In the event that a person or entity is unable to make the certification required because it or one of its parents, subsidiaries, or affiliates as defined in subsection e. of section 2 of this act has engaged in one or more of the activities specified in subsection f. of section 2 of this act, the person or entity shall provide to the State agency concerned, prior to the deadline for delivery of such certification, a detailed and precise description of such activities, such description to be provided under penalty of perjury.

d. The certifications provided under subsection a. of this section and disclosures provided under subsection c. of this section shall be disclosed to the public.

(cf: P.L.2012, c.25, s.4)

LAKEWOOD BOARD OF EDUCATION
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM
This form is to be completed, certified and submitted prior to the award of contract.

BID SOLICITATION/PROPOSAL TITLE **BID T19-2122**

VENDOR/BIDDER NAME _____

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☐

I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

☐

I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____

Relationship to Vendor/ Bidder _____

Description of Activities _____

Duration of Engagement _____

Anticipated Cessation Date _____

Attach Additional Sheets If Necessary

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

Date

Print Name and Title

Version REV. 2.1 2021

BID PROPOSAL FORM

ROUTE DESCRIPTIONS

**LAKEWOOD BOARD OF EDUCATION
LAKEWOOD, NJ 08701**

**Field Trip Transportation--Bid Sheet
2021-2022**

Bid No. **T19-2122**

Bid Date: **Tuesday, March 22, 2022**

I/we submit the following bid(s) for roundtrip **Field Trip Transportation Services** as here within specified. **Per Round-trip—Per Vehicle Cost**

Category A Drop Off /Pick Up Only

Coach Charter Bus \$_____per vehicle

Name of Company_____

Address _____

City, State, Zip Code _____

Federal Tax ID Number _____

Phone Number () _____ Extension _____

Fax No. () _____ E-Mail _____

Authorized Agent _____ Title _____

Agent's Signature _____ **Date** _____

SPECIFICATIONS OF TRIP

Date of Trip: 5/13/2022

Pick-Up Time: 9:00 am

**Pick-Up Location: Bais Yaakov High School
277 James Street, Lakewood, NJ 08701**

of Passengers 659

Type of Vehicle: Coach Bus

Special Accommodations Requested:

Must have a working bathroom and air conditioning.

**Destination: Camp Romimu
150 Roosevelt Rd., Monticello, NY 12701**

Return Date: 5/15/2022

Pick up time for return date: 3:45 am

**Time expected back to Bais Yaakov High School
277 James Street, Lakewood NJ:
6:45 am**