

Lakewood Township Public Schools
200 Ramsey Avenue
Lakewood, New Jersey 08701

Goods and Services
Bid Specifications
&
General Requirements
For

PUBLIC SCHOOL SPECIAL NEEDS AND
NON-MANDATED BUS SERVICE
ROUTES

Bid No: 17-1617

Wednesday, September 28, 2016

Bid Opening Date

10:00 a.m.

Bid Opening Time

Opening Location: Lakewood Board of Education
Administration Bldg. Conf. Room
200 Ramsey Avenue
Lakewood, NJ 08701

John A. Paredes
Purchasing Agent

LAKEWOOD TOWNSHIP PUBLIC SCHOOLS
200 Ramsey Avenue
Lakewood, New Jersey 08701

REQUEST FOR BIDS - REVISED Bid Advertisement

The Lakewood Board of Education, Lakewood, New Jersey, hereby re-advertises for competitive bids in accordance with N.J.S.A. 18A:18A-21(a,b) for the School Year 2016-17:

Bid No. 17-1617

**PUBLIC SCHOOL SPECIAL NEEDS AND
NON-MANDATED BUS SERVICE ROUTES**

All necessary bid specifications and bid forms may be secured upon written request to:

Mr. John A. Paredes
Purchasing Agent
Lakewood Township Public Schools
200 Ramsey Avenue
Lakewood, New Jersey 08701
Fax 732-905-3687
E-mail: dpiasentini@piners.org

Bids must be sealed and delivered to the Business Office of the Lakewood Board of Education *on or before* date and time indicated below. The envelope to bear the following information:

**Title: PUBLIC SCHOOL SPECIAL NEEDS AND
NON-MANDATED BUS SERVICE ROUTES**
Bid No.: 17-1617
Name and Address of the Bidder
DATE: Wednesday, September 28, 2016
TIME: 10:00 A.M.

The bid opening process will begin on the above advertised date and time in the Conference Room of the Administration Building located at 200 Ramsey Avenue, Lakewood, New Jersey. Bids may also be submitted to the School Business Administrator/Board Secretary or his designee at the bid opening meeting, in the Conference Room, prior to the advertised date and time. On the advertised date and time, the School Business Administrator shall publicly receive and open all bids. No bids shall be received after the time designated in the advertisement. (N.J.S.A. 18A:18A-21(b)). The Board of Education does not accept electronic (e-mail) submission of bids. All bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq., Affirmative Action Against Discrimination and N.J.A.C. 17:27 et seq.

Each bid shall be accompanied by a bid bond, cashier's check or certified check made payable to the Lakewood Township Public Schools, for five percent (5%) of the amount of the total bid.

Corporate bidders are required by law (Chapter 33, Laws of 1977) to submit a list of names and addresses of all stockholders owning 10% or more of their stock.

A Non-Collusion Affidavit and a Contractor Questionnaire/Certification also must be filed with the bid. The bid package will also include other documents that must be completed and returned with the bid. Failure to comply with instructions to Bidders and to complete and submit all required forms may be cause for disqualification and rejection of the bid. The Board of Education reserves the right to reject any or all bids pursuant to N.J.S.A. 18A:18A-2(s), (t), (x), (y), 18A:18A-4(a), 18A:18A-22, and to waive any informalities.

John A. Paredes
Purchasing Agent

ETHICS IN PURCHASING

Statement to Vendors

School District Responsibility

Recommendation of Purchases

It is the desire of the Lakewood Township Public Schools to have all Board employees and officials practice exemplary ethical behavior in the procurement of goods, materials, supplies, and services.

School district officials and employees who recommend purchases shall not extend any favoritism to any vendor. Each recommended purchase should be based upon quality of the items, service, price, delivery, and other applicable factors in full compliance with N.J.S.A. 18A:18A-1 et.seq.

Solicitation/Receipt of Gifts – Prohibited

School district officials and employees are prohibited from soliciting and receiving funds, gifts, materials, goods, services, favors, and any other items of value from vendors doing business with the Lakewood Township Public Schools or anyone proposing to do business with the Lakewood School District.

Vendor Responsibility

Offer of Gifts, Gratuities -- Prohibited

Any vendor doing business or proposing to do business with the Lakewood Public School District, shall neither pay, offer to pay, either directly or indirectly, any fee, commission, or compensation, nor offer any gift, gratuity, or other thing of value of any kind to any official or employee of the Lakewood Public School District or to any member of the official's or employee's immediate family.

Vendor Influence -- Prohibited

No vendor shall cause to influence or attempt to cause to influence, any official or employee of the Lakewood Public School District, in any manner which might tend to impair the objectivity or independence of judgment of said official or employee.

Vendor Certification

Vendors or potential vendors will be asked to certify that no official or employee of the Lakewood Township Public Schools or immediate family members are directly or indirectly interested in this request or have any interest in any portions of profits thereof. The vendor participating in this request must be an independent vendor and not an official or employee of the Lakewood Township Public Schools.

John A. Paredes
Purchasing Agent

**LAKEWOOD TOWNSHIP PUBLIC SCHOOLS
BUSINESS OFFICE
200 RAMSEY AVENUE
LAKEWOOD, NEW JERSEY 08701**

TO: All Vendors

UNAUTHORIZED ORDERS

Official Notification

Authorized Purchases

The Lakewood Township Public Schools only recognizes purchases made through the approved purchase order process. All purchases require a:

Written Purchase Order with authorized signatures and a Purchase Order Number.

Unauthorized Purchases

Any Board of Education employee who orders and/or receives any materials, supplies or services without first going through the approved purchase order process has made an unauthorized purchase.

Vendors' Responsibility

- **Do NOT Honor Requests!**

Vendors are not to honor or accept any requests for goods or services unless the vendor receives a **written purchase order** with **authorized signatures** and a **purchase order number**.

- **Contact the Business Office!**

Please alert Mrs. Diane Piasentini, Assistant Purchasing Agent, at 732-364-2400 X7019 if any Board employee attempts to place an order without an authorized purchase order.

- **You will NOT Get Paid!**

The Lakewood Township Public Schools will not be held responsible for any unauthorized orders or purchases.

Authorized Signatures

The Lakewood Township Public Schools will only recognize purchase orders signed by:

**Regina Robinson
Interim School Business Administrator**

LAKEWOOD TOWNSHIP PUBLIC SCHOOLS
Business Office
200 RAMSEY AVENUE
LAKEWOOD, NEW JERSEY 08701

ADVISORY INFORMATION FOR BIDDERS

1. PROMPTNESS OF BID SUBMITTAL

It is the responsibility of the bidder to ensure that their bid is presented in a sealed envelope at the District's Business Office, Office of the Purchasing Agent or designee, prior to the advertised bid date and time. The advertised bid date and time for this bid is on **Wednesday, September 28, 2016 @ 10:00 A.M.** No bids shall be received after the time designated in the bid advertisement. No extensions or exceptions will be made. The Business Office is opened Monday through Friday from 8:00 a.m. – 4:00 p.m. according to the school calendar and 8:00 a.m. – 3:00 p.m. during the summer. Access to the Business Office may be delayed because of security clearance into the Administration Building. Bidders may also submit bids to the Purchasing Agent or his designee at the bid opening meeting held in the Administration Building Conference Room located at 200 Ramsey Avenue, Lakewood, New Jersey, prior to the advertised bid opening date and time. Once again, bids will not be received after the time designated in the advertisement.

2. PARKING

Parking in the vicinity of the Lakewood Township Public Schools Administration Building is at a premium. ***Allow enough time to locate a parking space.*** Heavy traffic hours by the Board Offices on school days are from 7:00 a.m. to 8:30 a.m., and between 1:40 p.m. and 3:10 p.m., since the High School is adjacent to the Board Office location. Adjacent streets are also **blocked off** during student arrivals and dismissals. Also be aware of parking signs as you may receive a parking ticket or have your vehicle towed.

3. MAIL

Mail is brought to the Board Offices in mailbags, approximately 10:00 am each day. The mail is then sorted within the district system, by departments. The Business Office routinely receives its mail at approximately 11:30 a.m.

4. 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 Business Office because of security clearance at the Administration Building.

5. HAND DELIVER BIDS – SUGGESTED PRACTICE

Keeping the aforementioned items in mind, the Board suggests that bidders arrange to hand deliver their bid to the Business Office, and personally turn it in to the office of the Purchasing Agent before the advertised date and time. Please understand that bids arriving after the advertised bid date and time for any reason, **cannot** be accepted, opened or considered.

LAKEWOOD TOWNSHIP PUBLIC SCHOOLS
Business Office
200 Ramsey Avenue
Lakewood, New Jersey 08701

BID CHECKLIST

A. Documents to be Returned with Bid

1. Acknowledgement of Addenda- (Only if Applicable)
2. Affirmative Action Questionnaire or Certificate of Employee Information Report stapled to Questionnaire
3. Bid Guarantee (Bid Bond, Cashier's Check, or Certified Check) (Only if Required)
4. Bid Proposal Form
5. Bidder Comment Form – (Optional)
6. Business Registration Certificate – New Jersey (Shall be Provided Prior to Award)
7. Certificate (Consent) from Surety (Only if Required)
8. Chapter 271 Political Contribution Disclosure Form
9. Contractor/Vendor Questionnaire / Certification
10. Coordinated Transportation Services Agency Membership Form (If applicable)
11. Disclosure of Investment Activities in Iran
12. Evidence of the Bidder's Ability to Obtain the Required Insurance Coverage
13. Non-Collusion Affidavit
14. Omnibus Transportation Employee Testing Act Compliance Assurance
15. School Bus Driver Annual Certification Compliance Assurance
16. Stockholders' /Partnership Disclosure Affidavit, and Ownership Declaration

The documents listed above when required, are to be submitted with the bid package. Failure to submit them may be cause for disqualification for being non-responsive pursuant to N.J.S.A. 18A:18A-2(y).

B. Reminder Checklist

As a courtesy, the Office of the Purchasing Agent has prepared this reminder checklist for items pertaining to this bid. The checklist is not considered to be all-inclusive. Bidders are to read and become familiar with all instructions outlined in the bid package.

<u>Item</u>	<u>Yes</u>	<u>No</u>
1. Have you verified your pricing to ensure accuracy?		
2. Have you answered question fully and accurately?		
3. Have you signed all your documents (BLUE INK)? No facsimile signature.		

4. Have you prepared all documents for submission?		
5. Did you make a copy of the bid package for your records?		
6. Did you submit a Bid Guarantee? Consent of Surety? (Only if required)		
7. Did you correctly address the envelope? (Page 1 Item #2)		
8. Have you allowed ample time for the bid to reach the Business Office?		

John A. Paredes - Purchasing Agent

LAKEWOOD TOWNSHIP PUBLIC SCHOOLS

Business Office
200 Ramsey Avenue
Lakewood, NJ 08701



**GENERAL
SPECIFICATIONS**



John A. Paredes
Purchasing Agent

LAKEWOOD TOWNSHIP PUBLIC SCHOOLS

Business Office
200 Ramsey Avenue
Lakewood, NJ 08701

BID: 17-1617 PUBLIC SCHOOL SPECIAL NEEDS AND NON-MANDATED BUS SERVICE ROUTES

INSTRUCTIONS TO BIDDERS

1. **BIDS ARE
TO BE SUBMITTED TO:** John A. Paredes,
Purchasing Agent
Business Office
Lakewood Township Public Schools
200 Ramsey Avenue
Lakewood, New Jersey 08701

BY: 10:00 A.M. PREVAILING TIME

ON: Wednesday, September 28, 2016

by mail, delivery service or in person. Bids that are submitted are to be sealed and will be unsealed and announced at the bid opening meeting.

2. Bids must be placed in a *sealed* envelope/package marked as shown below on the front of the envelope/package. Bidders should also keep a complete copy of the bid packet, exactly as submitted.

Envelope Label Information:

District:	<u>Lakewood Township Public Schools</u>
Bid Number:	<u>17-1617</u>
Project:	<u>PUBLIC SCHOOL SPECIAL NEEDS AND NON-MANDATED BUS SERVICE ROUTES</u>
Bid Date:	<u>Wednesday, September 28, 2016</u>
Bid Time:	<u>10:00 A.M.</u>
Bidder:	<i>Name of Company Address City, State Zip</i>

Failure to properly label the bid package may be cause for rejection of said bid.
The Board of Education does not accept electronic (e-mail) submission of bids.

3. **BID OPENING MEETING**

All bids will be publicly received and unsealed by the School Business Administrator opened in the Conference Room of the Administration Building of the Lakewood Board of Education located at 200 Ramsey Avenue, Lakewood, New Jersey 08701 and be read beginning at **10:00 A.M. on Wednesday, September 28, 2016.** Bidders and/or their authorized agents, and the general public are invited to be present at the bid opening. It is the responsibility of each bidder to ensure that their bid is complete and presented to the Purchasing Agent prior to the advertised bid date and time. **No bids shall be received or accepted by the Board of Education after the advertised bid date and time. (N.J.S.A. 18A:18A:21(b))**

4. AFFIRMATIVE ACTION REQUIREMENTS

Each 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:

- i. Appropriate evidence that the contractor is operating under an existing federally approved or sanctioned affirmative action program; or
- ii. A certificate of employee information report approval issued in accordance with N.J.A.C.17:27-4; or
- iii. 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. However, the Board will accept in lieu of the Questionnaire, Affirmative Action Evidence stapled to the Affirmative Action Questionnaire form.

"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. (See attached Appendix B)

5. AMERICANS WITH DISABILITIES ACT

The contractor must comply with all provisions of the Americans with Disabilities Act (ADA), P.L 101-336, in accordance with 42 U.S.C. S121 01 et seq. (See attached Appendix A)

6. BID GUARANTEE AND BONDING REQUIREMENTS (N.J.S.A. 18A:18A-24)

Please note: The name, address, and phone number of the Bond Underwriter as well as the Bond Number shall be included with all bonds submitted to the Board of Education.

A. Bid Guarantee ☒ **REQUIRED** ☐ **NOT REQUIRED**

When required, each bid shall be accompanied by a bid bond, cashiers or certified check for **five percent (5%)** of the amount of the total contract in accordance with N.J.S.A. 18A:39-4. 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 surety (performance) bond is filed with the Lakewood Board of Education.

The bid security check for unsuccessful bidders will be returned as soon after the bid opening as possible but in no event later than (10) days after the bid opening.

Uncertified business checks, personal checks or money orders are not acceptable.

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 the bid bond by either the Surety or Principal shall be deemed cause for disqualification 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 (Approved Surety Companies) may be

available upon request to the State of New Jersey, Department of Banking and Insurance, P.O. Box 325, Trenton, New Jersey 08625.

The board **will not** accept a bid with multiple bid numbers listed on the bond.

Failure to submit a bid guarantee when required shall be cause for disqualification and rejection of bid.

B. Certificate (Consent) of Surety

☒ **REQUIRED**

☐ **NOT REQUIRED**

When required, each bidder shall submit with its bid a certificate from a surety company stating that the surety company will provide the contractor with a performance bond in an amount equal to the amount of the contract (N.J.S.A. 18A:18A-25). Such surety company must be licensed and qualified to do business in the State of New Jersey. The certificate (consent) of Surety, together with a power of attorney, must be submitted with the bid. ***Failure to submit the certificate (consent) of Surety will be cause for disqualification and rejection of bid.***

C. Performance Bond

☒ **REQUIRED**

☐ **NOT REQUIRED**

When required, the successful bidder shall furnish a Performance, Payment and Completion Bond in a sum of at least one hundred percent (100%) of the total amount payable by the terms of this Contract. Such written guarantee shall be made payable to the Lakewood Board of Education and shall be in the form required by Statute.

Such bond shall further carry a stipulation that no advance, premature, excessive or delayed payments by the Owner shall in any way affect the obligation of the Surety on its bond.

Such bond shall further stipulate that no payments made to the Contractor, nor partial or entire use of occupancy of the work by the Owner shall be an acceptance of any work or materials not in accordance with this Contract and the Surety shall be equally bound to the same extent as the Contractor.

It is expressly stipulated that the Surety for the Contractor on the project shall be obligated to make periodic inquiries of the Owner at reasonable times, to determine whether its Principal has performed or was performing the Contract in accordance with all of its terms and conditions, particularly in relation to the progress payments scheduled under said Contract with the Owner.

In the event the Contractor defaults or fails to perform or finish the work prescribed under the Contract for any reason whatsoever, it shall become the unqualified obligation of the Surety for the defaulting contractor to complete the Contract in accordance with its terms following receipt of notice from the owner of such default.

The Contractor shall execute a formal contract with the Board in the form required and in such number of counterparts as the Board may request. Such Performance, Payment and Completion Bond shall be furnished and such Contracts shall be executed and delivered by the contractor within ten (10) days after the receipt by the contractor of notice accepting his bid by the Board.

The Lakewood Board of Education will only accept performance bonds from surety companies that are licensed and qualified to do business in the State of New Jersey.

The surety company providing the Corporate Performance Bond must be rated as a Very Good (B+) carrier or better in the current edition of *A.M. Best's Insurance Guide*.

7. BID PRICE GUARANTEE – Ninety (90) Days from Award of Contract

When the Lakewood Board of Education requests bid prices for supplies, materials and equipment, the contractor(s) shall agree to guarantee the bid price(s) for a period of ninety (90) days from the date of the award of contract. Contractor(s) may extend the bid price guarantee through written permission to the Lakewood Township Public Schools.

8. BID PRICES

In the event of discrepancy between the unit price and the extension, the unit price will govern. The Board assumes no responsibility to recalculate totals if award is made on the basis of totals.

9. BID PROPOSAL FORM

All bids are to be written in by typewriter or **BLUE Ink** in a legible manner on the official Bid Proposal Form. Any bid price showing any erasure or alteration must be initialed by the bidder in **BLUE Ink**, at the right margin next to the altered entry. Failure to initial any erasure or alteration may be cause to disqualify that particular bid entry. If the disqualified entry is a required one, the entire bid may be subject to rejection, so please fill out all entries with care.

The Bid Proposal Form must be duly signed by the authorized representative of the company in the appropriate space, at the end of the Bid Proposal Form. ***Failure to sign the Bid Proposal Form shall be cause to disqualify the entire bid.*** If the Bid Proposal Form contains more than one sheet, then bidders are requested to affix the company name and address on each intervening sheet between the front sheet and the signature sheet which already bear the company information.

The Board of Education will not consider any bid on which there is any alteration to, or departure from, the bid specifications. Bidders are not to make any changes on the Bid Proposal Form, or qualify their bid with conditions differing from those defined in the contract documents. If bidders do make changes on the Bid Proposal Form, except as noted above for initialed clerical mistakes, it shall be cause to disqualify that particular bid as non-responsive N.J.S.A. 18A:18A-2(y).

Bidders are to submit one bid price per item. The Board will not accept multiple bids on an individual basis, nor will the Board accept a "bottom line" or "all or none" bid subject to the bidder receiving the entire contract.

10. BIDDER COMMENT SHEET

This form is for bidder's use in offering voluntary alternates, or other comments intended to afford the Board information or opportunities to improve the quality of the project, without invalidating the bid proposal. ***It may not*** be used to take exception to specific conditions of the project defined in the contract documents which the bidder does not like. The bid provided must be based upon the plans and specifications, and all contract conditions, as stated. If these documents or conditions contain some untenable item, or extremely expensive provision, for example, to which the bidder wishes to raise objection, this must be done at the pre-bid meeting (if applicable), or in writing to the Purchasing Agent through the question process outlined in the Instructions to Bidders. Such inquiries will have response issued by addendum only, and the resulting decision circulated to all bidders of record.

11. BIDDER'S RESPONSIBILITY FOR BID SUBMITTAL

It is the responsibility of the bidder to ensure that their bid is presented to the Business Office and officially received before the advertised date and time of the bid. It is understood and agreed upon that any person in the Board of Education will be absolved from responsibility for the premature opening of any bid not properly labeled and sealed.

12. BUSINESS REGISTRATION CERTIFICATE (N.J.S.A. 52:32-44)

Pursuant to N.J.S.A. 52:32-44 as amended, all bidders shall submit with their bid package a copy of their "New Jersey Business Registration Certificate" as issued by the Department of Treasury of the State of New Jersey. Failure to provide the New Jersey Business Registration Certification prior to the award of contract will be cause for the rejection of the entire bid.

Goods and Services Contracts

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract: **1)** The contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor; **2)** prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used; **3)** during the term of this contract, the contractor and its affiliates shall collect, remit, and notify all subcontractors and their affiliates that they must collect and remit to the Director of the New Jersey Division of Taxation, the use tax BID DUE pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

13. CHALLENGES TO BID SPECIFICATIONS (N.J.S.A. 18A:18A-15)

Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the School Business Administrator no less than three (3) business days prior to the opening of bids. Challenges filed after that time shall be considered void and having no impact on the Board of Education or the award of a contract.

14. COMPLIANCE WITH ALL LAWS -- *Where applicable*

Special attention is called to requirements for Public Liability and Property Damage Insurance, Workmen's Compensation Insurance, Social Security Act, Labor, Employment, Unemployment, Wages, Hours, Discrimination in Employment and Assignment of Contract.

The provisions of the New Jersey School Law shall bind all parties and interests to the Contract. Contractor shall comply with all Federal and State Laws, and all rules and regulations of health, public or other authorities controlling or limiting the methods, materials to be used or actions of those employed in work of this kind.

Any labor or material in addition to that described in the specifications and which is necessary to comply with these laws, rules, ordinances or regulations shall be provided by the Contractor.

Contractor shall keep himself informed of all existing and future State and Federal Laws in any manner affecting those engaged or employed in the work, and shall protect and indemnify the Owner, its officers, members and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation order or defects.

15. CONTRACTS

A. Award of Contract, Rejection of Bid(s)

The contract shall be awarded, if at all, to the lowest responsible bidder as determined by the Board of Education. The Board of Education reserves the right to reject any or all bids pursuant to N.J.S.A. 18A:18A-2(s), (t), (x), (y), 18A:18A-4(a), 18A:18A-22, and to waive any informalities and to take such alternates that the Board feels are in the best interests of the Board. The Board may at its option

accept the lowest bid on each item and split awards among the various bidders who submit the lowest responsible bids. Pursuant to N.J.S.A. 18A:18A-36 the Lakewood Board of Education shall award the contract or reject all bids within sixty (60) days, noting the exception highlighted in the law.

B. Equal Prices

Pursuant to N.J.S.A. 18A:18A-37(d) when two or more bidders submit equal prices and the prices are the lowest responsible bids, the Board may award the contract to the vendor whose response, in the discretion of the Board, is the most advantageous, price and other factors considered.

C. Return of Contracts and Related Contract Documents--When required

Upon notification of award of contract by the Lakewood Township Public Schools, the contractor shall sign and execute a formal contract agreement between the Board of Education and the contractor, **when required**.

If a formal contract is not required by the Board of Education, an approved and signed Lakewood Board of Education Purchase Order will constitute as a contractual agreement. When a formal contract is required the contractor shall sign and execute said contracts and return said contracts along with the following:

1. Performance Bond in the total amount of the contract (**if required**);
2. Insurance Certificate with the Lakewood Board of Education as an additional insured (**if required**);
3. Affirmative Action Evidence Affirmative Action certificate or copy of completed form AA 302 together with proof of payment;
4. Other required documents as may be outlined in the bid specifications.

The executed contracts and related documents must be returned to:

Regina Robinson
Interim School Business Administrator
Lakewood Township Public Schools
200 Ramsey Avenue
Lakewood, New Jersey 08701

within ten (10) days of receipt of notification. Failure to execute the contract and return said contract and related documents within the prescribed time may be cause for a delay in payment for services rendered or products received or the annulment of award by the Board of Education with the bid security becoming property of the Lakewood Board of Education. The Board of Education reserves the right to accept the bid of the next lowest responsible bidder, in such a case.

D. Renewal of Contract: Services

The Board of Education may, at its discretion, request that a contract for services be renewed in full accordance with N.J.S.A. 18A:18A-42. The School Business Administrator may negotiate terms for a renewal of contract proposal and present such negotiated proposal to the Board of Education. All multi-year contracts and renewals are subject to the availability and appropriation annually of sufficient funds as may be needed to meet the extended obligation.

The Board of Education is the final authority in awarding renewals of contracts.

E. Term of Contract

The contractor, to whom the contract is awarded, will be required to do and perform the work/services and to provide and furnish the materials in connection therewith in accordance with the plans and specifications on or before the date listed in the Technical Specifications.

F. Purchase Order Required; Notice to Proceed

No contractor or vendor shall commence any project, provide any service or deliver any goods until he is in receipt of an approved purchase order authorizing work to begin or goods to be delivered.

16. DOCUMENTS, MISSING/ILLEGIBLE

The bidder shall familiarize himself with all forms* provided by the Board that are to be returned with the bid. If there are any forms either missing or illegible, it is the responsibility of the bidder to contact Mrs. Diane Piasentini, Assistant Purchasing Agent, at (732-364-2400 X7019) for duplicate copies of the forms. This must be done before the bid date and time. The Board accepts no responsibility for duplicate forms that were not received by the bidder in time for the bidder to submit with his bid.

17. DOCUMENT SIGNATURES – ORIGINAL; BLUE INK

All documents returned to the Board shall be signed with an original signature in **BLUE ink**. Failure to sign and return all required documents with the bid package may be cause for disqualification and for the bid to be rejected pursuant to N.J.S.A. 18A:18A-2(y) (non-responsive). The Board will not accept facsimile or rubber stamp signatures.

*Forms provided by the Board of Education that must be returned with bid.

- Acknowledgement of Addenda (If Applicable)
- Affirmative Action Questionnaire
- Bid Proposal Form
- Bidder Comment Form – Optional
- Chapter 271 Political Contribution Disclosure Form
- Consent of Surety (If Required)
- Contractor/Vendor Questionnaire / Certification
- Coordinated Transportation Services Agency Membership Form (CTSA only) - if applicable
- Disclosure of Investment Activities in Iran
- Non-Collusion Affidavit
- Prescribed Form of Questionnaire
- Statement of Assurance – Omnibus Transportation Employee Testing Act Compliance
- Statement of Assurance – School Bus Driver Annual Certification to the Executive County Superintendent of Schools
- Stockholders' /Partnership Disclosure Affidavit, and Ownership Declaration

*Please check your bid package for these forms!

18. ESTIMATED QUANTITIES

It is the intention of the Board of Education to order the quantities of items listed on the Bid Proposal Form. Bidders are notified that the aforementioned quantities are estimated quantities that the Board intends to purchase and are not to be relied upon as the actual quantity to be purchased. There may be some deviation to the number of items actually ordered because of budgeting and financial constraints of the school district.

19. EXAMINATION OF SPECIFICATIONS, ACKNOWLEDGEMENT

The bidder, by submitting a proposal, acknowledges that he has carefully examined the bid specifications, documents, addenda (if any), and the site; and that from his investigation, he has satisfied himself as to the nature and location of the work, the general and local conditions and all matters which may in any way affect the work or its performance, and that as a result of such examination, he fully understands the intent and purpose thereof, his obligations thereunder, and that he will not make any claim for, or have any right to damages, because of the lack of any information.

Each bidder submitting a bid for a service contract shall include in his bid price all labor, materials, equipment, services, and other requirements necessary, or incidental to, the completion of the work, and other pertinent work as hereinafter described, in accordance with the bid specifications and documents.

20. FALSE MATERIAL REPRESENTATION – N.J.S.A. 2C:21-34-97(b)

A person commits a crime if the person knowingly makes a material representation that is false in connection with the negotiation, award or performance of a government contract. If the contract amount is for \$25,000.00 or above, the offender is guilty of a crime of the second degree. If the contract amount exceeds \$2,500.00, but is less than \$25,000.00, the offender is guilty of a crime of the third degree. If the contract amount is for \$2,500.00 or less, the offender is guilty of a crime of the fourth degree.

21. FORCE MAJEURE

Neither party shall be liable in damages for any failure, hindrance or delay in the performance of any obligation under this Agreement if such delay, hindrance or failure to perform is caused by conditions beyond the control of either party, including, but not limited to, Acts of God, flood, fire, war or the public enemy, explosion, government regulations whether or not valid (including the denial or cancellation of any export or other necessary license), court order, state funding, or other unavoidable causes beyond the reasonable control of the party whose performance is affected which cannot be overcome by BID DUE diligence.

Vendors, and/or contractors who have a contract with the Board of Education to provide goods or services cannot unilaterally claim an increase in the cost of the contract because of Force Majeure.

22. INSURANCE AND INDEMNIFICATION

The bidder to whom the contract is awarded for any service work or construction work shall secure, pay the premiums for and keep in force until the contract expires, insurance of the types and amounts listed below:

General Liability -- \$2,000,000. General Aggregate
\$1,000,000. Products
\$1,000,000. Personal Injury
\$1,000,000. Each Occurrence
\$50,000. Fire Damage
\$5,000. Medical Expense

(A) *Insurance Certificate – When Required*

- a. The contractor must present to the Board of Education an insurance certificate in the above types and amounts before any work or service begins.
- b. Automobile liability insurance shall provide the following coverages as a minimum:

1. Automobile insurance limits shall be \$1 million combined single limit (bodily injury and property damage)
2. New Jersey Uninsured Motorists and Underinsured Motorist limits for limit cost less than \$1 million CSL shall be provided
3. Statutory New Jersey Basic Personal Injury Protection for PIP medical expenses \$5,000 minimum per individual
4. Commercial Liability with limits of at least \$1 million per occurrence/\$2 million aggregate to apply per location and/or per project
5. \$5 million Primary Umbrella or excess liability coverage
6. Employers liability limits should be not less than \$1 million each employee, \$1 million each disease, \$1 million each accident

The limits outlined above are strictly minimum amounts. The School District assumes no liability in the event that the claims presented against the Contractor for amounts in excess of these minimum amounts.

c. The certificate holder shall be as follows:

Lakewood Township Public Schools
c/o The Business Office
200 Ramsey Avenue
Lakewood, New Jersey 08701

d. Additional Insured Claim -- The contractor must include the following clause on the insurance certificate.

"Lakewood Board of Education is named as an additional insured"

OTHER INSURANCES

WORKERS COMPENSATION 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 minimum limits are the following, unless a greater amount is required by law:

Bodily Injury by Accident	\$1,000,000. Each Accident
Bodily Injury by Disease	\$1,000,000. Policy Limit
Bodily Injury by Disease	\$1,000,000. Each Employee
<u>Contract Liability</u>	Same as General Liability
<u>Automobile Liability</u>	\$1,000,000 per Occurrence

(B) Indemnification

The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the Board and its agents, employees and Board members, from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses (including, but not limited to, attorneys fees) in connection therewith on account of the loss of life or property or injury or damage to any person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract and the performance by contractor of services under the contract or by a party for whom the contractor is liable. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this agreement.

The Contractor is to assume all liability of every sort incident to the work, including property damage caused by him or his men or by any subcontractor employed by him or any of the subcontractor's men.

23. INTERPRETATIONS AND ADDENDA

No interpretation of the meaning of the specifications will be made to any bidder orally. Every request for such interpretations should be made in writing to the School Business Administrator must be received at least ten (10) days prior to the date fixed for the opening of bids to be given consideration. Any and all interpretations and any supplemental instructions will be distributed in the form of a written addenda to the specifications. The addenda will be provided in accordance with N.J.S.A. 18A:18A-21(c) to the bidders by certified mail or certified fax no later than seven (7) days Saturdays, Sundays, and holidays excepted, prior to the date for acceptance of bids. All addenda so issued shall become part of the contract document.

24. IRAN DISCLOSURE N.J.S.A. 18A18A-49.4

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.

Failure to complete, sign and submit the disclosure form with the bid shall be cause for rejection of the bid.

25. LIABILITY – COPYRIGHT

The contractor shall hold and save the Lakewood Township Public Schools, its officials and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of his contract.

26. BREACH OF CONTRACT/DAMAGES

Breach of contract/damages shall be assessed against the contractor in the amount as listed in the Technical Specifications, and Contract should the contract/work/service not be completed in accordance with the plans and specifications.

27. NON-COLLUSION AFFIDAVIT

A notarized Non-Collusion Affidavit shall be submitted with the bid. (N.J.S.A. 2A:93-6).

28. PAYMENTS

Every effort will be made to pay vendors and contractors within thirty (30) to sixty (60) days provided the Board of Education receives the appropriate documentation including but not limited to:

- Signed voucher by vendor;
- Invoices; and
- All documentation as specified within the Technical Specifications, including Section F thereof

Payment will be rendered upon completion of services or delivery of full order to the satisfaction of the Board of Education, unless otherwise agreed to by written contract or mandated by N.J.S.A.18A:18A-40.1. The Board at its discretion may make partial payments. All payments are subject to approval by the Board of Education at a public meeting. Payment may be delayed from time to time depending on the Board of Education meeting schedule.

Invoices

The invoice clearly outlines the goods received or services rendered and the date(s) the services were rendered.

- The invoice must include the full name and address of the company.
- The invoice must include the purchase order number from the board of education.
- The invoice must have the company's invoice number that may be used as reference.
- The invoice must list the goods or services rendered.
- The invoice should be for 10% of the total contract for each of the 10 months services are provided under said contract.
- The invoice must be submitted to the Transportation Office.
- Invoices must be submitted within twenty (20) days of service or on the first of the month for services rendered the previous month
- All invoices **shall be submitted not later than July 15th** following the school year in order for the district to remit timely payment and close its financial books and construct its year end statements.

29. POLITICAL CONTRIBUTIONS DISCLOSURE – REQUIREMENTS

Pursuant to N.J.A.C. 6A:23A-6.3 (a) (1-4) please note the following:

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."

Chapter 271 Political Contribution Disclosure Form – Required -- N.J.A.C. 6A:23A-6.3 (a) (4)

All bidders shall submit with their bid package a completed and signed Chapter 271 Political Contribution Disclosure Form. The Chapter 271 form will be reviewed by the district to determine

whether the vendor is in compliance with the aforementioned N.J.A.C. 6A:23A-6.3 (a) (2) Award of Contract.

30. POLITICAL CONTRIBUTION DISCLOSURE STATEMENT – PAY TO PLAY

A business entity as defined by law is advised of its 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 Chapter 271 section 3) if the business entity receives contracts in excess of \$50,000 from public entities in a calendar year. It is the business entity's responsibility to determine if filing is necessary. Additional information on this requirement is available from the New Jersey Election Law Enforcement commission at 1-888-313-3532 or at www.elec.nj.us.

31. QUALIFICATION OF BIDDERS - Contractor Questionnaire Certification Form

The Lakewood Township Public Schools may make such investigations as it seems necessary to determine the ability of the bidder to perform the terms of the contract. The bidder shall complete a Contractor Questionnaire Certification Form and return same with the bid and shall furnish all information to the Board as the Board may require for it to determine the contractor's ability to perform the duties and obligations as outlined in these specifications.

32. RIGHT TO KNOW LAW

All potentially hazardous materials or substances must be properly labeled in full accordance with the New Jersey Right to Know Law - N.J.S.A. 34:5A-1 et seq. All contractors or vendors who need additional information about the New Jersey Right to Know Law are to contact the:

New Jersey Department of Health
Right to Know Program
CN 368
Trenton, New Jersey 08625-0368

33. STOCKHOLDERS' 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 herein, 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 partners 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. (N.J.S.A. 52:25-24.2)

34. SUBCONTRACTING; ASSIGNMENT OF CONTRACT

Contractors, services providers, and all vendors with whom the Board of Education has an executed contract may not subcontract any part of any work done or assign any part of contract for goods or materials for the Board without first receiving written permission from the School Business Administrator.

Contractors, service providers, and vendors using subcontractors assume all responsibility for work performed by subcontractors. The Board Business Office may require the following documents to be secured from all approved subcontractors:

- a. Insurance Certificate as outlined in the bid specifications;
- b. Affirmative Action Evidence as outlined in the bid specifications;
- c. Written certification that the subcontractor shall adhere to prevailing wages as provided through New Jersey State Law.

In cases of subcontracting, the Lakewood Township Public Schools shall only pay the prime contractor. It is the sole responsibility of the prime contractor to ensure that all subcontractors are paid. The Lakewood Township Public Schools shall not be responsible for payments to subcontractors and shall be held harmless against any or all claims generated against prime contractors for nonpayment to subcontractors.

35. TAXES

As a New Jersey governmental entity, the Board of Education is exempt from the requirements under New Jersey state sales and use tax (N.J.S.A. 54:32B-1 et seq.), and does not pay any sales or use taxes. Bidders should note that they are expected to comply with the provisions of said statute and the rules and regulations promulgated thereto to qualify them for examinations and reference to any and all labor, services, materials and supplies furnished to the Lakewood Township Public Schools. Contractors may not use the Board's tax exempt status to purchase supplies, materials, service or equipment.

36. TERMINATION OF CONTRACT

If the Board determines that the contractor has failed to comply with the terms and conditions of the bid and/or proposal upon which the issuance of the contract is based or that the contractor has failed to perform said service, duties and or responsibilities in a timely, proper, professional and/or efficient manner, then the Board shall have the authority to terminate the contract upon written notice setting forth the reason for termination and effective date of termination. The Lakewood Township Board of Education, in its sole discretion, may call for the forfeiture of the Performance Bond.

The Contractor shall be liable for any incremental costs (including reasonable attorney fees and administrative fees to prepare new bid specifications) the School District may incur to operate its transportation program for the remainder of the school year following the cancellation of the contract and calling for the forfeiture of the Performance Bond.

Termination by the Board of the contract does not absolve the contractor from potential liability for damages caused the District by the contractor's breach of this agreement. The Board may withhold payment due the contractor and apply same towards damages once established. The Board will act diligently in accordance with governing statutes to mitigate damages. Damages may include the additional cost of procuring said services or goods from other sources.

The contractor further agrees to indemnify and hold the District harmless from any liability to subcontractors or suppliers concerning work performed or goods provided arising out of the lawful termination of this agreement.

The contract may be terminated by the board for convenience without any liability or penalty to the board except that the contractor shall be paid for services that are rendered prior to the date of termination, excluding loss of profits, loss of business advantage, compensatory or consequential damages.

37. WITHDRAWAL OF BIDS

Before The Bid Opening

The School Business Administrator may consider a written request from a bidder to withdraw a bid if the written request is received by the School Business Administrator before the advertised time of the bid opening. Any bidder who has been granted permission by the School Business Administrator to have his/her bid withdrawn cannot re-submit a bid for the same advertised bid project. That bidder shall also be disqualified from future bidding on the same project if the project is re-bid.

After The Bid Opening

The Board of Education may consider a written request from a bidder to withdraw a bid, if the written request is received by the School Business Administrator within five (5) business days after the bid opening. A request to withdraw a bid after the specified number of days will not be honored.

The contractor/vendor who wishes to withdraw a bid must provide a certification supported by written factual evidence that an error or omission was made by the contractor and that the error or omission was a substantial computational error or an unintentional omission or both.

The request to withdraw a bid after the bid opening may be reviewed by the School Business Administrator, the Director of Facilities, other interested administrators; and the Architect of Record for the project (if necessary) and/or the Board Attorney and a recommendation will be made to the Board of Education. If the Board of Education grants permission to have the bid withdrawn the contractor/vendor shall be disqualified from bidding on the same project if the project is re-bid. If the contractor/vendor fails to meet the burden of proof to have the bid withdrawn the request to withdraw the bid will be denied and if the contractor/vendor fails to execute the contract the bid guarantee will be forfeited and become property of the Board of Education.

LAKEWOOD TOWNSHIP PUBLIC SCHOOLS
Business Office
200 Ramsey Avenue
Lakewood, New Jersey 08701



TECHNICAL SPECIFICATIONS



John A. Paredes
Purchasing Agent

**SPECIFICATIONS FOR PUBLIC SCHOOL SPECIAL NEEDS AND NON-MANDATED
BUS SERVICE ROUTES**

LAKEWOOD BOARD OF EDUCATION

2016-2017 School Year

GENERAL PROVISIONS

1. All contractors shall comply with current applicable New Jersey statutes, regulations and with the policies and procedures of the district board of education governing student transportation.
2. The term of the contract shall, in general, be from September 1 through June 30 according to the school calendar. If routes are noted as "SUMMER" routes, they will run during the months of June through August for the dates specifically noted. Student transportation contracts are deemed to include all the rules and procedures pertaining to student transportation though not expressly stated.
3. It is the intent of the 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 school calendar. The school calendar, copy attached, is part of these specifications and of the contract.
4. The successful bidder will be considered an independent contractor and shall not be deemed to be an agent, servant, employee, or representative of the board of education.
5. As authorized by the district 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.
6. Vehicle(s) shall arrive and/or depart the assigned school(s) as indicated on the enclosed route descriptions.
7. 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. The Board of Education reserves the right to transfer transportation contracts awarded under the specifications to another Board of Education.
11. If any litigation should arise between the 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.

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 this district's board of education.
2. All vehicles shall be systematically inspected twice within the year and shall display a school 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 school 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. Every bus provided by the contractor must have fully functional two-way radio system capable of communicating from any location that coincides with the Lakewood Board of Education's assignment for the vehicle.
4. The School District requires the installation and use of a three camera digital recording video system all buses used under this contract. A GPS system will also be required on all buses and may be independent or part of video system as long as the detailed report can be quickly produced and forwarded to the district transportation office. Camera 1 will be at the front of the bus and face backwards in order to capture the entire bus on the video digital memory. Camera 2 will be at the mid bus mark and also face backwards to capture a better view of rear-seated passengers. Camera 3 will be located directly over the driver's left shoulder pointed in the direction of service door, high enough to view the driver, stairwell in the service door clearly. Vehicles with a capacity of 20 or less ambulatory passengers, the mid-bus camera may be eliminated. A documented chain of custody for all video recordings that are copied and/or shared for any reason will be maintained by the school bus contractor's office for at least 13 months. All video camera systems must have a delayed power-off system ensuring the camera will continue to record for a minimum of 15 minutes after the bus is turned off. The system must have the ability to send video recordings and detailed reports via email (example - Dropbox or Sharefile transmission software) to the school's administrator and the School District's Transportation office. All camera use on buses in service to the School District and digital storage viewing shall be consistent with the policies and procedures as established by the Lakewood Township Board of Education.
5. The Contractor must have a maintenance facility with a basic essential parts inventory on-site at the location where the buses are parked and the drivers are dispatched from. This maintenance facility must have at least one fully trained diesel mechanic on duty for the morning and afternoon dispatch. Larger fleets should follow federal minimum standard guidelines for school bus operations.

6. All vehicles (assigned and spares) servicing these routes shall be equipped with GPS tracking systems to provide real-time and recorded tracking of the bus's location. The system must have the ability to send detailed reports via email to the district's Transportation Coordinator's Office whenever requested (example - Dropbox or Sharefile transmission software).
7. All vehicles must have a route card for every route that is done. This card must be placed in the second window back from the service door on the same side as the service door. We require that the route currently being done is the ONLY route to be displayed. It must be on an 8.5 x 11 sheet, landscape orientation using Arial font at size 190. Black lettering on a white background will be used for clear windows. When windows are tinted, white lettering with a black background must be used. It should be placed in a letter-size sheet protector with side fill along the horizontal top to make insertion and removal of the various route pages easier. Multiple routes or no route ID Card at all will both be considered as noncompliant with the spec and subject to the daily fine for noncompliance.
8. All vehicles used to transport students shall be equipped with the following SAFETY DEVICES:
 1. Seat Belts
 2. Audio Visual Video Surveillance
 3. Two-way FM Radios, with FCC license
9. Buses are to arrive at school ten (10) minutes before the beginning of the school day and ten (10) minutes before the end of the school day. (See attached calendar and time schedule).

ACCIDENT REPORTING

The School District reserves the right to participate actively in any accident review, in cooperation with the Contractor or on its own, of the vehicle in which students are being transported under this contract, and the Contractor agrees to assist the School District in this accident review which will include making available driver records, aide records, previous accident records, and vehicle maintenance records.

The School District also reserves the right to remove from service to the School District any driver, aide, and/or vehicle deemed to have preventable responsibility for an accident.

Contractors will ensure that every school 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 that involves 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,

- 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, and
- d) the driver must also complete and file a motor vehicle accident report in accordance with N.J.S.A. 39-4:130.

REPORTING STUDENT LEFT UNATTENDED ON THE SCHOOL BUS

Every owner/operator of a school vehicle shall immediately inform the administrator or principal of the receiving school and the Superintendent for the district Board of Education providing transportation or their designee following an incident in which it has been determined that a student has been left unattended on the school bus at the end of the route. School District or school bus personnel who discover, or whom it is reported, that a student has been left on a school bus shall immediately report the incident to the owner/operator of the vehicle. 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.

DRIVERS/AIDES

The Contractor agrees to submit a list of certified drivers (including substitute drivers, mechanics as drivers, and supervisory/clerical personnel as drivers) and aides in service to the School District with their route identification numbers, vehicle assignments, vehicle identification number, license plate number, the name of the driver, the name of the aide (where required) and schools to which they are transporting School District students **by October 1st of each year and update this list within seven (7) business days** as permanent changes of drivers and/or aides are made. Driver and aide information shall include, but not be limited to, the following information:

1. drivers name and/or aides name;
2. a photocopy of the drivers current license to operate a school bus;
3. a photocopy of the drivers current motor vehicle abstract records; and
4. a photograph of the current medical examiners certificate, if required.

Periodically, and throughout the school year, the School District on its own may request current listings of certified drivers and aides with their route identification numbers, vehicle assignments, and schools to which they are transporting students. The Contractor shall provide this information within seven (7) business days.

The Contractor shall make the bus driver and/or aide available for any student disciplinary hearings for School District student disciplinary investigations if these are required. The cost of the bus driver's time and the time of the aid shall be borne by the Contractor.

The School District shall have the right to require the removal from services to the School District of any person (driver, aide, mechanic, supervisor, or office personnel), or the

reassignment of any person from one route to another route, who in its opinion, is not qualified or appropriate through any specific act of inappropriate behavior or failure to maintain or possess the required licensure and/or training; or who through specific acts will detract from the safe and efficient operation of school buses, and/or the safety of the pupils thereon under the contract .

If the School District feels it is necessary, School District reserves the rights to assign its own bus aide, a nurse, or other responsible adult to a bus to provide assistance and/or supervision on a need basis while the bus is in service to the School District. Such aides, nurse, or other responsible adult shall be an employee of the School District. The Contractor will cooperate with the School District in facilitating the placement of these School District assigned people on the Contractor's vehicles.

All drivers and aides in service to the School District must be able to clearly communicate with the students. The driver is required to participate in bus evacuation drills twice during the school year. He/she must have the skills and knowledge required to train the students how to safely evacuate the school bus, in case of emergency.

The Contractor shall ensure that all drivers and employees are dressed appropriately (**company logo shirts and photo ID badges are now required, also shorts may be worn providing that they at least touch the knee or are longer**) and in a manner that will consider the sensitivities of the children transported and/or appropriate for interaction with children.

The Contractor shall ensure that all drivers and aides will comply with the Addendum #2 "School Bus Driver and Aide Code of Conduct".

Also:

1. The driver shall be a reliable person of good character who shall possess the qualifications and communication 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:39:17-20 (background check), and tuberculosis testing. Drivers must conform to the Lakewood Board of Education Bus Drivers Code of Conduct (Addendum 2).
2. If a student assigned to a special education route is not present at the assigned bus stop for three (3) consecutive days, the contractor shall report this absence to the district transportation supervisor.
3. The bus driver shall be in full charge of the school bus at all times and will be required to report unmanageable students to the district transportation supervisor and/or the contractor's dispatcher on the district **prescribed incident/discipline form**.
4. The same driver **should** be assigned to the same route in the morning and afternoon.

5. A bus aide assigned to a route awarded by this bid shall be a reliable person of good character who shall possess the qualifications and communication skills necessary to perform the duties of the position, and will be required to comply with the criminal background check and tuberculosis testing as prescribed by law.
6. Bus aides shall attend to the special needs of students, maintain order on the vehicle to ensure the safety of all students, assist students getting on and off the vehicle as needed, and other duties which may be specified by the board of education.
7. If, in the judgment of the Board of Education, any driver or aide assigned to a vehicle operating under a contract awarded by this bid shall be deemed to be an unsuitable person for their position because of lack of skills necessary to perform their duties, inability to control students, inability to clearly communicate, failure to comply with the rules and regulations, incapacity, unbecoming conduct, or other good cause, the contractor may be required to remove the driver and/or aide from the route or all district routes. If the contractor fails to comply with this provision, the contractor may be required to show cause why this failure to comply is not deemed to constitute a breach of contract and may set aside and annul the contract.
8. A full-time dispatcher must also be located at the site to ensure that drivers are personally visually engaged by the dispatcher each morning and afternoon prior to starting their scheduled runs.

DRUG AND ALCOHOL TESTING

If awarded a contract, your company/firm will be required to certify to the board of education that you are in compliance with the drug and alcohol requirements of the Omnibus Transportation Employee Testing Act.

BACKGROUND CHECK

The contractor will ensure compliance with the requirements of NJSA 18A:39-17 through 20 governing criminal history background checks, and shall annually submit required documents necessary to the Executive County Superintendent of Schools on or before August 31st or upon employment for newly hired drivers.

TUBERCULOSIS TESTING

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

LICENSES

The Contractor and its employees shall acquire and maintain valid permits and licenses required by law. All costs and fees for such licenses shall be the sole responsibility of Contractor and/or the drivers under its employ.

SPECIAL EDUCATION STUDENTS

Drivers and aides assigned to transport special-education pupils on dedicated special education buses or vans shall be given special training concerning the techniques of transporting such children. Such training must be acceptable to the School District. The Contractor is also required to place aides on dedicated buses or vans transporting special education students and on other vehicles designated by the Lakewood Township Board of Education.

Drivers and aides who are not regularly assigned to dedicated special education routes and who are transporting special education students to athletic and field trips must also possess the special training in techniques of transporting such children.

Contractor, his supervisory personnel, office staff members, drivers, and aides must treat student information obtained through the School District with strict confidentiality and such information shall not be disclosed to any other person.

PUPIL SUPERVISION

Lakewood Township Board of Education delegates to the Contractor the necessary authority to supervise students and maintain order on buses and vans in accordance with the Lakewood Township School District rules.

While buses are in service to the School District, there shall be no smoking on the bus, eating food, and playing radios.

COUNTY SUPERINTENDENT APPROVAL

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

PAYMENT TERMS

1. Payments to contractors shall be made on or before the 30th day of the month. Payments will be made in monthly installments, the first of which will be made on or about the thirtieth day of service provided an appropriate invoice is submitted by 15th of the month.
2. The contractor shall execute the contract and submit it to the district board of education with all required related documents in order for the district board of education to comply with the timeline for submission of contracts to the 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.
3. Payment for the month of June will be made by approximately July 15th.
4. In order to simplify the invoicing process, one 10th of the annual contract cost should be submitted monthly for the months of September through May. The Per diem contract cost

will be used to reconcile each contract in the final month of the school year (June) by calculating the actual number of days transportation services were performed for the entire school year.

5. Payments are subject to approval by the board of education. Therefore, payments may be delayed depending on the Board's meeting schedule.

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.

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 annum basis as indicated on the enclosed bid sheet. Other bid sheets are not acceptable.
2. If any change in the described route results in increased or decreased miles, the amount of the contract shall be adjusted as specified in the bid. Bids, which do not include an adjustment amount, shall not be accepted.
3. The net result of any mileage adjustment to a nonpublic school transportation contract shall not exceed the maximum cost per student in accordance with N.J.S.A. 18A:39-1a. Calculations to determine per student cost shall include all students on the route, public and nonpublic.
4. The increase/decrease mileage adjustment for any route contracted by the board will require a daily difference of at least five additional or decreased miles before any adjustment is applied.

INSURANCE COVERAGE

1. Unless otherwise specified by the Board of Education, the contractor shall provide automotive liability insurance required by the state's motor vehicle commission and the Department of Education regulations in the amount of \$ 2,000,000 or more combined single limit per occurrence. Bidders will be required to provide, with the bid, evidence of their ability to obtain the required insurance coverage. A certificate of insurance for the duration of the contract is to be presented by the successful bidder. The certificate of insurance shall name the contracting board of education as an additional insured party of the policy.

2. The district Board of Education in the Executive County Superintendent shall be notified by the insured whenever any policy is canceled. 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.
3. The contractor will protect, defend, and save harmless the Board of Education 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.

BID GUARANTEE

1. Each transportation bid shall be accompanied by a bid bond, cashiers or certified check for five percent (5%) of the amount of the annual contract cost. 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 Board of Education (N.J.S.A. 18A:39-4). The bid guarantee shall be identified by the bid number assigned to the bid for which it is submitted. The bid guarantee 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 the number of school calendar days.
2. Each bid shall be accompanied by a Consent of Surety licensed to do business in the state of New Jersey.

PERFORMANCE GUARANTEE

1. A corporate/personal performance surety bond in an amount equal to the annual amount of the contract shall be required of the successful bidder. A signed Prescribed Form of Questionnaire, included in these specifications, shall accompany each bid. The bond to be provided for per diem contracts shall be equal to the total per diem bid multiplied by the number of school calendar days.
2. If personal bonds are permitted by these specifications, a contractor who submits a personal bond will ensure that the bondspersons providing the performance guarantee provide a list of all school districts in which they are bonding contracts and the amount of the contracts bonded. Additionally, evidence of the value of the property listed as security shall be provided upon request.
3. For the purpose of this bid, personal bonds will NOT be permitted.
4. Performance bonds must be submitted within 10 days of receipt of the contract. NO PAYMENTS WILL BE MADE UNTIL ALL REQUIRED DOCUMENTS HAVE BEEN SUBMITTED IN COMPLIANCE WITH STATE REGULATIONS.

BREACH OF CONTRACT/PENALTIES

1. 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. **At the board's discretion, it may choose to keep contract in force, but impose a daily penalty in the amount equal to the per diem payment (or \$300.00 per day, whichever is greater) for the subject route for each day of noncompliance. Noncompliance includes, but is not limited to, arriving outside the specified window (early or late), no route ID Card for current route , multiple route IDs displayed, no two-way radio, no GPS system, no video recording system, etc.**
2. If the Contractor fails to provide **timely transportation** pursuant to the scheduled routes and times set forth herein, the Contractor shall pay to the Board of Education the sum of \$300.00 per day as liquidated damages, not as a penalty, for each school day the Contractor fails to provide timely transportation pursuant to the scheduled routes and times set forth in the parties' agreement. BID DUE to the inability of the parties to calculate damages with any degree of certainty, said sum is deemed a fair and equitable figure for ascertaining the damages for the delay or inability of the Contractor to provide transportation services in accordance with the established schedule.

TRAINING PROGRAMS

1. The contractor will ensure that drivers and aides are properly trained to perform their duties.
2. The contractor shall administer a safety education program for all permanent and substitute drivers and bus aides.
3. Drivers and aides will be required to participate in scheduled school bus evacuation drills.

ROUTES

1. Within ten (10) days of the start of the contract (except in cases where the route start date is more immediate than the ten (10) day window), the contractor shall submit to the district board of education a description of the actual streets traveled for routes for the transportation of special education students for which the streets to be traveled are not described by the board of education on the route description contained in the bid. **Under no circumstances will drivers be permitted the discretion of changing a child stop to a "HOUSE STOP". The contractor of a route done with unauthorized housetops created by the driver will have the option to pay a daily penalty equal to the amount of the per diem cost for the route or \$300 whichever is greater; or, suspend the driver without pay for a first offense or terminate the driver for repeated offenses.**
2. Bus routes and bus stops shall be provided to the Contractor by the School District. During the course of the operation of the routes from the first day of school until October 15th, the Contractor is authorized to adjust the structure of the routes without prior authorization of the School District but is required to inform the School District Transportation Department in writing within five (5) business days of what structural changes have been made. However,

the Contractor is not authorized to add, change, or eliminate any bus stops without the prior written approval of the School District. The route structural changes are subject to the approval of the School District. Once the routes are firmly established for the school year, but not later than October 15th, the Contractor shall not deviate from the design designated routes except by prior written consent of the School District or in the case of an emergency, which shall be reported promptly thereafter to the School District. Routes may be modified at the sole discretion of the School District, and they shall be subject to the needs of the School District and the provisions of the rules of the State Department of Education as well as the policies and administrative regulations of the Lakewood Township schools.

3. The School District reserves the right to revise or make modifications of any and all routes subject to the needs of the School District, the provisions of the rules of the State Department of Education, and the policies and procedures of the Lakewood Township Board of Education. Such revision shall be deemed an ordinary part of the contract. Any revision that shall create an increase or decrease of mileage, not to exceed 5 miles of the total base service mileage as of the date of the original or the renewal for subsequent years, as specified in routes attached, shall be deemed an ordinary part of the contract. A monthly adjustment will be made for mileage in excess of 5 miles. Said adjustment will result in either a credit to the School District or added compensation to the Contractor.

The School District reserves the right to ask for a copy of the Contractor's records to validate the additional mileage claimed and also reserves the right to validate the mileage on its own. In the event of a discrepancy between the Contractor's claim of mileage and the School District review of mileage, the School District review shall prevail.

4. Within five (5) business days prior to the first day of service under the contract each regular driver will make at least one (1) trial morning and one (1) trial afternoon run at the times in which the routes will be operating, and these trial runs are to include all stops assigned on the route. The Contractor will identify any routes where there is a projected indication of an inability to perform regular scheduled routes to serve the students safely and timely. Contractor will advise the Transportation Department of the School District in writing within five (5) business days of any problems along with any suggestions for improvement.

Failure to provide the School District with information on any problems with the structure of the route(s) will be deemed as the route operating as initially designed, and any changes by the Contractor can be considered a violation of the contract.

For bus drivers permanently assigned to routes after the start of school, within five (5) business days prior to their operation of the route, they will make at least one (1) trial morning and one (1) trial afternoon run at the times the route(s) will be operating.

5. Vehicles shall arrive between fifteen (15) and five (5) minutes before the scheduled school start time. In the afternoon they shall be at their designated parking areas no later than ten (10) minutes prior to the scheduled dismissal of school unless the School District shall determine otherwise.
6. Once the vehicle arrives at the school, the bus driver shall remain within their vehicle.

SCHOOL CANCELLATION, DELAYED START OF SCHOOL, AND EMERGENCY PROVISIONS

1. The Superintendent, or his/her designee, shall have the sole responsibility of altering, delaying or canceling the service during inclement weather or for any other reason. The Contractor agrees to abide by the decision of the Superintendent, or his/her designee, and operate on the assigned schedules and routes. Any obligations the Contractor may have to other School Districts must not interfere with any schedule being used by the Lakewood Township Board of Education on any given day, inclusive of inclement weather emergencies. The School District expects the Contractor to be "on time" regardless of the schedule the School District is required to use on any given day. Per Diem fines will be applied to any route that is reported late on these alternate scheduled days. Contractors are expected to be prudent with the sharing of their services between districts, should they choose to do so, to allow sufficient contingency operations to fully and timely meet their obligation to the Lakewood Township Board of Education on these alternate scheduled days.
2. The Contractor shall also be responsible for providing regularly scheduled buses in the event schools are closed early on any school day BID DUE to weather conditions or other emergency declared by the Superintendent or his/her designee. It is understood that time is of the essence in providing such buses, and that such buses will be provided as soon as possible, but in no event will the arrival of buses at the designated locations be more than one (1) hour after notification is given to the Contractor by the School District.
3. The Contractor understands that the nature of the Lakewood Township Board of Education's state-mandate to provide school buses to nonpublic schools based on their approved schedule will sometimes require that their drivers will be required to work on holidays. Please keep this in mind when bidding and staffing.

MODIFICATIONS

1. 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 or return receipt email to all bidders who requested specifications.

2. The Board of Education reserves the right to make modifications of routes subject to the provisions of the bid and of the rules of the State Board of Education.

RIGHT OF THE BOARD TO REVIEW THE OPERATIONS OF THE CONTRACTOR

1. The Board reserves the right at any time and at their discretion, to review the operations of any contractor servicing Board routes. This will be done as many times as necessary to ensure the interests and responsibilities of the Board to the children transported and the taxpayers. At the very least, it will be done once a year for each contractor's operational site.
2. Furthermore, the buses of any contractor may be boarded by a supervisor from the board to review any concerns for the safety of the children. The district's transportation supervisor may, at their discretion, choose to ride along on the route to review concerns with any part of the service being provided.
3. The maintenance and inspection records of any bus, along with the training/credential files of any driver servicing the Board may be immediately reviewed at any time, either in the Board's offices or on the Contractor's premises.
4. Penalties for noncompliance on any route by deficient bus, driver or operational service will be imposed and the daily amount equal to the per diem rate or \$300.00 per day (whichever is greater) for each affected route shall be forfeited. Severe deficiencies that could compromise the safe transport of the children may warrant a complete "breach of contract" for the subject contractor for all of their contracted routes and subsequent bond relief to the full extent allowed by the terms of the bid and state law.

LAKEWOOD TOWNSHIP BOARD OF EDUCATION ADDENDUM #1

TO TRANSPORTATION CONTRACTS FOR PUBLIC/NON-PUBLIC IN-DISTRICT AND OUT-OF-DISTRICT STUDENTS AND IN-DISTRICT AND OUT-OF-DISTRICT SPECIAL EDUCATION STUDENTS

This addendum applies to the extension of all transportation contracts between the Lakewood Township Board of Education and school bus Contractors for the period specified in the attached bid specifications for contract renewal. This addendum has been part of previous bids or renewals and will be subject to the approval of the Ocean County Executive Superintendent.

GENERAL PROVISIONS

1. All terms and conditions of the previous transportation contracts between the Lakewood Township School District and school bus Contractor shall remain in force and subject to the original bid terms and this addendum. If any original language is found to be redundant or contradictory to the language contained in this version, the language in this addendum will supersede the original language.
2. The transportation contract between the Lakewood Township School District and the school bus Contractor may be increased by the amount approved by the board, not to exceed the New Jersey Department of Education consumer price index percentage as approved by the Commissioner of Education.
3. The Lakewood Township Board of Education reserves the right to waive what it deems information that is relating to this addendum if it deems to be in the best interest of the School District.

NON-PERFORMANCE/DAMAGES

The School District has included non-performance/damages in the event that financial remedies are needed to ensure a high-quality transportation service. It is not that School District's intention, nor desire, to utilize this option unless it is deemed necessary by the actions of the Contractor. The School District envisions a cooperative and harmonious relationship with the Contractor that is based upon mutual trust, and understanding of the responsibilities of both parties, and conforms to the requirements of the contract and all addendums.

Prior to the implementation of any penalty, the Transportation Coordinator will attempt to contact the Contractor or his/her representative to determine if there are any mitigating circumstances that have caused the service issue that might lead to the issuance of a penalty. After reviewing the circumstances surrounding the non-performance, the Transportation Coordinator will make a decision within five (5) business days of the occurrence and implement the penalty if appropriate.

If the Contractor disagrees with the determination of the Transportation Coordinator, the Contractor has the right to appeal the Transportation Coordinator's decision within five (5) business days to the School Business Administrator or his/her representative who will make the determination within five (5) business days. If the Contractor disagrees with the determination of the School Business Administrator or his/her representative, the Contractor has the right to appeal the School Business Administrator's or his/her representative's decision within five (5) business days to the Superintendent of Schools. The Superintendent of Schools will make a determination with thirty-five (35) business days and such decision will be final.

If at any point in the appeals process a decision is made in favor the Contractor, the Contractor shall be reimbursed for any verifiable financial loss he/she incurred.

In view of the difficulty the School District will suffer by reason of the defaults on the part of the Contractor, the following sums shall be deemed damages for breach of the contract.

1. If the Contractor does not have sufficient number of spare vehicles to replace a vehicle in service to the School District that is undergoing maintenance, inspection, or is out of service for any reason, the School District shall deduct from the monthly payments the pro-rata cost of the vehicle(s) for that day contracted through other sources to meet the deficit plus an additional \$50.00 per bus.
2. In the event the Contractor does not have the required operational video/GPS systems on any bus used to service this contract, the Contractor shall be liable for penalty of \$50.00 per day/per bus where such devices were absent or not working on the first offense for any vehicle in their fleet. For a second offense for this or any other bus in the subject Contractor's fleet, a fine will be assessed at \$300.00 per bus/per incident in violation of the specifications. Third and subsequent offenses committed by this bus or any of the bus in the subject Contractor's fleet will be assessed at \$500.00 per bus/per incident. The systems are very important and the board absolutely requires them to be operating as expected.
3. This contract envisions a quality, responsive, transportation program that minimizes the School District's involvement in the day-to-day operation of the program. Should operating problems occur that require the involvement of the School District; the School District reserves right to officially put the Contractor on notice of such problems. Should similar operating problems recur within thirty (30) days, the School District reserves the right to deduct \$200.00 or the per diem rate (whichever is greater) for each poor-performing route from the monthly payment for each such occurrence. If the problem continues beyond thirty (30) days, the School District reserves right to deduct \$300.00 or the per diem rate (whichever is greater) from the monthly payment for each occurrence.

4. If at any time the Contractor uses a driver in the performance of this contract, who does not meet the requirements of State of New Jersey, including, but not limited to, appropriate licensure and training, the Contractor is liable for deductions of \$300.00 per day/per driver plus nonpayment for the route(s) operated by the driver(s) from the monthly billing for service for each driver so employed. This fine(s) will be assessed for each day the deficient driver was performing work on behalf of the Lakewood Township Board of Education.
5. The School District considers the retention in service to the School District of the driver, aide, or vehicle for more than 24 hours after the School District has instructed the Contractor in writing that the driver, aide, or vehicle is to be removed as a serious breach of contract. If this flagrant contract violation should continue to occur, the School District will withhold payment for the route(s) driven by the driver, on which the aide serves, or where the vehicle is used plus \$100.00 for each day the driver, aide, or vehicle remains in service to the School District.
6. A reliable transportation system is important to meet the educational requirements of the students in School District. To this end, students must be brought to school in the morning in a timely and consistent manner, and students must be picked up at school in the afternoon in a timely manner. If a bus arrives later than five (5) minutes before scheduled school start time or is not in its designated area at least ten (10) minutes before the scheduled school end time for more than ten (10) days in the school year in the morning and/or afternoon, the School District reserves the right to deduct \$50 or the per diem rate (whichever is greater) per bus for each late arrival at school from the monthly billing retroactive to the first lateness. Should situations beyond the control of the Contractor cause the late arrival (i.e. weather, traffic, etc.) the penalty may not be assessed.
7. Drivers are required to traverse their routes at least five (5) days before they begin the operation of the routes. Purpose of this requirement is to insure that drivers are familiar with the routes including the location of bus stops and the school location, and the driver is able to operate the routes in a timely manner. Failure to be knowledgeable of the routes (including the location of bus stops and the school) shall result in a deduction of \$100 or the per diem rate (whichever is greater) per bus for each route for each day the bus driver is unable to operate them properly and timely.

If substitute drivers are operating a route for five (5) or more consecutive operating days, the substitute drivers will be considered permanent drivers for the purpose of this requirement.

8. In the event of a strike or other occurrence causes an interruption of services for more than 24 hours, the School District shall have the right to secure such other transportation as may be necessary and charge the cost of this other transportation to the account of the Contractor. There will be no payment to the Contractor for days no service is provided, and the Contractor is responsible for the financial liability to the School District.

The Contractor will be liable for any incremental costs, administrative costs, and reasonable attorney fees that the School District may incur in seeking another Contractor and having the other Contractor operate its routes for the interrupted period of service. In addition, the School District retains the right to cancel the contract in order to secure another school bus operator. In this event, the Contractor shall also be responsible for any incremental costs (including reasonable attorney fees and administrative costs) to operate the School District's transportation program for the remainder of the school year.

9. Failure of the Contractor to immediately report an accident involving a bus in service to the School District or an injury involving a student on a bus in service to the School District; not submitting all accident reports on a time (including the Contractor's internal forms); interfering, or not allowing the School District to participate in the Contractor's internal investigation, or preventing the School District from conducting its own accident investigation will result in a penalty of \$300.00 per accident.
10. The Contractor is to provide the School District with any parental complaints, concerns, or information requests they receive. Parents are the direct public "consumers" whose children are served by the School District. Failure to respond appropriately within a five (5) business days of receiving a complaint or concern will result in a penalty of \$50.00 per day beginning from the sixth (6th) day onward for a maximum of \$300.00.
11. If at any time the Contractor fails to provide sufficient personnel (i.e. supervisors, drivers, aides) or sufficient number of vehicles as required by the contract, the School District shall deduct from its monthly payment \$300.00 per day/per vehicle or person/day for each occurrence said personnel or vehicles are not supplied, plus there will be no payment services that were not provided.
12. Given the legal and professional mandates the School District has to be responsible for its transportation program, it is very important that the School District has full information on the drivers, aides, and vehicles used by the Contractor. In the event the Contractor fails to provide the information within the time stipulated in the specifications on the drivers, aides, and/or vehicles, the Contractor shall be liable for penalty of \$300.00 per day for each driver, aide, and/or vehicle.

13. As noted in the specifications, the Contractor and/or drivers are prohibited from changing any route(s) or bus stop(s) without prior School District approval. If such unauthorized changes are made, the School District reserves right to withhold payment for any route(s) that are modified in an unauthorized fashion.

It is especially understood by the Contractor that the School District, by not exercising its rights, or by waiving any of the provisions of this contract, or by exercising the provisions of this contract in a particular way, shall not be deemed to have waived any of its rights or the contract requirements.

ADDENDUM #2

LAKEWOOD TOWNSHIP BOARD OF EDUCATION

School Bus Driver and Aide Code of Conduct

1. Every school bus driver shall thoroughly familiar with all state, local and School District rules and regulations pertaining to the operation of the school bus in his/her charge. Any driver found guilty of a moving violation of four points or less will be placed on probation for three years (same length of time the points stay active). During this three-year probation, if the employee has any new violation of four points or less, they will be issued a two-week suspension, effective immediately from the time of pleading or being found guilty. Any violation of 5 points or more will require an immediate letter of notification being sent to the Lakewood Township Board of Education's Transportation Department for review by the Board of Education's Transportation Committee. The committee will determine the appropriate response which could include immediate suspension or termination. Any driver who has 5 or more active points on their license (cumulatively) will also require immediate notification to the Lakewood Township Board of Education's Transportation Department for a similar review as previously mentioned. If the Contractor fails to apply due diligence in their mandated review of their bus drivers' driving records and thereby not provide the Lakewood Township Board of Education with the aforementioned notifications, this will be considered a breach of contract and subject to penalties determined by the Lakewood Township Board of Education as appropriate that could include fines, cancellation of the contract and/or disqualification is a qualified bidder is described in New Jersey Administrative Code 6A: 27 et seq.
2. No "HOUSE STOPS" that are not specifically noted on the routing instructions received from the Board of Education will be made without the written direction of the Lakewood Township Board of Education Transportation Department.
3. No school bus driver shall allow a passenger or other unauthorized person to operate the school bus at any time, nor shall any person except the driver be allowed to sit in the driver's seat. No school bus driver shall leave the driver's seat without first setting the brakes, shutting off the motor, placing the bus in park, and removing the ignition key from the lock. The keys shall be kept in the driver's possession at all times.
4. School bus drivers shall have the primary responsibility for the safety of passengers while they are boarding the bus, while they are on the bus, and while they are disembarking the bus and crossing the roadway. If passengers must cross the road, the driver shall take reasonable action to assure that they cross safely. The driver shall take reasonable action

to assure that passengers boarding or disembarking from the bus are within his/her view at all times and that they pass in front of the bus and never behind the bus.

5. No school bus driver shall leave the immediate vicinity of his/her bus while there are passengers aboard. In the event of the bus breakdown, assistance shall be sought in accordance with the Lakewood Township Board of Education district policy.
6. School bus drivers shall pick up only the students and persons designated by an authorized School District administrator.
7. No student is permitted to leave the bus at any stop other than his or her regular bus stop, unless specific "WRITTEN" permission is first obtained from the School Administrator or the Lakewood Board of Education Transportation Department.
8. School bus drivers, prior to commencement of any trip or route, shall assure that the windshield and rear window of the bus are clean, as well as, all aisles and emergency exits being clear at all times of any obstructions. Additionally, the driver must review all emergency procedures with the children and teachers (when present) to insure everyone will know what to do during an emergency. **DRILLS ARE TO BE FORMED 2 TIMES YEAR.**
9. The driver's personal items shall be stored in appropriate compartments away from student access or contact.
10. School bus drivers shall be certain that all brakes, lights, stop signs, warning signal lamps, and other safety devices are working properly before starting on any trip and shall insure that the bus is equipped with a first aid kit and a fire extinguisher. The New Jersey Motor Vehicle Commission (NJMVC) approved pre-trip checklist should ALWAYS be used whenever driver uses any bus for the first time each day.
11. School bus drivers shall check the latch, safety lock and warning system for emergency doors daily. No bus may be operated with passengers aboard if the emergency exit is not functioning properly.
12. No bus shall be in motion with any of the exit doors open or partly open.
13. School bus drivers shall immediately report to their supervisor, as well as the supervising teacher when out of the local area, any suspected malfunction or needed repair of the school bus in their charge.

14. School bus drivers shall observe all driving regulations set forth in the laws of the State of New Jersey relating to the operation of motor vehicles and school buses at all times. It is the obligation of the bus driver to be familiar with ALL laws and regulations pertaining to the operation of the school bus. Bus companies must perform ongoing training and safety reviews at least once a month at a mandated safety meeting for ALL drivers and bus aides. A copy of the minutes of those meetings must be submitted to the Lakewood Township Transportation Office within 48 hours of the actual meeting date.
15. The speed of the school bus shall not be allowed to exceed the legal truck speed or any other applicable posted speed limit.
16. School buses should try to avoid passing other vehicles on single lane roadways. When it's actually necessary to overtake and pass a slow moving vehicle, school bus drivers shall take reasonable action to assure that no third vehicle is drawing near. There shall be a clearance of at least 800 feet before attempting such a maneuver.
17. All buses shall slow down to 10 miles an hour or less and give the proper signal before making a 90° right or left turn.
18. The speed of the school bus shall not exceed 10 mph when passing another school bus which has stopped to load or unload students when loading or unloading may be done without the use of the stop sign and warning signal lamps (as in a school yard). Extreme alertness and caution should be exercised in these situations.
19. School bus drivers must do a "WALK BACK" check after EVERY route has been completed before leaving the school or last drop-off stop. If there is a Bus Aide on board, the driver must turn around and observe the Bus Aide performing the walk back. If any child is left on board after leaving the drop off school or the last bus stop of the route, both the driver and aide will be held equally culpable.
20. No school bus driver shall ever use cruise control if the vehicle is so equipped. They must always have full control of their vehicle at all times.
21. Backing a school bus is to be avoided whenever possible. When backing up is absolutely necessary, the driver shall have the students onboard while the backup is completed. Backing up should not occur without the assistance and direction of an additional adult, preferably a School District or Contractor employee.
22. School bus driver shall yield the right-of-way to emergency vehicles.

23. All school buses shall stop at all railroad crossings except:
 - a. where traffic is controlled by a police officer or duly authorized flagman;
 - b. where there is an "EXEMPT" sign over the railroad crossing sign.
24. Drivers should give warning to motorists of their intent to stop at a railroad crossing by engaging their 4-way flashers.
25. No bus shall stop on a curve or a hill where visibility is not adequate and may jeopardize the safety of their student passengers.
26. All changes in the direction of the school bus shall be indicated by the use of electrical directional signals on the bus. The right directional signal shall be used to indicate anytime the bus is going to pull off the roadway.
27. The school bus driver MUST use their overhead warning lights as prescribed by NJMVC law for EVERY bus stop when children will be loading or unloading except when specifically waived by NJMVC law. Refer to the NJMVC School Bus Manual for specific rules and regulations. Drivers must exercise extraordinary vigilance at all times and especially when children are attempting to cross the roadway.
28. No school bus shall pull over to the left-hand side of the road to load or unload.
29. The stop sign on the left side of the school bus shall not be used to indicate that the bus is going to stop without actively picking up or discharging students.
30. School bus drivers shall proceed with caution whenever entering or leaving school property.
31. Bus aides shall attend to the special needs of students, maintain order on the vehicle to ensure the safety of all students, assist students getting on and off the vehicle as needed, and other duties which may be specified by the Board of Education. The bus aid must meet the child outside the bus service door and walk behind the child as they enter the bus. The Aide will assist the child with their seat belt and ensure that the child is comfortable and secure prior to the bus moving. At the end of the route, the Aide will walk ahead of the child and assist him/her as they exit the service door. They will always ensure the child is safely "handed-off" to a responsible party.
32. School bus drivers should always have complete control of their buses at all times. Children must be seated and behaving reasonably at all times. Failure of the student to comply with the Lakewood Township School Bus Passenger Code of Conduct shall be

reported immediately to the building administrator via a written disciplinary written Disciplinary Write-up that contains all factual information as indicated.

33. Any reference in the "Code of Conduct" document to a bus driver will also apply to a bus aide, mechanic or supervisory personnel who may drive, when practical or in the best interest of the student passengers. Anything not contained in this code of conduct that would be considered necessary for the safe transport of students is considered a part of this document by using good practices and common sense at all times.

LAKEWOOD TOWNSHIP PUBLIC SCHOOLS
Business Office
200 Ramsey Avenue
Lakewood, New Jersey 08701



BID DOCUMENTS AND REQUIRED DOCUMENTATION

All documents in this section shall be completed, signed and submitted with the bid package – Failure to submit the bid documents and other documents so specified may be cause to reject the bid for being non-responsive (N.J.S.A. 18A:18A-2(y)).



John A. Paredes
Purchasing Agent

Return With Bid

Business Office
200 Ramsey Avenue
Lakewood, New Jersey 08701

Proposal Date: WEDNESDAY, SEPTEMBER 28, 2016 @ 10:00 A.M.

1. Bids which do not include an adjustment amount SHALL NOT be accepted.
2. In the event bid submissions for a route result in a tie bid, the award of that route shall be based on the lowest cost for an aide (if applicable). If there is no aide cost, or if that cost results in a tie bid, the award of that route shall be based on the lowest increase/decrease adjustment cost.
3. Alternate bids not solicited by the Board of Education SHALL NOT be considered.
4. The following routes and aide (if applicable) are to be bid on a PER DIEM basis.
5. Routes which require an aide are so indicated by an asterisk (*).

[illegible]



Name of Company _____

Address _____

City, State, Zip _____

Telephone No. _____ Ext. _____ Fax No. _____

E-Mail : _____

Tax ID No. _____

Authorized Agent _____ Date _____

Authorized Signature _____ **Date** _____

To be completed and signed below.

Return With Bid

BID NO. 17-1617

**PUBLIC SCHOOL SPECIAL NEEDS AND NON-MANDATED BUS
SERVICE ROUTES**

BID DUE: Wednesday, September 28, 2016 @ 10:00 A.M.

STATEMENT OF ASSURANCE

OMNIBUS TRANSPORTATION EMPLOYEE TESTING ACT COMPLIANCE

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: _____

Authorized Bidder's Name and Title: _____

Authorized Signature: _____

Company Name: _____

Address: _____

To be completed and signed below.

Return With Bid

BID NO. 17-1617

**PUBLIC SCHOOL SPECIAL NEEDS AND NON-
MANDATED BUS SERVICE ROUTES**

BID DUE: Wednesday, September 28, 2016 @ 10:00 A.M.

STATEMENT OF ASSURANCE

**SCHOOL BUS DRIVER ANNUAL CERTIFICATION TO THE EXECUTIVE COUNTY
SUPERINTENDENT OF SCHOOLS**

I certify compliance with the requirements of N.J.S.A. 18A:39-17 through 20 governing criminal history background checks, and shall annually submit required documents to the Executive County Superintendent of Schools on or before August 31st or upon employment for newly hired drivers.

I also certify that prior to assigning a newly hired; currently approved school bus driver to a bus route, a school bus driver transmittal form is completed and submitted to the New Jersey Department of Education Criminal History review Unit.

Authorized Bidder's Name and Title: _____

Authorized Signature: _____

Company Name: _____

Address: _____

To be completed and signed below.

Return With Bid

BID NO. 17-1617

PUBLIC SCHOOL SPECIAL NEEDS AND NON-
MANDATED BUS SERVICE ROUTES

BID DUE: Wednesday, September 28, 2016 @ 10:00 A.M.

Coordinated Transportation Services Agency Membership Form
(To accompany the bid – CTSA only)

BOARD OF EDUCATION

CHIEF SCHOOL ADMINISTRATOR

Agency Name _____

Address _____ P.O. Box _____

City, State, Zip Code _____

Authorized Representative Name and Title _____

Authorized Signature _____ Date _____

BID NO. 17-1617

**PUBLIC SCHOOL SPECIAL NEEDS AND NON-
MANDATED BUS SERVICE ROUTES**

BID DUE: Wednesday, September 28, 2016 @ 10:00 A.M.

**PRESCRIBED FORM OF QUESTIONNAIRE
(To accompany bid)**

SURETY BOND

_____ **CORPORATE – Consent of Surety Attached**

FAMILIARITY WITH CONDITIONS OF CONTRACT

Have you carefully read the applicable New Jersey Statutes, regulations, procedures, the rules of the local 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 of experience? _____

3. Briefly state the nature of this experience _____

Company Name _____

Address _____ P.O. Box _____

City, State, Zip Code _____

Authorized Representative Name and Title _____

Authorized Signature _____ Date _____

To be completed and signed below

Return With Bid

BID NO. 17-1617

**PUBLIC SCHOOL SPECIAL NEEDS AND NON-
MANDATED BUS SERVICE ROUTES**

BID DUE: Wednesday, September 28, 2016 @ 10:00 A.M.

Acknowledgement of Addenda

The bidder acknowledges receipt of the hereinafter enumerated Addenda which have been issued during period of bidding and agrees that said Addenda shall become a part of this contract. The bidder shall list below the numbers and issuing dates of the Addenda.

ADDENDA NO.

ISSUING DATES

_____	_____
_____	_____
_____	_____
_____	_____

☐ **No Addenda Received**

Name of Company _____

Address _____ P.O. Box _____

City, State, Zip Code _____

Name of Authorized Representative _____

Authorized Signature _____ Date _____

To be completed and signed below.

Return With Bid

BID NO. 17-1617

**PUBLIC SCHOOL SPECIAL NEEDS AND NON-MANDATED
BUS SERVICE ROUTES**

BID DUE: Wednesday, September 28, 2016 @ 10:00 A.M.

AFFIRMATIVE ACTION QUESTIONNAIRE

This form is to be completed and returned with the bid. However, the Board will accept in lieu of this Questionnaire, Affirmative Action Evidence Employee Information Report stapled to this page.

1. Our company has a federal Affirmative Action Plan approval. ☐ Yes ☐ No

If yes, please attach a copy of the plan to this questionnaire.

2. Our company has a N.J. State Certificate of Employee Information Report ☐ Yes ☐ No

If yes, please attach a copy of the certificate to this questionnaire.

3. If you answered "NO" to both questions No. 1 and 2, you must apply for an Affirmative Action Employee Information Report – Form AA302.

Please visit the New Jersey Department of Treasury website for the Division of Public Contracts Equal Employment Opportunity Compliance:

www.state.nj.us/treasury/contract/compliance/

- Click on "Employee Information Report"
- Complete and submit the form with the appropriate payment to:
Department of Treasury
Division of Public Contracts/EEO Compliance
P.O. Box 209
Trenton, NJ 08625-0002

All fees for this application are to be paid directly to the State of New Jersey. A copy shall be submitted to the Board of Education within seven (7) days of the notice of the intent to award the contract or the signing of the contract.

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

Name: _____

Signature _____

Title _____ Date _____

Name of Company _____

Address _____

City, State, Zip _____

BID NO. 17-1617

**PUBLIC SCHOOL SPECIAL NEEDS AND NON-
MANDATED BUS SERVICE ROUTES**

BID DUE: Wednesday, September 28, 2016 @ 10:00 A.M.

BIDDER'S COMMENT FORM

PUBLIC SCHOOL SPECIAL NEEDS AND NON-MANDATED BUS SERVICE ROUTES

This form is for Bidder's use in offering voluntary alternates, or other comments intended to afford the Board information or opportunities to improve the quality of the project, without invalidating the bid proposal. It may *not* be used to take exception to specific conditions of the project defined in the contract documents which the Bidder does not like. The bid provided must be based upon the plans and specs, and all contract conditions, as stated. If these documents or conditions contain some untenable item, or extremely expensive provision, for example, to which the Bidder wishes to raise objection, this must be done at the pre-bid meeting, or in writing to the Architect through the question process outlined in the Instructions to Bidders. Such inquiries will have response issued by addendum only, and the resulting decision circulated to all bidders of record. Inquires raised too close to the bid date will not be able to be answered.

Name of Company _____

Address _____

City, State, Zip _____

Name of Authorized Representative _____

Signature _____ **Title** _____ **Date** _____

BID NO. 17-1617

PUBLIC SCHOOL SPECIAL NEEDS AND NON-MANDATED BUS SERVICE ROUTES

BID DUE: Wednesday, September 28, 2016 @ 10:00 A.M.

Consent of Surety

☒ **REQUIRED**

☐ **NOT REQUIRED**

A performance bond will be required from the successful bidder. In accordance with N.J.S.A. 18A:18A-25, the Lakewood Township Public Schools requires a certificate from a surety company stating it will provide the contractor/vendor with a performance bond in such sum that is required in the bid specifications and/or for the full faithful performance of all the bid specifications and contract provisions.

In lieu of an actual certificate, the Lakewood Township Public Schools will accept this form duly executed by an authorized agent or representative of a Surety Company.

To: The Lakewood Township Public Schools

Re: _____
Name of Contractor/Vendor

This is to certify that the _____
Name of Surety Company

will provide to _____
Name and Address of Contractor/Vendor

a performance bond in such sum that is required in the bid specifications and/or for the full faithful performance of all the bid specifications and contract provisions, in the event that said contractor/vendor is awarded a contract for the above project.

Signature of Authorized Agent of Surety Company

ATTEST: _____
Print Name of Authorized Agent

Date

Name of Surety Company

Address

City, State, Zip Code

Telephone

To be completed and signed below.

Return With Bid

BID NO. 17-1617

PUBLIC SCHOOL SPECIAL NEEDS AND NON-MANDATED BUS SERVICE ROUTES

BID DUE: Wednesday, September 28, 2016 @ 10:00 A.M.

Contractor/Vendor Questionnaire/Certification

Name of Company _____

Street Address _____ PO Box _____

City, State, Zip _____

Business Phone Number (____) _____ Ext. _____

Emergency Phone Number (____) _____

FAX No. (____) _____ E-Mail _____

FEIN No. _____

Years in Business _____ Number of Employees _____

References – Work previously done for School Systems in New Jersey

<u>Name of District</u>	<u>Address</u>	<u>Contact Person/Title</u>	<u>Phone</u>
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

Vendor Certification

Direct/Indirect Interests

I declare and certify that no member of the Lakewood Township Public Schools, nor any officer or employee or person whose salary is payable in whole or in part by said Board of Education or their immediate family members are directly or indirectly interested in this bid or in the supplies, materials, equipment, work or services to which it relates, or in any portion of profits thereof. If a situation so exists where a Board member, employee, officer of the board has an interest in the bid, etc., then please attach a letter of explanation to this document, duly signed by the president of the firm or company.

I certify that I am not an official or employee of the Lakewood Township Public Schools.

Gifts; Gratuities; Compensation

I declare and certify that no person from my firm, business, corporation, association or partnership offered or paid any fee, commission or compensation, or offered any gift, gratuity or other thing of value to any school official, board member or employee of the Lakewood Township Public Schools.

Vendor Contributions

I declare and certify that I fully understand N.J.A.C. 6A:23A-6.3(a1-4) concerning vendor contributions to school board members. I further certify that I understand that it is a crime in the second degree in New Jersey to knowingly make a material representation that is false in connection with the negotiation, award or performance of a government contract.

President or Authorized Agent (Print)

SIGNATURE

**STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Quote Number:

Bidder/Offeree:

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

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

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name	Relationship to Bidder/Offeree
Description of Activities	
Duration of Engagement	Anticipated Cessation Date
Bidder/Offeree Contact Name	Contact Phone Number

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):

Signature:

Title:

Date:

To be completed and signed below.

Return With Bid

BID NO. 17-1617

PUBLIC SCHOOL SPECIAL NEEDS AND NON-MANDATED BUS SERVICE ROUTES

BID DUE: Wednesday, September 28, 2016 @ 10:00 A.M.

NON-COLLUSION AFFIDAVIT

Re: Bid Proposal for the Lakewood Township Public Schools.

STATE OF _____
COUNTY OF _____ :SS:

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

I am _____ of the firm of _____
Position in Company

and the bidder making the Proposal for the above names contract, and that I executed the said Proposal with full authority so to do; that I have not, directly or indirectly, entered into any agreement, participated in any collusion, discussed any or all parts of this proposal with any potential bidders, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named bid, and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Board of Education of Lakewood 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 bid.

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 of bona fide established commercial or selling agencies maintained by

(Print Name of Contractor/Vendor)

Subscribed and sworn to: _____
(SIGNATURE OF CONTRACTOR/VENDOR)

before me this _____ day of _____, _____
Month Year

NOTARY PUBLIC SIGNATURE

Print Name of Notary Public

My commission expires _____ - Seal -
Month Day Year

To be completed and signed below.

Return With Bid

BID NO. 17-1617

**PUBLIC SCHOOL SPECIAL NEEDS AND NON-
MANDATED BUS SERVICE ROUTES**

BID DUE: Wednesday, September 28, 2016 @ 10:00 A.M.

STOCKHOLDER/PARTNERSHIP DISCLOSURE AND STATEMENT OF OWNERSHIP

Re: Bid Proposal for the Lakewood Township Public Schools.

Please check one type of Ownership, complete the form, and execute where provided.

- | | |
|---|---|
| ☐ <u>Corporation--</u> | ☐ <u>Limited Partnership--</u> |
| ☐ <u>Partnership--</u> | ☐ <u>Limited Liability Corp.--</u> |
| ☐ <u>Sole Proprietorship--</u> | ☐ <u>Limited Liability Partnership--</u> |
| ☐ <u>Sub Chapter S Corp.--</u> | ☐ <u>Other-_____</u> |

No corporation "or partnership" shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any material or supplies, the cost of which is to be paid with or out of any public funds, by the State or any county, municipality or school district, or any subsidiary or agency of the State, or by an authority, board or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid of said corporation or said partnership, there is submitted a statement setting forth the names and all individual partners in the partnership who own a 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 stockholder holding 10% or more of that corporation "or partnership" the individual partners owning 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.

IT IS MANDATORY THAT THIS FORM BE COMPLETED AND SUBMITTED WITH BID. In the event that there are no persons who own ten percent or more of the stock or ownership of the bidder, then such fact should be certified below as part of this disclosure.

Name of Company _____

Address _____

City, State, Zip _____

List of Owners with Ten Percent (10%) or More Interest

<u>Owner's Name</u>	<u>Home Address</u>	<u>Title/Office Held</u>	<u>Percent (%) of Partnership Shares Owned</u>

NOTE: If you need more space than that provided above, please use an extra sheet for furnishing the above required information for any remaining persons or entities.

Signature _____ **Date** _____

(form continued from preceding page) ➡➡➡

To be completed and signed below.

Return With Bid

STOCKHOLDER/PARTNERSHIP DISCLOSURE AND STATEMENT OF OWNERSHIP (con't.)

If your firm is not a corporation and/or partnership, please explain below how your firm is organized and include a list of the various principals.

Our firm, _____, is organized

Names of Principals

Title

Use additional paper if needed. Check here ☐ if additional sheets are attached.

Name of Company _____

Address _____

City, State, Zip _____

Authorized Agent _____ **Title** _____

SIGNATURE OF AUTHORIZED AGENT

BID NO. 17-1617

**PUBLIC SCHOOL SPECIAL NEEDS AND NON-MANDATED
BUS SERVICE ROUTES**

BID DUE: Wednesday, September 28, 2016 @ 10:00 A.M.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Required Pursuant To N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit
no later than 10 days prior to the award of the contract.**

Part I – Vendor Information

Vendor Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature	Printed Name	Title
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Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

☐ Check here if the information is continued on subsequent page(s)

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

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

¹ N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

AN ACT authorizing units of local government to impose limits on political contributions by contractors and supplementing Title 40A of the New Jersey Statutes and Title 19 of the Revised Statutes.

BE IT ENACTED by the Senate and General Assembly of the State of New Jersey:

40A:11-51 1. a. A county, municipality, independent authority, board of education, or fire district is hereby authorized to establish by ordinance, resolution or regulation, as may be appropriate, measures limiting the awarding of public contracts therefrom to business entities that have made a contribution pursuant to P.L.1973, c.83 (C.19:44A-1 et seq.) and limiting the contributions that the holders of a contract can make during the term of a contract, notwithstanding the provisions and parameters of sections 1 through 12 of P.L.2004, c.19 (C. 19:44A-20.2 et al.) and section 22 of P.L.1973, c.83 (C.19:44A-22).

b. The provisions of P.L.2004, c.19 shall not be construed to supersede or preempt any ordinance, resolution or regulation of a unit of local government that limits political contributions by business entities performing or seeking to perform government contracts. Any ordinance, resolution or regulation in effect on the effective date of P.L.2004, c.19 shall remain in effect and those adopted after that effective date shall be valid and enforceable.

c. An ordinance, resolution or regulation adopted or promulgated as provided in this section shall be filed with the Secretary of State.

52:34-25 2. a. Not later than 10 days prior to entering into any contract having an anticipated value in excess of \$17,500, except for a contract that is required by law to be publicly advertised for bids, a State agency, county, municipality, independent authority, board of education, or fire district shall require any business entity bidding thereon or negotiating therefor, to submit along with its bid or price quote, a list of political contributions as set forth in this subsection that are reportable by the recipient pursuant to the provisions of P.L.1973, c.83 (C.19:44A-1 et seq.) and that were made by the business entity during the preceding 12 month period, along with the date and amount of each contribution and the name of the recipient of each contribution. A business entity contracting with a State agency shall disclose contributions to any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or any continuing political committee. A business entity contracting with a county, municipality, independent authority, other than an independent authority that is a State agency, board of education, or fire district shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, an elective office of that public entity, of that county in which that public entity is located, of another public entity within that county, or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county, or any continuing political committee.

The provisions of this section shall not apply to a contract when a public emergency requires the immediate delivery of goods or services.

b. When a business entity is a natural person, a contribution by that person's spouse or child, residing 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. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

c. As used in this section:

"business entity" means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate; and

"State agency" means any of the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission or other instrumentality within or created by such department, the Legislature of the State and any office, board, bureau or commission within or created by the Legislative Branch, and any independent State authority, commission, instrumentality or agency.

d. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

19:44A-20.13 3. a. Any business entity making a contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind to a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, or to a political party committee, legislative leadership committee, political committee or continuing political committee, which has received in any calendar year \$50,000 or more in the aggregate through agreements or contracts with a public entity, shall file an annual disclosure statement with the New Jersey Election Law Enforcement Commission, established pursuant to section 5 of P.L.1973, c.83 (C.19:44A-5), setting forth all such contributions made by the business entity during the 12 months prior to the reporting deadline.

b. The commission shall prescribe forms and procedures for the reporting required in subsection a. of this section which shall include, but not be limited to:

(1) the name and mailing address of the business entity making the contribution, and the amount contributed during the 12 months prior to the reporting deadline;

(2) the name of the candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, candidate committee, joint candidates committee, political party committee, legislative leadership committee, political committee or continuing political committee receiving the contribution; and

(3) the amount of money the business entity received from the public entity through contract or agreement, the dates, and information identifying each contract or agreement and describing the goods, services or equipment provided or property sold.

c. The commission shall maintain a list of such reports for public inspection both at its office and through its Internet site.

d. When a business entity is a natural person, a contribution by that person's spouse or child, residing 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. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity, or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

As used in this section:

"business entity" means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction; and

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate.

e. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

4. This act shall take effect immediately.

* Note: Bold italicized statutory references of new sections are anticipated and not final as of the time this document was prepared. Statutory compilations of N.J.S.A. 18A:18A-51 is anticipated to show a reference to N.J.S.A. 40A:11-51 and to N.J.S.A. 52:34-25.

<p align="center">List of Agencies with Elected Officials Required for Political Contribution Disclosure</p>

N.J.S.A. 19:44A-20.26

County Name: Ocean

State: Governor, and Legislative Leadership Committees

Legislative District #s: 9, 10, & 30

State Senator and two members of the General Assembly per district.

County:

Freeholders

County Clerk

Sheriff

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

Barnegat Light Borough
Barnegat Township
Bay Head Borough
Beach Haven Borough
Beachwood Borough
Berkeley Township
Brick Township
Dover Township
Eagleswood Township
Harvey Cedars Borough
Island Heights Borough
Jackson Township

Lacey Township
Lakehurst Borough
Lakewood Township
Lavallette Borough
Little Egg Harbor Township
Long Beach Township
Manchester Township
Mantoloking Borough
Ocean Gate Borough
Ocean Township
Pine Beach Borough
Plumsted Township

Point Pleasant Beach Borough
Point Pleasant Borough
Seaside Heights Borough
Seaside Park Borough
Ship Bottom Borough
South Toms River Borough
Stafford Township
Surf City Borough
Tuckerton Borough

Boards of Education (Members of the Board):

Barnegat Township
Bay Head Borough
Beach Haven Borough
Berkeley Township
Brick Township
Central Regional
Eagleswood Township
Island Heights Borough
Jackson Township
Lacey Township

Lakehurst Borough
Lakewood Township
Lavallette Borough
Little Egg Harbor Township
Long Beach Island
Manchester Township
Mantoloking
Ocean Gate Borough
Ocean Township
Pinelands Regional

Plumsted Township
Point Pleasant Beach Borough
Point Pleasant Borough
Seaside Heights Borough
Seaside Park Borough
Southern Regional
Stafford Township
Toms River Regional
Tuckerton Borough

Fire Districts (Board of Fire Commissioners):

Brick Township Fire District No. 1
Brick Township Fire District No. 2
Brick Township Fire District No. 3
Dover Township Fire District No. 1
Dover Township Fire District No. 2
Jackson Township Fire District No. 1
Jackson Township Fire District No. 2
Jackson Township Fire District No. 3
Jackson Township Fire District No. 4

Lakewood Township Fire District No. 1
Little Egg Harbor Township. Fire District No. 1
Little Egg Harbor Township Fire District No. 2
Little Egg Harbor Township Fire District No. 3
Plumsted Township Fire District No. 1

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

The contractor and the Lakewood Township Public Schools (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Appendix A

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, 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 equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with 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, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the 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 targeted 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, race, 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.

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 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

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

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.

(REVISED 4/10)

Appendix B

BID SPECIFICATIONS FOR THE LABELING OF LIQUID, POWDER AND GASEOUS SUPPLIES DELIVERED TO THE LAKEWOOD TOWNSHIP PUBLIC SCHOOLS

RIGHT TO KNOW

1. All products that you deliver to the Lakewood School System must be labeled in accordance with the New Jersey Right to Know Law (N.J.S.A. 34:5A-1 et seq.)
 - A. The label must list the 5 predominant ingredients and any hazardous chemicals in the product.
 - B. Next to each chemical name will be the CAS number of that chemical.
 - C. The label must be attached to each container (bottle, box, can, bucket, etc.)
2. Material Safety Data Sheets (MSDSs) must accompany the first shipment of the product.
3. The Board of Education reserves the right to reject any shipment not in compliance with the above specifications.

Appendix C
School calendars and bus routes

Bus Stop Locations For SWIM1 SPED SWIMMING TRIPS SPED BLOWLING & SWIMMING

Route: SWIM1 SPED SWIMMING TRIPS

Start Time: 09:30 am

Total Riders:

Bus:

End Time: 09:45 am

Max Load: 0

Driver:

Total Time: 15:22

Route Days: MTWHF

Anchor: LHS@855 SOMERSET AVE

Distance: 9.30 mi.

Schedule Day: Monday

Driver Sign-On Time:N/A

Driver Sign-Off Time:N/A

Notes:

REQUIREMENTS: 2 WHEELCHAIR LOCKS

9:30AM - PICK-UP FROM LAKEWOOD HS : DROP-OFF AT TOMS RIVER YMCA

11:00AM - PICK-UP LHS FROM YMCA : DROP-OFF AT LHS

			Distance	Pick Up	Drop Off
9:30 am	ORIGIN	LHS@855 SOMERSET AVE			
9:45 am	END	TOMS RIVER YMCA (END)			

Bus Stop Locations For SWIM2 SPED SWIMMING TRIPS SPED BLOWLING & SWIMMING

Route: SWIM2 SPED SWIMMING TRIPS	Start Time: 10:30 am	Total Riders:
Bus:	End Time: 10:40 am	Max Load: 0
Driver:	Total Time: 10:58	Route Days: MTWHF
Anchor: OAK STREET ELEMENTARY SCHOOL	Distance: 5.68 mi.	Schedule Day: Monday

Driver Sign-On Time:N/A

Driver Sign-Off Time:N/A

Notes:

REQUIREMENTS: 1 WHEELCHAIR LOCK

10:30AM - PICK-UP FROM OAK : DROP-OFF AT TOMS RIVER YMCA

12:00PM - PICK-UP FROM YMCA : DROP-OFF AT OAK

	Distance	Pick Up	Drop Off
10:30 am ORIGIN			
10:40 am END			
OAK STREET ELEMENTARY SCHOOL			
TOMS RIVER YMCA (END)			

SWIMMING

Swim 1 -
Swim 2 -

October 19, 2016	High School / Middle School
October 26, 2016	Elementary OAK ST SCHOOL
November 2, 2016	High School / Middle School
November 9, 2016	Elementary
November 16, 2016	High School / Middle School
November 30, 2016	Elementary
December 7, 2016	High School / Middle School
December 14, 2016	Elementary
December 21, 2016	High School / Middle School
January 4, 2017	Elementary
January 11,, 2017	High School / Middle School
January 18, 2017	Elementary
January 25, 2017	High School / Middle School
February 1, 2017	Elementary
February 8, 2017	High School / Middle School
February 15, 2017	Elementary
February 22, 2017	High School / Middle School
March 1, 2017	Elementary
March 8, 2017	High School / Middle School
March 15, 2017	Elementary
March 22, 2017	High School / Middle School
March 29, 2017	Elementary
April 5, 2017	High School / Middle School
April 19, 2017	Elementary
April 26, 2017	High School / Middle School
May 3, 2017	Elementary
May 10, 2017	High School / Middle School
May 17, 2017	Elementary
May 24, 2017	High School / Middle School

Bus Stop Locations For BOWL1 SPED BOWLING TRIPS SPED BLOWLING & SWIMMING

Route: BOWL1 SPED BOWLING TRIPS	Start Time: 09:30 am	Total Riders:
Bus:	End Time: 09:30 am	Max Load: 0
Driver:	Total Time: 0:00	Route Days: MTWHF
Anchor: LHS@855 SOMERSET AVE	Distance: 2.95 mi.	Schedule Day: Monday

Driver Sign-On Time: N/A

Driver Sign-Off Time: N/A

Notes:

REQUIREMENTS: 2 WHEELCHAIR LOCKS

9:30AM - PICK-UP FROM LHS : DROP-OFF AT OCEAN LANES

10:30AM - PICK-UP FROM LMS : DROP OFF AT OCEAN LANES

11:00AM - PICK-UP LHS AT OCEAN LANES : DROP-OFF AT LHS

12:00AM - PICK-UP LMS AT OCEAN LANES : DROP-OFF AT LMS

	Distance	Pick Up	Drop Off
9:30 am ORIGIN	LHS@855 SOMERSET AVE		

Bus Stop Locations For BOWL2 SPED BOWLING TRIPS SPED BLOWLING & SWIMMING

Route: BOWL2 SPED BOWLING TRIPS	Start Time: 10:15 am	Total Riders:
Bus:	End Time: 10:15 am	Max Load: 0
Driver:	Total Time: 0:00	Route Days: MTWHF
Anchor: OAK STREET ELEMENTARY SCHOOL	Distance: 4.63 mi.	Schedule Day: Monday

Driver Sign-On Time: N/A

Driver Sign-Off Time: N/A

Notes:

REQUIREMENTS: 1 WHEELCHAIR LOCK

10:15AM - PICK-UP FROM OAK : DROP-OFF AT OCEAN LANES

12:00AM - PICK-UP AT OCEAN LANES : DROP-OFF AT OAK

	Distance	Pick Up	Drop Off
10:15 am ORIGIN			
OAK STREET ELEMENTARY SCHOOL			

BOWLING

Bowl 1 -
Bowl 2 -

October 21, 2016	Elementary
October 28, 2016	High School / Middle School
November 4, 2016	Elementary - OAK ST. School
November 18, 2016	High School / Middle School
December 2, 2016	Elementary
December 9, 2016	High School / Middle School
December 16, 2016	Elementary
January 6, 2017	High School / Middle School
January 13,, 2017	Elementary
January 20, 2017	High School / Middle School
January 27, 2017	Elementary
February 3, 2017	High School / Middle School
February 10, 2017	Elementary
February 24, 2017	Elementary
March 3, 2017	High School / Middle School
March 10, 2017	Elementary
March 17, 2017	High School / Middle School
March 24, 2017	Elementary
March 31, 2017	High School / Middle School
April 7, 2017	Elementary
April 21, 2017	High School / Middle School
April 28, 2017	Elementary
May 5, 2017	High School / Middle School
May 12, 2017	Elementary
May 19, 2017	High School / Middle School
May 26, 2017	Elementary

Bus Stop Locations For SC4 EGC SPED 8:15AM - 2:45PM SPED-CLARKE K-6

Route: SC4 EGC SPED 8:15AM - 2:45PM	Start Time: 07:55 am	Total Riders: 4
Bus:	End Time: 08:15 am	Max Load: 4
Driver:	Total Time: 19:05	Route Days: MTWHF
Anchor: ELLA G CLARKE ELEMENTARY SCHOOL	Distance: 7.12 mi.	Schedule Day: Monday

Driver Sign-On Time: N/A

Driver Sign-Off Time: N/A

Notes:

IN TIME: 8:15 AM

OUT TIME: 2:45 PM

PM ROUTE IS THE AM ROUTE IN REVERSE

AIDE REQUIRED

ALL SPED RUNS MUST HAVE WEEKLY ATTENDANCE SUBMITTED FOR ALL STUDENTS

ALL SPED RUNS MUST HAVE WEEKLY ATTENDANCE SUBMITTED FOR ALL STUDENTS

		Distance	Pick Up	Drop Off
7:55 am	START	17 ERICA RD	1	
7:57 am	STOP	6 TAMARA CT [S]	1	
8:01 am	STOP	517 DAVINA CT [S]	1	
8:04 am	END	1186 MANOR DR [E]	1	
8:15 am	DEST	ELLA G CLARKE ELEMENTARY SCHOOL		4

Bus Stop Locations For SO8 IN: 8:15 AM OUT: 2:45 PM SPED-OAK 1-5 AM

Route: SO8 IN: 8:15 AM OUT: 2:45 PM	Start Time: 07:46 am	Total Riders: 4
Bus:	End Time: 08:15 am	Max Load: 4
Driver:	Total Time: 28:11	Route Days: MTWHF
Anchor: OAK STREET ELEMENTARY SCHOOL	Distance: 7.82 mi.	Schedule Day: Monday

Driver Sign-On Time:N/A

Driver Sign-Off Time:N/A

Notes:

MONDAY THROUGH FRIDAY

PM ROUTE IS THE AM ROUTE IN REVERSE

24 PASSENGER MINI-BUS REQUIRED

BUS AIDE REQUIRED

DISMISSAL IS 2:45 PM

ALL SPED RUNS MUST HAVE WEEKLY ATTENDANCE SUBMITTED FOR ALL STUDENTS

		Distance	Pick Up	Drop Off
7:46 am	START	801 W COUNTY LINE RD		
7:54 am	STOP	134 GOVERNORS RD [E]	1	
8:00 am	STOP	1715 LEXINGTON AVE [W]	1	
8:03 am	END	E KENNEDY BLVD @ CROSSRDS MAILBOXES [N]	2	
8:15 am	DEST	OAK STREET ELEMENTARY SCHOOL		4

Bus Stop Locations For SO9 IN: 8:15 AM OUT: 2:45 PM SPED-OAK 1-5 AM

Route: SO9 IN: 8:15 AM OUT: 2:45 PM	Start Time: 07:48 am	Total Riders: 5
Bus:	End Time: 08:15 am	Max Load: 5
Driver:	Total Time: 26:05	Route Days: MTWHF
Anchor: OAK STREET ELEMENTARY SCHOOL	Distance: 5.56 mi.	Schedule Day: Monday

Driver Sign-On Time: N/A

Driver Sign-Off Time: N/A

Notes:

MONDAY THROUGH FRIDAY

PM ROUTE IS THE AM ROUTE IN REVERSE

24 PASSENGER MINI-BUS REQUIRED

BUS AIDE REQUIRED

DISMISSAL IS 2:45 PM

ALL SPED RUNS MUST HAVE WEEKLY ATTENDANCE SUBMITTED FOR ALL STUDENTS

		Distance	Pick Up	Drop Off
7:48 am	START	✓ 975 EAST END AVE	1	
7:53 am	STOP	✓ 302 E 5TH ST [S]	1	
7:57 am	STOP	✓ 635 STIRLING AVE [S]	1	
8:01 am	STOP	✓ 29 HOLLY ST [E]	1	
8:05 am	STOP	✓ 319 DEWEY AVENUE [W]	1	
8:15 am	DEST	OAK STREET ELEMENTARY SCHOOL		5

Bus Stop Locations For SO10 IN: 8:15 AM OUT: 2:45 PM SPED-OAK 1-5 AM

Route: SO10 IN: 8:15 AM OUT: 2:45 PM	Start Time: 07:37 am	Total Riders: 9
Bus:	End Time: 08:15 am	Max Load: 9
Driver:	Total Time: 37:06	Route Days: MTWHF
Anchor: OAK STREET ELEMENTARY SCHOOL	Distance: 7.69 mi.	Schedule Day: Monday

Driver Sign-On Time:N/A

Driver Sign-Off Time:N/A

Notes:

MONDAY THROUGH FRIDAY

PM ROUTE IS THE AM ROUTE IN REVERSE

24 PASSENGER MINI-BUS REQUIRED

BUS AIDE REQUIRED

DISMISSAL IS 2:45 PM

ALL SPED RUNS MUST HAVE WEEKLY ATTENDANCE SUBMITTED FOR ALL STUDENTS

		Distance	Pick Up	Drop Off
7:37 am	START	1544 LAGUNA LANE	1	
7:44 am	STOP	1416 BROOKFIELD DR [S]	1	
7:47 am	STOP	1518 AUGUST DR [N]	1	
7:52 am	STOP	1322 PARIS CT [W]	2	
7:56 am	STOP	92 WOODLAKE MANOR DR [S]	1	
7:59 am	STOP	310 WOODLAKE MANOR DR [W]	1	
8:02 am	STOP	322 WOODLAKE MANOR DR [W]	1	
8:04 am	STOP	420 WOODLAKE MANOR DR [NW]	1	
8:15 am	DEST	OAK STREET ELEMENTARY SCHOOL		9

STATE OF NEW JERSEY

Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For instructions on completing the form, go to: <http://www.state.nj.us/division-of-purchase-and-property/eep/aa302.pdf>

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS ☐ 1. MFG ☐ 2. SERVICE ☐ 3. WHOLESALE ☐ 4. RETAIL ☐ 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY
4. COMPANY NAME		
5. STREET	CITY	COUNTY STATE ZIP CODE
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		CITY STATE ZIP CODE
7. CHECK ONE, IS THE COMPANY: ☐ SINGLE-ESTABLISHMENT EMPLOYER ☐ MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT		
10. PUBLIC AGENCY AWARDED CONTRACT		
CITY		COUNTY STATE ZIP CODE

Official Use Only	DATE RECEIVED	NAUG DATE	ASSIGNED CERTIFICATION NUMBER
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SECTION B - EMPLOYMENT

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate number on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in the majority/non-minority categories in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES			RACE/ETHNICITY EMPLOYEE BREAKDOWN						
	COL. 1 TOTAL (Cols 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	ASIAN	NON MIN	BLACK	HISPANIC	AMER INDIAN	ASIAN	NON MIN
Officials/Managers										
Professionals										
Technicians										
Sales Workers										
Office & Clerical										
Craftworkers (Skilled)										
Operatives (Semi-skilled)										
Laborers (Unskilled)										
Service Workers										
TOTAL										
Total employment From previous Report (If any)										
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.									

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED ☐ 1. Visual Survey ☐ 2. Employment Record ☐ 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1 YES ☐ 2 NO ☐	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR
13. DATES OF PAYROLL PERIOD USED From: To:		

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO. DAY YEAR
17. ADDRESS NO. & STREET	CITY	COUNTY	STATE ZIP CODE PHONE (AREA CODE, NO., EXTENSION)

INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

IMPORTANT: READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM **AND TO SUBMIT THE REQUIRED \$150.00 NON-REFUNDABLE FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE.** IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM UNLESS YOU ARE RENEWING A CERTIFICATE THAT IS BID DUE FOR EXPIRATION. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.

ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

ITEM 2 - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

ITEM 3 - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

ITEM 4 - Enter the name by which the company is identified. If there is more than one company name, enter the predominate one.

ITEM 5 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 6 - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

ITEM 7 - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

ITEM 8 - If "Multi-establishment" was entered in Item 8, enter the number of establishments within the State of New Jersey.

ITEM 9 - Enter the total number of employees at the establishment being awarded the contract.

ITEM 10 - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code. This is not applicable if you are renewing a current Certificate.

TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN A COPY FOR THE VENDOR'S OWN FILES. THE VENDOR SHOULD ALSO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDED THE CONTRACT IF THIS IS YOUR FIRST REPORT; AND FORWARD ONE COPY WITH A CHECK IN THE AMOUNT OF \$150.00 PAYABLE TO THE TREASURER, STATE OF NEW JERSEY (FEE IS NON-REFUNDABLE) TO:

NJ Department of the Treasury
Division of Public Contracts Equal Employment Opportunity Compliance
P.O. Box 206
Trenton, New Jersey 08625-0206 Telephone No. (609) 292-5473

ITEM 11 - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. DO NOT attach an EEO-1 Report.

Racial/Ethnic Groups will be defined:

Black: Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.

Hispanic: Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

Asian or Pacific Islander: Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Philippines Islands and Samoa.

Non-Minority: Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

ITEM 12 - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

ITEM 13 - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

ITEM 14 - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

ITEM 15 - If the answer to Item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.

ITEM 16 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 17 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

TO All Bidders:

REMINDER!

Did you sign all of the bid documents?

All bid documents returned to the Board shall be signed with original signatures in **BLUE ink**.

The Board will not accept facsimile or rubber stamp signatures.

Failure to sign all bid documents may be cause for disqualification and rejection of the bid.

Regina Robinson
Interim School Business Administrator