

**SOUTH BRUNSWICK, NEW JERSEY
BOARD OF EDUCATION**

**MIDDLESEX
COUNTY**

**SCHOOL YEAR
2019-2020**

BID SPECIFICATIONS

FOR

STUDENT TRANSPORTATION SERVICES

SPECIAL EDUCATION ROUTES

BID NUMBER: 2019-24

**DUE: Tuesday, October 29, 2019
12:00 pm**

**Legal Notice
Specifications
Prescribed Questionnaire
Statement of Ownership Disclosure
Affirmative Action Questionnaire/Statement
Non-Collusion Affidavit
Bid Sheet**

April 2019 Version

SOUTH BRUNSWICK TOWNSHIP BOARD OF EDUCATION

P.O. BOX 181

Monmouth Junction, NJ 08852

Legal Notice

The South Brunswick Township Board of Education invites the submission of sealed bids for:

STUDENT TRANSPORTATION ROUTES
SPECIAL EDUCATION

Bid Number 2019-24

Bids will be received up to 12:00 PM, prevailing time, **on Tuesday, October 29, 2019** at the School Business Office, 231 Blackhorse Lane, North Brunswick, NJ, 08902 at which time and place all bids will be publicly opened.

All bid submissions must be either hand delivered or sent via UPS, Fed Ex, etc. Bid submissions will not be accepted via the United States Postal Service as we cannot guarantee the receipt of those packages. Bids WILL NOT be accepted via email. **Mark all bid package submissions with BID ENCLOSED.**

Specifications may be obtained at the same office or requested by email to

steven.corso@sbschools.org.

All bid packages will be sent out via email. You may also obtain Specification and Bid Forms from the district's website

https://www.sbschools.org/departments/business/content_rfps_and_bids/.

The Board of Education reserves the right to reject any or all bids. Bidders are required to comply with the requirements of P.L. 1975, c 127, (N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27).

By order of the South Brunswick Township Board of Education

David Pawlowski
School Business Administrator/Board Secretary

SPECIFICATIONS FOR STUDENT TRANSPORTATION SERVICES

SOUTH BRUNSWICK BOARD OF EDUCATION

2019-20 SCHOOL YEAR

GENERAL PROVISIONS

1. All contractors shall comply with current applicable New Jersey Statutes, regulations and with the policies
procedures of the district Board of Education governing student transportation.
2. The term of the contract shall be from July 1, 2019 through June 30, 2020 according to the school calendar (unless otherwise indicated). Student transportation contracts are deemed to include all the rules and procedures pertaining to student transportation though not expressly stated.
3. It is the intent of the Board of Education to award a contract for transportation as soon as possible after the
date set for the opening of bids and to require the successful contractor to provide transportation in accordance with the school calendar. The school calendar, copy attached, is part of these specifications
and of the contract.
4. The successful bidder will be considered an independent contractor and shall not be deemed to be an agent,
servant, employee, or representative of the Board of Education.
5. As authorized by the district Board of Education, only enrolled eligible public and private school students,
adults serving as chaperones or school personnel shall be transported. The vehicle(s) assigned to the routes
specified herein shall not be utilized for other purposes during the time periods designated by the route descriptions.

Children of drivers are not allowed on bus/van unless student has been assigned by the Supervisor of Transportation
to the route.
6. Vehicle(s) shall arrive and/or depart the assigned school(s) as indicated on the enclosed route descriptions.
7. Contractors shall, to the best of their ability, to have the same driver cover both the matching pick up and drop off route. When a substitute driver is needed to have the same substitute to the greatest extent possible perform the same covered route.
8. No transportation contract shall be subcontracted without prior written approval of the Board of Education.

9. Bids are to be placed in a sealed envelope and plainly marked, "BID FOR STUDENT TRANSPORTATION SERVICES, SOUTH BRUNSWICK SCHOOL DISTRICT 2019-24", and presented to the board in session, authorized committee, designated official, or employee of the board. The board or designated official shall unseal the bids in the presence of the parties bidding and publicly announce the contents. Bids will be received at the South Brunswick Board of Education Business Office, located at 231 Blackhorse Lane, North Brunswick, 08902, up to 12:00 p.m. prevailing time on October 29, 2019.

10. If awarded a contract, your company/firm will ensure compliance with applicable federal, state and local regulations and will certify such compliance to the Board of Education upon request.

11. It is the responsibility of each bidder to acquaint himself with the calendar of those schools for which he is bidding.

No additional payment will be made for early dismissals, in-service programs, high school examination week, extra sessions, early or emergency dismissals etc.

12. The Board of Education reserves exclusive rights to the vehicle under contract, and will have the right to alter the existing route to meet joint transportation agreements with districts that are near or along the existing routes. A contractor may not sell empty seats on a vehicle under contract to the Board of Education under terms of the contract.

13. The Board of Education reserves the right to transfer transportation contracts awarded under these specifications to another Board of Education.

14. If any litigation should arise between the Board of Education and the successful bidder pursuant to the award of this contract, the venue for any suit shall be laid in the Superior Court of New Jersey, Law Division, in the county where the Board of Education administering the contract is located.

VEHICLES

1. Transportation equipment shall be properly registered by the Motor Vehicle commission, meet all current specifications in accordance with Federal and State law, the rules of the State Board of Education, and any additional specifications of this district's Board of Education.

2. All vehicles shall be systematically inspected twice within the year and display a current school bus certification inspection sticker to insure that such vehicles and equipment are in safe and proper operating condition. The District reserves the right to perform inspections of any and/or all vehicles by District representatives or independent inspectors at times and days it desires. The Contractor shall immediately repair or replace any equipment deemed to be unsuitable for student transportation and the vehicle shall remain unusable in the district until it meets the approval of the District's agent or independent inspector. Other repairs or

modifications desirable, but not required for student safety shall be addressed within 3 days of written notification to the Contractor.

3. All vehicles must be kept clean inside and outside. The Board of Education reserves the right to inspect contractor vehicles, used for South Brunswick Board of Education school runs, and to order cleaning or other work necessary to maintain cleanliness and safety of students. If repairs, or other work, is not performed the board has the right to order the vehicles not be used for the school district.
4. The contractor shall provide and maintain an adequate number of school buses, including spares, to safely transport any and all students assigned to the routes contained in this bid, and to assure uninterrupted service in the event of mechanical breakdown.
5. Vehicles must be able to accommodate route signs that are clearly visible to students and district personnel from at least the passenger side of the vehicle. Route signs must be posted on all vehicles for all routes each school day. Substitute buses covering routes must also have clearly visible route signs.
6. All vehicles must be equipped with radios connected to a base station manned at all times when the vehicle is in use transporting South Brunswick students.
7. Vehicles shall have a capacity of 54 passengers unless otherwise specified in bid. All vehicles to be used on routes must have an electronic child reminder system. Every driver must physically check the bus from back to front after each route to insure all passengers have exited.
8. The Bidder agrees to provide vehicle maintenance on all buses and vans utilized under the contract at its own cost.

ACCIDENT REPORTING

Contractors shall ensure that every school bus driver will: a) immediately inform the principal(s) of the receiving school(s) and the school business administrator or designee of the district board of education providing the transportation following an accident which involves an injury, death, or property damage, b) complete and file the accident report as prescribed by the Commissioner of Education and deliver it to the principal(s) of the receiving school(s) by the conclusion of the next working day, and c) deliver the report to the school business administrator or designee of the district board of education providing the transportation after it is signed by the principal(s) of the receiving school(s) in accordance with *N.J.A.C. 6A:27-12.2*. In addition, the driver must also complete and file a motor vehicle accident report in accordance with *N.J.S.A. 39-4:130*.

REPORTING STUDENT LEFT UNATTENDED ON THE SCHOOL BUS

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

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

DRIVERS/AIDES

1. The driver shall be a reliable person of good character, who shall possess the qualifications and communication skills necessary to perform the duties of the position, and comply with the rules set forth for drivers in all federal, state, and local regulations including, but not limited to, the Omnibus Transportation Employee Testing Act, NJSA 18A:6-7.6 through 18A:6-7.12 and NJSA 18A:39-17 through 20 (background check) (Note: This requirement also applies to Certified Mobility Assistance Vehicle (MAV) Technicians transporting students with medical needs to and from school or school related activities in mobility assistance vehicles.), and tuberculosis testing N.J.S.A. 18A:39-17 through 20, (background check), and tuberculosis testing. Driver(s) must be able to communicate clearly on the two-way radio system, and with staff and students.

Every school bus driver and aide provided by the Bidder shall meet all regulations of the State of New Jersey with regard to application, age, fitness, competence, conduct, licensing, physical examination, and continuing eligibility. Drivers must pass periodically administered physical examinations required by all New Jersey and Federal regulations as might be applicable.

3. All physical examinations will comply with the state and Federal Motor Carrier Safety Administration rules and be at no expense to the district.
4. The bus driver shall be in full charge of the school bus at all times and will be required to report unmanageable students to the district Supervisor of Transportation and principal of the receiving school on the district prescribed incident/discipline form.
5. A bus aide assigned to a route awarded by this bid shall be a reliable person of good character who shall possess the qualifications and communication skills necessary to perform the duties of the position, and will be required to comply with the criminal background check and tuberculosis testing as prescribed by law.
6. Bus aides shall attend to the special needs of students, maintain order on the vehicle to ensure the safety of all students, assist students getting on and off the vehicle as needed, and other duties which may be specified by the Board of Education.
7. Drivers and aides attending wheelchair students must be knowledgeable with lift usage and tie-down procedures.
8. If, in the judgment of the Board of Education, any driver or aide assigned to a vehicle operating under a contract awarded by this bid shall be deemed to be an unsuitable person for their position because of lack of skills necessary to perform their duties, inability to control students, failure to comply with the rules and regulations, incapacity, unbecoming conduct, or other good cause, the contractor may be required to remove the driver and/or aide from the

route or all district routes. If the contractor fails to comply with this provision, the contractor may be required to

show cause why this failure to comply is not deemed to constitute a breach of contract and may set aside and annul the contract.

9. Drivers and substitute drivers shall be familiar with travel streets, developments and school locations of the Township of South Brunswick. No driver shall cover a route for the South Brunswick Board of Education without first having done a dry run to check for stops, times, and school locations.

10. Drivers shall be in their seat on the vehicle five, (5), minutes before student dismissal from schools. Drivers shall be in their vehicle at all times when students are present.

11. The Bidder agrees to submit a list of certified drivers and aides on the Annual Certification of School Bus Drivers form to the Middlesex County Superintendent of Schools, with copies to the district, before August 31st of each school year and upon employment for newly hired drivers and aides with copies to the district.

12. The Bidder agrees to maintain compliance with equal employment opportunity and affirmative action personnel policies as required by the State of New Jersey, the Equal Employment Opportunity Commission, and District policies and procedures.

13. The contractor will ensure that drivers and aides are properly trained to perform their duties. The contractor shall administer a safety education program for all permanent and substitute drivers and aides as per NJAC 6A:27-11.3.

14. All contract drivers and aides must attend mandatory driver training and safety meetings hosted by the District at contractor expense. Safety and training meetings may be up to 8 hours per school year.

15. Drivers must familiarize themselves with their route and stops before driving a route with students on board. It is the bidder's responsibility to see that drivers meet this requirement. All drivers must participate in a morning practice run on a day before school opens each year and all drivers must attend a mandatory safety meeting held after the morning practice run. The district shall determine the practice run/meeting date. At this meeting drivers will receive final route sheets which they must review.

16. Should the South Brunswick School District provide a driver's handbook the vendor will supply each driver and aide with a copy. All contractor drivers and aides must follow board of education policy and the driver handbook.

EXECUTIVE COUNTY SUPERINTENDENT APPROVAL

All transportation contracts require the approval of the county Superintendent of Schools. Pupil transportation contracts are deemed to include all the rules and procedures pertaining to pupil transportation and these bid specifications though not expressly stated.

PAYMENT TERMS

Payments to contractors shall be made on or about the 7th day after approval of the board at the board's regular monthly meeting. Payments will be made in monthly installments, provided an appropriate invoice is submitted by the 5th of the month.

The contractor shall execute the contract and submit it to the district board of education with all required related documents in order for the district board of education to comply with the timeline for submission of contracts to the county superintendent. Failure to do so may result in a delay in the scheduled payment of services. Contractors shall visit the Department of Education's Student Transportation website to become familiar with the contract to be executed.

Payment for the month of June will be made on or about the 7th day after approval of the board at the board's regular monthly meeting.

Per Diem contracts will be calculated on the actual number of days transportation services were performed.

5. Payments are subject to approval by the board of education. Therefore, payments may be delayed depending on the Board's meeting schedule.

EMERGENCY PROVISIONS

1. In the event the school is closed due to inclement weather or other emergencies, the contractor shall be notified as soon as possible by the public school authorities providing transportation. Contractors are advised to listen to school closing announcements broadcast over the local networks.
2. In an emergency where the contractor cannot meet the schedule, or if the school has a change in schedule, the party responsible for any change shall immediately notify the other party. If an emergency dismissal is required, contractor must be able to supply vehicles within one hour to cover all routes under contract with said contractor.

BASIS OF BID AND ADJUSTMENTS

1. The bidder shall submit the bid on the bid sheet contained in these specifications. Bids shall be submitted on a per diem or per annum basis as indicated on the enclosed bid sheet. Other bid sheets are not acceptable.
2. If any change in the described route results, the amount of the contract shall be adjusted as specified in the bid. Bids which do not include an adjustment amount will not be accepted.
3. The net result of any mileage adjustment to a non-public school transportation contract shall not exceed the maximum cost per student in accordance with N.J.S.A. 18A:39-1a. Calculations to determine the per student cost shall include all students on the route, public and non-public.

INSURANCE COVERAGE

1. Unless otherwise specified by the Board of Education, the contractor shall provide automotive liability insurance in the minimum amount required by Motor Vehicle commission and Department of Education regulations. If the Board of Education requires an insurance coverage greater than the minimum amount, *the contractor shall provide automotive liability insurance in the amount of \$5,000,000 combined single limit per occurrence.* Bidders will be required to provide, with the bid, evidence of their ability to obtain the required insurance coverage. A certificate of insurance for the duration of the contract is to be presented by the successful bidder. The certificate of insurance shall state that the contracting Board of Education is an additional insured party of the policy. The successful bidder's insurance company shall forward notice, in the event of cancellation of the policy, ten, (10), days prior to the date of termination of the coverage specified.

2. The district board of education and the Executive County Superintendent shall be notified by the insured whenever any policy is cancelled. Notification shall be made within 48 hours of the receipt of the notification of the cancellation by the insured, and before the cancellation takes effect.

3. The contractor will protect, defend, and save harmless the Board of Education from any suits or actions of every nature and description brought against it for or on account of any injuries or damages received or sustained by any party or parties by or from any acts of the contractor, its servants or agents as a result of the performance of the contract.

The bidder shall provide general liability insurance in the amount of not less than **\$2,000,000.00** which includes sexual molestation coverage.

BID GUARANTEE

1. Each bid shall be accompanied by a bid bond, cashier's or certified check for five percent, (5%), of the amount of the annual contract cost, but in no case may the certified check, cashier's check or bid bond exceed \$50,000. No other form of guarantee is authorized. This guarantee shall be made payable to the South Brunswick Board of Education. Such deposit shall be forfeited upon refusal of a bidder to execute a contract: otherwise, checks shall be returned when the contract is executed and a surety, (performance), bond is filed with the Board of Education. The bid guarantee for all unsuccessful bidders, except for the three lowest bidders, will be returned within ten, (10), days after the bid opening, (Saturdays, Sundays and holidays excepted). The annual contract amount of per diem contracts shall be calculated by multiplying the total per diem cost by 180 days.

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

3. A bid guarantee shall include the bid number of the bid for which it is submitted.

PERFORMANCE GUARANTEE

1. A corporate and/or performance surety bond in an amount equal to the annual amount of the contract shall be required of the successful bidder. Each bid shall be accompanied by a signed Prescribed Form of Questionnaires, included in these specifications. The bond to be provided for per diem contracts shall be equal to the total per diem bid multiplied by 180 days. The bonding company is responsible for notification to the District if, at any time, the successful bidder does not fulfill the monetary requirements to the bidding company. The bond shall include the Multi- contract number or Route number(s).
2. Personal bonds are NOT permitted.

BREACH OF CONTRACT/PENALTIES

In the event the bidder fails to provide service in accordance with these specifications and stated requirements of the routes, the bidder will be considered in Breach of Contract and may be subject to a penalty deduction in addition to the route deduction. Per diem deductions are based on a 180 day school year. If the Bidder consistently fails to perform satisfactorily, or to furnish safe and adequate personnel and equipment, or otherwise fails to comply with the terms of the contract, the School District may cancel the contract and procure service elsewhere. The School District, in its sole discretion, may call for the forfeiture of the Performance Bond.

1. Tardiness without good cause. In general, all routes are designed to arrive at the school about ten minutes before the start or dismissal bell. If a vehicle does not arrive before the start or dismissal bell it is considered late. A driver or aide no show is not a good cause for lateness.
PENALTY - Per diem cost of contract for each morning or afternoon trip based upon a 180 day school year.
2. Driver/Contractor failure to pick up all pupils assigned to a route without good cause.
PENALTY - Per diem cost of contract for each morning or afternoon trip based upon a 180 day school year.
3. Failure to operate either morning and/or afternoon trips on any one route without a good cause.
PENALTY – Per diem cost of contract for each morning or afternoon trip based on a 180 day school year.
4. Drivers changing routes, making unauthorized stops and/or transporting other than assigned students,
PENALTY - Per diem cost of contract for each morning or afternoon trip based upon a 180 day school year.
5. Miscellaneous penalty for infractions of this contract not included above. PENALTY - \$150 per incident per day.
6. If necessary for district mechanic to cover breakdown. CHARGE - \$125 per hour for mechanic; minimum three hours plus applicable penalties.
7. If necessary to cover any contracted route for safety or performance reasons. CHARGE - \$250 per route covered for use of a district bus and driver plus applicable penalties. CHARGE - \$150 per route covered for use of district driver and contractor bus plus applicable penalties.
8. Any tier package altered, switched or combined without written authorization by the District,
PENALTY - \$500 per diem per incident.

TRAINING PROGRAMS

The contractor must ensure that drivers and aides are properly trained to perform their duties, which must include, at a minimum, the training requirements listed at NJSA. 18A:39-19.1a and NJAC 6A:27-11.3. This training requirement must be completed twice each calendar year.

The contractor must administer a safety education program for all permanent and substitute drivers and bus aides according to NJSA 18A:39-19.1a and NJAC 6A:27-11.3 twice each calendar year.

Drivers and aides are required to participate in scheduled school bus evacuation drills. Contractor shall insure that all drivers and aides have been trained in school bus evacuation procedures.

ROUTES

1. Within 10 days of the start of the contract, the contractor shall submit to the district Board of Education a description of the actual streets traveled for routes for the transportation of special education students for which the streets to be traveled are not described by the Board of Education on the route description contained in the bid. Attached to this Bid Specification are the AM routes which form the basis for the bid. PM routes are operated the same as AM routes or in reverse.
2. Drivers shall take the most direct, safest route to and from child's home to school.
3. No contractor/driver has the authority to change or alter routes, stops, times without notification and approval of the District Supervisor of Transportation. Each route is subject to additional and/or deletion of stops/students by the District Supervisor of Transportation.
4. The Board of Education reserves the right to revise any and all routes to suit the educational program at any time and such revision shall be deemed an ordinary part of the contract. Any revision that shall create an increase or decrease of mileage, not to exceed five percent of the total base service mileage, as specified in routes attached, shall be deemed an ordinary part of this bid and the contract to follow. A monthly adjustment will be made for mileage in excess of five percent. Said adjustment will result in either a rebate to the School District or added compensation to the Bidder.
5. All vehicles will clearly display the route numbers at least on the passenger side of the vehicle near the passenger door or one window back from the passenger door. The route signs must be displayed on each vehicle, every school day.
6. Seating charts must be completed on forms provided by the district for each route. Seating charts must be submitted to the district by the end of the third week of September each year. Drivers must update and submit seating charts throughout the year as needed.
7. The bidder shall only transport passengers assigned by the District as evidenced by the student list for each route and according to NJAC 6A:27-1.4.

8. No route package may be changed, combined or switched with any other route without the written consent of the district.

9. The District must be notified of any driver or aide change prior to the start of the route.

10. If a student assigned to a special education route is not present at the assigned bus stop for three consecutive days, the contractor shall report this absence to the district transportation office on the third day.

SUPERVISION

1. The Bidder will provide a qualified supervisor and an adequate staff of support employees. The supervisor will be trained and experienced in the supervision of bus and van drivers and aides. The supervisor or assistant will be available during the driver's regular working hours (at least between 6:30 a.m. and 4:30 p.m.), and at all other reasonable times to confer with the designated administrators of the School District concerning the service provided by the Bidder.

2. Bidder will agree to make supervisors, drivers and other staff available for reasonable school and community related inquiries upon request and notice from the School District at no additional cost.

AMENITIES

1. Two-Way Radios The Bidder will agree to install, maintain and operate two-way radios in all vehicles and substitute vehicles contracted to the school district. All costs for the operation of these radios shall be borne by the bidder.

If available, the bidder may utilize the district's radio frequency. If the bidder chooses to use the district's radio frequency, only transmissions relating to district transportation can be made at any time. If the bidder chooses to use another frequency, then the bidder will provide to the district a means to monitor and communicate directly with the bidder's vehicles and base.

2. Video Supervision The district prefers all buses be video camera equipped but does not require it. The district does require the vendor to supply video equipped buses on routes it designates from time to time. The vendor must supply the district with the requested video from those buses before the next day close of the district business office. The vendor must have additional recording devices to permit daily recording when media has been submitted to the district for review. The vendor must supply the district with the means to view the videos from the vendor's camera system. Bus cameras shall be checked at least quarterly. Failure to submit a requested video may result in a \$50 per day per incident penalty.

BULK BIDDING

1. Bulk bidding is encouraged by indicating a percentage discount on the bid sheet.
- 2.

MODIFICATIONS

1. Any modifications to these specifications after the public advertisement and prior to the scheduled bid

opening will be made known by fax/email to all bidders who requested specifications.

2. The Board of Education reserves the right to make modifications of routes subject to the provisions of the bid and of the rules of the State Board of Education. The to/from routes are subject to additional and/or deletion of stops/students for the term of the contract and subsequent renewals.

AFFIRMATIVE ACTION

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

AFFIRMATIVE ACTION

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will 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 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, 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 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 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 subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

OWNERSHIP DISCLOSURE

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

BUSINESS REGISTRATION

All bidders are hereby notified that every business organization must submit with their bid a copy of their Business Registration Certificate, in compliance with P.L. 2009, c 315 of the State of New Jersey. Failure to provide the New Jersey Business Registration Certificate prior to the award of contract, will be cause for the rejection of the entire bid or proposal.

DRUG AND ALCOHOL TESTING

If awarded a contract, your company/firm will be required to certify to the Board of Education that you are in compliance with the drug and alcohol requirements of the Omnibus Transportation Employee Testing Act. Contractors shall be required to submit name, contact person, telephone number of company used to perform pre-employment, accident, and random drug/alcohol testing.

BACKGROUND CHECK

The contractor shall ensure compliance with the requirements of N.J.S.A. 18A:39-17 through 20 governing criminal history background checks, and shall annually submit documents necessary to obtain the driver abstract records to the County Superintendent of Schools on or before August 31 or upon employment for newly hired drivers.

The contractor must ensure compliance with the requirements of NJSA 18A:6-7.6 through 12 governing child abuse and sexual misconduct checks. Additional information on this requirement is available from the Office of Criminal History Review's "[Pre-Employment Resources](https://www.state.nj.us/education/educators/crimhist/preemployment/)" webpage: <https://www.state.nj.us/education/educators/crimhist/preemployment/>.

TUBERCULOSIS TESTING

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

DISCLOSURE OF POLITICAL CONTRIBUTIONS

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

MAINTENANCE OF CONTRACT RECORDS

The relevant records of private vendors or other persons entering into contracts with covered entities are subject to audit or review by the Office of the State Comptroller pursuant to NJSA 52:15C-14(d). The contractor must maintain all documentation related to products, transactions, or services under this contract for a period of five years from the date of final payment. These records must be available to the New Jersey Office of the State Comptroller upon request.

NOTIFICATION REQUIRED WHEN A SCHOOL BUS DRIVER'S LICENSE IS SUSPENDED OR REVOKED

When a contractor providing pupil transportation services under contract with a board of education is notified by the Department of Education that a school bus driver employed by the provider has had her bus driver's license suspended or revoked, the employing transportation provider, within one business day of the notification, must provide a statement to the NJ Department of Education verifying that the school bus driver no longer operates a school bus for the board or contractor.

The following documents must be submitted for your bid to be considered:

- Bidder's Guarantee
- Business Registration Certificate
- Evidence of the Bidder's Ability to Obtain the Required Insurance Coverage
- Omnibus Transportation Employee Testing Act Compliance Assurance
- School Bus Driver Annual Certification Compliance Assurance
- Disclosure of Investment Activities in Iran
- Prescribed Questionnaire
- Consent of Surety
- Statement of Ownership Disclosure
- Coordinated Transportation Services Agency Membership Form (CTSA only)
- Affirmative Action Documentation or Questionnaire
- Non-Collusion Affidavit
- Bid Sheet

STATEMENT OF ASSURANCE

OMNIBUS TRANSPORTATION EMPLOYEE TESTING ACT COMPLIANCE

(To accompany bid)

The following firm

_____ is currently under contract

_____ will be contracted with

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

Name of Firm: _____

Address: _____

Contact Person: _____

Telephone: _____

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

Authorized Signature _____

Company Name _____

Address _____

STATEMENT OF ASSURANCE

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

(To accompany bid)

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

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

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

Authorized Signature _____

Company Name _____

Address _____

PRESCRIBED FORM OF QUESTIONNAIRE

(To accompany bid)

SURETY BOND

_____ CORPORATE – Consent of Surety Attached

_____ PERSONAL – Consent of Surety Attached

FAMILIARITY WITH CONDITIONS OF CONTRACT

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

Yes _____ No _____

EXPERIENCE OF BIDDER

1. Have you had previous experience in school or other bus transportation? ___Yes ___No
2. If yes, how many years experience? _____
3. Briefly state the nature of this experience. _____

Company Name _____

Address _____

Authorized Bidder's Name and Title _____

(Print or Type)

Authorized Signature _____

CONSENT OF SURETY – PERSONAL BONDS—Not Applicable

(To accompany the bid – if applicable)

Issued to the _____ Board of Education

On behalf of _____, as contractor

Bid Date _____ Bid Number _____

We hereby agree to issue the required Personal Surety Bond for the transportation services to be provided by the award of a mutually agreed upon contract between the referenced Board of Education and Contractor.

Not Applicable as the district does not accept personal surety bonds.

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: _____

Organization Address: _____

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

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

Part II

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

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

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

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

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

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

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

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

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the *<name of contracting unit>* is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with *<type of contracting unit>* to notify the *<type of contracting unit>* in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement

or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the *<type of contracting unit>* to declare any contract(s) resulting from this certification void and unenforceable.

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

AFFIRMATIVE ACTION
QUESTIONNAIRE
(To accompany bid)

COMPANY NAME _____

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

___ YES ___ NO

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

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

___ YES ___ NO

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

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, Division of Purchase & Property, Contract Compliance Audit Unit, EEO Monitoring Program
P.O. Box 206, Trenton, NJ 08625.

A copy shall be submitted to the board of education within seven (7) days of the notice of the intent to award the contract or the signing of the contract.

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

AUTHORIZED BIDDER _____
(Print or Type)

TITLE _____ DATE _____
(Print or Type)

SIGNATURE _____

FORM OF NON-COLLUSION AFFIDAVIT

(To accompany the bid)

STATE OF NEW JERSEY, COUNTY OF _____

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

of _____, in the County of _____,

State of _____, of full age, being duly sworn according to law on

my oath depose and say that:

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

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

Company/Agency Name (Print or Type)

Authorized Representative - Name and Title (Print or Type)

Authorized Signature

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

Bid Number _____

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

Notary Public of New Jersey
(Seal)

My commission expires _____, 20__

ALL BIDS MUST BE EITHER HAND DELIVERED OR VIA
UPS, FED EX, DHL, ETC.,
ATTN: DAVID PAWLOWSKI

BIDS WILL NOT BE ACCEPTED VIA THE US POSTAL
SERVICE AS WE CANNOT GUARANTEE THE RECEIPT
OF THEM.

*In order to alleviate possible confusion, the South Brunswick Board of Education Administration building is physically located in North Brunswick, NJ 08902. This is not a typographical error.

Note: Currently the US Postal Service will NOT deliver to this address.) This address is to be used for bid openings and bid submittals ONLY. All other correspondence should be addressed to PO Box 181, Monmouth Junction, NJ 08852.

DIRECTIONS TO BOARD OFFICE

FROM THE NORTH: Take US 1 South. Pass Sears, US 130 intersection, J&J plant (on left) and Finnigans Lane. Take next jug-handle for Blackhorse Lane. Board Office is on the left.

FROM THE SOUTH: Take US 1 North. Pass Deans Lane and Henderson Road. Take the next right onto Blackhorse Lane. Board Office is on the left.

FROM US 130 NORTH: Make a right onto Deans Rhode Hall Road. Left onto Georges Road. At light turn right onto Deans Lane. Make first right onto Blackhorse Lane. The Board Office will be on your right.

FROM US 130 SOUTH: Make a left onto Deans Rhode Hall Road. Left onto Georges Road. At light turn right onto Deans Lane. Make first right onto Blackhorse Lane. The Board Office will be on your right.

FROM TURNPIKE: Exit 8A. *Right* onto Route 32 to US 130. Right turn onto US 130. Move to left lane and follow directions above from US 130 South.

Route Descriptions

SOUTH BRUNSWICK SCHOOL DISTRICT
ROUTE DESCRIPTION
OUT OF DISTRICT STUDENTS

ROUTE NO: HSH

DESTINATION: SOUTH BRUNSWICK HIGH SCHOOL
750 Ridge Rd, Monmouth Junction
School Hours: 7:25 am (7:15 am drop time) – 2:25 pm

ARRIVAL TIME AT FIRST STOP 645 am

Stop	999 Hidden Lake Dr. North Brunswick
Stop	1160 Aaron Dr, North Brunswick
Stop	SOUTH BRUNSWICK HIGH SCHOOL

The direction of the vehicle from the last stop shall be along the safest most direct route to the destination.

NOTE: Within 10 days of the start of the contract, the contractor must submit to the district board of education a description of the actual streets traveled.

Vehicle shall arrive at the destination no earlier than 7:10 and no later than 7:15 am
P.M. Run begins at South Brunswick HS at 2:25 pm and shall be the reverse of the AM unless indicated

Minimum Vehicle Capacity: 7 passenger school vehicle

Special Needs: None

THE STARTING DATE OF THIS ROUTE IS: Thursday, January 2, 2020

SOUTH BRUNSWICK SCHOOL DISTRICT
ROUTE DESCRIPTION
OUT OF DISTRICT STUDENTS

ROUTE NO: CA S4

DESTINATION: CAMBRIDGE SCHOOL
35 Cambridge Rd, South Brunswick
School Hours: PM only 2:35 pm *Note: there is no AM portion of this route

ARRIVAL TIME AT FIRST STOP 2:35 pm

STOP	CAMBRIDGE SCHOOL
Stop	13 Davidson Mill Rd, South Brunswick (car seat needed)

** Note: Additional students may be added during school year, route will not be longer than 40 minutes

The direction of the vehicle from the last stop shall be along the safest most direct route to the destination.

NOTE: Within 10 days of the start of the contract, the contractor must submit to the district board of education a description of the actual streets traveled.

Vehicle shall arrive at the destination no earlier than No AM P.M. Run begins at the Cambridge School at 1:45 pm and shall be the reverse of the A.M. run unless so indicated.

Minimum Vehicle Capacity: 16 Passenger school bus

Special Needs:

Aide Required
Car Seat Required

THE STARTING DATE OF THIS ROUTE IS: Thursday, January 2, 2020

SOUTH BRUNSWICK SCHOOL DISTRICT
ROUTE DESCRIPTION
OUT OF DISTRICT STUDENTS

ROUTE NO: PATH

DESTINATION: PATH program - Piscataway
1515 Stelton Dr, Piscataway
School Hours: 8:30 am – 2:45 pm

ARRIVAL TIME AT FIRST STOP 8:00 am

AM STOP	5109 Buttonwood Ct, South Brunswick
STOP	PATH program - Piscataway

The direction of the vehicle from the last stop shall be along the safest most direct route to the destination.

NOTE: Within 10 days of the start of the contract, the contractor must submit to the district board of education a description of the actual streets traveled.

Vehicle shall arrive at the destination no earlier than 7:00 am or later than 7:10 am P.M. Run begins at the PATH program - Piscataway at 1:45 pm and shall be the reverse of the A.M. run unless so indicated.

Minimum Vehicle Capacity: 7 Passenger school bus

Special Needs: None

THE STARTING DATE OF THIS ROUTE IS: Thursday, January 2, 2020

BID SHEET
SOUTH BRUNSWICK
Board of Education

Student Transportation Services

- Bids which do not include an adjustment amount will not be accepted.
- In the event bid submissions for a route cost result in a tie bid, the award shall be based on the lowest aide cost (if applicable). If there is no aide cost, or if that cost also results in a tie bid, the award shall be based on the lowest increase/decrease adjustment cost unless otherwise specified by the board.
- Alternate bids not solicited by the Board of Education will not be accepted.
- The following routes and aide (if applicable) are to be bid on a PER DIEM basis.
- Routes which require an aide are so indicated by an asterisk (*).
- I hereby submit the following bid(s) to transport students during the 2019-2020 school year in accordance with your advertisement, specifications and route description.

Per Diem

<u>Route Number</u>	<u>Route Cost</u>	<u>Increase/Decrease Adjustment Cost</u>	<u>Per Aide Cost (if applicable)</u>
HSN	\$ _____	\$ _____	\$ _____
CA S4*	\$ _____	\$ _____	\$ _____
PATH	\$ _____	\$ _____	\$ _____

TOTAL

PER DIEM BID \$ _____ (Include route and aide costs, where applicable.)

Bulk Bid – If I am awarded all routes as identified by the individual routes bid above, a _____% deduction shall be applied to each route and aide cost, where applicable.

BID SHEET
SOUTH BRUNSWICK
Board of Education
Student Transportation Services

Contracts will be awarded on an individual or bulk basis whichever is least costly to the board.

_____ Bidder's Name (Print or Type)	_____ Company Name
_____ Company Address and Telephone Number	
_____ Bidder's Signature	_____ Date

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