

LAKEWOOD BOARD OF EDUCATION
200 Ramsey Avenue
Lakewood, New Jersey 08701

Bid Specifications
&
General Requirements
For

**PUPIL TRANSPORTATION SCHOOL VEHICLE
MAINTENANCE & REPAIR BID
2016-2017**

Bid No: 13-1617

Thursday, August 18, 2016

Bid Opening Date

1:00 P.M.

Bid Opening Time

Regina Robinson
Interim Business Administrator
Board Secretary
Purchasing Agent

LAKEWOOD TOWNSHIP BOARD OF EDUCATION REQUEST FOR BIDS

Bid Advertisement

The Board of Education, Township of Lakewood, New Jersey, hereby advertises for competitive bids in accordance with N.J.S.A. 18A:18A-1 *et seq.*¹ for the School Year **2016-2017**.

PUPIL TRANSPORTATION SCHOOL VEHICLE MAINTENANCE & REPAIR BID - Bid No. 13-1617

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

Regina Robinson
School Business Administrator,
Board Secretary
Lakewood Township Board of Education
200 Ramsey Ave., Lakewood, New Jersey 08701
Fax 732-905-3687 - E-mail: dpiasentini@piners.org

Bids must be sealed, the envelope to bear the following information:

Title: **PUPIL TRANSPORTATION SCHOOL VEHICLE MAINTENANCE & REPAIR BID**

Name and Address of the Bidder

and delivered to the Business Office of the Lakewood Township Board of Education on or before

Date: **Thursday, August 18, 2016**

Time: **1:00 P.M.**

The bid opening process will begin on the above date and time. Bids received after the time designated in the advertisement shall be returned unopened.

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 Board of Education, for ten percent (10%) of the amount of the total bid, however, not to exceed \$20,000.

Corporate bidders are required by law 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 must be filed with the bid. Bidders will also be required to complete and return other documents identified within the bid materials. 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.

All bidders shall submit with their bid package a copy of the New Jersey Business Registration Certificate as issued by the Department of Treasury of the State of New Jersey. (N.J.S.A. 52:32-44)

The Board of Education reserves the right to reject any or all bids pursuant to N.J.S.A. 18A:18A-1 *et seq.*, and to waive any informalities. The Board further reserves the right to take such alternates as they deem appropriate, and in any order that the Board feels may be in the best interest of the Lakewood Township Board of Education.

Regina Robinson
Interim Business Administrator,
Board Secretary, Purchasing Agent

ETHICS IN PURCHASING

Statement to Vendors

School District Responsibility

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

School 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.

School 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 Board of Education.

Vendor Responsibility

Any vendor doing business or proposing to do business with the Lakewood Township 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 Township School District or to any member of the official's or employee's immediate family.

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

Vendor Certification

Vendors will be asked to certify that no official or employee of the Lakewood Township School District 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 Board of Education.

Regina Robinson
Interim School Business Administrator,
Board Secretary, Purchasing Agent

Lakewood Township Board of Education

200 Ramsey Ave., Lakewood, New Jersey 08701

BID CHECKLIST

A. Documents to be Returned with Bid

- | | | |
|--|----------|---------|
| 1. Bid Proposal Form | Yes_____ | No_____ |
| 2. Affirmative Action Questionnaire or Affirmative
Action Evidence stapled to Questionnaire | Yes_____ | No_____ |
| 3. Non-Collusion Affidavit | Yes_____ | No_____ |
| 4. Stockholders' /Partnership Disclosure Affidavit | Yes_____ | No_____ |
| 5. Contractor/Vendor Questionnaire / Certification | Yes_____ | No_____ |
| 6. Consent of Surety (<i>If Necessary</i>) | Yes_____ | No_____ |
| 7. Bidders Comment | Yes_____ | No_____ |
| 8. New Jersey Business Registration Certificate(prior to award of contract) | Yes_____ | No_____ |
| 9. Acknowledgement of Addenda (<i>If Necessary</i>) | Yes_____ | No_____ |
| 10. Political Contributions | Yes_____ | No_____ |
| 11. Americans with Disabilities Act | Yes_____ | No_____ |
| 12. Disclosure of Investment Activities in Iran | Yes_____ | No_____ |

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?		

Thank you.

Regina Robinson, Interim School Business Administrator,
Board Secretary

Lakewood Township Board of Education

Business Office
200 Ramsey Ave.
Lakewood, New Jersey 08701

GENERAL SPECIFICATIONS

PUPIL TRANSPORTATION SCHOOL VEHICLE MAINTENANCE & REPAIR BID Bid No: 13-1617

INSTRUCTIONS TO BIDDERS

1. BIDS ARE TO BE RETURNED TO:

Regina Robinson
Interim School Business Administrator,
Board Secretary
Lakewood Township Board of Education
200 Ramsey Ave., Lakewood, New Jersey 08701
Fax 732-905-3687 - E-mail: dpiasentini@piners.org

BY: 1:00 P.M. PREVAILING TIME

ON: Thursday, August 18, 2016

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

Envelope Label Information:

District:	<u>Lakewood Township Board of Education</u>
Mark:	<u>SEALED BID</u>
Bid Number:	<u>13-1617</u>
Project:	<u>PUPIL TRANSPORTATION SCHOOL VEHICLE MAINTENANCE & REPAIR BID</u>
Bid Date:	<u>Thursday, August 18, 2016</u>
Bid Time:	<u>1:00 P.M.</u>
Bidder:	<u>Name of Company</u>
	<u>Address</u>
	<u>City, State Zip</u>

3. BID OPENING

All bids will be publicly opened in the Conference Room of the Administrative Offices located at 200 Ramsey Ave., Lakewood, New Jersey 08701 at which time they will be opened and publicly read aloud beginning at **1:00 P.M. on Thursday, August 18, 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 Business Office before the bid date and time. Bids will not be accepted or received by the Board of Education after the advertised bid date and time. (N.J.S.A 18A:18A-21(b)) The Board of Education assumes no responsibility for bids mailed or misdirected in delivery.

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:

- a. Appropriate evidence that the contractor is operating under an existing federally

- approved or sanctioned affirmative action program; or
- b. A certificate of employee information report approval issued in accordance with N.J.A.C. 17:27-4; or
- c. 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.

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. in accordance with 42 U.S.C. S121 01 et seq, and to hold the Board harmless.

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 ten per cent (10%) of the amount of the annual contract, but not in excess of \$20,000. This guarantee shall be made payable to the Lakewood Township 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 Township 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.

Lakewood Township Board of Education will only accept bid bonds from companies that are licensed and qualified to do business in the State of New Jersey. Such a list may be available upon request to the State of New Jersey, Department of Insurance, P.O. Box CN 325, Trenton, New Jersey 08625.

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 bond 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.

Successful bidder shall execute 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 successful bidder within ten (10) days after the receipt by the successful bidder of notice accepting his bid by the Board.

The Lakewood Township 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.

D. The Surety and Performance Bond shall contain the following clause:

In the event the enforcement of this Bond is referred to Counsel, then all reasonable attorney's fees in the enforcement of this Bond incurred by Obligee shall be paid by the Obligor and/or Guarantor including costs and expenses incurred in any litigation.

7. BID PRICE GUARANTEE – Ninety (90) Days

When the Board of Education requests bid prices for supplies, materials and equipment, the winning bidder(s) shall agree to guarantee the bid price(s) for a period of ninety (90) days from the award of contract. Winning bidders may extend the bid price guarantee by written permission to the Lakewood Township Board of Education.

8. BID PRICES

The vendor shall furnish the Board, in accordance with the bid request, the unit price and the total cost of each item as requested. All bids shall have a grand total of all items quoted. 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 or ink or preferably machine printed 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 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 Form. ***Failure to sign the Bid Proposal Form may 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.

By submitting a bid, the bidder covenants that he has carefully examined the contract 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 contract documents.

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 one is scheduled, or in writing to the Architect or Purchasing Agent through the process outlined in Section 15 "CHALLENGES TO BID SPECIFICATIONS". Such inquiries will have response issued by addendum only, and the resulting decision circulated to all bidders of record.

11. BRAND NAME OR EQUIVALENT

Whenever the Board of Education requests a brand name for a particular item, it will consider a "brand name or equivalent". If the bidder desires to bid an equivalent item the bidder shall do the following:

- a. Variations between the goods and services described and the goods and services offered are to be fully identified and described by the bidder. Vendor literature will not suffice in explaining

exceptions and/or describing substitutions to the specifications. In absence of any exception by the bidder and/or to have the substitution accepted by the Board, will require the bidder to provide the goods and services described in the bid specifications and/or to perform in accordance with bid specifications.

- b. Provide a sample of the substitute item if requested. The sample item must be provided before or at the time of the bid opening. With the sample item shall be a paper, brochure or illustrative literature outlining the brand/manufacturer name, model number and full description of item.
- c. If a sample is not required the Board requests a brochure, pamphlet, or illustrative literature that outlines the specifications of the item including manufacturer's name, model number, etc.
- d. In submitting its bid, the bidder certifies that the goods and services to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the Board harmless from any damages resulting from such infringement.

Failure to provide a sample item or fully respond to this section when requested may be cause for disqualification of that item from the bid.

Please note: Bidders are to only bid brand name or equivalent. The Board will not accept multiple bids on individual items.

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

Pursuant to N.J.S.A. 52:32-44 as amended by P.L. 2004 – Chapter 57, 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 contract award 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 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 purchasing agent 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.

Contractor is to comply with the New Jersey State Uniform Construction Code and the City of Lakewood Township Construction Code. Contractor is to obtain local municipal building permit and pay for same. Contractor is to abide by local inspection requirement.

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-1 *et seq.* 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. Further, the Board may at its option accept any quantity of each item at the price bid depending on need. The Board of Education shall have the right to change quantities and/or delete items bid upon if necessary. Pursuant to N.J.S.A. 18A:18A-36 the Lakewood Township Board of Education shall award the contract or reject all bids within sixty (60) days, noting the exception highlighted in the law. **For purposes of determining the lowest bid for award, the Board will calculate the cumulative total of three (3) hours at the bidder's hourly rate plus the cost of a \$100 item marked up as stated in the bid.**

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 Board of Education, the successful bidder shall sign and execute a formal contract agreement between the Board of Education and the bidder, ***when required***.

If a formal contract is not required by the Board of Education, an approved and signed Lakewood Township Board of Education Purchase Order will constitute as a contractual agreement.

When a formal contract is required the successful bidder 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 Township Board of Education as an additional insured (***if required***)
3. Affirmative Action Evidence Affirmative Action certificate or complete form AA 302 and return the pink copy.
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
Board Secretary
Lakewood Township Board of Education
200 Ramsey Ave.
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 Township Board of Education. The Board of Education reserves the right to accept the bid of the next lowest responsible bidder.

D. Renewal of Contract; Availability and Appropriation of Funds

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 and/or the Assistant Business Administrator, Purchasing Agent 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. Price increases for contract renewals for 2017-2018 and beyond shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the index rate for the 12 months preceding the most recent quarterly calculation available at the time the contract is renewed.

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

E. Quantity Extension Option

The Board of Education shall have the right to purchase additional quantities of the various items bid upon if necessary, at bid prices during the school year.

Compliance with Extension Option Section ☐ **REQUIRED** ☒ **NOT REQUIRED**

F. Term of Contract

The successful bidder, 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 General Specifications.

G. Purchase Order Required; Notice to Proceed

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

16. **DELIVERY**

FOB Destination, Freight Prepaid - The successful bidder, to whom the contract is awarded, retains title and control of goods and selects the carrier and is responsible for the risk of transportation; title passes to the Lakewood Township Board of Education upon delivery and ownership by the Board; the successful bidder pays and bears the costs of all freight and delivery charges listed below. The Board of Education recognizes two (2) types of delivery:

A. **Inside Delivery** ☐ REQUIRED ☒ NOT REQUIRED

Items are to be delivered to a Board of Education location and taken off the truck by transportation carrier personnel and brought to a designated area inside the school or office building.

B. **Spotted Delivery** ☐ REQUIRED ☒ NOT REQUIRED

Items are to be delivered to a Board of Education location and taken off the truck by transportation carrier personnel and brought to a designated area inside the school or office building. Transportation carrier personnel are responsible to then uncrate, setup, assemble items to determine good working order and remove all debris to the satisfaction of the Lakewood Township Board of Education.

Vendors are cautioned to provide adequate personnel to deliver goods as none will be provided by the Board of Education.

If a specialized person is needed to setup, assemble or erect item, such assembly shall be completed within five (5) school days of the actual delivery date.

Failure to assemble, setup, or erect items within the stated time may result in a \$100.00 per day assessment against the bidder for each day items are not assembled, setup or erected.

The Lakewood Township Board of Education will not be responsible for any extra delivery costs. All bid prices for materials, goods and supplies are to include all shipping, freight, delivery and handling costs.

Specific delivery instructions are provided in the General Specifications.

Please note! All packages, boxes, cartons etc., when delivered, must be plainly marked on the outside as to contents, and the Board of Education's purchase order number must be clearly printed on the packages, boxes, cartons, etc.

- **Delivery Guarantee**

The successful vendor(s) agree to deliver the item(s) so listed in the bid specifications within the prescribed number of days also outlined in the bid specifications.

Failure to deliver the designated items within the prescribed period of time shall cause the Board of Education to deduct penalties as per the schedule listed in the general specifications.

- **Delivery Times**

The successful vendor(s) shall deliver items to the schools Monday through Friday

9:00 a.m. through 1:00 P.M.

Vendors are to secure permission from the Director of Safety & Security at 732-364-2400 x.7460 to deliver items during times other than previously mentioned.

17. INSPECTION

All supplies or services are subject to examination by agents designated by the Board of Education. If delivery is made during July or August, the Board reserves the right to report discrepancies or damages after school is open, when items can be properly checked. Absence of responsible staff during these months makes accurate checking impossible.

The Board of Education shall reserve the right to reject any and all products, which do not meet the specifications. The supplier shall pick up any rejected product immediately and promptly replace with a product, which shall meet all specifications.

18. 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 that the Board is to provide that are either missing or illegible, it is the responsibility of the bidder to contact Diane Piasentini, Assistant Purchasing Agent, at (732) 364-2400 x.7019 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.

All documents returned to the Board shall be signed with an original signature in ink (blue). 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:

- Bid Proposal Form
- Affirmative Action Questionnaire or Affirmative
- Action Evidence stapled to Questionnaire
- Non-Collusion Affidavit
- Stockholders' /Partnership Disclosure Affidavit
- Contractor/Vendor Questionnaire / Certification
- Consent of Surety (*If Necessary*)
- Bidders Comment
- New Jersey Business Registration Certificate (*prior to award of contract*)
- Acknowledgement of Addenda (*If Necessary*)
- Political Contributions
- Americans with Disabilities Act
- Disclosure of Investment Activities in Iran

Please check your bid package for these forms!

19. 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.

20. 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 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.

21. INDEMNIFICATION

The bidder 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. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this agreement.

22. INSURANCE

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/Completed Operations
\$1,000,000. Personal Injury
\$1,000,000. Bodily Injury & Property Damage
Combined Single Limit Each Occurrence
\$100,000. Fire Damage
\$5,000. Medical Expense

Coverage is to include: Blanket Broad Form Contractual Liability: no abuse or molestation exclusions; an "Aggregate Limit per Project" Endorsement

Important!

- a. The contractor must present to the Board of Education an insurance certificate in the above types and amounts as well as the supporting Policy Endorsement conferring additional insured status as required under "c" below before any work or service begins.
- b. Automobile liability insurance shall be included to cover any vehicle used by the insured. Automobile Limits shall be:
\$1,000,000 Bodily Injury & Property Damage Combined Single Limit Each Accident with the coverage been provided on a "symbol"1 basis.
- c. The contractor must include the following clause on the insurance certificate.
"Lakewood Township Board of Education is named as an additional insured" with the wording that the insurance provided will be "primary and non-contributory"

The Contractor shall at all times hold and save harmless the Board of Education and the agents, representatives, and employees of the Board of Education against any and all suits, claims, costs, charges, and expense by reason of any damages or claims for damages arising from the negligence of the contractor, his agents, representatives and employees. 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. 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
Contract Liability	Same as General Liability
Automobile Liability	\$1,000,000 Per Occurrence

24. 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 Purchasing Agent 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.

25. LIABILITY – COPYRIGHT

The contractor (vendor) shall hold and save the Lakewood Township Board of Education, 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. LIQUIDATED DAMAGES

Liquidated damages shall be assessed against the contractor in the amount as listed in the General 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 must be submitted with the bid.

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;
- Packing Slips; and/or
- Invoices.

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 may, 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 must be submitted to the Business Office.
- Invoices must be submitted within thirty (30) days of service.

29. 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.

30. PRODUCT GUARANTEE; NO SUBSTITUTIONS

The successful bidder shall guarantee that all goods and materials supplied shall be new, unused and meet the specifications as noted in this bid. The Board of Education will not accept substituted items that deviate from the items listed on the purchase order.

31. QUALIFICATION OF BIDDERS - Contractor Questionnaire Certification Form

The Lakewood Township Board of Education 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 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. SAMPLES – NOT APPLICABLE

From time to time the Purchasing Agent may require the submission of samples either before or at the time of the bid, at no charge to the district, in order to ascertain whether or not a product will be suitable for the purpose for which it is intended. If it is specifically stated elsewhere in the bid documents that

samples are required, full size samples must be submitted not later than the official *BID OPENING*. Failure to submit said samples may be regarded as a basis for rejecting the bid. Samples may be impounded until satisfactory completion of the contract. Otherwise, all samples must be picked up by the bidder within thirty (30) days of the award of contracts or said samples will be presumed abandoned and the Purchasing Agent will dispose of them as he sees fit.

34. 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.

35. 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 consign any contract for goods or materials for the Board without first receiving written permission from the Purchasing Agent.

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:

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

In cases of subcontracting, the Lakewood Township Board of Education 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 Board of Education shall not be responsible for payments to subcontractors and shall be held harmless against any or all claims generated against prime contractors for non payment to subcontractors.

Transportation carriers hired by the vendor to deliver goods and materials are not considered to be subcontractors.

36. 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. 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 Board of Education. Contractors may not use the Board's tax exempt status to purchase supplies, materials, service or equipment.

37. 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.

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.

38. WITHDRAWAL OF BIDS

Before The Bid Opening

The Board of Education may consider a written request to withdraw a bid if the written request is received by the School Business Administrator and/or the Assistant Business Administrator, Purchasing Agent before the advertised time for opening of bids. **Any withdrawn bid cannot be re- submitted.**

After The Bid Opening

A bidder who discovers a mistake or omission after bids have been opened may request to withdraw the bid provided the bidder gives immediate written notice to the Purchasing Agent of the mistake and/or omission and certification supported by clear evidence that he or she exercised reasonable care in the examination of the specifications and preparation of the bid.

Any bidder who is granted permission by the Board of Education to withdraw the bid under this clause is subject to forfeit any bid guarantee.

Lakewood Township Board of Education
Business Office
200 Ramsey Ave.
Lakewood, New Jersey 08701

TECHNICAL SPECIFICATIONS

Regina Robinson
Interim School Business Administrator
Board Secretary, Purchasing Agent

TECHNICAL SPECIFICATIONS

1. QUALIFICATIONS

Bids will only be accepted from vendors who are currently in business. Vendor must have prior experience on the maintenance and repairs of school buses, both Type I and Type II. Proof of experience must be provided to the Board of Education. The vendor shall have at least 5 years of experience in bus and truck repairs, both diesel and gasoline engines, and shall submit a list of companies for which he has performed such repairs. Additionally, the contractor shall also have knowledge of the New Jersey Department of Education school bus regulations and specifications and shall be available to perform semi-annual inspections at their place of business.

2. PARTS STOCK

An adequate stock of basic parts, i.e., fan belts, oil filters, air filters, windshield wipers, water hoses, mufflers, batteries, fuel pumps, spark plugs, headlights, etc. Parts shall be available at the contractor's repair shop to sufficiently maintain the Board of Education's fleet of vehicles described in Schedule -A found elsewhere in the specifications. Parts used on the vehicles shall be factory warranted.

3. ACCESS TO PARTS

The vendor is required to have sufficient and immediate access to the suppliers and manufacturers of major parts to eliminate any excessive down time on any particular vehicle. Such parts would include: engines (new or rebuilt), transmissions, clutches, brake lining and drums, air brake components, radiators, differentials, etc. Parts used on vehicles shall be factory warranted.

4. VEHICLE DOWN TIME

The contractor must be able to have workers available to perform repairs quickly and efficiently. The District does not have enough spare buses to accommodate "down time" with its vehicles. **Repairs must be completed within 72 hours unless parts are unavailable or prevented by extenuating circumstances.**

5. EMERGENCY ROADSIDE ASSISTANCE

Mechanic must be available to respond to roadside vehicle breakdown. Repair should be assessed and completed on site if possible. If not possible, the District's towing service should be called.

6. APPROVAL OF REPAIRS

Repairs **MUST** have verbal approval of the following agents of the Lakewood Township Board of Education:

- A. Business Administrator / Board Secretary OR
- B. Transportation Coordinator

No payment will be made for unauthorized repairs.

7. HOUSING CAPACITY

The successful bidder's maintenance shop shall be of sufficient size as to be able to house one bus or truck inside the shop area where repairs can be performed to enable the vendor to complete repairs in a timely manner.

8. MAINTENANCE STAFF

The Board of Education's fleet consists of 51 vehicles (28each 54-passenger buses, 3 each 19-passenger vehicles with wheelchair lift, 12each 24-passenger vehicles {two with wheelchair lifts} and 8 Minivans).

The successful bidder shall assign sufficient personnel to maintain the vehicles in running condition under normal operations. The vendor shall provide the Board of Education with the number of employees on his maintenance staff. A CDL license is required for each mechanic assigned to move buses. Proof of CDL license is required at the time of the bid.

9. EQUIPMENT

The vendor shall have sufficient equipment to adequately perform the necessary maintenance of the Board of Education's fleet of vehicles. Electronic tune-up equipment and computer hookup components are required.

10. PREVENTIVE MAINTENANCE SCHEDULE

General servicing is to be completed every 5,000 miles on gas vehicles in the fleet and every 5,000 miles for diesel vehicles. General servicing will include the following:

1. Check for leaks in and outside the unit
2. Change oil & filter(s)
3. Grease all fittings
4. Check all glass & mirrors for cracks & chips.
5. Check all lights (turn signals, stop, clearance, and reflectors)
6. Check all fluids and return to proper levels
7. Check brakes (service & emergency), air hoses and couplings, and check brake pads and shoes every quarter (3 months).
8. Check steering for play (not to exceed 2" play); check driver manual page 2-4.
9. Check coolant & antifreeze level and return to proper levels
10. Check tires for damage and wear.
11. Body clips
12. Emergency exits
13. Stop arm and cross over gates
14. Check axle and hub seals, horn, wiper blades, belts and hoses.

Warranty work is excluded on the following basis:

1. **Bumper to bumper warranty for one (1) year from date of manufacture**
2. **Drive train for five (5) years from date of manufacture**

Transmission service every 25,000 miles or at least once every 12 months; differential service every 25,000 miles. It is required that a bumper to bumper inspection be performed at this time to insure the safe operation of the vehicle. This includes body clips, exhaust pipe & muffler, tires & rims, all brake components, springs, shocks, leaking lines and seals, and any item deemed necessary to insure the safety of the

students. Routine servicing shall be pre-scheduled by the district allowing two (2) days lead time for the awarded vendor.

11. NEW JERSEY STATE REQUIREMENTS – INSPECTION

School bus drivers make daily pre-trip inspection checks of all transportation vehicles. The successful bidder will make repairs of any Motor Vehicle pre-trip inspection deficiencies reported to him and must report his findings on BUS MAINTENANCE REPORT.

State law requires specific maintenance checks and repairs at certain yearly intervals (3,000 miles or 90 days, whichever comes first). The vendor shall be aware of these laws and shall perform these maintenance checks as required by law. Additionally, school buses must be inspected by the Division of Motor Vehicles twice a year. These inspections will be held at the successful bidder's place of business during September and March. The vendor must be present at these DMV inspections to repair any deficiencies discovered by the inspectors. Any costs incurred in the failure of a vehicle to pass a Division of Motor Vehicle inspection due to a deficiency repaired by the vendor shall be the obligation of that vendor.

The vendor will immediately notify the Transportation Coordinator of a vehicle that must be redlined. The qualified mechanic has the authority to redline a vehicle if it is found to be too dangerous to operate.

12. HOURS OF OPERATION - EMERGENCY SERVICE

The hours of operation of the vendor are vital to the Board of Education and will be the determining factor in the awarding of any contract. School buses operate regular routes from 6:00 AM to 5:30 PM, five (5) days per week. Additionally, buses are in service at night and on weekends for various field and athletic trips. A mechanic shall be available during school bus hours of operation. Emergency contact numbers must be provided to be used in the evening or on weekends.

13. BILLING

The Lakewood Township Board of Education approves bill for payment at their regularly scheduled meeting held on the 3rd Wednesday of each month. All bills and vouchers must be submitted to the Transportation Department as of the first day of the month following services in order to be processed for payment for the next subsequent Board meeting.

Each billing invoice (or work order) supplied to the Transportation Department must contain the following information:

- A. Vehicle number
- B. License number
- C. VIN Number
- D. Year and make of vehicle
- E. Odometer reading
- F. Description of work performed
- G. Part number, name of part, quantity used, unit cost
- H. Labor costs; hours total
- I. Any other pertinent information to the work performed

All work orders & invoices must be typed. The Board of Education will not pay any handwritten work orders & invoices.

Note: The Board of Education is a tax exempt entity – tax exempt number 21-6000219.

14. FAILURE TO PERFORM – TERMINATION

If the contractor fails to perform within the specifications of this contract or the vendor becomes insolvent or if a petition of bankruptcy is filed by the vendor, the contract may be terminated without liability to the Board of Education. If in the opinion of the Board of Education the vendor is performing unsatisfactorily, the Board of Education may terminate the contract at any time within the terms of the contract, with thirty (30) days written notice.

15. SUBCONTRACTING

There will be no sub-contracting of any maintenance work without the prior written approval of the School Business Administrator / Board Secretary. The vendor is fully responsible for acts and omissions of his subcontractors and of persons directly or indirectly employed by them as he is for the acts and omissions of persons directly employed by him.

The vendor will be responsible for providing proof of proper credentials of all possible subcontractors to the Board of Education. Neither this contract nor any part thereof shall be assigned without prior written approval of the Board of Education.

16. TIRES

The successful bidder will be responsible for all tire maintenance, including mounting, repairing, balancing and installation on the bus. The Board of Education shall purchase its own tires and store them with the successful vendor. Tire inventory kept by the garage will be owned by the Lakewood Township Board of Education. The vendor must maintain an inventory of the Board's property. Any current inventory of the District will be made available to the successful bidder.

The vendor will be responsible to put the spare tire on a school bus if the flat is in the front of the bus so it can be taken off the road; also will put a spare tire on any small vehicles that might have a flat. All tires will be repaired and/or replaced by our vendor.

17. INSURANCE

The successful bidder must provide a certificate of insurance as part of the specifications with the Lakewood Township Board of Education named as an additional insured.

- A. Garage Keepers Liability – to be written on a “Direct Primary” basis with a Comprehensive and Collision limit of not less than \$85,000 per vehicle you can house on your property at any one time. Further the Comprehensive and Collision Deductible shall not exceed \$1,000.
- B. Umbrella Policy – minimum per occurrence limit of \$4,000,000 per occurrence \$5,000,000 aggregate. Coverage to be excess over all primary Liability Policies.

18. ASSIGNMENT

Bid will be awarded for a one year contract which will begin on July 1, 2016 and continue through June 30, 2017 with the option of up to 4 annual renewals at the discretion of the board.

Price increases for contract renewals for 2017-2018 and beyond shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the index rate for the 12 months preceding the most recent quarterly calculation available at the time the contract is renewed.

19. Location of Vendor

Because of the cost incurred by the District for driver's time and mileage, the contractor's garage must be located within ten (10) miles of the Lakewood Township border.

ATTACHMENT - A

VEHICLE #	YEAR	MAKE	MODEL	VIN	Location		GW
101	2010	CHEVY	EXPRESS 3500	1GBJG31K891167459	On site	Wheel Chair Lift	14,200
102	2015	CHEVY	MID BUS	1GB6G5BL4D1189332	On site	Wheel Chair Lift	14,200
103	2017	THOMAS	B1 W/C	1GB6G5BG1F1287059	On site	Wheel Chair Lift	14,200
104	2017	THOMAS	O51 W/C	1GB6G5BG6F1286912	On site	Wheel Chair Lift	14,200
105	2017	THOMAS	B1 W/C	1GB6G5BG0F1286792	On site	Wheel Chair Lift	14,200
106	2017	THOMAS	O51MS	1GB3GSBG5G1223156	5/29/16 Delivery		12,414
107	2017	THOMAS	O51MS	1GB3GSBG2G1222952	5/29/16 Delivery		12,414
108	2017	THOMAS	O51MS	1GB3GSBG8G1219960	5/29/16 Delivery		12,414
109	2017	THOMAS	O51MS	1GB3GSBG5G1220984	5/29/16 Delivery		12,414
110	2017	THOMAS	O51MS	1GB3GSBG2G1221106	5/29/16 Delivery		12,414
111	2017	THOMAS	O51MS	1GB3GSBG9G1222186	5/29/16 Delivery		12,414
112	2017	THOMAS	O51MS	1GB3GSBG1G1219153	5/29/16 Delivery		12,414
113	2017	THOMAS	O51MS	1GB3GSBG9G1219644	5/29/16 Delivery		12,414
114	2017	THOMAS	O51MS	1GB3GSBG6G1223103	5/29/16 Delivery		12,414
115	2017	THOMAS	O51MS	1GB3GSBG3G1219946	5/29/16 Delivery		12,414
201	2014	DODGE	CARAVAN	2C4RDGBG6ER167801	On site		6,050
202	2014	DODGE	CARAVAN	2C4RDGBG2ER167794	On site		6,050
203	2014	DODGE	CARAVAN	2C4RDGBG4ER167795	On site		6,050
204	2014	DODGE	CARAVAN	2C4RDGBG6ER167796	On site		6,050
205	2014	DODGE	CARAVAN	2C4RDGBG8ER167797	On site		6,050
206	2014	DODGE	CARAVAN	2C4RDGBGXER167798	On site		6,050
207	2014	DODGE	CARAVAN	2C4RDGBG1ER167799	On site		6,050
208	2014	DODGE	CARAVAN	2C4RDGBG4ER167800	On site		6,050
1	2014	INTERNATIONAL	IC/CE	4DRBUAAP2EB338098	On site		29,800
1501	2015	INTERNATIONAL	IC/CE	4DRBUAAP0FB585802	On site		29,800
1502	2015	INTERNATIONAL	IC/CE	4DRBUAAP2FB585803	On site		29,800
1503	2015	INTERNATIONAL	IC/CE	4DRBUAAP4FB585804	On site		29,800
1504	2015	INTERNATIONAL	IC/CE	4DRBUAAP6FB585805	On site		29,800

1505	2015	INTERNATIONAL	IC/CE	4DRBUAAP8FB585806	On site		29,800
1506	2017	THOMAS	C2CS	4UZABRDU9HCHS9560	On site		29,800
1507	2017	THOMAS	C2CS	4UZABRDU2HCHS9559	On site		29,800
1508	2017	THOMAS	C2CS	4UZABRDU1HCHS9567	6/9/16 Delivery		29,000
1509	2017	THOMAS	C2CS	4UZABRDU3HCHS9568	6/9/16 Delivery		29,000
1510	2017	THOMAS	C2CS	4UZABRDU5HCHS9569	6/9/16 Delivery		29,000
1511	2017	THOMAS	C2CS	4UZABRDU1HCHS9570	6/9/16 Delivery		29,000
1512	2017	THOMAS	C2CS	4UZABRDU3HCHS9571	6/9/16 Delivery		29,000
1513	2017	THOMAS	C2CS	4UZABRDU5HCHS9572	6/9/16 Delivery		29,000
1514	2017	THOMAS	C2CS	4UZABRDU7HCHS9573	6/9/16 Delivery		29,000
1515	2017	THOMAS	C2CS	4UZABRDU9HCHS9574	6/9/16 Delivery		29,000
1516	2017	THOMAS	C2CS	4UZABRDU0HCHS9575	6/9/16 Delivery		29,000
1517	2017	THOMAS	C2CS	4UZABRDU2HCHS9576	6/9/16 Delivery		29,000
1518	2017	THOMAS	C2CS	4UZABRDU4HCHS9577	6/9/16 Delivery		29,000
1519	2017	THOMAS	C2CS	4UZABRDU6HCHS9578	6/9/16 Delivery		29,000
1520	2017	THOMAS	C2CS	4UZABRDU8HCHS9579	6/9/16 Delivery		29,000
1521	2017	THOMAS	C2CS	4UZABRDU4HCHS9580	6/9/16 Delivery		29,000
1522	2017	THOMAS	C2CS	4UZABRDU6HCHS9581	6/9/16 Delivery		29,000
1523	2017	THOMAS	C2CS	4UZABRDU8HCHS9582	6/9/16 Delivery		29,000
1524	2017	THOMAS	C2CS	4UZABRDUXHCHS9583	6/9/16 Delivery		29,000
1525	2017	THOMAS	C2CS	4UZABRDU1HCHS9584	6/9/16 Delivery		29,000
1526	2017	THOMAS	C2CS W/AIR	4UZABRDU9HCHW8357	7/28/16 Delivery		29,000
1527	2017	THOMAS	C2CS W/AIR	4UZABRDU0HCHW8358	7/28/16 Delivery		29,000

Lakewood Township Board of Education

Business Office
200 Ramsey Ave.
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 shall be cause to reject the bid for being non-responsive (N.J.S.A. 18A:18A-2(y)).

Regina Robinson
Interim School Business Administrator
Board Secretary
Purchasing Agent

Bid Proposal Form

PUPIL TRANSPORTATION SCHOOL VEHICLE MAINTENANCE & REPAIR BID

Bid No. 13-1617

Lakewood Township Board of Education

The undersigned declares that he is the owner or representative of the firm, who is experienced in the type of work called for in the bid specifications, is of lawful age, and is the only one interested in this bid, and that no other than said bidder has any interest herein. The undersigned having carefully familiarized himself with the scope of work and conditions and having examined and fully understood the contract documents prepared by the Owner, hereby affirms and agrees to enter into a contract to **provide all** supervision, labor, material, equipment, transportation and any other expenses to perform the maintenance and repair services for the district's pupil transportation vehicles as described in the specifications above for the following prices.

2016-2017

Labor Rate Per Hour (inclusive of salary and benefits) \$_____

Parts & Materials _____%
(Percentage mark up over vendor's cost)

For purposes of determining the lowest bid for award, the Board will calculate the cumulative total of three (3) hours at the bidder's hourly rate plus the cost of a \$100 item marked up as stated in the bid.

Business References

List below all businesses serviced in the last 5 years for bus & truck repairs:

NAME	ADDRESS	PHONE #	CONTACT PERSON
-------------	----------------	----------------	-----------------------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

List of Mechanics & CDL Driver's License Numbers. A copy of the CDL Licenses must be provided.

Name_____	License #_____
Name_____	License #_____
Name_____	License #_____
Name_____	License #_____
Name_____	License #_____
Name_____	License #_____
Name_____	License #_____
Name_____	License #_____

HOURS OF OPERATION

	<u>OPEN</u>	<u>CLOSE</u>
MONDAY	_____	_____
TUESDAY	_____	_____
WEDNESDAY	_____	_____
THURSDAY	_____	_____
FRIDAY	_____	_____
SATURDAY	_____	_____
SUNDAY	_____	_____

The undersigned hereby affirms and states that the price quoted herein constitutes the total cost to the owner for all work involved and that his cost also includes all insurance, transportation charges, use of all tools and equipment, supervision, labor, bonus, overhead, profit and all other work, services, and conditions furnished in accordance with the requirements of the contract documents and considered severally and collectively.

Having examined the specifications and bid conditions, I agree to deliver to the Lakewood Township Board of Education the services as per the bid specifications listed above. The Lakewood Township Board of Education reserves the right to request all bidders to explain the method used to arrive at any and all cost figures.

Print Name and Title

Date

Company Name

Address

Telephone #

Fax #

E-mail Address

Signature

To be completed and signed below.

Return With Bid

AFFIRMATIVE ACTION QUESTIONNAIRE

**PUPIL TRANSPORTATION SCHOOL VEHICLE MAINTENANCE &
REPAIR BID**

Bid No. 13-1617

Bid Date: Thursday, August 18, 2016 AT 1:00 P.M.

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

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

_____ YES _____ NO

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

2. Our company has a New Jersey State Certificate of Approval.

_____ YES _____ NO

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

3. If you answered **NO** to both questions above, an affirmative action *Employee Information Report (AA-302)* will be mailed to you. Complete the form and forward it to the Affirmative Action Office, Department of Treasury, CN 209, Trenton, NJ 08625. 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 of Company/Firm _____

Name of Authorized Agent _____ Title _____

SIGNATURE _____ Date _____

To be completed and signed below.

Return With Bid

NON-COLLUSION AFFIDAVIT

**PUPIL TRANSPORTATION SCHOOL VEHICLE MAINTENANCE &
REPAIR BID**

Re: Bid Proposal for the Lakewood Township Board of Education.

Bid No. 13-1617

STATE OF NEW JERSEY)

Bid Date: **Thursday, August 18, 2016 at 1:00 P.M.**

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
Position in Company

the firm of _____ 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 Lakewood Township Board of Education 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

Print Name of Notary Public

NOTARY PUBLIC SIGNATURE

My commission expires _____, _____ - Seal -
Month Day Year

To be completed and signed below.

Return With Bid

STOCKHOLDER/PARTNERSHIP DISCLOSURE AND STATEMENT OF OWNERSHIP

PUPIL TRANSPORTATION SCHOOL VEHICLE MAINTENANCE & REPAIR BID

Re: Bid Proposal for the Lakewood Township Board of Education.

Bid No. 13-1617

Bid Date: **Thursday, August 18, 2016 at 1:00 P.M.**

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

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

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.

(form continued from previous 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

Contractor/Vendor Questionnaire/Certification

Bid No. 13-1617

Bid Date: Thursday, August 18, 2016 at 1:00 P.M.

PUPIL TRANSPORTATION SCHOOL VEHICLE MAINTENANCE & REPAIR BID

Name of Company _____

Street Address _____ PO Box _____

City, State, Zip _____

Business Phone Number (____) _____ Ext. _____

Emergency Phone Number (____) _____

FAX No. (____) _____ E-Mail _____

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 Board of Education, 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.

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 Board of Education.

I certify that I am not an official or employee of the Lakewood Township Board of Education.

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

Signature

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 Board of Education 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 Board of Education will accept this form duly executed by an authorized agent or representative of a Surety Company.

To: The Lakewood Township Board of Education

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

BIDDER'S COMMENT FORM

PUPIL TRANSPORTATION SCHOOL VEHICLE MAINTENANCE & REPAIR BID

Bid No. 13-1617 Bid Date: Thursday, August 18, 2016 at 1:00 P.M.

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 prebid 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 _____

To be completed and signed below.

Return With Bid

PUPIL TRANSPORTATION SCHOOL VEHICLE MAINTENANCE & REPAIR BID

Bid No. 13-1617

Bid Date: Thursday, August 18, 2016 at 1:00 P.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 _____

Signature _____ Date _____

**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 _____
		

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

Full Name (Print): _____	Signature: _____
Do Not Enter PIN as a Signature	
Title: _____	Date: _____

Lakewood Township Board of Education

200 Ramsey Ave.
Lakewood, New Jersey 08701

PUPIL TRANSPORTATION SCHOOL VEHICLE MAINTENANCE & REPAIR BID

Bid No. 13-1617 Bid Date: Thursday, August 18, 2016 at 1:00 P.M.

Chapter 271 Political Contribution Disclosure Form (Contracts that Exceed \$17,500.00) Ref. N.J.S.A. 52:34-25

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

Reportable Contributions

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

The Business Entity may attach additional pages if needed.

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

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

Certification

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

Name of Authorized Agent _____

Signature _____ Title _____

Business Entity _____

PUPIL TRANSPORTATION SCHOOL VEHICLE MAINTENANCE & REPAIR BID
Bid No: 13-1617

P.L. 2005, c.271

(Unofficial version, Assembly Committee Substitute to A-3013, First Reprint*)

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.

APPENDIX A

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

The contractor and the Lakewood Township Board of Education (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.

Certification

I certify, that the Contractor is in full compliance with and will continue to comply with the Americans with Disabilities Act 42, U.S.C. 12101 et. seq. and its implementing regulations.

Name of Authorized Agent _____

Signature _____ Title _____

Business Entity _____

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L.1975, .127) N.J.A.C. 17:27 et eq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES 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 regulation 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.

EXHIBIT A (Cont)

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; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at:

[http:// www.state.nj.us/treasury/contract_compliance/](http://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, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

Appendix B

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

RIGHT TO KNOW

1. All products that you deliver to the Lakewood Township School District 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

Form AA302
Rev. 1/00

NEW JERSEY FACILITY

STATE OF NEW JERSEY
Division of Contract Compliance & Equal Employment Opportunity
EMPLOYEE INFORMATION REPORT**IMPORTANT-** READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN SHARP BALLPOINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11.**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	IN AUG. DATE	ASSIGNED CERTIFICATION NUMBER
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SECTION B - EMPLOYMENT DATA11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures 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 minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN									
	COL. 1 TOTAL (Cols. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****					***** FEMALE *****				
				BLACK	HISPANIC	AMER. INDIAN	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)

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. Please use **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
Board Secretary
Purchasing Agent