

VILLAGE OF RIDGEWOOD



Department of Parks and Recreation

PROPOSAL FOR

School Bus Transportation Services

BID OPENING

Date: *Wednesday, March 9, 2016*

Time: *10:00 A.M.*

Place: *Village Hall Level Three Conference Room*
131 North Maple Avenue, Ridgewood, New Jersey 07450

VILLAGE OF RIDGEWOOD

NOTICE TO BIDDERS

Sealed bid proposals will be received by the Village of Ridgewood, in the 3rd Floor Conference Room, 131 North Maple Avenue, Ridgewood, New Jersey 07451, on Wednesday, March 9, 2016, at 10:00 am prevailing time, and then publicly opened and read aloud by the Director of Parks and Recreations or his designated representative for the following project:

School Bus Transportation Services

The work of the Contract shall be to supply School Bus Transportation Service for the Village of Ridgewood, Department of Parks and Recreation as needed and described in the contract specifications.

Specifications and bid forms may be obtained from the office of the Ridgewood Parks and Recreation Department, 259 North Maple Avenue, Ridgewood, New Jersey 07451, weekdays between the hours of 8:30 a.m. and 4:30 p.m., by telephone (201) 670-5560, or by Email request to recreation@ridgewoodnj.net. Prospective bidders requesting bid documents be mailed to them shall be responsible for providing their own postage/delivery service remuneration.

The contractual obligation of the Village of Ridgewood under this Contract for these items is contingent upon the availability of appropriated funds from which payment for this Contract can be made.

Prices quoted must be net and exclusive of all Federal, State and Local Sales and Excise Taxes. Bids may be submitted prior to the bid opening in person or by mail, addressed to the Office of the Village Clerk. The Village assumes no responsibility for loss or non-delivery of any bid sent to it prior to the Bid opening.

Each bid must be enclosed in a sealed envelope with the name of the bidder thereon and endorsed, **School Bus Transportation Services** and must be accompanied by the following:

- A certified check, cashier's check, or Bid Bond (*Schedule B*), drawn to the order of the Village of Ridgewood in the amount of \$1,500.00;
- A Consent of Surety (Schedule A);
- A Corporation or Partnership Statement (Schedule C);
- A Non-Collusion Affidavit (Schedule D); a Statement of Responsibility (Schedule E);
- A copy of the bidder's State of New Jersey Business Registration Certificate.

Any award or awards may be made at a later or subsequent time or meeting of the Village Council. All required schedules, that is Schedule A, B, C, D, E, and F, are required to be submitted on the forms attached to the bid documents. No other forms will be accepted.

The successful bidder shall comply with all applicable provisions of the Prevailing Wage Act, as determined by the New Jersey Department of Labor. All contractors, their subcontractors, and material suppliers shall comply with all applicable provisions of the Public Works Contractor Registration Act, pursuant to Public Law 1999 Chapter 238 and the Contractor Business Registration Program, pursuant to Public Law 2004 Chapter 57. Evidence of satisfactory registration shall be submitted at the time of the bid (where applicable).

The successful bidder shall furnish and deliver to the Village of Ridgewood a performance and payment bond (Schedule F) in the amount of 100 percent of the accepted bid amount as security for the faithful performance of the Contract. Additionally, the successful bidder shall furnish policies or Certificates of Insurance required by the Contract. In default thereof, said checks and/or bid bond and the amount represented thereby shall be forfeited to the Village of Ridgewood as liquidated damages, not as a penalty.

Proposals submitted by Bidders and/or Bidder's Insurance Company(ies) not chartered in the State of New Jersey, must be accompanied by proper certificate(s) from the Secretary of State, indicating that such Bidders, Bidder's Insurance Company(ies), and/or Surety Company(ies) is (are) authorized to do business in the State of New Jersey. The Village of Ridgewood reserves the right to reject any or all bids, to waive any informalities or to accept a bid which, in its judgment best serves the interest of the Village. No bids may be withdrawn for a period of sixty-days (60) after the date and time set for the opening of bids.

"BIDDERS ARE REQUIRED TO COMPLY WITH THE REQUIREMENTS OF N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27). A complete statement as to these requirements is included in the specifications.

By Order of the Village Manager

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Proposal

Certificate from the NJ Secretary of State that business is licensed in NJ -- (Only for bidders, companies, surety companies, etc. not chartered in the State of New Jersey)

Acknowledgement of Receipt of Changes to Bid Documents

Copy of New Jersey Business Registration Form

Required Forms to be submitted by Successful Bidder:

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GENERAL INSTRUCTIONS

It is the purpose of these General Conditions and Instructions to establish an understanding of the intent of the Village of Ridgewood Department of Parks and Recreation in the purchase of School Bus Transportation Service.

Bidders shall be responsible to carefully examine the specifications enclosed herewith as well as the conditions of the bid. Failure to comply with any section of this invitation/notice may be deemed just cause for rejection of the bid as being non-responsive and not meeting specifications.

Specifications and bid forms may be obtained from the office of the Ridgewood Parks and Recreation Department, 259 North Maple Avenue, Ridgewood, New Jersey 07451, weekdays between the hours of 8:30 a.m. and 4:30 p.m., by telephone (201) 670-5560, or by Email request to recreation@ridgewoodnj.net. Prospective bidders requesting bid documents be mailed to them shall be responsible for providing their own postage/delivery service remuneration.

Sealed Proposals will be received at the location and on the date and time stated in the Notice to Bidders, and at that time opened and publicly read aloud. **No bids will be accepted beyond the time specified.** The Village takes no responsibility for the receipt of bids through the U.S. Postal Service or other courier services.

PREPARATION OF BID PROPOSAL

1. Bid Submission

All bids must be submitted on the Proposal forms furnished herein and must be enclosed in a sealed opaque envelope, with the name of the bidder and the name of the project plainly and clearly marked on the outside as follows:

BY MAIL: Village of Ridgewood
Office of the Village Clerk
131 North Maple Avenue
Ridgewood, N.J. 07451

IN PERSON: Village of Ridgewood
Department of Parks & Recreation
259 North Maple Avenue
Ridgewood, N.J. 07451

Proposal For: **School Bus Transportation Service**

Submitted By: _____
(Name of Bidder)

2. Bid Opening

At the time fixed, bids will be opened and read publicly. All bidders or their authorized representatives are invited to be present.

Hour: 10:00 a.m.

Date: Wednesday, March 9, 2016

Location: Village Hall Level Three Conference Room
131 North Maple Avenue, Ridgewood, New Jersey

3. Bid Completion

The bidder shall fill in all blank spaces in the bid form using ink or typewriter and sign same in ink. Erasures or other changes in the bid must be explained or noted over the signature of the bidder. Bids containing any conditions, omissions, unexplained erasures or alterations, or any item not called for in the Proposal, or irregularities of any kind, may be cause for rejection by the Village. Bidders may bid on any or all items or categories in this bid, unless other stipulations are made in the specifications.

4. Conditional Bids

Conditional bids will not be accepted. Base Bid shall govern award of Contract.

5. Time to Award Contract

Bids are to remain firm for a period of not less than sixty (60) days. Award or rejection of bids will be made within this period.

6. Withdrawal of Bids

Any bid may be withdrawn on written request received from a bidder prior to the time fixed for the bid opening. No right to withdraw a bid shall exist after the time specified for opening of bids has arrived, or for sixty (60) days thereafter. The written request shall be signed by the bidder.

7. Comparison of Bid Prices

Prices must be submitted in words and in figures. In case of variance, the price in words shall prevail. The Village reserves the right to make all corrections based upon the foregoing, and comparison of all bids will be based upon the correct total and the presumption that the price in words is the true intent of the bidder. The prices bid shall cover the cost of supplying all necessary materials together with all special equipment and tools. It shall include the cost of insurance, bond, and other charges incidental to the work or delivery.

8. Tax Exemption

Prices quoted in all bids shall include delivery (FOB destination) and be exclusive of all Federal, State or Local Taxes, from which the Village is exempt.

9. Term of Contract

The contract expires December 31, 2016.

10. Right to Reject Bids

The Village reserves the right to reject any and all bids, to award in whole or in part, to waive immaterial defect or informality in any bid, or to accept substitutes of equal or better quality, where it is deemed to be in the best interest of the Village to do so.

11. Return of Proposal Guarantee

The Proposal guarantee of all bidders except the three (3) apparent lowest responsible bidders, will be returned within ten (10) days after the opening of bids, Sundays and Holidays excepted. The Proposal guarantee of the remaining unsuccessful bidders will be returned within three (3) days, Sundays and Holidays excepted, after award of a Contract and approval of the Contractor's performance bond.

12. Use of Proposal Guarantee as Liquidated Damages

All deposits made with bids hereon shall be returned to the person making the same as soon as the three lowest responsible bidders are selected (except those deposits made by the lowest responsible bidders) but, in any event, within thirty days after receipt of bids. If the bidder to whom the award is made shall fail to execute the Contract and furnish the required bond or security for the performance of the Contract within fourteen (14) days, the award shall be vacated and the deposit forfeited as liquidated damages.

13. Default Clause

If, during the term of this agreement, any one of the following acts or occurrences shall occur, the Contractor shall be deemed in default of the agreement.

- a. If the Contractor shall make an assignment for the benefit of creditors.
- b. If the Contractor shall file a voluntary petition in bankruptcy or be adjudicated a bankrupt or insolvent under any Federal or State laws.
- c. If the Contractor shall seek of consent or acquiesce in the appointment of any trustee, receiver or liquidator.
- d. If any involuntary petition in bankruptcy or proceeding to appoint a receiver, trustee or a liquidator is filed against the Contractor and such petition or processing is not vacated or discharged within thirty (30) days.
- e. If Contractor shall fail to pay any rent or other monetary sums when due.
- f. If Contractor fails to observe or perform any other covenant of condition of this agreement and such failure continues and is not remedied within fifteen (15) days after the Village shall have given Contractor a notice specifying same; or, if the condition cannot be remedied with fifteen (15) days, Contractor has not commenced remedial action and is not diligently pursuing the same.
- g. if Contractor shall vacate or abandon the operation of the property described in the agreement.

Should any of the above mentioned events of default occur, the Village may, at its option, and notwithstanding any other remedies at law or in equity, give Contractor a notice of intention to terminate the agreement five (5) days after the date of service of the said notice and upon the expiration of said five (5) days, the agreement shall remain liable for any damages which may be awarded to the Village as provided by law or by this agreement.

14. Required Signatures

The firm, corporate or individual name of the bidder must be signed in the space provided for signatures on the Proposal form. In the case of a corporation, the title of the officer signing must be stated, and the signature of said officer must be duly attested and the corporate seal affixed. In the case of partnership, each partner must sign, or the bid must be accompanied by original evidence of the authority of the bidding partner to act for the full partnership. A corporation not organized in the State of New Jersey must, as a condition to an award of the Contract, furnish proof that it has qualified, under the laws of New Jersey, to do business in this State.

15. Technical Questions

Any technical questions on the School Bus Transportation Service should be addressed to:

Timothy J. Cronin
Director of Parks and Recreation
259 North Maple Avenue
Ridgewood, New Jersey 07450
Telephone (201) 670-5560

16. Availability of Funds

The contractual obligation of the Village of Ridgewood under this Contract is contingent upon the availability of appropriated funds from which payment for this Contract can be made.

BID REVIEW CRITERIA

1. Qualifications of Bidder

The Village reserves the right to make such investigations as it deems necessary to determine the ability of a bidder to perform the work, and the bidder shall furnish to the Village all such information and data for this purpose as the Village may request. The Village reserves the right to reject any and all bids if the evidence submitted by or investigation of such bidder fails to satisfy the Village that such bidder is properly qualified to carry out the obligations of the Contract and complete the work contemplated therein.

REQUIRED FORMS TO BE SUBMITTED WITH BID

1. Consent of Surety Form – (Schedule A)

Each proposal shall be accompanied by a Consent of Surety from an approved surety company licensed to conduct business in the State of New Jersey, agreeing to furnish the required performance bond upon award of the Contract. Proposals submitted without Consent of Surety shall be rejected for lack thereof. The Consent of Surety shall be in the form attached hereto as Schedule A. ***No other form is acceptable to the Village.***

2. Proposal Guarantee - (Bid Bond - Schedule B)

Each proposal shall be accompanied by a certified check, cashier's check or bid bond duly executed by the Bidder as principal. In the event a bid bond is utilized, a surety company licensed to do business in the State of New Jersey shall execute same. The certified check, cashier's check or bid bond shall be in the amount of \$1,500. If a certified check or cashier's check is utilized, the same shall be made payable to the "Village of Ridgewood". ***In the event a Bid Bond is utilized, the form attached hereto and made a part hereof as Schedule B shall be utilized. No other form is acceptable.***

The certified check, cashier's check or bid bond will be held by the Village as a guarantee, that in the event the bid is accepted and a Contract awarded to the Bidder, the Contract will be executed and its performance duly secured by the required performance surety bonds. All checks received will be deposited immediately by the Village.

3. Corporate Partnership Statement Form - (Schedule C)

In accordance with P.L. 1977, Chapter 33, all bidders shall submit with the bid a statement setting forth the names and addresses of all stockholders in the corporation, or partners in the partnership, who own 10% or more of its stock, of any class, or of all individual partners in the partnership who own 10% or greater interest therein, as the case may be. If a stockholder is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in the partnership, as the case may be, shall also be listed. Please use the attached form (C) to comply with this requirement. ***No other form is acceptable to the Village.***

4. Non-Collusion Affidavit Form - (Schedule D)

Bidders are required to complete the enclosed Non-Collusion Affidavit Form attached hereto as Schedule D. ***No other form is acceptable to the Village.***

5. Statement of Responsibility - (Schedule E)

The Village of Ridgewood shall make such investigations as it deems necessary to determine the ability and competency of the bidder to perform the work. The bidder shall furnish evidence satisfactory to the Village of Ridgewood that he has the necessary facilities, ability, and financial resources to fulfill the conditions of the Contract and specifications by completing the enclosed Statement of Responsibility or Plant and Equipment Questionnaire. ***No other form is acceptable to the Village.***

6. Certificate of Bidder Showing Ability to Perform Contract

In the case of Bidders, Insurance Companies and/or Surety Companies not chartered in the State of New Jersey, the Proposal must be accompanied by proper certification from the Secretary of State, indicating that such individuals, partnerships, and/or corporations are licensed to do business in the State of New Jersey.

7. Proposal Form

Bids submitted on a form other than the Proposal Form provided herein shall be rejected. Bid Bond, Consent of Surety and Performance Bond shall be submitted on the forms provided in these specifications. ***Substitution of surety company forms will not be permitted.***

8. Acknowledgement of Receipt of Changes to Bid Documents

Form from bid package must be submitted with the bid.

9. State of New Jersey Business Registration Form

The bidder, in the bid package submitted, must provide a copy of their State of New Jersey Business Registration Certificate. This is a mandatory requirement and may not be waived.

REQUIRED INSURANCE

INSURANCE COVERAGE AND RELATED PROVISIONS REQUIRED

The provisions of this section are mandatory and the format set forth herein is required to be adhered to.

A Certificate of Insurance evidencing comprehensive general liability, automobile liability, workers compensation and employer's liability insurance is required.

The Certificate shall provide that the Village of Ridgewood, 131 North Maple Avenue, Ridgewood, New Jersey 07450, Attention, Office of the Village Manager, receives thirty (30) days advance written notice by certified mail/return receipt requested, of any policy cancellation for any reason or any material change in the policies or coverage set forth in the Certificate.

The Certificate of Insurance and coverage is to be provided by insurance companies:

- (A) licensed in the State of New Jersey; and
- (B) having an AM Best's rating of at least "A".

The certificates are also required to state that all insurance coverage shown thereon is primary and not contributing to any insurance maintained by the Village of Ridgewood.

The Certificates shall evidence the following coverages and limits of insurance.

Comprehensive General Liability (Occurrence Form) with a Combined Single Limit for Bodily Injury, Personal Injury and Property Damage of \$5,000,000 per occurrence and aggregate, where applicable. The Limit may be provided through a combination of Primary and Umbrella/Excess Liability Policies. This Insurance to include:

- (A) Premises – Operations Coverage
- (B) Personal Injury Liability Coverage (Contractual Exclusion deleted)
- (C) Products – Completed Operations Coverage
- (D) Independent Contractor Coverage
- (E) Contractual Coverage for obligations of Hold Harmless and Indemnification Provision
- (F) Broad Form Property Damage Coverage
- (G) XCU Hazards, if applicable
- (H) The Village of Ridgewood, New Jersey, its Commissions, Boards, Authorities, Administration Departments of similar units and any of their Officials, Members, Officers, Employees or Volunteers as Additional Insured.

The Certificate of Insurance is also required to be accompanied by a letter from the producer or from the insurance carrier certifying the following:

The Village of Ridgewood has been endorsed as an additional insured with regard to general, automobile, umbrella and professional liability insurance on the policies.

The standard box in the upper right hand corner shall not contain the following words: *“This Certificate is issued as a matter of information only and confers no rights upon the Certificate holder”*.

Under the Coverages section, the words *“aggregate limits shown may have been reduced by paid claims”* are to be eliminated.

The aforementioned terminology concerning aggregate limits may be left in the Certificate of Insurance, if the Certificate is accompanied by a letter stating that there have been no reductions because of paid claims or if there have been reductions by paid claims, that they be stated and not substantially affect the coverage.

The cancellation clause is to read in its entirety as follows:

“Should any of the above described policies be cancelled or materially changed, the issuing insurer will mail, by certified mail/return receipt requested, thirty (30) days prior to the effective date of the cancellation or material change, a written notice to the certificate holder named to the left.”

No other terminology is acceptable.

PERFORMANCE OF CONTRACT

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

1. Compliance with Affirmative Action Requirements

The Contractor specifically agrees to comply with the affirmative action requirements as set forth in the attached Exhibit A:

2. Requirements Under Right to Know Act

As required by the Workers' Right-to-Know Act, material safety data sheets (MSDS's) must be submitted with signed Contract Documents, where applicable, concerning chemicals and materials supplied to the Village or used during any processes of the contract.

3. Prevailing Wage and Labor Laws

The successful bidder must comply with The New Jersey Prevailing Wage Act (Public Laws of 1963, Chapter 150) and provisions of the State Labor Laws. Where and when applicable, certified payrolls must be submitted with requests for partial payment for the request to be considered.

4. Additional Payment

The successful bidder shall make no claim for additional payment or other compensation because of any misinterpretation or misunderstanding of the Contract Documents on their part or because of any failure to fully acquaint themselves with any condition or provision of the Contract Documents.

5. Cancellation of Contract

If the work to be done under this Contract shall be abandoned by the Contractor or if at any time the Village Manager shall certify in writing to the Village Council that the performance of the Contract is unnecessarily or unreasonably delayed, or that the Contractor is willfully violating any of the conditions of the specifications, or is executing the same in bad faith, or not in accordance with the terms hereof, the Village may annul the Contract or any part thereof by a written notice served upon the Contractor, and the Village may thereupon have the power to Contract for the completion of said work in the manner prescribed by law, and to charge the entire cost and expense thereof to the Contractor.

The cost and expense so charged shall be deducted from and paid by the Village out of such monies as may be due or become due to the Contractor under and by virtue of the Contract. In case such expense shall exceed the amount, which would have been completed by the Contractor, he or his surety shall pay the amount of such excess to the Village.

6. Assignment of Contract

The successful bidder shall not assign, transfer, convey, sublet or otherwise dispose of the Contract or any part thereof to anyone without the prior written consent of the Village of Ridgewood.

7. Performance Bond (Schedule F)

The successful bidder shall furnish a bond duly executed by the Bidder as principal, and having surety thereon, a surety company licensed to do business in the State of New Jersey, for the full and faithful performance of the Contract in a sum not less than one hundred percent (100%) of the total price bid for the completed work. The bond shall be that from a surety company licensed to do business in the State of New Jersey and shall be on the form attached hereto and made a part hereof as Schedule F. ***No other form of Bond is acceptable to the Village.***

(REVISED 4/10)

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

EXHIBIT A (Cont)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

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

BIDDERS CHECKLIST

FORMS TO BE SUBMITTED WITH SEALED BID PROPOSAL

THIS FORM MUST BE SUBMITTED WITH THE BID.

ALL SCHEDULES A, B, C, D AND E ARE REQUIRED TO BE COMPLETED AND SUBMITTED ON THE VILLAGE FORMS ATTACHED TO THE BID DOCUMENTS.

Please Check and Initial each submitted item:

1. Consent of Surety (*Schedule A*) executed on the form included herein.
2. Either a certified check, cashier's check, or bid bond (*Schedule B*) drawn to the order of the Village of Ridgewood for \$1,500.
3. Corporation or Partnership Statement (*Schedule C*).
4. Non-Collusion Affidavit (*Schedule D*).
5. Statement of Responsibility (*Schedule E*).
6. Certificate of Bidder Showing Ability to Perform Contract Pursuant to NJSA 40A:11-20.
7. Proposal Form.
8. In the case of Bidder(s), Insurance Company(ies) and/or Surety Company(ies) not chartered in the State of New Jersey, the Proposal must be accompanied by proper certificate(s) from the Secretary of State, indicating that such individuals, partnerships, and/or corporation(s) is (are) authorized to do business in the State of New Jersey.
9. Acknowledgment of Receipt of Changes to Bid Documents
10. State of New Jersey Business Registration Certificate

Date

Company Name

Authorized Signature

(Schedule A)

VILLAGE OF RIDGEWOOD, NEW JERSEY

CONSENT OF SURETY
(This Consent of Surety is Part of the Proposal)

(Name of Surety Company)

(Address)

(Contact email address)

(Telephone Number/Facsimile Number)

KNOW ALL MEN BY THESE PRESENTS, that we _____

(Name of Bidder)

as Principal, and _____ a corporation created and existing under the
laws of the State of _____ and having its principal office at

(Complete Address of Surety
Company)

being a surety company licensed to do business in the State of New Jersey, in consideration of the premises
and of other good and valuable consideration, the receipt of which is hereby acknowledged, are held firmly
bound unto the Village of Ridgewood, New Jersey, hereby jointly and severally bind ourselves, our heirs,
successors, administrators, executors, legal representative, and assigns by these presents.

THE CONDITIONS OF THIS OBLIGATION are such that whereas, the above named Principal
submits the herewith Proposal for construction in the Village of Ridgewood, New Jersey in conformance with
the Notice to Bidders and Instructions to Bidders; we, the above named Surety will meet all stipulations and
will execute the Surety Bonds as hereinafter specified, to the above named Principal in the event he should be
awarded a Contract, and in amount one hundred percent of the total Bid Price for performing the work and
guaranteeing its performance in conformity with the contract Documents and in amount one hundred percent
of the total Bid Price for the protection of persons furnishing material or labor in connection with the
performance of the work, to the Village of Ridgewood, New Jersey.

WITNESS OUR SIGNATURES this ____ day of ____, 20__.

(SEAL)

(Bidder - Principal)

By: _____
(Signature)

(Title) Attest

(Name of Surety Company)

(SEAL)

By: _____
(Signature)

(Title) Attest

VILLAGE OF RIDGEWOOD, NEW JERSEY

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____,
as Principal and _____ as Surety, having a mailing address
at: _____, with an email contact at:
_____, and a telephone contact at: _____, are hereby held and
firmly bound unto _____ as Owner, in the penal sum of
_____ for the payment of which, well and truly to be made, we hereby jointly and
severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The conditions of the above obligation are such that whereas the Principal has submitted to
_____ a certain Bid, attached hereto and hereby made a part hereof to enter into a
Contract in writing for the _____.

NOW THEREFORE,

- (a) If said Bid shall be rejected, or in the alternative,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a Contract in the Form of contract attached hereto (properly completed in accordance with said Bid) and shall furnish Bonds for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid.

then this obligation shall be void; otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bonds shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Signed this ____ day of _____, 20____

(Corp. Seal)

(Corporate Name)

Attest: _____
Corporation Secretary

By _____
(Principal Signature)

(Title)

Witness as to Surety:

(Surety Company)

(Signature)

By _____

(Attorney-in-Fact)

(Seal)

By _____
(State Representative)

Revised December 11, 2009

**CORPORATION OR PARTNERSHIP
STATEMENT - (SCHEDULE C)**

Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded any State, County, Municipal or School District contract for purposes of any work or the furnishing of any materials or supplies unless prior to the receipt of the bid (or accompanying the bid) of said corporation or partnership there is submitted a statement which sets forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent of its stock of any class or all of its individual partners in the partnership who own a ten (10) percent or greater interest therein.

Date _____ 20____

Legal Name of Bidder _____

Incorporated _____

Business Address:

Street _____

City _____

State & Zip Code _____

Telephone _____

Email Contact Address: _____

Listed below are the names and addresses of the stockholders in the corporation or partnership who own ten (10) percent or more of its stock of any class, or of all individual partners in the partnership who own a ten (10) percent or greater interest therein.

Name _____ Address _____

Name _____ Address _____

Name _____ Address _____

Name _____ Address _____

[] We have no one person who owns ten (10) percent or more of the corporation or partnership.

Signed _____

Title _____

(If extra space is required, add sheets as necessary.)

NOTE: **THIS CORPORATION OR PARTNERSHIP STATEMENT IS MADE A PART OF THE CONTRACT AND MUST BE RETURNED WITH THE BID.**

[illegible]

I am _____ of the firm of _____ the bidder making the Proposal for the above named project, and that I executed the said Proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Village of Ridgewood relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the Contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____(Name of Contractor) in accordance with N.J.S.A. 52:34-15.

____ day of _____ 20__

Signed _____

L.S.

Title _____

Notary Public in the State of New Jersey

My commission expires on _____ 20__

Revised December 11, 2009

STATEMENT OF RESPONSIBILITY (Schedule E)

1. Previous work of similar nature completed within the past five years.

A. Owner _____ Telephone _____

Business Address _____

Type of Work _____

Contract Price \$ _____ Extra Work Required _____

Approx. Date of Contract Award _____ Approx. Date of Completion _____

Name/Address/Telephone of Owner's Engineer or Superintendent

B. Owner _____ Telephone _____

Business Address _____

Type of Work _____

Contract Price \$ _____ Extra Work Required _____

Approx. Date of Contract Award _____ Approx. Date of Completion _____

Name/Address/Telephone of Owner's Engineer or Superintendent

C. Owner _____ Telephone _____

Business Address _____

Type of Work _____

Contract Price \$ _____ Extra Work Required _____

Approx. Date of Contract Award _____ Approx. Date of Completion _____

Name/Address/Telephone of Owner's Engineer or Superintendent

2. Total approximate volume of work of similar nature completed within the past five years. \$_____
3. List of equipment required for this job which you now own.
4. General Business Reference. (List two or three.)

Name	Address	Phone No.
_____	_____	_____
_____	_____	_____
_____	_____	_____

5. Bank Reference:

Name	Address	Phone No.
_____	_____	_____
_____	_____	_____
_____	_____	_____

6. Number of permanently employed persons in your organization. _____

7. Do you intend to sublet any portion of the work? _____

If so, state type of work to be sublet and the name, address, telephone number of each subcontractor.

Name	Address	Phone No.	Type of Work
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

It is understood and agreed that the execution of the Statement of Responsibility is made solely at the risk, cost, and expense of the maker; is given in consideration of the agreement with the Village of Ridgewood to make available to the maker the plans, contract documents for bidding purposes; and no rights, causes, claims at law or in equity shall arise on behalf of the maker against the Village of Ridgewood for any use made thereof by the Village of Ridgewood including the refusal to the maker of the right to bid said work.

(Signature & Business Address of Bidder)

Dated _____ 20__

**CERTIFICATE OF BIDDER SHOWING ABILITY TO PERFORM CONTRACT
PURSUANT TO N.J.S.A. 40A:11-20**

The undersigned bidder hereby certifies to the Village of Ridgewood that he owns, leases or controls all the necessary equipment required by the plans, specifications, and advertisements under which bids are asked for. To the extent that the undersigned is not the actual owner or lessee of any such equipment, attached hereto is a statement showing the source from which the equipment will be obtained together with a certificate from the owner or person in control of the equipment granting to the undersigned the control of the equipment required during such time as may be necessary for the completion of that portion of the contract for which the equipment is required and necessary.

Signed _____

Date _____

**VILLAGE OF RIDGEWOOD
BERGEN COUNTY, NEW JERSEY**

PROPOSAL FOR <u>"School Bus Transportation Service"</u>
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It is the intent of these specifications to outline the Village of Ridgewood's requirements for the furnishing of School Bus Transportation for the Summer Day Camp schedule and additional day trips.

For the purpose of this contract, daily busing may be considered separately from trips and services may be awarded to the lowest bidder by destinations. Bidders, therefore, are not required to bid on every destination listed. The Village reserves the right to increase or decrease the list of destinations.

**FOR THE
VILLAGE OF RIDGEWOOD
BERGEN COUNTY, NEW JERSEY**

Made By_____

Date_____

Address_____

To the Village Council
Village Hall
131 North Maple Avenue
Ridgewood, NJ 07451

The undersigned does (do) declare that he (they) is/are the only person(s) interested in this proposal, that is made without collusion with any person, firm or corporation making another bid for the same Contract, that the bid is in all respects fair and that no officer of the Village of Ridgewood or any person in the employ of said Village is directly or indirectly interested in this bid or in the supplies or work to which it is related, or in the profits or any portion thereof.

The undersigned also declare(s) that he (they) carefully examined and fully understand(s) the General Conditions and instructions to Bidders, specifications, contract form, and all other contract documents herein referred to and propose(s) to furnish and deliver all necessary materials specified and in the manner and time prescribed and further understand that all quantities of material and/or services are to be furnished at the following prices on the following page(s):

**Technical Specifications
School Bus Transportation
Summer Day Camp 2016**

DAILY TRANSPORTATION				Cost Per Bus Per Diem
Weekdays				
1A	School Bus Required - 6 Weeks Three (3) or four (4) buses Pickup at local elementary schools, Monday through Friday Pickup - 8:00 a.m. - 8:45 a.m. Return - 1:30 p.m. - 2:00 p.m. Tuesday, June 28 - August 5, 2016			
	DAY CAMP TRIPS	Departure Time	Return Time	Cost Per Bus Per Diem
2A	Parkway Bowling Lanes Elmwood Park, NJ	9:15 a.m.	1:15 p.m.	
3A	Buehler Science Center Paramus, NJ	9:15 a.m.	1:15 p.m.	
4A	Gravity Vault Upper Saddle River, NJ	9:15 a.m.	1:15 p.m.	
5A	World of Wings Teaneck, NJ	9:15 a.m.	1:15 p.m.	
6A	Meadowlands Environment Center Lyndhurst, NJ	9:15 a.m.	1:15 p.m.	
7A	Turtleback Zoo West Orange, NJ	9:15 a.m.	1:15 p.m.	
8A	Paramus Golf Club Paramus, NJ	9:15 a.m.	1:15 p.m.	

Total Amount Bid (numbers) \$ _____

Total Amount Bid (words) _____

Accompanying this Proposal is a certified check, cashier's check, or Schedule B, payable to the VILLAGE OF RIDGEWOOD, NEW JERSEY in the sum of \$ 1,500.00, which the undersigned agree(s) is to be forfeited as liquidated damages, and not as a penalty, if the Contract is awarded to the undersigned by the Village Council of the Village of Ridgewood, and the undersigned shall fail to execute the contract for the Project or furnish the required bonds and insurance in accordance with the Village of Ridgewood requirements within fourteen (14) calendar days of the issuance of the "Notice of Award". Otherwise the check/security will be returned to the undersigned.

The undersigned is:

(a Partnership)

(a Corporation) under the laws of the State of:

(an Individual) under the laws of the State of:

having principal offices at: _____

(Signature) _____ (Date) _____

Telephone Contact Number: _____

Email Contact Address: _____

Acknowledgment of Receipt of Changes to Bid Documents.

(THIS FORM MUST BE SUBMITTED WITH THE BID)

The following notices, revisions or addenda to the advertisement or bid documents were received:

Description: _____

Date Received: _____ Initial _____

Description: _____

Date Received: _____ Initial _____

Description: _____

Date Received: _____ Initial _____

Description: _____

Date Received: _____ Initial _____

Description: _____

Date Received: _____ Initial _____

Or

I have received no notices, revisions or addenda to the advertisement or bid documents.
Initial _____

Sign below in either case

Date

Company Name

Authorized Signature

REQUIRED FORMS TO BE SUBMITTED BY SUCCESSFUL BIDDER

The following documents will be required from the *successful bidder only*, and may be submitted *after* notification of award:

1. Affirmative Action Documents, as required (see Exhibit A).
2. Certificate of Insurance, in accordance with Village requirements.
3. Signed Contract (will be sent to successful bidder upon notification of award)
4. Performance Bond (Schedule F)

The successful Bidder shall furnish a bond duly executed by the Bidder as principal and having a surety thereon, a surety company licensed to do business in the State of New Jersey, for the full and faithful performance of the Contract in a sum not less than one hundred (100%) percent of the total price bid for the completed work. The bond shall be that of a surety company licensed to do business in the State of New Jersey and shall be in the form attached hereto and made a part hereof as Schedule F. *No other form of bond is acceptable to the Village.*

5. Surety Acknowledgement Form
6. Individual, Partnership or Corporate Acknowledgement Form

VILLAGE OF RIDGEWOOD

Bond No. _____

**PERFORMANCE AND PAYMENT BOND
(N.J.S.A. 2A:44-147)**

(Schedule F)

Know all men by these presents, that we, the undersigned of _____ as principal and _____ as sureties, are hereby held and firmly bound unto the Village of Ridgewood, at 131 North Maple Avenue, Ridgewood, New Jersey, in the penal sum of _____ dollars (\$ _____), for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that whereas, the above named principal did on the _____ day of _____ 20____, enter into a contract with the Village of Ridgewood, which said contract is made a part of this the bond the same as though set forth herein.

Now, if the said Principal shall well and faithfully do and perform the things agreed by the Principal to be done and performed according to the terms of said contract, and shall pay all lawful claims of beneficiaries as defined by N.J.S. 2A:44-143 for labor performed or materials, provisions, provender or other supplies or teams, fuels, oils, implements or machinery furnished, used or consumed in the carrying forward, performing or completing of said contract, we agreeing and assenting that this undertaking shall be for the benefit of any beneficiary as defined in N.J.S. 2A:44-143 having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions in or to the terms of the said contract or in or to the plans or specifications therefore shall in anywise affect the obligation of said surety on its bond.

IN WITNESS WHEREOF, the said principal and surety have signed and sealed this instrument this ____ day of _____ 20____.

VILLAGE OF RIDGEWOOD

Bond No. _____

PERFORMANCE AND PAYMENT BOND
(N.J.S.A. 2A:44-147)

(Schedule F)

(Corporate Name) (Corp. Seal)

Attest: _____
Corporation Secretary

By _____
(Principal Signature)

(Title)

Witness as to Surety:

(Surety Company)

(Mailing Address)

(Email Contact Address)

(Signature)

By _____
(Attorney-in-Fact) (Seal)

By _____
(State Representative)

Revised December 11, 2009

SURETY ACKNOWLEDGEMENT FORM

STATE OF NEW JERSEY

COUNTY OF

On this _____ day of _____, 20____, before me the subscriber, personally appeared _____ to me personally known and known to me to be the _____ of _____, the corporation described in the within Instrument and which executed it, who being by me duly sworn, did depose and say that he resides at _____, that he is the _____ of the said corporation, that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

(Signature of Officer)

Sworn and subscribed to before me this

____ day of _____ 20____

_____ L.S.

Notary Public in the State of New Jersey

My commission expires on _____ 20____

(Seal)

INDIVIDUAL ACKNOWLEDGEMENT FORM

STATE OF _____ }
COUNTY OF _____ } SS.:

BE IT REMEMBERED, that on this _____ day of _____ in the year Two
Thousand and _____, before me the subscriber, a Notary Public in the State of New Jersey,
personally appeared _____,
(Name)

who, I am satisfied, is the individual mentioned in the within Instrument, to whom I first made
known the contents thereof, and thereupon he acknowledged that he signed, sealed, and delivered the
same as voluntary act and deed, for the uses and purposes therein expressed.

Signature of Principal

Sworn and subscribed to before me this

___ day of _____ 20__

_____ L.S.

Notary Public in the State of New Jersey

My commission expires on _____ 20__

(Seal)

PARTNERSHIP ACKNOWLEDGEMENT FORM

STATE OF _____ }
COUNTY OF _____ } SS:

BE IT REMEMBERED, that on this _____ day of _____, in the year Two Thousand and _____, before me the subscriber, a Notary Public in the State of New Jersey, personally appeared _____ who, I am satisfied, is one of the partners of _____, the co-partnership named as the firm party of the second part in the within Instrument, to whom I first made known the contents thereof, and thereupon he acknowledged that he signed, sealed, and delivered the same as a voluntary act and deed and as the voluntary act and deed of said co-partnership, for the uses and purposes therein expressed.

Signature of Affiant

Sworn and subscribed to before me this

____ day of _____ 20__

Notary Public in the State of New Jersey

My commission expires on _____ 20__

(Seal)