**FY FY23/24-07**

**THE EDUCATIONAL**

**SERVICES**

**COMMISSION OF**

**NEW JERSEY**

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**BID SPECIFICATIONS**

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**THE EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY**

BOARD OF EDUCATION

**MIDDLESEX**

COUNTY

**2023-2024**

SCHOOL YEAR

**BID SPECIFICATIONS**

**FOR**

**PUPIL TRANSPORTATION SERVICES**

**TO AND FROM SCHOOL**

**BID NUMBER—23/24-07**

**AUGUST 22, 2023**

**LEGAL NOTICE**

**SPECIFICATIONS**

**PRESCRIBED QUESTIONNAIRE**

**STOCKHOLDER’S DISCLOSURE STATEMENT**

**AFFIRMATIVE ACTION QUESTIONNAIRE/STATEMENT**

**NON-COLLUSION AFFIDAVIT**

**BID SHEET**

**REQUIRED FORMS**

**TO:**  TRANSPORTATION BIDDERS

**FROM:** Anthony La Marco

Business Administrator/Board Secretary

**DATE:** AUGUST 11, 2023

**RE:** **Transportation Route Specifications –**

**FY23/24 FALL ROUTES/FIELD TRIPS/FIRLD TRIPS**

**Bid No.23/24-07**

**BID OPENING:**  **AUGUST 22, 2023 @ 9:00 a.m.**

**ESCNJ Professional Development Academy Media Center**

**1690 Stelton Road**

**Piscataway, NJ 08854**

Enclosed please find the General Specifications and Transportation Route Information.

The following items must be submitted with each bid:

1. Transportation Bid Sheet (Available on Electronic media).

No other bid sheets will be accepted**. The last page must be signed and dated in order**

**for the bid to be accepted.**

1. Cashier's Check, Certified Check, or Bid Bond for 5% of route(s) bid.
2. Consent of Surety. To be obtained from your bonding company.
3. New Jersey Business Registration Certificate. This must be on file with the Commission at start of each year.

5. Stockholders or Partnership Disclosure Statement.

6. Non-Collusion Affidavit.

7. Evidence of Affirmative Action/Equal Opportunity Employment Compliance.

8. Prescribed Form of Questionnaire.

9. Political Contribution Disclosure Form C. 271

10. Disclosure Investment Activities in Iran

The following requirements need to be submitted only once per school year.

1. Insurance Certificate
2. Omnibus Transportation Employee Testing Compliance Act.
3. Statement of Assurance- School Bus Annual Certification
4. Mantoux Testing Compliance
5. Fingerprint Compliance
6. CDL Compliance
7. Adden #1/Background check for child abuse and sexual misconduct(if not done in June bid)

**Educational Services Commission of New Jersey**

## TRANSPORTATION DEPARTMENT

## 1690 Stelton Road

**Piscataway, New Jersey 08854**

**Telephone: (732) 777-9848, ex1 Fax: (732) 777-0310**

[**http://www.escnj.us**](http://www.escnj.us)



LEGAL NOTICE

SEALED BIDS FOR: Cooperative Pupil Transportation Routes

for the :

**FY23/24 FALL ROUTES/FIELD TRIPS/FIELD TRIPS**

**Bid No.23/24-07**

Will be received, opened and contents publicly announced at the ESCNJ Professional Development Academy Media Center,1690 Stelton Road, Piscataway, New Jersey at **9:00 A.M**. prevailing time on AUGUST 22, 2023.

Specifications may be obtained on our website [www.escnj.us](http://www.escnj.us) or at the above office.

Bidders are required to comply with the requirements of P.L. 1975, c.127. (N.J.A.C. 17:27)

The Educational Services Commission of New Jersey reserves the right to waive any informality in or to reject any and all bids. The Educational Services Commission of New Jersey may reject any or all of the bids on any basis and without disclosure of a reason. The failure to make such a disclosure shall not result in accrual of any right, claim, or cause of action by any unsuccessful bidder against The Educational Services Commission of New Jersey.

The Educational Services Commission of New Jersey reserves the right to accept any

bid meeting specifications regardless of price. The Commission also reserves the right to

accept any portion of the bid, waive any irregularities in bidding, and to proceed in any

manner considered in its best interests. Your submission of a bid is your express acknowledgement of your understanding and acceptance of these terms.

Anthony La Marco

Business Administrator/Board Secretary

Date: AUGUST 11, 2023

**ATTENTION**

1. Please review your **BID PACKAGE/BID BOND** amount carefully and fill out your forms correctly to prevent your bid from being rejected. Please use the **REQUIRED FORMS** in this bid package to make sure you have submitted all required forms. **ONLY** use the bid sheets provided in this bid package **(DO NOT CREATE YOUR OWN BID SHEETS OR USE OLD BID DOCUMENTS FROM PREVIOUS BIDS WHICH HAVE NOT BEEN CURRENTLY FILLED OUT OR CURRENTLY NOTARIZED. IF YOU CREATE YOUR OWN BID SHEETS OR USE PREVIOUS BID DOCUMENTS YOUR BID WILL BE REJECTED).**
2. **YOUR BID WILL BE REJECTED WITHOUT ALL REQUIRED DOCUMENTS INCLUDED IN YOUR PACKAGE AT TIME OF BID, WHETHER THE FORMS ARE APPLICABLE OR NOT.**
3. **ALL DOCUMENTS MUST BE SIGNED AND FILLED OUT COMPLETELY AT TIME OF BID or your bid will be rejected.**
4. Photos of your bid sheet sheets in PDF format or any other format will not be accepted, and your bid will be rejected.
5. Please do not bid on routes if you do not have the **PROPER VEHICLE TYPE**. Again, please review your bid sheets carefully before you submit your bid package.
6. All vehicles must be student bus inspected and insured **BEFORE YOU BID.**
7. Make sure you do not **OVER BID** on the routes available. This means you need to be able to run each route you bid on if you are the lowest bidder at time of bid.
8. **TO ALL THE LOWEST BIDDERS, ANY BIDDING ERRORS, OVER BIDDING, BUSES NOT INSPECTED BEFORE BIDDING, NO INSURANCE, and NO DRIVER/AIDE CERTIFICATION ETC., YOUR BID WILL BE REJECTED, AND YOUR BID BOND COMPANY WILL BE CONTACTED IMMEDIATELY. Also, you will be responsible for any additional costs that would occur from these actions.**
9. All bid documents must have your ***contractor code*** listed. (not your criminal history code)

If you do not have a contractor code, you must contact the Office of Student Transportation

to receive a this code. (<https://www.nj.gov/education/finance/transportation/>)

1. There will be no ***EXCEPTIONS*** to the above requirements.

**GENERAL PROVISIONS**

After an award of a contract, and if the contractor fails to comply with these provisions, it will result in the assessment of a penalty as set forth in PART 2, Breach of Contract/Penalties.

1. All contractors shall comply with current applicable New Jersey Statutes, New Jersey Administrative Code, as well as all policies and procedures of the ESCNJ Board of Directors governing pupil

transportation.

1. The term of the contract shall, in general, be from July 1st to August 30th and September 1st to June 30th according to the school calendar. Pupil transportation contracts are deemed to include all the rules and procedures pertaining to pupil transportation though not expressly stated.
2. It is the intent of **The Educational Services Commission of New Jersey (hereafter referred to as “the Commission”)** to award a contract for transportation as soon as possible after the date set for the opening of bids and to require the successful contractor to provide transportation in accordance with these specifications and with the school calendar. The school calendar, copy attached, is part of these specifications and of the contract. **The Board of Directors reserves the right to waive any informalities or to reject any and/or all bids. The Board of Directors reserves the right to make awards in the best interest of the Commission, or the District being served by the award.**
3. Starting dates, closing dates, early dismissals, recesses and holidays during the school year

may vary with each public school as well as private schools, and will not necessarily coincide. It is the responsibility of each bidder to acquaint themselves with the calendar(s) of those schools for dismissals, in-service programs, High School examination week, detours, extra sessions, etc. Bidding will be based on the FY24 school calendars of the schools the pupils are attending. Additional trips for ½ days, early dismissal, ect are built into the calendar a therefore part of the contract, and will not be paid additionally.

1. The successful bidder will be considered an independent contractor and shall not be deemed to be an agent, servant, employee, or representative of the Commission.
2. As authorized by the Commission, only enrolled, eligible public and private school pupils, adults serving as chaperones or school personnel shall be transported. The vehicle(s) assigned to the routes specified herein shall not be utilized for other purposes during the time periods designated by the route descriptions.

7. No transportation contract shall be subcontracted, sublet, sold, transferred, assigned, deleted or in any

fashion whatsoever, dispose of his interest under any contract or any portion thereof to any other person,

firm or corporation without the prior written consent of the Commission. Any such assignment or

transfer shall be void and may result in the termination of the contract. No contractor can negotiate with

a district to lower cost of our bid after award as contracts are with ESCNJ and the contractor.

8. Bids are to be placed in a sealed 10 X 13 envelope and plainly marked, **BID FOR PUPIL TRANSPORTATION SERVICES, THE EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY** and presented to the board in session, authorized committee, designated official or employee of the Commission. The board or designated official shall unseal the bids in the presence of the parties bidding and publicly announce the contents. **Bids will be received at The ESCNJ Transportation Department, 1690 Stelton Road, Piscataway, New Jersey up to 9:00 a.m. prevailing time on AUGUST 22, 2023.**

9. If awarded a contract, your company/firm will ensure compliance with all federal, state and local regulations and will certify such compliance to the Commission upon request.

1. The Board of Education reserves the right to transfer transportation contracts awarded under these specifications to another Board of Education, without any modification in the contract terms.
2. If any litigation should arise between the Board of Education and the successful bidder pursuant to the award of this contract, the venue for any suit shall be laid in the Superior Court of New Jersey, Law Division, in the county where the Board of Education administering the contract is located.
3. At the start of the school year and after the award of the bid and before the start of the contract, the contractor shall submit:

* roster of the drivers’ and aides’
* copies of drivers’ licenses
* copies of drivers’ abstracts
* social security numbers
* verifying fingerprint compliance with a valid copy of the state blue seal for drivers and aides
* valid copy of medical certificate
* proof of TB test

This roster must be updated throughout the school year as employees are hired and/or terminated. Failure to provide this information will cause award to go to the next lowest bidder and contractors bond will be sought for any addition cost to the district and will result in the assessment of a penalty as set forth in section 2 under Breach of Contract/Penalties.

1. In the event the student for whom transportation is temporarily not required and /or is the last or only student remaining on the vehicle/route, the district reserves the right to suspend transportation for a maximum of (20) school days or cancel the contract as deemed appropriate. The per diem shall not be paid during the period of the suspended transportation.

**VEHICLES**

After an award of a contract, and if the contractor fails to comply with these provisions, it will result in the assessment of a penalty as set forth in PART 2, Breach of Contract/Penalties.

1. Transportation equipment shall meet all current specifications in accordance with Federal and State law, the rules of the State Board of Education, and any additional specifications of this District’s Board of Education, a copy of which may be secured at the office of the County Superintendent of Schools, and the additional specifications, policies and procedures of The ESCNJ Board of Directors governing pupil transportation set forth herein, as well as the Division of Motor Vehicles (DMV) laws regarding school vehicles.

2. The contractor shall provide and maintain an adequate number of school buses, including spares, to

safely transport any and all students assigned to the routes contained in this bid and to assure

uninterrupted service in the event of mechanical breakdown.

3. Vehicle chassis shall be no older than 12 years for the year the route is running (i.e. a vehicle running a

route in FY24, must be 2012 or newer regardless of what year the route was originally bid) with a

capacity as specified on the individual route sheet appended to these specifications.

4. All students under 8 years or 80 lbs. transported in a non-yellow school bus without lights must be in a

booster or car seat per state law.

5. The vehicle(s) assigned to the routes specified herein shall not be utilized for other purposes during the time periods designated by the route descriptions. Vehicle(s) shall arrive and/or depart the assigned school(s) as indicated on the enclosed route description(s).

6. Vehicles will be marked with contractor’s name on both right and left side with minimum 3" height letters. No magnetic and / or removable signs may be used.

7. 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 commission’s transportation department must be notified of replacement vehicle(s) used if vehicle(s) will be used more than one (1) working day.

8.All buses must have mobile communication, either two-way radio or cellular phone system. Cell phones

are not to be used while the vehicle is in motion. The contractor must be able to maintain

communication with the transporting vehicle at all times. Use of cell phone during operation of a

vehicle shall be grounds for driver disqualification and penalty.

1. Interiors of vehicles are to be cleaned daily; exteriors to be kept in clean condition as weather permits.
2. Prior to bidding and during the course of any contract, the contractor shall provide that

transportation equipment has been properly registered by the Motor Vehicle Commission and

meets all current specifications in accordance with Federal and State law, the rules of the State

Board of Education and any additional specifications of The ESCNJ. Prior to bidding, the

contractor shall provide that all vehicles have been inspected, and during the course of the contract

shall provide that all vehicles shall systematically be inspected twice within the year, by the Motor

Vehicle Commission School Bus Inspection Unit, and shall display a school bus certification

inspection sticker to ensure that such vehicles and equipment are in safe and proper operating

condition. The ESCNJ retains the right to approve or disallow any vehicle used on an ESCNJ route.

1. Student harness use will only be in a 16 passenger yellow bus and up, not a 7 passenger.
2. 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

Transportation Director, the overall condition of the vehicle in question is unsatisfactory, she/he

can require the removal of the vehicle from the route. Failure or refusal to do so by the contractor

is deemed a breach of contract and will result in the assessment of a penalty as set forth in section 2

under Breach of Contract/Penalties.

1. Any and all school vehicles shall be equipped with a surveillance system to record audio and visual activities while the bus in service for the ESCNJ. (see additional instructions on page 48)

* The audio/video must be digitally recorded on a device that can be removed to be viewed remotely or transferred to DVD. (hard drive or video card)
* The monitoring software must be able to record and review incidents of up to two weeks prior.
* All vehicles must display a notice inside indicating that an audio & video surveillance system is in use at all times.
* All vehicles must be equipped to automatically begin recording once the vehicle is in service to eliminate driver error.
* If a request is made by the ESCNJ to view videos from a specific vehicle, the contractor must possess additional storage devices to replace the one being reviewed to ensure continuous recording on the vehicle until the original device is returned.
* All recordings shall be maintained for a period of time of at least 15 business days.

1. The contractor must provide the ESCNJ with a written list indicating license plate numbers of all contracted route vehicles and the names of all drivers within twenty (20) days of a contract award. Any changes involving a vehicle or driver must be reported immediately in writing to the ESCNJ when a change is made.
2. The ESCNJ 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.
3. It is the responsibility of the contractor to provide car seats, booster seats, and harnesses at the time of bid and as the need arises during the period of the route contract.
4. The Educational Services Commission of New Jersey will not reimburse the contractor for the cost of repairs for any damages to the vehicles by students or other occurrences.
5. All buses are to be equipped with Crossing Control Arms.
6. The bus company must have a contact person available from 6:30 a.m. to 4:30 p.m. on school days in case of emergency or other problems
7. All vehicles must be smoke free. Smoking in the vehicles shall be prohibited even if students are not present.
8. Vehicle(s) shall arrive (10) minutes before school begins and/or depart the assigned school(s) as indicated on the enclosed route descriptions. If times are changed after the award of the bid, route will be rebid with new times.
9. All vehicles with a seating capacity of 16 passengers or more shall be equipped with a child reminder system device, which requires the driver to inspect the vehicle prior to ending the assigned transportation route. This device shall be located in the rear of yellow buses and require the driver to manually shut off the warning device once the vehicle has been inspected for remaining passengers. Drivers are required to inspect vehicles before leaving receiving schools and after the last passenger is dropped off at home**.**

**ACCIDENT / INCIDENT / STUDENT LEFT UNATTENDED REPORTING**

After an award of a contract, and if the contractor fails to comply with these provisions, it will result in the assessment of a penalty as set forth in PART 2, Breach of Contract/Penalties.

1. Contractors shall ensure that every school bus driver will: a) immediately inform the principal(s) of the receiving school(s) and the school business administrator or designee of the district board of education providing the transportation following an accident which involves an injury, death, or property damage, b) complete and file the accident report as prescribed by the Commissioner of Education and deliver it to the principal(s) of the receiving school(s) by the conclusion of the next working day, and c) deliver the report to the school business administrator or designee of the district board of education providing the transportation after it is signed by the principal(s) of the receiving school(s) in accordance with *N.J.A.C.* 6A:27-12.2. In addition, the driver must also complete and file a motor vehicle accident report in accordance with *N.J.S.A.* 39-4:130 (10 DAYS).
2. The contractor will be responsible for verbally reporting all accidents involving a vehicle under contract with the Commission. Immediately contacting the Commission and police following each accident in accordance with bid specifications. Contractors must contact all parents of students who are riding.
3. Every owner/operator of a school vehicle shall immediately inform the administrator or principal of the receiving school and the chief school administrator of the district board of education providing for the transportation or their designee following an incident in which it has been determined that a student has been left unattended on the school bus at the end of the route. School district or school bus contractor personnel who discover, or to whom it is reported, that a student has been left on a school bus shall immediately report the incident to the owner/operator of the vehicle. A student is considered to have been left unattended on the school bus at the end of the route when the driver has left the vicinity of the bus.

**DRIVERS & AIDES**

After an award of a contract, and if the contractor fails to comply with these provisions, it will result in the assessment of a penalty as set forth in PART 2, Breach of Contract/Penalties.

1. The driver/aide shall be a reliable person of good character who shall possess the qualifications and

communication skills (all drivers must speak fluent English) necessary to perform the duties of the

position, and comply with the rules set forth for drivers in all federal, state and local regulations

including, but not limited to, the Omnibus Transportation Employee Testing Act, NJSA 18A:39-17

through 20, background check, and tuberculosis testing.

2. If a student assigned to a special education route is not present at the assigned bus stop for three

consecutive days, the bus driver shall submit attached form and report this absence to the ESCNJ.

3. The bus driver shall be in full charge of the school bus at all times and will be required to file a

written report of unmanageable students to the ESCNJ on the prescribed Student Conduct Report form.

1. At the beginning of each day and at the end of daily operations, drivers shall complete a Vehicle Condition Report which complies with the provisions of Title 13:20-30.7. Copies of these reports will be available to the ESCNJ upon request.

5. If, in the judgment of the ESCNJ transportation, any driver/aide assigned to a vehicle operating under

a contract awarded by this bid shall be deemed to be an unsuitable person for their position because

of lack of skills necessary to perform their duties, inability to control students, failure to comply

with the rules and regulations, incapacity, unbecoming conduct, or other good cause, the contractor

may be required to remove the driver from the route or all district routes.

6. Drivers shall pick up all students on residence side, except on one-way streets. If the pupil 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 pupil shall be escorted across

the street to and from the vehicle if needed.

7. Drivers/aides must maintain proper behavior, control, safety, patience and common sense when dealing with

school personnel, parents and members of the community. Safe and efficient transportation is our primary

objective.

8. Drivers/aides must never accept medication for any students from parents or school personnel.

9. Drivers/aides must be completely familiar with emergency procedures including, but not limited to,

emergency school bus evacuation drill procedures. In the case of an emergency, the school bus

driver and aide must initiate and carry out all emergency procedures.

10. Drivers must not move their vehicle until all children are properly seated. Students are required to

wear seat belts.

11. Drivers/aides must show good judgment when stopping fights or any other student actions that may bring

harm to the students. No physical or verbal abuse should ever be used in resolving a dispute or altercation.

Drivers/aides should not touch the students. Drivers/aides should immediately seek assistance from school

personnel or police if necessary.

12. Drivers/aides shall ensure that no one smokes, eats, drinks, or gifts are given to students.

13. Drivers must pick up and deliver students to their designated address only. Any change of pick up

or drop off must come from the ESCNJ.

14. Drivers must transport only students assigned to their routes. No unauthorized passengers,

including but not limited to children of drivers and parents of pupils, are permitted on our buses at

any time without the prior written consent of the ESCNJ.

15. Any driver/aide against whom a complaint is filed by any party with the New Jersey Division of Child

Protection and Permanency (DCPP) will be immediately removed from the route in question pending the

outcome of the investigation. Depending upon the severity of the charge, the ESCNJ may require

that the driver be removed from all routes under contract with the ESCNJ pending the outcome of

the investigation.

16. It is the driver’s responsibility, on routes where there is no assigned aide, to properly secure the student(s)

into car seats, booster seats, safety vests, harnesses, wheelchairs, ect.

17. Drivers/aides must check the bus each day for items left by students and turn such items into the school

office, your dispatcher, or lot manager. They must also check that all assigned students are

accounted for; and check for missing students, especially in the p.m. Drivers must also check their

vehicles after each run for sleeping pupils or ant student who have remained on the bus.

18. The driver/aide shall not use any portable electronic devices while driving or riding, including but not

limited to cell phones, IPODs, IPADs, MP3 players or any other device requiring the use of headphones or

ear buds, or speaker phones while students are on board.

19. The aide’s duties shall include but not be limited to the following:

(a) Assisting pupils on and off the vehicle and to and from their seats. In special cases,

assistance may be necessary to and from the front door of the pupil’s residence and the

entrance of the school of attendance.

(b) Buckling pupils in seats and insuring that they remain buckled.

(c) Assigning seats and insuring pupils are directed to their specific seat.

(d) Aides shall know their route(s) thoroughly and have a copy of the route with the students’

name and address on the vehicle all the times.

(e) Aides must maintain safety standards and procedures while students are on the bus and

assist and direct pupils in observing good safety habits, to avoid any disputes, altercations, or unwanted

contact between students.

(f) Aides and their drivers must keep a compatible working relationship. Safe and efficient

transportation is our primary objective.

(g) Aides must check school vehicle from front to back to assure that there are no sleeping

students, or students who have remained on the bus.

20.The contractor shall supply a substitute aide if the regular aide is unavailable on a particular day.

21.The drivers must be familiar with their assigned routes and are required to do a test drive of each

route before the first day of the routes.

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

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 total per diem cost.

If the services for the aide are no longer needed after the route has begun, considerations for the

reductions in the contract will be separate from those involving route mileage adjustments.

If an aide is required on a route during the course of the year, and the district does not wish to supply the aide, 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 and the re-bidding of the contract.

The Commission 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 the district hiring the aide. The Commission and/or district can require the contractor to supply this information.

Aides hired by the contractor to be used on Commission routes will be required to attend any

applicable in-service workshop(s) conducted by the Commission. Sufficient notice will be

provided. Written attendance report(s) for aides will be required.

**REPORTING WEAPONS, DRUGS OR ALCOHOL**

After an award of a contract, and if the contractor fails to comply with these provisions, it will result in the assessment of a penalty as set forth in PART 2, Breach of Contract/Penalties.

If a student is suspected of possessing a weapon, drugs, or alcohol while either on a school vehicle or while entering/exiting a school vehicle, the driver and/or aide should carry out the following procedures:

* Remain calm and do not alert the other students on board or confront the student
* Driver should radio base immediately to report a “Code Red” and report exact location of vehicle
* Base should immediately notify local police in the town the vehicle is located in
* Driver should pull over and inform the students of a possible vehicle problem and await police assistance
* Base should immediately notify the receiving school and The ESCNJ Transportation Department
* A detailed report is to be completed and submitted to The ESCNJ when driver/aide returns to base

**COUNTY SUPERINTENDENT APPROVAL**

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

**PRE-SCHOOL & HANDICAPPED**

After an award of a contract, and if the contractor fails to comply with these provisions, it will result in the assessment of a penalty as set forth in PART 2, Breach of Contract/Penalties.

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

a. Children under 18 months of age must be in federally-approved car seats riding anywhere in

the vehicle.

b. Children between 18 months and three years of age must be in a child safety seat if they are

riding in the front seat and must be secured by a child safety seat or a 5-point harness if

riding in the rear seat.

c. 2003 Administrator/Board Secretary to contact my office.

more than 3 days our office is to be notified immediately.fice immChildren between 3 and under 5 years of age must be secured by at least a 5-point harness or

the vehicle seat belt when riding anywhere in the vehicle.

d. There will never be more children in a vehicle than there are child restraints and seat belts.

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

1. Contractors are required to contact parents/guardians of children on Special Education routes when the bus will be late by 10 minutes or more in arriving for pick up or drop off. The Commission must also be notified.

3. All “door to door” students are to be released once it is determined that they are in custodianship of the

guardian or inside the premises of the designated stop.

4. All “door to door” Special Ed routes are to be equipped with air conditioning.

5. Special Education routes may have additional equipment assigned to it based on the student’s IEP. It

shall be the contractor’s responsibility to retrieve all related equipment upon the end of the student’s

school year. In the event any assigned equipment is misplace and not returned, the contractor will be

responsible for reimbursement.

**LIQUIDATED DAMAGES**

As there is no way of determining the Commission’s loss or the economic impact on the Commission’s reputation and contracts with third parties, the parties agree that failure to properly inspect a vehicle for students, resulting in said students not being dropped off at the receiving school or home shall result in liquidated damages of $1,000 and the permanent termination of driver and aide (if applicable) from any present or future Commission route. These damages shall be paid in addition to any other remedy available to the Commission.

**PAYMENT TERMS**

1. Payments to contractors shall be made **AFTER THE** last Friday of the month **following** **the month** service was performed. Payments will be made in monthly installments, provided an appropriate Route Certification is submitted following the approval of the Board of Directors at its regular business

meeting (i.e. September to be paid at the end of October).

2. The contractor shall execute the contract and submit it to the Commission (within 10 days) with all required related documents in order for the Commission to comply with the time line (30 days) for submission of contracts to the County Superintendent. Failure to do so may result in a delay in the scheduled payment of services. Contractors shall visit the Department of Education’s Student Transportation website to become familiar with the contract to be executed.

3.Each vendor must sign a Monthly Statement each month, showing per diem rate and the number of days transportation was provided for that month. A payment deduction of the per diem rate may be made for failure to provide scheduled service on any day in the month. Certification is to be completed on the official The Educational Services Commission of New Jersey Voucher, which must be signed and submitted to the Board Secretary at **The** **Educational Services Commission of New Jersey, 1690 Stelton Road, Piscataway, New Jersey 08854, by the fifth (5th) of the month following the month in which services were rendered. All Certifications will be audited and must be approved by The Educational Services Commission of New Jersey at its monthly meetings.**

4.The final payment for the school year will be made after all end-of-the-year reconciliations have been completed.

5. Per diem contracts will be calculated on the actual number of days transportation services were

performed.

6. Payments are subject to approval by the Board of Directors. Therefore, payments may be delayed

depending on the Board’s meeting schedule.

**EMERGENCY PROVISIONS**

1. In the event the school is closed due to inclement weather or other emergencies, the contractor shall be

notified as soon as possible by the public school authorities providing transportation. Contractors must

listen to school closing announcements broadcast over the local networks.

2. It is the contractor’s responsibility for establishing communication channels for parent notification if the special education school closes for inclement weather.

In an emergency where the contractor cannot meet the schedule, or if the school has a change in schedule, the party responsible for any change shall immediately notify the other party.

3. In the case of inclement weather closing only, pupils will not be transported if the resident district closes. The route must be operated for districts that remain open. It is the responsibility of the contractor to coordinate delayed openings and contact parents in the event transportation is delayed due to inclement weather.

4. Any expenses of the contractor resulting from the contractor not following protocol with respect to monitoring school closings during weather related emergencies will not be the responsibility of The ESCNJ.

**BASIS OF BID AND ADJUSTMENTS**

1. The bidder shall submit the bid in the format provided, on an electronic form (CD/flash drive) only.

Bids shall be submitted on a per diem basis as indicated on the bid sheet. All bids will need to be

checked before submission for accuracy. A hard copy printed from the electronic submission

will need to be signed and submitted with all bids. All other bid sheets will not be accepted.

1. If any change in the described route results in increased or decreased miles, the amount of the contract

shall be adjusted as specified in the bid. If the increase/decrease cost is zero (0), you must enter zero (0)

on the bid sheet. The increase/decrease amount shall not exceed $3.50 per mile. Bids which do not

include an adjustment amount will not be accepted.

3. The net result of any mileage adjustments to a nonpublic school transportation contract shall not exceed the maximum cost per student in accordance with N.J.S.A. 18A:39-1a. Calculations to determine the per pupil cost shall include all students on the route, public and nonpublic.

1. Deadhead miles are not to be considered. In the event of emergency pupil additions which do

qualify for extended mileage compensation, the contractor will have 10 calendar days from the day the

additional transportation started to notify the Commission of the exact mileage extension beyond the

original route miles and 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 their right to an

increase, subject to the Boards discretion. Similarly, if the Commission requests a mileage reading on a

route where pupil deletion(s) may entail a cost reduction on the route, the contractor has 5 calendar days

from the date of the Contractor’s notification of the deletion to supply the Commission with this

information. In the absence of this information, after the prescribed time limit, the Commission alone

will determine mileage and any necessary reduction in contractual payments.

1. All addenda for increases must be bonded before being returned to the Commission for approval.

Personal bonds may be used for addenda and temporary routes only.

6. The contract to be awarded will contain a specific provision that in the event the number of pupils

to be transported shall increase beyond the estimated base number, there will be no charge for

these additional pupils until the legal capacity of the vehicle(s) to be used is reached; and if the

number of pupils 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 the next paragraph.

Refusal of the contractor to accept additional 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. The bid

shall also stipulate the additional cost per Pupil Mile for individual extensions of this route which are in

excess of 10% of the pupil mileage originally established by these specifications. Please note that Pupil

Mile is to be considered synonymous with Route Mile, i.e., the distance the vehicle travels while

transporting pupils.

7.Please include an aide cost for all the routes in the bid. Disregard whether an aide is needed or

not at the time of the bid as an aide might be needed at a later date.

8. The Contractor must submit their Certificate of Liability Insurance, Workman’s Compensation

Insurance, Affirmative Action Certificate, Business Registration Certificate, list of vehicles, vehicle registrations, drivers name with their D/L#, Aide’s name, SSI#, proof of fingerprinting compliance and proof of drug testing prior to submission of your bid. Your vehicles must be student bus inspected before you qualify to bid. Should the bidder bid without vehicles being inspected your bid bond company will be notified and result in a penalty.

9. 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 cost for the aide and the route in the appropriate places on the bid sheet. In cases where there are two or more bids of equal amounts that are also the lowest bids for a particular route, the increase decrease cost for mileage will be used as the "tie-breaker”. Should the increase/decrease tie-breaker cost be the same amount the route will be rebid.

**INSURANCE COVERAGE**

1. Unless otherwise specified by the Commission, the contractor shall provide automotive liability insurance in the amount of **$3,000,000** combined single limit per occurrence. Bidders will be required to provide, with the bid, evidence of their ability to obtain the required insurance coverage. A current certificate of insurance for the duration of the contract is to be presented by the successful bidder. If the insurance certificate does not cover the entire fleet, then the covered vehicle must be specified on the form or on an attached list signed by the insurance company. The certificate of insurance must name the contracting Board of Education as an additional insured party to the policy covering liability and property damages. The actual insurance contract filed with the Commission, must, at the time of the contract, have this additional endorsement stated in writing as follows: *The Educational Services Commission of New Jersey is included as an additional insured party with respect to transportation services provided by the named insured*. The Certificate of Insurance must be accompanied with the actual Policy Endorsement granting The Educational Services Commission of New Jersey the additional insured status. Failure to comply with this request may result in routes from the bid not being award and termination of routes currently in existence. The successful bidder’s insurance company shall forward notice to The Educational Services Commission of New Jersey, in the event of cancellation of the policy, thirty (30) days prior to the date of termination of the coverage specified. Failure to maintain coverage shall be cause for termination of this agreement.
2. The contractor will protect, defend, and save harmless The Educational Services Commission of New Jersey from any suits or actions of every nature and description brought against it for or on account of any injuries or damages received or sustained by any party or parties by or from any acts of the contractor, its servants or agents as a result of the performance of the contract.

3. No unauthorized personnel, including but not limited to children of drivers/aides and parents of pupils, may ride the vehicle at any time while it is in transit with pupils without the express written consent of the Commission.

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

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

**REMEDIES**

The successful bidder upon failure or refusal to execute and deliver the contract and bond required within 14 days after receiving a completed contract from the Commission, may forfeit to the Board of Directors as liquidated damages for such failure or refusal, the security deposit with his bid for that route(s). The bidder agrees to notify the Commission of its intention to perform the contract in writing within five (5) days of written notification of award. In the absence of such notification, the Commission may award the contract to the next lowest bidder without liability.

The Commission shall have the right, at its option, to elect, to proceed, to forfeit or to collect upon the bid bond or security as liquidated damages, or at its sole option to elect, to proceed or to collect all compensatory damages arising from the contractor refusing to enter into a written agreement with the Commission, including consequential damages.

**BID GUARANTEE**

1. Each bid shall be accompanied by a bid bond, cashier’s or certified check for five percent (5%) of the amount of the annual contract cost, but in no case may the certified check, cashier’s check or bid bond exceed $50,000.00. No other form of guarantee is authorized. This guarantee shall be made payable to the Commission. Such deposit shall be forfeited upon refusal of a bidder to execute a contract; otherwise, checks shall be returned when the contract is executed and a surety (performance) bond is filed with the Commission. The bid security check for all unsuccessful bidders, except for the three lowest bidders, will be returned within 10 days after the bid opening (Saturdays, Sundays and holidays excepted). The annual contract amount of per diem contracts shall be calculated by multiplying the total

per diem cost by 180 days.

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

**PERFORMANCE GUARANTEE**

1. A Corporate surety (performance) bond in an amount equal to the annual amount of the contract shall be required of the successful bidder. Each bid shall be accompanied by a Prescribed Form of Questionnaire, included in these specifications. The bond to be provided for per diem contracts shall be equal to the total per diem bid multiplied by the actual number of days in the school calendar or 180 days.

2. If personal bonds are permitted by these specifications, a contractor who submits a personal bond will ensure that the bondspersons providing the performance guarantee provide a list of all school districts in which they are bonding contracts and the amount of the contracts bonded. Additionally, evidence of the value of property listed as security be provided upon request.

3. All monies due a contractor for a particular route may be withheld until the contractor has satisfied all bonding requirements for the route.

4. Failure to procure proper bonding will result in the filing of a claim against your bid bond, or the cashing in of the cashiers or certified check and will be cause to award the bid to the next lowest bidder, or re-bid the route, at the discretion of the ESCNJ.

**BREACH OF CONTRACT/PENALTIES**

1. In the event the contractor fails to provide service in accordance with these specifications and stated requirements, the contractor shall be considered in breach of contract. Cancellation of the contract and/or enforcement of contractor’s performance bond may result, in the sole discretion of the Commission.

2. In the event the contractor fails to provide service in accordance with these specifications and state requirements, the contractor will be considered in BREACH OF CONTRACT. The contractor shall be subject to penalties and or route forfeiture as set forth herein. The ESCNJ, in its discretion, may cancel the contract and enforce the performance bond after the third offense or any serious offense that in opinion of the ESCNJ constitutes a serious health or safety hazard risk. In the event of any route forfeiture or termination of the contract, the contractor and the surety bond provider shall be obligated to cover any excess costs incurred by the ESCNJ as a result of its assumption of, or provision for, the services required under the contract. For serious contract violations, the ESCNJ may notify the contractor of its intent to consider disqualification of the contractor from bidding with the commission for a period of three years.

3**.** The successful bidder, if upon inspection and verification after an award of a contract, a contractor has been found to have driver(s) without CDL license(s) or improper endorsement(s), no certificate of insurance, no valid vehicle registration(s), no student inspected vehicle(s), and does not have the correct vehicle according to the bid specifications, the ESCNJ reserves the right to seek enforcement of the bid performance bond, cashier’s check or certified check and will cause the route to be re-bid.

4. If, upon inspection and verification, a contractor has been found in violation of the requirements of a particular route, the ESCNJ reserves the right to levy a penalty for each day the contractors is or has been in violation. 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 monies are the contractor, then the contractor will be billed the excess amount.

**TRAINING PROGRAMS**

After an award of a contract, and if the contractor fails to comply with these provisions, it will result in the assessment of a penalty as set forth in PART 2, Breach of Contract/Penalties.

1. The contractor will ensure that drivers and aides are properly trained to perform their duties.
2. The contractor shall administer a safety education program for all permanent and substitute

drivers and bus aides.

**ROUTES**

After an award of a contract, and if the contractor fails to comply with these provisions, it will result in the assessment of a penalty as set forth in PART 2, Breach of Contract/Penalties.

1. Within 10 days of the start of the contract, the contractor shall submit to the Commission a description of the actual streets traveled for routes for the transportation of special education students for which the streets to be traveled are not described by the Commission on the route description contained in the bid.

2. The successful bidder of a route shall complete and submit a Vehicle Information form for

each route within 10 days of the award.

3. The Commission expressly forbids the practice of piggybacking i.e., a contractor transporting pupils other than those designated on the original route list or added to the route on a vehicle carrying pupils whose transportation has been arranged through the Commission. The converse is also forbidden in that no contractor shall transport pupils whose transportation has been arranged through the Commission on vehicles contracted through any other sources (school districts, other Commissions, parents, etc.). A contractor found to be engaging in said practice will face immediate cancellation of the contract on which the infraction occurred and/or a reduction of the per diem cost of the contract 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.

**ROUTE CONSOLIDATION/TERMINATION**

The Commission reserves the right, in its sole discretion, to consolidate transportation routes, including the within contracted route during the term of this Agreement, when, in its discretion, a cost savings may be achieved. In such event the Commission shall notify the contractors involved of its decision to consolidate the affected routes. Thereafter, each of the contractors shall have the opportunity within ten (10) calendar days to submit a sealed bid, on the form contained herein, to the Commission representing the cost to complete the consolidated routes. The Commission shall, within two (2) business days thereafter, award the consolidated route contract to the lower of the two (2) bidders and terminate the existing contract of the higher bidder. If only one (1) contractor or no contractor shall submit a bid for the consolidated routes, in its sole discretion, the Commission may award the contract for consolidated routes to the sole bidder or terminate both consolidated routes and rebid the contract. In the event of a termination, pursuant to this provision, the sole obligation of the Commission shall be to pay the contractor or contractors involved through the date of termination. Thereafter the Commission shall have no further legal obligation to the contractor as the result of said termination.

**MODIFICATIONS**

1. Any modifications to these specifications after the public advertisement for bids and prior to

the scheduled bid opening, will be made known on-line at [www.escnj.us](http://www.escnj.us) and via email.

1. The Commission reserves the right to make modifications of routes subject to the provisions of

the bid and of the rules of the State Board of Education.

**NOTIFICATION**

Contractors are responsible to contact parents of students on Special Education routes. Notification shall include:

1. Driver’s name
2. Pick-up times
3. Drop-off times

Contractors will supply this information to The Educational Services Commission of New Jersey in writing.

Failure to perform said routes after acceptance will result in a penalty of twice the per diem cost of the route. The contractor in question may also have to pay the difference in the amount between their bid and the next lowest bid.

**AFFIRMATIVE ACTION**

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer;

recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. l7:27‑5.2.

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

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions. In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval Certificate of Employee Information Report Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division’s website at [www.state.nj.us/treasury/contract\_compliance](http://www.state.nj.us/treasury/contract_compliance)).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a

compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**.

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

**STOCKHOLDER DISCLOSURE**

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

**BUSINESS REGISTRATION**

1. All bidders are hereby notified that every business organization must submit with their bid a copy their Business Registration certificate, in Compliance with P.L. 2004, c. 57 of the State of New Jersey. This must be on file with the Commission at the start of each school year.

**DRUG AND ALCOHOL TESTING**

1. If awarded a contract, your company/firm will be required to certify to the board of education that you are in compliance with the drug and alcohol requirements of the Omnibus Transportation Employee Testing Act.
2. Failure to comply with all Federal requirements will be considered a default of contract and may result in termination of services.

**BACKGROUND CHECK**

* 1. Prior to any route being awarded and/or started, proof must be submitted to the commission that the driver and aide have received Criminal History Certification or submitted the Criminal History Application in accordance with Title 18A.

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

**TUBERCULOSIS TESTING**

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

**DISCLOSURE OF POLITICAL CONTRIBUTIONS**

1. The contractor is advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271, s.3) if the contractor receives contracts in the aggregate in excess

of $50,000 from public entities in a calendar year. It is the contractor’s responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313- 3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

**BACKROUND CHECK FOR CHILD ABUSE AND SEXUAL MISCONDUCT**

1. The contractor shall ensure compliance with the requirements of N.J.S.A. 18A:6-7.6 through 12 governing child abuse and sexual misconduct checks. Additional information on this requirement is available from the Office of Criminal History Review at:

<https://www.nj.gov/education/crimhist/preemployment/>.

**STATE EMERGENCY AND/OR HEALTH RELATED CLOSURES**

1. The Parties agree that any award made under this bid is nullified to the extent that the District’s schools, on *(the first day of the 2021-2022 school year)* remain subject to the present state of emergency and/or health-related closure and that no payment will be due under the Agreement, under both the terms of the Agreement and P.L. 2020, c. 27, for that day and any following day continually subjected to that same state of emergency and/or health-related closure.

To the extent the District’s schools are subject to the present state of emergency and/or health-related

closure on *(the first day of the 2021-2022 school year)*, but thereafter open so that Contractor’s

services required, the Parties agree that the award will not be nullified as to the days on which

Contractor’s transportation services are required.

1. The Parties agree that any compensation obligation under this award is nullified to the extent the District’s schools are subject to any state of emergency and/or health-related closure for a period longer than three (3) consecutive school days and that the Commission will be under no obligation to provide compensation for any unrendered services caused by same.
2. The Parties agree that to the extent the District’s schools are subject to intermittent health-related closures throughout the 2021-2022 school year, the Commission will only be obligated to compensate the Contractor for services actually rendered.
3. The Parties agree that to the extent the provisions of this award are nullified by any present or future legislation, the Parties will renegotiate this Agreement in accordance with applicable law and the Contractor will abide by any and all Commission requests for documentation, included requests for any insurance coverage for business interruption covering work stoppages.

**BID DOCUMENTS**

**THE FOLLOWING DOCUMENTS MUST BE COMPLETED AND SUBMITTED**

**IN ORDER FOR YOUR BID TO BE CONSIDERED:**

**EVERY BID-----**

**1. Transportation Bid Sheet (no other bid sheet will be excepted)**

**2. Cashier’s Check, Certified Check, or Bid Bond**

**3. Consent of Surety**

**4. Business Registration Certificate**

**5. Stockholder's Disclosure Statement**

**6. Non-Collusion Affidavit**

**7. Affirmative Action Documentation or Questionnaire**

**8. Prescribed Form of Questionnaire**

**9. Political Contribution Form**

**10. Disclosure Investment Activities in Iran**

**FIRST BID OF THE SCHOOL YEAR/BEFORE ROUTE BEGINS AND UP-DATED AS NECESSARY-----**

**1. Insurance Certificate or Evidence of Bidder’s Ability to Obtain the Required Insurance Coverage**

**2. Omnibus Transportation Employee Testing Act Compliance Assurance**

**3. Statement of Assurance- School Bus Annual Certification**

**4.**   **Mantoux Testing Compliance**

**5. Fingerprint Compliance**

**6 CDL Compliance**

**7. Adden #1 / Background check for child abuse and sexual misconduct**

**Coordinated Transportation Services Agency Membership Form**

**(Only CTSA’s and ESC’s if bidding)**

**THE EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY**

**PRESCRIBED FORM OF QUESTIONNAIRE**

**(To accompany bid)**

**SURETY BOND**

**\_\_\_\_\_\_\_ CORPORATE – Consent of Surety Attached**

**\_\_\_\_\_\_\_ PERSONAL − Consent of Surety Attached**

**FAMILIARITY WITH CONDITIONS OF CONTRACT**

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

**Yes\_\_\_\_\_ No\_\_\_\_\_**

**EXPERIENCE OF BIDDER Bid Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**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. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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**Company Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**(Print or Type)**

**Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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**Authorized Bidder’s Name and Title\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**(Print or Type)**

**Authorized Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**THE EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY**

**STOCKHOLDERS DISCLOSURE STATEMENT**

**(To accompany bid)**

**ALL CORPORATE OR PARTNERSHIP BIDDERS SHALL COMPLETE THIS FORM WHICH IS IN ACCORDANCE WITH P.L. 1977 CH. 33 (N.J.S.A. 52:25-24.2)**

**COMPANY NAME \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**ADDRESS \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

**SHAREHOLDER OR PARTNER % INTEREST ADDRESS**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

**( ) Bidder is not corporation or partnership.**

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

**Date of Bid**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Name and title of Authorized Representative (Print or type)**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature of Authorized Representative**

**If there are any questions concerning this form or its completion, refer to Statute (P.L. 1977, CH. 33) N.J.S.A. 52:25-24.2**

**THE EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY**

**REQUIRED EVIDENCE**

**AFFIRMATIVE ACTION REGULATIONS**

**PUBLIC LAWS 1975, c. 127 (N.J.A.C. 17:27)**

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 Commission within seven (7) working days of the notice of intent to award 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 Commission within seven (7) working days of the notice of intent to award the contract.

3. If you answered NO to both questions above, an Affirmative Action Employee Information Report (AA-302) will be mailed to you. Complete the form and forward it to the Affirmative Action Office, Department of Treasury, CN 209, Trenton, NJ 08625. A copy shall be submitted to the Commission within seven (7) days of the notice of the intent to award the contract.

**The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of P.L. 1975, C 127 (N.J.A.C. 17:27) and agrees to furnish the required documentation pursuant to the law. The contractor must be rejected as non-responsible if the contractor fails to comply with the requirements of P.L. 1975, C 127 (N.J.A.C. 17:27) within the time frame. The Affirmative Action Affidavit for vendors having less than fifty (50) employees is no longer acceptable; a New Jersey Certificate of approval or A.A. 302 is required.**

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

AUTHORIZED BIDDER \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Print or Type)

TITLE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNATURE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**THE EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY**

**NON-COLLUSION AFFIDAVIT**

**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 of 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 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**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Bid Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Company/Agency Name (Print or Type)**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Authorized Representative – Name and Title (Print or Type) Authorized Signature**

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

**Subscribed and sworn to before me this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Notary Public of New Jersey**

**(Seal)**

**My Commission expires \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_**

To: All Vendors

Re: Advisory Notice

C57, Laws of 2004 (S1778 signed 6/29/04)

You are alerted to this law that expands the State **Contractor Business Registration Program** to local government contracts (including purchase orders/vouchers) effective **September 1, 2004**. It applies to both quotations below the threshold and purchases above the threshold.

“Business organization” means an individual, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof.

The law provides that:

A copy of the Business Registration Certificate issued by the NJ Dept. of Treasury shall be provided at the time any bid or RFP is submitted; failure to do so is a **fatal defect** that cannot be cured;

A copy of the Business Registration Certificate shall be submitted before any purchase order or other contracting document can be issued;

Contractors are responsible for notifying subcontractors.

It is anticipated that the Department of Treasury will promulgate rules which may require further communication at a later date. If you have any questions, please call the Treasury Department Hotline at 609-292-1730.

**THE EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY**

**STATEMENT OF ASSURANCE**

**OMNIBUS TRANSPORTATION EMPLOYEE TESTING ACT COMPLIANCE CERTIFICATION FORM**

I certify that a Drug and Alcohol test is given to all newly hired (full time and part time) school bus drivers and

bus aides who work for this company under contract with the ESCNJ.

An employee with a documented Drug and Alcohol test administered within the previous 30 days does not have

to be re-tested.

Current bus company’s employees shall also be Drug and Alcohol tested if there is no valid record that a Drug and Alcohol test was administered during the previous year.

An Affidavit, attesting that the above has been accomplished, must be signed by the Chief Officer of the Bus

Company, Notarized, and filed with the ESCNJ before any bids will be accepted on behalf of the bus company.

The following firm

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is currently under contract

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ will be contracted with

To provide a controlled substance testing program tour company as required by the Omnibus Transportation

Employee Testing Act:

Name and address of firm that performs the test for your company:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Firm

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address of Firm

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company’s Name

**I hereby certify that the statements made in this document are true to the best of my knowledge. If they**

**are willfully false, I am subject to punishment and my bid will be rejected.**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Authorized Bidder’s /Owner’s Signature (Name and Title)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Signature / Seal Date

(Form must be notarized)

**THE EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY**

**Coordinated Transportation Services Agency Membership Form**

(To accompany the bid**)**

**This page to be completed by only CTSA’s & ESC’s (if bidding).**

BOARD OF EDUCATION CHIEF SCHOOL ADMINISTRATOR

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Authorized Representative Name and Tile\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Print or Type)

Authorized Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

**Contractor Instructions**

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

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

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

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

* individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
* all principals, partners, officers, or directors of the business entity or their spouses
* any subsidiaries directly or indirectly controlled by the business entity
* IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

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

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

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

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

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

N.J.S.A. 19:44A-3(s): “The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit**

**no later than 10 days prior to the award of the contract.**

Part I – Vendor Information

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Vendor Name: | | |  | | |
| Address: | |  | | | |
| City: |  | | | State: | Zip: |

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26and as represented by the Instructions accompanying this form.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Printed Name Title

## Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

* Check here if disclosure is provided in electronic form.

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| **Contributor Name** | **Recipient Name** | **Date** | **Dollar Amount** |
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* Check here if the information is continued on subsequent page(s)

Continuation Page

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

Page \_\_\_ of \_\_\_\_\_\_

Vendor Name:

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* Check here if the information is continued on subsequent page(s)

**List of Agencies with Elected Officials Required for Political Contribution Disclosure**

**N.J.S.A. 19:44A-20.26**

**County Name:**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders County Clerk Sheriff

{County Executive} Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM** [**WWW.NJ.GOV/DCA/LGS/P2P**](http://WWW.NJ.GOV/DCA/LGS/P2P) **A COUNTY-BASED, CUSTOMIZABLE FORM.**

**THE EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY**

**STOCKHOLDER DISCLOSURE CERTIFICATION**

**Name of Business:**

 I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

**OR**

 I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

**Check the box that represents the type of business organization:**

Partnership Corporation Sole Proprietorship

Limited Partnership Limited Liability Corporation Limited Liability Partnership

Subchapter S Corporation

**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**

Stockholders:

|  |  |
| --- | --- |
| Name: | Name: |
| Home Address: | Home Address: |
| Name: | Name: |
| Home Address: | Home Address: |
| Name: | Name: |
| Home Address: | Home Address: |

|  |  |
| --- | --- |
| Subscribed and sworn before me this \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_, 2 \_\_.  (Notary Public)  My Commission expires: | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  (Affiant)  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  (Print name & title of affiant)  (Corporate Seal) |

|  |
| --- |
|  |
| STATE OF NEW JERSEY--DIVISION OF PURCHASE AND PROPERTY |
| DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN |
| Quote Number: Bidder/Offeror: |
| PART 1: CERTIFICATION  **DO NOT USE**  **SEE ATTACHED NEW FORM**  **ALSO**  **SEE ATTACHED RUSSIA/BELARUS FORM** |
| BIDDERS **MUST COMPLETE** PART 1 BY CHECKING **EITHER BOX** |
| FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE |
|  |
| Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at: [http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.](http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf) Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party |
|  |

PLEASE CHECK THE APPROPRIATE BOX:

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

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

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

Name Relationship to Bidder/Offeror

Description of Activities

Duration of Engagement Anticipated Cessation Date

Bidder/Offeror Contact Name Contact Phone Number

**ADD AN ADDITIONAL ACTIVITIES ENTRY**

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

Full Name (Print): Signature:

Do Not Enter PIN as a Signature

Title: Date:

**THE EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY**

STATEMENT OF ASSURANCE

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

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.

**I hereby certify that the statements made in this document are true to the best of my knowledge. If they**

**are willfully false, I am subject to punishment and my bid will be rejected.**

Authorized Bidder’s Name and Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Print or Type)

Authorized Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Signature / Seal Date

(Form must be notarized)

**THE EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY**

**STATEMENT OF ASSURANCE**

**COMMERCIAL DRIVER’S LICENSE COMPLIANCE**

(TO ACCOMPANY THE BID)

I certify that each of my company’s bus drivers and substitute bus drivers, who operate vehicles under

contract with The ESCNJ, have been properly licensed according to the state requirements pertaining to

Commercial Driver’s License (CDL), Passenger and “S” endorsement.

I further certify that all licenses are in good standing and have not been suspended by Motor Vehicle

Commission.

It is understood that my company will forfeit its contract with The ESCNJ if a school bus driver operating

an ESCNJ route is found not to have complied with the above requirements. A list of drivers will be submitted

upon the implementation of the contract.

**I hereby certify that the statements made in this document are true to the best of my knowledge. If**

**they are willfully false, I am subject to punishment and my bid will be rejected.**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Owner’s Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company’s Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary’s Signature / Seal Date

(Form must be notarized)

**THE EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY**

**STATEMENT OF ASSURANCE**

**FINGERPRINT COMPLIANCE**

**BACKGROUND CHECK**

**(TO ACCOMPANY THE BID)**

I certify that the names, address, photographs, and fingerprints of each of my company’s bus drivers or

substitute bus drivers, to operate vehicles under contract with The Educational Services Commission of New Jersey to transport pupils, have been filed with the County Superintendent of Schools in Middlesex County.

I further certify that all required fees to process non-criminal employment checks with the State Bureau

of Investigation and the Federal Bureau of Investigation have been paid.

It is understood that my company will forfeit its contract with the Commission if a school bus driver operating

an ESCNJ route is found not to have complied with the above requirements. A list of drivers will be submitted

upon the implementation of the contract.

**I hereby certify that the statement made in this document is true to the best of my**

**knowledge. If they are willfully false, I am subject to punishment and my bid will be rejected.**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Transportation Company Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Owner

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Signature / Seal Date

(Form must be notarized)

**THE EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY**

**MANTOUX TESTING COMPLIANCE**

**(TO ACCOMPANY THE BID)**

I certify that the Mantoux intradermal tuberculin test is given to all newly hired (full time and part time) school

bus drivers and bus aides who work for this company under contract with The ESCNJ.

An employee with a documented Mantoux test administered within the previous six months does not have to be

re-tested.

Current bus company’s employees shall also be tuberculin tested if there is no valid record that a Mantoux

tuberculin test was administered during the previous four years. N.J.S.A. 18A:16-2, 18A:40-16 and

N.J.A.C.6:29-2.3.

An Affidavit, attesting that the above has been accomplished, must be signed by the Chief Officer of the Bus

Company, Notarized, and filed with The ESCNJ once yearly before any bids will be accepted on behalf of the bus company.

Name and address of firm that performs the test for your company:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Firm

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address of Firm

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company’s Name

**I hereby certify that the statements made in this document are true to the best of my knowledge. If they**

**are willfully false, I am subject to punishment and my bid will be rejected.**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Owner’s Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Signature / Seal Date

**THE EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY**

**Student Three Day No Show**

**Route #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**School Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Student’s Last Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**First Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

No Show Dates:

Day 1: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Day 2: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Day 3: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I hereby certify that the statements made in this document are true to the best of my knowledge.

Company Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

please print

Your Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**THE EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY**

**DRY RUN REPORT**

**(MUST BE SUBMITTED BEFORE START OF ROUTE)**

**BUS CO:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**ROUTE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**SCHOOL:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**DRY RUN DATE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**DRIVER:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**MANAGERS SIGNATURE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**THE EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY**

**VEHICLE INFORMATION REPORT**

**(MUST BE SUBMITTED BEFORE START OF RENEWAL ROUTE OR WITHIN 10 DAYS OF AWARDED ROUTE)**

**BUS CO:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**ROUTE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**SCHOOL:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**VEHICLE**

**MAKE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**CAPACITY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**PLATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**YEAR: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**GOOD THRU: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**MANAGERS SIGNATURE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**PLEASE ATTACH A COPY OF VEHICLES REGISTRATION**

**ALL PENALTIES ALSO APPLY DURING SCHOOL TRIPS AND ATHLETIC EVENTS**

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | **BREACH OF CONTRACT / PENALTIES** | | | | | | | |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | **OFFENSE** | |  |  |  |  |  | **PENALTY** |  |  |  |
|  |  |  |  |  |  |  |  | **1st Offense 2nd Offence 3rd Offence** | **2nd Offense** | **3rd Offense** | |  |
|  | **ROUTES** | | | | |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
| 1. | Lateness 10 minutes or more without good cause | | | | | |  | $250.00 $350.00 $450.00 | $350.00 | $450.00 |  |  |
|  | Late four or more times (per route) | | | | | |  | $500.00 per occurrence | | |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
| 2. | Lateness of 15 minutes or more without good cause | | | | |  |  | $500.00 per occurrence | | |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
| 3. | Failure to operate either morning and/or afternoon trips | | | | | |  | $250.00 $350.00 $450.00 | $350.00 | $450.00 |  |  |
|  | After third offense | | | | | |  | $500.00 per occurrence | |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
| 4. | Failure to pick up/drop off student(s) at approved stop | | | | | |  | $500.00 per occurrence | $300.00 | $500.00 |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
| 5. | Failure to do dry runs prior to school opening | | | | |  |  | Per diem cost of the route contract | | |  |  |
|  | Must submit enclosed Dry Run Report Form | | | | |  |  | $100.00 everyday day not received | | |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
| 6. | Failure to notify The ESCNJ if student(s) fails to | | | | |  |  | $250.00 plus per diem cost of the route contract | | |  |  |
|  | Show for (3) consecutive days-Must submit enclosed form | | | | |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
| 7. | Failure to provide video footage | | | | |  |  | $500.00 per occurrence | | |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
| 8. | Failure to provide harness/car seat/booster seat/seat | | | | |  |  | Per diem cost of the route contract | | |  |  |
|  | belt extenders as per the bid/students paperwork | | | | |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
| 9. | Failure to provide Aide where requested | | | | |  |  | $150.00 $200.00 $300.00 | $200.00 | $300.00 |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
| 10. | Piggybacking/Co-mingling of routes | | | | |  |  | $2,000.00 per occurrence | | |  |  |
|  |  | | | | |  |  | loss of both routes | | |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
| 11. | Vehicles that do not show for Athletic/Field trips | | | | |  |  | Cost of trip + $200.00 penalty | | |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
| 12. | Failure to remove a vehicle/driver/aide from a route | | | | |  |  | Per diem cost + $500.00 | | |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
| 13. | Driver not having toll money for field trips/athletics | | | | |  |  | $50.00 per occurrence | | |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
| 14. | Drivers or Aides child/friend/spouse or any | | | | |  |  | Per diem cost + $500.00 | | |  |  |
|  | unauthorized passengers riding on a ESCNJ routes | | | | |  |  | NJAC 6:21-4.5 |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
| 15. | Failure to reach driver while route is in service | | | | |  |  | $250.00 plus per diem cost for each occurrence | | |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
| 16. | Taking directives from anyone other than ESCNJ | | | | |  |  | $550.00 per occurrence | | |  |  |
|  | adding\*change of address\*p/u & d/o before approval | | | | |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
| 17. | Failure to have 2-way communication at all times | | | | |  |  | $250.00 per occurrence | | |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
| 18. | Failure to submit Annual Certification by required | | | | |  |  | $1,000.00 |  |  |  |  |
|  | Date to the County and to The ESCNJ | | | | |  |  | All payments will be held until received | | |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
| 19. | Lack of turn by turn directions, resulting in becoming | | | | |  |  | $250.00 per occurrence | | |  |  |
|  | lost, asking student for directions and or dropping off | | | | |  |  |  |  |  |  |  |
|  | students to home or school late | | | | |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
| 20. | Failure to follow legal requirements , including but | | | | |  |  | $2,500 plus, twice the per diem cost of the contract for | | |  |  |
|  | Not limited to: CDL requirements/alcohol & drug | | | | |  |  | each day violation has occurred | | |  |  |
|  | Testing/criminal history/driving without CDL/not running route/breach of contract/ etc. | | | | | |  | Subject to loss of route + additional costs | | |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
| 21. | Suppling false documents of any kind to The ESCNJ | | | | |  |  | $1,000.00 |  |  |  |  |
|  |  |  |  |  |  |  |  | Subject to loss of routes/bidding privileges | | |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
| 22. | Failure to provide contact person 6:30am-4:30pm | | | | |  |  | $250.00 per occurrence | | |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
| 23. | Failure to submit copies of all drivers licenses for all | | | | |  |  | $250.00 per occurrence/each route | | |  |  |
|  | drivers transporting for The ESCNJ before start of routes | | | | |  |  | each day violation has occurred | | |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
| 24. | Failure to follow inclement weather procedures | | | | |  |  | $250.00 per occurrence + per diem | | |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
| 25. | Not following all bid/quoted instructions | | | | |  |  | $250.00 per occurrence until followed | | |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
| 26. | Sending driver/aide/parent to ESCNJ office/school | | | | |  |  | $500.00 |  |  |  |  |
|  | to argue about a fine or complaint | | | | |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
| **ACCIDENT / INCIDENT** | | | | | |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
| 1. | Failure to submit State Accident Report Form | | | | |  |  | $500.00 per occurrence + per diem | | |  |  |
|  | Driver must submit form to principal by end of the | | | | |  |  |  |  |  |  |  |
|  | next working day | | | | |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
| 2. | Failure to report accident immediately to the Police, | | | | |  |  | $1,000.00 |  |  |  |  |
|  | ESCNJ, and the school principal of receiving school | | | | |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
| 3. | Failure to submit a Police Report within (14) days | | | | |  |  | $500.00 per occurrence and each | | |  |  |
|  |  |  |  |  |  |  |  | day report is not submitted | | |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
| 4. | Failure to submit incident / accident report on same | | | | |  |  | $500.00 per occurrence and each | | |  |  |
|  | day of incident | |  |  |  |  |  | day report is not submitted | | |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
| 5. | Failure to inspect the vehicle at the conclusion of each route resulting in a student remaining on vehicle | | | | |  |  | $5,000.00 + Loss of Route | | |  |  |
|  |  | | | | |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
| 6. | Failure to immediately report any incident which puts | | | | |  |  | $500.00 per occurrence | | |  |  |
|  | a student in harms way (a fight,student jumping off bus, no one home, bullying, ect.) | | | | |  |  |  |  |  |  |  |
|  |  | | | | |  |  | **1st Offense 2nd Offence 3rd Offence** |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
| 7. | Leaving scene of accident or incident | | | | |  |  | $1,000.00 | | |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
| 8. | Failure of driver to communicate with parents and | | | | |  |  | $500.00 |  |  |  |  |
|  | their employer in emergency situations. | | | | |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
| **VEHICLES** | | | | | |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
| 1. | Failure to display proper school bus company name | | | | |  |  | $250.00 $350.00 $500.00 | $350.00 | $500.00 |  |  |
|  | on vehicle (3" letters both sides) no magnetic signs | | | | |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
| 2. | Failure to provide vehicle according to bid or quote | | | | |  |  | $250.00 $350.00 $500.00 | $350.00 | $500.00 |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
| 3. | Failure to repair vehicles | | | | |  |  | Per diem cost each day not repaired | | |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
| 4. | Transporting students in non-school vehicle | | | | |  |  | $1,000.00 per occurrence | | |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
| 5. | Improper vehicle plates/stickers | | | | |  |  | Forfeiture of route + any additional cost | | |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
| 6. | Failure to post route identifier in vehicle window | | | | |  |  | $150.00 |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
| 7. | Not reporting breakdown or mechanical issues | | | | |  |  | $150.00 |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
| **DRIVERS & AIDES** | | | | | |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
| 1. | Drive/Aide must know routes. | | | | |  |  | $150.00 $200.00 $250.00 | $200.00 | $250.00 |  |  |
|  | Must have roster in vehicle at all times | | | | |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
| 2. | Driver must have turn by turn directions in vehicle | | | | |  |  | $150.00 $200.00 $250.00 | $200.00 | $250.00 |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
| 3. | Driver/Aide smoking/drinking/eating on bus | | | | |  |  | $150.00 $200.00 $250.00 | $200.00 | $250.00 |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
| 4. | Driver leaving student at school | | | | |  |  | $150.00 $200.00 $250.00 | $200.00 | $250.00 |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
| 5. | Driver who doesn't remain with sporting activity | | | | |  |  | Cost of trip + $250.00 | | |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
| 6. | Driver or Aide suspends or resumes student from | | | | |  |  | Per diem cost of route + $250.00 | | |  |  |
|  | transportation without authorization from ESCNJ | | | | |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
| 7. | Aide not assisting students on/off vehicle & seatbelts | | | | |  |  | $100.00 $150.00 $200.00 | $150.00 | $200.00 |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
| 8. | Driver dropping students at school before they open | | | | |  |  | $500.00 |  |  |  |  |
|  | or provide proper supervision | | | | |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
| 9. | Failure to provide training for driver /aide to perform | | | | |  |  | $500.00 |  |  |  |  |
| 10. | their duties on each route  Leaving student unattended at the school when school | | | | |  |  | $5,0000 |  |  |  |  |
|  | is not in session | | | | |  |  |  |  |  |  |  |
| 11. | Failure of Driver/Aide to make sure all children are | | | | |  |  | $1,000.00 |  |  |  |  |
|  | unloaded at the school AM or PM before leaving site | | | | |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
| 12. | Not reporting a driver receiving a moving violation | | | | |  |  | $1,000.00 |  |  |  |  |
|  | during transportation of students | | | | |  |  | Removal of driver | | |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
| 13. | Failure to check bus at end of AM/PM route resulting | | | | |  |  | $5,000.00 |  |  |  |  |
|  | in child being left on bus without supervision | | | | |  |  | Loss of route | | |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
| 14. | Unsafe driving on school property | | | | |  |  | $500.00 |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
| 15. | Driver stopping at gas station/store and leaving student | | | | | |  | $500.00 |  |  |  |  |
|  | unattended | | | | | |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
| 16. | Stopping at gas station/store for student to use restroom or | | | | | |  | $500.00 |  |  |  |  |
|  | buy food | | | | | |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
| 17. | Driver/aide/company calling parent or district to complain | | | | | |  | $500.00 |  |  |  |  |
|  | or report student behavior | | | | | |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
| 18. | Driver using cellphone while transporting students | | | | | |  | $500.00 |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
| 19. | Aide’s failure to monitor students on the bus, by not | | | | | |  | $500.00 |  |  |  |  |
|  | sitting in the middle or in the back of the bus to monitor | | | | | |  |  |  |  |  |  |
|  | student behaviors | | | | | |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
| 20. | Failure to obey state mandated vehicle & traffic regulations | | | | | |  | $1,000.00 |  |  |  |  |
|  | (speeding/parking etc.) | | | | | |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  | **1st Offense 2nd Offence 3rd Offence** |  |  |  |  |
| 21. | Driver not submitting incident reports on day of incident | | | | | |  | $250.00 $350.00 $500.00 |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
| 22. | Driver/Aide allowing student to cross a two-way street | | | | | |  | $500.00 – removal of driver & aide |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
| 23. | Driver/Aide stopping to urinate outside the vehicle | | | | | |  | $500.00 – removal of driver or aide |  |  |  |  |
|  | On grass/bushes/woods, etc. | | | | | |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
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**AUDIO / VIDEO RECORDING EQUIPMENT**

1. With the goal of student safety as the major concern, the Educational Services Commission of New Jersey, requires that the vendor have video surveillance **on every and all** of their school vehicles. The use of video cameras on the vehicles will aid in monitoring student behavior.
2. It is the responsibility of the vendor to ensure that their video cameras are in working condition, focused correctly and that the appropriate date and time is displayed.
3. Whenever a video tape is requested by the Educational Services Commission of New Jersey, it is the responsibility of the vendor to deliver the tape to the ESCNJ office within two (2) hours of the request.
4. Initial viewing or listening to recordings may be done by the ESCNJ administrators, building principal or other appropriate school district employees or police.
5. Requests for viewing or listening will be limited and under the discretion of ESCNJ. It will be decided case by case if the parents or guardians of pupils involved, teaching or support staff, drivers and district officials shall be allowed to view the tape.
6. Law enforcement and other governmental agencies shall submit all requests to view or listen to the video, in writing to the Educational Services Commission of New Jersey.
7. Only the portion of the video or audio recording concerning a specific incident will be made available for viewing.
8. All viewing or listening will be in the presence of a school official on an official school/district site chosen by ESCNJ.
9. In order to protect the health and safety of all students riding buses, tapes revealing unlawful actions will be brought to the attention of law enforcement agencies immediately.
10. The Educational Services Commission of New Jersey will randomly inspect and/or monitor the vehicles to ensure that the video cameras are in operation and working properly throughout the school year.

***EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY***

[**http://www.escnj.us**](http://www.escnj.us)

**Transportation Department**

1690 Stelton Road

**Piscataway, New Jersey 08854**

**Telephone: (732) 777-9848 ext 1 Fax: (732) 777-0310**



**Chris Zarate Dawn Ramsen**

Cooperative Transportation Coordinator *Lead Transportation Specialist*

**NOTICE OF ADDENDUM**

**ADDENDUM #1**

Notice is hereby given of the issuance of Addendum #1 for the Transportation Bid held here at ESCNJ,

scheduled to be opened at 9:00am each month. The original bid specifications are amended with the following additions, revisions, and reiterations of current requirements:

1. BACKROUND CHECK UPDATE FOR DRIVER AND AIDES (updates):

* The contractor shall ensure compliance with the requirements of N.J.S.A. 18A:6-7.6 through 12 governing child abuse and sexual misconduct checks. Additional information on this requirement is available from the Office of Criminal History Review at:

<https://www.nj.gov/education/crimhist/preemployment/>.

Please review BID specifications carefully for additions, revisions, and reiteration of current requirements

All bidders are required to acknowledge all addendums issued by signing below:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company Name Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name/Title Signature

***BID WILL BE REJECTED IF NOT ACKNOWLEDGED, SIGNED, AND SUBMITTED WITH BID***

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