

**LAKEWOOD
BOARD OF EDUCATION
LAKEWOOD, NJ 08701**

**OCEAN
COUNTY**

**2017-2018
SCHOOL YEAR**

BID SPECIFICATIONS

STUDENT TRANSPORTATION SERVICES

TO AND FROM SCHOOL

BID NUMBER 02-1718

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SPECIFICATIONS
PRESCRIBED QUESTIONNAIRE
STATEMENT OF OWNERSHIP DISCLOSURE
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BID SHEET**

**SPECIFICATIONS FOR STUDENT TRANSPORTATION SERVICES
TO AND FROM SCHOOL**

LAKEWOOD BOARD OF EDUCATION

2017-2018 School Year

GENERAL PROVISIONS

1. All contractors shall comply with current applicable New Jersey statutes, regulations and with the policies and procedures of the district board of education governing student transportation.
2. The term of the contract shall, in general, be from September 1, 2017 through June 30, 2018 according to the school calendar. If routes are noted as "SUMMER" routes, they will run during the months of June through August for the dates specifically noted. 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.
6. Vehicle(s) shall arrive and/or depart the assigned school(s) as indicated on the enclosed route descriptions.
7. No transportation contract shall be subcontracted without the prior written approval of the board of education.
8. Bids are to be placed in a sealed envelope and plainly marked, "Lakewood Student Transportation Services – Lakewood School District"

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 Lakewood Board of Education Business Office, located at 200 Ramsey Ave, Lakewood, NJ 08701, up to **10:00 A.M.** prevailing time on **TUESDAY, JULY 18TH, 2017.**

9. 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 board of education upon request.
10. The Board of Education reserves the right to transfer transportation contracts awarded under these specifications to another Board of Education.
11. 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 school bus certification inspection sticker to ensure that such vehicles and equipment are in safe and proper operating condition.
3. The contractor shall provide and maintain an adequate number of school buses, including spare buses, 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.
4. Two-way Radio System - Every bus provided by the contractor must have a fully functional two-way radio system capable of communicating from any location that coincides with the Lakewood Board of Education's assignment for the vehicle.

5. Cameras and Digital Recording Video System- The Lakewood School District requires the installation and use of a multi-camera (minimum of three cameras) digital recording video systems on all buses used to service contracts awarded from this bid. Camera One will be at the front of the bus and face backwards in order to capture the entire bus on the video digital memory. Camera Two will be at the mid bus mark and also face backwards to capture a better view of rear-seated passengers. Camera Three will be located directly over the driver's left shoulder pointed in the direction of service door, high enough to view the driver, the stairwell area and the service door entrance clearly. Vehicles with a capacity of 20 or less ambulatory passengers, the mid-bus camera may be eliminated. A documented chain of custody for all video recordings that are copied and/or shared for any reason will be maintained by the school bus contractor's office for at least 13 months. All video camera systems must have a delayed power-off system ensuring the camera will continue to record for a minimum of 15 minutes after the bus is turned off. The system must have the ability to send video recordings and detailed reports via email (example - Dropbox or Sharefile transmission software) to the school's administrator and the School District's Transportation office. All video camera use on buses servicing the Lakewood School District and all images digitally stored from those cameras shall be used in a manner consistent with the policies and procedures as established by the Lakewood Board of Education.
6. GPS System - A GPS system will also be required on all buses and may be independent or part of video system as long as a detailed report can be quickly produced and immediately forwarded to the district transportation office whenever required. All vehicles (assigned and spares) servicing the routes within this bid shall be equipped with GPS tracking systems to provide real-time (preferred) and/or recorded tracking of the bus's location. The system must have the ability to send detailed reports via email to the district's Transportation Supervisor's Office whenever requested.
7. Maintenance Facility-- The contractor must have a maintenance facility with a basic essential parts inventory on-site at the location where the buses are parked and the drivers are dispatched from. This maintenance facility must have at least one fully trained diesel mechanic on duty for the morning and afternoon dispatch. Larger fleets should follow federal minimum standard guidelines for school bus operations.

8. Route Identification - All vehicles must have a clear and easily seen method of identifying the route being serviced by the bus arriving at stops along the routes within this bid. ONLY one route number is permitted to be displayed at any time and it must be the correct route number at the time the bus is arriving at the current route's bus stops or school. Multiple routes being displayed at the same time or no route identification at all will both be considered as noncompliant with this specification and subject to the daily fine for noncompliance stated later within these bid specifications.

ACCIDENT REPORTING

1. Contractors shall ensure that every school bus driver will:
 - a) Immediately inform the Transportation Coordinator and/or the School Business Administrator of the district board of education providing the contracted transportation of any 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*.
2. The School District reserves the right to participate actively in any accident review, in cooperation with the Contractor or on its own, of the vehicle in which students are being transported under this contract, and the Contractor agrees to assist the School District in this accident review which will include making available driver records, aide records, previous accident records, and vehicle maintenance records.
3. The School District also reserves the right to remove from service to the School District any driver, aide, and/or vehicle deemed to have personal and preventable responsibility for causing an accident, regardless of whether or not a post-accident citation was issued by the investigating police authority.

REPORTING STUDENT LEFT UNATTENDED ON THE SCHOOL BUS

1. Every driver and bus aide assigned to a school vehicle shall immediately inform the administrator or principal of the subject school, along with the chief school administrator of the school district that is providing for the transportation of their school whenever an incident occurs resulting in a student being left unattended on their bus at the end of the route. School district or school bus contractor personnel who discover the child left unattended, or to whom the discovery is reported that a student has been left on a school bus, shall immediately report the incident to the Transportation Supervisor. The Transportation Supervisor will immediately file the required report form with the New Jersey Department of Education. 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. Failure to follow this procedure will be considered a very serious infraction and could place the contractor in breach; as well as possibly causing the initiation of disqualification procedures.

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, N.J.S.A. 18A:39-17 through 20 (background check), and tuberculosis testing.
2. 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 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.
4. 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.

5. 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.
6. 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.

Additional Driver/Aide Requirements-- The Contractor agrees to submit a list of certified drivers (including substitute drivers, mechanics potentially to be used as drivers, and supervisory/clerical personnel potentially to be used as drivers) and aides in service to the School District with their route identification numbers, vehicle assignments, vehicle identification number, license plate number, the name of the driver, the name of the bus aide (where applicable) and the schools to which they are transporting School District students **by October 1st of each year and update this list within seven (7) business days** as permanent changes of drivers and/or aides are made. Driver and aide information shall include, but not be limited to, the following information:

1. drivers name and/or aides name;
2. a photocopy of the driver's current commercial school bus license
3. a photocopy of the driver's current motor vehicle abstract records;
and
4. a copy of the current doctor-signed D.O.T. medical certificate.

Periodically, and throughout the school year, the School District at its own discretion may request updated listings of certified drivers and aides with their route identification numbers, vehicle assignments, and schools to which

they are transporting students. The Contractor shall provide this information within seven (7) business days that the request was made.

The Contractor shall make the bus driver and/or aide available for any student disciplinary hearings, pursuant to any School District student disciplinary investigations that are required. The cost of the bus driver's time and the bus aide's time to attend these meetings shall be borne entirely by the Contractor.

The School District shall have the right to require the removal from service to the School District of any person (driver, aide, mechanic, supervisor, or office personnel), or the reassignment of any person from one route to another route, who in its opinion, is not qualified or appropriate for their present assignment. Suitability for assignment is a critical consideration for the overall safety and efficiency of the contractor's delivery of services to the Lakewood School District.

If the School District feels it is necessary, School District reserves the rights to assign its own bus aide, nurse, or other responsible adult employed by the District to a Contractor's bus in order to provide assistance and/or supervision on a "as needed" basis while the subject bus is in service to the School District. Such aides, nurses, or other responsible adults shall be a paid and vetted employee of the School District. The Contractor will cooperate with the School District in facilitating the placement of these School District assigned personnel on any of the Contractor's vehicles as deemed necessary.

All drivers and aides in service to the School District must be able to clearly communicate with the students. The driver is required to participate in bus evacuation drills twice during the school year. He/she must have the skills and knowledge required to train the students how to safely evacuate the school bus, in case of emergency.

The Contractor shall ensure that all drivers and employees are dressed appropriately **(company logo shirts and photo ID badges are now required, also shorts may be worn providing that they at least touch the knee or are longer)** and in a manner that will consider the sensitivities of the children transported and/or appropriate for interaction with members of the community in the course of their work.

The Contractor shall ensure that all drivers and aides will fully comply with the Addendum #2 "***School Bus Driver and Aide Code of Conduct***".

EXECUTIVE COUNTY SUPERINTENDENT APPROVAL

1. All transportation contracts require the approval of the Executive County Superintendent of Schools.

PAYMENT TERMS

1. Payments to contractors shall be made on or about the 30th day of the month after services were provided. Payments will be made in monthly installments, provided an appropriate invoice is submitted by the 15th day of the month.
2. 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 more familiar with the requirements of the contract to be executed.
3. Payment for the month of June will be made by July 30th.
4. 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 also listen to school closing announcements broadcast over the local networks.
2. In an emergency situation where the contractor cannot meet their commitment for any circumstance beyond their control; or if the school

has an emergency change in schedule, the contractor must notify the Transportation Supervisor as soon as the coverage challenge is discovered. This emergency will be reviewed and fines may be waived at the discretion of the board of education.

BASIS OF BID AND ADJUSTMENTS

1. The bidder shall submit the bid on the bid sheet contained in these bid specifications. Bids shall be submitted on a per diem or per annum basis as indicated on the enclosed bid sheet only. Any other bid sheets are not acceptable and if the authorized bid sheet is not used, it will be cause to reject the bid submission in its entirety.
2. If any change in the described route results, the amount of the contract shall be adjusted as specified in the bid. The adjustment must be stated in some amount, even if it is stated as "Zero" or "\$0.00". Bids which leave an adjustment amount section empty with no number noted as the 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 per student cost shall include all students on the route, public and nonpublic.
4. The increase/decrease mileage adjustment for any route contracted by the board will require a daily difference of at least five additional or decreased miles before any adjustment is applied.

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. This board of education requires an insurance coverage greater than the minimum amount and 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 to the policy.

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 well 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.

BID GUARANTEE

1. Each bid shall be accompanied by a bid bond, cashier's or certified check for a minimum of five percent (5%), 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 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 shall be identified by the bid number assigned to the bid for which it is submitted. The bid guarantee for all unsuccessful bidders, except for the three lowest bidders, will be returned within 10 days after the bid opening (Saturdays, Sundays and holidays excluded). The annual contract amount of per diem contracts shall be calculated by multiplying the total per diem cost by the number of school calendar days.
2. Each bid shall be accompanied by a Consent of Surety.

PERFORMANCE GUARANTEE

1. A corporate performance surety bond 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 the number of school calendar days.
2. If personal bonds are permitted by these specifications, a contractor who submits a personal bond will ensure that the bondspersons providing the performance guarantee provide a list of all school districts in which they

are bonding contracts and the amount of the contracts bonded. Additionally, evidence of the value of the property listed as security shall be provided upon request.

3. For the purpose of this bid, personal bonds will **NOT** be permitted.

BREACH OF CONTRACT/PENALTIES

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. Cancellation of the contract and/or enforcement of contractor's performance bond may result.

TRAINING PROGRAMS

1. The contractor will ensure that drivers and aides are properly trained to perform their duties.
2. The contractor shall administer an ongoing monthly safety education program for all permanent and substitute drivers and bus aides; and provide evidence of the training in the form of a clearly identified sign-in sheet and program syllabus to the board of education immediately following the successful completion of each month's training program or exercise.
3. Drivers and aides are required to actively participate in scheduled school bus evacuation drills.

ROUTES

1. Within ten 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 and nonpublic school students for which the streets to be traveled are not described by the board of education on the route description contained within the bid.
2. Under no circumstances will drivers be permitted the discretion of changing a child's bus stop to a "HOUSE STOP". The contractor of a route done with unauthorized house stops created by the driver will have the option to pay a daily penalty equal to the amount of the per diem cost for

the route or \$300 whichever is greater; or, suspend the driver without pay for a first offense or terminate the driver for repeated offenses.

3. Bus routes and bus stops shall be provided to the Contractor by the School District. During the course of the operation of the routes from the first day of school until October 15th, the Contractor is authorized to adjust the structure of the routes without prior authorization of the School District; but is required to inform the School District Transportation Department in writing within five (5) business days of what structural changes have been made. However, the Contractor is not authorized to add, change, or eliminate any bus stops without the prior written approval of the School District. The route structural changes are subject to the approval of the School District. Once the routes are firmly established for the school year, but not later than October 15th, the Contractor shall not deviate from the design designated routes except by prior written consent of the School District or in the case of an emergency, which shall be reported promptly thereafter to the School District. Routes may be modified at the sole discretion of the School District, and they shall be subject to the needs of the School District and the provisions of the rules of the State Department of Education as well as the policies and administrative regulations of the Lakewood Township School District.
4. The School District reserves the right to revise or make modifications of any and all routes subject to the needs of the School District, the provisions of the rules of the State Department of Education, and the policies and procedures of the Lakewood Township Board of Education. 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 miles of the total base service mileage as of the date of the original route or the renewed route for subsequent years, as specified in the routes attached, shall be deemed an ordinary part of the contract. A monthly adjustment will be made for mileage in excess of 5 miles. Said adjustment will result in either a credit to the School District when mileage is decreased by five miles or more, or as added compensation to the Contractor when mileage is increased by five miles or more.

The School District reserves the right to ask for a copy of the Contractor's records to validate the additional mileage claimed and also reserves the right to validate the mileage on its own. In the event of a discrepancy

between the Contractor's claim of mileage and the School District review of mileage, the School District review shall prevail.

5. Within five (5) business days prior to the first day of service under the contract each regular driver will make at least one (1) trial morning and one (1) trial afternoon run (also known as "dry runs") at the times in which the routes will be operating, and these trial runs are to include all stops assigned on the route. The Contractor will identify any routes where there is a projected indication of an inability to perform regularly scheduled routes in a safe and timely manner. The Contractor will advise the Transportation Department of the School District in writing within five (5) business days of any problems along with any suggestions for improvement.

Failure to provide the School District with information on any problems regarding the structure of the route(s) will result in the District assuming the route is operating as it was initially designed; and therefore, any unreported changes by the Contractor will be considered a violation of the contract. For bus drivers permanently assigned to routes after the start of school, within five (5) business days prior to their operation of the route, they will make at least one (1) trial morning and one (1) trial afternoon run at the times the route(s) will be operating (again, also known as "dry runs").

6. Vehicles shall arrive between ten (10) and five (5) minutes before the scheduled school start time. In the afternoon they shall be at their designated parking areas no later than ten (10) minutes prior to the scheduled dismissal of school unless the School District shall determine otherwise.
7. Once the vehicle arrives at the school, the bus driver shall remain within their vehicle.

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 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

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.

STATEMENT OF OWNERSHIP DISCLOSURE

1. 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 10% or greater interest therein, as the case may be. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partner's 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, has been listed.

BUSINESS REGISTRATION

1. 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. 2004, c 57 of the State of New Jersey.

DRUG AND ALCOHOL TESTING

1. 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.

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 required documents to the county superintendent of schools on or before August 31 or upon employment for newly hired drivers.

DRIVER AND AIDE TRAINING

1. The contractor shall ensure compliance with the requirements of *N.J.S.A.* 18A:39-19.2 and 3 governing the training of school bus drivers and aides, and shall annually submit required documents to the county superintendent of schools on or before August 31 or upon employment for newly hired drivers and/or aides.

TUBERCULOSIS TESTING

1. 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-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.

**THE FOLLOWING DOCUMENTS MUST BE SUBMITTED IN
ORDER FOR YOUR BID TO BE CONSIDERED:**

**Chapter 271 – Political Contribution Disclosure Form
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
Coordinated Transportation Services Agency Membership -
Form (CTSA only)
Affirmative Action Documentation or Questionnaire
Non-Collusion Affidavit
Bid Sheet
Statement of Ownership Disclosure**

Lakewood Board of Education

Additional Specifications

LAKEWOOD TOWNSHIP BOARD OF EDUCATION ADDENDUM #1

TO TRANSPORTATION CONTRACTS FOR PUBLIC/NON-PUBLIC IN-DISTRICT AND OUT-OF-DISTRICT STUDENTS AND IN-DISTRICT AND OUT-OF-DISTRICT SPECIAL EDUCATION STUDENTS

This addendum applies to the extension of all transportation contracts between the Lakewood Township Board of Education and school bus Contractors for the period specified in the attached bid specifications for contract renewal. This addendum has been part of previous bids or renewals and will be subject to the approval of the Ocean County Executive Superintendent.

GENERAL PROVISIONS

1. All terms and conditions of the previous transportation contracts between the Lakewood Township School District and school bus Contractor shall remain in force and subject to the original bid terms and this addendum. If any original language is found to be redundant or contradictory to the language contained in this version, the language in this addendum will supersede the original language.
2. The transportation contract between the Lakewood Township School District and the school bus Contractor may be increased by the amount approved by the board, not to exceed the New Jersey Department of Education consumer price index percentage as approved by the Commissioner of Education.
3. The Lakewood Township Board of Education reserves the right to waive whatever rights it deems appropriate as they relate to this addendum, if it determines the waiver to be in the best interest of the School District.

NON-PERFORMANCE/DAMAGES

The School District has included non-performance/damages in the event that financial remedies are needed to ensure a high-quality transportation service. It is not that School District's intention, nor desire, to utilize this

option unless it is deemed necessary by the actions of the Contractor. The School District envisions a cooperative and harmonious relationship with the Contractor that is based upon mutual trust, and understanding of the responsibilities of both parties, and conforms to the requirements of the contract and all addendums.

Prior to the implementation of any penalty, the Transportation Supervisor will attempt to contact the Contractor or his/her representative to determine if there are any mitigating circumstances that have caused the service issue that might lead to the issuance of a penalty. After reviewing the circumstances surrounding the non-performance, the Transportation Supervisor will make a decision within five (5) business days of the occurrence and implement the penalty if appropriate.

If the Contractor disagrees with the determination of the Transportation Supervisor, the Contractor has the right to appeal the Transportation Supervisor's decision within five (5) business days to the School Business Administrator or his/her representative who will make the determination within five (5) business days. If the Contractor disagrees with the determination of the School Business Administrator or his/her representative, the Contractor has the right to appeal the decision within five (5) business days to the Superintendent of Schools. The Superintendent of Schools will make a determination within thirty-five (35) business days and such decision will be final.

If at any point in the appeals process a decision is made in favor of the Contractor, the Contractor shall be reimbursed for any verifiable financial loss he/she incurred specifically related to the appeal.

In view of the difficulty the School District will suffer by reason of the defaults on the part of the Contractor, the following sums shall be deemed damages for breach of the contract.

1. If the Contractor does not have sufficient number of spare vehicles to replace a vehicle in service to the School District that is undergoing maintenance, inspection, or is out of service for any reason, the School District shall deduct from the monthly payments the pro-rata cost of the vehicle(s) for that day contracted through other sources to meet the deficit plus an additional \$50.00 per bus.

2. In the event the Contractor does not have the required operational video/GPS systems on any bus used to service this contract, the Contractor shall be liable for penalty of \$50.00 per day/per bus where such devices were absent or not working on the first offense for any vehicle in their fleet. For a second offense for this or any other bus in the subject Contractor's fleet, a fine will be assessed at \$300.00 per bus/per incident in violation of the specifications. Third and subsequent offenses committed by this bus or any of the bus in the subject Contractor's fleet will be assessed at \$500.00 per bus/per incident. These systems are deemed to be very important and the board absolutely requires them to be operating as expected.
3. This contract envisions a quality, responsive, transportation program that minimizes the School District's involvement in the day-to-day operation of the program. Should operating problems occur that require the involvement of the School District; the School District reserves right to officially put the Contractor on notice that such problems may be subject to fines for service failure(s). Should similar operating problems recur within thirty (30) days, the School District reserves the right to deduct \$200.00 or the per diem rate (whichever is greater) for each poor-performing route from the monthly payment for each such occurrence. If the problem continues beyond thirty (30) days, the School District reserves right to deduct \$300.00 or the per diem rate (whichever is greater) from the monthly payment for each occurrence.
4. If at any time the Contractor uses a driver in the performance of this contract, who does not meet the requirements of State of New Jersey, including, but not limited to, appropriate licensure and/or training, the Contractor is liable for deductions of \$300.00 per day/per unqualified driver. This fine(s) will be assessed for each day the deficient driver(s) performed driving services on behalf of the Lakewood Township Board of Education.
5. The School District considers the retention in service to the School District of the driver, aide, or vehicle for more than 24 hours after the School District has instructed the Contractor, in writing, that the

driver, aide, or vehicle is to be removed from service, as a serious breach of contract. If this flagrant contract violation should continue to occur, the School District will withhold payment for the route(s) driven by the driver, or on which the aide serves, or where the vehicle is continued to be used plus \$100.00 for each day that the subject driver, aide, or vehicle remains in service to the School District.

6. A reliable transportation system is important to meet the educational requirements of the students in School District. To this end, students must be brought to school in the morning in a timely and consistent manner, and students must be picked up at school in the afternoon in a timely manner. If a bus arrives later than five (5) minutes before scheduled school start time or is not in its designated area at least ten (10) minutes before the scheduled school end time for more than ten (10) days in the school year in the morning and/or afternoon, the School District reserves the right to deduct \$50 or the per diem rate (whichever is greater) per bus for each late arrival at school from the monthly billing retroactive to the first lateness. Should situations beyond the control of the Contractor cause the late arrival (i.e. weather, traffic, etc.) the penalty may be waived at the Board's discretion.
7. Drivers are required to traverse their routes at least five (5) days before they begin the regular operation of the routes with students on board. The purpose of this requirement is to insure that drivers are familiar with the routes, including the location of bus stops and the school drop-off and pick-up locations, thereby ensuring the driver is able to operate the routes in a timely manner. Failure to be knowledgeable of the routes (including the location of bus stops and the school) shall result in a deduction of \$100 or the per diem rate (whichever is greater) per bus for each route for each day the bus driver is unable to operate them properly and timely as a result of not performing this preliminary practice exercise (also referred to as "dry-runs"). If substitute drivers are assigned to operate a specific route for five (5) or more consecutive school days, the substitute driver will be considered a permanent driver for the purpose of this requirement.

8. In the event of a strike or other occurrence causes an interruption of services for more than 24 hours, the School District shall have the right to secure such other transportation as may be necessary and charge the cost of this other transportation to the account of the Contractor. There will be no payment to the Contractor for days no service is provided, and the Contractor is responsible for the financial liability this interruption inflicts upon the School District.

The Contractor will be liable for any incremental costs, administrative costs, and reasonable attorney fees that the School District may incur in seeking another Contractor and having the other Contractors operate its routes for the interrupted period of service. In addition, the School District retains the right to cancel the contract of these interrupted routes in order to secure another school bus operator. In this event, the Contractor shall also be responsible for any incremental costs (including reasonable attorney fees and administrative costs) to operate the School District's transportation program for the remainder of the school year.

9. Failure of the Contractor to immediately report an accident involving a bus in service to the School District or an injury involving a student on a bus in service to the School District; not submitting all accident reports within reasonable time (including the Contractor's internal forms); interfering, or not allowing the School District to participate in the Contractor's internal investigation, or preventing the School District from conducting its own accident investigation will result in a penalty of \$300.00 per accident per day the investigation is delayed from moving forward.
10. The Contractor is to provide the School District with any parental complaints, concerns, or information requests they receive. Parents are the direct public "consumers" whose children are served by the School District. Failure to respond appropriately within a five (5) business days of receiving a complaint or concern will result in a penalty of \$50.00 per day beginning from the sixth (6th) day onward for a maximum of \$300.00. Ignoring parent complaints will not be tolerated.

11. If at any time the Contractor fails to provide sufficient personnel (i.e. supervisors, drivers, aides) or sufficient number of vehicles as required by the contract, the School District shall deduct from its monthly payment \$300.00 per day/per vehicle or per day/per person for each occurrence said personnel or vehicles are not supplied, plus there will be no payment for services that were not provided.
12. Given the legal and professional mandates the School District has to be responsible for its transportation program, it is very important that the School District has full information on the drivers, aides, and vehicles used by the Contractor. In the event the Contractor fails to provide the information within the time stipulated in the specifications, the Contractor shall be liable for penalty of \$300.00 per day for each driver, aide, and/or vehicle that the requested/required information is withheld.
13. As noted in the specifications, the Contractor and/or drivers are prohibited from changing any route(s) or bus stop(s) without prior School District approval. If such unauthorized changes are made, the School District reserves right to withhold payment for any route(s) that are modified in an unauthorized fashion. Quick remediation by the contractor may result in the Board waiving this fine.
14. At the board's discretion, it may choose to keep contract in force, but impose a daily penalty in the amount equal to the per diem payment (or \$300.00 per day, whichever is greater) for the subject route for each day of noncompliance. Noncompliance includes, but is not limited to, arriving outside the specified window (early or late), no route ID Card for current route, multiple route IDs displayed, no two-way radio, no GPS system, no video recording system, etc.
15. If the Contractor fails to provide **timely transportation** pursuant to the scheduled routes and times set forth herein, the Contractor shall pay to the Board of Education the sum of \$300.00 per day as liquidated damages, not as a penalty, for each school day the Contractor fails to provide timely transportation pursuant to the scheduled routes and times set forth in the parties' agreement. If circumstances beyond the contractor's control are causing the service issue, the Board may waive this fine on a "case by case" basis.

It is especially understood by the Contractor that the School District, by not exercising its rights, or by waiving any of the provisions of this contract, or by exercising the provisions of this contract in a particular way, shall not be deemed to have waived any of its rights or the contract requirements.

DISPATCHER

A full-time dispatcher must also be located at the site to ensure that drivers are personally visually engaged by the dispatcher each morning and afternoon prior to starting their scheduled runs.

LICENSES

The Contractor and its employees shall acquire and maintain valid permits and licenses required by law. All costs and fees for such licenses shall be the sole responsibility of Contractor and/or the drivers under its employ.

SPECIAL EDUCATION STUDENTS

Drivers and aides assigned to transport special-education pupils on dedicated special education buses or vans shall be given special training concerning the techniques of transporting such children. Such training must be acceptable to the School District. The Contractor is also required to place aides on dedicated buses or vans transporting special education students and on other vehicles designated by the Lakewood Township Board of Education.

Drivers and aides who are not regularly assigned to dedicated special education routes and who are transporting special education students to athletic and field trips must also possess the special training in techniques of transporting such children.

Contractor, his supervisory personnel, office staff members, drivers, and aides must treat student information obtained through the School District with strict confidentiality and such information shall not be disclosed to any other person.

Knowing that children with special needs require patience and flexibility greater than that of regular transportation routes, suitability for assignment to the Special Transportation routes is a key consideration. The contractor

should take special care in assigning people who will best serve these special children. The board of education may require reassignment when necessary.

PUPIL SUPERVISION

Lakewood Township Board of Education delegates to the Contractor the necessary authority to supervise students and maintain order on buses and vans in accordance with the Lakewood Township School District rules.

While buses are in service to the School District, there shall be no smoking on the bus at any time. Additionally, eating food on the bus and playing music radios are also not permitted unless special, specific permission is given by the school's Principal and no safety issues arise.

SCHOOL CANCELLATION, DELAYED START OF

SCHOOL, AND EMERGENCY PROVISIONS

1. The Superintendent, or his/her designee, shall have the sole responsibility of altering, delaying or canceling the service during inclement weather or for any other reason. The Contractor agrees to abide by the decision of the Superintendent, or his/her designee, and operate on the assigned schedules and routes. Any obligations the Contractor may have to other School Districts must not interfere with any schedule being used by the Lakewood Township Board of Education on any given day, inclusive of inclement weather emergencies. The School District expects the Contractor to be "on time" regardless of the schedule the School District is required to use on any given day. Per Diem fines will be applied to any route that is reported late on these alternate scheduled days. Contractors are expected to be prudent with the sharing of their services between districts. Should they choose to share their buses between different school districts, they must allow for sufficient contingency plans to fully and timely fully meet their obligations to the Lakewood Township Board of Education on these alternate scheduled days.
2. The Contractor shall also be responsible for providing regularly scheduled buses every day school is in session, including when schools are closed early on any school day due to inclement weather

conditions or other emergencies declared by the Superintendent or his/her designee. It is understood that time is of the essence in providing such buses, and that such buses will be provided as soon as possible. Again, the Contractor knows bad weather days are inevitable and they should have appropriate planning in place to assure on time continuity of services everyday school is in session.

3. The Contractor understands that the nature of the Lakewood Township Board of Education's state-mandate to provide school buses to nonpublic schools based on their approved schedule will sometimes require that the Contractor's drivers assigned to those non-public schools will be required to work on holidays. Please keep this in mind when bidding and staffing.

RIGHT OF THE BOARD TO REVIEW THE OPERATIONS OF THE CONTRACTOR

1. The Board reserves the right at any time and at their discretion, to review the operations of any contractor servicing Board routes. This will be done as many times as necessary to ensure the safety and timeliness of the Districts' children that are transported. At the very least, it will be done once a year for each contractor's Bus Operations site.
2. Furthermore, the buses of any contractor may be boarded by a supervisor from the board to review any concerns for the safety of the children. The district's transportation supervisor may, at their discretion, choose to ride along on the route to review concerns with any part of the service being provided.
3. The maintenance and inspection records of any bus, along with the training/credential files of any driver servicing the Board may be immediately reviewed at any time, either in the Board's offices or on the Contractor's premises.
4. Penalties for noncompliance on any route by a deficient bus, driver or operational service will be imposed and the daily amount equal to the per diem rate or \$300.00 per day (whichever is greater) for each affected route shall be forfeited. Severe deficiencies that could compromise the safe transport of the children may warrant a complete "breach of contract" for the subject contractor for all of their contracted

routes and subsequent bond relief to the full extent allowed by the terms of the bid and state law. Disqualification procedures may follow.

5. The Contractor must provide emergency contact information that will allow communication with someone in authority within the contractor's supervisory structure at any time students are on the contractor's bus that is servicing a Lakewood Board of Education route or trip. Failure to have a supervisor answer a Board's call for help when students are on board any of the Contractor's buses or reported missing will be deemed a serious service failure and subject the contractor to a fine of \$300 per "no answer" incident. Documented repeated "no answer" incidents may be considered a breach of contract and subject the contractor to a disqualification hearing before the County Superintendent.

ADDENDUM #2

LAKEWOOD TOWNSHIP BOARD OF EDUCATION

School Bus Driver and Bus Aide Code of Conduct

1. Every school bus driver shall thoroughly familiar with all state, local and School District rules and regulations pertaining to the operation of the school bus in his/her charge. Any driver found guilty of a moving violation of four points or less will be placed on probation for three years (same length of time the points stay active). During this three-year probation, if the employee has any new violation of four points or less, they will be issued a two-week suspension, effective immediately from the time of pleading or being found guilty. Any violation of 5 points or more will require an immediate letter of notification being sent to the Lakewood Township Board of Education's Transportation Department for review by the Board of Education's Transportation Committee. The committee will determine the appropriate response which could include immediate suspension or termination. Any driver who has 5 or more active points on their license (cumulatively) will also require immediate notification to the Lakewood Township Board of Education's Transportation Department for a similar review as previously mentioned. If the Contractor fails to

apply due diligence in their mandated review of their bus drivers' driving records and thereby not provide the Lakewood Township Board of Education with the aforementioned notifications, this will be considered a breach of contract and subject the Contractor to penalties determined by the Lakewood Township Board of Education as appropriate that could include fines, cancellation of the contract and/or disqualification as a qualified bidder as described in New Jersey Administrative Code 6A: 27 et seq.

2. No "HOUSE STOPS" that are not specifically noted on the routing instructions received from the Board of Education will be made without the written direction of the Lakewood Township Board of Education Transportation Department.
3. No school bus driver shall allow a passenger or other unauthorized person to operate the school bus at any time, nor shall any person except the driver be allowed to sit in the driver's seat. No school bus driver shall leave the driver's seat without first setting the brakes, shutting off the motor, placing the bus in park, and removing the ignition key from the lock. The keys shall be kept in the driver's possession at all times.
4. School bus drivers shall have the primary responsibility for the safety of passengers while they are boarding the bus, while they are on the bus, and while they are disembarking the bus and crossing the roadway. If passengers must cross the road, the driver shall take reasonable action to assure that they cross safely. The driver shall take reasonable action to assure that passengers boarding or disembarking from the bus are within his/her view at all times and that they pass in front of the bus and never behind the bus.
5. No school bus driver shall leave the immediate vicinity of his/her bus while there are passengers aboard. In the event of the bus breakdown, assistance shall be sought in accordance with the Lakewood Township Board of Education district policy.
6. School bus drivers shall pick up only the students and persons designated by an authorized School District administrator.

7. No student is permitted to leave the bus at any stop other than his or her regular bus stop, unless specific "WRITTEN" permission is first obtained from the School Administrator or the Lakewood Board of Education Transportation Department.
8. School bus drivers, prior to commencement of any trip or route, shall assure that the windshield and rear window of the bus are clean, as well as, all aisles and emergency exits being clear at all times of any obstructions. Additionally, the driver must review all emergency procedures with the children and teachers (when present) to insure everyone will know what to do during an emergency. **FORMAL STATE-MANDATED DRILLS ARE TO BE PERFORMED TWO TIMES EVERY SCHOOL YEAR.**
9. The driver's personal items shall be stored in appropriate compartments away from student access or contact.
10. School bus drivers shall be certain that all brakes, lights, stop signs, warning signal lamps, and other safety devices are working properly before starting on any trip and shall insure that the bus is equipped with a first aid kit and a fire extinguisher. The New Jersey Motor Vehicle Commission (NJMVC) approved pre-trip checklist should ALWAYS be used whenever driver uses any bus for the first time each day.
11. School bus drivers shall check the latch, safety lock and warning system for emergency doors daily. No bus may be operated with passengers aboard if the emergency exit is not functioning properly.
12. No bus shall be in motion with any of the exit doors open or partly open.
13. School bus drivers shall immediately report to their supervisor, as well as the supervising teacher when out of the local area, any suspected malfunction or needed repair of the school bus in their charge.

14. School bus drivers shall observe all driving regulations set forth in the laws of the State of New Jersey relating to the operation of motor vehicles and school buses at all times. It is the obligation of the bus driver to be familiar with ALL laws and regulations pertaining to the operation of the school bus. Bus companies must perform ongoing training and safety reviews at least once a month at a mandated safety meeting for ALL drivers and bus aides. A copy of the minutes of those meetings must be submitted to the Lakewood Township Transportation Office within 48 hours of the actual meeting date.
15. The speed of the school bus shall not be allowed to exceed the legal truck speed or any other applicable posted speed limit.
16. School buses should try to avoid passing other vehicles on single lane roadways. When it's actually necessary to overtake and pass a slow moving vehicle, school bus drivers shall take reasonable action to assure that no third vehicle is drawing near. There shall be a clearance of at least 800 feet before attempting such a maneuver.
17. All buses shall slow down to 10 miles an hour or less and give the proper signal before making a 90° right or left turn.
18. The speed of the school bus shall not exceed 10 mph when passing another school bus which has stopped to load or unload students when loading or unloading may be done without the use of the stop sign and warning signal lamps (as in a school yard). Extreme alertness and caution should be exercised in these situations.
19. School bus drivers must do a "WALK BACK" check after EVERY route has been completed before leaving the school or last drop-off stop. If there is a Bus Aide on board, the driver must turn around and observe the Bus Aide performing the walk back. If any child is left on board after leaving the drop off school or the last bus stop of the route, both the driver and aide will be held equally culpable.
20. No school bus driver shall ever use cruise control if the vehicle is so equipped. They must always have full control of their vehicle at all times.

21. Backing a school bus is to be avoided whenever possible. When backing up is absolutely necessary, the driver shall have the students onboard while the backup is completed. Backing up should not occur without the assistance and direction of an additional adult, preferably a School District or Contractor employee.
22. School bus driver shall yield the right-of-way to emergency vehicles.
23. All school buses shall stop at all railroad crossings except:
 - a. where traffic is controlled by a police officer or duly authorized flagman;
 - b. where there is an "EXEMPT" sign over the railroad crossing sign.
24. Drivers should give warning to motorists of their intent to stop at a railroad crossing by engaging their 4-way flashers.
25. No bus shall stop on a curve or a hill where visibility is not adequate and may jeopardize the safety of their student passengers.
26. All changes in the direction of the school bus shall be indicated by the use of electrical directional signals on the bus. The right directional signal shall be used to indicate anytime the bus is going to pull off the roadway.
27. The school bus driver MUST use their overhead warning lights as prescribed by NJMVC law for EVERY bus stop when children will be loading or unloading except when specifically waived by NJMVC law. Refer to the NJMVC School Bus Manual for specific rules and regulations. Drivers must exercise extraordinary vigilance at all times and especially when children are attempting to cross the roadway.
28. No school bus shall pull over to the left-hand side of the road to load or unload.

29. The stop sign on the left side of the school bus shall not be used to indicate that the bus is going to stop without actively picking up or discharging students.
30. School bus drivers shall proceed with caution whenever entering or leaving school property.
31. 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. The bus aid must meet the child outside the bus service door and walk behind the child as they enter the bus. The Aide will assist the child with their seat belt and ensure that the child is comfortable and secure prior to the bus moving. At the end of the route, the Aide will walk ahead of the child and assist him/her as they exit the service door. They will always ensure the child is safely "handed-off" to a responsible party.
32. School bus drivers should always have complete control of their buses at all times. Children must be seated and behaving reasonably at all times. Failure of the student to comply with the Lakewood Township School Bus Passenger Code of Conduct shall be reported immediately to the building administrator via a written disciplinary written Disciplinary Write-up that contains all factual information as indicated.
33. Any reference in the "Code of Conduct" document to a bus driver will also apply to a bus aide. Additionally, this "Code of Conduct" will apply to the mechanic or supervisory personnel who may occasionally drive or ride on the school bus when required. Anything not contained in this code of conduct that would be considered necessary for the safe transport of students is considered a part of this document by using good practices and common sense at all times.
34. Finally, both the School Bus Driver and the School Bus Aide must always act in the best interest of their student passengers. To the extent that any action, or lack of action by either the School Bus Driver or the School Bus Aide creates a dangerous, unsafe or inappropriate

condition upon any student passenger, it will be deemed to be contrary to this code of conduct and subject the School Bus Driver or School Bus Aide to possible disciplinary actions as determined necessary by the Board of Education or its designee, that may include reassignment, suspension, termination and/or prosecution by the appropriate government authorities.

BID PROPOSAL FORM

1. The bidder shall submit bids on the Bid Proposal Form contained in these bid specifications. Other bid sheets are not acceptable. All bids are to be written in by typewriter or ink in a legible manner. Any bid price showing any erasure alteration must be initialed by the bidder in ink. Failure to initial any erasure alteration may be cause to disqualify that particular bid price.

The Bid Proposal Form must be duly signed by the authorized representative of the company. Failure to sign the bid proposal form shall be cause to disqualify the entire bid. If the bid proposal form contains more than one sheet, bidders are requested to affix the company name and address on each additional sheet.

The Board of Education will not consider any bid on which there is any alteration to or departure from the bid specifications. Bidders are not to make any changes on the Bid Proposal Form. If bidders do make changes on the bid proposal form it will be cause to disqualify that particular bid.

BID; EQUAL PRICES

1. In the event of a bid received where there are equal prices, the Lakewood Board of Education shall award the contract based upon the lowest bid cost.

NON-CRIMINAL EMPLOYMENT CHECK

1. Bidders must complete and submit with the bid a "Statement of Assurance School Bus Driver Annual Certification to the Executive County Superintendent of Schools regarding non-criminal employment check."

TWO WAY RADIOS

1. Every vehicle provided by the contractor shall have a fully functional two-way radio system capable of communicating with the dispatcher of the contractor.

OMNIBUS TRANSPORTATION EMPLOYEE TESTING ACT

1. All student transportation contractors will be required to certify to the Lakewood Board of Education that they are in compliance with the drug and alcohol requirements of the Omnibus Transportation Employee Testing Act. The certification form must be completed and submitted with the bid.

PRESCRIBED FORM OF QUESTIONNAIRE

1. Bidders must complete and submit with the bid a "Prescribed Form of Questionnaire." Please note again, the Lakewood Board of Education **does not** accept Personal Surety Bonds.

RENEWAL OF CONTRACTS

1. The board of education may, at its discretion, request that a contract be renewed in full accordance with N.J.A.C. 6A:27-9.13. The Public school may negotiate a renewal of contract proposal and present such negotiated proposal to the board of education.
2. The board of education has the final authority in awarding renewals of contracts.

CHILD ALERT SYSTEMS

1. The Lakewood Board of Education requires that all transportation vehicles be equipped with an electronic Child Alert System.

DIGITAL VIDEO/AUDIO RECORDING DEVICE

1. The Lakewood Board of Education requires **that all transportation vehicles** be equipped with a digital video/audio recording device.

GLOBAL POSITIONING TRACKING DEVICE

1. The Lakewood Board of Education requires **that all transportation vehicles** be equipped with a Global Positioning Tracking Device. The GPS must be able to monitor bus location, direction, speed, stops and idle time at each stop. It must also be able to provide reports, with any of the above information, when requested.

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

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. 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.

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

Failure to complete, sign and submit the Disclosure of Investment Activities in Iran form with the bid shall be cause for rejection of the bid.

LEGAL NOTICE

The Lakewood Board of Education, solicits School Student Transportation Services bids for the school year **2017-2018**

SCHOOL STUDENT TRANSPORTATION SERVICES

Specifications and all necessary information may be secured upon written request to:

Regina Robinson, Business Administrator/Board Secretary

Lakewood Board of Education

200 Ramsey Avenue

Lakewood, New Jersey 08701

Email: rrobinson@lakewoodpiners.org

732-364-2404 – Ext. 7011

Bids must be sealed, the envelope to bear the name of the bidder and the endorsement:

STUDENT TRANSPORTATION SERVICES

BID NO. 02-1718

Lakewood Board of Education

and delivered to the Board, at the above address on or before **10:00 a.m., prevailing time on Tuesday, July 18, 2017.** The board of education does not accept electronic (e-mail) submissions of bids.

A prescribed Form of Questionnaire must accompany each school transportation bid.

Corporate bidders are required by law (Chapter 33, Laws of 1977 N.J.S.A. 52:25-24.2) to submit a list of names and addresses of all stockholders owning ten percent (10%) or more of their stock.

Bidders must also complete a "Statement of Assurance Regarding Non-Criminal Employment Check."

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

A Non-Collusion Affidavit must also be submitted with the bid.

Each bid shall be accompanied by a bid bond, cashiers or certified check for five percent (5%) of the amount of the annual contract cost, but in no case may it exceed \$50,000.00.

All bidders shall submit with their bid package a copy of their Business Registration Certificate as issued by the Department of Treasury of the State of New Jersey (N.J.S.A. 52:32-44)

Failure to comply with these specifications and to complete and submit all required forms may be cause to reject the bid.

All bids must be submitted on a Bid Form which will be furnished upon application at the Business Office of the Lakewood Board of Education, and bids not submitted on such form may be rejected.

By order of the Lakewood Board of Education

Ms. Regina Robinson/BA

ETHICS IN PURCHASING

Statement to Vendors

Board of Education Responsibility

Recommendation of Purchases

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

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

Solicitation/Receipt of Gifts – Prohibited

School officials and employees are prohibited from soliciting and receiving funds, gifts, materials, goods, services, favors, and any other items of value from vendors doing business with the Board of Education or anyone proposing to do business with the Board.

Vendor Responsibility

Offer of Gifts, Gratuities -- Prohibited

Any vendor doing business or proposing to do business with the Board of Education, shall neither pay, offer to pay, either directly or indirectly, any fee, commission, or compensation, nor offer any gift, gratuity, or other thing of value

of any kind to any official or employee of the Board or to any member of the official's or employee's immediate family.

Vendor Influence -- Prohibited

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

Vendor Certification

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

LAKESWOOD BOARD OF EDUCATION

ADVISORY INFORMATION FOR BIDDERS

1. PROMPTNESS OF BID SUBMITTAL

It is the responsibility of the bidder to ensure that their bid is presented in a sealed envelope to the Office of the School Business Administrator, prior to the advertised bid date and time. The advertised bid date and time for this bid is on **Tuesday, July 18 @ 10:00 a.m.** No bids shall be received after the time designated in the bid advertisement. No extensions or exceptions will be made. The Business Office is opened Monday through Friday from 8:00 am – 4:00 pm according to the school calendar and 8:00 am – 3:00 pm during the summer. Access to the Business Office may be delayed because of security clearance. Bidders may also submit bids to the School Business Administrator, 200 Ramsey Ave, Lakewood, New Jersey 08701 prior to the advertised bid opening date and time. Once again, bids will not be received after the time designated in the advertisement.

2. PARKING

Parking in the vicinity of the Board of Education Administration Building is at a premium. ***Allow enough time to locate a parking space.*** Be prepared to park two or three blocks from the Board Offices.

Heavy traffic hours by the Board Offices on school days are from **7:00 a.m. to 8:30 a.m.**, and between **1:40 p.m. and 3:10 p.m.** Be aware of parking signs as you may receive a parking ticket or have your vehicle towed.

3. MAIL

Mail is brought in mailbags to the mailroom in the Administration Headquarters Building approximately **8:30 a.m.** each day. The mail is then sorted by schools and departments. The Business Office routinely receives its mail at approximately **11:30 a.m.**

4. UPS / FED EX / AND OTHER EXPRESS DELIVERY SERVICES

Deliveries of this type usually begin at 9:30 a.m. on. These items are brought to the mailroom by any of the delivery services and then hand delivered to the Business Office by mailroom personnel.

5. HAND DELIVER BIDS – SUGGESTED PRACTICE

Keeping the aforementioned items in mind, the Board suggests that bidders arrange to hand deliver their bid to the Office of the School Business Administrator, before the advertised date and time. Please understand that bids arriving after the advertised bid date and time for any reason, cannot be accepted, opened or considered.

Reminder Checklist

As a courtesy, the Office of the School Business Administrator has prepared this reminder checklist for items pertaining to this bid. The checklist is not considered to be all-inclusive. Bidders are to read and become familiar with all instructions outlined in the bid package.

<u>Item</u>	<u>Yes</u>	<u>No</u>
1. Have you verified your pricing to ensure accuracy?		
2. Have you answered question fully and accurately?		
3. Have you signed all your documents (blue ink)? No facsimile signature.		
4. Have you prepared all documents for submission?		
5. Did you make a copy of the bid package for your records?		
6. Did you submit a Bid Guarantee? Consent of Surety? (Only if required)		
7. Did you correctly address the envelope? (Page 1 Item #2)		
8. Have you allowed ample time for the bid to reach the Business Office?		

**LAKEWOOD BOARD OF EDUCATION
200 RAMSEY AVENUE
LAKEWOOD, NEW JERSEY 08701**

**BID PROPOSAL FORM - SUMMARY
STUDENT TRANSPORTATION
BID SHEET**

Student Transportation Services

BULK BID—If I am awarded the route as identified by the individual routes bid above, a ____% deduction shall be applied to each route and aide cost, **where applicable. For the purpose of this Bid No. 02-1718, there is NO bulk bidding for these routes.**

For the purpose of **Bid No. 02-1718**, Contracts will be awarded on an individual basis.

Bidder's Name (Print or Type)

Company Name

Company Address and Telephone Number

Bidder's Signature

Date

To be completed and signed below

Return With Bid

AFFIRMATIVE ACTION QUESTIONNAIRE

Bid No. 02-1718

Bid Date: Tuesday, July 18, 2017

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

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

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

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

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

www.state.nj.us/treasury/contract_compliance

- Click on "Employee Information Report"
- Complete and submit the form with the appropriate payment to:

Department of Treasury
Division of Purchase and Property, Contract Compliance Unit
P.O. Box 206
Trenton, NJ 08625

All fees for this application are to be paid directly to the State of New Jersey. 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.

Name: _____

Signature _____

Title _____ Date _____

Name of
Company _____

Address _____

City, State, Zip _____

To be completed and signed below

Return With Bid

BID GUARANTEE WORK SHEET

(Bidder's Guarantee)

Bid No. 02-1718

Bid Date: Tuesday, July 18, 2017

TO THE BIDDER:

Please fill in the total dollar amount of contracts bid

\$ _____

Total Dollar Amount of Bid Bond, Cashier's Check or Certified Check Enclosed

\$ _____ (should be 5% of the amount in the line immediately above and must not exceed \$50,000.00)

Name of Company: _____

Authorized Agent: _____

Please Print

Authorized Signature: _____

To be attached below

Return With Bid

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Bid No. 02-1718

Bid Date: Tuesday, July 18, 2017

NEW JERSEY BUSINESS CERTIFICATE
Here (Affix or Insert)

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

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

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

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

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

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity

- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

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

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

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

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

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

¹ N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.l) for the purpose of receiving contributions and making expenditures.

**Lakewood Board of Education
Chapter 271
POLITICAL CONTRIBUTION DISCLOSURE FORM
(Contracts that Exceed \$17,500.00)
Ref. N.J.S.A. 52:34-25**

Bid No. 02-1718

Bid Date: Tuesday, July 18, 2017

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

Reportable Contributions

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

The Business Entity may attach additional pages if needed.

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

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

Certification

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

Name of Authorized Agent _____

Signature _____ Title _____

Business Entity _____

P.L. 2005, c.271

(Unofficial version, Assembly Committee Substitute to A-3013, First Reprint*)

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

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

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

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

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

52:34-25 2. a. Not later than 10 days prior to entering into any contract having an anticipated value in excess of \$17,500, except for a contract that is required by law to be

publicly advertised for bids, a State agency, county, municipality, independent authority, Board of Education, or fire district shall require any business entity bidding thereon or negotiating therefore, to submit along with its bid or price quote, a list of political contributions as set forth in this subsection that are reportable by the recipient pursuant to the provisions of P.L.1973, c.83 (C.19:44A-1 et seq.) and that were made by the business entity during the preceding 12 month period, along with the date and amount of each contribution and the name of the recipient of each contribution. A business entity contracting with a State agency shall disclose contributions to any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or any continuing political committee. A business entity contracting with a county, municipality, independent authority, other than an independent authority that is a State agency, Board of Education, or fire district shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, an elective office of that public entity, of that county in which that public entity is located, of another public entity within that county, or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county, or any continuing political committee.

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

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

c. As used in this section:

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

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

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

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

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

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

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

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

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

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

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

As used in this section:

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

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

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

4. This act shall take effect immediately.

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

To be completed and attached below

Return With Bid

Bid No. 02-1718

Bid Date: Tuesday, July 18, 2017

**CERTIFICATE (CONSENT) OF SURETY
Here (Affix or Insert)**

Please note: if the Certificate (Consent) of Surety is part of the Bid Bond Guarantee Package, then you do not have to separate the Surety from the Bid Bond. If the Surety is a separate document, then affix or insert here.

To be completed and signed below

Return With Bid

Contractor/Vendor Questionnaire/Certification

Bid No. 02-1718

Bid Date: Tuesday, July 18, 2017

Name of Company _____

Street Address _____ PO Box _____

City, State, Zip _____

Business Phone Number (____) _____ Ext. _____

Emergency Phone Number (____) _____

FAX No. (____) _____ E-Mail _____

References – Work previously done for School Systems in New Jersey

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

Direct/Indirect Interests

I declare and certify that no member of the Lakewood Board of Education, nor any officer or employee or person whose salary is payable in whole or in part by said Board of Education or their immediate family members are directly or indirectly interested in this bid or in the supplies, materials, equipment, work or services to which it relates, or in any portion of profits thereof. If a situation so exists where a Board member, employee, officer of the board has an interest in the bid, etc., then please attach a letter of explanation to this document, duly signed by the president of the firm or company. I certify that I am not an official or employee of the Lakewood Board of Education.

Gifts; Gratuities; Compensation

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

Vendor Contributions: I declare and certify that I fully understand N.J.A.C. 6A:23A-6.3(a) (1-4) concerning vendor contributions to school board members. I further certify that I understand that it is a crime in the second degree in New Jersey to knowingly make a material representation that is false in connection with the negotiation, award or performance of a government contract.

Signature _____ **Title** _____

To be completed and signed below

Return With Bid

Coordinated Transportation Services Agency Membership Form

(To accompany the bid – CTSA only)

Bid No. 02-1718

Bid Date: Tuesday, July 18, 2017

BOARD OF EDUCATION

CHIEF SCHOOL ADMINISTRATOR

Agency Name

Address

Authorized Representative Name and Title

(Print or Type)

Authorized Signature_____

To be completed and signed below

Return With Bid

Lakewood Board of Education

**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

Description of Activities

Duration of Engagement

Anticipated Cessation Date

Bidder/Offeror Contact Name

Contact Phone Number

ADD AN ADDITIONAL ACTIVITIES ENTRY

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:

To be completed and signed below

Return With Bid

**EVIDENCE OF THE ABILITY TO OBTAIN THE
REQUIRED AUTOMOBILE INSURANCE COVERAGE
(N.J.A.C. 6A:27-9.3 (e-8))**

Bid No. 02-1718

Bid Date: Tuesday, July 18, 2017

I certify, in accordance with N.J.A.C. 6A:27-9.3 (e-8) that

_____ is able to obtain the automobile liability insurance coverage as
(Company Name)
required by these bid specifications.

Name of Company _____

Authorized Agent _____

Please Print

Authorized Signature _____

To be completed and signed below

Return With Bid

NON-COLLUSION AFFIDAVIT

Student Transportation

Bid No. 02-1718

Bid Date: Tuesday, July 18, 2017

STATE OF NEW JERSEY, COUNTY OF _____

I, _____ of the City, Town, Borough of _____

in the County of _____ and the State of _____ of
full age,

being duly sworn according to law on my oath depose and say that:

I am _____ of the firm 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, or otherwise taken
any action in restraint of free, competitive bidding in connection with the above named
bid, and that all statements contained in said Proposal and 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 bid.

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

Print name of Contractor

Authorized Representative - Name and Title

Authorized Signature

Subscribed and sworn to: _____

(Signature of Contractor)

before me this _____ day of _____, _____.

NOTARY PUBLIC SIGNATURE

Print name of Notary Public

My commission expires _____
(Month) (Day) (Year)

Seal

To be completed and signed below

Return With Bid

STATEMENT OF ASSURANCE

OMNIBUS TRANSPORTATION EMPLOYEE TESTING

ACT COMPLIANCE

Bid No. 02-1718

Bid Date: Tuesday, July 18, 2017

Please note:

This form is to be completed and returned with the bid by all companies submitting bids for student transportation routes.

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 Signature _____ ***Date*** _____

Authorized Agent _____ Title _____

Name of Company _____

Address _____

City, State, Zip Code _____

To be completed and signed below

Return With Bid

PRESCRIBED FORM OF QUESTIONNAIRE

CORPORATE SURETY BOND

Bid No. 02-1718

Bid Date: Tuesday, July 18, 2017

Name of Contractor _____

Address _____

City, State, Zip _____

FAMILIARITY WITH CONDITIONS OF CONTRACT:

Have you read carefully the applicable New Jersey Statutes, regulations, procedures, rules of the Lakewood Board of Education pertaining to student transportation, 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? _____ years

3. Briefly state the nature of this experience. _____

Contractor's Name _____

Address _____

City, State, Zip _____

Authorized Bidder

Title

Authorized Signature

Date

To be completed and signed below

Return With Bid

(NON CRIMINAL EMPLOYMENT CHECK)

STATEMENT OF ASSURANCE

SCHOOL BUS DRIVER ANNUAL CERTIFICATION

TO THE

EXECUTIVE SUPERINTENDENT OF SCHOOLS

Bid No. 02-1718

Bid Date: Tuesday, July 18, 2017

Name of Contractor _____

Address _____

City, State, Zip _____

I certify that the name, address and fingerprints of each driver or substitute driver assigned to operate any vehicle under contract with all New Jersey School Districts to transport pupils have been filed. I also certify that all required fees to process the non-criminal check with the State Bureau of Investigation and Federal Bureau of Investigation have been paid.

I further certify that the entire procedure shown above will be followed by any employees who will operate any vehicle for transportation of pupils of all School Districts.

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 School 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 is completed and submitted to the New Jersey Department of Education Criminal History Review Unit.

Date

Signature of Owner or President of the Firm

Subscribed and sworn before me

this _____ day of _____

Month

Year

NOTARY PUBLIC SIGNATURE

Print name of Notary Public

My commission expires _____ Seal -
(Month) (Day) (Year)

To be completed and signed below

Return With Bid

STOCKHOLDERS' DISCLOSURE STATEMENT

Bid No. 02-1718

Bid Date: Tuesday, July 18, 2017

ALL CORPORATE OR PARTNERSHIP BIDDERS SHALL COMPLETE THIS FORM WHICH IS

IN ACCORDANCE WITH P.L. 1977 CH. 33 (N.J.S.A. 52:25-24.2)

List of shareholders or partners with 10% or more of the stock or interest in said corporation or partnership (all corporate partners or shareholders owning 10% or more of the stock must disclose their shareholders as above provided.)

Total interest percentage cannot equal more than 100%. (Example: John Doe 50%; Jane Doe 30%; Pete Doe 20% - Total percentage equals 100%)

Shareholder or Partner	% Interest	Address
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

() No stockholder or partner of the corporation or partnership hold 10% or more ownership.

() Bidder is not a corporation or partnership.

I hereby certify that the information given above is true and correct as of

Name of Company _____

Address _____

City, State, Zip _____

(Name and Title of Representative)

Signature of Authorized Representative

If there are any questions concerning this form or its completion, refer to Statute N.J.S.A. 52:25-24.2

Lakewood Board of Education
STUDENT TRANSPORTATION SERVICES

Bid No. 02-1718 Bid Date: Tuesday, July 18, 2017

Confirmation of Meeting Specifications—Check Mark

Contractors are to put a check mark in the blank space next to the items required in this bid. By applying the check mark, the contractor has confirmed the vehicles and vehicle equipment requested can be supplied by the contractor.

_____ Vehicles—Type C or D with S1 Plates—National School Bus Glossy Yellow

Where specified in the route description, Contractors shall submit a bid on a Type C or Type D school bus vehicle with S1 license plates. The buses shall be painted National School Bus Glossy Yellow with up to 52 passenger seating, not including the bus driver.

_____ Vehicle—Type B with S1 Plates—National School Bus Glossy Yellow

Where specified in the route descriptions, Contractors shall submit a bid on a Type B school bus vehicle with S1 license plates. The buses shall be painted National School Bus Glossy Yellow from 16-30 passenger seating, not including the bus driver.

_____ Vehicle—Type A with S2 Plates—National School Bus Glossy Yellow

Where specified in the route description, Contractors shall submit a bid on a Type A school bus vehicle with S2 license plates. The buses shall be painted with National School Bus Glossy Yellow with up to 16 passenger seating, not including the bus driver.

_____ Vehicles—Air Conditioned

All vehicles supplied are to be air conditioned.

_____ Electronic Child Alert Systems

All vehicles are to have Electronic Child Alert Checking Systems or equivalent

_____ Global Positioning Systems (GPS)

All vehicles are to be equipped with a Global Positioning System (GPS) as specified

_____ Digital Video Recording System (DVR)

All vehicles are to be equipped with a digital video recording system (DVR)

Again, by applying check marks to each item, the Contractor certifies that the vehicle supplied meets the required specifications of the bid.

Name of Company: _____

Signature: _____

Bus Stop Locations For SJ1 IN 8:00AM OUT 2:20PM ST JOE'S / DONOVAN CATH

Route: SJ1 IN 8:00AM OUT 2:20PM
 Bus:
 Driver:
 Anchor: ST JOE'S GRADUATE

Start Time: 06:52 am
 End Time: 07:50 am
 Total Time: 57:25
 Distance: 23.98 mi.

Total Riders: 31
 Max Load: 31
 Route Days: MTWHF
 Schedule Day: Monday

Driver Sign-On Time:N/A

Driver Sign-Off Time:N/A

Notes:

2017/2018 SCHOOL YEAR
 SCHOOL CALENDARS ATTACHED -
 BOTH SCHOOLS ARE LOCATED AT:
 711 HOOPER AVE, TOMS RIVER, NJ 08753 -
 TIME IN: 7:50 AM TIME OUT: 2:15 PM -
 REQUIRES A 54 PASSENGER BUS -
 RUN ROUTE IN REVERSE IN THE PM -
 ROUTE MUST BE RUN IN THE SAFEST MOST DIRECT PATH UTILIZING ALL OF THE LISTED STOPS -

		Distance	Pick Up	Drop Off
6:52 am	START (1)	1985 LANES MILL RD	1	
6:55 am	STOP (2)	CEDARWOOD DR @ LANES MILL RD [N]	1	
6:57 am	STOP (3)	301 JOE PARKER RD [NE]	2	
7:00 am	STOP (4)	NEW HAMPSHIRE @ PARIS CT [SE]	2	
7:06 am	STOP (5)	ALBERT AVE @ TOWERS ST [N]	1	
7:08 am	STOP (6)	720 NEW HAMPSHIRE AVE [W]	3	
7:12 am	STOP (7)	MIDDLE OF SALVATORE DR [N]	1	
7:13 am	STOP (8)	LOCUST ST @ WOODBINE LN [S]	1	
7:15 am	STOP (9)	DAVIDS CT @ DAVIDS CT [NE]	1	
7:17 am	STOP (10)	LOCUST ST @ CORBIN CT [NE]	1	
7:19 am	STOP (11)	BELGIAN HILL RD @ HANNA DR [NE]	5	
7:21 am	STOP (12)	ISABELLA DR @ SWISS MOUNTAIN DR [NW]	5	
7:25 am	STOP (13)	STARK ST @ PINE ACRE BLVD [NW]	4	
7:33 am	STOP (14)	SHORROCK ST @ CROWN CIR [NW]	3	
7:47 am	END (15)	MONSIGNOR DONOVAN		20
7:50 am	DEST (16)	ST JOE'S GRADUATE		11

Bus Stop Locations For SJ2 IN 8:00AM OUT 2:20PM ST JOE'S / DONOVAN CATH

Route: SJ2 IN 8:00AM OUT 2:20PM
 Bus:
 Driver:
 Anchor: ST JOE'S GRADUATE

Start Time: 06:38 am
 End Time: 07:50 am
 Total Time: 71:54
 Distance: 27.64 mi.

Total Riders: 27
 Max Load: 27
 Route Days: MTWHF
 Schedule Day: Monday

Driver Sign-On Time:N/A

Driver Sign-Off Time:N/A

Notes:

2017/2018 SCHOOL YEAR
 SCHOOL CALENDARS ATTACHED -
 BOTH SCHOOLS ARE LOCATED AT:
 711 HOOPER AVE, TOMS RIVER, NJ 08753 -
 TIME IN: 7:50 AM TIME OUT: 2:15 PM -
 REQUIRES A 54 PASSENGER BUS -
 RUN ROUTE IN REVERSE IN THE PM -
 ROUTE MUST BE RUN IN THE SAFEST MOST DIRECT PATH UTILIZING ALL OF THE LISTED STOPS -

			Distance	Pick Up	Drop Off
6:38 am	START (1)	1732 W COUNTY LINE RD		1	
6:45 am	STOP (2)	E KENNEDY BLVD @ ASTOR DR [NE]		2	
6:47 am	STOP (3)	PRINCETON AVE @ GOVERNORS RD [E]		1	
6:49 am	STOP (4)	PRINCETON AVE @ CAREY ST [NW]		1	
6:51 am	STOP (5)	8TH ST @ CLIFTON AVE W/S [NW]		2	
6:53 am	STOP (6)	2ND ST @ MONMOUTH AVE [SW]		1	
6:56 am	STOP (7)	LAUREL AVE @ CLOVER ST [NW]		1	
7:01 am	STOP (8)	COLUMBUS AVE @ KNOLL RD [E]		1	
7:05 am	STOP (9)	65 DRAKE RD [SW]		1	
7:06 am	STOP (10)	67 NEIMAN RD		1	
7:10 am	STOP (11)	SHERWOOD DR @ RIVER AVE [SW]		1	
7:12 am	STOP (12)	EDWARD DR N/S @ ZACHARY CT [S]		1	
7:13 am	STOP (13)	EDWARD DR N/S @ LYNN CT [S]		2	
7:18 am	STOP (14)	RIVER AVE @ PINE BLVD [NW]		2	
7:21 am	STOP (15)	HEARTHSTONE DR @ CLAIRMONT CT [SE]		1	
7:24 am	STOP (16)	1650 MASSACHUSETTS AVE [W]		2	
7:27 am	STOP (17)	EVERGREEN AVE @ IDALIA AVE [S]		2	
7:30 am	STOP (18)	CECIL CT @ JENNIFER DR [SW]		1	
7:31 am	STOP (19)	168 CHESTNUT ST [S]		1	
7:33 am	STOP (20)	CHESTNUT ST @ LISA ROBYN CIRCLE [NE]		2	
7:47 am	END (21)	MONSIGNOR DONOVAN			20
7:50 am	DEST (22)	ST JOE'S GRADUATE			7

Bus Stop Locations For STV1 STV IN 9:05AM OUT 3:35PM ST. VERONICA K-8 AM/PM

Route: STV1 STV IN 9:05AM OUT 3:35PM
 Bus:
 Driver:
 Anchor: ST VERONICA

Start Time: 08:27 am
 End Time: 09:05 am
 Total Time: 37:06
 Distance: 16.59 mi.

Total Riders: 16
 Max Load: 16
 Route Days: MTWHF
 Schedule Day: Monday

Driver Sign-On Time:N/A

Driver Sign-Off Time:N/A

Notes:

2017/2018 SCHOOL YEAR
 SCHOOL CALENDAR ATTACHED -
 SCHOOL IS LOCATED AT:
 4219 RT 9 NORTH, HOWELL, NJ 07731 -
 TIME IN: 7:50 AM TIME OUT: 2:15 PM -
 REQUIRES A 54 PASSENGER BUS -
 RUN ROUTE IN REVERSE IN THE PM -
 ROUTE MUST BE RUN IN THE SAFEST MOST DIRECT PATH UTILIZING ALL OF THE LISTED STOPS -

			Distance	Pick Up	Drop Off
8:27 am	START (1)	VERMONT AVENUE @ SALVATORE DRIVE		1	
8:28 am	STOP (2)	LOCUST ST @ WOODBINE LN [S]		1	
8:29 am	STOP (3)	LOCUST ST @ CORBIN CT [S]		2	
8:37 am	STOP (4)	ALAMITOS@ALAMITOS [N]		1	
8:43 am	STOP (5)	MICHELLE WAY @ JESSICA CT [S]		1	
8:45 am	STOP (6)	PINEHURST DR@FOUNTAIN DR [SW]		1	
8:48 am	STOP (7)	NEW HAMPSHIRE @ PARIS CT [SE]		1	
8:54 am	STOP (8)	PRINCETON AVE @ COVENTRY DR [NE]		2	
8:55 am	STOP (9)	E KENNEDY BLVD @ MONMOUTH N/S [NE]		2	
8:56 am	STOP (10)	LEXINGTON AVE @ E KENNEDY BLVD [NE]		3	
8:56 am	STOP (11)	E KENNEDY BLVD @ CROSS ROADS MAILBOX NG/127 E		1	
9:05 am	DEST (12)	ST VERONICA			16

LAKEWOOD BOARD OF EDUCATION

BID SHEET

FOR BID #02-1718

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 costs (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 **2017-2018** school year in accordance with your advertisement, specifications and route description.

ROUTE NUMBER	ROUTE COST PER DIEM	AIDE COST (IF APPLICABLE)	INCREASE/DECREASE ADJUSTMENT (MUST HAVE AN ENTRY)
SJ1			
SJ2			
STV1			

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

LAKEWOOD BOE BID #02-1718 – BID SHEET CONTINUED

Note: Contracts will be awarded on an individual route basis to the lowest-cost qualified bidder.

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