



Freehold Regional High School District

Goods and Services

Bid Specifications
&
General Requirements
For

STUDENT TRANSPORTATION ROUTES

Bid No: 14-8002

Wednesday, July 10, 2013

Bid Opening Date

10:00 A.M.

Bid Opening Time

Mr. Sean Boyce

Assistant Superintendent for Business Administration
Board Secretary
Purchasing Agent

FREEHOLD REGIONAL HIGH SCHOOL DISTRICT

REQUEST FOR BIDS

Bid Advertisement

The Board of Education of the Freehold Regional High School District hereby advertises for competitive bids in accordance with N.J.S.A. 18A:18A-21(a,b) for the School Year 2013-14:

Bid No. 14-8002 Student Transportation Routes

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

Mrs. Deborah Clark
Freehold Regional High School District
Administration Building
11 Pine Street
Englishtown, NJ 07726
E mail dclark@frhsd.com

or by visiting our webpage at: www.frhsd.com

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

Title: **STUDENT TRANSPORTATION ROUTES**
Bid No.: **14-8002**
Name and Address of the Bidder

and delivered to the Business Office of the Freehold Regional High School District on or before

Date: **Wednesday, July 10, 2013**
Time: **10:00 A.M.**

The bid opening process will begin on the above date and time. No bids shall be received after the time designated in the advertisement. (N.J.S.A. 18A:18A-21(b)).

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 Freehold Regional High School District, for ten percent (10%) of the amount of the total bid, however, not to exceed \$20,000.

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

A Non-Collusion Affidavit and a Contractor Questionnaire/Certification also must be filed with the bid. The bid package will also include other documents that must be completed and returned with the bid. Failure to comply with the 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 their 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-2(s), (t), (x), (y), 18A:18A-4(a), 18A:18A-22, 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 Freehold Regional High School District.

Sean Boyce, Assistant Superintendent for
Business Administration/Board Secretary

ETHICS IN PURCHASING

Statement to Vendors

School District Responsibility

It is the desire of the Freehold Regional High School District ("Board") 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 shall be based upon the 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 Freehold Regional High School District.

Vendor Responsibility

Any vendor doing business or proposing to do business with the Freehold Regional High School District, shall neither pay, offer to pay, either directly or indirectly, any fee, commission, or compensation, nor offer any gift, gratuity, or other item of value of any kind to any official or employee of the Freehold Regional High 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 Freehold Regional High 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 Freehold Regional High 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 Freehold Regional High School District.

Mr. Sean Boyce

Assistant Superintendent for
Business Administration/Board Secretary

FREEHOLD REGIONAL HIGH SCHOOL DISTRICT

Business Office

11 Pine Street

Englishtown, New Jersey 07726

ADVISORY INFORMATION FOR BIDDERS

1. **PROMPTNESS OF BID SUBMITTAL**

It is the responsibility of the bidder to ensure that their bid is presented at the District's Business Office before the date and time fixed for closure of the bid period. This will occur promptly for this bid on **Wednesday, July 10, 2013 @ 10:00 A.M.** No extensions or exceptions will be made. The Business Office is open Monday through Friday from 8:00 am – 4:00 pm according to the school calendar and 8:00 am – 3:00 pm during the summer months.

2. **UPS / FED EX / AND OTHER EXPRESS DELIVERY SERVICES**

Deliveries of this type are usually made from 10:00 a.m. on. These items are delivered only to the receptionist at the main building entrance. The receptionist then calls the various departments with a request to pick up their items. There may be some delay in getting bids to the Business Office.

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

FREEHOLD REGIONAL HIGH SCHOOL DISTRICT
Business Office
11 Pine Street
Englishtown, New Jersey 07726

BID CHECKLIST

A. Documents to be Returned with Bid

1. Affirmative Action Questionnaire or Affirmative Action Evidence stapled to Questionnaire
2. Bid Proposal Form
3. Non-Collusion Affidavit
4. Stockholders'/Partnership Disclosure Affidavit, and Ownership Declaration
5. Bid Guarantee (Bid Bond, Cashier's Check, or Certified Check) (*Only if Required*)
6. Certificate (Consent) from Surety (*Only if Required*)
7. Contractor/Vendor Questionnaire / Certification
8. New Jersey Business Registration Certificate and IRS W-9 form
9. Bidder Comment Form – Optional
10. Omnibus Transportation Employee Testing Act Compliance Assurance
11. Acknowledgement of Addenda (*If applicable*)
12. Chapter 271 Political Contribution Disclosure Form
13. Disclosure of Investment Activities in Iran

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 Business Office 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? 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.

Mr. Sean Boyce, Assistant Superintendent for Business Administration/
Board Secretary/Purchasing Agent

FREEHOLD REGIONAL HIGH SCHOOL DISTRICT

Business Office

11 Pine Street

Englishtown, New Jersey 07726

**GENERAL
SPECIFICATIONS**

Mr. Sean Boyce

Assistant Superintendent for

Business Administration

Board Secretary

Purchasing Agent

FREEHOLD REGIONAL HIGH SCHOOL DISTRICT

*Business Office
11 Pine Street
Englishtown, New Jersey 07726*

STUDENT TRANSPORTATION ROUTES

INSTRUCTIONS TO BIDDERS

1. BIDS ARE

TO BE RETURNED TO:

Mr. Sean Boyce, Board Secretary,
Assistant Superintendent for Business Administration
Freehold Regional High School District
Business Office
11 Pine Street
Englishtown, New Jersey 07726

BY: **10:00 A.M.** PREVAILING TIME

ON: **Wednesday, July 10, 2013**

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 :	Freehold Regional HS District
Bid Number:	14-8002
Project:	STUDENT TRANSPORTATION ROUTES
Bid Date:	Wednesday, July 10, 2013
Bid Time:	10:00 A.M.
Bidder :	<i>Name of Company</i>
	<i>Address</i>
	<i>City, State Zip</i>

3. BID OPENING

All bids will be publicly opened in the Board of Education meeting room (First Floor), and read aloud beginning at **10:00 A.M. on Wednesday, July 10, 2013**. 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 Purchasing Agent after the advertised bid date and time. (N.J.S.A 18A:18A-21(b))

4. AFFIRMATIVE ACTION REQUIREMENTS

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

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

Please note: A completed and signed Affirmative Action Questionnaire is required with submission of bid. However, the Board will accept in lieu of the Questionnaire, Affirmative Action Evidence stapled to the Affirmative Action Questionnaire form.

“If awarded a contract your company/firm will be required to comply with the requirements of N.J.S.A. 10:5-31 et. seq. and N.J.A.C. 17:27 et. seq.

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.

6. ARBITRATION

All matters in dispute other than those set forth above shall be submitted to arbitration at the request of either party to the dispute and the decision of the arbitrators shall be final and conclusive.

Any demand for arbitration shall be made within a reasonable time after the dispute has arisen but in no case shall the demand be made later than the time of final payment.

7. 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 check or certified check for ten percent (10%) of the amount of the annual contract, but not to exceed \$20,000. This guarantee shall be made payable to the Freehold Regional High School District. 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 Freehold Regional High School District.

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

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

All bid bonds submitted must be signed and witnessed with original signatures. The Board will not accept facsimile or rubber stamp signatures on the bid bond. Failure to sign the bid bond by either the Surety or Principal shall be deemed cause for disqualification of the bid. The Attorney-in-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the Power of Attorney.

The Freehold Regional High School District 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 Freehold Regional High School District will only accept performance bonds from surety companies that are licensed and qualified to do business in the State of New Jersey.

8. 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.

9. BID PRICES

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

10. BID PROPOSAL FORM

All bids are to be written in by typewriter or ink in a legible manner on the official Bid Proposal Form. Any bid price showing any erasure or alteration must be initialed by the bidder in 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 signed by an authorized representative of the company in the appropriate space provided at the bottom 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 make changes on the Bid Proposal Form, except as noted above for initialed clerical mistakes, it shall be cause to disqualify that particular bid as non-responsive N.J.S.A. 18A:18A-2(y).

By submitting a proposal, the bidder pledges 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 there under, 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.

11. 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 prebid meeting, or in writing to the Architect or Purchasing Agent through the question process outlined in the Instructions to Bidders. Such inquiries will have response issued by addendum only, and the resulting decision circulated to all bidders of record.

12. BIDDER'S RESPONSIBILITY FOR BID SUBMITTAL

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

13. 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 perform the following:

a. On the Bid Proposal Form, write in ink next to the item requested, the bidder's substitute item, including brand name, model number and full description of item. This is the only change to the Bid Proposal Form the Board will accept.

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. Accompanying 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. Failure to provide a sample item or literature about substitute bids 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.

14. 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 with the bid package may 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.

Construction 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 and suppliers to submit proof of business registration to the contractor; **2)** subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file; **3)** prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors and suppliers or attest that none was used; and, **4)** during the term of this contract, the contractor and its affiliates shall collect and remit and shall notify all subcontractors and their affiliates that they must collect and remit, to the Director, 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 or 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 copy not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements are available by calling (609) 292-9292.

15. 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.

16. 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. Contractor is to obtain local municipal building permit and pay for same. Contractor is to abide by local inspection requirement.

17. CONTRACTS

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

The contract shall be awarded, if at all, to the lowest responsible bidder as determined by the Board of Education. The Board of Education reserves the right to reject any or all bids pursuant to N.J.S.A. 18A:18A-2(s), (t), (x), (y), 18A:18A-4(a), 18A:18A-22, and to waive any informalities and to take such alternates that the Board feels are in the best interests of the Board. The Board may at its option accept the lowest bid on each item and split awards among the various bidders who submit the lowest responsible bids. Further, the Board may at its option accept any quantity of each item at the price bid depending on need. Pursuant to N.J.S.A. 18A:18A-36 the Freehold Regional High School District shall award the contract or reject all bids within sixty (60) days, noting the exception highlighted in the law.

B. Equal Prices

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

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

Upon notification of award of contract by the Freehold Regional High School District, 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 Freehold Regional High School District Purchase Order will constitute a contractual agreement.

When a formal contract is required the successful bidder shall sign and execute said contract and return said contract along with the following:

1. Performance Bond in the total amount of the contract (**if required**)
2. Insurance Certificate with the Freehold Regional High School District listed 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 shall be returned to:

Mr. Sean Boyce
Freehold Regional High School District
Business Office
11 Pine Street
Englishtown, New Jersey 07726

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 Freehold Regional High School District. 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 Assistant Superintendent for Business Administration/Board Secretary may negotiate terms for a renewal of contract proposal and present such negotiated proposal to the Board of Education. All multi-year contracts and renewals are subject to the availability and appropriation annually of sufficient funds as may be needed to meet the extended obligation.

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

E. Term of Contract

The successful bidder, to whom the contract is awarded, will be required to 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.

F. 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.

18. DELETION OF BIDDERS FROM BIDDERS LIST

The Freehold Regional High School District will delete the name of vendors from the Board's list of bidders if on three (3) occasions the vendor does not respond to a request for bids. A letter from the vendors stating "no bid" will not be considered as a "no response to bid."

19. 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 Freehold Regional High School District 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

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

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, and assemble items to determine good working order and remove all debris to the satisfaction of the Freehold Regional High School District.

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 Freehold Regional High School District 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.

20. 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 the Purchasing Agent at (732-792-7300) 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. 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
- Non Collusion Affidavit
- Stockholders' Disclosure/ Ownership Declaration
- Contractor/Vendor Questionnaire and Certification
- Acknowledgement of Addenda
- Chapter 271 – Political Contribution Disclosure Form

*Please check your bid package for these forms.

21. 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.

22. 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.

23. 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.

24. 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
\$1,000,000. Personal Injury
\$1,000,000. Each Occurrence
\$50,000. Fire Damage
\$5,000. Medical Expense

Important

- a. The contractor must present to the Board of Education an insurance certificate in the above types and amounts before any work or service begins.
- b. Automobile liability insurance shall be included to cover any vehicle used by the insured.
- c. The contractor must include the following clause on the insurance certificate.

“Freehold Regional High School District is named as an additional insured”

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.

25. 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	\$500,000. Each Accident
Bodily Injury by Disease	\$500,000. Policy Limit
Bodily Injury by Disease	\$500,000. Each Employee
Contract Liability	Same as General Liability
Automobile Liability	\$1,000,000 Per Occurrence

26. 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 and 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.

27. LIABILITY – COPYRIGHT

The contractor (vendor) shall hold and save the Freehold Regional High School District, its officials and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or non-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of his contract.

28. 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.

29. NON-COLLUSION AFFIDAVIT

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

30. 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
- 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 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.

Payment, prompt (Optional Discount)

The Board of Education may request in the General Specifications of this bid, a prompt payment discount. If so offered by the Board, vendors and contractors at their option may request prompt payment by offering to the Board a percentage (%) discount deduction from the total amount of the contract (order).

If the Board of Education accepts the percentage (%) discount offered by the vendor/contractor it shall pay the vendor/contractor the total contract amount minus the percentage (%) discount within twenty-one (21) days. If the Board is unable to meet the twenty-one (21) day deadline the discount will not be deducted from the total contract order amount.

The twenty-one (21) day period begins with the receipt of all goods ordered or services rendered to the complete satisfaction of the Board, provided the Board of Education receives the appropriate documentation including but not limited to:

- | | |
|----------------------------|---|
| • Signed voucher by vendor | • Invoices |
| • Packing Slips | • Certification of completion of project by Buildings and Grounds |

Example:

Contract Order	\$ 52,000.00
Prompt Payment Discount 8%	-4,160.00
Prompt Payment	\$47,840.00

Please note:

The prompt payment clause, because it is an option by both the vendor and the Board, shall not be a factor in determining the lowest responsible bid.

31. POLITICAL CONTRIBUTIONS DISCLOSURE – REQUIREMENTS

Pursuant to N.J.A.C. 6A:23A-6-3 (a1-4) please note the following:

Award of Contract -- Reportable Contributions -- N.J.A.C. 6A:23A-6.3 (a2)

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

Contributions During Term of Contract – Prohibited -- N.J.A.C. 6A:23A-6.3 (a2,3)

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

“When a business entity referred in 4.1(e) is a natural person, contribution by that person's spouse or child that resides therewith, shall be deemed to be a contribution by the business entity. When a

business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.”

Chapter 271 Political Contribution Disclosure Form – Required -- N.J.A.C. 6A:23A-6.3 (a4)

All bidders shall submit with their bid package a completed and signed Chapter 271 Political Contribution Disclosure Form. The Chapter 271 form will be reviewed by the district to determine whether the vendor is in compliance with the aforementioned N.J.A.C. 6A:23A-6.3 (a2) Award of Contract.

32. 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.

33. 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.

34. QUALIFICATION OF BIDDERS - Contractor Questionnaire Certification Form

The Freehold Regional High School District 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.

35. 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

36. SAMPLES

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.

37. 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.

38. 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 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 Freehold Regional High School District shall only pay the prime contractor. It is the sole responsibility of the prime contractor to ensure that all subcontractors are paid. The Freehold Regional High School District 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.

39. 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 Freehold Regional High School District. Contractors may not use the Board's tax exempt status to purchase supplies, materials, service or equipment.

40. 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.

41. 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 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.



FREEHOLD REGIONAL HIGH SCHOOL DISTRICT

Business Office

11 Pine Street

Englishtown, New Jersey 07726

**TECHNICAL
SPECIFICATIONS**

Mr. Sean Boyce

Assistant Superintendent for Business Administration

Board Secretary

Purchasing Agent

FREEHOLD REGIONAL HIGH SCHOOL DISTRICT

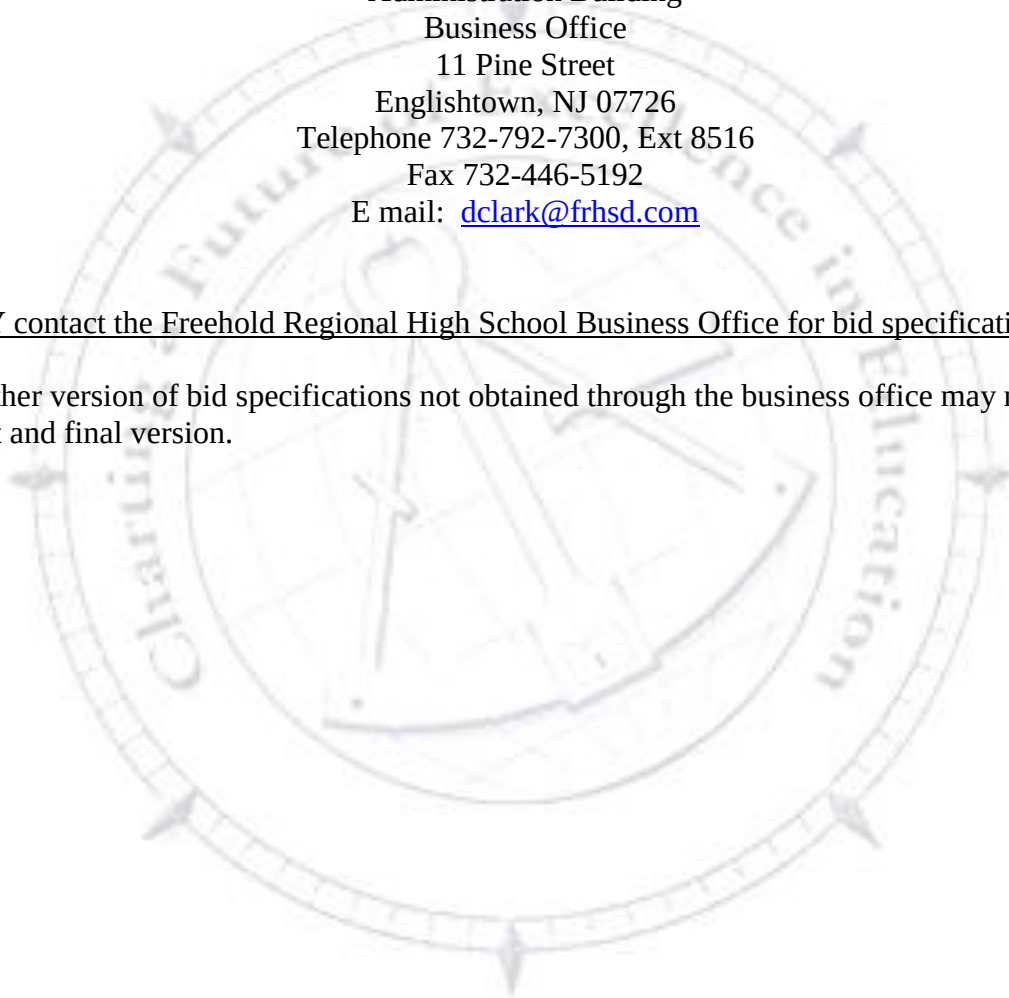
*Business Office
11 Pine Street
Englishtown, New Jersey 07726*

For technical specifications or any questions please contact:

Mrs. Deborah Clark
Freehold Regional High School District
Administration Building
Business Office
11 Pine Street
Englishtown, NJ 07726
Telephone 732-792-7300, Ext 8516
Fax 732-446-5192
E mail: dclark@frhsd.com

ONLY contact the Freehold Regional High School Business Office for bid specifications.

Any other version of bid specifications not obtained through the business office may not be the correct and final version.



SPECIFICATIONS FOR STUDENT TRANSPORTATION SERVICES TO AND FROM SCHOOL

FREEHOLD REGIONAL HIGH SCHOOL DISTRICT BOARD OF EDUCATION

2013/2014 School Year

GENERAL PROVISIONS

1. The term of the contract shall, in general, be from September 1 through June 30 according to the school calendar. Student transportation contracts are deemed to include all the rules and procedures pertaining to student transportation though not expressly stated.
2. It is the intent of the Board of Education to award a contract for transportation as soon as possible after the date set for the opening of bids and to require the successful contractor to provide transportation in accordance with the school calendar. The school calendar, copy attached, is part of these specifications and of the contract.
3. 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.
4. As authorized by the district board of education, only enrolled eligible public and private school students, adults serving as chaperones or school personnel shall be transported. The vehicle(s) assigned to the routes specified herein shall not be utilized for other purposes during the time periods designated by the route descriptions.
5. Vehicle(s) shall arrive and/or depart the assigned school(s) as indicated on the enclosed route descriptions.
6. No transportation contract shall be subcontracted without the prior written approval of the board of education.

VEHICLES

1. Transportation equipment shall be properly registered by the Motor Vehicle Commission, meet all current specifications in accordance with Federal and State law, the rules of the State Board of Education, and any additional specifications of this district's board of education.
2. All vehicles shall be systematically inspected twice within the year and display a school bus certification inspection sticker to ensure that such vehicles and equipment are in safe and proper operating condition.
3. The contractor shall provide and maintain an adequate number of school buses, including spares, to safely transport any and all students assigned to the routes contained in this bid and to assure uninterrupted service in the event of mechanical breakdown.
4. Seat Belts. All vehicles shall be equipped with seat belts as required by State Law. Driver shall inform students daily to wear their seat belts.
5. The School District retains the right to inspect the school buses and all other vehicles at reasonable times by all reasonable means to insure safety compliance.
6. Smoking is not permitted on any buses that are used for Freehold Regional High School District Public Schools, Non-Public or Special Education Routes.

7. All vehicles will be assigned Route Numbers for identification purposes. During the entire time of the contract, all vehicles will have route numbers clearly visible on the sign(s) provided by the Freehold Regional High School District Board of Education. The signs shall be placed in the right side, second window and must be displayed at all times. No more than one 8 ½ x 11-inch sign may be displayed at a time. Only one route number, the number of the route presently being run, may be displayed at a time.
8. An identification list of vehicles being used in the school district must be provided to the Freehold Regional High School District Transportation Supervisor. This list should include vehicle registration number, make, model and year of vehicle. Submittal date to the district is August 31.
9. Each school bus driver is required to complete a daily condition report and submit it to the school district upon request.

ACCIDENT REPORTING

1. Contractors shall ensure that every school bus driver will immediately inform the principal of the receiving school following an accident which involves an injury, death, or property damage. In addition to the principal, the school business administrator must be informed of each accident which involves an injury, death, or property damage. The driver must complete and file the accident report as prescribed by the Commissioner of Education and deliver it to the principal of the receiving school by the conclusion of the next working day. The driver must also complete and file a motor vehicle report in accordance with *N.J.S.A. 39-4:130*.
2. The contractor is to immediately send out a replacement bus, and except in the event of an accident, transfer the students in safe and timely manner and continue the route.
3. Contractor will be responsible to notify the Freehold Regional High School District Transportation Supervisor immediately when an accident of any type occurs.
 - (a) The bus driver involved in the accident will be responsible to report to the Freehold Regional High School District Transportation Supervisor with a copy of the official police report, and a copy of the official New Jersey State Accident report detailing all pertinent information.

DRIVERS/AIDES

1. The driver shall be a reliable person of good character who shall possess the qualifications and communication skills necessary to perform the duties of the position, and comply with the rules set forth for drivers in all federal, state and local regulations including, but not limited to, the Omnibus Transportation Employee Testing Act, *N.J.S.A. 18A:39-17* through 20 (background check), and tuberculosis testing.
2. If a student assigned to a special education route is not present at the assigned bus stop for three consecutive days, the contractor shall report this absence to the district transportation supervisor.
3. The bus driver shall be in full charge of the school bus at all times and will be required to report unmanageable students to the district transportation supervisor and principal of the receiving school on the district prescribed incident/discipline form.
4. A bus aide assigned to a route awarded by this bid shall be a reliable person of good character who shall possess the qualifications and communication skills necessary to perform the duties of the position, and comply with the criminal background check and tuberculosis testing as prescribed by law.

5. Bus aides will 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.
6. If, in the judgment of the Board of Education, any driver or aide assigned to a vehicle operating under a contract awarded by this bid shall be deemed to be an unsuitable person for their position because of lack of skills necessary to perform their duties, inability to control students, 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.
7. The drivers must be able to speak and write effectively (must be fluent in English) with students in order to keep an orderly bus at all times. This is necessary to be able to respond to emergencies, manage the bus and passengers, and maintain order on the bus. If the driver is not fluent in English both written and verbal, the contractor shall provide at their own expense an interpreter on the bus at all times.
8. Drivers are required to drive their assigned routes at least twice, once in the AM and once in the PM during actual route times, prior to the opening of school to familiarize themselves with the route. It is the Bidders responsibility to see that the drivers meet this requirement. The practice runs are to driven the 2 weeks before school begins. The contractors are to confirm this in writing prior to the opening of the New School Year with the Transportation Supervisor. The contractors are then to forward to the Transportation Supervisor a copy of the routes with turn for turn directions, start time for first pick up on the route, and modifications in the pick up and drop off times.
9. Cell Phone: Usage is for Emergency **ONLY**. Bus Drivers are to pull safely over to the side of the road in order to use their phone. Texting is also prohibited at all times.
10. Drivers shall obey the posted speed limits at all times, taking special care to adjust for speed bumps and the weather conditions.
11. Both regular and substitute drivers and attendants shall be assigned as consistently as possible to the same bus run for the purpose of route familiarization and pupil control. It is the express desire of the School District that the rate of turnover be minimal.
12. The Freehold Regional High School District requires Photo Identification on I.D. Badge for all Bus Drivers and Aides. The badge must state the employee's vendor's name, have a photo of the employee, and be worn while performing job duties for the school district. This requirement also applies to substitute's drivers and aides. If no Badge is available, a photo I.D. must be available and presented upon request. A date will be provided to have this completed.

COUNTY SUPERINTENDENT APPROVAL

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

EMERGENCY PROVISIONS

1. In the event the school is closed due to inclement weather or other emergencies, the contractor shall be notified as soon as possible by the public school authorities providing transportation. Contractors are advised to listen to school closing announcements broadcast over the local networks.

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

BREACH OF CONTRACT/PENALTIES

1. In the event the contractor fails to provide service in accordance with these specifications and stated requirements, the contractor shall be considered in breach of contract. Cancellation of the contract and/or enforcement of contractor's performance bond may result.
2. In the event the contractor fails to provide service in accordance with these specifications and stated requirements, the contractor will be considered in default of contract and subject to a per diem penalty deduction based on a 180 day school year as follows:

A. Tardiness without good cause or notification	D. Per diem cost of contract for each morning or afternoon trip based on a minimum 180 day school year
B. Driver/Contractor failure to pick up all pupils assigned to a route or missing stops	E. Per diem cost of contract for each morning or afternoon trip based on a 180 days school year
C. Failure to operate either morning and/or afternoon or route afternoon trip	F. Per diem cost of contract x 1-1/2 for each morning based on a minimum 180- day school year

3. At the discretion of the District we reserve the right to enforce these penalties. If the contractor is to be late, you must notify the Transportation Supervisor so we will note the time, date, and route number.
4. Continued contractual defaults by the contractor will be sufficient cause for the Board of Education to seek enforcement of Contractor's Performance Bond and/or cancellation of the contract, at the Board of Education's discretion. Examples of good cause are limited to the following: vehicle breakdowns, inclement weather, and delays due to traffic.

TRAINING PROGRAMS

1. The contractor will ensure that drivers and aides are properly trained to perform their duties.
2. The contractor shall administer a safety education program for all permanent and substitute drivers and bus aides. A listing of training/safety programs will be provided prior to the start of the school year to the district.
3. Drivers and aides are required to participate in scheduled school bus evacuation drills.
4. Attend Driver orientation prior to the opening of school with the Freehold Regional High School District. The date shall be Tuesday, September 3, 2013 9:30 AM. Location TBD

ROUTES

1. Within 10 days of the start of the contract, the contractor shall submit to the district board of education a description of the actual streets traveled for routes for the transportation of special education students for which the streets to be traveled are not described by the board of education on the route description contained in the bid.
2. The Routes will be run the way that they are stated on the Route sheets. Any and all changes made to the routes must be approved by the Transportation Supervisor.

3. No route package may be changed, combined, or switched with any other route without the written consent of the district.
4. The route times noted are in accordance with the published calendars issued by the Board of Education. However, it should be noted that the schools might alter their schedules by early dismissals and/or additional arrivals and dismissals during testing periods.
5. If a bus is going to be more than 10 minutes late for then the 10-minute window allowed for designated stops, the contractor shall contact the Freehold Regional High School District Transportation Department. If the bus is so late that students return to their homes, the contractor will then send another bus to rerun the route.
6. If the bus arrives at a stop earlier than the 10 minute window allowed for designated stops, the driver shall wait at the stop until there is no more than the five (5) minutes before the designated pick up time. This will remain in effect until the Transportation Department provides written notice of any changes to the route.
7. If a student gets on the wrong bus, the contractor will notify his dispatcher and they will notify the Transportation Department. The bus will return the student to the school at the completion of his route.

MODIFICATIONS

1. Any modifications to these specifications after the public advertisement for bids and prior to the scheduled bid opening, will be made known by certified mail to all bidders who requested specifications.
2. The Board of Education reserves the right to make modifications of routes subject to the provisions of the bid and of the rules of the State Board of Education.

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 by providing a certified copy from the testing company provided by the district. (Enclosed)

BACKGROUND CHECK

1. The contractor shall ensure compliance with the requirements of *N.J.S.A. 18A:39-17* through 20 governing criminal history background checks, and shall annually submit documents necessary to obtain the driver abstract records to the county superintendent of schools on or before August 31 or upon employment for new drivers and submit fingerprint clearance letters to the Freehold Regional High School District for these drivers.

TUBERCULOSIS TESTING

1. The contractor shall ensure that all bus drivers and bus aides are tested for tuberculosis infection in compliance with *N.J.A.C. 6A:27-12.1*.

UNSAFE OPERATIONS FORBIDDEN

1. The successful bidder shall not allow any driver to drive a school bus that has been revealed by inspection or operation to be in such condition that its operation would be hazardous or likely to result in a breakdown of the vehicle, nor shall any driver drive a school bus which by reason, its

mechanical condition is so immediately hazardous to operate as to be likely to cause an accident or a breakdown of the vehicle.

2. The contractor must provide proof to the school district that each regular driver and substitute driver working in the Freehold Regional High School District does possess a valid Commercial Motor Vehicle Driver's License noting the proper weight classification and restrictions in correlation with the school bus utilized. It will further be the responsibility of the contractor to keep the Freehold Regional High School District Transportation Supervisor informed of any change of license for his/her drivers. Contract will provide school district with a complete driver list on or before August 31.

AUTHORITY OVER PUPILS

The bus driver shall be in full charge of the school bus at all times and shall be responsible for order. He/she shall never exclude a pupil from the bus, but if unable to manage any pupil, he/she shall report the unmanageable student(s) to the Principal of the school which the student attends.

THE CONTRACTOR

1. The contractor is responsible to make sure that all drivers have route sheets and seating charts on the school bus at all times and that they are kept up-to-date. All pertinent information regarding routes must be clearly identified. There will be absolutely no switching of bus stops! The Freehold Regional High School District Transportation Supervisor will determine all bus stop locations.
2. If a student assigned to a special education route is not present at the assigned bus stop for three consecutive days, the contractor shall report this absence to the district Transportation Supervisor.
3. Seating charts for each route shall be provided by the driver according to *N.J.A.C. 6:21-11.3* paragraph E by the third week of September and submitted to the Board of Education or designee. Seating charts are to be updated as needed throughout the school year.
4. The contractor will provide to the Freehold Regional High School District a list of all drivers and aides working in the district and the Routes they will be doing one week prior to the start of the school year. The contractor will also notify the district when there are any permanent changes on any route to either the driver or the aide.
5. The school district is responsible to organize and conduct emergency exit drills at least twice (2) within the school year for all pupils who ride school buses. The school bus driver is an integral part of the procedure and is required to participate. The contractor will be responsible to comply with the scheduling of evacuation drills as prescribed by the Freehold Regional High School District Transportation Supervisor (**TITLE 6-6:21-11-4**). The contractor will be responsible to provide training for each of his employees in emergency evacuation procedures.
6. The contractor will be responsible to make sure each driver is instructed to run the routes exactly as they are presented to them and at no time are they to make changes, deletions or additional stops or any route unless first directed to do so by the Freehold Regional High School District Transportation Supervisor. Only students listed on the routes or added by the Freehold Regional High School District Transportation Department are to be passengers on the contracted route. The driver shall not permit students from another route to ride on the bus or allow their own or other children to ride on these buses (unless previously approved by the Transportation Supervisor).

7. The contractor shall supply school buses within age requirement(s). The buses to be used must be dated 2001 or newer. The vehicle must conform with the latest motor vehicle regulations established by the State Department of Transportation.
8. Each school bus shall contain a two-way radio in good operating order and have the capability of transmitting messages within a twenty (20) mile radius of the Freehold Regional High School District. Buses used for field trips must have cell phones or radios that cover a large radius. Liquidated damages will be assessed for each day a vehicle without a two-way radio or cell phone is utilized on a district route. Violation of this portion of the specifications shall be considered a breach of contract.
9. 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.
10. The contractor shall maintain constant communication with the Freehold Regional High School District Transportation Supervisor. The contractor or designated employee must be available by telephone at all times during primary transportation hours of:

5:30 AM through 4:30 PM or until the contractors have completed their routes.

11. The contractor is hereby put on notice that routes are subject to change based on student needs and safety. Bus stops may be added to routes as necessary.
12. The vehicle(s) assigned to the routes specified herein shall not be utilized for other purposes during the time periods designed by the route description.
13. One of the objectives of the Freehold Regional High School District Transportation Department is the safety of our pupils. To accomplish this objective, the bidder will have to establish a comprehensive driver-training program and provide the district with a copy of the program on or before September 1.
14. It is the responsibility of the contractor to review the attached detailed bus routes. The following list of items is included on the route description:
 - (a) Route number
 - (b) Beginning morning time
 - (c) Route stop description
 - (d) Arrival time at school
 - (e) Bus load-level 16, 24 or 54 passenger.
15. The successful contractor will have to plan for route time adjustments and stop time adjustments. The contractor will have to allow fifteen (15) minutes prior to the first pick-up of each route in the morning for these adjustments.
16. Contractor is put on notice that schools will operate on half-day schedules, 90 minute delayed openings, weather related and/or emergency closures from time to time; therefore, the contractor is put on notice to obtain monthly school calendars for day of operation.
17. The Bidder agrees to submit a list of tentative certified drivers to the School District at least thirty (30) days before the start of the contractual year. Additionally, the Bidder agrees to furnish N. J. Transmittal Forms or copies of the current Office of Criminal History Review certificates for Non-Criminal Employment Check of Contractual Employees for all personnel involved in the contract including, but not limited, to all drivers and aides.
18. FRHSD provides a Head Bus Driver at all High Schools. They have the authority to direct and implement bus line-ups for dismissal and administer directives to bus drivers.

19. Those routes involving Academy of Allied Health and Science, Biotech, Wall/Communications High School, High technology High School, MAST, and KIVA High School, will be transported according to the Monmouth County Vocational Schools inclement weather schedule.

SCHOOL CANCELLATION OR DELAYED START OF SCHOOL

For route renewal purposes route times may be required to start earlier or later than stated. Some trip packages may be longer or shorter by as much as ten (10) minutes. The bidder will not be eligible for additional fees if the district changes bell times as stated above.

AWARD:

The Freehold Regional High School District Board of Education will award the attached on a per route basis.



FREEHOLD REGIONAL HIGH SCHOOL DISTRICT

Business Office

11 Pine Street

Englishtown, New Jersey 07726

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)).

Mr. Sean Boyce

Assistant Superintendent for Business Administration

Board Secretary

Purchasing Agent

To be completed and signed below.

Return With Bid

AFFIRMATIVE ACTION QUESTIONNAIRE

STUDENT TRANSPORTATION ROUTES

Bid No. 14-8002

Bid Date: Wednesday, July 10, 2013

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 copy of said approval shall be submitted to the Purchasing Agent within five (5) 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 Purchasing Agent within five (5) 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 Purchasing Agent within five (5) working 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

STUDENT TRANSPORTATION ROUTES

Re: Bid Proposal for the Freehold Regional High School District

Bid No. **14-8002**

STATE OF NEW JERSEY)

Bid Date: **Wednesday, July 10, 2013**

:SS:
COUNTY OF)

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 Board of Education of the Freehold Regional High School District 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

STUDENT TRANSPORTATION ROUTES

Re: Bid Proposal for the Freehold Regional High School District

Bid No. **14-8002**

Bid Date: **Wednesday, July 10, 2013**

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

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

No corporation "or partnership" shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any material or supplies, the cost of which is to be paid with or out of any public funds, by the State or any county, municipality or school district, or any subsidiary or agency of the State, or by an authority, board or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid of said corporation or said partnership, there is submitted a statement setting forth the names and all individual partners in the partnership who own a 10% or greater interest therein, as the case may be." If one or more such stockholder "or partner" is itself a corporation "or partnership", the stockholder holding 10% or more of that corporation "or partnership" the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be, continued until names and addresses of every non-corporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, has been listed.

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

Name of Company _____

Address _____

City, State, Zip _____

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

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

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

Signature _____ **Date** _____

(form continued on next page) ➡➡➡

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

To be completed and signed below.

Return With Bid

Contractor/Vendor Questionnaire/Certification

Bid Number **14-8002**

Bid Date: **Wednesday, July 10, 2013**

STUDENT TRANSPORTATION ROUTES

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 Freehold Regional High School District, 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 item of value to any school official, board member or employee of the Freehold Regional High School District.

(form continued on next page) ➡➡➡

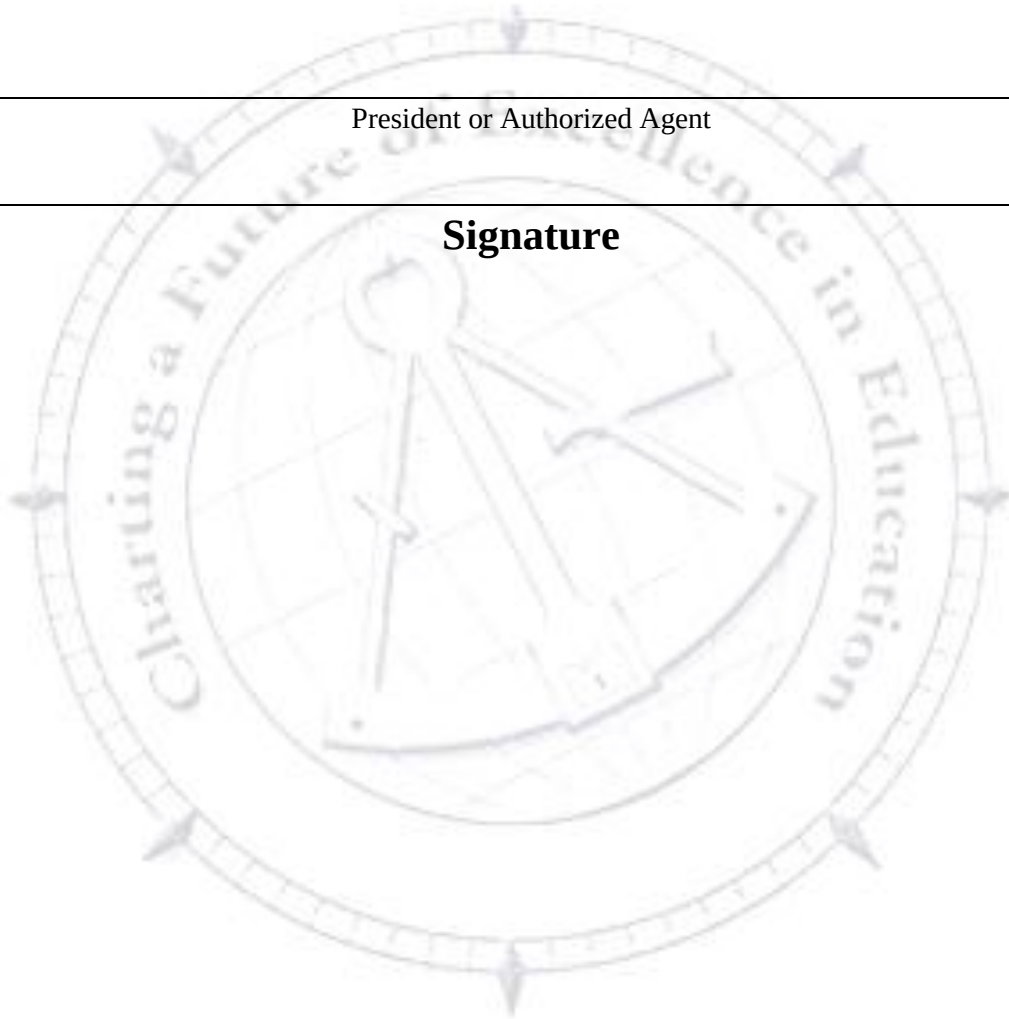
Contractor/Vendor Questionnaire/Certification – (Continued)

I certify that I am not an official or employee of the Freehold Regional High School District.

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 Freehold Regional High School District 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 Freehold Regional High School District will accept this form duly executed by an authorized agent or representative of a Surety Company.

To: The Freehold Regional High School District

Re: _____
Name of Contractor/Vendor

Title of Bid: STUDENT TRANSPORTATION ROUTES

Bid No: 14-8002

Date: Wednesday, July 10, 2013 @ 10:00 A.M.

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
STUDENT TRANSPORTATION ROUTES

Bid No. **14-8002**

Bid Date: **Wednesday, July 10, 2013**

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. Inquiries 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

Acknowledgement of Addenda

Bid Number: **14-8002**

Bid Date: **Wednesday, July 10, 2013**

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** _____

Freehold Regional High School District
Business Office
11 Pine Street
Englishtown, New Jersey 07726

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 _____

STUDENT TRANSPORTATION ROUTES
Bid No: **14-8002**

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 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 therefore, 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:

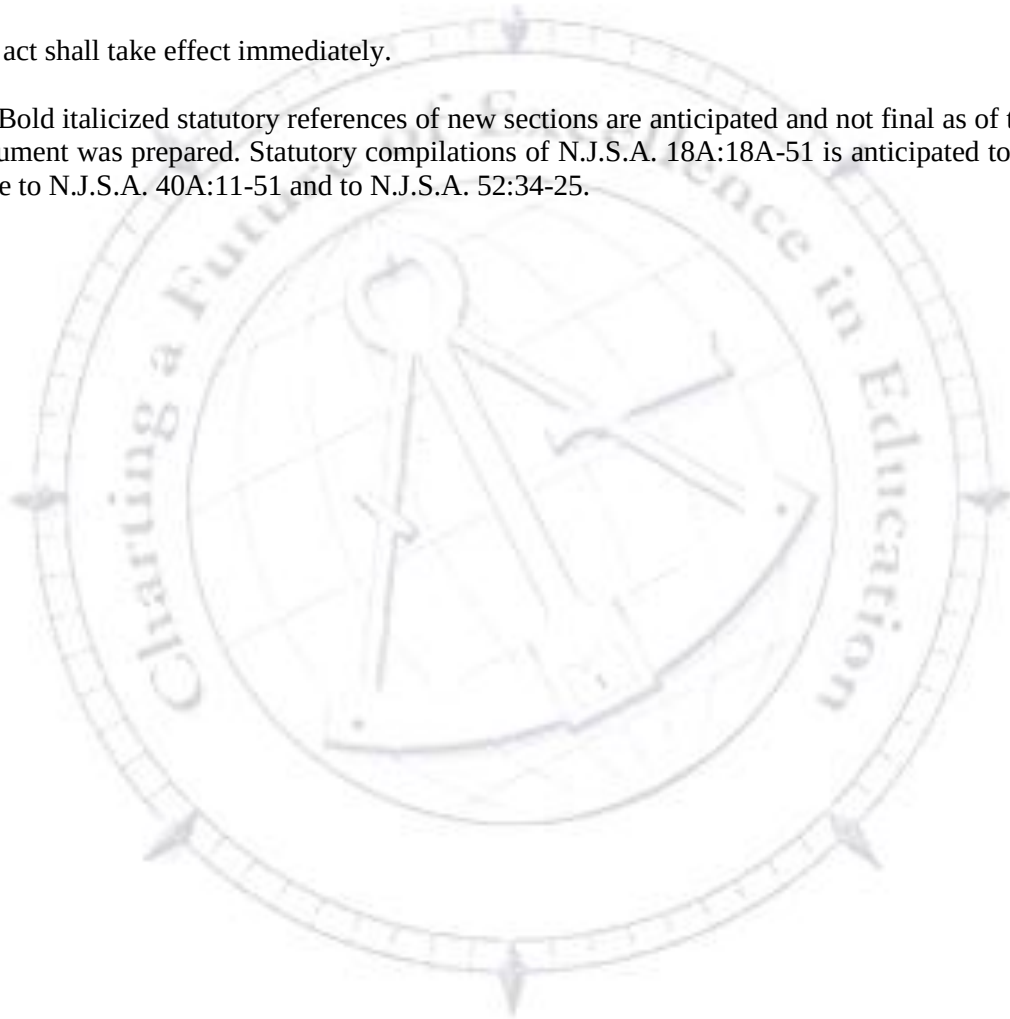
"business entity" means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign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



STATEMENT OF ASSURANCE

OMNIBUS TRANSPORTATION EMPLOYEES TESTING ACT COMPLIANCE

The following firm

_____ is currently under contract

_____ will be contracted with

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

Name of Firm: _____

Address: _____

Contact Person: _____

Telephone: _____

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

Authorized Signature _____

Company Name _____

Address _____

State of New Jersey
Division of Purchase and Property
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

To be completed and signed below.

Return With Bid

Student Transportation Routes

Bid No. 14-8002

Bid Date: Wednesday, July 10, 2013

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 the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this 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 person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to bid/renew:

- ☐ is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, AND
- ☐ is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the Division of Purchase and Property under penalty of perjury. 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 _____
Description of Activities _____ _____	
Duration of Engagement _____	Anticipated Cessation Date _____
Bidder Contact Name _____	Contact Phone Number _____

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

Full Name (Print): _____ Signature: _____

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

The contractor and the Freehold Regional High School District (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.

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not 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, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and 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 personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

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

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

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

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance & EEG as may be requested by the Division 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 Contract Compliance & EEG for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C.17:27.

**BID SPECIFICATIONS FOR THE LABELING OF LIQUID, POWDER AND
GASEOUS SUPPLIES DELIVERED TO
THE FREEHOLD REGIONAL HIGH SCHOOL DISTRICT**

RIGHT TO KNOW

1. All products that you deliver to the Freehold Regional High 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.



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	INAUG. DATE ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. 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:

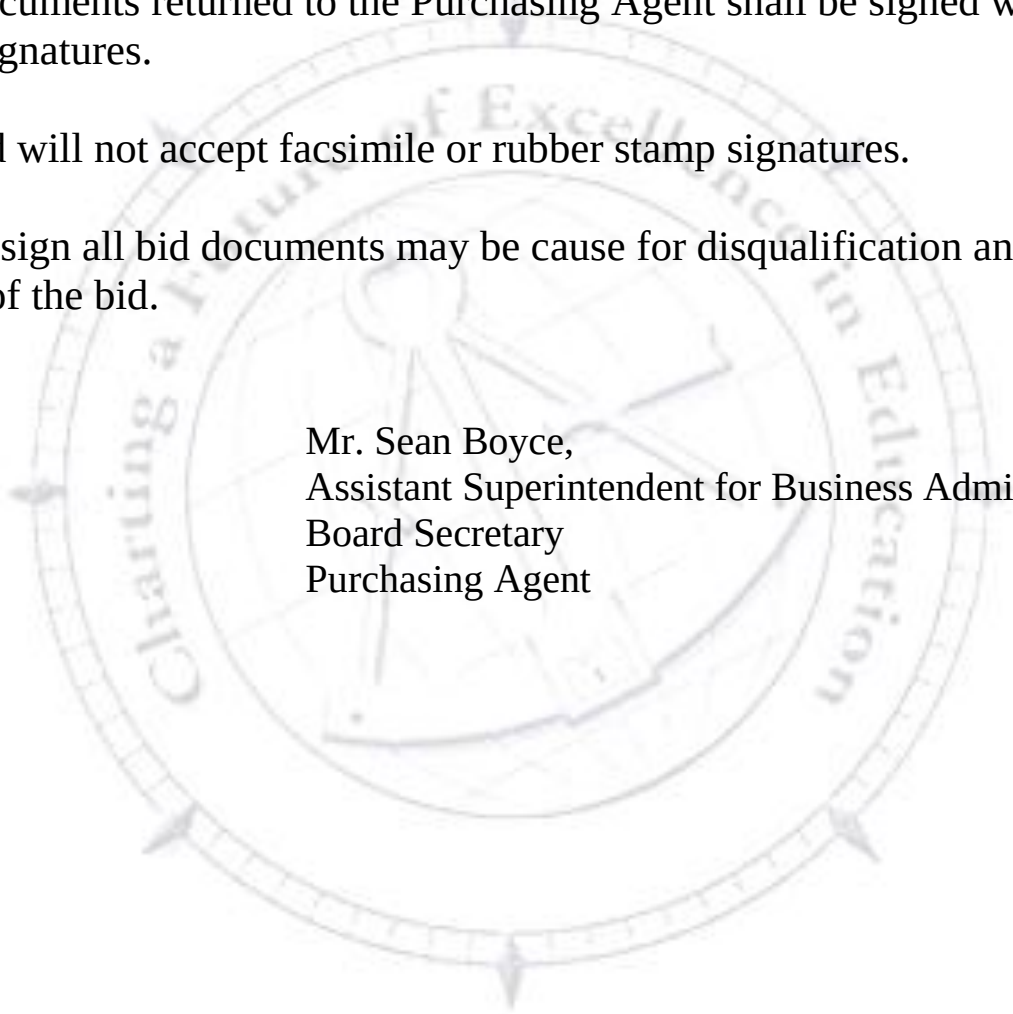
REMINDER

Did you sign all of the bid documents?

All bid documents returned to the Purchasing Agent shall be signed with original signatures.

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.

The seal of the Board of Education is a circular emblem. It features a central anchor with a crossbar. The words "Charting a Future of Excellence in Education" are inscribed around the perimeter of the seal. The seal is rendered in a light, faded purple color.

Mr. Sean Boyce,
Assistant Superintendent for Business Administration
Board Secretary
Purchasing Agent