

165-26  
OAL Dkt. No. EDU 14429-25  
Agency Dkt. No. 273-8/25

**New Jersey Commissioner of Education**  
**Final Decision**

Jersey Kids Transportation, Inc.,

Petitioner,

v.

Board of Education of the City of Clifton, Passaic  
County, and Northern Region Educational Services  
Commission, Passaic County,

Respondents.

The record of this matter and the Initial Decision of the Office of Administrative Law (OAL) have been reviewed and considered. The parties did not file exceptions.

Upon review, the Commissioner agrees with the Administrative Law Judge that petitioner failed to state a claim upon which relief can be granted. As explained in the Initial Decision, *N.J.S.A. 18A:39-5* and *N.J.A.C. 6A:27-9.8(b)* permitted the respondents to reject all bids submitted in response to Bid No. 061025 for the bus routes at issue.

Accordingly, the Initial Decision is adopted as the final decision in this matter, and the petition of appeal is hereby dismissed.

IT IS SO ORDERED.<sup>1</sup>

  
COMMISSIONER OF EDUCATION

Date of Decision: May 15, 2026  
Date of Mailing: May 18, 2026

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<sup>1</sup> This decision may be appealed to the Appellate Division of the Superior Court pursuant to *N.J.S.A. 18A:6-9.1*. Under *N.J.Ct.R. 2:4-1(b)*, a notice of appeal must be filed with the Appellate Division within 45 days from the date of mailing of this decision.



**State of New Jersey**  
OFFICE OF ADMINISTRATIVE LAW

**INITIAL DECISION**

**DISMISSAL**

OAL DKT. NO. EDU 14429-25

AGENCY DKT. NO. 273-8/25

**JERSEY KIDS TRANSPORTATION, INC.,**

Petitioner,

v.

**BOARD OF EDUCATION OF THE CITY  
OF CLIFTON, PASSAIC COUNTY, AND  
NORTHERN REGION EDUCATIONAL  
SERVICES COMMISSION, PASSAIC COUNTY,**

Respondent.

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**Sarah A. Wisniewski, Esq., and Sal M. Anderton, Esq.,** for petitioner Jersey Kids Transportation, Inc. (Porzio Bromberg & Newman, P.C., attorneys)

**Stephen Edelstein, Esq.,** for respondent Board of Education of the City of Clifton (Weiner Law Group, LLP, attorneys)

**Scott Ketterer, Esq.,** for respondent Northern Region Educational Services Commission (Methfessel & Werbel, attorneys)

Record Closed: February 27, 2026

Decided: March 9, 2026

BEFORE **KELLY J. KIRK**, ALJ:

**STATEMENT OF THE CASE**

Petitioner, Jersey Kids Transportation, Inc. (Jersey Kids), challenges the decision of respondents, Board of Education of the City of Clifton (Board) and Northern Region Educational Services Commission (NRESC), regarding school transportation bids.

**PROCEDURAL HISTORY**

On August 15, 2025, petitioner filed a Petition of Appeal and a motion for emergent relief, consisting of a letter brief relying upon the facts set forth in the Petition of Appeal (Petition).

The Department of Education transmitted the case to the Office of Administrative Law (OAL) under the Administrative Procedure Act, N.J.S.A. 52:14B-1 to -15, and the act establishing the office, N.J.S.A. 52:14F-1 to -23, for a hearing under the Uniform Administrative Procedure Rules, N.J.A.C. 1:1-1.1 to -21.6, and the rules of procedure established by the Department of Education to hear and decide controversies and disputes arising under school laws, N.J.A.C. 6A:3-1.1 to -1.17. Jurisdiction is conferred under N.J.S.A. 18A:6-9. The case was filed at the Office of Administrative Law (OAL) on August 18, 2025.

On August 22, 2025, respondent NRESC filed an answer to the Petition and a letter brief in opposition to petitioner's motion for emergent relief. On August 25, 2025, NRESC filed an answer to the Petition. On August 26, 2026, the Board filed a motion to dismiss in lieu of an answer, consisting of a letter brief in opposition to petitioner's motion for emergent relief and in support of the motion to dismiss. Oral argument was heard on the emergent relief on August 28, 2025. By order dated August 29, 2025, petitioner's request for emergent relief was denied.

On October 3, 2025, the Board filed an amended motion to dismiss, consisting of a letter brief. On October 3, 2025, NRESC filed a motion to dismiss, consisting of a brief. On November 3, 2025, petitioner filed opposition to the motion to dismiss and a cross-motion for leave to amend, consisting of a letter brief and the certification of Sarah Wisniewski, Esq., with eight exhibits. On November 12, 2025, the Board filed a reply/opposition letter brief on the motions. On February 23, 2026, NRESC filed a reply/opposition letter brief on the motions. On February 27, 2026, petitioner filed a reply letter brief on the cross-motion to amend.

### **FACTUAL DISCUSSION**

The Petition of Appeal alleges, inter alia, the following:

5. On or around May 30, 2025, the NRESC, on behalf of the Board, began advertising bidding for Student Transportation Services for the 2025–2026 school year (Bid No. 061025). A true and accurate copy of Bid No. 061025 is attached hereto as Exhibit “A.”
6. Bid No. 061025 solicited sealed bids for transportation contracts for school bus routes. The contract term listed in Bid No. 061025 was from July 1, 2025 through June 30, 2026.
7. Bid No. 061025 stated that the bids would be publicly unsealed at 10:00 AM on June 10, 2025 at the NRESC’s headquarters located at 82 Totowa Road, Wayne, New Jersey 07470.
8. Jersey Kids reviewed Bid No. 061025 to understand the scope of the work requested, requirements, and deadlines. Jersey Kids then assessed their ability to meet the contract specifications, calculated costs, and prepared all necessary documentation in order to submit a competitive bid.
9. On June 9, Jersey Kids submitted bids under seal in response to Bid No. 061025.
10. After bidding closed on June 10, as noted within the bid advertisement, all bids were unsealed and publicly

announced in the presence of the bidders and their agents.

11. When the bids were opened, the names of the vendors and their prices were announced on an online live stream, which was accessible to the public.
12. During the live stream, it became apparent that Jersey Kids was the low bidder for thirty-five (35) of the bus routes advertised in Bid No. 061025.
13. Accordingly, Jersey Kids began preparing staffing schedules and coordinating logistics responsive to the fact that Jersey Kids believed they had won thirty-five (35) of the bus routes.
14. On June 13, however, the NRESC notified Jersey Kids that twelve (12) of their low bids were rejected by the Board.<sup>1</sup> A true and accurate copy of the June 13, 2025 email from NRESC to Jersey Kids is attached hereto as Exhibit "B."
15. On June 23, 2025, Oneida Philips, Director of Transportation for NRESC, notified Jersey Kids that Jersey Kids' bids were rejected because the Board was "looking for better pricing." A true and accurate copy of the June 23, 2025 email from the NRESC to Jersey Kids is attached hereto as Exhibit "C."
16. Pursuant to N.J.S.A. 18A:39-3, "contracts for the transportation of pupils to and from school . . . shall [be] awarded to the lowest bidder."
17. N.J.A.C. 6A:27-9.1(d) provides that "[a]ll bidding practices shall be designed to prevent fraud, favoritism, and extravagance, to safeguard taxpayers, and to protect the lowest responsible bidder."
18. Under N.J.A.C. 6A:27-9.10(a), "[a] contract that is not awarded to the lowest bidder shall be accompanied by a statement by the district board of education's attorney justifying the contract award."

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<sup>1</sup> The twelve (12) routes for which Jersey Kids was the lowest bidder but was rejected were PC34; PC26; PC39; PC42; PC45; PC46; PC48; CLA01; CLA02; PASCS2; PASCS3; PC32.

19. Here, Respondents improperly rejected twelve (12) bids for which Jersey Kids was the lowest bidder, in response to Bid No. 061025.
20. Respondents failed to provide Jersey Kids with a justification for why Jersey Kid's [sic] bids were not selected. Respondents merely stated that it sought "better pricing." See **Exhibit C**.
21. Respondents' practice of rejecting the lowest bidder without providing a justification is against both the letter and spirit of the law.
22. Jersey Kids attempted to amicably resolve this matter with Respondents to no avail.
23. On June 26, 2025, counsel for Jersey Kids sent a letter to counsel for the NRESC, informing the NRESC that it failed to provide Jersey Kids with a "legitimate and justifiable reason" to reject Jersey Kids' bids and requesting that Jersey Kids be awarded the subject routes, as it was the lowest responsible bidder. A true and accurate copy of Jersey Kids' June 26 letter to the NRESC is attached hereto as Exhibit "D."
24. The following day, counsel for NRESC responded, asserting that the NRESC had the right to reject "any and all bids." The NRESC further proffered that the Board was within its rights to reject Jersey Kids' bids because it wanted "lower pricing." A true and accurate copy of the NRESC's June 27, 2025 letter to Jersey Kids is attached hereto as Exhibit "E."
25. On or around August 4, the NRESC sent out for rebidding the same routes that the Board previously rejected. A true and accurate copy of Bid No. 081425 is attached hereto as Exhibit "F."
26. Bid No. 081425 contains the same twelve (12) routes, with no material differences, that Jersey Kids was the low bidder for in response to Bid No. 061025.
27. On August 8, counsel for Jersey Kids sent a letter to counsel for the NRESC, responding [to] their June 27 correspondence and reiterating that the statutory and regulatory framework that governs public procurement for transportation contracts requires that school districts award said contracts to the lowest bidder.

Accordingly, counsel for Jersey Kids requested that contracts for the twelve subject bus routes be awarded to Jersey Kids. A true and accurate copy of Jersey Kids' August 8 letter to the NRESC is attached hereto as Exhibit "G."

28. On August 11, counsel for the NRESC called counsel for Jersey Kids and stated that the decision to reject Jersey Kids' proposal was solely the Board's.
29. The same day, counsel for Jersey Kids forwarded the same letter to the Board attorney, requesting an opportunity to discuss the matter. A true and accurate copy of Jersey Kids' August 11 letter to the Board is attached hereto as Exhibit "H."
30. The Board declined to respond to Jersey Kids' letter.
31. Jersey Kids' competitors have now submitted for Bid No. 081425, with the benefit of knowing what Jersey Kids bid for the same routes in response to Bid No. 061025, and force Jersey Kids' [sic] to artificially lower its bid.
32. Petitioner respectfully petitions the Commissioner to enter judgment in its favor and issue an Order directing Respondents to award Petitioner the subject bus routes, pursuant to N.J.S.A. 18A:39-3.

[See Petition of Appeal.]

The Petition seeks, inter alia, an order declaring that respondents acted arbitrarily, capriciously, and unreasonably and exceeded statutory authority by failing to award the low bidder, Jersey Kids, contracts for PC34, PC26, PC39, PC42, PC45, PC46, PC48, CLA01, CLA02, PASCS2, PASCS3, and PC32, as listed in Bid No. 061025, and ordering that the respondents' decision be overturned and that petitioner be awarded the contracts.

## **LEGAL ANALYSIS AND CONCLUSION**

### **Motion to Dismiss**

The Board and NRESC argue that the Petition should be dismissed for “failure to join indispensable parties, lack of standing and failure to state a claim upon which relief can be granted.” Conversely, petitioner argues that it “has standing to challenge respondent’s improper bidding process and improper award of public transportation contracts,” that its Verified Petition “adequately states a claim upon which relief can be granted as the Board’s authority to reject bids is not unlimited and by rejecting the petitioner’s lowest responsible bid, the Board circumvented its legal obligations,” and that the cross-motion for leave to amend to join the lowest bidder should be granted because it would promote efficiency and expediency and not prejudice respondents.

Although a motion to dismiss is not specifically referenced in the Uniform Administrative Procedure Rules (UAPR), a respondent is not precluded from filing a motion to dismiss in lieu of an answer to a petition. N.J.A.C. 6A:3-1.5(g). Further, at any time prior to transmittal of the pleadings to the OAL, in the Commissioner's discretion or upon motion to dismiss filed in lieu of answer, the Commissioner of Education may dismiss the petition on the grounds that the petitioner has advanced no cause of action even if the petitioner's factual allegations are accepted as true or for lack of jurisdiction, failure to prosecute, or other good reason. N.J.A.C. 6A:3-1.10.

In the absence of a rule, a judge may proceed in accordance with the New Jersey Court Rules, provided the rules are compatible. N.J.A.C. 1:1-1.3(a). In this regard, New Jersey Court Rule 4:6-2 states, in part: Every defense, legal or equitable, in law or fact, to a claim for relief in any complaint, counterclaim, cross-claim, or third-party complaint shall be asserted in the answer thereto, except that the following defenses, unless otherwise provided by R. 4:6-3, may at the option of the pleader be made by motion, with briefs: (a) lack of jurisdiction over the subject matter, (b) lack of jurisdiction over the person, (c) insufficiency of process, (d) insufficiency of service of process, (e) failure to

state a claim upon which relief can be granted, and (f) failure to join a party without whom the action cannot proceed.

Because the matter arises on defendants' motion to dismiss, we accept as true the facts alleged in the complaint. Rieder v. Department of Transp., 221 N.J. Super. 547, 552, 535, A.2d 512 (App. Div. 1987). The test is whether the alleged facts "suggest" a cause of action. Velantzas v. Colgate-Palmolive Co., 109 N.J. 189, 192, 536 A.2d 237 (1988). Plaintiffs are entitled to every reasonable inference in their favor. A reviewing court must "search the complaint in depth and with liberality to ascertain whether the fundament of a cause of action may be gleaned even from an obscure statement of claim. . . ." Printing Mart-Morristown v. Sharp Elecs. Corp., 116 N.J. 739, 746, 563 A.2d 31 (1989) (quoting Di Cristofaro v. Laurel Grove Memorial Park, 43 N.J. Super. 244, 252, 128 A.2d 281 (App. Div. 1957)).

[Craig v. Suburban Cablevision, 140 N.J. 623, 625-626 (1995).]

#### Failure to Join an Indispensable Party

A petitioner shall name as a party any person or entity indispensable to the hearing of a contested case. N.J.A.C. 6A:3-1.3(b). Failure to name an indispensable party may be grounds for dismissal of the petition pursuant to N.J.A.C. 6A:3-1.10. Ibid. "Indispensable party" means a person(s) without whose inclusion a matter cannot proceed or adequate judgment cannot be entered. N.J.A.C. 6A:3-1.2.

The Board argues that "the lowest responsible bidders from the August re-bid are indispensable parties as they have an interest in whether the OAL should enjoin the Board from approving contracts with them for transportation services," and "[t]he issue cannot be justly adjudicated without these parties having an opportunity to be heard, as an adjudication not in their favor will adversely affect their interests in the approval of the contracts." Petitioner seeks an order "overturning Respondents' rejection of Jersey Kids' low bids submitted in response to Bid No. 061025 for the following bus routes: PC34; PC26; PC39; PC42; PC45; PC46; PC48; CLA01; CLA02; PASCS2; PASCS3; PC32," which were awarded to another bidder. In matters appealing awards under Public

Schools Contract Law, N.J.A.C. 6A:3-1.3(b)(1) requires that in the case of petitions by unsuccessful bidders challenging an award of a bid by a district board of education, “the successful bidder shall be named as a respondent.” Accordingly, the successful bidder should have been named as a respondent. However, in an administrative proceeding, “[a]ny person or entity not initially a party, who has a statutory right to intervene or who will be substantially, specifically and directly affected by the outcome of a contested case, may on motion, seek leave to intervene.” N.J.A.C. 1:1-16.1(a). Persons or entities permitted to intervene shall have all the rights and obligations of a party to the proceeding. N.J.A.C. 1:1-16.1(b). In ruling upon a motion to intervene, the judge must take into consideration the following: (1) the nature and extent of the movant’s interest in the outcome of the case; (2) whether or not the movant’s interest is sufficiently different from that of any party so as to add measurably and constructively to the scope of the case; (3) the prospect of confusion or undue delay arising from the movant’s inclusion; and (4) other appropriate matters. N.J.A.C. 1:1-16.3(a).

Every motion to intervene shall be treated, in the alternative, as a motion for permission to participate. N.J.A.C. 1:1-16.5. Any person or entity with a significant interest in the outcome of a case may move for permission to participate. N.J.A.C. 1:1-16.6(a). In deciding whether to permit participation, the judge shall consider whether the participant’s interest is likely to add constructively to the case without causing undue delay or confusion. N.J.A.C. 1:1-16.6(b). The judge shall determine the nature and extent of participation in the individual cause, which shall be limited to: (1) the right to argue orally; and/or (2) the right to file a statement or brief; and/or (3) the right to file exceptions to the initial decision with the agency head. N.J.A.C. 1:1-16.6(c).

Prior to any transmittal to the OAL, requests for intervention or participation in a contested case shall be addressed to the Commissioner, but upon transmittal, requests shall be made to the OAL. N.J.A.C. 6A:3-1.8(a). Such requests, whether decided by the Commissioner or by the OAL, shall be reviewed in accordance with the standards set forth in applicable rules of the OAL. N.J.A.C. 6A:3-1.8(b).

In view of the foregoing, I **CONCLUDE** that petitioner's failure to name the successful bidder as a respondent is not fatal, as it may be cured by way of a motion to intervene, and therefore I further **CONCLUDE** that the Petition need not be dismissed on this basis.

### Lack of Standing

Respondent argues that petitioner lacks standing to challenge the award of the contract(s) to the lowest responsible bidder because "the time to challenge [the specifications] was before the bids were opened, not after," and petitioner "cannot submit a bid . . . after it finds out that its bids were rejected in accordance with a provision in the specifications, [challenging] the Board's decision and [attempting] to secure a contract through what it now claims to be illegal specifications."

Standing is a threshold justiciability determination of whether the litigant is entitled to initiate and maintain an action before a court or other tribunal. In re Six Month Extension of N.J.A.C. 5:91-1 et seq., 372 N.J. Super. 61, 85 (App. Div. 2004). "New Jersey courts always have employed 'liberal rules of standing.'" Jen Elec., Inc. v. Cnty. of Essex, 197 N.J. 627, 645 (2009), citing New Jersey Builders Ass'n v. Bernards Twp., 219 N.J. Super. 539 (App. Div.1986), aff'd, 108 N.J. 223 (1987). Only "[a] substantial likelihood of some harm . . . in the event of an unfavorable decision is needed for the purposes of standing," and where an education association "would have an obvious, albeit indirect, interest in the effect upon others of statutory and administrative regulations," the requirements for standing are met. Ridgewood Educ. Ass'n v. Ridgewood Bd. of Educ., 284 N.J. Super. 427, 432 (1995), citing New Jersey State Chamber of Com. v. New Jersey Election Law Enf't Comm'n, 82 N.J. 57, 67-68 (1980). The provision of New Jersey's Administrative Procedure Act permitting "any interested person" to challenge the applicability of any statute or rule enforced or administered by an agency is based upon New Jersey's historical tradition of liberal application of standing criteria. Id. at 432, citing Crescent Park Tenants Ass'n v. Realty Equities Corp. of N.Y., 58 N.J. 98, 101, 107-11 (1971).

Jersey Kids has not alleged that it was the lowest responsible bidder in the rebid but has alleged that it should have been awarded the contracts because it was the lowest responsible bidder prior to the rebid, which rebid it now alleges was unlawful. While Jersey Kids was not the lowest bidder in the rebid, respondents have made no allegation that petitioner is time-barred for failing to file the Petition within a specified period after being notified that the contracts were not awarded to any bidder, or prior to the rebid. Since respondent has not established that Jersey Kids lacks standing, I **CONCLUDE** that the petition should not be dismissed on this basis.

### Failure to State a Claim Upon Which Relief Can Be Granted

To ensure the safe and efficient transportation of students, N.J.A.C. 6A:27-1.1 et seq. sets forth the rules governing the transportation of students to and from school and school-related activities and contains rules governing contracts for student transportation and the rules delineating the Department's responsibilities in its oversight of student transportation. N.J.A.C. 6A:27-1.1(a) and (b). District boards of education<sup>2</sup> shall provide transportation pursuant to N.J.S.A. 18A:39-1 et seq. and shall adopt policies and procedures governing the transportation of students to and from school and school-related activities. N.J.A.C. 6A:27-1.2(b). District boards of education shall adopt policies to ensure that all transportation provided to resident students is done in compliance with all State and Federal laws and regulations. N.J.A.C. 6A:27-1.2(c).

Whenever in any district there are elementary school pupils who live more than two miles from their public school of attendance or secondary school pupils who live more than two and one-half miles from their public school of attendance, the district shall provide transportation to and from school for these pupils. N.J.S.A. 18A:39-1. The board of education may make rules and contracts for pupil transportation. Ibid. In addition to the provision of transportation for pupils pursuant to N.J.S. 18A:39-1 and N.J.S. 18A:46-23, the board of education of any district may provide, by contract or otherwise, in accordance with law and the rules and regulations of the State board, for the transportation of other

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<sup>2</sup> "District board(s) of education" refers to both district boards of education and coordinated transportation services agencies (CTSAs). N.J.A.C. 6A:27-1.2(a).

pupils to and from school. N.J.S.18A:39-1.1. Any board of education having the power to provide for the transportation of school pupils in its district to and from school may provide such transportation by a bus or buses owned by it or may enter into contract for such transportation, approved by the county superintendent, for a term not exceeding four years. N.J.S.A. 18A:39-2.

District boards of education shall administer student transportation contracts in accordance with N.J.A.C. 6A:27-1 et seq. N.J.A.C. 6A:27-9.1(a). All bidding practices shall be designed to prevent fraud, favoritism, and extravagance, to safeguard taxpayers, and to protect the lowest responsible bidder. N.J.A.C. 6A:27-9.1(d). Prior to the opening of school and in sufficient time to publicly advertise for bids, district boards of education shall assess their student transportation needs. N.J.A.C. 6A:27-9.2(a). If the assessment indicates that student transportation services are anticipated or in the aggregate will exceed the statutory bid limit, except for contracts qualifying for renewal under N.J.S.A. 18A:39-3, all transportation services shall be bid in accordance with N.J.S.A. 18A:39-3. Ibid.

No contract for the transportation of pupils to and from school shall be made when the amount to be paid during the school year for such transportation shall exceed \$7,500.00 or the amount determined pursuant to N.J.S.A. 18A:39-2(b), and have the approval of the executive county superintendent of schools, unless the board of education making such contract shall have first publicly advertised for bids therefor in a newspaper published in the district or, if no newspaper is published therein, in a newspaper circulating in the district, once, at least ten days prior to the date fixed for receiving proposals for such transportation, and shall have awarded the contract to the lowest responsible bidder. N.J.S.A. 18A:39-3(a).

Unless the proposals are to be received at a district board of education meeting, a committee, an officer, or an employee of the district board of education shall be designated to receive the proposals at a time and place designated by the district board of education and stated in the bid advertisement. N.J.A.C. 6A:27-9.8(a). At the time and place so designated and advertised, the district board of education or board-designated

committee, officer, or employee shall receive the proposals and proceed to unseal them and publicly announce their contents. Ibid. See also N.J.S.A. 18A:39-5. No proposals shall be opened before the time designated in the advertisement, and none shall be received thereafter. N.J.A.C. 6A:27-9.8(a). The district board of education may reject any or all bids. N.J.A.C. 6A:27-9.8(b). See also N.J.S.A. 18A:39-5. After bids are opened, a district board of education shall not impose new conditions, and bidders shall not be allowed to change bids or make oral bids. N.J.A.C. 6A:27-9.8(c). Specifications shall not be modified after bids have been received, and the contract shall not be awarded to one of the bidders upon revised specifications. Ibid. Bulletins issued to explain minor details of specifications and to make minor changes shall not invalidate the award of a contract to the successful bidder when it appears that all such bulletins were received by all prospective and actual bidders in advance of the submission of bids. N.J.A.C. 6A:27-9.8(d). The officer of the district board of education responsible for distributing specifications to prospective bidders shall keep a list of their names and addresses so that bulletins can be issued to them, if necessary. Ibid. If a district board of education finds it has made in good faith a mistake in its specifications that cannot be corrected, bids shall be rejected and re-advertised. Ibid.

Contracts shall be awarded to the lowest responsible bidder by formal action of the district board of education during a public meeting. N.J.A.C. 6A:27-9.10(a). A contract that is not awarded to the lowest bidder shall be accompanied by a statement by the district board of education's attorney justifying the contract award. N.J.A.C. 6A:27-9.10(a)(2). If no bids were received on two occasions, or bids were rejected on two occasions by the district board of education because they were too high, contracts may be awarded pursuant to N.J.S.A. 18A:18A-5(c) and (d). N.J.A.C. 6A:27-9.11. A board of education may reject all bids for any of the following reasons:

- a. The lowest bid substantially exceeds the cost estimates for the goods or services;
- b. The lowest bid substantially exceeds the board of education's appropriation for the goods or services;

- c. The board of education decides to abandon the project for provision or performance of the goods or services;
- d. The board of education wants to substantially revise the specifications for the goods or services;
- e. The purposes or provisions or both of N.J.S.18A:18A-1 et seq. are being violated; and
- f. The board of education decides to use the State authorized contract pursuant to N.J.S.18A:18A-10.

[N.J.S.A. 18A:18A-22.]

The board of education shall award the contract or reject all bids within such time as may be specified in the invitation to bid, but in no case more than sixty days, except that the bids of any bidders who consent thereto may, at the request of the board of education, be held for consideration for such longer period as may be agreed. N.J.S.A. 18A:18A-36(a).

Even accepting the facts alleged by the petitioner, to wit: the NRESC, on behalf of the Board, began advertising bidding for student transportation services for the 2025–2026 school year; after bidding closed on June 10, 2025, all bids were unsealed and publicly announced; petitioner was the low bidder on thirty-five routes; petitioner was notified that twelve bids were rejected by the board because it was “looking for better pricing”; the NRESC sent out for rebidding the same routes that the Board previously rejected, with no material differences; and competitors submitted bids with the benefit of knowing petitioner’s bid for the routes and forced petitioner to lower its bid—there is nevertheless no claim upon which relief can be granted.

Petitioner alleges that pursuant to N.J.S.A. 18A:39-3, “contracts for the transportation of pupils to and from school . . . shall [be] awarded to the lowest bidder” and that pursuant to N.J.A.C. 6A:27-9.10(a), “[a] contract that is not awarded to the lowest bidder shall be accompanied by a statement by the district board of education’s attorney justifying the contract award,” but the contract was awarded to the lowest bidder—in the August rebid. The board rejected all—not just petitioner’s—June bids for the purpose of

better pricing, and the plain language of both the applicable statute—"the board shall have the right to reject any and all bids" (N.J.S.A. 18A:39-5)—and the regulation—"the district board of education may reject any or all bids" (N.J.A.C. 6A:27-9.8(b))—reflects that the board has the right to reject all bids. Had the board not rejected all bids and awarded the contract to a higher bidder, then petitioner might have a claim upon which relief could be granted—but the board rejected all the bids, which it was within its rights to do, and sought lower pricing, which is consistent with its obligation to prevent extravagance and safeguard taxpayers. Petitioner's reliance upon N.J.A.C. 6A:27-9.10(a) is unavailing, as that contemplates a situation where the contract was awarded to a bidder that was not the lowest bidder. Here, in June 2025, the contract was not awarded to any bidder, and petitioner did not file a petition to challenge the bid specifications or to challenge the rebid. Rather, petitioner submitted a new bid and sought to dispute the rebid only after it was not the lowest responsible bidder.

In view of the foregoing, I **CONCLUDE** that petitioner has failed to state a claim upon which relief can be granted, and the Petition should be dismissed. There can be nothing arbitrary, capricious, or unreasonable about respondents' actions when they were in conformity with applicable law.

#### Cross-Motion to Amend

Petitioner seeks leave to amend the Petition to join the low bidder (First Student, Inc.) as a party for the subject routes in Bid No. 081425. As discussed hereinabove, the failure to join a party may be cured by way of a motion to intervene and/or participate. However, since the Petition is dismissed, the issue of amendment to join an indispensable party is now moot. Accordingly, I **CONCLUDE** that the motion for leave to amend the Petition should be denied.

**ORDER**

It is hereby **ORDERED** that respondents' motions to dismiss are **GRANTED**, petitioner's motion for leave to amend is **DENIED**, and the Petition is **DISMISSED**.



March 9, 2026

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DATE

am

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**KELLY J. KIRK, ALJ**