

**Hoboken Board of Education Request for Bids for:  
Student Transportation Services for the 2018/2019 School Year**

**ADVERTISEMENT HOBOKEN BOARD OF EDUCATION  
REQUEST FOR BIDS**

The Hoboken Board of Education seeks Bids from Individuals or Firms (as appropriate) for the following position(s):

**BID(S)**

Student Transportation Services – To/From School (2018-2019-002)

**Submission Requirements**

Bidders are required to comply with requirements of N.J.S.A. 10: 5-31 et seq. and N.J.A.C. 17: 27 et seq. Information, Bid forms, disclosure statements and requirements shall be posted on the District Website at [http://www.hobokenschools.org/central\\_office/business\\_office/rfp\\_rfq\\_rfb](http://www.hobokenschools.org/central_office/business_office/rfp_rfq_rfb) and may be picked up at the Office of the Business Administrator / Board Secretary at 158 Fourth Street, Hoboken, NJ 07030.

The completed Bid Packets, including all required documentation in a sealed labeled envelope, category and opening time, must be received by the Business Office no later than **FRIDAY, JANUARY 25, 2019** no later than the time of the packet opening listed below:

**BID(S)**

Student Transportation Services – To/From School (2018-2019-002) – **11:00 AM**

By Order of the Board of Education  
Matthew Bouldin, Business Administrator / Board Secretary  
Hoboken Board of Education  
158 Fourth Street  
Hoboken, New Jersey 07030

**POSTED**  
01/14/2019

**HOBOKEN  
BOARD OF EDUCATION**

**HUDSON  
COUNTY**

**2018-2019  
SCHOOL YEAR**

**BID SPECIFICATIONS**

**FOR**

**STUDENT TRANSPORTATION SERVICES**

|                           |
|---------------------------|
| <b>TO AND FROM SCHOOL</b> |
|---------------------------|

**BID NUMBER 2018-2019-002**

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

**SPECIFICATIONS FOR STUDENT TRANSPORTATION SERVICES**  
**TO AND FROM SCHOOL**

**HOBOKEN 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 according to the school calendar. Student transportation contracts are deemed to include all the rules and procedures pertaining to student transportation though not expressly stated.
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, HOBOKEN 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 Hoboken Board of Education Business Office, located at 158 Fourth Street, Hoboken, NJ 07030 up to 11:00AM prevailing time on January 25, 2019.
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. There shall be no comingling of students, unless the Contractor is authorized to do so by the Board of Education.
13. In the event the Contractor fails to provide service in accordance with the bid documents and route descriptions, the Contractor shall be considered in breach of contract. The Contractor shall be subject to penalties as set forth herein.
  - a. The Contractor shall transport assigned students every school day during the length of this contract. A contractor who misses a pick up may face a penalty of fifty dollars (\$50.00) per student, per trip.
  - b. It is understood that on occasion lateness will occur due to inclement weather, vehicle problems or traffic situations, but lateness without just cause will not be tolerated. In the event of a late bus, or failure to provide a bus, the contractor may face a penalty of two hundred dollars (\$200) per route, per occurrence.
  - c. The vehicles assigned to the routes shall not be utilized for other purposes during the time periods designated by the route descriptions. In the event this occurs the Contractor may face a penalty of two hundred dollars (\$200) per occurrence.
  - d. Vehicles are only permitted to stop at locations authorized by the Board of Education. In the event it is discovered that a vehicle is stopping at an unauthorized location, the Contractor may face a penalty of two hundred dollars (\$200) per occurrence.
  - e. Any Contractor found to be engaging in the practice of commingling students may face a penalty of two hundred dollars (\$200) for each day the infraction occurs and will not be paid the per diem rate, for AM and PM sections, of each route involved in the incident.
  - f. The Contractor shall provide a bus aide when a route specifically calls for one. In the event a Contractor fails to provide a bus aide, the Contractor may face a penalty of two hundred dollars (\$200) per occurrence.
  - g. All penalties assessed against the Contractor shall be deducted from the Contractors monthly invoice.
  - h. Contractor shall provide copies of employee training documents for all bus drivers and bus aides providing service to the district. In the event the Contractor fails to provide this documentation, the Contractor may face a penalty of two hundred dollars (\$200) per occurrence.

- i. Continuous contractual defaults, or any serious offense by the Contractor may be sufficient cause for the Board of Education to cancel the contract and seek enforcement of the Contractor's performance bond.

## **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 real-time GPS tracking and reports shall be available to the district upon request.
5. Pre-trip inspection reports shall be available to the district upon request.

## **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 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) (Note: This requirement also applies to Certified Mobility Assistance Vehicle (MAV) Technicians transporting students with medical needs to and from school or school related activities in mobility assistance vehicles.), 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.
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.

## **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 1<sup>st</sup> day 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. Payment for the month of June will be made by July 31<sup>st</sup>.
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.

### **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 \$3,000,000 combined single limit per occurrence. Bidders will be required to provide, with the bid, evidence of their ability to obtain the required insurance coverage. A 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 a minimum of five percent (5%) of the amount of the annual contract cost, but in no case may the certified check, cashier's check or bid bond exceed \$50,000. No other form of guarantee is authorized. This guarantee shall be made payable to the 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). 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 performance surety bond in an amount equal to the annual amount of the contract shall be required of the successful bidder. The performance guarantee shall be identified by the multi contract number or route number for which it is submitted. 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 the number of 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.

### **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.
3. Drivers and aides are required to participate in scheduled school bus evacuation drills.
4. The contractor shall submit to the district proof of completion of all training.

## **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 and nonpublic school students for which the streets to be traveled are not described by the board of education on the route description contained in the bid.

## **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 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.

## **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**.

### **OWNERSHIP 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 CHECKS**

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.
2. The contractor shall ensure compliance with the requirements of *N.J.S.A. 18A:6-7.6* through 12 governing child abuse and sexual misconduct checks. Additional information on this requirement is available from the Office of Criminal History Review at:  
<https://www.state.nj.us/education/educators/crimhist/preemployment/>.

### **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**

1. 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 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  
Statement of Ownership Disclosure  
Coordinated Transportation Services Agency Membership Form (CTSA only)  
Affirmative Action Documentation or Questionnaire  
Non-Collusion Affidavit  
The Nuclear-Free Hoboken Ordinance Form  
Bid Sheet

## **LEGAL NOTICE**

The School Business Administrator/Board Secretary of the Hoboken Board of Education, in the County of Hudson, 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 Hoboken Board of Education, located at 158 Fourth Street, Hoboken, NJ 07030 up to 11:00AM prevailing time on January 25, 2019.

### **STUDENT TRANSPORTATION SERVICES 2018-2019 School Year**

**Bid Number(s) 2018-2019-002**

Specifications are available upon request at the Business Office of the Hoboken Board of Education, located at 158 Fourth Street, Hoboken, NJ 07030

All bids must be submitted on the bid form contained in the specifications. Bids which are not submitted on such form may be rejected.

Bidders are required to comply with the requirements of *N.J.S.A* 10: 5-31 et seq. and *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 Hoboken Board of Education

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School Business Administrator/Board Secretary

DATE: \_\_\_\_\_

## STATEMENT OF ASSURANCE

### OMNIBUS TRANSPORTATION EMPLOYEE TESTING ACT COMPLIANCE

(To accompany bid)

The following firm

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

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

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

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_

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

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

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

Address \_\_\_\_\_

**STATEMENT OF ASSURANCE**

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

(To accompany bid)

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

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

Authorized Bidder's Name and Title \_\_\_\_\_

(Print or Type)

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

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

Address \_\_\_\_\_



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

33 WEST STATE STREET, P.O. BOX 230  
TRENTON, NEW JERSEY 08625-0230

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

BID SOLICITATION #:

VENDOR/BIDDER:

**PART 1**

**CERTIFICATION**

**VENDOR/BIDDER MUST COMPLETE PART 1 BY CHECKING ONE OF THE BOXES**

**FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the 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 <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a Vendor's/Bidder's proposal non-responsive. 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**

**A.** I certify, pursuant to Public Law 2012, c. 25, that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). Disregard Part 2 and complete and sign the Certification below.

**OR**

**B.** 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 Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such information will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**PART 2**

**PLEASE PROVIDE ADDITIONAL INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

If you checked Box "B" above, provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, engaged in the investment activities in Iran by completing the boxes below.

ENTITY NAME:

RELATIONSHIP TO VENDOR/BIDDER:

DESCRIPTION OF ACTIVITIES:

DURATION OF ENGAGEMENT:

ANTICIPATED CESSATION DATE:

VENDOR/BIDDER CONTACT NAME:

VENDOR/BIDDER CONTACT PHONE No.:

*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

**PRESCRIBED FORM OF QUESTIONNAIRE**

(To accompany bid)

**SURETY BOND**

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

\_\_\_\_\_ PERSONAL – Consent of Surety Attached

**FAMILIARITY WITH CONDITIONS OF CONTRACT**

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

No \_\_\_\_\_

**EXPERIENCE OF BIDDER**

1. Have you had previous experience in school or other bus transportation? \_\_\_\_ Yes \_\_\_\_ No

2. If yes, how many years experience? \_\_\_\_\_

3. Briefly state the nature of this experience. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Address \_\_\_\_\_

Authorized Bidder's Name and Title \_\_\_\_\_

(Print or Type)

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

**CONSENT OF SURETY – PERSONAL BONDS**

(To accompany the bid – if applicable)

Issued to the \_\_\_\_\_ Board of Education

On behalf of \_\_\_\_\_, as contractor

Bid Date \_\_\_\_\_ Bid Number \_\_\_\_\_

We hereby agree to issue the required Personal Surety Bond for the transportation services to be provided by the award of a mutually agreed upon contract between the referenced Board of Education and Contractor.

**Two Bondspersons Required**

(Please print or type.)

1. Name \_\_\_\_\_

Address \_\_\_\_\_

State location and value over all encumbrances thereon of real estate owned in the county of

\_\_\_\_\_ Property Value \$ \_\_\_\_\_

Location \_\_\_\_\_

If you are providing a personal bond in any other school district, list all school districts in which you are bonding contracts and the amount of the contracts bonded.

\_\_\_\_\_

\_\_\_\_\_

Bondsperson Signature \_\_\_\_\_

2. Name \_\_\_\_\_

Address \_\_\_\_\_

State location and value over all encumbrances thereon of real estate owned in the county of

\_\_\_\_\_ Property Value \$ \_\_\_\_\_

Location \_\_\_\_\_

If you are providing a personal bond in any other school district, list all school districts in which you are bonding contracts and the amount of the contracts bonded.

\_\_\_\_\_

\_\_\_\_\_

Bondsperson Signature \_\_\_\_\_

**STATEMENT OF OWNERSHIP DISCLOSURE**

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

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

**Name of Organization:** \_\_\_\_\_

**Organization Address:** \_\_\_\_\_

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

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☐ For-Profit Corporation (any type)      ☐ Limited Liability Company (LLC)
- ☐ Partnership      ☐ Limited Partnership      ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): \_\_\_\_\_

**Part II**

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

**OR**

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

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

| <b>Name of Individual or Business Entity</b> | <b>Home Address (for Individuals) or Business Address</b> |
|--|---|
|  |   |
|  |   |
|  |   |

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

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

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

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

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

## **Part IV Certification**

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

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

**Coordinated Transportation Services Agency Membership Form**  
(To accompany the bid – CTSA only)

**BOARD OF EDUCATION**

**CHIEF SCHOOL ADMINISTRATOR**

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Agency Name \_\_\_\_\_

Address \_\_\_\_\_

Authorized Representative Name and Title \_\_\_\_\_  
(Print or Type)

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

**AFFIRMATIVE ACTION**  
**QUESTIONNAIRE**  
(To accompany bid)

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

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

\_\_\_\_ YES      \_\_\_\_ NO

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

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

\_\_\_\_ YES      \_\_\_\_ NO

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

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

**A copy shall be submitted to the board of education within seven (7) days of the notice of the intent to award the contract or the signing of the contract.**

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

AUTHORIZED BIDDER \_\_\_\_\_  
(Print or Type)

TITLE \_\_\_\_\_ DATE \_\_\_\_\_  
(Print or Type)

SIGNATURE \_\_\_\_\_

# INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

**IMPORTANT:** READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM **AND TO SUBMIT THE REQUIRED \$150.00 NON-REFUNDABLE FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM UNLESS YOU ARE RENEWING A CERTIFICATE THAT IS DUE FOR EXPIRATION. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.**

**ITEM 1** - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

**ITEM 2** - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

**ITEM 3** - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

**ITEM 4** - Enter the name by which the company is identified. If there is more than one company name, enter the predominate one.

**ITEM 5** - Enter the physical location of the company. Include City, County, State and Zip Code.

**ITEM 6** - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

**ITEM 7** - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

**ITEM 8** - If "Multi-establishment" was entered in item 8, enter the number of establishments within the State of New Jersey.

**ITEM 9** - Enter the total number of employees at the establishment being awarded the contract.

**ITEM 10** - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code. This is not applicable if you are renewing a current Certificate.

**ITEM 11** - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. **DO NOT attach an EEO-1 Report.**

**Racial/Ethnic Groups will be defined:**

**Black:** Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.

**Hispanic:** Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

**American Indian or Alaskan Native:** Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

**Asian or Pacific Islander:** Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Phillippine Islands and Samoa.

**Non-Minority:** Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

**ITEM 12** - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

**ITEM 13** - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

**ITEM 14** - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

**ITEM 15** - If the answer to Item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.

**ITEM 16** - Print or type the name of the person completing the form. Include the signature, title and date.

**ITEM 17** - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

## TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN A COPY FOR THE VENDOR'S OWN FILES. THE VENDOR SHOULD ALSO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDED THE CONTRACT IF THIS IS YOUR FIRST REPORT; AND FORWARD ONE COPY **WITH A CHECK IN THE AMOUNT OF \$150.00 PAYABLE TO THE TREASURER, STATE OF NEW JERSEY (FEE IS NON-REFUNDABLE)** TO:

**NJ Department of the Treasury  
Division of Public Contracts  
Equal Employment Opportunity Compliance  
P.O. Box 206**

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

**State of New Jersey**  
**Division of Public Contracts Equal Employment Opportunity Compliance**  
**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 AND SUBMIT THE REQUIRED \$150.00 FEE 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<br><input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE<br><input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER |  | 3. TOTAL NO. OF 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 THE COMPANY: <input checked="" 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 | INAUG 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.**

[illegible]

|   |  |                                       |
|---|--|---------------------------------------|
| 12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? | 14. IS THIS THE FIRST Employee Information Report Submitted? | 15. IF NO, DATE LAST REPORT SUBMITTED |
| 13. DATES OF PAYROLL PERIOD USED<br>FROM: TO:                             | <input type="checkbox"/> YES <input type="checkbox"/> NO     |                                       |

### SECTION C - SIGNATURE AND IDENTIFICATION

|  |  |           |        |       |          |                       |  |
|--|--|-----------|--------|-------|----------|-----------------------|--|
| 16. NAME OF PERSON COMPLETING FORM (Print or Type) |  | SIGNATURE |        | TITLE |          | DATE                  |  |
| 17. ADDRESS NO. & STREET                           |  | CITY      | COUNTY | STATE | ZIP CODE | PHONE, AREA CODE, NO. |  |

**I certify that the information on this form is true an correct.**

**HOBOKEN BOARD OF EDUCATION  
REQUIRED VENDOR DOCUMENT (Exhibit A)**

**VENDOR:** \_\_\_\_\_  
**BID/RFQ/RFQ NAME:** \_\_\_\_\_

**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**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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.

**HOBOKEN BOARD OF EDUCATION  
REQUIRED VENDOR DOCUMENT (Exhibit A)**

VENDOR: \_\_\_\_\_  
BID/RFQ/RFQ NAME: \_\_\_\_\_

**EXHIBIT A (Continued)**

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.**

**\*NO FIRM MAY BE ISSUED A PURCHASE ORDER OR CONTRACT WITH THE STATE UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS\***

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**ACKNOWLEDGEMENT OF RECEIPT**

This page **MUST** be returned to the Hoboken Board of Education, Office of the Business Administrator and will be kept on file. Additionally, I will furnish one of the following documents to the Hoboken Board of Education with this receipt:

**PLEASE CHECK APPROPRIATE BOX (Only One)**

- ☐ I have a current New Jersey Affirmative Action Certificate (***Attached***)  
☐ I have a valid Federal Affirmative Action Plan Approval Letter (***Attached***)  
☐ I have completed the enclosed FORM AA302 (***Copy of Check/Money Order Attached***)

By signing below, I am acknowledging that I have received and read this exhibit and am/will remain in compliance with the statutes listed therein.

---

NAME (printed)

---

SIGNATURE

---

DATE

**FORM OF NON-COLLUSION AFFIDAVIT**

(To accompany the bid)

STATE OF NEW JERSEY, COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_ of the \_\_\_\_\_,  
(city, town, borough)

of \_\_\_\_\_, in the County of \_\_\_\_\_,

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

my oath depose and say that:

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

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

\_\_\_\_\_  
Company/Agency Name (Print or Type)

\_\_\_\_\_  
Authorized Representative - Name and Title (Print or Type)

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

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

Bid Number \_\_\_\_\_

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

\_\_\_\_\_  
Notary Public of New Jersey  
(Seal)

My commission expires \_\_\_\_\_, 20\_\_\_\_

## THE NUCLEAR-FREE HOBOKEN ORDINANCE

(1) FINDINGS: The People of the City of Hoboken hereby find that:

(a) Nuclear weapons production, in the United States and in other countries, is draining the world's resources and presenting humanity with an ever-increasing threat of nuclear war.

(b) Any participation in the nuclear war industry, locally, federally, or otherwise, directly condones the possible annihilation of our civilization. We see this as a crime against the sacredness of our humanity.

(c) The emphatic expression of our community, along with communities throughout the world, can help initiate steps by the United States, the Soviet Union, and other nuclear weapons powers to end the arms race and the proliferation of all nuclear weapon systems.

(2) POLICY: Hoboken shall be established as a Nuclear Free Zone.

A Nuclear Free Zone shall be defined by these requirements:

(a) No nuclear weapons, delivery systems for such weapons, or components expressly intended to contribute to the operation, guidance or delivery of a nuclear weapon shall be produced or stored within the City of its' port.

(b) No waste from the production of nuclear weapons, their components, or commercial nuclear power shall be stored within the City of its' port.

(c) No research furthering nuclear weapons, their components, or commercial nuclear power shall be stored within the City of its' port.

(d) The Mayor and Council of the City of Hoboken shall request the United States Department of Transportation and the New Jersey Department of Transportation to provide the City with advance notification of any radioactive waste shipment through the City limits. Upon such notification, the Mayor and Council shall act to prevent transportation of radioactive waste through the City by seeking an exemption for preemption by Department of Transportation regulations or using other legal means at their disposal.

(e) The Mayor and Council of the City of Hoboken shall not do business or award any municipal contract to any person, firm, or organization engaged in the production of nuclear weapons or components.

(3) This ordinance expresses the policy of the City of Hoboken. It is not intended to make violations subject to forfeiture and nothing in this ordinance shall be construed to prohibit or regulate any activity not specifically described in Subsection (2).

(4) SEVERABILITY: If any portion of this Ordinance is hereafter declared invalid, all remaining portions shall remain in full force and effect, and to this extent, the provisions of this Ordinance are severable.

\*\*\*\*\*

CERTIFICATION: I hereby certify that \_\_\_\_\_ does not engage in

(Name of Vendor)

the production of nuclear weapons or components.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**BID SHEET**  
Hoboken  
Board of Education  
**Student Transportation Services**

- Bids which do not include an adjustment amount will not be accepted.
- In the event bid submissions for a route cost result in a tie bid, the award shall be based on the lowest aide cost (if applicable). If there is no aide cost, or if that cost also results in a tie bid, the award shall be based on the lowest increase/decrease adjustment cost unless otherwise specified by the board.
- Alternate bids not solicited by the Board of Education will not be accepted.
- The following routes and aide (if applicable) are to be bid on a PER DIEM basis.
- Routes which require an aide are so indicated by an asterisk (\*).

I hereby submit the following bid(s) to transport students during the 2018-2019 school year in accordance with your advertisement, specifications and route description.

| <u>Route<br/>Number</u> | <u>Route<br/>Cost</u> | <u>Increase/Decrease<br/>Adjustment<br/>Cost</u> | <u>Per Diem<br/>Per Aide<br/>Cost<br/>(if applicable)</u> |
|-------------------------|-----------------------|--|---|
| 124*                    | \$ _____              | \$ _____   | \$ _____  |
| 162*                    | \$ _____              | \$ _____   | \$ _____  |

**BID SHEET (Continued)**

**TOTAL**

**PER DIEM BID \$** \_\_\_\_\_ (Include route and aide costs, where applicable.)

**Bulk Bid** – If I am awarded all routes as identified by the individual routes bid above, a \_\_\_\_\_% deduction shall be applied to each route and aide cost, where applicable.

Contracts will be awarded on an individual or bulk basis whichever is least costly to the board.

\_\_\_\_\_  
Bidder's Name (Print or Type)

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

\_\_\_\_\_  
Company Address and Telephone Number

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Date

# **Hoboken Board of Education**

## **ROUTE DESCRIPTION** **SPECIAL EDUCATION STUDENTS**

**ROUTE #: 124**

**DESTINATION(S): St Joseph's School For The Blind**

**BUS STOPS: See Attached Route Description**

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

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

Vehicle shall arrive at the destination(s) no later than the scheduled drop off time and no earlier than 10 minutes prior to the scheduled drop off time. All times are subject to change at the discretion of the district.

P.M. Run begins at the **St Joseph's School For The Blind at 2:30PM** and shall be the reverse of the A.M. run unless so indicated.

**MINIMUM VEHICLE CAPACITY: 1 Wheel Chair, 3 Walk-on**

**EQUIPMENT: Wheelchair Vehicle, Air Conditioning, Camera available when requested, Boosters and Car Seats as needed**

**SPECIAL INSTRUCTIONS: Bus Aide Required**

# Hoboken BOE

## Route Report

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### Route 124In

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Destinations: St. Josephs School for The Blind.

|                    |                    |                |   |
|--------------------|--------------------|----------------|---|
| <b>District:</b>   | Hoboken BOE        | <b>Driver:</b> |   |
| <b>Route ID:</b>   | 124In              | <b>Aide 1:</b> |   |
| <b>Route Type:</b> | Special Needs      | <b>Aide 2:</b> |   |
| <b>Duration:</b>   | 0:55               | <b>Aide 3:</b> |   |
| <b>Distance:</b>   | 3 Miles            | <b>Riders:</b> | 3 |
| <b>Bus:</b>        | Wheelchair Vehicle |                |   |
| <b>Capacity:</b>   | 1WC / 3WO          |                |   |
| <b>Comments:</b>   | Wheelchair Vehicle |                |   |

#### Route Description

#### 1. Stop: 11 Maxwell Ln, Hoboken (7:35 AM)

*Head west on 11th St toward Hudson St - 0.5 mi  
Turn left onto Adams St - 75 ft  
Turn right onto 11th St - 0.1 mi  
Turn left at the 3rd cross street onto Monroe St - 0.2 mi  
Turn left onto 9th St, Destination will be on the right - 377 ft*

#### 2. Bus Stop: 501 9th St, Hoboken (7:50 AM)

*Head east on 9th St toward Jefferson St - 151 ft  
Turn right at the 1st cross street onto Jefferson St - 0.4 mi  
Turn right onto 4th St - 0.2 mi  
Turn left onto Harrison St, Destination will be on the left - 374 ft*

#### 3. Bus Stop: 310 Harrison St, Hoboken (8:05 AM)

*Head south on Harrison St toward 2nd St - 0.3 mi*  
*Turn right onto Observer Hwy - 0.3 mi*  
*Continue onto New York Ave - 446 ft*  
*Turn left onto Ravine Ave - 318 ft*  
*Turn left onto Webster Ave - 266 ft*  
*Turn right at the 1st cross street onto Booraem Ave - 0.2 mi*  
*Turn left onto Central Ave - 299 ft*  
*Turn right onto Reservoir Ave - 0.1 mi*  
*Turn left onto Summit Ave - 0.1 mi*  
*Turn right, Destination will be on the right - 164 ft*

**4. School: St. Josephs School for The Blind, 761 Summit Ave, Jersey City (8:30 AM)**

# Hoboken BOE

## Route Report

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### Route 124Out

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Destinations: St. Josephs School for The Blind.

|                    |                    |                |   |
|--------------------|--------------------|----------------|---|
| <b>District:</b>   | Hoboken BOE        | <b>Driver:</b> |   |
| <b>Route ID:</b>   | 124Out             | <b>Aide 1:</b> |   |
| <b>Route Type:</b> | Special Needs      | <b>Aide 2:</b> |   |
| <b>Duration:</b>   | 0:45               | <b>Aide 3:</b> |   |
| <b>Distance:</b>   | 3.5 Miles          | <b>Riders:</b> | 3 |
| <b>Bus:</b>        | Wheelchair Vehicle |                |   |
| <b>Capacity:</b>   | 1WC / 3WO          |                |   |
| <b>Comments:</b>   | Wheelchair Vehicle |                |   |

#### Route Description

#### 1. School: St. Josephs School for The Blind, 761 Summit Ave, Jersey City (2:30 PM)

Head southeast toward Summit Ave - 164 ft  
Turn right onto Summit Ave - 246 ft  
Turn left onto Jefferson Ave - 0.2 mi  
Turn left at the 1st cross street onto Central Ave - 0.2 mi  
Turn right onto Reservoir Ave - 0.2 mi  
Turn left onto Webster Ave - 0.1 mi  
Turn right at the 2nd cross street onto Ravine Ave - 318 ft  
Turn right onto New York Ave - 0.4 mi  
Continue onto Observer Hwy - 0.1 mi  
Turn left onto Jackson St - 0.4 mi  
Turn left onto 4th St - 266 ft  
Turn left onto Harrison St - 364 ft

#### 2. Bus Stop: 310 Harrison St, Hoboken (2:50 PM)

Head south on Harrison St toward Walkway - 220 ft  
Turn left toward Jackson St - 266 ft  
Turn left onto Jackson St - 0.2 mi  
Turn right onto 5th St - 0.1 mi  
Turn left at the 2nd cross street onto Madison St - 0.4 mi  
Turn right onto 9th St, Destination will be on the right - 108 ft

#### 3. Bus Stop: 501 9th St, Hoboken (3:05 PM)

*Head east on 9th St toward Jefferson St - 413 ft  
Turn left onto Adams St - 30 ft  
Turn right onto 9th St - 0.2 mi  
Turn left onto Park Ave - 0.3 mi  
Turn right onto 12th St - 0.3 mi  
Turn right onto Sinatra Dr N - 459 ft  
Turn right onto 11th St - 305 ft*

**4. Stop: 11 Maxwell Ln, Hoboken (3:15 PM)**

# **Hoboken Board of Education**

## **ROUTE DESCRIPTION** **SPECIAL EDUCATION STUDENTS**

**ROUTE #: 162**

**DESTINATION(S): Essex Valley School**

**BUS STOPS: See Attached Route Description**

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

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

Vehicle shall arrive at the destination(s) no later than the scheduled drop off time and no earlier than 10 minutes prior to the scheduled drop off time. All times are subject to change at the discretion of the district.

P.M. Run begins at the **Essex Valley School at 2:20PM** and shall be the reverse of the A.M. run unless so indicated.

**MINIMUM VEHICLE CAPACITY: Minivan**

**EQUIPMENT: Air Conditioning, Camera available when requested, Boosters and Car Seats as needed**

**SPECIAL INSTRUCTIONS: Bus Aide Required**

# Hoboken BOE

## Route Report

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### Route 162 In

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Destinations: Essex Valley School.

|                    |             |                |   |
|--------------------|-------------|----------------|---|
| <b>District:</b>   | Hoboken BOE | <b>Driver:</b> |   |
| <b>Route ID:</b>   | 162 In      | <b>Aide 1:</b> |   |
| <b>Route Type:</b> |             | <b>Aide 2:</b> |   |
| <b>Duration:</b>   | 1:00        | <b>Aide 3:</b> |   |
| <b>Distance:</b>   | 24.7 Miles  | <b>Riders:</b> | 1 |
| <b>Bus:</b>        | 7 Pass.     |                |   |
| <b>Capacity:</b>   | 7           |                |   |
| <b>Comments:</b>   |             |                |   |

#### Route Description

#### 1. Stop: 321 Harrison St, Hoboken (7:30 AM)

Head west on Walkway toward Harrison St - 135 ft  
Turn left onto Harrison St - 0.4 mi  
Harrison St turns right and becomes Jersey Ave - 0.3 mi  
Turn right onto I-78 W (signs for US 1/US 9/New Jersey Turnpike) - 413 ft  
Keep left at the fork to continue on NJ-139 W, follow signs for US 1-9/W 139 W/Kennedy Blvd/Jersey City - 0.2 mi  
Keep left to stay on NJ-139 W - 1.0 mi  
Take the US-1 Truck/US-9 Truck exit toward I-280/Jersey City/Kearny - 1.1 mi  
Slight right toward NJ-7 W/Newark-Jersey City Turnpike - 203 ft  
Continue onto NJ-7 W/Newark-Jersey City Turnpike - 1.3 mi  
Keep left to continue on Newark-Jersey City Turnpike - 1.3 mi  
Take the Interstate 280 W ramp - 0.8 mi  
Merge onto I-280 W - 1.9 mi  
Keep left to stay on I-280 W - 12.7 mi  
Take exit 1 for Edwards Rd/New Rd toward US-46 - 0.2 mi  
Turn right onto New Rd - 0.7 mi

#### 2. School: Essex Valley School, 1 Henderson Dr, West Caldwell (8:30 AM)

# Hoboken BOE

## Route Report

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### Route 162 Out

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Destinations: Essex Valley School.

|                    |             |                |   |
|--------------------|-------------|----------------|---|
| <b>District:</b>   | Hoboken BOE | <b>Driver:</b> |   |
| <b>Route ID:</b>   | 162 Out     | <b>Aide 1:</b> |   |
| <b>Route Type:</b> |             | <b>Aide 2:</b> |   |
| <b>Duration:</b>   | 1:00        | <b>Aide 3:</b> |   |
| <b>Distance:</b>   | 23.2 Miles  | <b>Riders:</b> | 1 |
| <b>Bus:</b>        | 7 Pass.     |                |   |
| <b>Capacity:</b>   | 7           |                |   |
| <b>Comments:</b>   |             |                |   |

#### Route Description

#### 1. School: Essex Valley School, 1 Henderson Dr, West Caldwell (2:20 PM)

*Head west toward Henderson Dr - 312 ft  
Turn left toward Henderson Dr - 226 ft  
Turn left onto Henderson Dr - 0.2 mi  
Turn right onto Clinton Rd - 1.0 mi  
Turn right onto US-46 E, Pass by Wendy's (on the right in 4.3&nbsp;mi) - 4.6 mi  
Keep left to stay on US-46 E, Pass by Burger King (on the right in 1.9&nbsp;mi) - 3.0 mi  
Take the NJ-3 E ramp to Lincoln Tunnel/Garden State Parkway S/New Jersey Turnpike S - 161 ft  
Keep left to continue toward NJ-3 E - 0.3 mi  
Continue onto NJ-3 E - 10.3 mi  
Merge onto NJ-495 E - 1.1 mi  
Take the exit toward Weehawken/Hoboken - 466 ft  
Merge onto S Marginal Hwy - 213 ft  
Slight right onto Gregory Ave - 0.1 mi  
Sharp left onto Hackensack Ave/Hackensack Plank Rd - 0.5 mi  
Turn left onto 19th St - 220 ft*

#### 2. Stop: 321 Harrison St, Hoboken (3:20 PM)