

LINDEN BOARD OF EDUCATION
2 EAST GIBBONS STREET
LINDEN, NEW JERSEY 07036-2951

UNION COUNTY

2023 - 2024 SCHOOL YEAR

BID SPECIFICATIONS FOR
STUDENT TRANSPORTATION SERVICES

SUMMER STUDENT TRANSPORTATION SERVICES – 2023-2024
STUDENT TRANSPORTATION SERVICES 2023-2024

ROUTES:
ESY-3, ESY-4, ESY-5, ESY-6, ESY-7, ESY-LMED
VT-2

BID NUMBER: 4A-2023

Friday, April 28th, 2023
10:00 A.M.

LEGAL NOTICE
SPECIFICATIONS
PRESCRIBED QUESTIONNAIRE
STOCKHOLDERS' DISCLOSURE STATEMENT
BUSINESS REGISTRATION CERTIFICATE
AFFIRMATIVE ACTION QUESTIONNAIRE/STATEMENT
NON-COLLUSION AFFIDAVIT
BID SHEET
POLITICAL CONTRIBUTION DISCLOSURE FORM
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN
CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

LINDEN BOARD OF EDUCATION

LEGAL NOTICE

The School Business Administrator/Board Secretary of the Linden Board of Education, in the County of Union, State of New Jersey, by authority of said Board, solicits sealed bids for student transportation. Bids to be received at the Business Office of the Linden Board of Education, located at 2 E. Gibbons Street, Linden, NJ 07036-2951 up to **10:00 A.M.** prevailing time on **Friday, April 28th, 2023.**

STUDENT TRANSPORTATION SERVICES: 2023-2024

ROUTES:

**ESY-3, ESY-4, ESY-5, ESY-6, ESY-7, ESY-LMED
VT-2**

Specifications are available upon request at the Business Office of the Linden Board of Education, located at located at 2 E. Gibbons Street, Linden, NJ 07036-2951.

All bids must be submitted on the bid form contained in the specifications. Bids which are not submitted on such form may be rejected. Bid security in the amount of 10% is required in the form of a bank check or bid bond.

Bidders are required to comply with the requirements of N.J.S.A. 10:50-31 and N.J.A.C. 17:27 Affirmative Action and P.L. 2005, c. 57 N.J. Business Registration.

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

By order of the Linden Board of Education.

Linden Board of Education
Linden, NJ 07036-2951
John A. Serapiglia
Business Administrator/Board Secretary

DATE OF ADVERTISEMENT: **Tuesday, April 11th, 2023**

LINDEN BOARD OF EDUCATION

SPECIFICATIONS FOR STUDENT TRANSPORTATION SERVICES TO AND FROM SCHOOL

2023-2024 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 **June 26th through August 10th, 2023**, according to the school calendar (**or in accordance with Route Description Specifications**). Student transportation contracts are deemed to include all the rules and procedures pertaining to student transportation though not expressly stated.
3. It is the intent of the Board of Education to award a contract for transportation as soon as possible after the date set for the opening of bids and to require the successful contractor to provide transportation in accordance with the school calendar. The school calendar, copy attached, is part of these specifications and of the contract.
4. The successful bidder will be considered an independent contractor and shall not be deemed to be an agent, servant, employee, or representative of the board of education.
5. As authorized by the district board of education, only enrolled eligible public and private school students, adults serving as chaperones or school personnel shall be transported. The vehicle(s) assigned to the routes specified herein shall not be utilized for other purposes during the time periods designated by the route descriptions.
6. Vehicle(s) shall arrive and/or depart the assigned school(s) as indicated on the enclosed route descriptions.
7. No transportation contract shall be subcontracted without the prior written approval of the board of education.
8. Bids are to be placed in a sealed envelope and plainly marked, "BID FOR STUDENT TRANSPORTATION SERVICES, LINDEN 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 Linden Board of Education Business Office, located at 2 E. Gibbons Street, Linden, up to **10:00 A.M.** prevailing time on **Friday, April 28th, 2023**.
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.

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VEHICLES

1. Transportation equipment shall be properly registered by the Motor Vehicle Commission, meet all current specifications in accordance with Federal and State law, the rules of the State Board of Education, and any additional specifications of this district's board of education.
2. All vehicles shall be systematically inspected twice within the year and display a school bus certification inspection sticker to ensure that such vehicles and equipment are in safe and proper operating condition.
3. The contractor shall provide and maintain an adequate number of school buses, including 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.
4. All vehicles shall be equipped with seat belts as required by State Law.
5. The School district retains the right to inspect the school buses and all other vehicles at reasonable times by all reasonable means to insure safety compliance.
6. Smoking is not permitted on any buses that are used for Linden Public Schools, Non-Public or Specials Educations Routes.
7. All vehicles will be assigned Route Numbers for identifications purposes. During the entire time of the contract, all vehicles will have route numbers clearly visible on the sign(s) provided by the Linden Board of Education. The signs shall be placed in the right side, second window and must be displayed at all times. No more than one 8 ½ x 11-inch sign may be displayed at a time. Only one route number, the number of the route presently being run, may be displayed at a time.
8. The bidder shall furnish daily cleaning and bi-monthly exterior cleaning, of all vehicles. Exterior cleaning shall be excused when the temperature is at or below 20 degrees Fahrenheit. The windows shall be clean regardless of temperature. The bidder shall also perform daily pre-trip and post trip inspections and promptly correct any deficiencies discovered on any vehicles or equipment to be utilized under the contract.
9. Each school bus shall be equipped with video camera housing. The contractor shall provide at the Districts request video surveillance cameras. The driver is responsible for activating and deactivating the camera.
10. An identification list of vehicles being used in the school district must be provided to the Linden Schools Transportation Department. This list should include vehicle registration number, license plate number, make and model, year of vehicle and bus number.
11. Each school bus driver is required to complete a daily condition report and submit it to the school district upon request.

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ACCIDENT REPORTING

1. Contractors shall ensure that every school bus driver will immediately inform the principal of the receiving school following an accident which involves an injury, death, or property damage. In addition to the principal, the school business administrator must be informed of each accident which involves an injury, death or property damage. The driver must complete and file the accident report as prescribed by the Commissioner of Education and deliver it to the principal of the receiving school by the conclusion of the next working day. The driver must also complete and file a motor vehicle accident report in accordance with *N.J.S.A. 39-4:130*.
2. The contractor is to immediately send out a replacement bus, and except in the event of an accident, transfer the students in a safe and timely manner and continue the route.
3. Contractor will be responsible to notify the Linden School District's Transportation Department immediately when an accident of any type occurs.
4. The bus driver involved in the accident will be responsible to supply the Linden School District's Transportation Department with a copy of the official police report, and copy of the official New Jersey State Accident report detailing all pertinent information.

DRIVERS/AIDES

1. The driver shall be a reliable person of good character who shall possess the qualifications and communication skills necessary to perform the duties of the position, and comply with the rules set forth for drivers in all federal, state and local regulations including, but not limited to, the Omnibus Transportation Employee Testing Act, *N.J.S.A. 18A:39-17* through 20 (background check), and tuberculosis testing.
2. If a student assigned to a special education route is not present at the assigned bus stop for three consecutive days, the contractor shall report this absence to the district transportation supervisor.
3. The bus driver shall be in full charge of the school bus at all times and will be required to report unmanageable students to the district transportation supervisor and principal of the receiving school on the district prescribed incident/discipline form.
4. A bus aide assigned to a route awarded by this bid shall be a reliable person of good character who shall possess the qualifications and communication skills necessary to perform the duties of the position, and will be required to comply with the criminal background check and tuberculosis testing as prescribed by law.
5. Bus aides shall attend to the special needs of students, maintain order on the vehicle to ensure the safety of all students, assist students getting on and off the vehicle as needed, and other duties which may be specified by the board of education.

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6. If, in the judgment of the Board of Education, any driver or aide assigned to a vehicle operating under a contract awarded by this bid shall be deemed to be an unsuitable person for their position because of lack of skills necessary to perform their duties, inability to control students, failure to comply with the rules and regulations, incapacity, unbecoming conduct, or other good cause, the contractor may be required to remove the driver and/or aide from the route or all district routes. If the contractor fails to comply with this provision, the contractor may be required to show cause why this failure to comply is not deemed to constitute a breach of contract and may set aside and annul the contract.
7. The drivers must be able to speak and write effectively (must be fluent in English) with students in order to keep an orderly bus at all times. This is necessary to be able to respond to emergencies, manage the bus and passengers, and maintain order on the bus. If the driver is not fluent in English, both written and verbal, the contractor shall provide at their own expense an interpreter on the bus at all times.
8. Drivers are required to drive their assigned routes at least twice, once in the AM and once in the PM during actual route times, prior to the opening of school to familiarize themselves with the route. Such practice drives are at the contractors' expense. It is the contractors' responsibility to see that the drivers meet this requirement. The practice runs are to be driven the 2 weeks before school begins. The contractors are to confirm this in writing prior to the opening of the New School Year with the Transportation Department. The contractors are then to forward to the Transportation Department a copy of the routes with directions and modifications in the pick up and drop off times.
9. Cell Phone: Usage is for Emergency **ONLY**. Bus Drivers are to pull safely over to the side of the road in order to use their phone. This is in accordance with N.J.S.A.39:3B-25.
10. Drivers shall obey posted speed limits at all times, taking special care to adjust for speed bumps and the weather conditions.
11. Both regular and substitute drivers and attendants shall be assigned as consistently as possible to the same bus run for the purpose of route familiarization and pupil control. It is the express desire of the School District that the rate of turnover be minimal.
12. Drivers and attendants must treat student information obtained through the Medic Alert photo card with strict confidentiality.
13. The Linden Public Schools District requires Photo Identification on ID Badge for all Bus Drivers and Aides. The badge must state the employee's name, have a photo of the employee, and be worn while performing job duties for the school district. This requirement also applies to substitute drivers and aides. If no Badge is available, a photo I.D. must be available and presented upon request.

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COUNTY SUPERINTENDENT APPROVAL

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

PAYMENT TERMS

1. Payments to contractors shall be made on or about the last day of the month. Payments will be made in monthly installments, provided an appropriate invoice is submitted by the last day of the prior 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.
3. Payment for the month of June will be made by July 30th.
4. Per diem contracts will be calculated on the actual number of days transportation services were performed.
5. Payments are subject to approval by the board of education. Therefore, payments may be delayed depending on the Board's meeting schedule.

EMERGENCY PROVISIONS

1. In the event the school is closed due to inclement weather or other emergencies, the contractor shall be notified as soon as possible by the public school authorities providing transportation. Contractors are advised to 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 on a per diem or per annum basis as indicated on the enclosed bid sheet. Other bid sheets are not acceptable.
2. If any change in the described route results, the amount of the contract shall be adjusted as specified in the bid. Bids which do not include an adjustment amount will not be accepted.
3. The net result of any mileage adjustment to a nonpublic school transportation contract shall not exceed the maximum cost per student in accordance with N.J.S.A. 18A:39-1a. Calculations to determine the per student cost shall include all students on the route, public and nonpublic.

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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. If the board of education requires an insurance coverage greater than the minimum amount, the contractor shall provide automotive liability insurance in the amount of \$5,000,000.00 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 of the policy. 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.
2. 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.
3. The Contractor shall secure and maintain during the life of this contract such insurance as will protect him/her from claims for damages because of bodily injury, including death, and from claims for property damage which may arise both out of and during operations under this Contract, whether such operations be by himself/herself or by anyone directly or indirectly employed by himself/herself.

Such general liability shall be in the amount of:

a. Bodily Injury	Each Person	\$1,000,000
	Each Occurrence	2,000,000
b. Property Damage	Each Occurrence	250,000
	Aggregate	1,000,000
c. Excess Liability (All Risk)	Each Person	2,000,000
	Each Occurrence	1,000,000

4. If any portion of the contractor's services include routes shared with other districts as part of a joint student transportation agreement with the Board of Education, the contractor shall include those other school districts as additional insured's on the Certificate of Insurance it provides to the Board of Education pursuant to this section and shall extend the indemnification provided hereunder.

BID GUARANTEE

1. Each bid shall be accompanied by a bid bond, cashier's or certified check for **ten percent (10%)** of the amount of the annual contract cost, but not to exceed \$50,000. No other form of guarantee is authorized. This guarantee shall be made payable to the Linden 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 Linden Board of Education. The bid guarantee for all unsuccessful bidders, except for the three lowest bidders, will be returned within 10 days after the

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bid opening (Saturdays, Sundays and holidays excepted). The annual contract amount of per diem contracts shall be calculated by multiplying the total per diem cost by 180 days.

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

PERFORMANCE GUARANTEE

1. A Corporate and/or Personal performance surety bond in an amount equal to the annual amount of the contract shall be required of the successful bidder. Each bid shall be accompanied by a signed Prescribed Form of Questionnaire, included in these specifications. The bond to be provided for per diem contracts shall be equal to the total per diem bid multiplied by 180 days.
2. If personal bonds are permitted by these specifications, a contractor who submits a personal bond will ensure that the bondspersons providing the performance guarantee provide a list of all school districts in which they are bonding contracts and the amount of the contracts bonded. Additionally, evidence of the value of the property listed as security shall be provided upon request.
3. Personal bonds shall not be permitted by these specifications.
4. The corporate performance surety bond shall be issued in the name of the successful bidder and shall be signed by both the successful bidder and an authorized agent of the bonding company, and shall be submitted to the Board of Education with its executed contract prior to the start date of the contract.

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.
2. In the event the contractor fails to provide service in accordance with these specifications and stated requirements, the contractor will be considered in default of contract and subject to a per diem penalty deduction based on a 180-day school year as follows:

A. Tardiness without good cause or notification	Per diem cost of contract for each morning or afternoon trip (based on a minimum 19 day school year)
B. Driver/Contractor failure to pick up all pupils assigned to a route or missing stops	Per diem cost of contract for each morning or afternoon trip (based on a minimum 180 day school year)
C. Failure to operate either morning and/or afternoon route trip	Per diem cost of contract x 1-1/2 for each morning (based on a 180 day school year)

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3. The Board reserves the right to assess these damages, in its sole discretion. If the contractor is to be late; it must notify the Transportation Department, who will note the time, date, and route number.
4. Continued contractual defaults by the contractor will be sufficient cause for the Board of Education to see enforcement of Contractor's Performance Bond and/or cancellation of the contract, at the Board of Education's sole discretion. Examples of good cause are limited to the following: infrequent vehicle breakdowns, inclement weather and unanticipated delays due to traffic.

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.
3. Drivers and aides are required to participate in scheduled school bus evacuation drills.

ROUTES

1. Within 10 days of the start of the contract, the contractor shall submit to the district board of education a description of the actual streets traveled for routes for the transportation of special education students for which the streets to be traveled are not described by the board of education on the route description contained in the bid.
2. The Routes will be run the way that they are stated on the Route sheets. Any and all changes made to the Routes must be approved by The Transportation Department.
3. No route package may be changed, combined or switched with any other route without the written consent of the District.
4. The route times noted are in accordance with the published calendars issued by the Board of Education. However, it should be noted that the schools might alter their schedules by early dismissals and/or additional arrivals and dismissals during testing periods. The successful Bidder agrees to alter the routes for testing periods at no additional cost to the Board of Education.
5. If a bus is going to be more than 20 minutes late the contractor shall contact The Linden Public Schools Transportation Department. If the Bus is so late that students return to their homes, contractor will then send another bus to rerun the Route.
6. **If the bus arrives at a stop earlier than the ten (10) minute window allowed for designated stops the driver shall wait at the stop until the designated pick-up time. This will remain in effect until the Transportation Department provides written notice of any changes to the route.**

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7. If a student gets on the wrong bus, the contractor will notify his dispatcher and they will notify the Transportation Department. The bus will return the student to the school at the completion of his route.

MODIFICATIONS

1. Any modifications to these specifications after the public advertisement for bids and prior to the scheduled bid opening, will be made known by certified mail to all bidders who requested specifications.
2. The Linden Board of Education reserves the right to make modifications of routes subject to the provisions of the bid and of the rules of the State Board of Education.

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 documents necessary to obtain the driver abstract records to the county superintendent of schools on or before August 31 or upon employment for newly hired drivers.

TUBERCULOSIS TESTING

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

UNSAFE OPERATIONS FORBIDDEN

1. The successful bidder shall not allow any driver to drive a school bus that has been revealed by inspection or operation to be in such condition that its operation would be hazardous or likely to result in a breakdown of the vehicle, nor shall any driver drive a school bus which by reason, its mechanical condition is so immediately hazardous to operate as to be likely to cause an accident or a breakdown of the vehicle.
2. The contractor must provide proof to the school district that each regular driver and substitute driver working in Linden does possess a valid Commercial Motor Vehicle Driver's License noting the proper weight classification and restrictions in correlation with the school bus utilized. It will further be the responsibility of the contractor to keep the Linden Schools Transportation Department informed of any change of license status for his/her drivers. Contractor will provide school district with a complete driver list on or before August 31.

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AUTHORITY OVER PUPILS

1. The bus driver shall be in full charge of the school bus at all times and shall be responsible for order. He/she shall never exclude a pupil from the bus, but if unable to manage any pupil, he/she shall report the unmanageable student(s) to the Principal of the school, which the student attends. The bus driver will report unmanageable student(s) through the use of Linden Schools disciplinary report.

THE CONTRACTOR

1. The contractor is responsible to make sure that all drivers have route sheets and seating charts (if applicable) on the school bus at all times and that they are kept up-to-date. All pertinent information regarding routes must be clearly identified. There will be absolutely no switching of bus stops! The Linden Transportation Department will determine all bus stop locations.
2. If a student assigned to a special education route is not present at the assigned pick-up location for three consecutive days, the contractor shall report this absence to the district Transportation Department.
3. Seating charts, if requested, for each route shall be provided by the driver by the third week of September and submitted to the Board of Education or designee. Seating charts are to be updated as needed throughout the school year.
4. The contractor will provide to Linden a list of all drivers and aides working in the City and the Routes they will be doing one (1) week prior to the start of the school year. The contractor will also notify the district when there are any permanent changes on any route to either the driver or the aide.
5. The school district is responsible to organize and conduct emergency exit drills at least twice (2) within the school year for all pupils who ride school buses. The school bus driver is an integral part of the procedure and is required to participate. The contractor will be responsible to comply with the scheduling of evacuation drills as prescribed by the Linden Transportation Department (**N.J.A.C. 6A:27-11.2**). The contractor will be responsible to provide training for each of his employees in emergency evacuation procedures
6. The contractor will be responsible to make sure each driver is instructed to run the routes exactly as they are presented to them and at no time are they to make changes, deletions or additional stops on any route unless first directed to do so by the Linden Transportation Department. Only students listed on the routes or added by the Linden Transportation Department are to be passengers on the contracted route.

The driver shall not permit students from another route to ride on the bus or allow **their own or other children** to ride on these buses (unless previously approved by the Transportation Department).

7. The contractor shall supply school buses within age requirement(s) as provided by N.J.A.C. 6A:27-7.3, as applicable. The vehicle must conform with the latest motor vehicle regulations established by the State Department of Transportation.

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8. Each school bus shall contain a two-way radio in good operating order and have the capability of transmitting messages within a twenty (20) mile radius of the Linden Public Schools. Buses used for field trips must have cell phones or radios that cover a large radius. Liquidated damages will be assessed for each day a vehicle without a two-way radio or cell phone is utilized on a district route. Violation of this portion of the specifications shall be considered a breach of contract.
9. 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.
10. The contractor shall maintain constant communication with the Linden Schools Transportation Department. The contractor or designated employee must be available by telephone at all times during primary transportation hours of:

6:30 AM THROUGH 4:30 PM OR UNTIL THE CONTRACTORS HAVE COMPLETED THEIR ROUTES.

11. The contractor is hereby put on notice that routes are subject to change based on student needs and safety. Bus stops may be added to routes as necessary.
12. The vehicle(s) assigned to the routes specified herein shall not be utilized for other purposes during the time periods designed by the routed description.
13. One of the objectives of the Linden's Schools Transportation Department is the safety of our pupils. To accomplish this objective, the bidder will have to establish a comprehensive driver-training program and provide the district with a copy of the program on or before September 1.
14. It is the responsibility of the contractor to review the attached detailed bus routes. The following list of items is included on the route description:
 - Route number
 - Beginning morning time
 - Route stop description
 - Arrival time at school
 - Bus load-level 16, 24 or 54 passenger
15. The successful contractor will have to plan for route time adjustments and stop time adjustments. The contractor will have to allow fifteen (15) minutes prior to the first pick-up of each route in the morning for these adjustments.
16. Contractor is put on notice that schools will operate on half-day schedules from time to time; therefore, the contractor is put on notice to obtain monthly school calendars for day of operation.
17. The Bidder agrees to submit a list of tentative certified drivers to the School District at least thirty (30) days before the start of the contractual year. Additionally, the Bidder agrees to furnish N.J. Transmittal Forms or copies of the current Office of Criminal History Review certificates for Non-Criminal Employment Check of Contractual Employees for all personnel involved in the contract including, but not limited, to all drivers and aides.

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SCHOOL CANCELLATION OR DELAYED START OF SCHOOL

1. The Superintendent, or his designee, shall have the sole responsibility of altering, delaying or canceling bus service during inclement weather. The Bidder agrees to abide by the decision of the superintendent, or his designee, and operate on the assigned schedules and routes. The Superintendent or his designee will call by 5:30 AM for school closing and by 10:00 AM for earlier dismissal.

SCHOOL TIMES

1. For route renewal purposes route times may be required to start earlier or later than stated. Some trip packages may be longer or shorter by as much as ten (10) minutes. The bidder will not be eligible for additional fees if the district changes bell times as stated above.

NON-PUBLIC

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

WALKING CONTROL ARM

1. **Each school bus utilized to transport Linden students shall be equipped with a Walking Control Arm. The Walking Control Arm shall be activated automatically to the fully extended position when the red school bus warning lights are in operation. It shall be maintained in operating condition at all times.**

AWARD

1. The Linden Board of Education will award the attached on a per route or aggregate basis.
2. In the event that two or more bidders submit bids with the lowest equal price, and the Board of Education determines that the tied low bidders have submitted responsible and responsive bids, the Board of Education may award the contract, or any part of the contract, to the bidder whom the Board of Education determines, in its sole discretion, to be the most advantageous bidder, price and other factors considered, pursuant to N.J.S.A. 18A:37d. The criteria to be used in the event of a tied low bid include, but is not limited to, the following:
 - a) Contractors' proposed methodology;
 - b) Contractors' environmental practices;
 - c) Contractors' project management skills;
 - d) Contractors' history and experience in providing student transportation services
 - e) Availability of contractors' personnel, facilities, equipment, etc.;
 - f) Qualifications and experience of contractors' personnel;
 - g) Cost of contractors' services;
 - h) Contractors' assurances of performance; and
 - i) Contractors' financial ability and strength.

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3. The Board of Education may disqualify a bidder by resolution approved by a majority of the Board of Education if the Board finds that is has experienced prior negative experience with that bidder pursuant to N.J.S.A. 18A:39-11.3.

SUPPLEMENTAL AND MISCELLANEOUS PROVISIONS

1. The laws of the State of New Jersey shall govern the validity of this Agreement, its Interpretation, performance, remedies for contract breach or any other claims related to this Agreement, without any regard to any conflicts of law provisions that would apply the law of another jurisdiction. Any and all claims, disputes or other matters in question between the Board and Contractor arising out of or relating to this Agreement shall be subject to and determined by a court of competent jurisdiction venued in Union County, New Jersey. The Contractor hereby knowingly irrevocably waives its right to trial by jury in any action arising out of or relating to this Agreement. However, this waiver does not apply to personal injury actions or to any action in which another party, not bound by such a waiver, demands trial by jury.
2. The Contractor shall indemnify, defend and hold harmless the Board of Education from any claim, loss, damage, costs (including attorneys' fees and costs), 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 arising out of the performance of the contract.
3. Neither party may assign this Agreement without the express, written authorization of the other.
4. Services performed by the Contractor under this Agreement shall be performed in accordance with the generally accepted standards of members of the same profession.
5. No failure or delay on the part of the Board in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privileges hereunder preclude any other or further exercise of any right.
6. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original.
7. This Agreement expresses the entire Agreement between the board and the Contractor regarding these Services. Except as otherwise provided herein, this Agreement can be modified by only another written Agreement executed by both parties.
8. Any notices required or permitted to be given pursuant to the terms of this agreement shall be sufficiently given when delivered personally, by courier services (such a Federal Express), certified mail, return receipt requested, or by facsimile, addressed to each party as follows:

As to the Contractor:

Name:
Address:
Phone:
Facsimile:
Attention:

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As to the Board:

Linden Board of Education

Administration Building

2 East Gibbons Street

Linden, New Jersey 07036

Phone: (908) 486-2800 ext. 8015

Facsimile: (908) 486-8891

Attention: John A. Serapiglia, Business Administrator/Board Secretary

9. The Contractor is and shall perform its services under this Agreement as an independent contractor and not as the Board's agent, employee, partner, or joint venturer. The Contractor is employed to render services only, as specified herein, and any payments made by the Board is compensation for such services rendered. All persons employed by the Contractor or subcontractors retained by the Contractor in connection with the services shall be deemed either employees of the Contractor or independent contractors retained by the Contractor, as the case may be, and not employees of the Board.
10. The Contractor and/or its subcontractors shall not release or divulge to any person or entity, except as required by law, the results of any information obtained as a result of the services without the prior consent of the Board.
11. Any waiver by either party of any provision or condition of this Agreement or the Proposal, or both, shall not be construed or deemed to be a waiver of any other provision or condition, nor a waiver of a subsequent breach of the same provision or condition, unless such waiver is expressed in writing signed by the party to be bound.
12. The contractor shall comply with the anti-discriminations provisions of N.J.S.A.10:2-1 et seq., the New Jersey law Against Discrimination, N.J.S.A. 10:5-1 et seq. and N.J.A.C. 6:4-1.6, and shall guarantee to afford equal opportunity in performance of the Agreement in accordance with an affirmative action program approved by the New Jersey State Treasurer.
13. If any provisions of this Agreement or the Proposal shall be finally adjudged illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of the remaining provisions of this Agreement, the Proposal or both as the case may be.
14. In all references in this Agreement to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number shall be intended to include the appropriate gender or number as the text of this Agreement may require.
15. This Agreement shall be binding upon and inure to the benefit of the parties, their successors and the assigns.

LINDEN BOARD OF EDUCATION

THE FOLLOWING DOCUMENTS MUST SUBMITTED
BID FORM

IMPORTANT NOTICE TO ALL BIDDERS

The items listed below **must** accompany this Proposal.

Check the appropriate line for compliance with each item:

1. Security in the form of a Bid Bond in the amount of **ten percent (10%)** of the total amount of this bid or a Certified Check or Cashier's Check in the amount of **ten (10%)** of the total amount of the bid, but in no case may be the certified check, cashier's check or bid bond exceed \$50,000.00.
2. Certificate from a Surety Company (in addition to Security in Item #1 above) stating that if your bid is accepted the Surety Company will furnish a Performance Bond.
3. Stockholder's Disclosure Statement - Fill out completely and have notarized.
4. Business Registration Certificate
5. Affirmative Action Forms
6. Non-Collusion Affidavit - Fill out completely and have notarized.
7. Political Contribution Disclosure Form
8. Disclosure of Investment Activities in Iran
9. Exhibit A: Mandatory Equal Employment Opportunity Language
10. Signature Sheet - Fill out completely and have notarized.
11. Evidence of the Bidder's Ability to Obtain the Required Insurance Coverage
12. Drug and Alcohol Statement of Assurance Pursuant to the Omnibus Transportation Employee Testing Act of 1991 -- Fill out completely and have notarized
13. Certification of Non-Involvement in prohibited activities in Russia or Belarus pursuant to P.L.2022, c.3

LINDEN BOARD OF EDUCATION

BID SECURITY

BID BOND OR CERTIFIED CHECK

(Corporate Principal - Individual)

(Business Address)

By: _____
(Name)

(Address)

(Telephone)

(Fax)

(Power-of-attorney for person signing for Surety Company must be attached to bond.)

Check One:

Bid Bond _____

Bank Certified or Cashier's Check _____

★★AFFIX CHECK TO THIS SPACE★★

LINDEN BOARD OF EDUCATION

BIDDING AND CONTRACT REQUIREMENTS

FORM OF PROPOSITION OF SURETY

The _____
Name and Address of Surety

a corporation organized under the laws of the State of _____ and authorized to do business in New Jersey, hereby certified that application has been made to us by

Name and Address of Bidder

and satisfactory arrangements have been completed by which we have and do agree to furnish a bond in the sum of the enclosed bid for faithful performance on the part of the bidder of the terms and conditions of the Contract and for payment of all lawful claims.

This proposition is made with the understanding that any change made in the Drawings, Specifications, agreements or quantities without the consent of the bondsmen, shall in no way vitiate the bond.

Surety Company

By: _____
Attorney-in-fact

Date: _____

LINDEN BOARD OF EDUCATION

STATEMENT OF OWNERSHIP OF CORPORATION OR PARTNERSHIP BIDDERS

The following is a list of names and addresses of all stockholders or partners owning a **ten percent (10%)** or more interest in this organization.

<u>Name</u>	<u>Address</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

By:

Company Name

Signature

Name (Typed)

Title

SUBSCRIBED AND SWORN TO
BEFORE ME THIS _____ DAY
OF _____, 20____

MY COMMISSION EXPIRES _____, 20____.

LINDEN BOARD OF EDUCATION

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

REQUIRED REGISTRATION EVIDENCE

P.L. 2004, c.57 – State Contract Business Requisition Program (Business Registration Certificate). The law provides that a copy of the Business Registration Certificate issued by the State of New Jersey Department of Treasury shall be provided at the time any bid or request for proposal (RFP) is submitted; **failure to do so is fatal defect and cannot be cured**; A copy of the Business Registration Certificate shall be submitted **before** any purchase order or other contracting document can be issued.

Contractors are responsible for notifying subcontractors!!

- SEE SAMPLE ON PAGE 22 -

******AFFIX CERTIFICATE IN THIS SPACE******

I have read the above statement.

Company (Print)

Address (Print/Type)

Vendor/Contractor (Signature)

Vendor/Contractor (Print/Type)

LINDEN BOARD OF EDUCATION

AFFIRMATIVE ACTION

REQUIRED AFFIRMATIVE ACTION EVIDENCE

Procurement Affirmative Action Evidence

All successful vendors must submit within **seven (7)** days of the notice of intent to award or the signing of the contract one of the following:

YOU MUST CHECK OFF ONE!!!

____ 1. A photocopy of their Federal Letter of Affirmative Action Plan Approval.

- SEE SAMPLE ON PAGE 24

or

____ 2. A photocopy of their Certificate of Employee Information Report.

- SEE SAMPLE ON PAGE 25

or

____ 3. A completed Affirmative Action Employee Information Request (AA302).

- SEE SAMPLE ON PAGE 26

THE AFFIRMATIVE ACTION AFFIDAVIT FOR VENDORS HAVING LESS THAN FIFTY EMPLOYEES IS NO LONGER ACCEPTABLE!

I have read the above statement.

Vendor/Contractor (Signature)

Vendor/Contractor (Print/Type)

SUBSCRIBED AND SWORN TO
BEFORE ME THIS _____ DAY
OF _____, 20____

MY COMMISSION EXPIRES _____, 20____.

LINDEN BOARD OF EDUCATION

U.S. Department of Labor

Employment Standards Administration
Office of Federal Contract
Compliance Programs
Newark Area Office
134 Evergreen Place, Fourth Floor
East Orange, NJ 07018



Reply to the Attention of:

President

SAMPLE

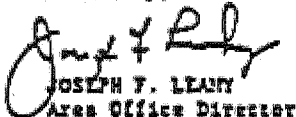
Dear

Our recent compliance review of your establishment's equal employment opportunity policies and practices was completed on February 27, 1985.

We found no apparent deficiencies or violations of Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973 or of 38 USC 2012 (the Vietnam Era Veterans' Readjustment Assistance Act). Accordingly, your establishment is deemed to be in compliance with these laws based on the material reviewed.

The Office of Federal Contract Compliance Programs sincerely appreciated the cooperation and courtesies extended by you and your staff during the conduct of the compliance review.

Sincerely,


JOSEPH F. LEARY
Area Office Director

cc: ✓ John C. Beaton, Sr. Employment Affirmative Action Representative
Louis J. Zanoni, Manager Employment/Employee Relations

LINDEN BOARD OF EDUCATION

Certification _____

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

VOID

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of _____

VOID



Douglas C. Seaman
State Treasurer

LINDEN BOARD OF EDUCATION

Form AA302
Rev. 1/00

STATE OF NEW JERSEY Division of Contract Compliance & Equal Employment Opportunity EMPLOYEE INFORMATION REPORT

IMPORTANT - READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN SHARP BALLPOINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11.

SECTION A — COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY
4. COMPANY NAME		
5. STREET	CITY	COUNTY
		STATE
		ZIP CODE
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		CITY
		STATE
		ZIP CODE
7. CHECK ONE: IS THIS COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT		
10. PUBLIC AGENCY AWARDED CONTRACT	CITY	COUNTY
		STATE
		ZIP CODE

OFFICIAL USE ONLY	DATE RECEIVED	INAC. DATE	ASSIGNED CERTIFICATION NUMBER

SECTION B — EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN										
	COL. 1 TOTAL (COLS. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****					***** FEMALE *****					
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	
Office Managers														
Professionals														
Technicians														
Sales Workers														
Office & Clerical														
Craftworkers (Skilled)														
Operatives (Semi-Skilled)														
Laborers (Unskilled)														
Service Workers														
TOTAL														
Total employment from previous Report (If any)														
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.													

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input type="checkbox"/> 2. NO <input type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED? MO DAY YEAR
13. DATES OF PAYROLL PERIOD USED FROM: _____ TO: _____		

SECTION C — SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO DAY YEAR
17. ADDRESS NO. & STREET	CITY	COUNTY	STATE
			ZIP CODE
			PHONE (Area Code, No., Extension)

WHITE - DIV. OF CONTRACT COMPLIANCE; CANARY - DIV. OF CONTRACT COMPLIANCE DP; PINK - PUBLIC AGENCY; GOLD - VENDOR

LINDEN BOARD OF EDUCATION

NON-COLLUSION AFFIDAVIT

STATE OF _____ SS

COUNTY OF _____

_____deposes and says;

That he/she is _____ (partner, officer of the firm of etc.,) the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive of sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, to fix any overhead, profit or cost element of said bid price, or of any other bidder, or to secure any advantage against District or any interest in the proposed contract, and that all statements in said proposal are true.

By:

Company Name

Signature

Name (Typed)

Title

SUBSCRIBED AND SWORN TO
BEFORE ME THIS _____ DAY
OF _____, 20_____

MY COMMISSION EXPIRES _____, 20_____.

LINDEN BOARD OF EDUCATION

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

BID SOLICITATION/PROPOSAL TITLE _____
VENDOR/BIDDER NAME _____

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

CHECK THE APPROPRIATE BOX

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

OR

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

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

Duration of Engagement _____
Anticipated Cessation Date _____

Attach Additional Sheets If Necessary

CERTIFICATION

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

Signature

Date

Print Name and Title

Version REV. 2.1 2021

This form is to be completed, certified and submitted prior to the award of contract.



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

CONTRACT / BID SOLICITATION TITLE _____

CONTRACT / BID SOLICITATION No. _____

CHECK THE APPROPRIATE BOX

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

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

OR

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

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

Description of Prohibited Activity

Attach Additional Sheets If Necessary.

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

Signature of Authorized Representative

Date

Print Name and Title of Authorized Representative

Vendor Name

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

LINDEN BOARD OF EDUCATION

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)

N.J.A.C. 17:27 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Cont.)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: [http:// www.state.nj.us/treasury/contract_compliance/](http://www.state.nj.us/treasury/contract_compliance/)).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

Name: _____

Title: _____

Date: _____

Signature: _____

LINDEN BOARD OF EDUCATION

SIGNATURE SHEET

This section must be completed if the company offering a proposal is a sole proprietorship or partnership:

The undersigned certifies that

_____ (Name of entity offering proposal)

is a: sole proprietorship, a partnership (cross out inapplicable form of entry)

SIGNATURE _____

TITLE _____

ADDRESS _____

This section must be completed if the company offering a proposal is a corporation.

The undersigned certifies that _____

(Name of corporation)

is a corporation of the State of _____

It is authorized to do business in New Jersey and its charter has not been revoked and is in full force and effect as of the annexed proposal.

SIGNATURE _____

TITLE _____

ADDRESS _____

TELEPHONE _____

By:

Company Name

Signature

Name (Typed)

Title

SUBSCRIBED AND SWORN TO
BEFORE ME THIS _____ DAY
OF _____, 20____
MY COMMISSION EXPIRES _____, 20____.

LINDEN BOARD OF EDUCATION

STATEMENT OF ASSURANCE

**DRUG AND ALCOHOL STATEMENT OF ASSURANCE
PURSUANT TO THE OMNIBUS TRANSPORTATION EMPLOYEE TESTING ACT
OF 1991**

Name of Transportation Contractor _____

Name of Person completing this Form _____

Address _____

Telephone Number _____ Date _____

Please check below the statement that applies to your firm.

- 1. As of March 17, 1994, our firm employed **50 or more** drivers (including substitutes) who are required to possess a commercial driver license to perform their duties.
- 2. As of March 17, 1994, our firm employed **less than 50** drivers (including substitutes) who are required to possess a commercial driver license to perform their duties.

If you checked statement number one (1) above, please complete the following:

As of January 1, 1995, the following firm is under contract to provide the required drug and alcohol testing service to our transportation company.

Name of Firm _____

Address _____

Contact Person _____ Telephone Number _____

Please direct a written statement of assurances on a quarterly basis; to the Linden Board of Education from the firm providing the required Drug & Alcohol services, that _____ is in full compliance with the Omnibus Transportation Employee Testing Act of 1991, required implementation date of January 1, 1995.

Authorized Official, Name and Title

Date

LINDEN BOARD OF EDUCATION

ROUTE DESCRIPTION
STUDENT TRANSPORTATION SERVICES
2023-2024 SCHOOL YEAR

VT-2

ROUTE: VT-2

7:10 AM **128 W. St. Georges Ave, Linden, NJ**
(Front of the LAST Building)

Arrive @ 7:45 AM **Union County Vo-Tech Complex**
1776 Raritan Road, Scotch Plains, NJ

***ROUTE: VT-2 (MID-DAY RUN)**

10:00 AM **Arrive – Union County Vo-Tech Complex**
1776 Raritan Road, Scotch Plains, NJ

Arrive @ 10:30 AM **121 W. St. Georges Ave, Linden, NJ**
(Ainsworth Street Side of Linden High School)

12:00 PM **Arrive 121 W. St. Georges Ave, Linden, NJ**
(Ainsworth Street Side of Linden High School)

Arrive @ 12:30 PM **Union County Vo-Tech Complex**
1776 Raritan Road, Scotch Plains, NJ

 **2:50 PM** **SCHOOL DISMISSAL**

 ***PM RUN SHALL BEGIN AT 3:10 PM AT UNION COUNTY VO-TECH COMPLEX AND SHALL BE THE REVERSE OF THE AM RUN.***

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 7:10 AM or later than 7:25 AM.

Minimum Vehicle Capacity: **54 Passenger +**

Equipment: **School Bus**

Special Instructions: **Bus Aide to be included**

CAMERAS ARE REQUIRED

LINDEN BOARD OF EDUCATION

ROUTE DESCRIPTION
STUDENT TRANSPORTATION SERVICES
ESY-3

ROUTE: ESY-3

#1.	0:00 AM	22 W 20 th St
#2.	0:00 AM	1811 MILDRED AVE
#3.	0:00 AM	1920 ESSEX AVE
#4.	0:00 AM	207 GRANT ST
#5.	0:00 AM	1029 CHANDLER ST
#6.	0:00 AM	1013 CHANDLER AVE
#7.	0:00 AM	1132 MIDDLESEX ST
#8.	0:00 AM	1313 W. BALTIMORE AVE
#9.	0:00 AM	511 VAN BUREN AVE
#10.	0:00 AM	544 JACKSON AVE
#11.	0:00 AM	513 E. ELIZABETH AVE
#12.	0:00 AM	408 WASHINGTON ST
#13.	0:00 AM	52 E CURTIS ST
#14.	0:00 AM	439 N WOOD AVE
#15.	0:00 AM	55 PALLANT AVE
#16.	0:00 AM	217 FERNWOOD TER
#17.	0:00 AM	217 FERNWOOD TER
#18.	0:00 AM	1025 N STILES ST
#19.	0:00 AM	8 MACARTHUR CT

Arrive at 8:30 AM SCHOOL 8
500 W BLANCKE ST LINDEN NJ
→ **12:30 PM SCHOOL DISMISSAL**

→ PM RUN SHALL BEGIN at 12:30 PM AT LAST AND SHALL BE REVERSE OF THE AM RUN.

6 WEEK PROGRAM STARTING MONDAY, JUNE 26th, 2023, THROUGH THURSDAY, AUGUST 10TH, 2023 NO EXTENDED SCHOOL ON FRIDAYS NO SCHOOL ON JULY 4TH 2023

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.

Minimum Vehicle Capacity: 24 **Passenger +**

Equipment: **School Bus**

Special Instructions: **Bus Aide provided by the Linden Board of Education**

****PLEASE BE ADVISED THIS ROUTE CAN CHANGE DURING THE COURSE OF THE SUMMER SCHOOL YEAR AS STUDENTS ENTER AND/OR LEAVE THE PROGRAM. ****

CAMERAS ARE REQUIRED

LINDEN BOARD OF EDUCATION

ROUTE DESCRIPTION
STUDENT TRANSPORTATION SERVICES
ESY-4

ROUTE: ESY-4

- #1. 0:00 AM 466 SPRUCE ST
- #2. 0:00 AM 1505 N STILES ST
- #3. 0:00 AM 1920 ESSEX AVE
- #4. 0:00 AM 19 PALLANT AVE
- #5. 0:00 AM 625 UNION ST
- #6. 0:00 AM 38 HUSSA ST
- #7. 0:00 AM 307 E ELIZABETH AVE
- #8. 0:00 AM 716 ESSEX AVE
- #9. 0:00 AM 506 LINCOLN ST
- #10. 0:00 AM 1030 ESSEX AVE
- #11. 0:00 AM 819 CARNAGIE ST
- #12. 0:00 AM 1803 DILL AVE
- #13. 0:00 AM 850 PARK AVE
- #14. 0:00 AM 2220 E EDGAR RD
- #15. 0:00 AM 18 E MUNSELL AVE
- #16. 0:00 AM 809 MAPLE AVE
- #17. 0:00 AM 1054 ESSEX A E
- #18. 0:00 AM 4 LUCIEN PL
- #19. 0:00 AM 36 E HENRY
- #20. 0:00 AM 1119 CLINTON ST

Arrive at 8:30 AM SCHOOL# 2
1700 S WOOD AVE LINDEN NJ
→ **12:30 PM SCHOOL DISMISSAL**

→ PM RUN SHALL BEGIN at 12:30 PM AT LAST AND SHALL BE REVERSE OF THE AM RUN.

6 WEEK PROGRAM STARTING MONDAY, JUNE 26th, 202, THROUGH THURSDAY, AUGUST 10th, 2023, NO EXTENDED SCHOOL ON FRIDAYS NO SCHOOL ON JULY 4th 2023

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.

Minimum Vehicle Capacity: 24 **Passenger +**

Equipment: **School Bus**

Special Instructions: **Bus Aide provided by the Linden Board of Education**

****PLEASE BE ADVISED THIS ROUTE CAN CHANGE DURING THE COURSE OF THE SUMMER SCHOOL YEAR AS STUDENTS ENTER AND/OR LEAVE THE PROGRAM. ****

CAMERAS ARE REQUIRED

LINDEN BOARD OF EDUCATION

ROUTE DESCRIPTION **STUDENT TRANSPORTATION SERVICES** **ESY-5**

ROUTE: ESY-5

#1.	0:00 AM	1011 BERGEN AVE
#2.	0:00 AM	823 BERGEN AVE
#3.	0:00 AM	825 HUSSA ST
#4.	0:00 AM	910 E BLANCKE ST
#5.	0:00 AM	526 E HENRY ST
#6.	0:00 AM	513 E ELIZABET AVE
#7.	0:00 AM	114 MAPLE AVE
#8.	0:00 AM	508 WASHINGTON AVE
#9.	0:00 AM	47 E HENRY ST
#10.	0:00 AM	520 MOORE PL
#11.	0:00 AM	57 ROBBINWOOD TERR
#12.	0:00 AM	350 MORRISTOWN RD
#13.	0:00 AM	532 PRINCETON RD
#14.	0:00 AM	1713 N STILES ST
#15.	0:00 AM	1818 ORCHARD TERR
#16.	0:00 AM	2641 NORTH WOOD AVE

Arrive at 8:30 AM SCHOOL #2
1700 S WOOD AVE LINDEN NJ
→ **12:30 PM** SCHOOL DISMISSAL

→ PM RUN SHALL BEGIN at 12:30 PM AT LAST AND SHALL BE REVERSE OF THE AM RUN.

6 WEEK PROGRAM STARTING WEDNESDAY, JUNE 29th, 2022, THROUGH THURSDAY, AUGUST 4TH, 2022, NO EXTENDED SCHOOL ON FRIDAYS

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.

Minimum Vehicle Capacity: 24 **Passenger +**

Equipment: **School Bus**

Special Instructions: **Bus Aide provided by the Linden Board of Education**

****PLEASE BE ADVISED THIS ROUTE CAN CHANGE DURING THE COURSE OF THE SUMMER SCHOOL YEAR AS STUDENTS ENTER AND/OR LEAVE THE PROGRAM. ****

CAMERAS ARE REQUIRED

LINDEN BOARD OF EDUCATION

ROUTE DESCRIPTION
STUDENT TRANSPORTATION SERVICES
ESY-6

ROUTE: ESY-6

#1.	0:00 AM	818 ALLEN ST
#2.	0:00 AM	715 MACK PL
#3.	0:00 AM	324 ASHTON AVE
#4.	0:00 AM	2020 E. ST GEORGES AVE
#5.	0:00 AM	1839 INGALLS AVE
#6.	0:00 AM	1900 MILDRED AVE
#7.	0:00 AM	314 GARFIELD ST
#8.	0:00 AM	213 MCKINLEY ST
#9.	0:00 AM	108 MCKINLEY ST
#10.	0:00 AM	555 GRANT AVE
#11.	0:00 AM	506 CRANFORD AVE
#12.	0:00 AM	1225 E. HENRY ST
#13.	0:00 AM	1148 E. HENRY ST
#14.	0:00 AM	507 CHANDLER AVE
#15.	0:00 AM	315 CHANDLER AVE
#16.	0:00 AM	1121 MONMOUTH AVE
#17.	0:00 AM	1220 MONMOUTH AVE
#18.	0:00 AM	2123 FAY AVE

Arrive at 8:30 AM SCHOOL #2
1700 S WOOD AVE LINDEN NJ
→ 12:30 PM SCHOOL DISMISSAL

→ PM RUN SHALL BEGIN at 12:30 PM AT LAST AND SHALL BE REVERSE OF THE AM RUN.

6 WEEK PROGRAM STARTING MONDAY, JUNE 26th, 2023, THROUGH THURSDAY, AUGUST 10TH, 2023, NO EXTENDED SCHOOL ON FRIDAYS NO SCHOOL ON JULY 4th 2023

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.

Minimum Vehicle Capacity: 24 **Passenger +**
Equipment: **School Bus**

****PLEASE BE ADVISED THIS ROUTE CAN CHANGE DURING THE COURSE OF THE SUMMER SCHOOL YEAR AS STUDENTS ENTER AND/OR LEAVE THE PROGRAM. ****

CAMERAS ARE REQUIRED

LINDEN BOARD OF EDUCATION

ROUTE DESCRIPTION
STUDENT TRANSPORTATION SERVICES
ESY-7

ROUTE: ESY-7

#1.	0:00 AM	207 W. 16 TH ST.
#2.	0:00 AM	1006 MOPSICK AVE.
#3.	0:00 AM	902 HAMPDEN ST.
#4.	0:00 AM	826 HAMPDEN ST.
#5.	0:00 AM	134 COLLIDGE ST.
#6.	0:00 AM	100 S. WOOD AVE.
#7.	0:00 AM	405 CLINTON ST.
#8.	0:00 AM	324 E. LINDEN AVE.
#9.	0:00 AM	309 MINER TERR
#10.	0:00 AM	511 W. ELM ST.
#11.	0:00 AM	736 LINDEGAR ST.
#12.	0:00 AM	844 ERCAMA ST.
#13.	0:00 AM	113 N. WOOD AVE.
#14.	0:00 AM	400 GABLE LANE

Arrive at 8:30 AM SCHOOL #2
1700 WOOD AVE, LINDEN, NJ
→ **12:30 PM** SCHOOL DISMISSAL

→ PM RUN SHALL BEGIN at 12:30 PM AT LAST AND SHALL BE REVERSE OF THE AM RUN.

6 WEEK PROGRAM STARTING MONDAY, JUNE 26th, 2023, THROUGH THURSDAY, AUGUST 10TH, 2023, NO EXTENDED SCHOOL ON FRIDAYS NO SCHOOL ON JULY 4TH 2023

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.

Minimum Vehicle Capacity: 24 **Passenger +**
Equipment: **School Bus**

****PLEASE BE ADVISED THIS ROUTE CAN CHANGE DURING THE COURSE OF THE SUMMER SCHOOL YEAR AS STUDENTS ENTER AND/OR LEAVE THE PROGRAM. ****

CAMERAS ARE REQUIRED

LINDEN BOARD OF EDUCATION

ROUTE DESCRIPTION
STUDENT TRANSPORTATION SERVICES
ESY L-MED

ROUTE: **ESY-LMED**

- #1. 0:00 AM 122 E 10th St
- #2. 0:00 AM 650 Mc Gillvray Pl.
- #3. 0:00 AM 1726 Dill Ave
- #4. 0:00 AM 411 Bower St.

- Arrive at 8:30 AM SCHOOL #2
1700 WOOD AVE, LINDEN, NJ
- Arrive at 8:40 AM SCHOOL #8
500 W BLANCKE ST
LAST
- Arrive at 8:45 AM 128 W ST GEORGE AVE LINDEN, NJ
- 12:30 PM SCHOOL DISMISSAL

→ PM RUN SHALL BEGIN at 12:30 PM AT LAST AND SHALL BE REVERSE OF THE AM RUN.

6 WEEK PROGRAM STARTING MONDAY, JUNE 26th, 2023, THROUGH THURSDAY, AUGUST 10th, 2023, NO EXTENDED SCHOOL ON FRIDAYS, NO SCHOOL JULY 4TH 2023

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.

Minimum Vehicle Capacity: 24 Passenger +
Equipment: **School Bus**

****PLEASE BE ADVISED THIS ROUTE CAN CHANGE DURING THE COURSE OF THE SUMMER SCHOOL YEAR AS STUDENTS ENTER AND/OR LEAVE THE PROGRAM. ****

CAMERAS ARE REQUIRED

LINDEN BOARD OF EDUCATION

BID SHEET **STUDENT TRANSPORTATION SERVICES** **2023-2024 SCHOOL YEAR** **SCHOOL TRANSPORTATION ROUTES** **HOME TO SCHOOL**

I hereby submit the following bid(s) to transport pupils during the 2022-2023 school year in accordance with your advertisement, specifications, and route description(s). The amount given in each "Route Cost" is to include the cost of liability insurance.

The following route is to be bid on a **PER DIEM** basis:

<u>ROUTE NUMBER</u>	<u>PER DIEM COST</u>	<u>INC. /DEC. ADJUSTMENT</u>	<u>AIDE COST</u>	<u>TOTAL ROUTE COST</u>
VT-2	\$ _____	\$ _____	\$ _____	\$ _____
ESY-3	\$ _____	\$ _____	\$ _____	\$ _____
ESY-4	\$ _____	\$ _____	\$ _____	\$ _____
ESY-5	\$ _____	\$ _____	\$ _____	\$ _____
ESY-6	\$ _____	\$ _____	\$ _____	\$ _____
ESY-7	\$ _____	\$ _____	\$ _____	\$ _____
ESY-L-MED	\$ _____	\$ _____	\$ _____	\$ _____
TOTAL	\$ _____	\$ _____	\$ _____	\$ _____

TOTAL ROUTE \$ _____

CONTRACTOR'S SIGNATURE

ADDRESS _____

LINDEN BOARD OF EDUCATION

BID PROPOSAL
STUDENT TRANSPORTATION SERVICES
2022-2023 SCHOOL YEAR

BIDDER'S CERTIFICATION

The bidder's signature, herein below provided, affirms his knowledge of the statements made in his company's proposal, and certifies his willingness to provide the services outlined in said proposal for fees quoted therein.

Signed: _____ Printed : _____

Title: _____ Date: _____

Company Name and Address: _____

Telephone : _____ Fax : _____

Website: _____ E-mail: _____

SUBSCRIBED AND SWORN TO
BEFORE ME THIS _____ DAY
OF _____, 20____

MY COMMISSION EXPIRES _____, 20____.