

**WESTFIELD  
BOARD OF EDUCATION**

**UNION  
COUNTY**

**2018/2019  
SCHOOL YEAR**

**BID SPECIFICATIONS**

**FOR**

**SCHOOL RELATED ACTIVITIES**

**STUDENT TRANSPORTATION SERVICES**

**BID NUMBER FT-1819**

**LEGAL NOTICE  
SPECIFICATIONS  
PRESCRIBED QUESTIONNAIRE  
STOCKHOLDERS' DISCLOSURE STATEMENT  
AFFIRMATIVE ACTION QUESTIONNAIRE/STATEMENT  
NON-COLLUSION AFFIDAVIT  
BID SHEET**

**March 2018**

specs\_school

LEGAL NOTICE

The School Business Administrator/Board Secretary of the Westfield Board of Education, in the County of Union, State of New Jersey, by authority of said Board, solicits sealed bids for pupil transportation. Bids to be received at the Business Office of the Westfield Board of Education, located at 302 Elm Street, Westfield, NJ 07090, up to 2:00 pm on Thursday, June 21, 2018.

STUDENT TRANSPORTATION SERVICES  
FOR SCHOOL RELATED ACTIVITIES

2018/2019 School Year

Specifications and full information may be obtained upon application at the Business Office of the Westfield Board of Education, located at 302 Elm Street, Westfield, NJ 07090.

All bids must be submitted on a bid form which will be furnished upon application at the Office of the Westfield Board of Education. Bids which are not submitted on such form may be rejected.

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

The Board of Education reserves the right to reject any or all bids.

By order of the Westfield Board of Education

Dana Sullivan  
School Business Administrator/Board Secretary

**SPECIFICATIONS FOR SCHOOL RELATED ACTIVITIES**  
**STUDENT TRANSPORTATION SERVICES**

WESTFIELD BOARD OF EDUCATION

2018/2019 School Year

**GENERAL PROVISIONS**

1. All contractors shall comply with current applicable New Jersey statutes, regulations and with the policies and procedures of the district board of education governing student transportation.
2. The term of the contract shall, in general, be from September 1 through June 30. Student transportation contracts are deemed to include all the rules and procedures pertaining to student transportation though not expressly stated.
3. It is the intent of the Board of Education to award a contract for transportation as soon as possible after the date set for the opening of bids and to require the successful contractor to provide transportation in accordance with these specifications.
4. The successful bidder will be considered an independent contractor and shall not be deemed to be an agent, servant, employee, or representative of the board of education.
5. As authorized by the district board of education, only enrolled eligible public and private school students, adults serving as chaperones or school personnel shall be transported. The vehicle(s) assigned to the transportation specified herein shall not be utilized for other purposes during the time periods designated.
6. Vehicle(s) shall arrive and/or depart the destinations as required.
7. No transportation contract shall be subcontracted without the prior written approval of the board of education.
8. Bids are to be placed in a sealed envelope and plainly marked, "BID FOR STUDENT TRANSPORTATION SERVICES, WESTFIELD SCHOOL DISTRICT" and presented to the board in session, authorized committee, designated official or employee of the board. The board or designated official shall unseal the bids in the presence of the parties bidding and publicly announce the contents. Bids will be received at the Westfield Board of Education Business Office, located at 302 Elm Street, Westfield, NJ 07090 up to 2:00 pm prevailing time on June 21, 2018.
9. If awarded a contract, your company/firm will ensure compliance with all applicable federal, state and local regulations and will certify such compliance to the board of education upon request.

10. The Board of Education reserves the right to transfer transportation contracts awarded under these specifications to another Board of Education.
11. If any litigation should arise between the Board of Education and the successful bidder pursuant to the award of this contract, the venue for any suit shall be laid in the Superior Court of New Jersey, Law Division, in the county where the Board of Education administering the contract is located.
12. All equipment shall meet the current specifications for transportation as set forth in the rules of the New Jersey Department of Transportation, the State Board of Education, federal regulations and any additional specifications of the board of education.
13. Commingling of students from other school districts is not allowed unless authorized, in writing, by the board of education.

### **VEHICLES**

1. Transportation equipment shall be properly registered by the Department of Transportation or Motor Vehicle Commission, as appropriate, and meet all current specifications in accordance with Federal and State law, the rules of the State Board of Education, and any additional specifications of this district's board of education.
2. All vehicles shall be inspected and display an appropriate 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 buses, including spares, to safely perform the transportation required by these specifications to assure uninterrupted service in the event of mechanical breakdown.

### **ACCIDENT REPORTING**

1. Contractors shall ensure that every school bus driver will: a) immediately inform the principal(s) of the receiving school(s) and the school business administrator or designee of the district board of education providing the transportation following an accident which involves an injury, death, or property damage, b) complete and file the accident report as prescribed by the Commissioner of Education and deliver it to the principal(s) of the receiving school(s) by the conclusion of the next working day, and c) deliver the report to the school business administrator or designee of the district board of education providing the transportation after it is signed by the principal(s) of the receiving school(s) in accordance with *N.J.A.C. 6A:27-12.2*. In addition, the driver must also complete and file a motor vehicle accident report in accordance with *N.J.S.A. 39-4:130*.

### **REPORTING STUDENT LEFT UNATTENDED ON THE SCHOOL BUS**

1. Every owner/operator of a school vehicle shall immediately inform the administrator or principal of the receiving school and the chief school administrator of the district board of education providing for the transportation or their designee following an incident in which it

has been determined that a student has been left unattended on the school bus at the end of the route. School district or school bus contractor personnel who discover, or to whom it is reported, that a student has been left on a school bus shall immediately report the incident to the owner/operator of the vehicle. A student is considered to have been left unattended on the school bus at the end of the route when the driver has left the vicinity of the bus.

### **DRIVERS/AIDES**

1. The driver shall be a reliable person of good character who shall possess the qualifications and communication skills necessary to perform the duties of the position, and comply with the rules set forth for drivers in all applicable federal, state and local regulations including, but not limited to, the Omnibus Transportation Employee Testing Act, N.J.S.A. 18A:39-17 through 20 (background check) and tuberculosis testing.
2. The bus driver shall be in full charge of the school bus at all times and will be required to report unmanageable students to the district transportation supervisor and principal of the receiving school on the district prescribed incident/discipline form.
3. A bus aide shall be a reliable person of good character who shall possess the qualifications and communication skills necessary to perform the duties of the position, and comply with the rules set forth for aides in all applicable state and local regulations.
4. Bus aides shall attend to the special needs of students, maintain order on the vehicle to ensure the safety of all students, assist students getting on and off the vehicle as needed, and other duties which may be specified by the board of education.
5. If, in the judgment of the Board of Education, any driver or aide assigned to a vehicle operating under a contract awarded by this bid shall be deemed to be an unsuitable person for their position because of lack of skills necessary to perform their duties, inability to control students, failure to comply with the rules and regulations, incapacity, unbecoming conduct, or other good cause, the contractor may be required to remove the driver and/or aide from the route or all district routes. If the contractor fails to comply with this provision, the contractor may be required to show cause why this failure to comply is not deemed to constitute a breach of contract and may set aside and annul the contract.

### **COUNTY SUPERINTENDENT APPROVAL**

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

### **PAYMENT TERMS**

1. Contracts will be calculated based on the actual services performed. Payments to contractors shall be made on or about the 30th day of the month. Payments will be made monthly, provided an appropriate invoice is submitted by the middle of the month.

2. The contractor shall execute the contract and submit it to the district board of education with all required related documents in order for the district board of education to comply with the timeline for submission of contracts to the county superintendent. Failure to do so may result in a delay in the scheduled payment of services. Contractors shall visit the Department of Education's Student Transportation website to become familiar with the contract to be executed.
3. Payments are subject to approval by the board of education. Therefore, payments may be delayed depending on the Board's meeting schedule.

### **EMERGENCY PROVISIONS**

1. In the event a scheduled trip is cancelled 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 ADJUSTMENTS**

1. The bidder shall submit the bid on the bid sheet contained in these bid specifications. Bids shall be submitted as indicated on the enclosed bid sheet. Other bid sheets are not acceptable.
2. If an adjustment is required, it shall be in accordance with the provisions specified in the bid.

### **INSURANCE COVERAGE**

1. Unless otherwise specified by the board of education, the contractor shall provide automotive liability insurance in the minimum amount required by Motor Vehicle Commission and Department of Education regulations. The board of education requires an insurance coverage greater than the minimum amount, the contractor shall provide automotive liability insurance in the amount of \$1,000,000.00 combined single limit per occurrence. Bidders will be required to provide, with the bid, evidence of their ability to obtain the required insurance coverage. A certificate of insurance for the duration of the contract is to be presented by the successful bidder. The certificate of insurance shall state that the contracting board of education is an additional insured party to the policy.
2. The district board of education and the Executive County Superintendent shall be notified by the insured whenever any policy is cancelled. Notification shall be made within 48 hours of the receipt of the notification of the cancellation by the insured, and before the cancellation takes effect.
3. The contractor will protect, defend, and save harmless the Board of Education from any suits or actions of every nature and description brought against it for or on account of any injuries

or damages received or sustained by any party or parties by or from any acts of the contractor, its servants or agents as a result of the performance of the contract.

### **BID GUARANTEE**

1. Each bid shall be accompanied by a bid bond, cashier's or certified check for five percent (5%) of the sum of all individual bid amounts times the number of estimated trips as specified on the enclosed bid sheet, but in no case may the certified check, cashier's check or bid bond exceed \$50,000. No other form of guarantee is authorized. This guarantee shall be made payable to the Board of Education. Such deposit shall be forfeited upon refusal of a bidder to execute a contract; otherwise, checks shall be returned when the contract is executed and a surety (performance) bond is filed with the Board of Education. The bid guarantee shall be identified by the bid number assigned to the bid for which it is submitted. The bid guarantee for all unsuccessful bidders, except for the three lowest bidders, will be returned within 10 days after the bid opening (Saturdays, Sundays and holidays excepted).
2. Each bid shall be accompanied by a Consent of Surety.

### **PERFORMANCE GUARANTEE**

1. A corporate and/or personal performance surety bond shall be required by the successful bidder in an amount equal to the estimated annual contract amount based on the bid amount times the estimated number of trips, or an amount specified by the board. The performance guarantee shall be identified by the multi contract number or route/trip number for which it is submitted. Each bid shall be accompanied by a signed Prescribed Form of Questionnaire, included in these specifications.
2. If personal bonds are permitted by these specifications, a contractor who submits a personal bond will ensure that the bondspersons providing the performance guarantee provide a list of all school districts in which they are bonding contracts and the amount of the contracts bonded. Additionally, evidence of the value of the property listed as security shall be provided upon request.

### **BREACH OF CONTRACT/PENALTIES**

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

### **TRAINING PROGRAMS**

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

## **TRIPS**

1. The direction of the vehicle shall be the safest most direct route to and from the destination.

## **MODIFICATIONS**

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

## **AFFIRMATIVE ACTION**

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in



accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

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

### **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 of its stock, of any class or of all partners in the partnership, who own 10% or greater interest therein, as the case may be. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partner's

10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, has been listed.

### **BUSINESS REGISTRATION**

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

### **DRUG AND ALCOHOL TESTING**

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

### **BACKGROUND CHECK**

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

### **DRIVER AND AIDE TRAINING**

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

### **TUBERCULOSIS TESTING**

1. The contractor shall ensure that all bus drivers and bus aides are tested for tuberculosis infection in compliance with *N.J.A.C.* 6A:32-6.3.

### **DISCLOSURE OF POLITICAL CONTRIBUTIONS**

1. The contractor is advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to *N.J.S.A.* 19:44A-20.13 (P.L. 2005, c.271, s.3) if the contractor receives contracts in the aggregate in excess of \$50,000 from public entities in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

**MAINTENANCE OF CONTRACT RECORDS**

The contractor is advised that relevant records of private vendors or other persons entering into contracts with covered entities are subject to audit or review by the Office of the State Comptroller pursuant to *N.J.S.A. 52:15C-14(d)*. The contractor shall maintain all documentation related to products, transactions, or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

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

- Bidder's Guarantee
- Business Registration Certificate
- Evidence of the Bidder's Ability to Obtain the Required Insurance Coverage
- Omnibus Transportation Employee Testing Act Compliance Assurance
- School Bus Driver Annual Certification Compliance Assurance
- Disclosure of Investment Activities in Iran
- Prescribed Questionnaire
- Consent of Surety
- Stockholder's Disclosure Statement
- Coordinated Transportation Services Agency Membership Form (CTSA only)
- Affirmative Action Documentation or Questionnaire
- Non-Collusion Affidavit
- Bid Sheet

**BID FT-1819 - WESTFIELD BOARD OF EDUCATION - SCHOOL BUSES FOR FIELD TRIPS**

Field Trip No.	54-Passenger School Bus - Various Destinations	Departure/Return Times	Hourly Bus Rate	Overtime Rate	Tolls and/or Parking Rate
FT-1	IN STATE within a 10-mile radius-Monday thru Friday	Between the hours of 8:00 am to 3:00 pm			
FT-1A	IN STATE within a 10-mile radius-Monday thru Friday	After 3:00 pm			
FT-2	IN STATE within a 25-mile radius - Monday thru Friday	Between the hours of 8:00 am to 3:00 pm			
FT - 2A	IN STATE within a 25-mile radius - Monday thru Friday	After 3:00 pm			
FT - 3	IN STATE over a 25-mile radius but under a 100-mile radius - Monday thru Friday	Between the hours of 8:00 am to 3:00 pm			
FT - 3A	IN STATE over a 25-mile radius but under a 100-mile radius - Monday thru Friday	After 3:00 pm			
FT - 4	OUT OF STATE - Monday thru Friday	Between the hours of 8:00 am to 3:00 pm			
FT - 4A	OUT OF STATE - Monday thru Friday	After 3:00 pm			
FT - 5	IN STATE - weekends	Varies			
FT - 5A	OUT OF STATE - weekends	Varies			