ESSEX REGIONAL EDUCATIONAL SERVICES COMMISSION

SCHOOL YEAR 2016-2017

BID SPECIFICATIONS

FOR

STUDENT TRANSPORTATION SERVICES TO AND FROM SCHOOL

BID NUMBER __________

LEGAL NOTICE
SPECIFICATIONS
PRESCRIBED QUESTIONNAIRE
STOCKHOLDERS’ DISCLOSURE STATEMENT
AFFIRMATIVE ACTION QUESTIONNAIRE/STATEMENT
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Revised-April 14, 2016
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LEGAL NOTICE

Bid Number ________________

The School Business Administrator/Board of Secretary of the Educational Services Commission, in the County of Essex, State of New Jersey, by authority of said ERESC, solicits sealed bids for student transportation. Bids to be received at the Transportation Office of the Essex Regional Educational Services Commission, located at 369 Passaic Avenue, Fairfield, New Jersey 07004 up to 4:00 PM on ________________ or before ______________ AM on ________________ at 369 Passaic Avenue, Fairfield New Jersey 07004. Bid will be opened and read at ________________ on ________________ at 369 Passaic Avenue, Fairfield New Jersey 07004.

STUDENT TRANSPORTATION SERVICES
2016-2017 School Year

Specifications and full information may be obtained at the Transportation Office of the Essex Regional Educational Services Commission, located at 369 Passaic Avenue, New Jersey 07004 on ________________. Telephone: (973) 405-6262

All bids must be submitted on a bid form that will be furnished at the Office of the Essex Regional Educational Services Commission. Bids that are not submitted on such form may be rejected.

Bidders are required to comply with requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975 c127) and N.J.A.C. 17:27, Approved Affirmative Action Plan.

The Essex Regional Educational Services Commission reserves the right to reject any or all bids.

By order of the Essex Regional Educational Services Commission

Laurie W. Newell, Superintendent
Superintendent
Essex Regional Educational Services Commission

DATE: ____________________
GENERAL PROVISIONS

1. All contractors shall comply with current applicable New Jersey statutes, regulations and with the policies and procedures of the Essex Regional Educational Services Commission (ERESC) governing student transportation.

2. The term of the contract shall, in general, be from September 1 through June 30 according to the school calendar. Student transportation contracts are deemed to include all the rules and procedures pertaining to student transportation though not expressly stated. The term of the contract shall commence with the opening of schools or on the date so specified by the ERES, and shall terminate with the closing of schools or as specified by the ERES. The transportation contract may be terminated prior to the close of the school year immediately upon notice by the Board of Directors of the ERES through its Administration. In the event children are withdrawn during the year and transportation no longer is desired, the contract is then complete.

3. It is the intent of the Board of Directors to award a contract for transportation as soon as possible after the date set for the opening of bids and to require the successful contractor to provide transportation in accordance with the school calendar. The school calendar(s), attached, is/are part of these specifications and of the contract. These bid specifications herein shall also become a part of any contract executed by the contractor and the ERES and shall be included therein by reference.

4. The successful bidder will be considered an independent contractor and shall not be deemed to be an agent, servant, employee, or representative of any board of education or the ERES.

5. As authorized by the ERES, only enrolled eligible public and private school students, adults serving as chaperones or school personnel shall be transported. The vehicle(s) assigned to the routes specified herein shall not be utilized for other purposes during the time periods designated by the route descriptions.

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

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

8. Bids are to be placed in a sealed envelope and plainly marked “BID FOR TRANSPORTATION SERVICES - ESSEX REGIONAL EDUCATIONAL SERVICES COMMISSION ROUTES” and delivered to the office of the Transportation Division, Essex Regional Educational Services Commission, 369 Passaic Avenue, Fairfield, New Jersey 07004.

Bids may also be mailed provided that the following are complied with:
(a) They are received prior to the bid opening.
(b) They are mailed by registered or certified mail, return receipt requested to the ERES, Transportation Division, 369 Passaic Avenue, Fairfield, New Jersey 07004.
(c) A label on the outside of the envelope duly sealed and plainly marked “BID FOR TRANSPORTATION SERVICES - ESSEX REGIONAL EDUCATIONAL SERVICES COMMISSION ROUTES” along with the date of the bid opening.
9. During the term of the transportation contract and on days when school is in session and when you are scheduled to cover weekend sporting events or field trips, the successful bidder will be required to maintain an operational base staffed by a responsible person who can be easily reached by telephone Monday - Sunday between the hours of 7:00 A.M. through 6:00 P.M. or later if vehicles are still on the road. Also, it is required that all contractors supply the Transportation Director with phone numbers for a responsible person in the event of an emergency. A designated, supervisory person must keep a pager available at all times. A mechanic or other personnel employed by the contractor who only takes messages are not acceptable.

10. The ERESC expressly forbids the practice of “co-mingling” or “doubling” i.e., a contractor shall not transport pupils other than those designated on the original route list or add students to the route on a vehicle carrying pupils whose transportation has been arranged through the ERESC. It is also forbidden in that no contractor shall transport pupils whose transportation has been arranged through the ERESC on vehicles contracted through any other sources (school districts, other ESC’S, parents, etc.). This applies also to the co-mingling of different contracts all operating under the authority of the ERESC.

11. After the award of bid, informal or temporary contracts, the contractor shall submit the drivers’ names, copies of drivers’ licenses, copies of driving abstracts, as well as aides’ names and aides’ social security numbers and verify fingerprinting compliance before the start of the awarded route. Failure to provide this information will cause award to go to the next lowest bidder.

12. In accordance with New Jersey Administrative Code, emergency evacuation drills are required twice a year. Cooperation with receiving schools is expected.

13. Should any provision in the bid specification be found to be unenforceable by any court, the remaining provisions of the agreement will remain in full force and effect.

14. The failure of the ERESC to enforce any provisions of the contract or bid specifications shall not constitute a waiver of said provisions.

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

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

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

18. 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.
VEHICLE

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

2. All vehicles shall be systematically inspected twice within the year by the Motor Vehicle Commission School Bus Inspection Unit and display a school bus certification inspection sticker to ensure that such vehicles and equipment are in safe and proper operating condition.

3. The contractor shall provide and maintain an adequate number of school buses, including 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. The Department of Transportation and the Principal of the receiving school must be notified immediately if there is a mechanical breakdown and a bus will be delayed and/or if an air conditioned bus (if applicable) is not available.

4. The contractor must utilize the type of vehicle(s) herein specified.

5. The vehicle(s) is/are to be used during the scheduled hours solely for the transportation of pupils and personnel covered under contract.

6. 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 ERESC. 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 bidder must complete the Vehicle Information Report stating the vehicle year, make, model, license plate number, and legal seating capacity of the vehicle(s) to be used. The ERESC retains the right to approve or disallow any vehicle used on an ERESC route.

7. 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 can result in the assessment of a penalty or cancellation of said route.

8. Every vehicle used on ERESC routes must be clearly identified on the rear as a school vehicle, and must carry the transportation company’s name on both sides of the vehicle. All lettering will be on the exterior of the vehicle body and not in the windows.

9. All vehicles used for field and athletic trips must remain with the team/class for the entire event.

10. All vehicles must be equipped with seat belts.
11. All vehicles must be equipped with radio or communication devices.

12. All vehicles must be equipped with “REAL TIME” GPS (Global Positioning System).

13. All vehicles must be equipped with Video Cameras, at no additional cost to the School District, that shall remain on and record the entire route, from the first student pickup to the last student pick-up and delivery, for a.m. and p.m. routes. The video recordings shall be the property of the District, and shall be made available to the District immediately upon its request. At the end of each week, the Contractor shall transfer the week’s video data to a CD or other data storage medium and provide it to the District; such data shall not be viewed or released to any other entity or person unless instructed by the District in writing or as requested by law.

14. The contractor must have sufficient back-up vehicles available at all times to immediately replace any vehicle that becomes disabled during the performance of the contract.

15. The contractor shall in the event of a breakdown or the development of a defect in any vehicle used in the performance of the contract the disabled vehicle shall be immediately replaced by a similar type vehicle. If the breakdown or defect occurs during the transportation of students or while a vehicle is route for the commencement of such transportation the contractor must immediately dispatch a replacement vehicle to the place where the disabled vehicle is located so that the interrupted service will be promptly completed.

16. All school buses, Type I or II, manufactured on or before April 1, 2008 whose gross vehicle weight 25,000 pounds or less, shall not be utilized for pupil transportation purposes beyond the end of the twelfth year from the year of manufacture, as noted on the vehicle registration or at the end of the school year in which that year falls, whichever is later.

ACCIDENT REPORTING

1. The school bus driver is responsible for and shall immediately report all collisions (i.e. “motor vehicle accident”), no matter the gravity of the collision, first to the police, and second to the Contractor. The driver must also complete and file a motor vehicle accident report in accordance with N.J.S.A. 39:4-130. The driver must complete and file the accident report as prescribed by the Commissioner of Education in quadruplicate and deliver it to the principal of the receiving school by the conclusion of the next working day and 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 of the receiving school.

2. The Contractor is responsible for and shall immediately report all collisions to the Transportation Director.

3. The Bus Driver is responsible for and shall immediately report all incidents that involve injury, death, or property damage first to the police and second to the Transportation Director.

4. Contractors shall establish accident and incident reporting policies, provide annual training, and effectively supervise its staff to ensure that Drivers abide by Accident Reporting Procedures.
REPORTING STUDENT LEFT UNATTENDED ON THE SCHOOL BUS

1. The Bus Driver is responsible for and shall immediately “walk the bus” before the end of each route to confirm that no students remains on the school bus.

2. 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.

3. Contractors shall establish appropriate policies, provide annual training and effectively supervise its staff to ensure that Drivers abide by this provision and prevent any student from being left unattended. 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.

4. In the event that a student has been left unattended for any period of time, the Bus Driver, the Contractor or any other person who discovers this incident, shall immediately notify the Transportation Director.

5. In the event a student has been dropped off without the parent or guardian present to receive the student will be considered a child was left unattended at the curb. The Driver/Aide should report this to their transportation depot and ERESC.

DRIVERS

1. The driver 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. Drivers must maintain proper behavior, patience, and common sense when dealing with students, school personnel, parents, and members of the community. Safe and efficient transportation is our primary objective.

2. All drivers employed to transport students should not be less than twenty-one (21) years of age and possesses a CDL license with the P & S endorsements.

3. Drivers shall ensure no other person(s) will be transported on school buses other than students and employees of the district.
4. Drivers should not leave his/her station at the steering wheel of the vehicle without first stopping the motor, removing the key and setting the brakes.

5. Drivers with two or more chargeable accidents shall be removed from service of all routes.

6. 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 report this absence to the Transportation Director.

7. 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 with the Transportation Director on the prescribed Student Conduct Report form.

8. At the beginning of each day of operation 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 ERESC upon request.

9. If, in the judgment of the Transportation Director, any driver 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. Failure or refusal by the Contractor to remove the Driver from all district routes, as directed by the Transportation Director, is a breach of contract and may result in a penalty, including but not limited to contract termination.

10. 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.

11. Drivers must maintain proper behavior, patience and common sense when dealing with school personnel, parents and members of the community. Safe and efficient transportation is our primary objective.

12. Drivers must never accept medication for any students from parents or school personnel.

13. Drivers 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.

14. Drivers must not move their vehicle until all children are properly seated. Students are required to wear seat belts.

15. Drivers must show good judgment when stopping fights or any actions that may bring harm to the students. No physical or verbal abuse should ever be used in disciplinary action. Drivers should not touch the students. Drivers should seek assistance from school personnel or police if necessary.

16. Drivers shall ensure that no one smokes, eats, or drinks on any school bus.
17. Drivers and/or aides are responsible for the timely submission of all required reports including, but not limited to, Monthly Pupil Attendance Report (TR-2).

18. Drivers must pick up and deliver students to their designated address only. Any change of pick up or drop off must come from the ERES.

19. 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 ERES.

20. Any driver against whom a complaint is filed by any party with the New Jersey Department of Children and Families Services (DCF) will be immediately removed from the route in question pending the outcome of the investigation. Depending upon the severity of the charge, the ERES may require that the driver be removed from all routes under contract with the ERES pending the outcome of the investigation.

21. Drivers 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 students.

**AIDES**

1. A bus aide assigned to a route awarded by this bid shall be a reliable person of good character who shall possess the qualifications and communication skills (all bus aides must speak fluent English) necessary to perform the duties of the position, and will be required to comply with the criminal background check and tuberculosis testing as prescribed by law.

2. If, in the judgment of the ERES, any Aide assigned to a vehicle operating under a contract awarded by this bid shall be deemed to be an unsuitable person for their position because of lack of skills necessary to perform their duties, inability to control students, failure to comply with the rules and regulations, incapacity, unbecoming conduct, or other good cause, the contractor may be required to remove the driver and/or aide from the route or all district routes. Failure or refusal by the Contractor to remove the Aide from all district routes, as directed by the Transportation Director, is a breach of contract and may result in a penalty, including but not limited to contract termination.

3. 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) The aide will maintain a vigilant watch over the students and will be required to file a written report of unmanageable students to the Transportation Director on the prescribed Student Conduct Report form.

(e) 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.

(f) Aides must maintain safety standards and procedures while students are on the bus and assist pupils in observing good safety habits.

(g) Aides must maintain proper behavior, patience, and common sense when dealing with students, school personnel, parents, and members of the community. Safe and efficient transportation is our primary objective. Aides must be completely familiar with emergency procedures including, but not limited to, emergency school bus evacuation drill procedures. In case of emergency, the school bus driver and aide must initiate and carry out all emergency procedures.

(h) Aides must show good judgment when stopping fights or any actions that may bring harm to the students. No physical or verbal abuse should ever be used in disciplinary action. Aides should not touch the students. Aides should seek assistance from school personnel or police if necessary.

(i) Aides shall ensure that no one smokes, eats, or drinks on any school bus.

(j) Aides and/or drivers are responsible for the timely submission of all required reports including, but not limited to, Monthly Pupil Attendance Report (TR-2).

(k) 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. Aides must also check their vehicles after each run for sleeping students.

(l) Aides must never accept medications for students from parents or school personnel.

(m) Aides and their drivers must keep a compatible working relationship. Safe and efficient transportation is our primary objective.

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

**COUNTY SUPERINTENDENT APPROVAL**

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

**PAYMENT TERMS**

1. The Board of Directors of the ERESC shall pay the contractor upon completion of a month’s work,
at the approved contract amount for each route at a per diem rate. The monthly installment will be based on the number of days the route runs for the month and will be payable on or about the 15th of the following month. **Contractors shall submit an appropriate invoice and daily attendance sheets no later than the 5th day of each month.** Without these documents submitted on time, your monthly payment will not be processed. Adjustment in payment required by unforeseen changes in the school calendar due to inclement weather or other unanticipated/emergency situations will be made as necessary.

2. The contractor shall execute the contract and submit it to the ERES to comply with timelines for submission of contracts to the county superintendent. The contractor will also be required to complete and promptly return routine additional paperwork (such as, but not limited to, the route mileage report, information required for the District Report of Transported Resident Students, accident report, etc.) as required by the ERES. Failure to do may result in the delay in the scheduled payment of services.

3. Payments are subject to approval by the Board of Directors. Therefore, payments may be delayed depending on the Board’s meeting schedule.

4. Payment for the month of June will be made on or about July 15th.

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

6. P.L.2004, C.57 requires proof of State Business Registration be on file with ERES prior to payment of services.

**EMERGENCY PROVISIONS/ SCHOOL CLOSING**

1. In the event the school is closed due to inclement weather or other emergencies, the contractor shall be notified as soon as possible by the public school authorities providing transportation. Contractors are advised to listen to school closing announcements broadcast over the local networks.

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

**BASIS OF BID AND AWARD OF CONTRACT**

1. The bidder shall submit the bid on the bid sheet contained in these bid specifications. Bid shall be submitted on a per diem basis as indicated on the enclosed bid sheet. Other bid sheets are not acceptable. All “anticipated“ transportation services must be bid.

2. 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 contacted and will cause a Bid Penalty.
3. The bidder shall not alter, amend or modify the bid sheet after it is submitted. The bid shall stipulate an increase or decrease cost per vehicle mile for each route. **The ERESC will not accept any routes that do not have increase or decrease cost. If the increase or decrease cost is zero (0), you must enter zero (0) in the bid sheet. The cost shall not exceed $2.50 per mile.** The amount must be the same for increase or decrease in mileage.

4. **Please include an aide cost for all the routes in the bid sheet regardless of whether an aide is needed or not at the time of the bid. The ERESC might need an aide at a later date. Please do not leave the aide cost blank.**

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

6. When added students necessitate an increase in route mileage, there will be no charge for this increased mileage until the added mileage shall exceed **5 miles** of the original route mileage and if the route mileage shall be reduced, there will be no reduction in the sum paid to the successful bidder until the original route mileage shall be decreased by more than 5 miles. Payment shall be made to the contractor for mileage in excess of 5 miles of the total route mileage. A revised Route Mileage Report is required for an increased mileage and will only be considered from the day the revised report is received by the ERESC. Unless there is sufficient equity in the existing bond, all addenda for increases must be bonded before being returned to the ERESC for approval. (**Off-route Mileage requests will not be considered if the current Route Mileage Report is not on file with the ERESC.**)

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

8. Subject to the Board of Directors’ right to reject all bids, the contract shall be awarded to the qualified and responsible bidder who offers to perform all the transportation services prescribed by these specifications for the lowest total per diem cost. In cases where a route requires the assignment of an aide, the contractor will separate and itemize the cost for the aide and the route in the appropriate places on the bid sheet; however, the bid will nonetheless be awarded on the basis of the lowest total per diem cost. **Per annum bid costs will not be accepted.** 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 will be used as the "tie-breaker. Should the increase/decrease tie-breaker cost be the same amount the route will rebid.

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

10. Where alternate bids are specified, the Board of Directors may elect to award the contract(s) on the basis of either the base bid or the alternate bids, whichever in its judgment it shall determine to be in
11. Two or more bus companies whose corporate/partnership forms show that 10% or more of the stock of each company is owned by the same individual may not bid on the same route(s) or bid on the re-bid of a defaulted contract when one of the companies is the defaulting contractor and the re-bid is in the same school year as the default. The Board of Directors of the ERESC further reserves the right to reject any and all bids and to waive immaterial information.

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

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

**INSURANCE COVERAGE**

1. The successful bidder shall furnish to the ERESC a Certificate of Insurance as evidence that the following insurance coverage are in force within 48 hours before the Bid. (See attached sample of Certificate of Insurance)

   (a) Commercial AUTOMOBILE LIABILITY INSURANCE with a limit of not less than $3,000,000 Combined Single Limit (CSL) for bodily injury and property damages. Coverage should also be afforded for Uninsured/Underinsured Motorist with a limit of not less than $1,000,000.

   (b) General Liability Insurance with a limit of not less than $1,000,000 Combined Single Limit (CSL) for bodily injury and property damages.

   (c) Workers’ Compensation and Employers Liability Insurance, as required by the Laws of the State of New Jersey.

2. The successful bidder will also be required to include the ERESC, the Newark Public Schools, and all constituent school districts as an additional insured party to the policy under each contractor’s insurance policy covering liability and property damages. The certificate of insurance filed with the ERESC must have this additional endorsement. The contractor is required to maintain the insurance coverage described herein during the period of the contract and to notify the ERESC of, and provide appropriate documentation with respect to, any change in coverage. The successful bidder’s insurance company shall forward notice, in the event of cancellation of the policy, ten (10) days prior to the date of termination of the coverage specified. The district board of education and the Executive County Superintendent shall be notified by the insured whenever any policy is cancelled. Notification shall be made within 48 hours of the receipt of the notification of the cancellation by the insured, and before the cancellation takes effect.

3. “Any Auto” should be the covered auto symbol for Automobile Liability. If the Certificate of
Automobile Liability does not indicate “Any Auto”, then a copy of the contractor’s vehicle schedule on file with the applicable automobile insurance company must be submitted to the ERESC.

4. The insurance company must be admitted under the insurance laws of the State of New Jersey. The Automobile insurance carrier must have an AM Best Rating of A or higher.

5. Contractors shall hold harmless, indemnify, protect and defend the ERESC, its officers, members, and agents against all claims, demands, suits, actions, recoveries, judgments, costs and expenses, including but not limited to attorney's fees, arising from any act or omission, violation of any law or regulation and/or the negligence or malfeasance of any of their employees, agents, and/or assigns. This indemnification obligation is not limited by, but is in addition to the insurance obligations set forth herein.

6. Contractors shall hold harmless, indemnify, protect and defend the Newark Public Schools, its officers, members, and agents against all claims, demands, suits, actions, recoveries, judgments, costs and expenses, including but not limited to attorney’s fees, arising from any act or omission, violation of any law or regulation and/or the negligence or malfeasance of any of their employees, agents, and/or assigns. This indemnification obligation is not limited by, but is in addition to the insurance obligations set forth herein.

**BID GUARANTEE - BID BOND**

1. Each bid shall be accompanied by a bid bond, cashier’s or certified check for five percent (5%) of the amount of the annual contract cost, but in no case may the certified check, cashier’s check or bid bond exceed $50,000. No other form of guarantee is authorized. This guarantee shall be made payable to the ERESC. Such deposit shall be forfeited upon refusal of a bidder to execute a contract; otherwise, the bid guarantee shall be returned when the contract is executed and a surety (performance) bond is filed with the ERESC. To calculate the annual contract for bonding purposes, per diem contracts shall be calculated by multiplying the total per diem cost by the actual number of days in the school calendar or 180 days.

2. The bid bond for all unsuccessful bidders, except for the three lowest bidders, will be returned within 10 workdays after the awarding of routes.

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

**PERFORMANCE GUARANTEE - PERFORMANCE BOND**

1. A corporate performance surety bond in an amount equal to the annual amount of the contract shall be required within **twenty calendar days** following receipt of the contracts by the contractor(s). A signed Prescribed Form of Questionnaire, included in these specifications, shall accompany each bid. 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. The bond shall be issued naming the principal of the performance bond as the school bus
contractor with whom the ERESC holds the contract. The bond shall be signed by the contractor and authorized agent of the bonding company, notarized, and returned to the ERESC.

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

4. Failure to procure proper bonding will result in cashing in the bid bond, cashiers or certified check and will be cause to award the bid to the next lower bidder, or re-bid the route, at the discretion of the ERESC.

5. The performance surety bond shall include a multi-contract number or a route number for which it is submitted.

6. The performance surety bond shall provide that the performance surety bond provider shall reimburse the ERESC for any excess cost that maybe sustained by the ERESC as a result of the failure or defaults of the contractor to perform the work during the period commencing on the commencement date of the contract and ending on the termination date of the contract if the commission shall perform the work called for in the contract for pupil transportation for that period in the manner specified under the contract. The ERESC, not the performance surety bond provider, will provide for any replacement of service resulting from such defaults or failure. Failure of the performance surety bond to meet this condition shall be deemed a material non compliance with the bid specifications and contract default.

**BREACH OF CONTRACT/VIOLATION & 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.** The contractor shall be subject to penalties or route forfeiture as set forth herein. The ERESC, in its discretion, may cancel the contract and enforce the performance bond after, and after the third offense or any serious offense that in opinion of the ERESC 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 ERESC as a result of its assumption of, or provision for, the services required under the contract. For serious contract violations, the ERESC may notify the contractor of its intent to consider disqualification of the contractor from bidding with the ERESC for a period of three years.

2. 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 Licenses or improper endorsement(s), No Certificates of Insurance, No valid vehicle Registrations, No student inspected vehicle(s), and does not have the correct vehicle according to the Bid Specifications, The ERESC reserves the right within (3) days to seek enforcement cashing in the Bid Bond, Cashier’s or Certified check and will cause to award the Bid to the next lowest Bidder, or re-bid the route, at the discretion of ERESC.

3. If, upon inspection and verification, a contractor has been found to be in violation of the requirements of a particular route, the ERESC reserves the right to levy a penalty in an amount not to exceed the total per diem amount of the route, for each day the contractor is 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 other monies are due the
contractor, then the contractor will be billed the excess amount.

4. The Board of Directors of the ERESC specifically authorizes the Transportation Director and/or the Superintendent to impose and collect the penalties set forth herein from monies due the contractor under this agreement. If no other monies are due the contractor, the contractor will be billed the excess amount.

5. Should a contractor disagree with any penalty imposed and collected herein, they shall have the right to appear before the Board of Directors at the next scheduled meeting. Should the contractor fail to request the appearance before the Board of Directors at the aforesaid meeting, the contractor shall have been deemed to waive any objections to the fine imposed and collected.

<table>
<thead>
<tr>
<th>OFFENSE</th>
<th>PENALTY 1st Offense</th>
<th>PENALTY 2nd Offense</th>
<th>PENALTY 3rd Offense</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Lateness 15 minutes or more (A.M. or P.M.)</td>
<td>$50+5%</td>
<td>$100+5%</td>
<td>$300+5%</td>
</tr>
<tr>
<td>or Late three times in one week</td>
<td>$200+5%</td>
<td>$300+5%</td>
<td>$500+5%</td>
</tr>
<tr>
<td>Late (10) or more time in one month after October 31st</td>
<td>$750+5%</td>
<td>$1500+5%</td>
<td>$2500+5%</td>
</tr>
<tr>
<td>2. Failure to pick up or discharge student at approved stops or destination</td>
<td>$1000+5%</td>
<td>$2000+5%</td>
<td>$3000+5%</td>
</tr>
<tr>
<td>3. Failure to report accident immediately to the Police, ERESC and school principal of the receiving school</td>
<td>$2500+5%, Forfeiture of Route + any additional cost to school District + 5%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Failure to notify Trans. Dept. in writing if the Student fails to show for (3) consecutive days each week in a calendar month</td>
<td>$200</td>
<td>$300</td>
<td>$500</td>
</tr>
<tr>
<td>(For each occurrence) +5%</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>5. Failure to do dry runs prior to school opening, or the start of a new route (contact must be made with parent/guardian by phone, postcard, or in person giving p/u time.)</td>
<td>Per diem cost of the route +5%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Failure to provide aide where requested</td>
<td>$150+5%</td>
<td>$250+5%</td>
<td>$500</td>
</tr>
<tr>
<td>Forfeiture of Route + any additional cost +5%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. Doubling of Bus Routes.(Co-Mingling)</td>
<td>No payment for one route +Forfeiture of both routes + 5% additional cost +$1000.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8. Aide not assisting students on &amp; off bus and assisting students with seat belts</td>
<td>$50</td>
<td>$100</td>
<td>$200</td>
</tr>
<tr>
<td>+5% each offense</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9. Driver/Aide must know routes, must have route Print outs with students name &amp; addresses on the bus</td>
<td>$150</td>
<td>$200</td>
<td>$250</td>
</tr>
<tr>
<td>+5% each offense</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10. Driver/Aide smoking, eating or drinking on bus.</td>
<td>$200</td>
<td>$300</td>
<td>$500</td>
</tr>
</tbody>
</table>
11. Driver/Aide leaving student at school
   +5% each offense
   $150+5% $200+5% $250+5%

12. Failure to submit student attendance
    of each month
   $250
   +5% each offense

13. Driver/Aide allowing a student to cross
    two-way street.
   $500.00+5% +Termination of driver and aide

14. Driver pulling off before student is seated.
    $25 $50 $100
    +5% each offense

15. If an investigation indicates that a Driver/Aide
    suspends child from transportation or failure to pickup or
    drop off student (s) without proper authorization.
    Per diem cost of the route+5%

16. Failure to submit copies of Driver License for all
    Driver’s employed by your company to transport
    Students for ERESC
    Forfeiture of the route (s) + any additional cost

17. Failure to submit proof of Fingerprint compliance.
    Forfeiture of Route+ any additional cost+5%

18. Driver operating vehicle without CDL/with
    Passenger Endorsement and/or S Endorsement.
    Forfeiture of Route+ any additional cost
    + $2500.00+5%

19. Driver who does not remain with sporting
    activity to its completion.
    No payment for Trip+$1000.00+
    5% each offense

20. Vehicles that Do Not Show for Athletic/Field trip.
    No payment for Trip + $1000+5%

21. Failure to submit State Accident Report Form
    Within 10 days with Driver’s and School
    Principal’s signature
    Forfeiture of Route +$500.00+5%

22. Improper vehicle plates/Vehicle Stickers
    Forfeiture of Route+ any additional cost+5%

23. Failure to show Driver’s License, Insurance &
    Student Roster to ERESC’s monitors/School Administrators
    + any add’l cost to the district

24. Driver with unauthorized persons on vehicle
    $1000
    +5% each offense

25. Failure to provide valid driver’s License or
    $3,000,000 in Liability insurance, and
    Workers’ Compensation
    Forfeiture of route + any additional cost+5%

26. Failure to call and fax written report to ERESC within one
    $1000 + 5% $2000+5% $3000+5%
    hour of an accident
27. Failure to repair vehicles
   Per diem cost of the route for each offense +5%

28. Failure to have 24 hr contact phone #
   $200  $300  $500
   +5% each offense

29. Operating vehicle without a communication Device/cell phone
   $200  $300  $500
   +5% each offense

30. Failure to display school bus identification
    Company name on the vehicle
    Per diem cost of route + $500.00 + 5%
    Then Forfeiture of Route + any add’l cost

31. Failure to submit a Police Accident Report within (10) days to ERESC and school Principal of the receiving school
    $1000+5% + Forfeiture of route +5%

32. Failure to remove a vehicle/driver or aide
   per diem cost of the route +5%, Then Forfeiture of Route + any additional cost + any additional cost

34. Leaving a Student unattended on the bus, or Curb
    $5,000 penalty + 5%, & Forfeiture of route

35. Failure to provide vehicle according to Bid Spec.
    Forfeiture of route + any additional cost +5%

36. Driver not having Toll money for field trips/sporting activity
    $300+5%  $600+5%  $1250+5%

37. Driver/Aide dropping students at school before school opens in the AM
    $550.00 each occurrence + 5%

38. Failure to pickup students in the (PM) within (15) minutes of the Bell Time
    $550.00 each occurrence + 5%

39. If during any billing month total penalties exceed 50% of the monthly route cost
    Forfeiture of route + any additional cost + 5%

40. Failure to submit incident reports on same day of incident.
    $500+5%

41. Failure to pick up students AM or PM to/from school SECOND OFFENSE
    Per Diem cost of route + 5%
    Forfeiture of route + any additional cost + 5%

42. Failure to have vehicle student bus inspected/or transporting students on a vehicle no student bus inspected
    Forfeiture of route + any additional cost + 5%
45. Driver operating sub-contracted vehicle, not insured by Contractor  
   Forfeiture of route + any additional cost +5%

45. Failure to submit Annual Certification School Bus Driver’s report to ERESC as requested will result in your payment being withheld.

46. Failure to submit monthly invoice by the 1st of each month  
   $100.00 $150.00 $200.00  
   +5% each offense

47. Failure to pickup students in the AM or PM  
   Per diem cost of route +5%  
   If Contractor failed to pickup 2nd offense  
   Forfeiture of route + any additional cost

48. Failure to present proof of Driver/Aide Training  
   $1,000.00 + 5%

49. Failure to present proof of Drug Testing to ERESC  
   Forfeiture of route + any additional cost +5%

50. Failure to provide location of Depot where all buses are kept and the address of Maintenance Facility  
   $500.00 + 5%

51. Contractor’s failure to have their Bus Aides Trained by The ERESC  
   No payment for untrained Aide

52. Contractor taking directives from anyone other than the ERESC  
   Adding students to a run, change of address, p/u and d/o before receiving prior approval from the ERESC.  
   $550.00 + 5% for each occurrence

53. Failure to have “REAL TIME” GPS/Video Cameras on each vehicle.  
   $500.00 + 5%

54. Driver Operating School Vehicle while transporting students and using a cell phone while driving  
   $500.00 + 5% PENALTY

55. Failure to provide clean buses/vehicles  
   $250.00 + 5%

56. Failure to provide car seat/ or Harness as requested  
   $150.00 + 5%

**TRAINING PROGRAMS**

1. The contractor will be required to 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 aides.

3. Drivers and aides will be required to participate in scheduled school bus evacuation drills.
4. All drivers and aides who are involved in the operation of these routes may be required to attend a training session at the contractor’s expense.

5. Since the aide is the contractor’s primary contact with parents and pupils, they also possess a public relations function as well, and should be trained in dealing with handicapped pupils and their parents.

6. The contractor will be required to present proof to ERESC of training received by the Driver and Aide upon request.

7. The ERESC will be offering Bus Aide Training (3) times in a school year. The Contractors will be notified of the dates of attendance. This Bus Aide Training is mandatory for each Contractor to make available their Bus Aides to receive this Training.

ROUTES

1. The Contractor is required to conduct a dry or practice run for every route, including renewals prior to the start of the first day of school. **The direction of the vehicle from the last stop shall be along the safest most direct route to the destination.** This is in an effort to familiarize the driver with the route and to minimize delays. Also it is required that all contractors contact the parent/guardian of each child on the route to communicate approximate pick-up and drop-off times. This is also required when a new student is added to a route. Failure to comply will be treated as a violation and will result in an appropriate penalty.

2. **The contractor must submit documentation on the Dry Run Report form before the start of the contract that a dry run of the routes was completed prior to the start of school.**

3. Within 10 days of the start of the contract, the contractor shall submit to the ERESC 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 ERESC on the route description contained in the bid.

4. The addresses of the pupils to be transported and the name, location and scheduled hours of the school(s), which they attend, are appended to these specifications. All routes are home to school unless otherwise specified. Any variations must be approved by the ERESC in writing.

5. The successful bidder shall submit one copy of the route mileage report for each route, indicating one-way mileage, order of pick-up, time of pick-up, and the vehicle license number, driver and aide names within 10 days after the opening of the bids, to the Transportation Division for review and approval. Off route mileage requests will not be considered if a current Route Mileage Report is not on file with the ERESC.

6. No route contained in these specifications may be combined with any other ERESC route or with a route of another Board of Education without the express written permission of the ERESC.

7. The ERESC, through its administrators, will alone reserve the right, with the approval of the County Superintendent, to make reasonable route changes at its discretion.
8. It is the intent of these specifications to have the pupils arrive at their respective destinations not earlier than ten (10) minutes before school begins, not later than the time school convenes.

9. On the return trip (p.m.), the contractor is expected to begin the route immediately after the close of the school session.

10. All routes are to be designed and the time schedules arranged so that no pupil is required to ride on a vehicle for more than one hour without the express consent of the ERESC.

11. Additional information and instructions to these requirements will be noted on the individual route description as needed.

12. The ERESC’S Transportation Director may place a staff member on any route for monitoring purposes at its discretion.

MODIFICATIONS

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

2. The ERESC reserves the right to make modification of routes subject to the provision of the bid and of the rules of the State Board of Education.


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

   (a) Evidence of a federally approved Affirmative Action Plan; or

   (b) A certificate of Employee Information Report Approval; or

   (c) A completed Employee Information Report (AA302). This form is available upon request from the transportation office of the ERESC.

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

   (a) The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectionate or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectionate or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The
contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of the nondiscrimination clause.

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

c) The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract of understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers’ representative of the contractors’ commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d) The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

e) The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127 as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

(f) The contractor or subcontractor agrees to inform in writing the appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectionate or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

g) The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principals 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.

(h) In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading, and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectionate 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.

(i) The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the office from time to
time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. Of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

(j) 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

STOCKHOLDER DISCLOSURE

1. All bidders are hereby notified that every corporation and partnership, according to the provision of Chapter 33, Laws of 1977 of the State of New Jersey, must submit a statement prior to the receipt of the bid or accompanying the bid, setting forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more if 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 greater interest in that corporation or 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.

2. If a 10% change in interest of ownership takes place during the school year, an amended listing of names and addresses will be required within 30 days.

DRUG AND ALCOHOL TESTING

1. The contractor shall certify to the ERES on the prescribed form that they are in compliance with the drug and alcohol requirements of the Omnibus Transportation Employee Testing Act.

BACKGROUND CHECK

1. The contractor shall ensure compliance with the requirements of 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. The contractor shall certify to the ERES on the prescribed form that they are in compliance with these requirements.

TUBERCULOSIS TESTING

1. The contractor shall ensure that all bus drivers and bus aides are tested for tuberculosis infection in compliance with NJAC 6A:27-12.1. The contractor shall certify to the ERES on the prescribed form that they are in compliance with these requirements.
BUSINESS REGISTRATION CERTIFICATE

1. All bidders are hereby notified that every business organization must submit with their bid a copy of their Business Registration Certificate, in compliance with P.L., 2004, c 57 of the State of New Jersey.

DISCLOSURE OF POLITICAL CONTRIBUTIONS

1. The contractor is advised of the responsibility to file an annual disclosure statement of 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 $17,500 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.

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

1. All bidders are hereby notified that every business organization must submit with their bid a Disclosure of Investment Activities in Iran Form, Public Law 2012, c. 25.
**REQUIRED FORMS**

The following documents must be completed and submitted in order for your bid to be considered:

1. Experience of Bidder
2. Affirmative Action Questionnaire
3. Disclosure of Political Contributions
4. Prescribed Form of Questionnaire
5. Stockholder Disclosure
6. Non-Collusion Affidavit
7. Mantoux Testing Compliance
8. Drugs and Alcohol Testing Compliance
9. Fingerprint Compliance
10. CDL Compliance
11. CTSA Form
12. Business Registration Certificate
13. Bid Sheets
14. Bidder's Guarantee
15. Consent of Surety
16. Evidence of the Bidder’s Ability to Obtain the Required Insurance Coverage
17. Statement of Assurance-School Bus Annual Certification
18. Disclosure of Investment Activities in Iran Form

**Other required documents:**

1. Route Mileage Report
2. Vehicle Information Report
3. Student Conduct Report
4. Route Description (Special Education Students)
5. Route Description (Non-Public School Students)
6. Dry Run Report
7. Monthly Pupil Attendance Report (TR-2)
8. School Year Calendar
9. Student Three Day No Show Report
ESSEX REGIONAL EDUCATIONAL SERVICES COMMISSION

EXPERIENCE OF BIDDER

(TO ACCOMPANY THE BID)

A. Have you had previous experience in school or other bus transportation?
   Yes_______ No_______

B. If yes, how many years? _________

C. List all districts under contract in the past three years.
   (Note: All districts must be listed.)

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Contractor
By
Address

Phone #
ESSEX REGIONAL EDUCATIONAL SERVICES COMMISSION

AFFIRMATIVE ACTION QUESTIONNAIRE

(TO ACCOMPANY THE BID)

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 ERESC prior to the signing of the contract.

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

   A. If yes, a copy of the New Jersey State Certificate shall be submitted to the ERESC prior to the signing of the contract.

3. If you answer no to both of questions above, an Affirmative Action Employee Information Report (AA-302) MUST be obtained from the Essex County Superintendent’s Office. Complete the form and forward it to the Affirmative Action Office, Department of the Treasury, CN 209, Trenton, New Jersey 08625. A copy shall be submitted to the prior to award of the contract or prior to the signing 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.

Name ________________________________________________________________

Signature _____________________________________________________________

Title ________________________________________________________________

Date______________________________
DISCLOSURE OF POLITICAL CONTRIBUTIONS

The contractor is advised of the responsibility to file an annual disclosure statement of 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 $17,500 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.

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.

COMPANY NAME_________________________________________________________

Name ___________________________________________________________________

PRINT NAME

Signature __________________________________________________________________

Title _____________________________________________________________________

Date______________________________________________________________________
ESSEX REGIONAL EDUCATIONAL SERVICES COMMISSION

PRESCRIBED FORM OF QUESTIONNAIRE

(TO ACCOMPANY THE BID)

CORPORATE SURETY BOND

________CORPORATE __ Consent of Surety attached

Name of BOND Company __________________________________________________________

Address of Company ___________________________________________________________

Phone ____________________ Fax ____________________

Have you carefully read the applicable New Jersey Statutes, regulations, procedures, the rules of the ERESC 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 __________

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.

Signed: ______________________________

Address: ______________________________

_____________________________________________________________________________

Dated: ______________________________
ESSEX REGIONAL EDUCATIONAL SERVICES COMMISSION

STOCKHOLDER DISCLOSURE
(TO ACCOMPANY THE BID)

COMPANY IN COMPLIANCE WITH CHAPTER 33 OF THE LAWS OF 1977

The following constitutes the names and addresses of all stockholders in the corporation if the corporation is a bidder, or partners if the partnership is a bidder, 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 does stock or the individual partners own 10% or greater interest in that partnership, as the case may be, shall also be listed.

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<tr>
<th>Name __________________________</th>
<th>Address __________________________</th>
<th>Percentage of Ownership</th>
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Federal I.D. # ______________________

CERTIFY THAT THE FOREGOING INFORMATION IS CORRECT.

________________________________________  __________________________
SIGNATURE                                      DATE

AFFIRMATIVE ACTION EMPLOYMENT POLICY
This company is unequivocally committed to a policy of nondiscriminatory equal employment opportunity, irrespective of race, color, religion, sex or national origin. Our recruitment program, placement and promotion policies have been and will continue to be based on a fair judgment of individual talent and ability to perform the work effectively, safely and efficiently.
ESSEX REGIONAL EDUCATIONAL SERVICES COMMISSION

NON-COLLUSION AFFIDAVIT
(TO ACCOMPANY THE BID)

STATE OF NEW JERSEY, COUNTY OF ______________________

I, _______________________________ of the city of ______________________, in the County of ______________________ and the State of __________________ of full age, being duly sworn according to law on my oath depose and say that:

I am _______________________________ of the firm of ________________________, the bidder making the Proposal for the Student Transportation Contract, and that I execute the said proposal with full authority to do so, that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named bid and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Board of Directors of the ERESCE relies upon the truth of the statements contained in this affidavit in awarding the contract for the said bid.

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

(Name of Contractor)

Subscribed and sworn ________________________________

(Signature)

Before me this ___________ day of ____________________, 20________

________________________________

(Also type or print name)

_____________________________________

NOTARY PUBLIC

My Commission expires on ______________________, 20____
ESSEX REGIONAL EDUCATIONAL SERVICES COMMISSION

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 ERESC.

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 ERESC 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                                    Date
ESSEX REGIONAL EDUCATIONAL SERVICES COMMISSION

STATEMENT OF ASSURANCE

OMNIBUS TRANSPORTATION EMPLOYEE TESTING ACT COMPLIANCE CERTIFICATION FORM
(To Accompany the Bid)

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 ERESCE.

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 ERESCE 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                        Date
ESSEX REGIONAL EDUCATIONAL SERVICES COMMISSION

STATEMENT OF ASSURANCE

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

(TO ACCOMPANY THE BID)

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

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

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

(Form must be notarized)
ESSEX REGIONAL EDUCATIONAL SERVICES COMMISSION

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 Essex Regional Educational Services Commission to transport pupils, have been filed with the County Superintendent of Schools in _______________________ 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 ERESCE if a school bus driver operating an ERESCE 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

(Form must be notarized)
ESSEX REGIONAL EDUCATIONAL SERVICES COMMISSION  
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 ERESC, 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 ERESC if a school bus driver operating an ERESC 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  

(Form must be notarized)
## Coordinated Transportation Services Agency Membership Form

*(To accompany the bid – CTSA only)*

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<th>BOARD OF EDUCATION</th>
<th>CHIEF SCHOOL ADMINISTRATOR</th>
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Agency Name ____________________________________________________________

Address ________________________________________________________________

Authorized Representative Name and Title __________________________ (Print or Type)

Authorized Signature ____________________________________________________
ESSEX REGIONAL EDUCATIONAL SERVICES COMMISSION

DIVISION OF PURCHASE AND PROPERTY

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Solicitation Number:__________________ Bidder/Offeror__________________

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 the person or entity, or one of the person or entity’s parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, he/she 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 person or entity.

I certify pursuant to Public Law 2012, c.25 that the person or entity listed above for which I am authorized to bid/renew:

___ is not providing goods or services of $20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, AND

___ is not a financial institution that extends $20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the Division of Purchase and Property under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

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

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

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

NAME____________________________________________RELATIONSHIP TO BIDDER/OFFEROR________________

DESCRIPTION OF ACTIVITIES___________________________________________________
______________________________________________________________________________
______________________________________________________________________________

DURATION OF ENGAGEMENT__________________________ ANTIPOCATED CESSATION DATE________________

BIDDER/OFFEROR CONTACT NAME_____________________ CONTACT PHONE#____________________

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge 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 answers of information contained herein. I acknowledge 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 recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

FULL NAME (PRINT)_____________________________________ SIGNATURE____________________

TITLE____________________________________________ DATE____________________
ESSEX REGIONAL EDUCATIONAL SERVICES COMMISSION

BID SHEET

- Increase/Decrease cost must be included in the bid. **No blank is accepted.**
- The following routes and aide (if applicable) are to be bid on a Per Diem basis.
- Routes which require an aide are so indicated by an asterisk (*). **No blank is accepted.**

**TO ACCOMPANY THE BID**

I hereby submit the following to transport pupil(s) as per your advertisement and specifications for:

<table>
<thead>
<tr>
<th>Route #</th>
<th>per Diem Rate Per Route</th>
<th>Increase/Decrease Adjustment Cost per Mile</th>
<th>Attendant/Aide per Diem Cost</th>
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Bid security is furnished in the amount $ ____________, in the form of:

- Cashier’s Check ________
- Certified Check ________
- Bid Bond ________

The undersigned hereby certifies that he has read the “Specifications” and has become familiar with all the contents thereof; and that this bid is submitted in strict accordance with said specifications, conditions and instructions that are binding and become part of this bid.

Contractor Name: __________________

Address: ______________________________________________________

Telephone #: __________________ Fax#: _____________________

Signature & Title: ______________________________________________

For additional bids, continue on next page
ESSEX REGIONAL EDUCATIONAL SERVICES COMMISSION
BID SHEET

- Increase/Decrease cost must be included in the bid. **No blank is accepted.**
- The following routes and aide (if applicable) are to be bid on a Per Diem basis.
- Routes which require an aide are so indicated by an asterisk (*). **No blank is accepted.**

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Cashier’s Check _________ Certified Check _________ Bid Bond _________

The undersigned hereby certifies that he has read the “Specifications” and has become familiar with all the contents thereof; and that this bid is submitted in strict accordance with said specifications, conditions and instructions that are binding and become part of this bid.
Contractor Name: __________________________________________

Address: __________________________________________________

Telephone #: ____________________ Fax#: ____________________

Signature & Title: __________________________________________
ESSEX REGIONAL EDUCATIONAL SERVICES COMMISSION

ROUTE MILEAGE REPORT
200__-200__

Contractor Name: ________________________________________________________________

Route #: _______________________________  Destination: ______________________________

VEHICLES:

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<th>YEAR</th>
<th>MAKE</th>
<th>LICENSE PLATE #</th>
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THIS REQUEST IS FOR ONE WAY MILEAGE ONLY

Odometer reading at beginning of route ________________________ (MILES)

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<th>TIME OF PICK UP</th>
<th>NAME/ADDRESS IN ORDER OF PICK UP</th>
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Odometer reading at end of route ________________________________ (MILES)

Driver's Name____________________________  Driver's License#___________________________

Aides's Name____________________________
ESSEX REGIONAL EDUCATIONAL SERVICES COMMISSION

VEHICLE INFORMATION REPORT

The vehicle year, make and model shall be reported as listed on the vehicle registration.

<table>
<thead>
<tr>
<th>VEHICLE YEAR</th>
<th>VEHICLE MAKE &amp; MODEL</th>
<th>LEGAL SEATING CAPACITY</th>
<th>LICENSE PLATE NUMBER</th>
</tr>
</thead>
</table>

Firm Name: _______________________________________________________

Address: _______________________________________________________

Telephone #: ____________________  Fax#: ____________________

Signature & Title: _______________________________________________
ESSEX REGIONAL EDUCATIONAL SERVICES COMMISSION

PHONE NUMBER (973) 405-6262 EXT. 200, 281, 242, 247, OR 287
FAX# 973-405-6566

STUDENT CONDUCT REPORT

BUS NO/ROUTE# ____________ SCHOOL: ________________________________

DATE OF INCIDENT: ________ TIME OF INCIDENT: ____________

Pupils who ride buses are subject to rules and regulations designed to provide safe transportation to and from school. Any behavior which distracts the driver is a serious hazard to the safe operation of the vehicle, and as such, jeopardizes the safety of all passengers. Consequence of continued inappropriate behavior may result in bus riding privileges being denied by the school principal.

The following student has been cited for an infraction noted below:

Student’s Name  ____________________________________________

Describe the incident.

____________________________________________________________________________

____________________________________________________________________________

____________________________________________________________________________

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PRINT DRIVER/AIDE’S NAME: _____________________________________________

DRIVER/AIDE’S SIGNATURE: _____________________________DATE: ____________
SAMPLE

ROUTE DESCRIPTION
SPECIAL EDUCATION STUDENTS

ROUTE NO. ________________________

DESTINATION(S) _____________________________________________________________

ARRIVAL TIME AT FIRST STOP ___________________ A.M.

STOP #1 Old Short Hills Road at Fairfield Drive
2 Beechcroft Road at West Beechcroft Road
3 Great Hills Road at Tall Pine Lane
4 Wildwood Drive at Hampshire Road
5 Highview Road at Farbrook Drive

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

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

Vehicle shall arrive at the destination no earlier than ________________ or later than ________________.

P.M. Run begins at the ________________ School at ________ P.M. and shall be the reverse of the A.M. run unless so indicated.

Minimum Vehicle Capacity ________________________________________________

Equipment __________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________

THE STARTING DATE OF THIS ROUTE IS ________________ (if other than the first day of school according to the calendar)
SAMPLE

ROUTE DESCRIPTION
NONPUBLIC SCHOOL STUDENTS

ROUTE NO. ________________________

DESTINATION(S) ____________________________________________________________

ARRIVAL TIME AT FIRST STOP ___________________ A.M.

STOP #1  Old Short Hills Road at Fairfield Drive
2       Beechcroft Road at West Beechcroft Road
3       Great Hills Road at Tall Pine Lane
4       Wildwood Drive at Hampshire Road
5       Highview Road at Farbrook Drive

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

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

Vehicle shall arrive at the destination no earlier than _________________ or later than ________________.

P.M. Run begins at the _________________ School at ________ P.M. and shall be the reverse of the A.M. run unless so indicated.

Minimum Vehicle Capacity ______________________________________________________

Equipment ____________________________________________________________________

______________________________________________________________________________

Special Instructions _____________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

THE STARTING DATE OF THIS ROUTE IS _________________ (if other than the first day of school according to the calendar)
ESSEX REGIONAL EDUCATIONAL SERVICES COMMISSION

DRY RUN REPORT

CONTRACTOR __________________________________________________

<table>
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<th>ROUTE #</th>
<th>SCHOOL</th>
<th>DRY RUN DATE</th>
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</tbody>
</table>

Dispatcher or Manager Signature

Date
<table>
<thead>
<tr>
<th>STUDENT’S NAME</th>
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</table>
## SAMPLE

### SCHOOL YEAR CALENDAR

<table>
<thead>
<tr>
<th>MONTH</th>
<th>DATE</th>
<th>EVENT</th>
<th>DAYS POSSIBLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>September</td>
<td>3</td>
<td>Staff and Faculties</td>
<td></td>
</tr>
<tr>
<td></td>
<td>**4</td>
<td>Freshman Day - Schools Open</td>
<td></td>
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<tr>
<td></td>
<td>5</td>
<td>All Students</td>
<td></td>
</tr>
<tr>
<td></td>
<td>25</td>
<td>Yom Kippur - Schools Closed</td>
<td>18 days</td>
</tr>
<tr>
<td>October</td>
<td>14</td>
<td>Columbus Day - Schools Closed</td>
<td>22 days</td>
</tr>
<tr>
<td>November</td>
<td>7, 8</td>
<td>NJEA Convention - Schools Closed</td>
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<td></td>
<td>11</td>
<td>Veteran's Day - Schools Closed</td>
<td></td>
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<tr>
<td></td>
<td>28, 29</td>
<td>Thanksgiving Holidays - Schools Closed</td>
<td>16 days</td>
</tr>
<tr>
<td>December</td>
<td>23-31</td>
<td>Christmas Holidays - Schools Closed</td>
<td>15 days</td>
</tr>
<tr>
<td>January</td>
<td>1</td>
<td>New Year Celebration - Schools Closed</td>
<td></td>
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<tr>
<td></td>
<td>2</td>
<td>Schools Re-open</td>
<td></td>
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<tr>
<td></td>
<td>20</td>
<td>Martin Luther King, Jr.'s Birthday - Schools Closed</td>
<td>21 days</td>
</tr>
<tr>
<td>February</td>
<td>17, 18</td>
<td>Winter Holidays - Schools Closed</td>
<td>18 days</td>
</tr>
<tr>
<td>March</td>
<td>28</td>
<td>Good Friday - Schools Closed</td>
<td>20 days</td>
</tr>
<tr>
<td>April</td>
<td>21-25</td>
<td>Spring Holidays - Schools Closed</td>
<td>17 days</td>
</tr>
<tr>
<td>May</td>
<td>26</td>
<td>Memorial Day - Schools Closed</td>
<td>21 days</td>
</tr>
<tr>
<td>June</td>
<td>20</td>
<td>Schools Close for the Year</td>
<td>15 days</td>
</tr>
</tbody>
</table>

**TOTAL 183 days**

**GRADUATION:** Saturday, June 21

** Indicates 1/2 days.

* Any snow days or other emergencies causing schools to be closed more than two (2) days will be made up during the Spring Holidays. The first makeup day would be Friday, April 25, 20___ and the second, Thursday, April 24, 20___ , and so on. Unused snow days will be deducted from the calendar.
ESSEX REGIONAL EDUCATIONAL SERVICES COMMISSION

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: ________________________________