

STATE OF NEW JERSEY - DEPARTMENT OF EDUCATION
Office of Student Transportation
2011-2012

STUDENT TRANSPORTATION CONTRACT - Multi-Contract

Board of Education of: Brick Board of Education

In the County of: Ocean

Contractor: Trans-Ed, Inc.

Terminal Location: Willingboro

Contractor Code: 5218

Multi-Contract or Route #: OC-1

Bid Number:

Contract Term - From: 3/26/2012

To: 6/13/2012

Prorated From:

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Office of Student Transportation
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In the County of: _____ Ocean _____
Contractor: _____ Trans-Ed, Inc. _____
Terminal Location: _____ Willingboro _____
Contractor Code: _____ 5218 _____
Multi-Contract or Route #: _____ OC-1 _____
Bid Number: _____
Total Contract Amount: _____ \$11,475.00 _____
Contract Term: _____ 3/26/2012 to 6/13/2012 _____

THE NAMED BOARD OF EDUCATION AND CONTRACTOR HEREBY AGREE THAT:

1. The transportation contractor shall transport students as set forth in the bid specifications along or adjacent to the route hereinafter described, to and from places hereinafter specified every school day in accordance with the school calendar
2. The local board may, with the approval of the County Superintendent, change the designated route(s), and/or increase or decrease the cost in accordance with the bid.
3. If the transportation contractor fully performs the services required by the specification and this contract, the local board shall pay the contractor the sum herein described in monthly payments. In the case of a per diem contract, payments shall be paid monthly based on the aggregate number of days in the month for which the local board requires transportation to be furnished and the same shall be furnished.
4. The transportation contractor shall transport students not to exceed in number the capacity of the vehicle designated by the local board as set forth in the bid specifications (and, where applicable, another local board with which the contracting local board is providing transportation jointly) and to comply with applicable New Jersey statutes, regulations and procedures and with the rules of the local board governing student transportation.
5. The transportation contractor shall ensure that the driver of each vehicle shall be a reliable person of good character who shall possess all State school bus driver qualifications and licenses and shall comply with all statutes, regulations and procedures of the State of New Jersey and rules and specifications of the local board. If, in the judgment of the local board, any driver of a vehicle operated under contract to transport school students shall be deemed unsuitable to drive a school vehicle because of lack of driving skills, inability to control students, failure to comply with the aforesaid rules, regulations and specifications, incapacity, unbecoming conduct, or other good cause; the local board may request the transportation contractor to replace said driver. If the transportation contractor shall fail to comply with the aforesaid request, the local board may require the transportation contractor to show cause why such failure to comply with the request shall be deemed to constitute a breach of contract, and may set aside and annul this contract.
6. The transportation contractor shall transport only designated student(s) and personnel over route(s) as set forth on fully detailed specifications. The commingling of students is prohibited unless authorized by the district board of education through the joint transportation agreement process. Vehicle(s) shall arrive and/or depart the assigned school(s) no earlier or later as so indicated.

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7. The transportation contractor shall furnish automobile liability insurance covering the operation of every vehicle transporting students and drivers thereof in the amount specified in the bid specifications but not less than \$1,000,000 combined single limit coverage per occurrence. The aforesaid insurance shall cover the local board as an additional insured. The insurance company is to be one admitted under the insurance laws of this State to write the line of insurance to be provided. The transportation contractor further agrees to file the policy or certificate of such insurance with the secretary of the local board. In lieu of the aforesaid policy or certificate of insurance, self-insuring transportation contractors shall file with the secretary of the local board the certificate prescribed in N.J.S.A. 48:4-12 and 13. The local board must be given 30 days notice if the insurance is to be cancelled for any reason.
8. The transportation contractor shall defend and indemnify the local board and any given agent, officer, or employee thereof and save harmless from and against any and all claims, actions, damages, liability and expense in connection with the loss of life, personal injury and/or damage to property arising from or out of actions of the transportation contractor occasioned wholly or in part by any act or omission to act of the transportation contractor, its agent, its subcontractor, or its employees in the performance of this contract.
9. The transportation contractor shall provide a suitable surety bond as prescribed in the bid specifications. If the transportation contractor fails to perform the services agreed upon herein, the local board may utilize such bonding to purchase equivalent services from an alternate provider.
10. The failure of one party to this contract to comply with the provisions hereof shall constitute good cause for its termination by the other party to it.
11. It is understood and agreed by the parties hereto that this agreement shall be without force or effect until it shall require the approval of the County Superintendent of Schools.
12. If awarded a contract, your company/firm will be required to comply with the requirements of N.J.S.A 10: 5-31 et seq. and N.J.A.C. 17:27.
13. During the performance of this contract, the contractor agrees as follows:
 - (a) The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, natural 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 all employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth the provisions of this nondiscrimination clause.
 - (b) The contractor or subcontractor, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.
 - (c) The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractors commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - (d) The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the American with Disabilities Act.
 - (e) The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals prescribed by 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.
 - (f) The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, 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.

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- (g) The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the job 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.
- (h) In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, 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.
- (i) The contractor shall submit to the public agency, after notification of award but prior to the execution of a goods and services contract, one of the following three documents: Letter of Federal Affirmative Action Plan Approval, Certificate of Employee Report, or an Employee Information Report Form AA302.
- (j) The contractor and it's subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

IN WITNESS WHEREOF, the parties hereto have duly signed this contract.

Signature - School Business Administrator/Board Secretary

Date

Signature - President of Local Board

Date

Notary to the Contractor
Subscribed and sworn to before me

Date _____

Notary Public Name _____

Company or Trade Name

Notary Public Signature

Authorized Signature

My Commission Expires: _____
Expiration Date

Title

Board of Education:	Brick Board of Education
Contractor:	Trans-Ed, Inc.
Contractor Code:	5218
Multi-Contract #:	OC-1
From:	3/26/2012
To:	6/13/2012
Prorated From:	

2011-2012
REQUEST FOR TRANSPORTATION CONTRACT APPROVAL

TO: Executive County Superintendent of Schools

FROM: School Business Administrator/Board Secretary
 Brick Board of Education Board of Education

DATE: April 27, 2012

SUBJECT: 2011-2012 Student Transportation Contract - Multi-Contract

The following student transportation multi-contract and related documents are being submitted for your review and approval.

 Signature - School Business Administrator/Board Secretary

Contractor Name: Trans-Ed, Inc.

Multi-Contract or Route Number	Multi-Contract Amount	FOR COUNTY OFFICE USE ONLY:		
		Approved	Disapproved	Comments
OC-1	\$11,475.00			

The above listed transportation multi-contract and related documents have been reviewed as to form and are approved/disapproved as noted. Please note that disapproved contracts may not be renewed.

FOR COUNTY OFFICE USE ONLY:

Additional Comments (if necessary):

 Executive County Superintendent of Schools

 Date