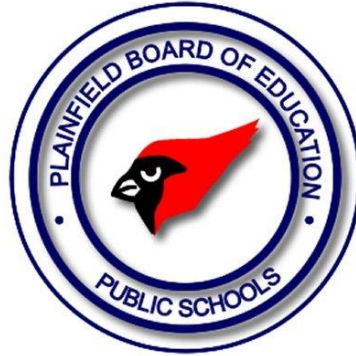


**PLAINFIELD BOARD OF EDUCATION  
PLAINFIELD, NEW JERSEY 07063**



# **Goods and Services**

**Bid Specifications & General Requirements**

## **VEHICLE SERVICE AND REPAIRS**

**Bid No: 2024-05**

**Wednesday, July 12, 2023**

Bid Opening Date

**11:30 a.m.**

Bid Opening Time

**Cameron E. Cox**

Acting School Business Administrator/Board Secretary

**PLAINFIELD BOARD OF EDUCATION  
PLAINFIELD, NEW JERSEY 07063**

**REQUEST FOR BIDS**

**BID ADVERTISEMENT**

The Plainfield Board of Education hereby advertises for competitive bids in accordance with N.J.S.A. 18A:18A-21

**BID NO. 2024-05                      VEHICLE SERVICE AND REPAIRS**

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

**Cameron E. Cox**  
Acting School Business Administrator/Board Secretary  
Plainfield Board of Education  
1200 Myrtle Avenue  
Plainfield, New Jersey 07063  
Email [purchasing@plainfield.k12.nj.us](mailto:purchasing@plainfield.k12.nj.us)

Bids must be submitted in a sealed envelope and delivered to the Office of the Acting School Business Administrator/Board Secretary of Plainfield Board of Education *on or before* the date and time indicated below. The envelope is to bear the following information:

Title:                                      Vehicle Service and Repairs  
Bid No.:                                    2024-05  
Name and Address of the Bidder  
Bid Date:                                 Wednesday, July 12, 2023  
Bid Opening Time:                    11:30 a.m.

Location of Bid Opening;

PLAINFIELD BOARD OF EDUCATION  
1200 Myrtle Avenue  
Plainfield, New Jersey 07063

The bid opening process will begin on the above-advertised date and time at the Plainfield Board of Education, 1200 Myrtle Avenue, Plainfield, New Jersey 07063. Bids may also be submitted to the Acting School Business Administrator/Board Secretary or his designee at the bid opening meeting, prior to the advertised date and time. On the advertised date and time, the Acting School Business Administrator/Board Secretary shall publicly receive and open all bids.

No bids shall be received after the time designated in the advertisement. (N.J.S.A. 18A:18A-21(b)).

At this time, the District does not accept electronic (e-mail) submissions of bids.

“Bidders are 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.”

Statement of Ownership Requirement: Pursuant to N.J.S.A. 52:25-24.2, Bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership.

A Non-Collusion Affidavit and a Contractor Questionnaire/Certification also must be filed with the bid. The bid package will also include other documents that must be completed and returned with the bid. Failure to comply with Instructions to Bidders and to complete and submit all required forms may be cause for disqualification and rejection of the bid.

The Board of Education reserves the right to reject any bids as being non-responsive pursuant to N.J.S.A. 18A:18A-2 (y), or all bids as per N.J.S.A. 18A:18A-22. The Board may waive any informalities or non-material exceptions, that may be in the best interest of the Board.

**Cameron E. Cox**  
**Acting School Business Administrator/Board Secretary**

# **Standards of Conduct; Conflicts of Interests**

## **Ethics in Purchasing**

The PLAINFIELD BOARD OF EDUCATION hereby establishes the following Standard of Conduct; Conflict of Interests in the selection, award, and administration of contracts using federal funds.

### **Conflict of Interest**

No employee, officer, or agent of the District may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

### **Financial Interest; Involvement in Contracts**

No person officially connected or employed with, the Board shall be an agent for, or be in any way pecuniarily or beneficially interested in, or receive any compensation or reward of any kind for, the sale of any textbooks, school apparatus or supplies of any kind, for use in the school district with which he is connected or by which he is employed or within the state or part thereof over which his jurisdiction extends, upon penalty of removal from office or of revocation of his certificate to teach or to administer, direct or supervise the teaching, instruction or educational guidance of pupils in the public schools, but the prohibition of this section shall not prevent any person from receiving royalties upon the sale of any textbook of which he is the author. N.J.S.A. 18A:6-8

No school official shall act in his official capacity in any matter where he, a member of his immediate family, or a business organization in which he has an interest, has a direct or indirect financial involvement that might reasonably be expected to impair his objectivity or independence of judgment.

No school official shall act in his official capacity in any matter where he or a member of his immediate family has a personal involvement that is or creates some benefit to the school official or member of his immediate family. N.J.S.A. 18A:12-24 (c)

### **Solicitation/Receipt/Acceptance of Gifts and Gratuities from Contractors**

The officers, employees, and agents of the Board may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

Board members, school officials and employees, or members of their immediate family are prohibited from soliciting, receiving or agreeing to receive any compensation, reward, employment, gift, meal, honorarium, travel, reimbursement, favor, loan, service, or other things of value from any person, firm, corporation, partnership, or business that is a recipient of a purchase order from the district, or a potential bidder, or an applicant for any contract with the district, based upon an understanding that what is solicited or offered was for the purpose of influencing the board member or school employee in the discharge of their official duties. N.J.S.A. 18A:12-24 (e).

**Contractor/Vendor Responsibility – Doing Business with the Board of Education**

Any vendor doing business or proposing to do business with the Board, shall neither pay, offer to pay, either directly or indirectly, any fee, commission, or compensation, nor offer any gift, gratuity, or other things of value of any kind to any official or employee of the Board or 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 Board, in any manner which might tend to impair the objectivity or independence of judgment of said official or employee.

**Disciplinary Actions for Violations of Standards**

Officers, employees, and agents of the Board who violate the standards of conduct, shall be subject to administrative disciplinary actions which may lead to suspension of employment; removal of office and revocation of his certificate to teach or administer in the State of New Jersey.

**Disclosure of Fraudulent Activities**

The Board of Education will disclose all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award pursuant to Uniform Grant Guidance, 2 CFR 200.113. Such disclosures must occur in a timely manner and be submitted in writing to the United States Department of Education or the New Jersey Department of Education.

The Standard of Conduct; Conflict of Interest policy and procedures pertains to all purchases made by the District when using Federal Funds.

**PLAINFIELD BOARD OF EDUCATION  
BID CHECKLIST**

**A. Documents to be Returned with Bid**

1. Acknowledgement of Addenda
2. Affirmative Action Questionnaire or Certificate of Employee Information Report
3. Assurance of Compliance
4. Bid Guarantee (Bid Bond, Cashier’s Check, or Certified Check) **Not Required!**
5. Bid Proposal Form
6. Chapter 271 Political Contribution Disclosure Form
7. Contractor/Vendor Questionnaire/Certification
8. Non-Collusion Affidavit
9. Statement of Ownership

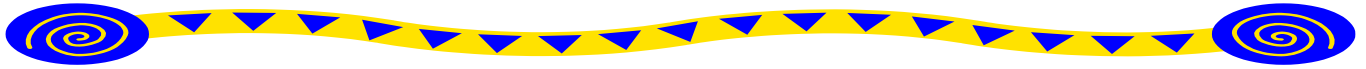
The documents listed above when required, are to be submitted with the bid package. Failure to submit them may be cause for disqualification for being non-responsive pursuant to N.J.S.A. 18A:18A-2(y).

**B. Reminder Checklist**

As a courtesy, the Office of the Acting School Business Administrator/Board Secretary 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.

Item	Yes	No
1. Have you verified your pricing to ensure accuracy?		
2. Have you answered questions fully and accurately?		
3. Have you signed all your documents ( <b>blue ink</b> )? Facsimile, rubber-stamped, electronic, or digital signatures are not acceptable.		
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? Not Required!		
7. Did you correctly address the envelope?		
8. Have you allowed ample time for the bid to reach the Business Office?		

PLAINFIELD BOARD OF EDUCATION



# GENERAL SPECIFICATIONS



**Cameron E. Cox**  
Acting School Business Administrator/Board Secretary

# PLAINFIELD BOARD OF EDUCATION

## VEHICLE SERVICE AND REPAIRS

### INSTRUCTIONS TO BIDDERS

#### BIDS ARE TO BE SUBMITTED TO:

**Cameron E. Cox**  
Acting School Business Administrator/Board Secretary  
Plainfield Board of Education  
1200 Myrtle Avenue  
Plainfield, New Jersey 07063

BY: 11:30 a.m. PREVAILING TIME ON: Wednesday, July 12, 2023

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

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

Title:	Vehicle Service and Repairs
Bid Number:	2024-05
Name and Address of the Bidder	
Bid Opening Date:	Wednesday, July 12, 2023
Bid Opening Time:	11:30 a.m.

Failure to properly label the bid envelope may lead to the rejection of the bid.

#### **BID OPENING MEETING**

All bids will be publicly received and unsealed by the Acting School Business Administrator/Board Secretary in the Board of Education, 1200 Myrtle Avenue, Plainfield, New Jersey 07063, and read beginning at 11:30 a.m. on Wednesday, July 12, 2023. 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 Acting School Business Administrator/Board Secretary prior to the advertised bid date and time. No bids shall be received or accepted by the Board after the advertised bid date and time. (N.J.S.A. 18A:18A:21 (b))



## 1. AFFIRMATIVE ACTION REQUIREMENTS

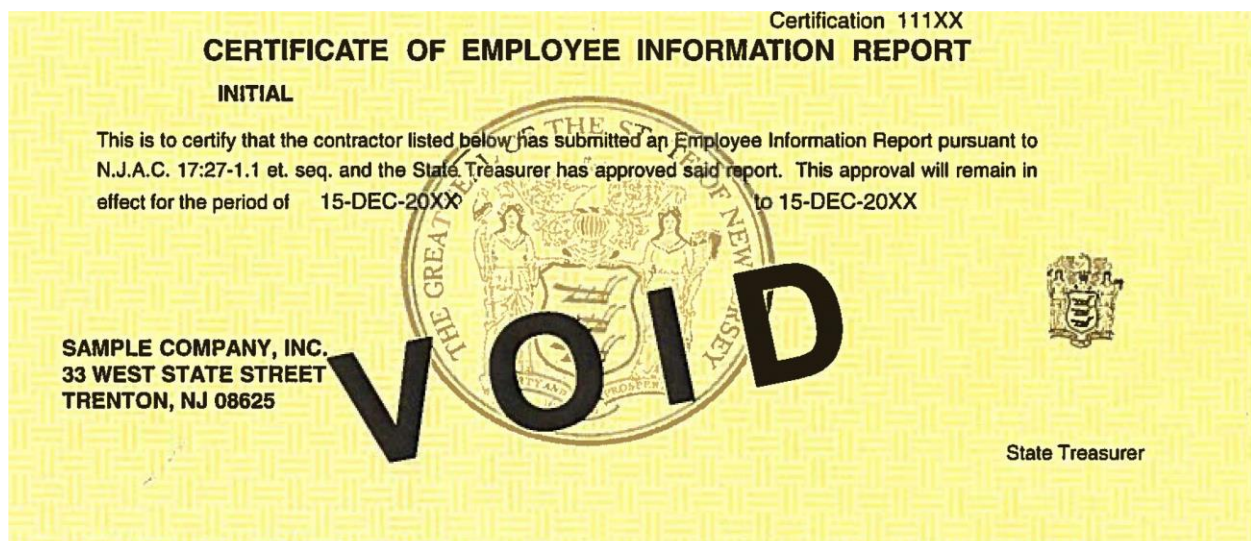
Each company shall submit to the Board after notification of award, but prior to execution of a goods and services contract, one of the following three documents:

- Appropriate evidence that the contractor is operating under an existing federally approved or sanctioned affirmative action program;
- A Certificate of Employee Information Report approval issued in accordance with N.J.A.C.17:27-4; or
- The successful bidder (respondent) shall complete an Employee Information Report, Form AA-302, and submit it to the Division of Purchase and Property Contract Compliance and Audit Unit with a check or money order for \$150.00 made payable to the Treasurer, State of NJ and forward a copy of the form and check/money order to the board of education. Upon submission and review by the Division, the Report shall constitute evidence of compliance with the regulations.

Please note: A completed and signed Affirmative Action Questionnaire is required with the submission of the bid/proposal. However, the Board will accept in place of the Questionnaire, Affirmative Action Evidence in the form of a current Certificate of Employee Information Report submitted with the bid/proposal.

If awarded a contract your company/firm will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq., and the terms and conditions of the Mandatory Equal Employment Opportunity Language—Exhibit A. Vendors and contractors are to adhere to the Requirement for Affirmative Action to Ensure Equal Employment Opportunity in Federal contracts pursuant to Executive Order 11246.

### Sample Certificate of Employee Information Report



All respondents are urged to submit with their response, a copy of their firm's Certificate of Employee Information Report. Failure to submit the Certificate of Employee Information Report or other Affirmative Action evidence prior to the award of the contract will result in the rejection of the bid/proposal.

## **2. ALTERNATIVE DISPUTE RESOLUTION PROCESS**

All disputes relating to the performance of the contract shall be submitted first to non-binding mediation by a single mediator. The mediation shall be held at the Board of Education offices before a single mediator who is mutually acceptable to the parties. The parties shall share the mediator's fees equally. If the dispute is submitted for mediation, the neutral party must demonstrate knowledge of the Public School Contracts Law. The arbitration of claims is expressly excluded under this contract. These alternative dispute resolution practices required by this section shall not apply to disputes concerning the bid solicitation process or the formation of contracts. Nothing shall prevent either party from seeking injunctive or declaratory relief in court at any time.

## **3. 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.

## **4. AMERICAN GOODS (N.J.S.A. 18A:18A-20)**

The District intends to purchase, wherever available, and practical, goods and materials manufactured in the United States.

## **5. ANTI-BULLYING BILL OF RIGHTS—REPORTING OF HARASSMENT, INTIMIDATION, AND BULLYING— CONTRACTED SERVICE**

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

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

## **6. ANTI-DISCRIMINATION PROVISIONS N.J.S.A. 10:2-1**

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

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

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

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

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

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

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

When the Board requests bid prices for supplies, materials, and equipment, the contractor(s) shall agree to guarantee the bid price(s) for a period of ninety (90) days from the date of the award of the contract. The contractor (s) may extend the bid price guarantee through written permission to the Board of Education. Pricing for this bid is guaranteed for one full year.

#### **8. BID PRICES**

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

#### **9. 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. Bidders are urged to fill out and complete all entries with care.

The Bid Proposal Form must be duly signed by the authorized representative of the company in the appropriate space, at the end of the Bid Proposal Form. **Failure to sign the Bid Proposal Form 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 bears 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 to the Bid Proposal Form or qualify their bid with conditions differing from those defined in the bid specification documents. If bidders do make changes to the Bid Proposal Form, except as noted above for initialed clerical mistakes, it shall be cause to disqualify that particular bid as non-responsive N.J.S.A. 18A:18A-2(y).

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

## **10. BID SECTION**

### **• Bid Protests and Contractor’s Responsibility**

Vendors or contractors may contact the Purchasing Agent in writing when they feel it necessary to challenge a procurement specification item or to protest an award of contract. All challenges and protests will be reviewed by the Purchasing Agent, the District Administrator of the contract, and the Board Attorney. All determinations shall be made in writing to the vendor or contractor. The Purchasing Agent pursuant to N.J.S.A. 18A:18A-2 (b) is the School Business Administrator.

### **• Bid Submittals--Responsibility**

It is the responsibility of the bidder to ensure that their bid is presented to the Office of the Acting School Business Administrator/Board Secretary 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.

### **• Bid Rejections—N.J.S.A. 18A:18A-22—Rejection of All Bids**

The Board of Education reserves the right to reject all bids pursuant to the conditions outlined in N.J.S.A. 18A:18A-22.

### **• Bid Rejections—Individual Bids**

The Board reserves the right to reject individual bids when in their determination, the bid received is not responsive pursuant to N.J.S.A. 18A:18A-2 (y) and/or when the bidder is determined by the Board not to be responsible—N.J.S.A. 18A:18A-2 (x).

### **• Bid Acceptance—Board of Education Approval**

All awards of contracts procured through the competitive bid process shall be awarded by the Board of Education, at a public meeting, to the lowest responsible bidder.

## **11. BUSINESS REGISTRATION CERTIFICATE (N.J.S.A. 52:32-44)**

Pursuant to N.J.S.A. 52:32-44 the Board of Education is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor and each subcontractor that is required by law to be named in a bid/proposal/contract have a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

### **Request of the Board of Education**

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

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

### **Subcontractors**

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with valid proof of business registration.
- (2) The contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, 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 the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

N.J.S.A. 54:49-4.1: Violations of Registration Requirements; Penalties. A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false information of business registration under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency or under a casino service industry enterprise contract.

## Samples of Business Registration Certificates

**STATE OF NEW JERSEY**  
**BUSINESS REGISTRATION CERTIFICATE**  
**FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS**

DEPARTMENT OF TREASURY  
 DIVISION OF REVENUE  
 P.O. BOX 252  
 TRENTON, N.J. 08646-0252

TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT      TRADE NAME: CLIENT REGISTRATION  
 TAXPAYER IDENTIFICATION#: 970-097-382/500      SEQUENCE NUMBER: 0107330  
 ADDRESS: 847 ROEBLING AVE      ISSUANCE DATE: 07/14/04  
 TRENTON NJ 08611  
 EFFECTIVE DATE: 01/01/01  
 FORM BRC(08-01)

*John S. Tully*  
 Acting Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

**STATE OF NEW JERSEY**  
**BUSINESS REGISTRATION CERTIFICATE**

**Taxpayer Name:** TAX REG TEST ACCOUNT  
**Trade Name:**  
**Address:** 847 ROEBLING AVE  
 TRENTON, NJ 08611  
**Certificate Number:** 1093907  
**Date of Issuance:** October 14, 2004

**For Office Use Only:**  
 20041014112823533

### 12. CHALLENGES TO BID SPECIFICATIONS; BID PROTEST N.J.S.A. 18A:18A-15

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

### 13. 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. The 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.

The 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.

#### **14. CONTRACTOR/VENDOR REQUIREMENTS—ACCESS AND RETENTION OF RECORDS**

Contractors/vendors doing business with the Board of Education are reminded of the following legal requirements pertaining to the Office of the New Jersey State Comptroller:

- **Access to Relevant Documents and Information—N.J.S.A. 52:15C-14 (d)**

Private vendors or other persons contracting with or receiving funds from a unit in the Executive branch of State government, including an entity exercising executive branch authority, independent State authority, public institution of higher education, or unit of local government or board of education shall upon request by the State Comptroller provide the State Comptroller with prompt access to all relevant documents and information as a condition of the contract and receipt of public monies. The State Comptroller shall not disclose any document or information to which access is provided that is confidential or proprietary. If the State Comptroller finds that any person receiving funds from a unit in the Executive branch of State government, including an entity exercising executive branch authority, independent State authority, public institution of higher education, or unit of local government or board of education refuses to provide information upon the request of the State Comptroller, or otherwise impedes or fails to cooperate with any audit or performance review, the State Comptroller may recommend to the contracting unit that the person be subject to termination of their contract, or temporarily or permanently debarred from contracting with the contracting unit.

- **Maintenance of Contract Records—N.J.A.C. 17:44-2.2**

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

- **Board of Education Requirement**

In addition to, and independent of, the requirements of N.J.S.A. 52:15C-14 (d) and N.J.A.C. 17:44-2.2, the contractor shall also maintain and make any or all books and records related to products transactions or services rendered under this contract, available to the Board of Education upon request.

## 15. CONTRACTS

- **Award of Contract, Rejection of Bid(s)**

Pursuant to N.J.S.A. 18A:18A-4 (a) 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-22 and waive any informalities or non-material exceptions, that may be in the best interest of the Board. The Board may at its option accept the lowest bid on each item and split awards among the various bidders who submit the lowest responsible bids.

Pursuant to N.J.S.A. 18A:18A-36 the Board of Education shall award the contract or reject all bids within sixty (60) days, noting the exception highlighted in the law.

- **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.

- **Return of Contracts and Related Contract Documents--*When required***

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

- **Purchase Order—considered to be a contract. N.J.S.A. 18A:18A-2 (n)**

If a formal contract is not required by the Board of Education, an approved and signed District purchase order will constitute a contractual agreement. When a formal contract is required, the contractor shall sign and execute said contracts and return the contracts with other required documents to the Office of the Acting School Business Administrator/Board Secretary.

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

- **Renewal of Contract; Services; Price Adjustment Clause—Index Rate**

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 Acting School Business Administrator/Board Secretary may negotiate terms for a renewal of the 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. The Board, when considering any price adjustment, shall use the “Index Rate” for any price adjustments pursuant to N.J.S.A. 18A:18A-42.

- **Term of Contract**

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



- **Purchase Order Required; Notification of Award; Notice to Proceed**

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

#### **16. DEBARMENT; SUSPENSION**

The Board of Education will not enter into a contract for work with any person, company or firm that is on the State Department of Labor and Workforce Development; Prevailing Wage Debarment List, or the State of New Jersey Consolidated Debarment Report ([www.state.nj.us/treasury/debarred](http://www.state.nj.us/treasury/debarred)).

All bidders are required to submit a sworn statement, found in Attachment C in the Certification Section, indicating whether or not the bidder is, at the time of the bid, included on the State Department of Labor and Workforce Development; Prevailing Wage Debarment List or the State of New Jersey Consolidated Debarment Report, or the Federal Debarred Vendor List--Excluded Parties List System—System for Award Management—SAM.gov/exclusions.

#### **17. DELETION OF BIDDERS FROM THE BIDDERS LIST**

The Board of Education will delete the name of vendors from the Board's list of bidders if on three (3) occasions the vendor did not respond to a request for bids. A letter from the vendors stating "no-bid" will not be considered a "no response to bid."

#### **18. DOCUMENTS, MISSING/ILLEGIBLE**

The bidder shall familiarize himself with all forms provided by the Board that are to be returned with the bid. If there are any forms either missing from the bid solicitation package or documents are illegible, it is the responsibility of the bidder to contact the Acting School Business Administrator/Board Secretary for duplicate copies of the forms. This must be done before the bid date and time.

#### **19. DOCUMENT SIGNATURES – ORIGINAL; BLUE INK**

All documents submitted with this bid shall be signed with an original signature in ink (blue). Failure to sign and return all required documents with the bid package may be cause for disqualification and for the bid to be rejected pursuant to N.J.S.A. 18A:18A-2(y) (non-responsive) Facsimile, rubber-stamped, electronic or digital signatures are not acceptable.

#### **Forms provided by the Board of Education**

- Acknowledgment of Addenda
- Affirmative Action Questionnaire
- Assurance of Compliance
- Bid Proposal Form
- Certification Forms—Federal Contract Requirements
- Chapter 271 Political Contribution Disclosure Form
- Contractor/Vendor Questionnaire / Certification
- Disclosure of Investment Activities in Iran
- Non-Collusion Affidavit
- Russia Belarus; Prohibited Activities Form
- Statement of Ownership

Please check your bid package for these forms!

## **20. EXAMINATION OF SPECIFICATIONS, ACKNOWLEDGEMENT**

The bidder, by submitting a proposal, acknowledges that they have carefully examined the bid specifications, documents, addenda (if any), and the site; and that from their investigation, they are satisfied 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, they fully understand the intent and purpose thereof, their obligations thereunder, and that they 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 the bid price all labor, materials, equipment, services, and other requirements necessary, or incidental to, the completion of the work, and other pertinent work as hereinafter described, in accordance with the bid specifications and documents.

## **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 \$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 \$2,500.00 or less, the offender is guilty of a crime of the fourth degree.

Bidders should be aware of the following statutes that represent “Truth in Contracting” laws:

- N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make a material misrepresentation.
- N.J.S.A. 2C:27-10 provides that a public servant commits a crime if said public servant solicits or receives a benefit directly or indirectly, for an official act performed or to be performed by a public servant, which is a violation of official duty.
- N.J.S.A. 2C:27-11 provides that a bidder commits a crime if the said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.

## **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. INSURANCE AND INDEMNIFICATION** **REQUIRED**

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

**Commercial General Liability** with a \$1,000,000 and \$2,000,000 General Aggregate per each occurrence for Bodily Injury, Personal and Advertising Injury, Property Damage, and Products Liability.

**Automobile Liability** with a \$1,000,000 Combined Single Limit of Liability for Bodily Injury and Property Damage per accident.

**Cyber Security and Privacy Liability** with a \$1,000,000 per occurrence or claim.

**Other Insurance Coverage**

- \$ 100,000 Pollution Cleanup
- \$ 50,000 Fire Damage
- \$ 5,000 Medical Expense
- \$4,000,000 Excess Umbrella Liability
- \$1,000,000 Sexual Harassment, Abuse or Molestation

**Insurance Certificate – When Required**

The vendor/contractor must present to the Board of Education an insurance certificate in the above types and amounts before any work or service begins. Automobile liability insurance shall be included to cover any vehicle used by the insured.

The certificate holder shall be as follows:

**Plainfield Board of Education**  
 c/o Acting School Business Administrator/Board Secretary  
 1200 Myrtle Avenue  
 Plainfield, New Jersey 07063

Additional Insured Claim -- The vendor/contractor shall include the following clause on the insurance certificate.

“Plainfield Board of Education is named as an additional insured”

**WORKERS COMPENSATION**

Evidence of adequate Workers Compensation Insurance as required by the laws of the State of New Jersey and the United States must be available for perusal. The minimum limits are the following unless a greater amount is required by law:

Bodily Injury by Accident	\$1,000,000. Each Accident
Bodily Injury by Disease	\$1,000,000. Policy Limit
Bodily Injury by Disease	\$1,000,000. Each Employee

## Indemnification

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

## **24. INTERPRETATIONS AND ADDENDA**

No interpretation of the meaning of the specifications will be made to any bidder orally. Every request for such interpretations should be made in writing to the Acting School Business Administrator/Board Secretary and must be received at least ten (10) days, not including Saturdays, Sundays and holidays, prior to the date fixed for the opening of bids to be given consideration. Any and all interpretations and any supplemental instructions will be distributed in the form of a written addenda to the specifications. The addenda will be provided in accordance with N.J.S.A. 18A:18A-21(c) to the bidders by certified mail or certified fax no later than seven (7) days Saturdays, Sundays, and holidays excepted, prior to the date for acceptance of bids. All addenda so issued shall become part of the contract document.

## **25. IRAN DISCLOSURE OF INVESTMENT ACTIVITIES N.J.S.A. 18A:18A-49.4**

The Board of Education, pursuant to N.J.S.A. 18A:18A-49.4, shall implement and comply with Public Law 2012, c.25, Disclosure of Investment Activities in Iran—N.J.S.A. 52:32-55 et seq.

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

If the Board determines that a person or entity has submitted a false certification concerning its engagement in investment activities in Iran under section 4 of P.L.2012, c.25 (C.52:32-58), the board shall report to the New Jersey Attorney General the name of that person or entity, and the Attorney General shall determine whether to bring a civil action against the person to collect the penalty prescribed in paragraph (1) of subsection a. of section 5 of P.L.2012, c.25 (C.52:32-59).

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

The Board has provided within the specifications, a Disclosure of Investments Activities certification form for all persons or entities, that plan to submit a bid, respond to a proposal, or renew a contract with the board. **The Disclosure of Investment Activities in Iran Form is to be completed, certified and submitted prior to the award of the contract.**

#### **26. LIABILITY – COPYRIGHT**

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

#### **27. THE LIQUIDATED DAMAGES—BENEFITS TO THE DISTRICT FOR NON-PERFORMANCE OF THE CONTRACT**

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.

#### **28. NON-COLLUSION AFFIDAVIT**

A notarized Non-Collusion Affidavit shall be submitted with the bid/proposal. The bidder/respondent has to certify that they 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 bid and that all statements contained in said Proposal and this affidavit are true and correct, and made with full knowledge that the Board of Education relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said bid. The respondent has to 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 the respondent. The Board of Education has provided a Non-Collusion Affidavit form here within the specifications package. All respondents are to complete, sign, have the signature notarized and submit the form with the proposal response.

**Failure to submit the Non-Collusion Affidavit with the proposal may be cause for the disqualification of the proposal.**

#### **29. PAYMENTS**

Every effort will be made to pay vendors and contractors within thirty (30) to sixty (60) days, from the receipt of the goods or the rendering of services, 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-10.1. 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. The invoice clearly outlines the goods received or services rendered and the date(s) the services were rendered.

### **30. POLITICAL CONTRIBUTIONS DISCLOSURE – PAY TO PLAY**

#### **Annual Disclosure**

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 [www.elec.nj.us](http://www.elec.nj.us).

#### **Chapter 271 Political Contribution Disclosure Form**

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

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

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

The Board of Education has provided a Chapter 271 Political Contribution Disclosure Form within the specifications package for use by the business entity. The Board has also provided a list of agencies to assist the contractor. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected officials and/or candidate campaign committees are affected by the disclosure requirement.

It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed Chapter 271 Political Contribution Disclosure Form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

### **31. POLITICAL CONTRIBUTIONS/AWARD OF CONTRACTS**

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

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

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

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

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

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

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

All business entities shall submit with their bid/proposal package a completed and signed Chapter 271 Political Contribution Disclosure Form. The Chapter 271 form will be reviewed by the Board to determine whether the business entity is in compliance with the aforementioned N.J.A.C. 6A:23A-6.3 (a) (2) Award of Contract.

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

### **32. PRE-EMPLOYMENT REQUIREMENTS--CONTRACTED SERVICE PROVIDERS**

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

<https://www.nj.gov/education/crimhist/preemployment/>

### **33. PRODUCT GUARANTEE; NO SUBSTITUTIONS**

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

#### **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 and Senior Services  
Right to Know Program  
CN 368  
Trenton, New Jersey 08625-0368

#### **36. RUSSIA OR BELARUS; PROHIBITED ACTIVITIES**

The Board of Education shall comply with N.J.S.A. 18A:18A-49.5 and N.J.S.A. 52:32-60.1 (c) which requires a person (or entity) to certify, before a contract is awarded, renewed, amended, or extended, by the Board that the person (or entity) is not identified on a list as a person engaging in prohibited activities in Russia or Belarus. The certification required shall be executed on behalf of the applicable person by an authorized officer or representative of the person. If a person is unable to make the certification required because the person or one of the person's parents, subsidiaries, or affiliates has engaged in prohibited activity in Russia or Belarus, the person shall provide to the Board of Education, prior to the deadline for delivery of such certification, a detailed and precise description of such activities, such description to be provided under penalty of perjury. The certifications provided under this section and disclosures provided under this section shall be disclosed to the public.

The Board has provided within the specifications, a Prohibited Russia Belarus Activities and Iran Investment Activities Certification Form for all persons or entities, that plan to submit a bid, respond to a proposal, or renew a contract with the board, to complete, sign and submit with the proposal. The Prohibited Russia Belarus Activities and Iran Investment Activities Certification Form is to be completed, certified, and submitted prior to the award of the contract.

#### **37. STATEMENT OF OWNERSHIP N.J.S.A. 52:25-24.2**

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

The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of business organizations, including, but not limited to, corporations and partnerships, publicly-owned corporations, limited partnerships, limited liability corporations, limited liability partnerships, sole proprietorship, and Subchapter S corporations. Not-for-profit entities



should fill in their name, check the not-for-profit box, and certify the form. No other information is required.

**Failure to submit a Statement of Ownership disclosure document shall result in rejection of the bid as it cannot be remedied after bids have been opened.**

### **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 assign any part of the contract for goods or materials for the Board without first receiving written permission from the Acting School Business Administrator/Board Secretary.

Contractors, service providers, and vendors using subcontractors assume all responsibility for work performed by subcontractors. The Acting School Business Administrator/Board Secretary 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 Board of Education shall only pay the prime contractor. It is the sole responsibility of the prime contractor to ensure that all subcontractors are paid. The Board of Education shall not be responsible for payments to subcontractors and shall be held harmless against any or all claims generated against prime contractors for non-payment to subcontractors. Transportation carriers hired by the vendor to deliver goods and materials are not considered to be subcontractors.

### **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.A. 54:32B-1 et seq.), and does not pay any sales or use taxes. Bidders should note that they are expected to comply with the provisions of the 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 Board of Education. Contractors may not use the Board's tax-exempt status to purchase supplies, materials, services or equipment.

A contractor may qualify for a New Jersey Sales Tax Exemption on the purchase of materials, supplies and services when these purchases are used exclusively to fulfill the terms and conditions of the contract with the Board of Education. All contractors are referred to the New Jersey Division of Taxation—Tax Bulletin S&U-3 for guidance. Again, contractors are not permitted to use the Board's tax identification number to purchase supplies, materials, services 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 to the District by the contractor's breach of this agreement. The Board may withhold payment due to the contractor and apply the same towards damages once established. The Board will act diligently in accordance with governing statutes to mitigate damages. Damages may include the additional cost of procuring said services or goods from other sources.

The contractor further agrees to indemnify and hold the District harmless from any liability to subcontractors or suppliers concerning work performed or goods provided arising out of the lawful termination of this agreement. The contract may be terminated by the board for convenience without any liability or penalty to the board except that the contractor shall be paid for services that are rendered prior to the date of termination, excluding loss of profits, loss of business advantage, compensatory or consequential damages.

#### **41. WITHDRAWAL OF BIDS**

- **Before The Bid Opening**

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

- **After The Bid Opening**

The Board of Education may consider a written request from a bidder to withdraw a bid if the written request is received by the Acting School Business Administrator/Board Secretary within five (5) business days after the bid opening. A request to withdraw a bid after the specified number of days will not be honored. The contractor/vendor who wishes to withdraw a bid must provide a certification supported by written factual evidence that an error or omission was made by the contractor and that the error or omission was a substantial computational error or an unintentional omission or both.

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



# BID DOCUMENTS AND REQUIRED DOCUMENTATION

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



**Cameron E. Cox**  
Acting School Business Administrator/Board Secretary

**To be completed, signed, and returned with Bid.**

**ACKNOWLEDGEMENT OF ADDENDA**

Bid Number **2024-05**

Bid Date: **Wednesday, July 12, 2023**

The bidder acknowledges receipt of the hereinafter enumerated Addenda which have been issued during the 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.

<b>ADDENDA NO.</b>	<b>ISSUING DATES</b>
_____	_____
_____	_____
_____	_____
_____	_____

**NO ADDENDA RECEIVED**

Name of Company \_\_\_\_\_

Address \_\_\_\_\_ P.O. Box \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Name of Authorized Representative \_\_\_\_\_

Signature \_\_\_\_\_ Title \_\_\_\_\_

**To be completed, signed, and returned with Bid.**

**AFFIRMATIVE ACTION QUESTIONNAIRE**

Bid Number 2024-05

Bid Date: Wednesday, July 12, 2023

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

1. Our company has a Federal Affirmative Action Plan approval.  Yes  No  
*If yes, please attach a copy of the plan to this questionnaire.*

2. Our company has a N.J. State Certificate of Employee Information Report  Yes  No  
*If yes, please attach a copy of the certificate to this questionnaire.*

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

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

[NJ Department of the Treasury Contract Compliance \(state.nj.us\)](https://state.nj.us)

Click on “AA 302 Employee Information Report”

Complete and submit the form with the appropriate payment to:

Department of Treasury  
Division of Purchase and Property  
Contract Compliance and Audit Unit

The complete mailing address may be found on the Instructions page of Form AA-302

All fees for this application are to be paid directly to the State of New Jersey. A copy of the Employee Information Report and a copy of the check shall be submitted to the Board of Education prior to the execution or award of the contract.

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

Name: \_\_\_\_\_

**Signature** \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

Name of Company \_\_\_\_\_

City, State, Zip \_\_\_\_\_

**To be completed, signed, and returned with Bid.**

**ASSURANCE OF COMPLIANCE**

**Contact with Students**

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

**Anti-Bullying Reporting--Requirement**

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

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

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

**Pre-Employment Requirements**

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

<https://www.nj.gov/education/crimhist/preemployment/>

Name of Company \_\_\_\_\_

Name of Authorized Representative \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**To be completed, signed, and returned with Bid.**

**CONTRACTOR/VENDOR QUESTIONNAIRE CERTIFICATION**

**Vehicle Service and Repairs**

Bid Number 2024-05

Bid Date: Wednesday, July 12, 2023

Name of Company \_\_\_\_\_  
Address \_\_\_\_\_ PO Box \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Business Phone Number (\_\_\_\_) \_\_\_\_\_ Ext. \_\_\_\_\_  
Emergency Phone Number (\_\_\_\_) \_\_\_\_\_ FAX No. (\_\_\_\_) \_\_\_\_\_  
E-Mail \_\_\_\_\_ FEIN No. \_\_\_\_\_  
Unique Entity Identifier (UEI) (if applicable) \_\_\_\_\_ CAGE Code (if applicable) \_\_\_\_\_

**References – Work previously done for School Districts 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 Plainfield Board of Education, nor any officer or employee or person whose salary is payable in whole or in part by said Board of Education or their immediate family members are directly or indirectly interested in this bid or in the supplies, materials, equipment, work or services to which it relates, or in any portion of profits thereof. If a situation so exists where a Board member, employee, officer of the board has an interest in the bid, etc., then please attach a letter of explanation to this document, duly signed by the president of the firm or company.

**Gifts; Gratuities; Compensation**

I declare and certify that no person from my firm, business, corporation, association or partnership offered or paid any fee, commission or compensation, or offered any gift, gratuity or other things of value to any school official, board member or employee of the Plainfield Board of Education.

**Vendor Certifications**

I declare and certify that I fully understand N.J.A.C. 6A:23A-6.3(a) (1-4) concerning vendor contributions to school board members.

I certify that my company is not debarred from doing business with any public entity in New Jersey or the Federal government.

I further certify that I understand that it is a crime in the second degree in New Jersey to knowingly make a material representation that is false in connection with the negotiation, award or performance of a government contract.

\_\_\_\_\_  
\_\_\_\_\_

President or Authorized Agent (Print)

SIGNATURE

PLAINFIELD BOARD OF EDUCATION
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

BID SOLICITATION/PROPOSAL TITLE
VENDOR/BIDDER NAME

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

CHECK THE APPROPRIATE BOX

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

OR

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

Entity Engaged in Investment Activities
Relationship to Vendor/ Bidder
Description of Activities
Duration of Engagement
Anticipated Cessation Date

Attach Additional Sheets If Necessary

CERTIFICATION

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

Signature

Date

Print Name and Title

Version REV. 2.1 2021

This form is to be completed, certified and submitted prior to the award of contract.



**To be completed, signed, and returned with Bid.**

**NON-COLLUSION AFFIDAVIT**

Vehicle Service and Repairs

Bid No. 2024-05

Bid Date: Wednesday, July 12, 2023

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

I am \_\_\_\_\_ of the \_\_\_\_\_  
Title Name of Company

I am 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 this affidavit are true and correct, and made with full knowledge that the Board of Education relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said bid.

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

\_\_\_\_\_  
(Print Name of Contractor/Vendor)

Subscribed and sworn to: \_\_\_\_\_  
(Signature of Contractor/Vendor)

before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
Month Year

\_\_\_\_\_  
NOTARY PUBLIC SIGNATURE Print Name of Notary Public

My commission expires \_\_\_\_\_  
Month Day Year

\*SEAL\*

\*STAMP\*

**To be completed, signed, and returned with Bid.**

**STATEMENT OF OWNERSHIP DISCLOSURE**

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

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

Name of Organization: \_\_\_\_\_

Organization Address: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

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

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

**Part II Check the appropriate box**

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

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

Name of Individual or Business Entity	Address

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

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

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

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

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

**Part IV Certification**

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

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

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

**To be completed, signed, and returned with Bid.**

**Plainfield Board of Education**

**CHAPTER 271  
POLITICAL CONTRIBUTION DISCLOSURE FORM**

(Contracts that Exceed \$17,500.00)

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

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**

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

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 \_\_\_\_\_

Bid No: **2024-05**

**Vehicle Service and Repairs**

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

# Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26).

This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

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

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

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

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

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

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

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

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

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

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

**List of Agencies with Elected Officials Required for Political Contribution Disclosure  
N.J.S.A. 19:44A-20.26**

**County Name: Union**

State: Governor, and Legislative Leadership Committees

Legislative District #: 20, 21, 22, & 29

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

County:

Commissioners                      County Clerk                      Sheriff                      Surrogate

Fire Districts None

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

Berkeley Heights Township	Kenilworth Borough	Roselle Park Borough
Clark Township	Linden City	Scotch Plains Township
Cranford Township	Mountainside Borough	Springfield Township
Elizabeth City	New Providence Borough	Summit City
Fanwood Borough	Plainfield City	Union Township
Garwood Borough	Rahway City	Westfield Town
Hillside Township	Roselle Borough	Winfield Township

**Boards of Education**

Berkeley Heights Township  
Clark Township  
Cranford Township  
Elizabeth City  
Garwood Borough  
Hillside Township  
Kenilworth Borough  
Linden City  
Mountainside Borough  
New Providence Borough  
Plainfield City  
Rahway City  
Roselle Borough  
Roselle Park Borough  
Scotch Plains-Fanwood  
Regional  
Springfield Township  
Summit City  
Union Township  
Westfield Town  
Winfield Township

**PLAINFIELD BOARD OF EDUCATION**  
**Prohibited Russia-Belarus Activities & Iran Investment Activities**

**PERSON OR ENTITY** \_\_\_\_\_

**PART 1: CERTIFICATION**

COMPLETE PART 1 BY CHECKING **ONE OF THE THREE BOXES BELOW**

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in **Russia, Belarus or Iran**. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>  
[www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf](http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf).

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

**CONTRACT AWARDS AND RENEWALS**

*I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)*



## CONTRACT AMENDMENTS AND EXTENSIONS

I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)

### IF UNABLE TO CERTIFY

I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.

### PART 2: ADDITIONAL INFORMATION

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

**PART 3: CERTIFICATION OF TRUE AND COMPLETE INFORMATION**

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, 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 <Plainfield Board of Education> is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the <Plainfield Board of Education> to notify the <Plainfield Board of Education> 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. 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 <Plainfield Board of Education> and that the <Plainfield Board of Education> at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print) \_\_\_\_\_ Title \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

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

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

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

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

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

## Appendix B

### EXHIBIT A

#### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

N.J.A.C. 17:27

#### GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

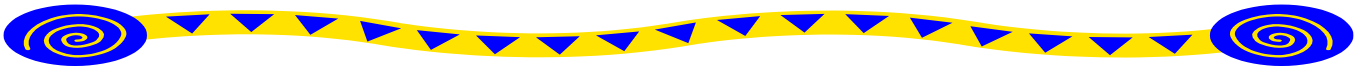
- Letter of Federal Affirmative Action Plan Approval;
- Certificate of Employee Information Report; or
- Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: [http:// www.state.nj.us/treasury/contract\\_compliance/](http://www.state.nj.us/treasury/contract_compliance/)).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish

**PLAINFIELD BOARD OF EDUCATION**



**TECHNICAL  
SPECIFICATIONS**



**Cameron E. Cox**  
Acting School Business Administrator/Board Secretary

**PLAINFIELD BOARD OF EDUCATION  
PLAINFIELD, NEW JERSEY 07063**

**VEHICLE SERVICE AND REPAIRS  
As-Needed**

**Purpose of Proposal**

The Plainfield Board of Education (Board) (School District) is soliciting competitive bid pricing from qualified businesses in New Jersey, for as-needed Vehicle Service and Repairs on

- School Bus Vehicles; and
- Other School District Vehicles

**Contract #1 School Bus Vehicles**

The District is soliciting competitive bid pricing from qualified businesses in New Jersey, for Vehicle Service and Repairs on all school bus vehicles.

**Contract #2 Other District Vehicles**

The District is soliciting competitive bid pricing from qualified businesses in New Jersey, for Vehicle Service and Repairs on all other vehicles. The winner of this bid will be the primary contractor for other District vehicles that are not School Buses.

**Bid Responses**

The Board invites all respondents to bid on Contract #1 or Contract #2 or respondents may bid on both contracts, #1 and #2.

**All potential respondents are to carefully read the specifications outlined in the bid package.**

## SCOPE OF SERVICE

### A. GENERAL—SERVICE AND REPAIRS

The services shall be performed in accordance with federal, state, county, and local, education laws and codes, and especially in compliance with New Jersey Motor Vehicle Commission rules and regulations.

All contractors submitting bid responses must have the facilities and qualified personnel to perform the following service and repairs:

- **Mechanical**

Engine, Transmission, Brakes & Braking Systems, Suspension, Steering, Wheel Chair Lifts, Lift Gate, etc.

- **Electrical**

Electrical and Ignition Systems, Batteries, Starters, Alternators, Lights, Bus Alarms, Electrical aspects of Crossing Arm, Stop Sign, etc.

- **HVAC**

Heating, Ventilation, Air Conditioning, Cooling System, Radiators, etc.

- **Exhaust and Emission System**

Emissions regeneration on large diesel buses, maintenance on other pollution control devices, Catalytic Converters, PVC Valves, etc.

- **Internal and External Body Works**

The contractor should be able to perform routine bodywork for the vehicle. It is noted however, there are specialized businesses that perform collision repairs, straighten metal panels, remove dents, and replace parts that cannot be fixed. In special bodywork instances, the contractor is to obtain quotation pricing from authorized vendors and present such quotation pricing to the office of transportation, prior to any work commencing

#### **Unscheduled Repair Service**

As a result of any service call, the contractor may make recommendations for further repair services. The contractor shall support their recommendations for such repair work by using diagnostic statistics, accepted performance standards, vehicle history records, mileage, and other customary means. The contractor shall obtain prior authorization before completing any further repair work that is identified. Appropriate District contact information will be provided upon award of the contract.

#### **Aftermarket up Fit Components**

Aftermarket-up fit components, such as wheelchair lifts, will be assigned a maintenance and inspection schedule based on OEM recommendations. These schedules shall be included as contract amendments based on specific vehicles or classes of vehicles.

**Turnaround Time—24 to 48 hours; Special Emphasis on School Bus Vehicles**

It is paramount that students are transported safely to and from school. School bus vehicles are an integral part of the educational process for students. The required turnaround time for minor repair services shall be 24 hours (one business day) while for major repairs it shall be 48 hours (2 business days) unless the contractor has notified District contact and advised of the delay and anticipated completion time.

**Winterization**

It shall be the responsibility of the contractor to ensure adequate protection of all the Plainfield Board of Education's vehicles against winter freeze-ups. All vehicles shall be protected to (Minus) 30°F (Fahrenheit) with permanent-type antifreeze coolant. Provide products for the treatment of Diesel Fuel and add to bus fuel tanks.



## **B. EMERGENCY ROAD ASSISTANCE**

### **Wrecker Agreement**

A copy of the written agreement with a wrecker owner must be submitted with the bid.

### **Road Call**

The bidder is required to furnish a fixed rate for the servicing of disabled vehicles while operating on regular routes, athletic routes, field trip routes, and any other vehicle duly authorized by the Board of Education.

### **Emergency Response Roadside Assistance**

The contractor must respond and its towing vehicle must be in transit to the disabled vehicle within fifteen (15) minutes after notification by the District. In case of any delays in dispatching the vehicle(s), the contractor must inform the District of the arrival time immediately. All roadside service shall be completed within thirty (30) minutes after arrival by the contractor at the site of the disabled vehicle. This service shall be completed without the installation of major repair parts or equipment.

### **Drivers; Criminal History Background**

All contractors are to comply with the criminal history check in compliance with the New Jersey State Police Criminal Information Unit, State Bureau of Identification (SBI form 212B). All drivers answering calls for towing/roadside service of school district vehicles are not to have any criminal conviction, indictable offense, or any past child abuse or sexual misconduct incidents.

This is important as in many if not all cases, passengers on disabled vehicles may be students of the Plainfield Public Schools.

### **Miscellaneous/Other Work**

Any other work as approved and specified by the District.

### **Written Estimates – Insurance Purposes**

The contractor is required to submit written estimates, when needed, for insurance purposes.

### **C. NJMVC INSPECTION FACILITATION/Quarterly Inspection Report**

If needed, the secondary contractor is responsible for Quarterly and Semi-Annual State MVC Vehicle Inspections as per the New Jersey Motor Vehicle Commission (NJMVC) guidelines, it is the responsibility of the Contractor to ensure that “NO BUS FAILS NJMVC INSPECTION”.

The NJMVC inspections are mostly conducted during the months of April and October, hence it is imperative that the Quarterly Inspections should be scheduled in a manner so that all buses pass the NJMVC inspections.

The contractor shall provide the District with a Quarterly Inspection Plan specifying vehicle #'s, dates, and times of inspections keeping in view the vehicle usage timings and their availability accordingly.

After conducting the Quarterly Inspections, The Contractor shall submit the Quarterly Inspection Reports immediately to the District. The report shall be duly dated MM/DD/YYYY, with Time of Inspection, signed by a certified mechanic, and sealed along with the observations, explanations, and estimated costs associated with the required repair work in a legible manner.

On receipt of such observations, explanations, and estimated costs, the District shall approve the Work Order accordingly.

In case the contractor assesses that the bus will not pass NJMVC inspection, the contractor shall Tag the bus as “Out of Service,” and shall not get it inspected.

The objective of performing regular preventive maintenance and quarterly inspections is to keep the fleet up and running and at par with the regulatory requirements. If despite this any vehicle fails the NJMVC inspection, the District reserves the right to determine the cause of failure.

In the event cause of failure is found to be on the part of some negligence by the Contractor, District reserves the right to request remedial action at no cost.

### **TERM OF CONTRACT**

This contract shall take effect from **August 1, 2023**, and continue through **June 30, 2024**. The Board of Education reserves the right to offer to the successful contractor, a renewal contract for up to two (2) years. All renewal contracts are subject to the terms and conditions as outlined in N.J.S.A. 18A:18A-42. All renewal contracts must be approved by the Board of Education.

Subsequent years' contracts are subject to the availability and annual appropriation of sufficient funds as may be required to meet the extended obligation. In the event that Board elects to renew, it shall provide written notice of its intent to extend.

## **CONTRACTOR QUALIFICATIONS**

The successful contractor shall demonstrate the ability to provide regular and preventative repairs and maintenance work for the District's fleet of school buses and other vehicles. The contractor must have the ability to work collaboratively with District staff to meet the following key components of the vehicle's service and repair program.

- Full utilization of standard warranty coverage
- Warranty on the workmanship as and when required
- Customer service responsiveness to maximize cost efficiencies, minimize unscheduled repairs and downtime
- Access to District-owned Vehicle Repair & Maintenance Records
- Courteous quality service while providing the District with mechanically sound, safe, and reliable vehicles.
- Bidder must be licensed NJ State Emission Repair Facility
- Bidder must be licensed NJ State Inspection Facility

### **Experience and Staff**

- The contractor shall have at least five (5) years of experience in bus, and truck regular vehicle repairs as well as school bus repairs and maintenance.
- The contractor shall submit a list of companies/school districts for which they have performed such repairs.
- The contractor must employ at least two (2) experienced and appropriately qualified mechanics for all work on District-owned vehicles.
- The contractor shall have sufficient staff to keep the fleet in running condition so that under normal circumstances, the transportation operation of the District should not be affected.

### **Hours of Operation**

The hours of operation of the contractor are vital to the Board of Education and will be a determining factor in the awarding of this contract. Vendor hours must be available a minimum of 7:00 a.m. through 6:00 p.m., Monday through Friday. Qualified school bus mechanics must be on duty during these times. Emergency service shall be provided at any time it is deemed necessary including nights, weekends, and holidays. The Board of Education reserves the right to determine what is to be considered an emergency.

### **Location of Facilities**

It is preferred the contractor have a place of business within a **1-10 mile** radius of the Business Office of the District located in Plainfield, New Jersey.

### **Subcontracting**

There will be no subcontracting of any work without the prior approval of the Plainfield Board of Education. The contractor shall be fully responsible for acts and omissions of their subcontractors and persons directly or indirectly employed by them.

### **Assignment**

Neither this contract nor any part thereof shall be assigned by the contractor without prior written approval of the Plainfield Board of Education, however, the District reserves the right to assign any work, in part or whole to a third party if deemed necessary.

### **Parts, Materials, and Supplies**

An adequate stock of basic parts such as fan belts, oil filters, gas filters, windshield wipers, water hoses, mufflers, batteries, fuel pumps, spark plugs, headlights, etc., shall be available at the contractor's repair shop to sufficiently maintain the District fleet of school buses.

Parts used on vehicles shall be factory warranted. All repair parts used in the Board's vehicles shall be new and of first-line quality. No used parts may be used in vehicle repairs. The Parts Warranty shall be mentioned in the billing.

Exception: The Transportation Supervisor may approve used or rebuilt parts in exceptional conditions or special circumstances. The contractor must contact the School Business Administrator/ Board Secretary or a designated official for approval.

### **Access to Parts**

The contractor is required to have sufficient and immediate access to the suppliers and manufacturers of major parts to eliminate any excessive downtime on any particular vehicle. Such parts may include; engine (new or rebuilt), transmissions, clutches, brake lining and drums, radiators, differentials, etc. Parts used on vehicles shall be factory warranted.

### **Materials and Parts—Invoice Rate with Ten (10%) Markup**

Replacement materials and parts (OEM) shall be billed to the Board at the Invoice rate charged to the contractor with the contractor adding a ten (10%) percent markup on the billing. Supplier invoices for all parts and equipment shall accompany all billings for this bid. The Board does reserve the right to solicit competitive pricing for materials and parts if so deemed necessary.

### **Equipment**

The contractor shall have the necessary equipment to adequately perform the necessary maintenance of the Plainfield Board of Education's fleet of vehicles. Modern electronic tune-up equipment shall be required. Any other specialized equipment for such work as wheel alignment, emission control, etc., shall also be required. The Plainfield Board of Education requires a listing of the contractor's equipment to be included with the submittal.

### **BILLING**

The contractor shall provide signed itemized monthly invoices and supportive documents for the submitted billings:

➤ **Billing Description**

- Billing MUST show Work Order #, Bus #/Vehicle #, Odometer Reading, Vehicle make, Model #, VIN#, License #.

- Labor Hours worked times the hourly rate. The contractor's hourly rates shall be firm for the school year.
- Charges for materials, parts, and supplies used.
- Signature of district employee picking up the vehicle.

➤ **Supportive Documents**

The following supportive documents shall be submitted with the bills:

- A copy of the contractor's price list for materials, parts, and supplies
- Copies of the Vendor's invoices from where the materials, parts, and/or supplies were purchased amounting to greater than \$500.00.

➤ **Bill Submission**

The contractor shall submit the bills as soon as work is completed on a particular vehicle, this will be followed by hard copies of the final detailed monthly bill and signed vouchers with all the relevant supportive documents and summaries submitted to the Accounts Payable Department before the 15<sup>th</sup> of each month.

➤ **Billing Dispute**

The District and the contractor shall attempt in good faith to resolve any dispute or claim arising out of or in relation to billing and pricing through negotiations between a designated individual of each with authority to settle the relevant dispute. In case the dispute remains unresolved it can be referred to an expert for arbitration and or any court of law in the state of New Jersey.

**Award of Contract—Lowest Labor Hourly Rate**

It is the intention of the Board of Education to award the contract to the lowest responsible bidder based upon the lowest labor hourly rate. The Board reserves the right to award a contract to multiple vendors such as a primary or secondary vendor.

**PAYMENT TO CONTRACTOR**

**Approval of Repairs**

The contractor shall not perform any repairs whatsoever without an approved Work Order or written authorization however, the contractor may perform the work with the express consent of the School Business Administrator or a designated person in which case the contractor shall be responsible for follow-up and make sure to get the respective Work Order(s).

Note: The Emergency Road Assistance and approved schedules for Weekly and Quarterly Inspections do not need a Work Order.

No Repairs shall be made upon the request of any District employee except as authorized by the School Business Administrator and any other person designated by them.

**Payment**

Claims for payment shall only be honored for the satisfactorily completed work/project. All work performed shall be against the Work Orders. Payments will not be made for any work-in-progress or out-of-service vehicle(s).

Payments shall be made on a monthly basis in accordance with the district's accounts payable schedule, however, Payments could be delayed or made in part in case there is any dispute on billing till the dispute settles.

## **RECORD KEEPING**

The contractor shall maintain a separate file for each vehicle owned by the DISTRICT (Statutory Requirement) to keep a history of all work performed on that vehicle.

The file shall be titled with the Vehicle/Bus #, year, make, license plate number, VIN #, capacity, the location where the vehicle is parked, etc.

Copies of all documents pertaining to each vehicle, for example, Work Orders, Weekly Fluid Checks Lists, Quarterly Inspections Reports, Invoices detailing repairs/or service for that vehicle, etc. shall be maintained in the vehicle's respective files.

These records shall be maintained at the contractor's facilities and shall be subject to inspection by the authorized personnel from the District anytime during working hours.

The records shall be maintained throughout the useful life of the vehicle. In the event of termination of the contract, the contractor shall hand over all the records to an authorized person from the District.

## **TERMINATION OF CONTRACT**

### **Right to Terminate**

Either party, i.e. the contractor or the District reserves the right to terminate this contract in whole or in part without cause upon sixty (60) days written notice to the other party prior to each successive yearly expiration. The termination of contracts is subject to board of education approval.

### **Failure to Perform – Termination**

The Board of Education may terminate this contract at any time without prior notice and any liability to the Board in the event that the contractor:

- Commits a material breach of the terms of this contract, or
- Fails to perform within the specifications of this contract, or
- Becomes insolvent, or
- A petition of bankruptcy is filed by or with respect to the contractor or
- Any just cause as determined by the board of education.

If the Board elects to terminate the agreement, it shall pay the contractor for services satisfactorily rendered up to the effective date of termination, except that the Board may deduct from that payment the amount of any costs the district incurred as a result of any breach of the contract.

### **Unsatisfactory Performance**

If in the opinion of the Plainfield Board of Education, the contractor is performing unsatisfactorily, the Board may at any time within the terms of this contract, provide ten (10) days written notice to correct,

and if not corrected, the Board reserves the right to terminate the contract with immediate effect, after providing a due process hearing with district officials.

**Authorized Personnel**

The District shall provide the contractor, with a list of authorized district personnel who are permitted to conduct affairs with the contractor on behalf of the district. Any personnel not noted by the School District Vehicle Coordinator, who attempts to have a vehicle serviced, shall immediately be reported to the Coordinator or the School Business Administrator. Contractors are to only provide services to school district-owned vehicles under this contract.

**PLAINFIELD BOARD OF EDUCATION  
PLAINFIELD, NEW JERSEY 07063**

**BID PROPOSAL FORM**

**VEHICLE SERVICE AND REPAIRS**

Bid Number 2024-05

Bid Date: Wednesday, July 12, 2023

I/We have read the conditions and specifications for Vehicle Service and Repairs, and do submit the following pricing:

**CONTRACT #1 SCHOOL BUS VEHICLES**

The District is soliciting competitive bid pricing from qualified businesses to provide service and repair to School Bus Vehicles.

**LABOR HOUR RATE—SERVICE AND REPAIRS**      \$ \_\_\_\_\_ **PER HOUR**

**ADDITIONAL BID PRICING**

- **Per School Bus – Flat Rates (Excluding Supplies)**

\$ \_\_\_\_\_ Quarterly School Bus Inspection

\$ \_\_\_\_\_ Semi-annual State MVC Inspections Facilitation

- **Roadside Service**

\$ \_\_\_\_\_ Road service only within Plainfield city limits  
(Flat rate)

\$ \_\_\_\_\_ Road service all other locations of breakdown  
(State if per hour or flat rate)

- **Wrecker Towing Service**

\$ \_\_\_\_\_

Name of Company \_\_\_\_\_

City, State, Zip \_\_\_\_\_



Authorized Signature \_\_\_\_\_

**PLAINFIELD BOARD OF EDUCATION  
PLAINFIELD, NEW JERSEY 07063**

**BID PROPOSAL FORM**

**VEHICLE SERVICE AND REPAIRS**

Bid Number 2024-05

Bid Date: Wednesday, July 12, 2023

**CONTRACT #2 OTHER DISTRICT VEHICLES**

The District is soliciting competitive bid pricing from qualified businesses to provide service and repair to other District Vehicles

**LABOR HOUR RATE—SERVICE AND REPAIRS**      \$ \_\_\_\_\_ **PER HOUR**

**ADDITIONAL BID PRICING**

- **Roadside Service**

\$ \_\_\_\_\_ Road service only within Plainfield city limits  
(Flat rate)

\$ \_\_\_\_\_ Road service all other locations of breakdown  
(State if per hour or flat rate)

- **Wrecker Towing Service**

\$ \_\_\_\_\_

**Reminder**

The Board invites all respondents to bid on Contract #1 or Contract #2 or respondents may bid on both contracts, #1 and #2.

Name of Company \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Authorized Signature \_\_\_\_\_