

Request for Proposals:
Student Transportation Services-School Related Activity Trips

Event	Date	Time
Last day to submit questions	3/24/2023	5:00PM
Proposal Submission Opening Date	4/4/2023	9:00am

RFP Issued By

**North Star Academy Charter Schools of Newark
Newark, New Jersey 07102
Proposal No: TRAN-2023**

PUBLIC NOTICE

North Star Academy Charter School, of the City of Newark, New Jersey (Essex County) hereby advertises for proposals in accordance with N.J.S.A. 18A:18A- 4.1, et seq.

Proposal No: TRAN-2023 - Student Transportation Services-School Related Activity Trips.

Purpose: To secure a vendor to provide transportation services for a charter school network. Services will consist of transporting students from seven campuses throughout Newark, NJ for the purpose of field trips, athletic events and other local student activities. As one charter school operating across several campuses, North Star Academy will award one (1) single overall contract on behalf of the network.

All necessary proposal specifications and forms may be secured upon email written request to: Mrs. Raquel Guerra, Associate, Regional School Support, North Star Academy Charter School, Email: Raquel.Guerra@northstaracademy.org. Copies of specifications can be found and downloaded from: [Google Folder].

Proposals are to be returned via email to Raquel Guerra, Associate, Regional School Support at Raquel.Guerra@northstaracademy.org. The completed proposal package must be submitted, on or before Tuesday, April 4th, 2023 at 9:00AM. Any proposals submitted after this timestamp will be rejected. It is highly recommended that all proposals be signed, scanned and emailed in a PDF file format. No proposal shall be received after the designated time. Any proposals submitted after this timestamp will be rejected. North Star Academy Charter School is not responsible for the vendor's failure to send the proposal prior to the allotted time or for any technology issues, internet access failure, or other circumstances that cause a vendor's proposal to be sent or received beyond the date and time set forth herein. Proposals will be marked "received" as of the date and time received at the above email address. The proposal opening process will follow promptly at 9:00AM. Due to the ongoing public health crisis, proposals will be publicly opened via Zoom meeting only. Information on accessing the Zoom meeting will be provided to all vendors who request a proposal package and posted on the North Star Academy Charter School website, located at <https://northstar.uncommonschoools.org/>. Proposal results will thereafter be posted on the District website in accordance with law.

All vendors are required to comply with the requirements of N.J.S.A. 10:5-31 et. seq., Affirmative Action against Discrimination and N.J.A.C. 17:27 et. seq.

North Star Academy reserves the right to reject any or all proposals pursuant to N.J.S.A. 18A:18A-2(s), (t), (x), (y), 18A:18A-4(a), 18A:18A-22, and to waive any informalities.

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Section I – Sponsor Information

A. Organization History

NORTH STAR ACADEMY CHARTER SCHOOL OF NEWARK is one of New Jersey's very first charter public schools, and over the past twenty years has also become one of its most celebrated. North Star was hailed by President George W. Bush during his visit as "a jewel of excellence," and the Class of 2004 (100% college matriculation) was touted by the New York Times as a harbinger of New Jersey public education reform. The school and its programs have been featured in a PBS Documentary ("Charter Schools that Work"), Time Magazine ("A Real School of Rock"), and in the published book No Excuses: Closing the Racial Gap in Learning. We currently serve over 6000 students in grades K-12 within fourteen campuses: six elementary schools, six middle schools and two high schools.

In an effort to expand the educational opportunities of Newark’s children, North Star Academy seeks to grow throughout the upcoming years. See below for a breakdown of our current and anticipated facility portfolio:

Elementary School Campuses			
Address	Campus	Grades Served	Student Population Size
43 Alexander St	AES	K-4	465
108 S 9th St	FES	K-4	465
108 S 9th St, 2nd Fl	LES	K-4	465
377 Washington St	LPES	K-4	465
24 Hazelwood Ave	VES	K-4	465
571 18th Ave	WPES	K-4	465
Middle School Campuses			
72 Central Ave	CMS	5-8	372
600 Clinton Ave	CHMS	5-8	372
10 Washington Pl	DTMS	5-8	372
377 Washington St	LPMS	5-8	372
24 Hazelwood Ave, 2nd Fl	VMS	5-8	372
571 18th Ave	WMS	5-8	372
High School Campuses			
377 Washington St	LPHS	9-12	709
13 Central Ave	WPHS	9-12	880
Total Enrollment			6611

B. Mission

To serve Newark children by building an uncommon school where students partake of a rigorous, 11 -month, extended-day academic program that gives them the means to beat the odds in school and life.

To shape an intimate, supportive, engaging school community - where classes are small and personalized; where parents are partners; where teachers teach with passion and commitment; and where all the adults' model - and all the students develop and live - the values of caring, respect, honesty, justice, and self-discipline.

To generate for students a transforming experience at an age when they are forging their very identities and lifetime aspirations; and to cultivate in them the belief that they are the masters of their own destinies: each one worthy of greatness and goodness, each one capable of - and responsible for - serving the community and the world around them.

C. Statement to Vendors: Ethics in Purchasing

School District Responsibility

It is the desire of North Star Academy to have all employees and officials practice exemplary ethical behavior in the procurement of goods, materials, supplies, and services.

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

North Star Academy officials and employees are prohibited from soliciting and receiving funds, gifts, materials, goods, services, favors, and any other items of value from vendors doing business with North Star Academy.

Vendor Responsibility

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

No vendor shall cause to influence or attempt to cause to influence, any official or employee of North Star Academy, in any manner which might tend to impair the objectivity or independence of judgment of said official or employee.

Vendor Certification

Vendors will be asked to certify that no official or employee of North Star Academy or immediate family members are directly or indirectly interested in this request or have any interest in any portions of profits thereof. The vendor participating in this request must be an independent vendor and not an official or employee of North Star Academy.

Section II – General Instructions To Vendors

A. Proposal Submission Instructions

Proposal packages are available upon written request via email to:

Raquel Guerra
Associate, Regional School Support
Raquel.Guerra@northstaracademy.org

Proposals are to be returned via email to:

Raquel Guerra
Associate, Regional School Support
North Star Academy Charter School of Newark, Inc.
Raquel.Guerra@northstaracademy.org

BY: 9:00AM E.S.T.

ON: Tuesday, April 4th, 2023

Vendors should also keep a complete copy of the proposal packet, exactly as submitted

Proposal Opening:

Due to the ongoing public health crisis, responses to this RFP will be publicly opened on a Zoom Call and read beginning at 9:00AM EST on Tuesday, April 4th, 2023. Instructions on accessing the Zoom Call will be emailed to all vendors who request a specification packet and posted to the School's website. Vendors and/or their authorized agents, and the general public are invited to view the proposal opening. It is the responsibility of each respondent to ensure that their proposal is complete, and received before the date and time for the opening of proposals. Proposals will not be accepted or received by North Star Academy Charter School of Newark, Inc. after the advertised date and time. (N.J.S.A. 18A:18A-21(b))

B. Vendors Responsibility

It is the responsibility of the vendor to ensure that their proposal is presented to the Network Office and officially received before the advertised date and time of the proposals. It is understood and agreed upon that any person in North Star Academy will be absolved from responsibility for the premature opening of any proposal not properly labeled and sealed

C. Missing/Ineligible Documents

The vendor shall familiarize himself with all the forms provided by North Star Academy that are to be returned with the proposal. If there are any forms that North Star Academy is to provide that are either missing or illegible, it is the responsibility of the vendor to contact the Network Special Projects Manager at (973) 943-9740 for duplicate copies of the forms. This must be done before the proposal date and time. North Star Academy accepts no responsibility for duplicate forms that were not received by the vendor in time for the vendor to submit with his proposal.

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

The forms provided by North Star Academy that must be returned with the proposal are as follows:

1. Proposal Form and checklist
2. Affirmative Action Questionnaire (or affirmative action evidence stapled to the questionnaire)
3. Non-Collusion Affidavit
4. Stockholder/Partnership Disclosure and Statement of Ownership
5. Contractor/Vendor Questionnaire/Certification
6. New Jersey Business Registration Certificate
7. Evidence of Ability to Obtain Insurance Coverage
8. Chapter 271 Political Contribution Disclosure Form
9. Vendor's Comment Form
10. Omnibus Transportation Employee Testing Act
11. School Bus Driver Annual Certification
12. CTSA Membership Form
13. Acknowledgement of Addenda
14. Scope of Services Written Responses
15. Iran Disclosure
16. Russia/Belarus Certification of Non-Involvement

Please check the proposal package to ensure that these forms are included!

Additionally, please note the documents required with the proposal submission packet for which there are no accompanying forms:

1. New Jersey Business Registration Certificate
2. Evidence of Ability to Obtain Insurance Coverage
3. W-9 Request for Taxpayer Identification Number
4. Written responses as pertaining to Scope of Services:
 - a. Evidence of performance ability, trip request procedures and sample request forms (Section III, B, 1)
 - b. Emergency provisions protocol and communication plan (Section III, B, 3)
 - c. Operational plan outlining adequate staffing and customer service support (Section III, B, 4)

E. Interpretations and Addenda

No interpretation of the meaning of the specifications will be made to any vendor orally. Every request for such interpretations should be made in writing to the Network Special Projects Manager and must be received at least three (3) business days prior to the date fixed for the opening of proposals to be given consideration. Any and all interpretations and any supplemental instructions will be distributed in the form of a written addendum to the specifications. The addenda will be provided in accordance with N.J.S.A. 18A:18A-21(c) to the vendors by email. All addenda so issued shall become part of the contract document.

F. Withdrawal of Proposals

A proposal may be withdrawn if the written request is received by the Associate, Regional School Support before the advertised time for opening proposals. Any withdrawn proposal cannot be re-submitted. Any vendor that seeks to withdraw a proposal after the proposals have been opened may be subject to forfeiture of its proposal guarantee.

G. Challenges to Proposal Specifications

Any prospective vendor who wishes to challenge a proposal specification shall file such challenges in writing with the Associate, Regional School Support at no less than three (3) business days prior to the opening of proposals. Challenges filed after that time shall be considered void and having no impact on North Star Academy or the award of a contract. (N.J.S.A. 18A:18A-15)

H. Proposal Evaluation Criteria

Evaluation criteria have been established to assist North Star Academy in determining which vendor will provide the best-suited quality of service that most closely satisfies the requirements set forth in the proposal specifications. North Star Academy will perform a “pre-screening” of each proposal to verify that all the necessary documents included in Section VI have been submitted with the proposal package. Proposal packages failing to submit the necessary documentation shall be rejected without further evaluation and the vendor will be so informed in writing. Similarly, any proposals found to be non-compliant in regards to NJ Department of Education - Student Transportation regulations will be rejected without further evaluation as well. After reviewing all responsive Proposals, North Star Academy will select the Proposal that best fits the needs of North Star Academy, taking into consideration the following criteria as to the vendors’ responsibility.

The award of the contract will be based on the Evaluation Criteria, associated point scores and weighted factors as set forth below:

Evaluation Criteria	Possible Points	Weighted Percentage
1. Cost to North Star Academy: The price to provide all services as set forth in the specifications.	5	30%
2. Scope of Services: Demonstrated understanding of North Star Academy’s transportation needs (to include evidence of experience, management structure/staffing plan)	5	25%
3. Implementation and Communication Plan: Reservation process and policies, communication protocol, etc.	5	25%
4. Performance History, Business Practices: Must have demonstrated track record of success in industry and state and have sound business practices that ensure high-quality customer service.	5	10%
5. References: Experience and performance in providing service to similar school districts. Evidence of corporate capability and experience as measured by performance record, years in the industry, relevant experience, and number of school districts served, client retention, references, and the vendor’s organizational chart.	5	10%

Section III – Specifications

A. Purpose of Request for Proposals

The purpose of this request is to solicit proposals from qualified transportation services vendors to provide bussing for students for school related activity trips. Services will be provided for the North Star Academy charter network, which currently consists of fourteen schools across nine campuses (see Appendix A for list of campus sites). Although North Star Academy will conclude one contract on behalf of the fourteen schools, the awarded contractor will communicate with each school individually through a designated representative. While the majority of trips are day trips to area attractions, some are longer out-of-state trips. North Star does not provide daily bussing to students.

B. Scope of Services

1. Transportation Services Requirements

The vendor must be able to supply North Star Academy with an adequate number of buses for trips that usually have a start time between 7:00AM and 9:00am, and a return time of 2:00 PM or later. Bussing done for North Star Academy shall not be affected in any way by work done by the contracted vendor for other school districts. Should a conflict occur, North Star Academy's bus routes shall be done in their entirety and at the prescribed times. These prescribed times usually happen between the hours of 7AM and 8PM, but can go as late as midnight. The contracted vendor must be able to accommodate these times. In the case of delayed openings, there shall be no conflict or delays in performing the bus trips as circumstances dictate. North Star Academy will not permit deviations from time schedules as a result of reservation conflicts. The contractor is responsible to perform the contract within the approved departure and return times. A \$100.00 Non-Compliance fee will be assessed for each late pick-up occurrence in excess of five (5) times.

While a list of pre-scheduled trips have been included in the price sheet (Appendix B), they are tentative and provided for the purpose of the proposal submission period. Vendors are cautioned that the actual number of trips, locations, miles and total hours may change. The schedule of dates and locations will be confirmed by each designated school representative and furnished to the contracted vendor. The dates and times furnished by the school representatives after the award of the contract are firm and not negotiable. On at least 24 hours' notice, North Star Academy hereby reserves the right to revise or change its time schedules and routes to best suit its needs before or during the school year. Routes may be deleted during the course of the year as directed by the designated school. Vehicle(s) shall arrive and/or depart the destinations as required. The direction of the vehicle shall be the safest most direct route to and from the destination.

As authorized, only enrolled school students, adults serving as chaperones or school personnel shall be transported. The vehicle(s) assigned to the transportation specified herein shall not be utilized for other purposes during the time periods designated. Drivers of the contracted company may be required to return to school for pickup of students who missed the bus.

Vendors shall provide North Star Academy with evidence of their ability to perform under the terms of the contract by properly assigning buses and drivers who do not have other obligations during the aforementioned trip times. Such evidence may include but is not limited to a staffing list and schedule, written response outlining a plan, etc. Additionally, vendors shall also include their policy or procedures on how trips should be requested and scheduled by the designated school representatives. Samples of any forms related to the trip request/scheduling procedures should be furnished. Although not required, North Star Academy will give preference to vendors that provide an online customer portal that allows them to access invoices and get the GPS information on the buses used. Vendors shall also include their expectations (if any) around the confirmation of scheduled trips. Failure to supply the required items with the proposal package may be cause for disqualification and for the proposal to be rejected.

In addition, by submitting a proposal, the vendor warrants that to the best of its knowledge, none of its employees or staff members which are, or could be, assigned to the any network school, or have regular contact with students, have ever been the subject of a substantiated complaint of child abuse or sexual misconduct in any prior school district in which the employee or staff member was assigned or employed. Provider further warrants that, as required by New Jersey P.L. 2018, c.5, it has collected from its employees all documentation required by law, including a list of the staff member's prior places of employment and an affirmative statement from the employee/applicant that he/she has never been the subject of a substantiated complaint of child abuse or sexual misconduct.

2. Vehicle and Maintenance

Transportation equipment shall be properly registered by the Department of Transportation or Motor Vehicle Commission, as appropriate and meet all current specifications in accordance with Federal and State law, the rules

of the State Board of Education. The contractor shall maintain all equipment used in the transportation of students, in strict accordance with the New Jersey State standards for school buses and shall maintain said equipment in good mechanical order at all times to pass the state school bus inspections.

All vehicles shall be inspected and display an appropriate bus certification inspection sticker to ensure that such vehicles and equipment are in safe and proper operating condition. The contractor shall provide and maintain an adequate number of buses, including spares, to safely perform the transportation required by these specifications to assure uninterrupted service in the event of mechanical breakdown. Said buses shall be no more than ten (10) years old from date of manufacture and shall be kept in a clean and sanitary condition and open to inspection by North Star Academy.

All vehicles shall be equipped to have radio/cellular telephone communication with their contractor's main depot in case of emergency. The contractor shall also ensure that all buses have first aid kits, fire extinguishers, operational and lighted stop arms, back-up alarms, functional exit doors, functional front arm extension and working cooling/heating systems. Non-compliance fees may be assessed for any instances in which these are not available.

3. Emergency Provisions/Reporting

In the event a scheduled trip is cancelled due to inclement weather or other emergencies, the contractor shall be notified as soon as possible by North Star Academy. The contractor is advised to listen to school closing announcements broadcast over the local networks. In an emergency where the contractor cannot meet the schedule, or if the school has a change in schedule, the party responsible for any change shall immediately notify the other party.

In the event of a bus breakdown, accident, unavailability of buses or other emergencies, the contractor shall immediately notify the designated school representative by telephone. Should that route not be operated independently or not at all, Non-compliance Liquidated Damages will be charged to the contractor at a rate of \$100.00 per occurrence. This charge shall be in addition to not receiving payment for the route involved.

The contractor shall ensure that every school bus driver will: a) immediately inform North Star Academy's designated school representative following an accident which involves an injury, death, or property damage, b) complete and file the accident report as prescribed by the Commissioner of Education and deliver it to the Director of Operations by the conclusion of the next working day, and c) complete and file a motor vehicle accident report in accordance with *N.J.S.A. 39-4:130*.

Every owner/operator of a school vehicle shall immediately inform the designated school representative following an incident in which it has been determined that a student has been left unattended on the school bus at the end of the trip. North Star Academy or the contractor's personnel who discover, or to whom it is reported, that a student has been left on a school bus shall immediately report the incident to the owner/operator of the vehicle. A student is considered to have been left unattended on the school bus at the end of the trip when the driver has left the vicinity of the school.

Vendors shall provide North Star Academy with their protocol for drivers and communication plan to keep the designated school representatives updated with pertinent information in such events. Failure to supply the required response with the proposal package may be cause for disqualification and for the proposal to be rejected.

4. Staff Requirements and Customer Service Support

Bus drivers shall be reliable persons of good character who possess the qualifications and communication skills necessary to perform the duties of the position, and comply with the rules set forth for drivers in all applicable federal, state and local regulations including, but not limited to, the Omnibus Transportation Employee Testing Act. They shall be in full charge of the school bus at all times. If, in the judgment of North Star Academy, any

driver assigned to a vehicle operating under a contract awarded by this proposal shall be deemed to be an unsuitable person for their position because of lack of skills necessary to perform their duties, inability to control students, failure to comply with the rules and regulations, incapacity, unbecoming conduct, or other good cause, the contractor may be required to remove the driver from all future routes. If the contractor fails to comply with this provision, the contractor may be required to show cause why this failure to comply is not deemed to constitute a breach of contract and may set aside and annul the contract.

The contractor will ensure that drivers are properly trained to perform their duties, and shall administer a safety education program. If awarded the contract, the vendor will be required to certify compliance with the drug and alcohol requirements of the Omnibus Transportation Employee Testing Act. The contractor shall also ensure compliance with the requirements of *N.J.S.A. 18A:39-17-20* governing criminal history background checks, and shall annually submit required documents to the county superintendent of schools on or before August 31 or upon employment for newly hired drivers. The contractor shall ensure that all bus drivers are tested for tuberculosis infection in compliance with *N.J.A.C. 6A:32-6.3*.

The contractor shall have a dispatcher in their office to receive phone calls and answer questions from North Star Academy at least one-half hour before the scheduled beginning times of the routes and one-half hour after the completion of the routes (to include evenings and weekends as applicable). The contractor shall maintain a local office with Supervisors in order to properly oversee the vehicles, personnel and services required and to provide liaison with North Star Academy school designees.

Vendors shall provide an operational plan to demonstrate their ability to provide adequate staffing and customer service support. The operational plan should at the very least consist of the names/titles of staff assigned/accountable to North Star Academy, normal hours of operation, coverage plan beyond normal hours (if applicable) and method of contact (both during and outside of hours of operation). Failure to supply the required response with the proposal package may be cause for disqualification and for the proposal to be rejected.

Your employees, agents, interns, volunteers, vendors, or contractors who will be in direct contact with children have been fully vaccinated against COVID-19, and you are in receipt of such proof of vaccination.

In addition, by submitting a proposal, the vendor warrants that to the best of its knowledge, none of its employees or staff members which are, or could be, assigned to the any network school, or have regular contact with students, have ever been the subject of a substantiated complaint of child abuse or sexual misconduct in any prior school district in which the employee or staff member was assigned or employed. Provider further warrants that, as required by New Jersey P.L. 2018, c.5, it has collected from its employees all documentation required by law, including a list of the staff member's prior places of employment and an affirmative statement from the employee/applicant that he/she has never been the subject of a substantiated complaint of child abuse or sexual misconduct.

5. Payment

Every effort will be made to pay vendors and contractors within thirty (30) to sixty (60) days after the receipt of a written invoice. Payment will be rendered upon completion of actual services performed, to the satisfaction of North Star Academy, on a monthly basis, unless otherwise agreed to by written contract or mandated by *N.J.S.A. 18A:18A-40.1*. North Star Academy, at its discretion may make partial payments.

The invoice shall clearly outline the goods received or services rendered and the date(s) the services were rendered. The invoice must contain the following:

- a. The full name and address of the company
- b. The company's invoice number that may be used as reference

- c. The name of the applicable North Star school
- d. The name of the North Star school contact person
- e. Clearly defined departure and destination points
- f. Actual pickup and drop-off times
- g. Hours of waiting time
- h. Total miles driven(GPS route preferred)
- i. Tolls paid

Also, the invoice must be submitted to the designated school representative where the services were rendered within thirty (30) days of service. Late invoices could greatly delay payment.

C. Compliance With All Laws

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 vendor 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 vendor.

The vendor 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.

If awarded the contract, the vendor (i) will ensure compliance with all applicable federal, state and local regulations, including all current applicable New Jersey statutes, regulations, and policies and procedures which govern student transportation and (ii) all equipment shall meet the current specifications for transportation as set forth in the rules of the New Jersey Department of Transportation, the State Board of Education, federal regulations and any additional specifications of the board of education, and in each case will certify such compliance to North Star Academy upon request.

Section IV – Proposal Preparation and Submission

A. Proposal Forms

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

1. Proposal Form and checklist
2. Affirmative Action Questionnaire (or affirmative action evidence stapled to the questionnaire)
3. Non-Collusion Affidavit
4. Stockholder/Partnership Disclosure and Statement of Ownership
5. Contractor/Vendor Questionnaire/Certification
6. New Jersey Business Registration Certificate
7. Evidence of Ability to Obtain Insurance Coverage
8. Chapter 271 Political Contribution Disclosure Form
9. Vendor's Comment Form
10. Omnibus Transportation Employee Testing Act

11. School Bus Driver Annual Certification
12. CTSA Membership Form
13. Acknowledgement of Addenda
14. Scope of Services Written Responses
15. Iran Disclosure

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

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

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

B. Vendor Qualifications

North Star Academy may make such investigations as it seems necessary to determine the ability of the vendor to perform the terms of the contract. Vendors must complete a Contractor Questionnaire Certification Form and shall furnish all information relative to their experience and qualifications to North Star Academy, to include references, to determine the contractor's ability to perform the duties and obligations as outlined in these specifications. The references provided must be from school districts for which the vendor provided transportation services.

North Star Academy may require, within five (5) days after the period for submission of proposals opening, a complete and detailed Financial Statement prepared by a Certified Public Account, to determine a vendor's financial stability.

C. Vendor Comment Sheet

This form is for the vendor's use in offering voluntary alternates, or other comments intended to afford North Star Academy information or opportunities to improve the quality of the project, without invalidating the proposal. It may not be used to take exception to specific conditions of the project defined in the contract documents which the vendor does not like. The proposal provided must be based upon the plans and specifications, and all contract conditions, as stated. If these documents or conditions contain some untenable item, or extremely expensive provision, for example, to which the vendor wishes to raise objection, this must be done in writing to the Associate, Regional School Support through the question process outlined in the Instructions to Vendors. Such inquiries will have responses issued by addendum only, and the resulting decision circulated to all vendors of record. Inquiries must be raised prior to March, 24th, 2024 at 5:00pm EST, or they will not be answered. Such inquiries will have response issued by addendum only, and the resulting decision circulated to all vendors of record.

D. Prices & Guarantee

Each vendor submitting a proposal for a service contract shall include in his price all labor, materials, equipment, services, and other requirements necessary, or incidental to, the completion of the work, and other pertinent work as hereinafter described, in accordance with the contract documents. All proposals are to be submitted on the price sheet attached to the packet. Any proposal price showing any erasure or alteration must be initialed by the vendor 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 entry. If the disqualified entry is a required one, the entire proposal may be subject to rejection, so please fill out all entries with care. (Refer to Appendix B for a template example of the price list.)

Vendors are to submit one price per item. North Star Academy will not accept multiple proposals on an individual basis, nor will North Star Academy accept a “bottom line” or “all or none” proposal subject to the vendor receiving the entire contract.

The winning vendor shall agree to guarantee the price(s) specified in its proposal for a period of sixty (60) days from the award of contract for any services, goods and equipment requested. The awarded vendor may extend the proposal price guarantee by written permission to North Star Academy. In the event of discrepancy between the unit price and the total price, the smaller of the two will govern the contract. North Star Academy assumes no responsibility to recalculate totals if the contract award is made on the basis of incorrect totals.

E. Bonding Requirements

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

1. Proposal Guarantee REQUIRED NOT REQUIRED

Each proposal when required shall be accompanied by a proposal bond, cashier’s check or certified check in the amount of **\$50,000.00** (Fifty thousand dollars).

This guarantee shall be made payable to North Star Academy. Such deposit shall be forfeited upon refusal of a vendor to execute a contract; otherwise, checks shall be returned when the contract is executed and surety (performance) bond is filed with North Star Academy.

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

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

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

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

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

2. Certificate (Consent) of Surety REQUIRED NOT REQUIRED

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

3. Performance Bond REQUIRED NOT REQUIRED

When required, the successful vendor shall furnish a Performance, Payment and Completion Bond in a sum of at least one hundred percent (100%) of the total amount payable by the terms of this Contract. Such bond shall be in the form required by Statute.

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

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

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

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

Successful vendor shall execute formal contract with North Star Academy in the form required and in such number of counterparts as North Star Academy may request. Such Performance, Payment and Completion Bond shall be furnished and such Contracts shall be executed and delivered by the successful vendor within ten (10) days after the receipt by the successful vendor of notice accepting his proposal by North Star Academy.

North Star Academy will only accept performance bonds from surety companies that are licensed and qualified to do business in the State of New Jersey.

Terms and Conditions

F. Terms and Conditions

1. Indemnification

The vendor shall assume all risk of, and responsibility for, and agrees to indemnify, defend, and save harmless North Star Academy 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, attorney's 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(s) or whatsoever, which shall arise from or result directly or indirectly from the (i) the work and/or materials supplied under this contract; (ii) vendor's or any subcontractor of vendor's intentional or negligent acts or omissions; or (iii) the vendor's or any subcontractor of vendor's violation of, or failure to comply with, any applicable law, statute, rule, regulation, ordinance or code which results in, or has the potential to result in, any adverse finding or penalty assessed against North Star Academy by any government agency or subdivision thereof. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this agreement.

2. Insurance

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

General Liability	
Automobile	\$5,000,000.00
General Aggregate	\$2,000,000.00
Each Occurrence	\$1,000,000.00
Products	\$1,000,000.00
Personal Injury	\$1,000,000.00
Fire Damage	\$50,000.00
Medical Expense	\$5,000.00

The awarded vendor must present to North Star Academy an insurance certificate in the above types and amounts before any work or service begins. To this end, the vendor must include the following clause on the insurance certificate: “North Star Academy is named as an additional insured”.

North Star Academy and the Executive Superintendent shall be notified by the insured whenever any policy is cancelled. Notification shall be made within 48 hours of the receipt of the notification of the cancellation by the insured, and before the cancellation takes effect.

The vendor shall at all times hold and save harmless North Star Academy and the agents, representatives, and employees of North Star Academy against any and all suits, claims, costs, charges, and expense by reason of any damages or claims for damages arising from the negligence of the contractor, his agents, representatives and employees. The vendor is to assume all liability of every sort incident to the work, including property damage caused by its person(s).

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:

Workers Compensation	
Bodily Injury by Accident (each accident)	\$500,000.00
Bodily Injury by Disease (policy limit)	\$500,000.00
Bodily Injury by Disease (each employee)	\$500,000.00
Automobile Liability (per occurrence)	\$1,000,000.00

3. Affirmative Action Requirements

Each contractor shall submit to North Star Academy, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- a. Appropriate evidence that the contractor is operating under an existing federally approved or sanctioned affirmative action program.
- b. A certificate of employee information report approval issued in accordance with N.J.A.C. 17:27-4.

- c. An employee information report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with N.J.A.C. 17:27-4.

Please note: A completed and signed Affirmative Action Questionnaire is required with submission of a proposal. However, North Star Academy will accept, in lieu of the Questionnaire, evidence of affirmative action stapled to the Affirmative Action Questionnaire form. If awarded a contract your company/firm will be required to comply with the requirements of N.J.S.A. 10:5-31 et. seq. and N.J.A.C. 17:27 et. seq.

4. Americans With Disabilities Act

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. 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.

5. Stockholder's Disclosure

All vendors are hereby notified that every corporation and partnership, according to the provision of Chapter 33, Laws of 1977 of the State of New Jersey, must submit a statement prior to the receipt of the proposal or accompanying the proposal, setting forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock, of any class or of all partners in the partnership, who own 10% or greater interest herein, as the case may be. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, has been listed.

6. Business Registration Certificate (N.J.S.A. 52:32-44)

Pursuant to N.J.S.A. 52:32-44 as amended by P.L. 2004 – Chapter 57, all vendors shall submit with their proposal package a copy of their “New Jersey Business Registration Certificate” as issued by the Department of Treasury of the State of New Jersey. Failure to provide the New Jersey Business Registration Certification with the proposal package may be cause for the rejection of the entire proposal.

Goods and Services Contracts

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

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

7. Taxes

As a New Jersey governmental entity, North Star Academy Charter School is exempt from the requirements under New Jersey state sales and use tax (N.J.S. 54:32B-1 et. seq.), and does not pay any sales or use taxes. Vendors should note that they are expected to comply with the provisions of said statute and the rules and regulations promulgated thereto to qualify them for examinations and reference to any and all labor, services, materials and

supplies furnished to North Star Academy. Contractors may not use North Star Academy's tax exempt status to purchase supplies, materials, service or equipment.

8. New Jersey Worker and Community Right to Know Act

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

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

9. Non-Collusion Affidavit

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

10. Political Contributions Disclosure (Requirements)

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

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

“No board 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 North Star Academy during the preceding one year period.”

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

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

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

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

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

11. Political Contributions Disclosure Statement (Pay to Play)

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

Section V – Contractual Terms and Conditions

A. Award of Contract (Rejection of Proposal(s))

The contract shall be awarded, if at all, to the vendor that provides the best overall value to North Star Academy, price and other factors considered. North Star Academy reserves the right to reject any or all proposals pursuant to N.J.S.A. 18A:18A-2(s), (t), (x), (y), 18A:18A-4(a), 18A:18A-22, and to waive any informalities and to take such alternates that North Star Academy feels are in the best interests of North Star Academy. North Star Academy may at its option accept any quantity of each item at the price proposed depending on need. Pursuant to N.J.S.A. 18A:18A-36 North Star Academy shall award the contract or reject all proposals within sixty (60) days, noting the exception highlighted in the law.

Please note that all transportation contracts also require the approval of the County Superintendent of Schools.

B. Equally Scored Proposals

Pursuant to N.J.S.A. 18A:18A-1 et seq., when two or more vendors submit equally scored proposals, North Star Academy may award the contract to the vendor whose response, in the discretion of North Star Academy, is the most advantageous, price and other factors considered.

C. Return of Contracts and Related Contract Documents

Upon notification of award of contract by North Star Academy, the successful vendor shall sign and execute a formal contract agreement between North Star Academy and the vendor.

The successful vendor shall sign and execute said contracts and return said contracts along with the following:

1. Performance Bond in the total amount of the contract (*if required*)
2. Certificate (Consent) of Surety (*if required*)
3. Insurance Certificate with North Star Academy as an additional insured.
4. Affirmative Action Evidence
5. Other required documents as may be outlined in the proposal specifications.

The executed contracts and related documents must be returned as indicated below via email, **within ten (10) days of receipt of notification**

Raquel Guerra
Associate, Regional School Support
North Star Academy Charter School of Newark, Inc.
Raquel.Guerra@northstaracademy.org

Failure to execute the contract and return the contract and related documents within the prescribed time may be cause for a delay in payment for services rendered or products received or the annulment of award by North Star Academy with the proposal security becoming property of North Star Academy. North Star Academy reserves the right to accept the proposal of the next acceptable vendor.

D. Renewal of Contract (Availability and Appropriation of Funds)

North Star Academy may, at its discretion, request that a contract for services be renewed in full accordance with N.J.S.A. 18A:18A-42. The Network Special Projects Manager may negotiate terms for a renewal of contract proposal and present the negotiated proposal to North Star Academy. All multi-year contracts and renewals are subject to the availability and appropriation annually of sufficient funds.

North Star Academy Charter Schools of Newark is the final authority in awarding renewals of contracts.

E. Term of Contract

The successful vendor, 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 agreed upon. The contract term is from the **point of award through June 30, [2023]**, with the option for three (3) additional one-year renewals. The contract will not contain automatic renewal provisions.

It is the intent of North Star Academy to award a contract as soon as possible after the date set for the opening of proposals and to require the successful contractor to provide transportation in accordance with these specifications. Student transportation contracts are deemed to include all the regulations and procedures pertaining to student transportation though not expressly stated.

North Star Academy reserves the right to transfer the contract awarded under these specifications to another board of education.

F. Subcontracting (Assignment of Contract)

Contractors, services providers, and all vendors with whom North Star Academy has an executed contract may not subcontract any part of any work done or consign any contract for goods or materials for North Star Academy without first receiving written permission from the Associate, Regional School Support.

Contractors, service providers, and vendors using subcontractors assume all responsibility for work performed by subcontractors. North Star Academy may require the following documents to be secured from all approved subcontractors:

1. Insurance Certificate as outlined
2. Affirmative Action Evidence
3. Written certification that the subcontractor shall adhere to prevailing wages as provided through New Jersey State Law.

In cases of subcontracting, North Star Academy shall only pay the prime contractor. It is the sole responsibility of the prime contractor to ensure that all subcontractors are paid. North Star Academy 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.

G. Termination of Contract

If North Star Academy determines that the contractor has failed to comply with the terms and conditions of the 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 North Star Academy shall have the authority to terminate the contract upon thirty (30) days' written notice setting forth the reason for termination and effective date of termination.

Termination by North Star Academy of the contract does not absolve the vendor from potential liability for damages caused by the contractor's breach of this agreement. North Star Academy may withhold payment due the contractor and apply some towards damages once established. North Star Academy 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 North Star Academy harmless from any liability to subcontractors or suppliers concerning work performed or goods provided arising out of the lawful termination of this agreement. A release of lien may be required, if applicable, at North Star Academy's option.

H. Liability (Copyright)

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

I. 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 who have a contract with North Star Academy to provide goods or services cannot unilaterally claim an increase in the cost of the contract because of Force Majeure.

J. False Material Representation (N.J.S.A. 2C:21-34-97(b))

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

Section VI – Required Proposal Forms – Submit with Proposal Packet

Proposal Number: TRAN-2023

Proposal Date: Tuesday, April 4, 2023

FORM A: PROPOSAL FORM AND CHECKLIST

I hereby acknowledge and agree that I have read and completed all of the preceding Proposal Terms and Conditions. All required forms are included in our proposal submission.

<u>Forms</u>	<u>In Proposal - Yes/No</u>	<u>Section/Page Number</u>
Proposal Form		
Affirmative Action Questionnaire/Evidence		
Non-Collusion Affidavit		
Stockholder/Partnership Disclosure		
Contractor/Vendor Questionnaire/Certification		
Proposal Guarantee (Proposal Bond, Cashiers or Certified Check)		
NJ Business Registration Certificate		
Evidence of Ability to Obtain Insurance Coverage		
Chapter 271 Political Contribution Disclosure		
Vendor's Comment Form		
Omnibus Transportation Employee Testing Act		
School Bus Driver Annual Certification		
CTSA Membership Form		
Acknowledgment of Addenda		
Written Responses to Scope of Services		
Iran Disclosure		

The checklist below serves as a reminder of the items pertaining to this proposal. The checklist is not considered to be all-inclusive. Vendors are to read and become familiar with all instructions outlined in the proposal package.

<u>Item</u>	<u>Yes</u>	<u>No</u>
Have you verified your pricing to ensure accuracy?		
Have you prepared all supporting documents for submission?		
Have you signed all your documents? (No facsimile signatures)		
Did you make a copy of the proposal package for your records?		
Did you correctly address the envelope?		
Have you allowed ample time for the proposal to reach Raquel Guerra?		

I/We the undersigned are duly authorized to execute this Tender on behalf of:

NAME: _____ TITLE: _____

SIGNATURE: _____ E-MAIL: _____

COMPANY NAME: _____

ADDRESS: _____

PHONE: _____ FAX: _____

Section VI – Required Proposal Forms – Submit with Proposal Packet
Proposal Number: **TRAN-2023** Proposal Date: **Tuesday, April 4, 2023**

FORM B: AFFIRMATIVE ACTION QUESTIONNAIRE

This form is to be completed and returned with the proposal. However, North Star Academy will accept evidence of affirmative action, in lieu of this questionnaire, stapled to this page.

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

_____ YES _____ NO

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

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

_____ YES _____ NO

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

3. If you answered **NO** to both questions above, an affirmative action *Employee Information Report (AA-302)* will be mailed to you. Complete the form and forward it to the Affirmative Action Office, Department of Treasury, CN 209, Trenton, NJ 08625. A copy shall be submitted to North Star Academy within seven (7) days of the notice of the intent to award the contract or the signing of the contract.

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

Name of Company/Firm _____

Name of Authorized Agent _____ *Title* _____

SIGNATURE _____ *Date* _____

Section VI – Required Proposal Forms – Submit with Proposal Packet

Proposal Number: TRAN-2023

Proposal Date: Tuesday, April 4, 2023

FORM C: NON-COLLUSION AFFIDAVIT

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 the _____ of the firm of _____
Title Company Name

and the vendor 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 vendors, or otherwise taken any action in restraint of free, competitive contracting in connection with the above named proposal, and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that North Star Academy of the State of New Jersey relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said proposal.

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 the following company:

(Print Name of Contractor/Vendor)

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

me this _____ day of _____, _____
Month Year

Print Name of Notary Public

Signature of Notary Public

My commission expires _____ - Seal -
Month Day Year

Section VI – Required Proposal Forms – Submit with Proposal Packet

Proposal Number: TRAN-2023

Proposal Date: Tuesday, April 4, 2023

FORM D: STOCKHOLDER/PARTNERSHIP DISCLOSURE AND STATEMENT OF OWNERSHIP

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

<input type="checkbox"/>	<u>Corporation</u>	<input type="checkbox"/>	<u>Limited Partnership</u>
<input type="checkbox"/>	<u>Partnership</u>	<input type="checkbox"/>	<u>Limited Liability Corp.</u>
<input type="checkbox"/>	<u>Sole Proprietorship</u>	<input type="checkbox"/>	<u>Limited Liability Partnership</u>
<input type="checkbox"/>	<u>Sub Chapter S Corp.</u>	<input type="checkbox"/>	Other- _____

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

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

Name of Company _____

Address _____

City, State, Zip _____

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

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

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

Signature _____ **Date** _____

STOCKHOLDER/PARTNERSHIP DISCLOSURE AND STATEMENT OF OWNERSHIP (continued)

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

Our firm, _____, is organized

Names of Principals

Title

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

Name of Company _____

Address _____

City, State, Zip _____

Authorized Agent _____ *Title* _____

SIGNATURE OF AUTHORIZED AGENT

Section VI – Required Proposal Forms – Submit with Proposal Packet

Proposal Number: TRAN-2023

Proposal Date: Tuesday, April 4, 2023

FORM E: CONTRACTOR/VENDOR QUESTIONNAIRE/CERTIFICATION

Name of Company _____

Street Address _____ PO Box _____

City, State, Zip _____

Business Phone Number (____) _____ Ext. _____

Emergency Phone Number (____) _____

FAX No. (____) _____ E-Mail _____ Years in
Business _____ Number of Employees _____

References: From school districts in NJ. Three (3) references **MUST** be provided.

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

FAMILIARITY WITH CONDITIONS OF CONTRACT

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

Yes ____ No ____

VENDOR CERTIFICATION

Direct/Indirect Interests

I declare and certify that no member of North Star Academy, nor any officer or employee or person whose salary is payable in whole or in part by said Board or their immediate family members are directly or indirectly interested in this proposal 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 North Star Academy has an interest in the proposal, etc., then please attach a letter of explanation to this document, duly signed by the president of the firm or company.

CONTRACTOR/VENDOR QUESTIONNAIRE/CERTIFICATION
(continued)

Gifts; Gratuities; Compensation

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

Vendor Contributions: Abbott School Districts

I declare and certify that I fully understand N.J.A.C. 6A:10-1.1(e1-6) concerning vendor contributions to school members of Abbott School Districts.

I certify that I am not an official or employee of North Star Academy.

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.

Printed Name of President/Authorized Agent

Signature

FORM F: CHAPTER 271 - POLITICAL CONTRIBUTION DISCLOSURE FORM
(Contracts that Exceed \$17,500.00)
Ref. N.J.S.A. 52:34-25

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

Reportable Contributions

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

The Business Entity may attach additional pages if needed.

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

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

Certification

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

Name of Authorized Agent _____

Signature _____ Title _____

Business Entity _____

P.L. 2005, c.271
(Unofficial version, Assembly Committee Substitute to A-3013, First Reprint*)

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

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

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

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

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

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

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

P.L. 2005,c271

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

c. As used in this section:

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

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

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

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

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

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

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

P.L. 2005,c271

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

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

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

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

Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

As used in this section:

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

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

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

4. This act shall take effect immediately.

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

**List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 52:34-25**

County Name: Essex

State: Governor, and Legislative Leadership Committees

Legislative District #: 36

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

County:

Freeholders
Surrogate

County Clerk
Registrar of Deeds

Sheriff

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

Belleville	Millburn	Glen Ridge	Verona
Bloomfield	Montclair	Irvington	West Orange
Caldwell/West Caldwell	Newark	Livingston	
Cedar Grove	North Caldwell	Maplewood	
Essex Fells	Nutley	Roseland	

Boards (Members of North Star Academy):

Nicole Bearce Albano	Firm Member, Lowenstein Sandler PC
Paul Bambrick-Santoyo	Managing Director, Board Secretary
Ravi Bellur	Managing Director, Tarsadia Capital
Lawrence Evans	Managing Director, Citigroup
Ann D. Borowiec	Retired, CEO Private Wealth Management, J.P. Morgan
Thomas Redburn	Partner, Lowenstein Sandler PC
Scott Sleyster	Executive VP & COO, International Businesses, Prudential Financial

James Verrilli	Senior Dean of Faculty Development, Relay Graduate School of Education
Trisha Scipio	Administrative Affairs, DLJ Communications Group
Rick Rieder (Chairman)	Managing Director, Head of Fixed Income Alternatives, BlackRock
Scott Sleyster	Chief Investment Officer, Prudential Financial, Inc.
Ezdehar Abuhatab	Parent Council President
Steven Creekmur	Parent Council President

Fire Districts (Board of Fire Commissioners)

Section VI – Required Proposal Forms – Submit with Proposal Packet

Proposal Number: TRAN-2023

Proposal Date: Tuesday, April 4, 2023

FORM G: VENDOR’S COMMENT FORM

(Completion of this form is optional)

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

Name of Company _____

Address _____

City, State, Zip _____

Name of Authorized Representative _____

Signature _____ Title _____ Date _____

Section VI – Required Proposal Forms – Submit with Proposal Packet

Proposal Number: TRAN-2023

Proposal Date: Tuesday, April 4, 2023

FORM H: OMNIBUS TRANSPORTATION EMPLOYEE TESTING ACT COMPLIANCE

The following company

_____ is currently under contract

_____ will be contracted with

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

Name of Testing Company _____

Address _____

City, State, Zip _____

Contact Person _____

Telephone _____ Email _____

Name of Proposing Company _____

Address _____

City, State, Zip _____

Name of Vendor's Authorized Representative _____

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

Section VI – Required Proposal Forms – Submit with Proposal Packet

Proposal Number: TRAN-2023

Proposal Date: Tuesday, April 4, 2023

FORM I: SCHOOL BUS DRIVER ANNUAL CERTIFICATION TO THE EXECUTIVE COUNTY SUPERINTENDENT OF SCHOOLS

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

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

Name of Company _____

Address _____

City, State, Zip _____

Name of Authorized Representative _____

Signature _____ Title _____ Date _____

Section VI – Required Proposal Forms – Submit with Proposal Packet

Proposal Number: TRAN-2023

Proposal Date: Tuesday, April 4, 2023

**FORM J: COORDINATED TRANSPORTATION SERVICES AGENCY MEMBERSHIP FORM
(CTSA only)**

BOARD OF EDUCATION

CHIEF SCHOOL ADMINISTRATOR

Name of Company _____

Address _____

City, State, Zip _____

Name of Authorized Representative _____

Signature _____ Title _____ Date _____

FORM L: ACKNOWLEDGEMENT OF ADDENDA

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

ADDENDA NUMBER:

ISSUING DATES:

No Addenda Received

Name of Company _____

Address _____ P.O. Box _____

City, State, Zip Code _____

Name of Authorized Representative _____

Signature _____ Date _____



**CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES
IN RUSSIA OR BELARUS PURSUANT TO P.L.2022, c.3**

CONTRACT / BID SOLICITATION TITLE _____

CONTRACT / BID SOLICITATION No. _____

CHECK THE APPROPRIATE BOX

I, the undersigned, am authorized by the person or entity seeking to enter into or renew the contract identified above, to certify that the Vendor/Bidder is not engaged in prohibited activities in Russia or Belarus as such term is defined in [P.L.2022, c.3](#),¹ section 1.e, except as permitted by federal law.

I understand that if this statement is willfully false, I may be subject to penalty, as set forth in P.L.2022, c.3, section 1.d.

OR

I, the undersigned am unable to certify above because the person or entity seeking to enter into or renew the contract identified above, or one of its parents, subsidiaries, or affiliates may have engaged in prohibited activities in Russia or Belarus. A detailed, accurate and precise description of the activities is provided below.

Failure to provide such description will result in the Quote being rendered as non-responsive, and the Department/Division will not be permitted to contract with such person or entity, and if a Quote is accepted or contract is entered into without delivery of the certification, appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Description of Prohibited Activity

Attach Additional Sheets If Necessary.

If you certify that the bidder is engaged in activities prohibited by P.L. 2022, c. 3, the bidder shall have 90 days to cease engaging in any prohibited activities and on or before the 90th day after this certification, shall provide an updated certification. If the bidder does not provide the updated certification or at that time cannot certify on behalf of the entity that it is not engaged in prohibited activities, the State shall not award the business entity any contracts, renew any contracts, and shall be required to terminate any contract(s) the business entity holds with the State that were issued on or after the effective date of P.L. 2022, c. 3.

Signature of Authorized Representative

Date

Print Name and Title of Authorized Representative

Vendor Name

¹ Engaged in prohibited activities in Russia or Belarus" means (1) companies in which the Government of Russia or Belarus has any direct equity share; (2) having any business operations commencing after the effective date of this act that involve contracts with or the provision of goods or services to the Government of Russia or Belarus; (3) being headquartered in Russia or having its principal place of business in Russia or Belarus, or (4) supporting, assisting or facilitating the Government of Russia or Belarus in their campaigns to invade the sovereign country of Ukraine, either through in-kind support or for profit.



DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND 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

Proposal Number: TRAN-2023

Proposal Date: Tuesday, April 4, 2023

APPENDIX A

North Star Academy Charter Schools of Newark Campus Sites (2022-23)								
Campus Name	Washington Park HS	Downtown MS	Clinton Hill MS	Vailsburg MS	West Side MS	Central Ave MS	Lincoln Park MS	Lincoln Park HS
Location	13 Central Avenue	10 Washington Place	600 Clinton Avenue	24 Hazelwood Avenue	571 18th Avenue	72 Central Avenue	377 Washington Street	377 Washington Street
Grades Served	9-12	5-8	5-8	5-8	5-8	5-8	5-8	9-12

North Star Academy Charter Schools of Newark Campus Sites (2022-23)						
Campus Name	Vailsburg ES	West Side Park ES	Fairmount ES	Liberty ES	Alexander ES	Lincoln Park ES
Location	24 Hazelwood Avenue	557 18 th Avenue	108 S. 9 th Street	108 S. 9 th Street	43 Alexander Street	377 Washington Street
Grades Served	K-4	K-4	K-4	K-4	K-4	K-4

Section VII – Appendix

Proposal Number: TRAN-2023

Proposal Date: Tuesday, April 4, 2023

APPENDIX B

The following attached pricing page is to be filled out. You must quote on each item – failure to do so may result in a disqualification of your proposal. Proposals should not include the cost of parking and tolls – these additional expenses should be discussed with each school during the reservation process, and the confirmation/quote page should include estimated tolls. **Prices must be held from point of award through June 30, 2019. The lowest responsive, responsible vendor for the total cost of Part I will win the contract.** Prices included in Part II and Part III will be used to determine costs of any additional trips, and considered in the proposal evaluation ratings.

Part I: Pre-scheduled Trips

Trip Destination	Approx. Miles from Campus (Roundtrip)	Estimated Hours	# of 54 pas buses	Cost per bus	Cost per trip
Accenture Job Shadowing	40	6	2	\$_____.00 per bus	\$_____.00
Adventure Aquarium	180	8	2	\$_____.00 per bus	\$_____.00
Adventure Aquarium, Camden, NJ	180	7	2	\$_____.00 per bus	\$_____.00
African American Heritage Museum, NJ	204	7	2	\$_____.00 per bus	\$_____.00
American Museum of Natural History	56	6	2	\$_____.00 per bus	\$_____.00
Apollo Theater, NY	44	7	2	\$_____.00 per bus	\$_____.00
Barnes & Noble	21	3	1	\$_____.00 per bus	\$_____.00
Basketball - Boys	50	5	1	\$_____.00 per bus	\$_____.00
Basketball - Girls	50	5	1	\$_____.00 per bus	\$_____.00
Body World Exhibit	33	7	2	\$_____.00 per bus	\$_____.00
Branch Brook Skating Rink	11	1	8	\$_____.00 per bus	\$_____.00
Bronx Zoo	54	7	2	\$_____.00 per bus	\$_____.00
Buehler Challenger	40	6	2	\$_____.00 per bus	\$_____.00
CBS Studios, NYC	25	9	1	\$_____.00 per bus	\$_____.00
Columbia U & Museum of Natural History, NYC	36	10	2	\$_____.00 per bus	\$_____.00

Cross Country Meet	50	5	1	\$_____.00 per bus	\$_____.00
Ellis Island	30	6	1	\$_____.00 per bus	\$_____.00
Essex County Park Skating Rink	30	4	2	\$_____.00 per bus	\$_____.00
Field Day- Harbor Hills Day Camp	60	12	6	\$_____.00 per bus	\$_____.00
Food Bank, NJ	12	3	2	\$_____.00 per bus	\$_____.00
Fosterfields, Morristown, NJ	40	5	2	\$_____.00 per bus	\$_____.00
Franklin Institute, PA	182	7	2	\$_____.00 per bus	\$_____.00
Frost Valley (EOY)	250	5	4	\$_____.00 per bus	\$_____.00
Great Adventure	120	5	2	\$_____.00 per bus	\$_____.00
GSSPA (Rutgers Univ.)	60	5	2	\$_____.00 per bus	\$_____.00
Harlem DNA Learning Center	45	6	2	\$_____.00 per bus	\$_____.00
Heaven Hills, NJ	106	7	2	\$_____.00 per bus	\$_____.00
Essex County College	20	4	8	\$_____.00 per bus	\$_____.00
Independence Mall	172	10	1	\$_____.00 per bus	\$_____.00
Jewish Heritage Museum	44	6	2	\$_____.00 per bus	\$_____.00
JFK Airport	60	1	1	\$_____.00 per bus	\$_____.00
Junie B. Jones play	30	3	4	\$_____.00 per bus	\$_____.00
Lenape Village	76	5	2	\$_____.00 per bus	\$_____.00
Liberty Science Center	34	6	2	\$_____.00 per bus	\$_____.00
MAYO Theatre	42	4	2	\$_____.00 per bus	\$_____.00
Meadowlands Environmental Center	20	5	1	\$_____.00 per bus	\$_____.00
Metropolitan Museum	41	7	4	\$_____.00 per bus	\$_____.00

Museum of Mathematics	35	9	2	\$_____.00 per bus	\$_____.00
Museum of Natural History	55	6	2	\$_____.00 per bus	\$_____.00
NCC Neighborhood Center	3	1	1	\$_____.00 per bus	\$_____.00
New Community Recreation of Newark	3	3	1	\$_____.00 per bus	\$_____.00
New York Botanical Gardens Bronx, NY	27	6	2	\$_____.00 per bus	\$_____.00
Newark Airport	8	1	1	\$_____.00 per bus	\$_____.00
Newark Museum	6	2	1	\$_____.00 per bus	\$_____.00
Newark Penn Station	6	1	1	\$_____.00 per bus	\$_____.00
North Star College Prep HS	6	3	1	\$_____.00 per bus	\$_____.00
NYU, NY	20	4	2	\$_____.00 per bus	\$_____.00
Philadelphia, PA	180	7	2	\$_____.00 per bus	\$_____.00
Princeton Blairstown Adventure Center	132	2	3	\$_____.00 per bus	\$_____.00
Princeton University	86	12	2	\$_____.00 per bus	\$_____.00
Project U.S.E (Wildcat Mountain Wilderness Center)	83	9	1	\$_____.00 per bus	\$_____.00
Project USE	35	9	4	\$_____.00 per bus	\$_____.00
Rutgers Law School	6	2	1	\$_____.00 per bus	\$_____.00
Sandy Hook, NJ	105	7	4	\$_____.00 per bus	\$_____.00
Schaumburg Center, NY	45	7	2	\$_____.00 per bus	\$_____.00
Senior Lit - Brooklyn, NYC	25	6	2	\$_____.00 per bus	\$_____.00
Senior Signing Day	20	4	8	\$_____.00 per bus	\$_____.00
Seton Hall University (South Orange Campus)	7	4	2	\$_____.00 per bus	\$_____.00

Six Flags	120	11	4	\$_____.00 per bus	\$_____.00
Soccer	50	5	1	\$_____.00 per bus	\$_____.00
South Orange Field Day	3	6	8	\$_____.00 per bus	\$_____.00
State Theatre, NJ	64	7	2	\$_____.00 per bus	\$_____.00
Suessical play	30	3	2	\$_____.00 per bus	\$_____.00
Sun High Orchard Farm	60	5	2	\$_____.00 per bus	\$_____.00
TBD - Local Theatre	30	4	2	\$_____.00 per bus	\$_____.00
The Amish Experience, PA	290	7	2	\$_____.00 per bus	\$_____.00
Track - Spring	50	7	1	\$_____.00 per bus	\$_____.00
Track - Winter	50	7	1	\$_____.00 per bus	\$_____.00
Trailside Nature Center	20	5	2	\$_____.00 per bus	\$_____.00
Turtle Back Rock Park	10	4	10	\$_____.00 per bus	\$_____.00
U Penn & Franklin Institute, Philadelphia	185	10	2	\$_____.00 per bus	\$_____.00
Union County Performing Arts Center	26	4	2	\$_____.00 per bus	\$_____.00
Volleyball - Boys	50	5	1	\$_____.00 per bus	\$_____.00
Volleyball - Girls	50	5	1	\$_____.00 per bus	\$_____.00
West Side Park Elem	7	5	3	\$_____.00 per bus	\$_____.00
Westside Park	3	2	1	\$_____.00 per bus	\$_____.00
Wightman's Farm, Morristown NJ	54	5	2	\$_____.00 per bus	\$_____.00
Winaking @ Waterloo	80	7	2	\$_____.00 per bus	\$_____.00
Yale University	180	7	1	\$_____.00 per bus	\$_____.00
Weekend Trips					

Track - Spring (weekend)	50	7	1	\$_____.00 per bus	\$_____.00
Track - Winter (weekend)	50	7	1	\$_____.00 per bus	\$_____.00

Part II: Base Rates For Additional Trips

Intra-state Routes between 0-50 miles

0-6 hours \$ _____ .00 per bus

6-12 hours \$ _____ .00 per bus

Total Intra-state 0-50 mi \$ _____ .00 per bus

Intra-state Routes between 50-100 miles

0-6 hours \$ _____ .00 per bus

6-12 hours \$ _____ .00 per bus

Total Intra-state 50-100 mi \$ _____ .00 per bus

Interstate Routes between 0-50 miles

0-6 hours \$ _____ .00 per bus

6-12 hours \$ _____ .00 per bus

Total Interstate 0-50 mi \$ _____ .00 per bus

Interstate Routes between 50-100 miles

0-6 hours \$ _____ .00 per bus

6-12 hours \$ _____ .00 per bus

Total Interstate 50-100 mi \$ _____ .00 per bus

Interstate Routes 100+

0-6 hours \$ _____ .00 per bus

6-12 hours \$ _____ .00 per bus

Total Interstate 100+ mi \$ _____ .00 per bus

Part III: Additional Fees

Additional Hourly Rate (beyond allotted time) \$ _____ .00 per bus

Weekend Rate \$ _____ .00 per hour (in addition to base charge)

Holiday Rate \$ _____ .00 per hour (in addition to base charge)

APPENDIX C

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

The contractor and North Star Academy (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.

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APPENDIX D

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

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APPENDIX E

WORKER AND COMMUNITY RIGHT TO KNOW

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

