

HOLMDEL BOARD OF EDUCATION

MONMOUTH COUNTY

2019-2020 SCHOOL YEAR

BID SPECIFICATIONS

FOR

**SPECIAL EDUCATION
STUDENT TRANSPORTATION SERVICES**

TO AND FROM SCHOOL

BID NUMBER 20-06

LEGAL NOTICE

SPECIFICATIONS

PRESCRIBED QUESTIONNAIRE

STOCKHOLDERS' DISCLOSURE STATEMENT

AFFIRMATIVE ACTION QUESTIONNAIRE/STATEMENT

NON-COLLUSION AFFIDAVIT

BID SHEET

ADVERTISEMENT FOR BIDS

NOTICE IS HEREBY GIVEN THAT sealed bids will be received by the Board of Education of the Holmdel Township School District, Monmouth County, New Jersey for **SPECIAL EDUCATION STUDENT TRANSPORTATION SERVICES, Bid Number 20-06.**

Bids for the above will be received at the Board of Education Offices, located at 65 McCampbell Road, Holmdel, NJ 07733, at or before 11:30 a.m. (prevailing time), Thursday, November 14, 2019 and will be publicly opened and read immediately thereafter.

Bids must be made on the proposal forms in the manner designated, enclosed in a separate sealed envelope with the name and address of the bidder and marked "Bid for Special Education Student Transportation Services, Bid Number 20-06" on the outside, and must be accompanied by a Certified Check, Cashier's Check or Bid Bond drawn to the order of the Holmdel Township Board of Education for not less than five percent (5%) of the amount of the bid, but not in excess of \$50,000.00, and must be delivered on or before the hour specified herein. The Board of Education assumes no responsibility for bids mailed or misdirected in delivery.

No bid may be withdrawn for a period of sixty (60) days after the date set for the opening thereof.

The right is reserved to reject any or all bids or to waive informality in the bidding if it is in the interest of the Board of Education to do so.

Bidding shall be in conformance with the applicable requirements of N.J.S.A.18A:39-1 to 30, pertaining to the transportation of students to and from schools.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and P.L. 1975, Chapter 127 (N.J.A.C. 17:27).

BY ORDER OF THE
BOARD OF EDUCATION OF THE HOLMDEL
TOWNSHIP SCHOOL DISTRICT
MONMOUTH COUNTY, NEW JERSEY

Dated: October 28, 2019

Michael R. Petrizzo, CPA
Business Administrator/Board Secretary

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

1. The bidding documents consist of the advertisement, specifications and proposal documents, inclusive of but not limited to the instructions to bidders and general conditions, and any modifications to the specifications issued prior to the bid opening. The contract between the successful bidder and the Holmdel Board of Education shall consist of the bidding documents, inclusive of but not limited to the bid sheet submitted by the successful bidder and the applicable route description, and the purchase order issued by or on behalf of the board of education.

2. Contractors shall comply with current applicable federal and state statutes and regulations and with the policies and procedures of the Holmdel Board of Education governing pupil transportation. Student transportation contracts are deemed to include all the rules and procedures pertaining to pupil transportation though not expressly stated.

3. The term of the contract shall, in general, be from September 4 through June 18, according to the school calendar, unless otherwise noted.

4. It is the intent of the Holmdel 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.

a) Starting dates, closing dates, early dismissals, recesses and holidays during the school year may vary from school to school. 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, late openings, schedule deviations for special programs or activities, including but not limited to school examinations or district testing, orientation week in August, detours, make-up sessions, etc. Bidding will be based on the 2019-2020 school year calendars.

5. The successful bidder will be considered an independent contractor and shall not be deemed to be an agent, servant, employee or representative of the Holmdel Board of Education.

6. As authorized by the Holmdel Board of Education, only enrolled eligible public and private school pupils, adults serving as chaperones or school personnel shall be transported. Except for out of district special education routes, commingling of students are not allowed unless authorized in writing by the Holmdel Board of Education through the joint transportation agreement process. The vehicle(s) assigned to the routes specified herein shall not be utilized for other purposes during the time period designated by the route description.

7. Vehicle(s) shall arrive and/or depart the assigned school(s) as indicated on the enclosed route descriptions.

8. No transportation contract shall be subcontracted without the prior written approval of the Holmdel Board of Education.

9. Bids are to be placed in a sealed envelope plainly marked, "BID FOR SPECIAL EDUCATION STUDENT TRANSPORTATION SERVICES, BID NUMBER 20-06" and must be received at the office of the Holmdel Board of Education, 65 McCampbell Road, Holmdel, NJ 07733 on or before 11:30 a.m. (prevailing time), Thursday, November 14, 2019. The Board or designated official shall unseal the bids in the presence of the parties bidding and publicly announce the contents.

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

11. The Holmdel Board of Education reserves the right to transfer transportation contracts awarded under these specifications to another Board of Education upon approval of both boards of education and the Executive County Superintendent of Schools.

12. If any litigation should arise between the Holmdel 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 Holmdel Board of Education administering the contract is located.

13. Wherever in this bid specification or resultant contract reference is made to "contractor", "drivers" or "aides", they shall be deemed to place full responsibility for compliance with the applicable requirement upon the contractor.

VEHICLES AND EQUIPMENT

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 the Holmdel Board of Education.

2. All vehicles shall be systematically inspected twice within the year and display a bus certification inspection sticker to ensure that such vehicles and equipment are in a safe and proper operating condition.

3. The contractor shall provide and maintain an adequate number of school buses, including spares, to safely transport any and all students assigned to the routes contained in this bid and to assure uninterrupted service in the vent of mechanical breakdown.

4. All vehicles shall be equipped with two-way communication unless otherwise indicated on the Route Specification sheet.

5. All wheelchair transport must provide vehicle with hydraulic lift. Vans with ramps are not acceptable for wheelchair transport.

6. All vehicles must be equipped with a Child Check Mate System or similar unit.

7. Car seats, harness or belt buckle cover, when applicable, will be provided by the contractor.

8. All vehicles will be equipped with audio/video monitoring system, review of such system will be provided to the district at there request.
9. All vehicles transporting Holmdel Board of Education Students MUST be securely garaged/gated not further then 3 Miles from the Holmdel Township Perimeter and /or be able to respond to a call for assistance within 30 minutes

ACCIDENT AND OTHER INCIDENT REPORTING

1. 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 Holmdel 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 Holmdel Board of Education providing the transportation after it is signed by the principal(s) of the receiving school(s). In addition, the driver must also complete and file a motor vehicle accident report in accordance with N.J.S.A. 39:4-130.

2. Contractors shall immediately inform the administrator or principal of the receiving school and the superintendent of the Holmdel Board of Education providing for the transportation or their designees 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. 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.

3. **“All accidents involving vehicles in service to the District shall be immediately reported to the Holmdel Transportation Office.”**

DRIVERS AND AIDES

1. The driver shall be a reliable person of good character who shall possess the qualifications and communication skills necessary to perform the duties of the position, and comply with the rules set forth for drivers in all federal, state and local regulations including, but not limited to, the Omnibus Transportation Employee Testing Act, N.J.S.A. 18A:39-17 through 20 (background check), and tuberculosis testing.

2. If a pupil assigned to a special education route is not present at the assigned bus stop for three consecutive days, the contractor shall report this absence to the district transportation supervisor.

3. The bus driver shall be in full charge of the school bus at all times and will be required to report unmanageable students to the district transportation supervisor and principal of the receiving school on the district prescribed incident/discipline form and procedures.

4. In the event that a school bus is involved in an emergency situation while transporting students to or from school, the driver will notify the district's transportation office as soon as possible.

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 pupils getting on and off the vehicle as needed, and other duties which may be specified by the Holmdel Board of Education.

7. If, in the judgment of the Holmdel 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 to perform their duties, inability to control pupils, failure to comply with the rules and regulations, incapacity, unbecoming conduct, or other good cause, the Holmdel Board of Education may require the contractor to remove the driver and/or aide from the route or all district routes. If the contractor fails to comply with this provision, the Holmdel Board of Education may require the contractor to show good cause why this failure to comply should not be deemed a breach of contract and may set aside the contract.

COUNTY SUPERINTENDENT APPROVAL

1. All transportation contracts require the approval of the Executive County Superintendent of Schools. The contract shall be of no force or effect unless and until approved by the Executive County Superintendent.

PAYMENT TERMS

1. Contracts will be calculated based on the actual services performed. Payments will be made on a monthly basis provided the contractor is performing in accordance with the specifications and contract and a duly certified invoice is received by the Holmdel Board of Education.

2. Within seven (7) days of notification of contract award, the successful bidder shall submit to the Holmdel Board of Education the performance bond, certificate of insurance, affirmative action documentation and all other documents required by the specifications but not submitted with the bid. Failure to submit any such documentation in order for the Holmdel Board of Education to comply with the timeline for submission of contract to the county superintendent may result in a delay in the scheduled payment of services.

3. Payments are subject to approval by the Holmdel 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 announcement 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.

BASIS OF BID AND ADJUSTMENTS

1. The bidder shall submit the bid sheet contained in these bid specifications. Bids shall be submitted as indicated on the enclosed bid sheet. Other bid sheets are not acceptable.

2. If any change in the described route results in increased or decreased miles, 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 nonpublic 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 pupil cost shall include all students on the route, public and nonpublic.

INSURANCE COVERAGE

1. The contractor shall provide automotive liability insurance in the amount of \$5,000,000.00 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 must name the Holmdel Board of Education as an additional insured on the policy. The successful bidder's insurance company shall forward notice, in the event of cancellation of the policy, thirty (30) days prior to the date of termination of the coverage specified.

2. The contractor will protect, defend, and save harmless the Holmdel 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.

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 guarantee exceed \$50,000.00. This guarantee shall be made payable to the Holmdel Board of Education. Such deposit shall be forfeited upon refusal of a bidder to enter into the contract with the Board; otherwise, checks shall be returned when the purchase order is issued and a surety (performance) bond is filed with the Holmdel Board of Education. The bid guarantee shall be identified by the bid number assigned to the bid for which it is submitted. The bid security check for all unsuccessful bidders, except for the three lowest bidders, will be returned within 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 unless otherwise noted.

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

PERFORMANCE GUARANTEE(CONSENT OF SURETY)

Each bidder shall submit a performance surety bond with its bid issued by a corporate surety company recognized by the State Department of Banking and Insurance as being authorized to do business in the State of New Jersey in an amount equal to the annual amount of the contract shall be required of the successful bidder. The performance guarantee shall be identified by the multi-contract number or route number for which it is submitted. Each bid shall be accompanied by a signed Prescribed Form of Questionnaire, 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.

BREACH OF CONTRACT/TERMINATION

1. In the event the contractor fails to provide service in accordance with these specifications and stated requirements, the contractor shall be considered in breach of contract. If after the Holmdel Board of Education has notified the contractor of the breach a violation is represented or the contractor fails to cure the deficiency, the Holmdel Board of Education may require the contractor to show cause at a hearing why his or her failure to comply should not be deemed a breach of contract.

2. If, after notice and opportunity for a hearing, the Holmdel Board of Education determines that a breach of contract exists, it may call upon the contractor's surety company to perform the contract or to reimburse the Holmdel Board of Education for any financial loss resulting from the breach of the contract, and the Holmdel Board of Education may cancel the contract.

3. The Holmdel Board of Education may terminate the contract without cause upon sixty (60) days written notice to the contractor. In the event of such early termination the Holmdel Board of Education shall pay the contractor for all transportation services rendered through the effective date of termination.

LIQUIDATED DAMAGES

1. Timely operation of the contractor's vehicles is an essential consideration of the contract. Should the contractor fail to provide services on a timely basis, the contractor shall pay the Holmdel Board of Education as liquidated damages the amount(s) set forth below. In addition, the Holmdel Board of Education shall be entitled to recover such actual damages as are capable of being ascertained and which are not duplicative of elements covered by the liquidated damages provisions:

a) **TARDINESS** without good cause and notification -- \$500.00 per occurrence. A vehicle shall be considered tardy if it does not arrive within 10 minutes of the last start time specified in the applicable route description or within 10 minutes of the departure time specified in the route description.

b) **DRIVER/CONTRACTOR** failure to pick up all pupils assigned to a route without good cause -- \$500.00 per occurrence.

c) **FAILURE TO OPERATE** -- \$500.00 per occurrence plus the per diem cost of the contract based on a 180 day school year.

d) **FAILURE TO RESPOND** -- to a call for assistance for broken down vehicle within 30 minutes -- \$500.00 per occurrence.

e) **FAILURE TO SUBMIT** -- documents (trial runs, proof of training as listed in this contract, annual certifications, and any other documents the Holmdel Board of Education deems necessary) within time lines listed here or 3 days upon written request from the Holmdel Board of Education -- \$500.00 per occurrence.

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 Holmdel 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.

TRAINING

1. The contractor will ensure that drivers and aides are properly trained to perform their duties.

2. The contractor shall administer a safety education program for all permanent and substitute drivers and bus aides, which shall include at a minimum the following:

- a) Student management and discipline;
- b) Special Needs Transportation Training;
- c) School bus accident and emergency procedures; bus evacuation
- d) Conducting school bus emergency exit drills;
- e) Loading and unloading procedures;
- f) School bus stop loading zone safety;
- g) Inspecting the school vehicle for students left on board at the end of a route; and
- h) The use of a student's education records, including the employee's responsibility to ensure the privacy of the student and his or her records, if applicable.

3. Drivers and aides shall participate in scheduled school bus evacuation drills.

4. Drivers and aides must be able to communicate with parents, students and school personnel in English.

5. Drivers and aides shall attend trainings at the office of the Holmdel Board of Education as required and deemed necessary by Holmdel Board of Education.

6. Within ten (10) days of the start of the contract, the contractor shall submit to the Holmdel Board of Education a description of the actual streets traveled for routes for the transportation of special education students and nonpublic school students for which the streets to be traveled are not described by the Holmdel Board of Education on the route description contained in the bid. Failure to do so could result in a \$500.00 fine. The direction of the vehicle shall be along the safest most direct route to the destination.

All stops on route description will be performed as indicated. Changes will only be accepted AFTER approval from Holmdel Transportation Department in writing.

7. Training shall meet the needs of the District, and driver/aide attendance shall be documented to the Holmdel School District upon completion.

SPECIAL NEEDS REQUIREMENTS FOR DRIVERS & AIDES

1. Trial runs must be performed at least fifteen (15) days prior to the first day of school. All Preschool and Special Needs Drivers and Aides must stop at all students' homes to "Meet and Greet" the student(s) and parent(s) that are available. The driver will notify the parent(s) of the date of the trial run to verify availability. Upon completion, the contractor will provide written documentation to the Holmdel Transportation Office.

2. The contractor will ensure that both drivers and aides are properly trained to transport Special Needs students, specifically, and must be documented upon completion of training and shall be provided to the Holmdel Board of Education in writing prior to the first day of school.

3. Loading and unloading procedures for Special Education wheelchair student(s).

4. Tie down wheelchair.

5. Sensitivity training.

6. The contractor will ensure that there are proper backup drivers and aides to perform their duties for Special Needs students.

7. Drivers and Aides must participate and demonstrate the ability to perform school bus evacuations. Evacuations will be scheduled twice a year through Holmdel Board of Education and overseen by administrators at the school.

8. Drivers and Aides must be able to communicate with parents in English (and school personnel).

9. Drivers and Aides must keep students' health and education records confidential.

10. Drivers and Aides shall attend training at the Holmdel Board of Education, when needed.

11. Inspecting the school van for students left on board at the end of a route.

DRIVER AND BUS AIDE WORK PERFORMANCE

1. Assists children in safely boarding the bus and safely leaving the bus.

2. Ensures that children are seated safely and comfortably while riding on the bus.

3. Controls the behavior of the children while on the bus.

4. Operates wheelchair lift and wheelchair lock-in devices.

5. Implements emergency procedures in the event of an accident to the driver or children.

6. Assists the driver in maintaining discipline on the bus and reports violations to the Transportation Office or other authorized individuals in accordance with established procedures.

7. Displays tact and courtesy when dealing with students, colleagues, parents, residents and others in the performance of this position.

Calendar

1. All contractors will follow the school calendar as provided. Changes to calendar for inclement weather shall be provided to the contractor from the district. Contractor will make buses available in the event of emergency closing.

SEATING CHARTS

1. All drivers must maintain an updated seating chart. It should be kept on the bus at all times. A copy of the complete seating chart should be submitted to the Holmdel Transportation Office no later than September 13, 2019.

MODIFICATIONS

1. Any modifications to these specifications after the public advertisement for bids and prior to the scheduled bid opening will be made known by certified mail to all bidders who requested specifications.

2. The Holmdel 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.

AFFIRMATIVE ACTION

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

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

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

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all

qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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

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

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

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

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

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

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

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- 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 Purchase & Property, CCAU, EEO Monitoring Program as may be requested

by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

OWNERSHIP DISCLOSURE

1. All bidders are hereby notified that every corporation, partnership and limited liability company, according to N.J.S.A. 52:25-24.2, 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 who own 10 percent or more of its stock, of any class or of all individual partners in the partnership who own 10 percent or greater interest therein, or all members in the limited liability company who own 10 percent or greater interest therein, as the case may be. If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been listed.

2. To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest.

BUSINESS REGISTRATION

1. All bidders must submit their Business Registration Certificate before award of the contract pursuant to *N.J.S.A. 52:32-44*.

DRUG AND ALCOHOL TESTING

1. If awarded a contract, your company/firm will be required to certify to the Holmdel Board of Education that you are in compliance with the drug and alcohol requirements of the Omnibus Transportation Employees Testing Act.

BACKGROUND CHECK

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

2. The contractor shall submit a copy of all driver abstracts to the Holmdel Board of Education's Transportation Department on or before August 31 or upon employment for newly hired drivers.

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:32-6.3.

DISCLOSURE OF POLITICAL CONTRIBUTIONS

1. 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-26.27 (P.L. 2005, c. 271, s.3) if the contractor received contracts in the aggregate in excess of \$50,000.00 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.

2. In addition to the foregoing, the successful contractor shall submit to the Holmdel Board of Education a completed Business Entity Disclosure Certification for contracts of \$18,800.00 or greater pursuant to N.J.A.C. 6A:23A-6.3 and a Political Contribution Disclosure Form pursuant to N.J.S.A. 19:44-20.26 (P.L. 2005, c. 271) at least ten (10) days prior to entering into the contract.

THE FOLLOWING DOCUMENTS MUST BE SUBMITTED WITH YOUR BID

1. Bidder's Guarantee (bid bond, cashier's check or certified check in an amount not less than 5% of the annual contract costs, not to exceed \$50,000)
2. Omnibus Transportation Employee Testing Act Compliance Assurance
3. Prescribed Questionnaire
4. Consent of Surety
5. Ownership Disclosure Statement
6. Affirmative Action Documentation or Questionnaire
7. Non-Collusion Affidavit
8. Disclosure of Investment Activities in Iran
9. Bid Sheet
10. Evidence of the Bidder's Ability to Obtain the Required Insurance Coverage

THE FOLLOWING DOCUMENT MUST BE SUBMITTED BEFORE AWARD OF CONTRACT

1. Business Registration Certificate pursuant to *N.J.S.A. 52:32-44*, if not submitted with your bid.

STATEMENT OF ASSURANCE

OMNIBUS TRANSPORTATION EMPLOYEE TESTING ACT COMPLIANCE

(To accompany bid)

The following firm _____

_____ is currently under contract

(select one)

_____ 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: _____

PRESCRIBED FORM OF QUESTIONNAIRE

(To accompany bid)

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 _____

OWNERSHIP DISCLOSURE STATEMENT

Pursuant to and in accordance with N.J.S.A. 52:25-24.2, bidders must supply to public agencies a statement of ownership of 10 percent interest in a corporation, partnership or limited liability company

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

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest.

NAME & PERCENT OWNERSHIP

ADDRESS

_____	_____
_____	_____
_____	_____

(Continue listing additional names and addresses on separate sheet attached to this form.)

_____ No individual stockholder, partner or member owns 10 percent or more of this corporation, partnership or limited liability company

I certify that the forgoing statements are understood and the information provided is true, and I am aware that if any such statements are willfully false, I may be subject to punishment.

(Authorized Signature)

(Print Name and Title)

Name of Bidder: _____

Address _____

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 Holmdel 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 Holmdel Board of Education within seven (7) working days of the notice of intent to award the contract or the signing of the contract.

3. If you answered NO to both questions above, an Affirmative Action Employee Information Report (AA-302) will be mailed to you. Complete the form and forward it to the Affirmative Action Office, Department of Treasury, CN 209, Trenton, NJ 08625. A copy shall be submitted to the Holmdel 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__

**STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Quote Number: _____ Bidder/Offeror: _____

**PART 1: CERTIFICATION
BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____ Relationship to Bidder/Offeror _____	<input type="button" value="Delete"/>
Description of Activities _____ _____	
Duration of Engagement _____ Anticipated Cessation Date _____	
Bidder/Offeror Contact Name _____ Contact Phone Number _____	

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; that the State of New Jersey is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, 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 State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____	Signature: _____
Do Not Enter PIN as a Signature	
Title: _____	Date: _____

ROUTE DESCRIPTION
SPECIAL EDUCATION STUDENTS

ROUTE NO. VID-4 PM ONLY

START Village Elementary School

- 1) 6 Coventry Square
- 2) 17 Dimisa Drive
- 3) 214 Holland Road
- 4) 7 Indian Creek Road
- 5) 16 Peach Tree Lane

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. Stop order May NOT be changed without prior authorization from Holmdel Board of Education.

Vehicle shall arrive at the Village School no later than 3:40 PM. Local school may change for future year use. Stop locations subject to change in accordance with attendance to this program.

Minimum Vehicle Capacity 20 Passenger

Equipment: Contractor will supply all car seats or harness or buckle guard as deemed necessary. Car Seats must be STAR car seats. All equipment must be clean and meet all NHTSA standards. This route requires an aide at all times to assist with all students.

Special Instructions _____

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

THE STARTING DATE OF THIS ROUTE IS December 1, 2019 and is Monday- Friday until June 18, 2020.

ROUTE DESCRIPTION
SPECIAL EDUCATION STUDENTS

ROUTE NO. VID-5 PM ONLY

START Village Elementary School

- 1) 36 McCampbell Road
- 2) 2 Palmetto Court
- 3) 19 Sweet Briar Lane
- 4) 823 Holmdel Road

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. Stop order May NOT be Changed without prior authorization from Holmdel Board of Education.

Vehicle shall arrive at Village Elementary School no later than 2:40 PM. Local school location may change for future use. Stop locations subject to change in accordance with attendance to this program.

Minimum Vehicle Capacity 20 Passenger

Equipment: Contractor will supply all car seats or harness or buckle guard as deemed necessary. Car Seats must be STAR car seats. All equipment must be clean and meet all NHTSA standards. This route requires an aide at all times to assist with all students on the vehicle.

Special Instructions _____

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

THE STARTING DATE OF THIS ROUTE IS December 1, 2019 and is Monday- Friday until June 18, 2020.

ROUTE DESCRIPTION
SPECIAL EDUCATION STUDENTS

ROUTE NO. SLE 1

START Holmdel High School

- 1) 9:30 Pick up at High School
- 2) 9:50 Drop off at Dearborn Farms (Holmdel)
- 3) 11:05 Pick up at High School
- 4) 11:20 Drop off at Party City (Hazlet)
- 5) 11:30 Pick up at Dearborn Farms (Holmdel)
- 6) 11:45 Drop off at Brookdale Community College (Lincroft)
- 7) 12:30 Pick up at Party City (Hazlet)
- 8) 12:45 Drop off at High School
- 9) 1:05 Pick up at Brookdale Community College (Lincroft)
- 10) 1:20 Drop off at High School

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. Stop order May NOT be Changed without prior authorization from Holmdel Board of Education.

Vehicle shall arrive at Holmdel High School at 9:30 AM. Local school location may change for future use. Stop locations subject to change in accordance with attendance to this program.

Minimum Vehicle Capacity 20 Passenger

Special Instructions _____

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

THE STARTING DATE OF THIS ROUTE IS December 1, 2019 and is Monday- Friday until June 18, 2020.

ROUTE DESCRIPTION
SPECIAL EDUCATION STUDENTS

ROUTE NO. SLE 2

START Holmdel High School

- 1) 10:40 Pick up at High School
- 2) 10:50 Drop off at Bayshore Community Hospital (Holmdel)
- 3) 11:05 Pick up at High School
- 4) 11:15 Drop off at Bell Works (Holmdel)
- 5) 12:50 Pick up at Bell Works (Holmdel)
- 6) 1:00 Pick up at Bayshore Community Hospital (Holmdel)
- 7) 11:45 Drop off at Brookdale Community College (Lincroft)
- 8) 12:45 Drop off at High School

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. Stop order May NOT be changed without prior authorization from Holmdel Board of Education.

Vehicle shall arrive at Holmdel High School at 10:40 AM. Local school location may change for future use. Stop locations subject to change in accordance with attendance to this program.

Minimum Vehicle Capacity 20 Passenger

Special Instructions _____

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

THE STARTING DATE OF THIS ROUTE IS December 1, 2019 and is Monday- Friday until June 18, 2020.

BID SHEET
 Holmdel Township
 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.

Route Number	Route Cost	Aide Per Diem Cost	Increase/Decrease Adjustment Cost
VID-4 PM ONLY	\$	\$	\$
VID-5 PM ONLY	\$	\$	\$
SLE-1	\$	\$	\$
SLE-2	\$	\$	\$

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.

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