

Pitman

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**Board of Education**

Gloucester

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**County**

2020-2021

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**School Year**

**Bid Specifications  
for  
Student Transportation Services  
To and From School**

**Bid Number: BB-1**

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**Legal Notice  
Specifications  
Prescribed Questionnaire  
Statement of Ownership Disclosure  
Affirmative Action Questionnaire/Statement  
Non-Collusion Affidavit  
Bid Sheet**

**April 2019**

**Specification for Student Transportation Services  
To and From School**

**Pitman Board of Education**

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**2020-2021 School Year**

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**GENERAL PROVISIONS**

1. All Contractors shall comply with current applicable New Jersey statutes (NJAC 6A:27), regulations and with the policies and procedures of the Pitman Board of Education (District) governing student transportation.

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 In the event children are withdrawn during the year and transportation no longer is desired, the contract is then complete.

3. It is the intent of the Board of Directors to award a contract for transportation as soon as possible after the date set for the opening of bids and to require the successful Contractor to provide transportation in accordance with the school calendar. These bid specifications herein shall also become a part of any contract executed by the Contractor and the District and shall be included therein by reference.

4. The successful bidder(s) will be considered independent Contractor(s) and shall not be deemed to be an agent, servant, employee, or representative of any board of education or the District.

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

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

7. The Contractor shall not sublet, subcontract, sell, transfer, assign, delete or, in any other fashion whatsoever, dispose of his interest under any contract or any portion thereof to any other person, firm or corporation without the prior written consent of the Board of Directors, and shall not commingle students unless authorized to do so in writing by the Board of Directors.

8. Bids are to be placed in a sealed envelope and plainly marked, "Bid for Student Transportation Services, **Pitman** School District" and presented to the board in session, authorized committee, designated official or employee of the board. The board or designated official will unseal the bids in the presence of the parties bidding and publicly announce the contents. Bids will be received at the Pitman Board of Education Business Office, located at 420 Hudson Avenue or via email at [kbrazelton@pitman.k12.nj.us](mailto:kbrazelton@pitman.k12.nj.us) up to 2:00PM prevailing time on September 2, 2020

9. The bidder is solely responsible for the timely uploading and submission and no bids shall be considered which are presented after 2:00 p.m. on September 2, 2020.

10. During the term of the transportation contract and on days when school is in session the successful bidder will be required to maintain an operational base staffed by a responsible person who can be easily reached by telephone Monday - Sunday between the hours of 7:00 A.M. through 6:00 P.M. or later if vehicles are still on the road. Equally important, it is required that all Contractors supply the Business Administrator with phone numbers for a responsible person in the event of an emergency. A designated, supervisory person must keep and have access to a mobile phone with email access available at all times. A mechanic or other personnel employed by the Contractor who only takes messages is not acceptable.

11. The District expressly forbids the practice of "co-mingling" or "doubling" i.e., a Contractor shall not transport pupils other than those designated on the original route list or add students to the route on a vehicle carrying pupils whose transportation has been arranged through the District. It is also forbidden for a Contractor to transport pupils whose transportation has been arranged through the District on vehicles contracted through any other sources (schools, ESC'S, parents, etc.). This applies also to the co-mingling of different contracts all operating under the authority of the District.

12. After the award of bid, informal or temporary contracts, the Contractor shall submit the Drivers' names, copies of Drivers' licenses, copies of driving abstracts, as well as aides' names and aides' social security numbers and verify fingerprinting compliance before the start of the awarded route. If the driver differs from the a.m. run and the p.m. run, the name of the driver and a copy of the current driver's license is also required. Failure to provide this information will cause revocation of award and Pitman Board of Education Schools may then, at its option award to the next lowest responsible responsive bidder.

13. In accordance with New Jersey Administrative Code, emergency evacuation drills are required twice a year. Cooperation with receiving schools is required. Copies of the School Bus Emergency Evacuation Drill forms should be sent to the District.

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

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

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

17. 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.

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

19. 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.

20. This contract is subject to availability and appropriation of sufficient funds per NJSA 18A:18A42.

21. The 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 NJSA 52:15C-14(d). The contractor must maintain all documentation related to products, transactions, or services under this contract for a period of five years from the date of final payment. These records must be available to the New Jersey Office of the State Comptroller upon request.

22. Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency. The Contractor and any Subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the Use Tax due pursuant to the "Sales and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

23. In accordance to N.J.S.A. 18A:37-16: A. A member of a board of education, school employee, student or volunteer shall not engage in reprisal, retaliation or false accusation against a victim, witness or one with reliable information about an act of harassment, intimidation or bullying. B. A member of a board of education, school employee, contracted service provider, student or volunteer who has witnessed, or has reliable information that a student has been subject to, harassment, intimidation or bullying shall report the incident to the appropriate school official designated by the school district's policy, or to any school administrator or safe schools resource officer, who shall immediately initiate the school district's procedures concerning school bullying. C. A member of a board of education or a school employee who promptly reports an incident of harassment, intimidation or bullying, to the appropriate school official designated by the school district's policy, or to any school administrator or safe schools resource officer, and who makes this report in compliance with the procedures in the district's policy, is immune from a cause of action for damages arising from any failure to remedy the reported incident. D. A school administrator who receives a report of harassment, intimidation, or bullying from a district employee, and fails to initiate or conduct an investigation, or who should have known of an incident of harassment, intimidation, or bullying and fails to take sufficient action to minimize or eliminate the harassment, intimidation, or bullying, may be subject to disciplinary action.

## VEHICLE

1. Transportation equipment shall be properly registered by the Motor Vehicle Commission, and shall meet all current specifications in accordance with Federal and State law, the rules of the State 9 Board of Education, and any additional specifications of the District.
2. All vehicles shall be systematically inspected twice within the year by the Motor Vehicle Commission School Bus Inspection Unit and display a school bus certification inspection sticker to ensure that such vehicles and equipment are in safe and proper operating condition.
3. The Contractor shall provide and maintain an adequate number of school buses, including spares, to safely transport any and all students assigned to the routes contained in this bid and to assure uninterrupted service in the event of mechanical breakdown. The Office of Pupil Transportation and the Principal of the receiving school must be notified immediately if there is a mechanical breakdown and a bus will be delayed and/or if an air conditioned bus (if applicable) is not available.
4. The Contractor must utilize the type of vehicle(s) herein specified.
5. The vehicle(s) is/are to be used during the scheduled hours solely for the transportation of pupils and personnel covered under contract.
6. At the time of submission of the bid, and as a continuing obligation through the duration of the contract, the Contractor shall ensure that any transportation equipment utilized under the contract has been properly registered by the Motor Vehicle Commission and meets all current specifications in accordance with Federal and State law, the rules of the State Board of Education and any additional specifications of the District. At the time of submission of the bid, and as a continuing obligation through the duration of the contract, the Contractor shall ensure that all vehicles have been properly inspected, and that all vehicles shall be systematically inspected twice per year, by the Motor Vehicle Commission School Bus Inspection Unit, and shall, at all times during the use of any vehicle under the contract, display a school bus certification inspection sticker to demonstrate that such vehicle and equipment are in safe and proper operating condition. The bidder must complete the Vehicle Information Report stating the vehicle year, make, model, license plate number, and legal seating capacity of the vehicle(s) to be used. The District retains the right to approve or disallow any vehicle used on a District route.
7. When vehicle safety is questioned and found deficient, the Contractor will be required to immediately remove the vehicle from use until said deficiency is corrected. If, in the opinion of the Business Administrator, the overall condition of the vehicle in question is unsatisfactory, she/he can require the removal of the vehicle from the route. Failure or refusal to do so by the Contractor is deemed a breach of contract and can result in the assessment of damages.
8. Every vehicle used on District routes must be clearly identified on the rear as a school vehicle, and must carry the transportation company's name on both sides of the vehicle. All lettering will be on the exterior of the vehicle body and not in the windows.

9. All vehicles must be equipped with seat belts.
10. The Contractor must have sufficient back-up vehicles available at all times to immediately replace any vehicle that becomes disabled during the performance of the contract.
11. In the event of a breakdown or the development of a defect in any vehicle used in the performance of the contract, the disabled vehicle shall be immediately replaced by the Contractor with a similar type vehicle. If the breakdown or defect occurs during the transportation of students, or while a vehicle is en route for the commencement of such transportation, the Contractor must immediately dispatch a replacement vehicle to the place where the disabled vehicle is located so that the interrupted service will be promptly restored.
12. All school buses, Type I or II, manufactured on or after April 1, 2004 whose gross vehicle weight 25,000 pounds or less, shall not be utilized for pupil transportation purposes beyond the end of the twelfth year from the year of manufacture, as noted on the vehicle registration or at the end of the school year in which that year falls, whichever is later.

#### ACCIDENT REPORTING

1. The school bus Driver is responsible for and shall immediately report all collisions (i.e. “motor vehicle accident”), no matter the gravity of the collision, first to the police, and second to the Transportation Director and school principal of the receiving school. The Driver must also complete and file a motor vehicle accident report in accordance with N.J.S.A. 39:4-130. The Driver must complete and file the accident report as prescribed by the Commissioner of Education, in quadruplicate, and deliver it to the principal of the receiving school by the conclusion of the next working day, and shall also deliver the report to the school business administrator or designee of the Board of Education providing the transportation after it is signed by the principal of the receiving school.
2. The Contractor is responsible for and shall immediately report all collisions to the Transportation Director.
3. The Bus Driver is responsible for and shall immediately report all incidents that involve injury, death, or property damage first to the police, second to the Transportation Director, and school principal of the receiving school. Contractors shall establish accident and incident reporting policies within 30 days of contract award, provide annual training, and effectively supervise its staff to ensure that Drivers abide by Accident Reporting Procedures.

#### REPORTING STUDENT(S) LEFT UNATTENDED ON THE SCHOOL BUS

1. The Bus Driver is responsible for and shall immediately “walk the bus” before the end of each route to confirm that no students remain on the school bus.
2. Every owner/operator of a school vehicle shall immediately inform the administrator or principal of the receiving school and the chief school administrator of the District board of education providing for the transportation or their designee following an incident in which it has

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

3. Contractors shall establish appropriate policies, provide annual training, and effectively supervise its staff to ensure that Drivers abide by its accident and incident reporting policies and prevent any student from being left unattended. A student is considered to have been left unattended on the school bus at the end of the route when the Driver has left the vicinity of the bus.

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

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

## DRIVERS

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, NJSA 18A:39-17 through 20 (background check), and tuberculosis testing. Drivers must maintain proper behavior, patience, and common sense when dealing with students, school personnel, parents, and members of the community. Safe and efficient transportation is our primary objective.

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

3. Drivers shall ensure no other person(s) will be transported on school buses other than students and employees of the district.

4. Drivers should not leave his/her station at the steering wheel of the vehicle without first stopping the motor, removing the key and setting the brakes.

5. Drivers who commit two or more offenses as listed in the Liquidated Damages on page 25 herein shall be removed from service of all routes.

6. If a student assigned to a special education route is not present at the assigned bus stop for three consecutive days, the bus Driver shall report this absence to the Business Administrator.

7. The bus Driver shall be in full charge of the school bus at all times and will be required to file a written report of unmanageable students with the Business Administrator on the prescribed Student Conduct Report Form. 12

8. At the beginning of each day of operation Drivers shall complete a Vehicle Inspection Report in accordance with Title 49 C.F.R. 396 et seq. Copies of these reports will be available to the District upon request.

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

10. Drivers shall pick up all students on the residence side of the street, except on one-way streets. If the pupil lives in the opposite direction on a one-way street, then the vehicle shall block the street and use its amber and red lights if so equipped; if an aide is assigned to the route, the pupil shall be escorted across the street to and from the vehicle.

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

12. Drivers must be completely familiar with emergency procedures including, but not limited to, emergency school bus evacuation drill procedures. In the case of an emergency, the school bus Driver and aide must initiate and carry out all emergency procedures.

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

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

15. Drivers shall ensure that no one smokes, eats, or drinks on any school bus.

16. Drivers and/or aides are responsible for the timely submission of all required reports including, but not limited to, Monthly Pupil Attendance Report.

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

18. Drivers must transport only students assigned to their routes. No unauthorized passengers, including but not limited to children of Drivers and parents of pupils, are permitted on District buses at any time without the prior written consent of the District.

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

20. Drivers must check the bus each day for items left by students and turn such items into the school office, the Driver's dispatcher, or the lot manager. The Driver must also check that all assigned 13 students are present and accounted for; and check for missing students, especially in the p.m. Drivers must also check their vehicles after each run for sleeping students.

21. Contractor shall ensure that all school bus Drivers and school bus aides are properly trained for the functions of their positions and administer a safety education program for all permanent and substitute Drivers and aides in accordance with N.J.A.C. 6A:27-11.3.

## AIDES

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

2. All bus personnel are required to dress professionally and appropriately.

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

4. The Aide's duties shall include but not be limited to the following:

- (a) Assisting pupils on and off the vehicle and to and from their seats. In special cases, assistance will be necessary to and from the front door of the pupil's residence and the entrance of the school of attendance. Aides are required to hand students off to awaiting and approved school personnel
- (b) Buckling pupils in seatbelts and insuring that their seatbelt remains buckled.
- (c) Assigning seats and insuring pupils are directed to their specific seat.

- (d) The aide will maintain a vigilant watch over the students and will be required to file a written report of unmanageable students to the Business Administrator on the prescribed Student Conduct Report form.
- (e) Aides shall know their route(s) thoroughly and have a copy of the route, with the students' name and address, on the vehicle all the times.
- (f) Aides must maintain safety standards and procedures while students are on the bus and assist pupils in observing good safety habits.
- (g) Aides must maintain proper behavior, patience, and common sense when dealing with students, school personnel, parents, and members of the community. Safe and efficient transportation is our primary objective. Aides must be completely familiar with emergency procedures including, but not limited to, emergency school bus evacuation drill procedures. In case of emergency, the school bus Driver and aide must initiate and carry out all emergency procedures.
- (h) Aides must show good judgment when stopping fights or any actions that will bring harm to the students. No physical or verbal abuse should ever be used in disciplinary action. Aides should not touch the students. Aides should seek assistance from school personnel or police if necessary.
- (i) Aides shall ensure that no one smokes, eats, or drinks on any school bus.
- (j) Aides and/or Drivers are responsible for the timely submission of all required reports including, but not limited to, the Monthly Pupil Attendance Report.
- (k) Aides must check the bus each day for items left by students and turn such items into the school office, the dispatcher, or the lot manager. They must also check that all assigned students are present and accounted for; and check for missing students, especially in the p.m. Aides must also check their vehicles after each run for sleeping students. This is a training requirement for all school bus Drivers identified in state training regulations, NJAC 6A:27-11.3
- (l) Aides must never accept medications for students from parents or school personnel.
- (m) Aides and their Drivers must keep a compatible working relationship. Safe and efficient transportation is our primary objective.
- (n) Aides must check school vehicle from front to back to assure that there are no sleeping students. This action must occur at the end of the route when all students are scheduled to have been transported.
- (o) Aides are required to actively monitor students during the duration of transport. Cell phone usage and inattentiveness are discouraged while students are on board the vehicle.

#### COUNTY SUPERINTENDENT APPROVAL

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

#### PAYMENT TERMS

1. Payments to contractors will be made on or about the 15<sup>th</sup> day of the month. Payments are made in monthly installments, provided an appropriate invoice is submitted by 15<sup>th</sup>. All invoices must include the purchase order number, an invoice number, the invoice date, the dates in which the services were provided, and a description of the provided services. Failure to provide the proper documentation will delay payment processing. Adjustments in payment required by unforeseen changes in the school calendar due to inclement weather or other unanticipated/emergency situations will be made as necessary.

2. The Contractor shall execute the contract and submit it to the District with all required related documents in order for the District to comply with timelines for submission of contracts to the county superintendent. The Contractor will also be required to complete and promptly return routine additional paperwork (such as, but not limited to, the route mileage report, information required for the District Report of Transported Resident Students, accident report, etc.) as required 15 by the District. Failure to do will result in the delay in the scheduled payment of services.

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

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

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

6. Fines imposed during the invoice period will be deducted from the monthly payment.

#### EMERGENCY PROVISIONS/ SCHOOL CLOSING

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

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

#### BASIS OF BID AND AWARD OF CONTRACT

1. The bidder must submit the bid on the bid sheet contained in these bid specifications. Bids are submitted on a per diem or per annum basis as indicated on the enclosed bid sheet. Other bid sheets are not acceptable.

2. If there is a change in the described route, the amount of the contract will be adjusted as specified in the bid. Bids which do not include an adjustment amount will not be accepted.

3. The Contractor must submit their Certificate of Liability Insurance, Workman's Compensation Insurance, Affirmative Action Certificate, list of vehicles, vehicle registrations, Drivers name with their D/L#, Aide's name, SSI#, proof of fingerprinting compliance, and proof of drug testing with submission of your bid. Your Business Registration Certificate is required prior to

award. Your vehicles must be student bus inspected before you submit your bid. Should the bidder bid without vehicles being inspected your bid bond company will be contacted.

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

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

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

7. Subject to the board of education's right to reject all bids, in accordance with applicable laws, the contract(s) shall be awarded to the qualified and responsible bidder(s) who offer(s) to perform the transportation services prescribed by these specifications for the lowest total per diem cost per route or lowest bulk bid. In cases where a route requires the assignment of an aide, the Contractor will separate and itemize the cost for the aide and the route in the appropriate places on the bid sheet; however, the bid will nonetheless be awarded on the basis of the lowest total per diem cost per route or the lowest bulk bid. Per annual bid costs, whether by route or by bulk bid, will not be accepted. In cases where there are two or more bids of equal amounts that are also the lowest bids for a particular route or bulk bid, the increase/decrease cost will be used as the "tie-breaker." Should the increase/decrease tie-breaker cost be the same amount, the route or bulk bid in question will be awarded in accordance with NJSA 18A:18A37(d).

8. The award of the contract shall be subject to all the provisions of Title 18A of the Revised Statutes applicable thereto and all pertinent regulations of the Department of Education of the 17 State of New Jersey, including, but not limited to, requirements relating to the form of contract and to approval of all proposals by the County Superintendent of Schools.

9. Where alternate bids are specified, the board of education will elect to award the contract(s) on the basis of either the base bid or the alternate bids, whichever in its judgment it shall determine

to be in the best interest of the board of education. Alternate bids unsolicited by the board of education will not be considered.

10. 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. The successful bidder shall furnish all insurance in accordance with N.J.A.C. 6A:27-1.7. The successful bidder shall furnish to the District a Certificate of Insurance with Pitman Board of Education, 420 Hudson Ave, Pitman, NJ 08071 as an additional policy holder. 'party to the policy' Insurance certificates submitted without coded language will be cause for contract to be disapproved.

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

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

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

2. The successful bidder is required to include the District, the Pitman Board of Education, and all constituent schools as an additional insured party to the policy under each Contractor's insurance policy covering liability and property damages. The certificate of insurance filed with the District must have this additional endorsement. The Contractor is required to maintain the insurance coverage described herein during the period of the contract and to notify the District of, and provide appropriate documentation with respect to, any change in coverage. The successful bidder's insurance company shall forward notice, in the event of cancellation of the policy, ten (10) days prior to the date of termination of the coverage specified. The board of 18 education and the Executive County Superintendent shall be notified by the insured whenever any policy is cancelled. Notification shall be made within 48 hours of the receipt of the notification of the cancellation by the insured, and before the cancellation takes effect.

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

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

5. Contractors shall hold harmless, indemnify, protect and defend the District, its officers, members, and agents against all claims, demands, suits, actions, recoveries, judgments, costs and expenses, including but not limited to attorney's fees, arising from any act or omission, violation of any law or regulation and/or the negligence or malfeasance of any of their employees, agents,

and/or assigns. This indemnification obligation is not limited by, but is in addition to the insurance obligations set forth herein.

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

#### BID GUARANTEE - BID BOND

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

2. The bid bond for all unsuccessful bidders, except for the three lowest bidders, will be returned after the awarding of routes. 3. A bid guarantee shall include the bid number of the bid for which it is submitted.

#### PERFORMANCE GUARANTEE - PERFORMANCE BOND

1. A corporate performance surety bond in an amount equal to the annual amount of the contract shall be required within ten days following receipt of the contracts by the Contractor(s). A signed Prescribed Form of Questionnaire, included in these specifications, shall accompany each bid. The bond to be provided for per diem contracts shall be equal to the total per diem bid multiplied by the actual number of days in the school calendar or 180 days. Failure to submit a performance bond within the allotted time may result in withholding of payment.

2. The bond shall be issued naming the principal of the performance bond as the school bus Contractor with whom the District holds the contract. The bond shall be signed by the Contractor and authorized agent of the bonding company, notarized, and returned to the District.

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

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

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

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

#### BREACH OF CONTRACT/VIOLATION & LIQUIDATED DAMAGES

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

2. The District reserves the right to cash in the Performance Bond and award the Bid to the next lowest Bidder(s), or re-bid the route(s) at the discretion of District if, upon inspection and verification, the Contractor has been found to have: Driver(s) without CDL Licenses or improper endorsement(s) Failure to maintain required Certificates of Insurance Failure to maintain valid vehicle Registrations Failure to maintain student transportation inspected vehicle(s) Failure to have or maintain the correct vehicle(s) according to the Bid Specifications

3. If, upon inspection and verification, a Contractor has been found to be in violation of the requirements of a particular route, the District reserves the right to levy a fine in an amount not to exceed the total per diem amount of the route, for each day the Contractor is in violation. If the total amount of liquidated damages (refer to the liquidated damages schedule under Media) on a contract exceeds the total/final cost of the contract, then the excess amount will be deducted from 20 other monies due the Contractor. If no other monies are due the Contractor, then the Contractor will be billed the excess amount.

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

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

6. The District shall document and investigate all complaints (received from parents, school staff, etc.) and provide Contractor with an opportunity to answer the complaint within 5 days of receiving notice thereof. If a claim is substantiated the District will seek Liquidated Damages as described below. However, Contractor will not be liable for Liquidated Damages if the District determines that a complaint against the Contractor is unfounded or unsubstantiated. Contractors for whom the District has received over ten (10) documented complaints/offenses may be subject to termination provided that said Contractor was provided adequate notice and an opportunity to answer the documented complaints, as described herein.

#### RESPONDENT SUPERIOR

1. It is the essence of this contract that the students be transported to and from school regularly, promptly, safely, and without interruption or incident, and that the interests of the children in such transportation shall take precedence over the interests of either the CONTRACTOR and its Drivers or the DISTRICT. It shall be a primary obligation of the CONTRACTOR to operate its affairs so that the DISTRICT will be assured of this continuous and reliable service. It is recognized that for the protection of the children, Drivers and all other persons coming in contact with the children must be of stable personality and of the highest moral character. The DISTRICT places responsibility upon the CONTRACTOR, and the CONTRACTOR agrees to accept full responsibility including but not limited to insuring, indemnifying, and assuring such qualities in personnel.

#### FLEXIBILITY

1. Prior to the commencement of school each year, stops and schedules shall be determined by the DISTRICT and may be modified at the sole discretion of the DISTRICT, regardless of whether this reduces the number of vehicles required, or the consideration paid by the DISTRICT to the CONTRACTOR. The CONTRACTOR shall not deviate from the designated routes except by written consent of the DISTRICT or in the case of an emergency, which shall be reported promptly to the DISTRICT.

#### TIMELINESS

1. An operating time schedule shall be prepared by the DISTRICT for each school year. This schedule shall designate the time and the place of all vehicle stops, both morning and evening, and shall be posted in the vehicle and at the appropriate school. Vehicles shall not depart from the designated stop before two (2) minutes after the scheduled time unless all pupils to be transported from that point are aboard. The time schedule may be modified by the DISTRICT as the occasion 21 demands but only after due notice has been given to the parents and the CONTRACTOR. a. Under no circumstances shall a Driver stop to fuel a vehicle while in the

process of transporting students, except as may be required for extended distances on field trips.  
b. Since the transportation to be performed hereunder is based on a time schedule, it is expected that the CONTRACTOR will comply with those schedules and shall provide enough substitute Drivers to cover all absenteeism as well as for vehicle breakdown coverage.

## PERFORMANCE

1. Failure of a Driver to observe any and all regulations shall be deemed sufficient reason for the removal of said Driver from participation in the performance of this contract. a) Failure to operate vehicles in accordance with the agreement by the CONTRACTOR shall be deemed a material breach of the contract. b) If the CONTRACTOR fails to perform services for any reason, the CONTRACTOR shall receive no compensation for the day or days involved and the DISTRICT shall have the right to secure other transportation as may be necessary and charge the cost of the same to the account of the CONTRACTOR. c) Drivers assigned to transport disabled, special education, and early intervention program students shall be knowledgeable of the techniques for handling such children.

## MEDIA

1. The Superintendent, or his/her designee, will be the sole spokesperson with media regarding any accident.