UCESC
Building Partnerships for Tomorrow

Union County Educational Services Commission
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Alyssa Hilliard
Transportation Coordinator
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SCHOOL YEAR 2025-2026

TO: Transportation Contractors

FROM: Alyssa Hilliard, Transportation Coordinator

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

To eliminate duplication of effort in meeting requirements for additional documents which must accompany Bids for public contracts, I am requesting Transportation Contractors to complete and return the attached forms to the Union County Educational Services Commission-Transportation Office as soon as possible:

1. **AFFIRMATIVE ACTION** – N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27

   Transportation Contractors are **required** to submit **one** of the following:

   Photocopy of the Letter of Federal Affirmative Action Plan Approval
   Photocopy of your Certificate of Employee Information Report.
   Employee Information Report Form AA302

2. **AFFIRMATIVE ACTION QUESTIONNAIRE**

3. **FORM OF NON-COLLUSION AFFIDAVIT** *

4. **PRESCRIBED FORM OF QUESTIONNAIRE**

5. **STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE**
   COMPLIANCE WITH P.L. 2004, c 57 OF THE STATE OF NEW JERSEY

6. **CRIMINAL HISTORY RECORD CHECK** *

7. **DRUG & ALCOHOL STATEMENT OF ASSURANCE***

8. **STATEMENT OF ASSURANCE OMNIBUS TRANSPORTATION EMPLOYEE TESTING ACT COMPLIANCE**

9. **STATEMENT OF ASSURANCE REGARDING MANTOUX INTRADERMAL TUBERCULIN TESTING** *

10. **STATEMENT OF ASSURANCE SCHOOL BUS DRIVER ANNUAL CERTIFICATION TO THE EXECUTIVE COUNTY SUPERINTENDENT OF SCHOOLS***

11. **STATEMENT OF OWNERSHIP DISCLOSURE**

COMPLIANCE WITH CHAPTER 33, LAWS OF 1977
This form requires the submission of the names and addresses of all stockholders (or partners) owning 10% or more interest in the business venture.
Note: Sole Proprietors should complete the form indicating that the business venture is not a corporation or partnership.

12. **DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

13. **CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS**

14. **STATEMENT OF ASSURANCE REGARDING SCHOOL BUS DRIVER and AIDE TRAINING for INTERACTING WITH STUDENTS WITH SPECIAL NEEDS ***

15. **CERTIFICATE OF INSURANCE WITH CURRENT DATE**

16. **BIDDER CERTIFICATION AND POLITICAL CONTRIBUTION DISCLOSURE FORM**

17. **W-9 FORM**

****PLEASE BE ADVISED THAT THE STANDARD SPECIFICATIONS HAVE CHANGED.**

****ALSO, BE ADVISED THAT PREVIOUS (OLDER) VERSIONS OF THESE DOCUMENTS WILL NOT BE ACCEPTED.**

**** THE FORMS INDICATED BY AN (*) ASTERISK MUST BE NOTARIZED AND SIGNED BY A CHIEF OFFICER OF THE COMPANY.***

ALL OF THE ABOVE FORMS MUST BE COMPLETED AND RETURNED BEFORE BIDS WILL BE ACCEPTED ON BEHALF OF YOUR COMPANY

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MEMORANDUM

TO: Transportation Contractors

FROM: Alyssa Hilliard, Transportation Coordinator

RE: CHANGES TO INSURANCE REQUIREMENTS AND STANDARD SPECIFICATIONS

Please be advised that our insurance requirements have changed.

Please be sure to read the Standard Specifications in detail as they have also changed. GPS and Surveillance Cameras will be required starting with 2025 ESY.

Requirements have changed and penalties have been added. Penalties will be strictly enforced.

Thank you for your cooperation.

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INSURANCE REQUIREMENTS

TO: Transportation Contractors

FROM: Alyssa Hilliard, Transportation Coordinator

RE: **INSURANCE REQUIREMENTS FOR 2025 ESY AND 2025-2026 SCHOOL YEAR**

Please note that our ***minimum*** General Liability, Automobile Insurance and Workers' Compensation insurance requirements are as follows:

A. Comprehensive **General Liability Insurance**
- $1,000,000 – Each Occurrence Combined Single Limit for Bodily Injury and Property Damage;
- $ 5,000 – Medical Expense;
- $1,000,000 – Personal Injury;
- **$5,000,000 – General Aggregate** (this can be achieved either by a single limit of $5,000,000 or a lower underlying limit plus an Umbrella Liability that adds up to a minimum of $5,000,000 total);
- $2,000,000 – Products;
- **$1,000,000 – Sexual Abuse/Molestation**;
- $ 100,000 – Pollution Cleanup
- $ 50,000 – Fire Damage

B. Comprehensive **Automobile Liability Insurance** covering any vehicle used by the insured:
- **$5,000,000 – Combined Single Limit Bodily Injury & Property Damage** (this can be achieved either by a single limit of $5,000,000 or a lower underlying limit plus an Umbrella Liability that adds up to a minimum of $5,000,000 total);
- $1,000,000 – Bodily Injury per person;
- $5,000,000 – Bodily Injury per accident;

C. Workers' Compensation/Employers' Liability

Evidence of adequate Workers' Compensation Insurance, as required by the laws of the State of New Jersey and of the United States, must be available for perusal. The minimum limits are the following, unless a greater amount is required by law:
- **$1,000,000 – Each Accident**
- $1,000,000 – Disease Each Employee
- $1,000,000 – Disease Policy Limit

UCESC shall be named as an additional insured.

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STANDARD SPECIFICATIONS

FOR

UNION COUNTY COORDINATED SPECIAL EDUCATION, VOCATIONAL, PUBLIC and NON-PUBLIC TRANSPORTATION

Effective: 2025-2026

Union County Educational Services Commission
www.ucesc.org

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R 8600A Standard Specifications for
Union County Coordinated Special Education Transportation

A. Route

1. The names and addresses of the students to be transported and the name, location, and the scheduled hours of the school(s) which they attend are appended to these specifications.

2. The specific route stops, and schedules shall be determined by the Board of Directors through its administrator, the Transportation Coordinator, with the assistance of the contractor to whom the award is made.

3. The Board, through its administrator alone reserves the right, with the approval of the County Superintendent, to make reasonable route changes at its discretion.

4. Unless a specific route is herewith attached, the successful bidder shall submit two copies of the proposed routes, stops and schedules within 7 days after the opening of the bids to the Transportation Coordinator for her review and recommendation to the Board of Directors. The direction of the vehicle from the last stop shall be along the safest, most direct route to the destination.

5. Routine additional paperwork (route lists, incident reports, contract addendums, etc.) as required by the Commission must be completed and returned promptly by the contractor.

6. No unauthorized stops or route changes will be made without prior approval of the Transportation Coordinator. Routes must be run as bid.

7. For special education routes, all pick-ups and drop-offs must be on the same side of the street as the students' residence. If the student lives in the opposite direction on a one-way street, then the vehicle shall block the street and use its amber and red lights if so equipped; if an aide is assigned to the route, the student shall be escorted across the street to and from the vehicle.

   Any violation of this section shall be remedied through Section H, #9, as a Safety Violation.

8. Routes must be run in accordance with all New Jersey Transportation laws and Union County Educational Services Commission regulations determined by the Board of Directors through its administrator, the Transportation Coordinator. Repeat offenses may result in termination of contract.

B. Time schedules

1. It is the intent of these specifications to have the students arrive at their respective destination not earlier than fifteen minutes before school begins, nor later than 5 minutes before school convenes.

2. On the return trip (PM) the contractor is expected to begin the return route immediately after the close of the school session.

3. All routes are to be designed, and the time schedules arranged so that no student is required to ride on a vehicle for more than 1 hour. However, in some cases it may be necessary to waive the 1-hour riding limit. Waiving of this requirement is only at the discretion of the Coordinator in consultation with the affected district(s).

C. Equipment

1. Unless otherwise stated herein, the contractor may utilize buses, small vehicles, or both to provide the required transportation. The type and/or capacity of each vehicle to be used will be stipulated on the individual route specification. The type and/or capacity of a vehicle used on a route may not be changed without the prior approval of the Coordinator.

2. Each bidder must answer all questions as set forth in the prescribed Questionnaire. Specifically, each bidder must state the type, make, and legal seating capacity of the vehicles(s) to be used. Furthermore, each and every vehicle used on Commission routes must be clearly identified on the rear as a school vehicle and must carry the transportation company's name on both sides of the vehicle. All lettering will be on the exterior of the vehicle body and not in the windows. Vehicles which are bid must be used.

3. The vehicle(s) is to be used during the scheduled hours solely for the transportation of students and personnel covered under the contract, i.e., the Commission will accept bids only for the exclusive use of the vehicle(s) provided by the contractor to cover the contract. The co-mingling of Commission contract(s) and/or vehicles with other Commission contracts and/or vehicles is strictly prohibited, and contractors found engaging in said practice will be subject to the same penalties outlined in Section H.

4. All equipment must meet the specifications for transportation as set forth in the rules of the State Board of Education, and the additional specifications of the Board of Directors set forth herein, and the contractor must comply with all the laws of the state and all rules of the State Board of Education in reference to Public School Transportation. Specifically, all vehicles used on Commission routes shall not be utilized for student transportation

purposes beyond the end of the twelfth year from the year of manufacture, as noted on the vehicle registration, or at the end of the school year in which that falls, whichever is later and must conform to Standard Federal Specifications. Such buses, when used beyond the tenth year, shall have an annual in-depth inspection.

5. All bidders shall be required to conform with the regulations and requirements of the State Department of Education relative to transportation and all bidders are put on notice that in the event there would be a conflict between the rules and regulations of the State Department of Education and these specifications or in the event there are any requirements of the State Department of Education which are in excess of these specifications, then in the former case the requirements of the State Department of Education will have precedence over these specifications and in the latter case the requirements of the State Department of Education shall be deemed to be additional requirements to those set forth herein whether referred to herein or not.

6. In the case of breakdowns or serious operating problems which require the replacement of a vehicle on a route, any back-up vehicle used must meet the general requirements of these specifications and the specific requirements of the individual route specification. The Coordinator must be notified of replacement vehicle(s) used and if vehicle(s) will be used more than one working day.

7. Any safety belts or other safety equipment which is found to be defective, deficient, or missing will be considered contractual default and will be punished by withholding the per diem cost of the contract for the route for each violation (see Section H, Default Penalty).

8. All maintenance records, inspection records, and any other public information in the contractor's possession which involve the safe operation of a vehicle under contract with the Commission will be made available to the Coordinator for his inspection with proper advance notice. In some cases, the Coordinator may require copies of this information be forwarded to him by the contractor.

9. All vehicles used on Commission routes shall be registered and inspected as per N.J.A.C. 6A:27-7.1 and 13:20-49G et. seq.

10. No vehicles shall be used on Commission routes which have "out of service" inspection sticker.

11. The Contractor shall provide unexpired car seats, unexpired booster seats, anchors and seatbelt extenders as the need arises during the term of the route contract. Any safety belt or other safety equipment which is found to be defective, deficient or missing shall be considered a contractual default and penalties will be assessed as detailed in Section H.

12. UCESC or its designee reserves the right to inspect any vehicle in use and/or to ride along on any vehicle on a contracted route during the term of the contract.

13. The bus driver and/or bus aide are completely responsible for insuring that all students are properly secured in their seat belts, car seats, wheelchairs, or harnesses while riding in the vehicle. Students who refuse to remain seated and properly secured must be promptly reported to the school of attendance and to the bus company and to the Commission.

14. All vehicles shall be equipped with live GPS systems with "real-time" tracking at no additional cost to UCESC or to the school district being serviced. All vehicles (assigned and spares) servicing the routes shall be equipped with GPS tracking systems. The GPS shall be able to monitor bus locations, direction, speed, stops and idle time at each stop. When requested by UCESC, legible and detailed GPS reports shall be provided by the Contractor without delay.

15. All vehicles shall be equipped with Surveillance Cameras, including digital video and audio equipment, at no additional cost to UCESC or to the school destring being serviced. The cameras shall remain "on" to record the entire route, from the first student pickup to the last student pickup, and to record the delivery to the destination, for both AM and PM routes. The video recordings of the entire route shall be saved for at least 10 school days to all for possible future review. The video recordings shall be made available to UCESC immediately upon its request.

D. Supervision

1. During the term of the transportation contract and on the days when school is in session, the successful bidder will be expected to maintain an operational base staffed by a responsible person who can be easily reached by telephone between the hours of 7:00 AM and 5:00 PM.

2. The responsible person will be a competent dispatcher who can expedite phone calls from the Coordinator's Office. Mechanics or other personnel employed by the contractor who only take messages are not acceptable.

E. Personnel

1. Drivers

a. The successful bidder will be expected to employ drivers who are reliable persons of good character and who shall possess all the qualifications set forth for drivers in the Rules and Regulations of the State Board of Education and the regulations of the Commission's Board of Directors, including but not limited to all requirements for

fingerprinting and background checks. All drivers shall possess a Commercial Drivers License, with the proper endorsements.

b. If, in the judgment of the Coordinator, any driver of a vehicle operating under a coordinated contract shall be deemed to be an unsuitable person to drive a school bus because of lack of driving skill, inability to control students, failure to comply with the rules and regulations, incapacity, unbecoming conduct, or other good cause, the Board of Directors, through the office of the Transportation Coordinator, may request the contractor to remove the driver in question. If the contractor shall fail to comply with the request, the Board may require the contractor to show cause why his failure to comply shall not be deemed to constitute a breech of contract and the Board may take necessary steps to annul the transportation contract.

c. It will be the responsibility of the bus contractor to file in the office of the Commission's Transportation Coordinator the name and driver's license number of each driver who will be used on each Commission route. This shall be done within thirty days after the awarding of contracts.

d. Any driver against whom a complaint is filed by any party with the New Jersey Department of Child Protection & Permanency (DCPP) (formerly known as DYFS will be immediately removed from the route in question pending the outcome of the investigation. Depending upon the severity of the charge, the Coordinator may require that the driver be removed from all routes under contract with the Commission pending the outcome of the investigation.

e. All drivers, substitute drivers, bus aides and/or substitute bus aides must clearly understand and speak the English language in order to communicate effectively with parents, students, school staff, emergency personnel (EMS, Police, etc.) for the purpose of safety management.

2. Aides

a. The successful bidder will be expected to employ aides who are reliable persons of good character who can discharge their duties effectively. All requirements for fingerprinting and background checks will be completed by the contractor before an aide or substitute aide is assigned to any Commission route.

b. If, in the judgment of the Coordinator, the aide is unsuitable for a particular route, he will require the contractor to replace the aide immediately. If the contractor shall fail to comply with the request, the Board of Directors may require the contractor to show cause why his failure to comply shall not be deemed to constitute a breach of contract and the Board may take necessary steps to annul the transportation contract.

c. The aide's duties shall include but not be limited to the following:

(1) Assisting students on and off the vehicle, to and from their seats.

(2) Buckling students in seats and ensuring that they remain buckled.

(3) Assigning seats and ensuring students are directed to their specific seat.

(4) The aide will maintain order on the vehicle.

(5) The aide will maintain a vigilant watch over the vehicle and clearly report any incidents which occur on the vehicle in writing to the Coordinator.

d. Since the aide is the contractor's primary contact with parents and students, they should serve as a public relations liaison as well and should be trained in dealing with handicapped students and their parents.

f. The contractor shall supply a back-up aide if the regular aide is unavailable on a particular day. Failure to run a route without the aide or a suitable substitute assigned to it, will be considered contractual default and a penalty shall be assessed under Section H.

g. If requested, the contractor shall supply the Commission with the name of each aide used on Commission routes. The aide and the driver of the vehicle on which the aide serves shall not be related in any way, either biologically or by marriage.

h. Any bus aide against whom a complaint is filed by any party with the New Jersey Department of Child Protection & Permanency (DCPP) (formerly known as DYFS) will be immediately removed from the route in question pending the outcome of the investigation. Depending upon the severity of the charge, the Coordinator may require that the bus aide be removed from all routes under contract with the Commission pending the outcome of the investigation.

3. Training Programs

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

b. The contractor shall administer a safety education program for all permanent and substitute drivers and bus aides.

c. Drivers and aides will be required to participate in scheduled school bus evacuation drills.

d. Drivers and aides are required to complete the Bus Driver and Aide Training for Interacting with Students with Special Needs as per N.J.S.A. 18A:39-19.2 prior to being assigned to any Commission routes.

F. Term of Contract

1. The term of the contract shall commence with the opening of schools in September and shall terminate with the closing of schools in June unless otherwise indicated on the individual route specifications.

2. Any contract is without force or effect until approved by the County Superintendent of Schools.

G. Basis and Award of Contract

1. The route and number of students whose names are appended to these specifications shall constitute the estimated base number for the proposal.

2. The contract to be awarded will contain a specific provision that in the event the number of students to be transported shall increase beyond the estimated base number, there will be no charge for these additional students until the legal capacity of the vehicle(s) to be used is reached; and if the number of students to be transported shall be less than the estimated base number, there will be no deduction in the sums to be paid the successful bidder, except as noted in Section 4. Refusal of the contractor to accept additional students due to tie-ins or other contractual commitments on the vehicle bid, and not noted on the bid form or known by the Coordinator prior to bidding, will be deemed contractual default.

3. Each bidder shall submit a proposal on the form prescribed by these specifications. The bidder shall not later amend or modify the form. The bidder shall state a single sum which shall be the bidder's total per diem rate or charge for the use of the vehicle(s) and the contract. That is to say that all bids will be submitted on a per diem basis unless otherwise noted. Annual bids submitted by a contractor on a route without this notation and which therefore would require a per diem bid may be rejected by the Coordinator at his discretion.

4. The bid shall also stipulate the additional cost per student mile for individual extensions of this route which are in excess of 10% of the student mileage originally established by these specifications. The per student mile (off-route mileage) can be in any amount except "0". If the per student mile section of the bid form is completed with a "0" or left blank, it will be

considered as sufficient grounds for rejection of the bid. Please note that student mile is to be considered synonymous with route mile i.e., the distance the vehicle travels while transporting students. "Deadhead" miles are not to be considered. In the event of emergency student additions which do qualify for extended mileage compensation, the contractor will have ten calendar days from the day the additional transportation started to notify the Commission of the exact mileage extension beyond the original route miles and the requested cost increase. Such notification will be in writing. If the required information is not received within the above time limitation, the contractor will forfeit his right to an increase, subject to the Board's discretion. Similarly, if the Coordinator requests a mileage reading or a date that transportation service was last provided on a route where student deletion(s) may entail a cost reduction or cancellation of same, the contractor has 5 calendar days from the date of the contractor's notification of the deletion to supply the Coordinator with this information. In the absence of this information, after the prescribed time limit, the Coordinator alone will determine mileage or the cancellation date and any necessary reduction in contractual payments.

All addenda for increases must be bonded before being returned to the Commission for approval. Personal surety bonds may be used.

5. On routes which require transportation to more than one school, the successful bidder will be expected to follow the receiving school calendar and daily scheduled hours of each receiving school, including early dismissals as may be scheduled at times by the individual receiving school. The contractor will also be required to provide transportation for any changes in the calendar(s) resulting from inclement weather or other unforeseen circumstances, including transportation on Saturdays and/or holidays. If the total number of days of transportation resulting from these changes does not exceed the total number of days required in the original school calendar(s), the contractor shall not receive additional compensation.

6. UCESC will make every effort possible to provide the contractor with the correct start date and school hours, however, it is the contractor's responsibility to obtain the school calendar as well as the correct school hours.

7. Subject to the Board's right to reject all bids, the contract shall be awarded to the qualified and responsible bidder who offers to perform all the transportation services prescribed by these specifications for the lowest total per diem cost. In cases where a route requires the assignment of an aide, the contractor will separate and itemize the costs for the aide and the route in the appropriate places on the bid proposal form, however, the bid will nonetheless be awarded on the basis of the lowest total per diem cost. In cases where there are two or more bids of equal amounts which are also the lowest bids for a particular route, the per student mile bid for extended mileage will be used as the "tie-breaker." If these amounts are also equal, the bid offering the most vehicle capacity will be used as the "tie-breaker."

If both vehicle capacities are also equal, then the age of the vehicle will be used as the final tie breaker, awarding the contract to the bidder utilizing the newest vehicle. If the age of the vehicles in the bids are also equal and therefore all of the above are equal, the Board, through the Transportation Coordinator, will use its discretion in awarding the bid or subjecting the route to re-bidding.

8. The net result of any mileage adjustment to a nonpublic student transportation contract, shall not exceed the maximum cost per student in accordance with N.J.S.A. 18A:39-1(a).

9. At any bid opening, if the individual route specification requires a per diem bid and a total/annual bid is submitted, the latter will be rejected. Likewise, if the individual route specification requires a total/annual bid and a per diem bid is submitted, the latter will be rejected.

   If the individual route specification requires that the cost of a bus aide be included in the price of the bid and it is not, the bid will be rejected. However, if the individual route specification does not require that the cost of an aide be included in the price of the bid and it is, then the cost of the aide will be discounted, and the bid accepted on the basis of the route cost alone.

   If, during the course of the school year, a second bus aide or personal aide must be added to a route on which the cost of the first bus aide was established by bid or negotiation, the cost of the additional aide shall be the same as the cost of the first aide. This rule applies both to first year contracts and renewal contracts.

10. The Board of Directors, through its Administrator, the Transportation Coordinator, reserves the right to inspect any vehicle or bus under contract with the Board prior to the start of the school year or during the school year. When vehicle safety is questioned and found deficient, the contractor will be required to immediately remove the vehicle from use until said deficiency is corrected. If, in the opinion of the Coordinator, the overall condition of the vehicle in question is unsatisfactory, she can require the removal of the vehicle from the route. Failure or refusal to do so by the contractor is deemed breach of contract and can result in the assessment of a penalty equal to the per diem cost of the contract for each day of failure/refusal and/or cancellation of the contract.

11. In order to encourage the competitive bidding process, no randomly chosen "Package" or "Group" bids will be accepted by the Commission. In those instances where the Board of Directors, through its Administrator, the Transportation Coordinator, believe the "package" bidding of routes to be advantageous, those routes eligible for such bidding will be designated in writing by the Coordinator and distributed to all eligible bidders. However, in the absence of any such specific information, it will be assumed that all routes must be bid individually.

12. The award of the contract shall be subject to all the provisions of Title 18A of the Revised Statutes applicable thereto and all pertinent regulations of the Department of Education of the State of New Jersey, including, but not limited to, requirements relating to the form of contract and to approval of all proposals by the County Superintendent of Schools.

13. Where alternate bids are specified, the Board of Directors may elect to award the contract(s) on the basis of either the base bid or the alternate bids, whichever in its judgment it shall determine to be in the best interest of the Board of Directors.

14. For purposes of calculating adjustments to routes, the school year shall be considered as consisting of 180 days, regardless of the number of receiving schools assigned to a route and/or difference in receiving school calendars unless otherwise noted on the individual route specification. In prorating the total amount due on contracted routes so affected, the number of days remaining will be determined by subtracting the number of days transportation was provided or should have been provided from the established 180 days of school. For summer routes, all bidding and proration will be based on the number of days of transportation as specified on the individual route sheet for each program. Summer routes will be bid on a per diem basis unless otherwise noted.

15. Two or more bus companies whose corporate/partnership forms show that 10% or more of the stock of each company is owned by the same individual may not bid on the same route(s) or bid on the re-bid of a defaulted contract when one of the companies is the defaulting contractor and the re-bid is in the same school year as the default.

16. The Board of Directors, through its Administrator, the Transportation Coordinator, reserves the right to request bus driver and bus aide information. This would include a copy of the driver's license, a current background check clearance, a copy of the driver's abstract and a copy of the aide's current background check clearance.

17. Union County Educational Services Commission reserves the right to reject any and all bids and waive any informality in the bidding process if it is in the best interest of the Union County Educational Services Commission. Union County Educational Services Commission reserves the right to reject the bid of any contractor with whom Union County Educational Services Commission has had prior negative experience. Without limiting the generality of the foregoing, any bid which is incomplete, obscure, irregular or accompanied by an insufficient or irregular bond or guarantee may be rejected. Union County Educational Services Commission does not bind itself to accept the lowest bid.

H. Default Penalty-Cancellation of Contract

In the event the contractor fails to provide service in accordance with these specifications

and stated requirements, the contractor will be considered in Default of Contract and subject to a per diem penalty deduction based on a 180 day school year. (See Section G, paragraph 13).

Contractual Default	Penalty
1. Tardiness of 10 minutes or more without good cause.*	Twice the per diem cost of contract.
2. Inaccurately reporting a vehicle's estimated arrival time to UCESC (providing false information)	$500 for each occurrence
3. Driver/Contractor failure to pick up any students assigned to a route without good cause.	Twice the per diem cost of contract.
4. Failure to operate any daily trip on any one route, without good cause.*	Twice the per diem cost of contract per trip.
5. Equipment does not meet specifications.*	Per diem cost of contract for each day infraction occurred. Contract may be terminated after the second occurrence.
6. Failure to provide clean buses/vehicles	$200 for each occurrence
7. Failure to provide car seat or harness as requested.*	Per diem cost of contract for each day infraction occurred. Contract may be terminated after the second occurrence.
8. Driver/aide child on bus, or unauthorized passenger.*	$1,000 per occurrence.
9. Any safety violation.*	$500 for each violation for each day infraction(s) occurred.
10. Failure to obey State mandated Vehicle & Traffic Regulations (i.e., speeding, illegal U-turns, traffic signs and signals, etc. – Please see state website for ALL regulations if needed). Drivers are required to know ALL state mandated regulations of where they are transporting to and from.*	$1,000 for each occurrence
11. Improper vehicle plates/vehicle stickers, and expired registration or non-valid inspection.	$500 for each occurrence
12. Failure to show driver's license, insurance & student roster to school	$500 for each occurrence

administration.	
13. No CDL or improper endorsement(s). Driver operating vehicle without required CDL/with passenger endorsement and/or school bus endorsements.*	$2,500 per occurrence. Immediate and permanent removal of driver and aide (where applicable) from route.
14. Non-compliance with fingerprinting and/or drug testing requirements.*	Four times the per diem cost of contract for each day infraction occurred and/or cancellation of contract.
15. Driving while CDL license or any pertinent endorsement is suspended.*	Twice the per diem cost of contract for each day infraction occurred and/or cancellation of contract.
16. Any unauthorized stop or unauthorized change in route. *	$500 for each day infraction occurred. Contract may be terminated after the second occurrence.
17. Making unauthorized stops with students on the vehicle during the duration of the route (gas stops are not to be fulfilled while routes are in session).*	$1,000 per occurrence.
18. Failure to visually inspect the school vehicle prior to leaving the final student drop-off point.*	$1,000 per occurrence; immediate and permanent removal of driver and aide (where applicable) from route.
19. Failure of driver to ensure that aide "sweeps" vehicle when students are released, to make sure that students are not left on vehicle.*	$1,000 for each occurrence
20. Students left unattended on school bus, driver, and aide (where applicable) did not leave the vicinity of the school bus.*	$1,500 per occurrence; immediate and permanent removal of driver and aide (where applicable) from the route.
21. Student left unattended on school bus, driver and aide left the vicinity of the school bus.*	$3,000 per occurrence; immediate and permanent removal of driver and aide (where applicable) from the route.
22. Driver/aide dropping off students at school before school opens in AM (attending any "before care" services) without school authorization.*	$500 for each occurrence
23. Leaving a student unattended at the curb. At home, daycare, any drop-off	$5,000 for each occurrence

point or school.*	
24. Failure to provide requested video footage and/or GPS within specified timeframe.*	$1,000 for first offense; $2,000 for second offense; $3,000 for third office.
25. Failure to pick up or discharge student at APPROVED stops or destinations. Drivers are NOT to take address changes from parents in any given scenario.*	$1,000 for first offense; $2,000 for second offense; $3,000 for third offense
26. Failure to call in an accident to UCESC within one hour of an accident with all initial required details (even if the accident occurs after office hours).*	$1,000 for first offense; $2,000 for second offense; $3,000 for third offense.
27. Not having a qualified back up vehicle when contracted vehicle is malfunctioning.	$500 for each occurrence
28. Failure to repair vehicles as needed.	Per diem cost of contract for each day infraction occurred.
29. Failure to provide the appropriate insurance required by UCESC.*	$1,000 each day not insured.
30. Failure to notify UCESC, in writing, if student fails to show for three (3) consecutive days (must be formally reported via 3-day No-Show form).*	$500 for each occurrence
31. Failure to submit incident and student conduct reports on the same day of incident. (Even if incident occurs after hours).*	$1,000 for each occurrence
32. Failure to provide aide where requested.*	Twice the per diem cost of contract for each day infraction occurred.
33. Aide not assisting students on & off the bus, and not assisting students with seat belts	Per diem cost of contract for each day infraction occurred.
34. Driver and aide smoking, eating, or drinking on the bus.	$200 for first offense; $300 for second offense; $500 for third offense.
35. Driver/aide allowing student to cross a two-way street.*	$500 for each occurrence
36. Driver pulling off before student is seated and safely secured.*	$500 for each occurrence
37. Driver operating school vehicle while	$750 for each occurrence

transporting students and using a cell phone while driving.*	
38. Failure to remove vehicle/driver or aide requested by UCESC.*	$1,000 for each occurrence
39. Failure to provide vehicle according to Bid Specification.*	Per diem cost of contract for each day infraction occurred.
40. Vendor utilizing a sub-contracted vehicle for UCESC route, without official authorization from UCESC.*	$500 for each occurrence.
41. Failure to administer Mantoux Intradermal Tuberculin Testing.*	$1,000 per untested employee
42. Failure to comply with Paul's Law or Abigail's law.*	$1,000 per occurrence
43. Failure to return required paperwork. (Contracts or any other paperwork requested)	$250 per day after due date. $150 per copy of contract.
44. Failure to submit student attendance for single student routes by the 5th day of the month for the prior month.*	$500 per route
45. Use of a personal vehicle to will result in immediate cancellation of the contract for the particular route.*	$5,000 per occurrence and possible disqualification from bidding at UCESC.
46. Failure to operate a route without English speaking drivers, substitute drivers, bus aids and/or substitute bus aides that can clearly understand the English language and communicate effectively to parents and students.*	$500 per occurrence per staff member
47. Three (3) repeated, reported poor performance reports from the districts regarding service provided by the contractor.*	Immediate cancellation of the contract and possible disqualification from bidding at UCESC.
48. Failure to pick student up on front of student(s) home if the route is curb to curb.	$500 per occurrence.
49. Failure to respond to emails and/or phone calls in a timely manner.	$250 per occurrence.
50. Picking student up once student is deleted off of route.	$500 per occurrence.
51. Transporting students after the end date of an Emergency Contract.	$300 for first occurrence; $600 for second occurrence.

52. Pulling vehicle over and student exiting the vehicle.*	$1,000 and immediate cancellation of contract.
53. Transporting student without a nurse when a nurse is required and it is on the spec.	Twice the per diem cost of the contract.

All penalties that are followed by an asterisk (*) may constitute a severe safety hazard and could be cause for immediate termination of route.

Continued contractual defaults by the contractor will be sufficient cause for the Commission to cancel the transportation contract and seek enforcement of the Contractor's Performance Bond. Contracts canceled due to default cannot be bid on by the defaulting contractor when they are put out for re-bid in the same year as the default.

If the total amount of penalties on a contract exceeds the total/final cost of the contract, then the excess amount will be deducted from other monies due the contractor. If no other monies are due the contractor, then the contractor will be billed the excess amount.

I. Differential Penalty

In the event of contractual default by a contractor, for any reason, the Coordinator may, at his or her discretion, assess a differential penalty in lieu of seeking enforcement of the contractor's Performance Bond.

The amount of the differential penalty shall be determined by assessing the defaulting contractor, as a penalty, the full additional cost of the replacement contract(s). This amount will be arrived at by determining the total cost of the original contract from the date of default and cancellation to the end of the current school year, or summer program, whichever applies. When the full contractual amount of the replacement contract(s) is determined, either by the award of an emergency contract and subsequent bid, or, where feasible, the award of a Negotiated/Quoted contract, the original contract cost will be deducted from the total of the replacement contract(s).

If the total of the replacement contract(s) is greater than the remaining cost of the original contract, then the difference will be treated as a balance due, and those monies deducted from the next payment due the original contractor in one lump sum. At the discretion of the Coordinator, the monies due can also be deducted from subsequent paychecks due the original contractor in equal payments, the amount and number of payments to be determined by the Coordinator.

If the total of the replacement contract(s) is less than the remaining cost of the original contract, then no further action will be taken other than any performance penalties that may have been assessed because of the original infraction.

If the monies due the defaulting contractor are insufficient to satisfy the amount of the differential penalty, then the defaulting contractor will be issued an invoice for payment. The defaulting contractor will not be allowed to bid on or otherwise obtain additional work from the Commission until the payment due invoice has been satisfied.

J. Emergency Procedures

1. Reporting of Accidents

a. The contractor shall be required to follow the dictates of N.J.A.C. 6A:27-12.2 regarding accident reporting.

b. Additionally, contractors shall instruct their drivers to notify them immediately of any accident involving injury, death, or property damage with a vehicle under contract to the Commission. The contractor will then immediately notify the Commission.

If the accident occurs on the way to school, the bus personnel shall notify the school authorities upon arrival at the school. Dispatch must notify the parent(s)/guardian(s).

c. In addition to the Commission's copy of the Preliminary School Bus Accident Report which must be filed within forty-eight hours of each incident, a copy of the police report must also be submitted to the Commission as soon as it is available.

d. The contractor shall notify the parents of all children on a Commission route whose vehicle was involved in an accident.

e. Failure of the contractor, including the office and/or bus personnel, to promptly notify the appropriate parties, or complete and submit the required forms, as outlined in this section, shall result in a penalty of $200 for each day the required forms are not received by the transportation office, and/or cancellation of said contract.

2. Emergency Exit Drills and Emergency Exits

a. Once yearly, the Commission will mail to all schools serviced by Commission routes two sets of Emergency Exit Drill Forms, one for the fall and one for the spring, to be completed by the school and returned to the Commission office as per 6:21-11.3. Contractors will instruct their drivers to cooperate fully with school officials in the conducting of these drills.

b. Any incident which requires evacuation of the bus must be immediately reported to the Commission Transportation Office.

c. Any incident which requires police assistance (including behavioral problems) or ambulance assistance (seizures, etc.) must be immediately reported to the Commission Transportation Office.

d. The parents of all children involved in an emergency bus evacuation on a Commission route shall be informed by the contractor of the incident.

3. Incident Reports

a. Any serious bus conduct infraction or medical emergency requires the filing of a Commission Transportation Incident Report.

a. The written report shall be completed by the appropriate bus personnel and filed with both the student's school of attendance and the Commission Transportation Office the same day of the occurrence, or first thing in the morning, if incident occurred on the PM run. A preliminary verbal report will be made by the contractor to the school and the Commission within four hours of the occurrence of the incident. Drivers should be instructed by the contractor to report any such incidents to the company immediately after their occurrence.

b. The failure to immediately report any incident on the school bus which involves the health, welfare and safety of the students, bus personnel, pedestrians or other motorists shall be deemed contractual default, punishable under Section H, **#9** as a Safety Violation. At the discretion of the Coordinator, fines may be increased and/or the contract cancelled if the delay in reporting is deemed excessive.

K. Piggybacking/Co-Mingling Forbidden

1. The Commission expressly forbids the practice of "co-mingling" or "piggybacking" i.e., a contractor transporting students other than those designated on the original route list or added to the route on a vehicle carrying students whose transportation has been arranged through the Commission. The converse is also forbidden in that no contractor shall transport students whose transportation has been arranged through the Commission on vehicles contracted through any other sources (school districts, other Commissions, parents, etc). This applies also to the co-mingling of different contracts all operating under the authority of the Commission.

2. A contractor found to be engaging in said practice will face immediate cancellation of the contract(s) on which the infraction occurred and/or a default penalty. If the co-mingling occurred one-way only, a reduction of the per diem cost of the contract(s) involved shall be made for each day the infraction occurred. If the co-mingling occurred both ways, a reduction of twice the per diem cost of the contract(s) involved shall be made for each day the infraction occurred. Either or both options will be taken at the discretion of the Board through the office of the Transportation Coordinator.

3. The Coordinator recognizes that in certain limited circumstances, personnel shortages may compel the contractor to seek to combine routes without the express intent of defrauding the Commission to reap excessive profits. In these exceptional cases, the following guidelines must be followed:

   a. Prior notification to and approval of the Coordinator must be obtained. In the absence of either condition, penalties will be assessed as per part 2 of this section.

   b. The contractor can seek to combine, temporarily, only contracts held by the Commission. The Coordinator cannot grant approval to combine a Commission contract with a contract held by another agency or school district without first obtaining their consent.

   c. An amount arrived at by dividing the number of daily trips on the route into the per diem rate will be withheld from the monies due the contractor for each service (route and/or aide) not provided per trip.

4. Bids are accepted for the exclusive use of the vehicle under the terms of the contract.

L. Student Utilization of Transportation Services

a. The Commission requires that the contractor immediately notify the Transportation Office when a student is no longer utilizing the provided transportation services. "Utilizing," in this case, is defined as riding on the vehicle. Contractors will so notify their drivers of this requirement. "Immediately" is defined as within 3 calendar days that the school of attendance is in session and during which time the student has not ridden on the vehicle. The following stipulations shall apply:

   1. For contracts providing for the transportation of only one student, or for students for whom off route mileage increases are being paid, all contractual adjustments shall be effective as of the last date that it can best be determined the student rode the vehicle, regardless of the presence or lack of notification by any party to the contract.

2. In the case of coordinated routes, if notification that a student is not riding the vehicle is made to the Transportation Office within the prescribed 3 day time period, then the contractor shall be held blameless. Coordinated is defined as more than one student riding the vehicle from more than one district.

3. If the notification to the Transportation Office exceeds the 3 day time period or is not made at all, than the contractor shall be held responsible for the resident district's pro-rated transportation costs for the student from the last date that it can best be determined the student rode the vehicle to the date notification was received in the Transportation Office by any party to the contract.

b. Contractors are never to begin transportation services for a new student or resume said services for any student for whom transportation officially ceased, for any reason, without notification from the Transportation Office.

c. Contractors are required to supply the Transportation Office a monthly attendance report for routes with single students by the 5th business day of the month for the prior month.

M. Inclement Weather

On days of inclement weather, when schools are closed or have delayed openings, the following schedule shall be followed:

1. Closings

Receiving School	District	Transportation Provided?
Closed	Closed	No
Open	Closed	No
Open	Open	Yes
Closed	Open	No

2. Delayed Openings

Receiving School	District	Transportation Delayed?
Delay	Regular Schedule	Yes
Regular Schedule	Regular Schedule	No
Regular Schedule	Delay	Yes
Delay	Delay	Yes

On some routes, the closing, delay, or early dismissal schedule may be "mixed," i.e., vary within the individual route. Where possible, the above schedule should be followed on an individual basis. For example, if district A is closed and district B is open, both going to school C, which is open, then transportation will not be provided to the students in district A, but will be provided to the students in district B. In some cases, variations among delayed openings or early dismissals by different schools on the same route may jeopardize student safety or be impossible to accommodate on an individual basis due to weather conditions. In these instances, the contractor may request all students on the route follow the same schedule. In doing so, the contractor assumes full responsibility for the notification of all parties involved and for ensuring that proper supervision is present when the student is dropped off at his or her designated location to or from school.

The decision of the Superintendent to close or alter the schedule of the Commission's Central offices cannot be used by the contractor as a basis for deciding whether to provide transportation services on routes under contract with the Commission going to schools or programs not operated by the Commission. Likewise, the closing, delayed opening, or early dismissal of Commission operated schools in instances of inclement weather pertain only to those schools.

Violations of this section shall be remedied under the appropriate part of Section H, Default Penalty.

N. Insurance

1. The successful bidder shall be required to furnish proof and maintain in effect auto liability insurance coverage in the amount of $5,000,000 each accident, combined single limit for bodily injury and property damage. The successful bidder shall be required to furnish and maintain, additionally, general liability insurance coverage in the amount of $1,000,000 combined single limit with a $5,000,000 general aggregate, $1,000,000 Sexual Abuse/Molestation and workers' compensation insurance in the amount of $1,000,000. Any lapse of coverage, in whole or in part, shall be deemed contractual default. A penalty equal to the per diem rate for each covered contract for each day that coverage is not

provided, in whole or in part, shall be assessed. Additionally, enforcement of the Performance Bond(s) shall be pursued.

2. A certificate of insurance in the amount stated above must be presented when soliciting quotes and bids and must be presented by the successful contractor five days prior to the expiration date of the policy on file with the Commission. A late fee shall be assessed for certificates which are not presented five business days prior to the policy expiration date.

# OF COMMISSION ROUTES WHICH THE CONTRACTOR IS OPERATING OR IS THE LOW BIDDER	LATE FEE
1-10	$200.00/DAY
11-20	$300.00/DAY
21-30	$400.00/DAY
>- 30	$500.00/DAY

This late fee shall be in addition to the penalty outlined in Section N #1 of these specifications.

~~3.~~ The Certificate must cover all vehicles being used on Commission routes as well as back-up vehicles which may be used on Commission Routes. Any Auto should be the covered auto symbol for Automobile Liability. Certificates of Insurance containing any other covered auto symbol (Scheduled Autos, etc.) must specify the covered vehicles on the certificate or an attached list properly endorsed by the insurance company. Excess or Umbrella Liability should be Follow Form over the underlying auto coverages. All Certificates of Insurance shall contain a current date.

It is required that your insurance carrier be "A" rated or better.

4. If the insurance certificate does not cover the entire fleet, then the covered vehicles must be specified on the form or on an attached list signed by the insurance company.

5. The successful contractor will also be required to include the Union County Educational Services Commission as an additional insured under each contractor's insurance policy covering liability and property damages. The certificate of insurance filed with the Commission must have this additional endorsement.

6. Contractors shall hold harmless, indemnify, protect and defend the Union County Educational Services Commission, its officers, members, and agents against all claims, demands, suits, actions, recoveries, judgments, costs and expenses, including but not limited to attorney's fees, arising from any act or omission, violation of any law or regulation and/or the negligence or malfeasance of any of their employees, agents, and/or

assigns. This indemnification obligation is not limited by but is in addition to the insurance obligations set forth herein.

7. No unauthorized personnel, including but not limited to children of drivers and parents of students, may ride the vehicle at any time while it is in transit with students.

O. Compliance with Chapter 33, Laws of 1977

Pursuant to the above, all corporations and partnerships must submit a list of names and addresses of all stockholders (or partners) owning 10% or more interest in the corporation/partnership submitting bids. Bidders operating as a sole proprietorship are excluded from this requirement, however, they will indicate to the Commission, in writing and on the form supplied, that they are operating as a sole proprietorship.

To eliminate duplication of effort, transportation contractors (bidders) may file one copy of the required information with the Commission's Secretary prior to bidding. In the event a 10% change in interest of ownership takes place during the current school year, an amended list of names and addresses will be required.

A master list of bidders who have complied with this requirement will be available for inspection at the time of bidding. The appropriate form must be filed with the Commission before any bids will be accepted on behalf of the bus company.

P. Affirmative Action

The Union County Educational Services Commission is an equal opportunity employer. As such, bus companies will be required to file with the transportation office one of the following forms of evidence of Affirmative Action compliance before bids will be accepted on behalf of the bus company:

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, sex, 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, sex, 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 non-discrimination 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, sex, 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 of 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 the 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 attempt in good faith to employ minority and women workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing 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 or sex, 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, sex, affectional or sexual orientation, gender identity or expression, disability, nationality or sex and conform with the applicable employment goals, 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 (N.J.A.C. 17:27).

Q. Omnibus Transportation Employees Testing Act

1. Contractors are required to comply with annual drug and alcohol testing in accordance with Federal Regulations 49CFR 382 and all other pertinent federal regulations regarding this Act. In addition, contractors are required to comply with the Federal Motor Carrier Safety Administrations Clearinghouse requirement. The Clearinghouse rule requires FMCSA-regulated employers, medical review officers (MROs), substance abuse professionals (SAPs), consortia/third-party administrators (C/TPAs), and other service agents to report to the Clearinghouse information related to violations of the drug and alcohol regulations in 49 Code of Federal Regulations, Parts 40 and 382 by current and prospective employees. Failure to comply will result in $100 penalty for each staff member per day that is not in compliance.

2. Contractors shall also comply with the Commission's established policy for school bus drivers and aides regarding drug and alcohol testing, use, and abuse.

3. Contractors shall, within fourteen calendar days of written notification from the Commission or its agent, permit on-site inspection of its testing program and procedures to verify compliance.

R. Required Forms

1. The Non-Collusion Affidavit and the Statement of Assurance Regarding Non-Criminal Employment Checks must be signed by the chief officer of the bus company, notarized, and filed with the Commission once yearly before any bids will be accepted on behalf of the bus company.

2. Each contractor shall insure that a Mantoux intradermal tuberculin test is given upon employment to all newly hired (full-time and part-time) school bus drivers and bus aides who work for the bus company under contract with the Commission. An employee with a documented Mantoux test administered within the previous 6 months does not have to be re-tested. Current bus company employees shall also be tuberculin tested if there is no valid record that a Mantoux tuberculin test was administered during the previous 4 years. N.J.S.A. 18A:16-2; 18A:40-16; N.J.A.C. 6:29-2.3

   An affidavit, supplied by the Commission, attesting that the above has been accomplished, must be signed by the chief officer of the bus company, notarized, and filed with the Commission once yearly before any bids will be accepted on behalf of the bus company.

3. The Drug and Alcohol Statement of Assurance must be signed by the chief officer of the bus company, notarized, and filed with the Commission once yearly before any bids will be accepted on behalf of the bus company.

   Any substantial change in the information supplied on the form, including a change in firms providing drug testing services to the contractor, must be immediately reported to the transportation office and a new form filed.

S. Renewals

Renewals will be granted at the discretion of the Board of Directors through its Administrator, the Transportation Coordinator. Factors to be considered in the granting of renewals will be contractor performance in the preceding year, structure of route, requested increase, and vehicle(s) used in previous school year. Percentage of increase for renewals will be determined by the Coordinator.

T. Pre-School Handicapped

All routes which entail the transportation of pre-school handicapped students must meet the following minimum requirements:

1. All children under five years of age must be in a federally approved child safety seat, appropriate for their age, weight, and height, when riding anywhere in the vehicle.

2. In a small vehicle, defined in N.J.A.C. 6A:27-7.4 as a vehicle with a capacity of less than 10 passengers, no child under 5 years of age shall be placed in the front bench/bucket seat of a car or the front "shotgun" seat of a "caravan-type" mini-van.

3. There will never be more children than there are child restraints and seat belts.

4. The penalty for infractions is the withholding of the per diem cost of the contract for each day the infraction occurred. Continued infractions will be considered a breach of contract.

5. All child restraints used must be federally approved and dynamically safety tested.

6. Additional pre-school students to the route must be provided with the required seating.

U. Aides-Bidding Requirements

1. Bus aides will be hired by contractor except in those instances where the district wishes to supply the aide. In all cases, aides may be replaced with good cause at the discretion of the Coordinator.

2. The Commission's job description for bus aides shall be distributed to all contractors and will be considered as the minimum requirements for the position and supplementary or additional to job descriptions already in use by bus companies.

3. For those routes where an aide is required prior to bidding the cost for the aide shall be listed separately from the cost of the route, however, the bid will be awarded on the basis of the lowest total per diem cost.

4. If the services for the aide are no longer needed after the route has begun, considerations for reductions in the contract will be separate from those involving route mileage adjustments, however, as in the latter case, the per diem cost for aides bid on an annual basis will be arrived at by dividing the contractor's bid for annual cost of the aide by 180 days.

5. If an aide is required on a route during the course of the year, the cost for the aide will be negotiated with the contractor and established as an addendum to the contract. Failure to reach agreement on the cost of the aide is considered grounds for termination of and re-bidding of the contract.

6. The contractor will be responsible for monitoring an aide's attendance on a vehicle except in the case of district-hired aides when that responsibility will lie with district hiring the aide. The Commission and/or district can require the contractor to supply this information.

7. All aides hired by a contractor to be used on Commission routes will be required to attend any applicable in-service workshop(s) conducted by the Commission.

8. Written attendance report(s) for aides may be required.

V. Negotiated Contracts

1. The cost of any negotiated contract shall not exceed the non-bid threshold as established yearly by the State Department of Education.

2. The contract shall be awarded to the lowest of at least three quotes solicited by the Coordinator. The quotes will be per diem.

3. All quotes will be kept in the strictest confidence.

4. Quotes will be accepted verbally by the Coordinator, however, if interested in giving a quote, the contractor must be willing to confirm the quote in writing one business day following the verbal quote. Refusal or failure to do this will be considered as sufficient reason for the Coordinator to dismiss the quote as invalid.

5. Personal surety bonds may be used for negotiated contracts; however, personal assets are not to be used to cover contracts in excess of the value of the assets.

6. Negotiated contracts and the Personal Surety Bond must be signed, notarized, and returned to the Commission within fourteen days after their receipt by the contractor.

W. Emergency Contracts

1. An emergency contract will be awarded on a temporary basis (until the route is bid) to the lowest of at least three quotes solicited by the Coordinator. The quotes will be per diem.

2. All quotes will be kept in the strictest confidence.

3. Quotes will be accepted verbally by the Coordinator, however, if interested in giving a quote, the contractor must be willing to confirm the quote in writing within one business day following the verbal quote. Refusal or failure to do this will be considered as sufficient reason for the Coordinator to dismiss the quote as invalid.

4. The low quote is viewed by the Coordinator as the reasonable rate at which the emergency contractor can perform the requested service.

5. All bids for routes which are being run on an emergency basis will only cover the period from when the successful bidder must start the route to the end of the school year. The emergency period will not be covered in the bid.

6. All bids for routes which commence after the start of school in September will be per diem unless otherwise indicated on the individual route specification distributed prior to bidding. The total estimated number of days upon which the bid is to be based will also be contained in the individual route specifications distributed prior to bidding.

7. Personal surety bonds may be used for emergency contracts; however, personal assets are not to be used to cover contracts in excess of the value of the assets.

8. Emergency contracts established for temporary transportation of such a short duration as to preclude bidding will be issued on a quote basis and subject to the applicable conditions of this section.

9. Department of Education Form NJDE070210487 "Personal Surety Bond for Student Transportation Contracts" must be properly completed and returned for all emergency contracts.

10. Emergency contracts and the Personal Surety Bond must be signed, notarized, and returned to the Commission within fourteen days after their receipt by the contractor.

X. Certified Check and Performance Bond

1. Cashier's check, certified check, or bid bond payable to the order of the Union County Educational Services Commission (Board of Directors) must accompany the proposal and must be in the amount of not less than 5% of the total amount of the bid.

2. If a cashier's check or certified check is used in a successful bid, said check will not be returned to the contractor until the contract is bonded by the contractor and returned to the Commission. If a cashier's check or a certified check is used in an unsuccessful bid, said check will be returned immediately after the award of the contract to the lowest bidder is made by the Board of Directors.

3. After the award of the contract(s) is made by the Board to the lowest bidder(s), each contract will be prepared by the Commission's Transportation Office and distributed to the contractor(s), leaving only the section on notarization and signatures blank.

4. Within twenty-one business days following receipt of these contracts by the contractor(s), they shall have them bonded, signed, notarized, and returned to the Commission.

5. Furthermore, one copy of a separate and distinct corporate surety bond will be included to guarantee performance of the contract(s) in accordance with the specifications, in the form required by law, and in the amount equivalent to the total annual cost of the contract(s).

6. All monies due a contractor for a particular route may be withheld until all bonding requirements for that route have been satisfied by the contractor.

7. Failure to procure proper bonding will result in cashing in the bid bond, cashier's check, or certified check and will be caused to award the bid to the next lower bidder, or re-bid the route, at the discretion of the Coordinator.

8. Personal Surety Bonds will be accepted only for the following reasons:

    a. Emergency & Negotiated contracts-outlined in Section V & W.

    b. Contract addendums for increases.

    c. Summer transportation routes.

    d. Contracts commencing on or after May 1st of the current school year.

    e. Contracts in operation which cancel for reasons other than default prior to the completion of the approval and/or bonding process can be self-bonded at the lesser amount.

    f. Any contract with an estimated or actual aggregate amount of $2,500 or less.

Y. Payment

For each route under contract with the Commission, payment for transportation will be made on a ten-month basis payable on the day after approval at the Board meeting held in the month following the month service was rendered. Each month's payment will be based on the number of days of service provided according to the calendar (s) of the receiving school(s).

Adjustment in payment required by unforeseen changes in the school calendar due to inclement weather or other unanticipated/emergency situations will be made, as necessary. Any discrepancies must be reported by contractor within 30 days of receipt of the invoice.

Contractors will be notified of payment for summer transportation contracts when it is available and will be made to each vendor after Board approval.

All or partial payment for services rendered may be withheld at any time if required paperwork essential to the approval of the contract is lost, not returned, or returned incomplete by the vendor. Such paperwork includes but is not limited to the following:

a. Contracts
b. Performance Surety Bonds
c. Personal Surety Bonds
d. Route lists
e. Certificate of Insurance
f. Corporate packet, i.e., properly signed, and notarized forms: Non-collusion Affidavit; Statement of Assurance Regarding Non-criminal Employment Checks; Affirmative Action Certificate; Drug and Alcohol Statement of Assurance; Statement of Assurance Regarding Mantoux Intradermal Tuberculin Testing; Compliance with Chapter 33, Laws of 1977 (Corporate Disclosure Form).

Payment shall be released to the vendor when the delinquent/incomplete documents are submitted to and approved by the Coordinator or her designee.

Z. Return of Bids

Bids are to be placed in a sealed envelope and plainly marked "Transportation Bid and delivered to the Office of the Secretary of the Board, 45 Cardinal Drive, Westfield, New Jersey, not later than the published start time of the bid on the date indicated in the legal advertisement.

AA. Prohibition of Subletting or Assigning

The contractor shall not sublet, sell, transfer, assign, delegate, or in any other fashion whatsoever dispose of his interest under any contract or any portion thereof to any other person, firm, or corporation without written consent of the Board of Directors.

The Board of Directors further reserves the right to reject any or all bids, and to waive immaterial informalities.

BB. Federal Motor Carrier Safety Administration Clearinghouse Requirements

The Clearinghouse rule requires FMCSA-regulated employers, medical review officers (MROs), substance abuse professionals (SAPs), consortia/third-party administrators

(C/TPAs), and other service agents to report to the Clearinghouse information related to violations of the drug and alcohol regulations in 49 Code of Federal Regulations, Parts 40 and 382 by current and prospective employees. FMCSA covered employers must additionally perform annual limited queries on all CDL employees as well as perform Full queries on all new CDL hires.

CC. Paul's Law and Abigail's Law

All contractors are to follow Paul's Law (N.J.S.A 18A:40-12.34 through 12.38) and Abigail's Law (N.J.S.A 39:3B-26). Failure to comply will result in a penalty (Section H) and/or cancelation of the contract.

Issued: December 1, 2005
Revised: April 2, 2025

UCESC
Building Partnerships for Tomorrow

Union County Educational Services Commission
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cdattilo@ucesc.org

Eric Larson
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Board Secretary
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Alyssa Hilliard
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ahilliard@ucesc.org

I hereby acknowledge receipt of the Contractor Packet and agree to the requirements and policies listed in the Standard Specifications.

PLEASE READ the Standard Specifications.

_____ _____

Name **Date**

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AFFIRMATIVE ACTION QUESTIONNAIRE

(To accompany bid)

COMPANY NAME _____

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

   ____ YES ____ NO

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

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

   ____ YES ____ NO

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

3. If you answered NO to both questions above, an Affirmative Action Employee Information Report (AA-302) will be mailed to you. Complete the form and forward it to the Affirmative Action Office, Department of Treasury, Division of Purchase & Property, Contract Compliance Audit Unit, EEO Monitoring Program P.O. Box 206, Trenton, NJ 08625. A copy shall be submitted to the board of education within seven (7) days of the notice of the intent to award the contract or the signing of the contract.

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

AUTHORIZED BIDDER _____
(Print or Type)

TITLE _____ DATE _____
(Print or Type)

SIGNATURE _____

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FORM OF NON-COLLUSION AFFIDAVIT

(To accompany the bid)

STATE OF NEW JERSEY, COUNTY OF _____

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

of _____, in the County of _____,

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

my oath depose and say that:

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

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

_____
Company/Agency Name (Print or Type)

_____ _____
Authorized Representative - Name and Title (Print or Type) Authorized Signature

(*N.J.S.A.* 52:34-15) Bid Number _____

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

_____
Notary Public of New Jersey
(Seal)

My commission expires _____, 20____

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Prescribed Form Of Questionnaire

FAMILIARITY WITH CONDITIONS OF CONTRACT

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

Yes_____ No_____

EXPERIENCE OF BIDDER

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

_____

_____

_____

Company Name _____

Address _____

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

Authorized Signature _____

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CRIMINAL HISTORY RECORD CHECK

BUS COMPANY _____

DISTRICT Union County Educational Services Commission

I certify that the name, address and fingerprints of each driver, substitute driver, bus aide and substitute bus aide assigned to a vehicle pursuant to a contract with the Commission for transportation of pupils have been filed with the appropriate agencies. I further certify that this company has been notified by the Department of Education that according to the criminal history record check for each prospective employee by the State Bureau of Identification and the Federal Bureau of Investigation, no offenses listed in N.J.S.A. 18A: 6-7.1 have been committed by the company's prospective employees that would disqualify any bus driver or bus aide from being employed by this company and providing services to the Union County Educational Services Commission. If it was found that a prospective or current employee was convicted of a crime pursuant to N.J.S.A. 18A: 6-7.1, that individual will not be employed by this company.

_____
Printed or Typed Name of Company Owner

_____ _____
Signature Date

Sworn and Subscribed

Before me on this _____ _____
Notary Public of New Jersey

Day of _____, _____

(Seal)

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DRUG AND ALCOHOL STATEMENT OF ASSURANCE

Pursuant to the Omnibus Transportation Employee Testing Act

Name of Transportation Company _____

Name of Person Completing Form _____

Company Address _____

_____

Date _____ Telephone # : (_____) _____

Fax Number : (_____) _____

I certify that this company is in compliance with the Omnibus Transportation Employee Testing Act and that the following firm is under contract to provide the required drug and alcohol testing services to our transportation company.

*Name of Firm _____

(*Providing Drug & Alcohol Testing)

Address _____

Contact Person _____ Telephone # : (_____) _____

_____ _____
Authorized Bus Company Official Date

_____
Position

Sworn and Subscribed
Before me on this _____
Day of _____, _____
(Seal)

_____
Notary Public of New Jersey

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STATEMENT OF ASSURANCE

OMNIBUS TRANSPORTATION EMPLOYEE TESTING ACT COMPLIANCE

(To accompany bid)

The following firm

_____ is currently under contract

_____ will be contracted with

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

Name of Firm: _____

Address: _____

Contact Person: _____

Telephone: _____

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

Authorized Signature _____

Company Name _____

Address _____

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Statement Of Assurance Regarding Mantoux Intradermal Tuberculin Testing

BUS COMPANY _____

DISTRICT Union County Educational Services Commission

I certify that each driver, substitute driver, bus aide and substitute bus aide assigned to any vehicle under contract with the District to transport pupils has been tuberculin tested using the Mantoux Intradermal Tuberculin Test as per N.J.S.A. 18A: 16-2; 18A: 40-16; N.J.A.C. 6:29-2.3.

Printed or Typed Name of Company Owner	Signature	Date

Sworn and Subscribed

Before me on this _____

Day of _____, _____

(Seal)

_____
Notary Public of New Jersey

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STATEMENT OF ASSURANCE

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

(To accompany bid)

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

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

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

Authorized Signature _____

Company Name _____

Address _____

_____

NOTARY DATE

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STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:
☐Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
☐Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
☐For-Profit Corporation (any type) ☐Limited Liability Company (LLC)
☐Partnership ☐Limited Partnership ☐Limited Liability Partnership (LLP)
☐Other (be specific): _____

Part II

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

OR

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

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

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

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

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

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

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

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

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***<name of contracting unit>*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***<type of contracting unit>*** to notify the ***<type of contracting unit>*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***<type of contracting unit>*** to declare any contract(s) resulting from this certification void and unenforceable.

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

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

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

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☐ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____
Relationship to Vendor/ Bidder _____
Description of Activities _____

Duration of Engagement _____
Anticipated Cessation Date _____

**Attach Additional Sheets If Necessary.*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

_____ _____
Signature Date

_____
Print Name and Title

Include With Bid Submission Page 4 of 25

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

CONTRACT / BID SOLICITATION TITLE _____

CONTRACT / BID SOLICITATION No. _____

CHECK THE APPROPRIATE BOX

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

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

OR

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

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

Description of Prohibited Activity

_____

_____

_____

_____

_____

_____

Attach Additional Sheets If Necessary.

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

_____ _____

Signature of Authorized Representative Date

_____

Print Name and Title of Authorized Representative

_____

Vendor Name

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

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Statement Of Assurance Regarding School Bus Driver and Aide Training for Interacting with Students with Special Needs

BUS COMPANY _____

DISTRICT Union County Educational Services Commission

I certify that each driver, substitute driver, bus aide and substitute bus aide assigned to any vehicle under contract with this District to transport pupils has completed the training for interacting with students with special needs as per N.J.S.A. 18A:39-19.2. Furthermore, I certify that this company has on file and has forwarded to the New Jersey Department of Education a certificate of completion for each driver, substitute driver, bus aide and substitute bus aide employed by this company.

Printed or Typed Name of Company Owner	Signature	Date
_____	_____	_____

Sworn and Subscribed

Before me on this _____ _____

Notary Public of New Jersey

Day of _____, _____

(Seal)

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 0230
TRENTON, NEW JERSEY 08625-0230

VENDOR/BIDDER CERTIFICATION AND POLITICAL CONTRIBUTION DISCLOSURE FORM
PUBLIC LAW 2005, CHAPTER 271

CONTRACT #: _____ **VENDOR/BIDDER:** _____

At least ten (10) days prior to entering into the above-referenced Contract, the Vendor/Bidder must complete this Certification and Political Contribution Disclosure Form in accordance with the directions below and submit it to the State contact for the referenced Contract.

NOTE that the disclosure requirements under Public Law 2005, Chapter 271 are separate and different from the disclosure requirements under Public Law 2005, Chapter 51 (formerly Executive Order 134). Although no Vendor/Bidder will be precluded from entering into a contract by any information submitted on this form, a Vendor's/Bidder's failure to fully, accurately and truthfully complete this form and submit it to the appropriate State agency may result in the imposition of fines by the New Jersey Election Law Enforcement Commission.

DISCLOSURE

The following is the required Vendor/Bidder Disclosure of all Reportable Contributions made in the twelve (12) months prior to and including the date of signing of this Certification and Disclosure to: (i) 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 (ii) any entity that is also defined as a "continuing political committee" under N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.

The Vendor/Bidder is required to disclose Reportable Contributions by: the Vendor/Bidder itself; all persons or other business entities owning or controlling more than 10% of the profits of the Vendor/Bidder or more than 10% of the stock of the Vendor/Bidder, if the Vendor/Bidder is a corporation for profit; a spouse or child living with a natural person that is a Vendor/Bidder; all of the principals, partners, officers or directors of the Vendor/Contractor and all of their spouses; any subsidiaries directly or indirectly controlled by the Vendor/Bidder; and any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the Vendor/Bidder, other than a candidate committee, election fund, or political party committee.

"Reportable Contributions" are those contributions that are required to be reported by the recipient under the "New Jersey Campaign Contributions and Expenditures Reporting Act," P.L. 1973, c.83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-10.1 et seq. As of January 1, 2005, contributions in excess of $300 during a reporting period are deemed "reportable."

Name and Address of Committee to which a Reportable Contribution was made	**Date of Reportable Contribution**	**Amount of Reportable Contribution**	**Contributor's Name**
Indicate "NONE" if no Reportable Contribution was made.			
		$	
		$	
		$	
		$	
Attach additional sheets if necessary			

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of **my** agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

_____ _____
Signature **Date**

_____
Print Name and Title

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

___ - ___ - ____

or

Employer identification number

__ - _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	**Signature of U.S. person**	**Date**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

UNION COUNTY EDUCATIONAL SERVICES COMMISSION

45 CARDINAL DRIVE
WESTFIELD, NEW JERSEY 07090-3316
Telephone: (908) 233-9317 x1016, 1017, 1018, 1019, 1020
Transportation Department

TO: BUS CONTRACTORS

FROM: ALYSSA HILLIARD – TRANSPORTATION DEPARTMENT

DATE: APRIL 4, 2025

RE: DEPARTMENT OF EDUCATION REQUEST FOR INFORMATION

Please see the attached spreadsheet that needs to be completed by your company.

Information is to be provided for <u>ALL Drivers and Aides.</u>

The following information is required:

- **First Name**
- **Last Name**
- **Date of Birth**
- **Date of Hire**
- **Gender (Male or Female)**
- **Race/Ethnicity (Place a check in the appropriate column)**
  - **This is either YES or NO for Hispanic or Latino.**
  - **If NO, please pick one of the following:**
    - **American Indian**
    - **Black**
    - **White**
    - **Asian**
    - **Pacific**

If you have any questions, please contact our office. Thank you.

			If you answered **No** to Hispanic/Latino enter one of these choices :							
First Name	Last Name	Hispanic/ Latino Y or N If NO, Please choose from the next column	1- American Indian	2- Black	3- White	4-Asian	5-Pacific	**Gender** Male or Female	Date of Birth	Date of Hire with your company

			If you answered **No** to Hispanic/Latino enter one of these choices :							
First Name	Last Name	Hispanic/ Latino Y or N If NO, Please choose from the next column	1- American Indian	2- Black	3- White	4-Asian	5-Pacific	**Gender** Male or Female	Date of Birth	Date of Hire with your company

			If you answered **No** to Hispanic/Latino enter one of these choices :							
First Name	Last Name	Hispanic/ Latino Y or N If NO, Please choose from the next column	1- American Indian	2- Black	3- White	4-Asian	5-Pacific	**Gender** Male or Female	Date of Birth	Date of Hire with your company