

BID # 18-12
ATHLETIC/FIELD TRIPS
WEST ORANGE
BOARD OF EDUCATION
2018/2019 SCHOOL YEAR
PUPIL TRANSPORTATION SPECIFICATIONS/INSTRUCTIONS

TRANSPORTATION SPECIFICATIONS
WEST ORANGE BOARD OF EDUCATION

DEFINITIONS

1. Bidder means a Single Overall Contract bidder acting directly through a duly authorized representative legally submitting a bid(s) in conjunction with these bid packages.
2. Board/Owner/District/WOBOE means the West Orange Board of Education, 179 Eagle Rock Avenue, West Orange, NJ 07052.
3. Contractor means the lowest responsible bidder.
4. Contract Documents/Bidding Documents means those documents which memorialize the parties' agreement with respect to their respective obligations in connection with the bid, including, but not limited to, Instructions to Bidders, any Addenda, the Contract, and the Bid Proposal. All of the documents are to be treated as one instrument.

GENERAL PROVISIONS

1. The bid must be submitted on the bid form supplied by the Board of Education, in a sealed envelope and plainly marked "Bid for Student Transportation Services Athletic/Field Trips 2018/2019, Bid # 18-12, West Orange Board of Education", bid opening date June 20, 2018 and presented or mailed to the School Business Administrator/ Board Secretary, Mr. John Calavano, at the West Orange Board of Education, 179 Eagle Rock Avenue, West Orange, New Jersey 07052, on or before June 20, 2018 at 11:00 AM. The School Business Administrator/Board Secretary or designee shall open the bids in the presence of the parties bidding and publicly announce the contents. The successful bidder will be named at as early a date as possible following the opening of the bids.
2. All blanks on the bid form must be appropriately filled in either in ink or typed in. Ditto marks are not considered writing and shall not be used by Bidder. 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 will be cause to disqualify that particular bid entry.
3. 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 form, except as noted above for initialed clerical mistakes, it will be cause to disqualify that particular bid.
4. The Contract will be awarded to the lowest responsive and responsible bidder. The West Orange Board of Education reserves the right to reject all bids, or to waive informality in the bidding if such would be in the best interests of the Board. The Owner reserves the right to reject the Bid of any Bidder who in the judgment of the Owner, and in accordance with the law, is not in a position to perform the Contract.

5. If forwarded by mail the sealed envelope containing the proposal, marked as directed above, must be enclosed in another envelope addressed as specified above, preferably by registered mail. The Board of Education, however, assumes no responsibility for their delivery on time. The Board of Education is not responsible for the untimely delivery/acceptance of any bid because it is not clearly identified on the outside of the envelope. Bidder understands and agrees that the Bidder, and not the Board, shall be liable for the premature opening or late delivery of submission of any bid improperly labeled or addressed.
6. The West Orange Board of Education reserves the right to accept one or more of the separate bids made by a Bidder. No bid must be contingent upon the acceptance of all of the Bidder's separate bids. The Board reserves the right to reject any bids.
7. All transportation bidders shall comply with the statutes and regulations and rules and procedures of the New Jersey State Board of Education, New Jersey State Department of Education and the local school district pertaining to transportation as they now exist or may become effective during the term of the contract. Any driver/vehicle on any route transporting students under this contract must follow all transportation policies and procedures.
8. Term of Contract: Academic year September 1, 2018 to June 30, 2019.
 - A. Transportation shall be provided Monday through Sunday, September 1, 2018 and June 30, 2019.
 - B. Any contract for transportation is without force of effect until approved by the County Superintendent of Schools.
 - C. Pupil transportation contracts are deemed to include all the rules and procedures pertaining to pupil transportation though not expressly stated.
9. It is the intent of the Board of Education to award a contract for transportation as soon as possible after the date set for the opening of bids and to require the successful contractor to provide transportation in accordance with the school calendars. The school calendars, copies attached, are part of these specifications and of the contract.
10. The successful bidder will be considered an independent contractor and shall not be deemed to be an agent, servant, employee or representative of the Board of Education.
11. As assigned/authorized by the Board of Education, only enrolled eligible public and non public/private school pupils, adults serving as chaperones or school personnel shall be transported. Contractors will not allow drivers to transport their own children. Drivers transporting their own children or other unassigned/unauthorized passengers will be dismissed by the district and will no longer be allowed to drive a route contracted by this district. Emergencies are not an acceptable reason to transport a driver's own child.
12. The vehicle(s) shall arrive and/or depart the destinations as required.

13. No transportation contract shall be subcontracted without prior written approval of the Board of Education.
14. The Board of Education reserves the right to:
 - A. Reject any and all bids received, and to accept the entire or parts thereof when it is deemed to be in the best interest of the Board of Education.
 - B. Reject any and all changes in the bid form or specifications when it is deemed to be in the best interest of the Board of Education.
 - C. Waive any immaterial informalities when it is deemed to be in the best interest of the Board of Education.
 - D. Award bid to the lowest qualified responsible bidder, provided service and quality are considered to be equal to that offered by other bidders.
15. If awarded a contract, your company/firm will ensure compliance with all applicable federal, state and local regulations and will certify such compliance to the Board of Education upon request.
16. The Board of Education reserves the right to transfer transportation contracts awarded under these specifications to another Board of Education.
17. If any litigation should arise between the Board of Education and the successful bidder pursuant to the award of this contract, the venue for any suit shall be laid in the Superior Court of New Jersey, Law Division, in the county where the Board of Education administering the contract is located.

VEHICLES

1. Bus to have capacity as listed for each trip. Vehicle types, if requested are indicated on each trip sheet. All wheelchair vehicles must be at least a school bus, yellow, type II vehicle with eight way warning light system, four point tie down system with upper and lower torso restraints and forward facing position(s).
2. A detailed description of buses that you propose to use to perform the requirements of the contract (size, manufacturer, year, type, model, etc.) must be submitted by the successful bidder. Transportation equipment shall meet all current federal and state requirements governing pupil transportation, and shall be properly registered by the Motor Vehicle Commission. All equipment must meet the specifications for transportation as set forth in the rules of the New Jersey Division of Motor Vehicles and of the local Board of Education pertaining to Public School Transportation, as they now exist or may become effective during the term of the contract. (Check Administrative Code for School Bus Chassis and Body Specifications).

3. All vehicles to be equipped at all times with a working two-way radio. Camera systems may be requested by the Board of Education.
4. All vehicles shall be systematically inspected twice within the year to ensure that such vehicles and equipment are in safe and proper operating condition. All vehicles shall display a school bus certification inspection sticker to ensure that such vehicles and equipment are in safe and proper operating condition.
5. The contractor shall provide and maintain an adequate number of school buses, including spares, to safely transport any and all students assigned to the routes contained in this bid to assure uninterrupted service in the event of an accident and/or mechanical breakdown. Furthermore, the contractor must provide a detailed description of its maintenance practices. This detailed description must be submitted with the bid proposal forms. The Board of Education or designee reserves the right, at any time during the term of the contract, to inspect for approval, any maintenance facility and records.
6. The Board of Education will not reimburse the contractor for the cost of repairs for any damages to the vehicles by students or other occurrences.
7. The transportation contractor agrees to transport pupils not to exceed in number the capacity of the vehicle designated by the local board as set forth in the bid specifications and to comply with applicable New Jersey statutes, regulations and procedures and with the rules of the local board governing pupil transportation.
8. Contractors agree to provide all vehicles with **Child Reminder Systems**.

ACCIDENT REPORTING

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

DRIVERS/ATTENDANTS/AIDES

1. The transportation contractor agrees that the driver of each vehicle shall be a reliable person of good character who shall possess the qualifications and communication skills necessary to perform the duties of the position, and comply with the rules set forth for drivers and all Federal, State and local regulations including, but not limited to, the Omnibus Transportation Employee Testing Act, NJSA 18A: 39-17 through 20 (background check),

and tuberculosis testing. If, in the judgement of the board, any driver of a vehicle operating under contract to transport school pupils shall be deemed unsuitable to drive a school vehicle because of lack of driving skill, inability to control pupils, failure to comply with the rules, regulations and specifications, incapacity, unbecoming conduct, or other good cause; the board may request the transportation contractor to replace said driver. If the transportation contractor shall fail to comply with the aforesaid request, the local board may require the transportation contractor to show just cause why such failure to comply with the request shall not be deemed to constitute a breach of the contract, and may set aside and annul the contract.

2. The bus driver shall be in full charge of the school bus at all times and shall be required to report unmanageable, disruptive students and any incident involving a threat to student safety to the principal and district Director of Transportation of the receiving school on the district prescribed incident/discipline form.
3. All contracted bus drivers, bus attendants and staff must be able to understand and communicate clearly to all school district staff, students and parents.
4. The successful bidder must supply the West Orange Board of Education with a list of drivers and substitute drivers it intends to use on each of the routes bid, their license number and expiration date and a copy of current (not greater than 3 months old) Division of Motor Vehicles driver abstract/driving record from the state in which driver holds license, by the start of runs. The successful bidder will also be responsible for updating this information as requested by the district or when the driver's license expires or is renewed. Failure to supply the requested information shall result in a delay in the monthly payment for services until such time as the information is received.
5. The successful bidder will certify compliance with the requirements of *N.J.S.A. 18A:39-17* through 20 governing criminal history background checks, and shall annually submit required documents to the Executive County Superintendent of Schools on or before August 31 or upon employment for newly hired drivers.
6. The successful bidder will certify that prior to assigning a newly hired, currently approved school bus driver to a bus route, a school bus driver transmittal form is completed and submitted to the New Jersey Department of Education Criminal History Review Unit.
7. Use of seat belts on all school buses is mandatory. The successful bidder shall be responsible to see that drivers implement this requirement with their passengers.
8. The Board of Education or designee reserves the right, during the term of the contract, to inspect for approval at any time, announced or unannounced, any vehicle or driver for proper license credentials in use on routes covered by the contract and further has the right to ride any vehicle or route covered by the contract. Authorized school district personnel have the right and privilege to evaluate any driver, under contract, on a random basis, announced or unannounced. Any driver or vehicle not meeting the proper requirements will be immediately replaced. If such replacement causes a delay in service, the contractor will be penalized per the listed transportation route penalties in these specifications.

9. Contractors and their drivers are reminded that information concerning the students they transport is classified as confidential information and should not be discussed with other parents, students, drivers, school personnel (other than as directed by an administrator), and or any other parties not having a direct need for student information. Drivers who violate this procedure may be removed by the district from their route and will not be allowed to drive any other route in the district.
10. Both regular and substitute drivers shall be assigned as consistently as possible to the same bus route for the purpose of route familiarization and pupil control. It is the expressed desire of the school district that the rate of driver turnover for each bus route be minimal.
11. Any bus driver and bus attendant assigned to a route awarded by this bid shall be a reliable person of good character who shall possess the qualifications and communication skills necessary to perform the duties of the position, and will be required to comply with the criminal background check and tuberculosis testing as prescribed by law.
12. Drivers and Bus Attendants are prohibited from **USE OF CELL PHONES, NEXTEL PHONES, PTT DEVICES, IPOD OR OTHER MUSIC DEVICES INCLUDING THE WEARING OF EARPHONES, BLUETOOTH HEADSETS OR EARBUDS WHILE OPERATING BUSES WITH OR WITHOUT STUDENTS ON BOARD EXCEPT TO COMMUNICATE DURING AN ACTUAL EMERGENCY.** Drivers and Bus Attendants are prohibited from **EATING, DRINKING, OR SMOKING ON VEHICLES OR ON ANY SCHOOL PROPERTY.** Drivers and Bus Attendants shall not wear **SHORTS, TANK TOPS, SLIP-ON SANDALS, or SHOES WITH OPEN HEEL OR TOE AREAS OR OTHER CLOTHING DEEMED INAPPROPRIATE BY DISTRICT STAFF.**
13. Bus attendants shall attend to the special needs of students, maintain order on the vehicle to ensure the safety of all students, assist students getting on and off the vehicle as needed, and other duties which may be specified by the Board of Education.
14. If, in the judgment of the Board of Education, any bus driver or bus attendant assigned to a vehicle operating under a contract awarded by this bid shall be deemed to be an unsuitable person for their position because of lack of skills necessary to perform their duties, inability to control students, failure to comply with the rules and regulations, incapacity, unbecoming conduct, or other good cause, the contractor may be required to remove the driver and/or aide from the route or all district routes. If the contractor fails to comply with this provision, the contractor may be required to show cause why this failure to comply is not deemed to constitute a breach of contract and may set aside and annul the contract.

REPORTING STUDENT LEFT UNATTENDED ON THE SCHOOL BUS

1. Every owner/operator of a school vehicle shall immediately inform the administrator or principal of the receiving school and the chief school administrator of the district board of education providing for the transportation or their designee following an incident in which it has been determined that a student has been left unattended on the school bus at the end

of the route. School district or school bus contractor personnel who discover, or to whom it is reported, that a student has been left on a school bus shall immediately report the incident to the owner/operator of the vehicle. A student is considered to have been left unattended on the school bus at the end of the route when the driver has left the vicinity of the bus.

HARASSMENT, INTIMIDATION AND BULLYING

1. Upon contract award, the Board of Education shall provide a copy of its policy on Harassment, Intimidation and Bullying (HIB) and sample HIB report forms to the contractor. The contractor shall ensure that copies of the policy are distributed and HIB report forms are made available to all drivers, bus attendants and other employees who have contact with students. Additionally, the contractor shall ensure that all employees having contact with students participate in HIB training. Such training shall be provided by the Board of Education unless the contractor, at its option, provides adequate HIB training to its employees. If the contractor provides such training to its employees, the contractor shall provide written documentation to the Board of Education of the date and time on which such training was presented, a copy of the training session agenda, and sign-in sheets indicating each employee's attendance.

PAYMENT TERMS

1. The successful bidder shall submit all appropriate contract information including corporate/personal bonding to the district transportation department on or before June 1, 2018. Failure to supply this information shall result in a delay in the monthly payment until the information is received. Failure to do so may result in a delay in the scheduled payment of services. Contractors shall visit the Department of Education's Student Transportation web site to become familiar with the contract to be executed. Further, if the district is financially penalized by the New Jersey Department of Education, Bureau of Pupil Transportation, because of a bidder's delay in submitting the appropriate contract information, the successful bidder shall be responsible for the financial penalty.
2. Contracts will be calculated based on the actual services performed. Payments to contractors shall be made at the end of the month. Payments will be made monthly, provided an appropriate invoice is submitted.
3. Payments are subject to approval by the Board of Education. Therefore payments may be delayed depending on the Board's meeting schedule.

EMERGENCY PROVISIONS

1. Suspension of the operation of a scheduled trip due to weather or other conditions, the contractor shall be notified as soon as possible by the public school authorities providing transportation.

2. In an emergency where the contractor cannot meet the schedule, or if the school has a change in schedule, the party responsible for any change shall immediately notify the other party.

BASIS OF BID AND ADJUSTMENTS

1. The bidder shall submit the bid on the bid sheet contained in these bid specifications. Other bid sheets are not acceptable.
2. If an adjustment is required, it shall be in accordance with the provisions specified in the bid.
3. INCLUDED WITH THE BID, BIDDERS MUST PROVIDE THE FOLLOWING:
 - A. The bid security and guarantee specified.
 - B. A detailed description of your safety program, outlining existing training and safety programs for current new employees, including an explanation regarding the frequency of such training.
 - D. Demonstration of satisfactory experience and operational capability to perform the requirements of the contract. Include list of school districts you serve and the names and the telephone numbers of contact persons.
 - E. All other items listed on bid checklist contained in these specifications.
4. Any bid submitted will be binding for sixty (60) days subsequent to the bid opening.
5. In the event of a tie bid price, the increase/decrease per mile will be used to break the tie. In the event the bid is still tied after using the increase/decrease per mile, each bidder will make an alternate tie breaking increase/decrease per mile bid. This alternate tie breaking increase/decrease per mile bid shall be submitted on the bid sheet contained in these bid specifications, and shall be binding on the Bidder.

INSURANCE COVERAGE

1. The bid shall include the cost of and the contractor shall provide liability insurance for bodily injury and property damage in the amount of \$ 5,000,000 combined single limit per occurrence and uninsured motorists coverage in the amount of \$ 5,000,000 combined single limit per occurrence for all vehicles which are used for pupil transportation to and from school and school related activities. The bid shall include the cost of and the contractor shall provide Workers Compensation Insurance in the amount of \$500,000 each accident, \$500,000 Policy Limit, \$500,000 each employee. Insurance shall be obtained through a company authorized to insure in New Jersey. Bidders will be required to provide, with the bid, evidence in the form of an insurance certificate of their ability to obtain required

insurance coverage. A certificate of insurance for the duration of the contract is to be presented by the successful bidder. Successful bidder's insurance company shall forward notice, in the event of cancellation of the policy, ten (10) days prior to the date of termination of the coverage specified. No policies of insurance shall contain any exclusions relating to the contract.

2. The district board of education and the Executive County Superintendent shall be notified by the insured whenever any policy is cancelled. Notification shall be made within 48 hours of the receipt of the notification of the cancellation by the insured, and before the cancellation takes effect.
3. For the liability insurance, the West Orange Board of Education shall be named as an "additional insured". On the liability insurance certificate, the following statement must appear on the certificate of insurance: West Orange Board of Education is listed as additional insured for pupil transportation for the 2018/2019 school year.

INDEMNIFICATION

1. The contractor, its employees, members, representatives, subcontractors and anyone over whom contractor exerts control, shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the Board and its agents, employees, representatives 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 of property of any person or persons whatsoever, which shall arise from any breach of the contract by contractor or negligent act or omission by contractor, or that results directly or indirectly from the performance of the services under the Contract. This indemnification obligation is not limited by, but is in addition to, any insurance obligations contained in these Instructions.
2. Should a Bidder challenge a Bid Submission and fail to obtain relief in a court of law, the Bidder shall be responsible for payment of the Board's reasonable legal costs incurred in conjunction with the Bidder's protest and the Board's actions in defending itself.
3. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this agreement.

BID GUARANTEE

1. Each bid shall be accompanied by a bid bond, cashier's or certified check for five (5%) of the amount of the annual contract cost, but in no case may the certified check, cashier's check or bid bond exceed \$ 50,000. Each bid shall be accompanied by a signed Prescribed Form of Questionnaire, included in the "Attachments to Proposal Form" of this bid specification. This guarantee shall be made payable to the West Orange Board of Education. Such deposit shall be forfeited upon refusal of a bidder to execute a contract;

otherwise, checks shall be returned when the contract is executed and a surety performance bond is filed with the West Orange Board of Education. The bid security check for unsuccessful bidders, except for the three lowest bidders, will be returned within 10 days after the bid opening (Saturdays, Sundays and holidays excepted). The Board of Education will only accept bid bonds from companies that are licensed and qualified to do business in the State of New Jersey.

2. Each bid shall be accompanied by a Consent of Surety.

PERFORMANCE GUARANTEE

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

BREACH OF CONTRACT/PENALTIES

1. In the event the contractor fails to provide service in accordance with these specifications and stated requirements, the contractor shall be considered in breach of contract. Continued contractual defaults by the contractor will be sufficient cause for the Board of Education to seek enforcement of the Contractor's Performance Bond. Cancellation of the contract and/or enforcement of Contractor's Performance Bond may result.
2. In the event the contractor fails to provide service in accordance with these instructions and specifications and stated requirements, the contractor will be considered in default of contract and subject to a \$100.00 fine per occurrence penalty for tardiness without good cause or notification (Notification must be made to the transportation office by fax, telephone or writing within 2 hours of the trip) and/or failure to operate.
3. Penalties will be assessed on the monthly contract billing.

TRAINING PROGRAMS

1. The contractor will ensure that bus drivers and bus attendants are properly trained to perform their duties. Drivers must have training in specific equipment used on any given vehicle/route (i.e., but not limited to, wheelchair and lift procedures, car seat, specific disabilities, etc.). This training should include, but not limited to, proper tie down and evacuation procedures.
2. The contractor shall administer a safety education program for all permanent and substitute drivers and bus attendants.
3. The successful bidder will be required to participate in two (2) emergency evacuation drills (required by NJAC 6:21-11.3) held at each school during the year. The drills will be held under the direction of the district transportation office. The successful bidder will be

responsible for properly training drivers to conduct these drills. No additional payment will be made for these drills.

TRIPS

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

MODIFICATIONS

1. Any modifications to these instructions and specifications after the public advertisement for bids and prior to the scheduled bid opening will be made known by fax with receipt and/or certified mail to all bidders who requested specifications. All questions regarding these specifications must be received in writing. No interpretation of the meaning of the specifications will be made to any bidder orally. Every request for such interpretations should be in writing to, John Calavano, Business Administrator, 179 Eagle Rock Avenue, West Orange, NJ. 07052. Failure of any bidder to receive any such addenda or interpretations shall not relieve any bidder from any obligation under bid submitted. All addenda so issued shall become part of the contract documents.

AFFIRMATIVE ACTION

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

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

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

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising

the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

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

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

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; 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/).

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.

AMERICANS WITH DISABILITIES ACT

1. Discrimination on the basis of disability in contracting for the purchase of goods and services or construction is prohibited. Bidders are required to comply with the provisions of the Americans With Disabilities Act of 1990, including, but not limited to, the language included in herein, which is incorporated herein as if specifically set forth. Bidder agrees that the provisions of Title II of the Act are made a part of the Contract. The successful bidder is obligated to comply with the Act and to hold the owner harmless.
2. The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. s12101 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 thereunto, 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 provision of this Agreement or otherwise at law.

STOCKHOLDER DISCLOSURE

1. 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 more of that corporation's stock, or the individual partner's 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, has been listed.

DRUG AND ALCOHOL TESTING

1. If awarded a contract, your company/firm will be required to certify to the Board of Education that you are in compliance with the drug and alcohol requirements of the Omnibus Transportation Employee Testing Act. Furthermore, your company/firm must outline in writing, how your company/firm complies with these requirements. This outline must accompany the bid proposal form.

BACKGROUND CHECK

1. Pursuant to NJSA 18A: 6-7 et seq. and N.J.S.A. 18A:39-17 through 20, all employees of a public school district or of an agent contracted by that district, who have regular contact with pupils, must submit to a criminal history background check. All drivers must meet federal and state regulations on bus drivers licensing, fingerprinting and physicals. If a driver is not in compliance, the Board of Education has the right to order that driver not be used in the district. Contractors must show proof in writing of compliance by August 26, 2016 to the transportation office. Compliance must include drivers name, social security number, license number and a copy of the New Jersey State Department of Education Office of Criminal History Review School Bus Driver Approval Letter. The form supplied in this bid specification must accompany this information. Failure to supply this information by the requested date will result in a refusal of drivers to work in the district and considered a breach of contract. It is the responsibility of the contractor to update this information as requested by the district, upon renewal/expiration of driver license or when a new driver is used in the district. In addition, a current copy (not greater than 3 months old) of the driver's Division of Motor Vehicles driver abstract must be included. Failure to supply the requested information shall result in a delay in the 1/10 monthly payment for services until such time as the information is received.

TUBERCULOSIS TESTING

1. The contractor shall ensure that all bus drivers and bus attendants are tested for tuberculosis infection in compliance with NJAC 6A:27-12.1.

MEDICATIONS

1. If medications are transported, they will be transported in a locked driver controlled box, supplied by the contractor, located nearest the driver as possible.

MISCELLANEOUS INFORMATION

1. School calendars for the 2018/2019 school year are enclosed for your convenience and are subject to change.
2. In the event there is a conflict between an elementary and high school opening or dismissal due to a delayed opening or early dismissal/closing, the successful bidder will be responsible for providing one vehicle for the elementary route and one vehicle for the high school route.

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

1. Signed in to law A-3130 (PL 2004, c. 57). This law requires all local contracting agencies including school districts to collect state "business registration" certificates of vendors/contractors/subcontractors with which they conduct business. A business organization must submit proof of business registration to the contracting agency; failure to do so is a fatal defect that cannot be cured; please note, even if your State of New Jersey Business Registration Certificate is on file with the West Orange Board of Education you must include another copy with your bid, this omission will result in the rejection of your bid. Proof of business registration shall be a copy of the Business Registration Certificate issued by the Department of the Treasury, Division of Revenue.

DISCLOSURE OF POLITICAL CONTRIBUTIONS

1. The contractor is advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271, s.3) if the contractor receives contracts in the aggregate in excess of \$50,000 from public entities in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

ATHLETIC AND CURRICULUM TRIPS

1. Athletic and curriculum trips will be bid as listed on the bid proposal sheet.
2. Bids are requested by the following trip types:

- A. **54 Passenger**
- B. **24 Passenger**
- C. **Wheelchair**

- 3. Bids for athletic and curriculum trips will be awarded in lowest bid. The lowest bidder will be determined by the lowest hourly rate for a trip.
- 4. Bidders are required to invoice the district for each individual trip selected and include trip data including trip date, school district's trip number, school served, destination, departure time from the school and return time to school.
- 5. Trips are to be billed from departure from school and return to school. No additional payments for mileage, tolls, parking fees or miscellaneous expenses will be made.
- 6. The rate per hour for each additional hour shall be billed in quarter hour minimums.
- 7. The successful bidder for athletic and curriculum trips will be responsible for providing their own directions and maps to the driver of each athletic and curriculum trip.
- 8. Driver and bus/vehicle for the successful bidder(s) for athletic and curriculum field trips must remain with the assigned trip unless authorized permission is received from the school district transportation office, teacher, coach or school chaperone. Drivers who do not remain with the assigned trip and are not available when requested for transportation during the assigned trip, may be removed and may not be allowed to drive any route contracted by this district.
- 9. The successful bidder has the ability to accommodate all District athletic and curriculum trips.
- 10. The successful bidder guarantees five (5) athletic buses per day.

**THE FOLLOWING DOCUMENTS MUST SUBMITTED IN
ORDER FOR YOUR BID TO BE CONSIDERED:**

- Bidder's Guarantee
- Business Registration Certificate
- Evidence of the Bidder's Ability to Obtain the Required Insurance Coverage
- Omnibus Transportation Employee Testing Act Compliance Assurance
- Statement of Assurance - School Bus Driver Annual Certification to the Executive County Superintendent of Schools
 - Prescribed Questionnaire
 - Consent of Surety
 - Statement of Ownership Disclosure
- Coordinated Transportation Services Agency Membership Form (CTSA only)
 - Affirmative Action Documentation or Questionnaire
 - Non-Collusion Affidavit
 - Iran Statement
 - Bid Proposal Sheet
- Any other Documents required herein or on the Bid Checklist

WEST ORANGE BOARD OF EDUCATION
2018/2019 SCHOOL YEAR
ATHLETIC/FIELD TRIPS TRANSPORTATION - BID # 18-12
BID PROPOSAL FORM

DATE: _____

TO: Board of Education of West Orange, 179 Eagle Rock Avenue, West Orange, New Jersey 07052.

Gentlemen:

I hereby submit the following bid to transport pupils as per your advertisement and specifications.

Amount of bid, including the cost of liability insurance, for the 2018/2019 school year for the total routes bid:

***** BIDDER MUST SUBMIT A FULL BID OR MARK "No Bid" FOR EACH ROUTE!**

Should there be a discrepancy between the written words (left line) and the numerical (right line) value of the bid, the written words shall be binding.

ATHLETIC AND CURRICULUM TRIPS

<u>Trip Types</u>	<u>Cost Per Hour</u>
54 Passenger	_____ or (\$_____)
24 Passenger	_____ or (\$_____)
Wheelchair	_____ or (\$_____)
Total (*) Bid Bond Enclosed	_____ or (\$_____)
Total (*) Cashier's or Certified Check Enclosed	_____ or (\$_____)

(*) - Total must be 5% of the amount of the annual contract cost for all routes bid not to exceed \$ 50,000.00. Estimated \$200,000.00 in trips.

If I am awarded the bid, in whole or part, I agree to furnish vehicles that meet your approval and that of the County Superintendent of Schools, and to comply with all your rules and regulations and those of the State Department of Education relating to pupil transportation.

SIGNED _____

PRINTED NAME _____

TITLE _____

ADDRESS _____

TELEPHONE NUMBER _____

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

(Seal) Notary Public of New Jersey

Specify Other State

My Commission expires on _____, 20 ____

BID CHECKLIST MUST BE INCLUDED WITH YOUR BID

- _____ Completed Bid Form
- _____ Bid Bond, Cashiers or Certified Check for 5% of the annual contract cost for all routes bid, not to exceed \$50,000.00
- _____ Omnibus Transportation Employee Testing Act Compliance Form
- _____ School Bus Driver Annual Certification to the COUNTY SUPERINTENDENT
- _____ Prescribed Form of Questionnaire
- _____ Statement of Ownership Disclosure
- _____ Coordinated Transportation Services Agency Membership Form (if applicable)
- _____ Affirmative Action Questionnaire
- _____ Non Collusion Affidavit
- _____ Exhibit A
- _____ Americans with Disabilities Act of 1990
- _____ Iran Statement
- _____ Consent of Surety to provide Performance Bond
- _____ Insurance Certificate
- _____ Current Business Registration Certificate
- _____ Safety Program Description/ Detailed Description of Maintenance Practices
- _____ School Districts Served

ATTACHMENTS TO PROPOSAL FORM

STATEMENT OF ASSURANCE

OMNIBUS TRANSPORTATION EMPLOYEE TESTING ACT COMPLIANCE

(To accompany bid)

The following firm

_____ is currently under contract

_____ will be contracted with

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

Name of Firm: _____

Address: _____

Contact Person: _____

Telephone: _____

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

Authorized Signature _____

Company Name _____

Address _____

STATEMENT OF ASSURANCE

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

(To accompany bid)

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

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

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

Authorized Signature _____

Company Name _____

Address _____

PRESCRIBED FORM OF QUESTIONNAIRE

(To accompany bid)

SURETY BOND

_____ CORPORATE – Consent of Surety Attached

FAMILIARITY WITH CONDITIONS OF CONTRACT

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

Yes _____ No _____

EXPERIENCE OF BIDDER

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

2. If yes, how many years experience? _____

3. Briefly state the nature of this experience. _____

Company Name _____

Address _____

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

Authorized Signature _____

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: _____

Organization Address: _____

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

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

Part II

- ☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**
- OR**
- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

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

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

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

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

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

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

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

Part IV Certification

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

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

Coordinated Transportation Services Agency Membership Form

(To accompany the bid – CTSA only)

BOARD OF EDUCATION

CHIEF SCHOOL ADMINISTRATOR

Agency Name _____

Address _____

Authorized Representative Name and Title _____
(Print or Type)

Authorized Signature _____

AFFIRMATIVE ACTION
QUESTIONNAIRE
(To accompany bid)

COMPANY NAME _____

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

_____ YES _____ NO

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

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

AUTHORIZED BIDDER _____
(Print or Type)

TITLE _____ DATE _____
(Print or Type)

SIGNATURE _____

FORM OF NON-COLLUSION AFFIDAVIT
(To accompany the bid)

STATE OF NEW JERSEY, COUNTY OF _____

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

of _____, in the County of _____,

State of _____, of full age, being duly sworn according to law on
my oath deposes and says that:

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

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

Company/Agency Name (Print or Type)

Authorized Representative - Name and Title (Print or Type)

Authorized Signature

(N.J.S.A. 52:34-15)

Bid _____

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

Notary Public of New Jersey
(Seal)

My commission expires _____, 20__

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)

N.J.A.C. 17:27 et seq.

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 regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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/).

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.

Name

Title

Signature

Date

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

The contractor and the West Orange 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. §121 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.

Name

Title

Signature

Date

To be completed, signed and returned with Bid.

STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN									
Quote Number:	Bidder/Offoror:								
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.									
<p>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</p>									
PLEASE CHECK THE APPROPRIATE BOX:									
<p>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 <u>listed</u> 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.</p>									
<p>OR</p> <p>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. <u>Failure to provide such will result in the proposal being rendered as non-responsive</u> and appropriate penalties, fines and/or sanctions will be assessed as provided by law.</p>									
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.									
<table style="width: 100%;"><tr><td style="width: 50%;">Name</td><td style="width: 50%;">Relationship to Bidder/Offoror</td></tr><tr><td>Description of Activities</td><td></td></tr><tr><td>Duration of Engagement</td><td>Anticipated Cessation Date</td></tr><tr><td>Bidder/Offoror Contact Name</td><td>Contact Phone Number</td></tr></table>		Name	Relationship to Bidder/Offoror	Description of Activities		Duration of Engagement	Anticipated Cessation Date	Bidder/Offoror Contact Name	Contact Phone Number
Name	Relationship to Bidder/Offoror								
Description of Activities									
Duration of Engagement	Anticipated Cessation Date								
Bidder/Offoror Contact Name	Contact Phone Number								
ADD AN ADDITIONAL ACTIVITIES ENTRY									
<p>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.</p>									
Full Name (Print):	Signature:								
	Do Not Enter PIN as a Signature								
Title:	Date:								