AGREEMENT NO. 21-030 FOR
OPERATING MOTOR BUS PASSENGER SERVICE
AND FOR EQUIPMENT LEASE/SUBLEASE FROM
MAY 29, 2022 THROUGH MIDNIGHT MAY 24, 2025 BETWEEN

NEW JERSEY TRANSIT CORPORATION AND
SUBURBAN TRAILS, INC. AND REGARDING THE OPERATION OF THE
MIDDLESEX COUNTY AREA LOCAL BUS SERVICE

This Agreement is made as of May 29, 2022, by and between the New Jersey Transit Corporation (hereinafter, "NJ TRANSIT") an instrumentality of the State of New Jersey and Suburban Trails, Inc. (hereinafter, "Carrier"), a Corporation having its principal place of business at 750 Somerset Street, New Brunswick, NJ 08901.

W I T N E S S E T H :

WHEREAS, NJ TRANSIT is empowered, pursuant to the New Jersey Public Transportation Act of 1979 (N.J.S.A. 27:25-1 et seq.) (the “Act”), to contract for motor bus regular route services operated by Carriers in the State of New Jersey; and

WHEREAS, NJ TRANSIT has determined that all routes set forth in **Exhibit A** are essential, and that such services would not otherwise be provided or made available without State assistance; and

WHEREAS, NJ TRANSIT deems it advisable, subject to the availability of funds, to provide such motor bus regular route services in accordance with the schedules attached as **Exhibit B;** and

WHEREAS, NJ TRANSIT has determined that the Carrier is a motor bus carrier operating regular route mass transit passenger service in New Jersey; and

WHEREAS, NJ TRANSIT has also determined that it is in the public interest to lease to the Carrier certain buses to be utilized exclusively on the routes set forth in attached **Exhibit A**.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto covenant and agree with each other as follows:

PART A. AGREEMENT FOR MOTOR BUS PASSENGER SERVICE

1. TERM; STANDARDS OF SERVICE; ON-TIME PERFORMANCE: From May 29, 2022 until midnight May 24, 2025, unless terminated prior thereto as provided in this Part "A" and in Part "B" below, the Carrier shall provide motor bus scheduled passenger service (hereinafter, also "Contracted Service") over the routes set forth in attached **Exhibit A**, under the schedules set forth in attached **Exhibit B**. The Contracted Service includes the operation of motor buses from a designated terminal along specified routes for the purpose of picking up, discharging and transporting fare paying and otherwise eligible passengers and activities attendant to such passenger service. The parties understand and agree that the Carrier is an independent contractor and not an agent of NJ TRANSIT.

The Carrier shall provide the Contracted Service in conformance with NJ TRANSIT standards for scheduled bus service, and such Contracted Service must be performed in a safe, careful, efficient, clean and courteous manner. The Carrier shall conform the Contracted Service to the Customer Service guidelines provided in **Exhibit D**.

The Carrier shall maintain the routes and schedules outlined in **Exhibits A and B** on an average on-time performance of no less than ninety-five (95) percent at terminal points of the trips over thirty (30) consecutive calendar days. NJ TRANSIT reserves the right to conduct spot checks of the Carrier in order to determine on-time performance by the Carrier. For purposes of on-time performance, a bus will be considered to be not

on-time and therefore to be "off-schedule" if it departs from any scheduled time point either before the scheduled departure or more than five (5) minutes after its scheduled departure time. Also, a bus will be "off-schedule" if a scheduled trip is commenced but is not completed.

In computing the percentage of on-time performance, only those buses operated by the Carrier which are " off-schedule " solely as a result of fires, strikes, storms, road accidents or detours which affect on-time performance, but which cannot reasonably be anticipated, and are beyond the control of the Carrier, will be excluded from the calculation.

In the event that NJ TRANSIT determines that there are deficiencies in on-time performance in the Contracted Service, NJ TRANSIT may, at its discretion, give written notice of such deficiencies to the Carrier; upon the receipt of such notice, the Carrier shall then remedy all the deficiencies to NJ TRANSIT's satisfaction within five (5) calendar days. NJ TRANSIT may require the Carrier to supply NJ TRANSIT with an action plan to remedy discovered deficiencies.

By the seventh (7th) calendar day of each calendar month, the Carrier will report in the Monthly Report of Operations to NJ TRANSIT all bus trips in the prior calendar month that operated "off-schedule" and the reasons therefor and the Daily Report of Operations. At any time requested by NJ TRANSIT, the Carrier will also submit to NJ TRANSIT, within seven (7) calendar days of such request, the Daily Report of Operations, the Monthly Report of Operations, and other operations data in a format and form approved by NJ TRANSIT, showing all buses which operated "off-schedule" and the reasons therefor.

2. CHANGES IN SERVICE: The Carrier shall not make any change that would have the effect of reducing, expanding, restructuring or eliminating Contracted Service in any way, except at the express written direction of NJ TRANSIT. Any service modification of a permanent nature may be implemented only by an amendment to this Agreement signed by the Carrier and the designated representative of NJ TRANSIT. The Carrier shall cooperate to the fullest extent in providing information to NJ TRANSIT in relation to any service or fare changes proposed or effectuated by NJ TRANSIT, and the Carrier shall assist NJ TRANSIT in carrying out the provisions of the service or fare change. When requested to do so by NJ TRANSIT, the Carrier will assist NJ TRANSIT by posting notices and maintaining the postings in accordance with applicable laws and regulations.

NJ TRANSIT will provide the Carrier with the currently valid schedules and public timetables for all Contracted Service. The Carrier shall make such material available to the public in its buses, at the Carrier's offices and at major terminals and ticket agents.

3. MISSED TRIPS: Missed trips by the Carrier shall be defined for purposes of this Agreement as: (1) any scheduled trip which does not commence within twenty (20) minutes of the time designated for the start of that trip (as denoted on the printed public timetable supplied by NJ TRANSIT); or (2) any scheduled trip which fails to arrive at its scheduled final destination point for that trip (as denoted on the printed public timetable supplied by NJ TRANSIT) within twenty (20) minutes of the scheduled time of its arrival from said point.

The Carrier shall report in writing to NJ TRANSIT by the seventh (7th) calendar day of each calendar month each and every "missed" bus trip, which occurred during

the preceding month and the dates and reasons therefor. If no "missed" trips occurred, the Carrier must so report. Failures to report missed trips shall permit NJ TRANSIT to declare the Carrier to be in default of this Agreement. If a trip was "missed" as a result of fire(s), strikes, storm conditions (or other acts of nature), road accidents or detours, or other circumstances which cannot be reasonably anticipated, and are beyond the control of the Carrier, such causes must be noted by the Carrier on the "Daily Report of Operations" and "Monthly Report of Operations." NJ TRANSIT shall consider the causes listed by the Carrier on a case-by-case basis and shall notify the Carrier of any assessment to be imposed as a result of such review. Payment for Contracted Services will be withheld until the required Daily Report of Operations and Monthly Report of Operations are received.

Failure by the Carrier to file such daily and monthly reports will not excuse the Carrier from any assessments provided by this Agreement.

4. **Assessments for Damages**:

a. Missed Trips:

- Missed trips as described in Section 3 above, which are properly and timely reported in the Daily Report of Operations, by the Carrier to NJ TRANSIT will be assessed damages in the amount of $150.00 per trip.
- Missed trips as described in Section 3 above, which are <u>not</u> properly and timely reported in the Daily Report of Operations by the Carrier to NJ TRANSIT will be assessed damages in the amount of $300.00 per trip.
- Carrier will receive reports, at a frequency to be determined by NJ TRANSIT, depicting the trips missed as per NJ TRANSIT's electronic

vehicle monitoring system(s). Any disputes of the missed trips, as reported by the system(s), will be brought to the attention of NJ TRANSIT Private Carrier Affairs in writing within three (3) Business Days by the Carrier along with evidence of the completion of the disputed trip(s). Upon research and verification of the completion of the disputed trip(s), NJ TRANSIT Private Carrier Affairs will note the discrepancy and credit the Carrier for the completion of said trip(s). Trips that appear on the reports that are not disputed by the Carrier in writing within three (3) Business Days of receipt of report will be considered as having been confirmed as missed by the Carrier, and are expected to be recorded on the Carrier's Daily Report of Operations, and will be assessed in accordance with the criteria above.

- Assessments made for missed trips shall be automatically deducted by NJ TRANSIT from the Carrier's payments. Should the Carrier contest such assessments, an appeal shall be made pursuant to the dispute resolution provision in Part "C", Section 10 below.

b. Driver Log-In Violations

- Driver log-in violations will be assessed damages in the amount of $75.00 per trip to include a) unauthorized logging into the system in "manual mode", b) failure to log in on the assigned service, and c) failure to log in due to unreported equipment malfunction.
- Logging into the system in "manual mode" should only occur when authorized by NJ TRANSIT Private Carrier Affairs for reasons such as

database discrepancies, timely reported equipment malfunctions, or system malfunctions out of the control of the Carrier. Additionally, the Carrier may authorize a driver to operate in “manual mode” for occasions when a rescue bus is dispatched to complete a run for a disabled bus, a driver is re-assigned or field dispatched to a piece of work not scheduled to be operated by that driver, or other field re-assignment(s) resulting from unforeseen service disruption(s). All such authorizations to use “Manual Mode” must be communicated timely by e-mail to NJ TRANSIT Private Carrier Affairs and are to be documented in detail on the Daily Report of Operations.

- Proper and timely logging in to the on-board vehicle service information system is required for all revenue service operations. Carrier must train all drivers in the proper use of the equipment and must ensure they are properly logged into their assigned work as required by NJ TRANSIT. Failure by the driver to log into the system when in service shall result in the damage assessment as described above.
- All on-board equipment must be checked to ensure it is operational prior to the driver departing the dispatch facility. Any equipment that is not operational must be reported to dispatch immediately. If there is a mechanical malfunction that prevents the driver from logging into the vehicle service information system as required, the vehicle, whenever possible, should be reassigned and repaired prior to being used in service. NJ TRANSIT Private Carrier Affairs must be notified in writing by e-mail immediately so repairs of the system can be scheduled. If putting that

vehicle into an out of service state awaiting repairs causes a disruption of the service, the Carrier may authorize the driver to operate the run, notify NJ TRANSIT Private Carrier Affairs in writing, and document, in detail, the authorized operation of that vehicle on the Daily Report of Operations. Any trips made prior to the notification of the defect to NJ TRANSIT Private Carrier Affairs, may be subject to the driver log-in violation penalties as detailed above.

Assessments made for driver log-in violations shall be automatically deducted by NJ TRANSIT from the Carrier's payments. Should the Carrier contest such assessments, an appeal shall be made pursuant to the dispute resolution provision as outlined in Part "C", Section 10 below.

5. TERMS OF PAYMENT: During the term of this Agreement, the Carrier shall submit to NJ TRANSIT, by the seventh (7th) calendar day of each calendar month, a Monthly Report of Operations and Daily Report of Operations as outlined in **Exhibit H,** setting forth the operational statistics described in **Exhibits A, B, C, and H** and relating to the preceding calendar month. Within twenty (20) calendar days from the receipt of such report NJ TRANSIT will, subject to the availability of funds, pay to the Carrier an amount in accordance with **Exhibit M** attached hereto. The Carrier's failure to submit a Monthly Report of Operations will result in NJ TRANSIT withholding of the monthly payment until such report is received. Each month's payment will represent payment for the service provided by the Carrier during the preceding calendar month.

The Carrier's Senior Vice President (SVP), or Chief Financial Officer (CFO) or duly authorized designee will be required to sign off and attest to the following clause which

will be included on each monthly report of operations submitted to NJ TRANSIT, Private Carrier Affairs stating "**I hereby certify, under perjury, that the information contained within this report is accurate to the best of my knowledge and that operated service statistics are fully supported by company records. I recognize that payment for services is subject to adjustment resulting from any subsequent audit by NJ TRANSIT**."

NJ TRANSIT will retain 2% of each invoice amount, which will be released upon the successful completion of all NJ TRANSIT Contract Service requirements, including, but not limited to, the return of all NJ TRANSIT Equipment in satisfactory condition and state of good repair. The Carrier shall pay all the expenses, fees, charges and any and all other outflows relating directly or indirectly to the operation of the Contracted Service.

6. EMPLOYEE REQUIREMENTS: The Carrier will have complete control over the employment of all personnel required to provide the Contracted Service. Drivers must meet minimum qualification requirements as specified in **Exhibit I**.

The Carrier will issue to all operators, uniforms of the type commonly accepted in the industry and operators shall be in uniform at all times when on duty and when operating buses. The Carrier shall maintain and enforce a dress code for operators.

7. DRUG AND ALCOHOL TESTING: The Carrier shall establish, implement and maintain a drug and alcohol testing program that complies with 49 C.F.R. Parts 40 and 655, produce any documentation necessary to establish its compliance with Parts 40 and 655, and permit any authorized representative of the United States Department of Transportation or the FTA, the State of New Jersey, or NJ TRANSIT to inspect the facilities and records associated with the implementation of the drug and alcohol testing

program required under 49 C.F.R. Parts 40 and 655 and to review the testing process. The Carrier further agrees to certify its compliance with 49 C.F.R. Parts 40 and 655 within thirty (30) calendar days of the execution of this Agreement and to submit the FTA Alcohol and Drug Testing Management Information System (MIS) Data Collection Forms for each calendar year by February 28 to NJ TRANSIT's Senior Director of Private Carrier Affairs.

8. DRIVER TRAINING: The Carrier will be responsible for all driver training and will certify that drivers are in possession of valid drivers' licenses for the equipment they will be operating and driver familiarity with routes and NJ TRANSIT tariff policies and procedures as depicted in Exhibit F. In addition, drivers will be instructed in safe and defensive driving skills, ADA Equipment operation, courtesy and passenger relations, and operation of all on-board fare collection and electronic vehicle monitoring systems. The Carrier will certify to NJ TRANSIT that all drivers have been trained in all routes, fares and operating procedures.

The Carrier will also instruct the drivers to complete driver day cards which include the collection and proper recording of the following information: route and trip, run number, arrival and departure time at terminals, passenger statistics, transfers issued and sold and any other information needed to comply with NJ TRANSIT fare collection and accounting procedures.

The Carrier shall carry out and document on a quarterly basis follow-ups relating to the driving skills of its operators. The Carrier shall provide the drivers with written operating rules similar to those utilized by NJ TRANSIT.

9. ROAD SUPERVISION: The Contracted Service must be supervised by the Carrier who shall monitor the Contracted Service with respect to schedule adherence,

driver conformity to the Carrier's rules and regulations, driver adherence to the specified route, and accident investigations. Supervisors shall maintain data sheets and shall file reports of their findings. Such data sheets and reports will be kept and made available to NJ TRANSIT during the term of this Agreement and for a period of one (1) year beyond termination of this Agreement.

Authorized NJ TRANSIT regional supervisors have the authority to oversee the Carrier's performance and the right to make temporary adjustments to time schedules and routes as may be necessary to meet variations resulting from weather conditions, special events or other circumstances. Carrier management will be informed of such changes.

10. FARE SYSTEM AND ZONE STRUCTURE: The Carrier will charge fares in strict adherence to NJ TRANSIT's fare structure. The Carrier will abide by and comply with all NJ TRANSIT rules and policies on fares and zonal systems. Fares for the service and routes of this Agreement are as described in **Exhibit F** and may be amended by NJ TRANSIT at any time.

The Carrier will participate in NJ TRANSIT's passenger transfer system. As part of that transfer system, the Carrier shall provide and accept transfers between and among the bus routes operated as described in **Exhibits A and B,** as well as between and among other routes operated by or for NJ TRANSIT, and the aforesaid routes described in **Exhibits A and B.** The Carrier shall instruct its drivers as to the proper administration of the transfer system, and the security of tickets and transfers. NJ TRANSIT monthly bus passes, monthly bus cards and other fixed-period passes or tickets must be honored,

counted and accounted for by the Carrier in the same manner as all other tickets, transfers and cash fares.

11. MARKETING & PROMOTION: NJ TRANSIT will assume, at its discretion, all responsibility for the advertising and marketing of the Contracted Service to be provided. This may include promotional activities required to launch the Contracted Service such as newspaper advertisements and the publication of informational brochures and new public timetables. Any other marketing efforts necessary to highlight special aspects of the Contracted Service, including, but not limited to, seat notices, hanger brochures, coupon books, free/discounted ride coupons (i.e., New Residents Campaign), posters and flyers may also be undertaken by NJ TRANSIT at its discretion. As directed by NJ TRANSIT, the Carrier will distribute and maintain a supply of public timetables and other public information items on all buses.

The Carrier acknowledges that NJ TRANSIT has contracted with a third party for all and exclusive rights to advertising on the buses being utilized in the performance of the Contracted Services. All revenues gained from Contracted Service bus advertising will be paid directly to NJ TRANSIT. The Carrier shall not advertise on the leased and subleased buses and is not permitted under any circumstance to advertise, with or without remuneration, on the buses used to provide this service.

12. PHONE SERVICES: Public timetables provided by NJ TRANSIT and distributed by the Carrier will conspicuously list NJ TRANSIT's telephone number for obtaining scheduling information. In order to assist the riding public, the Carrier shall install a telephone for general information and lost and found and this telephone number will be conspicuously advertised in the public timetables provided by NJ TRANSIT and

distributed by the Carrier. The Carrier will keep this telephone number operational throughout the term of this Agreement and will ensure that it be answered by qualified staff at all times during the scheduled operational hours of service.

13. EQUIPMENT: Equipment needed to operate the Contracted Service is being leased to the Carrier in accordance with Part "B" below. Such Equipment (referred to and defined in Part “B”, Section 2 below) must be used solely and exclusively on the line service specified in **Exhibits A and B**. The Carrier shall not operate any Equipment on the line service specified in **Exhibits A and B** other than the Equipment unless NJ TRANSIT first provides written consent to such substitution of Equipment. **NO CHARTER or special service use of the Equipment is permitted under any circumstances.**

14. FACILITY: The Carrier shall provide a fully equipped garage, consistent with NJ TRANSIT standards for garages, from which to operate the Contracted Service. Carrier shall maintain such facility in compliance with all applicable federal, state, and local laws and regulations. Any changes in the size, allocation of space for the Contracted Service, or the location, or Equipment of the facility, as outlined in **Exhibit G**, must be approved by NJ TRANSIT at least one hundred twenty (120) calendar days prior to implementation of such proposed change.

15. INSPECTIONS: NJ TRANSIT inspectors and its designated agents and representatives will, upon presentation of valid identification, have the unimpeded right to enter upon the Carrier's premises, and to enter and travel upon, or inspect any and all Equipment utilized in providing the Contracted Service, for the purpose of conducting inspections to determine whether the Carrier is in compliance with the terms of this Agreement. NJ TRANSIT will make a reasonable effort not to unduly interfere with the

operations or maintenance schedules of the Carrier. NJ TRANSIT inspectors will, however, be allowed on the premises of the Carrier without the necessity of written permission, but they will not enter onto the premises of the Carrier without first identifying to the Carrier their status as NJ TRANSIT employees, agents, or representatives, and after confirming that they are in no way acting for or on behalf of the Carrier. All inspections will begin promptly upon presentation of each unit of Equipment and will be carried through to completion as expeditiously as feasible.

16. FARE COLLECTION: All Contracted Service revenue collected by the Carrier and all related monies earned by the Carrier is the property of NJ TRANSIT and will be transferred to NJ TRANSIT without delay. It is the Carrier's exclusive responsibility to account for and safeguard such revenue and related monies. The Carrier is also responsible for accounting for the use of monthly bus passes, monthly bus cards, tickets and transfers. All cash fares will be deposited by the passenger directly into the fare-box. These collections will be deposited in accordance with the procedure defined in **Exhibit K**.

NJ TRANSIT reserves the right to observe, count, or perform audit tests which NJ TRANSIT considers appropriate to determine the accuracy and security of the fare collection procedure as defined herein and as implemented by the Carrier.

17. NJ TRANSIT EMPLOYEE PASS: All NJ TRANSIT employees with a valid NJ TRANSIT employee pass will have the right to free entry and travel upon the equipment used by the Carrier in its provision of the Contracted Service. Such right is contingent upon the display of said pass upon boarding.

PART B. EQUIPMENT LEASE FOR MOTOR BUS PASSENGER SERVICE

1. INTENT AND PURPOSE: This Part “B”, Equipment Lease/Sublease for Motor Bus Passenger Service ("Equipment Lease") constitutes a lease of the equipment listed in **Exhibit E**, and is not a sale of the equipment described in **Exhibit E.** The purpose of this Equipment Lease is to set forth the terms and conditions under which Carrier is permitted by NJ TRANSIT to use and possess certain buses owned by NJ TRANSIT, and thereby facilitate the provision of bus passenger service by the Carrier as specified in Part "A" above. This Equipment Lease will terminate simultaneously, immediately and automatically upon the termination of this Agreement and as provided for in Part "A" above and Part "C" below.

Upon execution of this Agreement, any and all prior leases and/or subleases between Carrier and NJ TRANSIT and regarding any buses or equipment covered by this Agreement are hereby immediately terminated.

2. EQUIPMENT: "Equipment" means the motor bus or buses listed and separately described in **Exhibits E,** attached hereto and made a part hereof. **Exhibit E** lists all equipment owned by NJ TRANSIT and leased to the Carrier; the parties acknowledge and agree that such equipment may have been used prior to being leased to the Carrier. The buses that are subject to this Equipment Lease, are equipped with all appropriate destination signs necessary to inform the public of final destinations and routing variations. The buses are also equipped with electronic fare boxes and registers. All vehicles are equipped with wheelchair lifts to provide service to passengers requiring accessibility.

3. TITLE: BUS MARKINGS: NJ TRANSIT has caused, or will cause, the Equipment listed herein to be tendered to the Carrier at one (1) or more other locations within New Jersey, and will furnish to the Carrier, as applicable, evidence of NJ TRANSIT's title to the Equipment. Title in the Equipment listed in **Exhibit E**, will at all times remain with NJ TRANSIT and the Equipment will be registered in the name of NJ TRANSIT during the entire term of the Equipment Lease. Also, each certificate of title for the Equipment, will remain in the name of NJ TRANSIT.

NJ TRANSIT will place identification symbols upon the Equipment to denote NJ TRANSIT's ownership of the vehicles which symbols the Carrier shall not remove, deface or obscure. NJ TRANSIT numbers, as applicable, will also be prominently placed on the Equipment. In the event that such identification symbols on the Equipment are rendered illegible, the Carrier will promptly make same symbols legible as originally marked. NJ TRANSIT will also paint the buses white with the NJ TRANSIT logo and will install a small logo identifying the Carrier on the front and rear of each bus.

4. NO NJ TRANSIT WARRANTIES: NJ TRANSIT MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE CONDITION OF THE EQUIPMENT HEREIN LEASED, AND ASSUMES NO RESPONSIBILITY WHATSOEVER FOR THE STATE OR THE CONDITION OF THE EQUIPMENT HEREIN LEASED. THE CARRIER HAS BEEN GIVEN, AND HAS TAKEN, EVERY OPPORTUNITY TO INSPECT THE EQUIPMENT AND TO DETERMINE AND INCLUDE IN THE CONTRACT PRICE THE FUNDS NECESSARY TO OPERATE, REPAIR, CORRECT AND MAINTAIN THE EQUIPMENT.

5. CONSIDERATION: NJ TRANSIT hereby leases to Carrier and Carrier hereby accepts the Equipment on a rent-free basis, the consideration between NJ TRANSIT and the Carrier being the promises and benefits as arising out of this as provided for in Part "A" above, and in the entirety of this document.

6. CONTRACTED SERVICE: The Carrier shall use the Equipment solely and exclusively on the bus service specified in **Exhibit A** and pursuant to the terms and conditions set forth in Part "A" above.

7. EMERGENCY USE BY NJ TRANSIT: Any and all Equipment must be made immediately available to NJ TRANSIT upon written request by NJ TRANSIT, in the event of any emergencies, such as riots, floods, calamities, railroad or bus strikes, etc. as determined by NJ TRANSIT.

8. NJ TRANSIT USE DURING STRIKES AGAINST CARRIER: In the event of a strike by the employees of the Carrier which results in the stoppage or disruption of the Contracted Service, NJ TRANSIT will have the right to operate the Contracted Service itself, or by way of a third party in place of the Carrier and to use any or all of the Equipment elsewhere in New Jersey while the Carrier is experiencing a strike or to have another carrier use the Equipment elsewhere on a short-term basis. In the event that any such contingencies occur, the use of the Equipment by NJ TRANSIT or by one (1) or more third parties will take place without the Carrier being entitled to, or otherwise being able to make claim for, compensation or damages. However, during such period, NJ TRANSIT will reasonably compensate the Carrier for NJ TRANSIT'S use of any of the Carrier's own purchased equipment, such as tires and tubes. However, if NJ TRANSIT operates the Contracted Service on behalf of the Carrier during a strike against the

Carrier, the Carrier will not be entitled to any payment or compensation whatsoever during the period of such operation by NJ TRANSIT. If NJ TRANSIT leaves the Equipment with the Carrier during a strike, the Carrier will continue to be fully responsible for the safety of the Equipment. No payment or compensation whatsoever will be due by NJ TRANSIT to the Carrier as a result of the operation of the Contracted Service by NJ TRANSIT on behalf of the Carrier.

9. RETURN TO CARRIER OF EQUIPMENT AFTER STRIKE OR EMERGENCY: In the event NJ TRANSIT, pursuant to Section 7 and Section 8 above, retakes possession of buses otherwise utilized by the Carrier to operate the Contracted Service, those buses will be returned to the Carrier in the same or similar condition they were at the time of such retaking, excepting ordinary wear and tear, and NJ TRANSIT will not be liable for any payment or damages to the Carrier other than for NJ TRANSIT'S use of the Carrier's own purchased equipment, such as tires and tubes.

10. CHARGES, FEES, AND EXPENSES: The Carrier, except during NJ TRANSIT's Equipment use pursuant to Sections 7 or 8 above, shall pay any and all expenses, taxes, charges, assessments, license fees, inspection fees, and other costs relating to the Contracted Service and, including but not limited to, gross receipts taxes, highway use taxes, and vehicle excise taxes, whether such taxes, charges, fees, or other costs are levied against the Equipment operator or the Equipment owner.

The Carrier shall also pay all expenses, fees, charges, and taxes incurred in connection with the licensing, and registration of the Equipment, and all direct and indirect expenses in connection with the use and operation of the Equipment during the term of

this Agreement, including, but not limited to, fuel, oil, grease, repairs, maintenance, insurance, and other such expenses.

The Carrier agrees that during the term of this Equipment Lease it will duly and timely pay all charges due to the State of New Jersey, its agencies, NJ TRANSIT and its subsidiaries, and to any and all other governmental agencies. Any violation by the Carrier of the provisions of this Section 10 shall permit NJ TRANSIT to declare the Carrier to be in default of this Agreement.

11. INSPECTION: NJ TRANSIT and its designated agents and representatives will have the unimpeded right to inspect the Equipment at any time and any place during the term of this Agreement. NJ TRANSIT shall make a reasonable effort to not unduly interfere with the operations or maintenance schedules of the Carrier. NJ TRANSIT inspectors will be allowed on the premises of the Carrier without the necessity of written permission, but such persons shall not enter onto the premises of the Carrier without first indicating to the Carrier their status as NJ TRANSIT employees, agents, or representatives. All inspections will begin promptly upon presentation of each unit of Equipment and will be carried through to completion as promptly as feasible. Inspections may take any form and may also include examination of the Carrier's maintenance procedures and the administration records of the Carrier's equipment.

12. REPAIRS, PARTS, AND SPECIAL REQUIREMENTS: The Carrier, except during NJ TRANSIT'S Equipment use pursuant to Sections 7 or 8 above, shall make all necessary repairs to each unit of Equipment. The Carrier shall complete such work on a schedule without interruption of the Contracted Service. The design, quality, and component part, if any, used in such repairs will conform to all applicable U.S. Department

of Transportation, Surface Transportation Board and manufacturers' requirements and to all applicable standards of NJ TRANSIT and the New Jersey Department of Transportation. Replacement parts on all Equipment must be new factory replacement parts, or better, or parts purchased from a reputable supply house which deals in new replacement parts equal to or better than original equipment. In no instance shall replacement parts be used which are rated less than manufacturers' specifications.

Notwithstanding any warranties which may be available on equipment from the manufacturers, as between NJ TRANSIT and the Carrier the obligation to repair and maintain the Equipment is exclusively the Carrier's, regardless of whether the need for repair or maintenance is due to defects, normal wear and tear, accident or other cause.

In all instances where Equipment is damaged, destroyed, or lost, the Carrier will repair the Equipment in accordance with the standard or condition required under this Agreement or when Equipment has been damaged to the point where it would be considered a "total loss", carrier will compensate NJ TRANSIT for the value of the Equipment at the time of loss as provided by NJ TRANSIT's Vehicle Depreciation Table or The Official Bus Blue Book by Bus Solution, whichever is higher and as described in Part C, Section 2 of this agreement.

13. **MAINTENANCE:** The Carrier, except during NJ TRANSIT Equipment use pursuant to Sections 7 or 8 above, will maintain each unit of Equipment in a state of good repair and in accordance with the manufacturer's warranty requirements, as set forth in Section 18 of this Part "B."

NJ TRANSIT has the right, but not the obligation, to inspect each unit of Equipment and the Carrier's Equipment records as shall be reasonably necessary to confirm the

Carrier's proper and timely maintenance of the Equipment. The Carrier will correct promptly any unsatisfactory items reported as a result of such inspections. In addition, NJ TRANSIT may order repairs to be made at the Carrier's expense at any time to ensure that each bus is readily available for safe, efficient, and dependable service in accordance with NJ TRANSIT requirements or the requirements of any governmental agency. It is understood and agreed by the Carrier, however, that all Equipment repairs, maintenance and inspections are the exclusive obligation and responsibility of the Carrier, regardless of whether there have been any Equipment inspections by NJ TRANSIT.

The Carrier is permitted to operate buses leased to it under this Equipment Lease with rented tires or rented batteries, but re-treaded or re-grooved tires are strictly prohibited on the front axle of any Equipment, regardless of condition.

NJ TRANSIT may order tires removed from Equipment when tread depth, sidewall deteriorations, or deep cuts are deemed by NJ TRANSIT, in its sole discretion, to make further operation unsafe; and the Carrier shall immediately comply with all such orders. The Carrier shall not tamper or remove any unit of equipment without first notifying NJ TRANSIT in writing and obtaining NJ TRANSIT's written permission for such tampering or removal. Fuel used in all Equipment must be ultra-low sulfur diesel fuel, or as specified or permitted by the Equipment manufacturer for prevailing environmental and/or weather conditions, unless otherwise approved by NJ TRANSIT in writing.

The Carrier understands and agrees that maintaining each unit of Equipment in a state of good repair is an essential and material consideration of this Agreement. Minimum Equipment maintenance standards and reporting requirements are specified in **Exhibit J,** Bus Maintenance Standards and Reporting Requirements. The Carrier further

agrees that any failure to comply with the requirements of this Section 13 will constitute grounds for the immediate termination of this Agreement, and NJ TRANSIT may terminate this Agreement immediately and without any advance notice. NJ TRANSIT will be entitled to recover replacement cost damages from the Carrier resulting from the lack of maintenance or improper maintenance of the Equipment. Any costs incurred by NJ TRANSIT to perform repairs to any Equipment, including revenue vehicles, support equipment and vehicles, communications and revenue collection equipment, may, in NJ TRANSIT's sole discretion, be deducted from the Carrier's monthly contract payment, retainage withheld, or any other funds due to the carrier by NJ TRANSIT

14. DEPARTMENT OF TRANSPORTATION INSPECTIONS: The Carrier will maintain all Equipment so that it will pass the inspections, when presented to the inspector, made by the New Jersey Department of Transportation, New Jersey Motor Vehicle Commission, United States Department of Transportation, or any other regulatory body or entity authorized to inspect the equipment. The Carrier will be responsible for all costs incurred for each unit of Equipment to successfully pass each such inspection. Failure to comply with this requirement will constitute grounds for the immediate termination without any advance notice.

15. ACCESSIONS: Any parts installed or replacements made by the Carrier on any unit of Equipment will be considered accessions to such unit and title thereto will be immediately vested in NJ TRANSIT, except that the Carrier will have the right to install and remove from said Equipment Carrier-owned or rented items. When NJ TRANSIT recovers Equipment, as provided for elsewhere by this Agreement, NJ TRANSIT will have thirty (30) calendar days to remove, at the Carrier's expense, all Carrier-owned or rented

items from each unit of Equipment, and then return such items to the Carrier at the Carrier's expense. NJ TRANSIT may request an arrangement between carriers and leasing companies that allows for the transfer of the lease or run-off of leased tires to become the responsibility of the subsequent operator of the Equipment.

The Carrier may install rented batteries and tires in the Equipment, but Carrier shall remain wholly responsible for in-kind replacement of said batteries and tires when NJ TRANSIT recovers the Equipment as provided for by this Agreement. Removal and return of rented batteries and tires will be at the Carrier's expense.

16. NON-ASSIGNMENT: The Carrier will not under any circumstances assign, sublease, transfer, or encumber its leasehold interest under this Agreement. The Carrier will not allow to pass out of its possession or control any of the Equipment, except for purposes of repairs or maintenance by outside contractors. Violation of this Section 16 by the Carrier will result in the immediate, self-executing and automatic termination of this Agreement.

17. LAWS AND REGULATIONS: The Carrier shall comply with all laws, regulations, requirements and rules with respect to the possession, use, maintenance, and operation of each unit of Equipment. In case any part of such unit shall be required to be changed or replaced, or in case any additional or other part is required to be installed on such unit in order to comply with such laws, regulations, requirements, and rules, the Carrier agrees to make such changes, additions, or replacements. The Carrier agrees to maintain the Equipment in full compliance with such laws, regulations, requirements, and rules during the term of this Agreement.

18. WARRANTY: This Section 18 is applicable only in the event that the Equipment is covered by a manufacturer's warranty. The Carrier will in no way jeopardize any warranty on warranted Equipment and will make warranted Equipment available to NJ TRANSIT and the sales or service representatives of the manufacturer upon request for warranty service or warranty inspection. The Carrier will at all times comply with the manufacturer's recommendations for the maintenance of the Equipment. After consultation with NJ TRANSIT, the Carrier shall submit in a timely manner all warranty claims directly to the manufacturer for processing in accordance with NJ TRANSIT's Warranty Claim Procedure, which will be supplied separately to the Carrier. Upon filing of each warranty claim, the Carrier shall send NJ TRANSIT a copy of each claim and shall inform NJ TRANSIT of the status and disposition of each claim. NJ TRANSIT shall not prohibit the Carrier from submitting any specific warranty claim against the manufacturer and may require the Carrier to submit specific warranty claims as directed. All credits, proceeds, parts or adjustments obtained by the Carrier from the manufacturer will accrue to the Carrier, except in the event there are excesses above and beyond warranty claims or proceeds from other settlements. Such excesses will be paid to NJ TRANSIT.

PART C. ADDITIONAL PROVISIONS REGARDING PARTS "A" AND "B"

1. **INDEMNIFICATION:** The Carrier shall have full control over the actual operation of the Contracted Service to be provided under this Agreement. To the fullest extent permitted by Law, the Carrier, and each of their respective, affiliates, partners, officers, representatives, agents, employees, contractors, subcontractors (collectively, “Indemnifying Parties”) shall defend, indemnify, protect, and save harmless the State of New Jersey, NJ TRANSIT, its subsidiaries, their respective Boards of Directors, officers, agents, and employees (collectively “Indemnified

Parties") from and against any and all claims, suits, actions, demands or damages of whatsoever kind or nature arising out of or related to the performance of this Agreement , including, but not limited to, costs of investigation, court costs, counsel fees, settlements and judgments, and other costs or expenses incurred in connection with the defense of any actual or threatened action, proceeding or claim, or otherwise, brought because of any injuries, deaths, or damage received or sustained by any person, persons, or property on account of the operations of Carrier or its contractors, or because of any act, omission, neglect, or misconduct of Carrier or its contractors in the operations or performance of the work or services specified in this Agreement; or from any claims or amounts arising or recovered under the Worker's Compensation Act, or any other law, ordinance, order, or decree, or by reason of or arising out of: i) any component of the Contracted Service ii) any material misrepresentation by the Indemnifying Parties or breach by the Indemnifying Parties of any representation, warranty, covenant, agreement, or obligation of Indemnifying Parties made herein; iii) any negligence or omission of the Indemnifying Parties; iv) any violation of Law by the Indemnifying Parties; iv) any failure of any part of the Contracted Service ; v) any consequential, special, incidental, or indirect damages for which any of the Indemnified Parties, or anyone acting for or on their behalf, becomes liable; vi) a breach of this Agreement by the Indemnifying Parties; or vii) any incident involving (a) the failure to secure and maintain NJ Transit's buses in any of the Indemnifying Parties' possession, custody or control, or for which Carrier is otherwise responsible, or (b) a compromise or disruption to a NJ Transit buses caused by or attributable to the Indemnifying Parties' acts or omissions.

So much of the money due the said Carrier under and by virtue of this Agreement as may be considered necessary by NJ TRANSIT for such purpose may be retained for the use of NJ TRANSIT; except that money due to the Carrier will not

be withheld when the Carrier produces satisfactory evidence that it is adequately protected by the insurance coverages required in Article 2, INSURANCE. NJ TRANSIT will, as soon as practicable after a claim has been made against it, give written notice thereof to the Carrier along with full and complete particulars of the claim. If the suit is brought against NJ TRANSIT, NJ TRANSIT will immediately forward to the Carrier every claim, demand, complaint, notice, summons, pleading or other process received by NJ TRANSIT. NJ TRANSIT shall have the right, but not the obligation, to participate, to the extent, it deems appropriate, in the defense of the matter and must concur in the terms of any settlement or other voluntary disposition of the matter. In the defense of any such claims, demands, suits, actions and proceedings, the Carrier shall not raise or introduce, without the express written permission in advance of the Office of the Attorney General of the State of New Jersey, any defense involving in any way the immunity of NJ TRANSIT or the State of New Jersey, the jurisdiction of the tribunal over NJ TRANSIT or the State of New Jersey, or the provisions of any statutes respecting suits against NJ TRANSIT or the State of New Jersey.

Carrier hereby agrees that it shall assume and take over the investigation and defense thereof at the Carrier's sole cost and expense, and assumes full responsibility for liability arising out of its conduct and the conduct of its contractors whether by action or inaction. NJ TRANSIT assumes no liability or responsibility for the acts of the Carrier, its employees, agents, or contractors, by virtue of entering into this Agreement.

The Indemnifying Parties' obligation to indemnify, defend and hold harmless the Indemnified Parties may extend to instances where the Indemnified Parties

may be liable for the Indemnifying Parties' negligence and may exist regardless of whether the Indemnified Parties are alleged or is determined to be liable due in part to its own concurrent or partial negligence of any claim.

2. INSURANCE:

The Carrier, and any of its contracting parties, shall carry and maintain, in its name as Insured, the following minimum insurance coverages:

a. Commercial General liability Insurance using ISO Occurrence Form CG0001 10/93 or equivalent. The policy shall provide a minimum amount of $5,000,000 each occurrence, $5,000,000 personal and advertising injury, $5,000,000 per project general aggregate, and $5,000,000 products completed operations aggregate. Coverage provided under this liability policy shall be on an occurrence basis and shall include, but not be limited to, bodily injury, include passengers, and property damage coverage, including products liability covering bodily injuries and property damage caused by defective products, design defects, manufacturer defects, and marketing defects, completed operations coverage, premises operations liability, blanket contractual liability, personal injury liability, advertising injury coverage, independent contractors' liability, mobile equipment, and cross liability and severability of interests clause. Additional insured endorsement at least as broad as ISO Form CG 20 10 11 85, together with CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 naming NJ TRANSIT, the State of New Jersey and the Indemnified Parties, and coverage must apply on a primary and non-contributory basis. The policies shall contain a waiver of subrogation in the benefit of the Indemnified Parties.

b. Commercial Automobile Liability Insurance in an ISO Form Number CA 00 01 covering any auto (Code 1) with a minimum of $5,000,000 combined single limit for bodily injury and property damage. With respect to said insurance, NJ TRANSIT and

the Indemnified Parties shall be named as an additional insured at no additional cost to NJ TRANSIT.

c. Workers' Compensation Insurance in compliance with the laws of the state where the work is to be performed and Employer Liability Insurance as follows: Employer's Liability: $1,000,000 each accident / $1,000,000 each employee disease / $1,000,000 policy limit – disease.

d. Comprehensive and Collision insurance with a Loss Payee endorsement naming NJ TRANSIT, for physical damage to vehicles or buses in Carrier's care, custody, or control, and with coverage for the actual cash value of each bus and subject to a mutually agreeable deductible. Carrier shall bear all risk of loss, damage or destruction to the vehicle or buses (which may exceed actual cash value).

e. Property Insurance written on an "all risks" form covering the full replacement value of NJ Transit buses/equipment, with no coinsurance penalty provision, and covering all perils, including, but not limited to, fire, flood, theft, terrorism, and any damage or destruction, This policy shall name NJ Transit as loss payee.

In the event of any loss, theft, damage or destruction of NJ TRANSIT owned Equipment, the Carrier shall promptly notify NJ TRANSIT and initiate the appropriate property damage claim(s) with its insurance carrier and/or third party on a timely basis. In all cases involving the loss, theft, damage or destruction of NJ TRANSIT owned or leased Equipment, the decision regarding settlement amounts and terms regarding property damage recovery shall be made by NJ TRANSIT as owner or lessee of the Equipment. The Carrier shall provide NJ TRANSIT with a status update of all pending claims regarding NJ TRANSIT owned or leased Equipment every thirty (30) days until the claim is settled, and restitution has been made to NJ TRANSIT for the loss of the Equipment. The Carrier hereby agrees that, in the event the Equipment is considered a total loss, NJ TRANSIT shall be the loss payee on all settlement payments involving NJ Transit owned or leased Equipment.

The Policies shall include the Indemnified Parties as additional insureds. The insurers shall waive the right to subrogate against the Indemnified Parties.

All insurance policies shall be written on an occurrence form basis and shall not include any exclusions for “actions over claims” (insured vs. insured). All policies must be written by insurance companies authorized to do business in New Jersey with an A.M. Best and Company rating of “A-” or better (or equivalent rating). All policies shall contain an endorsement that if the policy is canceled, non-renewed or is subject to any material reduction in limits, the Insurer will provide written notice to NJ TRANSIT at least thirty (30) Calendar Days prior to the occurrence of such event in accordance with Article 35, NOTIFICATION with a copy to NJ TRANSIT’s Senior Director of Risk Management as follows:

NJ TRANSIT
One Penn Plaza East
Newark, New Jersey 07105-2246
Attn: Senior Director, Risk Management

The foregoing insurance coverage is not intended to nor does it limit the liability of the Carrier to hold the Indemnified Parties harmless. All the insurance policies required to be maintained hereunder shall be primary and non-contributory and any insurance or self-insurance maintain by NJ Transit or any of the Indemnified Parties shall not contribute to any loss. Further, any self-insurance retention shall be evidenced and approved by NJ Transit. If approved, such self-insured retention and/or deductible maintained by Carrier, or its contracting parties, shall cover any liability imposed upon the Carrier and its Affiliates with respect to the operations and obligations assumed by the Carrier. The Carrier represent that such deductible or retentions provide NJ TRANSIT and the Indemnified Parties with all rights and protections that would be provided by traditional independent insurance, including but not limited to, defense obligations that insurers are required to undertake under liability policies pursuant to the terms of this Agreement. If the Carrier carries higher

limits than those required hereunder, or other coverages, those shall be made available to pay claims and provide defense.

The Carrier shall provide NJ TRANSIT with evidence of the Carrier's insurance. Said insurance shall be maintained in full force and effect by the Carrier, and assignee, if any, from the effective date of this Agreement until completion of and final payment for the Scope of Services. If the Carrier (or assignee) shall fail or refuse to renew its insurance, as necessary, NJ TRANSIT may cancel or refuse to make payment of any further monies due under this Agreement. In lieu of requiring its assignees or its contracting parties to carry this coverage, the Carrier may elect to cover them under its policies of insurance.

If the Carrier, its assignees or any of its contracting parties are required to perform work on property or facilities owned by a third party, the Carrier, its assignees or any of its contracting parties will be required to satisfy the insurance requirements set forth by the third-party property owner. NJ Transit reserves the right to increase the limits of insurances or require additional coverages

3. **NOTIFICATION:** Any request, demand, authorizations, direction, notice, consent, waiver, report, or other document provided, permitted or required by this Agreement to be made upon, given, or furnished or filed with one party by another party will be in writing and will be delivered by hand, courier next day service, or by deposit in the certified mails of the United States, postage prepaid, in an envelope addressed as follows:

If to NJ TRANSIT:

Senior Director, Private Carrier Affairs
New Jersey Transit Corporation
One Penn Plaza East, 2nd Floor
Newark, NJ 07105-2246

If to the Carrier:

Brett Burke
Suburban Trails, Inc.
750 Somerset Street
New Brunswick, NJ 08901
[redacted]

Either party to this Agreement may re-designate its notification of the recipient or change the address of the notification recipient by notifying the other party to this Agreement change in writing.

It is hereby agreed that fax and electronic mail delivery of written communications is permitted; however, any and all such faxed or electronic mail communications must also be simultaneously provided by hand or by certified mail, courier next day service, as may be provided above, and fax or electronic mail alone will be insufficient unless mutually consented to by both parties, or unless otherwise expressly permitted elsewhere in this Agreement. Communications regarding ordinary matters such as day-to-day operations may be by fax or e-mail alone.

4. NONDISCRIMINATION: The parties of this Agreement do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4, and 10:5-31 et seq., (P.L. 1975, c. 127, as amended and supplemented), the rules and regulations promulgated pursuant thereto, and the provisions set forth in attached **Exhibit L** are hereby made a part of this Agreement and are binding upon them.

The Carrier shall comply with Title VI of the Civil Rights Act of 1964, which requires that no person in the United States, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

5. CIVIL RIGHTS: During the performance of this Contract, the Carrier, for itself, its assignees and successors in interest and its Subcontractor at every tier (hereinafter referred to as the "Carrier") agrees as follows:

A.) Compliance with Regulations

The Carrier shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B.) Nondiscrimination

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, and N.J.S.A. 10:3-1, the Carrier agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, or disability. In addition, the Carrier agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

C.) Equal Employment Opportunity

The following equal employment opportunity requirements apply to the underlying contract:

1.) Race, Color, Religion, National Origin, Sex

In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Carrier agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal

Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of the Project. The Carrier agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, sexual orientation, gender identity, or age. 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. In addition, the Carrier agrees to comply with any implementing requirements FTA may issue.

2.) Age

In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332 and N.J.S.A. 10:5-12(a), the Carrier agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Carrier agrees to comply with any implementing requirements FTA may issue.

3.) Disabilities

In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Carrier agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Carrier agrees to comply with N.J.S.A. 10:5-29.1 and any implementing requirements FTA may issue.

D.) The Carrier also agrees to include these requirements in each

subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary, to identify the affected parties.

E.) Information and Reports

The Carrier shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or NJ TRANSIT or the FTA to be pertinent to ascertain compliance with such Regulations, orders and instruction. Where any information is required or a Carrier is in the exclusive possession of another who fails or refuses to furnish this information, the Carrier shall so certify to NJ TRANSIT, or the FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.

F.) Sanctions for Noncompliance

In the event of the Carrier's noncompliance with the nondiscrimination provisions of this Contract, NJ TRANSIT shall impose such contract sanctions as it or the FTA may determine to be appropriate, including but not limited to:

1.) Withholding of payments to the Carrier under the Contract until the Carrier complies; and/or

2.) Cancellation, termination or suspension of the Contract, in whole or in part.

6. DISADVANTAGED BUSINESS ENTERPRISES: As an aid in meeting the commitment of its Disadvantaged Business Enterprise (DBE) Program, NJ TRANSIT has assigned a **three percent (3%) Race Conscious DBE Goal** on the gross sum amount of the bid or contract for DBE subcontracting participation. All NJ Unified Certification Program (NJUCP) certified DBE firms, including suppliers, are eligible to participate in this contract. NJ TRANSIT's DBE Program is accorded the same priority as compliance with all other legal obligations required by the USDOT. The Carrier shall comply with the

DBE Program requirements in the award and administration of NJ TRANSIT contracts. Failure by the Carrier to carry out these requirements shall constitute a breach of the Contract, which may result in the termination of the Contract or other such remedy, as NJ TRANSIT deems appropriate.

The term "disadvantaged business enterprise" means a for-profit small business concern that is owned and controlled by one (1) or more socially and economically disadvantaged persons, as defined by 49 C.F.R. Part 26. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons would include, but not be limited to, Black Americans (not of Hispanic origin); Hispanic Americans; Native Americans; Asian-Pacific Americans; Subcontinent Asian Americans; and Women, regardless of race or ethnicity.

Should the actual Contract amount increase or decrease, through approved change order(s), NJ TRANSIT's Office of Business Development (OBD) must be informed. OBD will determine if this will result in an adjustment to DBE participation to reflect the assigned DBE goal.

The Carrier shall fully comply with the requirements and provisions set forth in the New Jersey Transit Corporation DBE Requirements for Federal Procurement Activities as set forth in **Appendix H to the RFP.**

The Carrier shall make a good-faith effort to allocate at least **three percent (3%) Race Conscious DBE Goal to Disadvantaged Business Enterprise (DBE) firms**. A monthly report (**RFP Appendix H, Form E**) must be submitted by the Carrier to NJ TRANSIT as a means for NJ TRANSIT to assess the Carrier's progress towards and attainment of said allocation goal. Carrier must further ensure the DBE subcontractor or

vendor also submits its monthly report (**RFP Appendix H, Form E2**) to OBD on a timely basis. Reporting shall be pursuant to reporting requisites established by NJ TRANSIT.

7. AMERICANS WITH DISABILITIES ACT: The parties to this Agreement do hereby agree that the provisions of the Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. §§ 12101 et seq.) (ADA) and the rules and regulations promulgated pursuant thereto (49 C.F.R. Part 37, Subpart G (49 C.F.R. 37.161 through 173), 49 CFR Part 38, Subpart B (49 C.F.R. 38.21 through 39), 49 C.F.R. 38.151 through 161 and 29 C.F.R. Part 1630 (29 C.F.R. 1630.1 through 16, and Appendix) are made part of this Agreement and are binding upon them. It is also understood by the parties that the Carrier shall indemnify, protect and save harmless the State of New Jersey, NJ TRANSIT, their respective directors, officers, agents and employees and each and every one of them against all suits, claims, penalties and costs of every kind and description to which NJ TRANSIT may be subjected to by the Carrier's failure to comply with the ADA and the rules and regulations promulgated pursuant thereto.

Of particular concern to NJ TRANSIT is a Carrier denying or failing to accommodate any request for accessible service. Carrier's failure to provide accessible service will result in the assessment of damages in the amount of $150.00 per occurrence. The following conditions are deemed cause for such assessment:

a. Deploying a bus with an inoperable wheelchair lift, Kneeling System, Wheelchair Securement System and Public Address (PA) System;

b. Bus operators not trained in the use of wheelchair lifts, Kneeling Systems, Wheelchair Securement Systems, and Public Address (PA) Systems;

c. Inability to deploy vehicles due to wheelchair lift, Kneeling System, Wheelchair Securement System, and Public Address (PA) System inoperability;

d. Operator failing to provide assistance to passengers with disabilities when requested;

e. Operator failing to make bus announcements of major stops at intersections;

f. Operator by passing a passenger with a disability; and

g. Operator rudeness towards a passenger having a disability.

The Carrier shall maintain copies of all documentation of any and all lift reservations received for a period of one (1) year commencing on the date the reservation was received.

8. **CONSCIENTIOUS EMPLOYEE PROTECTION ACT:** The Carrier will be subject to the provisions of the New Jersey Conscientious Employee Protection Act, N.J.S.A. 34:19-1 et seq., which states that it is unlawful for an employer, whether public or private, to discharge, suspend or demote an employee when: a) the employee discloses, or threatens to disclose, to a supervisor or a public body, a policy, activity, or practice of the employer that the employee reasonably believes is unlawful; b) the employee provides information to, or testifies before, a public body conducting an investigation or inquiring into the employer's violations of a law, rule, or regulation; or, c) the employee objects to, or refuses to participate in, any activity, policy, or practice which the employee reasonably believes is unlawful, fraudulent or criminal, or incompatible with a clear mandate of public policy concerning public health, safety, or welfare.

9. **FRAUD:** Any evidence of any intentional misrepresentation by the Carrier, its officers, agents or employees shall be forwarded to the New Jersey State Attorney General for appropriate action.

10. DISPUTES: Any and all disputes arising in the performance of this Agreement which are not resolved by mutual agreement of the parties will be decided by the NJ TRANSIT Senior Director of Private Carrier Affairs. The decision will be final and conclusive unless within ten (10) calendar days from the date of receipt of its copy of the decision, the Carrier mails or otherwise furnishes a written appeal to the NJ TRANSIT Chief of Procurement and Support Services. Such appeal must state with detail and specificity the facts and rationale for the disagreement with the decision made by the NJ TRANSIT Senior Director of Private Carrier Affairs. In connection with any such appeal, the Carrier shall, in the manner prescribed by, and at the discretion of, the Chief of Procurement and Support Services or their designee, be afforded an opportunity to be informally heard by the Chief of Procurement and Support Services or their designee, and to offer evidence in support of its position. Upon review of the papers by the Chief of Procurement and Support Services, or their designee, of the Carrier's appeal, the Chief of Procurement and Support Services or their designee shall then make a final determination, which will constitute the agency's final decision on the matter. The New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq., shall govern any action which may be brought by the Carrier as a result of NJ TRANSIT's decision.

11. NON-ASSIGNMENT: The Carrier shall not assign any of its benefits or rights nor delegate any of its obligations, responsibilities or duties under this Agreement.

Any assignment made in contravention of this Section 11 will automatically, simultaneously and immediately terminate this Agreement.

12. ENTIRE AGREEMENT: This Agreement embodies the entire bus operating agreement and Equipment Lease/sublease between the parties. Notwithstanding the division of this Agreement into three (3) parts, this Agreement will be construed as one indivisible document and it may not be modified or terminated, except as specifically provided herein.

If any provision of this Agreement is found to be invalid, such invalidated provision will be considered deleted herefrom and will not invalidate the remaining provisions hereof, which will continue in full force and effect.

Except as otherwise provided herein, if the fulfillment by the Carrier of any provision of this Agreement would conflict with or fail to comply with the provisions of any applicable statute, regulation, or order of any state or federal agency or court, then non-fulfillment of such provisions will be excused solely to the extent and for the duration of the conflict or noncompliance.

13. REMEDIES NOT EXCLUSIVE; NON-WAIVER: The remedies in this Agreement provided in favor of NJ TRANSIT will not be deemed to be exclusive, but will be cumulative, and will supplement and be in addition to all other remedies in NJ TRANSIT's favor existing at law or in equity or otherwise.

The Carrier hereby waives any requirements of law, now or hereafter in effect, which might limit or modify in any manner any of the remedies herein provided for NJ TRANSIT, to the extent that such waiver is permitted by law.

NJ TRANSIT's failure to exercise any of the rights or remedies granted it hereunder regarding any action, behavior, contingency or occurrence related to or subject to this Agreement will not constitute a waiver of any such right or remedy and will not constitute consent for the continuation or recurrence of any such action, behavior, contingency or occurrence or similar action by the Carrier.

14. <u>SERVICE LEVEL CHANGES:</u> NJ TRANSIT reserves the right to make service level changes to the Agreement at any time by providing the Carrier with written notice signed by the NJ TRANSIT Senior Director of Private Carrier Affairs or his/her designee.

With regard to route or schedule changes, the NJ TRANSIT Senior Director of Private Carrier Affairs or his/her designee may, at any time by written order, make changes in the routes or schedules contained in attached Exhibits A and B. If any such Service Level Change causes an increase or decrease in the Contract Miles, hours of service, or peak hour bus requirements, an equitable adjustment will be made in the Agreement price. In the event that an adjacent Carrier currently under contract with NJ TRANSIT demonstrates an inability to successfully operate within the Standards of Service set forth in its contract, whether due to emergency causes, bankruptcy, contractual default, or any other reason NJ TRANSIT deems valid, NJ TRANSIT reserves the right to transfer any or all unsupported work scope, including bus routes, to this Agreement. Within five (5) calendar days after receipt of the written Service Level Change, the Carrier shall provide NJ TRANSIT with a detailed statement of any objections it has to NJ TRANSIT's calculation of the change in Contracted Services miles, hours or peak bus requirements. Disagreements that cannot be resolved through negotiations will

be resolved in accordance with the Section 10 of Part "C", “Disputes”. Regardless of any disputes, the Carrier shall continue and proceed with the work ordered.

15. CARRIER FILING OBLIGATIONS: In addition to other reports required elsewhere in this document, the Carrier shall submit reports to NJ TRANSIT, in a form prescribed by NJ TRANSIT, and Carrier shall do so within the time prescribed in **Exhibit H.** The Carrier shall also provide, as NJ TRANSIT may request, at any time, any additional information deemed necessary by NJ TRANSIT. Payment for Contracted Services will be withheld until the respective reports required by this Agreement are received by NJ TRANSIT. The Carrier’s failure to file such monthly reports will not excuse the Carrier from any assessments provided for in this Agreement.

The Carrier shall also prepare and file, by the prescribed date, any and all reports or other documents required to be filed by the Carrier with any federal, state, local or any other governmental body. Additionally, the Carrier shall comply in a timely fashion with its obligations to deposit and pay any sums due to any federal, state, local or any other governmental body pursuant to any statute, ordinance, regulation or otherwise, including, but not limited to, any fees, and taxes owed by the Carrier, and any sums withheld from employees' wages.

Upon request by NJ TRANSIT, the Carrier shall also prepare and deliver to NJ TRANSIT copies of any of the aforesaid materials, or proof of any of the aforesaid payments, including any such materials for companies affiliated with the Carrier that are directly or indirectly related to the Carrier's operations, obligations, or claims under this Agreement.

16. <u>ACCIDENT AND INCIDENT REPORTS BY CARRIER:</u> The Carrier shall promptly notify NJ TRANSIT in writing within twenty-four (24) hours of the occurrence of or receipt of any type of information or notice by the Carrier of any and all incidents, accidents, property damage, personal injury or death resulting in, or ultimately likely to result in, damage or claims exceeding five thousand dollars ($5,000) to any property or to any person arising during the possession or operation of the Equipment during the provision of the Contracted Services or attendant activities under this Agreement. In the event of any loss, theft or destruction of the Equipment or damage thereto exceeding $500 or exceeding the value of such Equipment, whichever is lower, the Carrier shall within forty-eight (48) hours of such loss, theft, destruction or damage, notify NJ TRANSIT both by telephone and in writing, and hold the Equipment and records available for inspection by NJ TRANSIT. Within fifteen (15) business days of the event, the Carrier shall advise NJ TRANSIT whether the Equipment can be repaired within one hundred-eighty (180) calendar days of the event. In all instances, the Carrier shall either repair the Equipment to the standard or condition required under this Agreement or, when equipment has been damaged to the point where it would be considered a “total loss”, carrier will compensate NJ TRANSIT for the value of the equipment at the time of loss as provided by NJ TRANSIT’s Vehicle Depreciation Table or The Official Bus Blue Book by Bus Solution, whichever is higher and as described in Part C, Section 2 of this agreement. The Carrier shall also submit, by the seventh (7th) calendar day of each month, a report of any and all incidents, accidents and occurrences resulting in or, likely to result in any personal injury, death, or any property damage during the previous month, regardless of the dollar amount of damage or of actual or potential injury or death claims.

17. AUDIT: The Carrier shall maintain, and NJ TRANSIT auditors and their agents will have the right to examine and/or photocopy, the Carrier's books of account, records, reports, and all other documents that are related, directly or indirectly, to the Carrier's operations, receipts, obligations, and claims while this Agreement is in effect. The Carrier shall also allow unimpeded access to its real and personal property for the purpose of such inspections by NJ TRANSIT examiners. The Carrier shall permit NJ TRANSIT, the State of New Jersey, the Comptroller General of the United States, the United States Department of Transportation, FTA, and their respective authorized representatives to inspect all vehicles and Equipment, leased by NJ TRANSIT to the Carrier pursuant to this Agreement, and all transportation services rendered by the Carrier through the use of such Equipment, including all relevant data and records.

Consistent with N.J.S.A. 52:15C-14 and N.J.A.C. 17:44-2.2, the Carrier shall retain all contract records and permit the authorized representatives of NJ TRANSIT, the State of New Jersey, the Office of the State Comptroller, the USDOT, the FTA and the Comptroller General of the United States and their duly authorized representatives, such as Project Management Oversight (PMO), Integrity Oversight Monitors (IOM), etc. to inspect and audit all financial data, operational data and other records of the Carrier including but not limited to disclosure forms, payment requests, change orders, invoices, certified payrolls, manifests, etc. relating to products, transactions or services provided under this Agreement including the performance of its designees from the date of the Advertisement of the RFP and for five (5) years after final payment under this Agreement has been made. The Carrier shall make documentation available with prompt access, which shall not be more than five (5) business days, to NJ TRANSIT, the State of New

Jersey, the Office of the State Comptroller, the USDOT, the FTA, and the Comptroller of the United States and the duly authorized representatives of each upon written, which includes email, request to inspect and audit the documentation.

NJ TRANSIT, the State of New Jersey, the Office of the State Comptroller, the USDOT, the FTA and the Comptroller General of the United States and their duly authorized representatives also shall have the right to examine all aspects of the products, transactions and services and specifically the right to conduct interviews, on-site visits, surveillance, field activities and head counts and to perform financial audits and operational reviews as deemed necessary to prevent, remediate or mitigate fraud, waste and abuse. Any inspection, audit or review or lack thereof shall not relieve the Carrier of responsibility for satisfactory performance of the Work. The Carrier shall maintain a true and correct set of records for all financial and operational data in sufficient detail to permit reasonable verification or correction of charges and performance in accordance with this Agreement from the date of the Advertisement of the RFP and for five (5) years after final payment under this Agreement has been made.

The Carrier further agrees to include in all its subcontracts hereunder a provision requiring the Subcontractor to keep all contract records and stating that NJ TRANSIT, the State of New Jersey, the Office of the State Comptroller, USDOT, the FTA and the Comptroller General of the United States or any of their duly authorized representatives, such as PMO, IOM etc. shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine pertinent books, documents, papers, and records of such subcontractor, involving transactions related to the Subcontractor. The term "Subcontractor" as used in this clause excludes (1) purchase

orders not exceeding $10,000 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

18. APPLICABLE LAW: This Agreement will be construed in accordance with and governed by the procedural and substantive laws of New Jersey.

a. Compliance with Federal, State and Local Law

The Carrier shall comply with applicable laws, ordinances and codes of the United States, the State of New Jersey and local governments within the State. If NJ TRANSIT determines that the Carrier has violated or failed to comply with applicable federal, state or local lows with respect to its performance under this Agreement, NJ TRANSIT may withhold payments for such performance and take such other action that it deems appropriate under the circumstances until compliance or remedial action has been accomplished by the Carrier to the satisfaction of NJ TRANSIT.

b. Changes to Federal Requirements

The Carrier shall at all times comply with all applicable Federal regulations, policies, procedures and directive, including without limitation those listed directly or by reference in the Master Agreement between NJ TRANSIT and the FTA, as they may be amended or promulgated from time to time during the term of this Agreement. Carrier's failure to so comply shall constitute a material breach of this Agreement.

19. TERMINATION OF THE AGREEMENT FOR CONVENIENCE: NJ TRANSIT reserves the right to terminate this Agreement at any time for any reason, and at its sole discretion, without any further obligation remaining for NJ TRANSIT under this Agreement, upon giving the Carrier thirty (30) calendar days' notice in writing.

Termination by NJ TRANSIT, however, is also permitted at any time and without any advance notice whatsoever, as provided elsewhere in this Agreement.

In the event of termination by NJ TRANSIT, the Carrier will be given written notice by the Contracting Officer of such termination specifying the effective date thereof. Compensation will be paid to the Carrier pursuant to the terms of Part A, Section 5 ("Terms of Payment"), for the services actually performed prior to such date. After receipt of such written notice, the Carrier shall not incur any new obligations without the prior written approval of the Contracting Officer and shall cancel as many outstanding obligations so related as possible. NJ TRANSIT will evaluate each obligation deemed non-cancellable by the Carrier in order to determine its eligibility for inclusion in compensable costs. No damages of any nature shall be claimed against NJ TRANSIT in the event it exercises this right of termination.

The Carrier has the right to terminate this Agreement provided the Carrier gives NJ TRANSIT ninety (90) calendar days written notice prior to the date of termination.

20. <u>TERMINATION OF THE AGREEMENT FOR CAUSE:</u> NJ TRANSIT may terminate this Agreement in whole or part at any time if the Carrier has materially failed to comply with the terms of the Agreement. In the event of such failure, NJ TRANSIT may, at its sole discretion, (1) terminate the Agreement immediately with written notice to the Carrier citing the provision(s) of the Agreement for which the Carrier is in default or (2) notify the Carrier of the default and allow the Carrier the opportunity to cure its failure. Where NJ TRANSIT exercises its right to allow the Carrier to cure its failure, NJ TRANSIT will promptly give written notification to the Carrier of its intent to terminate and the reasons therefore. The Carrier shall have ten (10) business days, or such additional time

as NJ TRANSIT may grant in its sole discretion, after receipt of notice to cure its failure. If failure is not cured to the satisfaction of NJ TRANSIT, the Carrier shall be held in breach of contract and the Agreement will be terminated (in whole or in part) effective immediately.

After receipt of the notice of termination, the Carrier shall not incur any new obligations without the approval of NJ TRANSIT and shall cancel as many outstanding obligations as possible. NJ TRANSIT will evaluate each obligation deemed non-cancellable by the Carrier in order to determine its eligibility for inclusion in compensable costs. Compensation shall be made for Contract Services pursuant to the terms of **Exhibit M** for work actually performed, completed and approved by NJ TRANSIT prior to the date of termination.

If this Agreement or any part thereof is terminated for cause, NJ TRANSIT may procure services similar to those so terminated. The Carrier shall be liable to NJ TRANSIT for any reasonable excess costs incurred for such similar services.

No damages of any nature shall be claimed against NJ TRANSIT in the event it exercises this right of termination. The rights and remedies available to NJ TRANSIT in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

If, after notice of termination of this Agreement under the provisions of this section, it is determined for any reason that the Carrier was not in default under the provisions of this section, or that the default was excusable under the provisions of this section, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 19 “Termination of the Agreement for Convenience”.

21. RETURN OF EQUIPMENT UPON EXPIRATION OR TERMINATION:

Upon the expiration of this Agreement or upon any termination of this Agreement, the Carrier's leasehold and any and all rights in the Equipment will simultaneously, immediately and automatically terminate. Any major cessation or stoppage of the Contracted Service by the Carrier as determined by NJ TRANSIT, or the termination of the Motor Bus Passenger Service Agreement between the Carrier and NJ TRANSIT shall result in simultaneous, immediate and automatic termination of this Equipment Lease/Sublease and the immediate return of the Equipment to NJ TRANSIT as provided hereunder. Immediately on or after the termination of this Agreement pursuant to any section hereof, at the request of NJ TRANSIT regarding any unit of Equipment, the Carrier will at its own cost and expense, at the request of NJ TRANSIT, deliver possession of such unit to NJ TRANSIT at any location within the State of New Jersey as NJ TRANSIT may designate within five (5) calendar days of receipt of such designation in writing to the appropriate officer of the Carrier from NJ TRANSIT. In the absence of such designation, the Carrier shall permit NJ TRANSIT to store such Equipment in any location of the Carrier for a period not exceeding fourteen (14) calendar days at the risk of NJ TRANSIT; and thereafter, or at any time within such fourteen (14) day period, transport the same to any location within the State, all as directed by NJ TRANSIT. NJ TRANSIT, at its option, may take possession of the Equipment with its own agents, immediately upon termination of the Agreement. Upon Agreement termination, all rights of the Carrier to use the routes and to use and hold the leased Equipment will absolutely cease and terminate as though this Agreement had never been made. NJ TRANSIT, or its agents, may enter upon any premises where any of the Equipment may be situated and take possession of any and

all such Equipment. Thereafter, NJ TRANSIT shall hold, possess, and enjoy the same, free from any right of the Carrier or its successors, to use the Equipment for any purposes whatsoever. After repossession of Equipment, NJ TRANSIT shall, nevertheless, have the right to recover from the Carrier any damages and expenses arising under this Agreement, including reasonable attorneys' fees.

In the event that any of the Equipment is not immediately returned to NJ TRANSIT upon the termination of this Agreement, the Carrier will be liable to NJ TRANSIT for any and all direct and indirect costs incurred by NJ TRANSIT in obtaining, securing and operating other Equipment to replace such Equipment. If for any reason the Equipment is not returned to NJ TRANSIT as required by this Agreement, then the Carrier shall be required to pay a daily usage charge equivalent to the fair market rental value for comparable Equipment. The monies due and owing, pursuant to this Section 21, will be payable to NJ TRANSIT immediately upon presentation of an invoice for such to Carrier and may be deducted from contract payments, withheld retainage or any other funds due to the Carrier by NJ TRANSIT

22. NORMAL WEAR AND TEAR OF RETURNED EQUIPMENT: Upon expiration or other termination of this Agreement, the Carrier shall deliver the Equipment complete, operable, and in a state of good repair; provided, however, NJ TRANSIT shall allow for the normal wear and tear incidental to normal use of such Equipment in the Contracted Service. NJ TRANSIT's reasonable discretion will solely determine what constitutes normal wear and tear.

23. SALE, TRANSFER, OR CONSOLIDATION OF CARRIER: If the Carrier is sold, transferred, merged, or consolidated during the term of this Agreement, such

agreement shall be filed with NJ TRANSIT at least thirty (30) calendar days prior to the operation of NJ TRANSIT Equipment by the new, merged, or consolidated enterprise. NJ TRANSIT shall have the right to immediately terminate, without any advance notice, this Agreement upon such sale, transfer, merger or consolidation of the Carrier. Failure to file the aforesaid agreement by the Carrier will give NJ TRANSIT the right to immediately terminate this Agreement.

24. INSOLVENCY: This Agreement may be immediately terminated without advance notice at the election of NJ TRANSIT if the Carrier shall have filed a voluntary petition in bankruptcy; shall have made an assignment for the benefit of creditors; shall have been voluntarily or involuntarily adjudicated as bankrupt by any court of competent jurisdiction; or if a receiver shall have been appointed for the Carrier's business; or, if the Carrier shall have permitted or suffered any distress, attachment, levy, or execution to be made or levied against any or all of the property of the Carrier. In the event that this Agreement will have been terminated under this Section 24, the Carrier will not thereby be released of any liability or obligation for its failure to make any payment or act in any manner required hereunder by the Carrier or for the Carrier's failure or inability to perform the terms, covenants, and conditions of this Agreement.

25. NO ABATEMENT OR SET-OFF: Sums payable by the Carrier to NJ TRANSIT under any provisions of this Agreement will not be subject to any set-off, counterclaim, or recoupment whatsoever, by reason of damage to, or loss or destruction of the Equipment or any part thereof, or by reason of any interruption from whatever cause in the use, operation, or possession of the Equipment or any part thereof.

26. NJ TRANSIT CODE OF ETHICS FOR VENDORS

a. General

(1) NJ TRANSIT considers the maintenance of public trust and confidence critical to its proper functioning. Vendors of NJ TRANSIT, which for purposes of this Section includes Carriers under this Agreement, must avoid all situations where proprietary or financial interest, or the opportunity for financial gain, could lead to the favored treatment of any organization or individual. Vendors must also avoid circumstances and conduct which may not constitute actual wrongdoing, or conflict of interest, but might nevertheless constitute the appearance of questionable behavior to the general public, thus compromising the integrity of NJ TRANSIT.

(2) This policy is based upon the principles established in the New Jersey Conflicts of Interest Law (N.J.S.A. 52:13 D-12 et seq.) and the regulations promulgated by the New Jersey State Ethics Commission thereunder, as well as the Plain Language Guide to Ethical Business Conduct for Companies Transacting Business with the State of New Jersey, promulgated by the New Jersey Department of the Treasury.

(3) This Code of Ethics for Carriers shall be deemed to be a substantial and integral part of every NJ TRANSIT Invitation for Bid (IFB), Request for Proposal (RFP) and contract.

(4) This policy is intended to augment, not to replace, existing law, regulations, administrative orders and the current Uniform Ethics Code.

b. NJ TRANSIT Code of Ethics for Vendors

(1) Gifts, Gratuities And Favors

(a) A Vendor shall not, either directly or indirectly, pay, offer to pay, or agree to pay any amount of money, fee, commission, compensation, gift,

gratuity or other thing of value of any kind to any NJ TRANSIT Board Member or employee or to any member of their immediate family, or to any partnership, firm or corporation with which any such Board Member or employee is employed or associated, or in which (s)he has an interest within the meaning of N.J.S.A. 52:13D-13g.

(b) A Vendor shall not give or offer any NJ TRANSIT Board Member, employee or their immediate family any amount of money, gift, loan or other thing of value regardless of whether it might be reasonably inferred that such amount of money, gift, loan, service or other thing of value was given or offered for the purpose of influencing the Board Member or employee in the discharge of his or her official duties. In addition, Board Members, employees and their immediate family are not permitted to accept breakfasts, lunches, dinners, alcoholic beverages, tickets to entertainment and/or sporting events, wagers or other items or consideration. A Vendor may not "wine and dine" NJ TRANSIT Board Members, employees or their immediate family.

(c) NJ TRANSIT Board Members and employees may not accept any food or beverages from any Vendor with the exception of coffee, tea, soda, Danish, chips, pretzels, donuts or similar snacks, which may be provided to all attendees at a conference, seminar or business meeting. If food other than the above is provided (e.g., sandwich, pizza or a meal), the Board member or employee must pay the cost for the meal.

(d) Any questions as to what is or is not acceptable or what constitutes proper conduct for an NJ TRANSIT Board Member or employee, and any solicitation of gifts, consideration or items of value by or on behalf of a NJ TRANSIT Board Member or employee, should be referred to:

Chief Ethics Officer
NJ TRANSIT
One Penn Plaza East, 8th Floor
Newark, NJ 07105-2246
(973) 491-8820

(2) Solicitation by NJ TRANSIT Board Member or employee:

A Vendor shall immediately report in writing the solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by a NJ TRANSIT Board Member or employee, to NJ TRANSIT's Chief Ethics Officer, the New Jersey Attorney General and the State Ethics Commission.

(3) Business, commercial or entrepreneurial relationship:

Whether or not pursuant to employment, contract or other agreement, expressed or implied, a Vendor shall not, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, or sell any interest in such Vendor to any NJ TRANSIT Board Member or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to NJ TRANSIT or with any person, firm or entity with which (s)he is employed or associated or in which (s)he has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to NJ TRANSIT’s Chief Ethics Officer.

(4) General Standards:

(a) A Vendor shall not influence, or attempt to influence or cause to be influenced, any NJ TRANSIT Board Member or employee in his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment of any Board Member or employee.

(b) A Vendor shall not request, influence, or attempt to request, influence or cause to be requested or influenced, any NJ TRANSIT Board Member or employee to use, or attempt to use, his/her official position in any manner to secure unwarranted privilege or advantage for the Vendor or any other person.

(5) Protected/Confidential Information:

(a) A Vendor may not profit, directly or indirectly, from the use of any secret or confidential NJ TRANSIT information, knowledge or data that has been illicitly disclosed.

(b) Vendors and their employees may not use any secret or confidential NJ TRANSIT information, knowledge or data for any purposes other than complying with their contractual obligations to NJ TRANSIT.

(6) Intellectual Property:

A Vendor may not use NJ TRANSIT branding, logo or any promotional or marketing materials without prior written approval from the NJ TRANSIT Communications Department.

(7) Employment Offers:

(a) Current State Employees/Future Employment: If a Vendor offers a job to a NJ TRANSIT employee, with whom they have direct and substantial contact, such offer or solicitation must be immediately disclosed to management and the Chief Ethics Officer. Please also note that NJ TRANSIT employees must secure prior approval for secondary employment. Depending on the Vendor's relationship with the employee, the Vendor's employment offer may be disapproved, and the NJ TRANSIT

employee could be screened from taking any official action with respect to the particular Vendor contracts, applications, or matters in the future.

(b) Former State Employees: After leaving NJ TRANSIT, employees are under a lifetime ban against the use or provision of information not generally available to the public acquired during their employment. Additionally, former employees are prohibited from representing or assisting a Vendor concerning a particular contract or other matter if they were substantially and/or directly involved in that particular contract or other matter while employed by NJ TRANSIT.

(8) Failure to Comply:

A Vendor's failure to comply with this policy may result in termination of the contract or debarment pursuant to N.J.A.C. 16:72-5.2. Additionally, violations of certain provisions of the Conflict of Interest Law are subject to a fine not to exceed $1,000, or imprisonment not to exceed six months, or both.

27. MODIFICATION OF AGREEMENT

a. Notwithstanding the provisions of Section14, of this Part C, Service Level Changes, the Contracted Service set forth in this Agreement may be reduced, modified or expanded within the scope of this Agreement by written Amendment executed by NJ TRANSIT and the Carrier.

Except as provided in Paragraph B, below, in the event that NJ TRANSIT requires a reduction, expansion, or modification of the Agreement, the Contracting Officer shall issue to the Carrier a written notification which specifies such reduction, expansion, or modification. An Amendment shall be effective only if executed in writing by both parties.

b. Notwithstanding Paragraph A. above, the Contracting Officer may at any time, by written order, make changes within the general scope of this Agreement to the work to be performed by the Carrier. If any such change causes an increase or decrease in the estimated cost of, or the time required for, the performance of any part of the work under this Agreement, whether or not changed by the order, the Contracting Officer may make such adjustments as are appropriate and equitable and shall modify the Agreement in writing accordingly. Any claim by the Carrier for adjustment under this clause must be asserted within thirty (30) calendar days from the date of receipt by the Carrier of the notification of change; provided however, that the Contracting Officer, if he decides that the facts justify such action, may receive and act upon such claim asserted at any time prior to final payment under this Agreement. Failure to agree to any adjustment shall be a dispute within the meaning of Section 10, Disputes. However, nothing in this clause shall excuse the Carrier from proceeding with the Agreement as changed.

c. No services for which an additional cost or fee will be charged by the Carrier shall be furnished without the prior express written authorization of the Contracting Officer or Senior Director of Private Carrier Affairs allowed by Section14, Service Level Changes.

d. Unless specified in a written contract modification, no change, reduction, modification or expansion of the Contracted Service within or beyond the scope of this Agreement shall serve to modify the terms and conditions of this Agreement.

All additional or supplemental work authorized under this provision will be incorporated into the Agreement by Amendment pursuant to Section 27, of this

Part C, MODIFICATION OF AGREEMENT. The Amendment will describe the additional or supplemental work with any associated cost changes.

28. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. 1352: Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

29. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

30. CLEAN AIR ACT, 42 U.S.C. 7401-7671Q, AND THE FEDERAL WATER POLLUTION CONTROL ACT, 33 U.S.C. 1251-1387, AS AMENDED: Carrier agrees to comply with all applicable standards, orders or regulations issued pursuant to

the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

31. FLY AMERICA REQUIREMENTS: The Carrier agrees to comply with 49 U.S.C. § 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 C.F.R. Part 301-10, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Carrier shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Carrier agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

32. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT: If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small

Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

33. PATENT RIGHTS AND RIGHTS IN DATA:

A.) Rights in Data

1.) The term "subject data" as used herein means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this Agreement. The term includes graphic or pictorial delineations in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards; magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to, computer software, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term does not include financial reports, cost analyses, and similar information incidental to contract administration.

2.) All "subject data" first produced in the performance of this Agreement shall be the sole property of NJ TRANSIT. The Carrier agrees not to assert any rights at common law or equity and not to establish any claim to statutory copyright in such data. Except for its own internal use, the Carrier shall not publish or reproduce such data in whole or in part, or in any manner or form, nor authorize others to do so, without the written consent of NJ TRANSIT until such time as NJ TRANSIT may have released such

data to the public.

3.) The Carrier agrees to grant and does hereby grant to NJ TRANSIT and to its officers, agents, and employees acting within the scope of their official duties, a royalty-free, nonexclusive, and irrevocable license throughout the world:

a.) To publish, translate, reproduce, deliver, perform, use, and dispose of, in any manner, any and all data not first produced or composed in the performance of this Agreement, but which is incorporated in the work furnished under this Agreement; and

b.) To authorize others so to do.

4.) The Carrier shall indemnify and save and hold harmless NJ TRANSIT, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Carrier of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use, or disposition of any data furnished under this Agreement.

5.) Nothing contained in this Article shall imply a license to NJ TRANSIT under any patent or be construed as affecting the scope of any license or other right otherwise granted to NJ TRANSIT under any patent.

6.) Paragraphs 3 and 4, above, are not applicable to material furnished to the Carrier by NJ TRANSIT and incorporated in the work

furnished under the Agreement; provided that such incorporated material is identified by the Carrier at the time of delivery of such work.

7.) In the event that the project, which is the subject of this Agreement, is not completed, for any reason whatsoever, all data generated under this Agreement shall become subject data as defined in this clause and shall be delivered as NJ TRANSIT may direct.

B.) Patent Rights

1.) NJ TRANSIT shall own any patent or copyright to, and the right to patent or copyright, any plan, drawing, design, specification, report, software, study, survey, data, compositions of matter, manufactures, apparatus, appliances, processes of manufacture or types of construction or materials, regardless of medium (hereafter "Material") prepared by or for the Carrier, any Subcontractor, or by their respective Carriers, agents, officers or employees in connection with performance of the Scope of Services under this Agreement as set forth in **Exhibit A**. Carrier deems all Material produced pursuant to this Agreement as work-made-for-hire under the Federal Copyright Law, United States Copyright Act, 17 U.S.C. § 101, and, to the extent not so deemed, the copyright thereto is hereby assigned to the NJ TRANSIT. Upon completion of the services or the earlier termination of this Agreement, the Carrier shall deliver to NJ TRANSIT all such Material, including such documentation, certifications, and executed forms, assignments and agreements as may be necessary to enable the NJ

TRANSIT to fully own, patent or copyright such Material.

2.) If the Material or portions of the Material may be patented or copyrighted by others or are subject to other protection from use or disclosure, then the Carrier must grant or secure for NJ TRANSIT, a royalty-free perpetual license to use the Material for any purpose, without additional compensation. NJ TRANSIT shall have the right to use or permit the use of Materials, and also any oral information received by NJ TRANSIT in connection with performance of the Scope of Services as set forth in **Exhibit A** and any ideas or methods represented by such Materials, for any purposes and at any time without additional compensation.

3.) Subject to the provisions set forth in this section, the Carrier shall defend and indemnify NJ TRANSIT against and save them harmless from all loss and expense incurred in the defense, settlement or satisfaction of any claims in the nature of infringement of any tangible or intangible property right including contract, patent, copyright, trademark or trade secret infringement or unfair competition arising out of or in connection with the use, in accordance with preceding paragraphs 1 and 2 of this Section, of such Materials or portions thereof which are patentable or which may be, or are, copyrighted or trademarked, or otherwise protected by law. If requested by the NJ TRANSIT and if notified promptly in writing of any claim as to which the Carrier shall indemnify NJ TRANSIT, the Carrier shall conduct all negotiations with respect to, and defend, such claim without expense to NJ TRANSIT or such affiliate or subsidiary. If NJ TRANSIT be

enjoined from using the product of the Services or any portion thereof as to which the Carrier is to indemnify NJ TRANSIT against such claims, NJ TRANSIT may, at its option and without thereby limiting any other right it may have hereunder or at law or in equity, require the Carrier to provide at its own expense, equivalent substitutes for such product or affected portion thereof not subject to such injunction and not infringing any patent, copyright, trademark trade secret or other protection from use or disclosure, and if the Carrier shall fail to do so, the Carrier shall, at its expense, refund the cost of the offending product or portion thereof to NJ TRANSIT or take such steps as may be necessary to ensure compliance by NJ TRANSIT with such injunction, to the satisfaction of NJ TRANSIT.

4.) If any invention, improvement, or discovery of the Carrier is conceived or first actually reduced to practice in the course of or under this Agreement, which invention, improvement or discovery may be patentable under the laws of the United States of America or any foreign country, the Carrier shall immediately notify NJ TRANSIT and provide a detailed report to FTA.

5.) The rights and responsibilities of NJ TRANSIT, the Carrier and the FTA with respect to such invention, improvement, or discovery will be determined in accordance with applicable Federal laws, regulations, policies and any waiver thereof.

34. <u>CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 40 U.S.C. 3701-3708:</u> Where applicable, all contracts awarded by the non-Federal entity in excess

of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor/Carrier must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

35. SEISMIC SAFETY: The Carrier agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 C.F.R. Part 41 and will certify to compliance to the extent required by the regulation. The Carrier also agrees to ensure that all work performed under this Contract including work performed by a Subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

36. DAVIS-BACON ACT, 41 U.S.C. 3141-3148, AS AMENDED:

As applicable and when required by Federal program legislation, all prime

construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The provisions of 29 C.F.R. 3.1 to 3.11 are incorporated into this contract as if set forth at length herein.

37. <u>PROCUREMENT OF RECOVERED MATERIALS:</u> As applicable, pursuant to 2 C.F.R. 200.323, the Carrier agrees to provide a preference for those products and services that conserve natural resources, protect the environment and are energy efficient by complying with and facilitating compliance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency's "Comprehensive Procurement

Guideline for Products Containing Recovered Materials," 40 C.F.R. Part 247.

38. USE OF RECOVERED MATERIALS (RCRA Requirements): The Carrier agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

39. NON-RESTRICTIVE CLAUSE: Wherever brand names may appear in this Contract, they are included for the purpose of establishing identification and a general description of the item. Wherever such names may appear, the term "or approved equal" is considered to follow. The decision on the approved equal will be rendered by NJ TRANSIT at its sole discretion.

40. EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS: Except where otherwise required by Federal statute or regulations, the Contractor agrees that it will comply with the requirements of 49 U.S.C. § 5323(h)(3) by refraining from using exclusionary or discriminatory specifications in the performance of the work.

41. DOMESTIC PREFERENCES FOR PROCUREMENT In accordance with 2 C.F.R. 200.322, the Carrier is advised of NJ TRANSIT's preference, to the greatest extent practicable, for the purchase, acquisition, or use of goods, products, or materials, produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

(1) For purposes of this section:

i. ‘‘Produced in the United States’’ means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

ii. “Manufactured products’’ means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

42. <u>SEALS:</u> Carrier shall not use the State or federal seals, logos, crests or reproductions of flags without written approval of the State or federal government, as applicable.

43. <u>FEDERAL PROVISIONS RELATED TO CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:</u>

The Contractor shall abide by 2 C.F.R. 200.216, which prohibits recipients and subrecipients of federal funds from entering into contracts (or extending or renewing a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment means telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Additional prohibitions include:

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video

surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

The Contractor agrees to extend this provision to its subcontractors.

44. TRANSITION: In the event that a new Contract has not been awarded prior to the expiration date of this Contract, including any extensions exercised, and the Contracting Officer elects to exercise this Contract transition, the Contractor shall continue the Contract under the same terms, conditions, and pricing until a new Contract can be completely operational. At no time shall this transition period extend more than 365 Calendar Days beyond the expiration date of this Contract, including any extensions exercised.

45. EXTENSION: If in the opinion of the Contracting Officer, it is in the best interest of NJ TRANSIT to extend the Contract, the Contractor shall be so notified of the Contracting Officer's intent at least thirty (30) Calendar Days prior to the expiration date of the existing Contract. The Contractor shall have fifteen (15) Calendar Days to respond to the Contractor Officer's request to extend the term and period of performance of the Contract. If the Contractor agrees to the extension, all terms and conditions including

pricing of the original Contract shall apply unless more favorable terms for NJ TRANSIT have been negotiated.

46. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES:

The Carrier agrees that absent the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to any sub-recipient, any third-party contractor, or any other person not a party to the Contract in connection with the performance of the project. Notwithstanding any concurrence provided by the Federal Government in the approval of any solicitation, sub-agreement, or third party contract, the Federal Government continues to have no obligations or liabilities to any party, including the sub-recipient and third party contractor.

47. ATTACHMENTS/EXHIBITS: All of the Exhibits, Appendices,and Attachments, and are annexed hereto and made a part of this agreement:

Exhibit A to this Agreement: Route Description

Exhibit B to this Agreement: Schedules

Exhibit C to this Agreement: Supplemental Statistics

Exhibit D to this Agreement: Customer Service Guidelines

Exhibit E to this Agreement: NJ TRANSIT Owned Revenue Vehicles

Exhibit F to the Agreement: Tariff Tables / Fares

Exhibit G to the Agreement: Garage Description

Exhibit H to the Agreement: Supplemental Reporting Requirements

Exhibit I to the Agreement: Operator Requirements

Exhibit J to the Agreement: Maintenance Standards& Requirements

Exhibit K to the Agreement: Revenue Collection & Processing

Exhibit L to the Agreement: Mandatory Equal Employment Opportunity Language

Exhibit M to the Agreement: Method of Calculating Payment to Carrier and Contract Amounts

Exhibit N to the Agreement: Important Notice to all Contractors and Consultants (Carriers)

Attachment A to this Agreement: RFP Scope of Services

Attachment B to this Agreement: Cost Information

Attachment C to this Agreement: Technical Proposal

Attachment D to this Agreement: DBE Requirements and Forms

Attachment E to this Agreement: Carrier's Certifications (RFP Appendices)/ Compliance Documents

Attachment F to this Agreement: Addenda

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on May 26, 2022.

Witness:

NEW JERSEY TRANSIT CORPORATION

By: Ronald Hovey,
Chief Procurement Officer (Acting)

Witness:

CARRIER

By: Newel Scoon,
VP Operations - East

Date: 3/31/22

This Agreement for Operating Motor Bus Passenger Service and Equipment Lease has been reviewed and is hereby approved only as to form.

Matthew J. Platkin,
Attorney General of New Jersey (Acting)

By: Deputy Attorney General

Date: May 10, 2022

NJ TRANSIT CONTRACT NO. 21-030
MIDDLESEX COUNTY LOCAL BUS SERVICE

PURCHASE ORDER

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT ACCOUNTS PAYABLE CUSTOMER RELATIONS AT [redacted] AND SOMEONE WILL BE ABLE TO ASSIST YOU.

PURCHASE ORDER INSTRUCTIONS

ALL PACKAGES MUST BE ACCOMPANIED BY A PACKING SLIP.
REFERENCE PURCHASE ORDER NUMBER, PURCHASE ORDER LINE NUMBER, AND NJT CATLOG NUMBER ON ALL INVOICES, PACKING SLIPS AND BILLS OF LADING.
INVOICES WITHOUT PURCHASE ORDER NUMBERS WILL BE RETURNED. VENDOR MUST SUPPLY ORIGINAL NON-CONSTRUCTION INVOICE AND ANY FREIGHT BILLS IN EXCESS OF $100 TO:

E-MAIL: [redacted]

IMPORTANT - ONE INVOICE AND ALL OF ITS SUPPORTING DOCUMENTS MUST BE INCLUDED IN A PDF FORMAT.
PURCHASE ORDER NUMBER -INVOICE NUMBER. MULTIPLE FILES MAY BE INCLUDED IN ONE E-MAIL.
CONSTRUCTION INVOICES SHOULD CONTINUE TO BE SENT TO THE CONSTRUCTION MANAGER.
VENDOR MUST ALSO SUPPLY A COPY OF INVOICE(S) TO CONSIGNEE.
VENDOR: IF PRICE ON PO DOES NOT MATCH, DO NOT SHIP MATERIAL, CONTACT BUYER.

PURCHASE ORDER NO	REV NO
220031415	0
VENDOR NO	ISSUE DATE
[redacted]	05/15/22
DATE CHANGED	PAGE NO
	1

SUPPLIER:
Suburban Transit Corporation
750 SOMERSET STREET
NEW BRUNSWICK, NJ, 08901-3298

SHIP TO:
NEWARK HEADQUARTERS
NJ TRANSIT HEADQUARTERS
ONE PENN PLAZA EAST
NEWARK, NJ 07105-2246

BILL TO:
NEWARK HEADQUARTERS
NJ TRANSIT HEADQUARTERS
ONE PENN PLAZA EAST
NEWARK, NJ 07105-2246

BUYER: [redacted] [redacted]

TERMS	FREIGHT TERMS	FOB	QUOTATION NO
NET 10	100	DESTINATION	

NJ TRANSIT IS EXEMPT FROM NJ SALES & USE TAXES PURSUANT TO SECT 9(A)(1), OF NJSA 54:32B-1 ET SEQ.
FEDERAL T.I.N.: 22-228-1352
TAX EXEMPT #'S 21-60000928 (NJ)
22-75-0050K (FEDERAL)

NJ TRANSIT ETHICS CODE: NJ TRANSIT IS AN INSTRUMENTALITY OF THE STATE OF NEW JERSEY AND ITS EMPLOYEES AND OFFICERS AND MEMBERS OF THE NJ TRANSIT BOARD OF DIRECTORS ARE PUBLIC SERVANTS AND ARE GOVERNED BY CIVIL AND CRIMINAL LAWS THAT CONTROL HOW NJ TRANSIT AND ITS PERSONNEL CONDUCT BUSINESS WITH VENDORS, CONTRACTORS AND CONSULTANTS. THESE PROVISIONS INCLUDE THE CONFLICTS OF INTEREST LAW, NJSA 52:13D-12; THE GIFTS TO PUBLIC SERVANTS LAW, NJSA 2C:27-6; AND THE COMPENSATION FOR PAST OFFICIAL BEHAVIOR LAW, NJSA 2C:27-4. THESE PROVISONS CONTAIN UNEQUIVOCAL AND STRINGENT RESTRICTIONS RELATING TO GIFTS AND GRATUITIES BY ANY NJ TRANSIT EMPLOYEE OR ANY PERSON, COMPANY OR ENTITY DOING BUSINESS WITH OR WANTING TO DO BUSINESS WITH NJ TRANSIT. THE TERM "GIFT" INCLUDES ALL THINGS AND OBJECTS, TANGIBLE OR INTANGIBLE INCLUDING SERVICES, GRATUITIES, MEALS, ENTERTAINMENT, EVENT TICKETS, MEMBERSHIP CLUB ACCESS, TRAVEL COSTS AND LODGING. ALSO, NJ TRANSIT'S CODE OF ETHICS AND CODE OF CONTRACTORS AND CONSULTANTS FROM OFFERING ANY GIFTS TO ANY NJ TRANSIT EMPLOYEE. DO NOT, UNDER ANY CIRCUMSTANCES, TEMPT OR PUT AN NJ TRANSIT EMPLOYEE IN THE AWKWARD POSITION OF HAVING TO REFUSE A GIFT OR RETURN A GIFT NO MATTER HOW WELL INTENTIONED OR INNOCUOUS THE GIFT MAY BE.

LINE NUMBER	ITEM NUMBER/ MPN/MFR /DESCRIPTION	DELIVERY DATE	QUANTITY	UOM	UNIT PRICE	AMOUNT
	CONTRACT #:21-030 SOURCE DOCUMENT: Private Carrier Contract No. 21-030 for Middlesex County Local Bus Service.					
1	MR #500000600473 GL #1.8371.50811.0000000.0.000.00000.00000 Operation of the Middlesex County Local Bus Service as per Board Item 2202-12. Retainage- 2%	05/20/22	31346263.54	$	1	31,346,263.54
					** TOTAL:	$ 31,346,263.54

[X] WHEN THIS BOX IS CHECKED, THE TERMS AND CONDITIONS OF THE ATTACHED CONTRACT REPLACES THOSE SHOWN ON THE REVERSE SIDE OF THIS PURCHASE ORDER.

Authorized NJ Transit Signature / Date

24-MAY-2022

Philip D. Murphy, Governor
Sheila Y. Oliver, Lieutenant Governor
Diane Gutierrez-Scaccetti, Commissioner
Kevin S. Corbett, President & CEO

NJTRANSIT
One Penn Plaza East
Newark, NJ 07105-2246
973-491-7000

July 13, 2021

Re: NJ TRANSIT Request for Proposals
Request for Proposals (RFP) No. 21-030: Middlesex County Area Local Bus Service

To Whom It May Concern:

New Jersey Transit Corporation (NJ TRANSIT) is soliciting Proposals from qualified Carriers to provide regular route local bus services in the Middlesex County, New Jersey area. The Carrier will demonstrate knowledge of NJ TRANSIT's business and will have experience in performing the aforementioned services.

NJ TRANSIT is requesting Proposals from Carriers with the intention of executing one (1) agreement ("Agreement") with one (1) Carrier whose Proposal is the most advantageous to NJ TRANSIT, price and other factors considered, and is based upon the proposed approach to the specific routes and tasks outlined in the enclosed material, which includes, qualifications of individuals, experience of the Carrier, references, understanding of the project, and proposed costs. A Technical Evaluation Committee (TEC) will review and evaluate the Technical Proposals. The Technical and Cost Proposals will both be the primary factors in determining the award and shall be in accordance with Section II.(D.)(2) (Scoring Requirements) of this Request For Proposals (RFP). Award of a contract for these services shall be subject to approval by NJ TRANSIT's Board of Directors.

NJ TRANSIT will not hold an in-person meeting for the Pre-Proposal Conference. The Pre-Proposal Conference will be held utilizing a telephone and video conference via Microsoft Teams which is scheduled for 10:00 a.m., local time, on **July 20, 2021**, for the purpose of answering questions, providing directives, and providing clarification. All interested firms are urged to participate. For access information, please contact Janet Ellenbacher, by e-mailing [redacted] by July 19, 2021.

A Secure File Transfer Site (SFTS) via Microsoft OneDrive is being utilized to provide a secure method for facilitating file transfers from outside parties. Prospective proposers are required to register as an interested party by completing the "Intent to Propose Form" and submitting the Acknowledgement on or before August 19, 2021 at 3:00 p.m. and may be emailed to the attention of the undersigned at [redacted]. This form is required in order to submit a Proposal but does not bind a prospective proposer in any way. Failure to timely submit the notice of intent may result in NJ TRANSIT rejecting any proposal later submitted. Technical and Cost Proposals must be received on or before **August 26, 2021 at 12:00 p.m.**

All questions concerning this RFP must be submitted in writing and may be e-mailed to the attention of Janet Ellenbacher, Principal Contract Specialist, at [redacted] no later than **4:00 P.M., July 30, 2021**. Please note, this RFP may be amended only in writing via addendum issued by NJ TRANSIT.

Oral Presentations are tentatively scheduled to be held on or about September 14 and 15, 2021**,** for all Proposers.

NJ TRANSIT may not award a contract unless the Carrier has a valid business registration certificate issued by the Division of Revenue and Enterprise Services within the Department of the Treasury as required by N.J.S.A. 52:32-44. In addition, subconsultants shall not engage in the performance of any work under this Agreement without a valid business registration certificate.

Carriers should note that in the event of a contract award, the successful Carrier will be required to maintain evidence of insurance as indicated in the Agreement for the duration of the services.

The successful Proposer 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 et seq. regarding Equal Employment Opportunity Laws and Regulations. Disadvantaged Business Enterprises, in accordance with the Department of Transportation (DOT) Regulations 49 C.F.R. Part 26, shall have the maximum opportunity to participate in the performance of this Contract. A **3% Race Conscious DBE goal** has been assigned to this project.

This project is also subject to the Diane B. Allen Equal Pay Act (N.J.S.A. 34:11-56.13 et seq.) concerning the reporting of compensation and hours worked by employees categorized by gender, race, ethnicity, and job title.

All Proposals, contracts, laws, and related documentation will be subject to the financial assistance contract between the project sponsor and the U.S. Department of Transportation, under the Federal Transit Act of 1964, as amended, based upon availability of funds.

NJ TRANSIT reserves the right to cancel the award of any Contract before execution if NJ TRANSIT deems such cancellation to be in its best interest. In no event will NJ TRANSIT have any liability for the cancellation of such award. The Proposer assumes sole risk and responsibility for expenses prior to execution of a Contract.

This letter should not be interpreted as an award of a Contract nor as a commitment to reimburse for any cost incurred in the preparation of a Proposal. We look forward to receiving and reviewing your Proposal.

NJ TRANSIT reserves the right to delete or modify the Agreement and/or scope of services at any time during the course of the award process or during the term of the Agreement.

This letter should not be interpreted as an award of a Contract nor as a commitment to reimburse for any cost incurred in the preparation of a Proposal.

We look forward to receiving and reviewing your Proposal.

Sincerely,

Janet Ellenbacher

Janet Ellenbacher
Principal Contract Specialist
Procurement Department
Contracts Unit

Enclosure

NEW JERSEY TRANSIT CORPORATION

REQUEST FOR PROPOSALS

MIDDLESEX COUNTY LOCAL BUS SERVICE

RFP NO. 21-030

REQUEST FOR PROPOSAL
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MIDDLESEX COUNTY LOCAL BUS SERVICE
RFP NO. 21-030

I. GENERAL INFORMATION

A. Introduction:

New Jersey Transit Corporation (NJ TRANSIT) is soliciting, through this Request for Proposal (RFP), Proposals from qualified bus carriers to provide the regular route services specified below.

Contract Title and Current Carrier	ROUTE No.	ROUTE NAME
Middlesex County Area Local Bus Service Currently Operated by: Community Transportation, Inc., a Coach USA company	801	Metro Park Loop
	802	Metro Park Loop
	803	Metro Park Loop
	804	Metro Park Loop
	805	Metro Park Loop
	810	New Brunswick / Woodbridge Center
	811	New Brunswick / South River
	813	Perth Amboy / Middlesex County College
	814	North Brunswick / New Brunswick / Middlesex County College
	815	New Brunswick/ East Brunswick / Woodbridge Center
	817	Perth Amboy / Campbell's Junction
	818	New Brunswick / East Brunswick / Old Bridge
	819	Piscataway / Plainfield / Metuchen / South Plainfield
	822	North Plainfield / Plainfield

NJ TRANSIT reserves the right to reject any and all Proposal(s) in accordance with applicable law. Contract award is subject to the availability of funds and the Proposer's agreement to NJ TRANSIT's standard terms and conditions. NJ TRANSIT will not reimburse Proposers for expenses incurred in responding to this RFP.

NJ TRANSIT reserves the right to delete or modify any task from the Scope of Services at any time during the course of the Contract. NJ TRANSIT also reserves the right to approve all Subconsultants.

Prior to the execution of a Contract with NJ TRANSIT and before commencing any performance of the work hereunder, the Consultant shall provide NJ TRANSIT with the required proof(s) of insurance as set forth in Part C. Section 2 of **Appendix A**.

All Proposers are notified that it is NJ TRANSIT's policy that Consultants who do, or may do, business with NJ TRANSIT must avoid all situations where proprietary or financial interest, or the opportunity for financial gain, could lead a NJ TRANSIT officer or employee to secure favored treatment for any organization or individual. Proposers must avoid all circumstances and conduct which may not constitute actual wrongdoing, or conflict of interest, but might nevertheless appear questionable to the general public, thus compromising the integrity of NJ TRANSIT. All Proposers must comply with the NJ TRANSIT Code of Ethics for Consultants as set forth in Section 26 of **Appendix A**.

In addition, Proposers are advised that communications with NJ TRANSIT that in any way relate to this Project shall be conducted with or through the authorized representative of the Contracting Officer in NJ TRANSIT's Division of Procurement. All other contacts are strictly prohibited and considered improper. Proposers are advised that violation of this prohibition may result in the removal of the Proposer from consideration for this contract and possible suspension/debarment.

B. Anticipated Selection Schedule

• Advertise / Solicit Proposals	July 13, 2021
• Pre-Proposal Meeting*	July 20, 2021, 10:00 A.M.
• Inspection of BusesQuestions Deadline	Sunday, July 25, 2021 (By Appointment Only)
• Deadline for Questions	Friday, July 30, 2021, 4:00 P.M.
• Proposal Deadline	**August 26, 2021 No Proposals will be accepted after 12:00 P.M.!**
• Site Visits	On or about September 8 - 9, 2021 (Exact date and time to be determined)
• Oral Presentations	On or about September 14 - 15, 2021 (Exact date and time to be determined)
• Award of Contract (Pending Board Approval)	February 2022

- Start Date May 29, 2022

*The **Pre-Proposal Conference** will be held utilizing a telephone and video conference via Microsoft Teams. **For access,** contact: jellenbacher@njtransit.com by July 19, 2021.

C. Length of Contract and Termination of Service:

Base Contract Period:

May 29, 2022 – June 30, 2022	1 Month
July 1, 2022 – June 30, 2023	12 Months
July 1, 2023 – June 30, 2024	12 Months
July 1, 2024 – May 24, 2025	11 Months
	36 Months

First Option Period:

May 25, 2025 – June 30, 2025	1 Month
July 1, 2025 – June 30, 2026	12 Months
July 1, 2026 – May 29, 2027	11 Months
	24 Months

Second Option Period:

May 30, 2027 – June 30, 2027	1 Month
July 1, 2027 – June 30, 2028	12 Months
July 1, 2028 – May 26, 2029	11 Months
	24 Months

NJ TRANSIT will contract with the successful Proposer to provide regular route local bus service for an initial period of **thirty-six (36) months from May 29, 2022 through May 24, 2025, with two (2) option periods of twenty-four (24) months each. The first option period will begin on May 25, 2025 and terminate on May 29, 2027. The second option period will begin on May 30, 2027 and terminate on May 26, 2029. All Proposers must include responses to the option periods when preparing and submitting their Proposals.** NJ TRANSIT reserves the right to terminate the Carrier's contract at any time without penalty upon giving the Carrier thirty (30) Calendar Days' notice in writing. The Carrier has the right to cancel the contract at any time upon giving NJ TRANSIT ninety (90) Calendar Days' notice in writing.

The anticipated duration of the Contract is subject to continuing satisfactory performance and availability of funds.

D. General Definitions:

Addendum (plural Addenda): Written interpretations, clarifications, and revisions to the Request for Proposal (RFP), including its Attachments and Exhibits, issued by NJ TRANSIT before the Proposal due date.

Business Day: Any weekday excluding Saturdays, Sundays, State legal Holidays and State mandated closings, unless otherwise indicated.

Business Registration: A Business Registration certificate issued by the Department of the Treasury or such other form or verification that a Consultant or Subconsultant is registered with the Department of Treasury.

Calendar Day: Each and every day shown on the calendar.

Carrier: The company proposed to operate the service as submitted by the Proposer's Technical Proposal.

Contract: The written agreement executed by the Contracting Officer of NJ TRANSIT and the Consultant constituting the total agreement between the parties covering the performance of the work. The Contract, including incorporated attachments, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, or agreements either written or oral.

Contract Hours: The total scheduled service hours (Revenue Hours, Recovery Hours, and applicable Deadhead hours) exclusive of Deadhead hours required to transport the vehicle from the Carrier's garage location to the point of the first pick-up and to transport the vehicle from its final drop-off point, back to the Carrier's garage, for each bus used in operation.

Contract Miles: The total scheduled service miles (revenue miles, recovery miles and applicable Deadhead miles) exclusive of Deadhead miles required to transport the vehicle from the Carrier's garage location to the point of the first pick-up and to transport the vehicle from its final drop-off point back to the Carriers' garage, for each bus used in operation.

Contracted Service: Scheduled motor bus passenger service as defined by the routes detailed in Exhibit A and the schedules provided in Exhibit B of the Agreement for Operating Motor Bus Passenger Service attached at Appendix A1.

Contracting Officer: NJ TRANSIT's Chief of Procurement & Support Services acting, directly or through the Chief of Procurement & Support Services authorized representative(s), within the scope of duties assigned to him or her.

Cost Proposal: Proposer's list of all project costs to operate the service as described in this RFP and presented in the format stipulated in Appendix C.

Days: Shall mean calendar days unless otherwise indicated.

Deadhead: The movement of a transit vehicle not in revenue service.

Holiday(s): Specific day(s) on which NJ TRANSIT is not open for business.

FTA: The Federal Transit Administration.

May: Denotes that which is permissible or recommended, not mandatory.

Must: Denotes that which is a mandatory requirement.

NJDOT: The New Jersey Department of Transportation.

Notice of Award: Written notification to Proposer selected for award of the Contract.

Other Costs: All proposed costs not included in the calculation of the Unit Cost Per Mile and/or Hour. Other Costs will be apportioned during the contract period based on days of operation.

Pay Hours: The total amount of time to complete a piece of work (run) from driver report time to driver end time.

Proposal: The Proposal or offer submitted by the Proposer in response to the RFP.

Proposer: An individual, firm, partnership, corporation, joint venture, or combination thereof submitting a Proposal for the services contemplated as a single business entity and acting directly or through a duly authorized representative.

Recovery Hours: A planned time allowance between the arrival time of a just completed trip and the departure time of the next trip. It is considered as reserve running time and typically the operator will remain on duty during the recovery period.

Revenue Hours: The measure of scheduled hours of service available to passengers for transport on the routes. It excludes Deadhead hours but includes Recovery Hours. It is calculated for each route.

Shall: Denotes that which is a mandatory requirement.

Should: Denotes that which is permissible or recommended, not mandatory.

Subconsultant/Subcontractor: Any entity, having a relationship with the Carrier, whereby the Carrier uses the products and/or services of that entity to fulfill some of its obligations under the Contract.

Technical Proposal: The document submitted by the proposing company that lists the technical requirements of the RFP and it explains the proposing company's approach and plan formulated to address them.

Unit Cost Per Hour: The sum of all relevant hourly costs divided by Contract Hours.

Unit Cost Per Mile: The sum of all relevant mileage costs divided by Contract Miles.

E. Modification or Withdrawal

Proposal modifications submitted will be considered if received by NJ TRANSIT before the time set for receipt of Proposals. The modification shall be duly executed by the Proposer or its authorized representative and shall be clearly labeled as a modification. Modifications received after the time specified for receipt of Proposals will not be considered.

Modifications of Proposals shall be submitted, prior to the Proposal receipt date, electronically via email to the attention of the Contract Specialist identified in paragraph E above, clearly marked with the RFP number and project title, date of opening and name of Proposer. Proposers acknowledge that its failure to comply with these requirements may result in the modification being opened prematurely, or not opened at all.

Proposals may be withdrawn at any time prior to the time specified for the opening of Proposals by filing a written withdrawal with NJ TRANSIT, duly executed by the Proposer or its authorized representative. The withdrawal of a Proposal does not prejudice the right of the Proposer to file a new Proposal. Withdrawals received after the time specified for the opening of Proposals will not be considered nor may any Proposal be withdrawn after that time.

Unless a Proposal is withdrawn as specified above, NJ TRANSIT will consider all Proposals firm offers until such time as NJ TRANSIT executes a Contract with the successful Proposer, which should not be more than six (6) months from the date of Proposal receipt, but may be longer.

F. Disqualification of Proposers/Proposals

Submission of more than one (1) Proposal from an individual, firm, partnership, corporation, or combination thereof under the same or different names shall be cause for disqualification of the Proposals submitted by such entities. Reasonable grounds for believing that any individual, firm, partnership, corporation or combination thereof is interested as a principal in more than one (1) Proposal for the procurement contemplated may cause the rejection of all Proposals submitted by such individual, firm, partnership, corporation or combination thereof.

II. REQUIREMENTS

A. Proposal Format & Requirements:

Proposals shall consist of a Technical Proposal, required forms in Section V(E)6, and a Cost Proposal separately sealed and concurrently delivered. The Technical Proposal shall be submitted electronically. The Cost Proposal Package shall be prepared in accordance with the instructions on **Appendix C** and shall be submitted electronically. In addition, Proposers are strongly encouraged to include the fully completed Disadvantaged Business Enterprise ("DBE") documentation prepared in accordance with (**Appendix H**) with its Cost Proposal. DBE documentation shall be submitted within five (5) Calendar Days after the Cost Proposal due date. **In addition, each Proposer will be required to make an oral presentation in accordance with the criteria set forth in Section II, C of this RFP.**

1. Technical Proposal:

Failure by the Proposer to respond completely to the Technical Proposal portion may result in rejection of the Proposer's Proposal. The Proposer shall address the following elements and categories in its Technical Proposal:

a. Experience:

(1) The Proposer shall, in the Technical Proposal, provide a description of its experience and/or that of its affiliates ability to provide local bus services. If the Proposer and/or its affiliates have previously operated a service similar to that described herein, the Proposer shall supply a description of such service.

(2) The Proposer must submit a list of **ALL** current and past bus service contracts within the past ten (10) years, with NJ TRANSIT and any other organization, state, local or private. The name, address, and telephone number of a contact person shall be supplied for each contract listed.

NJ TRANSIT, at its sole discretion, may contact a representative sample of the organizations provided for reference. The results of this reference check will be considered when scoring each Proposer's Technical Proposal.

b. Personnel:

(1) The Proposer shall provide, separately from Appendix B, the names and resumes of all owners and all management and supervisory personnel to be utilized in the provision of the service described herein.

The Proposer shall indicate the number of hours that each of the management and supervisory personnel will exclusively devote each week to each of these services. NJ TRANSIT may terminate the contract due to the unavailability of the Proposer's proposed personnel.

(2) The Proposer shall also provide the name, title, business address, telephone, fax number and e-mail address of the responsible individual(s), who may be contacted during the Technical Proposal evaluation period for further clarification of the Proposer's submission.

c. Garage Facilities:

The Proposer must provide complete information requested on Pages 8 -10 of "**Appendix B,**" pertaining to Garage Facilities. The Proposer may add any additional information to provide a better understanding of the facilities to be provided.

d. Maintenance Program:

As requested in Appendix B, describe fully the preventive maintenance program and procedures that will be utilized in the operation of these services. Include the scope of work to be performed, service intervals, inspection procedures, handling of daily defects, road failures and maintenance record keeping. **Full size copies of all inspection and maintenance forms must be provided.**

e. Financial Capability:

The Proposer must attach its most recent audited financial statement for the operating company. (If the Proposer is a newly formed venture, that Proposer shall attach an audited financial statement pertaining to the parent company(ies)). Proposers must provide documentation in accordance with generally accepted accounting principles (GAAP) to include a satisfactory opinion statement. Failure by the Proposer to provide information to enable NJ TRANSIT to determine the company's financial capability may result in rejection of the Proposer's Proposal.

f. Nondiscrimination:

(1) As stated in Appendix B, the Proposer shall provide copies of **all written complaints and lawsuits** alleging discrimination based on race, color, national origin, or disability status over the past three (3) years. For each complaint or lawsuit, please provide the current status, including whether the matter is ongoing, whether the parties entered into a consent decree or whether the matter was otherwise resolved.

If there are no pending complaints or lawsuits, the Proposer must submit a letter stating that fact.

(2) The Proposer shall also provide a summary of all civil rights compliance activities, including responses to any federal, state, or local inquiries, conducted in the last three (3) years. The summary should include:

- Purpose or reason for the review
- Summary of findings and recommendations
- Status and disposition of findings and recommendations

The FTA has the right to review the Proposers' operations to ensure compliance with Title VI, Civil Rights Act of 1964, as amended.

All Proposers submitting Proposals must sign the following certification:

- "Department of Transportation Title VI Assurance" - **(Appendix E)**

g. Legal Proceedings

Proposals shall include a complete list of all civil or criminal actions, proceedings, judgments, liens, or convictions now pending, threatened or resolved against the Proposer, predecessor company, affiliated companies or ownership personnel over the past five (5) years. The Proposal shall fully disclose the nature of the filings, pending or completed resolution and any and all other relevant facts.

h. Driver Day Cards

The Proposer shall submit proposed driver day cards which include, at minimum, the collection and proper recording of the following information: arrival and departure time at the beginning and ending time points.

2. Cost Proposal:

Cost Proposals must be sealed and prepared in accordance with the instructions in the Cost Proposal Package (Appendix C). The Proposer shall furnish a Cost Proposal, on the forms provided in the Cost Proposal package, for the periods: Initial Contract Period – May 29, 2022 to June 30, 2022, July 1, 2022 to June 30, 2023, July 1, 2023 to June 30,

2024, July 1, 2024 to May 24, 2025; First Option Period – May 25, 2025 to June 30, 2025, July 1, 2025 to June 30, 2026, July 1, 2026 to May 29, 2027; Second Option Period – May 30, 2027 to June 30, 2027, July 1, 2027 to June 30, 2028, July 1, 2028 to May 26, 2029; and other data as described in the Cost Proposal package.

The Cost Proposal will be evaluated based on the proposed cost of the Proposer performing the service outlined in this RFP and shall include all operational and maintenance costs within the cost structure outlined in the Cost Proposal. NJ TRANSIT reserves the right to reject any Proposal which proposes a cost structure that does not allow for the realistic accomplishment of the service outlined in this RFP.

Proposers are cautioned to carefully complete the Cost Proposal and to follow the procedures and provide the required information requested on the Cost Proposal Form. Material deviations regarding the submission of and information required for the Cost Proposal shall result in rejection.

B. Proposal Submission:

A Secure File Transfer Site (SFTS) tool via Microsoft OneDrive is being utilized to provide a secure method for facilitating file transfers from outside parties. **The Technical Proposals, Cost Proposals and Certifications shall be uploaded separately to the provided Microsoft OneDrive link no later than 12:00 p.m., August 26, 2021.** Proposers are requested to begin each file name with abbreviated RFP Number, name of firm and include content description or Attachment Number, if applicable. (For example, RFP No. 21-030 – Firm ABC – Technical Proposal). While detailed file names are requested, please also avoid lengthy file names and abbreviate when possible.

NJ TRANSIT asks that all prospective Proposers to advise NJ TRANSIT of their intent to either submit or not submit a Proposal by e-mailing the **"Intent to Propose Form", included as Appendix S, on or before August 19, 2021, at 3:00 p.m. by emailing Janet Ellenbacher at jellenbacher@njtransit.com.** This form is required in order to submit a Proposal but does not bind a prospective Proposer in any way. Failure to timely submit the Intent to Propose Form may result in NJ TRANSIT rejecting any proposal later submitted.

Once the "Intent to Propose Form" has been received from the Proposer, the Proposer will receive an email with a link to Microsoft OneDrive. Upon clicking the link, the Proposer will be asked to confirm and enter the email address the link was sent to or perform a code verification request, which will be sent to the proposer's email address. **Proposers are required to provide and use the email address(es) of the person(s) who will need access to the site.** Once instructions have been received, it is recommended that Proposers review the

instructions and upload a test file to ensure there are no issues or questions with uploading.

Proposals must be valid for a period of one hundred and eighty (180) Calendar Days from the date of the submission deadline. Proposals must be signed by a duly authorized officer of the Proposer.

In the event that it becomes necessary to revise any portion of this RFP, or if additional information is necessary to enable the responding Proposers to have a clearer understanding of the provisions of this RFP, an Addendum to the RFP will be provided to each prospective Proposer.

By submission of its Proposal, the Proposer represents and warrants that it has sufficiently informed itself in all matters affecting the provision of local bus services called for in the solicitation; that it has checked its Proposal for all errors and omissions; that the prices stated in its Proposal are correct and as intended by it; and, are a complete and correct statement of its prices for performing the services required by the RFP and contract documents.

NJ TRANSIT shall not be liable for any cost or expenses incurred by the Proposers for the preparation of the Proposal in response to this RFP.

C. Oral Presentation:

Each Proposer shall be required to make an oral presentation to NJ TRANSIT's Technical Evaluation Committee (TEC), a committee comprised of NJ TRANSIT personnel. The scope of the oral presentation shall consist of the topics outlined below in this section and include a question and answer period. Information put forth during the oral presentation will be used by NJ TRANSIT's TEC in the scoring of the Proposer's Technical Proposal. The oral presentation is a mandatory part of the Technical Proposal format. Failure by the Proposer to make the required oral presentation shall result in the disqualification of the Proposer's Proposal.

The Proposer's designated Operations Director or Project Manager **MUST BE PRESENT** at the oral presentation and be prepared to answer any questions posed by the TEC. Failure on the Proposer's part to have the Project Manager or Operations Director participate in this presentation may result in the Proposer's **immediate disqualification.**

The oral presentation will be structured as follows:

- Review of the Proposer's qualifications, including corporate and management experience, prior operating experience, proposed management personnel and functions.

Time Limit (15 minutes)

- Review of the Proposer's maintenance programs and facility, including preventive maintenance programs, inspection cycles, handling of road failures and accidents and pertinent facility information.

  Time Limit (15 minutes)

- Review of the Proposer's operational plan, including start up plan, scheduling of work, service levels, operator training, and road supervision.

  Time Limit (15 minutes)

- Questions and answers.

D. Proposal Evaluation and Award of Contract

1. Proposal Evaluation

The TEC will evaluate the Proposals submitted and the recommendation to award will be made based on technical and cost evaluation scores as well as comparison to the benchmark cost submitted by NJ TRANSIT Bus Operations. The technical and cost evaluation scores will each comprise 50% of the total score. To be considered technically qualified and have its Cost Proposal considered, Proposers must first obtain a minimum score of 75 points or better on the Technical Proposal evaluation. Proposers not technically qualified will have their Cost Proposals returned unopened by NJ TRANSIT's Procurement Department and they will not be considered for award.

Technical Proposals will be reviewed based on criteria covering three (3) areas:

a. Company **Maximum 30 points**

Includes an evaluation of the experience and qualifications of the Proposer and the proposed management/staff, the proposed organization, performance of the Proposer and/or affiliates under current and/or previous operating contracts with NJ TRANSIT or similar services, proposed administrative staffing levels and responsibilities, programs in place and ability to hire and train the required workforce, financial capability and stability of the Proposer, safety performance and rating, insurance coverage, compliance with RFP and regulatory (e.g., FHWA Motor Carrier Regulations, FTA Drug and Alcohol Testing Regulations) requirements, and the history of criminal convictions, legal actions, proceedings, judgments, and liens against the company or its principals and affiliates, including, but not limited to, civil rights or discrimination complaints or actions.

b. Operations **Maximum 35 points**

Includes an evaluation of the Proposer's understanding of the requirements for the service, ability and plan of the proposed organization to successfully perform the functions associated with the operation of the Contracted Service in an efficient manner, number of operators and peak period buses required, provision for driver reliefs (e.g., relief points, times, manner of providing), compliance with safety regulations (e.g., driving time, testing), operator training and safety programs, provision of road supervision (e.g., adequate coverage, explanation of duties), the deployment of technologies for the monitoring of service (e.g., camera systems, GPS monitoring systems, electronic dispatching, etc.) ability and plan for scheduling the service and developing efficient and complete operator assignments (e.g., provision of complete scheduling documents demonstrating how all runs are constructed, including garage times, layovers, hook-ups, turnaround times, reliefs, Deadheads, and identification of stop points by time intervals), fuel capacity and supplier, reasonableness of fuel cost and efficiency (e.g., miles per gallon for the type of equipment), fuel consumption (e.g., consistency with total miles including Deadhead and fuel efficiency), revenue collection and vaulting procedures and security measures, and adequacy of the operating location for the operation of the service (e.g., proximity to service, size, vehicle capacity and maneuverability, Deadhead time and miles, recovery time, accessibility, neighboring traffic patterns, impact on neighborhood/community concerns, secure location for farebox vaulting and receiver/vaults, dispatch and drivers area).

c. Maintenance **Maximum 35 points**

Includes an evaluation of the Proposer's understanding of the requirements for the equipment to be operated in the service, ability and plan of the Proposer to successfully perform the functions associated with the maintenance of the equipment in an efficient manner, performance of the Proposer in maintaining equipment under current and/or previous contracts with NJ TRANSIT, NJMVC and/or US DOT Motor Carrier Inspection history, experience of the Proposer with the fleet size and type to be utilized in the service, number and qualifications of mechanics (e.g., experience, certifications, fleet to mechanic ratio for the location), number and qualifications of supervisory maintenance personnel (e.g., experience, certifications, fleet to mechanic ratio for the location, fleet size and type), number and coverage of maintenance personnel to clean and service the fleet, fleet maintenance plan (e.g., in-house and contracted work), preventive maintenance programs (e.g.,

complete narrative description, service intervals, inspection and service documents, compliance with NJ TRANSIT and OEM standards, separate HVAC maintenance program, handling of deferred maintenance, separate revenue collection equipment maintenance program, maintenance record keeping program), use of OEM parts and components, adequate supply of parts inventory, warranty procedures, fleet interior and exterior cleaning program, adequacy of the proposed facility to perform the required maintenance work and the entire scope of the operation to be performed at the facility (e.g., size, vehicle capacity and maneuverability, equipped to handle the intended work, use of facility for other operations, EPA/DEP violations, adequate fire protection system, proper ventilation, adequate space for repair bays, body shop, parts inventory storage, fueling, offices, parking space, security), adequate systems for fueling and bulk fluids storage, and a system for bus washing to ensure that the buses will be properly cleaned.

2. Scoring Requirements

The required minimum score for Technical Proposals is 75 points. Proposals that fail to meet the required 75 point minimum for the Technical Proposal evaluation will not be considered for further review and the Proposer's Cost Proposal will be returned unopened. Proposals that do not comply with the material terms and conditions of this solicitation shall be rejected as non-responsive. NJ TRANSIT reserves the right to reject any and all Proposals in accordance with law.

The cost scoring will be assigned as follows: 100 points will be given to the lowest Cost Proposal. The other Cost Proposals will be allotted a proportionate score based on the percentage difference from the lowest Cost Proposal submitted.

3. Negotiations

Negotiations may be conducted by NJ TRANSIT with any Proposers whose Proposals are considered by NJ TRANSIT to be competitive. Such negotiations may involve the proposed cost of the service or any aspect of the proposed operations, staffing, or procedures but are not intended to increase or decrease the total evaluation score for any Proposer. Cost Proposals (whether the initial submission or the "Best and Final Offer" of the Proposer) which do not provide consideration of all factors of cost in accordance with the standards, requirements, and criteria established in the RFP, or are inconsistent with the proposed operations, staffing, or procedures presented in the Proposer's Technical Proposal, may be rejected as non-responsive.

The highest ranked Proposer will be determined by the highest total combined score (i.e., technical + cost score), subject to the following:

a. If the Proposer with the highest total combined score has also submitted the lowest cost bid received from qualified Proposers, the recommendation to award will be made for this Proposer.

b. In the event the Proposer with the highest combined score does not also have the lowest proposed cost then the following would apply: If there are no other Proposers with both a lower cost bid and a total technical score of 90 points or greater, the recommendation to award will be made for the Proposer with the highest combined score.

c. If there are other Proposers with both a lower cost bid and a total technical score of 90 points or greater, all qualified Proposers (i.e., regardless of their cost bid) with a total technical score of 90 points or greater will be requested to participate in a "Best and Final Offer" process. The Technical Evaluation Committee (TEC) recommendation to Procurement will be made for the Proposer with the lowest revised Cost Proposal.

4. <u>Approval and Award</u>

Following the evaluation of the Proposals, in accordance with Section II Requirements(D)(1)(a-c) above, NJ TRANSIT's Contracting Officer will make a recommendation to NJ TRANSIT's President and Chief Executive Officer to award the service to either a private carrier or to be operated by NJ TRANSIT, Bus Operations based on the following three (3) factors:

- **Technical and Cost Evaluation of the Proposals**
- **Comparison to the NJ TRANSIT, Bus Operations Benchmark Cost**
- **The substantial improvement of the financial position of NJ TRANSIT as determined by NJ TRANSIT**

Note: The award of the Contract is subject to the approval of the NJ TRANSIT Board of Directors.

Once negotiations have been completed, a recommendation for award of the Contract to the Proposer, whose Proposal conforms to the RFP and whose Proposal provides the best value to NJ TRANSIT, will be issued for approval by NJ TRANSIT's Board of Directors. Upon the Board's approval of the recommendation for award, NJ TRANSIT will enter the Agreement found in **Appendix A**.

Within ten (10) Business Days of receipt of Notice of Award, the successful Proposer shall properly execute two (2) copies of the Contract and deliver to NJ TRANSIT, the Contract, the specified insurance certificates, and any other document as may be specified in the Contract agreement. NJ TRANSIT will execute both copies of the Contract and will return one (1) executed copy to the selected Proposer.

NJ TRANSIT reserves the right to cancel the award of a Contract before execution if NJ TRANSIT deems such cancellation to be in its best interests. In no event will NJ TRANSIT have any liability for the cancellation of such award. The Proposer assumes the sole risk and responsibility for expenses incurred prior to execution of the Contract and shall not commence work until receipt of a Notice to Proceed.

E. Debriefing and Dispute Process:

Each of the participating Proposers will be notified in writing of the award determination. The notification will offer each of the participating Proposers the opportunity to meet with NJ TRANSIT staff for a debriefing, consistent with N.J.A.C. 16:72-3.11. Participating Proposers must request such a debriefing within three (3) Business Days of receiving the determination notification.

In the event the debriefing does not resolve a Proposer's concerns, the Proposer may request that the Contracting Officer or his or her designee reconsider the determination. A "Request for Reconsideration" must be submitted to the Contracting Officer in writing within five (5) Business Days from the date of the debriefing. This request must specify the specific grounds upon which the Proposer relies to support its argument that the determination should be reconsidered. Any request not received in a timely manner will not be considered.

After reviewing, along with all appropriate documentation, a Proposer's Request for Reconsideration, the Contracting Officer or his or her designee will make a decision and will then notify the Proposer in writing of the outcome of the Request for Reconsideration.

Upon the Board of Directors' award of a Contract to a Proposer, any unsuccessful Proposer may seek judicial review of the final agency action of NJ TRANSIT by filing the appropriate appeal with the Superior Court of New Jersey, Appellate Division as provided by R. 2:2-3 (a)(2) of the Rules Governing the Courts of the State of New Jersey and applicable law thereunder.

In the event the service is awarded to NJ TRANSIT Bus Operations, any unsuccessful Proposer may seek judicial review of the final agency action of NJ TRANSIT by filing the appropriate appeal with the Superior Court of New Jersey,

Appellate Division as provided by R. 2:2-3 (a)(2) of the Rules Governing the Courts of the State of New Jersey and applicable law thereunder.

F. Open Public Records Act

As part of its Proposal, a Proposer may designate any data or material it asserts are exempt from public disclosure under the Open Public Records Act (OPRA), N.J.S.A. 47:1A-1 et seq., N.J.A.C. 16:72-1.11, and/or the common law, provided it explains the basis for any such assertions. When the Proposal contains a negotiation component, the Proposal will not be subject to public disclosure until a notice of intent to award is announced.

The Proposer must provide a detailed statement clearly identifying those sections of the Proposal that it claims are exempt from production, and the legal and factual basis that support said exemption(s) as a matter of law. Assertions that the entire Proposal, and/or prices contained therein, are exempt from public disclosure under OPRA, the common law, or the U.S. Copyright Act are overbroad and will not be honored by NJ TRANSIT.

In the event that a public request is made for materials that the Proposer has identified as confidential, NJ TRANSIT shall have the final authority to determine whether the materials are exempt from public disclosure under OPRA and shall take action as required by applicable law.

Furthermore, in the event of any challenge to Proposer's assertion of confidentiality with which NJ TRANSIT does not concur, the Proposer shall be solely responsible for defending its designation, but in doing so, all costs and expenses associated therewith shall be the responsibility of the Proposer. In which case, the Proposer shall defend, indemnify, protect and save harmless NJ TRANSIT from and against all suits, actions, claims, demands or damages of whatsoever kind arising as a result of the Proposer's designation, including court costs, counsel fees, settlements, judgments or otherwise.

G. Notice of Executive Order 166 Requirement for Posting of Winning Proposal and Contract Documents

Pursuant to Executive Order No. 166, signed by Governor Murphy on July 17, 2020, the Office of the State Comptroller ("OSC") is required to make all approved State contracts for the allocation and expenditure of COVID-19 Recovery Funds available to the public by posting such contracts on an appropriate State website. Such contracts will be posted on the New Jersey transparency website developed by the Governor's Disaster Recovery Office (GDRO Transparency Website).
The Letter of Engagement resulting from this Engagement Query is subject to the requirements of Executive Order No. 166. Accordingly, the OSC will post a copy of the Letter of Engagement, including the Engagement Query, the winning

proposer's proposal and other related contract documents for the above contract on the GDRO Transparency website.

In submitting its proposal, a proposer may designate specific information as not subject to disclosure. However, such proposer must have a good faith legal or factual basis to assert that such designated portions of its proposal: (i) are proprietary and confidential financial or commercial information or trade secrets; or (ii) must not be disclosed to protect the personal privacy of an identified individual. The location in the proposal of any such designation should be clearly stated in a cover letter, and a redacted copy of the proposal should be provided. A Proposer's failure to designate such information as confidential in submitting a proposal shall result in waiver of such claim.

The State reserves the right to make the determination regarding what is proprietary or confidential and will advise the winning proposer accordingly. The State will not honor any attempt by a winning proposer to designate its entire proposal as proprietary or confidential and will not honor a claim of copyright protection for an entire proposal. In the event of any challenge to the winning proposer's assertion of confidentiality with which the State does not concur, proposer shall be solely responsible for defending its designation.

III. TRANSPORTATION SERVICES

A. Standards of Service:

The Proposer shall provide the service outlined in this section in a safe, careful, efficient, clean, and courteous manner. The Proposer shall conform to the provided Customer Service Guidelines outlined in **Exhibit D**.

The Proposer shall maintain the routes and schedules outlined in **Exhibits A and B** with an average route coverage no less than ninety-five (95) percent at terminal points for the trips observed over any thirty (30) consecutive Calendar Days. NJ TRANSIT reserves the right to conduct spot checks of the Proposer, at NJ TRANSIT's discretion, in order to determine route coverage by the Proposer. For the purposes of on-time performance, a bus will be considered not on-time and therefore "off schedule" if it departs any scheduled time point prior to, or five (5) minutes after, its scheduled departure time. Also, a bus shall be considered "off schedule" if a scheduled trip is commenced, but not completed.

In the event that NJ TRANSIT determines that there are deficiencies in on-time performance in the service provided, NJ TRANSIT may at its discretion give notice, in writing, of such deficiencies to the Carrier. Upon receipt of such notice, the Carrier shall then remedy all the deficiencies within five (5) Calendar Days to

NJ TRANSIT's satisfaction and respond, in writing, with the cause(s) for the reported problem and the remedy instituted by the Carrier.

At any time requested by NJ TRANSIT, the Carrier shall submit to NJ TRANSIT within seven (7) Calendar Days of such request, copies of reports and daily records and other operational data, in a format and form approved by NJ TRANSIT, showing all buses operated off schedule and the reasons therefor.

B. Regular Route Bus Service Routes:

Route No.	Route Name
801	Metro Park Loop
802	Metro Park Loop
803	Metro Park Loop
804	Metro Park Loop
805	Metro Park Loop
810	New Brunswick / Woodbridge Center
811	New Brunswick / South River
813	Perth Amboy / Middlesex County College
814	North Brunswick / New Brunswick / Middlesex County College
815	New Brunswick/ East Brunswick / Woodbridge Center
817	Perth Amboy / Campbell's Junction
818	New Brunswick / East Brunswick / Old Bridge
819	Piscataway / Plainfield / Metuchen / South Plainfield
822	North Plainfield / Plainfield

A complete description of the routes (by street and municipality) over which service is to be operated is shown in **Exhibit A**. A summary of the annual Contract Miles and annual Contract Hours to be provided for each route are shown in **Exhibit C**.

C. Schedules:

A complete set of schedules showing frequency of service between major time points for each route is shown in **Exhibit B**.

NJ TRANSIT requires that the schedule be operated as shown in **Exhibit B** and that a proposed run guide, operator paddle and/or flats be included as part of the Technical Proposal, and should specify pull-in and pull-out time, Deadhead, and total Pay Hours required to provide the service shown in **Exhibit B.**

The buses will follow the route descriptions shown in **Exhibit A.** The Carrier shall not make any change having the effect of reducing, expanding, restructuring, or eliminating service in any manner except at the express written direction of NJ TRANSIT. Any service modification of a permanent nature may be implemented only by a letter amendment signed by the Carrier and the designated representative of NJ TRANSIT. Such letter amendment shall become part of the Agreement between the Carrier and NJ TRANSIT.

D. Missed Trips:

1. Missed Trips Defined

Missed trips by the Carrier shall be defined for the purposes of this Agreement as:

a. Any scheduled trip which does not commence within twenty (20) minutes of the time designated for the start of that trip (as denoted on the printed public timetable supplied by NJ TRANSIT); or

b. Any scheduled trip, which fails to arrive at its scheduled final destination point for that trip (as denoted on the printed public timetable supplied by NJ TRANSIT) within twenty (20) minutes of the scheduled time of its arrival at said point.

2. Assessment of Damages for Missed Trips:

a. Missed trips as described in D(1) above, which are properly and timely reported in the Daily Report of Operations, by the Carrier to NJ TRANSIT will be assessed damages in the amount of $150.00 per trip.

b. Missed trips as described in D(1) above, which are **not** properly and timely reported in the Daily Report of Operations by the Carrier to NJ TRANSIT will be assessed damages in the amount of $300.00 per trip.

c. Carrier will receive reports at a frequency to be determined by NJ TRANSIT depicting the trips missed as per NJ TRANSIT's electronic vehicle monitoring system(s). Any disputes of the missed trips, as reported by the system(s), will be brought to the attention of NJ TRANSIT Private Carrier Affairs in writing within three (3) business days by the Carrier along with evidence of the completion of the disputed trip(s). Upon research and verification of the completion of the disputed trip(s), NJ TRANSIT Private Carrier Affairs will note the discrepancy and credit the Carrier for the completion of said trip(s). Trips that appear on the reports that are not disputed by the Carrier in writing within three (3) business days of receipt of report will be considered as having been confirmed as missed by the Carrier, and are expected to be recorded on

the Carrier's Daily Report of Operations and/or included on the Monthly Report of Operations, and will be assessed in accordance with sections a and b above.

d. Assessments made for missed trips shall be automatically deducted by NJ TRANSIT from the Carrier's payments. Should the Carrier contest such assessments, an appeal shall be made pursuant to the dispute resolution provision as outlined in Part C (10) of **Appendix A, Agreement for Operating Motor Bus Passenger Service and for Equipment Lease/Sublease.**

3. <u>Assessment of Damages for Driver Log-In Violations</u>

Driver log-in violations will be assessed damages in the amount of $75.00 per trip to include a) unauthorized logging into the system in "manual mode", b) failure to log in on the assigned service, and c) failure to log in due to unreported equipment malfunction.

a. Logging into the system in "manual mode" should only occur when authorized by NJ TRANSIT Private Carrier Affairs for reasons such as database discrepancies, timely reported equipment malfunctions, or system malfunctions out of the control of the Carrier. Additionally, the Carrier may authorize a driver to operate in "manual mode" for occasions when a rescue bus is dispatched to complete a run for a disabled bus, a driver is re-assigned or field dispatched to a piece of work not scheduled to be operated by that driver, or other field re-assignment(s) resulting from unforeseen service disruption(s). All such authorizations to use "Manual Mode" must be communicated timely by e-mail to NJ TRANSIT Private Carrier Affairs and are to be documented in detail on the Daily Report of Operations.

b. Proper and timely logging in to the on-board vehicle service information system is required for all revenue service operations. Carrier must train all drivers in the proper use of the equipment and must ensure they are properly logged into their assigned work as required by NJ TRANSIT. Failure by the driver to log into the system when in service shall result in the damage assessment as described above.

c. All on-board equipment must be checked to ensure it is operational prior to the driver departing the dispatch facility. Any equipment that is not operational must be reported to dispatch immediately. If there is a mechanical malfunction that prevents the driver from logging into the vehicle service information system as required, the vehicle, whenever possible, should be reassigned and repaired prior to being used in service. NJ TRANSIT Private Carrier Affairs must be notified in writing by e-mail immediately so repairs of the system can be scheduled. If putting

that vehicle into an out of service state awaiting repairs causes a disruption of the service, the Carrier may authorize the driver to operate the run, notify NJ TRANSIT Private Carrier Affairs in writing, and document, in detail, the authorized operation of that vehicle on the Daily Report of Operations. Any trips made prior to the notification of the defect to NJ TRANSIT Private Carrier Affairs, may be subject to the driver log-in violation penalties as detailed above.

Assessments made for driver log-in violations shall be automatically deducted by NJ TRANSIT from the Carrier's payments. Should the Carrier contest such assessments, an appeal shall be made pursuant to the dispute resolution provision as outlined in Part C (10) of Appendix A, Agreement for Operating Motor Bus Passenger Service and for Equipment Lease/Sublease.

4. Daily Report of Operations

The Carrier shall prepare in writing and forward to NJ TRANSIT, on the forms set forth by NJ TRANSIT and attached as **Exhibit H**, a daily report of operations, which shall include a report of all missed trips identified from the prior day's operation by the seventh (7^{th}) Calendar Day of each month. If no missed bus trips occurred, the Carrier is required to indicate this fact on the daily report of operations. If a trip was "missed" as a result of fire(s), strikes, storm conditions (or other acts of nature), road accidents or detours, or other circumstances which cannot be reasonably anticipated, and are beyond the control of the Carrier, such causes must be noted by the Carrier on the Daily Report of Operations. NJ TRANSIT shall consider the causes listed by the Carrier on a case-by-case basis and shall notify the Carrier of any assessment to be imposed as a result of such review.

Payment for contracted services will be withheld until such report is received. Failure of the Carrier to file such daily reports **shall not** excuse the Carrier from any other assessments provided by this Agreement.

5. Monthly Report of Operations

In addition, the Carrier shall submit the Monthly Report of Operations to NJ TRANSIT by the seventh (7th) Calendar Day of each calendar month. The Monthly Report of Operations shall include a summary of each and every "missed" bus trip which occurred during the preceding month, including the dates and times of all such missed trips and the cause of the missed trip**.** If no "missed" trips occurred, the Carrier is required to indicate this fact on the Monthly Report of Operations. The Carrier's Senior Vice President (SVP, or Chief Financial Officer (CFO) or duly authorized designee will be required to sign off and attest to the following clause which will be included on each monthly report of operations submitted to NJ TRANSIT Private Carrier Affairs

stating “I hereby certify, under perjury, that the information contained within this report is accurate to the best of my knowledge and that operated service statistics are fully supported by company records. I recognize that payment for services is subject to adjustment resulting from any subsequent audit by NJ TRANSIT.”

Payment for contracted services will be withheld until the Monthly Report of Operations is received. Failure of the Carrier to file such monthly reports **shall not** excuse the Carrier from any other assessments provided by this Agreement.

E. Hiring and Training Process

1. Employee Requirements

The Carrier shall have complete control over the employment of all personnel required to provide the service as outlined in Section III and detailed further in **Exhibits A and B.** The Proposer will provide NJ TRANSIT with a plan detailing the type and number of employees required to provide this service. The plan must include supervisory and management personnel requirements as well as requirements for drivers, mechanics, cleaners, clerical workers, etc. Driver requirements must, at a minimum, meet the requirements specified in **Exhibit I.** In addition, all drivers utilized by the Carrier in the operation of this service must be capable of speaking, reading, writing, and understanding the English language. If a driver is found to be incapable of speaking, reading, writing, and understanding the English language, NJ TRANSIT may require that the driver be removed from providing service on the contracted routes.

The Carrier shall certify that all its drivers are in possession of a valid driver's license, qualifying them to operate the vehicles outlined in this Agreement. The Carrier shall, prior to assignment on this contract and annually thereafter, perform a license record check through the NJ Motor Vehicle Commission, or any other applicable state motor vehicle agency, for each operator to ensure that all qualifications are adhered to.

The Carrier shall issue to all operators, uniforms of the type commonly accepted in the industry and operators shall always be in uniform when on duty and when operating buses. The Carrier shall maintain and enforce a dress code for operators.

2. Driver Training

The Carrier shall be responsible for all driver training and shall certify their drivers are familiar with routes, fares, transfer policies, student, elderly and

handicapped reduced fare policies. The Carrier will further ensure all relevant personnel are trained on the proper operation of the fare collection system, electronic vehicle monitoring systems, communications systems, ADA systems (wheelchair lift, kneeling system, PA system, securement system, etc.), and all other systems and/or hardware determined to be required by NJ TRANSIT. In addition, drivers shall be instructed in both safe and defensive driving skills, courtesy, and passenger relations. The Carrier shall certify to NJ TRANSIT that all drivers have been trained in all routes, fares, and operating procedures.

The Carrier shall also instruct the drivers to complete driver day cards which include the collection and proper recording of the following information: arrival and departure time at beginning and ending time points, and any other information as deemed necessary by NJ TRANSIT. Copies of the driver day cards shall be included in the Technical Proposal submission. Only NJ TRANSIT approved forms shall be used.

The Carrier shall perform periodic **driver refresher training classes** with its bus operators relative to their driving skills and provide NJ TRANSIT with a schedule for such refresher classes prior to implementation of this service. The Proposer shall provide NJ TRANSIT with a copy of the Carrier's written safety and operating rules. Each operator performing service under this contract must be provided with a copy of the Carrier's written safety and operating rules.

3. Non-Driver Personnel:

The Proposer must supply the name and resume of the Project Manager. The Carrier must also supply an organizational chart depicting the proposed supervisory and management staff that will be involved in the operations and maintenance of the contracted service including, but not limited to, the following positions required to perform the service:

a. Project Manager: The on-site individual responsible for the performance of all aspects of this service. This individual must have recent and relevant direct experience managing regularly scheduled, fixed route transit service similar in scope and complexity to that which is outlined in this Proposal. This individual must be assigned on a full-time basis to this service.

b. Operations Supervisor: This person must be responsible for the performance of the fleet and will be authorized to make operational decisions in the Project Manager's absence. This individual must have recent and relevant direct experience managing regularly scheduled, fixed route transit service similar in scope and complexity to that which is

outlined in this Proposal. This individual must be assigned on a full-time basis to this service.

c. Dispatcher(s): Must be familiar with all contractual and operational requirements relating to the provision of the service, driver conduct and proper documentation of all service-related activity. A dispatcher must be on duty at the garage location any time the service outlined in the Proposal is being operated**.** This individual must be assigned on a full-time basis to this service.

d. Road Supervisor/Trainer: The Proposer must allocate a sufficient number of personnel in this position to maintain an adequate driving force and perform road supervision and driver re-training. It is not acceptable to suspend on-road supervision during periods of intense driver training. Road supervisory duties are to include, but not be limited to, the following:

(1) Oversee a formalized program of on-road, both planned and random, supervision and evaluation of driver performance; and

(2) Accident and incident investigation.

These individuals must be assigned on a full-time basis to this service.

e. Class "A" and "B" Mechanics: Must hold all licenses and certifications necessary for his/her duties. The assigned individuals must be able to demonstrate prior experience with diesel buses, automatic transmissions, and wheelchair lift maintenance. A class "A" mechanic must be able to independently make any and all repairs to assigned equipment without aid or supervision and must also be able to manage the shop independently. A Class "B" mechanic must be capable of making any and all repairs to equipment assigned but requiring supervision for major repairs.

f. Utility Person/Cleaner: Primary responsibilities include servicing vehicle fluids, cleaning, and other chores assigned by the garage supervisor.

g. Administrative/Clerical: Carrier shall have adequate full time administrative/clerical staff to provide full support as required by the Agreement.

F. Road Supervision

The contracted service provided by the Carrier shall be supervised by the Carrier's supervisors who will monitor the performance of the system with respect to schedule adherence, driver conformity to the Carrier's rules and regulations,

driver adherence to the specified route and accident investigations. Supervisors will maintain data sheets and will file reports of their findings. Such data sheets and reports will be made available to NJ TRANSIT during the term of the contract and for a period of one (1) year beyond termination of the contract.

Authorized NJ TRANSIT regional supervisors and road supervisors have the authority to oversee the Carrier's performance and the right to make temporary adjustments to time schedules and routes as may be necessary to meet variations resulting from weather conditions, special events and other circumstances. Carrier management will be informed of such changes.

G. Security Clearances

As a condition of performing work at any NJ TRANSIT Bus facility and for purposes of determining a person's qualifications as contracted personnel, the Carrier shall undertake a criminal history record national background check for all personnel assigned to work at any NJ TRANSIT Bus facility pursuant to regulations promulgated under N.J.A.C. 13:59-1.1 et seq. The Carrier shall bear the cost of the criminal history record background check. The Carrier shall be responsible for ensuring that employees have legal immigration status to be working in the United States.

The Carrier shall follow all instructions for obtaining a criminal history record background as available at: https://www.nj.gov/oag/njsp/criminal-history-records/index.shtml. The Carrier shall not permit any newly hired, rehired, or transferred employee to work in any NJ TRANSIT bus facility until the results of the criminal history record background check are returned to the Carrier. The Carrier shall review the results of that criminal history record background check prior to assigning personnel. It is the Carrier's responsibility to work within the New Jersey State Police time schedule for turnaround time from initial submission to receipt of the results. This time schedule may be a critical factor in meeting the startup date of this contract. The Carrier shall be required to retain the results of an individual's criminal history background check for as long as that person is assigned to perform work at any NJ TRANSIT bus facility. The results of the criminal history background check will be made available to NJ TRANSIT Bus by the Carrier upon request by an authorized individual. Carrier's employees with questionable criminal background results may be prohibited from employment at all NJ TRANSIT facilities. Performance of such background checks with immigration law compliance shall be subject to periodic audits by State Auditors.

H. Fare System and Zone Structure

The Carrier shall charge fares in strict adherence to NJ TRANSIT's fare structure. The Carrier shall abide by and comply with all NJ TRANSIT rules and policies on

fares and zonal systems. Fares for the service and routes of this Agreement are as described in **Exhibit F** and may be amended by NJ TRANSIT at any time.

The Carrier shall participate and instruct drivers in NJ TRANSIT's passenger transfer system. As part of the transfer system, the Carrier shall provide and accept transfers between and among the bus routes operated as described in **Exhibits A and B,** as well as between and among other routes operated by or for NJ TRANSIT and the routes described in **Exhibits A and B.**

NJ TRANSIT monthly bus passes, monthly bus cards, electronic ticketing, mobile ticketing and other fixed period passes or tickets shall be honored, counted and accounted for by the Carrier in the same manner as all other tickets, transfers and cash fares.

I. Information

1. Schedules

NJ TRANSIT is responsible for the printing of public timetables/schedules for this service, to be distributed by the Carrier to passengers on buses and at Carrier terminals. NJ TRANSIT is responsible for distribution of timetables/schedules at all NJ TRANSIT-owned locations and/or other locations as NJ TRANSIT determines.

2. Advertising and Marketing

NJ TRANSIT will assume, at its discretion, all responsibility for the advertising and marketing of the service to be provided. This may include promotional activities required to launch the service outlined in Section III, such as newspaper advertisements and the publication of informational brochures. Any other marketing efforts necessary to highlight special aspects of the service will also be undertaken by NJ TRANSIT at its discretion. As provided and directed by NJ TRANSIT, the Carrier shall distribute and maintain a supply of public timetables and other public information items, including, but not, limited to the following: seat notices, hanger brochures, coupon books, free/discounted ride coupons (i.e.: New Residents Campaign), posters and flyers. All such items shall be supplied by NJ TRANSIT directly to the Carrier at no cost to the Carrier.

The Carrier shall be required from time to time, at no cost to NJ TRANSIT, to furnish a representative to attend public service forums to answer questions regarding service.

All advertising on the buses will be contracted through NJ TRANSIT. All such revenues will accrue to NJ TRANSIT.

3. Phone Services:

Public timetables will conspicuously list NJ TRANSIT's customer service number for obtaining scheduling information. To assist the riding public, the Carrier shall make available a telephone number for general information and lost and found. This telephone number will be conspicuously advertised in the public timetables.

The Carrier shall keep this telephone number operational throughout the term of this Agreement and shall ensure that it is answered by qualified staff at all times during the scheduled operational hours of service.

IV. EQUIPMENT AND MAINTENANCE

A. Equipment

1. Revenue Vehicles

NJ TRANSIT will lease, to the selected Carrier, the buses necessary to provide the service outlined in Section III. This will include all equipment necessary to meet the peak hour bus requirement plus a spare complement. The Proposer shall identify the total number of buses it requires to operate the service. The Proposer should conduct a pre-inspection of the buses prior to the bid deadline. The Carrier will accept the buses in "as is, where is" condition.

All equipment will be leased in accordance with Subpart B of NJ TRANSIT's Agreement For Operating Motor Bus Passenger Service and Equipment Lease/Sublease, which is shown in **Appendix A.** However, **no charter or special service use of the equipment will be permitted.** The NJ TRANSIT leased equipment may only be used on the line service specified in **Exhibits A and B**. The buses are equipped with all appropriate destination signs necessary to inform the public of final destinations and routing variations. The buses are equipped with electronic revenue and data collection systems, passenger information systems, vehicle monitoring systems, and GPS vehicle location systems. **ALL vehicles are equipped with wheelchair lifts** to provide service to passengers requiring accessibility.

2. Communications

The revenue vehicles assigned to this service are equipped with a two-way radio or equivalent equipment to allow for communication between the Carrier's supervisory personnel and the operators of the equipment. Any and all costs associated with the usage or maintenance of the required communication system are the sole responsibility of the Carrier.

B. Maintenance

The Carrier shall maintain each unit of equipment leased from NJ TRANSIT in a state of good repair and in accordance with the manufacturers' warranty and maintenance requirements, as set forth in Section 18 of Part "B" of the Agreement for Operating Motor Bus Passenger Service and Equipment Lease/Sublease.

NJ TRANSIT has the right, at its discretion, to inspect each unit at any time and the Carrier's records with respect thereto as shall be reasonably necessary to confirm the Carrier's proper and timely maintenance of the leased equipment. The Carrier shall correct promptly any unsatisfactory items reported by such inspections. In addition, NJ TRANSIT may order repairs to be made at the Carrier's expense at any time to ensure that each bus be readily available for safe, efficient, and dependable service in accordance with NJ TRANSIT requirements or the requirements of any governmental agency. It is understood by the Carrier, however, that all repairs, maintenance, and inspections are the exclusive obligation and responsibility of the Carrier regardless of any or no inspections by NJ TRANSIT.

The Carrier is permitted to operate buses under the Agreement for Operating Motor Bus Passenger Service and for Equipment Lease/Sublease **(Appendix A)** with rented tires or rented batteries, but retreaded tires are **not** permitted on the front axle of any leased equipment under any condition. NJ TRANSIT may order tires removed when tread depth, sidewall deteriorations, or deep cuts are deemed to make further operation unsafe. The Carrier shall not tamper with or remove any unit of leased equipment without first notifying NJ TRANSIT in writing.

Fuel used in all equipment covered by **Appendix A** must meet the OEM engine manufacturer specifications for the particular type of equipment and prevailing environmental conditions, unless otherwise approved by NJ TRANSIT in writing.

The Carrier understands and agrees that maintaining each unit of equipment leased from NJ TRANSIT in a state of good repair is an essential and material consideration of this Agreement. Minimum equipment maintenance standards and reporting requirements are specified in **Exhibit J**, Maintenance Standards and Requirements. The Carrier further agrees that any material failure to comply with the requirements of this Section may constitute grounds for the **immediate** termination of this Agreement **without** any advance notice. NJ TRANSIT shall be entitled to recover replacement cost damages from the Carrier resulting from the lack of maintenance or improper maintenance of the leased/subleased equipment.

C. Parts Inventory

The Carrier shall establish and maintain an adequate spare parts inventory for the proper performance of the maintenance and repair of the leased equipment under this agreement to minimize fleet downtime and avoid disruption of service.

D. Facilities

NJ TRANSIT requires that the Carrier provide a fully equipped maintenance facility from which to operate the service and must maintain such facility in compliance with all applicable federal, state, and local laws and regulations. Fully equipped means that the facility contains all the facilities required for routine service and maintenance including, but not limited to: pits and/or lifts, cleaning facilities, fuel tanks, service and maintenance equipment and tools, etc. The garage facility must also include provisions for public information and lost and found during operating hours.

The garage facility will comply with all applicable federal and state fire, safety, and environmental regulations. In particular, the Carrier shall ensure that the garage facility has adequate fire protection. The location of the garage facility, as well as the size and equipment of the facility, and the use of the garage facility by other bus operations, should be described in the Proposal package.

The Proposer must provide complete details about any other operations conducted from this facility. Any material change in the character or extent of those operations during the contract period must be communicated to NJ TRANSIT at least thirty (30) Calendar days in advance of implementation. A site drawing and the facility owner's name must be included in the Technical Proposal.

E. Inspections

NJ TRANSIT inspectors and its designated agents and representatives, upon presentation of valid identification, shall have the unimpeded right to enter upon the Carrier's premises, and to enter and travel upon equipment utilized in providing this service, for the purpose of conducting inspections to determine whether the Carrier is in compliance with the terms of this Agreement. NJ TRANSIT shall have the right to inspect the equipment to assure compliance with the provisions outlined in **Appendix A.**

NJ TRANSIT will make a reasonable effort not to unduly interfere with the operations or maintenance schedules of the Carrier. NJ TRANSIT inspectors shall, however, be allowed on the premises of the Carrier without the necessity of written permission, but they will not enter onto the premises of the Carrier without first identifying to the Carrier their status as NJ TRANSIT employees, agents, or representatives, and that they are in no way acting for or on behalf of

the Carrier. All inspections shall begin promptly upon presentation of each unit of equipment and carried through to the completion as expeditiously as possible.

V. FINANCE AND LEGAL

A. Revenue and Collections

1. Equipment:

NJ TRANSIT will provide Cubic Western exact change fare boxes and Parkeon Wayfarer registers to support the service proposed. Revenue equipment is subject to change at the discretion of NJ TRANSIT. The Carrier shall utilize and maintain all such revenue equipment and shall be responsible for all costs associated with the maintenance of the equipment. If NJ TRANSIT provides for repairs of any revenue collection equipment for which the Carrier is responsible, NJ TRANSIT may deduct the cost of such repairs from the monthly contract payments to the Carrier.

2. Fare Collection

All revenue collected by the Carrier and all monies earned by the Carrier or owed to the Carrier in providing the service shall be the property of NJ TRANSIT and shall be transferred to NJ TRANSIT without delay. It is the Carrier's exclusive responsibility to account for and safeguard this revenue, which is the property of NJ TRANSIT. The Carrier shall also be responsible to account for the use of monthly bus passes, monthly bus cards, and tickets.

All cash fares shall be deposited by the passenger directly into the farebox. These collections will be removed from the buses every service day in accordance with the procedures outlined in **Exhibit K**.

NJ TRANSIT reserves the right to observe, count, or perform on road spotter checks and any other audit tests which NJ TRANSIT considers appropriate to determine the accuracy and security of the fare collection procedure as defined herein and as implemented by the Carrier.

B. Reporting Requirements

The Carrier shall fulfill all NJ TRANSIT reporting requirements as outlined in **Exhibit H**.

C. Payment Terms

During the term of the Agreement for Operating Motor Bus Passenger Service & Equipment Lease/Sublease, the Carrier shall submit to NJ TRANSIT, by the seventh (7th) Calendar Day of each calendar month, a Monthly and Daily Report

of Operations as outlined in **Exhibit H,** setting forth the operational statistics as defined in **Exhibits A, B, C and H** relating to the preceding calendar month. Within twenty (20) days from the receipt of this statement, NJ TRANSIT shall, subject to the availability of funds, pay to the Carrier an amount in accordance with **Exhibit M** attached hereto, less all damages assessed against the Carrier. Failure by the Carrier to submit the reports required in **Exhibit H**, will result in the withholding of payment until such reports are received. Each month's payment shall represent payment for the service provided by the Carrier during the preceding calendar month.

NJ TRANSIT will retain 2% of each monthly invoice amount, which shall be released in conjunction with the successful completion of all NJ TRANSIT contract requirements, including the return of all NJ TRANSIT equipment in satisfactory condition.

The Carrier shall pay all the expenses, fees, charges and any and all other outflows relating directly or indirectly to the operation of the contracted service.

D. Audit Process

Consistent with N.J.S.A. 52:15C-14 and N.J.A.C. 17:44-2.2, the Carrier shall maintain all documentation related to the products, transactions, or services it provides under this Agreement for a period of five (5) years following the termination of this Agreement. Documentation shall be made available with prompt access, which shall not be more than five (5) business days, to NJ TRANSIT, the State of New Jersey, the New Jersey Office of the State Comptroller, the USDOT, the FTA, and the Comptroller of the United States and the duly authorized representatives of each upon written, which includes email, request to inspect and audit the documentation.

Documentation shall include operating books, expense, billing, payment, payroll, fare, missed trip records, bus trip logs, and all other documents that are related to the Carrier's operations, receipts, obligations, or claims while performing the services under this Agreement for purposes of reviewing the Carrier’s operations related to this agreement. NJ TRANSIT auditors and their agents shall have the right to examine and/or photocopy the Carrier’s documentation related to the services provided under the agreement.

The Carrier shall allow unimpeded access to its real and personal property for the purpose of such inspection by NJ TRANSIT auditors or their agents.

The Carrier shall permit NJ TRANSIT, the State of New Jersey, the New Jersey Office of the State Comptroller, the USDOT, the FTA, and the Comptroller of the United States and the duly authorized representatives of each to inspect all vehicles, equipment, leased or subleased by NJ TRANSIT, as part of this

Agreement, and all transportation services rendered by the Carrier by use of such equipment, including all relevant data and records.

The Carrier shall also permit the above-mentioned entities to audit the documentation and real property of any operating subsidiary or affiliate under common control of the Carrier which provides services related to this agreement.

E. Legal and Regulatory Requirements

1. Remedies

Failure to comply with the requirements of the Contract will constitute grounds for immediate termination of said Contract. NJ TRANSIT may also , at its sole discretion, terminate the Contract, in whole or in part, immediately with or without advance notice, for any reason.

Additionally, upon failure of Carrier to comply with any of the requirements of the Contract, NJ TRANSIT may exercise other remedies, including, but not limited to, termination.

The remedies in this specification provided in favor of NJ TRANSIT shall not be deemed exclusive but shall be cumulative and shall be in addition to all other remedies in its favor existing at law or in equity. The Carrier agrees to waive any mandatory requirements of law, which might limit or modify any of the remedies provided herein, to the extent that such waiver is permitted by law. The failure of NJ TRANSIT to exercise the rights granted it hereunder upon any occurrence of any of the contingencies set forth shall not constitute a waiver of such right upon recurrence of the contingency.

2. Nondiscrimination/Title VI

The Carrier agrees that the provisions of N.J.S.A. 10:5-31 et seq., and N.J.A.C. 17:27-1.1 et seq., and any other applicable affirmation action employment practices shall be a part of the service contract and will be binding upon the operator (see **Exhibit L**).

The Carrier shall comply with Title VI of the Civil Rights Act of 1964 which ensures that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance from the FTA.

3. New Jersey Conscientious Employee Protection Act

The Carrier shall be subject to the provisions of the New Jersey Conscientious Employee Protection Act which states that it is unlawful for an employer, whether public or private to discharge, suspend or demote an employee when:

a. The employee discloses, or threatens to disclose, to a supervisor or a public body, a policy, activity, or practice of the employer that the employee reasonably believes is unlawful;

b. The employee provides information to, or testifies before, a public body conducting an investigation or inquiring into the employer's violations of a law, rule, or regulation; or,

c. The employee objects to, or refuses to participate in, any activity, policy, or practice which the employee reasonably believes is unlawful, fraudulent, or criminal, or incompatible with a clear mandate of public policy concerning public health, safety, or welfare.

4. Americans with Disabilities Act (ADA)

The Carrier agrees that the provisions of the Americans with Disabilities Act (ADA) (P.L. 101-336, 42 U.S.C. § 12101 et seq.) and the rules and regulations promulgated pursuant thereto (49 CFR 37.161-173, 38.21-39, 38.151-159 and 29 CFR 1630.1 et seq.) are made part of this RFP Document and are binding upon it. The Carrier shall indemnify, protect and save harmless NJ TRANSIT, its officers, agents and employees and each and every one of them against all suits, claims, penalties and costs of every kind and description to which NJ TRANSIT may be subjected to by the Carrier's failure to comply with the ADA and the rules and regulations promulgated pursuant thereto.

Of particular concern to NJ TRANSIT is the denial by the Carrier of a request for accessible service. Failure to provide accessible service will result in the assessment of damages in the amount of $150.00 per occurrence.
The following conditions will be considered cause for such assessment:

a. Deploying a bus with an inoperable lift.

b. Bus operators not trained in the use of lifts.

c. Inability to deploy lift equipped vehicles due to inoperable lift;

d. Operator failing to provide assistance to passengers with disabilities when requested;

e. Operator failing to make bus announcements of major stops and intersections;

f. Operator by-passing a passenger with a disability; and

g. Operator rude to a passenger with a disability.

5. Drug and Alcohol Testing

The Carrier shall establish, implement and maintain a drug and alcohol testing program that complies with 49 CFR Parts 40 and 655, produce documentation necessary to establish its compliance with Parts 40 and 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations (e.g., FTA), the State of New Jersey, or NJ TRANSIT to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process.

The Carrier agrees further to certify its compliance with 49 CFR Parts 40 and 655 within thirty (30) Calendar days of the execution of this Agreement and to submit the FTA Alcohol and Drug Testing Management Information System (MIS) Data Collection Forms for each calendar year by February 28th of the following year to NJ TRANSIT's Senior Director of Private Carrier Affairs. To certify compliance, the Carrier shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements", which is published annually in the Federal Register.

Proposals shall include a copy of the Proposer's existing policy addressing employee Drug and Alcohol Testing. and copies of the Proposer's FTA or FHWA (Federal Highway Administration) Drug and Alcohol Testing MIS Data Collection Forms for the most recent period completed.

6. Required Forms

The following forms are required to be completed and submitted with the Proposer's Proposal, except as indicated with a * below:

Appendix B	-	Technical Proposal Package
Appendix C	-	Cost Proposal Package
Appendix D	-	Intentionally Left Blank
Appendix E	-	Department of Transportation Title VI Assurance

Appendix F	-	Intentionally Left Blank
Appendix G	-	Intentionally Left Blank
Appendix H	-	New Jersey Transit Corporation DBE Requirements for Race-Conscious Federal Procurement Activities (DBE Forms)*
Appendix I	-	Intentionally Left Blank
Appendix J	-	Ownership Disclosure Form
Appendix K	-	Intentionally Left Blank
Appendix L	-	Affidavit of Compliance with NJ TRANSIT's Code of Ethics for Vendors and State of New Jersey Ethics Laws
Appendix M	-	Disclosure of Investment Activities in Iran*
Appendix N	-	Non-Collusion Affidavit
Appendix O	-	Certification of Eligibility
Appendix P	-	Source Disclosure Form*
Appendix Q	-	Statement of Joint Venture for Professional Services (if applicable)
Appendix R	-	Acknowledgement of Receipt of Addenda
Appendix S	-	Notice of Intent to Propose Form
Appendix T	-	Certification of Contracts, Grants, Loans & Cooperative Agreements (Byrd Anti-Lobbying Certification)
Appendix U	-	Certification of No Tax Liability or Felony Conviction
Appendix V	-	Intentionally Left Blank

Proposers **should** submit the following with the Proposal but **must** submit within the indicated time frame:

*DBE Forms and Affidavits shall be submitted with the Cost Proposal or within five (5) Calendar Days after the Cost Proposal due date.

*Source Disclosure Form must be submitted within five (5) Calendar Days of request.

*Business Registration Certificate (must be submitted before Contract award)

*Disclosure of Investment Activities in Iran (must be submitted before Contract award)

F. <u>Set Off for Taxes (N.J.S.A. 54:49-19)</u>

Whenever any taxpayer under contract to provide goods or services to the State of New Jersey or its agencies or instrumentalities, and including the legislative and judicial branches of State government, or under contract for construction projects of the State of New Jersey or its agencies or instrumentalities, and including the legislative and judicial branches of State government, is entitled to payment for the goods or services or on that construction project and at the same time the taxpayer is indebted for any State tax, the Director of the Division of Taxation shall seek to set off so much of that payment as shall be necessary to satisfy the indebtedness

G. Disadvantaged Business Enterprise (DBE) Goal Assignment

As an aid in meeting the commitment of its Disadvantaged Business Enterprise (DBE) Program, NJ TRANSIT has assigned a **3% Race Conscious DBE goal** for this project. Proposers shall seek DBE participation under the Federal Program 49 CFR Part 26. All NJ Unified Certification Program (NJUCP) certified DBE firms, including suppliers, are eligible to participate in this contract.

NJ TRANSIT's DBE Program is accorded the same priority as compliance with all other legal obligations required by the United States Department of Transportation (USDOT). Contractors/consultants/Carriers shall comply with the DBE Program requirements in the award and administration of NJ TRANSIT contracts. Failure by the contractor/consultant/Carrier to carry out these requirements shall constitute a breach of the contract, which may result in the termination of the Contract or other such remedy, as NJ TRANSIT deems appropriate.

H. DBE Program Compliance Requirements

The Proposer shall refer to NJ TRANSIT's "DBE Requirements for Federally Funded Procurement Activities" attached to this RFP as **Appendix H**, for instructions, guidance, and explanations for DBE program obligations for contracts and subcontracts.

For this Contract, the Proposer shall identify all DBE and non-DBE subcontractors/ subconsultants, and suppliers proposed to participate in and those solicited for this Contract, and shall complete and submit the mandatory DBE Forms A, A1, A2, and B. The Proposer shall also print and submit the DBE firm's current DBE Certification Profile from the NJUCP DBE Business Directory at https//njucp.dbesystems.com. Additionally, the Proposer shall submit any applicable supplemental forms (AA, AA1, AA2, BB, DBE Certification Profile, and D). All required DBE forms and Certification

Profiles shall be submitted by the Proposer with its Cost Proposal or within five (5) Calendar Days after the Cost Proposal due date. However, Proposers are strongly encouraged to submit all mandatory documents with the Proposal to prevent delay of the Contract award. Proposers shall review carefully and complete the forms entirely, with no blank fields.

Notwithstanding the date of submission of the mandatory DBE forms, all negotiations between a Proposer and any potential DBE subcontractor, subconsultant, or supplier shall be completed prior to the Cost Proposal due date. All DBE forms are included in the RFP package, specifically in **Appendix H**.

Failure to submit any and all mandatory DBE documentation within five (5) Calendar Days after the Cost Proposal due date shall result in a rejection of a Proposer as non-responsible.

Any questions regarding the DBE requirements or the mandatory required forms for this Contract should be directed to:

Jacquelin Rush-Gilbert
Senior Contract Compliance Specialist,
Office of Business Development
Phone: [redacted]
E-Mail: [redacted]

The Proposer can refer to https//njucp.dbesystems.com, which is a search engine of firms certified by the New Jersey Department of Transportation, the New Jersey Transit Corporation and the Port Authority of New York and New Jersey as Disadvantaged Business Enterprises. This listing is intended as an aid in identifying DBE firms to potential Proposers and is not meant to be an all-inclusive listing of DBE firms available for subcontracting. The Proposer may identify other firms; however, all DBE firms must be properly certified prior to award of the Contract. At the time of Proposal submission, only DBE firms certified in the NJUCP shall satisfy the assigned DBE goal on this RFP.

I. Equal Employment Opportunity Requirements

The Carrier shall be required to comply with State Equal Employment Opportunity requirements contained in N.J.S.A. 10:5-31 et seq. (P.L. 1975, c.127) and N.J.A.C. 17:27. A Proposer is further required to comply with all other Equal Employment Opportunity requirements as described herein as well as any other applicable Federal or State statutes or regulations. **(See Exhibit L)** Pursuant to N.J.S.A. 10:2-1, the Carrier agrees that:

1. In the hiring of persons for the performance of work under this Contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this Contract, no Carrier, nor any person acting on behalf of such Carrier or subconsultant, shall, by reason of race,

creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

2. No Carrier, subconsultant, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this Contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such Contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

3. There may be deducted from the amount payable to the Carrier by the contracting public agency, under this Contract, a penalty of $50.00 for each person for each Calendar Day during which such person is discriminated against or intimidated in violation of the provisions of the Contract; and

4. This Contract may be canceled or terminated by the contracting public agency and all money due or to become due hereunder may be forfeited, for the violation of this section of the Contract occurring after notice to the Carrier from the contracting public agency of any prior violation of this section of the Contract.

J. Business Registration Certificate

Pursuant to N.J.S.A. 52:32-44, NJ TRANSIT is prohibited from entering into a Contract with an entity unless the Proposer, and each Subconsultant/Subcontractor that is required by law to be named in a Proposal, has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to Contract award or authorization, the Proposer shall provide NJ TRANSIT (the Contracting Agency) with its proof of Business Registration and that of any named Subconsultant(s)/Subcontractors.

Subconsultants/Subcontractors named in a Proposal shall provide proof of Business Registration to the Proposer, who in turn, shall provide it to NJ TRANSIT (the Contracting Agency) prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

1. The Carrier shall not enter into a Contract with a Subconsultant/ Subcontractor unless the Subconsultant/Subcontractor first provides the

Carrier with a valid proof of Business Registration.

2. The Carrier shall maintain and submit to NJ TRANSIT (the Contracting Agency) a list of Subconsultants/Subcontractors and their addresses that may be updated from time to time.

3. The Carrier and any Subconsultant providing goods or performing services under the Contract, and each of their affiliates, shall 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, (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 Taxation at (609) 292-6400. Form NJ-REG can be filed online at http://www.state.nj.us/treasury/revenue/busregcert.shtml.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a Business Registration as required, 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 proof of Business Registration not properly provided under a contract with NJ TRANSIT (the Contracting Agency).

Accordingly, the Proposer should submit with its Proposal the Business Registration Certificates for all team members, but no later than the date of Contract award.

K. Contractor's Certification of Eligibility

The Proposer shall certify on the Contractor's/Carrier's Certification of Eligibility form (Appendix O) that neither it, nor its subconsultants, are included on the State of New Jersey, Department of Treasury, Consolidated Debarment Report or on the State of New Jersey, Department of Labor and Workforce Development, Division of Wage and Hour Compliance, Prevailing Wage Debarment List.

Proposers shall also certify that neither it, nor any of its subconsultants, have any exclusions with the System for Award Management (SAM) on www.SAM.gov. If the Proposer, or any of its subconsultants are included on such report, the Proposer may not be eligible for award of Contract.

L. Equal Pay Act

Pursuant to N.J.S.A. 34:11-56.14, any employer, regardless of the location of the employer, who enters into a contract with a public body to perform qualifying services to the public body shall provide a report to the Commissioner of the New Jersey Department of Labor and Workforce Development, in a form promulgated by the Commissioner, of information regarding the compensation and hours worked by employees categorized by gender, race, ethnicity and job category.

Information regarding the Diane B. Allen Equal Pay Act and its requirements may be obtained from the New Jersey Department of Labor and Workforce Development (LWD) web site at: https://nj.gov/labor/equalpay/equalpay.html
LWD forms may be obtained from the online web site at:

https://nj.gov/labor/forms_pdfs/equalpayact/mw563(6-18)annualequalpay.pdf.

M. Ownership Disclosure

Pursuant to N.J.S.A. 52:25-24.2, in the event the Proposer is a corporation, partnership or limited liability company, it must complete and submit a current, Ownership Disclosure Form prior to the Proposal due date, or accompanying the Proposal. The Ownership Disclosure Form must set forth the names and addresses of all stockholders in a corporation who own ten percent (10%) or more of its stock, or of all the individual partners in the partnership who own a ten percent (10%) or greater interest, or of all the members in the limited liability company who own a ten percent (10%) or greater interest. If one or more stockholders, partners, or members is itself a corporation, partnership, or limited liability company, the stockholders holding ten percent (10%) of more of that corporation's stock, or the individual partners owning ten percent (10%) or greater interest in that partnership, or the members owning ten percent (10%) of greater interest in the limited liability company, shall also be listed. (See Appendix J)

To comply with this requirement, a Proposer with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a ten percent (10%) or greater beneficial interest in the publicly traded entity as of the last annual filing with the Securities and Exchange Commission, and, if there is any person that holds a ten percent (10%) or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a ten percent (10%) or greater beneficial interest.

Failure to submit the form prior to, or with the Proposal will result in the rejection of the Proposal

N. Source Disclosure Requirements – N.J.S.A. 52:34-13.2

Under N.J.S.A. 52:34-13.2, all contracts primarily for services awarded by NJ TRANSIT shall be performed within the United States, except when the Contracting Officer certifies in writing a finding that a required service cannot be provided by a Carrier or Subconsultant within the United States and the certification is approved by the President and Chief Executive Officer (CEO).

All Proposers seeking a Contract primarily for services with NJ TRANSIT must disclose the location, by country, where services under the contract, including subcontracted services, will be performed.

If any of the services cannot be performed within the United States, the Proposer shall state with specificity the reasons why the services cannot be so performed. NJ TRANSIT's Contracting Officer shall determine whether sufficient justification has been provided by the Proposer to form the basis of his certification that the services cannot be performed in the United States and whether to seek the approval of the President and Chief Executive Officer(CEO).

Accordingly, the Proposer should submit the attached Source Disclosure Certification form (**Appendix P**) with its Proposal. If the information is not submitted with the Proposal, it shall be submitted within five (5) Calendar Days of NJ TRANSIT's request.

Failure to submit sourcing information when requested by NJ TRANSIT shall preclude award of a contract to the Proposer.

Breach of Contract for Shift of Services outside of the United States

If, during the term of the Contract, the Consultant or Subconsultant, who had on Contract award declared that services would be performed in the United States, proceeds to shift the performance of the services outside the United States, the Consultant shall be deemed to be in breach of its Contract, which Contract shall be subject to termination for cause pursuant to Article 16 of the Agreement, attached as Appendix A unless previously approved by the Contracting Officer and the President & CEO.

O. Disclosure of Investment Activities in Iran

Pursuant to N.J.S.A. 52:32-55 et seq., a Proposer that, at the time of Contract award, is identified on a list created pursuant to such law by the New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran as described in such law, shall be ineligible to enter into a contract with NJ TRANSIT. As required by such law, prior to Contract award, the Proposer must complete the Iran Disclosure certification (**Appendix M**) to attest under penalty of perjury, that neither the person, nor entity nor any of its parents, subsidiaries or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. Failure to complete and submit this certification prior to execution of the Contract will preclude Contract award to the prospective awardee.

P. Joint Venture

A Proposer consisting of more than one (1) business entity must clearly identify itself in the Proposal as a joint venture. Each party to a joint venture shall provide financial data (i.e.: financial statement, D&B report, etc.) as a separate business entity. Each party to a joint venture shall bear, jointly and severally, the entire responsibility for Contract performance. The enclosed Statement of Joint Venture for Professional Services (**Appendix Q**) shall be executed by each joint venturer and submitted with its Proposal.

Q. Intentionally Left Blank.

R. Certification of Contracts, Grants, Loans & Cooperative Agreements (Byrd Anti-Lobbying)

The Proposer shall certify on Appendix T that to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any

person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

S. Certification of No Tax Liability or Felony Conviction

As a condition of any contract award, a private corporation, partnership, trust, joint-stock company, sole proprietorship, or any other business association, including each participant in a joint venture, must certify, under penalty of perjury, that it has no unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

As a condition of any contract award, any such entity must also certify that it has not been convicted of any felony criminal violation under any federal law within the 24 months preceding the date of contract award.

Furthermore, any such entity awarded a contract by NJ TRANSIT is responsible for flowing down the requirements of the above two paragraphs to all lower tier subcontractors or subconsultants (including sub-subcontractors and sub-subconsultants, etc.), without regard to the value of any such subagreement (or sub-subagreement, etc.).

The certification required hereunder is attached as Appendix U, and the conditions and obligations stated therein are continuing through and until the date of any contract award. If any of the conditions stated in the certification change prior to the date of contract award, for the prospective awardee or for any subcontractor or subconsultant (or sub-subcontractor or sub-subconsultant, etc.), the prospective awardee shall immediately notify the NJ TRANSIT contracting officer.

NEW JERSEY TRANSIT REQUEST FOR PROPOSAL NO. 21-030

MIDDLESEX COUNTY LOCAL BUS SERVICE

EXHIBIT A

ROUTE DESCRIPTION

801	Metro Park Loop
802	Metro Park Loop
803	Metro Park Loop
804	Metro Park Loop
805	Metro Park Loop
810	New Brunswick / Woodbridge Center
811	New Brunswick / South River
813	Perth Amboy / Middlesex County College
814	North Brunswick / New Brunswick / Middlesex County College
815	New Brunswick/ East Brunswick / Woodbridge Center
817	Perth Amboy / Campbell's Junction
818	New Brunswick / East Brunswick / Old Bridge
819	Piscataway / Plainfield / Metuchen / South Plainfield
822	North Plainfield / Plainfield

NJ TRANSIT
The Way To Go.

ROUTE DESCRIPTION FOR:

METROPARK LOOPS: 801-802-803-804-805

The 803 routing has been corrected and separated into two distinct directions of travel – 'To Metropark' and 'To Woodbridge Rail Station'.

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METROPARK SHUTTLE ROUTE #802 VIA WOODBRIDGE CORPORATE CENTER 2
METROPARK SHUTTLE ROUTE #803 METROPARK TO WOODBRIDGE RAIL STATION 2
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METROPARK SHUTTLE ROUTE #805 FORDS TO METROPARK 4

ISSUED: JANUARY 13, 2017

NJ TRANSIT
ROUTE DESCRIPTION
METROPARK LOOPS: 801-802-803-804-805

METROPARK SHUTTLE ROUTE #801 (A.M. SERVICE)

FARE ZONE 1 - Beginning at Metropark Rail Station, **Woodbridge**

L	on	access road
R	on	Middlesex-Essex Turnpike
R	on	Wood Avenue
L	on	NJ 27 South

entering Edison

C	on	NJ 27 South
R	on	James Street to JFK Hospital
C	on	James Street
R	on	Grove Avenue
R	on	Oak Tree Road

entering Woodbridge

C	on	Oak Tree Road
C	on	Green Street
R	on	Middlesex-Essex Turnpike
R	to	Metropark Rail Station
C	on	access road
L	on	access road to bus stop at station

METROPARK SHUTTLE ROUTE #801 (P.M. SERVICE)

FARE ZONE 1 - Beginning at Metropark Rail Station, **Woodbridge**

L	on	access road
L	on	Middlesex-Essex Turnpike
L	on	Green Street
C	on	Oak Tree Road

entering Edison

C	on	Oak Tree Road
L	on	Grove Avenue
L	on	James Street
L	on	NJ 27 North (Lincoln Highway)
R	on	Evergreen Road
L	on	Thornall Street
C	on	Middlesex-Essex Turnpike

entering Woodbridge

L	to	Metropark Rail Station (far entrance)
C	on	access road
L	on	access road to bus stop at station

NJ TRANSIT
ROUTE DESCRIPTION
METROPARK LOOPS: 801-802-803-804-805

METROPARK SHUTTLE ROUTE #802

FARE ZONE 1 - Beginning at Metropark Rail Station, **Woodbridge**

L	on	access road
L	on	Middlesex-Essex Turnpike
R	on	Green Street
R	on	US 1 South
R	on	Gill Lane
L	on	Middlesex-Essex Turnpike
R	to	Metropark Rail Station
C	on	access road
L	on	access road to bus stop at station

METROPARK SHUTTLE ROUTE #802 VIA WOODBRIDGE CORPORATE CENTER

FARE ZONE 1 - Beginning at Metropark Rail Station, **Woodbridge**

L	on	access road
L	on	Middlesex-Essex Turnpike
R	on	Green Street
R	on	US 1 South
R	on	Ronson Road
L	on	Gill Lane
L	on	Middlesex-Essex Turnpike
R	to	Metropark Rail Station
C	on	access road
L	on	access road to bus stop at station

METROPARK SHUTTLE ROUTE #803 METROPARK TO WOODBRIDGE RAIL STATION

FARE ZONE 1 - Beginning at Metropark Rail Station, **Woodbridge**

L	on	access road
L	on	Middlesex-Essex Turnpike
R	on	Gill Lane
C	on	Woodbridge Center Drive

[SHORT TRIPS: Select trips end at the Woodbridge Center Drive at Plaza Drive bus stop.]

C	on	Mutton Hollow Road
BR	on	exit ramp toward Main Street
R	on	Main Street
L	on	Pearl Street to bus stop in front of train station

NJ TRANSIT
ROUTE DESCRIPTION
METROPARK LOOPS: 801-802-803-804-805

METROPARK SHUTTLE ROUTE #803 WOODBRIDGE RAIL STATION TO METROPARK

FARE ZONE 1 - Beginning at Woodbridge Rail Station, **Woodbridge**

C	on	Pearl Street
R	on	Green Street
R	on	Rahway Avenue
R	on	Main Street
R	on	Woodbridge Center Drive

[SHORT TRIPS: Select trips begin at the Woodbridge Center Drive at Plaza Drive bus stop].

C	on	Gill Lane
L	on	Middlesex-Essex Turnpike
R	to	Metropark Rail Station
C	on	access road
L	on	access road to bus stop at station

METROPARK SHUTTLE ROUTE #804 (A.M. SERVICE)

FARE ZONE 1 - Beginning at Metropark Rail Station, **Woodbridge**

L	on	access road
R	on	Middlesex-Essex Turnpike
R	on	Wood Avenue
L	on	Inman Avenue

entering Edison

C	on	Inman Avenue
L	on	Grove Avenue
L	on	New Dover Road
R	on	Wood Avenue
L	on	Oak Tree Road
R	on	Middlesex-Essex Turnpike

entering Woodbridge

C	on	Middlesex-Essex Turnpike
L	to	Metropark Rail Station (far entrance)
C	on	access road
L	on	access road to bus stop at station

METROPARK SHUTTLE ROUTE #804 (P.M. SERVICE)

FARE ZONE 1 - Beginning at Metropark Rail Station, **Woodbridge**

L	on	access road
R	on	Middlesex-Essex Turnpike
R	on	Wood Avenue

L on New Dover Road
entering Edison
C on New Dover Road
R on Grove Avenue
R on Inman Avenue
R on Wood Avenue
L on Middlesex-Essex Turnpike
entering Woodbridge
C on Middlesex-Essex Turnpike
L to Metropark Rail Station (far entrance)
C on access road
L on access road to bus stop at station

METROPARK SHUTTLE ROUTE #805 METROPARK TO FORDS

FARE ZONE 1 - Beginning at Metropark Rail Station, **Woodbridge**
L on access road
R on Middlesex-Essex Turnpike
entering Edison
C on Thornall Street
L on Evergreen Road
BR on Oakwood Avenue
L on Parsonage Road
[SHORT TRIPS: Select trips end at Menlo Park Mall at Parsonage Road at Lafayette Avenue.]
L on US 1 North
entering Woodbridge
C on US 1 North
R on Ford Avenue
C on Ford Avenue to Main Street

METROPARK SHUTTLE ROUTE #805 FORDS TO METROPARK

FARE ZONE 1 - Beginning at Main Street and Ford Avenue, **Woodbridge**
C on Ford Avenue
L on US 1 South
entering Edison
C on US 1 South
BR on Lafayette Avenue
[SHORT TRIPS: Select trips begin at Parsonage Road at Lafayette Avenue.]
R on Parsonage Road
R on Oakwood Avenue

NJ TRANSIT
ROUTE DESCRIPTION
METROPARK LOOPS: 801-802-803-804-805

BL	on	Evergreen Road
R	on	Thornall Street

entering Woodbridge

C	on	Middlesex-Essex Turnpike
L	to	Metropark Rail Station (far entrance)
C	on	access road
L	on	access road to bus stop at station

NJ TRANSIT
The Way To Go.

ROUTE DESCRIPTION FOR:

810 NEW BRUNSWICK – WOODBRIDGE CENTER

Route description updated to clarify fare zones.

INDEX **PAGE**

NEW BRUNSWICK TO WOODBRIDGE CENTER 1
WOODBRIDGE CENTER TO NEW BRUNSWICK 2

ISSUED: AUGUST 31, 2013

NJ TRANSIT
ROUTE DESCRIPTION
810 NEW BRUNSWICK – WOODBRIDGE CENTER

NEW BRUNSWICK TO WOODBRIDGE CENTER

FARE ZONE 1 – Bus stop on Somerset Street at George Street, **New Brunswick**

L	on	George Street
R	on	Johnson Drive
C	on	Johnson Drive
L	on	Albany Street

entering Highland Park

C	on	NJ 27 North (Raritan Avenue)

entering Edison

C	on	NJ 27 North

FARE ZONE 1/2 BREAK - NJ 27 at I-287

;entering Metuchen

C	on	Essex Avenue
L	on	Lake Avenue
R	on	Amboy Avenue
L	on	Main Street
L	on	New Street
R	on	Center Street
R	on	NJ 27 North
R	on	Main Street
L	on	Amboy Avenue

entering Edison

C	on	Amboy Avenue
L	on	US 1 North
BR	on	Menlo Park Drive
R	on	access road adjacent to Office Building
C	to	Menlo Park Mall bus stop at mall entrance
L	at	aisle at corner of building
R	on	Menlo Park Drive
C	on	Menlo Park Drive
R	on	Parsonage Road
L	on	US 1 North

entering Woodbridge

C	on	US 1 North
R	on	Ford Avenue
L	on	Main Street
R	on	Antares Drive
L	on	Mutton Hollow Road
C	on	Woodbridge Center Drive
R	into	Woodbridge Center (3rd entrance – closest to US 1)
C	on	mall access road
R	on	mall access road in front of Sears

R on mall access road (between Sears and Red Robin Gourmet Burger) to bus stop island, **Woodbridge**

WOODBRIDGE CENTER TO NEW BRUNSWICK

FARE ZONE 2 – Woodbridge Center Mall bus stop, **Woodbridge**

C on mall access road leading to 2nd entrance/exit
L on Woodbridge Center Drive
R on Main Street
R on Ford Avenue
L on US 1 South

entering Edison

C on US 1 South
BR on Lafayette Avenue
R on Parsonage Road
L on Menlo Park Drive
L on access road adjacent to office building
C on mall access road to bus stop at mall entrance
L on aisle at corner of building
L on Menlo Park Drive
R on US 1 South
BR on ramp to Amboy Avenue
R on Amboy Avenue

entering Metuchen

C on Amboy Avenue
R on Main Street
L on New Street
R on Center Street
R on NJ 27 North
R on Main Street
R on Amboy Avenue
L on Lake Avenue (NJ 27 South)
R on Essex Avenue (NJ 27 South)

entering Edison

FARE ZONE 2/1 BREAK - NJ 27 at I-287

C on NJ 27 South

entering Highland Park

C on Raritan Avenue (NJ 27 South)

entering New Brunswick

C on Albany Street
R on George Street

NJ TRANSIT
ROUTE DESCRIPTION
810 NEW BRUNSWICK – WOODBRIDGE CENTER

C on George Street to bus stop at Albany Avenue, **New Brunswick**

Most Recent Change
Issued: August 31, 2013

NJ TRANSIT
The Way To Go.

ROUTE DESCRIPTION FOR:

811 NEW BRUNSWICK – SOUTH RIVER

The first/last bus stop in New Brunswick has been updated to show the correct location on eastbound Easton Avenue at Richardson Street.

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ISSUED: JUNE 24, 2017

NJ TRANSIT
ROUTE DESCRIPTION
811 NEW BRUNSWICK – SOUTH RIVER

NEW BRUNSWICK TO SOUTH RIVER

FARE ZONE 1 - Easton Avenue at Richardson Street, **New Brunswick**

C	on	Easton Avenue
L	on	Somerset Street
R	on	George Street
R	on	Remsen Avenue
L	on	Sandford Street
R	on	Georges Road

entering North Brunswick

L	into	Brunswick Shopping Center

FARE ZONE 1/2 BREAK - North Brunswick Shopping Center bus stop

C	on	access road to bus stop at Bagel Bazaar (just past McDonald's)
L	on	access road (first aisle after bus stop)
R	on	access road
L	on	exit to Milltown Road
R	on	Milltown Road

entering Milltown

C	on	Main Street

entering East Brunswick

C	on	Milltown Road
BR	on	Ryders Lane
R	on	Civic Center Drive
C	on	Rues Lane
L	on	Winton Road
R	on	Ryders Lane
C	on	Rues Lane
L	on	first entrance into Brunswick Square Mall
R	on	inner access road (closest to Macy's)
L	on	access road adjacent to Macy's
R	on	access road
L	on	access road
L	on	access road
R	on	second exit to Rues Lane
L	on	Rues Lane
L	on	NJ-18 North
R	on	Racetrack Road
L	on	Old Bridge Turnpike

entering South River

C	on	Old Bridge Turnpike
R	on	Main Street
R	on	Jackson Street
C	on	Jackson Street to end of line between Raritan Avenue and Wilson Avenue

NJ TRANSIT
ROUTE DESCRIPTION
811 NEW BRUNSWICK – SOUTH RIVER

NEW BRUNSWICK TO SOUTH RIVER VIA MARTIN GERBER APARTMENTS

FARE ZONE 1 - Easton Avenue at Richardson Street, **New Brunswick**

C	on	Easton Avenue
L	on	Somerset Street
R	on	George Street
R	on	Remsen Avenue

entering North Brunswick

C	on	Remsen Avenue
L	on	Nassau Street
R	on	Georges Road
C	on	Georges Road
L	into	Brunswick Shopping Center

FARE ZONE 1/2 BREAK - Brunswick Shopping Center bus stop

C	on	access road to bus stop at Bagel Bazaar (just past McDonald's)
L	on	access road (first aisle after bus stop)
R	on	access road
L	on	exit to Milltown Road
R	on	Milltown Road

entering Milltown

C	on	Main Street

entering East Brunswick

C	on	Milltown Road
BR	on	Ryders Lane
R	on	Civic Center Drive
C	on	Rues Lane
L	on	Winton Road
R	on	Ryders Lane
C	on	Rues Lane
L	on	first entrance into Brunswick Square Mall
R	on	inner access road (closest to Macy's)
L	on	access road adjacent to Macy's
R	on	access road
L	on	access road
L	on	access road
R	on	second exit to Rues Lane
L	on	Rues Lane
L	on	NJ-18 North
R	on	Racetrack Road
L	on	Old Bridge Turnpike

entering South River

C	on	Old Bridge Turnpike
R	on	Main Street
R	on	Jackson Street

C on Jackson Street to end of line between Raritan Avenue and Wilson Avenue

SOUTH RIVER TO NEW BRUNSWICK

FARE ZONE 2 - Jackson Street between Raritan Avenue at Wilson Avenue, **South River**

C on Jackson Street
L on Obert Street
L on Main Street
L on Old Bridge Turnpike
entering East Brunswick
C on Old Bridge Turnpike
R on Racetrack Road
L on NJ 18 South
BR on exit for Rues Lane
R on Rues Lane
BR on third entrance to Brunswick Square Mall
R on inner access road (closest to Macy's)
L on access road adjacent to Macy's
R on access road
L on access road
L on access road
R on first exit to Rues lane
R on Rues Lane
C on Ryders Lane
L on Winton Road
R on Rues Lane
C on Civic Center Drive
L on Ryders Lane
L on Milltown Road
entering Milltown
C on Main Street
entering North Brunswick
C on Milltown Road
L on Georges Road
L into Brunswick Shopping Center

FARE ZONE 2/1 BREAK –Brunswick Shopping Center

C on access road to bus stop at Bagel Bazaar (just past McDonald's)
L on access road (first aisle after bus stop)
R on access road
L on exit to Milltown Road
L on Milltown Road
R on Georges Road

entering New Brunswick

C	on	Georges Road
L	on	Sandford Street
R	on	Remsen Avenue
L	on	George Street
L	on	Somerset Street
R	on	Easton Avenue
R	on	Richardson Street
L	on	Wyckoff Street
L	on	Huntington Street
L	on	Easton Avenue to end of line at Richardson Street

SOUTH RIVER TO NEW BRUNSWICK VIA MARTIN GERBER APARTMENTS

FARE ZONE 2 - Jackson Street between Raritan Avenue at Wilson Avenue, **South River**

C	on	Jackson Street
L	on	Obert Street
L	on	Main Street
L	on	Old Bridge Turnpike

entering East Brunswick

C	on	Old Bridge Turnpike
R	on	Racetrack Road
L	on	NJ 18 South
BR	on	exit for Rues Lane
R	on	Rues Lane
BR	on	third entrance to Brunswick Square Mall
R	on	inner access road (closest to Macy's)
L	on	access road adjacent to Macy's
R	on	access road
L	on	access road
L	on	access road
R	on	first exit to Rues lane
R	on	Rues Lane
C	on	Ryders Lane
L	on	Winton Road
R	on	Rues Lane
C	on	Civic Center Drive
L	on	Ryders Lane
L	on	Milltown Road

entering Milltown

C	on	Main Street

entering North Brunswick

C	on	Milltown Road

NJ TRANSIT
ROUTE DESCRIPTION
811 NEW BRUNSWICK – SOUTH RIVER

L	on	Georges Road
L	into	Brunswick Shopping Center

FARE ZONE 2/1 BREAK –Brunswick Shopping Center

C	on	access road to bus stop at Bagel Bazaar (just past McDonald's)
L	on	access road (first aisle after bus stop)
R	on	access road
L	on	exit to Milltown Road
L	on	Milltown Road
R	on	Georges Road
L	on	Nassau Street
R	on	Remsen Avenue

entering New Brunswick

C	on	Remsen Avenue
L	on	George Street
L	on	Somerset Street
R	on	Easton Avenue
R	on	Richardson Street
L	on	Sicard Street
L	on	Huntington Street
L	on	Easton Avenue to end of line at Richardson Street

Most Recent Change
Issued: June 24, 2017

NJ TRANSIT
The Way To Go.

ROUTE DESCRIPTION FOR:

813 PERTH AMBOY – MIDDLESEX COUNTY COLLEGE

The Perth Amboy trips to Middlesex County College via Raritan Center will now operate via Northfield Avenue.

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ISSUED: April 7, 2018

NJ TRANSIT
ROUTE DESCRIPTION
813 PERTH AMBOY – MIDDLESEX COUNTY COLLEGE

MIDDLESEX COUNTY COLLEGE TO PERTH AMBOY

FARE ZONE 1 - Middlesex County College bus stop, **Edison**

L on Otlowski Drive
L on Parkside Drive
R on College Drive East
R on Mill Road
R on Woodbridge Avenue
L on Main Street

entering Metuchen

C on Main Street
L on New Street
R on Center Street
R on NJ 27 North
R on Main Street

[METUCHEN SHORT TRIPS: Selected trips begin on Main Street at NJ 27 bus stop]

L on Amboy Avenue

entering Edison

C on Amboy Avenue

entering Fords

C on New Brunswick Avenue

entering Perth Amboy

C on New Brunswick Avenue
R on Prospect Street
L on Smith Street
L on High Street
R on Washington Street
R on Rector Street to layover

MIDDLESEX COUNTY COLLEGE TO PERTH AMBOY VIA HELLER INDUSTRIAL PARK AND KING GEORGES POST ROAD

FARE ZONE 1 - Middlesex County College bus stop, **Edison**

L on Otlowski Drive
L on Parkside Drive
R on College Drive East
L on Mill Road
R on Distribution Boulevard
L on Corporation Row

[HELLER INDUSTRIAL PARK SHORT TRIPS: One trip begins on Corporation Row at Distribution Center]

L on Executive Avenue
R on Mill Road
L on Heller Park Lane (second left)

C on Heller Park Lane
R on Mill Road
R on Woodbridge Avenue
R on Raritan Center Parkway
R on Fieldcrest Avenue
R on Northfield Avenue
L on Fernwood Avenue
L on Newfield Avenue
L on Raritan Center Parkway
R on King Georges Post Road
R on Amboy Avenue

entering Fords

C on New Brunswick Avenue

entering Perth Amboy

C on New Brunswick Avenue
R on Prospect Street
L on Smith Street
L on High Street
R on Washington Street
R on Rector Street to layover, **Perth Amboy**

PERTH AMBOY TO MIDDLESEX COUNTY COLLEGE (SATURDAY SERVICE)

FARE ZONE 1 - Rector Street at Washington Street, Perth Amboy

C on Rector Street
R on Smith Street
R on Oak Street
L on New Brunswick Avenue

entering Fords

C on New Brunswick Avenue

entering Edison

C on Amboy Avenue

entering Metuchen

C on Amboy Avenue
R on Main Street
L on New Street
R on Center Street
R on NJ 27 North
R on Main Street

[METUCHEN SHORT TRIPS: Selected trips end on Main Street at NJ 27 bus stop]

entering Edison

C on Main Street
R on Woodbridge Avenue
L on Mill Road

L on College Drive
L to Middlesex County College bus stop (at "buses only" sign)

MIDDLESEX COUNTY COLLEGE TO PERTH AMBOY VIA RARITAN CENTER

FARE ZONE 1 - Middlesex County College bus stop, Edison
L on Otlowski Drive
L on Parkside Drive
R on College Drive East
R on Mill Road
R on Woodbridge Avenue
R on Raritan Center Parkway
R on Fieldcrest Avenue
L on Raritan Center Parkway
L on Woodbridge Avenue
R on Main Street
entering Metuchen
C on Main Street
L on New Street
R on Center Street
R on NJ 27 North
R on Main Street
L on Amboy Avenue
entering Edison
C on Amboy Avenue
entering Fords
C on New Brunswick Avenue
entering Perth Amboy
C on New Brunswick Avenue
R on Prospect Street
L on Smith Street
L on High Street
R on Washington Street
R on Rector Street to layover, **Perth Amboy**

PERTH AMBOY TO MIDDLESEX COUNTY COLLEGE VIA KING GEORGES POST ROAD

FARE ZONE 1 - Rector Street at Washington Street, **Perth Amboy**
C on Rector Street
R on Smith Street

R on Oak Street
L on New Brunswick Avenue
entering Fords
C on New Brunswick Avenue
entering Edison
C on Amboy Avenue
L on King Georges Post Road
C on Fieldcrest Avenue
R on Northfield Avenue
L on Fernwood Avenue
L on Newfield Avenue
L on Raritan Center Parkway

[EDISON SHORT TRIP: One trip ends on Raritan Center Parkway at McGaw Drive]

L on Woodbridge Avenue
L on Mill Road
L on College Drive
L to Middlesex County College bus stop (at "buses only" sign)

PERTH AMBOY TO MIDDLESEX COUNTY COLLEGE VIA KING GEORGES POST ROAD AND HELLER INDUSTRIAL PARK

FARE ZONE 1 - Rector Street at Washington Street, **Perth Amboy**

C on Rector Street
R on Smith Street
R on Oak Street
L on New Brunswick Avenue
entering Fords
C on New Brunswick Avenue
entering Edison
C on Amboy Avenue
L on King Georges Post Road
C on Fieldcrest Avenue
R on Northfield Avenue
L on Fernwood Avenue
L on Newfield Avenue
L on Raritan Center Parkway
L on Woodbridge Avenue
L on Mill Road
R on Distribution Boulevard
L on Corporation Row
L on Executive Avenue
R on Mill Road
L on Heller Park Lane (second left)
C on Heller Park Lane

R	on	Mill Road
R	on	College Drive
L	to	Middlesex County College bus stop (at "buses only" sign)

PERTH AMBOY TO MIDDLESEX COUNTY COLLEGE VIA RARITAN CENTER

FARE ZONE 1 - Rector Street at Washington Street, **Perth Amboy**

C	on	Rector Street
R	on	Smith Street
R	on	Oak Street
L	on	New Brunswick Avenue
entering Fords		
C	on	New Brunswick Avenue
entering Edison		
C	on	Amboy Avenue
entering Metuchen		
C	on	Amboy Avenue
R	on	Main Street
L	on	New Street
R	on	Center Street
R	on	NJ 27 North
R	on	Main Street
C	on	Main Street
entering Edison		
C	on	Main Street
L	on	Woodbridge Avenue
R	on	Raritan Center Parkway
R	on	Fieldcrest Avenue
L	on	Raritan Center Parkway
L	on	Woodbridge Avenue
L	on	Mill Road
L	on	College Drive
L	to	Middlesex County College bus stop (at "buses only" sign)

NJ TRANSIT
The Way To Go.

ROUTE DESCRIPTION FOR:

814 NORTH BRUNSWICK – NEW BRUNSWICK – MIDDLESEX COUNTY COLLEGE

Updated to reflect new, standardized, schedules. Service via Hermann Rd. has been discontinued due to low ridership.

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ISSUED: JUNE 22, 2019

NJ TRANSIT
ROUTE DESCRIPTION
814 NORTH BRUNSWICK – NEW BRUNSWICK – MIDDLESEX COUNTY COLLEGE

DEVRY UNIVERSITY TO MIDDLESEX COUNTY COLLEGE

FARE ZONE 1 – DeVry University bus stop, **North Brunswick**

C	on	DeVry University access road
L	on	Silverline Drive (crossing under US 1)
L	on	access road in front of the Technology Center of NJ
BL	on	US 1 South
R	on	Milltown Road
L	on	Georges Road
L	at	Brunswick Shopping Center
C	on	access road to bus stop at Bagel Bazaar (just past McDonald's)

[BRUNSWICK SHOPPING CENTER SHORT TRIPS: Selected trips begin at the Brunswick Shopping Center bus stop]

L	on	access road (first aisle after bus stop)
R	on	access road
L	on	exit to Milltown Road
L	on	Milltown Road
L	on	Georges Road
L	on	entrance ramp to US 1 South
C	on	US 1 South
R	into	Wal-Mart Shopping Center main entrance
C	on	access road to Burlington Coat Factory bus stop

[WAL-MART SHORT TRIPS: Selected trips begin at the Burlington Coat Factory bus stop]

L	on	aisle past bus stop
L	on	access road to US 1 exit
R	on	US 1 South
R	on	North Oaks Boulevard
C	on	North Oaks Boulevard
R	on	Livingston Avenue

entering New Brunswick

C	on	Livingston Avenue
L	on	George Street

[NEW BRUNSWICK SHORT TRIPS: Selected trips end at the bus stop on George St at Albany Street]

L	on	Hamilton Street
L	on	College Avenue
L	on	Somerset Street
L	on	George Street
R	on	Johnson Drive
C	on	Johnson Drive
L	on	Albany Street

entering Highland Park

C	on	Raritan Avenue (NJ 27 North)
BR	on	Woodbridge Avenue

entering Edison

C	on	Woodbridge Avenue
R	on	Mill Road
L	on	College Drive
L	on	Middlesex County College access road to bus stop (at buses only sign)

MIDDLESEX COUNTY COLLEGE TO DEVRY UNIVERSITY

FARE ZONE 1 – Middlesex County College bus stop, **Edison**

L	on	Otlowski Drive
L	on	Parkside Drive
R	on	College Drive East
R	on	Mill Road
L	on	Woodbridge Avenue

entering Highland Park

C	on	Woodbridge Avenue
C	on	Raritan Avenue (NJ 27 South)

entering New Brunswick

C	on	Albany Street
R	on	George Street
L	on	Hamilton Street
L	on	College Avenue
L	on	Somerset Street

[NEW BRUNSWICK SHORT TRIPS: Selected trips begin at the bus stop on Somerset Street at George Street]

R	on	George Street
R	on	Livingston Avenue

entering North Brunswick

C	on	Livingston Avenue
L	on	North Oaks Boulevard
L	on	US 1 North
BR	on	Wal-Mart Shopping Center jughandle
C	into	Wal-Mart Shopping Center main entrance
C	on	access road to Burlington Coat Factory bus stop

[WAL-MART SHORT TRIPS: Selected trips end at the Burlington Coat Factory bus stop]

L	on	aisle past bus stop
L	on	access road to US 1 exit
L	on	US 1 North

BR	on	exit toward Georges Road
L	on	Georges Rd
R	at	Brunswick Shopping Center
C	on	access road to bus stop at Bagel Bazaar (just past McDonald's)

[BRUNSWICK SHOPPING CENTER SHORT TRIPS: Selected trips end at the Brunswick Shopping Center bus stop]

L	on	access road (first aisle after bus stop)
R	on	access road
L	on	exit to Milltown Road
R	on	Milltown Road
L	on	exit ramp to US 1 North
C	on	US 1 North
BR	on	exit ramp toward the Technology Centre of New Jersey
R	on	DeVry access road to DeVry Bus Stop

MIDDLESEX COUNTY COLLEGE TO WAL-MART VIA HELLER INDUSTRIAL PARK

FARE ZONE 1 – Middlesex County College bus stop, **Edison**

L	on	Otlowski Drive
L	on	Parkside Drive
R	on	College Drive East
L	on	Mill Road
R	on	Distribution Boulevard
L	on	Corporation Row
L	on	Executive Avenue
L	on	Mill Road
L	on	Woodbridge Avenue
L	on	Woodbridge Avenue

entering Highland Park

C	on	Woodbridge Avenue
C	on	Raritan Avenue (NJ 27 South)

entering New Brunswick

C	on	Albany Street
R	on	George Street
L	on	Hamilton Street
L	on	College Avenue
L	on	Somerset Street
R	on	George Street
R	on	Livingston Avenue

entering North Brunswick

C	on	Livingston Avenue
L	on	North Oaks Boulevard

L	on	US 1 North
BR	on	Wal-Mart Shopping Center jughandle
C	into	Wal-Mart Shopping Center main entrance
C	on	access road to Burlington Coat Factory bus stop

WAL-MART TO MIDDLESEX COUNTY COLLEGE VIA HELLER INDUSTRIAL PARK

FARE ZONE 1 – Burlington Coat Factory bus stop, **North Brunswick**

L	on	aisle past bus stop
L	on	access road to US 1 exit
R	on	US 1 South
R	on	North Oaks Boulevard
C	on	North Oaks Boulevard
R	on	Livingston Avenue
entering New Brunswick		
C	on	Livingston Avenue
L	on	George Street
L	on	Hamilton Street
L	on	College Avenue
L	on	Somerset Street
L	on	George Street
R	on	Johnson Drive
C	on	Johnson Drive
L	on	Albany Street
entering Highland Park		
C	on	Raritan Avenue (NJ 27 North)
BR	on	Woodbridge Avenue
entering Edison		
C	on	Woodbridge Avenue
R	on	Mill Road
C	on	Mill Road
R	on	Distribution Boulevard
L	on	Corporation Row
L	on	Executive Avenue
L	on	Mill Road
R	on	College Drive
L	on	Middlesex County College access road to bus stop (at buses only sign)

NJ TRANSIT
The Way To Go.

ROUTE DESCRIPTION FOR:

815 NEW BRUNSWICK – EAST BRUNSWICK – WOODBRIDGE CENTER

Removed short trips between Perth Amboy and Woodbridge. Reroute to serve Sayreville Park and Ride. Fixed typos.

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ISSUED: June 22, 2019

NJ TRANSIT
ROUTE DESCRIPTION
815 NEW BRUNSWICK – EAST BRUNSWICK – WOODBRIDGE CENTER

NEW BRUNSWICK TO WOODBRIDGE CENTER

FARE ZONE 1 – Bus stop on Somerset Street at George Street, **New Brunswick**

R on George Street
BR on Roundabout
C on George Street
BR on NJ 18 South
R on US 1 North ramp
R on NJ 18 North ramp
BL on Tunison Road
R on Burnet Street

entering East Brunswick

C on Burnet Street
R on Tower Center Boulevard
L on NJ 18 South
C on NJ 18 South

FARE ZONE 1/2 BREAK - NJ 18 at Tices Lane

C on NJ 18 South
BR on jughandle to Ferris Street
L on Ferris Street

entering South River

C on Ferris Street
R on Old Bridge Turnpike
C on Old Bridge Turnpike
L on Hillside Avenue
L on Main Street

[One trip begins on Main Street at Jackson Street in South River]

entering Sayreville

C on Washington Road

FARE ZONE 2/3 BREAK - Washington & Ernston Roads

C on Raritan Street
L on Val Street
L on Raritan Avenue
L on access road leading to bus stop
C on Raritan Street
L on Washington Avenue

entering South Amboy

C on Washington Avenue
BL on Main Street
R on Stevens Avenue
L on Bordentown Avenue
L on Broadway
R on Main Street

entering Sayreville

C	on	Main Street
C	on	NJ 35 North

FARE ZONE 3/4 BREAK - Perth Amboy-Sayreville town line at Victory Bridge over Raritan River

entering Perth Amboy

C	on	NJ 35 North
R	on	Smith Street
L	on	High Street
L	on	Fayette Street
R	on	State Street
L	on	Hall Avenue
R	on	Amboy Avenue
L	on	ramp to NJ 440 South (Waltrous Avenue)
R	on	ramp to NJ 35 North
C	on	Convery Boulevard (NJ 35 North)

entering Woodbridge

C	on	Convery Boulevard (NJ 35 North)
C	on	Amboy Avenue
L	on	Main Street
R	on	Woodbridge Center Drive
R	into	Woodbridge Center (3rd entrance closest to US 1)
C	on	mall access road
R	on	mall access road in front of Sears
R	on	mall access road (between Sears and Charlie Brown's) to bus stop island

NEW BRUNSWICK TO WOODBRIDGE CENTER VIA FAITH FELLOWSHIP MINISTRIES

FARE ZONE 1 – Bus stop on Somerset Street at George Street, **New Brunswick**

R	on	George Street
BR	on	Roundabout
C	on	George Street
BR	on	NJ 18 South
R	on	US 1 North ramp
R	on	NJ 18 North ramp
BL	on	Tunison Road
R	on	Burnet Street

entering East Brunswick

C	on	Burnet Street
R	on	Tower Center Boulevard
L	on	NJ 18 South

C on NJ 18 South
FARE ZONE 1/2 BREAK - NJ 18 at Tices Lane
C on NJ 18 South
BR on jughandle to Ferris Street
L on Ferris Street
entering South River
C on Ferris Street
R on Old Bridge Turnpike
C on Old Bridge Turnpike
L on Hillside Avenue
L on Main Street
entering Sayreville
C on Washington Road
FARE ZONE 2/3 BREAK - Washington & Ernston Roads
C on Raritan Street
L on Val Street
L on Raritan Avenue
L on access road leading to bus stop
C on Raritan Street
L on Washington Avenue
entering South Amboy
C on Washington Avenue
BL on Main Street
R on Stevens Avenue
L on Bordentown Avenue
L on Broadway
R on Main Street
entering Sayreville
C on Main Street
C on NJ 35 North
BL on Ramp to US 9 NJ 35 South
BR on Chevalier Avenue
L on Main Street Extension
R on Kennedy Drive (via right jug handle)
L on Kennedy Drive
L on Main Street Extension
R on Chevalier Avenue
L on NJ 35 North
C on NJ 35 North
FARE ZONE 3/4 BREAK - Perth Amboy-Sayreville town line at Victory Bridge over Raritan River
entering Perth Amboy
C on NJ 35 North
R on Smith Street

L	on	High Street
L	on	Fayette Street
R	on	State Street
L	on	Hall Avenue
R	on	Amboy Avenue
L	on	ramp to NJ 440 South (Waltrous Avenue)
R	on	ramp to NJ 35 North
C	on	Convery Boulevard (NJ 35 North)

entering Woodbridge

C	on	Convery Boulevard (NJ 35 North)
C	on	Amboy Avenue
L	on	Main Street
R	on	Woodbridge Center Drive
R	into	Woodbridge Center (3rd entrance closest to US 1)
C	on	mall access road
R	on	mall access road in front of Sears
R	on	mall access road (between Sears and Charlie Brown's) to bus stop island, **Woodbridge**

WOODBRIDGE TO NEW BRUNSWICK

FARE ZONE 4 - Woodbridge Center Mall bus stop island between Sears and Charlie Brown's, **Woodbridge**

C	on	mall access road leading to 2nd entrance/exit
L	on	Woodbridge Center Drive
BR	on	ramp to Main Street
C	on	Main Street
R	on	Amboy Avenue
C	on	Convery Boulevard

entering Perth Amboy

C	on	Convery Boulevard
R	on	Pfeiffer Boulevard (follow NJ Route 440 State Street-Staten Island sign)
BL	at	NJ Routes 35/440 Sign
BR	at	"To NJ Route 35 Sign"
C	to	Traffic Light
BL	on	Amboy Avenue
C	on	Service Road
BR	on	Grove Street
R	on	Amboy Avenue
L	on	Hall Avenue
R	on	State Street
L	on	Fayette Street
R	on	High Street

R on Smith Street

[One trip begins on Smith Street at High Street in Perth Amboy]

L on NJ 35 South

FARE ZONE 4/3 BREAK – Perth Amboy-Sayreville Line at Victory Bridge over Raritan River

entering Sayreville

C on NJ 35 South
L on Main Street

entering South Amboy

C on Main Street
L on Broadway
R on Bordentown Avenue
R on Stevens Avenue
L on Main Street
BR on Washington Avenue

entering Sayreville

R on Raritan Street
L on Val Street
L on Raritan Avenue
L on access road leading to bus stop
C on Raritan Street
C on Washington Road

FARE ZONE 3/2 BREAK – Washington Road and Ernston Road

C on Washington Road

entering South River

C on Main Street
R on Hillside Avenue
R on Old Bridge Turnpike
L on Ferris Street

entering East Brunswick

R on NJ 18 North

FARE ZONE 2/1 BREAK - NJ 18 at Tices Lane

C on NJ 18 North
R on Tower Center Parkway
L on Burnet Street

entering New Brunswick

C on Burnet Street
BL on ramp to US 1 North
BL on ramp to US 1 South
BR on NJ 18 North access ramp (follow New Brunswick signs)
C on NJ 18 North
BR on NJ 18 Local Lanes
BL on NJ 172 Douglass/Cook Exit
C on George Street

BR	on	Roundabout
BR	on	George Street
C	on	George Street
C	on	George Street to bus stop at Albany Street, **New Brunswick**

WOODBRIDGE TO NEW BRUNSWICK VIA FAITH FELLOWSHIP MINISTRIES

FARE ZONE 4 - Woodbridge Center Mall bus stop island between Sears and Charlie Brown's, **Woodbridge**

C	on	mall access road leading to 2nd entrance/exit
L	on	Woodbridge Center Drive
BR	on	ramp to Main Street
C	on	Main Street
R	on	Amboy Avenue
C	on	Convery Boulevard

entering Perth Amboy

C	on	Convery Boulevard
R	on	Pfeiffer Boulevard (follow NJ Route 440 State Street-Staten Island sign)
BL	at	NJ Routes 35/440 Sign
BR	at	"To NJ Route 35 Sign"
C	to	Traffic Light
BL	on	Amboy Avenue
C	on	Service Road
BR	on	Grove Street
R	on	Amboy Avenue
L	on	Hall Avenue
R	on	State Street
L	on	Fayette Street
R	on	High Street
R	on	Smith Street
L	on	NJ 35 South

FARE ZONE 4/3 BREAK – Perth Amboy-Sayreville Line at Victory Bridge over Raritan River

entering Sayreville

C	on	NJ 35 South
BR	on	Ramp to US 9 NJ 35 South
BR	on	Chevalier Avenue
L	on	Main Street Extension
BR	on	Kennedy Drive (via right jug handle)
L	on	Kennedy Drive
L	on	Main Street Extension

R on Chevalier Avenue
R on Main Street
entering South Amboy
C on Main Street
L on Broadway
R on Bordentown Avenue
R on Stevens Avenue
L on Main Street
BR on Washington Avenue
entering Sayreville
R on Raritan Street
L on Val Street
L on Raritan Avenue
L on access road leading to bus stop
C on Raritan Street
C on Washington Road
FARE ZONE 3/2 BREAK – Washington Road and Ernston Road
C on Washington Road
entering South River
C on Main Street
R on Hillside Avenue
R on Old Bridge Turnpike
L on Ferris Street
entering East Brunswick
R on NJ 18 North
FARE ZONE 2/1 BREAK - NJ 18 at Tices Lane
C on NJ 18 North
R on Tower Center Parkway
L on Burnet Street
entering New Brunswick
C on Burnet Street
BL on ramp to US 1 North
BL on ramp to US 1 South
BR on NJ 18 North access ramp (follow New Brunswick signs)
C on NJ 18 North
BR on NJ 18 Local Lanes
BL on NJ 172 Douglass/Cook Exit
C on George Street
BR on Roundabout
BR on George Street
C on George Street
C on George Street to bus stop at Albany Street

NJ TRANSIT
The Way To Go.

ROUTE DESCRIPTION FOR:

817 PERTH AMBOY-CAMPBELL'S JUNCTION

Unused trip patterns have been removed.

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PERTH AMBOY TO CAMPBELL'S JUNCTION 1
CAMPBELL'S JUNCTION TO PERTH AMBOY 2

ISSUED: JUNE 22, 2019

NJ TRANSIT
ROUTE DESCRIPTION
817 PERTH AMBOY-CAMPBELL'S JUNCTION

PERTH AMBOY TO CAMPBELL'S JUNCTION

FARE ZONE 1– Rector Street at Washington Street, **Perth Amboy**

C on Rector Street
R on Smith Street
R on Oak Street
L on New Brunswick Avenue
L on Convery Boulevard (NJ 35 South)
entering Sayreville

FARE ZONE 1/2 BREAK - Perth Amboy-Sayreville town line on Victory Bridge over Raritan River

C on NJ 35 South
L on ramp to South Amboy
R on ramp to South Amboy
C on Main Street
R on Scott Avenue
L on Ridgeway Avenue
entering South Amboy
C on Ridgeway Avenue
R on Raritan Street
entering Sayreville
C on Raritan Street
L on Main Street
C on Washington Road
entering South Amboy
C on Washington Road
BL on Main Street
R on Broadway
R on Bordentown Road
L on Pine Street
entering Sayreville
C on Pine Street
C on NJ 35 South
entering Old Bridge

FARE ZONE 2/ 3 BREAK - Sayreville-Old Bridge town line

C on NJ 35 South
entering Keyport
C on NJ 35 South
R on ramp to "Keyport-Matawan"
R on Nappi Place
C on 4th Street overpass
L on Broadway
R on West Front Street
BL on Front Street

L on Broad Street
R on 1st Street
entering Union Beach
C on Broadway
L on Florence Avenue
R on Front Street
R on Union Avenue
L on NJ 36 South
entering Hazlet
C on NJ 36 South
entering Keansburg
FARE ZONE 3/4 BREAK - Hazlet-Keansburg town line
C on NJ 36 South
L on Palmer Avenue
C on Main Street
L on Church Street
R on Carr Avenue
R on Center Street
R on Main Street
L on Port Monmouth Road
entering Middletown
C on Port Monmouth Road
R on Bray Avenue
R on Thompson Avenue
L on NJ 36 South
R on Main Street
L on Maple Avenue
R on Garfield Avenue to end of line at Leonardville Road, **Middletown**

CAMPBELL'S JUNCTION TO PERTH AMBOY

FARE ZONE 4 - Garfield Avenue at Leonardville Road, **Middletown**
R in front of Deli Store
L on shopping center exit to Leonardville Road
R on Leonardville Road
R on Main Street
L on NJ 36 North
R on Thompson Avenue
L on Bray Avenue
L on Port Monmouth Road
entering Keansburg
C on Port Monmouth Road
R on Main Street

L on Church Street
R on Carr Avenue
R on Center Street
R on Main Street
C on Palmer Avenue
R on NJ 36 North
entering Hazlet
FARE ZONE 4/3 BREAK - Hazlet-Keansburg town line
C on NJ 36 North
entering Union Beach
C on NJ 36 North
R on Shore Road
L on Washington Avenue
R on Union Avenue
L on Front Street
L on Florence Avenue
R on Broadway
entering Keyport
C on 1st Street
L on Broad Street
R on Front Street
BR on West Front Street
L on Broadway
R on NJ 35 North
entering Old Bridge
C on NJ 35 North
entering Sayreville
FARE ZONE 3/2 BREAK - Old Bridge-Sayreville town line
C on NJ 35 North
C on Pine Street
entering South Amboy
C on Pine Street (BR on ramp to South Amboy business district)
R on Bordentown Avenue
L on Broadway
L on Main Street
BR on Washington Road
entering Sayreville
C on Washington Road
R on Raritan Street
entering South Amboy
C on Raritan Street
L on Ridgeway Street
entering Sayreville
C on Ridgeway Street

R on Scott Avenue
L on Main Street
C on NJ 35 North
entering Perth Amboy

FARE ZONE 2/1 BREAK - Perth Amboy-Sayreville town line on Victory Bridge over Raritan River

C on Victory Bridge (NJ 35 North)
R on New Brunswick Avenue
R on Prospect Street
L on Smith Street
L on High Street
R on Washington Street
R on Rector Street to layover, **Perth Amboy**

NJ TRANSIT
The Way To Go.

ROUTE DESCRIPTION FOR:

818 NEW BRUNSWICK - OLD BRIDGE

Service via Southwood Drive in Old Bridge has been discontinued. Typos corrected.

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NEW BRUNSWICK TO OLD BRIDGE VIA ROUTE 516 AND STRATFORD APARTMENTS 2
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OLD BRIDGE TO NEW BRUNSWICK VIA STRATFORD APARTMENTS AND ROUTE 516 4

ISSUED: APRIL 7, 2018

NJ TRANSIT
ROUTE DESCRIPTION
818 NEW BRUNSWICK - OLD BRIDGE

NEW BRUNSWICK TO OLD BRIDGE VIA ROUTE 516 AND ROTARY S.C. COMPLEX

FARE ZONE 1 – Bus stop on Somerset Street at George Street, **New Brunswick**

C	on	Somerset Street
R	on	George Street
BR	on	Roundabout
C	on	George Street
C	on	NJ 18 South
R	on	US 1 North ramp
R	on	NJ 18 North ramp
BL	on	Tunison Road
R	on	Burnet Street

entering East Brunswick

C	on	Tower Center Boulevard
R	on	Naricon Place
L	on	NJ 18 South

FARE ZONE 1/2 BREAK -Beginning on NJ 18 at Tices Lane

C	on	NJ 18 South
BR	on	exit for Rues Lane
R	on	Rues Lane
BR	on	third entrance to Brunswick Square Mall
R	on	inner access road (closest to Macy's)
L	on	access road adjacent to Macy's
R	on	access road
L	on	access road
L	on	access road
R	on	second exit to Rues Lane
L	on	Rues Lane
R	on	NJ 18 South

entering Old Bridge

C	on	NJ 18 South
BR	on	ramp to Route 516 (Matawan)
C	on	Route 516
R	on	Bushnell Road
L	on	Throckmorton Lane
C	on	Ticetown Road
L	on	Cottrell Road
L	on	Old Bridge Plaza
L	on	Pearl Harbor Drive

NJ TRANSIT
ROUTE DESCRIPTION
818 NEW BRUNSWICK - OLD BRIDGE

NEW BRUNSWICK TO OLD BRIDGE VIA ROUTE 516 AND STRATFORD APARTMENTS

FARE ZONE 1 – Bus stop on Somerset Street at George Street, **New Brunswick**

C	on	Somerset Street
R	on	George Street
BR	on	Roundabout
C	on	George Street
C	on	NJ 18 South
R	on	US 1 North ramp
R	on	NJ 18 North ramp
BL	on	Tunison Road
R	on	Burnet Street

entering East Brunswick

C	on	Tower Center Boulevard
R	on	Naricon Place
L	on	NJ 18 South

FARE ZONE 1/2 BREAK -Beginning on NJ 18 at Tices Lane

C	on	NJ 18 South
BR	on	exit for Rues Lane
R	on	Rues Lane
BR	on	third entrance to Brunswick Square Mall
R	on	inner access road (closest to Macy's)
L	on	access road adjacent to Macy's
R	on	access road
L	on	access road
L	on	access road
R	on	second exit to Rues Lane
L	on	Rues Lane
R	on	NJ 18 South

entering Old Bridge

C	on	NJ 18 South
BR	on	ramp to Route 516 (Matawan)
C	on	Route 516
R	on	ramp to US 9 North
R	on	US 9 North
R	on	jughandle for Jake Brown Road
L	on	US 9 South
R	on	ramp to Route 516 East (toward Matawan, 2nd right)
BR	on	Route 516 East
L	on	Pearl Harbor Drive
L	into	first parking lot entrance
R	on	access road behind parking lot
R	on	Pearl Harbor Drive

NJ TRANSIT
ROUTE DESCRIPTION
818 NEW BRUNSWICK - OLD BRIDGE

OLD BRIDGE TO NEW BRUNSWICK VIA ROTARY S.C. COMPLEX AND ROUTE 516

FARE ZONE 2 - Old Bridge Civic Center bus stop, **Old Bridge**

C	on	Pearl Harbor Drive
R	on	second parking lot entrance
R	on	access road behind parking lot
C	on	Old Bridge Plaza
R	on	Cottrell Road
R	on	Ticetown Road
C	on	Throckmorton Lane
R	on	Bushnell Road
L	on	Route 516
R	on	NJ 18 North

entering East Brunswick

C	on	NJ 18 North

[Trips not operating via Brunswick Square Mall should continue on NJ 18 North past the Mall]

BR	on	jughandle for Rues Lane
L	on	Rues Lane
BR	on	third entrance to Brunswick Square Mall
R	on	inner access road (closest to Macy's)
L	on	access road adjacent to Macy's
R	on	access road
L	on	access road
L	on	access road
R	on	second exit to Rues Lane
L	on	Rues Lane
L	on	NJ 18 North

FARE ZONE 2/1 BREAK -Beginning on NJ 18 at Tices Lane

R	on	NJ 18 North
R	on	Naricon Place (follow signs for Tower Center Boulevard)
L	on	Tower Center Boulevard

entering New Brunswick

C	on	Burnet Street
L	on	Tunison Road
BL	to	ramp to US 1 North
BL	on	ramp to US 1 South
BR	on	NJ 18 North access ramp (follow New Brunswick signs)
C	on	NJ 18 North
BR	on	NJ 18 Local Lanes
L	on	George Street (NJ 172)
C	on	George Street
BR	on	Roundabout

BR	on	George Street
C	on	George Street
C	to	bus stop at Albany Avenue

OLD BRIDGE TO NEW BRUNSWICK VIA STRATFORD APARTMENTS AND ROUTE 516

FARE ZONE 2 - Old Bridge Civic Center bus stop, **Old Bridge**

C	on	Pearl Harbor Drive
R	on	Route 516
R	on	ramp to US 9 North
R	on	US 9 North
R	on	jughandle for Jake Brown Road
L	on	US 9 South
R	on	ramp to Route 516 West
C	on	Route 516 West
R	on	NJ 18 North

entering East Brunswick

C	on	NJ 18 North
BR	on	jughandle for Rues Lane
L	on	Rues Lane
BR	on	third entrance to Brunswick Square Mall
R	on	inner access road (closest to Macy's)
L	on	access road adjacent to Macy's
R	on	access road
L	on	access road
L	on	access road
R	on	second exit to Rues Lane
L	on	Rues Lane
L	on	NJ 18 North

FARE ZONE 2/1 BREAK -Beginning on NJ 18 at Tices Lane

R	on	NJ 18 North
R	on	Naricon Place (follow signs for Tower Center Boulevard)
L	on	Tower Center Boulevard

entering New Brunswick

C	on	Burnet Street
L	on	Tunison Road
BR	to	ramp to US 1 North
BL	on	ramp to US 1 South
BR	on	NJ 18 North access ramp (follow New Brunswick signs)
C	on	NJ 18 North
BR	on	NJ 18 Local Lanes
L	on	George Street (NJ 172)

NJ TRANSIT
ROUTE DESCRIPTION
818 NEW BRUNSWICK - OLD BRIDGE

C	on	George Street
BR	on	Roundabout
BR	on	George Street
C	on	George Street
C	to	bus stop at Albany Avenue

Most Recent Change
Issued: April 7, 2018

NJ TRANSIT
The Way To Go.

ROUTE DESCRIPTION FOR:

819 PISCATAWAY – PLAINFIELD – METUCHEN – SOUTH PLAINFIELD

Route through South Plainfield has been adjusted to serve existing bus stops. The routing through downtown Plainfield has also been clarified.

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PISCATAWAY TO SOUTH PLAINFIELD 3
PLAINFIELD TO SOUTH PLAINFIELD 3
SOUTH PLAINFIELD TO PISCATAWAY 4
SOUTH PLAINFIELD TO PLAINFIELD 5

ISSUED: APRIL 6, 2013

NJ TRANSIT
ROUTE DESCRIPTION
819 PISCATAWAY – PLAINFIELD – METUCHEN – SOUTH PLAINFIELD

METUCHEN TO PISCATAWAY

FARE ZONE 2 - Metuchen Rail Station bus stop, **Metuchen**

L	on	Station Place
L	on	Hillside Avenue
R	on	Main Street
L	on	Plainfield Avenue

entering Edison

R	on	Plainfield Road
L	on	Oak Tree Road

FARE ZONE 2/1 BREAK - Oak Tree Road at Woodland Avenue

entering South Plainfield

C	on	Oak Tree Road
R	on	Park Avenue
L	on	Maple Avenue
L	on	Front Street
R	on	South Plainfield Avenue
R	on	Hamilton Boulevard
L	on	Maple Avenue
R	on	Plainfield Avenue

entering Plainfield

C	on	Plainfield Avenue
R	on	Randolph Road
L	on	Park Avenue
R	on	7th Street
L	on	Watchung Avenue
L	on	Front Street
L	on	New Street
R	on	4th Street
R	on	Clinton Avenue
L	on	3rd Street

entering Piscataway

L	on	Rock Avenue
L	on	4th Street
C	on	4th Street to Rushmore Avenue

NJ TRANSIT
ROUTE DESCRIPTION
819 PISCATAWAY – PLAINFIELD – METUCHEN – SOUTH PLAINFIELD

PISCATAWAY TO METUCHEN

FARE ZONE 1 - 4th Street at Rushmore Avenue, **Piscataway**

C	on	4th Street

entering Plainfield

C	on	4th Street
R	on	Plainfield Avenue
L	on	5th Street
BL	on	Park Avenue
R	on	Front Street
R	on	Watchung Avenue
R	on	7th Street
L	on	Park Avenue
R	on	Randolph Road
L	on	Plainfield Avenue

entering South Plainfield

C	on	Plainfield Avenue
C	on	Lakeview Avenue
L	on	Church Street
R	on	Hamilton Boulevard
L	on	South Plainfield Avenue
L	on	Front Street
R	on	Maple Avenue
R	on	Park Avenue
L	on	Oak Tree Road

FARE ZONE 1/2 BREAK - Oak Tree Road at Woodland Avenue

entering Edison

C	on	Oak Tree Road
R	on	Plainfield Road

entering Metuchen

L	on	Plainfield Avenue (Central Avenue goes straight)
R	on	Main Street
L	on	Pennsylvania Avenue to bus stop at train station

NJ TRANSIT
ROUTE DESCRIPTION
819 PISCATAWAY – PLAINFIELD – METUCHEN – SOUTH PLAINFIELD

PISCATAWAY TO SOUTH PLAINFIELD

FARE ZONE 1 - 4th Street at Rushmore Avenue, **Piscataway**

C	on	4th Street
entering Plainfield		
C	on	4th Street
R	on	Plainfield Avenue
L	on	5th Street
BL	on	Park Avenue
R	on	Front Street
R	on	Watchung Avenue
C	on	Watchung Avenue
R	on	7th Street
L	on	Park Avenue
R	on	Randolph Road
L	on	Plainfield Avenue
C	on	Plainfield Avenue
entering South Plainfield		
R	on	Sampton Avenue
L	on	Clinton Avenue
R	on	New Market Avenue
L	on	Clinton Avenue
R	on	Hamilton Boulevard
L	on	Stelton Road
L	on	Hadley Road
R	on	Corporate Boulevard
R	on	New Durham Avenue
R	on	Stelton Road
C	on	Stelton Road to bus stop at Hadley Center Drive

PLAINFIELD TO SOUTH PLAINFIELD

FARE ZONE 1 – E. 3RD Street at Church Street, **Plainfield**

L	on	Watchung Avenue
R	on	7th Street
L	on	Park Avenue
R	on	Randolph Road
L	on	Plainfield Avenue
C	on	Plainfield Avenue
entering South Plainfield		
R	on	Sampton Avenue
L	on	Clinton Avenue

R	on	New Market Avenue
L	on	Clinton Avenue
R	on	Hamilton Boulevard
L	on	Stelton Road
L	on	Hadley Road
R	on	Corporate Boulevard
R	on	New Durham Avenue
R	on	Stelton Road
C	on	Stelton Road to bus stop at Hadley Center Drive

SOUTH PLAINFIELD TO PISCATAWAY

FARE ZONE 1 – Stelton Road at Hadley Center Drive bus stop, **South Plainfield**

C	on	Stelton Road
R	on	Hamilton Boulevard
L	on	Clinton Avenue
R	on	New Market Avenue
L	on	Clinton Avenue
R	on	Sampton Avenue
L	on	Plainfield Avenue

entering Plainfield

C	on	Plainfield Avenue
R	on	Randolph Road
L	on	Park Avenue
R	on	7th Street
L	on	Watchung Avenue
L	on	Front Street
L	on	New Street
R	on	4th Street
R	on	Clinton Avenue
L	on	3rd Street

entering Piscataway

L	on	Rock Avenue
L	on	4th Street
C	on	4th Street to Rushmore Avenue

NJ TRANSIT
ROUTE DESCRIPTION
819 PISCATAWAY – PLAINFIELD – METUCHEN – SOUTH PLAINFIELD

SOUTH PLAINFIELD TO PLAINFIELD

FARE ZONE 1 – Stelton Road at Hadley Center Drive bus stop, **South Plainfield**

C	on	Stelton Road
R	on	Hamilton Boulevard
L	on	Clinton Avenue
R	on	New Market Avenue
L	on	Clinton Avenue
R	on	Sampton Avenue
L	on	Plainfield Avenue

entering Plainfield

C	on	Plainfield Avenue
R	on	Randolph Road
L	on	Park Avenue
R	on	7th Street
L	on	Watchung Avenue
R	on	2nd Street
R	on	Roosevelt Avenue
R	on	E. 3rd Street to bus stop at Church Street

Most Recent Change
Issued: April 6, 2013

NJ TRANSIT
The Way To Go.

ROUTE DESCRIPTION FOR:

822 PLAINFIELD – NORTH PLAINFIELD

Route description updated to reflect current route through the North Plainfield Shopping Center.

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NORTH PLAINFIELD TO PLAINFIELD 1
NORTH PLAINFIELD TO PLAINFIELD VIA GEORGE STREET 1
PLAINFIELD TO NORTH PLAINFIELD 2

ISSUED: AUGUST 31, 2013

NJ TRANSIT
ROUTE DESCRIPTION
822 PLAINFIELD – NORTH PLAINFIELD

NORTH PLAINFIELD TO PLAINFIELD

FARE ZONE 1 - bus stop in parking lot of the North Plainfield Shopping Center

R	on	US 22 East
R	on	West End Avenue
L	on	Greenbrook Road
R	on	Somerset Street

entering Plainfield

C	on	Somerset Street
C	on	Park Avenue
L	on	Randolph Road

[JFK MEDICAL CENTER SHORT TRIPS: Selected trips terminate at JFK Medical Center Muhlenberg Campus]

L	on	Woodland Avenue
R	on	South Avenue
R	on	Terrill Road to end of line at Terrill Road at South Avenue

NORTH PLAINFIELD TO PLAINFIELD VIA GEORGE STREET

FARE ZONE 1 - bus stop in parking lot of the North Plainfield Shopping Center

R	on	US 22 East
R	on	West End Avenue
L	on	Greenbrook Road
R	on	Somerset Street

entering Plainfield

C	on	Somerset Street
C	on	Park Avenue
L	on	Randolph Road
L	on	Woodland Avenue
R	on	South Avenue
L	on	Leland Avenue
R	on	George Street

[NOTE: Passengers boarding in the AM along George Street are permitted to ride through the layover point to reach destinations in the "To North Plainfield" direction on this trip only.]

R	on	Terrill Road to end of route at South Avenue

Most Recent Change
Issued: August 31, 2013

NJ TRANSIT
ROUTE DESCRIPTION
822 PLAINFIELD – NORTH PLAINFIELD

PLAINFIELD TO NORTH PLAINFIELD

FARE ZONE 1 - Terrill Road at South Avenue, **Plainfield**

C	on	Terrill Road
R	on	7th Street
R	on	Leland Avenue
L	on	South Avenue
L	on	Woodland Avenue
R	on	Randolph Road
R	on	Park Avenue
C	on	Somerset Street

entering North Plainfield

C	on	Somerset Street
L	on	Greenbrook Road
R	on	West End Avenue
L	on	US 22 West
C	on	US 22 West
BR	on	Rock Avenue jughandle
L	on	Rock Avenue
L	on	US 22 East
R	into	North Plainfield Shopping Center
R	on	first open access road
L	on	access road in North Plainfield Shopping Center parking lot

Most Recent Change
Issued: August 31, 2013

NEW JERSEY TRANSIT REQUEST FOR PROPOSAL NO. 21-030

MIDDLESEX COUNTY LOCAL BUS SERVICE

EXHIBIT B

SCHEDULES

801	Metro Park Loop
802	Metro Park Loop
803	Metro Park Loop
804	Metro Park Loop
805	Metro Park Loop
810	New Brunswick / Woodbridge Center
811	New Brunswick / South River
813	Perth Amboy / Middlesex County College
814	North Brunswick / New Brunswick / Middlesex County College
815	New Brunswick/ East Brunswick / Woodbridge Center
817	Perth Amboy / Campbell's Junction
818	New Brunswick / East Brunswick / Old Bridge
819	Piscataway / Plainfield / Metuchen / South Plainfield
822	North Plainfield / Plainfield

801 802 803 804 805

Issued 6/26/21

BUS Metropark Loops



with service to

- **WOODBRIDGE**
  Metropark Rail Station
  Woodbridge Corp. Center
  Woodbridge Center Mall
  Woodbridge Rail Station
  Harrows Gate
  Fords
- **EDISON**
  Menlo Park Mall
  JFK Medical Center

NJ TRANSIT The Way To Go.

Fare Information

This is an exact fare line. Passengers are required to have exact fare when boarding buses on this line. One dollar bills and most U.S. coins are accepted. Drivers do not carry money and cannot make change.
Customers departing from the Port Authority Bus Terminal or George Washington Bridge Bus Station in New York MUST have a ticket or pass to board a bus.

How to determine your fare

Your fare is based on the number of zones you travel through. Check the map on this schedule to see how many zones you travel. Each time you cross a zone boundary, you must pay for another zone.

Cash Fares

Zone	1	Transfer
Adult	$1.60	$0.75
Children (5–11) & Sr. Citizens (62 & Older)	$0.75	$0.35

Transfers must be purchased when boarding bus.

For additional information about the NJ TRANSIT bus fares and ticket options, please consult the NJ TRANSIT Bus Rider Guide or our website, www.njtransit.com

To Metropark Loop

805 A.M. Weekdays

WOODBRIDGE TWP. (ISELIN) Metropark Rail Station Bus Lane 5	FORDS (WOODBRIDGE) King Georges Post Rd. at Liberty St.	FORDS (WOODBRIDGE) Ford Ave. at Main St.	FORDS Ford Ave. at Webb Dr.	EDISON Parsonage Rd. at Lafayette Ave.	WOODBRIDGE TWP. (ISELIN) Arrive Metropark Rail Station
MAP REFERENCE					
1	5	4	3	2	1
502	509	514	517	520	527
533	540	545	548	551	558
601	608	613	616	619	626
641	648	653	656	659	706
709	716	721	724	727	734
720	727	732	735	738	745
739	746	751	754	757	804
801	808	813	816	819	826
812	819	824	827	830	837
845	852	857	900	903	910
914	921	926	929	932	939

805 P.M. Weekdays

WOODBRIDGE TWP. (ISELIN) Metropark Rail Station Bus Lane 5	EDISON Parsonage Rd. at Lafayette Ave.	FORDS Ford Ave. at Webb Dr.	FORDS (WOODBRIDGE) Ford Ave. at Main St.	FORDS (WOODBRIDGE) King Georges Post Rd. at Liberty St.	WOODBRIDGE TWP. (ISELIN) Arrive Metropark Rail Station
MAP REFERENCE					
1	2	3	4	5	1
415	422	425	428	433	440
452	459	502	505	510	517
535	542	545	548	553	600
604	611	614	617	622	629
635	642	645	648	653	700
703	710	713	716	721	728
738	745	748	751	756	803
808	817	820	823	828	835
W 839	846	849	852	857	904

W - Trip will wait up to 8:44pm to make the rail connection.

A.M. - Light Face Type
P.M. - Bold Face Type

NO SERVICE will be operated on Saturdays and Sundays.



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LOOKING FOR A CAREER?

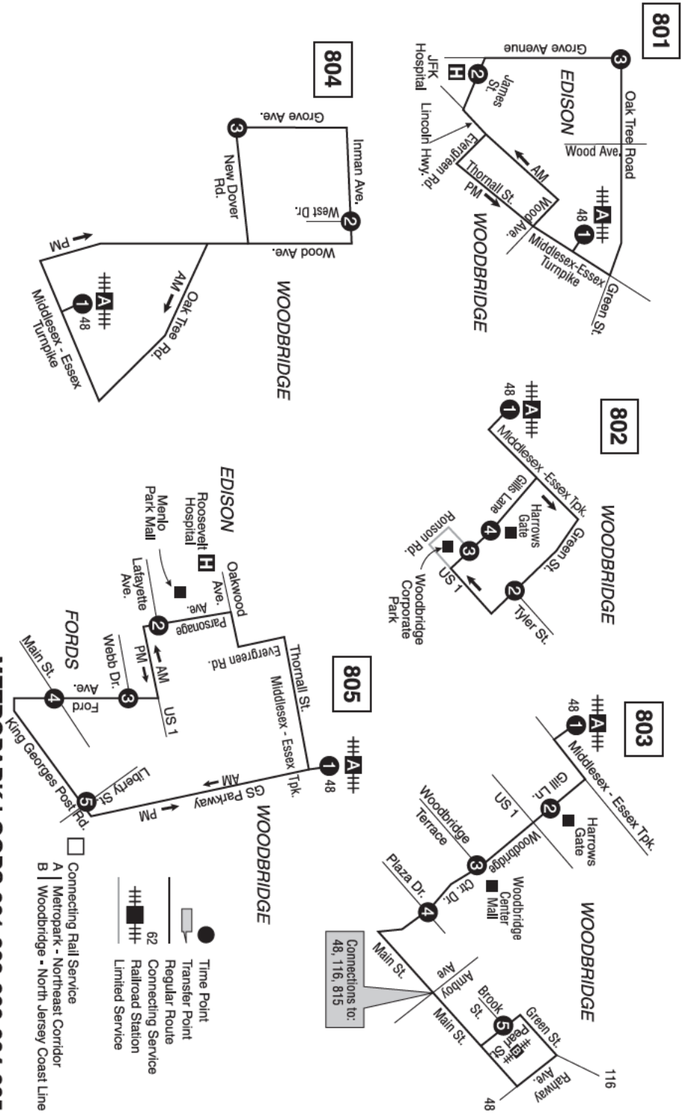
We're looking for:



- Bus Operators
- Bus Servicepersons
- Other Positions

njtransit.com/careers

NJTRANSIT The Way To Go.



METROPARK LOOPS 801-802-803-804-805

take note

Important Changes what's new for riders

Bus Route Nos. 801, 802, 803, 804, and 805: Select trips have been adjusted to maintain connections with the Northeast Corridor. Please note some new arrival and departure times.

Purchase tickets or a monthly pass for this route using the NJ TRANSIT Mobile App®. Download or update the free app for the latest features.

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Service on this line is operated by Coach USA under contract with NJ TRANSIT.

T0801 - 6/21

Metropark Loops

801 A.M. Weekdays

WOODBRIDGE TWP. (ISELIN) Metropark Rail Station Bus Lane 1	EDISON J.F.K. Medical Center	EDISON Grove Ave. at Oak Tree Rd.	WOODBRIDGE TWP. (ISELIN) Arrive Metropark Rail Station
MAP REFERENCE			
1	2	3	1
558	604	607	617
620	627	631	642
643	650	654	705
706	713	717	734
736	743	747	804
809	816	820	832
832	838	841	851

801 P.M. Weekdays

WOODBRIDGE TWP. (ISELIN) Metropark Rail Station Bus Lane 1	EDISON Grove Ave. at Oak Tree Rd.	EDISON J.F.K. Medical Center	WOODBRIDGE TWP. (ISELIN) Arrive Metropark Rail Station
MAP REFERENCE			
1	3	2	1
415	427	430	438
441	453	456	504
510	522	525	533
536	550	553	601
605	619	622	630
635	649	652	700
705	719	722	730
738	752	755	803
807	819	822	830
W 839	851	854	–

W - Trip will wait up to 8:44pm to make the rail connection.

802 Weekdays

WOODBRIDGE TWP. (ISELIN) Metropark Rail Station Bus Lane 2	ISELIN Green St. at Tyler Ave.	WOODBRIDGE Woodbridge Corporate Center	WOODBRIDGE Harrows Gate (Gill Lane)	WOODBRIDGE TWP. (ISELIN) Arrive Metropark Rail Station
MAP REFERENCE				
1	2	3	4	1
627	634	–	637	642
652	659	–	704	710
710	717	–	722	728
716	723	–	728	734
729	736	–	741	747
736	743	–	748	754
754	801	–	806	812
812	819	823	826	832
832	839	843	846	852
855	902	906	909	915
452	503	508	512	517
517	528	533	537	542
542	553	558	602	607
612	623	–	628	633
637	648	–	653	658
700	711	–	716	721
738	749	–	754	759
807	818	–	823	828
W 839	850	–	–	–

W - Trip will wait up to 8:44pm to make the rail connection.

803 Weekdays To Metropark

WOODBRIDGE RAIL STATION Pearl St. at Brook St.	WOODBRIDGE Woodbridge Ctr. Dr. at Plaza Dr.	WOODBRIDGE Harrows Gate (Gill Lane)	WOODBRIDGE TWP. (ISELIN) Arrive Metropark Rail Station
MAP REFERENCE			
5	3	2	1
540	545	551	556
–	615	621	626
654	659	705	710
718	723	729	734
–	743	749	754
820	825	831	836
914	919	925	930
433	438	444	449
622	627	633	638
757	802	807	812

A.M. - Light Face Type
P.M. - Bold Face Type

803 Weekdays From Metropark

WOODBRIDGE TWP. (ISELIN) Metropark Rail Station Bus Lane 3	WOODBRIDGE Harrows Gate (Gill Lane)	WOODBRIDGE Woodbridge Center Dr. at Woodbridge Ter.	WOODBRIDGE Woodbridge Ctr. Dr. at Plaza Dr.	WOODBRIDGE RAIL STATION Pearl St. at Brook St.
MAP REFERENCE				
1	2	3	4	5
636	641	644	646	654
802	807	810	812	820
856	901	904	906	914
326	331	334	336	–
357	402	405	407	–
415	420	423	425	433
452	457	500	502	–
512	517	520	522	–
535	540	543	545	–
558	603	606	608	–
603	608	611	613	621
640	645	648	650	–
704	709	712	714	–
739	744	747	749	755
W 814	819	822	824	–
839	844	847	849	855

W - Trip will wait up to 8:44pm to make the rail connection.

804 A.M. Weekdays

WOODBRIDGE TWP. (ISELIN) Metropark Rail Station Bus Lane 4	COLONIA Inman Ave. at West Dr.	EDISON New Dover Rd. at Grove Ave.	WOODBRIDGE TWP. (ISELIN) Arrive Metropark Rail Station
MAP REFERENCE			
1	2	3	1
–	535	540	554
556	607	612	626
640	651	656	710
724	735	740	754
802	813	818	832
842	853	858	912
904	915	920	934

804 P.M. Weekdays

WOODBRIDGE TWP. (ISELIN) Metropark Rail Station Bus Lane 4	EDISON Grove Ave. at New Dover Rd.	COLONIA Inman Ave. at West Dr.	WOODBRIDGE TWP. (ISELIN) Arrive Metropark Rail Station
MAP REFERENCE			
1	3	2	1
415	429	434	445
455	509	514	525
535	549	554	605
617	631	636	647
700	714	719	730
739	753	758	809
W 839	853	858	–

W - Trip will wait up to 8:44pm to make the rail connection.



NO SERVICE will be operated on Saturdays and Sundays.

All trips are operated with lift-equipped buses. NOTE: when traveling into or out of the Port Authority Bus Terminal, please call 1 (973) 275-5555 in advance for the location of an accessible boarding gate.

mybus

When will your bus arrive?
Call 973-275-5555 or text the 5-digit bus stop ID number to mybus (69287) for real-time and scheduled arrivals at your bus stop.

BUS STOP INFORMATION

During the morning hours, passengers will be permitted to be discharged from the bus at TWO (2) locations: The "Metropark Station Stop" located in front of the station area (near the "Buses Only" sign) or at the "Metropark Bus Lanes Stop" located beyond the station building at the bus layover and boarding lanes. No other stops will be permitted at Metropark. Bus Operators will announce both stops at the station ("Metropark Station Stop" and "Metropark Bus Lanes Stop").

All passenger boarding activity at all times will take place at the bus lanes loading area only. Passenger discharges during P.M. hours will also only take place at the bus lanes loading area.

Holiday Service Guide

Holiday	Schedule in Effect
New Year's Day - Jan. 1**	No Service
Martin Luther King Jr. Day	No Service
Presidents' Day	No Service
Good Friday	Weekday
Easter	No Service
Memorial Day	No Service
Independence Day - July 4**	No Service
Independence Day (Observed)	No Service
Labor Day	No Service
Columbus Day	Weekday
Veterans Day	Regular service
Wednesday Before Thanksgiving	See website for details
Thanksgiving Day	No Service
Friday After Thanksgiving	Weekday
Christmas Eve	See website for details
Christmas Day - Dec. 25**	No Service
New Year's Eve	See website for details

**Observed Holidays - When this holiday falls on a weekend, a special schedule will be operated on the observed holiday. Please check our website at www.njtransit.com to confirm the schedule in effect on holidays.

To Woodbridge Center

Weekdays

NEW BRUNSWICK Somerset St. at George St.	HIGHLAND PARK Raritan Ave. at 3rd Ave.	EDISON RT-27 at Plainfield Ave.	METUCHEN RAIL STATION Main St. at Woodbridge Ave.	METUCHEN Main St. at RT-27	EDISON Menlo Park Mall	FORDS (WOODBRIDGE) Ford Ave. at Main St.	WOODBRIDGE Woodbridge Center Mall
MAP REFERENCE							
1	3	4	5	6	7	8	9
600	610	616	626	630	640	648	655
700	710	716	726	730	740	748	755
800	810	816	826	830	840	848	855
900	910	916	926	930	940	948	955
1000	1010	1016	1026	1030	1040	1048	1055
1100	1110	1116	1126	1130	1140	1148	1155
1200	**1210**	**1216**	**1226**	**1230**	**1240**	**1248**	**1255**
100	**110**	**116**	**126**	**130**	**140**	**148**	**155**
200	**210**	**216**	**226**	**230**	**240**	**248**	**255**
300	**310**	**316**	**326**	**330**	**340**	**348**	**355**
400	**410**	**416**	**426**	**430**	**440**	**448**	**455**
500	**510**	**516**	**526**	**530**	**540**	**548**	**555**
600	**610**	**616**	**626**	**630**	**640**	**648**	**655**
700	**708**	**714**	**723**	**727**	**737**	**744**	**751**
800	**808**	**814**	**823**	**827**	**837**	**844**	**851**
900	**908**	**914**	**923**	**927**	**937**	**944**	**951**

Saturdays

NEW BRUNSWICK Somerset St. at George St.	HIGHLAND PARK Raritan Ave. at 3rd Ave.	EDISON RT-27 at Plainfield Ave.	METUCHEN RAIL STATION Main St. at Woodbridge Ave.	METUCHEN Main St. at RT-27	EDISON Menlo Park Mall	FORDS (WOODBRIDGE) Ford Ave. at Main St.	WOODBRIDGE Woodbridge Center Mall
MAP REFERENCE							
1	3	4	5	6	7	8	9
700	708	714	724	728	738	745	752
800	808	814	824	828	838	845	852
900	908	914	924	928	938	945	952
1000	1010	1016	1026	1030	1040	1048	1055
1100	1110	1116	1126	1130	1140	1148	1155
1200	**1210**	**1216**	**1226**	**1230**	**1240**	**1248**	**1255**
100	**110**	**116**	**126**	**130**	**140**	**148**	**155**
200	**210**	**216**	**226**	**230**	**240**	**248**	**255**
300	**310**	**316**	**326**	**330**	**340**	**348**	**355**
400	**410**	**416**	**426**	**430**	**440**	**448**	**455**
500	**510**	**516**	**526**	**530**	**540**	**548**	**555**
600	**610**	**616**	**626**	**630**	**640**	**648**	**655**
700	**708**	**714**	**724**	**728**	**738**	**745**	**752**
800	**808**	**814**	**824**	**828**	**838**	**845**	**852**
900	**908**	**914**	**924**	**928**	**938**	**945**	**952**

Sundays

NEW BRUNSWICK Somerset St. at George St.	HIGHLAND PARK Raritan Ave. at 3rd Ave.	EDISON RT-27 at Plainfield Ave.	METUCHEN RAIL STATION Main St. at Woodbridge Ave.	METUCHEN Main St. at RT-27	EDISON Menlo Park Mall	FORDS (WOODBRIDGE) Ford Ave. at Main St.	WOODBRIDGE Woodbridge Center Mall
MAP REFERENCE							
1	3	4	5	6	7	8	9
1000	1010	1016	1026	1030	1040	1048	1055
1100	1110	1116	1126	1130	1140	1148	1155
1200	**1210**	**1216**	**1226**	**1230**	**1240**	**1248**	**1255**
100	**110**	**116**	**126**	**130**	**140**	**148**	**155**
200	**210**	**216**	**226**	**230**	**240**	**248**	**255**
300	**310**	**316**	**326**	**330**	**340**	**348**	**355**
400	**410**	**416**	**426**	**430**	**440**	**448**	**455**
500	**510**	**516**	**526**	**530**	**540**	**548**	**555**

A.M. - Light face type
P.M. - Bold face type



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Holiday Service Guide

Holiday	Schedule in Effect
New Year's Day - Jan. 1**	Sunday
Martin Luther King Jr. Day	Weekday
Presidents' Day	Weekday
Good Friday	Weekday
Easter	Sunday
Memorial Day	Sunday
Independence Day - July 4**	Sunday
Labor Day	Sunday
Columbus Day	Weekday
Veterans Day	Regular service
Wednesday Before Thanksgiving	See website for details
Thanksgiving Day	No Service
Friday After Thanksgiving	Weekday
Christmas Eve	See website for details
Christmas Day - Dec. 25**	No Service
New Year's Eve	See website for details

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mybus

When will your bus arrive?
Call 973-275-5555 or text the 5-digit bus stop ID number to mybus (69287) for real-time and scheduled arrivals at your bus stop.

Fare Information

This is an exact fare line. Passengers are required to have exact fare when boarding buses on this line. One dollar bills and most U.S. coins are accepted. Drivers do not carry money and cannot make change.
Customers departing from the Port Authority Bus Terminal or George Washington Bridge Bus Station in New York MUST have a ticket or pass to board a bus.

How to determine your fare

Your fare is based on the number of zones you travel through. Check the map on this schedule to see how many zones you travel. Each time you cross a zone boundary, you must pay for another zone.

Cash Fares

Zone	1	2	Transfer
Adult	$1.60	$2.55	$0.75
Children (5-11) & Sr. Citizens (62 & Older)	$0.75	$1.10	$0.35

Transfers must be purchased when boarding bus.
For additional information about the NJ TRANSIT bus fares and ticket options, please consult the NJ TRANSIT Bus Rider Guide or our website, www.njtransit.com



with service to
- NEW BRUNSWICK
  Rutgers University
- HIGHLAND PARK
- EDISON
  Menlo Park Mall
  Roosevelt Care Center
- METUCHEN
- FORDS
- WOODBRIDGE
  Woodbridge Center

810

BUS New Brunswick ↔ Woodbridge Center Issued 1/17/21

NJ TRANSIT The Way To Go.

take note

Important Changes what's new for riders

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T0810 - 1/21

To New Brunswick

Weekdays

WOODBRIDGE Woodbridge Center Mall	FORDS (WOODBRIDGE) Ford Ave. at Main St.	EDISON Menlo Park Mall	METUCHEN RAIL STATION Main St. at Woodbridge Ave.	METUCHEN Main St. at RT-27	EDISON RT-27 at Plainfield Ave.	HIGHLAND PARK Raritan Ave. at 3rd Ave.	NEW BRUNSWICK George St. at Albany St.
MAP REFERENCE							
9	8	7	5	6	4	3	2
600	607	615	624	628	642	648	654
700	707	715	724	728	742	748	754
800	807	815	824	828	842	848	854
900	907	915	924	928	942	948	954
1000	1007	1015	1024	1028	1042	1047	1053
1100	1107	1115	1124	1128	1142	1147	1153
1200	**1207**	**1215**	**1224**	**1228**	**1242**	**1247**	**1253**
100	**107**	**115**	**124**	**128**	**142**	**147**	**153**
200	**207**	**215**	**224**	**228**	**242**	**247**	**253**
300	**307**	**316**	**325**	**329**	**343**	**349**	**355**
400	**407**	**416**	**425**	**429**	**443**	**449**	**455**
500	**507**	**516**	**525**	**529**	**543**	**549**	**555**
600	**607**	**616**	**625**	**629**	**641**	**647**	**653**
700	**707**	**716**	**725**	**729**	**741**	**746**	**752**
800	**807**	**816**	**825**	**829**	**841**	**846**	**852**
900	**907**	**916**	**925**	**929**	**941**	**946**	**952**
1000	**1007**	**1016**	**1025**	**1029**	**1041**	**1046**	**1052**

Saturdays

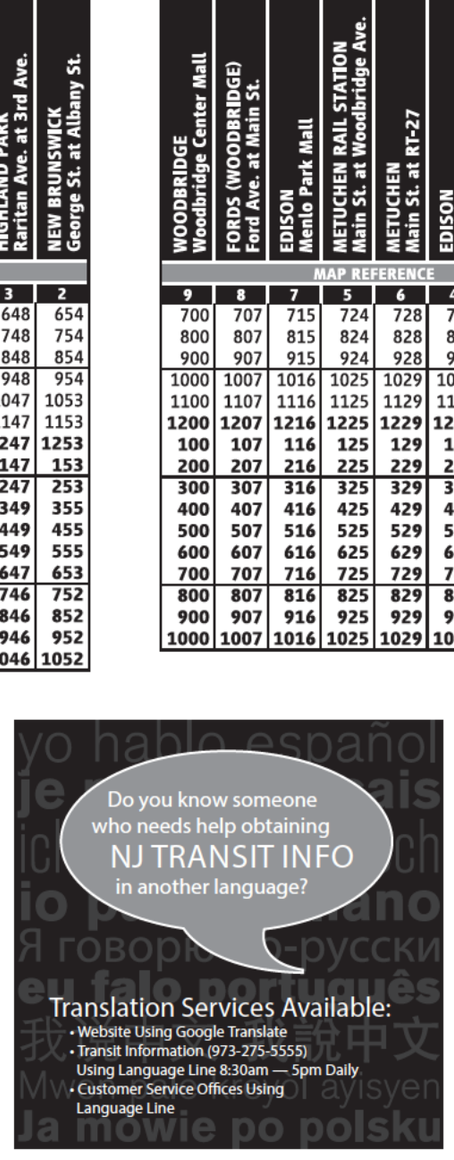
WOODBRIDGE Woodbridge Center Mall	FORDS (WOODBRIDGE) Ford Ave. at Main St.	EDISON Menlo Park Mall	METUCHEN RAIL STATION Main St. at Woodbridge Ave.	METUCHEN Main St. at RT-27	EDISON RT-27 at Plainfield Ave.	HIGHLAND PARK Raritan Ave. at 3rd Ave.	NEW BRUNSWICK George St. at Albany St.
MAP REFERENCE							
9	8	7	5	6	4	3	2
700	707	715	724	728	740	745	750
800	807	815	824	828	840	845	850
900	907	915	924	928	940	945	950
1000	1007	1016	1025	1029	1041	1046	1051
1100	1107	1116	1125	1129	1141	1146	1151
1200	**1207**	**1216**	**1225**	**1229**	**1241**	**1246**	**1251**
100	**107**	**116**	**125**	**129**	**141**	**146**	**151**
200	**207**	**216**	**225**	**229**	**241**	**246**	**251**
300	**307**	**316**	**325**	**329**	**341**	**346**	**351**
400	**407**	**416**	**425**	**429**	**441**	**446**	**451**
500	**507**	**516**	**525**	**529**	**541**	**546**	**551**
600	**607**	**616**	**625**	**629**	**641**	**646**	**651**
700	**707**	**716**	**725**	**729**	**741**	**746**	**751**
800	**807**	**816**	**825**	**829**	**841**	**846**	**851**
900	**907**	**916**	**925**	**929**	**941**	**946**	**951**
1000	**1007**	**1016**	**1025**	**1029**	**1041**	**1046**	**1051**

Sundays

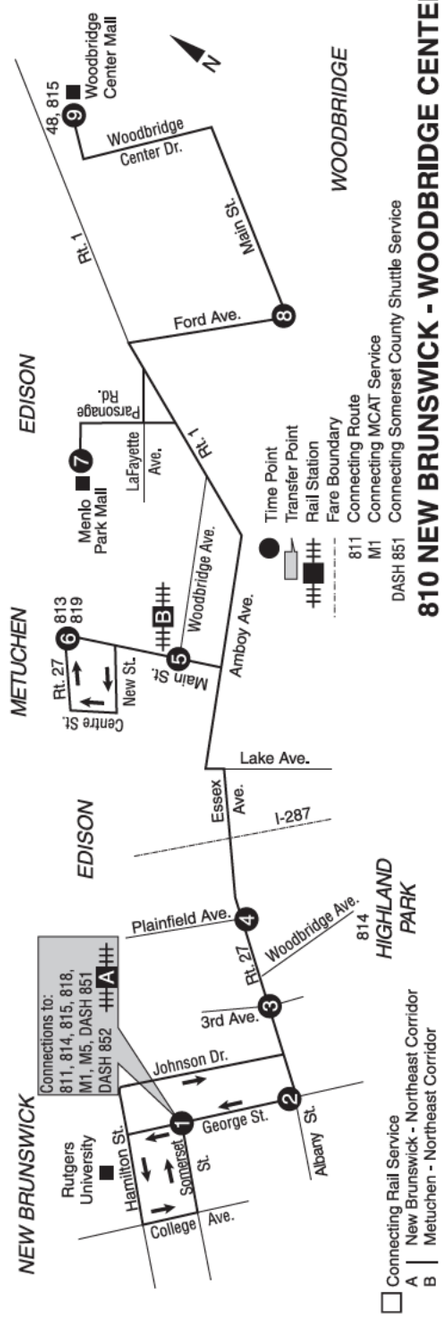
WOODBRIDGE Woodbridge Center Mall	FORDS (WOODBRIDGE) Ford Ave. at Main St.	EDISON Menlo Park Mall	METUCHEN RAIL STATION Main St. at Woodbridge Ave.	METUCHEN Main St. at RT-27	EDISON RT-27 at Plainfield Ave.	HIGHLAND PARK Raritan Ave. at 3rd Ave.	NEW BRUNSWICK George St. at Albany St.
MAP REFERENCE							
9	8	7	5	6	4	3	2
1100	1107	1116	1125	1129	1141	1146	1151
1200	**1207**	**1216**	**1225**	**1229**	**1241**	**1246**	**1251**
100	**107**	**116**	**125**	**129**	**141**	**146**	**151**
200	**207**	**216**	**225**	**229**	**241**	**246**	**251**
300	**307**	**316**	**325**	**329**	**341**	**346**	**351**
400	**407**	**416**	**425**	**429**	**441**	**446**	**451**
500	**507**	**516**	**525**	**529**	**541**	**546**	**551**
600	**607**	**616**	**625**	**629**	**641**	**646**	**651**
730	**737**	**746**	**755**	**759**	**811**	**816**	**821**

A.M. - Light face type **P.M. - Bold face type**

All trips are operated with lift-equipped buses. NOTE: when traveling into or out of the Port Authority Bus Terminal, please call 1 (973) 275-5555 in advance for the location of an accessible boarding gate.







810 NEW BRUNSWICK - WOODBRIDGE CENTER

811

BUS New Brunswick ↔ South River

Issued 1/17/21

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with service to

- NEW BRUNSWICK
  St. Peters Hospital
  Rutgers University
- NORTH BRUNSWICK
  Brunswick Shopping Center
- MILLTOWN
- EAST BRUNSWICK
  East Brunswick Civic Center
  Brunswick Square Mall
- SOUTH RIVER

To South River

Weekdays

NEW BRUNSWICK St. Peters Hospital	NEW BRUNSWICK Somerset St. at George St.	NORTH BRUNSWICK Martin Gerber Apartments	NORTH BRUNSWICK Brunswick Shopping Center	MILLTOWN Main St. at Lakewood Ave.	EAST BRUNSWICK Civic Center	BRUNSWICK SQUARE MALL Mall Entrance next to Starplex Cinema	SOUTH RIVER Jackson St. at Wilson/Raritan Aves.
MAP REFERENCE							
1	2	4	5	6	7	8	10
630	635	–	650	655	702	711	720
730	735	–	750	755	802	811	820
830	835	–	850	855	902	911	920
930	935	946	950	955	1002	1011	1020
1030	1035	–	1050	1055	1102	1111	1120
1130	1135	1146	1150	1155	**1202**	**1211**	**1220**
1230	**1235**	–	**1250**	**1255**	**102**	**111**	**120**
130	**135**	**146**	**150**	**155**	**202**	**211**	**220**
230	**235**	–	**250**	**255**	**302**	**311**	**320**
330	**335**	–	**350**	**355**	**403**	**412**	**421**
430	**435**	–	**450**	**455**	**503**	**512**	**521**
530	**535**	–	**550**	**555**	**603**	**612**	**621**

A.M. - Light face type **P.M. - Bold face type**

NO SERVICE will be operated on Saturdays and Sundays.

mybus

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811 NEW BRUNSWICK-SOUTH RIVER

take note

Important Changes what's new for riders

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Contact Us

we're here to help

Customer Service
Commendations/Complaints
Schedules, Fares and Lost & Found
NJ TRANSIT Information
1 (732) 249-1100
Ext. 224

Text Telephone (TT) (800) 772-2287
Lost & Found (732) 442-6969

Language Assistance
Translation services are available using Google Translate on njtransit.com, by calling 973-275-5555, or stopping at a Customer Service Office.

njtransit.com
GOOGLE TRANSLATE

Service on this line is operated by Coach USA under contract with NJ TRANSIT.

T0811 - 1/21

To New Brunswick

Weekdays

SOUTH RIVER Jackson St. at Wilson/Raritan Aves.	SOUTH RIVER Main St. between Wilcox/Devoe	BRUNSWICK SQUARE MALL Mall Entrance next to Starplex Cinema	EAST BRUNSWICK Civic Center	MILLTOWN Main St. at Lakewood Ave.	NORTH BRUNSWICK Brunswick Shopping Center	NORTH BRUNSWICK Martin Gerber Apartments	NEW BRUNSWICK George St. at Albany St.	NEW BRUNSWICK St. Peters Hospital
MAP REFERENCE								
10	9	8	7	6	5	4	3	1
628	633	643	651	658	704	–	718	723
728	733	743	751	758	804	–	818	823
828	833	843	851	858	904	–	918	923
927	932	942	950	957	1003	1007	1018	1023
1028	1033	1043	1051	1058	1104	–	1118	1123
1127	1132	1142	1150	1157	**1203**	**1207**	**1218**	**1223**
1228	**1233**	**1243**	**1251**	**1258**	**104**	–	**118**	**123**
127	**132**	**142**	**150**	**157**	**203**	**207**	**218**	**223**
228	**233**	**243**	**251**	**258**	**304**	–	**318**	**323**
327	**332**	**342**	**350**	**358**	**404**	–	**418**	**423**
427	**432**	**442**	**450**	**458**	**504**	–	**518**	**523**
527	**532**	**542**	**550**	**558**	**604**	–	**618**	**623**

A.M. - Light face type
P.M. - Bold face type

NO SERVICE will be operated on Saturdays and Sundays.

All trips are operated with lift-equipped buses. NOTE: when traveling into or out of the Port Authority Bus Terminal, please call 1 (973) 275-5555 in advance for the location of an accessible boarding gate.



Fare Information

This is an exact fare line. Passengers are required to have exact fare when boarding buses on this line. One dollar bills and most U.S. coins are accepted. Drivers do not carry money and cannot make change.

Customers departing from the Port Authority Bus Terminal or George Washington Bridge Bus Station in New York MUST have a ticket or pass to board a bus.

How to determine your fare

Your fare is based on the number of zones you travel through. Check the map on this schedule to see how many zones you travel. Each time you cross a zone boundary, you must pay for another zone.

Cash Fares

Zone	1	2	Transfer
Adult	$1.60	$2.55	$0.75
Children (5-11) & Sr. Citizens (62 & Older)	$0.75	$1.10	$0.35

Transfers must be purchased when boarding bus.
For additional information about the NJ TRANSIT bus fares and ticket options, please consult the NJ TRANSIT Bus Rider Guide or our website, www.njtransit.com



NJ TRANSIT Mobile App®

Schedules
Tickets
Alerts

njtransit.com/app

Holiday Service Guide

Holiday	Schedule in Effect
New Year's Day - Jan. 1**	No Service
Martin Luther King Jr. Day	Weekday
Presidents' Day	Weekday
Good Friday	Weekday
Easter	No Service
Memorial Day	No Service
Independence Day - July 4**	No Service
Labor Day	No Service
Columbus Day	Weekday
Veterans Day	Regular service
Wednesday Before Thanksgiving	See website for details
Thanksgiving Day	No Service
Friday After Thanksgiving	Weekday
Christmas Eve	See website for details
Christmas Day - Dec. 25**	No Service
New Year's Eve	See website for details

**Observed Holidays - When this holiday falls on a weekend, a special schedule will be operated on the observed holiday. Please check our website at www.njtransit.com to confirm the schedule in effect on holidays.

813

BUS Perth Amboy ↔ Middlesex County College

Issued 1/17/21

To Metuchen/Middlesex County College

Weekdays

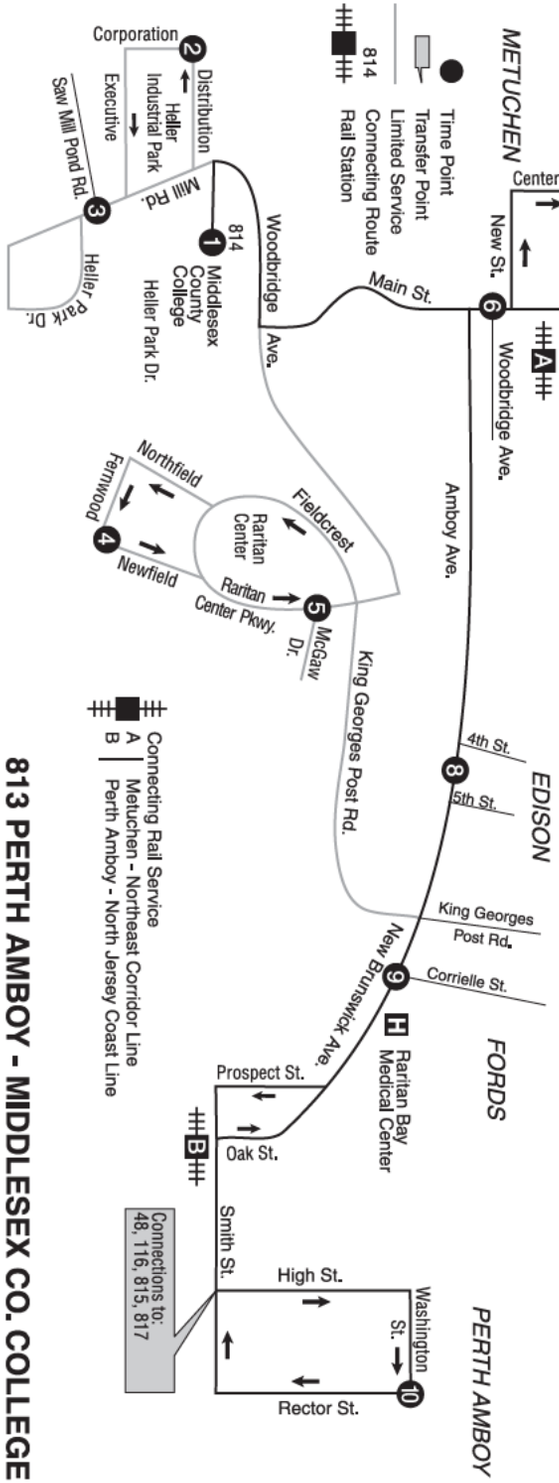
PERTH AMBOY Rector St. at Washington St.	FORDS New Brunswick Ave. at Corrielle St.	EDISON Amboy Ave. between 4th & 5th Sts.	METUCHEN RAIL STATION Main St. at Woodbridge Ave.	METUCHEN Main St. at RT-27	EDISON (Raritan Center) Newfield Ave. at Fernwood Ave.	EDISON (Raritan Center) Raritan Center Parkway at McGaw Dr	EDISON Heller Industrial Park	EDISON (Heller Ind. Park) Mill Rd. at Saw Mill Pond Rd.	EDISON Middlesex County College
MAP REFERENCE									
10	9	8	6	7	4	5	2	3	1
550	605	–	–	–	620	624	–	–	–
555	610	615	622	625	–	640	–	–	650
650	708	–	–	–	723	727	736	738	745
655	713	718	725	728	–	743	–	–	753
750	808	–	–	–	823	827	–	–	835
755	813	818	825	828	–	843	–	–	851
815	835	–	–	–	850	854	903	905	912
857	917	922	927	930	–	945	–	–	953
957	1017	1022	1027	1030	–	1045	–	–	1053
1058	1118	1123	1128	1131	–	1146	–	–	1154
1159	**1219**	**1224**	**1229**	**1232**	–	**1247**	–	–	**1255**
100	**120**	**125**	**130**	**133**	–	**148**	–	–	**156**
200	**220**	**225**	**230**	**233**	–	**248**	–	–	**256**
302	**322**	**327**	**332**	**335**	–	**350**	–	–	**358**
402	**422**	**427**	**432**	**435**	–	**450**	–	–	**458**
506	**526**	**531**	**536**	**539**	–	**554**	–	–	**602**
606	**623**	**628**	**633**	**636**	–	**651**	–	–	**659**
710	**727**	**732**	**736**	**739**	–	**751**	–	–	**758**
800	**817**	**822**	**826**	**829**	–	**841**	–	–	**848**
900	**915**	**920**	**924**	**927**	–	**939**	–	–	**946**

Saturdays

PERTH AMBOY Rector St. at Washington St.	FORDS New Brunswick Ave. at Corrielle St.	EDISON Amboy Ave. between 4th & 5th Sts.	METUCHEN RAIL STATION Main St. at Woodbridge Ave.	METUCHEN Main St. at RT-27	EDISON Middlesex County College
MAP REFERENCE					
10	9	8	6	7	1
700	716	720	726	728	741
830	846	850	856	858	911
1000	1019	1023	1029	1031	1044
1132	1151	1155	**1201**	**1203**	**1216**
104	**123**	**127**	**133**	**135**	–
208	**227**	**231**	**237**	**239**	–
312	**329**	**333**	**339**	**341**	–
413	**430**	**434**	**440**	**442**	–
514	**531**	**535**	**541**	**543**	–
615	**632**	**636**	**642**	**644**	–

NO SERVICE will be operated on Sundays.

A.M. - Light face type
P.M. - Bold face type



813 PERTH AMBOY - MIDDLESEX CO. COLLEGE

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mybus

When will your bus arrive?
Call 973-275-5555 or text the 5-digit bus stop ID number to mybus (69287) for real-time and scheduled arrivals at your bus stop.

Do you know someone who needs help obtaining NJ TRANSIT INFO in another language?

Translation Services Available:
- Website Using Google Translate
- Transit Information (973-275-5555) Using Language Line 8:30am — 5pm Daily
- Customer Service Offices Using Language Line

NJTRANSIT.COM

with service to
- PERTH AMBOY
- METUCHEN
- EDISON

Raritan Center
Middlesex Co. College
Heller Industrial Park

NJ TRANSIT The Way To Go.

take note

Important Changes what's new for riders

This service is now operated by Coach USA under contract with NJ TRANSIT.

Purchase tickets or a monthly pass for this route using the NJ TRANSIT Mobile App®. Download or update the free app for the latest features.

Contact Us
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Customer Service
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NJ TRANSIT Information
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Ext. 224

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njtransit.com
GOOGLE TRANSLATE

Service on this line is operated by Coach USA under contract with NJ TRANSIT.

T0813 - 1/21

To Perth Amboy

Weekdays

EDISON Middlesex County College	EDISON Heller Industrial Park	EDISON (Heller Ind. Park) Mill Rd. at Saw Mill Pond Rd.	EDISON (Raritan Center) Newfield Ave. at Fernwood Ave.	EDISON (Raritan Center) Raritan Center Parkway at McGaw Dr	METUCHEN RAIL STATION Main St. at Woodbridge Ave.	METUCHEN Main St. at RT-27	EDISON Amboy Ave. between 4th & 5th Sts.	FORDS New Brunswick Ave. at Corrielle St.	PERTH AMBOY Rector St. at Washington St.
MAP REFERENCE									
1	2	3	4	5	6	7	8	9	10
557	–	–	–	606	615	618	625	630	647
657	–	–	–	706	715	718	725	730	747
759	–	–	–	810	820	823	830	835	852
857	–	–	–	908	918	921	928	933	951
958	–	–	–	1009	1019	1022	1029	1034	1052
1059	–	–	–	1110	1120	1123	1130	1135	1153
1200	–	–	–	**1211**	**1221**	**1224**	**1231**	**1236**	**1254**
101	–	–	–	**112**	**122**	**125**	**132**	**137**	**155**
155	–	–	–	–	**205**	**208**	**215**	**220**	**238**
202	–	–	–	**213**	**223**	**226**	**233**	**238**	**256**
302	–	–	–	**313**	**323**	**326**	**333**	**338**	**356**
330	**333**	**335**	**349**	**353**	–	–	–	**401**	**421**
355	–	–	–	–	**405**	–	–	–	–
404	–	–	–	**415**	**425**	**428**	**435**	**440**	**500**
504	–	–	–	**515**	**525**	**528**	**535**	**540**	**600**
–	**515**	**517**	**531**	**535**	–	–	–	**543**	**603**
608	–	–	–	**619**	**629**	**632**	**639**	**644**	**704**
705	–	–	–	**716**	**724**	**727**	**734**	**739**	**755**
805	–	–	–	**816**	**824**	**827**	**834**	**839**	**855**
900	–	–	–	**911**	**919**	**922**	**929**	**934**	**950**
1000	–	–	–	**1011**	**1019**	**1022**	**1029**	**1034**	**1050**

Saturdays

EDISON Middlesex County College	METUCHEN RAIL STATION Main St. at Woodbridge Ave.	METUCHEN Main St. at RT-27	EDISON Amboy Ave. between 4th & 5th Sts.	FORDS New Brunswick Ave. at Corrielle St.	PERTH AMBOY Rector St. at Washington St.
MAP REFERENCE					
1	6	7	8	9	10
–	–	630	636	640	653
745	754	758	804	808	821
915	924	928	934	938	955
1048	1057	1101	1107	1111	1128
1220	**1229**	**1233**	**1239**	**1243**	**100**
–	–	**138**	**144**	**148**	**205**
–	–	**242**	**248**	**252**	**309**
–	–	**344**	**350**	**354**	**410**
–	–	**445**	**451**	**455**	**511**
–	–	**546**	**552**	**556**	**612**
–	–	**647**	**653**	**657**	**712**

A.M. - Light face type
P.M. - Bold face type

Fare Information

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Cash Fares

Zone	1	Transfer
Adult	$1.60	$0.75
Children (5-11) & Sr. Citizens (62 & Older)	$0.75	$0.35

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NO SERVICE will be operated on Sundays.

LOOKING FOR A CAREER?
We're looking for:

• Bus Operators
• Bus Servicepersons
• Other Positions
njtransit.com/careers
NJTRANSIT The Way To Go.

Holiday Service Guide

Holiday	Schedule in Effect
New Year's Day - Jan. 1**	No Service
Martin Luther King Jr. Day	Weekday
Presidents' Day	Weekday
Good Friday	Weekday
Easter	No Service
Memorial Day	No Service
Independence Day - July 4**	No Service
Labor Day	No Service
Columbus Day	Weekday
Veterans Day	Regular service
Wednesday Before Thanksgiving	See website for details
Thanksgiving Day	No Service
Friday After Thanksgiving	Weekday
Christmas Eve	See website for details
Christmas Day - Dec. 25**	No Service
New Year's Eve	See website for details

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814

BUS N. Brunswick ↔ New Brunswick ↔ Middlesex Co. Coll. Issued 1/17/21

NJ TRANSIT The Way To Go.

NJTRANSIT.COM

with service to
- NORTH BRUNSWICK
  DeVry University
  Technology Centre of NJ
  Brunswick Shopping Center
  Walmart Shopping Center
- NEW BRUNSWICK
  Rutgers University
- HIGHLAND PARK
- EDISON
  Heller Industrial Park
  Middlesex County College

To New Brunswick - Middlesex County College

Weekdays

NORTH BRUNSWICK DeVry University	NORTH BRUNSWICK Brunswick Shopping Center	NORTH BRUNSWICK Wal-Mart/Burlington Coat Factory	NORTH BRUNSWICK North Oaks Blvd. at Livingston Ave.	NEW BRUNSWICK George St. at Albany St.	HIGHLAND PARK Raritan Ave. at 3rd Ave.	EDISON Heller Industrial Park	EDISON Middlesex County College
MAP REFERENCE							
1	2	3	4	5	7	8	9
–	–	600	605	620	630	644	649
–	–	630	635	650	–	–	–
–	–	655	700	715	725	739	744
–	–	702	707	722	732	–	745
–	–	742	747	802	812	–	825
800	805	810	815	830	840	–	853
900	905	910	915	930	940	–	953
–	–	931	936	951	–	–	–
1000	1005	1010	1015	1030	1040	–	1053
–	–	1031	1036	1051	–	–	–
1100	1105	1110	1115	1130	1140	–	1153
–	–	1131	1136	1153	–	–	–
1200	**1205**	**1210**	**1215**	**1232**	**1242**	–	**1255**
–	–	**1231**	**1236**	**1253**	–	–	–
101	**106**	**111**	**116**	**133**	**143**	–	**156**
–	–	**131**	**136**	**153**	–	–	–
201	**206**	**211**	**216**	**233**	**243**	–	**256**
–	–	**231**	**236**	**253**	–	–	–
301	**306**	**311**	**316**	**333**	**343**	–	**356**
–	–	**331**	**336**	**353**	–	–	–
400	**405**	**410**	**415**	**432**	**442**	–	**455**
–	–	**431**	**436**	**453**	–	–	–
–	–	**510**	**515**	**532**	**542**	–	**555**
534	**539**	**544**	**549**	**604**	–	–	–
–	–	**610**	**615**	**630**	**640**	–	**653**
700	**705**	**710**	**715**	**730**	**740**	–	**753**
800	**805**	**810**	**815**	**830**	**840**	–	**853**
–	–	**900**	**905**	**920**	**930**	–	**943**
–	–	**1000**	**1005**	**1020**	–	–	–

Saturdays

NORTH BRUNSWICK Brunswick Shopping Center	NORTH BRUNSWICK Wal-Mart/Burlington Coat Factory	NORTH BRUNSWICK North Oaks Blvd. at Livingston Ave.	NEW BRUNSWICK George St. at Albany St.	HIGHLAND PARK Raritan Ave. at 3rd Ave.	EDISON Middlesex County College
MAP REFERENCE					
2	3	4	5	7	9
728	733	738	753	801	811
828	833	838	853	901	911
–	933	938	953	1001	1011
1028	1033	1038	1053	1101	1111
–	1133	1138	1153	**1201**	**1211**
1228	**1233**	**1238**	**1253**	–	–
–	**133**	**138**	**153**	–	–
228	**233**	**238**	**253**	–	–
–	**333**	**338**	**353**	–	–
428	**433**	**438**	**453**	–	–
–	**533**	**538**	**553**	–	–
628	**633**	**638**	**653**	–	–

Sundays

NORTH BRUNSWICK Brunswick Shopping Center	NORTH BRUNSWICK Wal-Mart/Burlington Coat Factory	NORTH BRUNSWICK North Oaks Blvd. at Livingston Ave.	NEW BRUNSWICK George St. at Albany St.
MAP REFERENCE			
2	3	4	5
828	833	838	853
–	933	938	953
1028	1033	1038	1053
–	1133	1138	1153
1228	**1233**	**1238**	**1253**
–	**133**	**138**	**153**
228	**233**	**238**	**253**
–	**333**	**338**	**353**
428	**433**	**438**	**453**

A.M. - Light face type
P.M. - Bold face type

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mybus

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814 NORTH BRUNSWICK - NEW BRUNSWICK - MIDDLESEX COUNTY COLLEGE

take note

Important Changes what's new for riders

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MyTix, a feature of the NJ TRANSIT Mobile App, offers tickets and monthly bus passes for this route. Download or update the free app for the latest features.

Contact Us

we're here to help

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Ext. 224

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njtransit.com
GOOGLE TRANSLATE

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T0814 - 6/19

To New Brunswick - North Brunswick

Weekdays

EDISON Middlesex County College	EDISON Heller Industrial Park	HIGHLAND PARK Raritan Ave. at 3rd Ave.	NEW BRUNSWICK Somerset St. at George St.	NORTH BRUNSWICK North Oaks Blvd. at Livingston Ave.	NORTH BRUNSWICK Wal-Mart/Burlington Coat Factory	NORTH BRUNSWICK Brunswick Shopping Center	NORTH BRUNSWICK DeVry University
MAP REFERENCE							
9	8	7	6	4	3	2	1
–	–	–	623	638	643	649	652
–	–	–	717	732	737	–	–
701	–	715	723	738	743	749	752
801	–	815	823	838	843	849	852
831	–	845	853	908	913	–	–
901	–	915	923	938	943	949	952
–	–	–	957	1012	1017	–	–
1001	–	1015	1023	1038	1043	1049	1052
–	–	–	1057	1112	1117	–	–
1101	–	1115	1123	1138	1143	1149	1152
–	–	–	1157	**1214**	**1220**	–	–
1201	–	**1215**	**1223**	**1240**	**1246**	**1252**	**1255**
–	–	–	**1257**	**114**	**120**	–	–
101	–	**115**	**123**	**140**	**146**	**152**	**155**
–	–	–	**157**	**214**	**220**	–	–
201	–	**215**	**223**	**240**	**246**	**252**	**255**
–	–	–	**257**	**314**	**320**	–	–
301	–	**315**	**323**	**340**	**346**	**352**	**355**
–	–	–	**357**	**414**	**420**	–	–
402	**406**	**426**	**434**	**451**	**457**	–	–
–	–	–	**457**	**514**	**520**	**526**	**529**
501	**505**	**525**	**533**	**550**	**556**	–	–
–	–	–	**608**	**625**	**631**	**637**	**640**
601	**605**	**625**	**633**	**648**	**653**	–	–
701	–	**714**	**722**	**737**	**742**	**748**	**751**
801	–	**814**	**822**	**837**	**842**	–	–
901	–	**914**	**922**	**937**	**942**	–	–
1001	–	**1014**	**1022**	**1037**	**1042**	–	–

Saturdays

EDISON Middlesex County College	HIGHLAND PARK Raritan Ave. at 3rd Ave.	NEW BRUNSWICK Somerset St. at George St.	NORTH BRUNSWICK North Oaks Blvd. at Livingston Ave.	NORTH BRUNSWICK Wal-Mart/Burlington Coat Factory	NORTH BRUNSWICK Brunswick Shopping Center
MAP REFERENCE					
9	7	6	4	3	2
–	–	700	715	721	727
839	852	900	915	921	–
939	952	1000	1015	1021	1027
1039	1052	1100	1115	1121	–
1139	1152	**1200**	**1215**	**1221**	**1227**
1239	**1252**	**100**	**115**	**121**	–
–	–	**200**	**215**	**221**	**227**
–	–	**300**	**315**	**321**	–
–	–	**400**	**415**	**421**	**427**
–	–	**500**	**515**	**521**	–
–	–	**600**	**615**	**621**	**627**
–	–	**700**	**715**	**721**	–

Sundays

NEW BRUNSWICK Somerset St. at George St.	NORTH BRUNSWICK North Oaks Blvd. at Livingston Ave.	NORTH BRUNSWICK Wal-Mart/Burlington Coat Factory	NORTH BRUNSWICK Brunswick Shopping Center
MAP REFERENCE			
6	4	3	2
900	915	921	–
1000	1015	1021	1027
1100	1115	1121	–
1200	**1215**	**1221**	**1227**
100	**115**	**121**	–
200	**215**	**221**	**227**
300	**315**	**321**	–
400	**415**	**421**	**427**
500	**515**	**521**	–

A.M. - Light face type
P.M. - Bold face type

Holiday Service Guide

Holiday	Schedule in Effect
New Year's Day - Jan. 1**	No Service
Martin Luther King Jr. Day	Weekday
Presidents' Day	Weekday
Good Friday	Weekday
Easter	Sunday
Memorial Day	Sunday
Independence Day - July 4**	Sunday
Labor Day	Sunday
Columbus Day	Weekday
Veterans Day	Regular service
Wednesday Before Thanksgiving	See website for details
Thanksgiving Day	No Service
Friday After Thanksgiving	Weekday
Christmas Eve	See website for details
Christmas Day - Dec. 25**	No Service
New Year's Eve	See website for details

**Observed Holidays - When this holiday falls on a weekend, a special schedule will be operated on the observed holiday. Please check our website at www.njtransit.com to confirm the schedule in effect on holidays.

LOOKING FOR A CAREER?
We're looking for:

• Bus Operators
• Bus Servicepersons
• Other Positions
njtransit.com/careers
NJTRANSIT The Way To Go.

Fare Information

This is an exact fare line. Passengers are required to have exact fare when boarding buses on this line. One dollar bills and most U.S. coins are accepted. Drivers do not carry money and cannot make change.
Customers departing from the Port Authority Bus Terminal or George Washington Bridge Bus Station in New York MUST have a ticket or pass to board a bus.

How to determine your fare

Your fare is based on the number of zones you travel through. Check the map on this schedule to see how many zones you travel. Each time you cross a zone boundary, you must pay for another zone.

Cash Fares

Zone	1	Transfer
Adult	$1.60	$0.75
Children (5-11) & Sr. Citizens (62 & Older)	$0.75	$0.35

Transfers must be purchased when boarding bus.

For additional information about the NJ TRANSIT bus fares and ticket options, please consult the NJ TRANSIT Bus Rider Guide or our website, www.njtransit.com


NJ TRANSIT Mobile App
Schedules
Tickets
Alerts
njtransit.com/app

Do you know someone who needs help obtaining NJ TRANSIT INFO in another language?
Translation Services Available:
• Website Using Google Translate
• Transit Information (973-275-5555) Using Language Line 8:30am — 5pm Daily
• Customer Service Offices Using Language Line

To East Brunswick/Woodbridge Center

Weekdays

NEW BRUNSWICK Somerset St. at George St.	NEW BRUNSWICK Burnet St. at Tunison Rd.	EAST BRUNSWICK NJ 18 at Tices Lane	SOUTH RIVER Main at Jackson St.	SAYREVILLE Washington Rd. at Ernston Rd.	SAYREVILLE Sayreville Park & Ride	SOUTH AMBOY Broadway at Augusta St.	PERTH AMBOY High St. at Smith St.	WOODBRIDGE Main St. at Amboy Ave.	WOODBRIDGE Woodbridge Center Mall
MAP REFERENCE									
1	3	4	6	7	8	9	10	11	12
-	-	-	531	541	544	552	604	616	620
600	617	625	632	644	647	655	709	724	728
700	717	725	732	745	748	756	810	825	829
805	822	830	837	850	853	901	915	930	934
900	917	925	932	944	947	955	1011	1026	1031
1000	1017	1025	1032	1044	1047	1055	1111	1126	1131
1100	1117	1125	1132	1144	1147	1155	**1211**	**1226**	**1231**
1200	**1217**	**1225**	**1232**	**1244**	**1247**	**1255**	**111**	**126**	**131**
100	**117**	**125**	**132**	**144**	**147**	**155**	**211**	**226**	**231**
200	**217**	**225**	**232**	**244**	**247**	**255**	**311**	**326**	**331**
300	**321**	**331**	**339**	**352**	**355**	**403**	**419**	**434**	**439**
400	**421**	**431**	**439**	**452**	**455**	**503**	**519**	**534**	**539**
500	**521**	**531**	**539**	**552**	**555**	**603**	**619**	**634**	**639**
555	**616**	**626**	**634**	**647**	**650**	**658**	**712**	**726**	**730**
700	**717**	**725**	**732**	**744**	**747**	**755**	**809**	**823**	**827**
800	**817**	**825**	**832**	**844**	**847**	**855**	**909**	**923**	**927**

Saturdays

NEW BRUNSWICK Somerset St. at George St.	NEW BRUNSWICK Burnet St. at Tunison Rd.	EAST BRUNSWICK NJ 18 at Tices Lane	SOUTH RIVER Main at Jackson St.	SAYREVILLE Washington Rd. at Ernston Rd.	SAYREVILLE Sayreville Park & Ride	SOUTH AMBOY Broadway at Augusta St.	PERTH AMBOY High St. at Smith St.	WOODBRIDGE Main St. at Amboy Ave.	WOODBRIDGE Woodbridge Center Mall
MAP REFERENCE									
1	3	4	6	7	8	9	10	11	12
815	830	838	845	857	900	908	923	938	942
915	931	939	946	958	1001	1009	1026	1041	1046
1015	1031	1039	1046	1058	1101	1109	1126	1141	1146
1115	1131	1139	1146	1158	**1201**	**1209**	**1226**	**1241**	**1246**
1215	**1231**	**1239**	**1246**	**1258**	**101**	**109**	**126**	**141**	**146**
115	**131**	**139**	**146**	**158**	**201**	**209**	**226**	**241**	**246**
215	**231**	**239**	**246**	**258**	**301**	**309**	**326**	**341**	**346**
315	**331**	**339**	**346**	**358**	**401**	**409**	**425**	**439**	**444**
415	**431**	**439**	**446**	**458**	**501**	**509**	**525**	**539**	**544**
515	**531**	**539**	**546**	**558**	**601**	**609**	**625**	**639**	**644**
615	**631**	**638**	**645**	**657**	**700**	**708**	**722**	**736**	**741**
715	**730**	**737**	**744**	**755**	**758**	**806**	**820**	**834**	**838**
815	**830**	**837**	**844**	**855**	**858**	**906**	**920**	**934**	**938**

Sundays

NEW BRUNSWICK Somerset St. at George St.	NEW BRUNSWICK Burnet St. at Tunison Rd.	EAST BRUNSWICK NJ 18 at Tices Lane	SOUTH RIVER Main at Jackson St.	SAYREVILLE Washington Rd. at Ernston Rd.	SAYREVILLE Sayreville Park & Ride	SOUTH AMBOY Broadway at Augusta St.	SAYREVILLE - Faith Fellowship Ministries Main St. Ext. at Chevalier Ave.	PERTH AMBOY High St. at Smith St.	WOODBRIDGE Main St. at Amboy Ave.	WOODBRIDGE Woodbridge Center Mall
MAP REFERENCE										
1	3	4	6	7	8	9	13	10	11	12
825	840	847	854	905	908	916	921	937	953	958
925	940	947	954	1005	1008	1016	1021	1037	1053	1058
1025	1040	1047	1054	1105	1108	1116	1121	1137	1153	1158
1125	1140	1147	1154	**1205**	**1208**	**1216**	**1221**	**1237**	**1253**	**1258**
1225	**1240**	**1247**	**1254**	**105**	**108**	**116**	**121**	**137**	**153**	**158**
125	**140**	**147**	**154**	**205**	**208**	**216**	**221**	**237**	**253**	**258**
225	**240**	**247**	**254**	**305**	**308**	**316**	**321**	**337**	**353**	**358**
325	**340**	**347**	**354**	**405**	**408**	**416**	**421**	**437**	**453**	**458**
425	**440**	**447**	**454**	**505**	**508**	**516**	**521**	**536**	**551**	**556**
525	**540**	**547**	**554**	**605**	**608**	**616**	**621**	**636**	**651**	**656**

A.M. - Light face type **P.M. - Bold face type**

NOTE: For additional service between the Mid-State Mall and New Brunswick, please consult NJ TRANSIT's 818 Schedule.

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Zone	1	2	3	4	Transfer
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Holiday Service Guide

Holiday	Schedule in Effect
New Year's Day - Jan. 1**	Sunday
Martin Luther King Jr. Day	Weekday
Presidents' Day	Weekday
Good Friday	Weekday
Easter	Sunday
Memorial Day	Sunday
Independence Day - July 4**	Sunday
Labor Day	Sunday
Columbus Day	Weekday
Veterans Day	Regular service
Wednesday Before Thanksgiving	See website for details
Thanksgiving Day	No Service
Friday After Thanksgiving	Weekday
Christmas Eve	See website for details
Christmas Day - Dec. 25**	No Service
New Year's Eve	See website for details

**Observed Holidays - When this holiday falls on a weekend, a special schedule will be operated on the observed holiday. Please check our website at www.njtransit.com to confirm the schedule in effect on holidays.

NJ TRANSIT Mobile App • Schedules Tickets Alerts njtransit.com/app

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mybus

When will your bus arrive? Call 973-275-5555 or text the 5-digit bus stop ID number to mybus (69287) for real-time and scheduled arrivals at your bus stop.

815

Issued 1/17/21

BUS New Brunswick ↔ East Brunswick ↔ Woodbridge Ctr.

NJTRANSIT.COM

with service to
- NEW BRUNSWICK *Rutgers University Cook College*
- EAST BRUNSWICK *Mid-State Mall*
- SAYREVILLE *Sayreville Park & Ride*
- SOUTH AMBOY
- PERTH AMBOY
- WOODBRIDGE *Woodbridge Center*

NJ TRANSIT The Way To Go.

take note

Important Changes
what's new for riders

This service is now operated by Coach USA under contract with NJ TRANSIT.

MyTix, a feature of the NJ TRANSIT Mobile App, offers tickets and monthly bus passes for this route. Download or update the free app for the latest features.

Contact Us
we're here to help

Customer Service
Commendations/Complaints
Schedules, Fares and Lost & Found
NJ TRANSIT Information
1 (732) 249-1100
Ext. 224
Text Telephone (TT) (800) 772-2287
Lost & Found (732) 442-6969

Language Assistance
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njtransit.com
GOOGLE TRANSLATE

Service on this line is operated by Coach USA under contract with NJ Transit.

T0815 - 1/21

To New Brunswick

Weekdays

WOODBRIDGE Woodbridge Center Mall	WOODBRIDGE Amboy Ave. at Main St.	PERTH AMBOY Smith St. at High St.	SOUTH AMBOY Broadway at Augusta St.	SAYREVILLE Sayreville Park & Ride	SAYREVILLE Washington Rd. at Ernston Rd.	SOUTH RIVER Main St. between Wilcox/Devoe	EAST BRUNSWICK NJ 18 at Tices Lane	NEW BRUNSWICK Burnet St. at Tunison Rd.	NEW BRUNSWICK George St. at Albany St.
MAP REFERENCE									
12	11	10	9	8	7	5	4	3	2
–	–	555	609	617	620	632	639	644	655
628	635	651	707	715	718	730	737	743	755
738	745	801	817	825	828	840	847	853	905
838	845	901	917	925	928	940	947	953	1005
943	950	1006	1022	1030	1033	1045	1052	1058	1109
1039	1046	1102	1118	1126	1129	1141	1148	1154	**1205**
1141	1148	**1204**	**1220**	**1228**	**1231**	**1243**	**1250**	**1256**	**107**
1241	**1248**	**104**	**120**	**128**	**131**	**143**	**150**	**156**	**207**
139	**146**	**202**	**218**	**226**	**229**	**241**	**248**	**254**	**305**
241	**248**	**304**	**320**	**328**	**331**	**343**	**350**	**357**	**409**
341	**349**	**406**	**423**	**431**	**434**	**446**	**453**	**500**	**512**
449	**457**	**514**	**531**	**539**	**542**	**554**	**601**	**608**	**620**
549	**557**	**614**	**631**	**639**	**642**	**654**	**701**	**707**	**718**
657	**704**	**719**	**734**	**742**	**745**	**756**	**803**	**809**	**820**
740	**747**	**802**	**817**	**825**	**828**	**839**	**846**	**851**	**901**
842	**848**	**903**	**917**	**925**	**928**	**939**	**946**	**951**	**1001**
1012	**1018**	**1033**	**1047**	**1055**	**1058**	**1109**	**1116**	**1121**	**1131**

A.M. - Light face type **P.M. - Bold face type**

NOTE: For additional service between the Mid-State Mall and New Brunswick, please consult NJ TRANSIT's 818 Schedule.

All trips are operated with lift-equipped buses. NOTE: when traveling into or out of the Port Authority Bus Terminal, please call 1 (973) 275-5555 in advance for the location of an accessible boarding gate.

LOOKING FOR A CAREER?
We're looking for:

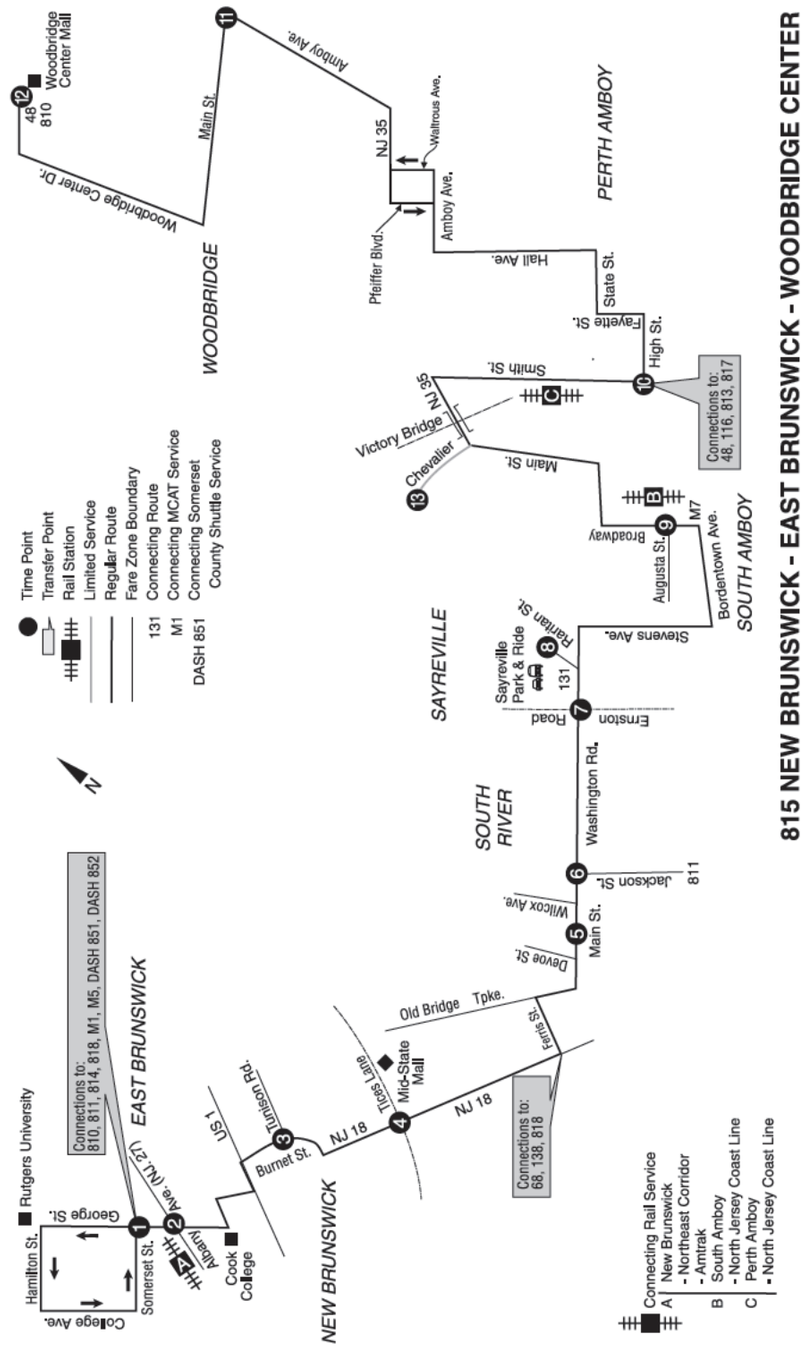
• Bus Operators
• Bus Servicepersons
• Other Positions
njtransit.com/careers
NJTRANSIT The Way To Go.

Saturdays

WOODBRIDGE Woodbridge Center Mall	WOODBRIDGE Amboy Ave. at Main St.	PERTH AMBOY Smith St. at High St.	SOUTH AMBOY Broadway at Augusta St.	SAYREVILLE Sayreville Park & Ride	SAYREVILLE Washington Rd. at Ernston Rd.	SOUTH RIVER Main St. between Wilcox/Devoe	EAST BRUNSWICK NJ 18 at Tices Lane	NEW BRUNSWICK Burnet St. at Tunison Rd.	NEW BRUNSWICK George St. at Albany St.
MAP REFERENCE									
12	11	10	9	8	7	5	4	3	2
956	1003	1020	1037	1045	1048	1059	1106	1111	1122
1056	1103	1120	1137	1145	1148	1159	**1206**	**1211**	**1222**
1156	**1203**	**1220**	**1237**	**1245**	**1248**	**1259**	**106**	**111**	**122**
1256	**103**	**120**	**137**	**145**	**148**	**159**	**206**	**211**	**222**
156	**203**	**220**	**237**	**245**	**248**	**259**	**306**	**311**	**322**
256	**303**	**320**	**337**	**345**	**348**	**359**	**406**	**411**	**422**
357	**404**	**421**	**437**	**445**	**448**	**459**	**505**	**510**	**522**
457	**504**	**521**	**537**	**545**	**548**	**559**	**605**	**610**	**622**
557	**604**	**621**	**637**	**645**	**648**	**659**	**705**	**710**	**722**
658	**705**	**722**	**737**	**745**	**748**	**759**	**805**	**810**	**822**
758	**805**	**822**	**837**	**845**	**848**	**859**	**905**	**910**	**922**
902	**909**	**925**	**939**	**947**	**950**	**1001**	**1007**	**1012**	**1022**
1002	**1009**	**1025**	**1039**	**1047**	**1050**	**1101**	**1107**	**1112**	**1122**

Sundays

WOODBRIDGE Woodbridge Center Mall	WOODBRIDGE Amboy Ave. at Main St.	PERTH AMBOY Smith St. at High St.	SAYREVILLE – Faith Fellowship Ministries Main St. Ext. at Chevalier Ave.	SOUTH AMBOY Broadway at Augusta St.	SAYREVILLE Sayreville Park & Ride	SAYREVILLE Washington Rd. at Ernston Rd.	SOUTH RIVER Main St. between Wilcox/Devoe	EAST BRUNSWICK NJ 18 at Tices Lane	NEW BRUNSWICK Burnet St. at Tunison Rd.	NEW BRUNSWICK George St. at Albany St.
MAP REFERENCE										
12	11	10	13	9	8	7	5	4	3	2
1046	1053	1110	1123	1130	1138	1141	1152	1159	1204	1215
1146	1153	**1210**	**1223**	**1230**	**1238**	**1241**	**1252**	**1259**	**104**	**115**
1246	**1253**	**110**	**123**	**130**	**138**	**141**	**152**	**159**	**204**	**215**
146	**153**	**210**	**223**	**230**	**238**	**241**	**252**	**259**	**304**	**315**
246	**253**	**310**	**323**	**330**	**338**	**341**	**352**	**359**	**404**	**415**
346	**353**	**410**	**423**	**430**	**438**	**441**	**452**	**459**	**504**	**515**
446	**453**	**510**	**523**	**530**	**538**	**541**	**552**	**559**	**604**	**615**
546	**553**	**610**	**623**	**630**	**638**	**641**	**652**	**659**	**704**	**715**
654	**701**	**718**	**730**	**737**	**745**	**748**	**759**	**806**	**811**	**822**
747	**754**	**811**	**823**	**830**	**838**	**841**	**852**	**859**	**904**	**915**



To Perth Amboy

Weekdays

MIDDLETOWN–Campbell's Junction Garfield Ave. at Leonardville Rd.	PORT MONMOUTH NJ 36 at Main St.	KEANSBURG Carr Ave. at Center Ave.	UNION BEACH Front St. at Pine St.	KEYPORT Broad St. at Front St.	CLIFFWOOD NJ 35 at Cliffwood Ave.	OLD BRIDGE TWP. (Laurence Harbor) RT-35 at Laurence Pkwy.	MORGAN Pine Ave at Parker St./Armstrong St.	SOUTH AMBOY Broadway at Augusta St.	PERTH AMBOY Rector St. at Washington St.
MAP REFERENCE									
10	9	8	7	6	5	4	3	2	1
530	532	545	557	603	608	613	616	622	646
630	632	645	657	703	708	713	716	722	746
730	732	745	757	803	808	813	816	822	846
830	832	845	857	903	908	913	916	922	946
930	932	945	957	1003	1008	1013	1016	1022	1046
1030	1032	1045	1057	1103	1108	1113	1116	1122	1146
1130	1132	1145	1157	**1203**	**1208**	**1213**	**1216**	**1222**	**1246**
1230	**1232**	**1245**	**1257**	**103**	**108**	**113**	**116**	**122**	**146**
130	**132**	**145**	**157**	**203**	**208**	**213**	**216**	**222**	**246**
230	**232**	**245**	**257**	**303**	**308**	**313**	**316**	**322**	**346**
330	**332**	**345**	**357**	**403**	**408**	**413**	**416**	**422**	**446**
430	**432**	**445**	**457**	**503**	**508**	**513**	**516**	**522**	**546**
535	**537**	**550**	**602**	**608**	**613**	**618**	**621**	**627**	**651**
635	**637**	**650**	**702**	**708**	**713**	**718**	**721**	**727**	**751**

Saturdays

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MAP REFERENCE									
10	9	8	7	6	5	4	3	2	1
630	633	645	657	703	708	713	716	721	744
730	733	745	757	803	808	813	816	821	844
830	833	845	857	903	908	913	916	921	944
930	933	945	957	1003	1008	1013	1016	1021	1044
1030	1033	1045	1057	1103	1108	1113	1116	1121	1144
1130	1133	1145	1157	**1203**	**1208**	**1213**	**1216**	**1221**	**1244**
1230	**1233**	**1245**	**1257**	**103**	**108**	**113**	**116**	**121**	**144**
130	**133**	**145**	**157**	**203**	**208**	**213**	**216**	**221**	**244**
230	**233**	**245**	**257**	**303**	**308**	**313**	**316**	**321**	**344**
330	**333**	**345**	**357**	**403**	**408**	**413**	**416**	**421**	**444**
430	**433**	**445**	**457**	**503**	**508**	**513**	**516**	**521**	**544**
535	**538**	**550**	**602**	**608**	**613**	**618**	**621**	**626**	**649**
635	**638**	**650**	**702**	**708**	**713**	**718**	**721**	**726**	**749**

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Holiday	Schedule in Effect
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Martin Luther King Jr. Day	Weekday
Presidents' Day	Weekday
Good Friday	Weekday
Easter	No Service
Memorial Day	No Service
Independence Day - July 4**	No Service
Labor Day	No Service
Columbus Day	Weekday
Veterans Day	Regular service
Wednesday Before Thanksgiving	See website for details
Thanksgiving Day	No Service
Friday After Thanksgiving	Weekday
Christmas Eve	See website for details
Christmas Day - Dec. 25**	No Service
New Year's Eve	See website for details

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NO SERVICE will be operated on Sundays.





817



with service to
- PERTH AMBOY
- SOUTH AMBOY
- OLD BRIDGE
  Laurence Harbor
- ABERDEEN
  Cliffwood Beach
- KEYPORT
- UNION BEACH
- KEANSBURG
- MIDDLETOWN
  Port Monmouth
  Campbell's Junction

BUS Perth Amboy ↔ Campbell's Junction Issued 1/17/21

NJ TRANSIT The Way To Go.

take note

Important Changes what's new for riders

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Contact Us

we're here to help

Customer Service
Commendations/Complaints
Schedules, Fares and Lost & Found
NJ TRANSIT Information
1 (732) 249-1100
Ext. 224

Text Telephone (TT) (800) 772-2287
Lost & Found (732) 442-6969

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njtransit.com
GOOGLE TRANSLATE

Service on this line is operated by Coach USA under contract with NJ TRANSIT.

T0817 - 1/21

To Campbell's Junction

Weekdays

PERTH AMBOY Rector St. at Washington St.	SOUTH AMBOY Broadway at Augusta St.	MORGAN Pine Ave at Parker St./Armstrong St.	OLD BRIDGE TWP. (Laurence Harbor) RT-35 at Laurence Pkwy.	CLIFFWOOD NJ 35 at Cliffwood Ave.	KEYPORT Broad St. at Front St.	UNION BEACH Front St. at Pine St.	KEANSBURG Carr Ave. at Center Ave.	PORT MONMOUTH NJ 36 at Main St.	MIDDLETOWN–Campbell's Junction Garfield Ave. at Leonardville Rd.
MAP REFERENCE									
1	2	3	4	5	6	7	8	9	10
507	529	534	537	542	548	553	606	618	620
554	619	624	627	632	638	643	656	708	710
654	719	724	727	732	738	743	756	808	810
754	819	824	827	832	838	843	856	908	910
854	919	924	927	932	938	943	956	1008	1010
954	1019	1024	1027	1032	1038	1043	1056	1108	1110
1054	1119	1124	1127	1132	1138	1143	1156	**1208**	**1210**
1154	**1219**	**1224**	**1227**	**1232**	**1238**	**1243**	**1256**	**108**	**110**
1254	**119**	**124**	**127**	**132**	**138**	**143**	**156**	**208**	**210**
154	**219**	**224**	**227**	**232**	**238**	**243**	**256**	**308**	**310**
254	**319**	**324**	**327**	**332**	**338**	**343**	**356**	**408**	**410**
354	**419**	**424**	**427**	**432**	**438**	**443**	**456**	**508**	**510**
454	**519**	**524**	**527**	**532**	**538**	**543**	**556**	**608**	**610**
554	**619**	**624**	**627**	**632**	**638**	**643**	**656**	**708**	**710**

Saturdays

PERTH AMBOY Rector St. at Washington St.	SOUTH AMBOY Broadway at Augusta St.	MORGAN Pine Ave at Parker St./Armstrong St.	OLD BRIDGE TWP. (Laurence Harbor) RT-35 at Laurence Pkwy.	CLIFFWOOD NJ 35 at Cliffwood Ave.	KEYPORT Broad St. at Front St.	UNION BEACH Front St. at Pine St.	KEANSBURG Carr Ave. at Center Ave.	PORT MONMOUTH NJ 36 at Main St.	MIDDLETOWN–Campbell's Junction Garfield Ave. at Leonardville Rd.
MAP REFERENCE									
1	2	3	4	5	6	7	8	9	10
556	619	624	627	632	638	643	655	708	710
656	719	724	727	732	738	743	755	808	810
756	819	824	827	832	838	843	855	908	910
854	919	924	927	932	938	943	955	1008	1010
954	1019	1024	1027	1032	1038	1043	1055	1108	1110
1054	1119	1124	1127	1132	1138	1143	1155	**1208**	**1210**
1154	**1219**	**1224**	**1227**	**1232**	**1238**	**1243**	**1255**	**108**	**110**
1254	**119**	**124**	**127**	**132**	**138**	**143**	**155**	**208**	**210**
154	**219**	**224**	**227**	**232**	**238**	**243**	**255**	**308**	**310**
254	**319**	**324**	**327**	**332**	**338**	**343**	**355**	**408**	**410**
354	**419**	**424**	**427**	**432**	**438**	**443**	**455**	**508**	**510**
454	**519**	**524**	**527**	**532**	**538**	**543**	**555**	**608**	**610**

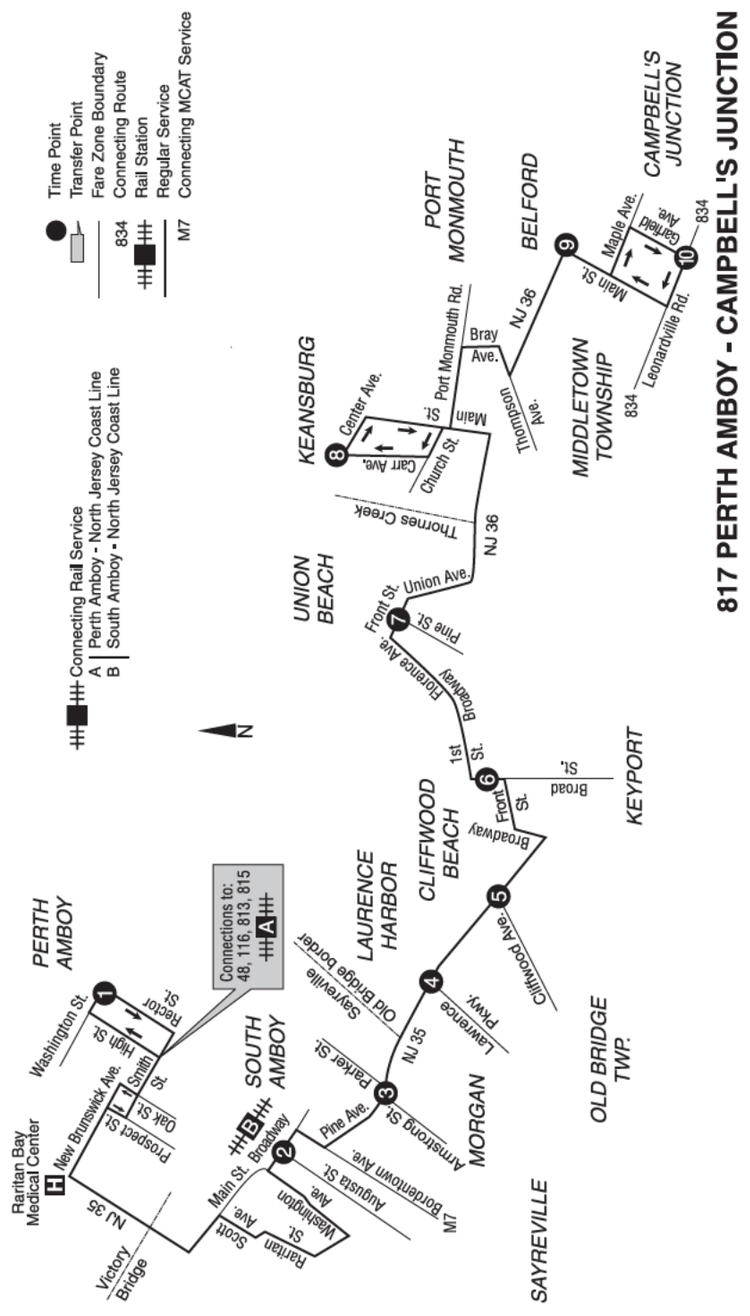
A.M. - Light face type **P.M. - Bold face type**

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LOOKING FOR A CAREER?
We're looking for:
• Bus Operators
• Bus Servicepersons
• Other Positions
njtransit.com/careers
NJTRANSIT The Way To Go.

NO SERVICE will be operated on Sundays.

Do you know someone who needs help obtaining NJ TRANSIT INFO in another language?
Translation Services Available:
• Website Using Google Translate
• Transit Information (973-275-5555) Using Language Line 8:30am — 5pm Daily
• Customer Service Offices Using Language Line



817 PERTH AMBOY - CAMPBELL'S JUNCTION

818

To Old Bridge

Weekdays

NEW BRUNSWICK Somerset St. at George St.	NEW BRUNSWICK Burnet St. at Tunison Rd.	EAST BRUNSWICK NJ 18 at Tices Lane	BRUNSWICK SQUARE MALL Mall Entrance next to Starplex Cinema	OLD BRIDGE RT-516 at Bushnell Rd.	OLD BRIDGE US-9 at Fairway Lane	OLD BRIDGE Ticetown Rd. at Rotary S.C. Complex	OLD BRIDGE Civic Center
MAP REFERENCE							
1	3	4	5	6	7	8	9
730	747	755	803	814	818	–	823
830	847	855	903	914	918	–	923
930	947	955	1003	1014	–	1017	1021
1030	1047	1055	1103	1114	1118	–	1123
1130	1147	1155	**1203**	**1214**	–	**1217**	**1221**
1230	**1247**	**1255**	**103**	**114**	**118**	–	**123**
130	**147**	**155**	**203**	**214**	–	**217**	**221**
230	**247**	**255**	**303**	**314**	**318**	–	**323**
330	**351**	**401**	**409**	**421**	–	**425**	**429**
445	**506**	**516**	**524**	**536**	**540**	–	**547**
548	**609**	**619**	**627**	**639**	**643**	–	**650**
640	**701**	**711**	**719**	**730**	**734**	–	**739**
730	**747**	**755**	**803**	**814**	**818**	–	**823**
825	**842**	**850**	**858**	**909**	**913**	–	**918**

A.M. - Light face type **P.M. - Bold face type**

Saturdays

NEW BRUNSWICK Somerset St. at George St.	NEW BRUNSWICK Burnet St. at Tunison Rd.	EAST BRUNSWICK NJ 18 at Tices Lane	BRUNSWICK SQUARE MALL Mall Entrance next to Starplex Cinema	OLD BRIDGE RT-516 at Bushnell Rd.	OLD BRIDGE US-9 at Fairway Lane	OLD BRIDGE Ticetown Rd. at Rotary S.C. Complex	OLD BRIDGE Civic Center
MAP REFERENCE							
1	3	4	5	6	7	8	9
947	1003	1011	1020	1032	–	1036	1040
1047	1103	1111	1120	1132	1136	–	1141
1147	**1203**	**1211**	**1220**	**1232**	–	**1236**	**1240**
1247	**103**	**111**	**120**	**132**	**136**	–	**141**
147	**203**	**211**	**220**	**232**	**236**	–	**241**
247	**303**	**311**	**320**	**332**	–	**336**	**340**
347	**403**	**411**	**420**	**432**	**436**	–	**441**
447	**503**	**511**	**520**	**532**	–	**536**	**540**
547	**603**	**611**	**620**	**632**	**636**	–	**641**
647	**703**	**711**	**720**	**732**	**736**	–	**741**
747	**802**	**809**	**818**	**828**	**832**	–	**837**
847	**902**	**909**	**918**	**928**	**932**	–	**937**

All trips are operated with lift-equipped buses. NOTE: when traveling into or out of the Port Authority Bus Terminal, please call 1 (973) 275-5555 in advance for the location of an accessible boarding gate.

Sundays

NEW BRUNSWICK Somerset St. at George St.	NEW BRUNSWICK Burnet St. at Tunison Rd.	EAST BRUNSWICK NJ 18 at Tices Lane	BRUNSWICK SQUARE MALL Mall Entrance next to Starplex Cinema	OLD BRIDGE RT-516 at Bushnell Rd.	OLD BRIDGE US-9 at Fairway Lane	OLD BRIDGE Ticetown Rd. at Rotary S.C. Complex	OLD BRIDGE Civic Center
MAP REFERENCE							
1	3	4	5	6	7	8	9
1055	1110	1118	1126	1136	1140	–	1145
1155	**1210**	**1218**	**1226**	**1236**	–	**1239**	**1243**
1255	**110**	**118**	**126**	**136**	**140**	–	**145**
155	**210**	**218**	**226**	**236**	–	**239**	**243**
255	**310**	**318**	**326**	**336**	**340**	–	**345**
355	**410**	**417**	**425**	**435**	**439**	–	**444**
455	**510**	**517**	**525**	**535**	–	**538**	**542**
555	**610**	**617**	**625**	**635**	**639**	–	**644**

Note:
For additional service between the Mid-State Mall and New Brunswick, please consult NJ TRANSIT's 815 Schedule.

Holiday Service Guide

Holiday	Schedule in Effect
New Year's Day - Jan. 1**	Sunday
Martin Luther King Jr. Day	Weekday
Presidents' Day	Weekday
Good Friday	Weekday
Easter	Sunday
Memorial Day	Sunday
Independence Day - July 4**	Sunday
Labor Day	Sunday
Columbus Day	Weekday
Veterans Day	Regular service
Wednesday Before Thanksgiving	See website for details
Thanksgiving Day	No Service
Friday After Thanksgiving	Weekday
Christmas Eve	See website for details
Christmas Day - Dec. 25**	No Service
New Year's Eve	See website for details

**Observed Holidays - When this holiday falls on a weekend, a special schedule will be operated on the observed holiday. Please check our website at www.njtransit.com to confirm the schedule in effect on holidays.





Fare Information

This is an exact fare line. Passengers are required to have exact fare when boarding buses on this line. One dollar bills and most U.S. coins are accepted. Drivers do not carry money and cannot make change.
Customers departing from the Port Authority Bus Terminal or George Washington Bridge Bus Station in New York MUST have a ticket or pass to board a bus.

How to determine your fare

Your fare is based on the number of zones you travel through. Check the map on this schedule to see how many zones you travel. Each time you cross a zone boundary, you must pay for another zone.

Cash Fares

Zone	1	2	Transfer
Adult	$1.60	$2.55	$0.75
Children (5-11) & Sr. Citizens (62 & Older)	$0.75	$1.10	$0.35

Transfers must be purchased when boarding bus.
For additional information about the NJ TRANSIT bus fares and ticket options, please consult the NJ TRANSIT Bus Rider Guide or our website, www.njtransit.com



with service to
- **NEW BRUNSWICK**
  Rutgers University
  Cook College
- **EAST BRUNSWICK**
  Mid-State Mall
  Brunswick Square Mall
- **OLD BRIDGE**
  Browntown Shopping Center
  Old Bridge Civic Center

BUS New Brunswick ↔ East Brunswick ↔ Old Bridge Issued 1/17/21

NJ TRANSIT The Way To Go.

take note

Important Changes what's new for riders

This service is now operated by Coach USA under contract with NJ TRANSIT.

Purchase tickets or a monthly pass for this route using the NJ TRANSIT Mobile App®. Download or update the free app for the latest features.

Contact Us
we're here to help

Customer Service
Commendations/Complaints
Schedules, Fares and Lost & Found
NJ TRANSIT Information
1 (732) 249-1100
Ext. 224
Text Telephone (TT) (800) 772-2287
Lost & Found (732) 442-6969

Language Assistance
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njtransit.com
GOOGLE TRANSLATE

Service on this line is operated by Coach USA under contract with NJ Transit.

T0818 - 1/21

To New Brunswick

Weekdays

OLD BRIDGE Civic Center	OLD BRIDGE Ticetown Rd. at Rotary S.C. Complex	OLD BRIDGE US-9 at Fairway Lane	OLD BRIDGE RT-516 at Bushnell Rd.	BRUNSWICK SQUARE MALL Mall Entrance next to Starplex Cinema	EAST BRUNSWICK NJ 18 at Tices Lane	NEW BRUNSWICK Burnet St. at Tunison Rd.	NEW BRUNSWICK George St. at Albany St.
MAP REFERENCE							
9	8	7	6	5	4	3	2
642	–	645	650	–	707	713	725
737	–	740	745	758	807	813	825
837	–	840	845	858	907	913	925
939	943	–	946	959	1008	1014	1025
1038	–	1041	1046	1059	1108	1114	1125
1139	1143	–	1146	1159	**1208**	**1214**	**1225**
1238	–	**1241**	**1246**	**1259**	**108**	**114**	**125**
139	**143**	–	**146**	**159**	**208**	**214**	**225**
238	–	**241**	**246**	**259**	**308**	**314**	**325**
345	**349**	–	**353**	**406**	**416**	**423**	**435**
445	–	**448**	**453**	**506**	**516**	**523**	**535**
559	–	**602**	**607**	**620**	**630**	**637**	**648**
704	–	**707**	**712**	**724**	**733**	**738**	**748**
847	–	**850**	**855**	**907**	**916**	**921**	**931**
950	–	**953**	**957**	**1008**	**1016**	**1021**	**1031**

Saturdays

OLD BRIDGE Civic Center	OLD BRIDGE Ticetown Rd. at Rotary S.C. Complex	OLD BRIDGE US-9 at Fairway Lane	OLD BRIDGE RT-516 at Bushnell Rd.	BRUNSWICK SQUARE MALL Mall Entrance next to Starplex Cinema	EAST BRUNSWICK NJ 18 at Tices Lane	NEW BRUNSWICK Burnet St. at Tunison Rd.	NEW BRUNSWICK George St. at Albany St.
MAP REFERENCE							
9	8	7	6	5	4	3	2
854	–	857	902	915	925	930	942
954	958	–	1002	1016	1026	1031	1042
1054	–	1057	1102	1116	1126	1131	1142
1154	1158	–	**1202**	**1216**	**1226**	**1231**	**1242**
1254	–	**1257**	**102**	**116**	**126**	**131**	**142**
154	–	**157**	**202**	**216**	**226**	**231**	**242**
254	**258**	–	**302**	**316**	**326**	**331**	**342**
354	–	**357**	**402**	**415**	**425**	**430**	**442**
454	**458**	–	**502**	**515**	**525**	**530**	**542**
554	–	**557**	**602**	**615**	**625**	**630**	**642**
656	–	**659**	**704**	**716**	**725**	**730**	**742**
756	–	**759**	**804**	**816**	**825**	**830**	**842**
859	–	**902**	**906**	**918**	**927**	**932**	**942**
959	–	**1002**	**1006**	**1018**	**1027**	**1032**	**1042**

A.M. - Light face type **P.M. - Bold face type**

Note: For additional service between the Mid-State Mall and New Brunswick, please consult NJ TRANSIT's 815 Schedule.

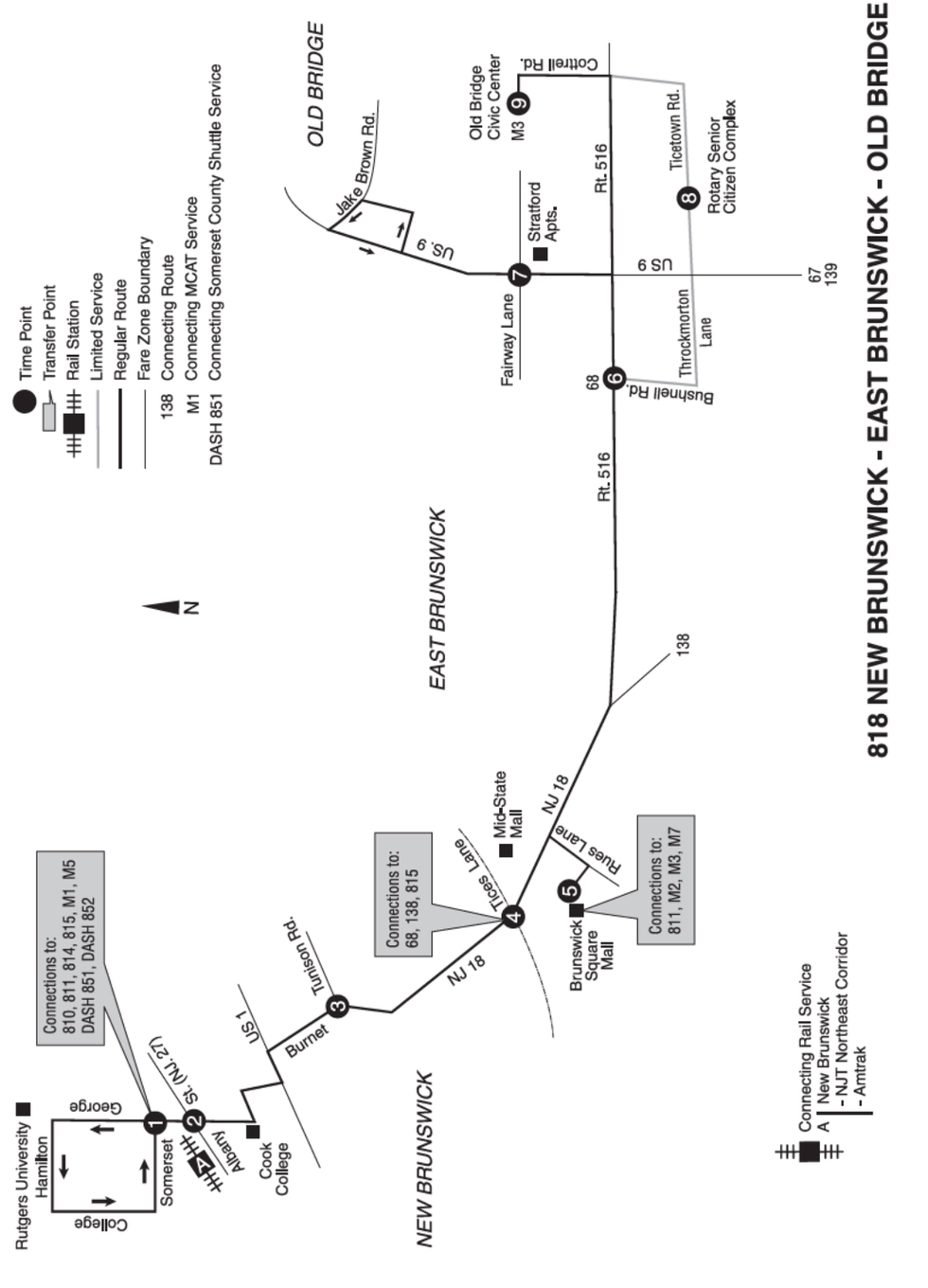
LOOKING FOR A CAREER? We're looking for:
• Bus Operators • Bus Servicepersons
• Other Positions
njtransit.com/careers

mybus

When will your bus arrive?
Call 973-275-5555 or text the 5-digit bus stop ID number to mybus (69287) for real-time and scheduled arrivals at your bus stop.

Sundays

OLD BRIDGE Civic Center	OLD BRIDGE Ticetown Rd. at Rotary S.C. Complex	OLD BRIDGE US-9 at Fairway Lane	OLD BRIDGE RT-516 at Bushnell Rd.	BRUNSWICK SQUARE MALL Mall Entrance next to Starplex Cinema	EAST BRUNSWICK NJ 18 at Tices Lane	NEW BRUNSWICK Burnet St. at Tunison Rd.	NEW BRUNSWICK George St. at Albany St.
MAP REFERENCE							
9	8	7	6	5	4	3	2
1058	–	1101	1106	1119	1129	1134	1145
1158	1202	–	1206	1219	1229	1234	1245
1258	–	101	106	119	129	134	145
158	202	–	206	219	229	234	245
258	302	–	306	319	329	334	345
358	–	401	406	419	429	434	445
458	502	–	506	519	529	534	545
558	–	601	606	619	629	634	645



819

To Plainfield/Piscataway

Weekdays

SOUTH PLAINFIELD Stelton Rd. at Hadley Center Dr.	SOUTH PLAINFIELD Clinton Ave. at New Market Ave.	METUCHEN Pennsylvania Ave. at Metuchen Rail Sta.	METUCHEN Main St. at NJ 27	EDISON Plainfield Rd. at Oak Tree Rd.	SOUTH PLAINFIELD Plainfield Ave. at Sampton Ave.	PLAINFIELD Randolph Rd. at Arlington Ave.	PLAINFIELD Watchung Ave. at E. 4th St.	PLAINFIELD 3rd St. at Church St.	PISCATAWAY 4th St. at Rushmore Ave.
MAP REFERENCE									
10	9	8	7	6	5	4	3	2	1
–	–	–	–	–	–	600	605	–	620
725	732	–	–	–	734	739	744	745	–
–	–	730	732	740	754	759	804	–	819
827	834	–	–	–	836	841	846	847	–
–	–	830	832	840	854	859	904	–	919
927	934	–	–	–	936	941	946	947	–
–	–	930	932	940	954	959	1004	–	1019
1027	1034	–	–	–	1036	1041	1046	1047	–
–	–	1030	1032	1040	1054	1059	1104	–	1119
1127	1134	–	–	–	1136	1141	1146	1147	–
–	–	1130	1132	1140	1154	1159	**1204**	–	**1219**
1227	**1234**	–	–	–	**1236**	**1241**	**1246**	**1247**	–
–	–	**1230**	**1232**	**1240**	**1254**	**1259**	**104**	–	**119**
127	**134**	–	–	–	**136**	**141**	**146**	**147**	–
–	–	**130**	**132**	**140**	**154**	**159**	**204**	–	**219**
227	**234**	–	–	–	**236**	**241**	**246**	**247**	–
–	–	**230**	**232**	**240**	**254**	**259**	**304**	–	**319**
327	**334**	–	–	–	**336**	**341**	**346**	**347**	–
–	–	**330**	**332**	**340**	**354**	**359**	**404**	–	**419**
427	**434**	–	–	–	**436**	**441**	**446**	**447**	–
–	–	**430**	**432**	**440**	**454**	**459**	**504**	–	**519**
527	**534**	–	–	–	**536**	**541**	**546**	**547**	–
–	–	**530**	**532**	**540**	**554**	**559**	**604**	–	**619**
627	**634**	–	–	–	**636**	**641**	**646**	**647**	–
–	–	**630**	**632**	**640**	**654**	**659**	**704**	–	**719**

Saturdays

SOUTH PLAINFIELD Stelton Rd. at Hadley Center Dr.	SOUTH PLAINFIELD Clinton Ave. at New Market Ave.	SOUTH PLAINFIELD Plainfield Ave. at Sampton Ave.	PLAINFIELD Randolph Rd. at Arlington Ave.	PLAINFIELD Watchung Ave. at E. 4th St.	PISCATAWAY 4th St. at Rushmore Ave.
MAP REFERENCE					
10	9	5	4	3	1
909	915	917	922	927	942
1039	1045	1047	1052	1057	1112
1209	**1215**	**1217**	**1222**	**1227**	**1242**
139	**145**	**147**	**152**	**157**	**212**
309	**315**	**317**	**322**	**327**	**342**
439	**445**	**447**	**452**	**457**	**512**
609	**615**	**617**	**622**	**627**	**642**

A.M. - Light face type
P.M. - Bold face type

NO SERVICE will be operated on Sundays



Holiday Service Guide

Holiday	Schedule in Effect
New Year's Day - Jan. 1**	No Service
Martin Luther King Jr. Day	Weekday
Presidents' Day	Weekday
Good Friday	Weekday
Easter	No Service
Memorial Day	No Service
Independence Day - July 4**	No Service
Labor Day	No Service
Columbus Day	Weekday
Veterans Day	Regular service
Wednesday Before Thanksgiving	See website for details
Thanksgiving Day	No Service
Friday After Thanksgiving	Weekday
Christmas Eve	See website for details
Christmas Day - Dec. 25**	No Service
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mybus

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with service to
- PISCATAWAY
- PLAINFIELD
  Plainfield Rail Station
- SOUTH PLAINFIELD
  Hadley Center
- EDISON
- METUCHEN
  Metuchen Rail Station

Issued 1/17/21

BUS Piscataway ↔ Plainfield ↔ Metuchen ↔ So. Plainfield

NJ TRANSIT The Way To Go.

take note

Important Changes what's new for riders

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Purchase tickets or a monthly pass for this route using the NJ TRANSIT Mobile App®. Download or update the free app for the latest features.

Contact Us

we're here to help

Customer Service
Commendations/Complaints
Schedules, Fares and Lost & Found
NJ TRANSIT Information
1 (732) 249-1100
Ext. 224

Text Telephone (TT) (800) 772-2287
Lost & Found (732) 442-6969

Language Assistance
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njtransit.com
GOOGLE TRANSLATE

Service on this line is operated by Coach USA under contract with NJ Transit.

T0819 - 1/21

To Metuchen/South Plainfield

Weekdays

PISCATAWAY 4th St. at Rushmore Ave.	PLAINFIELD 3rd St. at Church St.	PLAINFIELD Watchung Ave. at E. 4th St.	PLAINFIELD Randolph Rd. at Arlington Ave.	SOUTH PLAINFIELD Plainfield Ave. at Sampton Ave.	EDISON Plainfield Rd. at Oak Tree Rd.	METUCHEN Main St. at NJ 27	METUCHEN Pennsylvania Ave. at Metuchen Rail Sta.	SOUTH PLAINFIELD Clinton Ave. at New Market Ave.	SOUTH PLAINFIELD Stelton Rd. at Hadley Center Dr.
MAP REFERENCE									
1	2	3	4	5	6	7	8	9	10
620	–	635	640	645	659	707	709	–	–
–	700	701	706	711	–	–	–	713	725
730	–	745	750	755	809	817	819	–	–
–	802	803	808	813	–	–	–	815	827
830	–	845	850	855	909	917	919	–	–
–	902	903	908	913	–	–	–	915	927
930	–	945	950	955	1009	1017	1019	–	–
–	1002	1003	1008	1013	–	–	–	1015	1027
1030	–	1045	1050	1055	1109	1117	1119	–	–
–	1102	1103	1108	1113	–	–	–	1115	1127
1130	–	1145	1150	1155	**1209**	**1217**	**1219**	–	–
–	**1202**	**1203**	**1208**	**1213**	–	–	–	**1215**	**1227**
1230	–	**1245**	**1250**	**1255**	**109**	**117**	**119**	–	–
–	**102**	**103**	**108**	**113**	–	–	–	**115**	**127**
130	–	**145**	**150**	**155**	**209**	**217**	**219**	–	–
–	**202**	**203**	**208**	**213**	–	–	–	**215**	**227**
230	–	**245**	**250**	**255**	**309**	**317**	**319**	–	–
–	**302**	**303**	**308**	**313**	–	–	–	**315**	**327**
330	–	**345**	**350**	**355**	**409**	**417**	**419**	–	–
–	**402**	**403**	**408**	**413**	–	–	–	**415**	**427**
430	–	**445**	**450**	**455**	**509**	**517**	**519**	–	–
–	**502**	**503**	**508**	**513**	–	–	–	**515**	**527**
530	–	**545**	**550**	**555**	**609**	**617**	**619**	–	–
–	**602**	**603**	**608**	**613**	–	–	–	**615**	**627**
630	–	**645**	**650**	**655**	**709**	**717**	**719**	–	–

Saturdays

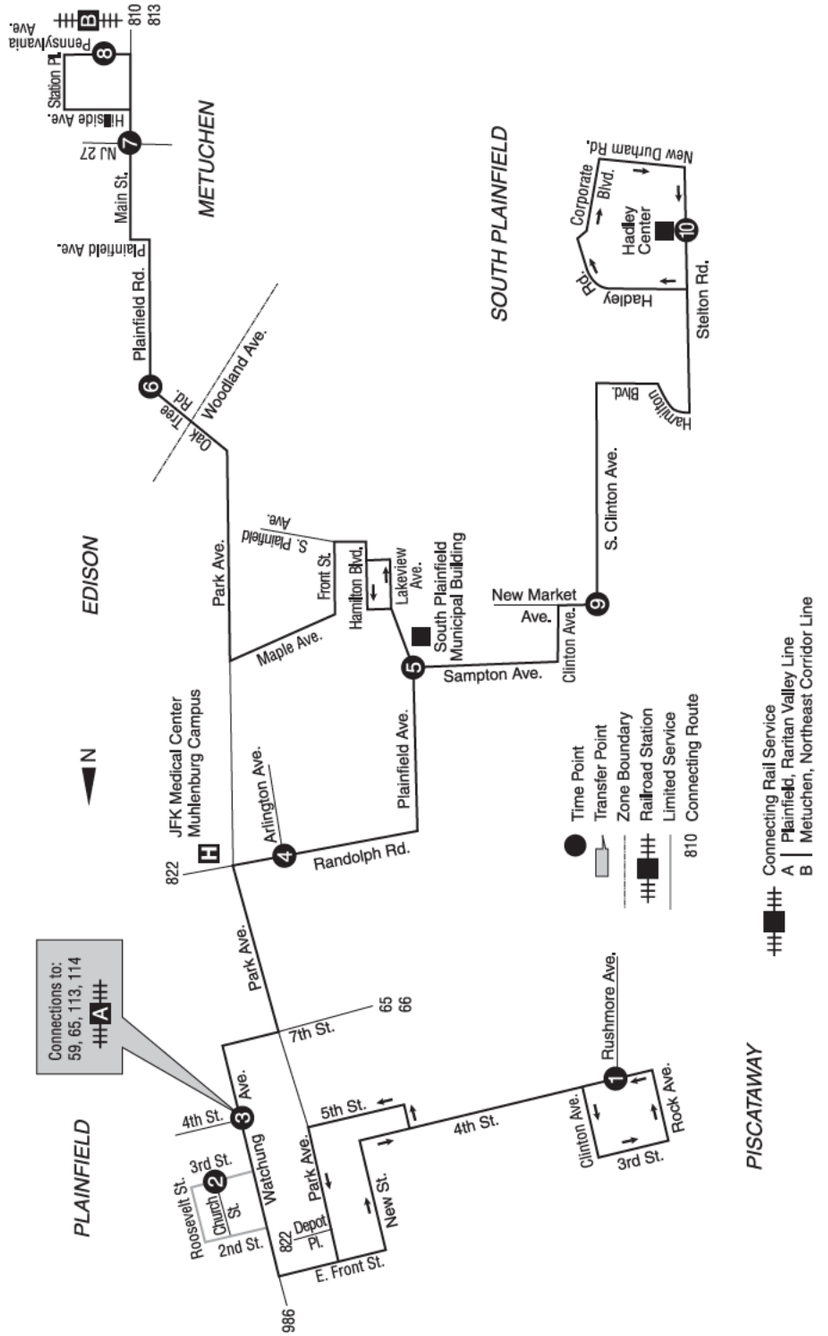
PISCATAWAY 4th St. at Rushmore Ave.	PLAINFIELD Watchung Ave. at E. 4th St.	PLAINFIELD Randolph Rd. at Arlington Ave.	SOUTH PLAINFIELD Plainfield Ave. at Sampton Ave.	SOUTH PLAINFIELD Clinton Ave. at New Market Ave.	SOUTH PLAINFIELD Stelton Rd. at Hadley Center Dr.
MAP REFERENCE					
1	3	4	5	9	10
830	845	850	855	857	909
1000	1015	1020	1025	1027	1039
1130	1145	1150	1155	1157	**1209**
100	**115**	**120**	**125**	**127**	**139**
230	**245**	**250**	**255**	**257**	**309**
400	**415**	**420**	**425**	**427**	**439**
530	**545**	**550**	**555**	**557**	**609**

A.M. - Light face type
P.M. - Bold face type

NO SERVICE will be operated on Sundays


LOOKING FOR A CAREER? We're looking for:
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• Other Positions
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819 PISCATAWAY - PLAINFIELD - METUCHEN - SO. PLAINFIELD

822

BUS Plainfield ↔ North Plainfield

Issued 1/17/21



with service to

- **NORTH PLAINFIELD**
  North Plainfield Shopping Center
  JFK Medical Center-Muhlenburg Campus
- **PLAINFIELD**
  Plainfield Rail Station
  Netherwood Rail Station

To North Plainfield

Weekdays

PLAINFIELD Terrill Rd. at South Ave.	PLAINFIELD Woodland Ave. at South Ave.	JFK MEDICAL CENTER - MUHLENBERG CAMPUS Randolph Rd. at Hillside Ave.	PLAINFIELD Park Ave. at Depot place	NORH PLAINFIELD Somerset St. at Jackson Ave.	NORTH PLAINFIELD North Plainfield Shopping Center (Rt 22)
MAP REFERENCE					
7	5	4	3	2	1
725	729	734	739	744	754
825	829	834	839	844	854
925	929	934	939	944	954
1025	1029	1034	1039	1044	1054
1125	1129	1134	1139	1144	1154
1225	**1229**	**1234**	**1239**	**1244**	**1254**
125	**129**	**134**	**139**	**144**	**154**
225	**229**	**234**	**239**	**244**	**254**
329	**333**	**338**	**343**	**348**	**358**
435	**439**	**444**	**449**	**454**	**504**
535	**539**	**544**	**549**	**554**	**604**

Saturdays

PLAINFIELD Terrill Rd. at South Ave.	PLAINFIELD Woodland Ave. at South Ave.	JFK MEDICAL CENTER - MUHLENBERG CAMPUS Randolph Rd. at Hillside Ave.	PLAINFIELD Park Ave. at Depot place	NORH PLAINFIELD Somerset St. at Jackson Ave.	NORTH PLAINFIELD North Plainfield Shopping Center (Rt 22)
MAP REFERENCE					
7	5	4	3	2	1
925	929	934	939	944	954
1025	1029	1034	1039	1044	1054
1125	1129	1134	1139	1144	1154
1225	**1229**	**1234**	**1239**	**1244**	**1254**
125	**129**	**134**	**139**	**144**	**154**
225	**229**	**234**	**239**	**244**	**254**
325	**329**	**334**	**339**	**344**	**354**
425	**429**	**434**	**439**	**444**	**454**

A.M. - Light face type
P.M. - Bold face type

All trips are operated with lift-equipped buses. NOTE: when traveling into or out of the Port Authority Bus Terminal, please call 1 (973) 275-5555 in advance for the location of an accessible boarding gate.

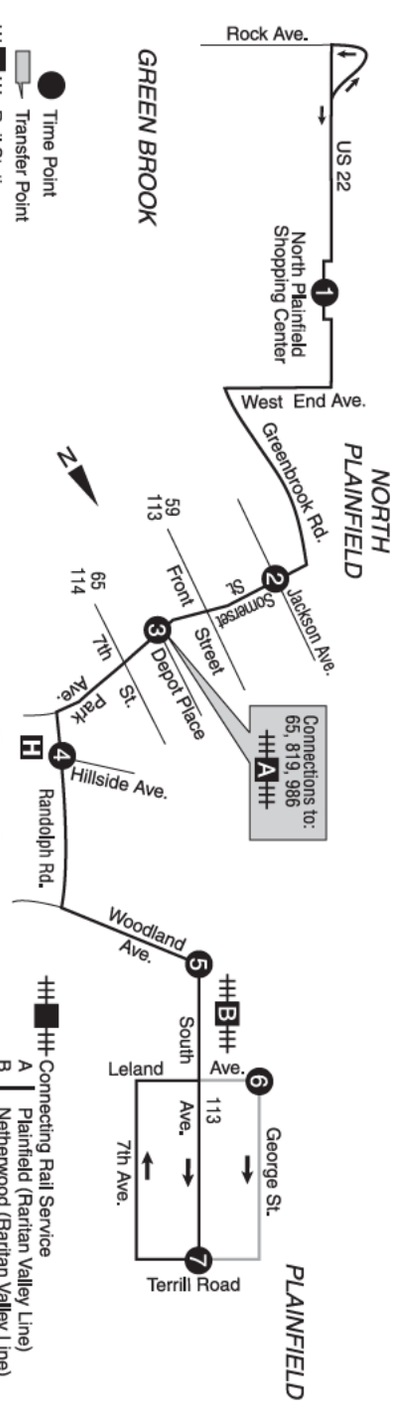
NO SERVICE will be operated on Sundays

mybus

When will your bus arrive?
Call 973-275-5555 or text the 5-digit bus stop ID number to mybus (69287) for real-time and scheduled arrivals at your bus stop.

LOOKING FOR A CAREER?
We're looking for:
- Bus Operators
- Bus Servicepersons
- Other Positions

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NJTRANSIT The Way To Go.



822 PLAINFIELD-NORTH PLAINFIELD

take note

Important Changes what's new for riders

This service is now operated by Coach USA under contract with NJ TRANSIT.

Purchase tickets or a monthly pass for this route using the NJ TRANSIT Mobile App®. Download or update the free app for the latest features.

Contact Us

we're here to help

Customer Service
Commendations/Complaints
Schedules, Fares and Lost & Found
NJ TRANSIT Information
1 (732) 249-1100
Ext. 224

Text Telephone (TT) (800) 772-2287
Lost & Found (732) 442-6969

Language Assistance
Translation services are available using Google Translate on njtransit.com, by calling 973-275-5555, or stopping at a Customer Service Office.

njtransit.com
GOOGLE TRANSLATE

Service on this line is operated by Coach USA under contract with NJ Transit.

T0822 - 1/21

To Plainfield

Weekdays

NORTH PLAINFIELD North Plainfield Shopping Center (Rt 22)	NORH PLAINFIELD Somerset St. at Jackson Ave.	PLAINFIELD Park Ave. at Depot place	JFK MEDICAL CENTER - MUHLENBERG CAMPUS Randolph Rd. at Hillside Ave.	PLAINFIELD Woodland Ave. at South Ave.	PLAINFIELD Leland Ave. at George St.	PLAINFIELD Terrill Rd. at South Ave.
MAP REFERENCE						
1	2	3	4	5	6	7
656	702	707	711	716	720	725
800	806	811	815	820	–	825
900	906	911	915	920	–	925
1000	1006	1011	1015	1020	–	1025
1100	1106	1111	1115	1120	–	1125
1200	**1206**	**1211**	**1215**	**1220**	–	**1225**
100	**106**	**111**	**115**	**120**	–	**125**
200	**206**	**211**	**215**	**220**	–	**225**
300	**306**	**311**	**315**	**320**	**324**	**329**
410	**416**	**421**	**425**	**430**	–	**435**
510	**516**	**521**	**525**	**530**	–	**535**
610	**616**	**621**	**625**	–	–	–

Saturdays

NORTH PLAINFIELD North Plainfield Shopping Center (Rt 22)	NORH PLAINFIELD Somerset St. at Jackson Ave.	PLAINFIELD Park Ave. at Depot place	JFK MEDICAL CENTER - MUHLENBERG CAMPUS Randolph Rd. at Hillside Ave.	PLAINFIELD Woodland Ave. at South Ave.	PLAINFIELD Terrill Rd. at South Ave.
MAP REFERENCE					
1	2	3	4	5	7
1000	1006	1011	1015	1020	1025
1100	1106	1111	1115	1120	1125
1200	**1206**	**1211**	**1215**	**1220**	**1225**
100	**106**	**111**	**115**	**120**	**125**
200	**206**	**211**	**215**	**220**	**225**
300	**306**	**311**	**315**	**320**	**325**
400	**406**	**411**	**415**	**420**	**425**
500	**506**	**511**	**515**	**520**	**525**

A.M. - Light face type
P.M. - Bold face type



Holiday Service Guide

Holiday	Schedule in Effect
New Year's Day - Jan. 1**	No Service
Martin Luther King Jr. Day	Weekday
Presidents' Day	Weekday
Good Friday	Weekday
Easter	No Service
Memorial Day	No Service
Independence Day - July 4**	No Service
Labor Day	No Service
Columbus Day	Weekday
Veterans Day	Regular service
Wednesday Before Thanksgiving	See website for details
Thanksgiving Day	No Service
Friday After Thanksgiving	Weekday
Christmas Eve	See website for details
Christmas Day - Dec. 25**	No Service
New Year's Eve	See website for details

**Observed Holidays - When this holiday falls on a weekend a special schedule will be operated on the observed holiday. Please check our website at www.njtransit.com to confirm the schedule in effect on holidays.

Fare Information

This is an exact fare line. Passengers are required to have exact fare when boarding buses on this line. One dollar bills and most U.S. coins are accepted. Drivers do not carry money and cannot make change.
Customers departing from the Port Authority Bus Terminal or George Washington Bridge Bus Station in New York MUST have a ticket or pass to board a bus.

How to determine your fare

Your fare is based on the number of zones you travel through. Check the map on this schedule to see how many zones you travel. Each time you cross a zone boundary, you must pay for another zone.

Cash Fares

Zone	1	Transfer
Adult	$1.60	$0.75
Children (5-11) & Sr. Citizens (62 & Older)	$0.75	$0.35

Transfers must be purchased when boarding bus.

For additional information about the NJ TRANSIT bus fares and ticket options, please consult the NJ TRANSIT Bus Rider Guide or our website, www.njtransit.com

NO SERVICE will be operated on Sundays



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NEW JERSEY TRANSIT REQUEST FOR PROPOSAL NO. 21-030

MIDDLESEX COUNTY LOCAL BUS SERVICE

EXHIBIT C

SUPPLEMENTAL STATISTICS

801	Metro Park Loop
802	Metro Park Loop
803	Metro Park Loop
804	Metro Park Loop
805	Metro Park Loop
810	New Brunswick / Woodbridge Center
811	New Brunswick / South River
813	Perth Amboy / Middlesex County College
814	North Brunswick / New Brunswick / Middlesex County College
815	New Brunswick / East Brunswick / Woodbridge Center
817	Perth Amboy / Campbell's Junction
818	New Brunswick / East Brunswick / Old Bridge
819	Piscataway / Plainfield / Metuchen / South Plainfield
822	North Plainfield / Plainfield

Middlesex County Local Bus Service
Initial Contract: May 29, 2022 through May 24, 2025
First Option: May 25, 2025 through May 29, 2027
Second Option: May 30, 2027 through May 26, 2029
Service Schedule Effective as of : September 5, 2020
Holiday Schedules Updated: January 17, 2021

Month		Wkdy	Sat	Sun	Hol A	Hol B	Hol C	Weekday Hours	Saturday Hours	Sunday Hours	Hol A Hours	Hol B Hours	Hol C Hours	Total Weekday Hours	Total Saturday Hours	Total Sunday	Total Hol A Hours	Total Hol B Hours	Total Hol C Hours	Total Hours	Weekday Miles	Saturday Miles	Sunday Miles	Hol A Miles	Hol B Miles	Hol C Miles	Total Weekday Miles	Total Saturday Miles	Total Sunday Miles	Total Hol A Miles	Total Hol B Miles	Total Hol C Miles	Total Miles
May 29-31, 2022		1	0	1	1	0	0	370.63	189. 0	80.77	80.77	238.	325.96	370.63	0.00	80.77	80.77	0.00	0.00	**532 17**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	5,131.10	0.00	1,125.29	1,125.29	0.00	0.00	**7 381 68**
June. 2022		22			0	0	0	370.63	189. 0	80.77	80.77	238.	325.96	8,153.86	757.60	323.08	0.00	0.00	0.00	**9 234 54**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	112.88 .20	10,796.8	,501.16	0.00	0.00	0.00	**128 182 20**
	otal:	**23**	**4**	**5**	**1**	**0**	**0**							**8 524 49**	**757 60**	**403 85**	**80 77**	**0 00**	**0 00**	**9 766 71**							**118 015 30**	**10 796 84**	**5 626 45**	**1 125 29**	**0 00**	**0 00**	**135 563 88**
		33																															

Month		Wkdy	Sat	Sun	Hol A	Hol B	Hol C	Weekday Hours	Saturday Hours	Sunday Hours	Hol A Hours	Hol B Hours	Hol C Hours	Total Weekday Hours	Total Saturday Hours	Total Sunday	Total Hol A Hours	Total Hol B Hours	Total Hol C Hours	Total Hours	Weekday Miles	Saturday Miles	Sunday Miles	Hol A Miles	Hol B Miles	Hol C Miles	Total Weekday Miles	Total Saturday Miles	Total Sunday Miles	Total Hol A Miles	Total Hol B Miles	Total Hol C Miles	Total Miles
July, 2022		20	5	5	1	0	0	370.63	189. 0	80.77	80.77	238.	325.96	7, 12.60	9 7.00	03.85	80.77	0.00	0.00	**8 844 22**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	102,622.00	13, 96.05	5,626. 5	1,125.29	0.00	0.00	**122 869 79**
Auoust. 2022		23			0	0	0	370.63	189. 0	80.77	80.77	238.	325.96	8.52 . 9	757.60	323.08	0.00	0.00	0.00	**9 605 17**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	118.015.30	10.796.8	,501.16	0.00	0.00	0.00	**133 313 30**
September, 2022		21			1	0	0	370.63	189. 0	80.77	80.77	238.	325.96	7,783.23	757.60	323.08	80.77	0.00	0.00	**9 844 68**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	107,753.10	10,796.8	,501.16	1,125.29	0.00	0.00	**124 176 39**
October. 2022		21	5	5	0	0	0	370.63	189. 0	80.77	80.77	238.	325.96	7,783.23	9 7.00	03.85	0.00	0.00	0.00	**9 134 08**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	107,753.10	13, 96.05	5,626. 5	0.00	0.00	0.00	**126 875 60**
November, 2022		21			0	0	0	370.63	189. 0	80.77	80.77	238.	325.96	7,783.23	757.60	323.08	0.00	0.00	0.00	**8 863 91**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	107,753.10	10,796.8	,501.16	0.00	0.00	0.00	**123 051 10**
December, 2022		21	5	3	0	1	0	370.63	189. 0	80.77	80.77	238.	325.96	7,783.23	9 7.00	2 2.31	0.00	238.	0.00	**9 210 98**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	107,753.10	13, 96.05	3,375.87	0.00	3,279.53	0.00	**127 904 55**
January, 2023		20			1	1	1	370.63	189. 0	80.77	80.77	238.	325.96	7, 12.60	757.60	323.08	80.77	238.	325.96	**9 138 45**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	102,622.00	10,796.8	,501.16	1,125.29	3,279.53	,5 5.62	**126 870 44**
February, 2023		19			0	0	1	370.63	189. 0	80.77	80.77	238.	325.96	7,0 1.97	757.60	323.08	0.00	0.00	325.96	**8 448 61**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	97, 90.90	10,796.8	,501.16	0.00	0.00	,5 5.62	**117 334 52**
March, 2023		23			0	0	0	370.63	189. 0	80.77	80.77	238.	325.96	8,52 . 9	757.60	323.08	0.00	0.00	0.00	**9 605 17**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	118,015.30	10,796.8	,501.16	0.00	0.00	0.00	**133 313 30**
April, 2023		20	5		1	0	0	370.63	189. 0	80.77	80.77	238.	325.96	7, 12.60	9 7.00	323.08	80.77	0.00	0.00	**8 763 45**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	102,622.00	13, 96.05	,501.16	1,125.29	0.00	0.00	**121 744 50**
Mav. 2023		22			1	0	0	370.63	189. 0	80.77	80.77	238.	325.96	8.153.86	757.60	323.08	80.77	0.00	0.00	**9 315 31**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	112.88 .20	10.796.8	,501.16	1,125.29	0.00	0.00	**129 307 49**
June, 2023		22			0	0	0	370.63	189. 0	80.77	80.77	238.	325.96	8,153.86	757.60	323.08	0.00	0.00	0.00	**9 234 54**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	112,88 .20	10,796.8	,501.16	0.00	0.00	0.00	**128 182 20**
	otal:	**253**	**52**	**49**	**5**	**2**	**2**							**93 769 39**	**9 848 80**	**3 957 73**	**403 85**	**476 88**	**651 92**	**109 108 57**							**646 518 60**	**140 358 92**	**55 139 21**	**5 626 45**	**6 559 06**	**9 091 24**	**1 514 943 18**
		363																															
Running	**otal:**	**396**												**102 293 88**	**10 606 40**	**4 361 58**	**484 62**	**476 88**	**651 92**	**118 875 28**							**764 533 90**	**151 155 76**	**60 765 66**	**6 751 74**	**6 559 06**	**9 091 24**	**1 650 507 06**

Month		Wkdy	Sat	Sun	Hol A	Hol B	Hol C	Weekday Hours	Saturday Hours	Sunday Hours	Hol A Hours	Hol B Hours	Hol C Hours	Total Weekday Hours	Total Saturday Hours	Total Sunday	Total Hol A Hours	Total Hol B Hours	Total Hol C Hours	Total Hours	Weekday Miles	Saturday Miles	Sunday Miles	Hol A Miles	Hol B Miles	Hol C Miles	Total Weekday Miles	Total Saturday Miles	Total Sunday Miles	Total Hol A Miles	Total Hol B Miles	Total Hol C Miles	Total Miles
July, 2023		20	5	5	1	0	0	370.63	189. 0	80.77	80.77	238.	325.96	7, 12.60	9 7.00	03.85	80.77	0.00	0.00	**8 844 22**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	102,622.00	13, 96.05	5,626. 5	1,125.29	0.00	0.00	**122 869 79**
Auoust. 2023		23			0	0	0	370.63	189. 0	80.77	80.77	238.	325.96	8.52 . 9	757.60	323.08	0.00	0.00	0.00	**9 605 17**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	118.015.30	10.796.8	,501.16	0.00	0.00	0.00	**133 313 30**
September, 2023		20	5		1	0	0	370.63	189. 0	80.77	80.77	238.	325.96	7, 12.60	9 7.00	323.08	80.77	0.00	0.00	**8 763 45**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	102,622.00	13, 96.05	,501.16	1,125.29	0.00	0.00	**121 744 50**
October, 2023		22		5	0	0	0	370.63	189. 0	80.77	80.77	238.	325.96	8,153.86	757.60	03.85	0.00	0.00	0.00	**9 315 31**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	112,88 .20	10,796.8	5,626. 5	0.00	0.00	0.00	**129 307 49**
November, 2023		21			0	0	0	370.63	189. 0	80.77	80.77	238.	325.96	7,783.23	757.60	323.08	0.00	0.00	0.00	**8 863 91**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	107,753.10	10,796.8	,501.16	0.00	0.00	0.00	**123 051 10**
Decembe, 2023		20	5	5	0	0	0	370.63	189. 0	80.77	80.77	238.	325.96	7, 12.60	9 7.00	03.85	0.00	0.00	0.00	**8 763 45**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	102,622.00	13, 96.05	5,626. 5	0.00	0.00	0.00	**121 744 50**
Januarv, 202		21			1	0	1	370.63	189. 0	80.77	80.77	238.	325.96	7,783.23	757.60	323.08	80.77	0.00	325.96	**9 270 64**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	107,753.10	10,796.8	,501.16	1,125.29	0.00	,5 5.62	**128 722 01**
February, 202		20			0	0	1	370.63	189. 0	80.77	80.77	238.	325.96	7, 12.60	757.60	323.08	0.00	0.00	325.96	**8 819 24**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	102,622.00	10,796.8	,501.16	0.00	0.00	,5 5.62	**122 465 62**
March. 202		21	5		1	0	0	370.63	189. 0	80.77	80.77	238.	325.96	7,783.23	9 7.00	323.08	80.77	0.00	0.00	**9 134 08**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	107,753.10	13, 96.05	,501.16	1,125.29	0.00	0.00	**126 875 60**
April, 202		22			0	0	0	370.63	189. 0	80.77	80.77	238.	325.96	8,153.86	757.60	323.08	0.00	0.00	0.00	**9 234 54**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	112,88 .20	10,796.8	,501.16	0.00	0.00	0.00	**128 182 20**
Mav. 202		22			1	0	0	370.63	189. 0	80.77	80.77	238.	325.96	8,153.86	757.60	323.08	80.77	0.00	0.00	**9 315 31**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	112,88 .20	10,796.8	,501.16	1,125.29	0.00	0.00	**129 307 49**
June, 202		20	5	5	0	0	0	370.63	189. 0	80.77	80.77	238.	325.96	7, 12.60	9 7.00	03.85	0.00	0.00	0.00	**8 763 45**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	102,622.00	13, 96.05	5,626. 5	0.00	0.00	0.00	**121 744 50**
	otal:	**252**	**53**	**52**	**5**	**0**	**2**							**93 398 76**	**10 038 20**	**4 200 04**	**403 85**	**0 00**	**651 92**	**108 692 77**							**1 293 037 20**	**143 058 13**	**58 515 08**	**5 626 45**	**0 00**	**9 091 24**	**1 509 328 10**
		364																															
Running	**otal:**	**760**												**195 692 64**	**20 644 60**	**8 561 62**	**888 47**	**476 88**	**1 303 84**	**227 568 05**							**2 057 571 10**	**294 213 89**	**119 280 74**	**12 378 19**	**6 559 06**	**18 182 48**	**3 159 835 16**

Month		Wkdy	Sat	Sun	Hol A	Hol B	Hol C	Weekday Hours	Saturday Hours	Sunday Hours	Hol A Hours	Hol B Hours	Hol C Hours	Total Weekday Hours	Total Saturday Hours	Total Sunday	Total Hol A Hours	Total Hol B Hours	Total Hol C Hours	Total Hours	Weekday Miles	Saturday Miles	Sunday Miles	Hol A Miles	Hol B Miles	Hol C Miles	Total Weekday Miles	Total Saturday Miles	Total Sunday Miles	Total Hol A Miles	Total Hol B Miles	Total Hol C Miles	Total Miles
July, 202		22			1	0	0	370.63	189. 0	80.77	80.77	238.	325.96	8,153.86	757.60	323.08	80.77	0.00	0.00	**9 315 31**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	112,88 .20	10,796.8	,501.16	1,125.29	0.00	0.00	**129 307 49**
August, 202		22	5		0	0	0	370.63	189. 0	80.77	80.77	238.	325.96	8,153.86	9 7.00	323.08	0.00	0.00	0.00	**9 423 94**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	112,88 .20	13, 96.05	,501.16	0.00	0.00	0.00	**130 881 41**
September, 202		20		5	1	0	0	370.63	189. 0	80.77	80.77	238.	325.96	7, 12.60	757.60	03.85	80.77	0.00	0.00	**8 654 82**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	102,622.00	10,796.8	5,626. 5	1,125.29	0.00	0.00	**120 170 58**
October, 202		23			0	0	0	370.63	189. 0	80.77	80.77	238.	325.96	8,52 . 9	757.60	323.08	0.00	0.00	0.00	**9 605 17**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	118,015.30	10,796.8	,501.16	0.00	0.00	0.00	**133 313 30**
November, 202		20	5		0	0	0	370.63	189. 0	80.77	80.77	238.	325.96	7, 12.60	9 7.00	323.08	0.00	0.00	0.00	**8 682 68**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	102,622.00	13, 96.05	,501.16	0.00	0.00	0.00	**120 619 21**
December, 202		21		5	0	0	0	370.63	189. 0	80.77	80.77	238.	325.96	7,783.23	757.60	03.85	0.00	0.00	0.00	**8 944 68**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	107,753.10	10,796.8	5,626. 5	0.00	0.00	0.00	**124 176 39**
January, 2025		21			1	0	1	370.63	189. 0	80.77	80.77	238.	325.96	7,783.23	757.60	323.08	80.77	0.00	325.96	**9 270 64**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	107,753.10	10,796.8	,501.16	1,125.29	0.00	,5 5.62	**128 722 01**
February, 2025		19			0	0	1	370.63	189. 0	80.77	80.77	238.	325.96	7,0 1.97	757.60	323.08	0.00	0.00	325.96	**8 448 61**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	97, 90.90	10,796.8	,501.16	0.00	0.00	,5 5.62	**117 334 52**
March. 2025		21	5	5	0	0	0	370.63	189. 0	80.77	80.77	238.	325.96	7,783.23	9 7.00	03.85	0.00	0.00	0.00	**9 134 08**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	107,753.10	13, 96.05	5,626. 5	0.00	0.00	0.00	**126 875 60**
April, 2025		22		3	1	0	0	370.63	189. 0	80.77	80.77	238.	325.96	8,153.86	757.60	2 2.31	80.77	0.00	0.00	**9 234 54**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	112,88 .20	10,796.8	3,375.87	1,125.29	0.00	0.00	**128 182 20**
May 1-2 , 2025		17		3	0	0	0	370.63	189. 0	80.77	80.77	238.	325.96	6,300.71	757.60	2 2.31	0.00	0.00	0.00	**7 300 62**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	87,228.70	10,796.8	3,375.87	0.00	0.00	0.00	**101 401 41**
	otal:	**228**	**47**	**45**	**4**	**0**	**2**							**84 503 64**	**8 901 80**	**3 634 65**	**323 08**	**0 00**	**651 92**	**98 015 09**							**1 169 890 80**	**126 862 87**	**50 638 05**	**4 501 16**	**0 00**	**9 091 24**	**1 360 984 12**
		326																															
Initial Contract	**otal:**	**1086**												**280 196 28**	**29 546 40**	**12 196 27**	**1 211 55**	**476 88**	**1 955 76**	**325 583 14**							**3 227 461 90**	**421 076 76**	**169 918 79**	**16 879 35**	**6 559 06**	**27 273 72**	**4 520 819 28**

Middlesex County Local Bus Service
Initial Contract: May 29, 2022 through May 24, 2025
First Option: May 25, 2025 through May 29, 2027
Second Option: May 30, 2027 through May 26, 2029
Service Schedule Effective as of : September 5, 2020
Holiday Schedules Updated: January 17, 2021
Option Period # 1

Month	Wkdy	Sat	Sun	Hol A	Hol B	Hol C	Weekday Hours	Saturday Hours	Sunday Hours	Hol A Hours	Hol B Hours	Hol C Hours	Total Weekday Hours	Total Saturday Hours	Total Sunday	Total Hol A Hours	Total Hol B Hours	Total Hol C Hours	Total Hours	Weekday Miles	Saturday Miles	Sunday Miles	Hol A Miles	Hol B Miles	Hol C Miles	Total Weekday Miles	Total Saturday Miles	Total Sunday Miles	Total Hol A Miles	Total Hol B Miles	Total Hol C Miles	Total Miles
May 25-31, 2025		1	1	1	0	0	370.63	189. 0	80.77	80.77	238.	325.96	1, 82.52	189. 0	80.77	80.77	0.00	0.00	**1 833 46**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	20,52 . 0	2,699.21	1,125.29	1,125.29	0.00	0.00	**25 474 19**
June. 2025	21		5	0	0	0	370.63	189. 0	80.77	80.77	238.	325.96	7,783.23	757.60	03.85	0.00	0.00	0.00	**8 944 68**	5.131.10	2.699.21	1,125.29	1,125.29	3,279.53	.5 5.62	107,753.10	10,796.8	5,626. 5	0.00	0.00	0.00	**124 176 39**
otal:	**25**	**5**	**6**	**1**	**0**	**0**							**9 265 75**	**947 00**	**484 62**	**80 77**	**0 00**	**0 00**	**10 778 14**							**128 277 50**	**13 496 05**	**6 751 74**	**1 125 29**	**0 00**	**0 00**	**149 650 58**
	37																															
1st Option Running otal:	**37**												**9 265 75**	**947 00**	**484 62**	**80 77**	**0 00**	**0 00**	**10 778 14**							**128 277 50**	**13 496 05**	**6 751 74**	**1 125 29**	**0 00**	**0 00**	**149 650 58**
Contract Running otal:	**1 123**												**289 462 03**	**30 493 40**	**12 680 89**	**1 292 32**	**476 88**	**1 955 76**	**336 361 28**							**3 355 739 40**	**434 572 81**	**176 670 53**	**18 004 64**	**6 559 06**	**27 273 72**	**4 670 469 86**

Month	Wkdy	Sat	Sun	Hol A	Hol B	Hol C	Weekday Hours	Saturday Hours	Sunday Hours	Hol A Hours	Hol B Hours	Hol C Hours	Total Weekday Hours	Total Saturday Hours	Total Sunday	Total Hol A Hours	Total Hol B Hours	Total Hol C Hours	Total Hours	Weekday Miles	Saturday Miles	Sunday Miles	Hol A Miles	Hol B Miles	Hol C Miles	Total Weekday Miles	Total Saturday Miles	Total Sunday Miles	Total Hol A Miles	Total Hol B Miles	Total Hol C Miles	Total Miles
July, 2025	22			1	0	0	370.63	189. 0	80.77	80.77	238.	325.96	8,153.86	757.60	323.08	80.77	0.00	0.00	**9 315 31**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	112,88 .20	10,796.8	,501.16	1,125.29	0.00	0.00	**129 307 49**
August. 2025	21	5	5	0	0	0	370.63	189. 0	80.77	80.77	238.	325.96	7,783.23	9 7.00	03.85	0.00	0.00	0.00	**9 134 08**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	.5 5.62	107,753.10	13, 96.05	5,626. 5	0.00	0.00	0.00	**126 875 60**
September, 2025	21			1	0	0	370.63	189. 0	80.77	80.77	238.	325.96	7,783.23	757.60	323.08	80.77	0.00	0.00	**9 944 68**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	.5 5.62	107,753.10	10,796.8	,501.16	1,125.29	0.00	0.00	**124 176 39**
October, 2025	23			0	0	0	370.63	189. 0	80.77	80.77	238.	325.96	8,52 . 9	757.60	323.08	0.00	0.00	0.00	**9 605 17**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	.5 5.62	118,015.30	10,796.8	,501.16	0.00	0.00	0.00	**133 313 30**
November, 2025	19	5	5	0	0	0	370.63	189. 0	80.77	80.77	238.	325.96	7,0 1.97	9 7.00	03.85	0.00	0.00	0.00	**8 392 82**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	.5 5.62	97, 90.90	13, 96.05	5,626. 5	0.00	0.00	0.00	**116 613 40**
December, 2025	22			0	0	0	370.63	189. 0	80.77	80.77	238.	325.96	8,153.86	757.60	323.08	0.00	0.00	0.00	**9 234 54**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	.5 5.62	112,88 .20	10,796.8	,501.16	0.00	0.00	0.00	**128 182 20**
January, 2026	20	5		1	0	1	370.63	189. 0	80.77	80.77	238.	325.96	7, 12.60	9 7.00	323.08	80.77	0.00	325.96	**9 089 41**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	.5 5.62	102,622.00	13, 96.05	,501.16	1,125.29	0.00	,5 5.62	**126 290 12**
February, 2026	19			0	0	1	370.63	189. 0	80.77	80.77	238.	325.96	7,0 1.97	757.60	323.08	0.00	0.00	325.96	**8 448 61**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	.5 5.62	97, 90.90	10,796.8	,501.16	0.00	0.00	,5 5.62	**117 334 52**
March. 2026	22		5	0	0	0	370.63	189. 0	80.77	80.77	238.	325.96	8.153.86	757.60	03.85	0.00	0.00	0.00	**9 315 31**	5.131.10	2.699.21	1,125.29	1,125.29	3,279.53	.5 5.62	112.88 .20	10.796.8	5,626. 5	0.00	0.00	0.00	**129 307 49**
April, 2026	22		3	1	0	0	370.63	189. 0	80.77	80.77	238.	325.96	8,153.86	757.60	2 2.31	80.77	0.00	0.00	**9 234 54**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	.5 5.62	112,88 .20	10,796.8	3,375.87	1,125.29	0.00	0.00	**128 182 20**
May, 2026	20	5	5	1	0	0	370.63	189. 0	80.77	80.77	238.	325.96	7, 12.60	9 7.00	03.85	80.77	0.00	0.00	**8 844 22**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	.5 5.62	102,622.00	13, 96.05	5,626. 5	1,125.29	0.00	0.00	**122 869 79**
June, 2026	22			0	0	0	370.63	189. 0	80.77	80.77	238.	325.96	8,153.86	757.60	323.08	0.00	0.00	0.00	**9 234 54**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	.5 5.62	112,88 .20	10,796.8	,501.16	0.00	0.00	0.00	**128 182 20**
otal:	**253**	**52**	**51**	**5**	**0**	**2**							**93 769 39**	**9 848 80**	**4 119 27**	**403 85**	**0 00**	**651 92**	**108 793 23**							**1 298 168 30**	**140 358 92**	**57 389 79**	**5 626 45**	**0 00**	**9 091 24**	**1 510 634 70**
	363																															
1st Option Running otal:	**400**												**103 035 14**	**10 795 80**	**4 603 89**	**484 62**	**0 00**	**651 92**	**119 571 37**							**1 426 445 80**	**153 854 97**	**64 141 53**	**6 751 74**	**0 00**	**9 091 24**	**1 660 285 28**
Contract Running otal:	**1 486**												**383 231 42**	**40 342 20**	**16 800 16**	**1 696 17**	**476 88**	**2 607 68**	**445 154 51**							**4 653 907 70**	**574 931 73**	**234 060 32**	**23 631 09**	**6 559 06**	**36 364 96**	**6 181 104 56**

Month	Wkdy	Sat	Sun	Hol A	Hol B	Hol C	Weekday Hours	Saturday Hours	Sunday Hours	Hol A Hours	Hol B Hours	Hol C Hours	Total Weekday Hours	Total Saturday Hours	Total Sunday	Total Hol A Hours	Total Hol B Hours	Total Hol C Hours	Total Hours	Weekday Miles	Saturday Miles	Sunday Miles	Hol A Miles	Hol B Miles	Hol C Miles	Total Weekday Miles	Total Saturday Miles	Total Sunday Miles	Total Hol A Miles	Total Hol B Miles	Total Hol C Miles	Total Miles
July, 2026	22	3		1	1	0	370.63	189. 0	80.77	80.77	238.	325.96	8,153.86	568.20	323.08	80.77	238.	0.00	**9 364 35**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	.5 5.62	112,88 .20	8,097.63	,501.16	1,125.29	3,279.53	0.00	**129 887 81**
August, 2026	21	5	5	0	0	0	370.63	189. 0	80.77	80.77	238.	325.96	7,783.23	9 7.00	03.85	0.00	0.00	0.00	**9 134 08**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	.5 5.62	107,753.10	13, 96.05	5,626. 5	0.00	0.00	0.00	**126 875 60**
September, 2026	21			1	0	0	370.63	189. 0	80.77	80.77	238.	325.96	7,783.23	757.60	323.08	80.77	0.00	0.00	**9 944 68**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	.5 5.62	107,753.10	10,796.8	,501.16	1,125.29	0.00	0.00	**124 176 39**
October, 2026	22	5		0	0	0	370.63	189. 0	80.77	80.77	238.	325.96	8,153.86	9 7.00	323.08	0.00	0.00	0.00	**9 423 94**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	.5 5.62	112,88 .20	13, 96.05	,501.16	0.00	0.00	0.00	**130 881 41**
November, 2026	20		5	0	0	0	370.63	189. 0	80.77	80.77	238.	325.96	7, 12.60	757.60	03.85	0.00	0.00	0.00	**8 574 05**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	.5 5.62	102,622.00	10,796.8	5,626. 5	0.00	0.00	0.00	**119 045 29**
December. 2026	22			0	0	0	370.63	189. 0	80.77	80.77	238.	325.96	8.153.86	757.60	323.08	0.00	0.00	0.00	**9 234 54**	5.131.10	2.699.21	1,125.29	1,125.29	3,279.53	.5 5.62	112.88 .20	10.796.8	,501.16	0.00	0.00	0.00	**128 182 20**
January, 2027	19	5	5	1	0	1	370.63	189. 0	80.77	80.77	238.	325.96	7,0 1.97	9 7.00	03.85	80.77	0.00	325.96	**8 799 55**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	.5 5.62	97, 90.90	13, 96.05	5,626. 5	1,125.29	0.00	,5 5.62	**122 284 31**
February, 2027	19			0	0	1	370.63	189. 0	80.77	80.77	238.	325.96	7,0 1.97	757.60	323.08	0.00	0.00	325.96	**8 448 61**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	.5 5.62	97, 90.90	10,796.8	,501.16	0.00	0.00	,5 5.62	**117 334 52**
March, 2027	23		3	1	0	0	370.63	189. 0	80.77	80.77	238.	325.96	8,52 . 9	757.60	2 2.31	80.77	0.00	0.00	**9 605 17**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	.5 5.62	118,015.30	10,796.8	3,375.87	1,125.29	0.00	0.00	**133 313 30**
April, 2027	22			0	0	0	370.63	189. 0	80.77	80.77	238.	325.96	8,153.86	757.60	323.08	0.00	0.00	0.00	**9 234 54**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	.5 5.62	112,88 .20	10,796.8	,501.16	0.00	0.00	0.00	**128 182 20**
May 1-29, 2027	20	5		0	0	0	370.63	189. 0	80.77	80.77	238.	325.96	7, 12.60	9 7.00	323.08	0.00	0.00	0.00	**8 682 68**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	.5 5.62	102,622.00	13, 96.05	,501.16	0.00	0.00	0.00	**120 619 21**
otal:	**231**	**47**	**46**	**4**	**1**	**2**							**85 615 53**	**8 901 80**	**3 715 42**	**323 08**	**238 44**	**651 92**	**99 446 19**							**1 185 284 10**	**126 862 87**	**51 763 34**	**4 501 16**	**3 279 53**	**9 091 24**	**1 380 782 24**
	331																															
1st Option Running otal:	**731**												**188 650 67**	**19 697 60**	**8 319 31**	**807 70**	**238 44**	**1 303 84**	**219 017 56**							**2 611 729 90**	**280 717 84**	**115 904 87**	**11 252 90**	**3 279 53**	**18 182 48**	**3 041 067 52**
Contract Running otal:	**1 817**												**468 846 95**	**49 244 00**	**20 515 58**	**2 019 25**	**715 32**	**3 259 60**	**544 600 70**							**5 839 191 80**	**701 794 60**	**285 823 66**	**28 132 25**	**9 838 59**	**45 456 20**	**7 561 886 80**

Middlesex County Local Bus Service
Initial Contract: May 29, 2022 through May 24, 2025
First Option: May 25, 2025 through May 29, 2027
Second Option: May 30, 2027 through May 26, 2029
Service Schedule Effective as of : September 5, 2020
Holiday Schedules Updated: January 17, 2021
Option Period # 2

Month	Wkdy	Sat	Sun	Hol A	Hol B	Hol C	Weekday Hours	Saturday Hours	Sunday Hours	Hol A Hours	Hol B Hours	Hol C Hours	Total Weekday Hours	Total Saturday Hours	Total Sunday	Total Hol A Hours	Total Hol B Hours	Total Hol C Hours	Total Hours	Weekday Miles	Saturday Miles	Sunday Miles	Hol A Miles	Hol B Miles	Hol C Miles	Total Weekday Miles	Total Saturday Miles	Total Sunday Miles	Total Hol A Miles	Total Hol B Miles	Total Hol C Miles	Total Miles
May 30-31, 2027	0	0	1	1	0	0	370.63	189. 0	80.77	80.77	238.	325.96	0.00	0.00	80.77	80.77	0.00	0.00	**161 54**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	0.00	0.00	1,125.29	1,125.29	0.00	0.00	**2 250 58**
June. 2027	22			0	0	0	370.63	189. 0	80.77	80.77	238.	325.96	8,153.86	757.60	323.08	0.00	0.00	0.00	**9 234 54**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	112.88 .20	10,796.8	,501.16	0.00	0.00	0.00	**128 182 20**
	otal:	**22**	**4**	**5**	**1**	**0**	**0**						**8 153 86**	**757 60**	**403 85**	**80 77**	**0 00**	**0 00**	**9 396 08**							**112 884 20**	**10 796 84**	**5 626 45**	**1 125 29**	**0 00**	**0 00**	**130 432 78**
		32																														
2nd Option Running	**otal:**	**32**											**8 153 86**	**757 60**	**403 85**	**80 77**	**0 00**	**0 00**	**9 396 08**							**112 884 20**	**10 796 84**	**5 626 45**	**1 125 29**	**0 00**	**0 00**	**130 432 78**
Contract Running	**otal:**	**1 849**											**477 000 81**	**50 001 60**	**20 919 43**	**2 100 02**	**715 32**	**3 259 60**	**553 996 78**							**5 952 076 00**	**712 591 44**	**291 450 11**	**29 257 54**	**9 838 59**	**45 456 20**	**7 692 319 58**

Month	Wkdy	Sat	Sun	Hol A	Hol B	Hol C	Weekday Hours	Saturday Hours	Sunday Hours	Hol A Hours	Hol B Hours	Hol C Hours	Total Weekday Hours	Total Saturday Hours	Total Sunday	Total Hol A Hours	Total Hol B Hours	Total Hol C Hours	Total Hours	Weekday Miles	Saturday Miles	Sunday Miles	Hol A Miles	Hol B Miles	Hol C Miles	Total Weekday Miles	Total Saturday Miles	Total Sunday Miles	Total Hol A Miles	Total Hol B Miles	Total Hol C Miles	Total Miles
July, 2027	21	5	3	1	1	0	370.63	189. 0	80.77	80.77	238.	325.96	7,783.23	9 7.00	2 2.31	80.77	238.	0.00	**9 291 75**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	107,753.10	13, 96.05	3,375.87	1,125.29	3,279.53	0.00	**129 029 84**
August. 2027	22		5	0	0	0	370.63	189. 0	80.77	80.77	238.	325.96	8,153.86	757.60	03.85	0.00	0.00	0.00	**9 315 31**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	112.88 .20	10,796.8	5,626. 5	0.00	0.00	0.00	**129 307 49**
September, 2027	21			1	0	0	370.63	189. 0	80.77	80.77	238.	325.96	7,783.23	757.60	323.08	80.77	0.00	0.00	**8 944 68**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	107,753.10	10,796.8	,501.16	1,125.29	0.00	0.00	**124 176 39**
October, 2027	21	5	5	0	0	0	370.63	189. 0	80.77	80.77	238.	325.96	7,783.23	9 7.00	03.85	0.00	0.00	0.00	**9 134 08**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	107,753.10	13, 96.05	5,626. 5	0.00	0.00	0.00	**126 875 60**
November, 2027	21			0	0	0	370.63	189. 0	80.77	80.77	238.	325.96	7,783.23	757.60	323.08	0.00	0.00	0.00	**8 863 91**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	107,753.10	10,796.8	,501.16	0.00	0.00	0.00	**123 051 10**
December, 2027	21	3		0	2	0	370.63	189. 0	80.77	80.77	238.	325.96	7,783.23	568.20	323.08	0.00	76.88	0.00	**9 151 39**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	107,753.10	8,097.63	,501.16	0.00	6,559.06	0.00	**126 910 95**
January, 2028	20		5	1	0	1	370.63	189. 0	80.77	80.77	238.	325.96	7, 12.60	757.60	03.85	80.77	0.00	325.96	**8 980 78**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	102,622.00	10,796.8	5,626. 5	1,125.29	0.00	,5 5.62	**124 716 20**
February, 2028	20			0	0	1	370.63	189. 0	80.77	80.77	238.	325.96	7, 12.60	757.60	323.08	0.00	0.00	325.96	**8 819 24**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	102,622.00	10,796.8	,501.16	0.00	0.00	,5 5.62	**122 465 62**
March. 2028	23			0	0	0	370.63	189. 0	80.77	80.77	238.	325.96	8.52 . 9	757.60	323.08	0.00	0.00	0.00	**9 605 17**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	118,015.30	10,796.8	,501.16	0.00	0.00	0.00	**133 313 30**
April, 2028	20	5		1	0	0	370.63	189. 0	80.77	80.77	238.	325.96	7, 12.60	9 7.00	323.08	80.77	0.00	0.00	**8 763 45**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	102,622.00	13, 96.05	,501.16	1,125.29	0.00	0.00	**121 744 50**
May, 2028	22			1	0	0	370.63	189. 0	80.77	80.77	238.	325.96	8,153.86	757.60	323.08	80.77	0.00	0.00	**9 315 31**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	112,88 .20	10,796.8	,501.16	1,125.29	0.00	0.00	**129 307 49**
June, 2028	22			0	0	0	370.63	189. 0	80.77	80.77	238.	325.96	8,153.86	757.60	323.08	0.00	0.00	0.00	**9 234 54**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	112,88 .20	10,796.8	,501.16	0.00	0.00	0.00	**128 182 20**
	otal:	**254**	**50**	**50**	**5**	**3**	**2**						**94 140 02**	**9 470 00**	**4 038 50**	**403 85**	**715 32**	**651 92**	**109 419 61**							**1 303 299 40**	**134 960 50**	**56 264 50**	**5 626 45**	**9 838 59**	**9 091 24**	**1 519 080 68**
		364																														
2nd Option Running	**otal:**	**396**											**102 293 88**	**10 227 60**	**4 442 35**	**484 62**	**715 32**	**651 92**	**118 815 69**							**1 416 183 60**	**145 757 34**	**61 890 95**	**6 751 74**	**9 838 59**	**9 091 24**	**1 649 513 46**
Contract Running	**otal:**	**2 213**											**571 140 83**	**59 471 60**	**24 957 93**	**2 503 87**	**1 430 64**	**3 911 52**	**663 416 39**							**7 255 375 40**	**847 551 94**	**347 714 61**	**34 883 99**	**19 677 18**	**54 547 44**	**9 211 400 26**

Month	Wkdy	Sat	Sun	Hol A	Hol B	Hol C	Weekday Hours	Saturday Hours	Sunday Hours	Hol A Hours	Hol B Hours	Hol C Hours	Total Weekday Hours	Total Saturday Hours	Total Sunday	Total Hol A Hours	Total Hol B Hours	Total Hol C Hours	Total Hours	Weekday Miles	Saturday Miles	Sunday Miles	Hol A Miles	Hol B Miles	Hol C Miles	Total Weekday Miles	Total Saturday Miles	Total Sunday Miles	Total Hol A Miles	Total Hol B Miles	Total Hol C Miles	Total Miles
July, 2028	20	5	5	1	1	0	370.63	189. 0	80.77	80.77	238.	325.96	7, 12.60	9 7.00	03.85	80.77	238.	0.00	**9 082 66**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	102,622.00	13, 96.05	5,626. 5	1,125.29	3,279.53	0.00	**126 149 32**
August, 2028	23			0	0	0	370.63	189. 0	80.77	80.77	238.	325.96	8,52 . 9	757.60	323.08	0.00	0.00	0.00	**9 605 17**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	118,015.30	10,796.8	,501.16	0.00	0.00	0.00	**133 313 30**
September, 2028	20	5		1	0	0	370.63	189. 0	80.77	80.77	238.	325.96	7, 12.60	9 7.00	323.08	80.77	0.00	0.00	**8 763 45**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	102,622.00	13, 96.05	,501.16	1,125.29	0.00	0.00	**121 744 50**
October, 2028	22		5	0	0	0	370.63	189. 0	80.77	80.77	238.	325.96	8,153.86	757.60	03.85	0.00	0.00	0.00	**9 315 31**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	112,88 .20	10,796.8	5,626. 5	0.00	0.00	0.00	**129 307 49**
November, 2028	21			0	0	0	370.63	189. 0	80.77	80.77	238.	325.96	7,783.23	757.60	323.08	0.00	0.00	0.00	**8 863 91**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	107,753.10	10,796.8	,501.16	0.00	0.00	0.00	**123 051 10**
December. 2028	20	5	5	0	0	0	370.63	189. 0	80.77	80.77	238.	325.96	7. 12.60	9 7.00	03.85	0.00	0.00	0.00	**8 763 45**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	102,622.00	13. 96.05	5,626. 5	0.00	0.00	0.00	**121 744 50**
January, 2029	21			1	0	1	370.63	189. 0	80.77	80.77	238.	325.96	7,783.23	757.60	323.08	80.77	0.00	325.96	**9 270 64**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	107,753.10	10,796.8	,501.16	1,125.29	0.00	,5 5.62	**128 722 01**
February, 2029	20			0	0	0	370.63	189. 0	80.77	80.77	238.	325.96	7, 12.60	757.60	323.08	0.00	0.00	0.00	**8 493 28**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	102,622.00	10,796.8	,501.16	0.00	0.00	0.00	**117 920 00**
March, 2029	22	5		0	0	0	370.63	189. 0	80.77	80.77	238.	325.96	8,153.86	9 7.00	323.08	0.00	0.00	0.00	**9 423 94**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	112,88 .20	13, 96.05	,501.16	0.00	0.00	0.00	**130 881 41**
April, 2029	21			1	0	0	370.63	189. 0	80.77	80.77	238.	325.96	7,783.23	757.60	323.08	80.77	0.00	0.00	**8 944 68**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	107,753.10	10,796.8	,501.16	1,125.29	0.00	0.00	**124 176 39**
May 1-26, 2029	19		3	0	0	0	370.63	189. 0	80.77	80.77	238.	325.96	7,0 1.97	757.60	2 2.31	0.00	0.00	0.00	**8 041 88**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	97, 90.90	10,796.8	3,375.87	0.00	0.00	0.00	**111 663 61**
	otal:	**229**	**48**	**46**	**4**	**1**	**1**						**84 874 27**	**9 091 20**	**3 715 42**	**323 08**	**238 44**	**325 96**	**98 568 37**							**1 175 021 90**	**129 562 08**	**51 763 34**	**4 501 16**	**3 279 53**	**4 545 62**	**1 368 673 63**
		329																														
2nd Option Running	**otal:**	**725**											**187 168 15**	**19 318 80**	**8 157 77**	**807 70**	**953 76**	**977 88**	**217 384 06**							**2 591 205 50**	**275 319 42**	**113 654 29**	**11 252 90**	**13 118 12**	**13 636 86**	**3 018 187 09**
Contract Running	**otal:**	**2 542**											**656 015 10**	**68 562 80**	**28 673 35**	**2 826 95**	**1 669 08**	**4 237 48**	**761 984 76**							**8 430 397 30**	**977 114 02**	**399 477 95**	**39 385 15**	**22 956 71**	**59 093 06**	**10 580 073 89**

Middlesex County Local Bus Service
Initial Contract: May 29, 2022 through May 24, 2025
First Option: May 25, 2025 through May 29, 2027
Second Option: May 30, 2027 through May 26, 2029
Service Schedule Effective as of : September 5, 2020
Holiday Schedules Updated: January 17, 2021

Statistics by Period

Initial Contract Period		**Miles**	**Rate**	**Miles C st**	**H urs**	**Rate**	**H urs C st**	**Fixed C sts**	**tal C st**
Januarv 23. 2022	FY 2022	135,563.88		$0.00	9,766.71		$0.00		$0.00
throuqh	FY 2023	1,51 ,9 3.18		$0.00	109,108.57		$0.00		$0.00
January 25, 2025	FY 202	1,509,328.10		$0.00	108,692.77		$0.00		$0.00
	FY 2025	1,360,98 .12		$0.00	98,015.09		$0.00		$0.00
	Initial Contract otal:	**4 520 819 28**		**$0 00**	**325 583 14**		**$0 00**	**$0 00**	**$0 00**

First Ootion Period		**Miles**	**Rate**	**Miles Cost**	**Hours**	**Rate**	**Hours Cost**	**Fixed Costs**	**otal Cost**
January 26, 2025	FY 2025	1 9,650.58		$0.00	10,778.1		$0.00		$0.00
throuqh	FY 2026	1,510,63 .70		$0.00	108,793.23		$0.00		$0.00
January 23, 2027	FY 2027	1,380,782.2		$0.00	99, 6.19		$0.00		$0.00
	First Option otal:	**3 041 067 52**		**$0 00**	**219 017 56**		**$0 00**	**$0 00**	**$0 00**
	Contract Sub otal:	**7 561 886 80**		**$0 00**	**544 600 70**		**$0 00**	**$0 00**	**$0 00**

Second Ootion Period		**Miles**	**Rate**	**Miles Cost**	**Hours**	**Rate**	**Hours Cost**	**Fixed Costs**	**otal Cost**
January 2 , 2027	FY 2027	130, 32.78		$0.00	9,396.08		$0.00		$0.00
throuqh	FY 2028	1,519,080.68		$0.00	109, 19.61		$0.00		$0.00
January 20, 2029	FY 2029	1,368,673.63		$0.00	98,568.37		$0.00		$0.00
	Second Option otal:	**3 018 187 09**		**$0 00**	**217 384 06**		**$0 00**	**$0 00**	**$0 00**
	Contract otal:	**10 580 073 89**		**$0 00**	**761 984 76**		**$0 00**	**$0 00**	**$0 00**

Statistics by Fiscal Year

	Miles	**Miles Cost**	**Hours**	**Hours Cost**	**Fixed Costs**	**otal Cost**
FY 2022	135,563.88	$0.00	9,766.71	$0 00	$0.00	$0.00
FY 2023	1,51 9 3.18	$0.00	109,108.57	$0 00	$0.00	$0.00
FY 2024	1,509 328.10	$0.00	108,692.77	$0 00	$0.00	$0.00
FY 2025	1,510 63 .70	$0.00	108,793.23	$0 00	$0.00	$0.00
FY 2026	1,510 63 .70	$0.00	108,793.23	$0 00	$0.00	$0.00
FY 2027	1,511 215.02	$0.00	108,8 2.27	$0 00	$0.00	$0.00
FY 2028	1,519 080.68	$0.00	109, 19.61	$0 00	$0.00	$0.00
FY 2029	1,368 673.63	$0.00	98,568.37	$0 00	$0.00	$0.00
otals:	**10 580 073 89**	**$0 00**	**761 984 76**	**$0 00**	**$0 00**	**$0 00**

MIDDLESEX COUNTY LOCAL BUS SERVICE
CONTRACT HOURS AND MILES STATISTICS
All services effective as of September 5, 2020

	# OF TRIPS						CONTRACT MILES											
LINE #	**WD**	**SAT**	**SUN**	**HOL A**	**HOL B**	**HOL C**	**WD TOTAL**	**PER TRIP**	**SAT TOTAL**	**PER TRIP**	**SUN TOTAL**	**PER TRIP**	**HOL A TOTAL**	**PER TRIP**	**HOL B TOTAL**	**PER TRIP**	**HOL C TOTAL**	**PER TRIP**
801	17	0	0	0	0	0	96.67	5.69	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
802	19	0	0	0	0	0	84.07	4.42	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
803	26	0	0	0	0	0	131.37	5.05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
804	14	0	0	0	0	0	106.79	7.63	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
805	20	0	0	0	0	0	166.58	8.33	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
810	33	31	17	17	33	33	444.13	13.46	417.17	13.46	238.76	14.04	238.76	14.04	444.13	13.46	444.13	13.46
811	24	0	0	0	0	24	346.38	14.43	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	346.38	14.43
813	41	21	0	0	21	41	574.66	14.02	172.16	8.20	0.00	0.00	0.00	0.00	172.16	8.20	574.66	14.02
814	57	24	17	17	57	57	521.88	9.16	180.41	7.52	92.65	5.45	92.65	5.45	521.88	9.16	521.88	9.16
815	33	26	20	20	33	33	799.01	24.21	635.30	24.43	540.89	27.04	540.89	27.04	799.01	24.21	799.01	24.21
817	28	25	0	0	25	28	712.71	25.45	617.09	24.68	0.00	0.00	0.00	0.00	617.09	24.68	712.71	25.45
818	29	26	16	16	29	29	460.65	15.88	412.47	15.86	252.99	15.81	252.99	15.81	460.65	15.88	460.65	15.88
819	50	14	0	0	14	50	529.32	10.59	154.02	11.00	0.00	0.00	0.00	0.00	154.02	11.00	529.32	10.59
822	23	16	0	0	16	23	156.88	6.82	110.59	6.91	0.00	0.00	0.00	0.00	110.59	6.91	156.88	6.82
TOTAL	**414**	**183**	**70**	**70**	**228**	**318**	**5,131.10**		**2,699.21**		**1,125.29**		**1,125.29**		**3,279.53**		**4,545.62**	

	# OF TRIPS						CONTRACT HOURS											
LINE #	**WD**	**SAT**	**SUN**	**HOL A**	**HOL B**	**HOL C**	**WD TOTAL**	**PER TRIP**	**SAT TOTAL**	**PER TRIP**	**SUN TOTAL**	**PER TRIP**	**HOL A TOTAL**	**PER TRIP**	**HOL B TOTAL**	**PER TRIP**	**HOL C TOTAL**	**PER TRIP**
801	17	0	0	0	0	0	7.50	0.44	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
802	19	0	0	0	0	0	7.31	0.38	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
803	26	0	0	0	0	0	10.44	0.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
804	14	0	0	0	0	0	8.98	0.64	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
805	20	0	0	0	0	0	10.44	0.52	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
810	33	31	17	17	33	33	32.73	0.99	30.70	0.99	17.19	1.01	17.19	1.01	32.73	0.99	32.73	0.99
811	24	0	0	0	0	24	23.92	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	23.92	1.00
813	41	21	0	0	21	41	40.45	0.99	12.70	0.60	0.00	0.00	0.00	0.00	12.70	0.00	40.45	0.99
814	57	24	17	17	57	57	45.84	0.80	16.76	0.70	8.87	0.52	8.87	0.52	45.84	0.80	45.84	0.80
815	33	26	20	20	33	33	61.71	1.87	48.46	1.86	39.12	1.96	39.12	1.96	61.71	1.87	61.71	1.87
817	28	25	0	0	25	28	42.65	1.52	36.99	1.48	0.00	0.00	0.00	0.00	36.99	0.00	42.65	1.52
818	29	26	16	16	29	29	30.27	1.04	25.59	0.98	15.59	0.97	15.59	0.97	30.27	1.04	30.27	1.04
819	50	14	0	0	14	50	36.91	0.74	10.20	0.73	0.00	0.00	0.00	0.00	10.20	0.00	36.91	0.74
822	23	16	0	0	16	23	11.48	0.50	8.00	0.50	0.00	0.00	0.00	0.00	8.00	0.00	11.48	0.50
TOTAL	**414**	**183**	**70**	**70**	**228**	**318**	**370.63**		**189.40**		**80.77**		**80.77**		**238.44**		**325.96**	

Note: Holiday Schedules updated on January 17, 2021

MIDDLESEX COUNTY LOCAL BUS SERVICE
PEAK VEHICLE REQUIREMENTS
Effective August 31, 2019

Line Number & Name		Weekday Requirements AM	Weekday Requirements PM	Saturday Requirements AM	Saturday Requirements PM	Sunday Requirements AM	Sunday Requirements PM	Holiday A Requirements AM	Holiday A Requirements PM	Holiday B Requirements AM	Holiday B Requirements PM
801	Metropark Loop	1	1	0	0	0	0	0	0	0	0
802	Metropark Loop	2	1	0	0	0	0	0	0	0	0
803	Metropark Loop	2	2	0	0	0	0	0	0	0	0
804	Metropark Loop	1	1	0	0	0	0	0	0	0	0
805	Metropark Loop	2	1	0	0	0	0	0	0	0	0
810	New Brunswick / Woodbridge Center	2	2	2	2	2	2	2	2	2	2
811	New Brunswick / South River	2	2	0	0	0	0	0	0	0	0
813	Perth Amboy / Middlesex County College	3	3	1	1	0	0	0	0	0	0
814	North Brunswick / New Brunswick / Middlesex County College	3	3	2	2	0	0	0	0	0	0
815	New Brunswick / East Brunswick / Woodbridge Center	5	5	3	3	3	3	3	3	5	5
817	Perth Amboy / Campbell's Junction	3	3	3	3	0	0	0	0	0	0
818	New Brunswick / East Brunswick / Old Bridge	2	2	2	2	2	2	2	2	2	2
819	Piscataway / Plainfield / Metuchen / South Plainfield	3	3	1	1	0	0	0	0	0	0
822	Plainfield / North Plainfield	1	1	1	1	0	0	0	0	0	0
	Total:	**32**	**30**	**15**	**15**	**7**	**7**	**7**	**7**	**9**	**9**

Holiday Service Guide
Middlesex County Local Bus Service
For Contract Period January 23, 2022 through January 20, 2029

CY 2022 Holidays	Day	Date	Service Operated
President's Day	Monday	02/21/22	Holiday C
Easter	Sunday	04/17/22	Holiday A
Memorial Day	Monday	05/30/22	Holiday A
Independence Day	Monday	07/04/22	Holiday A
Labor Day	Monday	09/05/22	Holiday A
Thanksgiving Day	Thursday	11/24/22	No Service
Christmas Day	Sunday	12/25/22	No Service
Christmas Day Observed	Monday	12/26/22	Holiday B

CY 2023 Holidays	Day	Date	Service Operated
New Year's Day	Sunday	01/01/23	Holiday A
New Year's Day Observed	Monday	01/02/23	Holiday B
Martin Luther King Day	Monday	01/16/23	Holiday C
President's Day	Monday	02/20/23	Holiday C
Easter	Sunday	04/09/23	Holiday A
Memorial Day	Monday	05/29/23	Holiday A
Independence Day	Tuesday	07/04/23	Holiday A
Labor Day	Monday	09/04/23	Holiday A
Thanksgiving Day	Thursday	11/23/23	No Service
Christmas Day	Monday	12/25/23	No Service

CY 2024 Holidays	Day	Date	Service Operated
New Year's Day	Monday	01/01/24	Holiday A
Martin Luther King Day	Monday	01/15/24	Holiday C
President's Day	Monday	02/19/24	Holiday C
Easter	Sunday	03/31/24	Holiday A
Memorial Day	Monday	05/27/24	Holiday A
Independence Day	Thursday	07/04/24	Holiday A
Labor Day	Monday	09/02/24	Holiday A
Thanksgiving Day	Thursday	11/28/24	No Service
Christmas Day	Wednesday	12/25/24	No Service

CY 2025 Holidays	Day	Date	Service Operated
New Year's Day	Wednesday	01/01/25	Holiday A
Martin Luther King Day	Monday	01/20/25	Holiday C
President's Day	Monday	02/17/25	Holiday C
Easter	Sunday	04/20/25	Holiday A
Memorial Day	Monday	05/26/25	Holiday A
Independence Day	Friday	07/04/25	Holiday A
Labor Day	Monday	09/01/25	Holiday A
Thanksgiving Day	Thursday	11/27/25	No Service
Christmas Day	Thursday	12/25/25	No Service

CY 2026 Holidays	Day	Date	Service Operated
New Year's Day	Thursday	01/01/26	Holiday A
Martin Luther King Day	Monday	01/19/26	Holiday C
President's Day	Monday	02/16/26	Holiday C
Easter	Sunday	04/05/26	Holiday A
Memorial Day	Monday	05/25/26	Holiday A
Independence Day Observed	Friday	07/03/26	Holiday B
Independence Day	Saturday	07/04/26	Holiday A
Labor Day	Monday	09/07/26	Holiday A
Thanksgiving Day	Thursday	11/26/26	No Service
Christmas Day	Friday	12/25/26	No Service

CY 2027 Holidays	Day	Date	Service Operated
New Year's Day	Friday	01/01/27	Holiday A
Martin Luther King Day	Monday	01/18/27	Holiday C
President's Day	Monday	02/15/27	Holiday C
Easter	Sunday	03/28/27	Holiday A
Memorial Day	Monday	05/31/27	Holiday A
Independence Day	Sunday	07/04/27	Holiday A
Independence Day Observed	Monday	07/05/27	Holiday B
Labor Day	Monday	09/06/27	Holiday A
Thanksgiving Day	Thursday	11/25/27	No Service
Christmas Day Observed	Friday	12/24/27	Holiday B
Christmas Day	Saturday	12/25/27	No Service
New Year's Day Observed	Friday	12/31/27	Holiday B

CY 2028 Holidays	Day	Date	Service Operated
New Year's Day	Saturday	01/01/28	Holiday A
Martin Luther King Day	Monday	01/17/28	Holiday C
President's Day	Monday	02/21/28	Holiday C
Easter	Sunday	04/16/28	Holiday A
Memorial Day	Monday	05/29/28	Holiday A
Independence Day	Tuesday	07/04/28	Holiday A
Labor Day	Monday	07/04/28	Holiday A
Thanksgiving Day	Thursday	11/23/28	No Service
Christmas Day	Monday	12/25/28	No Service

CY 2029 Holidays	Day	Date	Service Operated
New Year's Day	Monday	01/01/29	Holiday A
Martin Luther King Day	Monday	01/15/29	Holiday C
President's Day	Monday	02/19/29	Holiday C
Easter	Sunday	04/01/29	Holiday A
Memorial Day	Monday	05/28/29	Holiday A
Independence Day	Wednesday	07/04/29	Holiday A

MIDDLESEX COUNTY LOCAL BUS SERVICE

Holiday Service Guide

HOLIDAY		801 - 805 Metropark Loop	810 New Brunswick Woodbridge Center	811 New Brunswick South River	813 Perth Amboy Middlesex County College	814 N. Brunswick New Brunswick Middlesex County College	815 New Brunswick East Brunswick Woodbridge Center	817 Perth Amboy Campbell's Junction	818 New Brunswick East Brunswick Old Bridge	819 Piscataway Plainfield Metuchen S. Plainfield	822 Plainfield N. Plainfield
New Year's Day	A	No Service	Sunday	No Service	No Service	Sunday	Sunday	No Service	Sunday	No Service	No Service
New Year's Day Observed	B	No Service	Weekday	No Service	Saturday	Weekday	Weekday	Saturday	Weekday	Saturday	Saturday
Martin Luther King, Jr. Day	C	No Service	Weekday	Weekday	Weekday	Weekday	Weekday	Weekday	Weekday	Weekday	Weekday
Lincoln's Birthday *		Weekday	Weekday	Weekday	Weekday	Weekday	Weekday	Weekday	Weekday	Weekday	Weekday
President's Day	C	No Service	Weekday	Weekday	Weekday	Weekday	Weekday	Weekday	Weekday	Weekday	Weekday
Good Friday		Weekday	Weekday	Weekday	Weekday	Weekday	Weekday	Weekday	Weekday	Weekday	Weekday
Easter	A	No Service	Sunday	No Service	No Service	Sunday	Sunday	No Service	Sunday	No Service	No Service
Memorial Day	A	No Service	Sunday	No Service	No Service	Sunday	Sunday	No Service	Sunday	No Service	No Service
Independence Day	A	No Service	Sunday	No Service	No Service	Sunday	Sunday	No Service	Sunday	No Service	No Service
Independence Day Observed	B	No Service	Weekday	No Service	Saturday	Weekday	Weekday	Saturday	Weekday	Saturday	Saturday
Labor Day	A	No Service	Sunday	No Service	No Service	Sunday	Sunday	No Service	Sunday	No Service	No Service
Columbus Day		Weekday	Weekday	Weekday	Weekday	Weekday	Weekday	Weekday	Weekday	Weekday	Weekday
Election Day		Weekday	Weekday	Weekday	Weekday	Weekday	Weekday	Weekday	Weekday	Weekday	Weekday
Veterans Day *		Weekday	Weekday	Weekday	Weekday	Weekday	Weekday	Weekday	Weekday	Weekday	Weekday
Thanksgiving Day		No Service	No Service	No Service	No Service	No Service	No Service	No Service	No Service	No Service	No Service
Friday after Thanksgiving		Weekday	Weekday	Weekday	Weekday	Weekday	Weekday	Weekday	Weekday	Weekday	Weekday
Christmas Eve *		Weekday	Weekday	Weekday	Weekday	Weekday	Weekday	Weekday	Weekday	Weekday	Weekday
Christmas Day		No Service	No Service	No Service	No Service	No Service	No Service	No Service	No Service	No Service	No Service
Christmas Day Observed	B	No Service	Weekday	No Service	Saturday	Weekday	Weekday	Saturday	Weekday	Saturday	Saturday
New Year's Eve *		Weekday	Weekday	Weekday	Weekday	Weekday	Weekday	Weekday	Weekday	Weekday	Weekday

* When this holiday falls on a Saturday, a Saturday schedule is operated
* When this holiday falls on a Sunday, a Sunday schedule is operated

	801 - 805	810	811	813	814	815	817	818	819	822
Holiday "A" Schedule	No Service	Sunday	No Service	No Service	Sunday	Sunday	No Service	Sunday	No Service	No Service
Holiday "B" Schedule	No Service	Weekday	No Service	Saturday	Weekday	Weekday	Saturday	Weekday	Saturday	Saturday
Holiday "C" Schedule	No Service	Weekday	Weekday	Weekday	No Service	Weekday	Weekday	Weekday	Weekday	Weekday

Updated: January 17, 2021

MIDDLESEX COUNTY LOCAL BUS SERVICE

Holiday Service Guide

HOLIDAY		801 - 805 Metropark Loop	810 New Brunswick Woodbridge Center	811 New Brunswick South River	813 Perth Amboy Middlesex County College	814 N. Brunswick New Brunswick Middlesex County College	815 New Brunswick East Brunswick Woodbridge Center	817 Perth Amboy Campbell's Junction	818 New Brunswick East Brunswick Old Bridge	819 Piscataway Plainfield Metuchen S. Plainfield	822 Plainfield N. Plainfield
New Year's Day	A	No Service	Sunday	No Service	No Service	Sunday	Sunday	No Service	Sunday	No Service	No Service
New Year's Day Observed	B	No Service	Weekday	No Service	Saturday	Weekday	Weekday	Saturday	Weekday	Saturday	Saturday
Martin Luther King, Jr. Day	C	No Service	Weekday	Weekday	Weekday	Weekday	Weekday	Weekday	Weekday	Weekday	Weekday
Lincoln's Birthday *		Weekday	Weekday	Weekday	Weekday	Weekday	Weekday	Weekday	Weekday	Weekday	Weekday
President's Day	C	No Service	Weekday	Weekday	Weekday	Weekday	Weekday	Weekday	Weekday	Weekday	Weekday
Good Friday		Weekday	Weekday	Weekday	Weekday	Weekday	Weekday	Weekday	Weekday	Weekday	Weekday
Easter	A	No Service	Sunday	No Service	No Service	Sunday	Sunday	No Service	Sunday	No Service	No Service
Memorial Day	A	No Service	Sunday	No Service	No Service	Sunday	Sunday	No Service	Sunday	No Service	No Service
Independence Day	A	No Service	Sunday	No Service	No Service	Sunday	Sunday	No Service	Sunday	No Service	No Service
Independence Day Observed	B	No Service	Weekday	No Service	Saturday	Weekday	Weekday	Saturday	Weekday	Saturday	Saturday
Labor Day	A	No Service	Sunday	No Service	No Service	Sunday	Sunday	No Service	Sunday	No Service	No Service
Columbus Day		Weekday	Weekday	Weekday	Weekday	Weekday	Weekday	Weekday	Weekday	Weekday	Weekday
Election Day		Weekday	Weekday	Weekday	Weekday	Weekday	Weekday	Weekday	Weekday	Weekday	Weekday
Veterans Day *		Weekday	Weekday	Weekday	Weekday	Weekday	Weekday	Weekday	Weekday	Weekday	Weekday
Thanksgiving Day		No Service	No Service	No Service	No Service	No Service	No Service	No Service	No Service	No Service	No Service
Friday after Thanksgiving		Weekday	Weekday	Weekday	Weekday	Weekday	Weekday	Weekday	Weekday	Weekday	Weekday
Christmas Eve *		Weekday	Weekday	Weekday	Weekday	Weekday	Weekday	Weekday	Weekday	Weekday	Weekday
Christmas Day		No Service	No Service	No Service	No Service	No Service	No Service	No Service	No Service	No Service	No Service
Christmas Day Observed	B	No Service	Weekday	No Service	Saturday	Weekday	Weekday	Saturday	Weekday	Saturday	Saturday
New Year's Eve *		Weekday	Weekday	Weekday	Weekday	Weekday	Weekday	Weekday	Weekday	Weekday	Weekday

* When this holiday falls on a Saturday, a Saturday schedule is operated
* When this holiday falls on a Sunday, a Sunday schedule is operated

	801 - 805	810	811	813	814	815	817	818	819	822
Holiday "A" Schedule	No Service	Sunday	No Service	No Service	Sunday	Sunday	No Service	Sunday	No Service	No Service
Holiday "B" Schedule	No Service	Weekday	No Service	Saturday	Weekday	Weekday	Saturday	Weekday	Saturday	Saturday
Holiday "C" Schedule	No Service	Weekday	Weekday	Weekday	No Service	Weekday	Weekday	Weekday	Weekday	Weekday

Updated: January 17, 2021

NEW JERSEY TRANSIT REQUEST FOR PROPOSAL NO. 21-030

MIDDLESEX COUNTY LOCAL BUS SERVICE

EXHIBIT D

CUSTOMER SERVICE GUIDELINES

801	Metro Park Loop
802	Metro Park Loop
803	Metro Park Loop
804	Metro Park Loop
805	Metro Park Loop
810	New Brunswick / Woodbridge Center
811	New Brunswick / South River
813	Perth Amboy / Middlesex County College
814	North Brunswick / New Brunswick / Middlesex County College
815	New Brunswick / East Brunswick / Woodbridge Center
817	Perth Amboy / Campbell's Junction
819	Piscataway / Plainfield / Metuchen / South Plainfield
822	North Plainfield / Plainfield

EXHIBIT D

CUSTOMER SERVICE GUIDELINES

- Carrier will provide schedule, route, and tariff information to all incoming callers during hours of operation.

- Carrier will mail schedules upon written or verbal request.

- Carrier will display schedules on all buses.

- Carrier will report detours or route changes immediately to NJ TRANSIT's Information Center between the hours of 6:00 AM and 12:00 midnight, daily.

- Carrier must ensure wheelchair lift and all ADA related devices are in proper working order.

- Carrier will ensure drivers properly log-in to the on-board vehicle service information system to provide customers with automated ADA compliant stop announcements.

- Carrier will establish lost and found number and maintain active records.

- Carrier will record complaints (by category), comments, and commendations and forward copies to Customer Service Department for review.

- Carrier will investigate and resolve customer concerns within five (5) business days.

- Carrier will respond directly to all incoming correspondence within seven (7) to ten (10) business days and forward copy to Customer Service Department.

- Carrier receiving customer complaints from NJ TRANSIT's Customer Service Department will investigate and respond within five (5) business days.

- Carrier will participate in Customer Service Forums as requested by the Customer Service Department.

NEW JERSEY TRANSIT REQUEST FOR PROPOSAL NO. 21-030

MIDDLESEX COUNTY LOCAL BUS SERVICE

EXHIBIT E

NJ TRANSIT OWNED REVENUE VEHICLES

801	Metro Park Loop
802	Metro Park Loop
803	Metro Park Loop
804	Metro Park Loop
805	Metro Park Loop
810	New Brunswick / Woodbridge Center
811	New Brunswick / South River
813	Perth Amboy / Middlesex County College
814	North Brunswick / New Brunswick / Middlesex County College
815	New Brunswick / East Brunswick / Woodbridge Center
817	Perth Amboy / Campbell's Junction
818	New Brunswick / East Brunswick / Old Bridge
819	Piscataway / Plainfield / Metuchen / South Plainfield
822	North Plainfield / Plainfield

Vehicle Plate	Vehicle No	Year	Vin #	Class
OYA4987	6148	2012	1N9416051CA140148	NABI 416.05
OYA4988	6149	2012	1N9416053CA140149	NABI 416.05
OYA4989	6150	2012	1N941605XCA140150	NABI 416.05
OYA4990	6151	2012	1N9416051CA140151	NABI 416.05
OYA4991	6152	2012	1N9416053CA140152	NABI 416.05
OYA4992	6153	2012	1N9416055CA140153	NABI 416.05
OYA4993	6154	2012	1N9416057CA140154	NABI 416.05
OYA4996	6155	2012	1N9416059CA140155	NABI 416.05
OYA4997	6156	2012	1N9416050CA140156	NABI 416.05
OYA5001	6157	2012	1N9416052CA140157	NABI 416.05
OYA4998	6158	2012	1N9416054CA140158	NABI 416.05
OYA5002	6159	2012	1N9416056CA140159	NABI 416.05
OYA5004	6160	2012	1N9416052CA140160	NABI 416.05
OYA5000	6161	2012	1N9416054CA140161	NABI 416.05
OYA5005	6162	2012	1N9416056CA140162	NABI 416.05
OYA5008	6163	2012	1N9416058CA140163	NABI 416.05
OYA5009	6164	2012	1N941605XCA140164	NABI 416.05
OYA5006	6165	2012	1N9416051CA140165	NABI 416.05
OYA5013	6166	2012	1N9416053CA140166	NABI 416.05
OYA5010	6167	2012	1N9416055CA140167	NABI 416.05
OYA5011	6168	2012	1N9416057CA140168	NABI 416.05
OYA5012	6169	2012	1N9416059CA140169	NABI 416.05
OYA5019	6170	2012	1N9416055CA140170	NABI 416.05
OYA5014	6171	2012	1N9416057CA140171	NABI 416.05
OYA5016	6172	2012	1N9416059CA140172	NABI 416.05
OYA5020	6173	2012	1N9416050CA140173	NABI 416.05
OYA5017	6174	2012	1N9416052CA140174	NABI 416.05
OYA5015	6175	2012	1N9416054CA140175	NABI 416.05
OYA5018	6176	2012	1N9416056CA140176	NABI 416.05
OYA5021	6177	2012	1N9416058CA140177	NABI 416.05
OYA5022	6178	2012	1N941605XCA140178	NABI 416.05
OYA5023	6179	2012	1N9416051CA140179	NABI 416.05
OYA5024	6180	2012	1N9416058CA140180	NABI 416.05
OYA5025	6181	2012	1N941605XCA140181	NABI 416.05
OYA5033	6182	2012	1N9416051CA140182	NABI 416.05
OYA5034	6183	2012	1N9416053CA140183	NABI 416.05
OYA5035	6184	2012	1N9416055CA140184	NABI 416.05

NEW JERSEY TRANSIT REQUEST FOR PROPOSAL NO. 21-030

MIDDLESEX COUNTY LOCAL BUS SERVICE

EXHIBIT F

TARIFF TABLES / FARES

801	Metro Park Loop
802	Metro Park Loop
803	Metro Park Loop
804	Metro Park Loop
805	Metro Park Loop
810	New Brunswick / Woodbridge Center
811	New Brunswick / South River
813	Perth Amboy / Middlesex County College
814	North Brunswick / New Brunswick / Middlesex County College
815	New Brunswick / East Brunswick / Woodbridge Center
817	Perth Amboy / Campbell's Junction
818	New Brunswick / East Brunswick / Old Bridge
819	Piscataway / Plainfield / Metuchen / South Plainfield
822	North Plainfield / Plainfield

NEW JERSEY TRANSIT

Bus Operations Inc.

PASSENGER TARIFF

**INCLUDING FARE RATES, RULES AND REGULATIONS
FOR THE TRANSPORTATION OF PASSENGERS
WITHIN THE STATE OF NEW JERSEY AND
BETWEEN POINTS IN THE STATES OF
NEW JERSEY, NEW YORK, AND PENNSYLVANIA**

INTERSTATE AND INTRASTATE FARE RATES

Effective October 1, 2015

**One Penn Plaza East
Newark, New Jersey 07105**

October 1, 2015

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October 1, 2015

I. Application of Fare Rates

Fare Rates herein published

A. are stated in dollars and cents and are payable in lawful currency of the United States of America

B. apply only for the transportation of persons

C. are full one way fare rates, unless otherwise indicated

D. are governed by rules and regulations herein published and may not be changed except by a revision of this tariff.

II. Senior Citizen and Passengers with Disabilities Fare Rates

A. **General:** The legislature of New Jersey has provided for the transportation of senior citizens and passengers with disabilities on regular route transportation services at no more than one half of the regular route one-way adult fare rates for the same trips, subject to certain limitations.

B. Senior Citizens are defined as any individual, regardless of residence, 62 years of age or over. Reduced fares are available for Senior Citizens age 62 and over at all times without restriction upon presentation of either a valid NJ TRANSIT Reduced Fare I.D. authorizing unrestricted use, or a Medicare Card issued by either the U.S. Social Security Administration or the Railroad Retirement Board. As per TB04-73, dated December 2004, bus operators may use their discretion in asking passengers to display ID. Other acceptable forms of ID are listed in TB04-73.

C. Passengers with Disabilities are defined as any individual, regardless of residence, who by reason of illness, injury, congenital malfunction or other permanent or temporary incapacity or disability is unable, without special facilities or special planning or design to utilize mass transportation facilities and services as effectively as persons who are not so afflicted. Reduced Fares are available for passengers with disabilities at all times without restriction upon presentation of either a valid NJ TRANSIT Reduced Fare card authorizing unrestricted use, or a Medicare Card issued by either the U.S. Social Security Administration or the Railroad Retirement Board.

D. To obtain a Reduced Fare I.D. or Reduced Fare Card: Senior Citizens may obtain applications for an NJ TRANSIT Reduced Fare Card or Reduced Fare I.D. at many banks, Savings & Loans, or any County Office on Aging. Passengers with Disabilities may request an application by writing to Reduced Fare Program, One Penn Plaza East, Newark, NJ 07105. The application for a passenger with disabilities is to be completed by the applicant and a physician.

E. Guide Transportation for the Disabled: When a passenger with a disability requires the services of a Guide to ride on regularly scheduled bus service, the accompanying guide will be allowed free transportation provided the passenger with a disability pays the appropriate fare and presents an NJ TRANSIT Reduced Fare I.D. displaying the word "Guide" on the face of the card. Application for a Guide Pass may be obtained by writing to Reduced Fare Program, One Penn Plaza East, Newark, NJ 07105.

F. A service animal accompanying a passenger with a disability will be transported free of charge. No proof of service animal status is required. See Rule 17 Animals for definitions.

III. Child Fare Rates

A. Up to three children age 4 and under may ride free when accompanied by a fare-paying passenger

B. Children age 5 through 11 may pay a Child Fare.

C. Family Fare Exception: On weekends and select State holidays, beginning 7:00 p.m. on Friday until 6:00 a.m. on Monday or the day following the State holiday, two children age 5 through 11 may ride free when accompanied by a fare-paying passenger. Additional children age 5 through 11 may pay a Child Fare.

D. The Family Fare privilege is not available on some lines. Refer to the individual Line Rate Schedules for line-specific Family Fare restrictions.

E. The Family Fare privilege is offered in addition to Rule 3, Paragraph A, above, allowing free transportation to three children Age 4 and under when accompanied by a fare-paying passenger.

IV. Monthly Bus Passes

The NJ TRANSIT Monthly Bus Pass is accepted for transportation for the period, beginning on the first day of the calendar month and expiring on the last day of the calendar month printed on the face of the pass, up to the number of zones printed on the face of the pass. A passenger wishing to ride beyond the printed zone value may do so upon paying the appropriate over-ride for each additional zone traveled on the bus. A passenger may not reuse a monthly bus pass to extend his trip by alighting and reboarding the same trip.

A. The Intrastate Monthly Bus Pass is valid for rides within the State of New Jersey only, on any NJ TRANSIT operated or contracted bus line, and any

intrastate line operated by a private carrier participating in NJ TRANSIT's bus card acceptance program. It may not be used with any combination of additional fares for any interstate or intra-commuter bus trip, except that on the No. 120 Line only, a passenger presenting a 2 zone Intrastate Bus Pass may over-ride to New York City upon paying an additional $1.90 at time of boarding. See charts on page 16 and 19 for Intrastate Monthly Bus Pass fare rates, over-ride rates, and zone availability.

B. The Interstate Monthly Bus Pass is valid for rides between New Jersey and adjoining states. It is also accepted for intrastate or intra-commuter rides up to the number of zones printed on the face of the pass. See charts on pages 15 and 18 for Interstate Monthly Bus Pass fare rates, over-ride rates, and zone availability.

C. The Intra-Commuter Monthly Bus Pass is valid for rides between points in zones 2-4 (Weehawken-Jersey City-Newark) and points in zones 9-18, along the Rt. 9 and Rt. 18 corridors. It is also accepted for intrastate rides up to the number of zones printed on the face of the pass. See for Intra-Commuter Monthly Pass fare rates, over-ride rates, and zone availability. Passengers riding to New York along the Rt. 9 and Rt. 18 corridors may utilize their intra-commuter pass as follows:

1. Passengers that over-ride from Newark to New York shall be charges $4.90.
2. Passengers that over-ride from Jersey City to New York shall be charges $3.60.

D. NJ TRANSIT Monthly Bus Passes are not accepted on selected bus lines, or on select portions of specific bus lines, subject to specific circumstances. Refer to individual Line Rate Schedules for line-specific restrictions on Monthly Bus Pass use.

V. Rail Monthly and Weekly Passes

A. Rail Monthly and Weekly Passes are printed with a Bus Interstate Zone equivalency on the face of the pass. This zone value entitles the bearer to ride any NJ TRANSIT Interstate, Intrastate, or IntraCommuter Bus service up to the number of zones printed on the face of the Rail Pass, at no extra fare.

B. Passengers wishing to travel beyond the number of Bus Zones printed on the face of the Rail Pass may do so upon paying the standard over-ride (either Interstate, Intrastate, or IntraCommuter) for each additional zone traveled.

C. NJ TRANSIT Rail Monthly Passes are accepted for transportation for the period, beginning on the first day of the calendar month and expiring on the last day of the calendar month printed on the face of the pass.

D. NJ TRANSIT Rail Weekly Passes are accepted for transportation for the calendar week for which they were sold, beginning on Saturday at 12 AM through the following Saturday at 6 AM.

VI. Joint Monthly Passes

A. Joint Intrastate Bus/NY Waterways Ferry Monthly Pass: Passengers may purchase a joint monthly pass valid for intrastate transportation on NJ TRANSIT's Nos 156, 158, 159, or 188 lines up to the number of zones printed on the face of the pass, and for transportation on the New York Waterways Ferry identified on the face of the pass.

B. Passengers presenting a NJ TRANSIT Hudson-Bergen Light Rail (HBLR) Monthly Pass shall be accepted for transportation for one intrastate zone on any NJ TRANSIT operated or contracted bus line, or any intrastate line operated by a private carrier participating in NJ TRANSIT's bus card acceptance program, at no additional fare. Passengers wishing to travel beyond the printed zone value may do so upon paying the appropriate intrastate over-ride for each additional zone.

C. Joint monthly passes are subject to all other rules applying to standard monthly passes as printed in Rule 4 Monthly Bus Passes above.

VII. Tickets

NJ TRANSIT Bus Tickets are valid for transportation up to the number of zones printed on the face of the ticket, for the type of service (intrastate, interstate, etc.) printed on the ticket. Passengers wishing to ride beyond the printed zone value may do so upon paying the appropriate over-ride for each additional zone traveled on the bus, except that no over-rides are permitted on RTX tickets.

A. One Way (OW) tickets are available in Adult, Senior Citizen/Passenger with Disability, and Child fare rates and are valid from date of sale until used

B. Discounted Ten-trip (10T) commutation ticket packages (ten individual tickets) are available in Adult fare rates only and are valid for twenty days from and including date of sale.

C. Round trip adult (RT) and round trip child (RTC) ticket packages (two individual tickets), with or without discount, are valid from date of sale

until used. No Round Trip discounts are available for Senior Citizens/Passengers with Disabilities;

D. Round Trip Excursion (RTX) ticket packages (two individual tickets) are available in Adult fare rates only, are restricted to use on the 319 and 551 lines for transportation to Atlantic City only, and are valid for ten days from and including date of sale.

E. Refer to fare charts for ticket types, fare rates, over-ride rates, and zone availability.

VIII. Continuing Trip Tickets

A limited NJ TRANSIT Continuing Trip (CT) privilege allows passengers to interchange between specified connecting bus lines, at specified points, by paying the entire fare of the linked trip at time of boarding the first vehicle. No additional fare is required at time of boarding the second vehicle. CT tickets may be obtained at time of boarding the first vehicle only, by passengers paying cash or presenting valid One-Way or Ten-Trip tickets only. CT tickets expire two hours from time of sale. Passengers presenting CT tickets on eligible lines at appropriate locations will be transported up to the zone designation printed on the CT ticket. Passengers wishing to travel beyond the printed zone designation may do so upon paying the appropriate over-ride for each additional zone. Refer to individual Line Rate Schedules for Continuing Trip privilege availability and restrictions.

IX. Transfer Privileges (Intrastate Only)

A. Passengers requiring two buses to reach their final intrastate destination may purchase a Transfer, upon boarding the first vehicle, for **$.75** in Northern Division and **$.70** in Southern Division. Passengers traveling more than one zone on the second bus must pay an over-ride equal to the difference between the full cash fare to their destination and **$1.60**.

B. Transfers may only be purchased in combination with cash fares, One Way or Continuing Trip tickets. Passengers presenting a 10-Trip or Round Trip ticket are not entitled to purchase a transfer. Transfers expire two hours from time of sale. Pre-printed Adult, Senior Disabled, and Child's fare "Ticket with Transfer" are available at select locations; a passenger presenting a valid "ticket with transfer" at time of boarding the first bus shall be issued a transfer at no additional fare.

C. Transfers are available for eligible Senior Citizens/Passengers with Disabilities (see Rule 2), for **$.35** in Northern Division and **$.30** in Southern Division. Senior Citizens/Passengers with Disabilities traveling

more than one zone on the second bus must pay an over-ride equal to the difference between the Senior/Disabled cash fare to their destination and **$.75**.

D. Transfers are available for eligible Children age 5-11 (see Rule 3), for **$.35** in Northern Division and **$.30** in Southern Division. Eligible children traveling more than one zone on the second bus must pay an over-ride equal to the difference between the Child's cash fare to their destination and **$.75**.

E. For Student Transfer privileges, refer to Rule 10 *Student Tickets*, Paragraph E, below.

F. Transfers will not be issued or accepted for interstate or intra-commuter service. Transfer issuance and acceptance may also be restricted on select intrastate lines or select portions of select intrastate lines. Refer to individual Line Rate Schedules for line-specific restrictions on Transfer use.

X. Student Tickets (Intrastate Only)

A. Student Tickets are valid, for intrastate transportation only. Student Ticket use is restricted to New Jersey students attending New Jersey public or parochial elementary schools, including high schools, licensed or approved by the State Board of Education.

B. Student Tickets, in ten-ticket packages in the denominations indicated on the fare charts, are available for purchase at major terminals, at most NJ TRANSIT garage locations, and at many commissioned ticket agent locations. Student tickets will also be sold to Boards of Education and other appropriate school authorities upon application to the company.

C. Student tickets may be purchased only upon presentation of NJ TRANSIT Student Identification Cards, properly completed by appropriate school authorities who qualify under the provisions of paragraph A above. Individual sales of student tickets will be limited to no more than six packages of ten tickets each.

D. Students presenting student tickets for transportation must present a properly completed NJ TRANSIT Student Identification Card for examination by operators or other Company representatives upon request.

E. Eligible Students presenting valid student tickets for transportation and requiring two buses to reach their final destination may purchase a

Student Transfer, upon boarding the first vehicle, for **$.45**. Eligible students presenting a valid "Student ticket with Transfer" at time of boarding the first bus shall be issued a Student Transfer at no additional fare. Students traveling more than one zone on the second bus shall pay the appropriate over-ride (**$.80** in Northern Division, **$.70** in Southern Division) for each additional zone traveled.

F. Student tickets and student transfers are not valid for transportation in interstate or intra-commuter service, or for transportation on select intrastate bus lines, or select portions of select intrastate bus lines. Refer to individual Line Rate Schedules for line-specific restrictions on Student Ticket acceptance.

XI. Other Tickets

Courtesy Tickets, Promotional Transportation Tickets, and Joint Entertainment Package Tickets issued by NJ TRANSIT are valid for transportation as follows:

A. Courtesy tickets are not printed with any zone or dollar value and are good until used, for any intrastate, interstate, or intra-commuter trip. Passengers presenting courtesy tickets and requesting either transfers or continuing trip tickets, where authorized, shall be issued one at no additional fare.

B. Ozone Tickets are not printed with any zone or dollar value and are good between the dates listed on the back of the ticket, for any intrastate, interstate, or intra-commuter trip. Passengers presenting courtesy tickets and requesting either transfers or continuing trip tickets, where authorized, shall be issued one at no additional fare.

C. Promotional Transportation tickets are distributed free of charge and may or may not be printed with any zone value or expiration date. If no zone value is printed on the ticket, the ticket shall be considered valid for any ride requested. Passengers presenting promotional transportation tickets and requesting either transfers or continuing trip tickets on bus lines where such privileges are authorized, shall be issued one at no additional fare.

D. Joint Entertainment Package tickets are sold in conjunction with an entertainment event, printed with the name of the event and/or the event location (for example Radio City Music Hall or Madison Square Garden), and the event date. These tickets are not collected by the operator. These tickets are valid for multiple rides of any zone value on any NJ TRANSIT Bus for the day of the program printed on the face of the ticket until 3:00 am on the following day.

XII. Free or Reduced Fare Transportation

A. Police Officers, **in uniform**, and firemen **in uniform**, are permitted to ride any NJ TRANSIT bus without fare.

B. Letter carriers, with pouch, are permitted to ride any NJ TRANSIT bus within the cities of Trenton, Newark, and Hoboken only, without fare.

C. Employees and Retirees of NJ TRANSIT presenting approved passes, and other bearers of NJ TRANSIT non-revenue passes, are permitted to ride NJ TRANSIT at no charge.

D. Military Personnel and their Dependents may ride at the reduced fare (Senior Citizen) rate upon showing their military or Dependent ID cards.

XIII. Proof-of-Payment

The Newark City Subway operates as a Proof-of-Payment fare collection system. Pursuant to N.J.A.C 16:87, the use of light rail passenger service shall constitute an agreement by that person to pay the prescribed fare for the service. A person who has paid the prescribed fare and who has been issued proof of payment thereof shall retain that proof of payment while in a pre-paid fare area or on designated light rail passenger facilities or vehicles. In addition, single-use tickets must be properly validated in order to constitute proof of payment. Single-use tickets which have not been validated or which have time-expired do not constitute proof of payment.

A. **Inspection of Fares**

Fare Enforcement Officers are employees of NJ TRANSIT, appointed pursuant to section 7 of NJSA 27:25-5.12, authorized to enforce the provisions of the act by requesting and inspecting proof of payment of the prescribed fare from persons using the light rail passenger service when proof of payment is required, and by issuing a complaint and summons to any person for a violation of the provisions of the act, regardless of whether this service is operated by the corporation or by a public or private entity under contract to NJ TRANSIT.

B. **Violations**

It shall be a violation of the Act for any person to use or attempt to use light rail passenger service or enter into a pre-paid fare area and fail to exhibit proof of fare payment upon request. A violation of the Act shall be punishable by a civil penalty not exceeding $100.00, in addition to court costs.

C. **Pre-paid Fare Areas**
Platform areas or portions of platform areas may be designated as pre-paid fare areas. Persons approaching an area so designated must possess proof of payment including proper validation of single-use tickets before entering the area. Failure to exhibit proper proof of fare payment shall constitute a violation of the act.

D. **Validation of Tickets**
Passengers utilizing any single-use ticket for light rail transportation must electronically time and date-stamp their ticket through insertion into an appropriately designated machine. Single-use tickets include any one-way full fare, one-way senior citizen/passenger with disabilities fare, one-way child fare, individual 10-trip coupon, and individual studsnt fare coupon. Validated tickets may be exhibited for transportation up to the expiration time and date printed by the validating machine on the face of the ticket, 60 minutes from time of insertion. Monthly passes and bus–issued transfer or continuing trip ticket receipts do not require validation.

XIV. Refunds

A. All refund requests must be sent to the Refund Dept., NJ TRANSIT, One Penn Plaza East, Newark, NJ 07105-2246.

B. One-way, round trip, and round trip excursion tickets, will not be refunded.

C. Wholly-unused 10-trip ticket packages will be refunded at the purchase price.

D. Partially used 10-trip packages will have one full one-way fare, by type (Adult, Senior Citizen, Child, or other, as applicable), deducted from the purchase price for each ticket in the package that has been used.

E. Monthly Bus Passes submitted before the start of the validity period (calendar month) will be refunded at the purchase price.

F. Monthly Bus Passes submitted after the start of the validity period (calendar month) will have two full one way fares deducted for each business day from the start of the validity period (calendar month) to the date of the refund request.

G. The date of the refund request will be deemed to be the postmark date on the envelope used to request the refund.

H. Courtesy tickets will not be refunded and may not be used as a credit towards the purchase of a ticket.

I. For refunds of purchases made by credit card transaction, the customer will be issued a credit to his/her credit card account. For cash or debit card transactions, the customer will be issued a check.

J. In the event of a ticket vending machine (TVM) malfunction, the customer should mail the TVM-issued adjustment receipt to the Bus/Light Rail Refund Department for handling. If no adjustment receipt was issued by the malfunctioning TVM, the customer should write a letter identifying the circumstances to the Bus/Light Rail Refund Department for handling.

XV. Lost, Destroyed, or Stolen Tickets and Passes

A. NJ TRANSIT will not replace lost, stolen or destroyed tickets. A NJ TRANSIT Monthly Bus Pass will be replaced once in a customer's lifetime and only if the criteria in either paragraph B or C of this section are met.

B. NJ TRANSIT Monthly Bus Passes that have been washed-out, damaged or destroyed in some other way will be replaced if the Pass type, Zone value, and Calendar Month and Year can be determined, and if the Monthly Pass can be verified as not counterfeit.

C. Stolen NJ TRANSIT Monthly Bus Passes will be replaced if NJ TRANSIT receives a police report for the stolen pass. The police report must be written by the police department within the jurisdiction where the pass was stolen.

D. Exceptions to this policy may be made with appropriate supervisory approval.

XVI. Luggage

A. Luggage will not be checked, and NJ TRANSIT is not responsible for articles left behind.

B. Passengers traveling on NJ TRANSIT buses with under-floor storage may store up to two items of luggage of conventional size. No single piece may exceed 30 pounds. Passengers wishing to load/unload their luggage may do so at terminals and along routes. NJ TRANSIT reserves the right to deny permission to load/unload luggage at any location where it may jeopardize the safety of the passenger, bus operator, or bus.

C. NJ TRANSIT will not be responsible for damage to luggage placed in under-floor storage.

D. Passengers traveling on buses without underfloor storage may bring up to two pieces of luggage on board the bus provided the luggage can be fit safely and securely in the overhead parcel racks or on the passengers' lap. Luggage may not block aisles, be placed on empty seats, or cause inconvenience to other passengers.

XVII. Bicycles

A. Single-seat, two-wheel, non-motorized bicycles may be carried on NJ TRANSIT buses with under-floor storage, and on bike-rack equipped buses, at all times. For buses equipped with bike-racks, no more than two bicycles may be carried at any time. No bicycles will be carried inside the bus. Bicycles with child carrier seats may not be carried on bike racks.

B. Passengers must load and unload their own bicycles. The bus operator is not permitted to leave the bus to assist loading.

C. NJ TRANSIT will not be responsible for bicycles which are lost, stolen, or damaged while on the bike rack or in under-floor storage, or for bicycles left behind.

XVIII. Animals

Animals accompanying passengers may be categorized as either "service animals", "service animals in training", or "pets". If the status of the animal is unclear, NJ TRANSIT employees or employees of entities operating buses under contract to NJ TRANSIT may ask the passenger to establish the animal's status. No proof of status is required. If the passenger claims the animal as a service animal or service animal in training, then the "service animal" rules will apply, except that if the animal is considered by NJ TRANSIT employees or employees of entities operating buses under contract to NJ TRANSIT to pose a threat to the safety or health of other passengers, the employee may prohibit the animal from entering the vehicle; if the animal exhibits threatening behavior while on the vehicle NJ TRANSIT employees or employees of entities operating buses under contract to NJ TRANSIT may require that its owner or trainer remove the animal from the vehicle.

A. Service Animals: A service animal is any animal trained to perform tasks for the benefit of an individual with a disability. Tasks include, but are not restricted to, pulling a wheelchair, fetching dropped objects, alerting individuals with a hearing impairment or guiding individuals with a visual impairment. Service animals and service animals in training will be transported free of charge, and are not required to wear any special harness or collar. The service animal or service animal in training must lie,

sit, or stand at the feet of its master, if at all possible. The animal must not block the aisle or occupy a seat.

B. Pets: Dogs, cats, birds, and other animals classified as pets will be transported on NJ TRANSIT Bus when well secured in suitable containers and carried by passengers, provided such container can be safely and securely carried by passengers. Pets may not block aisles, be placed on empty seats, or cause inconvenience to other passengers.

XIX. Objectionable Persons

NJ TRANSIT reserves the right to refuse to transport any person whose conduct is such, or is likely to become such, as to make a person objectionable to other passengers or prospective passengers.

For Rules and Regulations regarding Student Ticket use and acceptance, refer to Rule 10.

STUDENT FARES
Northern Division

Zones	Comparable one-way full cash fare	For Ride on Bus: Value of individual student ticket	For Ride on Bus: Rate per student ticket strip	For Ride including Transfer Privilege: Value of individual student ticket	For Ride including Transfer Privilege: Rate per student ticket strip
1	$1.60	$1.100	$11.00	$1.550	$15.50
2	$2.55	1.700	17.00	2.150	21.50
3	$3.15	2.150	21.50	x	x
4	$3.80	2.575	25.75	x	x

Northern Division Student Over-ride rate: **$0.80** Per Additional Zone

STUDENT FARES
Southern Division

Zones	Comparable one-way full cash fare	For Ride on Bus: Value of individual student ticket	For Ride on Bus: Rate per student ticket strip	For Ride including Transfer Privilege: Value of individual student ticket	For Ride including Transfer Privilege: Rate per student ticket strip
1	$1.60	$1.100	$11.00	1.550	$15.50
2	$2.25	1.575	15.75	2.025	20.25
3	$2.75	1.875	18.75	x	x
4	$3.35	2.275	22.75	x	x

Southern Division Student Over-ride rate: **$0.70** Per Additional Zone

Northern - Interstate Fare Chart

Zone No.	Adult Fares One Way	Round Trip	Sr/Disabled & Child One Way	Child Round Trip	Commuter Fares 10-Trip Discount	Monthly Pass
1	$1.85	None	$0.85	None	None	None
2	$3.50	None	$1.55	None	$29.50	$107.00
3	$4.50	None	$2.05	None	$42.50	$148.00
4	$6.00	None	$2.70	None	$51.00	$167.00
5	$7.00	None	$3.20	None	$60.50	$199.00
6	$8.00	None	$3.80	None	$70.00	$235.00
7	$9.75	None	$4.35	None	$83.50	$251.00
8	$10.75	None	$4.90	None	$92.50	$267.00
9	$12.00	None	$5.45	None	$102.00	$282.00
10	$13.00	None	$6.00	None	$111.00	$303.00
11	$13.75	None	$6.25	None	$118.50	$326.00
12	$15.00	None	$6.80	None	$127.50	$353.00
13	$16.00	None	$7.10	None	$137.00	$377.00
14	$16.50	None	$7.35	None	$141.00	$399.00
15	$18.00	None	$8.20	None	$153.00	$421.00
16	$19.00	None	$8.70	None	$162.50	$448.00
17	$19.75	None	$9.00	None	$169.00	$470.00
18	$21.25	None	$9.55	None	$181.00	$496.00
19	$21.75	None	$9.80	None	$185.50	$496.00
20	$22.75	None	$10.35	None	$194.50	$496.00
21	$24.00	None	$10.90	None	$204.00	$496.00
22	$25.25	None	$11.45	None	$215.50	$496.00
23	$25.75	None	$11.70	None	$220.00	$496.00
24	$30.75	$55.00	$13.90	$25.00	None	None
25	$32.50	$58.00	$14.70	$26.00	None	None
26	$33.50	$60.00	$15.00	$27.00	None	None
27	$34.00	$61.00	$15.25	$27.50	None	None
28	$35.25	$64.00	$15.80	$29.00	None	None
29	$36.50	$65.00	$16.35	$29.50	None	None
30	$38.00	$66.00	$17.15	$30.00	None	None
31	$39.00	$70.00	$17.45	$31.50	None	None
32	$40.25	$72.00	$18.25	$32.00	None	None
33	$41.25	$74.00	$18.55	$33.00	None	None
34	$42.25	$76.00	$19.10	$34.00	None	None
35	$43.50	$79.00	$19.60	$36.00	None	None
36	$45.00	$80.00	$20.15	$36.50	None	None
37	$46.00	$82.00	$20.70	$37.00	None	None
38	$47.25	$86.00	$21.25	$38.50	None	None
39	$48.50	$87.00	$21.80	$39.00	None	None

Northern Interstate Over-ride Rates:

Adult full-fare:	**$1.35** Per Additional Zone
Senior Disabled & Child :	**$0.65** Per Additional Zone

Northern - Intrastate Fare Chart

Zone No.	Adult One Way	Sr/Disabled & Child One Way	Commuter Fares 10-Trip Discount	Monthly Pass
1	$1.60	$0.75	None	$59.00
2	$2.55	$1.10	None	$78.00
3	$3.15	$1.40	$27.00	$93.00
4	$3.80	$1.75	$33.50	$100.00
5	$4.15	$1.85	$38.00	$110.00
6	$4.80	$2.15	$42.50	$124.00
7	$5.25	$2.40	$48.00	$138.00
8	$5.80	$2.60	$51.50	$153.00
9	$6.20	$2.80	$57.00	$165.00
10	$6.75	$3.05	$60.50	$179.00
11	$7.25	$3.25	$66.00	$191.00
12	$7.75	$3.50	$68.00	$204.00
13	$8.30	$3.75	$74.00	$218.00
14	$8.85	$3.95	$79.00	$234.00
15	$9.20	$4.15	$84.00	$244.00
16	$9.75	$4.40	$88.50	$261.00
17	$10.25	$4.65	$93.00	$271.00
18	$10.75	$4.85	$97.00	$286.00
19	$11.35	$5.10	$101.50	None
20	$11.75	$5.30	$106.50	None
21	$12.35	$5.55	$111.50	None
22	$12.80	$5.80	$114.50	None
23	$13.30	$6.00	$120.00	None
24	$13.90	$6.25	None	None
25	$14.45	$6.55	None	None
26	$14.80	$6.65	None	None
27	$15.35	$6.90	None	None
28	$15.80	$7.15	None	None
29	$16.40	$7.35	None	None
30	$16.85	$7.60	None	None
31	$17.40	$7.85	None	None
32	$17.90	$8.05	None	None
33	$18.40	$8.30	None	None
34	$18.80	$8.50	None	None
35	$19.40	$8.70	None	None
36	$19.80	$8.90	None	None
37	$20.40	$9.15	None	None
38	$20.75	$9.30	None	None

Northern Intrastate Over-ride Rates:

Adult full-fare: **$0.90** First zone over-ride, Thereafter **$0.80** Per Additional Zone

Senior Disabled & Child : **$0.35** Per Additional Zone

Northern Intra-Commuter Fare Chart

Weehawk-Hoboken Zone 2 to Zone	Jersey City Zone 3 to Zone	Newark Zone 4 to Zone	Adult Fares One Way	Adult Fares Round Trip	Sr/Disabled & Child One Way	Child Round Trip	Commuter Fares 10-Trip Discount	Commuter Fares Monthly Pass
		9	$7.00	None	$3.25	None	$60.50	$183.00
	9	10	$7.75	None	$3.55	None	$67.00	$210.00
9	10	11	$9.00	None	$4.10	None	$76.50	$233.00
10	11	12	$10.25	None	$4.65	None	$88.50	$259.00
11	12	13	$10.75	None	$4.90	None	$92.50	$287.00
12	13	14	$12.00	None	$5.45	None	$102.00	$312.00
13	14	15	$12.50	None	$5.70	None	$107.00	$336.00
14	15	16	$13.75	None	$6.25	None	$118.50	$360.00
15	16	17	$14.75	None	$6.55	None	$125.50	$382.00
16	17	18	$15.75	None	$7.10	None	$134.50	$404.00
17	18	19	$16.25	None	$7.35	None	$139.00	$429.00
18	19	20	$17.50	None	$7.90	None	$148.00	$448.00
19	20	21	$18.00	None	$8.20	None	$153.00	$448.00
20	21	22	$18.75	None	$8.45	None	$159.50	$448.00
21	22	23	$19.75	None	$9.00	None	$169.00	$448.00
22	23	24	$20.50	None	$9.25	None	$174.00	$448.00
23	24	25	$25.00	$44.00	$11.15	$20.00	None	None
24	25	26	$25.75	$47.00	$11.70	$21.00	None	None
25	26	27	$27.00	$48.00	$12.25	$21.50	None	None
26	27	28	$28.00	$50.00	$12.55	$22.00	None	None
27	28	29	$29.00	$52.00	$13.10	$23.50	None	None
28	29	30	$30.00	$54.00	$13.65	$24.50	None	None
29	30	31	$30.75	$55.00	$13.90	$25.00	None	None
30	31	32	$31.50	$58.00	$14.15	$26.00	None	None
31	32	33	$33.00	$60.00	$14.70	$27.00	None	None
32	33	34	$33.75	$61.00	$15.25	$27.50	None	None
33	34	35	$35.00	$63.00	$15.80	$28.00	None	None
34	35	36	$36.25	$64.00	$16.35	$29.00	None	None
35	36	37	$36.75	$65.00	$16.60	$29.50	None	None
36	37	38	$38.00	$66.00	$17.15	$30.00	None	None
37	38	39	$39.00	$70.00	$17.45	$31.50	None	None
38	39		$39.50	$72.00	$17.70	$32.00	None	None
39			$41.00	$74.00	$18.55	$33.00	None	None

Northern Intra-Commuter Over-ride Rates:

Adult full-fare: **$1.05** Per Additional Zone

Senior Disabled & Child : **$0.50** Per Additional Zone

Passengers wishing to ride to New York using their Intra-Commuter pass for Newark may do so upon paying: **$ 4.90**

Passengers wishing to ride to New York using their Intra-Commuter pass for Jersey City may do so upon paying: **$ 3.60**

Southern - Interstate Fare Chart

Zone No.	Adult Fares One Way	Adult Fares Round Trip	Sr/Disabled & Child One Way	Child Round Trip	Commuter Fares 10-Trip Discount	Commuter Fares Monthly Pass
1	$1.95	None	$0.85	None	None	None
2	$3.05	None	$1.35	None	$26.00	$96.00
3	$4.25	None	$1.90	None	$37.00	$134.00
4	$5.35	None	$2.40	None	$45.00	$150.00
5	$6.30	None	$2.80	None	$54.00	$181.00
6	$7.50	None	$3.55	None	$65.00	$214.00
7	$8.25	None	$3.80	None	$72.00	$245.00
8	$9.75	None	$4.35	None	$83.50	$263.00
9	$10.75	None	$4.90	None	$92.50	$282.00
10	$11.75	None	$5.15	None	$99.50	$303.00
11	$14.50	$22.00	$6.55	$10.00	$122.50	$326.00
12	$15.00	$27.00	$6.80	$12.50	$127.50	$353.00
13	$16.00	$30.00	$7.35	$13.50	$137.00	$377.00
14	$17.50	$31.00	$7.90	$14.00	$148.00	$399.00
15	$18.00	$32.00	$8.20	$14.50	$153.00	$421.00
16	$19.00	$33.00	$8.70	$15.00	$162.50	$448.00
17	$20.00	$36.00	$9.00	$16.00	$171.50	$470.00
18	$21.50	$37.00	$9.80	$16.50	$183.00	$496.00
19	$22.50	$41.00	$10.10	$18.50	$192.50	$496.00
20	$23.50	$43.00	$10.65	$19.50	$199.50	$496.00
21	$24.75	$44.00	$11.15	$20.00	$211.00	$496.00

Southern Interstate Over-ride Rates:

Adult full-fare: **$1.20** Per Additional Zone

Senior Disabled & Child : **$0.55** Per Additional Zone

October 1, 2015

Southern - Intrastate Fare Chart

Zone No.	Adult One Way	Sr/Disabled & Child One Way	Commuter Fares 10-Trip Discount	Commuter Fares Monthly Pass
1	$1.60	$0.75	None	$54.00
2	$2.25	$1.00	None	$71.00
3	$2.75	$1.25	$24.50	$83.00
4	$3.35	$1.50	$30.50	$90.00
5	$3.80	$1.75	$33.50	$100.00
6	$4.25	$1.90	$39.00	$114.00
7	$4.80	$2.15	$42.50	$124.00
8	$5.15	$2.35	$47.00	$138.00
9	$5.70	$2.55	$51.00	$148.00
10	$6.15	$2.75	$55.00	$162.00
11	$6.55	$3.00	$59.50	$174.00
12	$7.10	$3.15	$62.00	$186.00
13	$7.40	$3.30	$67.00	$199.00
14	$7.95	$3.60	$72.00	$213.00
15	$8.40	$3.75	$75.00	$222.00
16	$8.90	$3.95	$79.50	$235.00
17	$9.20	$4.15	$84.00	$247.00
18	$9.75	$4.40	$88.50	$261.00
19	$10.25	$4.65	$91.50	None
20	$10.70	$4.80	$96.00	None
21	$11.25	$5.00	$100.50	None
22	$11.55	$5.15	$105.00	None
23	$12.10	$5.45	$108.00	None
24	$12.55	$5.65	None	None

Southern Intrastate Over-ride Rates:

Adult full-fare:	**$0.70** Per Additional Zone
Senior Disabled & Child :	**$0.30** Per Additional Zone

Original Page

Operated By

Metro Park Loop Routes Nos. 801-802-803-804-805
Rate Schedule

Loop 801

	Municipality	Zones	1
Metropark Rail Station to Firestone parking area at Parsonage Road, Menlo Park to Metropark Rail Station	Iselin Edison	1	1.60

Loop 802

	Municipality	Zones	1
Metropark Rail Station via Green Street, US Highway 1, Gill Lane to Metropark Rail Station	Iselin	1	1.60

Loop 803

	Municipality	Zones	1
Metropark Rail Station via Woodbridge Rail Station to Metropark Rail Station	Iselin Woodbridge	1	1.60

Loop 804

	Municipality	Zones	1
Metropark Rail Station to New Dover Road & Inman Avenue to Metropark Rail Station	Edison Iselin	1	1.60

Loop 805

	Municipality	Zones	1
Metropark Rail Station to Main Street & Ford Avenue (Woodbridge) to Metropark Rail Station	Edison Fords	1	1.60

NOTE

The Rail Feeder Fare privilege has been discontinued. Passengers displaying valid NJ TRANSIT Rail Monthly and Weekly Passes, with a Bus Zone equivalent of "1", will be carried at no additional fare. PASSENGERS WITHOUT A MONTHLY OR WEEKLY PASS MUST PAY THE FULL FARE.

Fare rates effective: October 1, 2015

Original Page

Operated By

No. 810 New Brunswick - Woodbridge Center

Rate Schedule

	Municipality	Zones	1	2
Somerset and George Streets to	New Brunswick Highland Park			
Edison-Metuchen Line at NJ Highway 27 and I-287	Edison	1	1.60	2.55
	Metuchen			
Edison-Metuchen Line at NJ Highway 27 and I-287 to	Edison			
Woodbridge Center Mall	Woodbridge	2		1.60

Fare rates effective: October 1, 2015

Issued: October 1, 2015 **Exact Fare**

Original Page

Operated By

No. 811 New Brunswick - South River

Rate Schedule

	Municipality	Zones	1	2
Easton Avenue at St. Peter's Hospital to North Brunswick Shopping Center at US Highway 1 and Milltown Road	New Brunswick North Brunswick	1	1.60	2.55
North Brunswick Shopping Center at US Highway 1 and Milltown Road to South River-Sayreville Line	North Brunswick Milltown East Brunswick South River	2		1.60

Fare rates effective: October 1, 2015

Issued: October 1, 2015

Exact Fare

Original Page

Operated By

No. 813 Perth Amboy-Metuchen-Middlesex County College

Rate Schedule

	Municipality	Zones	1
Rector Street at Washington Street	Perth Amboy Woodbridge Metuchen		
Middlesex County College	Edison	1	1.60

Fare rates effective: October 1, 2015

Original Page

Operated By

No. 814 North Brunswick-New Brunswick-Middlesex County College

Rate Schedule

	Municipality	Zones	1
Fashion Plaza Shopping Center to	North Brunswick New Brunswick Highland Park		
Middlesex County College	Edison	1	1.60

Fare rates effective: October 1, 2015

Original Page

Operated By

No. 815 New Brunswick-East Brunswick-Woodbridge Center

Rate Schedule

	Municipality	Zones	1	2	3	4
Somerset Street at George Street to NJ Highway 18 and Tices Lane	New Brunswick East Brunswick	1	1.60	2.55	3.15	3.80
NJ Highway 18 and Tices Lane to Washington Road at Ernston Road	East Brunswick South River Sayreville	2		1.60	2.55	3.15
Washington Road at Ernston Road to Sayreville Perth Amboy Line at Victory Bridge	Sayreville South Amboy	3			1.60	2.55
Sayreville Perth Amboy Line at Victory Bridge to Woodbridge Center Mall	Perth Amboy Woodbridge	4				1.60

Fare rates effective: October 1, 2015

Issued: October 1, 2015

Exact Fare

Original Page

Operated By

No. 817 Perth Amboy - Middletown (Campbell's Junction)

Rate Schedule

	Municipality	Zones	1	2	3	4
Rector Street at Washington Street to Perth Amboy-Sayreville Line at Victory Bridge	Perth Amboy	1	1.60	2.55	3.15	3.80
Perth Amboy-Sayreville Line at Victory Bridge to Sayreville-Old Bridge Line at N.J. Hwy 35	Sayreville South Amboy	2		1.60	2.55	3.15
Sayreville-Old Bridge Line at N.J. Hwy 35 to Hazlet-Keansburg Line at NJ Highway 36 and Thorns Creek	Old Bridge Keyport Union Beach Hazlet	3			1.60	2.55
Hazlet-Keansburg Line at NJ Highway 36 and Thorns Creek to Garfield Avenue at Leonardsville Road (Campbell's Junction)	Keansburg Middletown	4				1.60

Fare rates effective: October 1, 2015

Issued: October 1, 2015 **Exact Fare**

Original Page

Operated By

No. 818 New Brunswick - Old Bridge

Rate Schedule

	Municipality	Zones	1	2
Somerset street at George Street to NJ Highway 18 and Tices Lane	New Brunswick East Brunswick	1	1.60	2.55
NJ Highway 18 and Tices Lane to Old Bridge Civic Center	East Brunswick Old Bridge	2		1.60

Fare rates effective: October 1, 2015

Issued: October 1, 2015 **Exact Fare**

Original Page

Operated By

No. 819 Piscataway-Plainfield-Metuchen - South Plainfield

Rate Schedule

	Municipality	Zones	1	2
4th Street at Rushmore Avenue to Shelton road at Hadley Center Drive -- OR-- South Plainfield-Edison Line at Oak Tree Road and Woodland Avenue	Piscataway Plainfield South Plainfield	1	1.60	2.55
South Plainfield-Edison Line at Oak Tree Road and Woodland Avenue to Metuchen Rail Station	Edison Metuchen	2		1.60

Fare rates effective: October 1, 2015

Original Page

Operated By

No. 822 Plainfield - North Plainfield

Rate Schedule

	Municipality	Zones	1
Terrill Road at South Avenue to North Plainfield Shopping Center	Plainfield North Plainfield	1	1.60

Fare rates effective: October 1, 2015

Issued: October 1, 2015 **Exact Fare**

NEW JERSEY TRANSIT REQUEST FOR PROPOSAL NO. 21-030

MIDDLESEX COUNTY LOCAL BUS SERVICE

EXHIBIT G

GARAGE DESCRIPTION

801	Metro Park Loop
802	Metro Park Loop
803	Metro Park Loop
804	Metro Park Loop
805	Metro Park Loop
810	New Brunswick / Woodbridge Center
811	New Brunswick / South River
813	Perth Amboy / Middlesex County College
814	North Brunswick / New Brunswick / Middlesex County College
815	New Brunswick / East Brunswick / Woodbridge Center
817	Perth Amboy / Campbell's Junction
818	New Brunswick / East Brunswick / Old Bridge
819	Piscataway / Plainfield / Metuchen / South Plainfield
822	North Plainfield / Plainfield

To be completed with the operator's information upon award of contract:

Will include:

- Mailing Address of Operating / Dispatching Facility
- Physical Address of Operating / Dispatching Facility (if different than mailing address)
- Mailing Address of Maintenance Facility
- Physical Address of Maintenance Facility (if different than mailing address)
- Description of both facilities
- If vehicle maintenance is being performed by a second party, the information related to that vendor.

NEW JERSEY TRANSIT REQUEST FOR PROPOSAL NO. 21-030

MIDDLESEX COUNTY LOCAL BUS SERVICE

EXHIBIT H

SUPPLEMENTAL REPORTING REQUIREMENTS

801	Metro Park Loop
802	Metro Park Loop
803	Metro Park Loop
804	Metro Park Loop
805	Metro Park Loop
810	New Brunswick / Woodbridge Center
811	New Brunswick / South River
813	Perth Amboy / Middlesex County College
814	North Brunswick / New Brunswick / Middlesex County College
815	New Brunswick / East Brunswick / Woodbridge Center
817	Perth Amboy / Campbell's Junction
818	New Brunswick / East Brunswick / Old Bridge
819	Piscataway / Plainfield / Metuchen / South Plainfield
822	North Plainfield / Plainfield

EXHIBIT H

MIDDLESSEX COUNTY LOCAL BUS SERVICE

SUPPLEMENTAL REPORTING REQUIREMENTS

In addition to the reporting requirements specified within this proposal, the following information will be supplied by the Carrier to NJ TRANSIT's Department of Private Carrier Affairs:

- Daily Report of Operations
- Monthly Report of Operations
- Contractor's Monthly DBE Reports (forms to be provided)
    - Form E – Prime Contractor's Monthly DBE Payment Report
    - Form E-1 – DBE Prime Contractor's Monthly Payments
    - Form E-2 – DBE Subcontractor Monthly Payment Report

In addition to the reports required above, the following reports should be completed and forwarded to NJ TRANSIT's Department of Private Carrier Affairs, not later than thirty (30) calendar days after each NJ TRANSIT fiscal year end (June 30).

- NJT408A Revenue Vehicle Inventory Form (Detail)
- Chief Executive (CEO) Officer Certification
- Auditor Statement

EXHIBIT H

DAILY REPORT OF OPERATIONS

COMPANY NAME:_____ DATE:_____

WEATHER:_____ DAY:_____

SPECIAL EVENTS:_____

SERVICE INTERRUPTIONS

Time	Run Number	Bus Number	Describe Cause Of Interruption / Delay	# Passengers Delayed	Minutes Delayed	Trips Missed	Action Taken
TOTAL	0			0	0	0	

Number of Mechanical Incidents _____
Number of Non-Mechanical Incidents _____
Number of On-Board Equipment Incidents _____
Number of Operator Incidents _____
Number of Customer Complaints _____
Number of Authorized Manual Log-Ins _____

Buses	AM	PM	Comments	Operator Status	Full Time	Part Time
Scheduled						
Operated						
Shopped						
Spares						
Available						

EXHIBIT H

COMPANY NAME:_____ MONTH ENDED:_____

MONTHLY REPORT OF OPERATIONS

MISSED TRIP RECAP

DATE	ROUTE	RUN NO	BUS NO.	NUMBER OF TRIPS	CONTRACT HOURS MISSED	CONTRACT MILES MISSED	CAUSE

Missed due to Equipment Malfunction			
Missed due to Manpower Issues			
Missed due to other reasons			
Grand Total			

Service Statistics

	SCHEDULED	OPERATED	VARIANCE	COMMENTS
Contract Hours				
Contract Miles				
TOTAL				

EXHIBIT H

COMPANY NAME:_____ MONTH ENDED:_____

MONTHLY REPORT OF OPERATIONS

ACCIDENT REPORT

DATE	ROUTE OF ACCIDENT	BUS NO.	INS. CLAIM FILED YES / NO	ESTIMATED DAMAGE $$	COMMENTS

PREVENTIVE MAINTENANCE PROGRAM

NUMBER OF BUSES COMPLETED THIS MONTH _____ BUS NUMBERS _____

NUMBER OF BUSES OVERDUE FOR PM _____ BUS NOS. AND MILES OVERDUE _____

Mandatory Form Submit Monthly

PRIME CONTRACTOR Monthly DBE Payment Report - Form E

Name of Project: _____ NJT Contract #: _____

Prime Original Contract Value: _____ Report for the Month of: _____

Change Orders (Overall Inc/Dec.): _____ Notice to Proceed Date: _____

Total Contract Amount to Date: _____ NJT Project Mgr Name: _____

Total Payments Received from NJT Date: _____ Assigned DBE Goal %: _____

Name of DBE Subcontractor	Work Task Performed	Original Contract Amount $	Change Order Amount $ (+/-)	Amount of Invoice Received this Month ($)	Date of Invoice Received in this Month	Payment(s) Made to DBE in this Month in $$ (Itemize)	Date(s) Payment Made This Month	Total DBE Payments made to Date in ($)	% Overall Work Finished	Final Pmt (Y/N)
		$	$	$		$		$		

Itemize payments/invoices and dates if paid/received more than one payment/invoice between the 1st and 31st of THIS Month.

Prime Contractor Information:

Prime Firm Name: _____ Project Director Name: _____

Address: _____ Project Director Signature: _____

Telephone #: _____ Date: _____ Federal TIN #: _____

Prime's Past Due Invoice Information: List any invoice more than 40 days past due from the date **submitted** to NJT at the time you complete this form.

Invoice #	Invoice Date	Invoice Amount ($)	Number of Days Past Due	Comments:

This form is not to be altered in any way.

For assistance completing this form, call 973-491-7977,7539,8061,8614,7530,8941

Mandatory Form Submit Monthly

Form E - Prime Contractor's DBE Payment Certification

1. Have **all** DBE subcontractors with executed subcontracts been paid amounts due from previous progress payments?

☐ **If yes, skip the next section and go to number 3.**

☐ **If no**, please complete fields in box below: (Use additional paper, if needed)

DBE SubContractor Name	Amount Withheld From Invoice ($)	Total of Invoice Amount ($)	Invoice Number	Invoice Date	Specific Reason for Withholding

2. Have you notified the DBE subcontractor(s) that you are withholding payment and the reason(s) why?

☐ **If yes**, provide a copy of written notification to the DBE subcontractor with this form, indicating the date of notification.

☐ **If no**, lack of prior written notification to the DBE(s) that you are withholding payment violates the prompt payment clause guidelines. **Please contact the DBE immediately, and submit a copy of written notification to the subcontractor with this form.**

☐ **If Not Applicable, check this box.**

3. By signing this form, I certify that all of the above represent true and accurate information.

Note: CFO or equivalent Sr. Manager must complete and sign off on this form.

PROJECT DIRECTOR NAME (PRINT) _____ PROJECT DIRECTOR (SIGNATURE) _____ ____/____/____ DATE

Additional Reasons/Comments for Withholding Payment:

DO NOT WRITE BELOW. DEPARTMENTAL USE ONLY.

☐ Approved

☐ Denied

THIS FORM IS DUE ON THE 7TH OF EACH MONTH Please forward to:
NJ TRANSIT
Office of Business Development
One Penn Plaza East, 6th Fl
Newark, New Jersey 07105-2246

This form is not to be altered in any way.

For assistance completing this form, call 973-491-7977,7539,8061,8614,7530,8941

MANDATORY FORM – SUBMIT MONTHLY & COMPLETE ENTIRELY

Form E-1 (Fed)

DBE PRIME CONTRACTOR'S MONTHLY PAYMENTS FROM NJ TRANSIT
INFORMATION ON CONTRACT

DATE CONTRACT EXECUTED: _____ CONTRACT NUMBER: _____ REPORT FOR THE MONTH OF: _____ YEAR_____

ORIGINAL CONTRACT AMOUNT: _____ _____ FED TAX ID #: _____

CHANGE ORDERS (OVERALL INC/DEC.): _____ PURCHASE ORDER #: _____

TOTAL CONTRACT AMOUNT TO DATE: _____ NAME OF PROJECT:_____

Original Contract Value	Change Order Amount +/-	Date of Change Order	New Contract Value	Payments Received This Month	Total Payments Received to Date	% Work Completed To Date	Final Pmt Y/N
TOTALS:							

PRIME INVOICE 30 DAYS PAST DUE FROM NJT:

Invoice Date **Reference #** **No. Days Past Due Amount**

_____

_____

NJ TRANSIT

Project Manager (Name): _____

Telephone #: _____

FORM IS DUE ON THE 7TH OF EACH MONTH.
PLEASE FORWARD TO:
NJ TRANSIT
Office of Business Development
One Penn Plaza East – 6th Flr
Newark, New Jersey 07105-2246

PRIME CONTRACTOR INFORMATION

Firm Name: _____

Compliance Officer (Name): _____

Date: _____ Telephone #: _____

THIS FORM IS NOT TO BE ALTERED OR CHANGED IN ANY WAY.

MANDATORY FORM. COMPLETE & SUBMIT BY DBE ONLY.

DBE SUBCONTRACTOR Monthly Payment Report - Form E2

Fed Form E2

Name of DBE Firm: _____

DBE's FEIN#: _____

DBE Address: _____

DBE Telephone #: _____

Report for the Month of: _____

Contract Number: _____

Contract Name: _____

DBE Contract Start Date: _____

Prime Contractor's Information:

Name of Prime: _____ Address: _____ Telephone #: _____

DBE PAYMENT INFO: ***Itemize payments/invoices and dates if received/submitted more than one payment/invoice between the 1st and 31st of THIS Month.***

Work Task Performed	Original Subcontract Amount $	Change Order Amount (+/-)	Invoice #(s) Submitted in this month	Dollar Amount of Each Invoice Submitted in this Month	Date of Invoice(s) Submitted this Month	Total Payments Received by DBE In this Month * ($)	Date Payment(s) Received in this Month	Total Payments Received by DBE To Date ($)	Total % Work To Date	Final Payment? Y or N
TOTALS →	$	$	TOTALS→	$	TOTALS→	$	TOTALS→	$		

Is retainage held on your subcontract? **Yes** *or* **No** (circle one) If yes, how much? $_____. Did your final payment include retainage? **Yes** or **No** (circle one)

Past Due Invoice(s) Information: List any invoice more than 40 days past due from date submitted to prime at the time you complete this form.

Invoice #	Invoice Date	Invoice Amount ($)	Number of Days Past Due	Comments: use additional paper if necessary

Note: CFO or equivalent Sr. Manager must complete and sign off on this form.

Name: _____ Signature: _____ Title: _____ Date: _____

THIS FORM IS DUE ON THE 7TH OF EACH MONTH IMMEDIATELY FOLLOWING DBE's SUBCONTRACT START DATE, EVEN IF PAYMENT NOT RECEIVED.

Please mail this form to:
NJ TRANSIT, Office of Business Development, One Penn Plaza East, 6th Fl, Newark, New Jersey 07105-2246

Do not alter this form in any way.

If you need assistance completing this form please call 973-491-7977,7539,8061,8614,7530,8941.

Rev Fed Form E2 – Sept 2010
Updated 3.30.18

NEW JERSEY TRANSIT REQUEST FOR PROPOSAL NO. 21-030

MIDDLESEX COUNTY LOCAL BUS SERVICE

EXHIBIT I

OPERATOR REQUIREMENTS

801	Metro Park Loop
802	Metro Park Loop
803	Metro Park Loop
804	Metro Park Loop
805	Metro Park Loop
810	New Brunswick / Woodbridge Center
811	New Brunswick / South River
813	Perth Amboy / Middlesex County College
814	North Brunswick / New Brunswick / Middlesex County College
815	New Brunswick / East Brunswick / Woodbridge Center
817	Perth Amboy / Campbell's Junction
818	New Brunswick / East Brunswick / Old Bridge
819	Piscataway / Plainfield / Metuchen / South Plainfield
822	North Plainfield / Plainfield

EXHIBIT I

OPERATOR REQUIREMENTS

Prior to the Carrier's hiring, training, or utilizing any employee in revenue service, the Carrier will ensure that all revenue vehicle operators have met the following minimum requirements.

A. OPERATOR REQUIREMENTS

The operators' requirements set forth herein establish the minimum requirements for any new hire of the Carrier to the position of revenue vehicle operator and for any existing employee of the Carrier transferring to the position of revenue vehicle operator.

1. Pre-employment substance/drug screening will be required by the Carrier of all employees in safety-related positions. Such testing, at a minimum level, will include a "substance abuse screen IV" level test at a facility approved by NJ TRANSIT. Any positive test resulting from this screen will cause the applicant to be rejected by the Carrier.

2. The Carrier will also have in force a substance abuse policy and guidelines which comply with FTA regulations for substance abuse testing.

3. Each revenue vehicle operator of the Carrier engaged in the provision of revenue service shall possess a valid Commercial Drivers License, with both a large bus endorsement and passenger endorsement. In New Jersey, a Class B license with a passenger endorsement (B-P2) is required.

4. Each revenue vehicle operator of the Carrier engaged in the provision of revenue service shall complete Carrier provided training on the operation of all ADA related systems of the vehicle he/she will be operating (i.e., Wheelchair Lift System, Kneeling System, Wheelchair Securement System, Public Address System, etc.) prior to operating the vehicle in revenue service. The Carrier will also provide training on any system changes for additional equipment the driver may operate while providing service under this agreement.

5. All drivers utilized by the Carrier in the operation of this service must be capable of speaking, reading, writing and understanding the English language. If a driver is found to be incapable of speaking, reading, writing and understanding the English language, NJ TRANSIT may require that the driver be removed from providing service on the contracted routes.

NEW JERSEY TRANSIT REQUEST FOR PROPOSAL NO. 21-030

MIDDLESEX COUNTY LOCAL BUS SERVICE

EXHIBIT J

MAINTENANCE STANDARDS AND REQUIREMENTS

801	Metro Park Loop
802	Metro Park Loop
803	Metro Park Loop
804	Metro Park Loop
805	Metro Park Loop
810	New Brunswick / Woodbridge Center
811	New Brunswick / South River
813	Perth Amboy / Middlesex County College
814	North Brunswick / New Brunswick / Middlesex County College
815	New Brunswick / East Brunswick / Woodbridge Center
817	Perth Amboy / Campbell's Junction
818	New Brunswick / East Brunswick / Old Bridge
819	Piscataway / Plainfield / Metuchen / South Plainfield
822	North Plainfield / Plainfield

EXHIBIT J

MAINTENANCE STANDARDS AND REQUIREMENTS

A. General Standards

All leased or subleased equipment operated pursuant to this Agreement will be maintained both mechanically and physically by the Carrier in accordance with NJ TRANSIT standards. Failure to adhere to these standards may be cause for: (i) default, if for non-NJ TRANSIT owned equipment, or (ii) termination of this Agreement for NJ TRANSIT owned equipment, in accordance with the provisions of Subpart B, Section 13 of the Agreement.

B. General Maintenance Requirements

At all times, the Carrier will cause all components of each vehicle (both revenue and non-revenue), including its body, frame furnishings, mechanical, electrical, hydraulic, wheelchair lift, air conditioning, emissions control systems, ancillary equipment, or other operating systems or components to be maintained in proper working condition free from damage and malfunction. The Carrier will cause any significant vehicle damage incurred in any accident or otherwise to be repaired immediately when it is determined such damage impairs the proper and safe mechanical operation of the bus. All other damage will be repaired in a reasonable time. In no event, will NJ TRANSIT be required to repair, replace or maintain any vehicle. The Carrier, at its sole cost and expense, will maintain stores of and provide fuel, lubricants, repairs, filters, fluids, parts and supplies required for routine maintenance and unscheduled service/maintenance and operation of all vehicles issued by NJ TRANSIT utilized in providing bus services associated with this agreement.

The Carrier is hereby required to obtain at all times during the life of this agreement original equipment manufacturer (OEM) parts and supplies from a source(s) approved by NJ TRANSIT. The Carrier upon its written request to NJ TRANSIT, will be supplied with such an OEM source list. No variance from the OEM replacement part requirement will be permitted unless a written request is submitted by the Carrier to NJ TRANSIT with all relevant documentation and written approval provided by NJ TRANSIT.

As a result of the required vehicle repairs, the Carrier will ensure that all the reassembly tasks are performed in such a manner that the vehicle remains in the OEM configuration. This includes, but is not limited to, wiring configurations and clamping, power train components, and body assembly. No variation or vehicle system modifications will be allowed without the prior written authorization of NJ TRANSIT.

The Carrier will notify NJ TRANSIT each time an accident, an incident where any property is damaged in any way, or any injury is reported by any person, occurs involving an NJ TRANSIT owned or leased vehicle which results in damage to the vehicle. The Carrier will cause repairs to be made to any damaged NJ TRANSIT owned or leased vehicle prior to its return to service. **At no time will a damaged NJ TRANSIT vehicle be placed in service without express, written approval of NJ TRANSIT.** All repairs made relative to vehicle damage will be performed by component repair facilities which are capable of repairing these type vehicles back to their original configuration, appearance and structural integrity. Failure to comply with this provision will result in NJ TRANSIT having all required vehicle repairs performed by a company expressly designated by NJ TRANSIT and subsequently leading to NJ TRANSIT invoicing the Carrier for the costs of the repairs. This cost will be deducted from any current monies owed the Carrier. Alternatively, NJ TRANSIT, at its sole discretion, may terminate this Agreement as provided for elsewhere in the Agreement.

Cleanliness of Vehicles:

The Carrier will submit to NJ TRANSIT a vehicle cleaning schedule and sample inspection form. The schedule and inspection form will show what operations are performed on a daily, weekly and monthly basis. The Carrier will cause each vehicle to be maintained in a clean condition throughout, both interior and exterior, at all times. The Carrier will inspect the cleanliness of each vehicle prior to the commencement of each day of service and will take all actions necessary in order to cause such vehicle to be free from dirt, trash and debris prior to the commencement of each such day. The exterior of each vehicle will be kept clean from road dust, mud and grime and will be washed a minimum of two (2) times during each week of service on non-consecutive days and within twenty-four 24 hours after each rainfall or any other condition affecting vehicle exterior cleanliness. The interior of each vehicle will be cleaned by the Carrier, including washing the vehicle's windows and cleaning the floors prior to the commencement of each service day. The interior will be maintained free from roaches and other vermin at all times. The Carrier is expressly prohibited from using any vermin control product, or application procedure for such product, that would be hazardous to the health and well-being of the passengers and the driver of such vehicle. The interior passenger compartment of each vehicle will be maintained free of noxious odors from cleaning products, vermin control products and exhaust fumes emitted by the engine of such vehicle. Any vehicle found by NJ TRANSIT, or its designated appointee, to not be in compliance with these cleaning provisions will be removed from service without limiting the Carrier's service obligations. Once all required actions have been completed to correct any deficiencies found within this provision, NJ TRANSIT must inspect and approve all actions taken prior to the vehicle being eligible for use in scheduled service.

Vehicle Fuel:
The Carrier will use and provide fuel grades which ensure proper function of all vehicle emissions equipment, minimize smoke, and comply with all State and Federal Regulations concerning emission control. The type and grade of fuel used will comply with the vehicle manufacturer's recommended guidelines.

The Carrier will utilize "Ultra Low Sulphur Diesel" fuel for all diesel operated buses used for the services under this agreement.

Americans with Disabilities Act Compliance:
The Carrier will ensure that all NJ TRANSIT-provided vehicles are in full compliance with the Americans with Disabilities Act specific to vehicle systems. The Carrier will ensure that all vehicles equipped with wheelchair lifts, kneelers, internal/external public address systems, stop request systems, wheelchair restraint systems, passenger flip seats, and all related signage and safety systems are properly maintained in accordance with the O.E.M. recommendations and are fully functional during all contracted service operation. Failure of the Carrier to maintain such equipment in operable, reliable and safe condition will permit NJ TRANSIT to have the equipment repaired at the expense of the Carrier.

C. Preventive Maintenance Programs:
The Carrier will submit to NJ TRANSIT, a complete and comprehensive preventive maintenance program relative to the vehicle(s) issued by NJ TRANSIT, for review and approval by NJ TRANSIT.

The preventive maintenance program submitted by the Carrier for the NJ TRANSIT issued vehicles will meet or exceed NJ TRANSIT's and the manufacturer's recommended or specified guidelines including all ancillary items installed on the vehicle. When two (2) service categories are provided by the manufacturer such as "normal service" and "severe service," the severe service category guidelines will be used in establishing the Preventive Maintenance program by the Carrier. **The Carrier's Preventive Maintenance program shall include "oil changes at intervals of 6000 miles".**

All repair work must be performed by maintenance personnel who have demonstrated experience and skills in the work to be performed. The Carrier's maintenance personnel will have knowledge of engines, transmissions, diagnostic procedures, electrical systems, and related mechanical parts, methods, and procedures used in servicing mechanical equipment for transit buses, over the road buses and vans, chassis and bodies.

Vehicle Filters and Lubricants:
As part of the preventive maintenance program, the Carrier will submit a listing by brand name and part number of all filters, fluids and lubricants which will be

used in maintaining the NJ TRANSIT issued vehicles to NJ TRANSIT for review and approval.

Engine Oil Analysis:
The Carrier will establish and sustain an engine oil analysis program for the vehicles issued by NJ TRANSIT. Engine oil samples will be taken by the Carrier for analysis, **prior to every other (alternating)** oil change interval. The Carrier will utilize a laboratory which is fully capable of conducting such analysis in compliance with the scope of work detailed in **Attachment 1**. Results of each analysis will be appropriately addressed by the Carrier when warranted and all analysis reports will be retained in the vehicle maintenance file and NJ TRANSIT will have immediate access to each and every report upon request from NJ TRANSIT to inspect such records.

Preventive Maintenance of Air Conditioning System:
The Carrier will provide a separate preventive maintenance program for the vehicle air-conditioning system that meets or exceeds the manufacturer's recommended or specified preventive maintenance program. This preventive maintenance program will be submitted within the same time frame as the vehicle preventive maintenance program of this section and will require NJ TRANSIT's final approval.

D. Required Maintenance Documentation:
The Carrier will be responsible for maintaining a vehicle file, by vehicle number, documenting all vehicle maintenance to include preventive scheduled maintenance and inspections, parts usage, unscheduled maintenance, fuel and oil usage, warranty work and labor expended on each vehicle by date of action. The Carrier is responsible for keeping the vehicle file current throughout the term of the contract and will remit complete copies of all vehicle files to NJ TRANSIT at the end of the contract. Complete copies of all work orders must be maintained as a permanent part of the vehicle maintenance file.

NJ TRANSIT will have immediate access to all vehicle maintenance records during planned or unannounced visits or inspections of the Carrier's facility(s) for the duration of the contract.

Vehicle Defect Reports:
The Carrier will be responsible for ensuring that a vehicle defect report is completed daily, by the vehicle operator for each vehicle operated, and filed chronologically by vehicle number. **All noted defects affecting the safe operation of the vehicle must be repaired at the Carrier's cost prior to the vehicle's return to service**. Such corrective repairs will be approved, by a qualified supervisory employee of the Carrier authorized and trained to inspect repairs. A sample of these reports will be submitted to NJ TRANSIT within seven (7) days after receipt of the first NJ TRANSIT issued vehicle for review and approval. The vehicle defect reports will be kept on file for the duration of the

contract term, and copies of all defect reports will be submitted to NJ TRANSIT upon completion of the contract.

Vehicle Mileage Reports:
The Carrier will compile and maintain records of all vehicle mileage data for services rendered and operated pursuant to this contract and will submit a written report of such vehicle mileage in accordance with any specific request, interval, policy or procedure which NJ TRANSIT may adopt.

Fuel Usage Reports:
The Carrier hereby agrees to submit such documentation and information of fuel usage as NJ TRANSIT may require, including, for example, copies of delivery receipts, charge slips, fuel supplier or vendor names and addresses, vehicular mileage figures and test results confirming the quality of fuel being utilized are equal to that required by this contract.

Warranty Claims:
The Carrier will be required to process all warranty claims for NJ TRANSIT issued vehicles through the vehicle/systems manufacturer's warranty department and is responsible for collection of any monies, extended warranties, or credits as a result, for the length of time the warranty is in effect. The vehicle(s) may be subject to the manufacturer's warranties, which accompany the vehicle(s). A complete list of all vehicles issued to the Carrier will be provided to the Carrier at the time of contract award to assist in the filing of claims. This list will include the following information for each vendor: unit number, year, make and model, body type and vehicle identification number.

Vehicle Manuals:
The Carrier will be issued all relative maintenance/warranty information which is received with the vehicle, including manuals, books procedural guidelines, etc. At the conclusion of the agreement, the Carrier will return to NJ TRANSITS all manuals, books, procedural guidelines, etc., which were received from NJ TRANSIT in the same condition as received from NJ TRANSIT.

E. Operations and Maintenance Facilities:
The Carrier will provide adequate facility(s) for the support of the operation and maintenance of all NJ TRANSIT-issued vehicles. This facility(s) will include, but not be limited to, inside garage maintenance area (including a vehicle bay with hydraulic lifts or a pit), parts storage area, fuel storage, revenue vehicle cleaning and servicing area, administrative offices, vehicle parking area and a driver report area.

The Carrier will provide adequate space for storage of all NJ TRANSIT issued vehicles and such space will be adequately enclosed/fenced and secured to prevent vandalism.

The maintenance area will be fully equipped with all equipment required to maintain the vehicles being operated in accordance with NJ TRANSIT's specifications, manufacturer warranties and preventive maintenance programs. The Carrier will be responsible for obtaining and complying with all required building, occupancy or other governmental permits or codes.

F. **Inspections and Audit**:

NJ TRANSIT inspectors and NJ TRANSIT's designated agents and representatives will, upon presentation of valid identification, have the unimpeded right to enter upon the Carrier's premises, and to enter and travel upon, or inspect any and all equipment utilized in providing the Contracted Service, for the purpose of conducting inspections to determine whether the Carrier is in compliance with the terms of this Agreement. NJ TRANSIT will make a reasonable effort not to unduly interfere with the operations or maintenance schedules of the Carrier. NJ TRANSIT inspectors will, however, be allowed on the premises of the Carrier without the necessity of written permission, but they will not enter onto the premises of the Carrier without first identifying to the Carrier their status as NJ TRANSIT employees, agents, or representatives, and after confirming that they are in no way acting for or on behalf of the Carrier. All inspections will begin promptly upon presentation of each unit of equipment and will be carried through to completion as expeditiously as feasible.

Maintenance Inspections:

The Carrier will provide and maintain a maintenance inspection system acceptable to NJ TRANSIT covering the services under this Contract. Complete records of all inspection work performed by the Carrier will be maintained and made available to NJ TRANSIT during contract performance and in the duration of the Contract. All records will be kept by the Carrier for no less than twenty-four (24) months after the Contract has lapsed or been terminated, and NJ TRANSIT will have unimpeded access to such records.

NJ TRANSIT has the right to inspect and test all repair work required by the Agreement, to the extent practicable, at all times and places during the term of the Contract. NJ TRANSIT will perform inspections and tests in a manner that will not unduly delay the work.

If any of the necessary repair work does not conform with Contract requirements, NJ TRANSIT may require the Carrier to perform the repair work again in conformity with Contract requirements, at the Carrier's expense. When the defects in services cannot be corrected, NJ TRANSIT may (1) require the Carrier to take necessary action to ensure that future performance conforms to Contract requirements and (2) reduce the Contract price to reflect the reduced value of the services performed or to recover any liquidated damages stemming from such nonconformity.

If the Carrier fails promptly to perform the necessary repair work again or take the necessary action to ensure future performance in conformity with Contract requirements, NJ TRANSIT may (1) perform the necessary repair work, or have an authorized outside vendor perform the repair work, and charge to the Carrier any cost incurred by NJ TRANSIT that is directly related to the performance of such repairs; or (2) terminate the Contract for default.

Quality Assurance Inspections and Audits:
NJ TRANSIT or its representative will be entitled, at all times, to conduct inspection of any vehicle in order to determine compliance with the provisions hereof. NJ TRANSIT will establish with each Carrier a schedule for the inspection of vehicles to ensure compliance. Carrier will, upon request by NJ TRANSIT and at NJ TRANSIT's sole discretion, immediately remove from operation any vehicle which is determined by NJ TRANSIT to not be in compliance herewith and will repair, clean or take any other actions reasonably requested by NJ TRANSIT in order to cause such vehicles to be in compliance herewith. Nothing in this provision or in any inspection or approval by NJ TRANSIT of any vehicle will relieve Carrier of its obligation to maintain and operate each bus in strict compliance with the provisions hereof. Any deficiencies found during the course of inspection will require repair and written acknowledgment by the Carrier that all repairs have been properly completed. As a result of non-compliance with these specifications, NJ TRANSIT reserves the right to remove from service any vehicle which is not maintained in accordance with the stated guidelines.

State Inspections:
The Carrier will be responsible for payment of all fees in connection with the inspection of all NJ TRANSIT issued vehicles by any and all government authorities/agencies during the life of the Contract. The Carrier will also be responsible for the cost associated with the repair of all NJ TRANSIT issued vehicles which may result from inspection by any governmental authority/agency.

G. Return of Equipment at Conclusion of Contract:
Upon completion of the contract, the Carrier will, at its own expense, be responsible for the delivery of all NJ TRANSIT vehicles back to NJ TRANSIT or to the garage location of the Carrier awarded the subsequent contract for performance of this same service. All vehicles will be returned in the condition in which those vehicles were received (excluding normal wear and tear) including, but not limited to, body condition, system condition and function, all ancillary equipment (intact and functional) and overall vehicle operation and performance. NJ TRANSIT's Quality Assurance Division will conduct individual inspections on each vehicle upon its return and will require the Carrier to make any necessary repairs to ensure compliance. Upon compliance, NJ TRANSIT will in accordance with the terms of this agreement, release the retainage monies previously withheld from the monthly contractual payments.

Attachment 1

USED ENGINE OIL ANALYSIS
SCOPE OF WORK

An individual oil analysis record will be kept by the Carrier for each revenue vehicle for control purposes. Each record will list all physical property test results, spectrometric determinations, pertinent data, specific maintenance recommendations and maintenance feedback information. All data will be tracked by the date sampled as provided on the label by the Carrier.

1. **Physical Property Test.** A series of related tests will be run to determine the classification, contamination and degradation of a lubricant, as well as operating conditions of an engine.

    a. **Fuel Dilution.** The method used for a quantitative measurement will be by Gas Chromatograph. The results are to be reported to the nearest 0.5% volume. Different standards must be used for gasoline and diesel fuel.

    b. **Total Solids.** Total solids, using modified ASTM-D-91, to be measured in % volume. The total amount of solids, contamination, both suspended and non-suspended, present in the lubricant. This test is indicative of fuel mixture problems (unit running too rich or too lean), if the oil filter has reached the saturation point and is no longer able to remove contamination from the system, and if the air intake system is functioning properly and allowing enough into the unit for a complete burn to take place.

    c. **Water.** Any water present in almost every oil system is abnormal. The water test, when run in conjunction with other related tests, is indicative of emulsification of the lubricant, an outside source of contamination of the lubricant, a serious coolant leak, or condensation. Water is to be measured down to less than 0.05% and recorded in % volume.

    d. **Viscosity.** Viscosity is the flow rate of a lubricant at a given temperature in relation to time. This test is indicative of lubricant classification (by grade), oxidation and contamination. Viscosity will be determined by Kinematic method (ASTM D-445), at 100 degrees F and/or 210 degrees F as requested, and reported in Saybolt Universal Seconds (SUS).

    e. **Neutralization Number.** A number expressed in milligrams of a re-agent required to neutralize on gram of lubricant. The neutralization number will be reported as total base number (TBN). The TBN is a measurement of the reserve alkalinity remaining in the lubricant. Method to be used, ether ASTM-D-664 or aqueous solution modification ASTM-D-664.

2. **Spectrochemical Analysis.** A method of determining the metallurgic content of a lubricating oil, measured in parts per million by weight. The following nineteen (19) elements will be identified qualitatively and measured quantitatively in PPM with an accuracy and precision determined and controlled by the use of Conostan Standards as used and specified by D.O.D. oil laboratories.

   The nineteen (19) metallic elements are:

   (8) Eight wear elements (Iron, Lead, Copper, Chromium, Aluminum, Nickel, Silver, Tin)

   (1) Dirt and abrasive (Silicon)

   (2) Coolant additives (Boron, Sodium)

   (5) Oil additives (Phosphorus, Zinc, Calcium, Barium, Magnesium)

   (3) Titanium, Molybdenum, Cadmium

NEW JERSEY TRANSIT REQUEST FOR PROPOSAL NO. 21-030

MIDDLESEX COUNTY LOCAL BUS SERVICE

EXHIBIT K

REVENUE COLLECTION & PROCESSING

801	Metro Park Loop
802	Metro Park Loop
803	Metro Park Loop
804	Metro Park Loop
805	Metro Park Loop
810	New Brunswick / Woodbridge Center
811	New Brunswick / South River
813	Perth Amboy / Middlesex County College
814	North Brunswick / New Brunswick / Middlesex County College
815	New Brunswick / East Brunswick / Woodbridge Center
817	Perth Amboy / Campbell's Junction
818	New Brunswick / East Brunswick / Old Bridge
819	Piscataway / Plainfield / Metuchen / South Plainfield
822	North Plainfield / Plainfield

EXHIBIT K

REVENUE COLLECTION & PROCESSING

Bus Revenue Collection Equipment

NJ TRANSIT shall provide the Carrier with Cubic Western electronic fare boxes, cash boxes and Parkeon Wayfarer TGX 150 Registers. Cubic fare boxes and Wayfarer registers will be installed on all buses supplied to the Carrier This drop style fare box will accept coins (1¢, 5¢, 10¢, 25¢, 50¢ and dollar coins), one dollar and five-dollar bills. Fares are registered with a combination of keys on the fare register and all revenue collected and counted is recorded by operator and bus. Revenue Counts will be maintained in resettable and non-resettable system registers. The re-settable system registers are returned to Zero each time the bus cashbox is removed, dumped and re-installed. The cashbox is securely locked inside the fare box. The cashbox lid automatically closes and locks upon removal from the fare box.

Bus Revenue Collection Equipment Maintenance

The Carrier shall maintain all such drop style fare, cash boxes in accordance with the standards of the manufacturer and NJ TRANSIT. The Carrier shall also be responsible for all costs associated with the maintenance and repair of the equipment. NJ TRANSIT may also supply the Carrier with a "Fare Collection Equipment Report" form to be used to monitor compliance with the provisions of this exhibit. The Carrier agrees, that if required, it shall submit a "Fare Collection Equipment Report" to:

Senior Director - Private Carrier Affairs
NJ TRANSIT
One Penn Plaza East
Newark, NJ 07105-2246

NJ TRANSIT has the right to inspect each unit to confirm the Carrier's proper maintenance of the revenue equipment. The Carrier shall, subject to delays encountered in the receipt of materials or parts from suppliers, correct promptly any unsatisfactory items upon written notification by NJ TRANSIT.

Bus Revenue Collection Procedures

NJ TRANSIT will provide training to the Carrier in the form of “Train the Trainer” classes, allowing the Carrier’s training staff to be properly trained so they may train their drivers accordingly. Additional training may be provided, as necessary, at the Carrier’s request. It is the responsibility of the Carrier to ensure that all drivers/operators are trained as necessary. Proper collection and registration of all fares in accordance with NJ Transit tariffs, policies and procedures is the responsibility of the Carrier. All flashes of monthly passes will be recorded on the register as a monthly pass. Passenger counts are to be reported on **EXHIBIT H**, monthly report of operations. Revenue collected for the day of operation from all routes will be removed and deposited. Cash boxes must be emptied

daily. At no time should a cash box remain un-emptied and returned to service. All vehicles used for the day's operation must be equipped with a fare box loaded with a cash box. All tickets/transfers collected will be punched and accumulated by each operator. At the end of the operator's piece of work, the tickets/transfers will be counted and sealed in a ticket envelope. The count will be recorded on the outside of the envelope and will be collected by garage personnel and mailed daily to:

Manager - Revenue Accounting
NJ TRANSIT
180 Boyden Ave. Room 134
Maplewood, NJ 07040

Garage Revenue Collection Equipment

At the discretion of NJ TRANSIT, garage "fixed" revenue collection equipment will be installed at each physical location that processes revenue collected as a result of this Proposal. At each required location, at least one receiver unit will be installed on or near the service island. The receiver unit is used to transfer revenues from the bus cash box to the mobile safe. A quantity of mobile safes will be supplied based on expected revenue and required bank turnaround time. NJ TRANSIT will supply training for all service island personnel employed at the time of contract award. This training will include vaulting procedures on the bus and at the receiver unit for service men and garage foreman. It is the responsibility of the Carrier to ensure that all buses used on contract service for the day are properly vaulted in accordance with NJTRANSIT policies and procedures and the revenue successfully transferred to a secured mobile safe through the use of the receiver unit.

Garage Data Collection Equipment

The Carrier will be supplied with a Garage Computer System (GCS), data processing software, Garage Data Computer (GDC) and all necessary hardware and software required for operate at the installed location(s). The Vault Puller RDM is used to unlock the cash box access door. Once this access door is unlocked, the cash box can be removed and processed through the receiver unit. Training for all facets of the process will be supplied. It is the responsibility of the Carrier to ensure that all data is retrieved and processed through the GCS and GDC. After all data has been transferred, any action necessary to close out the day's work and process the data at the location is the responsibility of the Carrier. The time that such processing occurs will be determined before contract award based on the Carrier's operation.

Data Retrieval

The Carrier will provide a dedicated telephone line, meeting NJ TRANSIT's specifications, for daily polling by NJ TRANSIT. NJ TRANSIT will be responsible for polling the GCS daily for the purpose of retrieving the statistical and financial data for full system audit. Such polling will be at a time specified by NJ TRANSIT based on the processing of the daily data. Should such polling fail or for some reason not be operational, the Carrier will be required to process the daily data and copy all files to a floppy disk as provided for in the system design. The disk shall be mailed daily to:

Manager - Revenue Collection and Control
NJ TRANSIT
180 Boyden Ave. Room 133A
Maplewood, NJ 07040

Counting and Banking

Based on the date presented by the GCS, the Carrier will be responsible for removing mobile safes from the receiver unit and compiling the proper paperwork (bank deposit slips, armored car manifests, etc.) and preparing the mobile safe for transportation to the bank. NJ TRANSIT will ensure armored car pick-up at a frequency commensurate with the levels of revenue generated by the service. All armored car service and bank relationships will be the responsibility of NJ TRANSIT.

Revenue Auditing

NJ TRANSIT will be responsible for auditing all revenue. It is necessary for the Carrier to maintain appropriate records of operations on file to accommodate audit requirements. In the event of a banking discrepancy, the Carrier will permit unrestricted access to NJ TRANSIT auditors in an effort to resolve any and all problems.

NEW JERSEY TRANSIT REQUEST FOR PROPOSAL NO. 21-030

MIDDLESEX COUNTY LOCAL BUS SERVICE

EXHIBIT L

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

801	Metro Park Loop
802	Metro Park Loop
803	Metro Park Loop
804	Metro Park Loop
805	Metro Park Loop
810	New Brunswick / Woodbridge Center
811	New Brunswick / South River
813	Perth Amboy / Middlesex County College
814	North Brunswick / New Brunswick / Middlesex County College
815	New Brunswick / East Brunswick / Woodbridge Center
817	Perth Amboy / Campbell's Junction
818	New Brunswick / East Brunswick / Old Bridge
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822	North Plainfield / Plainfield

EXHIBIT L

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

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

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

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

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

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

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

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

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

(REVISED 4/10)

EXHIBIT L (*Cont*)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval;
Certificate of Employee Information Report; or
Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27-1.1 et seq.).

NEW JERSEY TRANSIT REQUEST FOR PROPOSAL NO. 21-030

MIDDLESEX COUNTY LOCAL BUS SERVICE

EXHIBIT M

METHOD OF CALCULATING PAYMENT TO CARRIER AND CONTRACT AMOUNTS

801	Metro Park Loop
802	Metro Park Loop
803	Metro Park Loop
804	Metro Park Loop
805	Metro Park Loop
810	New Brunswick / Woodbridge Center
811	New Brunswick / South River
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822	North Plainfield / Plainfield

Service as of September 5, 2020

EXHIBIT M
MIDDLESEX COUNTY LOCAL BUS SERVICE

I. METHOD OF CALCULATING PAYMENT TO CARRIER

Components of Payment

Payment to the Carrier by NJ TRANSIT will be based on the following three (3) components: Cost Per Contract Mile; Cost Per Contract Hour; and Cost per Days of Operation (Other Costs). Such cost components are noted below. The monthly payment will be calculated by adding items (**a**) plus (**b**) plus (**c**) and said items (**a**),(**b**) and (**c**) are to be computed as follows: (**a**) multiplying the Actual Monthly Hours times the Cost Per Contract Hour; (**b**) multiplying the Actual Monthly Miles times the Cost Per Contract Mile; and (**c**) the Actual Days of Operation times the Cost per Day of Operation (Other Costs). The three components together form the total monthly payment.

"Actual Monthly Hours" and "Actual Monthly Miles" shall be the actual scheduled hours and scheduled miles as certified to have been operated by the Carrier and then adjusted as provided for by this Agreement for Operating Motor Bus Passenger Service and for Equipment Lease for Operating Motor Bus Passenger Service. Carrier shall report all variations from the schedule with related explanations on a daily and monthly basis.

COST COMPONENTS
(based on current schedules and subject to future change)

Components	05/29/22 06/30/22	07/01/22 06/30/23	07/01/23 06/30/24	07/01/24 05/24/25	Option Period # 1 05/25/25 06/30/25	07/01/25 06/30/26	07/01/26 05/29/27
Cost Per Mile	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Cost Per Hour	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Cost Per Days of Operation	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Components	Option Period # 2 05/30/27 06/30/27	07/01/27 06/30/28	07/01/28 05/26/29				
Cost Per Mile	$0.00	$0.00	$0.00	---	---	---	---
Cost Per Hour	$0.00	$0.00	$0.00	---	---	---	---
Cost Per Days of Operation	$0.00	$0.00	$0.00	---	---	---	---

Service as of September 5, 2020

EXHIBIT M
MIDDLESEX COUNTY LOCAL BUS SERVICE

II. PROJECTED ANNUAL CONTRACT AMOUNTS (based on current schedules)

These amounts are guaranteed by NJ TRANSIT only if the Carrier fulfills its obligations in operating the complete service as specified in Exhibits A and B and also provides timely and accurate statistical reports as required by this agreement. These amounts constitute a maximum amount for which the Carrier may be entitled if it operates in accordance with the statistics below and pursuant to this Agreement.

May 29, 2022 through June 30, 2022			$0.00
Components	Rate	Statistics	Period Costs
Miles	$0.00	135,563.88	$0.00
Hours	$0.00	9,766.71	$0.00
Total Days	$0.00	33	$0.00

July 1, 2022 through June 30, 2023			$0.00
Components	Rate	Statistics	Period Costs
Miles	$0.00	1,514,943.18	$0.00
Hours	$0.00	109,108.57	$0.00
Total Days	$0.00	363	$0.00

July 1, 2023 through June 30, 2024			$0.00
Components	Rate	Statistics	Period Costs
Miles	$0.00	1,509,328.10	$0.00
Hours	$0.00	108,692.77	$0.00
Total Days	$0.00	364	$0.00

July 1, 2024 through May 24, 2025			$0.00
Components	Rate	Statistics	Period Costs
Miles	$0.00	1,360,984.12	$0.00
Hours	$0.00	98,015.09	$0.00
Total Days	$0.00	326	$0.00

INITIAL CONTRACT TOTAL: $0.00

TOTAL SCHEDULED CONTRACT MILES	4,520,819.28
TOTAL SCHEDULED CONTRACT HOURS	325,583.14
TOTAL SCHEDULED DAYS OF OPERATION	1,086
PEAK VEHICLES	32

OPTION PERIOD # 1

May 25, 2025 through June 30, 2025			$0.00
Components	Rate	Statistics	Period Costs
Miles	$0.00	149,650.58	$0.00
Hours	$0.00	10,778.14	$0.00
Total Days	$0.00	37	$0.00

July 1, 2025 through June 30, 2026			$0.00
Components	Rate	Statistics	Period Costs
Miles	$0.00	1,510,634.70	$0.00
Hours	$0.00	108,793.23	$0.00
Total Days	$0.00	363	$0.00

July 1, 2026 through May 29, 2027			$0.00
Components	Rate	Statistics	Period Costs
Miles	$0.00	1,380,782.24	$0.00
Hours	$0.00	99,446.19	$0.00
Total Days	$0.00	331	$0.00

OPTION TOTAL: $0.00

TOTAL INITIAL CONTRACT & OPTION: $0.00

	Option Period 1	**Contract to Date**
TOTAL SCHEDULED CONTRACT MILES	3,041,067.52	7,561,886.80
TOTAL SCHEDULED CONTRACT HOURS	219,017.56	544,600.70
TOTAL SCHEDULED DAYS OF OPERATION	731	1,817
PEAK VEHICLES	32	32

OPTION PERIOD # 2

May 30, 2027 through June 30, 2027			$0.00
Components	Rate	Statistics	Period Costs
Miles	$0.00	130,432.78	$0.00
Hours	$0.00	9,396.08	$0.00
Total Days	$0.00	32	$0.00

July 1, 2027 through June 30, 2028			$0.00
Components	Rate	Statistics	Period Costs
Miles	$0.00	1,519,080.68	$0.00
Hours	$0.00	109,419.61	$0.00
Total Days	$0.00	364	$0.00

July 1, 2028 through May 26, 2029			$0.00
Components	Rate	Statistics	Period Costs
Miles	$0.00	1,368,673.63	$0.00
Hours	$0.00	98,568.37	$0.00
Total Days	$0.00	329	$0.00

OPTION TOTAL: $0.00

TOTAL INITIAL CONTRACT & OPTIONS: $0.00

	Option Period 2	**Contract to Date**
TOTAL SCHEDULED CONTRACT MILES	3,018,187.09	10,580,073.89
TOTAL SCHEDULED CONTRACT HOURS	217,384.06	761,984.76
TOTAL SCHEDULED DAYS OF OPERATION	725	2,542
PEAK VEHICLES	32	32

NEW JERSEY TRANSIT REQUEST FOR PROPOSAL NO. 21-030

MIDDLESEX COUNTY LOCAL BUS SERVICE

EXHIBIT N

IMPORTANT NOTICE TO ALL CONTRACTORS AND CONSULTANTS

801	Metro Park Loop
802	Metro Park Loop
803	Metro Park Loop
804	Metro Park Loop
805	Metro Park Loop
810	New Brunswick / Woodbridge Center
811	New Brunswick / South River
813	Perth Amboy / Middlesex County College
814	North Brunswick / New Brunswick / Middlesex County College
815	New Brunswick / East Brunswick / Woodbridge Center
817	Perth Amboy / Campbell's Junction
818	New Brunswick / East Brunswick / Old Bridge
819	Piscataway / Plainfield / Metuchen / South Plainfield
822	North Plainfield / Plainfield

EXHIBIT N

IMPORTANT NOTICE
TO
ALL CONTRACTORS AND CONSULTANTS

NJ TRANSIT is an instrumentality of the State of New Jersey and its employees and officers, including members of the NJ TRANSIT Board of Directors, are public servants. NJ TRANSIT, its employees and officers are governed by a number of civil and criminal laws which control how NJ TRANSIT and its personnel do business with contractors and consultants. These provisions include the Conflicts of Interest Law, N.J.S.A. 52:13D-12 and contain unequivocal and stringent restrictions relating to gifts and gratuities.

Be advised that the law prohibits the receipt of gifts and gratuities by any NJ TRANSIT employee or officer from any person, company or entity doing business - or wanting to do business - with NJ TRANSIT. Concomitantly, NJ TRANSIT's own Code of Ethics and Code of Ethics for Vendors, prohibits NJ TRANSIT employees from accepting gifts and prohibits you, the contractors and consultants, from offering any gifts to any NJ TRANSIT employee.

The term "gift" is broadly and widely defined. It includes all things and objects, tangible or intangible, including services, gratuities, meals, entertainment, tickets to events, access to membership clubs, travel costs, and lodging. Simply put, a "gift" is any thing of value.

Do not, under any circumstance, tempt or put an NJ TRANSIT employee in the awkward position of having to refuse a gift or return a gift, no matter how well intentioned or innocuous the gift may be in your eyes.

The bright line rule for you and your staff in doing business with NJ TRANSIT is simple: Offer nothing and give nothing to any NJ TRANSIT employee or officer. It is your responsibility to circulate this Notice in your company and educate accordingly all personnel who do business with NJ TRANSIT.

NEW JERSEY TRANSIT REQUEST FOR PROPOSAL NO. 21-030

MIDDLESEX COUNTY LOCAL BUS SERVICE

APPENDIX A

AGREEMENT FOR OPERATING MOTOR BUS PASSENGER SERVICE & EQUIPMENT LEASE/SUBLEASE

AGREEMENT FOR
OPERATING MOTOR BUS PASSENGER SERVICE
AND FOR EQUIPMENT LEASE/SUBLEASE FROM
May 29, 2022 THROUGH MIDNIGHT May 24, 2025 BETWEEN

NEW JERSEY TRANSIT CORPORATION AND
_____, AND REGARDING THE OPERATION OF THE
MIDDLESEX COUNTY AREA LOCAL BUS SERVICE

This Agreement is made as of May 29, 2022, by and between the New Jersey Transit Corporation (hereinafter, "NJ TRANSIT") an instrumentality of the State of New Jersey and _____ (hereinafter, "Carrier"), a Corporation having its principal place of business at _____.

W I T N E S S E T H :

WHEREAS, NJ TRANSIT is empowered, pursuant to the New Jersey Public Transportation Act of 1979 (N.J.S.A. 27:25-1 et seq.) (the “Act”), to contract for motor bus regular route services operated by Carriers in the State of New Jersey; and

WHEREAS, NJ TRANSIT has determined that all routes set forth in **Exhibit A** are essential, and that such services would not otherwise be provided or made available without State assistance; and

WHEREAS, NJ TRANSIT deems it advisable, subject to the availability of funds, to provide such motor bus regular route services in accordance with the schedules attached as **Exhibit B;** and

WHEREAS, NJ TRANSIT has determined that the Carrier is a motor bus carrier operating regular route mass transit passenger service in New Jersey; and

WHEREAS, NJ TRANSIT has also determined that it is in the public interest to lease to the Carrier certain buses to be utilized exclusively on the routes set forth in attached **Exhibit A**.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto covenant and agree with each other as follows:

PART A. AGREEMENT FOR MOTOR BUS PASSENGER SERVICE

1. TERM; STANDARDS OF SERVICE; ON-TIME PERFORMANCE: From May 29, 2022 until midnight May 24, 2025, unless terminated prior thereto as provided in this Part "A" and in Part "B" below, the Carrier shall provide motor bus scheduled passenger service (hereinafter, also "Contracted Service") over the routes set forth in attached **Exhibit A**, under the schedules set forth in attached **Exhibit B**. The Contracted Service includes the operation of motor buses from a designated terminal along specified routes for the purpose of picking up, discharging and transporting fare paying and otherwise eligible passengers and activities attendant to such passenger service. The parties understand and agree that the Carrier is an independent contractor and not an agent of NJ TRANSIT.

The Carrier shall provide the Contracted Service in conformance with NJ TRANSIT standards for scheduled bus service, and such Contracted Service must be performed in a safe, careful, efficient, clean and courteous manner. The Carrier shall conform the Contracted Service to the Customer Service guidelines provided in **Exhibit D**.

The Carrier shall maintain the routes and schedules outlined in **Exhibits A and B** on an average on-time performance of no less than ninety-five (95) percent at terminal points of the trips over thirty (30) consecutive calendar days. NJ TRANSIT reserves the right to conduct spot checks of the Carrier in order to determine on-time performance by the Carrier. For purposes of on-time performance, a bus will be considered to be not

on-time and therefore to be "off-schedule" if it departs from any scheduled time point either before the scheduled departure or more than five (5) minutes after its scheduled departure time. Also, a bus will be "off-schedule" if a scheduled trip is commenced but is not completed.

In computing the percentage of on-time performance, only those buses operated by the Carrier which are " off-schedule " solely as a result of fires, strikes, storms, road accidents or detours which affect on-time performance, but which cannot reasonably be anticipated, and are beyond the control of the Carrier, will be excluded from the calculation.

In the event that NJ TRANSIT determines that there are deficiencies in on-time performance in the Contracted Service, NJ TRANSIT may, at its discretion, give written notice of such deficiencies to the Carrier; upon the receipt of such notice, the Carrier shall then remedy all the deficiencies to NJ TRANSIT's satisfaction within five (5) calendar days. NJ TRANSIT may require the Carrier to supply NJ TRANSIT with an action plan to remedy discovered deficiencies.

By the seventh (7th) calendar day of each calendar month, the Carrier will report in the Monthly Report of Operations to NJ TRANSIT all bus trips in the prior calendar month that operated "off-schedule" and the reasons therefor and the Daily Report of Operations. At any time requested by NJ TRANSIT, the Carrier will also submit to NJ TRANSIT, within seven (7) calendar days of such request, the Daily Report of Operations, the Monthly Report of Operations, and other operations data in a format and form approved by NJ TRANSIT, showing all buses which operated "off-schedule" and the reasons therefor.

2. CHANGES IN SERVICE: The Carrier shall not make any change that would have the effect of reducing, expanding, restructuring or eliminating Contracted Service in any way, except at the express written direction of NJ TRANSIT. Any service modification of a permanent nature may be implemented only by an amendment to this Agreement signed by the Carrier and the designated representative of NJ TRANSIT. The Carrier shall cooperate to the fullest extent in providing information to NJ TRANSIT in relation to any service or fare changes proposed or effectuated by NJ TRANSIT, and the Carrier shall assist NJ TRANSIT in carrying out the provisions of the service or fare change. When requested to do so by NJ TRANSIT, the Carrier will assist NJ TRANSIT by posting notices and maintaining the postings in accordance with applicable laws and regulations.

NJ TRANSIT will provide the Carrier with the currently valid schedules and public timetables for all Contracted Service. The Carrier shall make such material available to the public in its buses, at the Carrier's offices and at major terminals and ticket agents.

3. MISSED TRIPS: Missed trips by the Carrier shall be defined for purposes of this Agreement as: (1) any scheduled trip which does not commence within twenty (20) minutes of the time designated for the start of that trip (as denoted on the printed public timetable supplied by NJ TRANSIT); or (2) any scheduled trip which fails to arrive at its scheduled final destination point for that trip (as denoted on the printed public timetable supplied by NJ TRANSIT) within twenty (20) minutes of the scheduled time of its arrival from said point.

The Carrier shall report in writing to NJ TRANSIT by the seventh (7th) calendar day of each calendar month each and every "missed" bus trip, which occurred during

the preceding month and the dates and reasons therefor. If no "missed" trips occurred, the Carrier must so report. Failures to report missed trips shall permit NJ TRANSIT to declare the Carrier to be in default of this Agreement. If a trip was "missed" as a result of fire(s), strikes, storm conditions (or other acts of nature), road accidents or detours, or other circumstances which cannot be reasonably anticipated, and are beyond the control of the Carrier, such causes must be noted by the Carrier on the "Daily Report of Operations" and "Monthly Report of Operations." NJ TRANSIT shall consider the causes listed by the Carrier on a case-by-case basis and shall notify the Carrier of any assessment to be imposed as a result of such review. Payment for Contracted Services will be withheld until the required Daily Report of Operations and Monthly Report of Operations are received.

Failure by the Carrier to file such daily and monthly reports will not excuse the Carrier from any assessments provided by this Agreement.

4. **Assessments for Damages**:

a. Missed Trips:

- Missed trips as described in Section 3 above, which are properly and timely reported in the Daily Report of Operations, by the Carrier to NJ TRANSIT will be assessed damages in the amount of $150.00 per trip.
- Missed trips as described in Section 3 above, which are <u>not</u> properly and timely reported in the Daily Report of Operations by the Carrier to NJ TRANSIT will be assessed damages in the amount of $300.00 per trip.
- Carrier will receive reports, at a frequency to be determined by NJ TRANSIT, depicting the trips missed as per NJ TRANSIT's electronic

vehicle monitoring system(s). Any disputes of the missed trips, as reported by the system(s), will be brought to the attention of NJ TRANSIT Private Carrier Affairs in writing within three (3) Business Days by the Carrier along with evidence of the completion of the disputed trip(s). Upon research and verification of the completion of the disputed trip(s), NJ TRANSIT Private Carrier Affairs will note the discrepancy and credit the Carrier for the completion of said trip(s). Trips that appear on the reports that are not disputed by the Carrier in writing within three (3) Business Days of receipt of report will be considered as having been confirmed as missed by the Carrier, and are expected to be recorded on the Carrier's Daily Report of Operations, and will be assessed in accordance with the criteria above.

- Assessments made for missed trips shall be automatically deducted by NJ TRANSIT from the Carrier's payments. Should the Carrier contest such assessments, an appeal shall be made pursuant to the dispute resolution provision in Part "C", Section 10 below.

b. Driver Log-In Violations

- Driver log-in violations will be assessed damages in the amount of $75.00 per trip to include a) unauthorized logging into the system in "manual mode", b) failure to log in on the assigned service, and c) failure to log in due to unreported equipment malfunction.
- Logging into the system in "manual mode" should only occur when authorized by NJ TRANSIT Private Carrier Affairs for reasons such as

database discrepancies, timely reported equipment malfunctions, or system malfunctions out of the control of the Carrier. Additionally, the Carrier may authorize a driver to operate in “manual mode” for occasions when a rescue bus is dispatched to complete a run for a disabled bus, a driver is re-assigned or field dispatched to a piece of work not scheduled to be operated by that driver, or other field re-assignment(s) resulting from unforeseen service disruption(s). All such authorizations to use “Manual Mode” must be communicated timely by e-mail to NJ TRANSIT Private Carrier Affairs and are to be documented in detail on the Daily Report of Operations.

- Proper and timely logging in to the on-board vehicle service information system is required for all revenue service operations. Carrier must train all drivers in the proper use of the equipment and must ensure they are properly logged into their assigned work as required by NJ TRANSIT. Failure by the driver to log into the system when in service shall result in the damage assessment as described above.
- All on-board equipment must be checked to ensure it is operational prior to the driver departing the dispatch facility. Any equipment that is not operational must be reported to dispatch immediately. If there is a mechanical malfunction that prevents the driver from logging into the vehicle service information system as required, the vehicle, whenever possible, should be reassigned and repaired prior to being used in service. NJ TRANSIT Private Carrier Affairs must be notified in writing by e-mail immediately so repairs of the system can be scheduled. If putting that

vehicle into an out of service state awaiting repairs causes a disruption of the service, the Carrier may authorize the driver to operate the run, notify NJ TRANSIT Private Carrier Affairs in writing, and document, in detail, the authorized operation of that vehicle on the Daily Report of Operations. Any trips made prior to the notification of the defect to NJ TRANSIT Private Carrier Affairs, may be subject to the driver log-in violation penalties as detailed above.

Assessments made for driver log-in violations shall be automatically deducted by NJ TRANSIT from the Carrier's payments. Should the Carrier contest such assessments, an appeal shall be made pursuant to the dispute resolution provision as outlined in Part "C", Section 10 below.

5. TERMS OF PAYMENT: During the term of this Agreement, the Carrier shall submit to NJ TRANSIT, by the seventh (7th) calendar day of each calendar month, a Monthly Report of Operations and Daily Report of Operations as outlined in **Exhibit H,** setting forth the operational statistics described in **Exhibits A, B, C, and H** and relating to the preceding calendar month. Within twenty (20) calendar days from the receipt of such report NJ TRANSIT will, subject to the availability of funds, pay to the Carrier an amount in accordance with **Exhibit M** attached hereto. The Carrier's failure to submit a Monthly Report of Operations will result in NJ TRANSIT withholding of the monthly payment until such report is received. Each month's payment will represent payment for the service provided by the Carrier during the preceding calendar month.

NJ TRANSIT will retain 2% of each invoice amount, which will be released upon the successful completion of all NJ TRANSIT Contract Service requirements, including,

but not limited to, the return of all NJ TRANSIT Equipment in satisfactory condition and state of good repair. The Carrier shall pay all the expenses, fees, charges and any and all other outflows relating directly or indirectly to the operation of the Contracted Service.

6. EMPLOYEE REQUIREMENTS: The Carrier will have complete control over the employment of all personnel required to provide the Contracted Service. Drivers must meet minimum qualification requirements as specified in **Exhibit I**.

The Carrier will issue to all operators, uniforms of the type commonly accepted in the industry and operators shall be in uniform at all times when on duty and when operating buses. The Carrier shall maintain and enforce a dress code for operators.

7. DRUG AND ALCOHOL TESTING: The Carrier shall establish, implement and maintain a drug and alcohol testing program that complies with 49 C.F.R. Parts 40 and 655, produce any documentation necessary to establish its compliance with Parts 40 and 655, and permit any authorized representative of the United States Department of Transportation or the FTA, the State of New Jersey, or NJ TRANSIT to inspect the facilities and records associated with the implementation of the drug and alcohol testing program required under 49 C.F.R. Parts 40 and 655 and to review the testing process. The Carrier further agrees to certify its compliance with 49 C.F.R. Parts 40 and 655 within thirty (30) calendar days of the execution of this Agreement and to submit the FTA Alcohol and Drug Testing Management Information System (MIS) Data Collection Forms for each calendar year by February 28 to NJ TRANSIT's Senior Director of Private Carrier Affairs.

8. DRIVER TRAINING: The Carrier will be responsible for all driver training and will certify that drivers are in possession of valid drivers' licenses for the equipment they will be operating and driver familiarity with routes and NJ TRANSIT tariff policies and

procedures as depicted in Exhibit F. In addition, drivers will be instructed in safe and defensive driving skills, ADA Equipment operation, courtesy and passenger relations, and operation of all on-board fare collection and electronic vehicle monitoring systems. The Carrier will certify to NJ TRANSIT that all drivers have been trained in all routes, fares and operating procedures.

The Carrier will also instruct the drivers to complete driver day cards which include the collection and proper recording of the following information: route and trip, run number, arrival and departure time at terminals, passenger statistics, transfers issued and sold and any other information needed to comply with NJ TRANSIT fare collection and accounting procedures.

The Carrier shall carry out and document on a quarterly basis follow-ups relating to the driving skills of its operators. The Carrier shall provide the drivers with written operating rules similar to those utilized by NJ TRANSIT.

9. ROAD SUPERVISION: The Contracted Service must be supervised by the Carrier who shall monitor the Contracted Service with respect to schedule adherence, driver conformity to the Carrier's rules and regulations, driver adherence to the specified route, and accident investigations. Supervisors shall maintain data sheets and shall file reports of their findings. Such data sheets and reports will be kept and made available to NJ TRANSIT during the term of this Agreement and for a period of one (1) year beyond termination of this Agreement.

Authorized NJ TRANSIT regional supervisors have the authority to oversee the Carrier's performance and the right to make temporary adjustments to time schedules and routes as may be necessary to meet variations resulting from weather conditions,

special events or other circumstances. Carrier management will be informed of such changes.

10. FARE SYSTEM AND ZONE STRUCTURE: The Carrier will charge fares in strict adherence to NJ TRANSIT's fare structure. The Carrier will abide by and comply with all NJ TRANSIT rules and policies on fares and zonal systems. Fares for the service and routes of this Agreement are as described in **Exhibit F** and may be amended by NJ TRANSIT at any time.

The Carrier will participate in NJ TRANSIT's passenger transfer system. As part of that transfer system, the Carrier shall provide and accept transfers between and among the bus routes operated as described in **Exhibits A and B,** as well as between and among other routes operated by or for NJ TRANSIT, and the aforesaid routes described in **Exhibits A and B.** The Carrier shall instruct its drivers as to the proper administration of the transfer system, and the security of tickets and transfers. NJ TRANSIT monthly bus passes, monthly bus cards and other fixed-period passes or tickets must be honored, counted and accounted for by the Carrier in the same manner as all other tickets, transfers and cash fares.

11. MARKETING & PROMOTION: NJ TRANSIT will assume, at its discretion, all responsibility for the advertising and marketing of the Contracted Service to be provided. This may include promotional activities required to launch the Contracted Service such as newspaper advertisements and the publication of informational brochures and new public timetables. Any other marketing efforts necessary to highlight special aspects of the Contracted Service, including, but not limited to, seat notices, hanger brochures, coupon books, free/discounted ride coupons (i.e., New Residents

Campaign), posters and flyers may also be undertaken by NJ TRANSIT at its discretion. As directed by NJ TRANSIT, the Carrier will distribute and maintain a supply of public timetables and other public information items on all buses.

The Carrier acknowledges that NJ TRANSIT has contracted with a third party for all and exclusive rights to advertising on the buses being utilized in the performance of the Contracted Services. All revenues gained from Contracted Service bus advertising will be paid directly to NJ TRANSIT. The Carrier shall not advertise on the leased and subleased buses and is not permitted under any circumstance to advertise, with or without remuneration, on the buses used to provide this service.

12. PHONE SERVICES: Public timetables provided by NJ TRANSIT and distributed by the Carrier will conspicuously list NJ TRANSIT's telephone number for obtaining scheduling information. In order to assist the riding public, the Carrier shall install a telephone for general information and lost and found and this telephone number will be conspicuously advertised in the public timetables provided by NJ TRANSIT and distributed by the Carrier. The Carrier will keep this telephone number operational throughout the term of this Agreement and will ensure that it be answered by qualified staff at all times during the scheduled operational hours of service.

13. EQUIPMENT: Equipment needed to operate the Contracted Service is being leased to the Carrier in accordance with Part "B" below. Such Equipment (referred to and defined in Part “B”, Section 2 below) must be used solely and exclusively on the line service specified in **Exhibits A and B**. The Carrier shall not operate any Equipment on the line service specified in **Exhibits A and B** other than the Equipment unless NJ

TRANSIT first provides written consent to such substitution of Equipment. **NO CHARTER or special service use of the Equipment is permitted under any circumstances.**

14. FACILITY: The Carrier shall provide a fully equipped garage, consistent with NJ TRANSIT standards for garages, from which to operate the Contracted Service. Carrier shall maintain such facility in compliance with all applicable federal, state, and local laws and regulations. Any changes in the size, allocation of space for the Contracted Service, or the location, or Equipment of the facility, as outlined in **Exhibit G**, must be approved by NJ TRANSIT at least one hundred twenty (120) calendar days prior to implementation of such proposed change.

15. INSPECTIONS: NJ TRANSIT inspectors and its designated agents and representatives will, upon presentation of valid identification, have the unimpeded right to enter upon the Carrier's premises, and to enter and travel upon, or inspect any and all Equipment utilized in providing the Contracted Service, for the purpose of conducting inspections to determine whether the Carrier is in compliance with the terms of this Agreement. NJ TRANSIT will make a reasonable effort not to unduly interfere with the operations or maintenance schedules of the Carrier. NJ TRANSIT inspectors will, however, be allowed on the premises of the Carrier without the necessity of written permission, but they will not enter onto the premises of the Carrier without first identifying to the Carrier their status as NJ TRANSIT employees, agents, or representatives, and after confirming that they are in no way acting for or on behalf of the Carrier. All inspections will begin promptly upon presentation of each unit of Equipment and will be carried through to completion as expeditiously as feasible.

16. FARE COLLECTION: All Contracted Service revenue collected by the Carrier and all related monies earned by the Carrier is the property of NJ TRANSIT and will be transferred to NJ TRANSIT without delay. It is the Carrier's exclusive responsibility to account for and safeguard such revenue and related monies. The Carrier is also responsible for accounting for the use of monthly bus passes, monthly bus cards, tickets and transfers. All cash fares will be deposited by the passenger directly into the fare-box. These collections will be deposited in accordance with the procedure defined in **Exhibit K**.

NJ TRANSIT reserves the right to observe, count, or perform audit tests which NJ TRANSIT considers appropriate to determine the accuracy and security of the fare collection procedure as defined herein and as implemented by the Carrier.

17. NJ TRANSIT EMPLOYEE PASS: All NJ TRANSIT employees with a valid NJ TRANSIT employee pass will have the right to free entry and travel upon the equipment used by the Carrier in its provision of the Contracted Service. Such right is contingent upon the display of said pass upon boarding.

PART B. EQUIPMENT LEASE FOR MOTOR BUS PASSENGER SERVICE

1. INTENT AND PURPOSE: This Part “B”, Equipment Lease/Sublease for Motor Bus Passenger Service ("Equipment Lease") constitutes a lease of the equipment listed in **Exhibit E**, and is not a sale of the equipment described in **Exhibit E.** The purpose of this Equipment Lease is to set forth the terms and conditions under which Carrier is permitted by NJ TRANSIT to use and possess certain buses owned by NJ TRANSIT, and thereby facilitate the provision of bus passenger service by the Carrier as specified in Part "A" above. This Equipment Lease will terminate simultaneously, immediately and

automatically upon the termination of this Agreement and as provided for in Part "A" above and Part "C" below.

Upon execution of this Agreement, any and all prior leases and/or subleases between Carrier and NJ TRANSIT and regarding any buses or equipment covered by this Agreement are hereby immediately terminated.

2. EQUIPMENT: "Equipment" means the motor bus or buses listed and separately described in **Exhibits E,** attached hereto and made a part hereof. **Exhibit E** lists all equipment owned by NJ TRANSIT and leased to the Carrier; the parties acknowledge and agree that such equipment may have been used prior to being leased to the Carrier. The buses that are subject to this Equipment Lease, are equipped with all appropriate destination signs necessary to inform the public of final destinations and routing variations. The buses are also equipped with electronic fare boxes and registers. All vehicles are equipped with wheelchair lifts to provide service to passengers requiring accessibility.

3. TITLE: BUS MARKINGS: NJ TRANSIT has caused, or will cause, the Equipment listed herein to be tendered to the Carrier at one (1) or more other locations within New Jersey, and will furnish to the Carrier, as applicable, evidence of NJ TRANSIT's title to the Equipment. Title in the Equipment listed in **Exhibit E**, will at all times remain with NJ TRANSIT and the Equipment will be registered in the name of NJ TRANSIT during the entire term of the Equipment Lease. Also, each certificate of title for the Equipment, will remain in the name of NJ TRANSIT.

NJ TRANSIT will place identification symbols upon the Equipment to denote NJ TRANSIT's ownership of the vehicles which symbols the Carrier shall not remove,

deface or obscure. NJ TRANSIT numbers, as applicable, will also be prominently placed on the Equipment. In the event that such identification symbols on the Equipment are rendered illegible, the Carrier will promptly make same symbols legible as originally marked. NJ TRANSIT will also paint the buses white with the NJ TRANSIT logo and will install a small logo identifying the Carrier on the front and rear of each bus.

4. NO NJ TRANSIT WARRANTIES: NJ TRANSIT MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE CONDITION OF THE EQUIPMENT HEREIN LEASED, AND ASSUMES NO RESPONSIBILITY WHATSOEVER FOR THE STATE OR THE CONDITION OF THE EQUIPMENT HEREIN LEASED. THE CARRIER HAS BEEN GIVEN, AND HAS TAKEN, EVERY OPPORTUNITY TO INSPECT THE EQUIPMENT AND TO DETERMINE AND INCLUDE IN THE CONTRACT PRICE THE FUNDS NECESSARY TO OPERATE, REPAIR, CORRECT AND MAINTAIN THE EQUIPMENT.

5. CONSIDERATION: NJ TRANSIT hereby leases to Carrier and Carrier hereby accepts the Equipment on a rent-free basis, the consideration between NJ TRANSIT and the Carrier being the promises and benefits as arising out of this as provided for in Part "A" above, and in the entirety of this document.

6. CONTRACTED SERVICE: The Carrier shall use the Equipment solely and exclusively on the bus service specified in **Exhibit A** and pursuant to the terms and conditions set forth in Part "A" above.

7. EMERGENCY USE BY NJ TRANSIT: Any and all Equipment must be made immediately available to NJ TRANSIT upon written request by NJ TRANSIT, in the

event of any emergencies, such as riots, floods, calamities, railroad or bus strikes, etc. as determined by NJ TRANSIT.

8. NJ TRANSIT USE DURING STRIKES AGAINST CARRIER: In the event of a strike by the employees of the Carrier which results in the stoppage or disruption of the Contracted Service, NJ TRANSIT will have the right to operate the Contracted Service itself, or by way of a third party in place of the Carrier and to use any or all of the Equipment elsewhere in New Jersey while the Carrier is experiencing a strike or to have another carrier use the Equipment elsewhere on a short-term basis. In the event that any such contingencies occur, the use of the Equipment by NJ TRANSIT or by one (1) or more third parties will take place without the Carrier being entitled to, or otherwise being able to make claim for, compensation or damages. However, during such period, NJ TRANSIT will reasonably compensate the Carrier for NJ TRANSIT'S use of any of the Carrier's own purchased equipment, such as tires and tubes. However, if NJ TRANSIT operates the Contracted Service on behalf of the Carrier during a strike against the Carrier, the Carrier will not be entitled to any payment or compensation whatsoever during the period of such operation by NJ TRANSIT. If NJ TRANSIT leaves the Equipment with the Carrier during a strike, the Carrier will continue to be fully responsible for the safety of the Equipment. No payment or compensation whatsoever will be due by NJ TRANSIT to the Carrier as a result of the operation of the Contracted Service by NJ TRANSIT on behalf of the Carrier.

9. RETURN TO CARRIER OF EQUIPMENT AFTER STRIKE OR EMERGENCY: In the event NJ TRANSIT, pursuant to Section 7 and Section 8 above, retakes possession of buses otherwise utilized by the Carrier to operate the Contracted

Service, those buses will be returned to the Carrier in the same or similar condition they were at the time of such retaking, excepting ordinary wear and tear, and NJ TRANSIT will not be liable for any payment or damages to the Carrier other than for NJ TRANSIT'S use of the Carrier's own purchased equipment, such as tires and tubes.

10. CHARGES, FEES, AND EXPENSES: The Carrier, except during NJ TRANSIT's Equipment use pursuant to Sections 7 or 8 above, shall pay any and all expenses, taxes, charges, assessments, license fees, inspection fees, and other costs relating to the Contracted Service and, including but not limited to, gross receipts taxes, highway use taxes, and vehicle excise taxes, whether such taxes, charges, fees, or other costs are levied against the Equipment operator or the Equipment owner.

The Carrier shall also pay all expenses, fees, charges, and taxes incurred in connection with the licensing, and registration of the Equipment, and all direct and indirect expenses in connection with the use and operation of the Equipment during the term of this Agreement, including, but not limited to, fuel, oil, grease, repairs, maintenance, insurance, and other such expenses.

The Carrier agrees that during the term of this Equipment Lease it will duly and timely pay all charges due to the State of New Jersey, its agencies, NJ TRANSIT and its subsidiaries, and to any and all other governmental agencies. Any violation by the Carrier of the provisions of this Section 10 shall permit NJ TRANSIT to declare the Carrier to be in default of this Agreement.

11. INSPECTION: NJ TRANSIT and its designated agents and representatives will have the unimpeded right to inspect the Equipment at any time and any place during the term of this Agreement. NJ TRANSIT shall make a reasonable effort to not unduly

interfere with the operations or maintenance schedules of the Carrier. NJ TRANSIT inspectors will be allowed on the premises of the Carrier without the necessity of written permission, but such persons shall not enter onto the premises of the Carrier without first indicating to the Carrier their status as NJ TRANSIT employees, agents, or representatives. All inspections will begin promptly upon presentation of each unit of Equipment and will be carried through to completion as promptly as feasible. Inspections may take any form and may also include examination of the Carrier's maintenance procedures and the administration records of the Carrier's equipment.

12. REPAIRS, PARTS, AND SPECIAL REQUIREMENTS: The Carrier, except during NJ TRANSIT'S Equipment use pursuant to Sections 7 or 8 above, shall make all necessary repairs to each unit of Equipment. The Carrier shall complete such work on a schedule without interruption of the Contracted Service. The design, quality, and component part, if any, used in such repairs will conform to all applicable U.S. Department of Transportation, Surface Transportation Board and manufacturers' requirements and to all applicable standards of NJ TRANSIT and the New Jersey Department of Transportation. Replacement parts on all Equipment must be new factory replacement parts, or better, or parts purchased from a reputable supply house which deals in new replacement parts equal to or better than original equipment. In no instance shall replacement parts be used which are rated less than manufacturers' specifications.

Notwithstanding any warranties which may be available on equipment from the manufacturers, as between NJ TRANSIT and the Carrier the obligation to repair and maintain the Equipment is exclusively the Carrier's, regardless of whether the need for repair or maintenance is due to defects, normal wear and tear, accident or other cause.

In all instances where Equipment is damaged, destroyed, or lost, the Carrier will repair the Equipment in accordance with the standard or condition required under this Agreement or when Equipment has been damaged to the point where it would be considered a “total loss”, carrier will compensate NJ TRANSIT for the value of the Equipment at the time of loss as provided by NJ TRANSIT’s Vehicle Depreciation Table or The Official Bus Blue Book by Bus Solution, whichever is higher and as described in Part C, Section 2 of this agreement.

13. **MAINTENANCE:** The Carrier, except during NJ TRANSIT Equipment use pursuant to Sections 7 or 8 above, will maintain each unit of Equipment in a state of good repair and in accordance with the manufacturer’s warranty requirements, as set forth in Section 18 of this Part "B.”

NJ TRANSIT has the right, but not the obligation, to inspect each unit of Equipment and the Carrier's Equipment records as shall be reasonably necessary to confirm the Carrier's proper and timely maintenance of the Equipment. The Carrier will correct promptly any unsatisfactory items reported as a result of such inspections. In addition, NJ TRANSIT may order repairs to be made at the Carrier's expense at any time to ensure that each bus is readily available for safe, efficient, and dependable service in accordance with NJ TRANSIT requirements or the requirements of any governmental agency. It is understood and agreed by the Carrier, however, that all Equipment repairs, maintenance and inspections are the exclusive obligation and responsibility of the Carrier, regardless of whether there have been any Equipment inspections by NJ TRANSIT.

The Carrier is permitted to operate buses leased to it under this Equipment Lease with rented tires or rented batteries, but re-treaded or re-grooved tires are strictly prohibited on the front axle of any Equipment, regardless of condition.

NJ TRANSIT may order tires removed from Equipment when tread depth, sidewall deteriorations, or deep cuts are deemed by NJ TRANSIT, in its sole discretion, to make further operation unsafe; and the Carrier shall immediately comply with all such orders. The Carrier shall not tamper or remove any unit of equipment without first notifying NJ TRANSIT in writing and obtaining NJ TRANSIT's written permission for such tampering or removal. Fuel used in all Equipment must be ultra-low sulfur diesel fuel, or as specified or permitted by the Equipment manufacturer for prevailing environmental and/or weather conditions, unless otherwise approved by NJ TRANSIT in writing.

The Carrier understands and agrees that maintaining each unit of Equipment in a state of good repair is an essential and material consideration of this Agreement. Minimum Equipment maintenance standards and reporting requirements are specified in **Exhibit J,** Bus Maintenance Standards and Reporting Requirements. The Carrier further agrees that any failure to comply with the requirements of this Section 13 will constitute grounds for the immediate termination of this Agreement, and NJ TRANSIT may terminate this Agreement immediately and without any advance notice. NJ TRANSIT will be entitled to recover replacement cost damages from the Carrier resulting from the lack of maintenance or improper maintenance of the Equipment. Any costs incurred by NJ TRANSIT to perform repairs to any Equipment, including revenue vehicles, support equipment and vehicles, communications and revenue collection equipment, may, in

NJ TRANSIT's sole discretion, be deducted from the Carrier's monthly contract payment, retainage withheld, or any other funds due to the carrier by NJ TRANSIT

14. DEPARTMENT OF TRANSPORTATION INSPECTIONS: The Carrier will maintain all Equipment so that it will pass the inspections, when presented to the inspector, made by the New Jersey Department of Transportation, New Jersey Motor Vehicle Commission, United States Department of Transportation, or any other regulatory body or entity authorized to inspect the equipment. The Carrier will be responsible for all costs incurred for each unit of Equipment to successfully pass each such inspection. Failure to comply with this requirement will constitute grounds for the immediate termination without any advance notice.

15. ACCESSIONS: Any parts installed or replacements made by the Carrier on any unit of Equipment will be considered accessions to such unit and title thereto will be immediately vested in NJ TRANSIT, except that the Carrier will have the right to install and remove from said Equipment Carrier-owned or rented items. When NJ TRANSIT recovers Equipment, as provided for elsewhere by this Agreement, NJ TRANSIT will have thirty (30) calendar days to remove, at the Carrier's expense, all Carrier-owned or rented items from each unit of Equipment, and then return such items to the Carrier at the Carrier's expense. NJ TRANSIT may request an arrangement between carriers and leasing companies that allows for the transfer of the lease or run-off of leased tires to become the responsibility of the subsequent operator of the Equipment.

The Carrier may install rented batteries and tires in the Equipment, but Carrier shall remain wholly responsible for in-kind replacement of said batteries and tires when

NJ TRANSIT recovers the Equipment as provided for by this Agreement. Removal and return of rented batteries and tires will be at the Carrier's expense.

16. NON-ASSIGNMENT: The Carrier will not under any circumstances assign, sublease, transfer, or encumber its leasehold interest under this Agreement. The Carrier will not allow to pass out of its possession or control any of the Equipment, except for purposes of repairs or maintenance by outside contractors. Violation of this Section 16 by the Carrier will result in the immediate, self-executing and automatic termination of this Agreement.

17. LAWS AND REGULATIONS: The Carrier shall comply with all laws, regulations, requirements and rules with respect to the possession, use, maintenance, and operation of each unit of Equipment. In case any part of such unit shall be required to be changed or replaced, or in case any additional or other part is required to be installed on such unit in order to comply with such laws, regulations, requirements, and rules, the Carrier agrees to make such changes, additions, or replacements. The Carrier agrees to maintain the Equipment in full compliance with such laws, regulations, requirements, and rules during the term of this Agreement.

18. WARRANTY: This Section 18 is applicable only in the event that the Equipment is covered by a manufacturer's warranty. The Carrier will in no way jeopardize any warranty on warranted Equipment and will make warranted Equipment available to NJ TRANSIT and the sales or service representatives of the manufacturer upon request for warranty service or warranty inspection. The Carrier will at all times comply with the manufacturer's recommendations for the maintenance of the Equipment. After consultation with NJ TRANSIT, the Carrier shall submit in a timely manner all warranty

claims directly to the manufacturer for processing in accordance with NJ TRANSIT's Warranty Claim Procedure, which will be supplied separately to the Carrier. Upon filing of each warranty claim, the Carrier shall send NJ TRANSIT a copy of each claim and shall inform NJ TRANSIT of the status and disposition of each claim. NJ TRANSIT shall not prohibit the Carrier from submitting any specific warranty claim against the manufacturer and may require the Carrier to submit specific warranty claims as directed. All credits, proceeds, parts or adjustments obtained by the Carrier from the manufacturer will accrue to the Carrier, except in the event there are excesses above and beyond warranty claims or proceeds from other settlements. Such excesses will be paid to NJ TRANSIT.

PART C. ADDITIONAL PROVISIONS REGARDING PARTS "A" AND "B"

1. **INDEMNIFICATION:** The Carrier shall have full control over the actual operation of the Contracted Service to be provided under this Agreement. To the fullest extent permitted by Law, the Carrier, and each of their respective, affiliates, partners, officers, representatives, agents, employees, contractors, subcontractors (collectively, “Indemnifying Parties”) shall defend, indemnify, protect, and save harmless the State of New Jersey, NJ TRANSIT, its subsidiaries, their respective Boards of Directors, officers, agents, and employees (collectively “Indemnified Parties”) from and against any and all claims, suits, actions, demands or damages of whatsoever kind or nature arising out of or related to the performance of this Agreement , including, but not limited to, costs of investigation, court costs, counsel fees, settlements and judgments, and other costs or expenses incurred in connection with the defense of any actual or threatened action, proceeding or claim, or otherwise, brought because of any injuries, deaths, or damage received or sustained by any person, persons, or property on account of the operations of Carrier or its contractors, or because of any act, omission, neglect, or misconduct

of Carrier or its contractors in the operations or performance of the work or services specified in this Agreement; or from any claims or amounts arising or recovered under the Worker's Compensation Act, or any other law, ordinance, order, or decree, or by reason of or arising out of: i) any component of the Contracted Service ii) any material misrepresentation by the Indemnifying Parties or breach by the Indemnifying Parties of any representation, warranty, covenant, agreement, or obligation of Indemnifying Parties made herein; iii) any negligence or omission of the Indemnifying Parties; iv) any violation of Law by the Indemnifying Parties; iv) any failure of any part of the Contracted Service ; v) any consequential, special, incidental, or indirect damages for which any of the Indemnified Parties, or anyone acting for or on their behalf, becomes liable; vi) a breach of this Agreement by the Indemnifying Parties; or vii) any incident involving (a) the failure to secure and maintain NJ Transit's buses in any of the Indemnifying Parties' possession, custody or control, or for which Carrier is otherwise responsible, or (b) a compromise or disruption to a NJ Transit buses caused by or attributable to the Indemnifying Parties' acts or omissions.

So much of the money due the said Carrier under and by virtue of this Agreement as may be considered necessary by NJ TRANSIT for such purpose may be retained for the use of NJ TRANSIT; except that money due to the Carrier will not be withheld when the Carrier produces satisfactory evidence that it is adequately protected by the insurance coverages required in Article 2, INSURANCE. NJ TRANSIT will, as soon as practicable after a claim has been made against it, give written notice thereof to the Carrier along with full and complete particulars of the claim. If the suit is brought against NJ TRANSIT, NJ TRANSIT will immediately forward to the Carrier every claim, demand, complaint, notice, summons, pleading or other process received by NJ TRANSIT. NJ TRANSIT shall have the right, but not the obligation, to participate, to the extent, it deems appropriate, in the defense

of the matter and must concur in the terms of any settlement or other voluntary disposition of the matter. In the defense of any such claims, demands, suits, actions and proceedings, the Carrier shall not raise or introduce, without the express written permission in advance of the Office of the Attorney General of the State of New Jersey, any defense involving in any way the immunity of NJ TRANSIT or the State of New Jersey, the jurisdiction of the tribunal over NJ TRANSIT or the State of New Jersey, or the provisions of any statutes respecting suits against NJ TRANSIT or the State of New Jersey.

Carrier hereby agrees that it shall assume and take over the investigation and defense thereof at the Carrier's sole cost and expense, and assumes full responsibility for liability arising out of its conduct and the conduct of its contractors whether by action or inaction. NJ TRANSIT assumes no liability or responsibility for the acts of the Carrier, its employees, agents, or contractors, by virtue of entering into this Agreement.

The Indemnifying Parties' obligation to indemnify, defend and hold harmless the Indemnified Parties may extend to instances where the Indemnified Parties may be liable for the Indemnifying Parties' negligence and may exist regardless of whether the Indemnified Parties are alleged or is determined to be liable due in part to its own concurrent or partial negligence of any claim.

2. <u>INSURANCE:</u>

The Carrier, and any of its contracting parties, shall carry and maintain, in its name as Insured, the following minimum insurance coverages:

a. Commercial General liability Insurance using ISO Occurrence Form CG0001 10/93

or equivalent. The policy shall provide a minimum amount of $5,000,000 each occurrence, $5,000,000 personal and advertising injury, $5,000,000 per project general aggregate, and $5,000,000 products completed operations aggregate. Coverage provided under this liability policy shall be on an occurrence basis and shall include, but not be limited to, bodily injury, include passengers, and property damage coverage, including products liability covering bodily injuries and property damage caused by defective products, design defects, manufacturer defects, and marketing defects, completed operations coverage, premises operations liability, blanket contractual liability, personal injury liability, advertising injury coverage, independent contractors' liability, mobile equipment, and cross liability and severability of interests clause. Additional insured endorsement at least as broad as ISO Form CG 20 10 11 85, together with CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 naming NJ TRANSIT, the State of New Jersey and the Indemnified Parties, and coverage must apply on a primary and non-contributory basis. The policies shall contain a waiver of subrogation in the benefit of the Indemnified Parties.

b. Commercial Automobile Liability Insurance in an ISO Form Number CA 00 01 covering any auto (Code 1) with a minimum of $5,000,000 combined single limit for bodily injury and property damage. With respect to said insurance, NJ TRANSIT and the Indemnified Parties shall be named as an additional insured at no additional cost to NJ TRANSIT.

c. Workers' Compensation Insurance in compliance with the laws of the state where the work is to be performed and Employer Liability Insurance as follows: Employer's Liability: $1,000,000 each accident / $1,000,000 each employee disease / $1,000,000 policy limit – disease.

d. Comprehensive and Collision insurance with a Loss Payee endorsement naming NJ TRANSIT, for physical damage to vehicles or buses in Carrier's care, custody, or control, and with coverage for the actual cash value of each bus and subject to a

mutually agreeable deductible. Carrier shall bear all risk of loss, damage or destruction to the vehicle or buses (which may exceed actual cash value).

e. Property Insurance written on an “all risks” form covering the full replacement value of NJ Transit buses/equipment, with no coinsurance penalty provision, and covering all perils, including, but not limited to, fire, flood, theft, terrorism, and any damage or destruction, This policy shall name NJ Transit as loss payee.

In the event of any loss, theft, damage or destruction of NJ TRANSIT owned Equipment, the Carrier shall promptly notify NJ TRANSIT and initiate the appropriate property damage claim(s) with its insurance carrier and/or third party on a timely basis. In all cases involving the loss, theft, damage or destruction of NJ TRANSIT owned or leased Equipment, the decision regarding settlement amounts and terms regarding property damage recovery shall be made by NJ TRANSIT as owner or lessee of the Equipment. The Carrier shall provide NJ TRANSIT with a status update of all pending claims regarding NJ TRANSIT owned or leased Equipment every thirty (30) days until the claim is settled, and restitution has been made to NJ TRANSIT for the loss of the Equipment. The Carrier hereby agrees that, in the event the Equipment is considered a total loss, NJ TRANSIT shall be the loss payee on all settlement payments involving NJ Transit owned or leased Equipment.

The Policies shall include the Indemnified Parties as additional insureds. The insurers shall waive the right to subrogate against the Indemnified Parties.

All insurance policies shall be written on an occurrence form basis and shall not include any exclusions for “actions over claims” (insured vs. insured). All policies must be written by insurance companies authorized to do business in New Jersey with an A.M. Best and Company rating of “A-” or better (or equivalent rating). All policies shall contain an endorsement that if the policy is canceled, non-renewed or is subject to any material reduction in limits, the Insurer will provide written notice to NJ TRANSIT at least thirty (30) Calendar Days prior to the occurrence of such event in accordance

with Article 35, NOTIFICATION with a copy to NJ TRANSIT's Senior Director of Risk Management as follows:

NJ TRANSIT
One Penn Plaza East
Newark, New Jersey 07105-2246
Attn: Senior Director, Risk Management

The foregoing insurance coverage is not intended to nor does it limit the liability of the Carrier to hold the Indemnified Parties harmless. All the insurance policies required to be maintained hereunder shall be primary and non-contributory and any insurance or self-insurance maintain by NJ Transit or any of the Indemnified Parties shall not contribute to any loss. Further, any self-insurance retention shall be evidenced and approved by NJ Transit. If approved, such self-insured retention and/or deductible maintained by Carrier, or its contracting parties, shall cover any liability imposed upon the Carrier and its Affiliates with respect to the operations and obligations assumed by the Carrier. The Carrier represent that such deductible or retentions provide NJ TRANSIT and the Indemnified Parties with all rights and protections that would be provided by traditional independent insurance, including but not limited to, defense obligations that insurers are required to undertake under liability policies pursuant to the terms of this Agreement. If the Carrier carries higher limits than those required hereunder, or other coverages, those shall be made available to pay claims and provide defense.

The Carrier shall provide NJ TRANSIT with evidence of the Carrier's insurance. Said insurance shall be maintained in full force and effect by the Carrier, and assignee, if any, from the effective date of this Agreement until completion of and final payment for the Scope of Services. If the Carrier (or assignee) shall fail or refuse to renew its insurance, as necessary, NJ TRANSIT may cancel or refuse to make payment of any further monies due under this Agreement. In lieu of requiring its assignees or its

contracting parties to carry this coverage, the Carrier may elect to cover them under its policies of insurance.

If the Carrier, its assignees or any of its contracting parties are required to perform work on property or facilities owned by a third party, the Carrier, its assignees or any of its contracting parties will be required to satisfy the insurance requirements set forth by the third-party property owner. NJ Transit reserves the right to increase the limits of insurances or require additional coverages

3. **NOTIFICATION:** Any request, demand, authorizations, direction, notice, consent, waiver, report, or other document provided, permitted or required by this Agreement to be made upon, given, or furnished or filed with one party by another party will be in writing and will be delivered by hand, courier next day service, or by deposit in the certified mails of the United States, postage prepaid, in an envelope addressed as follows:

If to NJ TRANSIT:

Senior Director, Private Carrier Affairs
New Jersey Transit Corporation
One Penn Plaza East, 2nd Floor
Newark, NJ 07105-2246

If to the Carrier:

Contact Person of Carrier
Name of Carrier
Address of Carrier
City, State, Zip
E-Mail Address

Either party to this Agreement may re-designate its notification of the recipient or change the address of the notification recipient by notifying the other party to this Agreement change in writing.

It is hereby agreed that fax and electronic mail delivery of written communications is permitted; however, any and all such faxed or electronic mail communications must also be simultaneously provided by hand or by certified mail, courier next day service, as may be provided above, and fax or electronic mail alone will be insufficient unless mutually consented to by both parties, or unless otherwise expressly permitted elsewhere in this Agreement. Communications regarding ordinary matters such as day-to-day operations may be by fax or e-mail alone.

4. NONDISCRIMINATION: The parties of this Agreement do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4, and 10:5-31 et seq., (P.L. 1975, c. 127, as amended and supplemented), the rules and regulations promulgated pursuant thereto, and the provisions set forth in attached **Exhibit L** are hereby made a part of this Agreement and are binding upon them.

The Carrier shall comply with Title VI of the Civil Rights Act of 1964, which requires that no person in the United States, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

5. CIVIL RIGHTS: During the performance of this Contract, the Carrier, for itself, its assignees and successors in interest and its Subcontractor at every tier (hereinafter referred to as the "Carrier") agrees as follows:

A.) Compliance with Regulations

The Carrier shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference

and made a part of this Contract.

B.) Nondiscrimination

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, and N.J.S.A. 10:3-1, the Carrier agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, or disability. In addition, the Carrier agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

C.) Equal Employment Opportunity

The following equal employment opportunity requirements apply to the underlying contract:

1.) Race, Color, Religion, National Origin, Sex

In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Carrier agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of the Project. The Carrier agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, sexual orientation, gender identity, or age. 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. In addition, the Carrier agrees to comply with any implementing requirements FTA may issue.

2.) Age

In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332 and N.J.S.A. 10:5-12(a), the Carrier agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Carrier agrees to comply with any implementing requirements FTA may issue.

3.) Disabilities

In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Carrier agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Carrier agrees to comply with N.J.S.A. 10:5-29.1 and any implementing requirements FTA may issue.

D.) The Carrier also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary, to identify the affected parties.

E.) Information and Reports

The Carrier shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or NJ TRANSIT or the FTA to be pertinent to ascertain compliance with such Regulations, orders and instruction. Where any information is required or a Carrier is in the exclusive possession of another who fails or refuses to furnish this information,

the Carrier shall so certify to NJ TRANSIT, or the FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.

F.) Sanctions for Noncompliance

In the event of the Carrier's noncompliance with the nondiscrimination provisions of this Contract, NJ TRANSIT shall impose such contract sanctions as it or the FTA may determine to be appropriate, including but not limited to:

1.) Withholding of payments to the Carrier under the Contract until the Carrier complies; and/or

2.) Cancellation, termination or suspension of the Contract, in whole or in part.

6. DISADVANTAGED BUSINESS ENTERPRISES: As an aid in meeting the commitment of its Disadvantaged Business Enterprise (DBE) Program, NJ TRANSIT has assigned a **three percent (3%) Race Conscious DBE Goal** on the gross sum amount of the bid or contract for DBE subcontracting participation. All NJ Unified Certification Program (NJUCP) certified DBE firms, including suppliers, are eligible to participate in this contract. NJ TRANSIT's DBE Program is accorded the same priority as compliance with all other legal obligations required by the USDOT. The Carrier shall comply with the DBE Program requirements in the award and administration of NJ TRANSIT contracts. Failure by the Carrier to carry out these requirements shall constitute a breach of the Contract, which may result in the termination of the Contract or other such remedy, as NJ TRANSIT deems appropriate.

The term "disadvantaged business enterprise" means a for-profit small business concern that is owned and controlled by one (1) or more socially and economically disadvantaged persons, as defined by 49 C.F.R. Part 26. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons would include, but not be limited to,

Black Americans (not of Hispanic origin); Hispanic Americans; Native Americans; Asian-Pacific Americans; Subcontinent Asian Americans; and Women, regardless of race or ethnicity.

Should the actual Contract amount increase or decrease, through approved change order(s), NJ TRANSIT's Office of Business Development (OBD) must be informed. OBD will determine if this will result in an adjustment to DBE participation to reflect the assigned DBE goal.

The Carrier shall fully comply with the requirements and provisions set forth in the New Jersey Transit Corporation DBE Requirements for Federal Procurement Activities as set forth in **Appendix H to the RFP.**

The Carrier shall make a good-faith effort to allocate at least **three percent (3%) Race Conscious DBE Goal to Disadvantaged Business Enterprise (DBE) firms**. A monthly report (**RFP Appendix H, Form E**) must be submitted by the Carrier to NJ TRANSIT as a means for NJ TRANSIT to assess the Carrier's progress towards and attainment of said allocation goal. Carrier must further ensure the DBE subcontractor or vendor also submits its monthly report (**RFP Appendix H, Form E2**) to OBD on a timely basis. Reporting shall be pursuant to reporting requisites established by NJ TRANSIT.

7. AMERICANS WITH DISABILITIES ACT: The parties to this Agreement do hereby agree that the provisions of the Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. §§ 12101 et seq.) (ADA) and the rules and regulations promulgated pursuant thereto (49 C.F.R. Part 37, Subpart G (49 C.F.R. 37.161 through 173), 49 CFR Part 38, Subpart B (49 C.F.R. 38.21 through 39), 49 C.F.R. 38.151 through 161 and 29 C.F.R. Part 1630 (29 C.F.R. 1630.1 through 16, and Appendix) are made part of this Agreement and are binding upon them. It is also understood by the parties that the Carrier shall

indemnify, protect and save harmless the State of New Jersey, NJ TRANSIT, their respective directors, officers, agents and employees and each and every one of them against all suits, claims, penalties and costs of every kind and description to which NJ TRANSIT may be subjected to by the Carrier's failure to comply with the ADA and the rules and regulations promulgated pursuant thereto.

Of particular concern to NJ TRANSIT is a Carrier denying or failing to accommodate any request for accessible service. Carrier's failure to provide accessible service will result in the assessment of damages in the amount of $150.00 per occurrence. The following conditions are deemed cause for such assessment:

a. Deploying a bus with an inoperable wheelchair lift, Kneeling System, Wheelchair Securement System and Public Address (PA) System;

b. Bus operators not trained in the use of wheelchair lifts, Kneeling Systems, Wheelchair Securement Systems, and Public Address (PA) Systems;

c. Inability to deploy vehicles due to wheelchair lift, Kneeling System, Wheelchair Securement System, and Public Address (PA) System inoperability;

d. Operator failing to provide assistance to passengers with disabilities when requested;

e. Operator failing to make bus announcements of major stops at intersections;

f. Operator by passing a passenger with a disability; and

g. Operator rudeness towards a passenger having a disability.

The Carrier shall maintain copies of all documentation of any and all lift reservations received for a period of one (1) year commencing on the date the reservation was received.

8. CONSCIENTIOUS EMPLOYEE PROTECTION ACT: The Carrier will be subject to the provisions of the New Jersey Conscientious Employee Protection Act, N.J.S.A. 34:19-1 et seq., which states that it is unlawful for an employer, whether public or private, to discharge, suspend or demote an employee when: a) the employee discloses, or threatens to disclose, to a supervisor or a public body, a policy, activity, or practice of the employer that the employee reasonably believes is unlawful; b) the employee provides information to, or testifies before, a public body conducting an investigation or inquiring into the employer's violations of a law, rule, or regulation; or, c) the employee objects to, or refuses to participate in, any activity, policy, or practice which the employee reasonably believes is unlawful, fraudulent or criminal, or incompatible with a clear mandate of public policy concerning public health, safety, or welfare.

9. FRAUD: Any evidence of any intentional misrepresentation by the Carrier, its officers, agents or employees shall be forwarded to the New Jersey State Attorney General for appropriate action.

10. DISPUTES: Any and all disputes arising in the performance of this Agreement which are not resolved by mutual agreement of the parties will be decided by the NJ TRANSIT Senior Director of Private Carrier Affairs. The decision will be final and conclusive unless within ten (10) calendar days from the date of receipt of its copy of the decision, the Carrier mails or otherwise furnishes a written appeal to the NJ TRANSIT Chief of Procurement and Support Services. Such appeal must state with

detail and specificity the facts and rationale for the disagreement with the decision made by the NJ TRANSIT Senior Director of Private Carrier Affairs. In connection with any such appeal, the Carrier shall, in the manner prescribed by, and at the discretion of, the Chief of Procurement and Support Services or their designee, be afforded an opportunity to be informally heard by the Chief of Procurement and Support Services or their designee, and to offer evidence in support of its position. Upon review of the papers by the Chief of Procurement and Support Services, or their designee, of the Carrier's appeal, the Chief of Procurement and Support Services or their designee shall then make a final determination, which will constitute the agency's final decision on the matter. The New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq., shall govern any action which may be brought by the Carrier as a result of NJ TRANSIT's decision.

11. NON-ASSIGNMENT: The Carrier shall not assign any of its benefits or rights nor delegate any of its obligations, responsibilities or duties under this Agreement. Any assignment made in contravention of this Section 11 will automatically, simultaneously and immediately terminate this Agreement.

12. ENTIRE AGREEMENT: This Agreement embodies the entire bus operating agreement and Equipment Lease/sublease between the parties. Notwithstanding the division of this Agreement into three (3) parts, this Agreement will be construed as one indivisible document and it may not be modified or terminated, except as specifically provided herein.

If any provision of this Agreement is found to be invalid, such invalidated provision will be considered deleted herefrom and will not invalidate the remaining provisions hereof, which will continue in full force and effect.

Except as otherwise provided herein, if the fulfillment by the Carrier of any provision of this Agreement would conflict with or fail to comply with the provisions of any applicable statute, regulation, or order of any state or federal agency or court, then non-fulfillment of such provisions will be excused solely to the extent and for the duration of the conflict or noncompliance.

13. REMEDIES NOT EXCLUSIVE; NON-WAIVER: The remedies in this Agreement provided in favor of NJ TRANSIT will not be deemed to be exclusive, but will be cumulative, and will supplement and be in addition to all other remedies in NJ TRANSIT's favor existing at law or in equity or otherwise.

The Carrier hereby waives any requirements of law, now or hereafter in effect, which might limit or modify in any manner any of the remedies herein provided for NJ TRANSIT, to the extent that such waiver is permitted by law.

NJ TRANSIT's failure to exercise any of the rights or remedies granted it hereunder regarding any action, behavior, contingency or occurrence related to or subject to this Agreement will not constitute a waiver of any such right or remedy and will not constitute consent for the continuation or recurrence of any such action, behavior, contingency or occurrence or similar action by the Carrier.

14. SERVICE LEVEL CHANGES: NJ TRANSIT reserves the right to make service level changes to the Agreement at any time by providing the Carrier with written

notice signed by the NJ TRANSIT Senior Director of Private Carrier Affairs or his/her designee.

With regard to route or schedule changes, the NJ TRANSIT Senior Director of Private Carrier Affairs or his/her designee may, at any time by written order, make changes in the routes or schedules contained in attached Exhibits A and B. If any such Service Level Change causes an increase or decrease in the Contract Miles, hours of service, or peak hour bus requirements, an equitable adjustment will be made in the Agreement price. In the event that an adjacent Carrier currently under contract with NJ TRANSIT demonstrates an inability to successfully operate within the Standards of Service set forth in its contract, whether due to emergency causes, bankruptcy, contractual default, or any other reason NJ TRANSIT deems valid, NJ TRANSIT reserves the right to transfer any or all unsupported work scope, including bus routes, to this Agreement. Within five (5) calendar days after receipt of the written Service Level Change, the Carrier shall provide NJ TRANSIT with a detailed statement of any objections it has to NJ TRANSIT's calculation of the change in Contracted Services miles, hours or peak bus requirements. Disagreements that cannot be resolved through negotiations will be resolved in accordance with the Section 10 of Part "C", “Disputes”. Regardless of any disputes, the Carrier shall continue and proceed with the work ordered.

15. CARRIER FILING OBLIGATIONS: In addition to other reports required elsewhere in this document, the Carrier shall submit reports to NJ TRANSIT, in a form prescribed by NJ TRANSIT, and Carrier shall do so within the time prescribed in **Exhibit H.** The Carrier shall also provide, as NJ TRANSIT may request, at any time, any additional information deemed necessary by NJ TRANSIT. Payment for Contracted

Services will be withheld until the respective reports required by this Agreement are received by NJ TRANSIT. The Carrier's failure to file such monthly reports will not excuse the Carrier from any assessments provided for in this Agreement.

The Carrier shall also prepare and file, by the prescribed date, any and all reports or other documents required to be filed by the Carrier with any federal, state, local or any other governmental body. Additionally, the Carrier shall comply in a timely fashion with its obligations to deposit and pay any sums due to any federal, state, local or any other governmental body pursuant to any statute, ordinance, regulation or otherwise, including, but not limited to, any fees, and taxes owed by the Carrier, and any sums withheld from employees' wages.

Upon request by NJ TRANSIT, the Carrier shall also prepare and deliver to NJ TRANSIT copies of any of the aforesaid materials, or proof of any of the aforesaid payments, including any such materials for companies affiliated with the Carrier that are directly or indirectly related to the Carrier's operations, obligations, or claims under this Agreement.

16. <u>ACCIDENT AND INCIDENT REPORTS BY CARRIER:</u> The Carrier shall promptly notify NJ TRANSIT in writing within twenty-four (24) hours of the occurrence of or receipt of any type of information or notice by the Carrier of any and all incidents, accidents, property damage, personal injury or death resulting in, or ultimately likely to result in, damage or claims exceeding five thousand dollars ($5,000) to any property or to any person arising during the possession or operation of the Equipment during the provision of the Contracted Services or attendant activities under this Agreement. In the event of any loss, theft or destruction of the Equipment or damage thereto exceeding

$500 or exceeding the value of such Equipment, whichever is lower, the Carrier shall within forty-eight (48) hours of such loss, theft, destruction or damage, notify NJ TRANSIT both by telephone and in writing, and hold the Equipment and records available for inspection by NJ TRANSIT. Within fifteen (15) business days of the event, the Carrier shall advise NJ TRANSIT whether the Equipment can be repaired within one hundred-eighty (180) calendar days of the event. In all instances, the Carrier shall either repair the Equipment to the standard or condition required under this Agreement or, when equipment has been damaged to the point where it would be considered a “total loss”, carrier will compensate NJ TRANSIT for the value of the equipment at the time of loss as provided by NJ TRANSIT’s Vehicle Depreciation Table or The Official Bus Blue Book by Bus Solution, whichever is higher and as described in Part C, Section 2 of this agreement. The Carrier shall also submit, by the seventh (7th) calendar day of each month, a report of any and all incidents, accidents and occurrences resulting in or, likely to result in any personal injury, death, or any property damage during the previous month, regardless of the dollar amount of damage or of actual or potential injury or death claims.

17. **AUDIT:** The Carrier shall maintain, and NJ TRANSIT auditors and their agents will have the right to examine and/or photocopy, the Carrier's books of account, records, reports, and all other documents that are related, directly or indirectly, to the Carrier's operations, receipts, obligations, and claims while this Agreement is in effect. The Carrier shall also allow unimpeded access to its real and personal property for the purpose of such inspections by NJ TRANSIT examiners. The Carrier shall permit NJ TRANSIT, the State of New Jersey, the Comptroller General of the United States, the United States Department of Transportation, FTA, and their respective authorized

representatives to inspect all vehicles and Equipment, leased by NJ TRANSIT to the Carrier pursuant to this Agreement, and all transportation services rendered by the Carrier through the use of such Equipment, including all relevant data and records.

Consistent with N.J.S.A. 52:15C-14 and N.J.A.C. 17:44-2.2, the Carrier shall retain all contract records and permit the authorized representatives of NJ TRANSIT, the State of New Jersey, the Office of the State Comptroller, the USDOT, the FTA and the Comptroller General of the United States and their duly authorized representatives, such as Project Management Oversight (PMO), Integrity Oversight Monitors (IOM), etc. to inspect and audit all financial data, operational data and other records of the Carrier including but not limited to disclosure forms, payment requests, change orders, invoices, certified payrolls, manifests, etc. relating to products, transactions or services provided under this Agreement including the performance of its designees from the date of the Advertisement of the RFP and for five (5) years after final payment under this Agreement has been made. The Carrier shall make documentation available with prompt access, which shall not be more than five (5) business days, to NJ TRANSIT, the State of New Jersey, the Office of the State Comptroller, the USDOT, the FTA, and the Comptroller of the United States and the duly authorized representatives of each upon written, which includes email, request to inspect and audit the documentation.

NJ TRANSIT, the State of New Jersey, the Office of the State Comptroller, the USDOT, the FTA and the Comptroller General of the United States and their duly authorized representatives also shall have the right to examine all aspects of the products, transactions and services and specifically the right to conduct interviews, on-site visits, surveillance, field activities and head counts and to perform financial audits

and operational reviews as deemed necessary to prevent, remediate or mitigate fraud, waste and abuse. Any inspection, audit or review or lack thereof shall not relieve the Carrier of responsibility for satisfactory performance of the Work. The Carrier shall maintain a true and correct set of records for all financial and operational data in sufficient detail to permit reasonable verification or correction of charges and performance in accordance with this Agreement from the date of the Advertisement of the RFP and for five (5) years after final payment under this Agreement has been made.

The Carrier further agrees to include in all its subcontracts hereunder a provision requiring the Subcontractor to keep all contract records and stating that NJ TRANSIT, the State of New Jersey, the Office of the State Comptroller, USDOT, the FTA and the Comptroller General of the United States or any of their duly authorized representatives, such as PMO, IOM etc. shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine pertinent books, documents, papers, and records of such subcontractor, involving transactions related to the Subcontractor. The term "Subcontractor" as used in this clause excludes (1) purchase orders not exceeding $10,000 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

18. <u>APPLICABLE LAW:</u> This Agreement will be construed in accordance with and governed by the procedural and substantive laws of New Jersey.

a. Compliance with Federal, State and Local Law

The Carrier shall comply with applicable laws, ordinances and codes of the United States, the State of New Jersey and local governments within the State. If NJ TRANSIT determines that the Carrier has violated or failed to comply with applicable

federal, state or local lows with respect to its performance under this Agreement, NJ TRANSIT may withhold payments for such performance and take such other action that it deems appropriate under the circumstances until compliance or remedial action has been accomplished by the Carrier to the satisfaction of NJ TRANSIT.

b. Changes to Federal Requirements

The Carrier shall at all times comply with all applicable Federal regulations, policies, procedures and directive, including without limitation those listed directly or by reference in the Master Agreement between NJ TRANSIT and the FTA, as they may be amended or promulgated from time to time during the term of this Agreement. Carrier's failure to so comply shall constitute a material breach of this Agreement.

19. <u>TERMINATION OF THE AGREEMENT FOR CONVENIENCE:</u> NJ TRANSIT reserves the right to terminate this Agreement at any time for any reason, and at its sole discretion, without any further obligation remaining for NJ TRANSIT under this Agreement, upon giving the Carrier thirty (30) calendar days' notice in writing. Termination by NJ TRANSIT, however, is also permitted at any time and without any advance notice whatsoever, as provided elsewhere in this Agreement.

In the event of termination by NJ TRANSIT, the Carrier will be given written notice by the Contracting Officer of such termination specifying the effective date thereof. Compensation will be paid to the Carrier pursuant to the terms of Part A, Section 5 ("Terms of Payment"), for the services actually performed prior to such date. After receipt of such written notice, the Carrier shall not incur any new obligations without the prior written approval of the Contracting Officer and shall cancel as many outstanding obligations so related as possible. NJ TRANSIT will evaluate each obligation deemed

non-cancellable by the Carrier in order to determine its eligibility for inclusion in compensable costs. No damages of any nature shall be claimed against NJ TRANSIT in the event it exercises this right of termination.

The Carrier has the right to terminate this Agreement provided the Carrier gives NJ TRANSIT ninety (90) calendar days written notice prior to the date of termination.

20. <u>TERMINATION OF THE AGREEMENT FOR CAUSE:</u> NJ TRANSIT may terminate this Agreement in whole or part at any time if the Carrier has materially failed to comply with the terms of the Agreement. In the event of such failure, NJ TRANSIT may, at its sole discretion, (1) terminate the Agreement immediately with written notice to the Carrier citing the provision(s) of the Agreement for which the Carrier is in default or (2) notify the Carrier of the default and allow the Carrier the opportunity to cure its failure. Where NJ TRANSIT exercises its right to allow the Carrier to cure its failure, NJ TRANSIT will promptly give written notification to the Carrier of its intent to terminate and the reasons therefore. The Carrier shall have ten (10) business days, or such additional time as NJ TRANSIT may grant in its sole discretion, after receipt of notice to cure its failure. If failure is not cured to the satisfaction of NJ TRANSIT, the Carrier shall be held in breach of contract and the Agreement will be terminated (in whole or in part) effective immediately.

After receipt of the notice of termination, the Carrier shall not incur any new obligations without the approval of NJ TRANSIT and shall cancel as many outstanding obligations as possible. NJ TRANSIT will evaluate each obligation deemed non-cancellable by the Carrier in order to determine its eligibility for inclusion in compensable costs. Compensation shall be made for Contract Services pursuant to the terms of

Exhibit M for work actually performed, completed and approved by NJ TRANSIT prior to the date of termination.

If this Agreement or any part thereof is terminated for cause, NJ TRANSIT may procure services similar to those so terminated. The Carrier shall be liable to NJ TRANSIT for any reasonable excess costs incurred for such similar services.

No damages of any nature shall be claimed against NJ TRANSIT in the event it exercises this right of termination. The rights and remedies available to NJ TRANSIT in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

If, after notice of termination of this Agreement under the provisions of this section, it is determined for any reason that the Carrier was not in default under the provisions of this section, or that the default was excusable under the provisions of this section, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 19 “Termination of the Agreement for Convenience”.

21. RETURN OF EQUIPMENT UPON EXPIRATION OR TERMINATION:

Upon the expiration of this Agreement or upon any termination of this Agreement, the Carrier's leasehold and any and all rights in the Equipment will simultaneously, immediately and automatically terminate. Any major cessation or stoppage of the Contracted Service by the Carrier as determined by NJ TRANSIT, or the termination of the Motor Bus Passenger Service Agreement between the Carrier and NJ TRANSIT shall result in simultaneous, immediate and automatic termination of this Equipment Lease/Sublease and the immediate return of the Equipment to NJ TRANSIT as provided hereunder. Immediately on or after the termination of this Agreement pursuant to any

section hereof, at the request of NJ TRANSIT regarding any unit of Equipment, the Carrier will at its own cost and expense, at the request of NJ TRANSIT, deliver possession of such unit to NJ TRANSIT at any location within the State of New Jersey as NJ TRANSIT may designate within five (5) calendar days of receipt of such designation in writing to the appropriate officer of the Carrier from NJ TRANSIT. In the absence of such designation, the Carrier shall permit NJ TRANSIT to store such Equipment in any location of the Carrier for a period not exceeding fourteen (14) calendar days at the risk of NJ TRANSIT; and thereafter, or at any time within such fourteen (14) day period, transport the same to any location within the State, all as directed by NJ TRANSIT. NJ TRANSIT, at its option, may take possession of the Equipment with its own agents, immediately upon termination of the Agreement. Upon Agreement termination, all rights of the Carrier to use the routes and to use and hold the leased Equipment will absolutely cease and terminate as though this Agreement had never been made. NJ TRANSIT, or its agents, may enter upon any premises where any of the Equipment may be situated and take possession of any and all such Equipment. Thereafter, NJ TRANSIT shall hold, possess, and enjoy the same, free from any right of the Carrier or its successors, to use the Equipment for any purposes whatsoever. After repossession of Equipment, NJ TRANSIT shall, nevertheless, have the right to recover from the Carrier any damages and expenses arising under this Agreement, including reasonable attorneys' fees.

In the event that any of the Equipment is not immediately returned to NJ TRANSIT upon the termination of this Agreement, the Carrier will be liable to NJ TRANSIT for any and all direct and indirect costs incurred by NJ TRANSIT in obtaining, securing and operating other Equipment to replace such Equipment. If for any reason the Equipment

is not returned to NJ TRANSIT as required by this Agreement, then the Carrier shall be required to pay a daily usage charge equivalent to the fair market rental value for comparable Equipment. The monies due and owing, pursuant to this Section 21, will be payable to NJ TRANSIT immediately upon presentation of an invoice for such to Carrier and may be deducted from contract payments, withheld retainage or any other funds due to the Carrier by NJ TRANSIT

22. NORMAL WEAR AND TEAR OF RETURNED EQUIPMENT: Upon expiration or other termination of this Agreement, the Carrier shall deliver the Equipment complete, operable, and in a state of good repair; provided, however, NJ TRANSIT shall allow for the normal wear and tear incidental to normal use of such Equipment in the Contracted Service. NJ TRANSIT's reasonable discretion will solely determine what constitutes normal wear and tear.

23. SALE, TRANSFER, OR CONSOLIDATION OF CARRIER: If the Carrier is sold, transferred, merged, or consolidated during the term of this Agreement, such agreement shall be filed with NJ TRANSIT at least thirty (30) calendar days prior to the operation of NJ TRANSIT Equipment by the new, merged, or consolidated enterprise. NJ TRANSIT shall have the right to immediately terminate, without any advance notice, this Agreement upon such sale, transfer, merger or consolidation of the Carrier. Failure to file the aforesaid agreement by the Carrier will give NJ TRANSIT the right to immediately terminate this Agreement.

24. INSOLVENCY: This Agreement may be immediately terminated without advance notice at the election of NJ TRANSIT if the Carrier shall have filed a voluntary petition in bankruptcy; shall have made an assignment for the benefit of creditors; shall

have been voluntarily or involuntarily adjudicated as bankrupt by any court of competent jurisdiction; or if a receiver shall have been appointed for the Carrier's business; or, if the Carrier shall have permitted or suffered any distress, attachment, levy, or execution to be made or levied against any or all of the property of the Carrier. In the event that this Agreement will have been terminated under this Section 24, the Carrier will not thereby be released of any liability or obligation for its failure to make any payment or act in any manner required hereunder by the Carrier or for the Carrier's failure or inability to perform the terms, covenants, and conditions of this Agreement.

25. NO ABATEMENT OR SET-OFF: Sums payable by the Carrier to NJ TRANSIT under any provisions of this Agreement will not be subject to any set-off, counterclaim, or recoupment whatsoever, by reason of damage to, or loss or destruction of the Equipment or any part thereof, or by reason of any interruption from whatever cause in the use, operation, or possession of the Equipment or any part thereof.

26. NJ TRANSIT CODE OF ETHICS FOR VENDORS

a. General

(1) NJ TRANSIT considers the maintenance of public trust and confidence critical to its proper functioning. Vendors of NJ TRANSIT, which for purposes of this Section includes Carriers under this Agreement, must avoid all situations where proprietary or financial interest, or the opportunity for financial gain, could lead to the favored treatment of any organization or individual. Vendors must also avoid circumstances and conduct which may not constitute actual wrongdoing, or conflict of interest, but might nevertheless constitute the appearance of questionable behavior to the general public, thus compromising the integrity of NJ TRANSIT.

(2) This policy is based upon the principles established in the New Jersey Conflicts of Interest Law (N.J.S.A. 52:13 D-12 et seq.) and the regulations promulgated by the New Jersey State Ethics Commission thereunder, as well as the Plain Language Guide to Ethical Business Conduct for Companies Transacting Business with the State of New Jersey, promulgated by the New Jersey Department of the Treasury.

(3) This Code of Ethics for Carriers shall be deemed to be a substantial and integral part of every NJ TRANSIT Invitation for Bid (IFB), Request for Proposal (RFP) and contract.

(4) This policy is intended to augment, not to replace, existing law, regulations, administrative orders and the current Uniform Ethics Code.

b. NJ TRANSIT Code of Ethics for Vendors

(1) Gifts, Gratuities And Favors

(a) A Vendor shall not, either directly or indirectly, pay, offer to pay, or agree to pay any amount of money, fee, commission, compensation, gift, gratuity or other thing of value of any kind to any NJ TRANSIT Board Member or employee or to any member of their immediate family, or to any partnership, firm or corporation with which any such Board Member or employee is employed or associated, or in which (s)he has an interest within the meaning of N.J.S.A. 52:13D-13g.

(b) A Vendor shall not give or offer any NJ TRANSIT Board Member, employee or their immediate family any amount of money, gift, loan or other thing of value regardless of whether it might be reasonably inferred that such amount of money, gift, loan, service or other thing of value was given or offered for the purpose of influencing the Board Member or employee in the discharge of his or her official duties.

In addition, Board Members, employees and their immediate family are not permitted to accept breakfasts, lunches, dinners, alcoholic beverages, tickets to entertainment and/or sporting events, wagers or other items or consideration. A Vendor may not "wine and dine" NJ TRANSIT Board Members, employees or their immediate family.

(c) NJ TRANSIT Board Members and employees may not accept any food or beverages from any Vendor with the exception of coffee, tea, soda, Danish, chips, pretzels, donuts or similar snacks, which may be provided to all attendees at a conference, seminar or business meeting. If food other than the above is provided (e.g., sandwich, pizza or a meal), the Board member or employee must pay the cost for the meal.

(d) Any questions as to what is or is not acceptable or what constitutes proper conduct for an NJ TRANSIT Board Member or employee, and any solicitation of gifts, consideration or items of value by or on behalf of a NJ TRANSIT Board Member or employee, should be referred to:

Chief Ethics Officer
NJ TRANSIT
One Penn Plaza East, 8th Floor
Newark, NJ 07105-2246
(973) 491-8820

(2) Solicitation by NJ TRANSIT Board Member or employee:

A Vendor shall immediately report in writing the solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by a NJ TRANSIT Board Member or employee, to NJ TRANSIT's Chief Ethics Officer, the New Jersey Attorney General and the State Ethics Commission.

(3) Business, commercial or entrepreneurial relationship:

Whether or not pursuant to employment, contract or other agreement, expressed or implied, a Vendor shall not, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, or sell any interest in such Vendor to any NJ TRANSIT Board Member or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to NJ TRANSIT or with any person, firm or entity with which (s)he is employed or associated or in which (s)he has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to NJ TRANSIT's Chief Ethics Officer.

(4) General Standards:

(a) A Vendor shall not influence, or attempt to influence or cause to be influenced, any NJ TRANSIT Board Member or employee in his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment of any Board Member or employee.

(b) A Vendor shall not request, influence, or attempt to request, influence or cause to be requested or influenced, any NJ TRANSIT Board Member or employee to use, or attempt to use, his/her official position in any manner to secure unwarranted privilege or advantage for the Vendor or any other person.

(5) Protected/Confidential Information:

(a) A Vendor may not profit, directly or indirectly, from the use of any secret or confidential NJ TRANSIT information, knowledge or data that has been illicitly disclosed.

(b) Vendors and their employees may not use any secret or confidential NJ TRANSIT information, knowledge or data for any purposes other than complying with their contractual obligations to NJ TRANSIT.

(6) Intellectual Property:

A Vendor may not use NJ TRANSIT branding, logo or any promotional or marketing materials without prior written approval from the NJ TRANSIT Communications Department.

(7) Employment Offers:

(a) Current State Employees/Future Employment: If a Vendor offers a job to a NJ TRANSIT employee, with whom they have direct and substantial contact, such offer or solicitation must be immediately disclosed to management and the Chief Ethics Officer. Please also note that NJ TRANSIT employees must secure prior approval for secondary employment. Depending on the Vendor's relationship with the employee, the Vendor's employment offer may be disapproved, and the NJ TRANSIT employee could be screened from taking any official action with respect to the particular Vendor contracts, applications, or matters in the future.

(b) Former State Employees: After leaving NJ TRANSIT, employees are under a lifetime ban against the use or provision of information not generally available to the public acquired during their employment. Additionally, former employees are prohibited from representing or assisting a Vendor concerning a particular contract or other matter if they were substantially and/or directly involved in that particular contract or other matter while employed by NJ TRANSIT.

(8) Failure to Comply:

A Vendor's failure to comply with this policy may result in termination of the contract or debarment pursuant to N.J.A.C. 16:72-5.2. Additionally, violations of certain provisions of the Conflict of Interest Law are subject to a fine not to exceed $1,000, or imprisonment not to exceed six months, or both.

27. MODIFICATION OF AGREEMENT

a. Notwithstanding the provisions of Section14, of this Part C, Service Level Changes, the Contracted Service set forth in this Agreement may be reduced, modified or expanded within the scope of this Agreement by written Amendment executed by NJ TRANSIT and the Carrier.

Except as provided in Paragraph B, below, in the event that NJ TRANSIT requires a reduction, expansion, or modification of the Agreement, the Contracting Officer shall issue to the Carrier a written notification which specifies such reduction, expansion, or modification. An Amendment shall be effective only if executed in writing by both parties.

b. Notwithstanding Paragraph A. above, the Contracting Officer may at any time, by written order, make changes within the general scope of this Agreement to the work to be performed by the Carrier. If any such change causes an increase or decrease in the estimated cost of, or the time required for, the performance of any part of the work under this Agreement, whether or not changed by the order, the Contracting Officer may make such adjustments as are appropriate and equitable and shall modify the Agreement in writing accordingly. Any claim by the Carrier for adjustment under this clause must be asserted within thirty (30) calendar days from the date of receipt by the Carrier of the notification of change; provided however, that the Contracting Officer, if he

decides that the facts justify such action, may receive and act upon such claim asserted at any time prior to final payment under this Agreement. Failure to agree to any adjustment shall be a dispute within the meaning of Section 10, Disputes. However, nothing in this clause shall excuse the Carrier from proceeding with the Agreement as changed.

c. No services for which an additional cost or fee will be charged by the Carrier shall be furnished without the prior express written authorization of the Contracting Officer or Senior Director of Private Carrier Affairs allowed by Section14, Service Level Changes.

d. Unless specified in a written contract modification, no change, reduction, modification or expansion of the Contracted Service within or beyond the scope of this Agreement shall serve to modify the terms and conditions of this Agreement.

All additional or supplemental work authorized under this provision will be incorporated into the Agreement by Amendment pursuant to Section 27, of this Part C, MODIFICATION OF AGREEMENT. The Amendment will describe the additional or supplemental work with any associated cost changes.

28. <u>BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. 1352:</u> Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must

also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

29. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

30. CLEAN AIR ACT, 42 U.S.C. 7401-7671Q, AND THE FEDERAL WATER POLLUTION CONTROL ACT, 33 U.S.C. 1251-1387, AS AMENDED: Carrier agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

31. FLY AMERICA REQUIREMENTS: The Carrier agrees to comply with 49 U.S.C. § 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 C.F.R. Part 301-10, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by

foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Carrier shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Carrier agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

32. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT: If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

33. PATENT RIGHTS AND RIGHTS IN DATA:

A.) Rights in Data

1.) The term "subject data" as used herein means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this Agreement. The term includes graphic or pictorial delineations in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine

forms such as punched cards; magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to, computer software, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term does not include financial reports, cost analyses, and similar information incidental to contract administration.

2.) All "subject data" first produced in the performance of this Agreement shall be the sole property of NJ TRANSIT. The Carrier agrees not to assert any rights at common law or equity and not to establish any claim to statutory copyright in such data. Except for its own internal use, the Carrier shall not publish or reproduce such data in whole or in part, or in any manner or form, nor authorize others to do so, without the written consent of NJ TRANSIT until such time as NJ TRANSIT may have released such data to the public.

3.) The Carrier agrees to grant and does hereby grant to NJ TRANSIT and to its officers, agents, and employees acting within the scope of their official duties, a royalty-free, nonexclusive, and irrevocable license throughout the world:

a.) To publish, translate, reproduce, deliver, perform, use, and dispose of, in any manner, any and all data not first produced or composed in the performance of this Agreement, but which is incorporated in the work furnished under this Agreement; and

b.) To authorize others so to do.

4.) The Carrier shall indemnify and save and hold harmless NJ TRANSIT, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Carrier of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use, or disposition of any data furnished under this Agreement.

5.) Nothing contained in this Article shall imply a license to NJ TRANSIT under any patent or be construed as affecting the scope of any license or other right otherwise granted to NJ TRANSIT under any patent.

6.) Paragraphs 3 and 4, above, are not applicable to material furnished to the Carrier by NJ TRANSIT and incorporated in the work furnished under the Agreement; provided that such incorporated material is identified by the Carrier at the time of delivery of such work.

7.) In the event that the project, which is the subject of this Agreement, is not completed, for any reason whatsoever, all data generated under this Agreement shall become subject data as defined in this clause and shall be delivered as NJ TRANSIT may direct.

B.) Patent Rights

1.) NJ TRANSIT shall own any patent or copyright to, and the

right to patent or copyright, any plan, drawing, design, specification, report, software, study, survey, data, compositions of matter, manufactures, apparatus, appliances, processes of manufacture or types of construction or materials, regardless of medium (hereafter "Material") prepared by or for the Carrier, any Subcontractor, or by their respective Carriers, agents, officers or employees in connection with performance of the Scope of Services under this Agreement as set forth in **Exhibit A**. Carrier deems all Material produced pursuant to this Agreement as work-made-for-hire under the Federal Copyright Law, United States Copyright Act, 17 U.S.C. § 101, and, to the extent not so deemed, the copyright thereto is hereby assigned to the NJ TRANSIT. Upon completion of the services or the earlier termination of this Agreement, the Carrier shall deliver to NJ TRANSIT all such Material, including such documentation, certifications, and executed forms, assignments and agreements as may be necessary to enable the NJ TRANSIT to fully own, patent or copyright such Material.

2.) If the Material or portions of the Material may be patented or copyrighted by others or are subject to other protection from use or disclosure, then the Carrier must grant or secure for NJ TRANSIT, a royalty-free perpetual license to use the Material for any purpose, without additional compensation. NJ TRANSIT shall have the right to use or permit the use of Materials, and also any oral information received by NJ TRANSIT in connection with performance of the Scope of Services as set forth in **Exhibit A** and any ideas or methods represented by such Materials, for any

purposes and at any time without additional compensation.

3.) Subject to the provisions set forth in this section, the Carrier shall defend and indemnify NJ TRANSIT against and save them harmless from all loss and expense incurred in the defense, settlement or satisfaction of any claims in the nature of infringement of any tangible or intangible property right including contract, patent, copyright, trademark or trade secret infringement or unfair competition arising out of or in connection with the use, in accordance with preceding paragraphs 1 and 2 of this Section, of such Materials or portions thereof which are patentable or which may be, or are, copyrighted or trademarked, or otherwise protected by law. If requested by the NJ TRANSIT and if notified promptly in writing of any claim as to which the Carrier shall indemnify NJ TRANSIT, the Carrier shall conduct all negotiations with respect to, and defend, such claim without expense to NJ TRANSIT or such affiliate or subsidiary. If NJ TRANSIT be enjoined from using the product of the Services or any portion thereof as to which the Carrier is to indemnify NJ TRANSIT against such claims, NJ TRANSIT may, at its option and without thereby limiting any other right it may have hereunder or at law or in equity, require the Carrier to provide at its own expense, equivalent substitutes for such product or affected portion thereof not subject to such injunction and not infringing any patent, copyright, trademark trade secret or other protection from use or disclosure, and if the Carrier shall fail to do so, the Carrier shall, at its expense, refund the cost of the offending product or portion thereof to NJ TRANSIT or take

such steps as may be necessary to ensure compliance by NJ TRANSIT with such injunction, to the satisfaction of NJ TRANSIT.

4.) If any invention, improvement, or discovery of the Carrier is conceived or first actually reduced to practice in the course of or under this Agreement, which invention, improvement or discovery may be patentable under the laws of the United States of America or any foreign country, the Carrier shall immediately notify NJ TRANSIT and provide a detailed report to FTA.

5.) The rights and responsibilities of NJ TRANSIT, the Carrier and the FTA with respect to such invention, improvement, or discovery will be determined in accordance with applicable Federal laws, regulations, policies and any waiver thereof.

34. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 40 U.S.C. 3701-3708: Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor/Carrier must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or

under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

35. SEISMIC SAFETY: The Carrier agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 C.F.R. Part 41 and will certify to compliance to the extent required by the regulation. The Carrier also agrees to ensure that all work performed under this Contract including work performed by a Subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

36. DAVIS-BACON ACT, 41 U.S.C. 3141-3148, AS AMENDED:

As applicable and when required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all

suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The provisions of 29 C.F.R. 3.1 to 3.11 are incorporated into this contract as if set forth at length herein.

37. **PROCUREMENT OF RECOVERED MATERIALS:** As applicable, pursuant to 2 C.F.R. 200.323, the Carrier agrees to provide a preference for those products and services that conserve natural resources, protect the environment and are energy efficient by complying with and facilitating compliance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency's "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. Part 247.

38. **USE OF RECOVERED MATERIALS (RCRA Requirements):** The Carrier agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

39. **NON-RESTRICTIVE CLAUSE:** Wherever brand names may appear in this Contract, they are included for the purpose of establishing identification and a

general description of the item. Wherever such names may appear, the term "or approved equal" is considered to follow. The decision on the approved equal will be rendered by NJ TRANSIT at its sole discretion.

40. EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS: Except where otherwise required by Federal statute or regulations, the Contractor agrees that it will comply with the requirements of 49 U.S.C. § 5323(h)(3) by refraining from using exclusionary or discriminatory specifications in the performance of the work.

41. DOMESTIC PREFERENCES FOR PROCUREMENT In accordance with 2 C.F.R. 200.322, the Carrier is advised of NJ TRANSIT's preference, to the greatest extent practicable, for the purchase, acquisition, or use of goods, products, or materials, produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

(1) For purposes of this section:

i. ‘‘Produced in the United States’’ means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

ii. “Manufactured products’’ means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

42. SEALS: Carrier shall not use the State or federal seals, logos, crests or reproductions of flags without written approval of the State or federal government, as applicable.

43. FEDERAL PROVISIONS RELATED TO CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

The Contractor shall abide by 2 C.F.R. 200.216, which prohibits recipients and subrecipients of federal funds from entering into contracts (or extending or renewing a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment means telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Additional prohibitions include:

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

The Contractor agrees to extend this provision to its subcontractors.

44. TRANSITION: In the event that a new Contract has not been awarded prior to the expiration date of this Contract, including any extensions exercised, and the Contracting Officer elects to exercise this Contract transition, the Contractor shall continue the Contract under the same terms, conditions, and pricing until a new Contract can be completely operational. At no time shall this transition period extend more than 365 Calendar Days beyond the expiration date of this Contract, including any extensions exercised.

45. EXTENSION: If in the opinion of the Contracting Officer, it is in the best interest of NJ TRANSIT to extend the Contract, the Contractor shall be so notified of the Contracting Officer's intent at least thirty (30) Calendar Days prior to the expiration date of the existing Contract. The Contractor shall have fifteen (15) Calendar Days to respond to the Contractor Officer's request to extend the term and period of performance of the Contract. If the Contractor agrees to the extension, all terms and conditions including pricing of the original Contract shall apply unless more favorable terms for NJ TRANSIT have been negotiated.

46. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES:

The Carrier agrees that absent the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to any sub-recipient, any third-party contractor, or any other person not a party to the Contract in connection with the performance of the project. Notwithstanding any concurrence provided by the Federal Government in the approval of any solicitation, sub-agreement, or third party contract, the Federal Government continues to have no obligations or liabilities to any party, including the sub-recipient and third party contractor.

47. <u>ATTACHMENTS/EXHIBITS:</u> All of the following Appendices, Attachments, and Exhibits, are annexed hereto and made a part of this agreement:

Attachment A to this Agreement: RFP and Scope of Services

Attachment B to this Agreement: Cost Information

Attachment C to this Agreement: NJ TRANSIT Travel and Business Reimbursement Guidelines

Attachment D to this Agreement: DBE Requirements and Forms

Attachment E to this Agreement: Carrier's Certifications/Compliance Documents

Attachment F to this Agreement: Addenda

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on _____.

Witness:

_____

NEW JERSEY TRANSIT CORPORATION

_____
By: Jignasa Desai-McCleary
Chief, Procurement & Support Services

Witness:

_____

CARRIER

_____
By: Contact
Title

Date:_____

This Agreement for Operating Motor Bus Passenger Service and Equipment Lease has been reviewed and is hereby approved only as to form.

Gurbir S. Grewal
Attorney General of New Jersey

_____
By: Deputy Attorney General

Date:_____

NEW JERSEY TRANSIT REQUEST FOR PROPOSAL NO. 21-030

MIDDLESEX COUNTY LOCAL BUS SERVICE

APPENDIX - B

APPENDIX B

NJ TRANSIT

TECHNICAL PROPOSAL PACKAGE FOR

RFP NO. 21-030

MIDDLESEX COUNTY LOCAL BUS SERVICE

COMPANY NAME: _____

Date Submitted: _____

TECHNICAL PROPOSAL PACKAGE

TABLE OF CONTENTS

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TECHNICAL PROPOSAL PACKAGE
RFP NO. 21-030
MIDDLESEX COUNTY LOCAL BUS SERVICE

Contract Name: _____

Company Name: _____

Company Address: _____

_____

_____

Executive Officer: _____

Contact Person: _____

Telephone Number: _____

E-Mail Address: _____

INSTRUCTIONS:

GENERAL:

- All forms included, and/or requested in the Proposal package must be submitted by the Carrier when responding to the RFP in accordance with RFP Section E.6. The Proposal package must address completely all items requested in the RFP. These items do not limit the size or content of the Proposal package.

- **Proposals which do not comply with all of the requirements of the RFP, may be rejected by NJ TRANSIT as non-responsive.**

- A Secure File Transfer Site (SFTS) tool via Microsoft OneDrive is being utilized to provide a secure method for facilitating file transfers from outside parties. The Technical Proposals, Cost Proposals and Certifications shall be uploaded separately to the provided Microsoft OneDrive link.

- **TECHNICAL PROPOSAL MUST UPLOADED IN A SEPARATE FILE FROM THE COST PROPOSAL PACKAGE.**

UNDERSTANDING OF THE SERVICE TO BE PROVIDED:

The purpose of this section is to ascertain and evaluate the Carrier's understanding of the service to be provided.

- The Carrier should provide the information requested on Pages 8-10 concerning the Garage Facilities. The Carrier may add any additional information to this form that it feels provides a better understanding of the facilities to be provided.

- The Carrier should maintain adequate staffing levels to operate the proposed service.

EXPERIENCE AND QUALIFICATIONS OF THE COMPANY IN PROVIDING LOCAL TRANSIT SERVICE:

The purpose of this section is to ascertain and evaluate the experience and qualifications of the company in providing local transit service.

- The Carrier must supply evidence of having successfully operated service of a similar nature to those described in the RFP and must provide a description of its ability to provide such services (complete Pages 11-14).

- The Carrier must provide a minimum of **three (3) credit references;** to include at least one (1) reference from a bank which indicates the Carrier's credit worthiness and one (1) reference from the transit industry.

- The Carrier must provide a list of all other companies or agencies that it or any of its affiliates provided contract bus service to during the past five (5) years. Said list must include a description of the service and the name and telephone number of a contact person at that agency.

- The Carrier must provide at least **three (3) trade references** from major suppliers such as fuel, parts, insurance, etc. References should include the number of years associated, credit terms extended, etc.

MIDDLESEX COUNTY LOCAL BUS SERVICE PROPOSAL PACKAGE

PROPOSED PERSONNEL

Job Title	Number of Employees	Union (Y/N) Name & Local #	# of Hours per week	Overtime Eligible Y/N
TRANSPORTATION PERSONNEL:				
MAINTENANCE PERSONNEL:				
TOTAL				
FACILITY GARAGE PERSONNEL:				
TOTAL				
ADMINISTRATIVE PERSONNEL:				
TOTAL				
Total Number of Employees:				

Total number of peak vehicles necessary to operate service:_____, spares:_____

MIDDLESEX COUNTY LOCAL BUS SERVICE PROPOSAL PACKAGE

INSURANCE EXPENSES

A QUOTE FROM AN INSURANCE AGENT MUST BE INCLUDED AS AN ATTACHMENT ALONG WITH ALL CORRECT CERTIFICATES OF INSURANCE.

TYPE OF COVERAGE	INSURANCE CARRIER
BUS LIABILITY (Include All Layers of Coverage)	
BUS PHYSICAL DAMAGE	
OTHER VEHICLE LIABILITY	
GENERAL LIABILITIES	
WORKERS COMPENSATION	

MIDDLESEX COUNTY LOCAL BUS SERVICE PROPOSAL PACKAGE

COMPANY INFORMATION

1. List all affiliated companies, corporations, partnerships, individual proprietorships, or trusts. Indicate any type of transaction that will occur with these affiliates. If none, please indicate with N/A.

_____

_____

_____

2. List the names, addresses and compensations paid, including any expense allowances of all company officers and executives (Including all applicable affiliates).

_____

_____

_____

3. List all management personnel to be utilized in operation/oversight of this service. Include a brief resume and summary of responsibilities relating to this service.

Employee Name	Description of Responsibilities Related to Service

COMPANY INFORMATION (CONTINUED)

4. **PROVIDE THE FOLLOWING REFERENCES:**

a. Bank(s) (detailing years of association and credit worthiness)

b. Trade (three references from major suppliers including years of association and current credit terms)

c. Transit Industry (regarding previously contracted work, chartered work or any other transportation services)

5. List all relevant facts concerning **LEGAL PROCEEDINGS AGAINST** the company/affiliates as required by the Request for Proposal (attach additional sheets if necessary). All written complaints and lawsuits alleging discrimination must be listed separately.

_____

_____

_____

6. List all relevant facts concerning **CRIMINAL CONVICTIONS AGAINST** company/affiliate officers or executives as required by the Request for Proposal (attach additional sheets if necessary).

_____

_____

_____

7. List all relevant facts concerning **LEGAL PROCEEDINGS BY** the company/affiliates against others as required by the request for Proposal (attach additional sheets if necessary).

_____

_____

_____

COMPANY INFORMATION (CONTINUED)

8. Attach current copy of Certificate of Operating Authority (STB, DOT) that evidences your authority to operate this service. Also, attach a copy of the most recent U.S. DOT Safety Compliance Inspection, showing a satisfactory rating.

9. Attach most recent audited financial statement for operating company (if newly formed venture, attach audited financial statement pertaining to parent company).

10. Proposals shall include a copy of the Carrier's existing policy addressing employee drug and alcohol testing and copies of the Carrier's FTA or FHWA (Federal Highway Administration) drug and alcohol testing MIS Data Collection Forms for the most recent period completed.

11. Provide information relative to the completion of the DBE Goal assigned to this contract. This information must be submitted for each DBE the Carrier plans on using and reporting for the duration of the contract. Include the following:

- Name of Company
- Address of Company
- Products or services provided by the company
- Contact person with phone number and e-mail address
- Title or position of contact person

Additionally, include partially completed DBE forms A, A1, A2, B, C, and D of Appendix H (without the dollar values) with the Technical Proposal. The f**ully completed DBE forms must be included with the Cost Proposal**.

12. A three percent (**3%) Race Conscious Disadvantaged Disadvantaged Business Enterprise (DBE)** goal has been assigned to this contract. Include **partially** completed forms A, A1, A2, B, C and D (in Appendix H **without the dollar values) with the Technical Proposal.**

13. The Carrier should submit with its Proposal the Business Registration Certificates for all team members, but no later than the date of Contract award .

MIDDLESEX COUNTY LOCAL BUS SERVICE PROPOSAL PACKAGE

GARAGE FACILITIES

Instructions: **Carriers shall provide the following information as requested below:**

1. Address and location of garage:

_____

_____

2. State whether garage is owned or leased (if leased, provide name and address of owner and attach hereto a copy of current lease).

_____

_____

3. State size of facility area (inside and outside), including storage and parking capacity.

_____

_____

4. Include site drawing denoting: maintenance work area(s), washing and servicing area(s), fueling area(s), vaulting area(s), dispatch area(s), driver's rest area(s), locker area(s), administrative area(s), and storage/parking areas.

5. Describe the security systems, barriers and procedures that are in place to maintain the integrity of funds, vehicles, and equipment for both the outside grounds and facility.

_____

_____

_____

GARAGE FACILITIES (CONTINUED)

6. **Total number of work-stalls (work-bays)** _____
(Includes work-stalls with pits or lifts)

6a. Number of pits: _____

6b. Number and type of lifts:

_____

_____

7. Describe washing and cleaning equipment and facilities:

_____

_____

8. List number of fuel tanks, capacity and location:

_____

_____

9. Describe system for handling bulk fluid storage, means, capacities and disposal procedures:

_____

_____

10. List and describe:

(1) Indoor bus storage area-capacity;
(2) Driver locker room facilities and capacity; and,
(3) Lost and found procedures (reporting, securing and reclamation):

_____

_____

GARAGE FACILITIES (CONTINUED)

11. Describe safety procedures in effect:

12. Describe fire protection system and procedures in effect:

13. State whether other operations utilize your garage facilities (include name and copy of service agreement, if any): Indicate the number of buses operating out of the garage for each company.

14. Please provide any other information, which may be of assistance in evaluating your garage facility:

MIDDLESEX COUNTY LOCAL BUS SERVICE PROPOSAL PACKAGE

OPERATING INFORMATION

1. Carrier's experience in operating service similar to this service. Has Carrier operated prior service under contract with **NJ TRANSIT:**

_____

_____

_____

_____

_____

_____

_____

2. List total number of vehicles currently operated by company and affiliate(s), including type and make:

Company Name	Bus Type	Bus Make	Total Buses

OPERATING INFORMATION (CONTINUED)

3. List all types of maintenance work to be performed by an outside contractor, or to be performed by the parent/affiliate company at a facility different from the proposed site:

4. Provide a complete description of the preventive maintenance procedures for the vehicles that will be utilized in the operation of this service. Include scope of work to be performed, service intervals, inspection procedures, handling of daily defects, road failures and maintenance record keeping. **Include full size copies of all applicable forms and documents.** Describe in detail how the forms are used, including mileage, time intervals, oil analysis intervals and procedures, and handling of deferred work. (Refer to Exhibit J of RFP No. 20-017 - Maintenance Standards & Requirements)

5. Provide a separate preventive maintenance program for the vehicle air conditioning systems that meets or exceeds NJ Transit's and the manufacturers recommended or specified preventive maintenance program. This will include a sample inspection form, which will detail how it is used, and include: mileage intervals and deferred work categories.

OPERATING INFORMATION (CONTINUED)

6. Provide a vehicle cleaning schedule and sample inspection form. The schedule and inspection form will show what operations are performed on a daily, weekly and monthly basis.

7. Provide a description of the program to be utilized to inspect (including driver and maintenance staff inspections) to maintain the Revenue Collection Equipment which will be used in the operation of this service. Also describe the control procedures that will be used to ensure the accuracy of Farebox & Revenue System information and to monitor ridership & revenue on this service.

8. A summary of the training/experience of the maintenance personnel should be included with the Proposal, ASE (Automotive Service Excellence) certification of the maintenance personnel in the pertinent areas is recommended.

9. Please provide any other information which may be of assistance in evaluating your operating experience (attach additional sheets if necessary):

OPERATING INFORMATION (CONTINUED)

10. <u>Fuel Costs</u>:

Cost Per Gallon: (net of taxes)

FY 2022:_____
FY 2023:_____
FY 2024:_____
FY 2025:_____
FY 2026:_____
FY 2027:_____
FY 2028:_____
FY 2029:_____

Projected Number of Gallons: (diesel)

FY 2022:_____
FY 2023:_____
FY 2024:_____
FY 2025:_____
FY 2026:_____
FY 2027:_____
FY 2028:_____
FY 2029:_____

Projected Miles Per Gallon:

FY 2022:_____
FY 2023:_____
FY 2024:_____
FY 2025:_____
FY 2026:_____
FY 2027:_____
FY 2028:_____
FY 2029:_____

OPERATING INFORMATION (CONTINUED)

Projected Annual Mileage:

FY 2022:_____

FY 2023:_____

FY 2024:_____

FY 2025:_____

FY 2026:_____

FY 2027:_____

FY 2028:_____

FY 2029:_____

FUEL VENDOR NAME: _____

11. Attach detailed schedules for maintenance of **NJ TRANSIT** leased/subleased equipment in accordance with maintenance standards provided as part of the RFP package.

12. Attach all scheduling documents (i.e., run-guides and paddles) relating to the construction of the service to be operated. Utilizing the head-ways/schedules provided by **NJ TRANSIT in the RFP**, demonstrate how all runs are constructed, including all hook-ups, reliefs and Deadheads. **DO NOT ENCLOSE A SAMPLE OF YOUR PROCESS- A FULL SCHEDULE IS REQUIRED.**

13. The buses assigned to this contract may be operating with Carrier leased tires. Upon receipt of these vehicles, the tire lease must either be transferred, bought out or the tires replaced with Carrier owned tires. Provide a detailed plan for how you will handle the tire transfer.

14. The Appendices listed below shall be completed and included with the Proposer's Technical Proposal:

Appendix D	-	Intentionally Left Blank
Appendix E	-	Department of Transportation Title VI Assurance
Appendix F	-	Intentionally Left Blank
Appendix G	-	Intentionally Left Blank
Appendix H	-	Partially completed DBE Forms A, A1, A2, B, and C
Appendix I	-	Intentionally Left Blank
Appendix J		Ownership Disclosure Form
Appendix K	-	Intentionally Left Blank
Appendix L	-	Affidavit of Compliance with NJ TRANSIT's Code of Ethics for Vendors and State of New Jersey Ethics Laws
Appendix M	-	Disclosure of Investment Activities in Iran Form
Appendix N	-	Non-Collusion Affidavit
Appendix O	-	Contractor's Certification of Eligibility
Appendix P	-	Source Disclosure Form
Appendix Q	-	Statement of Joint Venture for Professional Services
Appendix R	-	Acknowledgment of Receipt of Addenda
Appendix S		Intent to Propose Form
Appendix T		Certification of Contracts, Grants, Loans & Cooperative Agreements (Byrd Anti-Lobbying Certification)
Appendix U		Certification of No Tax Liability or Felony Conviction
Appendix V		Intentionally Left Blank
Appendix W		NJ TRANSIT Protest Procedures

NEW JERSEY TRANSIT REQUEST FOR PROPOSAL NO. 21-030

MIDDLESEX COUNTY LOCAL BUS SERVICE

APPENDIX - C

APPENDIX C

NJ TRANSIT

MIDDLESEX COUNTY LOCAL BUS SERVICE

COST PROPOSAL PACKAGE FOR

RFP NO. 21-030

CONTRACT NAME: _____

COMPANY NAME: _____

DATE SUBMITTED: _____

COST PROPOSAL PACKAGE
RFP NO. 21-030
MIDDLESEX COUNTY LOCAL BUS SERVICE

Company Name: _____

Company Address: _____

_____

_____

Executive Officer: _____

Contact Person: _____

Telephone Number: _____

INSTRUCTIONS:

GENERAL:

All forms included, and/or requested in the Proposal package **must** be submitted by the Carrier when responding to the RFP in accordance with RFP Section E.6. The Proposal package must address completely all items requested in the RFP. These forms do not limit the size or content of the Proposal package.

A Secure File Transfer Site (SFTS) tool via Microsoft OneDrive is being utilized to provide a secure method for facilitating file transfers from outside parties. The Technical Proposals, Cost Proposals and Certifications shall be uploaded separately to the provided Microsoft OneDrive link.

COST PROPOSAL MUST BE UPLOADED IN A SEPARATE FILE FROM THE TECHNICAL PROPOSAL PACKAGE.

REQUEST FOR PROPOSALS
COST PROPOSAL PACKAGE
INSTRUCTIONS

1. Required Information and Forms

The following forms and information are required to be submitted as part of the Cost Proposal:

- Proposal Certification Form
- Statement of Proposed Costs Form
- Proposed Personnel Form
- Union Information Form
- Copy of Union Agreement(s)
- Insurance Expense Form
- Quote(s) from Insurance Agent
- Fuel Expense for Revenue Vehicles Form
- Detailed Supporting Schedule(s) for Fringe Benefits Expenses
- **Fully Completed DBE Forms** A, A1, A2, B, C, and D of Appendix H.

2. Statement of Proposed Costs Form

The Fringe Benefits expense account for each classification of labor includes all employment taxes (e.g., FICA, unemployment, disability), insurance, and benefit costs.

The reference in the "TYPE" column on the Statement of Proposed Costs indicates whether the expense account is considered a Cost per Hour(H), Cost per Mile(M), or Other Cost(O).

Summarize the proposed expenses by "TYPE" on the Summary of Proposed Costs on the bottom of the last page of the Statement of Proposed Costs Form.

Labor costs: when projecting labor costs, the Carrier should anticipate the wage rates to be in effect for the full contract period and should use these anticipated wage rates in the projections. Under no circumstances will adjustments be made to the contract for higher than anticipated labor rates.

3. Proposal Certification Form

The Supplemental Statistics (RFP - Exhibit C) and the Statement of Proposed Costs are the source documents for the information required on the Proposal Certification Form. The annual Contract Hours and Miles are supplied in Exhibit C to the RFP.

Calculate the Bid Cost per Contract Hour for each contract period by dividing the Hourly Costs amount by period from the Summary of Proposed Costs on the Statement of Proposed Costs Form. Round the resulting amount to two digits ($x.xx with $0.045 or higher becoming $0.05). These Bid Cost per Contract Hour rates are utilized to calculate the Total Cost Bid and will be utilized to determine the payments throughout the duration of the contract.

Calculate the Bid Cost per Contract Mile for each contract period by dividing the Mileage Costs amount by period from the Summary of Proposed Costs on the Statement of Proposed Costs Form. Round the resulting amounts to two digits ($x.xx with $0.045 or higher becoming $0.05). These Bid Cost per Contract Mile rates are utilized to calculate the Total Cost Bid and will be utilized to determine the payments throughout the duration of the contract.

To complete the Total Bid Cost schedule, calculate the Hourly Costs and Mileage Costs amounts for each contract period by multiplying the Annual Contract Hours times the Bid Cost per Contract Hour and the Annual Contract Miles times the Bid Cost per Contract Mile, respectively. Round the resulting amounts to whole dollars. The amounts for Other Costs are from the Summary of Proposed Costs on the Statement of Proposed Costs Form. Please note that the total amounts on this Total Bid Cost schedule may differ from the totals on the Statement of Proposed Costs Form.

Add the amounts in each column for the Total Proposed Cost for each contract period and add across to the Total Proposed Costs Form.

Complete the information required in the certification section at the bottom of the form, including the signature of an authorized official of the company.

COMPANY NAME _____

RFP No. 21-030
PROPOSAL PACKAGE
PROPOSAL CERTIFICATION FORM

Service Area Middlesex County Local Bus Service

Route Nos. 801, 802, 803, 804, 805, 810, 811, 813, 814, 815, 817, 818, 819 and 822

						Option Period #1				Option Period #2			
OPERATING STATISTICS		May 29, 2022 June 30, 2022	July 1, 2022 June 30, 2023	July 1, 2023 June 30, 2024	July 1, 2024 May 24, 2025	May 25, 2025 June 30, 2025	July 1, 2025 June 30, 2026	July 1, 2026 May 29, 2027	May 30, 2027 June 30, 2027	July 1, 2027 June 30, 2028	July 1, 2028 May 26, 2029	**TOTALS**
PEAK VEHICLE REQUIREMENT												
PAY HOURS	(INCLUDING DEADHEAD)											
COST PER HOUR	(INCLUDING DEADHEAD)											
CONTRACT HOURS	(PROVIDED BY NJT)	9,766.71	109,108.57	108,692.77	98,015.09	10,778.14	108,793.23	99,446.19	9,396.08	109,419.61	98,568.37	**761,984.76**
BID COST PER CONTRACT HOUR (ROUNDED TO 2 Decimals)												
TOTAL MILES	(INCLUDING DEADHEAD)											
COST PER MILE	*(INCLUDING DEADHEAD)*											
CONTRACT MILES	(PROVIDED BY NJT)	135,563.88	1,514,943.18	1,509,328.10	1,360,984.12	149,650.58	1,510,634.70	1,380,782.24	130,432.78	1,519,080.68	1,368,673.63	**10,580,073.89**
BID COST PER CONTRACT MILE (ROUNDED TO 2 Decimals)												
NUMBER OF DAYS	(PROVIDED BY NJT)	33	363	364	326	37	363	331	32	364	329	**2,542**
COST PER DAY												

TOTAL COST BID

HOURLY COSTS	*(IN U.S. DOLLARS)*											
MILEAGE COSTS	*(IN U.S. DOLLARS)*											
OTHER COSTS	*(IN U.S. DOLLARS)*											
TOTAL PROPOSED COST	*(IN U.S. DOLLARS)*											

The Carrier, by completion of this proposal package, certifies that he has reviewed the enclosed Request for Proposal and agrees the above Proposal Price is the cost to NJ TRANSIT for supplying the service as specified therein, and also certifies that he is authorized to obligate his company to provide the services as specified in the enclosed proposal documents.

Type or Print Name	Type or Print Name	Address
Title	Date	Phone Number
Firm		

RFP No. 21-030 **COMPANY NAME:** _____

STATEMENT OF PROPOSED COSTS **** amounts must be supported by detailed schedule showing the basis for the calculation.***

TYPE	Acct#		ACCOUNT DESCRIPTION	05/29/22 06/30/22	07/01/22 06/30/23	07/01/23 06/30/24	07/01/24 05/24/25	OPT. PER. #1 05/25/25 06/30/25	07/01/25 06/30/26	07/01/26 05/29/27	OPT. PER. #2 05/30/27 06/30/27	07/01/27 06/30/28	07/01/28 05/26/29	Total
			OPERATIONAL EXPENSES											
			TRANSPORTATION EXPENSES											
H	50101		OPERATORS LABOR											
H	50102		P/T OPERATORS LABOR											
H	50105		STARTER / ROADMEN SALARIES											
H	50201		* FRINGE BENEFITS - OPERATORS											
H	50201		* FRINGE BENEFITS - STARTER / ROADMEN											
H	51201		LEASES & RENTALS - REVENUE VEHICLES											
H	51201		LEASES & RENTALS - NON-REVENUE VEHICLES											
M	50411		FUEL - REVENUE VEHICLES											
M	50415		LUBRICANTS											
M	50711		MOTOR FUEL TAXES											
O	50701		VEHICLE LICENSES & REGISTRATIONS											
O	50602		PUBLIC LIABILITY AND PROPERTY DAMAGE INS.											
O	50611		INJURIES AND DAMAGES											
O	51099		TOLLS AND DEPARTURE FEES											
O	59999		OTHER TRANSPORTATION EXPENSES (ITEMIZE)											
			TOTAL TRANSPORTATION EXPENSES											

TYPE	Acct#		ACCOUNT DESCRIPTION	05/29/22 06/30/22	07/01/22 06/30/23	07/01/23 06/30/24	07/01/24 05/24/25	05/25/25 06/30/25	07/01/25 06/30/26	07/01/26 05/29/27	05/30/27 06/30/27	07/01/27 06/30/28	07/01/28 05/26/29	Total
			MAINTENANCE EXPENSES											
M	50108		VEHICLE MAINTENANCE & REPAIRMEN SALARIES											
M	50201		* FRINGE BENEFITS - VEHICLE MAINT. & REPAIRMEN											
M	50110		VEHICLE CLEANERS & MISC. SALARIES											
M	50201		* FRINGE BENEFITS - VEHICLE CLEANERS & MISC.											
M	50115		OTHER MAINTENANCE SALARIES											
M	50201		* FRINGE BENEFITS - OTHER MAINT. SALARIES											
M	50324		OUTSIDE MAINTENANCE SERVICES - REVENUE VEH.											
M	50421		PARTS - REVENUE VEHICLES											
M	50431		SERVICE VEHICLE EXPENSES											
M	50423		TIRES AND TUBES											
M	59999		OTHER MAINTENANCE EXPENSES (PLEASE ITEMIZE)											
			TOTAL MAINTENANCE EXPENSES											

TYPE	Acct#		ACCOUNT DESCRIPTION	05/29/22 06/30/22	07/01/22 06/30/23	07/01/23 06/30/24	07/01/24 05/24/25	05/25/25 06/30/25	07/01/25 06/30/26	07/01/26 05/29/27	05/30/27 06/30/27	07/01/27 06/30/28	07/01/28 05/26/29	Total
			FACILITY GARAGE EXPENSES											
O	50115		GARAGE MANAGEMENT SALARIES											
O	50201		* FRINGE BENEFITS - GARAGE MGMT SALARIES											
O	50111		FACILITY MAINTENANCE SALARIES											
O	50201		* FRINGE BENEFITS - FACILITY MAINT. SALARIES											
O	50432		SHOP AND GARAGE EXPENSES											
O	51299		LEASES & RENTALS - GARAGE											
O	50706		REAL ESTATE TAXES											
O	50603		FACILITY INSURANCE											
O	50571		FACILITY UTILITIES											
O	50499		MISC. FACILITY EXPENSES (PLEASE ITEMIZE)											
			TOTAL FACILITY EXPENSES											

TYPE	Acct#		ACCOUNT DESCRIPTION	05/29/22 06/30/22	07/01/22 06/30/23	07/01/23 06/30/24	07/01/24 05/24/25	05/25/25 06/30/25	07/01/25 06/30/26	07/01/26 05/29/27	05/30/27 06/30/27	07/01/27 06/30/28	07/01/28 05/26/29	Total
			ADMINISTRATIVE AND GENERAL											
O	50171		ADMINISTRATIVE SALARIES											
O	50201		* FRINGE BENEFITS - ADMINISTRATIVE SALARIES											
O	50005		OTHER MISC. TAXES											
O	50452		OFFICE SUPPLIES											
O	50301		LEGAL EXPENSES											
O	50303		ACCOUNTING & AUDITING EXPENSES											
O	50339		ADVERTISING EXPENSES											
O	50506		COMMUNICATION EXPENSES											
O	50306		MANAGEMENT FEES - PAID TO OTHERS											
O	50671		OTHER INSURANCE (PLEASE ITEMIZE)											
O	50330		OTHER MISC. ADMIN. EXPENSES (PLEASE ITEMIZE)											
			TOTAL ADMIN. & GENERAL EXPENSES											
O	99999		PROFIT											
			TOTAL PROPOSED EXPENSES											

SUMMARY OF PROPOSED COSTS

HOURLY COSTS												
MILEAGE COSTS												
OTHER COSTS												
TOTAL PROPOSED EXPENSES												

RFP No. 21-030 **COMPANY NAME:** _____

FUEL EXPENSE FOR REVENUE VEHICLES

	PROJECTED # OF MILES PER GALLON	PROJECTED COST PER GALLON	PROJECTED TOTAL # OF GALLONS	PROJECTED TOTAL FUEL EXPENSE
May 29, 2022 through June 30, 2022				
July 1, 2022 through June 30, 2023				
July 1, 2023 through June 30, 2024				
July 1, 2024 through May 24, 2025				

Option Period # 1

May 25, 2025 through June 30, 2025				
July 1, 2025 through June 30, 2026				
July 1, 2026 through May 29, 2027				

Option Period # 2

May 30, 2027 through June 30, 2027				
July 1, 2027 through June 30, 2028				
July 1, 2028 through May 26, 2029				

RFP No. 21-030	COMPANY NAME: _____			
INSURANCE EXPENSE	A QUOTE FROM AN INSURANCE AGENT MUST BE INCLUDEE AS AN ATTACHMENT TO THIS COMPLETED FORM			
TYPE OF COVERAGE	INSURANCE CARRIER	PREMIUM	PERIOD COVERED	ANNUAL COST
TRANSPORTATION EXPENSES				
General Liability				
FACILITY GARAGE EXPENSES				
Property & Injury				
Property Damage				
ADMINISTRATIVE AND GENERAL EXPENSES				
Workman's Compensation				
TOTAL				

RFP No. 21-030

COMPANY NAME _____

PROPOSED PERSONNEL

JOB TITLE	NUMBER EMPLOYEES	UNION Y/N UNION NAME LOCAL NUMBER	NUMBER OF HOURS PER WEEK	OVERTIME ELIGIBLE Y/N	PROPOSED WAGES $$ 05/29/22 06/30/22	PROPOSED WAGES $$ 07/01/22 06/30/23	PROPOSED WAGES $$ 07/01/23 06/30/24	PROPOSED WAGES $$ 07/01/24 05/24/25	*Option Period #1* PROPOSED WAGES $$ 05/25/25 06/30/25	PROPOSED WAGES $$ 07/01/25 06/30/26	PROPOSED WAGES $$ 07/01/26 05/29/27	*Option Period #2* PROPOSED WAGES $$ 05/30/27 06/30/27	PROPOSED WAGES $$ 07/01/27 06/30/28	PROPOSED WAGES $$ 07/01/28 05/26/29
TRANSPORTATION PERSONNEL														
TOTAL														
MAINTENANCE PERSONNEL														
TOTAL														

RFP No. 21-030

COMPANY NAME _____

PROPOSED PERSONNEL

JOB TITLE	NUMBER EMPLOYEES	UNION Y/N UNION NAME LOCAL NUMBER	NUMBER OF HOURS PER WEEK	OVERTIME ELIGIBLE Y/N	PROPOSED WAGES $$ 05/29/22 06/30/22	PROPOSED WAGES $$ 07/01/22 06/30/23	PROPOSED WAGES $$ 07/01/23 06/30/24	PROPOSED WAGES $$ 07/01/24 05/24/25	*Option Period #1* PROPOSED WAGES $$ 05/25/25 06/30/25	PROPOSED WAGES $$ 07/01/25 06/30/26	PROPOSED WAGES $$ 07/01/26 05/29/27	*Option Period #2* PROPOSED WAGES $$ 05/30/27 06/30/27	PROPOSED WAGES $$ 07/01/27 06/30/28	PROPOSED WAGES $$ 07/01/28 05/26/29
FACILITY GARAGE PERSONNEL														
TOTAL														
ADMINISTRATIVE PERSONNEL														
TOTAL														
TOTAL NUMBER OF EMPLOYEES														

RFP No. 21-030 **COMPANY NAME** _____

UNION INFORMATION:

									Option Period 1			Option Period 2			
NAME AND LOCAL NUMBER	DATES OF CURRENT CONTRACT	TYPE OF EMPLOYEES COVERED	NUMBER OF EMPLOYEES BY TYPE	DATES OF INCREASES WITHIN CONTRACT PERIOD	WAGES 05/29/22 06/30/22	WAGES 07/01/22 06/30/23	WAGES 07/01/23 06/30/24	WAGES 07/01/24 05/24/25	WAGES 05/25/25 06/30/25	WAGES 07/01/25 06/30/26	WAGES 07/01/26 05/29/27	WAGES 05/30/27 06/30/27	WAGES 07/01/27 06/30/28	WAGES 07/01/28 05/26/29

NEW JERSEY TRANSIT REQUEST FOR PROPOSAL NO. 21-030

MIDDLESEX COUNTY LOCAL BUS SERVICE

APPENDIX - D

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NEW JERSEY TRANSIT REQUEST FOR PROPOSAL NO. 21-030

MIDDLESEX COUNTY LOCAL BUS SERVICE

APPENDIX - E

APPENDIX E

DEPARTMENT OF TRANSPORTATION TITLE VI ASSURANCE

The _____ (hereinafter referred to as the "Contractor") HEREBY AGREES THAT as a condition to receiving any Federal financial assistance from the Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Contractor receives Federal financial assistance from the Department of Transportation, including _____, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) of the Regulations.

More specifically and without limiting the above general assurance, the Contractor hereby gives the following specific assurances with respect to its _____:

1. That of the Contractor agrees that each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.

2. That the Contractor shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all _____ and, in adapted form in all proposals for negotiated agreements:

   The _____, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to

this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

3. That the Contractor shall insert the clauses of Appendix A of this assurance in every contract subject to this Act and the Regulations.

4. That the Contractor shall insert the clauses of Appendix B of this assurance, as covenant running with the Land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.

5. That where the Contractor receives Federal financial assistance to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where the Contractor receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.

7. That the Contractor shall include the appropriate clauses set forth in Appendix C of this assurance, as a covenant running with the Land, in any future deeds, leases, permits, licenses, and similar agreements enter into by the Contractor with other parties: (a) for the subsequent transfer of real property acquired or improved under _____; and (b) for the construction or use of or access to space on, over, or under real property acquired, or improved under _____.

8. That this assurance obligates the Contractor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Contractor or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Contractor retains ownership or possession of the property.

9. The Contractor shall provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other Contractors, subgrantees, contractor, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.

10. The Contractor agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Contractor by the Department of Transportation under the _____ and is binding on it, other Contractors, subgrantees, contractors, subcontractors, transferees, successors in interest and other participants in the _____. The person or persons whose signature appear below are authorized to sign this assurance on behalf of the Contractor.

DATED: _____ _____

(Name of Contractor)

By: _____

(Signature of Authorized Official)

NEW JERSEY TRANSIT REQUEST FOR PROPOSAL NO. 21-030

MIDDLESEX COUNTY LOCAL BUS SERVICE

APPENDIX F

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NEW JERSEY TRANSIT REQUEST FOR PROPOSAL NO. 21-030

MIDDLESEX COUNTY LOCAL BUS SERVICE

APPENDIX G

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NEW JERSEY TRANSIT REQUEST FOR PROPOSAL NO. 21-030

MIDDLESEX COUNTY LOCAL BUS SERVICE

APPENDIX - H

Philip D. Murphy, Governor
Sheila Y. Oliver, Lieutenant Governor
Diane Gutierrez-Scaccetti, Commissioner
Kevin S. Corbett, Executive Director

NJTRANSIT
One Penn Plaza East
Newark, NJ 07105-2246
973-491-7000

NJ TRANSIT'S DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM POLICY STATEMENT

TO ALL NJ TRANSIT EMPLOYEES AND THE CONTRACTING COMMUNITY:

The NEW JERSEY TRANSIT CORPORATION (NJ TRANSIT) administers its Disadvantaged Business Enterprise (DBE) program in accordance with the U.S. Department of Transportation (USDOT) regulation 49 CFR Part 26, and hereby reaffirms and formalizes its commitment to the DBE Program and its objective: to create a "level playing field" in NJ TRANSIT's procurement activities.

As a major provider of public transportation with thousands of employees who have extensive daily contact with the public, NJ TRANSIT recognizes its responsibility to the diverse communities that it serves. It is the policy and commitment of NJ TRANSIT not to discriminate based on race, color, national origin, or sex in the award and performance of any NJ TRANSIT contract, or in the administration of its DBE program. It is also the policy of NJ TRANSIT to ensure that DBE's have a fair opportunity to be informed about, compete for, and participate in USDOT-assisted contracts.

In keeping with this commitment and this agency's obligations under 49 CFR Part 26, NJ TRANSIT will make every effort to achieve the following objectives:

- Ensure that only firms that fully meet eligibility standards of 49 CFR Part 26 are permitted to participate as DBE's on NJ TRANSIT contracts.
- Remove barriers that may prevent some DBE's from being able to participate on NJ TRANSIT contracts; and,
- Support the development of DBE firms, so they can compete successfully in the marketplace outside of the DBE Program.

Implementation of the DBE Program is accorded the same priority as compliance with all other legal obligations required by the USDOT. Contractors/Consultants shall comply with the DBE Program requirements in the award and administration of NJ TRANSIT contracts. Failure by the contractor/consultant to carry out these requirements shall constitute a breach of the contract, which could result in the termination of the contract or other such remedy, as NJ TRANSIT deems appropriate.

Leotis Sanders, NJ TRANSIT's Chief Civil Rights & Diversity Officer, is the corporation's DBE Liaison Officer (DBELO) to the Federal Transit Administration (FTA), and is responsible for implementing all aspects of NJ TRANSIT's DBE program while ensuring appropriate DBE participation in NJ TRANSIT's procurement activities.

NJ TRANSIT's Board of Directors is committed to the DBE Program as are all Assistant Executive Directors, General Managers, Chiefs, and their staffs. NJ TRANSIT's employees and all DBE and non-DBE business community members that participate in USDOT-assisted contracts, share in the responsibility for making NJ TRANSIT's DBE program a success. This policy is disseminated to all tiers of our organization, and to the DBE and non-DBE business communities that participate in our USDOT-assisted contracts.

Date: August 7, 2018

Kevin S. Corbett
Executive Director

NJT Contract #: _____

NEW JERSEY TRANSIT CORPORATION

DBE REQUIREMENTS FOR

FEDERAL PROCUREMENT ACTIVITIES

Race Conscious

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NEW JERSEY TRANSIT CORPORATION

DBE REQUIREMENTS FOR

FEDERAL PROCUREMENT ACTIVITIES

The following pages provide Bidders/Proposers/Primes on federal contracts with New Jersey Transit (NJT), information about NJT's Disadvantaged Business Enterprise (DBE) Program, administered by the Office of Business Development (OBD). Prospective Bidders/Proposers/Primes will have an opportunity to ask questions regarding the directives contained in the DBE specifications at the pre-bid/pre-proposal conference(s). Further clarification of the DBE specifications, along with assistance in completing the forms, can be obtained by calling (973) 491-7593.

A list of certified DBE firms may be found in the NJ Unified Certification Program (NJUCP) Directory at https://njucp.dbesystem.com. **Note: Use of this list does not relieve the Bidder/Proposer/Prime contractor/consultant of responsibility to seek DBE participation from other sources. The list is updated daily and must be checked periodically, as firms are certified and decertified daily.**

These DBE specifications are a part of the Contract and shall be binding upon the successful Bidder/Proposer and Prime in the pre and post-award stages of NJT professional services, construction, and goods and services contracts. These specifications shall be binding upon sub-recipients and imposed on their contractors.

1.1 POLICY

As defined in the U.S. Department of Transportation (USDOT) Regulation 49 CFR Part 26, it is the policy of NJT that Disadvantaged Business Enterprises shall have the opportunity to compete for and participate in the performance of contracts financed in whole or in part with federal funds. Each subcontract a Prime signs with a subcontractor/subconsultant must include the following assurance referenced in **article 1.2.**

1.2 ASSURANCE

1.2.1 The Bidder/Proposer, Prime Contractor/Consultant, or subcontractor/subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the award or performance of this contract. The Prime contractor/consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. The Bidder/Proposer, Prime Contractor/Consultant, or subcontractor/subconsultant shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT assisted contracts. Failure by the contractor/consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate

(49 CFR 26.13).

1.2.2 **This language is included to comply with relevant Federal law and to ensure that all persons who enter into any direct or indirect form of contractual agreement with NJT are aware of their responsibilities and the commitment of NJT to see that NJT's DBE Policy is carried out in all instances.**

1.3 DBE GOAL FOR THIS PROJECT

As an aid in meeting the commitment of its DBE Program, NJT is setting a *race conscious* goal of awarding ___3___ percent of the gross sum bid/proposal to certified NJUCP DBE firms. Should the actual contract amount increase or decrease, through approved change order(s), the assigned goal may remain. The OBD will determine if the change orders and/or contract phases will result in an adjustment to the DBE participation goal.

1.4 GUIDANCE TO BIDDER/PROPOSERS/PRIMES

1.4.1 Failure by a Bidder/Proposer/Prime to comply with any of the requirements contained herein shall result in breach of contract and it shall be subject to the appropriate penalties, remedies, or liquidated damage(s). **Refer to articles 5.6-5.7**

1.4.2 All required forms, including the supplemental section **(see articles 2.3-2.4)** must be submitted in accordance with the requirements. **Firms must be certified under the NJUCP at the time of contract award in order to obtain DBE credit toward the goal.** Firms pending certification will not count toward meeting the contract goal.

1.4.3 Price alone is not an acceptable basis for rejecting a DBE subcontractor/subconsultant's bid.

1.4.4 The Bidder/Proposer/Prime shall, at a minimum, seek DBEs in the same geographic area in which it generally seeks subcontractors/subconsultants. However, the Bidder/Proposer/Prime may be required to expand its search under specific circumstances as determined by OBD. **Refer to article 2.0**

1.4.5 Agreements between a Bidder/Proposer/Prime and a DBE in which the DBE promises not to provide subcontracting quotations to other Bidder/Proposers are prohibited.

1.4.6 The desire of a Bidder/Proposer/Prime to self-perform the work of a contract with its own organization is not an acceptable basis to not meet the goal or demonstrate a good faith effort to do so.

1.4.7 The Bidder/Proposer/Prime is responsible for verifying that the DBE is certified under the appropriate NAICS code for the scope of work identified. DBE credit shall be given only for work performed in the NAICS code(s) under which the DBE is certified.

1.4.8 A DBE firm listed on the First-Tier DBE Utilization Form (Form A) and Second-Tier DBE Utilization (Form AA) shall constitute a binding representation to NJT, by the Bidder/Proposer/Prime, that the DBE firm is qualified, available, and certified under the appropriate and required NAICS code to perform the scope of work identified. **Refer to article 2.5a**

1.5 TRANSIT VEHICLE MANUFACTURERS (TVM)

1.5.1 As a transit vehicle manufacturer, you must establish and submit for FTA's approval an annual overall DBE percentage goal. A TVM must certify that it submitted the annual DBE goal required by 49 CFR 26.49 and FTA has approved it or not disapproved it.

(a) As a condition of being authorized to bid or propose on FTA assisted transit vehicle procurements, the Bidder/Proposer must complete and submit the TVM Certification form with the bid/proposal certifying that it has complied with the requirements of 49 CFR 26.49.

1.5.2 NJT may, with FTA approval, establish project-specific goals for DBE participation in the procurement of transit vehicles in lieu of complying with the procedures of this section.

1.6 RESPONSIBLE BID/PROPOSAL CRITERIA

1.6.1 As a matter of responsibility, the two lowest Bidders or two highest ranked Proposers must submit the required forms, including the supplemental section (if applicable), with the bid/proposal or within five (5) calendar days after the bid opening or proposal/cost due date. Notwithstanding the date of submission of the mandatory DBE forms, **all negotiations between a Bidder and any potential DBE subcontractor, subconsultant, or supplier shall be completed prior to the bid opening or proposal/cost due date**.
Bidders/Proposers shall identify all DBE and non-DBE subcontractors, subconsultants, and suppliers proposed to participate in and those solicited for this Contract, and shall complete and submit the mandatory DBE Forms A, A1, A2, and B. The two lowest Bidders or two highest ranked Proposers shall also print and submit the DBE firm's current DBE Certification Profile from the NJUCP DBE Business Directory at njucp.dbesystem.com. Additionally, the two lowest Bidders or two highest ranked Proposers shall submit all applicable supplemental forms (AA, AA1, AA2, BB, DBE Certification Profile and D). All required DBE forms and Certification Profiles shall be submitted with the Bid or within five (5) calendar days of the bid opening or final cost due date. However, Bidders are strongly encouraged to submit all mandatory documents with the Bid to prevent delay of the Contract award.

1.6.2 Bidders are requested to review carefully and complete the forms entirely, with no blank fields. Failure to satisfactorily complete or submit all required documentation and/or demonstrate documented evidence of good faith effort within **five (5) calendar days after the bid opening or proposal/cost due date** shall result in rejection of a Bid as non-responsible.

1.6.3 If the two lowest Bidders/highest ranked Proposers submit the DBE forms, but fail to meet the DBE goal, the OCR/OBD will consider the efforts made to determine if a Bidder/Proposer/Prime has in fact demonstrated a good faith effort. **See article 2.0**

1.6.4 If it is determined that satisfactory good faith efforts were not made to include DBE participation on the contract, NJT shall consider awarding the contract to the next lowest bidder or highest ranked proposer who offers a reasonable price, meets the DBE goal and other bid requirements or requirements of 49

CFR Part 26 and/or satisfactorily demonstrates documented evidence of good faith effort.

2. GUIDANCE ON A GOOD FAITH EFFORT

2.1 To demonstrate a good faith effort to meet the DBE goal, a Bidder/Proposer/Prime shall provide written documentation in addition to Form D (article 2.3e), of the steps it has taken, prior to the bid opening/proposal due date, or during the life of the contract to obtain DBE participation. **The Bidder/Proposer/Prime can meet this requirement in either of two ways:**

(1) The Bidder/ Proposer/Prime can meet the goal.

(2) The Bidder/Proposer/Prime shall exhaust the available options referenced in **article 2.2** in making a continuous good faith effort to meet the assigned contract goal for the life of the contract.

(a) The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.

(b) In determining a good faith effort, the OBD will consider the **quality**, **quantity**, and **intensity** of the different kinds of efforts that the Bidder/Proposer/Prime has made. Mere *pro forma* efforts will not be considered as demonstration of good faith effort to meet the DBE contract requirements.

(c) The Bidder/Proposer/Prime shall use good business judgment and consider a number of factors in negotiating with subcontractors/subconsultants, including DBE subcontractors/ subconsultants, and should take a firm's price and capabilities as well as contract goals into consideration. **The fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a Bidder's/Proposer's failure to meet the contract DBE goal, as long as such costs are reasonable as determined by NJT. Primes are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.**

(d) The Bidder/Proposer/Prime's **ability or desire to perform the work of a contract with its own organization (self-performance) does not relieve the Bidder/Proposer/Prime of the responsibility to meet the goal or demonstrate a good faith effort.**

(e) The Bidder/Proposer/Prime shall not reject DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Bidder/Proposer/Prime's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the Bidder/Proposer/Prime's efforts to meet the assigned project goal.

(f) The OBD will support the Bidder/Proposer/Prime in indentifying ways to meet the assigned contract goal.

2.2 A GOOD FAITH EFFORT

The following is a list of actions that NJT will consider as evidence of a Bidder/Proposer/Prime's good

faith effort to obtain DBE participation. While exhausting the available options in this list may count as a good faith effort, this list is not intended to be a mandatory checklist, nor is this list intended to be exclusive or exhaustive of all the efforts a Bidder/Proposer/Prime might make to achieve the assigned DBE goal. NJT may require a Bidder/Proposer/Prime to take action above and beyond those listed below to meet the assigned DBE goal.

(a) The Bidder/Proposer/Prime shall solicit through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capacity to perform the work of the contract.

(1) The Bidder/Proposer/Prime must solicit this interest within sufficient time to allow the DBE to respond to the solicitation.

(2) The Bidder/Proposer/Prime must take appropriate steps to follow up on initial solicitations in order to determine with certainty if the DBE firms are interested.

(b) The Bidder/Proposer/Prime shall select portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the Prime might otherwise prefer to perform these work items with its own forces.

(c) The Bidder/Proposer/Prime shall provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

(d) The Bidder/Proposer/Prime shall negotiate with a DBE(s) with the intent to enter into a contract. It is the Bidder/Proposer's responsibility to make a portion of the work available to DBE subcontractors/subconsultants and suppliers and to select those portions of the work or material needs consistent with the available DBE Primes and suppliers, so as to facilitate DBE participation.

(1) Evidence of such negotiation includes: the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

(e) The Bidder/Proposer/Prime shall make efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by NJT or the Prime contractor.

(f) The Bidder/Proposer/Prime shall make efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

(g) The Bidder/Proposer/Prime shall effectively use the services of available minority/women community organizations; minority/women Prime contractors groups; local, State and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

2.3 REQUIRED FORMS

(a) **Form A - First Tier DBE Utilization:** Lists all First Tier DBE firms scheduled to participate on this contract.

(b) **Form A1 - Bidder/Proposer Solicitation and Contractor Information**: Lists all DBE and Non-DBE sub contractor/subconsultants, including suppliers, solicited for, **and** participating on this contract.

(c) **Form A2- Non-DBE Sub Utilization**: Lists all **DBE and Non-DBE** subcontractors/ subconsultants, including suppliers, participating on this contract.

(d) **Form B - Intent to Perform as a DBE Sub**: Identifies the work the 1st Tier DBE intends to perform including scope of work, subcontract dollar value, etc.

(e) **DBE Good Faith Effort Form (if applicable):** Identifies any DBE subcontractor invited to quote, but declined to do so for any reason.

(f) **Trucking Commitment Agreement (if applicable):** Identifies all trucking firms (DBE and Non-DBE) participating on this contract, **at any tier.**

(g) **NJ UCP DBE Certification Profile & NAICS Code Verification:** Confirms the DBE status, name, address, contact information, business description and NAICS code(s) of each First Tier DBE subcontractor/subconsultant.

(h) ***Form E - Contractor's Monthly DBE Payment Report & Payment Certification Voucher (Post-Award)**: Records monthly payments issued to each DBE subcontractor/subconsultant/supplier and monthly payments issued by NJ TRANSIT to the Prime. Certifies that DBE subs have been paid for previous month's invoices.

(i) **Form E2 – DBE's Monthly Payment Report (Post-Award)**: Records monthly invoices submitted by the DBE, payments owed to the DBE on past due invoices and payments received from the prime by each DBE subcontractor/subconsultant.

(j) **Form E1- DBE Prime's Monthly Payment Report** *(For DBE Prime Only):* Records monthly payments issued to each DBE Prime by NJ TRANSIT to.

This form is due from the Prime in each month following the notice to proceed issued by NJ TRANSIT.* ***Refer to article 5.2.4*

2.4 SUPPLEMENTAL FORMS (REQUIRED IF APPLICABLE)

(a) **Form AA – Second Tier DBE Utilization:** Lists all Second Tier DBE firms scheduled to participate on the DBE sub-Prime's contract.

(b) **Form AA1 – Second Tier Bidder/Proposer Solicitation and Contractor Information**: Lists all Second Tier DBE firms participating on this contract as indicated on Form AA and Form AA2.

(c) **Form AA2- Second Tier Non-DBE Sub Utilization:** Lists all **DBE and Non-DBE firms** including suppliers participating on the DBE sub-Prime's contract.

(d) **Form BB - Intent to Perform as a Second Tier DBE Sub**: Identifies the work the 2nd Tier DBE intends to perform including scope of work, subcontract dollar value, etc.

(e) **NJ UCP DBE Certification Profile & NAICS Code Verification:** Confirms the DBE status, name, address, contact information, business description and NAICS code(s) of each Second Tier DBE subcontractor/subconsultant.

2.5 INSTRUCTIONS FOR COMPLETING REQUIRED FORMS (see glossary for definition of terms)

(a) **Form A - First Tier DBE Utilization:**

Form A is a formal agreement between the Bidder/Proposer and the DBE(s). Replacement/removal of DBE subcontractors/subconsultants/supplier identified on Form A is prohibited after the bid or proposal is submitted to NJT. **Refer to article 4.3**. A DBE Bidder/Proposer, which lists itself on Form A, is committed to performing the work indicated with its own personnel.

DBEs performing as second tier sub(s) to a **non-DBE sub Prime** should be listed with the name of the non-DBE sub Prime's firm name in parenthesis next to the DBE sub's name. {*Ex: DBE Electric Co. (Prime Contractor, Inc.)*}

(1) A first Tier DBE is required to perform at least 51% of its subcontract value with its own forces. Bidders/Proposers/Primes will not receive any credit for DBEs performing less than 51% and therefore must not be listed on this form.

(2) For DBE suppliers, identify all manufacturers, regular dealers, and brokers. If a DBE supplier is a ***manufacturer***, indicate the full value of its subcontract. If a DBE supplier is a ***regular dealer***, show its total contract value multiplied by 60% (Ex. $100K x 60%= $60K). If a DBE supplier is ***neither a manufacturer nor a dealer***, indicate the fee/commission only, ***not*** *the cost of materials or supplies*. See **article 3.0** for direction on determining credit toward the goal.

(3) A detailed scope of work must be provided; one-word descriptions are not acceptable. ***(Ex. Haul and dispose of approximately 192,000 tons of contaminated soil to a clean earth facility at $34.00 a ton).***

(b) **Form A1 - Bidder/Proposer/Prime Solicitation and Contractor Information**:

The Bidder/Proposer must complete and submit **page one** (1). The DBE and non-DBE subcontractors/subconsultants, including suppliers, solicited for, participating on, or expressed interest in this contract must complete **page two** (2).

(c) **Form A2- Non-DBE Sub Utilization:**

Bidders/Proposers are required to report and submit all dollars committed to non-DBE subcontractors/subconsultants/suppliers. The non-DBE portion of work is **not** counted toward the assigned DBE goal. **See article 3.0**

A detailed scope of work must be provided; one-word descriptions are not acceptable.

(Ex. Haul and dispose of approximately 192,000 tons of contaminated soil to a clean earth facility at $34.00 a ton).

(d) Form B - Intent to Perform as a First Tier DBE Sub:

Each DBE subcontractor/subconsultant/supplier listed on Form A must complete and sign Form B. **Note: The Bidder/Proposer/Prime is prohibited from completing any portion of the form and from directing DBE(s) to sign a blank form.**

(1) The Bidder/Proposer/Prime must provide interested DBEs with a copy of appropriate plans, specifications, and requirements of the contract in a timely manner to allow the DBE to prepare an appropriate price quote and submit on time.

(2) First Tier DBEs must perform at least 51% of the total dollar value of its subcontract, with its own forces. The firm must indicate the percentage of the total portion of work to be subcontracted to DBE and non-DBE firms. The non-DBE percentage of work is not counted toward the assigned goal.

(3) The OBD encourages DBE-to-DBE subcontracting in order to preserve DBE participation credit. **See article 3.0**

(4) The DBE must provide a detailed scope of work; one-word descriptions are not acceptable. Descriptions should include: *type of services provided, total number of units, price per unit, total cost, etc.*

(e) DBE Good Faith Effort: (If Applicable)

Form D applies to any Bidder/Proposer/Prime who failed to meet the assigned DBE goal. This form will assist the Bidder/Proposer/Prime in demonstrating a good faith effort.

If the DBE(s) solicited declines to sign this form, the completed form should be submitted with the Bidder/Proposer's signature only and the OBD will verify the information provided with the firm. **Refer to articles 2.0-2.2** for guidance.

(f) Trucking Commitment Agreement: (If Applicable)

DBEs must provide information for all DBE and non-DBE trucking firms it will lease from or subcontract to. Subcontracting to a non-DBE trucker means that the non-DBE will perform a portion of the DBE firm's subcontract. **Refer to article 3.4**

The following documents must be attached for all trucks owned: copy of title(s)/finance agreement(s), registration card(s), insurance card(s), apportioned cab card(s) and/or hazardous material license(s) if applicable. A copy of the title or finance agreement is the only acceptable proof of ownership.

The following documents must be attached for all trucks leased: copy of lease agreement(s) established between both firms, title(s), registration card(s), insurance card(s), lease agreement(s), apportioned cab card(s) and/or hazardous material license(s) if applicable.

(g) NJ UCP DBE Certification Profile and NAICS Code Verification:

All DBEs listed on Form A must be certified at the time of contract award. It is the Bidder/ Proposer's responsibility to ensure that DBEs are certified and that their NAICS code(s) match the scope of work to be performed on this contract. Credit will not be given for any work to be performed without the appropriate NAICS code. DBE status and profile can be verified and printed through https://njucp.dbesystem.com and NAICS codes descriptions can be verified through www.census.gov/eos/www/naics/.

(h) Form E - Contractor's Monthly DBE Payment Report & Payment Certification Voucher:

Beginning the month following the contract's notice to proceed, the Prime must report monthly payment activity for each DBE subcontractor/subconsultant/supplier; certifies each DBE sub has been paid any amounts due from previous or current progress payments paid to the Prime. (**article 5.2.4)**

All invoices 30 days past due from NJT must be listed in the appropriate field.

This report is due even if there is no payment activity. This form must be completed and submitted to the OBD **by the 7th of each month** to the attention of the OBD's Manager of Contract Compliance.

(i) Form E1- DBE Prime's Monthly Payment Report *(For DBE Prime Only)*

Beginning the subsequent month following the contract's execution date, the DBE Prime must report its monthly payments received by NJT. **Refer to article 5.2.5.**

All invoices 30 days past due from NJT must be listed in the appropriate field.

This report is due even if there is no payment activity. This form must be completed and submitted to the OBD **by the 7th of each month** to the attention of the OBD's Manager of Contract Compliance.

(j) Form E2 – DBE's Monthly Payment Report:

The Prime must provide a copy of the Form E2 to each DBE subcontractor/subconsultant/ supplier(s).

Beginning the subsequent month following the DBE's execution date, the DBE firm must report its monthly payment activity.

This report is due even if there is no payment activity. **This form must be completed and submitted by the DBE only** to the OBD **by the 7th of each month** to the attention of the OBD's Manager of Contract Compliance.

All invoices 30 days past due must be listed in the appropriate field. Identify concerns or issues in the comments section to be addressed by the OBD. **(Refer to article 5.2.6)**

2.6 INSTRUCTIONS FOR COMPLETING SUPPLEMENTAL REQUIRED FORMS:

(a) **Form AA – Second Tier DBE Utilization:** The Second Tier DBE **must perform 100%** of its subcontract with its own forces. A formal request to waive this requirement may be granted, solely at the discretion of the OBD; however, approval is required.

A detailed scope of work must be provided; one-word descriptions are not acceptable.

(Ex. Haul and dispose of approximately 192,000 tons of contaminated soil to a clean earth facility at $34.00 a ton).

(b) **Form AA1 – Second Tier Bidder/Proposer Solicitation and Contractor Information:**

The DBE sub-Prime must submit and complete **page one** (1). Second Tier DBE(s) solicited for and participating on this contract must complete **page two** (2).

(c) **Form AA2- Second Tier Non-DBE Subcontractor Utilization:**

DBE sub-Primes are required to report and submit all dollars committed to non-DBEs. The non-DBE portion of work is not counted toward DBE participation credit. **Refer to article 3.0**

A detailed scope of work must be provided; one-word descriptions are not acceptable.

(Ex. Haul and dispose of approximately 192,000 tons of contaminated soil to a clean earth facility at $34.00 a ton).

(d) **Form BB - Intent to Perform as a Second Tier DBE Subcontractor:**

Each DBE firm listed on Form AA, must complete, and sign. **Only Second Tier DBE(s) must complete and sign this form.**

The Second Tier DBE must provide a detailed scope of work; one-word descriptions are not acceptable. Descriptions should include: type of services provided, total number of units, price per unit, total cost, etc

(e) **NJ UCP DBE Certification Profile & NAICS Code Vérification:**

All DBEs listed on Form AA must be certified at the time of contract award. It is the Bidder/Proposer/Prime's responsibility to ensure that DBEs are certified and that their NAICS code(s) match the scope of work to be performed on this contract. Credit will not be given for any work to be

performed without the appropriate NAICS code. DBE status and profile can be verified and printed through https://njucp.dbesystem.com and NAICS codes descriptions can be verified through www.census.gov/eos/www/naics/.

3.0 GUIDANCE ON COUNTING DBE PARTICIPATION

3.1 If a firm is not currently certified as a DBE in accordance with 49 CFR part 26 at the time of the execution of the contract, the firm's participation will not count toward the DBE goal.

3.1.1 A DBE performing less than 51% of its subcontract will not count toward the assigned goal and should not be listed on any forms.

3.1.2 When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBEs subcontractor/subconsultant is a DBE.

(a) Work that a DBE subcontracts to a **non-DBE** firm does not count toward the DBE contract goal.

(b) When a DBE performs as a participant in a **joint venture with a Non-DBE**, count the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goals.

(c) A DBE performs a *commercially useful function* when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing and supervising the work involved.

A DBE does not perform a *commercially useful function* if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.

3.2 COUNTING DBE PARTICIPATION

3.2.1 When a DBE participates in a contract, only the value of the work actually performed by the DBE is counted toward DBE goals.

(a) The entire amount of that portion of a contract that is performed by the DBE's own forces is counted. This includes the cost of supplies and materials obtained by the DBE for the work of the contract, as well as supplies purchased, or equipment leased by the DBE (*except supplies and equipment the DBE subcontractor/subconsultant purchases or leases from the Prime contractor or its affiliate*).

3.2.2 The entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a contract, is counted toward DBE goals, provided the fee is reasonable and not excessive as compared with fees customarily allowed for similar services by a DBE.

3.3 DBE PRIME CONTRACTOR GUIDANCE

3.3.1 If a **DBE Prime**, expenditures are counted toward DBE goals only if the DBE is performing a commercially useful function on that contract.

3.3.2 A DBE Prime must perform or be responsible at least 30% of the total cost of its contract with its own workforce.

3.3.3 **If a DBE Prime does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own workforce** or subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, NJT will consider that it is not performing a commercially useful function and the DBE Prime shall be in breach of the contract and subject to the appropriate remedies and penalties. **Refer to Articles 5.6-5.7**

3.4 DBE TRUCKING FIRMS GUIDANCE

3.4.1 A DBE **trucking firm** is performing a commercially useful function if:

(a) The DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there is not a contrived arrangement for the purpose of meeting DBE goals.

(b) The DBE itself **owns and operates at least one** fully licensed, insured, and operational truck to be used on the contract.

3.4.2 The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.

3.5 LEASING TRUCKS

3.5.1 Leased trucks must display the name and identification number of the DBE.

3.5.2 The DBE may lease trucks from another DBE firm, including an owner-operator that is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.

3.5.3 The DBE may also lease trucks from a **non-DBE firm**, including an owner-operator.

(a) The DBE that leases trucks equipped with drivers from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE leased trucks equipped with drivers not to exceed the value of transportation services on the contract provided by DBE-owned trucks or leased trucks with DBE employee drivers.

(b) The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services

3.5.4 For the purposes of this section (Leasing), a lease must indicate that the DBE has exclusive use of and control over the truck.

(a) This does not preclude the leased truck from working for others during the term of the lease with the

consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck.

3.6 COUNTING MATERIALS AND SUPPLIES

3.6.1 Expenditures with DBEs for materials or supplies are counted toward DBE goals as provided in the following:

(a) If the materials or supplies are obtained from a **DBE manufacturer,** 100% of the cost of the materials or supplies are counted toward DBE goals.

(1) For purposes of this paragraph 3.6.1(a), a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the material, supplies, articles, or equipment required under the contract and of the general character described by the specifications.

(b) If the materials or supplies are purchased from a **DBE regular dealer**, sixty percent (60%) of the cost of the materials or supplies is counted toward DBE goals.

(1) For purposes of this paragraph 3.6.1(b), a regular dealer is a firm that owns, operates, maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

(2) The firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.

(3) A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided above if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.

(4) Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this paragraph 3.6.1(b).

(c) With respect to materials or supplies purchased from a **DBE, which is neither a manufacturer nor a regular dealer**, only the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, is counted toward DBE goals, provided the fees are determined to be reasonable and not excessive as compared with fees customarily allowed for similar service. **However, any portion of the cost of the materials and supplies themselves do not count toward DBE goals.**

4.0 TERMINATION OF DBE(s) 26.53

In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by bidders, and offerors in negotiated procurements.

4.1 The Bidder/Proposer/Prime shall not terminate a DBE sub listed in response to Article 1.6 (or an approved substitute DBE firm) for convenience, or any other reason without NJT/OBD's prior written consent. This includes, but is not limited to, instances in which a Bidder/Proposer/Prime seeks to perform work originally designated for a DBE sub with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm. **See Article 4.3.**

(A) The Bidder/Proposer/ Prime shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless you obtain OBD's written consent as provided in this paragraph (4.1); and

(B) That, unless (OBD's) consent is provided under this paragraph (4.1), the Bidder/Proposer/Prime shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

(C) Before transmitting to you OBD its request to terminate and/or substitute a DBE sub, the Bidder/Proposer/Prime must give notice in writing to the DBE sub, with a copy to OBD, of its intent to request to terminate and/or substitute, and the reason for the request.

(D) The prime contractor must give the DBE five (5) days to respond to the prime contractor's notice and advise OBD and the Prime of the reasons, if any, why it objects to the proposed termination of its subcontract and why OBD should not approve the Prime's action.

(E) When a DBE subcontractor is terminated as provided in paragraph Article 4.1, or fails to complete its work on the contract for any reason, the Bidder/Proposer/Prime is required to make good faith efforts to find another DBE subcontractor to substitute for the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal established for the procurement. The good faith efforts shall be documented by the Bidder/Proposer/Prime and submitted within seven (7) days of NJT's request, which may be extended for an additional seven (7) days if necessary at the request of the contractor, and OBD shall provide a written determination to the contractor stating whether or not good faith efforts have been demonstrated.

Submission of all REQUIRED FORMS is mandatory for the following Articles 4.2 through 4.5

4.2 ADDITION OF DBE(s)

4.2.1 Should the Bidder/Proposer/Prime wish to add a DBE not listed on Form A, a written request for the addition of a DBE(s) must be submitted by the Bidder/Proposer/Prime.

4.2.2 The Bidder/Proposer/Prime must receive written approval of the OBD **prior to** the addition of the DBE subcontractor/subconsultant in order for the addition to be credited toward the goal.

4.3 REPLACEMENT OR REMOVAL OF DBE(s)

4.3.1 When a Prime is considering replacing or removing a DBE due to performance issues, the OBD must be contacted as soon as possible.

4.3.2 Request for DBE replacement or removal may be made under the following conditions:

1) The DBE materially fails to successfully perform the contract tasks.

2) Under unusual situations referenced in article 4.3.8.

4.3.3 A written request for replacement or removal of a DBE(s) listed on Form A, must be submitted by the Bidder/Proposer/Prime to the OBD with complete justification for the request. The process to follow such requests is as follows:

(a) Written communications (over a period) from the Prime and NJT's project manager to the DBE, notifying the DBE of its poor performance and the Prime's intent to terminate must be provided to the OBD. The prime contractor must give the DBE five (5) days to respond to the prime contractor's notice and advise NJT/OBD and the Prime of the reasons, if any, why it objects to the proposed termination of its subcontract and why NJT/OBD should not approve the Prime's action.

(b) **The OBD will arrange a meeting with the DBE, the Prime, and a representative from Procurement and project management to discuss the specifics of the performance issue.**

(c) The DBE must provide a written plan identifying the efforts it will make to correct the deficiencies.

(d) The Prime must provide the DBE with a minimum of 30 calendar days from acceptance of its plan to improve its performance. Throughout the 30-day window, the Prime and/or NJT PM/CM team must provide written communication to the DBE of any additional/continued performance issues, with a copy to the OBD.

4.3.4 The Bidder/Proposer/Prime must receive written approval of the OBD **prior to** replacement or removal of the DBE subcontractor/subconsultant can be made, regardless of the reason for the replacement or removal.

4.3.5 If the OBD issues written approval for the removal of a DBE(s), NJT will require a Bidder/Proposer/Prime to continue to demonstrate a good faith effort to replace the removed DBE to the extent needed to meet the contract goal established by NJT for the procurement. See Article 4.1(E)

These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the removed DBE to the extent necessary to meet the established contract goal.

4.3.6 Failure to obtain approval from the OBD **prior to** replacing or removing a DBE shall result in the Bidder/Proposer/Prime being found in breach of the contract and subject to the appropriate remedies,

audits and penalties. **Articles 5.6-5.7**

4.3.7 If NJT finds that the Bidder/Proposer/Prime upon submission of its bid/proposal committed itself to the goal in good faith, the Bidder/Proposer/Prime may, in "unusual situations", be permitted to substitute a DBE subcontractor(s)/subconsultant(s).

4.3.8 The term "*unusual situations*", includes, but is not limited to, the following circumstances:

(a) Failure to qualify as a DBE, or maintain DBE certification status.

(b) Death or physical disability of a key individual.

(c) Dissolution, if a corporation or partnership.

(d) Bankruptcy of the subcontractor/subconsultant, subject to applicable bankruptcy law, and only in instances where the bankruptcy affects the subcontractor/subconsultant's ability to perform.

(e) Inability to obtain, or loss of, a license necessary for the performance of the particular category of work.

(f) Failure or inability to comply with a requirement of law applicable to Primes or, subcontractors/subconsultants.

4.4 WITHDRAWN DBE(s)

4.4.1 When a DBE is unable to complete a subcontract (withdraws), for any reason, NJT will require a Bidder/Proposer/Prime to make a good faith effort to replace a withdrawn DBE at least to the extent needed to ensure that the Prime contractor is able to meet the contract goal established by NJT for the procurement. **These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the removed DBE.**

4.4.2 The Bidder/Proposer/Prime is required to make a good faith effort to seek other DBE subcontractors/subconsultants in substitution of the original DBE. The good faith efforts described in **article 2** are required in finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal established for the procurement.

4.5 DECERTIFIED DBE(S)

4.5.1 If the Prime has reason to doubt that a proposed DBE is still eligible due to change in ownership, management, or size, the Prime shall, within 10 days of learning this information, notify NJT of that fact in writing.

4.5.2 If the subcontract has not been executed before the DBE's ineligibility occurs, the Prime will not receive credit toward the contract goal for the ineligible DBE. The Prime may continue to use the ineligible DBE, however, DBE participation credit will not be granted.

(a) To the extent necessary to meet the assigned contract goal, the Prime will make a good faith effort to replace the ineligible DBE within 10 days after notification by the OBD. The OBD will support the Prime in its efforts to replace with an eligible DBE firm in order to meet the contract goal.

4.5.3 If the contract has been executed before the firm has been notified of its ineligibility, the Prime may continue to use the firm on the contract and receive credit toward its DBE goal for the duration of that particular phase of or option in the contract. This may not apply to future phases or options, which will be handled on a case-by-case basis at the sole discretion of the OBD.

4.5.4 ***Exception***: If the DBEs ineligibility is caused solely by its having exceeded the size standard during the performance of the contract the Prime may continue to count its participation on that contract only toward the contract goals. This may not apply to future phases or options and will be subject to determination by the OBD.

5.0 AWARD OBLIGATIONS

5.1 The Prime must designate **a DBE Liaison Officer**. The liaison officer will be responsible to NJT regarding DBE subcontract matters.

5.1.1 If at any point during the contract's life, the Prime's DBE participation falls below the assigned goal, the Prime must identify additional work or new work items for which it will subcontract to DBEs to the extent necessary to meet the assigned goal. Any new scope of work issued to the Prime shall still be subject to the assigned goal.

5.1.2 The OBD will support the Prime in identifying current/future opportunities in the contract to meet the assigned contract goal.

5.1.3 Should the Prime seek a change that addresses the DBE's performance, or affects the work scope and/or compensation, the OBD must be notified, prior to implementation, for its review and approval of the changes as soon as possible. No change will be allowed without prior review and approval by the OBD. Failure to notify the office and obtain approval prior to a change shall result in breach of the contract and may be subject to the appropriate remedies, audits, and penalties.

5.1.4 Whenever NJT issues project change orders the goal may still apply; the OBD will determine if increased DBE participation will be required.

5.1.5 To ensure that all obligations under subcontracts awarded to DBEs are met NJT shall review the Prime's DBE involvement efforts during the performance of the contract.

5.2 POST AWARD DELIVERABLES

5.2.1 After the execution of a contract with NJT, **signed copies** of subcontractor/subconsultant agreements between the Prime and DBE subcontractors must be submitted to the OBD no later than 10 business days after the Prime's contract execution date. The agreement between the Prime and DBE subcontractor shall remain firm for the duration of the contract.

5.2.2 The Prime shall provide a list of the anticipated job start date for all DBE subcontractors/subconsultants **no later than two days** after the initial pre-construction meeting.

5.2.3 **Certification of DBE(s) Payments** – submit monthly with the Form E to the Manager of the OBD and with

its monthly invoice submittal to NJT project manager of this project. **Refer to article 5.3.2**

(a) The Prime will certify, prior to the issuance of each progress payment by NJT, that all DBE subs have been paid any amounts due on past due invoices from previous or current progress payments.

5.2.4 **Form E (Contractor's Monthly DBE Payment Report & DBE Payment Certification Voucher)** - submit monthly to the Manager of the OBD. **Refer to articles 2.5h and 5.3.2.**

Failure to submit this report on a monthly basis may result in breach of the contract and be subject to the appropriate remedies, penalties or liquidated damages as indicated in articles 5.6-5.7.

5.2.5 **Form E1 (DBE Prime's Monthly Payment Report)** *(For DBE Prime Only)* - **submit** monthly to the Manager of the OBD.

5.2.6 **Form E2 (DBE's Monthly Payment Report) – Refer to article 2.5j**

(a) Forms E/E1 and E2 will be reviewed monthly to determine compliance with the assigned DBE goal, the subcontractor prompt payment regulation, and the DBE Program.

(b) Attainment of goals will be monitored and based upon actual payments received by the DBE. Failure to submit Form E/E1 may result in suspension of payments or such other remedies as provided in **article 5.6.** I*f at any time, NJT has reason to believe that any person or firm has willfully and knowingly provided incorrect information or made false statements, it shall refer the matter to the USDOT for inquiry.*

5.3 PROMPT PAYMENT OF INVOICES TO SUBCONTRACTORS

5.3.1 The Prime must pay each subcontractor under this contract for satisfactory performance of its work **no later than ten (10) days** from the receipt of each payment the Prime receives from NJT for the subcontractor's work. Failure to comply with this requirement shall result in breach of the contract and shall be subject to the appropriate remedies as determined by OBD.

5.3.2 In accordance with 49 CFR 26.29, the Prime shall certify, prior to the issuance of a progress payment by NJT that all subcontractors have been paid any amounts due on past due invoices (greater than 30 days) from previous or current progress payments. **The Prime must submit the Certification of DBE(s) Payments with its monthly invoice submittals to NJT project manager, and with its Form E to the OBD.**

5.3.3 The Prime will not be reimbursed for work performed by subcontractors/subconsultants unless and until the Prime ensures that the subs are promptly paid for the work performed. Alternatively, the Prime shall certify that a valid basis exists under the terms of the subcontractor's/subconsultant's or supplier's contract to withhold payment from the subcontractor/subconsultant and therefore payment is withheld.

5.3.4 If the Prime withholds payment from the subcontractor/subconsultant, the Prime shall provide to the subcontractor/subconsultant or supplier written notice thereof. The notice shall detail the reason for withholding payment and state the amount of the payment withheld. If a performance/payment bond has been provided under this contract, the Prime shall send a copy of the notice to the surety providing the

bond for the Prime. A copy of the notice shall also be submitted to NJT with the certification that payments are being withheld.

5.3.5 If withholding payment is due to the Prime's failure to promptly pay the DBE in accordance with the prompt payment of invoices and/or retainage clauses, the OBD may request proof of payment to DBE(s) for delinquent invoices and/or retainage in order to issue release of payment to Prime.

5.3.6 Failure to comply with the above shall result in breach of the contract and may be subject to the appropriate penalties. **See article 5.6**

5.4 SUBCONTRACTOR PAYMENT DISPUTE RESOLUTION

5.4.1 The Prime is required to notify the OBD of its intention to withhold payment from a DBE as soon as possible and in advance of taking action. Should the Prime provide notice and proceed to withhold payment from any subcontractor/subconsultant or supplier due to a performance issue or unapproved work performed, an OBD representative shall make an effort to resolve the dispute.

(a) OBD's efforts shall be limited to meeting with the Prime and the subcontractor/ subconsultant, and reviewing the relevant facts with both parties.

(b) OBD will not act as a decider of fact nor will OBD direct a settlement to the dispute.

(c) Any OBD effort is solely intended to assist the parties in understanding their respective positions and to encourage a reasonable resolution of the dispute. The Prime is required to send written notification of the above to the OBD immediately.

5.4.2 Should payments be withheld that are not related to the previous items mentioned, and/or a determination can be made that the withholding of payments violates the prompt payment clause, NJT may execute the appropriate remedies in accordance with article 5.6.

5.5 PROMPT PAYMENT OF SUBCONTRACTOR RETAINAGE (FOR CONSTRUCTION CONTRACTS ONLY)

5.5.1 **The Prime must include a contract clause in the subcontractor agreement obligating the Prime to pay <u>all retainage</u> owed to the subcontractor/subconsultant for satisfactory completion of the accepted scope of work no later than 15 days after the DBE subcontractor's/subconsultant's work is satisfactorily completed.**

5.5.2 Only subcontractors/subconsultants whose work has been 100% completed, including all punch list work or remaining work, and who have supplied closeout documents shall be eligible for release of retainage. *Any delay or postponement of payment from the above referenced time frame may occur only for good cause <u>following written approval of NJT</u>.*

5.5.3 NJT may agree to release an equivalent amount of Prime retainage provided that:

(a) There is no offsetting claims from NJT (including, but not limited to, liquidated damages), other subcontractors/subconsultants, material men, or workers;

(b) None of the other reasons to withhold payments specified under the Prime contract exists.

5.5.4 Prior to release of the Prime's retainage, the Prime shall provide to NJT executed copies of the following subcontractor closeout documents, (shown in Appendix A of the contract) as appropriate:

(a) Consent of Surety to Final Payment to the Subcontractor

(b) Certificate of Amounts Due and Owing to Subcontractor Employees

(c) Subcontractor Release of Claims

(d) Subcontractor Release of Liens and a Certificate of Final Acceptance of Subcontractor Work

5.5.5 Notwithstanding NJT's release or partial release of retainage, nothing in this clause shall be deemed to constitute NJT's partial or final acceptance of the work, or any portion thereof, unless either a Certificate of Partial Acceptance or a Certificate of Final Acceptance has been executed by NJT, in the form(s).

5.6 Audit and Sanctions

During the performance of any contract and for a period of up to three (3) years following completion of the contract work, NJ TRANSIT may conduct reviews for compliance with the requirements of the DBE Program. Such reviews may include, but not be limited to, the evaluation of monthly reports, desk audits, and site visitations.

5.6.1 Where a Prime is found to be in breach of the requirements of the DBE Program during the performance of the contract, and does not promptly take corrective action, the following sanctions may be instituted (singularly, in any combination, and in addition to any other contractual remedies or otherwise provided by law):

(a) The Prime may be ordered to stop work without penalty to NJT.

(b) The contract may be terminated for breach.

(c) Suspension or debarment proceedings may be commenced in accordance with New Jersey law.

(d) The relevant performance bond may be enforced.

(e) NJT may withhold payment of specific invoices.

5.7 LIQUIDATED DAMAGES

5.7.1 Liquidated damages (LD) may be assessed when the Prime fails to meet the established DBE goal on the contract.

5.7.2 If the DBE goal is not met, and the Prime has not demonstrated a good faith effort to do so, NJT may elect to subtract from the Prime's payment, as liquidated damages and not a penalty, the following:
The amount equal to the difference (in dollars) between the total contract value multiplied by the assigned DBE goal percentage, (originally established or as subsequently modified) and the actual DBE participation percentage (total dollars paid to DBEs divided by total dollars paid to the Prime).

5.7.3 This may be withheld from a series of payments or from the Prime's final payment, depending on the size of the liquidated damage.

5.7.4 If the Prime's final payment is not sufficient to satisfy the LD in full, the balance shall be due and owing from the Prime and subject to repayment terms as determined by NJT. NJT shall waive liquidated

damages where good cause is shown for the deficiency in DBE participation upon determination by the OBD.

APPENDIX I

GLOSSARY

A Good Faith Effort-the efforts employed by the bidder, which should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.

Certification - means the process by which a business is determined to be a bona fide DBE. Any business applying for DBE certification must complete the appropriate NJ Unified Certification Program Application. Certification Applications are available at the OBD.

Disadvantaged Business Enterprise or DBE - means a small business concern:

Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and where one or more of the socially and economically disadvantaged owners controls management and daily business operations. A DBE shall not include a small business concern where that concern or a group of concerns controlled by the same socially and economically disadvantaged individual or individuals has annual average gross receipts in excess of **$23.98M** over the previous three fiscal years or is not otherwise eligible as a small business as defined by the Small Business Administration in 13 CFR Part 121.

DBE Goal - means numerically expressed objectives for DBE participation on federal contracts Prime contractors are required to make a good faith effort to achieve to the extent necessary to meet the assigned DBE goal.

DBE Sub-Prime - means any 1st Tier DBE subcontractor/subconsultant listed on the Form A that will subcontract any portion of its subcontract/scope of work to a DBE(s) and/or non-DBE(s) firm(s).

DBE Ineligibility – means a firm's DBE status changes or ceases due to change in ownership, management, or size, etc.

DBE Prime – means the successful Bidder is a DBE firm and has a direct contract with NJT.

DBE Trucking Firm – owns and operates at least one fully licensed, insured, and operational truck used on the contract. Is responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract.

First Tier DBE - refers to any DBE listed on the Bidder/Proposer/Prime's Form A and having a direct contract with the Prime.

Joint Venture–means an association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

Prime - means any contractor or consultant, including a DBE contractor/consultant, who enters into a direct

contractual relationship with NJT.

Race-conscious Measure or Program - is one that is focused specifically on assisting only DBEs, including women-owned DBEs.

Race-neutral Measure or Program- is one that is focused specifically on assisting all small businesses equally, including DBEs. Such activities include bonding, insurance, and technical assistance. For the purposes of this part, race-neutral includes gender-neutrality.

Reasonable Bid Price - means a price that shall be considered reasonable if the Bidder/Proposer/Prime would have been awarded the contract had the firm submitted the only bid.

Regular Dealer - means a firm that owns, operates, or maintains an establishment in which the materials or supplies required for the performance of a contract are bought, kept in stock and regularly sold to the public in the usual course of business.

The firm must engage in, as its principal business, and in its own name, the purchase and sale of products in question. Bulk items such as steel, cement and petroleum products need not be stocked, if the dealer owns or operates distribution equipment.

Note: Brokers and packagers are not regarded as regular dealers.

Second Tier DBE - refers to any DBE listed on the DBE Sub-Prime's Form AA.

Subcontractor/ Subconsultant - means any contractor/consultant, including suppliers, who enters into a contract issued by a Prime contractor.

Transit Vehicle Manufacturer (TVM) - is a manufacturer of vehicles used by NJT for the primary program purpose of public mass transportation (e.g., buses, railcars, vans). The term does not apply to firms, which rehabilitate old vehicles, or to manufacturers of locomotives or ferryboats. The term refers to distributors of or dealers in transit vehicles with respect to the requirements of 49 CFR Section 26.49.

U.S. DOT – means the U.S. Department of Transportation, including the Office of the Secretary, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), and the Federal Railroad Administration (FRA).

Withdrawn DBE – a DBE withdraws, drops out of its contract, or fails to complete its work on the contract for any reason.

Updtd p.3, 1.48; p.4, 1.6.1; pg.7, 2.3(g); p.8, 2.4, 2.4(e); p.9, 2.5(g); pg.10(g);2.3; p.11, 2.6(e) on 11.22.19 lmc
Updtd Table of Contents – removed RN from Title; Changed to RN Project from Goal Updtd 1.6.1 remvd certif/replac with Cert Profile 10.25.19
Updated 3.53(a)(b); (4.1(a-e) & $23.98m LMC 8/1/18
Updated 1.6.1 JGold 7/10/17
Rev 9/15/10

REQUIRED FORMS

ENCLOSED FOR COMPLETION (MANDATORY):

- **Form A; A1; A2; B; D & Trucking Commitment Schedule**

TO BE OBTAINED AND SUBMITTED (MANDATORY):

- **Copy of NJUCP DBE and NAICS Code Certification**

Consult DBE Program Requirements for further guidance.

Bidders Checklist
(Federal Contracts)

Upon completion of the Required and/or Supplemental Forms packet(s), please be sure that the completed checklist and the forms listed below are included for each DBE subcontractor listed on the Form A and submitted to the Office of Business Development (OBD) for review.

Note: Failure to complete and submit the forms below will delay the OBD from issuing approval to move forward in the contract award process.

Required Forms

- ☐ Form A - First Tier DBE Utilization
- ☐ Form A1 - Bidder/Proposer Solicitation and Contractor Information
- ☐ Form A2 - Non-DBE Sub Utilization
- ☐ Form B - Intent to Perform as a DBE Sub
- ☐ Form D - DBE Good Faith Effort Form
- ☐ Trucking Commitment Agreement (if applicable)
- ☐ Copy of NJUCP DBE and NAICS Code Certification

Supplemental Forms (if applicable)

- ☐ Form AA - Second Tier DBE Utilization
- ☐ Form AA1 - Second Tier Bidder/Proposer Solicitation and Contractor Information
- ☐ Form AA2 - Second Tier Non-DBE Sub Utilization
- ☐ Form BB - Intent to Perform as a Second Tier DBE Sub
- ☐ Trucking Commitment Agreement (if applicable)
- ☐ Copy of NJUCP DBE and NAICS Code Certification

MANDATORY FORM FOR BIDDER/PROPOSER/PRIME: COMPLETE ENTIRELY FORM A (Fed)

First Tier DBE UTILIZATION - FORM A

Project Name: _____ NJT Contract No: _____

Assigned DBE Goal %:_____ NJT Procurement Specialist: _____ Contract Value ($):_____

First Tier DBE must perform at least 51% of its subcontract value if subcontracting to a Second -Tier DBE or Non-DBE. Do not count Non-DBE portion toward the goal.

Name, Address and Telephone # of DBE Subcontractor/Subconsultant	Provide Detailed Scope of Work to be Performed (Identify all suppliers)	Dollar Value of Subcontract/Sub-consultant Work ($) Awarded	Percentage of Subcontract Work (%)
			%
			%
			%
			%
			%
For DBE suppliers, show original subcontract value multiplied by 60% ($2,000*60%=$1200). For DBE portion of work, subtract Non-DBE portion of work from original subcontract value.	**TOTALS**	$	%

The undersigned will enter into a formal agreement with the DBE(s) listed in this schedule conditioned upon execution of a contract with NJ TRANSIT for the above referenced project. The undersigned understands that removal/replacement of the DBE(s) listed is NOT PERMISSIBLE for any reason (pre or post-award), without submitting a written request to the Office of Business Development and receiving WRITTEN APPROVAL from the Office of Business Development. Failure to obtain written approval shall result in the breach of contract and subject to corrective action to be determined by NJ TRANSIT.

Company Name: _____ Authorized Signature: _____

Company Address: _____ Print Name: _____

_____ Title: _____

Federal Tax ID #: _____ Prime Contractor's DBE Liaison Officer: _____

Company Tel #: _____ Date Signed: _____

To Add Subs Use Additional Forms

BIDDER SOLICITATION & CONTRACTOR INFORMATION - FORM A1

Project Title:_____ Date: _____

Prime Contractor/Consultant:_____ NJT Contract #:_____ Telephone #: _____

Complete the information below for Bidder/Proposer/Prime(s) working on this project. Use Page 2 for all subcontractors/subconsultants

	Bidder/Proposer/Prime	Bidder/Proposer/Prime	Bidder/Proposer/Prime
Company's Full Name			
Address			
City and State			
Zip			
County			
Phone			
Fax			
E-mail			
Owner			
Date Established			
Date Certified			
Ethnicity			
Gender			
Certification Status: **DBE or Non-DBE**			
Federal Tax ID # / SSN #			
Annual Gross Receipts: A – Less than $500K B - $500K to $1M C - $1M to $2M D - $2M to $5M E - $5M and over **indicate the letter that applies**			
Primary NAICS Code:			

To Add Subs Use Additional Forms

BIDDER SOLICITATION & CONTRACTOR INFORMATION - FORM A1

Project Title:_____ Date: _____

Prime Contractor/Consultant:_____ NJT Contract #:_____ Telephone #: _____

COMPLETE THE INFORMATION BELOW FOR "ALL" FIRMS INCLUDING SUPPLIERS SOLICITED; INCLUDING THOSE THAT WILL WORK ON THIS PROJECT.

	Subcontractor/Subconsultant	Subcontractor/Subconsultant	Subcontractor/Subconsultant
Company's Full Name			
Address			
City and State			
Zip			
County			
Phone			
Fax			
E-mail			
Owner			
Date Established			
Date Certified			
Ethnicity			
Gender			
Certification Status: **DBE or Non-DBE**			
Federal Tax ID # / SSN #			
Annual Gross Receipts: A – Less than $500K B - $500K to $1M C - $1M to $2M D - $2M to $5M E - $5M and over **indicate the letter that applies**			
Primary NAICS Code:			

To Add Subs Use Additional Forms

NON-DBE SUBCONTRACTOR UTILIZATION - FORM A2

Directions: To be completed by any Bidder/Proposer/Prime for "all" subs including suppliers participating on this contract.

Bidder/Proposer Prime Name: _____ Project Title: _____

Date: _____ Prime Contract Value: _____

Name, Address and Telephone # of all Subcontractor/Subconsultants	FEIN #	Provide Detailed Scope of Work to be Performed	Dollar Amount of Subcontractor/Sub-consultant Work ($) Awarded	Percentage of Subcontractor Work (%)
			$	%
			$	%
			$	%
			$	%
			$	%
Must provide a detailed scope of work; one-word descriptions are not acceptable.		**TOTALS**	$	%

To Add Subs Use Additional Forms

INTENT TO PERFORM AS A 1ST TIER DBE - FORM B

The Bidder/Proposer/Prime is prohibited from completing any portion of this form and directing the DBE to sign a blank form.

DIRECTIONS: DBE(s) listed on the Form A must complete all information on this form.

_____ _____

Name of Bidder/Proposer/Prime: **Name of DBE Firm:**

Project/Contract Name: _____ IFB/RFP Contract Number**:** _____

Does the undersigned DBE (Answer Accordingly):

Intend to perform subcontract work in connection with the above–mentioned project as a Joint Venture? Circle one. (**Yes or No**)

Intend to subcontract any portion of its scope of work to a DBE(s)? Circle one. (**Yes or No**)
If yes, DBE Sub-Primes must complete and submit Form AA. **At what percent? _____%**

Intend to subcontract any portion of its scope of work to a **Non-DBE(s)**? Circle one. (**Yes or No**)
If yes, must complete and submit Form AA2. **At what percent? _____%**

The undersigned will perform the following described work on the above-referenced project: (*Provide a detailed description of the type of work you will perform on your subcontract. Attach a copy of quote approved and signed by Bidder (optional)).*

_____

_____

Dollar Value of DBE Subcontract: **$**_____

Total Quantity/Units (if applicable): _____ **Per Unit Cost (if applicable): $**_____

The undersigned based the above scope of work and subcontract value on detailed project specs received from the Bidder contractor named above. Circle one. **(Yes or No)**

The Prime Contractor *projected* the following commencement and completion date for such work as follows:

DBE Contract Start Date: _____ DBE Contract Completion Date _____

The undersigned DBE will enter into a formal agreement for the above work with the Prime Contractor conditioned upon execution of a contract with NJ TRANSIT. As a DBE subcontractor, I will cooperate with the certification, compliance and monitoring process set forth by NJ TRANSIT. I attest that I will perform at least 51% of my subcontract with my own workforce for the referenced project.

_____ _____

Signature of 1st Tier DBE **Date** **Title**

_____ _____

Print Name **Telephone #:**

Failure to adhere to these instructions or the falsification of any information on this form shall result in breach of contract and subject to the appropriate penalties to be determined by NJ TRANSIT.

FORM D INSTRUCTION SHEET
PRE AND POST AWARD GOOD FAITH EFFORT (IF APPLICABLE)

Required for <u>all DBE subcontractors</u> who decline to provide a quote. Applies in pre and post-award.

<u>Important</u>

Bidder/proposer/prime compliance with contract goals and good faith efforts are handled as a matter of responsibility. If the bidder/proposer/prime did not meet the goal, they must document that they made Good Faith Efforts to do so. This requirement is an important and serious one. The Subrecipient will make a fair and reasonable judgment as to whether the bidder made an adequate Good Faith Effort., which will be reviewed by NJ TRANSIT.

Bidders/proposers/primes are required to read the DBE Program Requirements and the guidelines/ instructions of all forms; and required to submit all forms in the Addendum (mandatory) and Supplemental Section (if applicable) with the bid/proposal or <u>within five (5) days after bid/proposal submission</u>.

<u>Guidelines to Bidder/Proposer/Prime</u>:

- FORM D outlines actions that may be considered good faith efforts though it is not a mandatory checklist, nor is it intended to be exclusive or exhaustive. Please read DBE Program Requirements for further guidance.
- Bidder/Proposer/Prime must complete FORM D when it fails to meet the DBE goal.
- FORM D must be completed in this instance for any DBE firms which were solicited but declined to quote for the project.
- DBE firm must sign Page 2 of FORM D. If DBE declines to do so, submit completed form with bidder/proposer/prime signature only and the Office of Business Diversity will verify information with DBE.
- If/when the contract goal is not met, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
    - In short, unless the price difference is excessive or unreasonable, incurring additional costs in using and finding a DBE is <u>not sufficient</u> reason to reject the DBE quote or not to meet the contract goal.

<u>Instructions</u>:

- On Page 1 of FORM D, indicate with a check mark the various types of detailed good faith efforts made and attach documentation of such efforts. Types of acceptable documentation are listed on Page 2.
- Document any other type of good faith efforts <u>not listed</u> on Page 1.
- Complete this form <u>entirely</u>.

Bidders/proposers/primes are to provide the required forms and instruction sheet, including the Supplemental section to their 1st Tier DBE subs. DBE sub-primes must provide required forms under Supplemental section to their 2nd Tier DBE/Non-DBE subs, if applicable. Please contact the compliance officer identified for this contract at the pre-bid/proposal conference for guidance on completing any of these forms.

DBE GOOD FAITH EFFORT– FORM D

IFB/RFP Number: _____

Project Title: _____

Bidder/Proposer/Prime Name: _____

Address: _____

_____

Phone: _____ Email: _____

Date Signed: _____

The following is a list of the types of actions that may be considered good faith efforts. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases, however please check all that apply in this instance. Please provide documentation for ALL instances selected.

- ☐ Selected portions of work to be performed by DBEs and, where appropriate, broke down contracts into economically feasible units to facilitate DBE participation.
- ☐ Provided interested DBE with adequate information about plans, specifications, and requirements of the contract.
- ☐ Negotiated in good faith with interested DBE, not rejecting DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities.
- ☐ Made efforts to assist interested DBE in obtaining bonding, lines of credit, or insurance required by NJ Transit or Bidder.
- ☐ Made efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- ☐ Advertised subcontracting opportunities in appropriate media.
- ☐ Used the services of minority organizations, minority contractors' groups, local state and federal minority business assistance offices and other organizations that provide assistance identifying subcontractors.
- ☐ Provided written notice to DBEs in sufficient time to allow the DBE to respond. (Provide copy of documentation with Page 2.)
- ☐ Followed up initial solicitation of interest by contacting DBE to determine interest. (Provide proof of follow up with Page 2.)

Describe any other efforts not covered above that may indicate Good Faith Efforts to obtain DBE participation on this project and provide documentation.

DBE GOOD FAITH EFFORT– FORM D

IFB/RFP Number: _____ Project Title_____

If the dollar value of the goal for DBE participation in this project has not been met, the Bidder/Proposer/Prime is required to complete the following questions to describe efforts to obtain DBE participation. Copies of correspondence, return receipts, telephone logs, or other documentation will be required to support good faith efforts. Please provide information for each DBE.

I, _____ _____
Name Title

of _____
Bidder/Proposer/Prime

Certify that on_____, I contacted the below named DBE to obtain a
Date
Bid/Proposal for work items to be performed on the Project named above.

DBE: _____
Firm Name

Type of work requested to be performed: _____

_____

Method of Contact: □ Phone □ Fax □ Mail □ Email

Date Contacted: _____

To the best of my knowledge and belief, said DBE was unavailable for work on this project and was unable to prepare a bid for the following reason(s):

□ No response

□ Not interested: Indicate Reason(s)_____

□ Unacceptable Sub Bid: Indicate Reason(s)_____

Please note: Unless the price difference is excessive or unreasonable, incurring additional costs in using and finding a DBE is <u>not</u> a sufficient reason to reject DBE quote.

_____ _____
Signature of Bidder/Proposer/Prime Date

The above statement is a true and accurate account of why I did not submit a bid on this project. (Below is to be signed by DBE firm only)

_____ _____
Signature of DBE Firm Date Name of DBE Firm

_____ _____
Print Name Address

_____ _____
Print Title Telephone #: ( )

DBE TRUCKING COMMITMENT

AGREEMENT

The DBE Trucking Firm Commitment Agreement sheet attached must be signed and completed entirely. Make duplicate copies for additional subcontractors as needed. Please read DBE Requirement Language for details.

- DBEs must provide information for all DBE/Non-DBE trucking firms it will lease from or subcontract to.
    - *Subcontracting to a Non-DBE trucker means that the Non-DBE will perform a portion of the DBE firm's subcontract.*
    - *2nd Tier DBE trucking firms must perform 100% of their total subcontract value.*

Copies of the following items must be attached for ALL trucks owned by the DBE:

- Proof of ownership: title(s) or finance agreement(s) ONLY
- registration card(s)
- insurance card(s)
- hazardous waste license(s), if applicable
- apportioned cab card(s), if applicable

Copies of the following items must be attached for ALL DBE/non-DBE trucks leased by the DBE:

- lease agreement(s)
- title(s)
- registration card(s)

- insurance card(s)
- hazardous waste license(s), if applicable
- apportioned cab card(s), if applicable

MANDATORY FORM

DBE TRUCKING FIRM COMMITMENT AGREEMENT

This commitment is subject to the award and receipt of a signed contract from NJ TRANSIT for the subject project. Note that copies of all supporting documents must be attached.

The DBE trucking firm will perform the following described work on the project*: (Specific work details should include: Type of material to be handled, quantities to be hauled, dollar amount per unit, location the material will be transported*).

_____

_____.

Dollar Value of DBE Subcontract: $_____

Total Quantity/Units (if applicable: _____ Per Unit Cost (if applicable): $_____

Total Number of fully operational DBE-owned trucks to be used on contract? _____.
Total Number of fully operational trucks to be leased from a DBE? _____.
(Provide a copy of lease agreement(s) for each trucking firm).
Total Number of fully operational trucks to be leased from a non-DBE? _____.
*(Provide a copy of lease agreement(s) for each trucking firm. *Note that subcontracting is different from leasing as it relates to trucking).*

Specify ALL Vehicle Information on Page 1 and 2, if applicable

1st Tier DBE Trucking Firm		**(T= Title, F=Finance Agreement, I=Insurance Card, R=Registration, A=Apportioned Cab Card, L= Lease Agreement)*			
# Of Trucks Owned					
VIN #	**MAKE**	**YEAR**	**MODEL**	**(Indicate Yes/No/NA) HAZ WASTE DOC**	***(Indicate T/F/I/R/A/L) OWNERSHIP DOCS**

MANDATORY FORM

Non-DBE Trucking Firm					
# Of Trucks Leased From non-DBE Trucking Firm					
VIN #	**MAKE**	**YEAR**	**MODEL**	**(Indicate Yes/No/NA) HAZ WASTE DOC**	**(Indicate T/F/ I/R/A/L) OWNERSHIP DOCS**
DBE Trucking Firm					
# Of Trucks Leased From DBE Trucking Firm					
VIN #	**MAKE**	**YEAR**	**MODEL**	**(Indicate Yes/No/NA) HAZ WASTE DOC**	**(Indicate T/F/I/R/A/L) OWNERSHIP DOCS**

I hereby certify that the information present above is correct. I agree to inform the Office of Business Diversity in writing within 10 days, if anything changes.

1st Tier DBE Signature: _____ Date: _____

Print Name: _____

MANDATORY FORM

DBE TRUCKING FIRM COMMITMENT AGREEMENT

This commitment is subject to the award and receipt of a signed contract from NJ TRANSIT for the subject project. Note that copies of all supporting documents must be attached.

The DBE trucking firm will perform the following described work on the project*: (Specific work details should include: Type of material to be handled, quantities to be hauled, dollar amount per unit, location the material will be transported*).

_____

_____.

Dollar Value of DBE Subcontract: $_____

Total Quantity/Units (if applicable: _____ Per Unit Cost (if applicable): $_____

Total Number of fully operational DBE-owned trucks to be used on contract? _____.
Total Number of fully operational trucks to be leased from a DBE? _____.
(Provide a copy of lease agreement(s) for each trucking firm).
Total Number of fully operational trucks to be leased from a non-DBE? _____.
*(Provide a copy of lease agreement(s) for each trucking firm. *Note that subcontracting is different from leasing as it relates to trucking).*

Specify ALL Vehicle Information on Page 1 and 2, if applicable

1st Tier DBE Trucking Firm		**(T= Title, F=Finance Agreement, I=Insurance Card, R=Registration, A=Apportioned Cab Card, L= Lease Agreement)*			
# Of Trucks Owned					
VIN #	**MAKE**	**YEAR**	**MODEL**	**(Indicate Yes/No/NA) HAZ WASTE DOC**	***(Indicate T/F/I/R/A/L) OWNERSHIP DOCS**

MANDATORY FORM

Non-DBE Trucking Firm					
# Of Trucks Leased From non-DBE Trucking Firm					
VIN #	MAKE	YEAR	MODEL	(Indicate Yes/No/NA) HAZ WASTE DOC	(Indicate T/F/ I/R/A/L) OWNERSHIP DOCS
DBE Trucking Firm					
# Of Trucks Leased From DBE Trucking Firm					
VIN #	MAKE	YEAR	MODEL	(Indicate Yes/No/NA) HAZ WASTE DOC	(Indicate T/F/I/R/A/L) OWNERSHIP DOCS

I hereby certify that the information present above is correct. I agree to inform the Office of Business Diversity in writing within 10 days, if anything changes.

1st Tier DBE Signature: _____ Date: _____

Print Name: _____

SUPPLEMENTAL SECTION
REQUIRED FORMS

ENCLOSED FOR COMPLETION (IF APPLICABLE):

- **Form AA; AA1; AA2; BB; & Trucking Commitment Schedule**

TO BE OBTAINED AND SUBMITTED (IF APPLICABLE):

- **Copy of NJUCP DBE and NAICS Code Certification**

Consult DBE Program Requirements for further guidance.

SECOND TIER DBE UTILIZATION– FORM AA

Project Name: _____ NJT Contract No: _____

DBE Sub-Prime (First Tier) Subcontractor Contract Value ($): _____

I plan to subcontract _____% of my subcontract to Second Tier DBE subcontractor(s)/subconsultant(s) listed on the chart below to perform/supply the following:

Second Tier DBE subs must perform 100% of their scope of work.

Name, Address and Telephone # of Second Tier DBE Subcontractor/Subconsultant	Provide Detailed Scope of Work to be Performed	Dollar Value of Subcontractor/Sub-consultant Work ($) Awarded	Percentage of Subcontractor Work (%)
			%
			%
			%
Any First-Tier DBE firm listed on the Form A must identify any DBE firm it will use to perform its scope of work.	TOTALS	$	%

The undersigned understands its approval to perform on the above contract is based upon its identified DBE team listed above and its Non-DBE team listed on the Form AA2. The DBE Sub-Prime must receive written approval from the Office of Business Development for any changes to its DBE and/or Non-DBE subcontractors, their dollar values or scope of work identified on the Form AA and/or AA2 before making any changes. It attests that the identified firms will perform all work. Failure to adhere to, or falsification of any information contained herein shall result in breach of contract and subject to corrective action to be determined by NJ TRANSIT.

DBE Sub-Prime Firm: _____ Authorized Signature: _____

Company Address: _____ Print Name: _____

_____ Title: _____

Federal Tax ID #: _____ Sub-Prime's DBE Liaison Officer: _____

Company Tel #: _____ Date Signed: _____

To Add Subs Use Additional Forms

BIDDER SOLICITATION & CONTRACTOR INFORMATION - FORM AA1

NJT Contract No: _____ Project Title: _____

DBE Sub-Prime: _____ Telephone #: _____

Date: _____

Complete the information below for Second Tier contractor(s) participating on the project.

	Sub Prime	Subcontractor/Subconsultant	Subcontractor/Subconsultant
Company's Full Name			
Address			
City			
Zip			
County			
Phone			
Fax			
E-mail			
Owner			
Date Established			
Date Certified			
Ethnicity			
Gender			
Certification Status: **DBE or Non-DBE**			
Federal Tax ID # / SSN #			
Annual Gross Receipts: A – Less than $500K B - $500K to $1M C - $1M to $2M D - $2M to $5M E - $5M and over **indicate the letter that applies**			
Primary NAICS Code:			

To Add Subs Use Additional Forms

MANDATORY FORM BY DBE SUB-PRIME: COMPLETE ENTIRELY FORM AA2 (Fed)

NON-DBE SECOND TIER SUBCONTRACTOR UTILIZATION - FORM AA2

Directions: To be completed by any DBE Sub-Prime Contractor for "all" subs including suppliers participating on this contract.

NJ Transit Contract No: _____ Date: _____ DBE Sub-Prime Contract Value: _____

DBE Sub-Prime Contractor Name: _____ Project Title: _____

Name, Address and Telephone # of all Second Tier Subcontractor(s)/Subconsultant(s)	FEIN #	Provide Detailed Scope of Work to be Performed	Dollar Amount of Subcontractor/Subconsultant Work ($) Awarded	Percentage of Subcontractor Work (%)
			$	%
			$	%
			$	%
			$	%
			$	%
Must provide a detailed scope of work; one-word descriptions are not acceptable.		TOTALS	$	%

To Add Subs Use Additional Forms

INTENT TO PERFORM AS A SECOND TIER DBE - FORM BB

The Bidder is prohibited from completing any portion of this form and directing the DBE to sign a blank form.
DIRECTIONS: DBE(s) listed on the Form AA must complete all information on this form and must complete Form AA2 for any Non-DBE subcontractor performing a portion of its subcontract.

_____ _____

Name of First Tier DBE/Sub-Prime: **Name of Second Tier DBE Firm:**

Project/Contract Name: _____ IFB/RFP Contract Number**:** _____

Does the undersigned intend to perform subcontract work in connection with the above–mentioned project as a Joint Venture? Circle one. (**Yes or No**)

Will you subcontract any portion of your scope of work to a DBE(s)? Circle one. (**Yes or No**)

Will you subcontract any portion of your scope of work to a Non-DBE(s)? Circle one. (**Yes or No**)

The undersigned will perform the following described work on the above-referenced project: (*Provide a detailed description of the type of work you will perform on your subcontract. Attach a copy of quote approved and signed by Bidder (optional)).*

_____

_____

Dollar Value of DBE Subcontract: **$**_____

Total Quantity/Units (if applicable): _____ **Per Unit Cost (if applicable): $**_____

The undersigned based the above scope of work and subcontract value on detailed project specs received from the DBE Sub-Prime named above. Circle one. **(Yes or No)**

The Prime Contractor *projected* the following commencement and completion date for such work as follows:

DBE Contract Start Date: _____ DBE Contract Completion Date _____

The undersigned DBE will enter into a formal agreement for the above work with the DBE Sub-Prime conditioned upon execution of a contract with the Prime on the project. As a Second Tier DBE subcontractor, I will cooperate with the certification, compliance and monitoring process set forth by NJ TRANSIT. I attest that I will perform 100% of my subcontract with my own workforce for the referenced project.

_____ _____

Signature of Second Tier DBE **Date** **Title**

_____ _____

Print Name **Telephone #:**

Failure to adhere to these instructions or the falsification of any information on this form shall result in breach of contract and subject to the appropriate penalties as determined by NJ TRANSIT.

DBE TRUCKING COMMITMENT

AGREEMENT

The DBE Trucking Firm Commitment Agreement sheet attached must be signed and completed entirely. Make duplicate copies for additional subcontractors as needed. Please read DBE Requirement Language for details.

- DBEs must provide information for all DBE/Non-DBE trucking firms it will lease from or subcontract to.
    - *Subcontracting to a Non-DBE trucker means that the Non-DBE will perform a portion of the DBE firm's subcontract.*
    - *2nd Tier DBE trucking firms must perform 100% of their total subcontract value.*

Copies of the following items must be attached for ALL trucks owned by the DBE:

- Proof of ownership: title(s) or finance agreement(s) ONLY
- registration card(s)
- insurance card(s)
- hazardous waste license(s), if applicable
- apportioned cab card(s), if applicable

Copies of the following items must be attached for ALL DBE/non-DBE trucks leased by the DBE:

- lease agreement(s)
- title(s)
- registration card(s)

- insurance card(s)
- hazardous waste license(s), if applicable
- apportioned cab card(s), if applicable

MANDATORY FORM

DBE TRUCKING FIRM COMMITMENT AGREEMENT

This commitment is subject to the award and receipt of a signed contract from NJ TRANSIT for the subject project. Note that copies of all supporting documents must be attached.

The DBE trucking firm will perform the following described work on the project*: (Specific work details should include: Type of material to be handled, quantities to be hauled, dollar amount per unit, location the material will be transported*).

_____

_____.

Dollar Value of DBE Subcontract: $_____

Total Quantity/Units (if applicable: _____ Per Unit Cost (if applicable): $_____

Total Number of fully operational DBE-owned trucks to be used on contract? _____.
Total Number of fully operational trucks to be leased from a DBE? _____.
(Provide a copy of lease agreement(s) for each trucking firm).
Total Number of fully operational trucks to be leased from a non-DBE? _____.
*(Provide a copy of lease agreement(s) for each trucking firm. *Note that subcontracting is different from leasing as it relates to trucking).*

Specify ALL Vehicle Information on Page 1 and 2, if applicable

1st Tier DBE Trucking Firm		**(T= Title, F=Finance Agreement, I=Insurance Card, R=Registration, A=Apportioned Cab Card, L= Lease Agreement)*			
# Of Trucks Owned					
VIN #	**MAKE**	**YEAR**	**MODEL**	**(Indicate Yes/No/NA) HAZ WASTE DOC**	***(Indicate T/F/I/R/A/L) OWNERSHIP DOCS**

MANDATORY FORM

Non-DBE Trucking Firm					
# Of Trucks Leased From non-DBE Trucking Firm					
VIN #	**MAKE**	**YEAR**	**MODEL**	**(Indicate Yes/No/NA) HAZ WASTE DOC**	**(Indicate T/F/ I/R/A/L) OWNERSHIP DOCS**
DBE Trucking Firm					
# Of Trucks Leased From DBE Trucking Firm					
VIN #	**MAKE**	**YEAR**	**MODEL**	**(Indicate Yes/No/NA) HAZ WASTE DOC**	**(Indicate T/F/I/R/A/L) OWNERSHIP DOCS**

I hereby certify that the information present above is correct. I agree to inform the Office of Business Diversity in writing within 10 days, if anything changes.

1st Tier DBE Signature: _____ Date: _____

Print Name: _____

MANDATORY FORM

DBE TRUCKING FIRM COMMITMENT AGREEMENT

This commitment is subject to the award and receipt of a signed contract from NJ TRANSIT for the subject project. Note that copies of all supporting documents must be attached.

The DBE trucking firm will perform the following described work on the project*: (Specific work details should include: Type of material to be handled, quantities to be hauled, dollar amount per unit, location the material will be transported*).

_____

_____.

Dollar Value of DBE Subcontract: $_____

Total Quantity/Units (if applicable: _____ Per Unit Cost (if applicable): $_____

Total Number of fully operational DBE-owned trucks to be used on contract? _____.
Total Number of fully operational trucks to be leased from a DBE? _____.
(Provide a copy of lease agreement(s) for each trucking firm).
Total Number of fully operational trucks to be leased from a non-DBE? _____.
*(Provide a copy of lease agreement(s) for each trucking firm. *Note that subcontracting is different from leasing as it relates to trucking).*

Specify ALL Vehicle Information on Page 1 and 2, if applicable

1st Tier DBE Trucking Firm		**(T= Title, F=Finance Agreement, I=Insurance Card, R=Registration, A=Apportioned Cab Card, L= Lease Agreement)*			
# Of Trucks Owned					
VIN #	**MAKE**	**YEAR**	**MODEL**	**(Indicate Yes/No/NA) HAZ WASTE DOC**	***(Indicate T/F/I/R/A/L) OWNERSHIP DOCS**

MANDATORY FORM

Non-DBE Trucking Firm					
# Of Trucks Leased From non-DBE Trucking Firm					
VIN #	MAKE	YEAR	MODEL	(Indicate Yes/No/NA) HAZ WASTE DOC	(Indicate T/F/ I/R/A/L) OWNERSHIP DOCS
DBE Trucking Firm					
# Of Trucks Leased From DBE Trucking Firm					
VIN #	MAKE	YEAR	MODEL	(Indicate Yes/No/NA) HAZ WASTE DOC	(Indicate T/F/I/R/A/L) OWNERSHIP DOCS

I hereby certify that the information present above is correct. I agree to inform the Office of Business Diversity in writing within 10 days, if anything changes.

1st Tier DBE Signature: _____ Date: _____

Print Name: _____

NEW JERSEY TRANSIT REQUEST FOR PROPOSAL NO. 21-030

MIDDLESEX COUNTY LOCAL BUS SERVICE

APPENDIX I

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NEW JERSEY TRANSIT REQUEST FOR PROPOSAL NO. 21-030

MIDDLESEX COUNTY LOCAL BUS SERVICE

APPENDIX - J

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

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

APPENDIX J -OWNERSHIP DISCLOSURE FORM

BID SOLICITATION #: _____ **VENDOR {BIDDER}:** _____

ALL PARTIES ENTERING INTO A CONTRACT WITH THE STATE ARE REQUIRED TO PROVIDE THE INFORMATION REQUESTED PURSUANT TO N.J.S.A. 52:25-24.2.

PLEASE NOTE THAT IF THE VENDOR/BIDDER IS A NON-PROFIT ENTITY, THIS FORM IS NOT REQUIRED.

PART 1

	YES	NO
Are there any individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest in the Vendor {Bidder}?	☐	☐

If you answered, "YES" above, you must disclose the following: (a) the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class; (b) all individual partners in the partnership who own a 10 percent or greater interest therein; or, (c) all members in the limited liability company who own a 10 percent or greater interest therein.

NAME					
ADDRESS 1					
ADDRESS 2					
CITY		**STATE**		**ZIP**	

NAME					
ADDRESS 1					
ADDRESS 2					
CITY		**STATE**		**ZIP**	

NAME					
ADDRESS 1					
ADDRESS 2					
CITY		**STATE**		**ZIP**	

NAME					
ADDRESS 1					
ADDRESS 2					
CITY		**STATE**		**ZIP**	

NAME					
ADDRESS 1					
ADDRESS 2					
CITY		**STATE**		**ZIP**	

Attach Additional Sheets If Necessary.

PART 2

	YES	NO
Of those entities disclosed above owning a 10% or greater interest in the Vendor {Bidder}, are there any individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest of those listed entities?	☐	☐

If you answered, "YES" above, you must disclose the following: (a) the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class; (b) all individual partners in the partnership who own a 10 percent or greater interest therein; or, (c) all members in the limited liability company who own a 10 percent or greater interest therein. Please note that this disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been identified.

Name of the entity listed above to which the disclosure below applies: _____

NAME					
ADDRESS 1					
ADDRESS 2					
CITY		**STATE**		**ZIP**	

NAME					
ADDRESS 1					
ADDRESS 2					
CITY		**STATE**		**ZIP**	

NAME					
ADDRESS 1					
ADDRESS 2					
CITY		**STATE**		**ZIP**	

NAME					
ADDRESS 1					
ADDRESS 2					
CITY		**STATE**		**ZIP**	

NAME					
ADDRESS 1					
ADDRESS 2					
CITY		**STATE**		**ZIP**	

Attach Additional Sheets If Necessary.

PART 3

As an alternative to completing this form, a Vendor {Bidder} with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest.

NEW JERSEY TRANSIT REQUEST FOR PROPOSAL NO. 21-030

MIDDLESEX COUNTY LOCAL BUS SERVICE

APPENDIX K

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NEW JERSEY TRANSIT REQUEST FOR PROPOSAL NO. 21-030

MIDDLESEX COUNTY LOCAL BUS SERVICE

APPENDIX - L

APPENDIX L - CERTIFICATION OF COMPLIANCE
NJ TRANSIT'S CODE OF ETHICS FOR VENDORS
AND
STATE OF NEW JERSEY ETHICS LAWS

I, _____ (*name of individual*), executing this document on behalf of the undersigned company, partnership, corporation, or entity hereinafter referred to as "Contractor", presently seeking to do business with NJ TRANSIT by way of a Request for Proposals ("RFP"), hereby certify to NJ TRANSIT as follows:

1. I certify that Contractor has received a copy of NJ TRANSIT's Code of Ethics for Vendors and that I have read and studied this document and distributed this document to all of Contractor's personnel, including but not limited to Subcontractors, involved in seeking to do business with NJ TRANSIT and required said personnel to fully read this document. In addition, I further certify that Contractor has received from NJ TRANSIT a document entitled "Important Notice to All Contractors and Consultants" and that I have read and studied this document, including the page setting forth various New Jersey statutory provisions, and that Contractor has distributed this document to all of Contractor's personnel involved in seeking to do business with NJ TRANSIT and required said personnel to fully read this document.

2. Contractor certifies that it has issued written instructions to all of Contractor's personnel involved in seeking to do business with NJ TRANSIT instructing and requiring same to strictly adhere to the Contractor's responsibilities as set forth in NJ TRANSIT's Code of Vendor Ethics and in the "Important Notice to All Contractors and Consultants".

3. Contractor certifies that during the proposal process for the contract with NJ TRANSIT, no gratuities or other inducements have been offered or given or will be offered or given in any form including gifts, gratuities, benefits, inducements, meals (other than *de minimis* valued snacks such as coffee, tea, soda, pretzels, cookies, or similar non-meal items), entertainment, or any other thing of value or favors of any kind to any member of NJ TRANSIT's Board of Directors, officer or employee of NJ TRANSIT.

4. The Contractor certifies that during the RFP process for the contract with NJ TRANSIT, Contractor has not and will not make any offers of employment to any member of the NJ TRANSIT Board of Directors, officer or employee directly involved with this contract or solicit or interview therefor, directly or indirectly, without first seeking and obtaining written approval from NJ TRANSIT's Chief Ethics Liaison Officer.

5. The Contractor certifies that during the RFP process for the contract with NJ TRANSIT it has and shall promptly report in writing to NJ TRANSIT every instance that comes to the Contractor's attention and knowledge regarding any member of NJ TRANSIT's Board of Directors, officer or employee of NJ TRANSIT or their immediate family member, who has either accepted, solicited or asked Contractor to provide any amount of money, gifts, loans, gratuities, benefits, inducements, food (with the exception of coffee, tea, soda, pretzels, donuts, or similar snacks, which may be provided to all attendees at a conference, seminar or business meeting), entertainment or any other thing of value or favors of any kind or has made any solicitation or request, directly or indirectly, for employment with or through the Contractor.

6. The Contractor acknowledges and accepts that for breach or violation of the foregoing certifications, NJ TRANSIT shall have the discretion and legal right to disqualify Contractor from bidding or proposing for a contract between the Contractor and NJ TRANSIT.

_____
(Print Name of Contractor)

_____
(Signature of Authorized Principal or Officer)

_____
(Print Name and Title of Signator)

Sworn to and Subscribed to before me, this _____ day of _____, 20__

IMPORTANT NOTICE
TO
ALL CONTRACTORS AND CONSULTANTS

NJ TRANSIT is an instrumentality of the State of New Jersey and its employees and officers, including members of the NJ TRANSIT Board of Directors, are public servants. NJ TRANSIT, its employees and officers are governed by a number of civil and criminal laws which control how NJ TRANSIT and its personnel do business with contractors and consultants. These provisions include the Conflicts of Interest Law, N.J.S.A. 52:13D-12 and contain unequivocal and stringent restrictions relating to gifts and gratuities.

Be advised that the law prohibits the receipt of gifts and gratuities by any NJ TRANSIT employee or officer from any person, company or entity doing business - or wanting to do business - with NJ TRANSIT. Concomitantly, NJ TRANSIT's own Code of Ethics and Code of Ethics for Vendors prohibits NJ TRANSIT employees from accepting gifts and prohibits you, the contractors and consultants, from offering any gifts to any NJ TRANSIT employee.

The term "gift" is broadly and widely defined. It includes all things and objects, tangible or intangible, including services, gratuities, meals, entertainment, tickets to events, access to membership clubs, travel costs, and lodging. Simply put, a "gift" is anything of value.

Do not, under any circumstance, tempt or put an NJ TRANSIT employee in the awkward position of having to refuse a gift or return a gift, no matter how well intentioned or innocuous the gift may be in your eyes.

The bright line rule for you and your staff in doing business with NJ TRANSIT is simple: Offer nothing and give nothing to any NJ TRANSIT employee or officer. It is your responsibility to circulate this Notice in your company and educate accordingly all personnel who do business with NJ TRANSIT.

NEW JERSEY TRANSIT REQUEST FOR PROPOSAL NO. 21-030

MIDDLESEX COUNTY LOCAL BUS SERVICE

APPENDIX - M

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

VENDOR/BIDDER NAME: _____

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

CHECK THE APPROPRIATE BOX

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

OR

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

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

Duration of Engagement _____
Anticipated Cessation Date _____
Attach Additional Sheets If Necessary.

CERTIFICATION

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

_____ _____
Signature Date

_____
Print Name and Title

NEW JERSEY TRANSIT REQUEST FOR PROPOSAL NO. 21-030

MIDDLESEX COUNTY LOCAL BUS SERVICE

APPENDIX - N

APPENDIX N

NON-COLLUSION CERTIFICATION

I, _____ of the City of _____
In the County of _____ and the State of _____
of full age, certify that:

I am _____ of the firm of the Proposer making the Proposal for the above-named project, and that I executed the said Proposal with full authority so to do; that said Proposer has not, directly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above-named project; and that all statements contained in said Proposal and in this certification are true and correct; and made with full knowledge that NJ TRANSIT relies upon the truth of the statements contained in said Proposal and in the statements contained in this certification in awarding the Contract for the said project.

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

_____.
(Name of Proposer)

_____
Signature

_____
Type or Print Name

NEW JERSEY TRANSIT REQUEST FOR PROPOSAL NO. 21-030

MIDDLESEX COUNTY LOCAL BUS SERVICE

APPENDIX - O

APPENDIX O

CONTRACTOR'S CERTIFICATION OF ELIGIBILITY

_____ (Insert Name of Company) hereby certifies that it and its Subcontractor(s) is(are) not listed on the State of New Jersey, Department of Labor and Workforce Development, Division of Wage and Hour Compliance, Prevailing Wage Debarment List or on the State of New Jersey, Department of Treasury, Consolidated Debarment Report.

_____ (Insert Name of Company) and its Subcontractor(s) have no exclusion on the consolidated U.S. Government, System for Award Management (SAM) database.

I, being duly authorized, certify that the information supplied above is complete and correct to the best of my knowledge. I certify that all of the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

_____

Signature

_____

Type or Print Name

_____

Title

Date: _____

NEW JERSEY TRANSIT REQUEST FOR PROPOSAL NO. 21-030

MIDDLESEX COUNTY LOCAL BUS SERVICE

APPENDIX - P

APPENDIX P
NEW JERSEY TRANSIT
SOURCE DISCLOSURE CERTIFICATION FORM

Consultant(Proposer):_____**Contract Number:**_____

The Consultant(Proposer) submits this form in response to an RFP issued by NJ TRANSIT in accordance with the requirements of N.J.S.A. 52:34-13.2.

PART 1

☐ All services will be performed by the Consultant(Proposer) and the Subconsultants in the United States. Skip part 2.

PART 2

☐ Services will be performed by the Consultant (Proposer) and/or Subconsultants outside of the United States. **Complete Part 2.**

Where services will be performed outside the United States, please list every country where services will be performed by the Consultant (Proposer) and all Subconsultants. If any of the services cannot be performed within the United States, the Consultant (Proposer) shall state, with specificity, the reasons why the services cannot be performed in the United States. Attach additional sheets, if necessary. The Contracting Officer will review this justification and, if deemed sufficient, may seek approval of the President and CEO (Executive Director).

Name of Consultant(Proposer)/ Subconsultant	**Performance Location by Country**	**Description of Service(s) to be Performed Outside the United States**	**Reason Why the Service(s) Cannot be Performed in the U. S.**

Any changes to the information set forth in this Certification during the term of any contract awarded under the referenced solicitation or extension thereof will be immediately reported by the Consultant (Proposer) to the Director of Contracts, NJ TRANSIT Corporation, One Penn Plaza East, Newark, NJ 07105.

If during the term of the Contract, the Consultant (Proposer) shifts the location of any of the services outside the United States, without a prior to a written determination by the Contracting Officer, that the services cannot be performed in the United States, the Consultant(Proposer) shall be deemed in breach of Contract, and the Contract will be subject to termination for cause pursuant to Article 16 of the Professional Services Agreement (Contract).

CERTIFICATION

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

Signature: _____ Date:_____

Print Name:_____ Title:_____

(Rev. February 2019)

NEW JERSEY TRANSIT REQUEST FOR PROPOSAL NO. 21-030

MIDDLESEX COUNTY LOCAL BUS SERVICE

APPENDIX - Q

APPENDIX Q - STATEMENT OF JOINT VENTURE FOR PROFESSIONAL SERVICES

WE, THE UNDERSIGNED, CERTIFY THAT:

1. THE CONSULTANT, UNDER WHOSE NAME WE HAVE AFFIXED OUR RESPECTIVE SIGNATURES, HAS DULY AUTHORIZED AND EMPOWERED US TO EXECUTE THIS STATEMENT OF JOINT VENTURE IN THE NAME OF AND ON BEHALF OF SUCH CONSULTANT FOR THE PURPOSES HEREIN FURTHER SET FORTH.

2. THE FOLLOWING NAMED CONSULTANTS:

(a) ..... ; ..... ;
;
( ) Individual ( ) Partnership ( ) Corporation

(b) ..... ; ..... ;
;
( ) Individual ( ) Partnership ( ) Corporation

(c) ..... ; ..... ;
;
( ) Individual ( ) Partnership ( ) Corporation

HAVE ENTERED INTO A JOINT VENTURE FOR THE SPECIAL PURPOSE OF CARRYING ON THE WORK AND PROFESSIONAL SERVICES HEREINAFTER DESCRIBED.

3. UNDER THE PROVISIONS OF SUCH JOINT VENTURE THE ASSETS OF EACH OF THE CONSULTANTS NAMED IN PARAGRAPH 2 HEREOF, AND IN CASE ANY CONSULTANT SO NAMED ABOVE IS A PARTNERSHIP THE ASSETS OF THE INDIVIDUAL MEMBERS OF SUCH PARTNERSHIP, WILL BE AVAILABLE FOR THE PERFORMANCE OF SUCH JOINT VENTURE AND LIABLE THEREFOR AND FOR ALL OBLIGATIONS INCURRED IN CONNECTION THEREWITH.

4. THIS STATEMENT OF JOINT VENTURE IS EXECUTED SO THAT THE NAMED CONSULTANTS MAY, UNDER SUCH JOINT VENTURE, PROPOSE TO PERFORM THE WORK AND PROFESSIONAL SERVICES HEREIN MENTIONED AND THEY MAY, IF THE SUCCESSFUL PROPOSER THEREFOR, BE AWARDED THE CONTRACT FOR SUCH WORK AND PROFESSIONAL SERVICES. ANY CONTRACT RELATING TO THE WORK AND PROFESSIONAL SERVICES HEREINAFTER SPECIFIED SHALL BE EXECUTED BY ANY PERSON AUTHORIZED TO BIND ANY MEMBER OF THIS JOINT VENTURE, AND WHEN SO EXECUTED SHALL BIND THIS JOINT VENTURE AND EACH AND EVERY CONSULTANT NAMED HEREIN, SEVERALLY AND JOINTLY. SIMULTANEOUS WITH THE EXECUTION OF THE CONTRACT THE JOINT VENTURERS SHALL DESIGNATE AND APPOINT A PROJECT MANAGER/DIRECTOR TO ACT AS THEIR TRUE AND LAWFUL AGENT WITH FULL POWER AND AUTHORITY TO DO AND PERFORM ANY AND ALL ACTS OR THINGS NECESSARY TO CARRY OUT THE WORK AND PROFESSIONAL SERVICES SET FORTH IN SAID CONTRACT.

STATEMENT OF JOINT VENTURE
FOR
PROFESSIONAL SERVICES
(Continued)

5. AS JOINT VENTURERS, WE BIND THE CONSULTANT FOR WHOM WE RESPECTIVELY EXECUTE THIS STATEMENT OF JOINT VENTURE IN FIRM AGREEMENT WITH NJ TRANSIT THAT EACH OF THE REPRESENTATIONS HEREIN SET FORTH IS TRUE.

6. THE WORK AND PROFESSIONAL SERVICES FOR WHICH THIS JOINT VENTURE HAS BEEN ENTERED INTO IS IDENTIFIED AS:

.....

.....

.....

.....

(a) .....
(Name of Consultant)

BY .....
(Also type or print name of signer)

(b) .....
(Name of Consultant)

BY .....
(Also type or print name of signer)

(c) .....
(Name of Consultant)

BY .....
(Also type or print name of signer)

TO BE EXECUTED BY EACH JOINT VENTURER

AUTHORIZATION AND DESIGNATION OF RESPECTIVE AFFIANTS TO THE STATEMENT OF JOINT VENTURE HERETO ATTACHED TO ACT FOR AND ON BEHALF OF THE CONSULTANTS NAMED IN PARAGRAPH 2 THEREOF:

(a) ..... HEREBY CERTIFIES THAT
(Name of Consultant)

..... HAS BEEN AND IS HEREBY EMPOWERED
(Name of Representative)

TO SIGN THE STATEMENT OF JOINT VENTURE ATTACHED HERETO AS THE AUTHORIZED

REPRESENTATIVE OF .....
(Name of Consultant)

FOR THE SPECIAL PURPOSE THEREIN EXPRESSED.

ATTEST..... .....

• • • • • • •

(b) ..... HEREBY CERTIFIES THAT
(Name of Consultant)

..... HAS BEEN AND IS HEREBY EMPOWERED
(Name of Representative)

TO SIGN THE STATEMENT OF JOINT VENTURE ATTACHED HERETO AS THE AUTHORIZED

REPRESENTATIVE OF .....
(Name of Consultant)

FOR THE SPECIAL PURPOSE THEREIN EXPRESSED.

ATTEST..... .....

• • • • • • •

(c) ..... HEREBY CERTIFIES THAT
(Name of Consultant)

..... HAS BEEN AND IS HEREBY EMPOWERED
(Name of Representative)

TO SIGN THE STATEMENT OF JOINT VENTURE ATTACHED HERETO AS THE AUTHORIZED

REPRESENTATIVE OF .....
(Name of Consultant)

FOR THE SPECIAL PURPOSE THEREIN EXPRESSED.

ATTEST..... .....

NEW JERSEY TRANSIT REQUEST FOR PROPOSAL NO. 21-030

MIDDLESEX COUNTY LOCAL BUS SERVICE

APPENDIX - R

APPENDIX R

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

Proposers are required to acknowledge receipt of all Addenda issued prior to the Proposal due date. This acknowledgment is made by the Proposer, if an individual; by a partner, if a partnership or limited liability partnership; or by an officer of the corporation, if a corporation; or by a member, if a limited liability corporation.

The undersigned acknowledges receipt of the following Addenda.

Addendum Number	Date
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

By: _____
Signature of Company Official

_____
Official's Title

_____
Company Name

NEW JERSEY TRANSIT REQUEST FOR PROPOSAL NO. 21-030

MIDDLESEX COUNTY LOCAL BUS SERVICE

APPENDIX - S

APPENDIX S

Intent to Propose Form

Please respond via email using the form below to indicate your organization's Intent to Propose by the date specified in the Timeline

RFP No. 21-030
Middlesex County Local Bus Service

All proposers must complete this page and email it to:
Janet Ellenbacher
NJ TRANSIT Procurement Officer
Email: jellenbacher@njtransit.com

Name of Proposer:_____

We confirm the receipt of your request for proposal and will take the following action [check only one box]:

- ❑ **We intend to submit an electronic proposal**
- ❑ **We decline to submit a proposal [please provide reason]**

Signature: _____

Name (Print):_____

Telephone #: _____

Date: _____

Email Address: _____

Alternate Name (Print): _____

Alternate Email Address: _____

Intent to Propose Forms must be received by the date specified in the RFP timeline.

Once your Intent to Propose Form has been received by NJ TRANSIT, you will receive instructions on how to access the Secure File Transfer Site (SFTS) via Microsoft OneDrive. From this site, you will be able to download information as well as upload your electronic version of the

proposal. The SFTS Microsoft OneDrive was utilized to provide a secure method for facilitating file transfers to and from outside parties.

NEW JERSEY TRANSIT REQUEST FOR PROPOSAL NO. 21-030

MIDDLESEX COUNTY LOCAL BUS SERVICE

APPENDIX - T

APPENDIX T
NEW JERSEY TRANSIT CORPORATION

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS (Byrd Anti-Lobbying Certification)

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____
Signature of Authorized Official

_____
Print Name

_____
Title

_____
Firm

_____
Date

NEW JERSEY TRANSIT REQUEST FOR PROPOSAL NO. 21-030

MIDDLESEX COUNTY LOCAL BUS SERVICE

APPENDIX - U

APPENDIX U

VENDOR'S CERTIFICATION OF NO FEDERAL TAX LIABILITY OR FELONY CONVICTION

On behalf of _____ (Name of Entity/Company/Business Association) (hereinafter "we"), I hereby certify that, as of the date of execution of this Certification, we:

1. Do not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and we

2. Have not been convicted of any felony criminal violation under any Federal law within the preceding 24 months; and we

3. Agree that, if awarded any contract by NJ TRANSIT, we will verify that all lower tier subcontractors or subconsultants involved in this work (including sub-subcontractors and sub-subconsultants, etc.), without regard to the value of any such sub agreement (or sub-sub agreement, etc.), also satisfy the conditions stated in Paragraphs 1 and 2 of this Certification.

We further understand and acknowledge that the conditions and obligations herein continue through and until the date of any contract award. If any of the conditions stated in Paragraphs 1 or 2 of this Certification change prior to the date of contract award, for us or for any subcontractor or subconsultant (or sub-subcontractor or sub-subconsultant, etc.), we will immediately notify the NJ TRANSIT contracting officer.

I certify under penalty of perjury that the foregoing statements made by me are true and correct. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

_____
Signature

_____
Type or Print Name

_____
Title

_____

Date

NEW JERSEY TRANSIT REQUEST FOR PROPOSAL NO. 21-030

MIDDLESEX COUNTY LOCAL BUS SERVICE

APPENDIX - V

Intentionally Left Blank

NEW JERSEY TRANSIT REQUEST FOR PROPOSAL NO. 21-030

MIDDLESEX COUNTY LOCAL BUS SERVICE

APPENDIX - W

APPENDIX W

Protest Procedure

Definitions

1. "File or Submit" means date of receipt by NJ TRANSIT's Contracting Officer.

2. "Federal Law or Regulation" means any valid requirement imposed by Federal statute or regulation governing contracts awarded pursuant to the grant agreement. This includes the requirements as stated in FTA Circular 4220.1F

3. "Interested Party" means an actual or prospective Proposer, an offeror or party whose direct economic interest would be affected by the award or failure to award the contract at issue.

Parties

Only an Interested Party may file a protest.

Types of Protests/Time Limits

1. Protests based upon a challenge to the specifications or alleged improprieties in NJ TRANSIT'S procurement process must be filed no later than fourteen (14) Calendar Days prior to the Proposal submission date.

2. Protests based upon rejection of a Proposal shall be filed no later than five (5) business days after the Protestor receives notification of rejection from NJ TRANSIT.

3. Protests based upon the award of a contract shall be filed no later than five (5) Business Days after the receipt of NJ TRANSIT’s Notice of Intent to Award.

4. All protests must be filed in writing. Oral protests will not be accepted.

Where to File

Protests must be filed directly with NJ TRANSIT'S Contracting Officer, or designee, at the address of 1 Penn Plaza East, Sixth Floor, Newark, New Jersey 07105, and identifying the RFP number.

The Protest

The protest must contain the following information:

1. The name, address, and telephone number of the protestor.

2. Identity of the RFP (by number and description).

3. A statement of the specific grounds for protest and any supporting documentation. Additional materials in support of the protest will only be considered if filed within the time limits set in Section C.

4. An indication of the ruling or relief desired from NJ TRANSIT.

Confidentiality of Protest

Materials submitted by a protestor will not be withheld from any interested party, except to the extent that the withholding of information is permitted or required by law or regulation. If the protestor believes the protest and any supporting documentation contains proprietary material that should be withheld, the protestor shall submit a statement advising of this fact affixed to the front page of the protest documents and the alleged proprietary information must be so identified wherever it appears. In the event that a public request is made for materials that the protestor has identified as confidential, NJ TRANSIT shall have the sole discretion and final authority to determine whether the materials are exempt from public disclosure and shall take action as required by applicable law.

Protest Procedures: Challenges to a Specification

1. An Interested Party finding cause to challenge a specification contained within the RFP may submit a written protest to NJ TRANSIT's Contracting Officer setting forth in detail the grounds for such protest;

2. A written protest may be submitted by an Interested Party only after NJ TRANSIT has formally responded to any questions raised by prospective Proposers and must be submitted at least fourteen (14) Calendar Days prior to the Proposal submission date to permit a review of the merits of the protest and to take appropriate action, as may be necessary, prior to the scheduled deadline for Proposal submission.

3. A protest of a specification of the advertised RFP shall contain the following:

    i. The RFP number and description; and

    ii. The specification(s) at issue and the specific grounds for challenging the cited specification(s), including all arguments, materials, or other documentation in support of the protestor's position.

4. NJ TRANSIT's Contracting Officer may disregard a protest not containing all of the items set forth in 3 above

5. NJ TRANSIT's Contracting Officer may, upon timely receipt of a protest of a specification, issue a final written decision on the protest prior to the Proposal submission date. Where a decision is issued, such determination shall be a final agency decision. NJ TRANSIT's Contracting Officer has the sole discretion to determine if an in-person presentation by the protestor is necessary to reach an informed decision on the protest.

6. NJ TRANSIT's Contracting Officer may resolve a protest of a specification by amending the RFP and extending the deadline for Proposal submission, by canceling the procurement, or by any other appropriate means.

Protest Procedures: Challenges to Rejection of a Proposal or Contract Award

1. An Interested Party finding cause to challenge the rejection of a Proposal, or award of the Contract for this RFP may submit a written protest to NJ TRANSIT's Contracting Officer setting forth in detail the grounds for such protest.

2. All written protests must conform to the time requirements as set forth above. Failure to timely submit a protest may result in the disregard of a protest.

3. A protest under this section shall contain the following information:

    i. The RFP number and description;

    ii. The specific grounds for the protest including all arguments, materials, or other documentation in support of the protestor's position; and

    iii. A statement as to whether the protestor requests an opportunity for an in-person hearing and the reason(s) for the request. The opportunity for an in-person presentation is at the sole discretion of the NJ TRANSIT Contracting Officer and subject to the terms set forth below.

4. Failure by a protestor to include all required information may result in a dismissal of the protest.

5. Protests accepted by NJ TRANSIT shall be resolved in writing on the basis of NJ TRANSIT's review of the record, including, but not limited to, the written protest, the terms, conditions, and requirements of the RFP, pertinent administrative rules, statutes, and case law, and any associated documentation NJ TRANSIT deems appropriate. In cases where no in-person hearing is held,

the written record shall, in and of itself, constitute a hearing. The determination by NJ TRANSIT shall be a final agency decision.

i. NJ TRANSIT has the sole discretion to determine if an in-person presentation by the protestor is necessary to reach an informed decision on the matter(s) of the protest. In-person presentations are for the benefit of NJ TRANSIT. NJ TRANSIT also has the discretion to limit attendance at an in-person presentation, when granted.

ii. NJ TRANSIT's decision will address only the issues raised originally by the protestor.

Request for Additional Information

1. NJ TRANSIT's Contracting Officer, or designee, is entitled to request, receive, and review copies of any and all records and documents deemed appropriate and relevant to the issues and arguments set forth in the protest. Upon receipt of a request by NJ TRANSIT's Contracting Officer, or designee, the protestor shall promptly provide the requested records and documents free of charge within the time frame specified by NJ TRANSIT.

2. If a protestor fails to comply with the provisions of this section, such failure may constitute a reasonable basis for NJ TRANSIT to resolve the protest against the protestor. Failure of a protestor to comply expeditiously with a request for information as specified by NJ TRANSIT's Contracting Officer, or designee, may also result in determination of the protest without consideration of the additional information.
3. NJ TRANSIT'S Contracting Officer, or designee, may also consider relevant information requested and received from other parties deemed appropriate by NJ TRANSIT.

Procurement Process Status

Upon timely receipt of a protest, NJ TRANSIT will delay the opening of Proposals until after resolution of the protest for protests filed prior to the Proposal submission date, or withhold award until after resolution of the protest for protests filed after Proposal receipt. However, NJ TRANSIT may open Proposals, or award a contract whenever NJ TRANSIT, at its sole discretion, determines that:

1. The items or work to be procured are urgently required; or

2. Delivery or performance will be unduly delayed by failure to make the award promptly; or

3. Failure to make prompt award will otherwise cause undue harm to NJ TRANSIT or the Federal Government.

Federal Transit Administration (FTA) Involvement

Where procurements are funded by the FTA, the protestor may protest to the FTA only where the protest alleges that NJ TRANSIT failed to have or to adhere to its protest procedures, failed to review a complaint or protest, or alleges a violation of a Federal law or regulation. Any protest to the FTA must be filed in accordance with FTA Circular 4220.1F.

Philip D. Murphy, Governor
Sheila Y. Oliver, Lieutenant Governor
Diane Gutierrez-Scaccetti, Commissioner
Kevin S. Corbett, President & CEO

NJTRANSIT
One Penn Plaza East
Newark, NJ 07105-2246
973-491-7000

July 21, 2021

Addendum No. 1

Re: NJ TRANSIT Request for Proposals RFP No. 21-030
Middlesex County Area Local Bus Service

To Whom it May Concern:

Prospective proposers are advised of the following clarifications, additions and/or revisions to the above referenced Request for Proposal (RFP):

1. RFP Pre-Proposal Conference Presentation

The Pre-Proposal Presentation summarizing information discussed at the Pre-Proposal Conference held on Tuesday, July 20, 2021 is enclosed as Attachment A.

2. RFP Pre-Proposal Conference Attendance Sheet

The Attendance Sheet from the Pre-Proposal Conference held on Tuesday, July 20, 2021 is included as Attachment B.

An authorized representative of your organization shall acknowledge receipt of this Addendum in the Appendix provided with its Proposal. Failure to acknowledge receipt of all Addenda may cause the rejection of the Proposal as non- responsive.

Sincerely,

Janet Ellenbacher

Janet Ellenbacher
Principal Contract Specialist
Procurement Department

Attachments

ATTACHMENT A

NJ TRANSIT Request for Proposals No. 21-030
Middlesex County Area Local Bus Service

PRE-PROPOSAL CONFERENCE – PRESENTATION

NJ TRANSIT
Private Carrier Affairs

RFP No. 21-030
Middlesex County Area Local Bus Service

Pre-Proposal Conference
Tuesday, July 20, 2021 at 10 a.m.

Janet Ellenbacher
Principal Contract Specialist

1

Pre-Proposal Conference Agenda

- Introduction
- RFP Process & Requirements
- DBE Goal Assignment and DBE Program Compliance Requirements
- Project Overview and Technical Requirements
- Question and Answer Session

2

NJ TRANSIT RFP No. 21-030 Key Dates

Inspection of Buses	Sunday, July 25, 2021
Questions Deadline	Friday, July 30, 2021
Intent to Propose Form Due	Thursday, August 19, 2021
Proposal Due Date	Thursday, August 26, 2020
Site Visits	On or about September 8-9, 2021
Oral Presentations	On or about September 14-15, 2021

3

Communications

- Communications regarding these Request(s) for Proposal(s) are to be conducted through NJ TRANSIT's Procurement Department.

  Principal Contract Specialist
  Janet Ellenbacher
  E-Mail – [redacted]

- All other contacts are strictly prohibited and considered improper. Violation of this prohibition may cause removal of a proposer from consideration for this contract. [redacted]

4

Communications (continued)

- Proposers are also advised that any discussions held during this meeting are considered informal and are not binding. The only means for modifying the RFP is through a formal written Addendum. Therefore, any inquiries or requests for clarification must be submitted in writing.
- Any response NJ TRANSIT elects to make will be made by a written Addendum to the RFP and sent to all listed holders of the Request for Proposal package.

5

Requests for Information & Questions

- All questions concerning this RFP must be submitted in writing and may be emailed to the attention of Janet Ellenbacher, Principal Contract Specialist, at [redacted] no later than **4:00 P.M. on July 30, 2021.** This RFP may be amended only in writing via addendum issued by NJ TRANSIT.
- Any response that NJ TRANSIT may choose to make will be by a written Addendum to the RFP and sent to all listed holders of the RFP Package.

6

Addendum Acknowledgement

- Addenda will be posted on One Drive and an email notification of its upload will be sent out to on the plan holders list by NJ TRANSIT's Procurement Intake Unit (PIU).
- **Proposers are required to acknowledge receipt of all Addenda by signing the "Acknowledgement of Receipt of Addenda" form included in the Addendum. The fully completed Acknowledgement (Appendix R) must included with the Proposal. Failure to acknowledge receipt of all Addenda may render the Proposal nonresponsive.**

7

Proposal Submission

- Proposals shall follow the format outlined in the RFP.
- All Proposals are to be submitted electronically.
- Electronic submission instructions will be provided upon the receipt of the Intent to Propose Form.

8

Proposal Submission – Technical Proposal & Certifications

- The **Technical Proposal** shall be submitted electronically as described in the RFP.
  - All required forms must be completed in Appendix B for the Technical Proposal.
  - Partially completed DBE Forms (**without** dollar values) must be included with Technical Proposal - DBE Forms A, A1, A2 and B of Appendix H.
- **Certifications** in the Appendices must be submitted with the Proposal.

  -All required Certifications should be submitted in a separate file.

  - Intent to Propose Form (Appendix S) is due before the Proposal Due Date – August 19, 2021 so the Proposer receives instructions for electronic proposal submission.

9

Proposal Submission – Cost Proposal

- The **Cost Proposal** shall be submitted electronically as a separate document as described in the RFP.
  - Use the MS Excel spreadsheets to prepare the Cost Proposal (in Appendix C). The Excel file was provided separately when you received the RFP package.
  - Include the fully completed DBE forms in Appendix H (**with dollar values**) with the Cost Proposals.

10

Intent to Propose Form

- Prospective proposers are required to register as an interested party by completing the Intent to Propose Form, on or before **August 19, 2021**. All forms must be emailed to [redacted] This form is required in order to submit a Proposal but does not bind a prospective proposer in any way. Failure to timely submit the notice of intent may result in NJ TRANSIT rejecting any proposal later submitted.

11

Proposal Due Date

- Proposals shall be electronically sent on or before **12:00 P.M., August 26, 2021**.
- A Secure File Transfer Site (SFTS) tool via Microsoft OneDrive is being utilized to provide a secure method for facilitating file transfers from outside parties. The Technical Proposal, Cost Proposal, and Certifications shall be uploaded **separately** to the provided Microsoft OneDrive link no later than 12:00 P.M., August 26, 2021.
- Proposers are requested to begin each file name with RFP Number, name of firm and include content description. (For example, RFP No. 21030 – Firm ABC – Technical Proposal).

12

Site Visit

- NJ TRANSIT's Technical Evaluation Committee (TEC) is scheduled to visit the proposed site(s) submitted by each Proposer for the operation and/or maintenance of the vehicles assigned to the service.
- Site Visits are tentatively scheduled to be held on or about **September 8-9, 2021**.
- Representatives of your company are urged to be on-site to answer any questions the TEC members may have regarding the maintenance and operation with respect to the proposed service.

13

Oral Presentations

- NJ TRANSIT will not hold any in-person meetings for the oral presentations. The oral presentations will be conducted utilizing a telephone and video conference via Microsoft Teams and instructions will be provided to the invitees. Oral Presentations are tentatively scheduled to be held on or about **September 14-15, 2021**.
- TEC members may ask questions regarding the Technical Proposal, maintenance of the vehicles, operations of routes, scheduling, and any other pertinent topics related to the Technical Proposal or RFP process.
- Proposers are strongly urged to have representatives from the various aspects of the Operations and Maintenance sections of the company present to answer questions asked by the TEC members.
- The Technical Evaluation Committee (TEC) will use the Oral Presentations to confirm and/or reassess its understanding of the written Technical Proposals, and incorporate that information into its evaluation.

14

NJ TRANSIT's OFFICE OF BUSINESS DEVELOPMENT

Disadvantaged Business Enterprise (DBE) Assigned Goal and DBE Program Compliance Requirements

Jackie Rush-Gilbert
Senior Contract Compliance Specialist
Office of Business Development

[redacted]

Presenter: Mariane Ibrahim

15

Role of Office of Business Development (OBD)

- Administer NJ TRANSIT's DBE and SBE program in accordance with the State and Federal requirements.
- Provide guidance and direction to potential Bidders/Proposers, NJ TRANSIT's project team, and DBE and SBE firms.
- Answer questions, issues, or concerns regarding DBE and SBE requirements of the contract and meeting the assigned contract goal.
- Conduct DBE and SBE Program compliance review of bid/proposal submission. OBD shall contact each subcontractor firm you listed to ensure they were contacted them, and they kn[redacted]w they will perform on this project.

16

DBE Goal Assignment

As an aid in meeting the commitment of its Disadvantaged Business Enterprise (DBE) Program, NJ TRANSIT has assigned a **3% Race Conscious DBE Goal** on the gross sum amount of the proposal or contract for DBE subcontracting participation.

The Proposer can refer to https://njucp.dbesystem.com/ which is a search engine of firms certified by the New Jersey Department of Transportation, the New Jersey Transit Corporation and the Port Authority of New York and New Jersey as Disadvantaged Business Enterprises.

17

DBE Program Compliance Requirements

- The Mandatory Forms are the **Form A, A1, A2, B** and a **copy of the DBE's Certified Profile page** from the NJUCP DBE Directory.
- Proposers are requested to review carefully and complete the forms entirely, with no blank fields. Fully completed DBE forms are to be submitted with the Cost Proposal.
- Notwithstanding the date of submission of the mandatory DBE forms, all negotiations between a Proposer and any potential DBE subcontractor, subconsultant, or supplier shall be completed prior to the Proposal due date. All DBE forms are included in **Appendix H** of the RFP.
- Failure to submit any and all mandatory DBE documentation **within five (5) calendar days after the Proposal due date** shall result in a rejection of a Proposal as non-responsible.

18

DBE Program Compliance Requirements (Continued)

A firm must be certified in the NJUCP by the proposal due date to receive DBE credit toward the contract's assigned DBE goal. Firms pending NJUCP DBE certification will not count toward meeting the assigned goal.

For technical guidance and/or assistance identifying active DBE firms listed in the NJUCP DBE directory at https://njucp.dbesystem.com/, you may contact the OBD representative identified on this Request for Proposal.

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MANDATORY FORM FOR BIDDER/PROPOSER/PRIME: COMPLETE ENTIRELY — FORM A (Fed)

First Tier DBE UTILIZATION - FORM A

Project Name: _____ NJT Contract No: _____

Assigned DBE Goal %: _____ NJT Procurement Specialist: _____ Contract Value ($): _____

First Tier DBE must perform at least 51% of its subcontract value if subcontracting to a Second -Tier DBE or Non-DBE. Do not count Non-DBE portion toward the goal.

Name, Address and Telephone # of DBE Subcontractor/Subconsultant	Provide Detailed Scope of Work to be Performed (Identify all suppliers)	Dollar Value of Subcontract/Sub-consultant Work ($) Awarded	Percentage of Subcontract Work (%)
			%
			%
			%
			%
			%
For DBE suppliers, show original subcontract value multiplied by 60% ($2,000*60%=$1200). For DBE portion of work, subtract Non-DBE portion of work from original subcontract value.	TOTALS	$	%

The undersigned will enter into a formal agreement with the DBE(s) listed in this schedule conditioned upon execution of a contract with NJ TRANSIT for the above referenced project. The undersigned understands that removal/replacement of the DBE(s) listed is NOT PERMISSIBLE for any reason (pre or post-award), without submitting a written request to the Office of Business Development and receiving WRITTEN APPROVAL from the Office of Business Development. Failure to obtain written approval shall result in the breach of contract and subject to corrective action to be determined by NJ TRANSIT.

Company Name: _____ Authorized Signature: _____

Company Address: _____ Print Name: _____

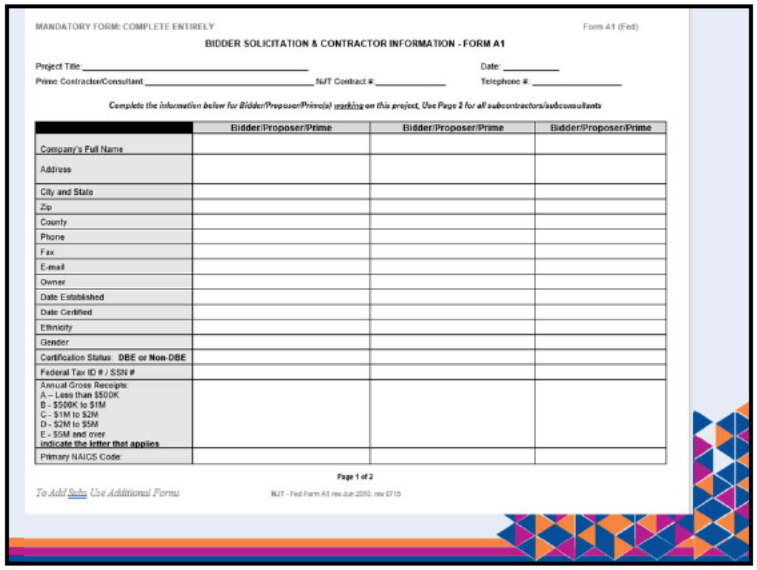
_____ Title: _____

Federal Tax ID #: _____ Prime Contractor's DBE Liaison Officer: _____

Company Tel #: _____ Date Signed: _____

To Add Rows Use Additional Forms — NJT Fed Form A rev June 2018

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MANDATORY FORM: COMPLETE ENTIRELY — Form A1 (Fed)

BIDDER SOLICITATION & CONTRACTOR INFORMATION - FORM A1

Project Title: _____ Date: _____

Prime Contractor/Consultant: _____ NJT Contract #: _____ Telephone #: _____

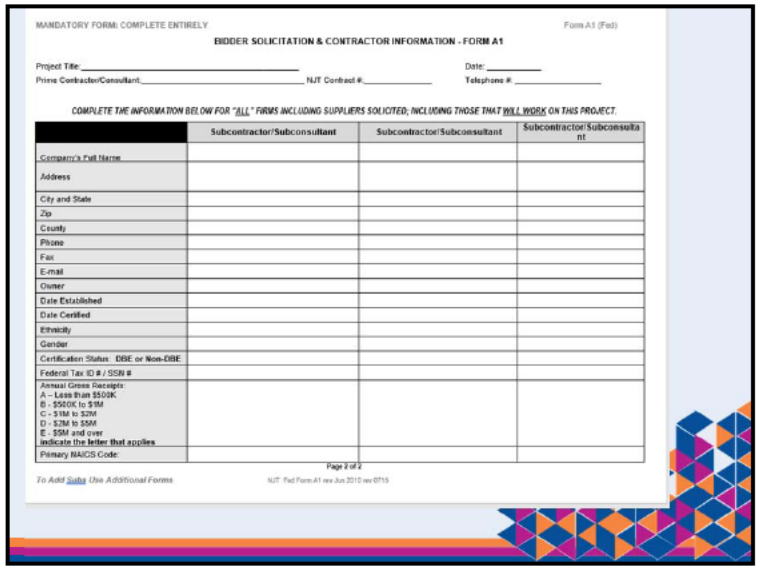
Complete the information below for Bidder/Proposer/Prime(s) working on this project, Use Page 2 for all subcontractors/subconsultants

	Bidder/Proposer/Prime	Bidder/Proposer/Prime	Bidder/Proposer/Prime
Company's Full Name			
Address			
City and State			
Zip			
County			
Phone			
Fax			
E-mail			
Owner			
Date Established			
Date Certified			
Ethnicity			
Gender			
Certification Status: DBE or Non-DBE			
Federal Tax ID # / SSN #			
Annual Gross Receipts: A – Less than $500K B - $500K to $1M C - $1M to $2M D - $2M to $5M E - $5M and over indicate the letter that applies			
Primary NAICS Code:			

Page 1 of 2

To Add Subs Use Additional Forms — NJT - Fed Form A1 rev Jun 2010, rev 0715

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MANDATORY FORM: COMPLETE ENTIRELY — Form A1 (Fed)

BIDDER SOLICITATION & CONTRACTOR INFORMATION - FORM A1

Project Title: _____ Date: _____

Prime Contractor/Consultant: _____ NJT Contract #: _____ Telephone #: _____

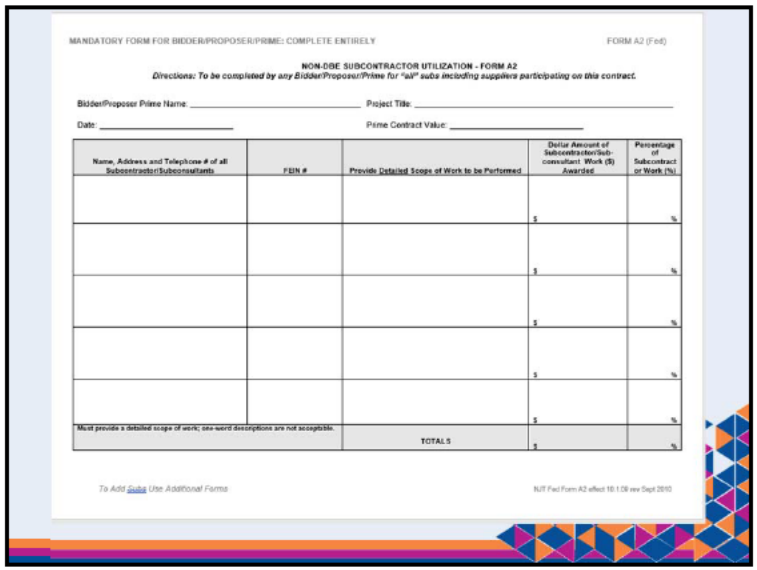
COMPLETE THE INFORMATION BELOW FOR "ALL" FIRMS INCLUDING SUPPLIERS SOLICITED; INCLUDING THOSE THAT WILL WORK ON THIS PROJECT.

	Subcontractor/Subconsultant	Subcontractor/Subconsultant	Subcontractor/Subconsultant
Company's Full Name			
Address			
City and State			
Zip			
County			
Phone			
Fax			
E-mail			
Owner			
Date Established			
Date Certified			
Ethnicity			
Gender			
Certification Status: DBE or Non-DBE			
Federal Tax ID # / SSN #			
Annual Gross Receipts: A – Less than $500K B - $500K to $1M C - $1M to $2M D - $2M to $5M E - $5M and over indicate the letter that applies			
Primary NAICS Code:			

Page 2 of 2

To Add Subs Use Additional Forms — NJT Fed Form A1 rev Jun 2010 rev 0715

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MANDATORY FORM FOR BIDDER/PROPOSER/PRIME: COMPLETE ENTIRELY — FORM A2 (Fed)

NON-DBE SUBCONTRACTOR UTILIZATION - FORM A2

Directions: To be completed by any Bidder/Proposer/Prime for "all" subs including suppliers participating on this contract.

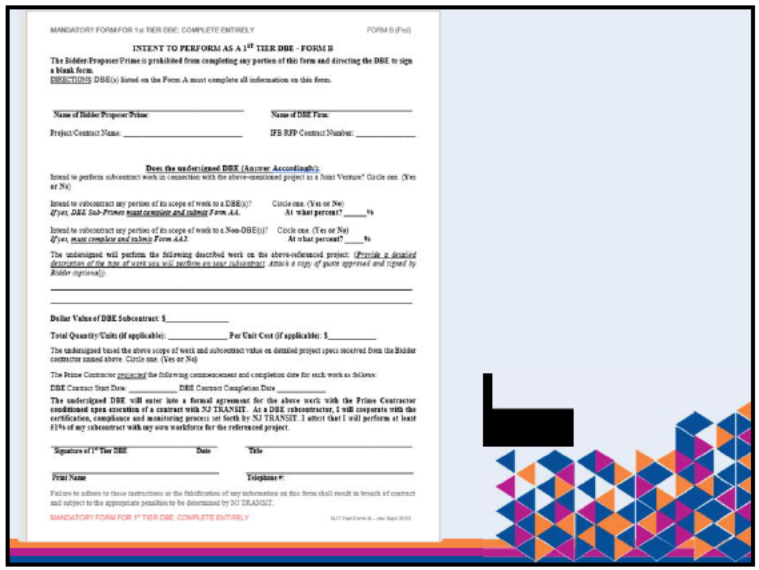
Bidder/Proposer Prime Name: _____ Project Title: _____

Date: _____ Prime Contract Value: _____

Name, Address and Telephone # of all Subcontractor/Subconsultants	FEIN #	Provide Detailed Scope of Work to be Performed	Dollar Amount of Subcontractor/Sub-consultant Work ($) Awarded	Percentage of Subcontract or Work (%)
			$	%
			$	%
			$	%
			$	%
			$	%
Must provide a detailed scope of work; one-word descriptions are not acceptable.		TOTALS	$	%

To Add Subs Use Additional Forms — NJT Fed Form A2 effect 10.1.09 rev Sept 2010

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MANDATORY FORM FOR 1st TIER DBE: COMPLETE ENTIRELY — FORM B (Fed)

INTENT TO PERFORM AS A 1ST TIER DBE - FORM B

The Bidder/Proposer/Prime is prohibited from completing any portion of this form and directing the DBE to sign a blank form.
DIRECTIONS: DBE(s) listed on the Form A must complete all information on this form.

Name of Bidder/Proposer/Prime: _____ Name of DBE Firm: _____

Project/Contract Name: _____ IFB RFP/Contract Number: _____

Does the undersigned DBE (Answer Accordingly):

Intend to perform subcontract work in connection with the above-mentioned project as a Joint Venture? Circle one. (Yes or No)

Intend to subcontract any portion of its scope of work to a DBE(s)? Circle one. (Yes or No)
If yes, DBE Sub-Primes must complete and submit Form AA. At what percent? _____%

Intend to subcontract any portion of its scope of work to a Non-DBE(s)? Circle one. (Yes or No)
If yes, must complete and submit Form AAA. At what percent? _____%

The undersigned will perform the following described work on the above-referenced project: *(Provide a detailed description of the type of work you will perform on your subcontract. Attach a copy of quote approved and signed by Bidder (optional).*

_____

_____

Dollar Value of DBE Subcontract: $_____

Total Quantity/Units (if applicable): _____ Per Unit Cost (if applicable): $_____

The undersigned based the above scope of work and subcontract value on detailed project specs received from the Bidder contractor named above. Circle one. (Yes or No)

The Prime Contractor projected the following commencement and completion date for such work as follows:

DBE Contract Start Date: _____ DBE Contract Completion Date _____

The undersigned DBE will enter into a formal agreement for the above work with the Prime Contractor conditioned upon execution of a contract with NJ TRANSIT. As a DBE subcontractor, I will cooperate with the certification, compliance and monitoring process set forth by NJ TRANSIT. I affirm that I will perform at least 51% of my subcontract with my own workforce for the referenced project.

Signature of 1st Tier DBE _____ Date _____ Title _____

Print Name _____ Telephone #: _____

Failure to adhere to these instructions or the falsification of any information on this form shall result in breach of contract and subject to the appropriate penalties to be determined by NJ TRANSIT.

MANDATORY FORM FOR 1ST TIER DBE: COMPLETE ENTIRELY — NJT Fed Form B – rev Sept 2010

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NJUCP Vendor Information Page
DBE Business Profile



Business & Contact Information

BUSINESS NAME [redacted] & Associates
OWNER Ms. [redacted]
ADDRESS [redacted]
Pelham, NY 10803
PHONE [redacted]
FAX [redacted]
EMAIL [redacted]
WEBSITE [redacted]

Certification Information

CERTIFYING AGENCY: New Jersey Transit
CERTIFICATION TYPE: DBE - Disadvantaged Business Enterprise
CERTIFIED BUSINESS DESCRIPTION: Historical preservation; environmental consulting; and cultural resource assessment.

Commodity Codes

Code	Description
NAICS 541340	Drafting services
NAICS 541620	Environmental consulting services
NAICS 541690	Other Scientific and Technical Consulting Services
NAICS 541720	Research and Development in the Social Sciences and Humanities
NAICS 541990	All Other Professional, Scientific, and Technical Services

25

Project Overview & Technical Requirements

- **Paul Lopes**
  Acting Senior Director, Private Carrier Affairs
- Contact Info:
  - Office: [redacted]
  - Cell: [redacted]
  - E-Mail: [redacted]

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Project Overview - Equipment Inspection

- All buses used in the operation of these contracted services are NABI model year 2012 transit style buses.
  - Middlesex County Area Local Bus Service – 37 buses assigned
- Potential Proposers will have the opportunity to look over the equipment **by appointment only** on **Sunday, July 25, 2021**.
- Deadline for requesting an appointment for the vehicle inspections will be on **Friday, July 23, 2021 by 1:00 P.M. EST**.
- Appointments are to be requested by e-mail to Paul Lopes at [redacted]
- Provide the name, e-mail address, and cell phone number of all persons that will attend the inspection when requesting the appointment.

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Project Overview - Equipment Inspection (continued)

- Buses will be made available outdoors in the lot of the current operator.
- Address of the location will be supplied upon scheduling of appointment.
- Buses may be started, and the various support and ADA systems may be operated.
- Road Tests and vehicle lifts will not be available for use.
  - Your inspectors are welcome to bring creepers to perform undercarriage inspections if they choose to do so.
- Please note, the current operator will be performing regularly scheduled service on the day of the inspections. Hence, not all buses assigned to the service will be available for inspection.
- Social distancing will be enforced during the equ[redacted]pections.
- **Safety vests will be required. Bring your own.**

28

Project Overview - Changes from Previous RFP's

- DBE Requirements instead of SBE
- Electronic monitoring and reporting requirements have been included
- Liquidated Damage assessments for operator non-compliance have been added and processes have been detailed
- Insurance Requirements have been amended
  - Same insurance levels, but the requirements have been augmented
- Audit compliance requirements have been clarified and enhanced
- Certification of the Chief Financial Officer or authorized assign of your organization is required for your monthly reporting.
- Different Certification forms required with the submission of proposal

29

Project Overview - Length of Contracts

- The service contracts will have an approximate three (3) year initial term with two (2) additional 2-year option periods that may be exercised at the discretion of NJ TRANSIT.
- **Middlesex County Area Local Bus Service**
  - Initial Contract Period – May 29, 2022 through May 24, 2025
  - First Option Period – May 25, 2025 through May 29, 2027
  - Second Option Period – May 30, 2027 through May 26, 2029

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Questions?

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NJ TRANSIT
Private Carrier Affairs

RFP No. 21-030
Middlesex County Area Local Bus Service

Pre-Proposal Conference
Tuesday, July 20, 2021

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ATTACHMENT B

NJ TRANSIT Request for Proposal No. 21-030
Middlesex County Area Local Bus Service

ATTENDANCE SHEET

ATTACHMENT B
Attendance List ***July 20, 2021 at 10 a.m.***
RFP No. 21-030 Middlesex County Area Local Bus Servi
Pre-proposal Conference - via MS Teams

Firm	Contact Name	Email Address	Attendee
Yankee Line Inc.	Michael Costa	[redacted]	X
Transdev	Jenny Hartman	[redacted]	X
	Martin Ward	[redacted]	X
	WC Pihl	[redacted]	
	Martin O'Connor	[redacted]	
	Rick Pascale	[redacted]	X
Coach USA	Brett Burke	[redacted]	X
	Scott Sprengel	[redacted]	
	Vince Grover	[redacted]	X
	Bill Budds	[redacted]	
	Bruce Roberts	[redacted]	
	Ed Carrion		X
Amaker & Porterfield Transportation Inc.			
	Julia A. Porterfield	[redacted]	X
Professional Touch NYC	Yolanda Mendez	[redacted]	
Go Beacon	Justin Grygiel	[redacted]	
Academy Bus	Antonio Ramos	[redacted]	X
	Matthew Schapiro	[redacted]	X
	Maxim Lipyansky	[redacted]	X
Easton Coach	Mark Glatz	[redacted]	X
Declined	David Batchelor Jr.	[redacted]	
Prime Vendor Inc.	Kim Jones	[redacted]	
Bid Prime	Justin Tanner	[redacted]	

Pre-proposal Conference Attendance List

	Contact Name	Email Address	Attendee
NJ TRANSIT			
	Janet Ellenbacher-Procur	[redacted]	X
	Paul Lopes		X
	Chris Corasio		
	Taishida Chapman		X
	Helene Cieri		X
	Matt Slotman		X
	Shaunita Royal		X
Declined	John Dinzik		
Business Development	Jackie Rush-Gilbert	[redacted]	
	Mariane Ibrahim	[redacted]	X
	Lisa-Marie Codrington		
	Melisa Campusano		
	Adonis Abreu		
	Shana Besley		
Procurement Intake Unit	Lisa Mustillo		X
	Benjamin Richardson		
	Bandali Zakkak		X
	Aziz Nekoukar		
	Mercedes Campbell		X
	Stavroula Doukakis		
	Jansy Escobar		X

Philip D. Murphy, Governor
Sheila Y. Oliver, Lieutenant Governor
Diane Gutierrez-Scaccetti, Commissioner
Kevin S. Corbett, President & CEO

NJ TRANSIT
One Penn Plaza East
Newark, NJ 07105-2246
973-491-7000

August 4, 2021

Addendum No. 2

Re: NJ TRANSIT Request for Proposals RFP No. 21-030
Middlesex County Area Local Bus Service

To Whom it May Concern:

Prospective proposers are advised of the following clarifications, additions and/or revisions to the above referenced Request for Proposal (RFP):

> NJ TRANSIT's responses to questions and requests for information from the Proposers are attached hereto as Attachment A to this Addendum No. 2. Attachment A1 includes the Equipment List with Mileage of buses that were requested for RFP No. 21-030 Middlesex County Local Bus Service.

An authorized representative of your organization shall acknowledge receipt of this Addendum in the Appendix provided with its Proposal. Failure to acknowledge receipt of all Addenda may cause the rejection of the Proposal as non- responsive.

Sincerely,

Janet Ellenbacher

Janet Ellenbacher
Principal Contract Specialist
Procurement Department

Attachments

ATTACHMENT A

NJ TRANSIT Request for Proposals No. 21-030
Middlesex County Local Bus Service

NJ TRANSIT'S RESPONSES TO PROPOSERS' QUESTIONS AND REQUEST FOR INFORMATION

NJ TRANSIT RFP No. 21-030
Proposers' Questions and NJ TRANSIT Responses

Question No.	Question	NJ TRANSIT Response
1	Please provide an extension of three weeks to allow all bidders to absorb the answers to questions to prepare the best proposal possible for submittal.	**The Proposal Due Date for RFP No. 21-030 will remain the same.**
2	Please provide any ratification or vote details, CBA(s) and contact information for any existing union(s).	**This is proprietary information of the current operator. Proposers are urged to provide details of their proposed labor plans**
3	What Retirement Benefits are currently offered union and non-union employees (i.e. 401(k), pension, 457 Plan, retiree medical, retiree life, etc.)?	**This is proprietary information of the current operator. Proposers are urged to provide details of their proposed labor plans**
4	What is the current employer contribution, vesting schedule and waiting periods for any plans offered?	**This is proprietary information of the current operator. Proposers are urged to provide details of their proposed labor plans**
5	Please provide information regarding driver hiring shortages and any impact on services provided in 2019 and year to date in 2021.	**Proposers are to use their own experience in recruiting, hiring, training and retention in developing the staffing plans they are proposing for the service**
6	Please provide the total number of employees – union (if applicable) and non-union.	**Proposers are to provide their complete staffing plan that meets their needs to provide the service they are presenting in their proposal.**
7	Please provide information regarding current benefit plan design (medical, dental, vision, life and disability insurance).	**This is proprietary information of the current operator. Proposers are urged to provide details of their proposed labor plans**
8	Please provide the employer/employee cost-sharing for health benefits for all coverage tiers.	**This is proprietary information of the current operator. Proposers are urged to provide details of their proposed labor plans**
9	What is the eligibility waiting period for benefits (ie; 0, 30, 60 or 90 days)?	**This is proprietary information of the current operator. Proposers are urged to provide details of their proposed labor plans**
10	Please provide census information (demographic information specifically employee date of birth, gender, home zip code, current benefit plan coverage tier).	**This is proprietary information of the current operator. Proposers are urged to provide details of their proposed labor plans**
11	Please provide Blocking charts from Hastus scheduling software to help us provide you with detailed runcutting with correct interlining examples. Or, to properly account and prepare for all elements of these contract hours, please provide the current vehicle blocking in the form of Headway Sheets or a similar document.	**Proposers are required to provide their run cuts as they would propose the scheduled service to operate. This will be a task that will be required of the winning proposer as changes are made to the service throughout the life of the contract. The evaluation of the proposer's run cuts is critical to the determination of the competence in performing the contract service by the proposer.**

Question No.	Question	NJ TRANSIT Response
12	The definition of Contract Hours on Page 4 of the RFP includes recovery hours and applicable deadhead hours. Please clarify what is meant by "applicable deadhead".	**In some instances where it is deemed feasible to deadhead within a run, the deadhead time and mileage is included in the service hours and miles. Deadhead to and from the operating facility (Pull-ins and Pull-Outs) are not part of Contract Hours and Contract Miles. Proposers are urged to include Pull-ins and Pull-outs in the proposed Total Hours and Total Miles.**
13	Please provide annual operating performance statistics for 2019-present, including: productivity, on time performance, preventable accidents.	**Not Applicable. Proposers must adhere to the performance standards as stipulated by RFP 21-030 and its Exhibits, Appendices, and Addendums.**
14	What radio equipment is on the units? Please provide the annual maintenance costs.	**The assigned buses are equipped with Power Trunk model MDT-400 radios. Maintenance costs will vary dependent on level of care used by the operators of the equipment. Generally, the maintenance costs are minimal and mostly consist of the damage caused by the inappropriate use or handling of the equipment. The cost associated with repeaters, over the air transmission, and coverage are borne by NJ Transit. The maintenance and repair of the onboard radio equipment is the responsibility of the operator.**
15	Please provide the make and model of fare boxes are used?	**The on-board fare collection equipment consists of one Parkeon (Flowbird) TGX 150 Register and one Cubic exact fare farebox Model 1031-1**
16	Who is responsible for the fare box maintenance?	**Component level repairs are performed by a contractor of NJ Transit. The operator of the bus service will diagnose the defect and replace the component in-house with a spare unit that will be supplied by NJ Transit. The defective components will then be returned to NJ Transit's contractor and swapped for a reconditioned component to maintain an appropriate level of spares in stock for its fleet size.**
17	Please provide information on the process for a turnover inspection for the fleet. Will NJT have a third party inspection prior to the start of the contract to identify all outstanding defects on the vehicles at the time of turn over?	**NJ Transit's Quality Assurance Specialists will perform a full fleet inspection of the equipment in advance of the contract turn-over. The current carrier is required to perform the necessary repairs prior to the turn-over of the vehicles.**
18	Please provide the current vehicle replacement plan.	**At this time, NJ Transit does not have an approved replacement of these vehicles scheduled. However, it is anticipated, the current fleet will remain in service and will not be replaced until 2025 at the earliest.**

Question No.	Question	NJ TRANSIT Response
19	Please provide the annual mileage for the vehicles over the last three years.	**Average annual mileage of the vehicles assigned to this service is 44,743 per vehicle.**
20	Please provide NJT's requirement for monthly cleaning for the fleet.	**Proposers must provide, as part of their technical proposal, their schedules, policies, and processes of how they will be performing the regular cleaning of the vehicles for evaluation by the Technical Evaluation Committee of NJ Transit.**
21	The bid mentions that the contractor must provide a "fully equipped garage". Please provide NJT's specific requirements for the facility.	**The proposer must demonstrate to NJ Transit their ability to safely accommodate, operate, and maintain the revenue equipment assigned to this service. The proposer has the ability to develop and equip their maintenance and operating facilities in a manner they deem adequate to operating and maintaining the assigned revenue vehicles. Proposers are urged to include the detailed operating and maintenance plans as part of their technical proposal including, but not limited to drawings of floor plans, vehicle and pedestrian traffic flow of the facility, and the list of relevant maintenance equipment such as number of work bays, type and quantity of bus lifts, capacity and type of fuel and lubricant storage, etc. The proposer's plan will be reviewed and evaluated by NJ Transit's Technical Evaluation Committee.**
22	Regarding the fleet, please provide the: a) Current odometer readings for each vehicle b) Make and Model of engines c) Mileage of last replacement of major component.	**The make and model of engine in the assigned vehicles is Cummins ISL CM2250. Please see Attachment No. A1 for an equipment list of the current mileages of the buses as of July 30, 2021. In the interest of expediting the release of this addendum while the List of Engines replaced is being complied, NJ TRANSIT will release its response to this part of the question in a subsequent addendum.**
23	The RFP confirms that none of the vehicles in the NJ Transit fleet are to be replaced for the five-year contract term. There are several vehicles in the fleet that are 2012 models, which would be considerably aged at that time. Can NJ Transit confirm when these models would be replaced?	**At this time, NJ Transit does not have an approved replacement of these vehicles scheduled. However, it is anticipated, the current fleet will remain in service and will not be replaced until 2025 at the earliest.**

Question No.	Question	NJ TRANSIT Response
24	The MCI NABI model is no longer in production. Should NJ Transit decide to replace the fleet, which make and model would they choose to replace their fleet?	**At this time, NJ Transit does not have an approved replacement of these vehicles scheduled. The make and model of the replacement vehicles will be determined at the time NJ Transit makes the decision to replace the current fleet. However, it is anticipated the fleet will be replaced with a comparable 40' transit style vehicle.**

ATTACHMENT A1

NJ TRANSIT Request for Proposal No. 21-030
Middlesex County Area Local Bus Service

Equipment List with Mileage of Buses

CUSA-Equipment List

Data Date: 7/30/2021
Data Time: 1:00:21 PM

Location: SUBURBAN TRANSIT

Location	Equip ID	Year	Make	Model	Serial Number	Date	Mileage
SUBURBAN TRANSIT	6148	2012	NABI	416.05	1N9416051CA140148	01/16/2021	218,361
SUBURBAN TRANSIT	6149	2012	NABI	416.05	1N9416053CA140149	01/16/2021	132,515
SUBURBAN TRANSIT	6150	2012	NABI	416.05	1N941605XCA140150	01/16/2021	427,790
SUBURBAN TRANSIT	6151	2012	NABI	416.05	1N9416051CA140151	01/16/2021	137,229
SUBURBAN TRANSIT	6152	2012	NABI	416.05	1N9416053CA140152	01/16/2021	403,175
SUBURBAN TRANSIT	6153	2012	NABI	416.05	1N9416055CA140153	01/16/2021	371,859
SUBURBAN TRANSIT	6154	2012	NABI	416.05	1N9416057CA140154	01/16/2021	404,685
SUBURBAN TRANSIT	6155	2012	NABI	416.05	1N9416059CA140155	01/16/2021	427,702
SUBURBAN TRANSIT	6156	2012	NABI	416.05	1N9416050CA140156	01/16/2021	456,835
SUBURBAN TRANSIT	6157	2012	NABI	416.05	1N9416052CA140157	01/16/2021	420,922
SUBURBAN TRANSIT	6158	2012	NABI	416.05	1N9416054CA140158	01/16/2021	414,014
SUBURBAN TRANSIT	6159	2012	NABI	416.05	1N9416056CA140159	01/16/2021	409,462
SUBURBAN TRANSIT	6160	2012	NABI	416.05	1N9416052CA140160	01/16/2021	407,568
SUBURBAN TRANSIT	6161	2012	NABI	416.05	1N9416054CA140161	01/16/2021	390,022
SUBURBAN TRANSIT	6162	2012	NABI	416.05	1N9416056CA140162	01/16/2021	433,314
SUBURBAN TRANSIT	6163	2012	NABI	416.05	1N9416058CA140163	01/16/2021	89,970
SUBURBAN TRANSIT	6164	2012	NABI	416.05	1N941605XCA140164	01/16/2021	448,207
SUBURBAN TRANSIT	6165	2012	NABI	416.05	1N9416051CA140165	01/16/2021	107,885
SUBURBAN TRANSIT	6166	2012	NABI	416.05	1N9416053CA140166	01/16/2021	453,860
SUBURBAN TRANSIT	6167	2012	NABI	416.05	1N9416055CA140167	01/16/2021	418,197
SUBURBAN TRANSIT	6168	2012	NABI	416.05	1N9416057CA140168	01/16/2021	412,963
SUBURBAN TRANSIT	6169	2012	NABI	416.05	1N9416059CA140169	01/16/2021	364,136
SUBURBAN TRANSIT	6170	2012	NABI	416.05	1N9416055CA140170	01/16/2021	456,064
SUBURBAN TRANSIT	6171	2012	NABI	416.05	1N9416057CA140171	01/16/2021	439,194
SUBURBAN TRANSIT	6172	2012	NABI	416.05	1N9416059CA140172	01/16/2021	436,163
SUBURBAN TRANSIT	6173	2012	NABI	416.05	1N9416050CA140173	01/16/2021	456,275
SUBURBAN TRANSIT	6174	2012	NABI	416.05	1N9416052CA140174	01/16/2021	453,091
SUBURBAN TRANSIT	6175	2012	NABI	416.05	1N9416054CA140175	01/16/2021	398,219
SUBURBAN TRANSIT	6176	2012	NABI	416.05	1N9416056CA140176	01/16/2021	129,243
SUBURBAN TRANSIT	6177	2012	NABI	416.05	1N9416058CA140177	01/16/2021	378,024
SUBURBAN TRANSIT	6178	2012	NABI	416.05	1N941605XCA140178	01/16/2021	396,500
SUBURBAN TRANSIT	6179	2012	NABI	416.05	1N9416051CA140179	01/16/2021	424,070
SUBURBAN TRANSIT	6180	2012	NABI	416.05	1N9416058CA140180	01/16/2021	441,083
SUBURBAN TRANSIT	6181	2012	NABI	416.05	1N941605XCA140181	01/16/2021	418,782
SUBURBAN TRANSIT	6182	2012	NABI	416.05	1N9416051CA140182	01/16/2021	458,675
SUBURBAN TRANSIT	6183	2012	NABI	416.05	1N9416053CA140183	01/16/2021	448,150
SUBURBAN TRANSIT	6184	2012	NABI	416.05	1N9416055CA140184	01/16/2021	426,298

Philip D. Murphy, Governor
Sheila Y. Oliver, Lieutenant Governor
Diane Gutierrez-Scaccetti, Commissioner
Kevin S. Corbett, President & CEO

NJ TRANSIT
One Penn Plaza East
Newark, NJ 07105-2246
973-491-7000

August 11, 2021

Addendum No. 3

Re: NJ TRANSIT Request for Proposals RFP No. 21-030
Middlesex County Area Local Bus Service

To Whom it May Concern:

Prospective proposers are advised of the following clarifications, additions and/or revisions to the above referenced Request for Proposal (RFP):

> NJ TRANSIT's response to the Proposer's question and request for information is attached hereto as Attachment A to this Addendum No. 3. Attachment A1 includes the Major Component (with Engines) Replacement List that was requested for RFP No. 21-030 Middlesex County Local Bus Service.

An authorized representative of your organization shall acknowledge receipt of this Addendum in the Appendix provided with its Proposal. Failure to acknowledge receipt of all Addenda may cause the rejection of the Proposal as non- responsive.

Sincerely,

Janet Ellenbacher

Janet Ellenbacher
Principal Contract Specialist
Procurement Department

Attachments

ATTACHMENT A

NJ TRANSIT Request for Proposals No. 21-030
Middlesex County Local Bus Service

NJ TRANSIT's Response to the Proposer's Question and Request for Information

Question No.	Question	NJ TRANSIT Response
1	Regarding the fleet, please provide the: Mileage of last replacement of major components.	**Please see Attachment No. A1 for the Major Component Replacement (includes Engines) list.**

ATTACHMENT A1

NJ TRANSIT Request for Proposal No. 21-030
Middlesex County Area Local Bus Service

Major Component Replacement List

RFP 21-030 Middlesex County Local Bus Service

ATACHMENT A1

Major Component Replacement

Engine Replacements on assigned buses

Bus #	Date	Mileage (If Available)
6154	05/06/21	392,520
6156	03/05/21	432,832
6160	03/29/21	395,550
6161	11/04/20	Not Available
6169	03/26/21	344,170
6171	03/12/19	Not Available
6174	05/21/21	Not Available
6179	09/10/20	Not Available
6182	02/05/21	383,169
6183	09/10/20	Not Available

Transmission Replacements on assigned buses

Bus #	Date	Mileage (If Available)
6148	04/11/18	Not Available
6154	01/12/21	Not Available
6162	12/19/19	Not Available
6169	11/28/18	Not Available
6178	02/21/18	Not Available
6181	03/19/19	Not Available

Philip D. Murphy, Governor
Sheila Y. Oliver, Lieutenant Governor
Diane Gutierrez-Scaccetti, Commissioner
Kevin S. Corbett, President & CEO

NJTRANSIT
One Penn Plaza East
Newark, NJ 07105-2246
973-491-7000

August 13, 2021

Addendum No. 4

Re: NJ TRANSIT Request for Proposals RFP No. 21-030
Middlesex County Area Local Bus Service

To Whom it May Concern:

Prospective proposers are advised of the following clarifications, additions and/or revisions to the above referenced Request for Proposal (RFP):

> See Attachment A for the revised Exhibit C, Supplemental Statistics, for RFP No. 21-030 Middlesex County Local Bus Service. The "Total Weekday Miles" subtotal for July 2022 through June 2023 has changed from 646,518.60 to 1,298,168.30. Period to-date subtotals for this column have been updated accordingly. This correction has no effect on the overall statistics stated in the "Total Miles" column or the Cost Proposal documents of Appendix C. (Expand screen to see figures).

An authorized representative of your organization shall acknowledge receipt of this Addendum in the Appendix provided with its Proposal. Failure to acknowledge receipt of all Addenda may cause the rejection of the Proposal as non- responsive.

Sincerely,

Janet Ellenbacher

Janet Ellenbacher
Principal Contract Specialist
Procurement Department

Attachment

ADDENDUM NO. 4
ATTACHMENT A

NJ TRANSIT Request for Proposals No. 21-030
Middlesex County Local Bus Service

Revised Exhibit C
Supplemental Statistics

Middlesex County Local Bus Service
Initial Contract: May 29, 2022 through May 24, 2025
First Option: May 25, 2025 through May 29, 2027
Second Option: May 30, 2027 through May 26, 2029
Service Schedule Effective as of : September 5, 2020
Holiday Schedules Updated: January 17, 2021

Month	Wkdy	Sat	Sun	Hol A	Hol B	Hol C	Weekday Hours	Saturday Hours	Sunday Hours	Hol A Hours	Hol B Hours	Hol C Hours	Total Weekday Hours	Total Saturday Hours	Total Sunday	Total Hol A Hours	Total Hol B Hours	Total Hol C Hours	Total Hours	Weekday Miles	Saturday Miles	Sunday Miles	Hol A Miles	Hol B Miles	Hol C Miles	Total Weekday Miles	Total Saturday Miles	Total Sunday Miles	Total Hol A Miles	Total Hol B Miles	Total Hol C Miles	Total Miles
May 29-31, 2022	1	0	1	1	0	0	370.63	189. 0	80.77	80.77	238.	325.96	370.63	0.00	80.77	80.77	0.00	0.00	**532 17**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	5,131.10	0.00	1,125.29	1,125.29	0.00	0.00	**7 381 68**
June. 2022	22			0	0	0	370.63	189. 0	80.77	80.77	238.	325.96	8,153.86	757.60	323.08	0.00	0.00	0.00	**9 234 54**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	112.88 .20	10,796.8	,501.16	0.00	0.00	0.00	**128 182 20**
otal:	**23**	**4**	**5**	**1**	**0**	**0**							**8 524 49**	**757 60**	**403 85**	**80 77**	**0 00**	**0 00**	**9 766 71**							**118 015 30**	**10 796 84**	**5 626 45**	**1 125 29**	**0 00**	**0 00**	**135 563 88**
	33																															

Month	Wkdy	Sat	Sun	Hol A	Hol B	Hol C	Weekday Hours	Saturday Hours	Sunday Hours	Hol A Hours	Hol B Hours	Hol C Hours	Total Weekday Hours	Total Saturday Hours	Total Sunday	Total Hol A Hours	Total Hol B Hours	Total Hol C Hours	Total Hours	Weekday Miles	Saturday Miles	Sunday Miles	Hol A Miles	Hol B Miles	Hol C Miles	Total Weekday Miles	Total Saturday Miles	Total Sunday Miles	Total Hol A Miles	Total Hol B Miles	Total Hol C Miles	Total Miles
July, 2022	20	5	5	1	0	0	370.63	189. 0	80.77	80.77	238.	325.96	7, 12.60	9 7.00	03.85	80.77	0.00	0.00	**8 844 22**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	102,622.00	13, 96.05	5,626. 5	1,125.29	0.00	0.00	**122 869 79**
Auaust. 2022	23			0	0	0	370.63	189. 0	80.77	80.77	238.	325.96	8.52 . 9	757.60	323.08	0.00	0.00	0.00	**9 605 17**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	118.015.30	10.796.8	,501.16	0.00	0.00	0.00	**133 313 30**
September, 2022	21			1	0	0	370.63	189. 0	80.77	80.77	238.	325.96	7,783.23	757.60	323.08	80.77	0.00	0.00	**9 844 68**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	107,753.10	10,796.8	,501.16	1,125.29	0.00	0.00	**124 176 39**
October. 2022	21	5	5	0	0	0	370.63	189. 0	80.77	80.77	238.	325.96	7,783.23	9 7.00	03.85	0.00	0.00	0.00	**9 134 08**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	107,753.10	13, 96.05	5,626. 5	0.00	0.00	0.00	**126 875 60**
November, 2022	21			0	0	0	370.63	189. 0	80.77	80.77	238.	325.96	7,783.23	757.60	323.08	0.00	0.00	0.00	**8 863 91**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	107,753.10	10,796.8	,501.16	0.00	0.00	0.00	**123 051 10**
December, 2022	21	5	3	0	1	0	370.63	189. 0	80.77	80.77	238.	325.96	7,783.23	9 7.00	2 2.31	0.00	238.	0.00	**9 210 98**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	107,753.10	13, 96.05	3,375.87	0.00	3,279.53	0.00	**127 904 55**
January, 2023	20			1	1	1	370.63	189. 0	80.77	80.77	238.	325.96	7, 12.60	757.60	323.08	80.77	238.	325.96	**9 138 45**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	102,622.00	10,796.8	,501.16	1,125.29	3,279.53	,5 5.62	**126 870 44**
February, 2023	19			0	0	1	370.63	189. 0	80.77	80.77	238.	325.96	7,0 1.97	757.60	323.08	0.00	0.00	325.96	**8 448 61**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	97, 90.90	10,796.8	,501.16	0.00	0.00	,5 5.62	**117 334 52**
March, 2023	23			0	0	0	370.63	189. 0	80.77	80.77	238.	325.96	8,52 . 9	757.60	323.08	0.00	0.00	0.00	**9 605 17**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	118,015.30	10,796.8	,501.16	0.00	0.00	0.00	**133 313 30**
April, 2023	20	5		1	0	0	370.63	189. 0	80.77	80.77	238.	325.96	7, 12.60	9 7.00	323.08	80.77	0.00	0.00	**8 763 45**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	102,622.00	13, 96.05	,501.16	1,125.29	0.00	0.00	**121 744 50**
Mav. 2023	22			1	0	0	370.63	189. 0	80.77	80.77	238.	325.96	8.153.86	757.60	323.08	80.77	0.00	0.00	**9 315 31**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	112.88 .20	10.796.8	,501.16	1,125.29	0.00	0.00	**129 307 49**
June, 2023	22			0	0	0	370.63	189. 0	80.77	80.77	238.	325.96	8,153.86	757.60	323.08	0.00	0.00	0.00	**9 234 54**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	112.88 .20	10,796.8	,501.16	0.00	0.00	0.00	**128 182 20**
otal:	**253**	**52**	**49**	**5**	**2**	**2**							**93 769 39**	**9 848 80**	**3 957 73**	**403 85**	**476 88**	**651 92**	**109 108 57**							**1 298 168 30**	**140 358 92**	**55 139 21**	**5 626 45**	**6 559 06**	**9 091 24**	**1 514 943 18**
	363																															
Running otal:	**396**												**102 293 88**	**10 606 40**	**4 361 58**	**484 62**	**476 88**	**651 92**	**118 875 28**							**1 416 183 60**	**151 155 76**	**60 765 66**	**6 751 74**	**6 559 06**	**9 091 24**	**1 650 507 06**

Month	Wkdy	Sat	Sun	Hol A	Hol B	Hol C	Weekday Hours	Saturday Hours	Sunday Hours	Hol A Hours	Hol B Hours	Hol C Hours	Total Weekday Hours	Total Saturday Hours	Total Sunday	Total Hol A Hours	Total Hol B Hours	Total Hol C Hours	Total Hours	Weekday Miles	Saturday Miles	Sunday Miles	Hol A Miles	Hol B Miles	Hol C Miles	Total Weekday Miles	Total Saturday Miles	Total Sunday Miles	Total Hol A Miles	Total Hol B Miles	Total Hol C Miles	Total Miles
July, 2023	20	5	5	1	0	0	370.63	189. 0	80.77	80.77	238.	325.96	7, 12.60	9 7.00	03.85	80.77	0.00	0.00	**8 844 22**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	102,622.00	13, 96.05	5,626. 5	1,125.29	0.00	0.00	**122 869 79**
Auaust. 2023	23			0	0	0	370.63	189. 0	80.77	80.77	238.	325.96	8.52 . 9	757.60	323.08	0.00	0.00	0.00	**9 605 17**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	118.015.30	10.796.8	,501.16	0.00	0.00	0.00	**133 313 30**
September, 2023	20	5		1	0	0	370.63	189. 0	80.77	80.77	238.	325.96	7, 12.60	9 7.00	323.08	80.77	0.00	0.00	**8 763 45**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	102,622.00	13, 96.05	,501.16	1,125.29	0.00	0.00	**121 744 50**
October, 2023	22		5	0	0	0	370.63	189. 0	80.77	80.77	238.	325.96	8,153.86	757.60	03.85	0.00	0.00	0.00	**9 315 31**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	112,88 .20	10,796.8	5,626. 5	0.00	0.00	0.00	**129 307 49**
November, 2023	21			0	0	0	370.63	189. 0	80.77	80.77	238.	325.96	7,783.23	757.60	323.08	0.00	0.00	0.00	**8 863 91**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	107,753.10	10,796.8	,501.16	0.00	0.00	0.00	**123 051 10**
Decembe, 2023	20	5	5	0	0	0	370.63	189. 0	80.77	80.77	238.	325.96	7, 12.60	9 7.00	03.85	0.00	0.00	0.00	**8 763 45**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	102,622.00	13, 96.05	5,626. 5	0.00	0.00	0.00	**121 744 50**
Januarv, 202	21			1	0	1	370.63	189. 0	80.77	80.77	238.	325.96	7,783.23	757.60	323.08	80.77	0.00	325.96	**9 270 64**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	107,753.10	10,796.8	,501.16	1,125.29	0.00	,5 5.62	**128 722 01**
February, 202	20			0	0	1	370.63	189. 0	80.77	80.77	238.	325.96	7, 12.60	757.60	323.08	0.00	0.00	325.96	**8 819 24**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	102,622.00	10,796.8	,501.16	0.00	0.00	,5 5.62	**122 465 62**
March. 202	21	5		1	0	0	370.63	189. 0	80.77	80.77	238.	325.96	7,783.23	9 7.00	323.08	80.77	0.00	0.00	**9 134 08**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	107,753.10	13, 96.05	,501.16	1,125.29	0.00	0.00	**126 875 60**
April, 202	22			0	0	0	370.63	189. 0	80.77	80.77	238.	325.96	8,153.86	757.60	323.08	0.00	0.00	0.00	**9 234 54**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	112,88 .20	10,796.8	,501.16	0.00	0.00	0.00	**128 182 20**
Mav, 202	22			1	0	0	370.63	189. 0	80.77	80.77	238.	325.96	8,153.86	757.60	323.08	80.77	0.00	0.00	**9 315 31**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	112,88 .20	10,796.8	,501.16	1,125.29	0.00	0.00	**129 307 49**
June, 202	20	5	5	0	0	0	370.63	189. 0	80.77	80.77	238.	325.96	7, 12.60	9 7.00	03.85	0.00	0.00	0.00	**8 763 45**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	102,622.00	13, 96.05	5,626. 5	0.00	0.00	0.00	**121 744 50**
otal:	**252**	**53**	**52**	**5**	**0**	**2**							**93 398 76**	**10 038 20**	**4 200 04**	**403 85**	**0 00**	**651 92**	**108 692 77**							**1 293 037 20**	**143 058 13**	**58 515 08**	**5 626 45**	**0 00**	**9 091 24**	**1 509 328 10**
	364																															
Running otal:	**760**												**195 692 64**	**20 644 60**	**8 561 62**	**888 47**	**476 88**	**1 303 84**	**227 568 05**							**2 709 220 80**	**294 213 89**	**119 280 74**	**12 378 19**	**6 559 06**	**18 182 48**	**3 159 835 16**

Month	Wkdy	Sat	Sun	Hol A	Hol B	Hol C	Weekday Hours	Saturday Hours	Sunday Hours	Hol A Hours	Hol B Hours	Hol C Hours	Total Weekday Hours	Total Saturday Hours	Total Sunday	Total Hol A Hours	Total Hol B Hours	Total Hol C Hours	Total Hours	Weekday Miles	Saturday Miles	Sunday Miles	Hol A Miles	Hol B Miles	Hol C Miles	Total Weekday Miles	Total Saturday Miles	Total Sunday Miles	Total Hol A Miles	Total Hol B Miles	Total Hol C Miles	Total Miles
July, 202	22			1	0	0	370.63	189. 0	80.77	80.77	238.	325.96	8,153.86	757.60	323.08	80.77	0.00	0.00	**9 315 31**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	112,88 .20	10,796.8	,501.16	1,125.29	0.00	0.00	**129 307 49**
August, 202	22	5		0	0	0	370.63	189. 0	80.77	80.77	238.	325.96	8,153.86	9 7.00	323.08	0.00	0.00	0.00	**9 423 94**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	112,88 .20	13, 96.05	,501.16	0.00	0.00	0.00	**130 881 41**
September, 202	20		5	1	0	0	370.63	189. 0	80.77	80.77	238.	325.96	7, 12.60	757.60	03.85	80.77	0.00	0.00	**8 654 82**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	102,622.00	10,796.8	5,626. 5	1,125.29	0.00	0.00	**120 170 58**
October, 202	23			0	0	0	370.63	189. 0	80.77	80.77	238.	325.96	8,52 . 9	757.60	323.08	0.00	0.00	0.00	**9 605 17**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	118,015.30	10,796.8	,501.16	0.00	0.00	0.00	**133 313 30**
November, 202	20	5		0	0	0	370.63	189. 0	80.77	80.77	238.	325.96	7, 12.60	9 7.00	323.08	0.00	0.00	0.00	**8 682 68**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	102,622.00	13, 96.05	,501.16	0.00	0.00	0.00	**120 619 21**
December, 202	21		5	0	0	0	370.63	189. 0	80.77	80.77	238.	325.96	7,783.23	757.60	03.85	0.00	0.00	0.00	**8 944 68**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	107,753.10	10,796.8	5,626. 5	0.00	0.00	0.00	**124 176 39**
January, 2025	21			1	0	1	370.63	189. 0	80.77	80.77	238.	325.96	7,783.23	757.60	323.08	80.77	0.00	325.96	**9 270 64**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	107,753.10	10,796.8	,501.16	1,125.29	0.00	,5 5.62	**128 722 01**
February, 2025	19			0	0	1	370.63	189. 0	80.77	80.77	238.	325.96	7,0 1.97	757.60	323.08	0.00	0.00	325.96	**8 448 61**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	97, 90.90	10,796.8	,501.16	0.00	0.00	,5 5.62	**117 334 52**
March. 2025	21	5	5	0	0	0	370.63	189. 0	80.77	80.77	238.	325.96	7,783.23	9 7.00	03.85	0.00	0.00	0.00	**9 134 08**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	107,753.10	13, 96.05	5,626. 5	0.00	0.00	0.00	**126 875 60**
April, 2025	22	3	1	0	0	0	370.63	189. 0	80.77	80.77	238.	325.96	8,153.86	757.60	2 2.31	80.77	0.00	0.00	**9 234 54**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	112,88 .20	10,796.8	3,375.87	1,125.29	0.00	0.00	**128 182 20**
May 1-2 , 2025	17		3	0	0	0	370.63	189. 0	80.77	80.77	238.	325.96	6,300.71	757.60	2 2.31	0.00	0.00	0.00	**7 300 62**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	87,228.70	10,796.8	3,375.87	0.00	0.00	0.00	**101 401 41**
otal:	**228**	**47**	**45**	**4**	**0**	**2**							**84 503 64**	**8 901 80**	**3 634 65**	**323 08**	**0 00**	**651 92**	**98 015 09**							**1 169 890 80**	**126 862 87**	**50 638 05**	**4 501 16**	**0 00**	**9 091 24**	**1 360 984 12**
	326																															
Initial Contract otal:	**1086**												**280 196 28**	**29 546 40**	**12 196 27**	**1 211 55**	**476 88**	**1 955 76**	**325 583 14**							**3 879 111 60**	**421 076 76**	**169 918 79**	**16 879 35**	**6 559 06**	**27 273 72**	**4 520 819 28**

Middlesex County Local Bus Service
Initial Contract: May 29, 2022 through May 24, 2025
First Option: May 25, 2025 through May 29, 2027
Second Option: May 30, 2027 through May 26, 2029
Service Schedule Effective as of : September 5, 2020
Holiday Schedules Updated: January 17, 2021
Option Period # 1

Month	Wkdy	Sat	Sun	Hol A	Hol B	Hol C	Weekday Hours	Saturday Hours	Sunday Hours	Hol A Hours	Hol B Hours	Hol C Hours	Total Weekday Hours	Total Saturday Hours	Total Sunday	Total Hol A Hours	Total Hol B Hours	Total Hol C Hours	Total Hours	Weekday Miles	Saturday Miles	Sunday Miles	Hol A Miles	Hol B Miles	Hol C Miles	Total Weekday Miles	Total Saturday Miles	Total Sunday Miles	Total Hol A Miles	Total Hol B Miles	Total Hol C Miles	Total Miles
May 25-31, 2025		1	1	1	0	0	370.63	189. 0	80.77	80.77	238.	325.96	1, 82.52	189. 0	80.77	80.77	0.00	0.00	**1 833 46**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	20,52 . 0	2,699.21	1,125.29	1,125.29	0.00	0.00	**25 474 19**
June. 2025	21		5	0	0	0	370.63	189. 0	80.77	80.77	238.	325.96	7,783.23	757.60	03.85	0.00	0.00	0.00	**8 944 68**	5.131.10	2.699.21	1,125.29	1.125.29	3,279.53	.5 5.62	107,753.10	10,796.8	5,626. 5	0.00	0.00	0.00	**124 176 39**
otal:	**25**	**5**	**6**	**1**	**0**	**0**							**9 265 75**	**947 00**	**484 62**	**80 77**	**0 00**	**0 00**	**10 778 14**							**128 277 50**	**13 496 05**	**6 751 74**	**1 125 29**	**0 00**	**0 00**	**149 650 58**
	37																															
1st Option Running otal:	**37**												**9 265 75**	**947 00**	**484 62**	**80 77**	**0 00**	**0 00**	**10 778 14**							**128 277 50**	**13 496 05**	**6 751 74**	**1 125 29**	**0 00**	**0 00**	**149 650 58**
Contract Running otal:	**1 123**												**289 462 03**	**30 493 40**	**12 680 89**	**1 292 32**	**476 88**	**1 955 76**	**336 361 28**							**4 007 389 10**	**434 572 81**	**176 670 53**	**18 004 64**	**6 559 06**	**27 273 72**	**4 670 469 86**

Month	Wkdy	Sat	Sun	Hol A	Hol B	Hol C	Weekday Hours	Saturday Hours	Sunday Hours	Hol A Hours	Hol B Hours	Hol C Hours	Total Weekday Hours	Total Saturday Hours	Total Sunday	Total Hol A Hours	Total Hol B Hours	Total Hol C Hours	Total Hours	Weekday Miles	Saturday Miles	Sunday Miles	Hol A Miles	Hol B Miles	Hol C Miles	Total Weekday Miles	Total Saturday Miles	Total Sunday Miles	Total Hol A Miles	Total Hol B Miles	Total Hol C Miles	Total Miles
July, 2025	22			1	0	0	370.63	189. 0	80.77	80.77	238.	325.96	8,153.86	757.60	323.08	80.77	0.00	0.00	**9 315 31**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	112,88 .20	10,796.8	,501.16	1,125.29	0.00	0.00	**129 307 49**
August. 2025	21	5	5	0	0	0	370.63	189. 0	80.77	80.77	238.	325.96	7,783.23	9 7.00	03.85	0.00	0.00	0.00	**9 134 08**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	107,753.10	13, 96.05	5,626. 5	0.00	0.00	0.00	**126 875 60**
September, 2025	21			1	0	0	370.63	189. 0	80.77	80.77	238.	325.96	7,783.23	757.60	323.08	80.77	0.00	0.00	**9 944 68**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	107,753.10	10,796.8	,501.16	1,125.29	0.00	0.00	**124 176 39**
October, 2025	23			0	0	0	370.63	189. 0	80.77	80.77	238.	325.96	8,52 . 9	757.60	323.08	0.00	0.00	0.00	**9 605 17**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	118,015.30	10,796.8	,501.16	0.00	0.00	0.00	**133 313 30**
November, 2025	19	5	5	0	0	0	370.63	189. 0	80.77	80.77	238.	325.96	7,0 1.97	9 7.00	03.85	0.00	0.00	0.00	**8 392 82**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	97, 90.90	13, 96.05	5,626. 5	0.00	0.00	0.00	**116 613 40**
December, 2025	22			0	0	0	370.63	189. 0	80.77	80.77	238.	325.96	8,153.86	757.60	323.08	0.00	0.00	0.00	**9 234 54**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	112,88 .20	10,796.8	,501.16	0.00	0.00	0.00	**128 182 20**
January, 2026	20	5		1	0	1	370.63	189. 0	80.77	80.77	238.	325.96	7, 12.60	9 7.00	323.08	80.77	0.00	325.96	**9 089 41**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	102,622.00	13, 96.05	,501.16	1,125.29	0.00	,5 5.62	**126 290 12**
February, 2026	19			0	0	1	370.63	189. 0	80.77	80.77	238.	325.96	7,0 1.97	757.60	323.08	0.00	0.00	325.96	**8 448 61**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	97, 90.90	10,796.8	,501.16	0.00	0.00	,5 5.62	**117 334 52**
March. 2026	22		5	0	0	0	370.63	189. 0	80.77	80.77	238.	325.96	8.153.86	757.60	03.85	0.00	0.00	0.00	**9 315 31**	5.131.10	2.699.21	1,125.29	1,125.29	3,279.53	.5 5.62	112,88 .20	10.796.8	5,626. 5	0.00	0.00	0.00	**129 307 49**
April, 2026	22		3	1	0	0	370.63	189. 0	80.77	80.77	238.	325.96	8,153.86	757.60	2 2.31	80.77	0.00	0.00	**9 234 54**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	112,88 .20	10,796.8	3,375.87	1,125.29	0.00	0.00	**128 182 20**
May, 2026	20	5	5	1	0	0	370.63	189. 0	80.77	80.77	238.	325.96	7, 12.60	9 7.00	03.85	80.77	0.00	0.00	**8 844 22**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	102,622.00	13, 96.05	5,626. 5	1,125.29	0.00	0.00	**122 869 79**
June, 2026	22			0	0	0	370.63	189. 0	80.77	80.77	238.	325.96	8,153.86	757.60	323.08	0.00	0.00	0.00	**9 234 54**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	112,88 .20	10,796.8	,501.16	0.00	0.00	0.00	**128 182 20**
otal:	**253**	**52**	**51**	**5**	**0**	**2**							**93 769 39**	**9 848 80**	**4 119 27**	**403 85**	**0 00**	**651 92**	**108 793 23**							**1 298 168 30**	**140 358 92**	**57 389 79**	**5 626 45**	**0 00**	**9 091 24**	**1 510 634 70**
	363																															
1st Option Running otal:	**400**												**103 035 14**	**10 795 80**	**4 603 89**	**484 62**	**0 00**	**651 92**	**119 571 37**							**1 426 445 80**	**153 854 97**	**64 141 53**	**6 751 74**	**0 00**	**9 091 24**	**1 660 285 28**
Contract Running otal:	**1 486**												**383 231 42**	**40 342 20**	**16 800 16**	**1 696 17**	**476 88**	**2 607 68**	**445 154 51**							**5 305 557 40**	**574 931 73**	**234 060 32**	**23 631 09**	**6 559 06**	**36 364 96**	**6 181 104 56**

Month	Wkdy	Sat	Sun	Hol A	Hol B	Hol C	Weekday Hours	Saturday Hours	Sunday Hours	Hol A Hours	Hol B Hours	Hol C Hours	Total Weekday Hours	Total Saturday Hours	Total Sunday	Total Hol A Hours	Total Hol B Hours	Total Hol C Hours	Total Hours	Weekday Miles	Saturday Miles	Sunday Miles	Hol A Miles	Hol B Miles	Hol C Miles	Total Weekday Miles	Total Saturday Miles	Total Sunday Miles	Total Hol A Miles	Total Hol B Miles	Total Hol C Miles	Total Miles
July, 2026	22	3		1	1	0	370.63	189. 0	80.77	80.77	238.	325.96	8,153.86	568.20	323.08	80.77	238.	0.00	**9 364 35**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	112,88 .20	8,097.63	,501.16	1,125.29	3,279.53	0.00	**129 887 81**
August, 2026	21	5	5	0	0	0	370.63	189. 0	80.77	80.77	238.	325.96	7,783.23	9 7.00	03.85	0.00	0.00	0.00	**9 134 08**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	107,753.10	13, 96.05	5,626. 5	0.00	0.00	0.00	**126 875 60**
September, 2026	21			1	0	0	370.63	189. 0	80.77	80.77	238.	325.96	7,783.23	757.60	323.08	80.77	0.00	0.00	**9 944 68**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	107,753.10	10,796.8	,501.16	1,125.29	0.00	0.00	**124 176 39**
October, 2026	22	5		0	0	0	370.63	189. 0	80.77	80.77	238.	325.96	8,153.86	9 7.00	323.08	0.00	0.00	0.00	**9 423 94**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	112,88 .20	13, 96.05	,501.16	0.00	0.00	0.00	**130 881 41**
November, 2026	20		5	0	0	0	370.63	189. 0	80.77	80.77	238.	325.96	7, 12.60	757.60	03.85	0.00	0.00	0.00	**8 574 05**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	102,622.00	10,796.8	5,626. 5	0.00	0.00	0.00	**119 045 29**
December. 2026	22			0	0	0	370.63	189. 0	80.77	80.77	238.	325.96	8.153.86	757.60	323.08	0.00	0.00	0.00	**9 234 54**	5.131.10	2.699.21	1,125.29	1,125.29	3,279.53	.5 5.62	112,88 .20	10.796.8	,501.16	0.00	0.00	0.00	**128 182 20**
January, 2027	19	5	5	1	0	1	370.63	189. 0	80.77	80.77	238.	325.96	7,0 1.97	9 7.00	03.85	80.77	0.00	325.96	**8 799 55**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	97, 90.90	13, 96.05	5,626. 5	1,125.29	0.00	,5 5.62	**122 284 31**
February, 2027	19			0	0	1	370.63	189. 0	80.77	80.77	238.	325.96	7,0 1.97	757.60	323.08	0.00	0.00	325.96	**8 448 61**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	97, 90.90	10,796.8	,501.16	0.00	0.00	,5 5.62	**117 334 52**
March, 2027	23		3	1	0	0	370.63	189. 0	80.77	80.77	238.	325.96	8,52 . 9	757.60	2 2.31	80.77	0.00	0.00	**9 605 17**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	118,015.30	10,796.8	3,375.87	1,125.29	0.00	0.00	**133 313 30**
April, 2027	22			0	0	0	370.63	189. 0	80.77	80.77	238.	325.96	8,153.86	757.60	323.08	0.00	0.00	0.00	**9 234 54**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	112,88 .20	10,796.8	,501.16	0.00	0.00	0.00	**128 182 20**
May 1-29, 2027	20	5		0	0	0	370.63	189. 0	80.77	80.77	238.	325.96	7, 12.60	9 7.00	323.08	0.00	0.00	0.00	**8 682 68**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	102,622.00	13, 96.05	,501.16	0.00	0.00	0.00	**120 619 21**
otal:	**231**	**47**	**46**	**4**	**1**	**2**							**85 615 53**	**8 901 80**	**3 715 42**	**323 08**	**238 44**	**651 92**	**99 446 19**							**1 185 284 10**	**126 862 87**	**51 763 34**	**4 501 16**	**3 279 53**	**9 091 24**	**1 380 782 24**
	331																															
1st Option Running otal:	**731**												**188 650 67**	**19 697 60**	**8 319 31**	**807 70**	**238 44**	**1 303 84**	**219 017 56**							**2 611 729 90**	**280 717 84**	**115 904 87**	**11 252 90**	**3 279 53**	**18 182 48**	**3 041 067 52**
Contract Running otal:	**1 817**												**468 846 95**	**49 244 00**	**20 515 58**	**2 019 25**	**715 32**	**3 259 60**	**544 600 70**							**6 490 841 50**	**701 794 60**	**285 823 66**	**28 132 25**	**9 838 59**	**45 456 20**	**7 561 886 80**

Middlesex County Local Bus Service
Initial Contract: May 29, 2022 through May 24, 2025
First Option: May 25, 2025 through May 29, 2027
Second Option: May 30, 2027 through May 26, 2029
Service Schedule Effective as of : September 5, 2020
Holiday Schedules Updated: January 17, 2021
Option Period # 2

Month	Wkdy	Sat	Sun	Hol A	Hol B	Hol C	Weekday Hours	Saturday Hours	Sunday Hours	Hol A Hours	Hol B Hours	Hol C Hours	Total Weekday Hours	Total Saturday Hours	Total Sunday	Total Hol A Hours	Total Hol B Hours	Total Hol C Hours	Total Hours	Weekday Miles	Saturday Miles	Sunday Miles	Hol A Miles	Hol B Miles	Hol C Miles	Total Weekday Miles	Total Saturday Miles	Total Sunday Miles	Total Hol A Miles	Total Hol B Miles	Total Hol C Miles	Total Miles
May 30-31, 2027	0	0	1	1	0	0	370.63	189. 0	80.77	80.77	238.	325.96	0.00	0.00	80.77	80.77	0.00	0.00	**161 54**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	0.00	0.00	1,125.29	1,125.29	0.00	0.00	**2 250 58**
June. 2027	22			0	0	0	370.63	189. 0	80.77	80.77	238.	325.96	8,153.86	757.60	323.08	0.00	0.00	0.00	**9 234 54**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	112.88 .20	10,796.8	,501.16	0.00	0.00	0.00	**128 182 20**
	otal:	**22**	**4**	**5**	**1**	**0**	**0**						**8 153 86**	**757 60**	**403 85**	**80 77**	**0 00**	**0 00**	**9 396 08**							**112 884 20**	**10 796 84**	**5 626 45**	**1 125 29**	**0 00**	**0 00**	**130 432 78**
		32																														
2nd Option Running	**otal:**	**32**											**8 153 86**	**757 60**	**403 85**	**80 77**	**0 00**	**0 00**	**9 396 08**							**112 884 20**	**10 796 84**	**5 626 45**	**1 125 29**	**0 00**	**0 00**	**130 432 78**
Contract Running	**otal:**	**1 849**											**477 000 81**	**50 001 60**	**20 919 43**	**2 100 02**	**715 32**	**3 259 60**	**553 996 78**							**6 603 725 70**	**712 591 44**	**291 450 11**	**29 257 54**	**9 838 59**	**45 456 20**	**7 692 319 58**

Month	Wkdy	Sat	Sun	Hol A	Hol B	Hol C	Weekday Hours	Saturday Hours	Sunday Hours	Hol A Hours	Hol B Hours	Hol C Hours	Total Weekday Hours	Total Saturday Hours	Total Sunday	Total Hol A Hours	Total Hol B Hours	Total Hol C Hours	Total Hours	Weekday Miles	Saturday Miles	Sunday Miles	Hol A Miles	Hol B Miles	Hol C Miles	Total Weekday Miles	Total Saturday Miles	Total Sunday Miles	Total Hol A Miles	Total Hol B Miles	Total Hol C Miles	Total Miles
July, 2027	21	5	3	1	1	0	370.63	189. 0	80.77	80.77	238.	325.96	7,783.23	9 7.00	2 2.31	80.77	238.	0.00	**9 291 75**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	107,753.10	13, 96.05	3,375.87	1,125.29	3,279.53	0.00	**129 029 84**
August. 2027	22		5	0	0	0	370.63	189. 0	80.77	80.77	238.	325.96	8,153.86	757.60	03.85	0.00	0.00	0.00	**9 315 31**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	112.88 .20	10,796.8	5,626. 5	0.00	0.00	0.00	**129 307 49**
September, 2027	21			1	0	0	370.63	189. 0	80.77	80.77	238.	325.96	7,783.23	757.60	323.08	80.77	0.00	0.00	**8 944 68**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	107,753.10	10,796.8	,501.16	1,125.29	0.00	0.00	**124 176 39**
October, 2027	21	5	5	0	0	0	370.63	189. 0	80.77	80.77	238.	325.96	7,783.23	9 7.00	03.85	0.00	0.00	0.00	**9 134 08**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	107,753.10	13, 96.05	5,626. 5	0.00	0.00	0.00	**126 875 60**
November, 2027	21			0	0	0	370.63	189. 0	80.77	80.77	238.	325.96	7,783.23	757.60	323.08	0.00	0.00	0.00	**8 863 91**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	107,753.10	10,796.8	,501.16	0.00	0.00	0.00	**123 051 10**
December, 2027	21	3		0	2	0	370.63	189. 0	80.77	80.77	238.	325.96	7,783.23	568.20	323.08	0.00	76.88	0.00	**9 151 39**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	107,753.10	8,097.63	,501.16	0.00	6,559.06	0.00	**126 910 95**
January, 2028	20		5	1	0	1	370.63	189. 0	80.77	80.77	238.	325.96	7, 12.60	757.60	03.85	80.77	0.00	325.96	**8 980 78**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	102,622.00	10,796.8	5,626. 5	1,125.29	0.00	,5 5.62	**124 716 20**
February, 2028	20			0	0	1	370.63	189. 0	80.77	80.77	238.	325.96	7, 12.60	757.60	323.08	0.00	0.00	325.96	**8 819 24**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	102,622.00	10,796.8	,501.16	0.00	0.00	,5 5.62	**122 465 62**
March. 2028	23			0	0	0	370.63	189. 0	80.77	80.77	238.	325.96	8.52 . 9	757.60	323.08	0.00	0.00	0.00	**9 605 17**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	118,015.30	10,796.8	,501.16	0.00	0.00	0.00	**133 313 30**
April, 2028	20	5		1	0	0	370.63	189. 0	80.77	80.77	238.	325.96	7, 12.60	9 7.00	323.08	80.77	0.00	0.00	**8 763 45**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	102,622.00	13, 96.05	,501.16	1,125.29	0.00	0.00	**121 744 50**
May, 2028	22			1	0	0	370.63	189. 0	80.77	80.77	238.	325.96	8,153.86	757.60	323.08	80.77	0.00	0.00	**9 315 31**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	112,88 .20	10,796.8	,501.16	1,125.29	0.00	0.00	**129 307 49**
June, 2028	22			0	0	0	370.63	189. 0	80.77	80.77	238.	325.96	8,153.86	757.60	323.08	0.00	0.00	0.00	**9 234 54**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	112,88 .20	10,796.8	,501.16	0.00	0.00	0.00	**128 182 20**
	otal:	**254**	**50**	**50**	**5**	**3**	**2**						**94 140 02**	**9 470 00**	**4 038 50**	**403 85**	**715 32**	**651 92**	**109 419 61**							**1 303 299 40**	**134 960 50**	**56 264 50**	**5 626 45**	**9 838 59**	**9 091 24**	**1 519 080 68**
		364																														
2nd Option Running	**otal:**	**396**											**102 293 88**	**10 227 60**	**4 442 35**	**484 62**	**715 32**	**651 92**	**118 815 69**							**1 416 183 60**	**145 757 34**	**61 890 95**	**6 751 74**	**9 838 59**	**9 091 24**	**1 649 513 46**
Contract Running	**otal:**	**2 213**											**571 140 83**	**59 471 60**	**24 957 93**	**2 503 87**	**1 430 64**	**3 911 52**	**663 416 39**							**7 907 025 10**	**847 551 94**	**347 714 61**	**34 883 99**	**19 677 18**	**54 547 44**	**9 211 400 26**

Month	Wkdy	Sat	Sun	Hol A	Hol B	Hol C	Weekday Hours	Saturday Hours	Sunday Hours	Hol A Hours	Hol B Hours	Hol C Hours	Total Weekday Hours	Total Saturday Hours	Total Sunday	Total Hol A Hours	Total Hol B Hours	Total Hol C Hours	Total Hours	Weekday Miles	Saturday Miles	Sunday Miles	Hol A Miles	Hol B Miles	Hol C Miles	Total Weekday Miles	Total Saturday Miles	Total Sunday Miles	Total Hol A Miles	Total Hol B Miles	Total Hol C Miles	Total Miles
July, 2028	20	5	5	1	1	0	370.63	189. 0	80.77	80.77	238.	325.96	7, 12.60	9 7.00	03.85	80.77	238.	0.00	**9 082 66**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	102,622.00	13, 96.05	5,626. 5	1,125.29	3,279.53	0.00	**126 149 32**
August, 2028	23			0	0	0	370.63	189. 0	80.77	80.77	238.	325.96	8,52 . 9	757.60	323.08	0.00	0.00	0.00	**9 605 17**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	118,015.30	10,796.8	,501.16	0.00	0.00	0.00	**133 313 30**
September, 2028	20	5		1	0	0	370.63	189. 0	80.77	80.77	238.	325.96	7, 12.60	9 7.00	323.08	80.77	0.00	0.00	**8 763 45**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	102,622.00	13, 96.05	,501.16	1,125.29	0.00	0.00	**121 744 50**
October, 2028	22		5	0	0	0	370.63	189. 0	80.77	80.77	238.	325.96	8,153.86	757.60	03.85	0.00	0.00	0.00	**9 315 31**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	112,88 .20	10,796.8	5,626. 5	0.00	0.00	0.00	**129 307 49**
November, 2028	21			0	0	0	370.63	189. 0	80.77	80.77	238.	325.96	7,783.23	757.60	323.08	0.00	0.00	0.00	**8 863 91**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	107,753.10	10,796.8	,501.16	0.00	0.00	0.00	**123 051 10**
December. 2028	20	5	5	0	0	0	370.63	189. 0	80.77	80.77	238.	325.96	7. 12.60	9 7.00	03.85	0.00	0.00	0.00	**8 763 45**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	102,622.00	13. 96.05	5,626. 5	0.00	0.00	0.00	**121 744 50**
January, 2029	21			1	0	1	370.63	189. 0	80.77	80.77	238.	325.96	7,783.23	757.60	323.08	80.77	0.00	325.96	**9 270 64**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	107,753.10	10,796.8	,501.16	1,125.29	0.00	,5 5.62	**128 722 01**
February, 2029	20			0	0	0	370.63	189. 0	80.77	80.77	238.	325.96	7, 12.60	757.60	323.08	0.00	0.00	0.00	**8 493 28**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	102,622.00	10,796.8	,501.16	0.00	0.00	0.00	**117 920 00**
March, 2029	22	5		0	0	0	370.63	189. 0	80.77	80.77	238.	325.96	8,153.86	9 7.00	323.08	0.00	0.00	0.00	**9 423 94**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	112,88 .20	13, 96.05	,501.16	0.00	0.00	0.00	**130 881 41**
April, 2029	21			1	0	0	370.63	189. 0	80.77	80.77	238.	325.96	7,783.23	757.60	323.08	80.77	0.00	0.00	**8 944 68**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	107,753.10	10,796.8	,501.16	1,125.29	0.00	0.00	**124 176 39**
May 1-26, 2029	19		3	0	0	0	370.63	189. 0	80.77	80.77	238.	325.96	7,0 1.97	757.60	2 2.31	0.00	0.00	0.00	**8 041 88**	5,131.10	2,699.21	1,125.29	1,125.29	3,279.53	,5 5.62	97, 90.90	10,796.8	3,375.87	0.00	0.00	0.00	**111 663 61**
	otal:	**229**	**48**	**46**	**4**	**1**	**1**						**84 874 27**	**9 091 20**	**3 715 42**	**323 08**	**238 44**	**325 96**	**98 568 37**							**1 175 021 90**	**129 562 08**	**51 763 34**	**4 501 16**	**3 279 53**	**4 545 62**	**1 368 673 63**
		329																														
2nd Option Running	**otal:**	**725**											**187 168 15**	**19 318 80**	**8 157 77**	**807 70**	**953 76**	**977 88**	**217 384 06**							**2 591 205 50**	**275 319 42**	**113 654 29**	**11 252 90**	**13 118 12**	**13 636 86**	**3 018 187 09**
Contract Running	**otal:**	**2 542**											**656 015 10**	**68 562 80**	**28 673 35**	**2 826 95**	**1 669 08**	**4 237 48**	**761 984 76**							**9 082 047 00**	**977 114 02**	**399 477 95**	**39 385 15**	**22 956 71**	**59 093 06**	**10 580 073 89**

Middlesex County Local Bus Service
Initial Contract: May 29, 2022 through May 24, 2025
First Option: May 25, 2025 through May 29, 2027
Second Option: May 30, 2027 through May 26, 2029
Service Schedule Effective as of : September 5, 2020
Holiday Schedules Updated: January 17, 2021

Statistics by Period

Initial Contract Period		**Miles**	**Rate**	**Miles C st**	**H urs**	**Rate**	**H urs C st**	**Fixed C sts**	**tal C st**
Januarv 23. 2022	FY 2022	135,563.88		$0.00	9,766.71		$0.00		$0.00
throuqh	FY 2023	1,51 ,9 3.18		$0.00	109,108.57		$0.00		$0.00
January 25, 2025	FY 202	1,509,328.10		$0.00	108,692.77		$0.00		$0.00
	FY 2025	1,360,98 .12		$0.00	98,015.09		$0.00		$0.00
	Initial Contract otal:	**4 520 819 28**		**$0 00**	**325 583 14**		**$0 00**	**$0 00**	**$0 00**

First Ootion Period		**Miles**	**Rate**	**Miles Cost**	**Hours**	**Rate**	**Hours Cost**	**Fixed Costs**	**otal Cost**
January 26, 2025	FY 2025	1 9,650.58		$0.00	10,778.1		$0.00		$0.00
throuqh	FY 2026	1,510,63 .70		$0.00	108,793.23		$0.00		$0.00
January 23, 2027	FY 2027	1,380,782.2		$0.00	99, 6.19		$0.00		$0.00
	First Option otal:	**3 041 067 52**		**$0 00**	**219 017 56**		**$0 00**	**$0 00**	**$0 00**
	Contract Sub otal:	**7 561 886 80**		**$0 00**	**544 600 70**		**$0 00**	**$0 00**	**$0 00**

Second Ootion Period		**Miles**	**Rate**	**Miles Cost**	**Hours**	**Rate**	**Hours Cost**	**Fixed Costs**	**otal Cost**
January 2 , 2027	FY 2027	130, 32.78		$0.00	9,396.08		$0.00		$0.00
throuqh	FY 2028	1,519,080.68		$0.00	109, 19.61		$0.00		$0.00
January 20, 2029	FY 2029	1,368,673.63		$0.00	98,568.37		$0.00		$0.00
	Second Option otal:	**3 018 187 09**		**$0 00**	**217 384 06**		**$0 00**	**$0 00**	**$0 00**
	Contract otal:	**10 580 073 89**		**$0 00**	**761 984 76**		**$0 00**	**$0 00**	**$0 00**

Statistics by Fiscal Year

	Miles	**Miles Cost**	**Hours**	**Hours Cost**	**Fixed Costs**	**otal Cost**
FY 2022	135,563.88	$0.00	9,766.71	$0 00	$0.00	$0.00
FY 2023	1,51 9 3.18	$0.00	109,108.57	$0 00	$0.00	$0.00
FY 2024	1,509 328.10	$0.00	108,692.77	$0 00	$0.00	$0.00
FY 2025	1,510 63 .70	$0.00	108,793.23	$0 00	$0.00	$0.00
FY 2026	1,510 63 .70	$0.00	108,793.23	$0 00	$0.00	$0.00
FY 2027	1,511 215.02	$0.00	108,8 2.27	$0 00	$0.00	$0.00
FY 2028	1,519 080.68	$0.00	109, 19.61	$0 00	$0.00	$0.00
FY 2029	1,368 673.63	$0.00	98,568.37	$0 00	$0.00	$0.00
otals:	**10 580 073 89**	**$0 00**	**761 984 76**	**$0 00**	**$0 00**	**$0 00**

NJTRANSIT
The Way To Go.

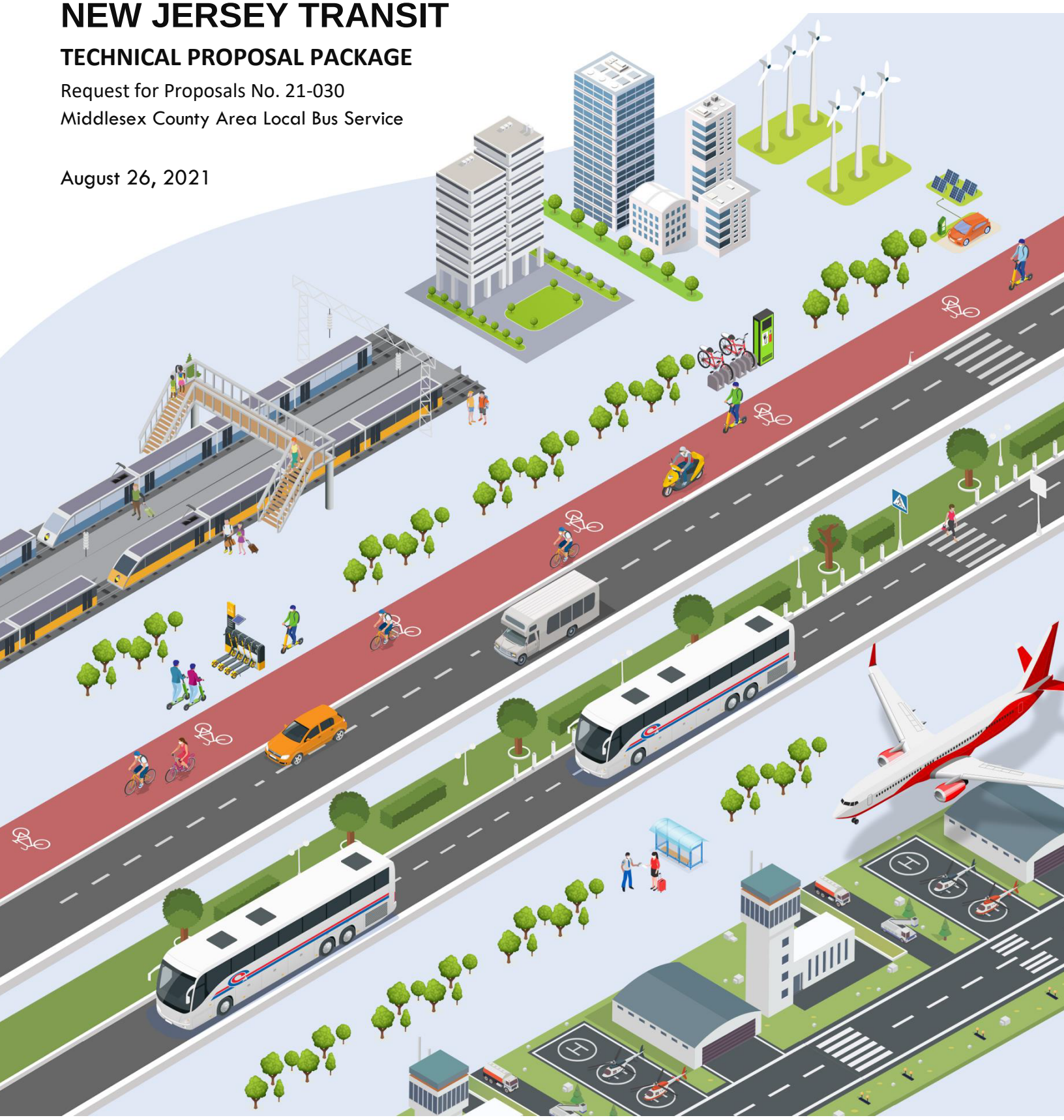
NEW JERSEY TRANSIT

TECHNICAL PROPOSAL PACKAGE

Request for Proposals No. 21-030

Middlesex County Area Local Bus Service

August 26, 2021



Coach USA

COVER LETTER

Headquarters
160 S. Route 17
Paramus, NJ 07562
P: 1-201-529-3666
www.coachusa.com

Subsidiary
Suburban Trails, Inc.
750 Somerset St.
New Brunswick, NJ 08901
P: 1-732- 249-1100

August 26, 2021

Janet Ellenbacher, Principal Contract Specialist
Procurement Department, Contracts Unit
New Jersey Transit
One Penn Plaza East
Newark, NJ 07105-2246

Re: Request for Proposal No. 21-030: Middlesex County Area Local Bus Service

Dear Ms. Ellenbacher:

On behalf of our subsidiary company, Suburban Trails, Inc., Coach USA is pleased to submit the attached response to the New Jersey Transit Corporation ("NJ TRANSIT") **Request for Proposal for Middlesex County Area Local Bus Service.**

As the current contractor for NJ TRANSIT Middlesex County Services, Suburban Trails has a detailed understanding and knowledge of the County's transportation needs, and a vested interest in the surrounding community.

Coach USA Company Overview

Coach USA is one of the leading providers of ground passenger transportation and mobility solutions in North America, with operations in 27 locations throughout the United States and Canada and a fleet of over 2,250 vehicles.

Suburban Trails and its predecessors are celebrating 80 years as a New Jersey-based passenger transportation provider, and we look forward to continuing our partnership with NJ TRANSIT in a new contract. In addition to our strong history and presence in New Jersey, Coach USA is a nationwide leader within the intercity and commuter transportation industry.

Coach USA's history has been one of growth, innovation, and quality of service. During the current challenging times, Coach USA is proud of our heritage and experience, but also the strength and resilience of our employees who are committed to providing safe and reliable passenger transportation services, even during the most difficult times. Coach USA has proven its ability to dynamically adjust our services and practices to address ongoing public health concerns while continuing to seek new and innovative ways to serve our passengers and clients

NJ TRANSIT and Coach USA

You will find that Coach USA operates each day to the highest standards of safety, reliability, and business ethics. We will continue to operate in the best interests of NJ TRANSIT and the County of Middlesex.

The operation at Suburban Trails is a union operation, with the SMART (Sheet/Metal/Air/Rail) Local 1589 for our staff drivers and the BCGTM Local #53 for our mechanics and cleaners.

Looking Forward

Coach USA certifies that we will comply, including all our personnel, with all local, state, and federal regulations.

Our continued focus, during good and challenging times, is in the spirit of partnership with our clients. We understand that in this ever-changing business climate, flexibility, and the ability to quickly and efficiently address new concerns is one of the defining characteristics of a successful partner. In 2021, Coach USA has proven its ability to make hard decisions and to innovate in a way that is most beneficial not only to you, our client, but also to the communities we serve.

In the response that follows, we have provided the requested information for the discussed services. Please feel free to contact me at 1-732-249-1100, ext. 250 or at brett.burke@coachusa.com if you have questions or require any additional information.

Sincerely,



Brett Burke
Vice President and General Manager
Suburban Trails, Inc. | A Coach USA Company

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EXECUTIVE SUMMARY

Coach USA, on behalf of our subsidiary company Suburban Trails, Inc. is pleased to submit our proposal for Middlesex County Area Local Bus Service to the New Jersey Transit Corporation (NJ TRANSIT) in response to RFP No. 21-030.

In the proposal that follows, we have provided details on the history and experience of Suburban Trails and our plans for a new contract. We will demonstrate how we meet each of the qualifications outlined in the NJ TRANSIT solicitation. We have outlined the highlights of our partnership in this Executive Summary. In addition, at the end of the Executive Summary, you will find tables listing the NJ TRANSIT RFP evaluation criteria, as well as the location of our responses to these requirements in our proposal.

Coach USA Company Overview

Coach USA's history has been one of growth, innovation, and quality of service. We are proud not only of our heritage and experience, but of the strength and resilience of our employees who are committed to providing safe and reliable passenger transportation services, even during the most challenging times. Coach USA has proven its ability to dynamically adjust our services and practices to address ongoing public health concerns while continuing to seek new and innovative ways to serve our passengers and clients.

We understand that in this ever-changing climate, both flexibility and the ability to address new concerns quickly and efficiently are the defining characteristics of a successful partner. In 2020 and the first months of 2021, Coach USA has proven its ability to make tough decisions, and to innovate in a way that is most beneficial not only to our clients, but also to the communities we serve.

Our efforts in the execution of this contract will be focused on providing NJ TRANSIT the highest quality of service that keeps our shared passengers, and their health and safety, at the heart of everything we do. We will accomplish this through our partnership with NJ TRANSIT to create an atmosphere of engagement that provides everyone, whether a passenger, employee, or the public, the information they need and timely execution of the latest public safety guidelines on the contract service.

NJ TRANSIT and the Coach USA Family of Companies

Suburban Trails, along with our sister company, Community Transportation, Inc., operates several services for NJ TRANSIT, including services for Middlesex, Union, Passaic, and Bergen counties. The Coach USA family of companies has been serving NJ TRANSIT since its inception in 1979.

We have provided more detailed information about our experience serving NJ TRANST in **Section A: Experience** in this proposal.

Middlesex County Emergency Service Provider

As a current provider of transit services for other NJ TRANSIT routes, Coach USA was ready and willing to immediately take over this contract on an emergency basis. We have been happy to serve as NJ TRANSIT's partner since. We understand the importance of trust between NJ TRANSIT and its chosen contractor and look forward to continuing this partnership.

Not only has Coach USA provided services to NJ TRANSIT in a time of need, but we are also proud to report that we have met and/or exceeded the NJ TRANSIT standards for on-time performance (OTP), safety, maintenance, and other Key Performance Indicators (KPIs) important to NJ TRANSIT.

Since assuming the NJ TRANSIT Middlesex service, Suburban Trails has only missed .004 percent of all scheduled trips. In addition, we have maintained an average of 98 percent PM compliance, with 100 percent compliance in five out of the seven months of service.

We have provided more information about our service to NJ TRANSIT in **Section A: Experience** in this proposal.

Suburban Trails: A Coach USA Company

Suburban Transit was founded in 1941, and over the last eight decades, Suburban Transit and its affiliate Suburban Trails have worked towards cultivating a mutually beneficial relationship with the New Brunswick community and the surrounding region; primarily providing services in New York and New Jersey. We are eager to work alongside your staff as you move towards achieving your transportation goals on the Middlesex County local routes. We will keep open lines of communication to ensure that your needs are being met. Our dedicated local management team will provide the support needed through transparent communication and innovative thinking.

Prior to the COVID-19 pandemic, Suburban Trails operated an average of 7.5 million miles and carried more than three million passengers safely each year.

In a contract with Suburban Trails, NJ TRANSIT will continue to benefit from the expansive network and expertise of a national brand, along with the personalized service and community investment of your local incumbent supplier.

Experienced, Dedicated Suburban Transit Staff

None of our proposed policies and procedures for NJ TRANSIT matter without the best team to execute them. Fortunately, the management team and staff at Suburban Trails have decades of combined experience – no team is better suited or more committed to managing the fixed-route transportation service for NJ TRANSIT and Middlesex County.

These individuals will continue to oversee the execution of this project with a desire to treat employees with respect, kindness, and provide them the training and support needed to complete their jobs with excellence.

Vincent Freda, our proposed project manager, will be available to NJ TRANSIT 24 hours a day, seven days a week. We will provide any information or relevant reporting to NJ TRANSIT immediately after it is requested by NJ TRANSIT representatives. Suburban Trails understands the importance of the services we are providing - we will operate in complete transparency, acting not only as your contractor, but as your partner.

Employee Training Program

Suburban Trails, as is policy across the Coach USA family of companies, has extensive employee training programs, including new-hire training in the classroom, closed-course driving, and road training. The time required for each trainee will depend on whether or not the trainee possesses prior commercial driving experience. We also require eight hours of refresher training every two years, remedial training, and annual evaluations.

In addition, our team members participate in extensive customer service training, and local Suburban Trails teambuilding activities. Please see the **Attachments** section of this proposal for more information on the Coach USA Training Program.

Region Support Staff

In addition to the local Suburban Trails team, NJ TRANSIT will benefit from the expertise and support of the Coach USA corporate maintenance and safety teams. We monitor and gather data from each of our locations, including PM compliance, repair quality, and safety measures to identify areas in need of continuous improvement of individual operating companies. The Vice President, Maintenance & Engineering holds weekly meetings with our company-wide maintenance staff to review PM compliance data and correct any deficiencies and/or negative trends. In addition, our Vice President, Safety sends daily safety messages across the organization.

Our corporate staff regularly visits our locations to provide analysis as well as mentoring to our local managers. Coach USA's Chief Operating Officer Derrick Waters will be on-site quarterly to review service delivery performance with the team. He will use these visits to review system performance and will address any NJ TRANSIT concerns regarding the service.

Please see **Section B: Personnel** for more information on our staffing levels, schedules, as well as bios and resumes for the Suburban Trails staff dedicated to the NJ TRANSIT Middlesex County Service.

Suburban Trails Facility

All buses assigned to the NJ TRANSIT Middlesex County service will continue to originate out of the Suburban Trails facility located at **750 Somerset Street, New Brunswick, New Jersey**. This is a full-service facility equipped with management, dispatch, administration offices, driver training and breakroom, multiple maintenance bays with hydraulic lifts, a fully stocked parts room, a bus wash bay, and two 10,000-gallon above-ground diesel fuel tanks.

Suburban Trails Management Team

VINCENT FREDA, PROJECT MANAGER
3 Years of Service with Coach USA

BRETT BURKE, VICE PRESIDENT
12 Years of Service with Coach USA

BENJAMIN LAYTON, OPERATIONS SUPERVISOR
23 Years of Service with Coach USA

AL FREDA, MAINTENANCE AND PARTS MANAGER
12 Years of Service with Coach USA

VINCE GROVER, TREASURER & DISTRCIT CONTROLLER
20 Years of Service with Coach USA

Please see **Section I: Appendix B, Garage Facilities** for more information on our New Brunswick terminal location.

Agility and Continuous Improvement

Although we are proud of our existing performance providing passenger transportation services, Coach USA is always striving for continual improvement, working hard to exceed our clients' expectations and goals. This has never been more important than during the COVID-19 crisis our country is currently facing. Coach USA has proven its ability to adapt to this new environment quickly, with an agile response to new public health mandates and customer expectations. Throughout our proposal, we have described ways in which we have modified our approach to better serve our passengers and employees during this time, including:

- **Facial Coverings:** All operators are required to wear masks when social distancing is not possible. All passengers will be required to wear a facial covering when on board our vehicles.
- **Social Distancing:** Coach USA has reduced the number of available seats on all vehicles in order to provide our operators and passengers the recommended physical distancing.
- **Cleaning and Disinfecting:** All vehicles are cleaned and wiped down daily. Disinfectant wipes are available on all vehicles for cleaning of high traffic areas, handrails, and hard surfaces throughout the day. Hand sanitizer has been provided to all operators.
- **Air Filtering:** The air in Coach USA vehicles is filtered every two minutes, and completely replaced with fresh, outside air every ten minutes in order to ensure optimal air quality.
- **COVID-19 Policy:** Coach USA has implemented its COVID-19 policy designed to minimize, to the extent possible, exposure to infectious diseases, including COVID-19, in the workplace and on our vehicles. We have included a copy of this policy in the **Attachments** section of this proposal.

Over the term of the contract, Coach USA will provide the safe, passenger-focused, high quality transportation services that travelers have come to expect, but with meaningful enhancements to improve the overall passenger experience. We will "**Focus on the Road Ahead**" with new technological advancements, methods, and initiatives to ensure that NJ TRANSIT is the first choice for transportation in the Middlesex County.

This includes:

- **Service Delivery:** The expertise and knowledge to successfully deliver service planning, routing, and technology solutions in a fixed route environment to ensure long-term economic viability.
- **Maintenance:** Vehicles on the road that accurately portray the ongoing commitment of NJ TRANSIT to enhancing the travel experience of its riders and provide a service that is known for reliability, efficiency, and consistency.
- **Enriched Employee Environment:** A service-driven leadership team that will enrich the work environment, remain dedicated to employee engagement, and committed to promoting the culture of NJ TRANSIT to ensure staffing levels are maintained for the duration of the contract term.

- **Flexible Technology Platform:** A proven track record of delivering innovative transportation technology solutions and the expertise to increase operational efficiencies, provide ongoing reporting improvements, and continuously enhance service as traveler demands and preferences evolve.

Working together we will achieve the desired outcomes:

- Satisfied and faithful passengers who are confident in the NJ TRANSIT brand that they have come to rely upon to get them to their destination on-time, every time, and with a smile on their faces.
- The delivery of world-class service, provided by professional operators who are well- trained, prepared to provide trips safely and on-time, and regularly recognized by management for excellent service delivery.
- A transportation partner that offers a proven methodology to managing contracts that presents an agile approach to the evolving needs of NJ TRANSIT and ensures alignment with the needs of the passengers that depend on its services.

Return to Work

Pursuant to Coach USA Policy and FMCSA regulations, before a driver is permitted to return to work from furlough or any other extended period of time during the pandemic, they first must complete a Health Questionnaire. Additionally:

- They are given a copy of Coach USA COVID-19 Monitoring and Screening Policy and required to sign an acknowledgement of receipt.
- We conduct a background investigation, bi-annual violation review, check their motor vehicle record, ensure that their CDL Medical Certificate is up to date and on file with the Department of Motor Vehicle, conduct a FMCSA Clearing House Query, and conduct a pre-employment drug test.
- Provided COVID-19 training, biennial drivers training and training on Triple L-C, defensive driving course (Look Ahead™, Look Around™, Leave Room™ and Communicate).
- Issued personal protective equipment (PPE).

Continuing Partnership with Coach USA

In a continued partnership with Coach USA through Suburban Trails, NJ TRANSIT has the advantage of a completely custom and flexible contract partner. We will work to provide excellent fixed-route transportation service to NJ TRANSIT and its passengers each and every day.

SECTION A: EXPERIENCE

(1) The Proposer shall, in the Technical Proposal, provide a description of its experience and/or that of its affiliates ability to provide local bus services. If the Proposer and/or its affiliates have previously operated a service similar to that described herein, the Proposer shall supply a description of such service.

(2) The Proposer must submit a list of ALL current and past bus service contracts within the past ten (10) years, with NJ TRANSIT and any other organization, state, local or private. The name, address, and telephone number of a contact person shall be supplied for each contract listed.

Coach USA Experience Overview

Through our affiliates and subsidiaries, Coach USA has been offering passenger transportation solutions for nearly 100 years. Coach USA and its affiliated companies are trusted business partners providing many types of specialized ground transportation solutions to government agencies, airports, colleges and universities and major corporations.

Our world has recently experienced an immense amount of change and insecurity. We understand our role to not only provide transportation services, but to also promote and generate wider economic growth through job creation and improved access to safe, reliable, and affordable transportation.

Coach USA operates a wide variety of passenger transportation services, including:

- Contract services for government agencies
- Airport and university shuttle operations
- Fixed-route, commuter, and express services
- Fixed-route critical employee transportation shuttles to the industrial sector
- Paratransit operations and on-demand service
- Transportation management
- Charter operations

Administration, Management, and Support

Coach USA's clients look to us to provide the highest level of support and expertise.

Our quality control program goes beyond the basics of reporting data to provide a detailed analysis of current operational trends to promote efficiency, cost savings, and continuous improvement.

Improvement can only be accomplished when leadership is passionate about excellence and is open to change and growth. To achieve continuous improvement, Coach USA is focused on the following fundamentals of leadership:

- Challenge the process to provide a superior product.
- Develop a strong safety and operational culture.
- Empower employees to act, and to think out of the box.
- Promote and utilize continuous improvement events.

Ultimately, through our partnership, we will ensure that every aspect of the offered services are done right the first time.

Our Purpose

We strive to be a trusted and successful transportation provider and a respected community partner, even during tough times. We do this every day by supporting our people to deliver a great personal travel experience for our passengers and create sustainable growth for our investors and our communities.

Our Values

These are the five shared values that drive our people and the brands they represent across our business:

- **Safety**: Safety is at the heart of everything we do, from protecting our people and our passengers, to our responsibilities to the communities we operate in and to the wider environment.
- **Service**: We are passionate about serving our clients and our passengers – understanding their expectations, designing our services around their priorities, and listening to their insights to make their experience even better.
- **Integrity**: We expect the highest ethical standards of our people, our business, and our partners and suppliers.
- **Enterprise:** New ideas and calculated risk are the sparks behind the growth in our business. We give our management teams and our people the freedom to innovate, challenge, improve, and reward.
- **Partnership:** Together, we achieve more than we do as individuals. We actively engage with our clients and our communities. And we promote partnership between our people and the other stakeholders who share responsibility for mobility and connectivity.

Our North American Footprint

Coach USA operates in states across the US, including Maryland, Virginia, District of Columbia, New York, New Jersey, Pennsylvania, West Virginia, Ohio, Indiana, Texas, Illinois, California, Wyoming, Nevada, Florida, and Georgia. In Canada, we own two operating companies, which together operate around 400 vehicles in the Provinces of Quebec and Ontario under the Coach Canada brand. In addition, our affordable inter-city coach service, megabus.com, links around 80 cities across the Midwest, Northeast, and Western part of the United States and in Canada. Coach USA operates over 120 million miles each year with more than 5,000 employees nationwide.

Suburban Trails

Suburban Trails, Inc., and its affiliate Suburban Transit, have been in operation since 1941, providing transportation services in New Brunswick and the surrounding region, including New York and New Jersey.

In 1996, Suburban Trails became a part of the Coach USA family of companies and is able to offer NJ TRANSIT the best of both worlds – the financial security, expertise, and expansive network of a large, national transportation provider, while we are a local company with an experienced management team.

Partnership History with NJ TRANSIT

Coach USA is a current NJ TRANSIT service provider, proud of our 42-year history of partnership. Through our subsidiary companies Suburban Trails and Community Coach, we operate four local county services, listed below:

Service Name	Coach USA Subsidiary	No. of Buses	Years of Partnership
Middlesex County Local Service	Suburban Trails	37	January 2021 – Present
Union County Wheels Service	Suburban Transit	4	2003 – Present
Bergen County Local Service	Community Transportation	33	1987-2003; 2010-2017; 2019-Present
Passaic County Local Service	Community Transportation	38	1990-1998; 2003-Present

Middlesex County Local Service

Coach USA and Suburban Trails were pleased to assume the NJ TRANSIT Middlesex County Service in January 2021. As a local transportation provider for 80 years, we understand the importance of the NJ TRANSIT service. The residents of Middlesex County rely on these transportation services each and every day – limiting service interruptions during transition to a new contract is imperative.

We are proud that we were able to immediately begin service operation with no interruptions for NJ TRANSIT and its passengers. Our operation was staffed with plenty of drivers available to cover the additional routes. The maintenance department worked steadily for several months to ensure that the vehicles and equipment were brought up to Coach USA standards.

Our current operation of the Middlesex County Local Service requires fifty-one (51) drivers to cover the scheduled runs, plus four (4) operators to cover the additional non-picked assignments. We also have thirteen (13) additional operators available who are trained and licensed to operate the Middlesex routes. Hiring and training additional drivers is an ongoing process

Partnership Successes

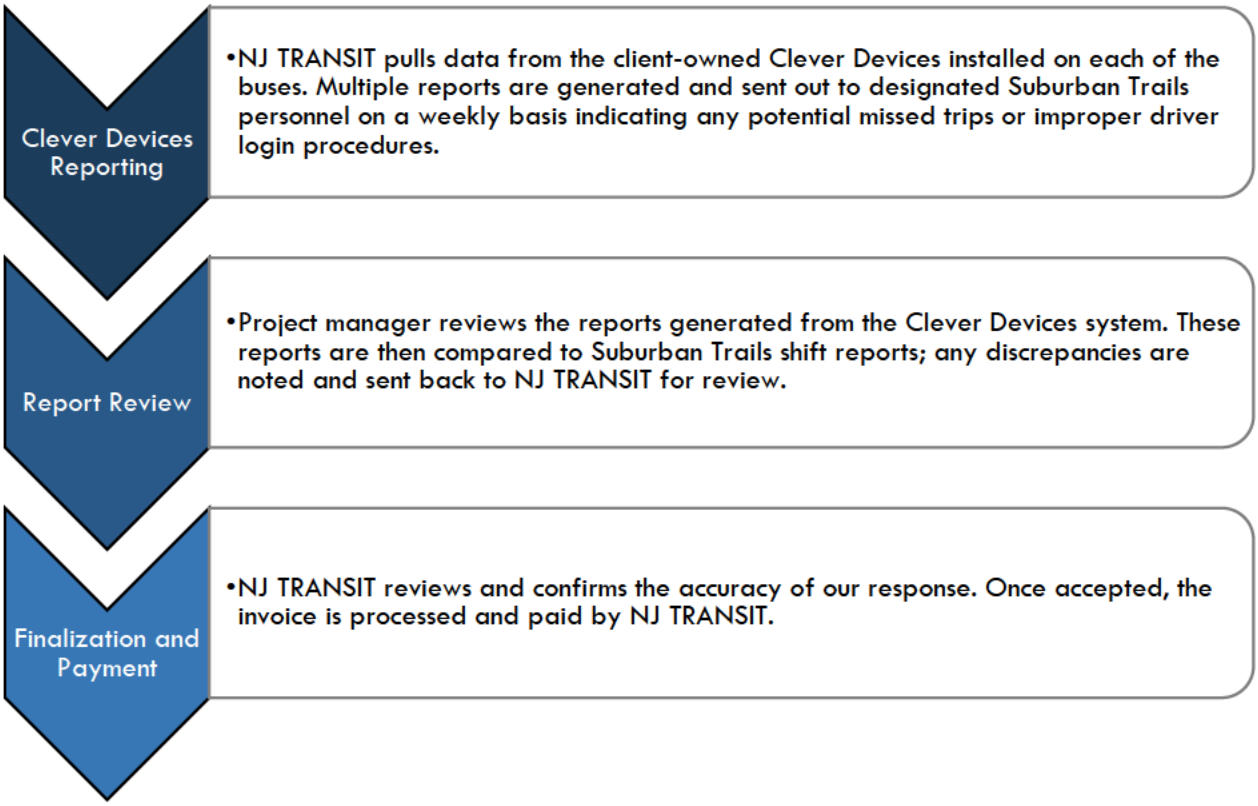
Missed Trips

Month	Trips			% Operated
	Scheduled	Missed	Operated	
January 2021	4,457	32	4,425	99.28%
February 2021	8,953	23	8,930	99.74%
March 2021	10,538	41	10,497	99.61%
April 2021	10,124	34	10,091	99.67%
May 2021	9,621	23	9,599	99.77%
June 2021	10,124	27	10,097	99.73%
July 2021	10,045	79	9,966	99.21%

TOTAL	**63,862**	**258**	**63,604**	**99.60%**

Ensuring Reporting Accuracy

Coach USA understands the vital importance of accurate reporting in all aspects of our contract partnership, particularly regarding missed trips. Together with NJ TRANSIT, we have implemented the following "checks and balances" reporting process pertaining to missed trips:



PM Compliance

Month	Total	On-Time	Late	Compliance %
January 2021	15	15	0	100%
February 2021	41	41	0	100%
March 2021	56	48	8	86%
April 2021	54	54	0	100%
May 2021	66	66	0	100%
June 2021	62	61	1	98%
July 2021	55	55	0	100%
			Average:	**98%**

We are proud of the success of our current partnership with NJ TRANSIT for the operation of the Middlesex County service. The team at Suburban Trails will continue to strive to provide the best possible service to NJ TRANSIT over the term of a new contract.

SECTION B: PERSONNEL

(1) The Proposer shall provide, separately from Appendix B, the names and resumes of all owners and all management and supervisory personnel to be utilized in the provision of the service described herein. The Proposer shall indicate the number of hours that each of the management and supervisory personnel will exclusively devote each week to each of these services. NJ TRANSIT may terminate the contract due to the unavailability of the Proposer's proposed personnel.

Key Personnel

Vincent Freda, Project Manager

Coach USA is proud to propose Mr. Vincent Freda as the project manager for the NJ TRANSIT Middlesex County Area Local Bus Service. Currently serving as the project manager for the NJ TRANSIT Middlesex County service, Vincent will continue to be responsible for the oversight of the entire NJ TRANSIT service. Vincent joined Suburban Trails after graduation from Montclair State University and managed our operation's team of 180 motorcoach operators and 20 dispatchers.

Vincent has a strong knowledge of all NJ TRANSIT operations and routes; he will continue to ensure that we remain compliant with all NJ TRANSIT policies and procedures. He also responds to passenger complaints or problems to ensure complete customer satisfaction. He maintains a strong focus on safety, while implementing impactful strategic performance plans.

Benjamin Layton, Operations Supervisor

Mr. Benjamin Layton will continue to serve as the lead operations supervisor in the field at Suburban Trails and will continue to ensure that the day-to-day operations for NJ TRANSIT continue to run safely and effectively. Ben has a strong knowledge of the Suburban Trails operation, having started as a driver in 1998, was promoted to dispatcher in 2008, and serving in his current role since the beginning of 2021.

Ben is strongly committed to the safety of our operation, responding to the scene of any accidents and providing any necessary remedial driver training. He gets to know the regular passengers at various stops and ensures that we are meeting their needs.

Brett Burke, Vice President and General Manager

Mr. Brett Burke has over 12 years of service with Coach USA, joining as a customer relations representative in 2009. He currently serves as the Suburban Trails Vice President and General Manager, dedicating his entire career to Coach USA. He ensures the satisfaction of each of the clients we serve, including commuter services, public transit operations, contract services and charter services.

Vince Grover, Treasurer and District Controller

Mr. Vince Grover has more than 25 years of experience in accounting and IT. He currently manages the budgeting for seven (7) Coach USA entities, including Suburban Trails, with a budget totaling nearly $100M. Consequently, his focus is on cost-savings; he has successfully developed and implemented programs that reduced costs and improved operation profits. He has more than two decades of service to Coach USA and provides day-to-day support to the location management teams.

Coach USA

Al Freda, Maintenance and Parts Manager

Mr. Al Freda is responsible for oversight of all maintenance department activities for Suburban Trails. He has more than a decade of experience in vehicle maintenance and inventory control for Coach USA. He directs all preventive maintenance schedules for all systems and equipment and assigns and monitors all fleet and facility projects for quality and timely completion. Al manages the technician training for the entire maintenance department at Suburban Trails, ensuring that each technician is properly qualified and trained to maintain the client fleet vehicles and equipment.

The resumes of each of the proposed staff members can be found in the **Attachments** section of this proposal.

Staff Hours Dedicated to NJ TRANSIT

The management team listed above will be responsible for the day-to-day operation and management of this contract and always available to address and resolve any issues that may come up.

With the exception of the two field operations supervisors, whose time will be 100% dedicated to the NJ TRANSIT Middlesex routes, the other members of the management team's compensation is pro-rated and factored into the cost of the bid proposal. NJ TRANSIT may be assured that all of our management team members will devote as much times as required to fulfill our contract obligations.

Technical Proposal Evaluation Period Contact

(2) The Proposer shall also provide the name, title, business address, telephone, fax number and e-mail address of the responsible individual(s), who may be contacted during the Technical Proposal evaluation period for further clarification of the Proposer's submission

Brett Burke, Vice President and General Manager of Suburban Trails, will be available to NJ TRANSIT at all times during the evaluation process if any further clarification of our proposal is necessary. After contract award, should NJ TRANSIT select Suburban Trails as their chosen contractor, Brett will be the primary point of contact over the term of the contract. His contact information is listed below:

Name:	Brett Burke
Title:	Vice President & General Manager
Business Address:	750 Somerset St., New Brunswick, NJ 08901
Telephone:	[redacted]
Fax:	1-732-545-7015
Email Address:	[redacted]

SECTION C: GARAGE FACILITIES

The Proposer must provide complete information requested on Pages 8 -10 of "Appendix B," pertaining to Garage Facilities. The Proposer may add any additional information to provide a better understanding of the facilities to be provided.

Suburban Trails Garage Facility

All necessary maintenance and repair for the fleet that will carry out the service for NJ TRANSIT in Middlesex County will take place at the Suburban Trails garage facility in New Brunswick (NJ). We have provided responses to the above-reference questions **Appendix B: Garage Facilities** of this proposal.

SECTION D: MAINTENANCE PROGRAM

As requested in Appendix B, describe fully the preventive maintenance program and procedures that will be utilized in the operation of these services. Include the scope of work to be performed, service intervals, inspection procedures, handling of daily defects, road failures and maintenance record keeping. Full size copies of all inspection and maintenance forms must be provided.

Vehicle Maintenance Program

The Coach USA PM program meets all preventive maintenance standards required by the OEM. With over 45 years of experience, operating and maintaining bus equipment provided by NJ TRANSIT, we have accumulated extensive maintenance experience with all types of transit equipment. Our maintenance department currently performs preventive and corrective maintenance on MCI Coaches, Van Hools, NABI, Novas, and Blue Birds. All work performed by our mechanics is performed to OEM specifications.

It is the goal of Coach USA to provide NJ TRANSIT with a high-quality, efficient, and effective maintenance program that will ensure the following:

- Compliance with NJ TRANSIT maintenance policies and procedures.
- Smooth operation of the transportation system by minimizing vehicle downtime.
- Optimum performance from each vehicle, protecting the investment made by NJ TRANSIT in their fleet.
- A positive image for NJ TRANSIT reflected in clean and safe vehicles.
- Recordkeeping that allows for accurate tracking of issues and predictive analytics.

The responses to maintenance related questions may be found **in Section I: Appendix B, Preventive Maintenance Program** of this submittal.

SECTION E: FINANCIAL CAPABILITY

The proposed Operation Plan shall include a narrative of the overall management service, clearly defined objectives, steps or actions required to accomplish these objectives, and specific time frames for each group being proposed. In addition, a comprehensive plan to provide all necessary services for each of the facilities described in Appendix B.

Suburban Trails is part of a group of companies operating under the Coach USA and Megabus brand names. Suburban Trails and the other Coach USA subsidiary entities are owned by Project Kenwood Acquisition, LLC. Project Kenwood Acquisition, LLC is a holding company with access to cash and available line of credit in the mid-eight-digit range – Suburban Trails has access to the cash and credit line to fund existing and future opportunities including the NJ TRANSIT Middlesex County Area Service.

Financial Statements

Despite the challenges faced by Suburban Trails, Coach USA, and the wider bus transportation industry in 2020, our financial position remains stable, thanks largely to the many loyal and dedicated Coach USA employees.

In the **Attachments** section of this proposal, we have included in our audited Project Kenwood financial statements for year ending December 31, 2020. As a wholly owned subsidiary of Coach USA, there is no standalone statement for Suburban Trails.

Additional financial information can be provided upon request.

SECTION F: NONDISCRIMINATION

(1) As stated in Appendix B, the Proposer shall provide copies of all written complaints and lawsuits alleging discrimination based on race, color, national origin, or disability status over the past three (3) years. For each complaint or lawsuit, please provide the current status, including whether the matter is ongoing, whether the parties entered into a consent decree or whether the matter was otherwise resolved. If there are no pending complaints or lawsuits, the Proposer must submit a letter stating that fact.

All Suburban Trails, Inc. legal matters, whether past, pending or threatened, are customary to the transportation industry and are handled as part of its ordinary course of business. No litigation will have any material effect on our ability to complete the terms of this contract.

(2) The Proposer shall also provide a summary of all civil rights compliance activities, including responses to any federal, state, or local inquiries, conducted in the last three (3) years. The summary should include:

Purpose or reason for the review
Summary of findings and recommendations
Status and disposition of findings and recommendations

No civil rights compliance audits have been conducted for Suburban Trails, Inc.

All Proposers submitting Proposals must sign the following certification: "Department of Transportation Title VI Assurance" - (Appendix E)

All completed required forms have been included in **Section I: Required Forms and Certifications.**

Coach USA

SECTION G: LEGAL PROCEEDINGS

Proposals shall include a complete list of all civil or criminal actions, proceedings, judgments, liens, or convictions now pending, threatened or resolved against the Proposer, Predecessor Company, affiliated companies or ownership personnel over the past five (5) years. The Proposal shall fully disclose the nature of the filings, pending or completed resolution and any and all other relevant facts.

All Suburban Trails litigation matters, whether past, pending or threatened, are customary to the transportation industry and are handled as part of its ordinary course of business. No litigation will have any material effect on our ability to complete the terms of this contract.

SECTION H: DRIVER DAY CARDS

The Proposer shall submit proposed driver day cards which include, at minimum, the collection and proper recording of the following information: arrival and departure time at the beginning and ending time points.

We have included sample copies of Suburban Trails driver day sheets in the **Attachments** section of this proposal.

APPENDIX B

NJ TRANSIT

TECHNICAL PROPOSAL PACKAGE FOR

RFP NO. 21-030

MIDDLESEX COUNTY LOCAL BUS SERVICE

COMPANY NAME: Suburban Trails, Inc.

Date Submitted: August 26, 2021

Coach USA

TECHNICAL PROPOSAL PACKAGE

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TECHNICAL PROPOSAL PACKAGE
RFP NO. 21-030
MIDDLESEX COUNTY LOCAL BUS SERVICE

Contract Name: Middlesex County Local Bus Service

Company Name: Suburban Trails, Inc.

Company Address: 750 Somerset St., New Brunswick, NJ 08901

Executive Officer: Linda Burtwistle, Chief Executive Officer

Contact Person: Brett Burke, Vice President and General Manager

Telephone Number: [redacted]

E-Mail Address: [redacted]

INSTRUCTIONS:

GENERAL:

- All forms included, and/or requested in the Proposal package must be submitted by the Carrier when responding to the RFP in accordance with RFP Section E.6. The Proposal package must address completely all items requested in the RFP. These items do not limit the size or content of the Proposal package.
- **Proposals which do not comply with all of the requirements of the RFP, may be rejected by NJ TRANSIT as non-responsive.**
- A Secure File Transfer Site (SFTS) tool via Microsoft OneDrive is being utilized to provide a secure method for facilitating file transfers from outside parties. The Technical Proposals, Cost Proposals and Certifications shall be uploaded separately to the provided Microsoft OneDrive link.
- **TECHNICAL PROPOSAL MUST UPLOADED IN A SEPARATE FILE FROM THE COST PROPOSAL PACKAGE.**

Coach USA

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UNDERSTANDING OF THE SERVICE TO BE PROVIDED:

The purpose of this section is to ascertain and evaluate the Carrier's understanding of the service to be provided.

- The Carrier should provide the information requested on Pages 8-10 concerning the Garage Facilities. The Carrier may add any additional information to this form that it feels provides a better understanding of the facilities to be provided.

- The Carrier should maintain adequate staffing levels to operate the proposed service.

Please see attached response document.

EXPERIENCE AND QUALIFICATIONS OF THE COMPANY IN PROVIDING LOCAL TRANSIT SERVICE:

The purpose of this section is to ascertain and evaluate the experience and qualifications of the company in providing local transit service.

- The Carrier must supply evidence of having successfully operated service of a similar nature to those described in the RFP and must provide a description of its ability to provide such services (complete Pages 11-14).

- The Carrier must provide a minimum of **three (3) credit references;** to include at least one (1) reference from a bank which indicates the Carrier's credit worthiness and one (1) reference from the transit industry.

- The Carrier must provide a list of all other companies or agencies that it or any of its affiliates provided contract bus service to during the past five (5) years. Said list must include a description of the service and the name and telephone number of a contact person at that agency.

- The Carrier must provide at least **three (3) trade references** from major suppliers such as fuel, parts, insurance, etc. References should include the number of years associated, credit terms extended, etc.

Please see attached response document.

MIDDLESEX COUNTY LOCAL BUS SERVICE PROPOSAL PACKAGE

PROPOSED PERSONNEL

Job Title	Number of Employees	Union (Y/N) Name & Local #	# of Hours per week	Overtime Eligible Y/N
TRANSPORTATION PERSONNEL:				
Bus Operators	68	Yes, SMART Local 1589	2,720	Y
Starters/ Roadmen	2	N	80	Y
Operations Supervisor	1	N	40	N
MAINTENANCE PERSONNEL:				
Mechanics	4	Yes, BCGTM Local #53	160	Y
Cleaners	2	Yes, BCGTM Local #53	80	
Maintenance Manager	1	N	10	Y
Regional Maintenance Director	1	N	As needed	N
TOTAL	8			
FACILITY GARAGE PERSONNEL:				
Dispatchers	4	N	160	N
Maintenance Foreman	1	N	10	N
Maintenance Supervisors	5	N	200	N
TOTAL	10			
ADMINISTRATIVE PERSONNEL:				
Safety and Personnel Manager	1	N	As needed	N
Finance Officer	1	N	As needed	N
~~General / Project Manager~~	~~1~~	~~N~~	~~40~~	~~N~~
Clerk	1	N	20	Y
Recruiter	1	N	20	Y
TOTAL	5			
Total Number of Employees:				

Total number of peak vehicles necessary to operate service: 32 **, spares:** 5

Coach USA

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MIDDLESEX COUNTY LOCAL BUS SERVICE PROPOSAL PACKAGE

INSURANCE EXPENSES

A QUOTE FROM AN INSURANCE AGENT MUST BE INCLUDED AS AN ATTACHMENT ALONG WITH ALL CORRECT CERTIFICATES OF INSURANCE.

Please see attached response document.

TYPE OF COVERAGE	INSURANCE CARRIER
BUS LIABILITY (Include All Layers of Coverage)	
BUS PHYSICAL DAMAGE	
OTHER VEHICLE LIABILITY	
GENERAL LIABILITIES	
WORKERS COMPENSATION	

MIDDLESEX COUNTY LOCAL BUS SERVICE PROPOSAL PACKAGE

COMPANY INFORMATION

1. List all affiliated companies, corporations, partnerships, individual proprietorships, or trusts. Indicate any type of transaction that will occur with these affiliates. If none, please indicate with N/A.

Please see attached response document.

2. List the names, addresses and compensations paid, including any expense allowances of all company officers and executives (Including all applicable affiliates).

Please see attached response document.

3. List all management personnel to be utilized in operation/oversight of this service. Include a brief resume and summary of responsibilities relating to this service.

Please see attached response document.

Employee Name	Description of Responsibilities Related to Service

COMPANY INFORMATION (CONTINUED)

4. PROVIDE THE FOLLOWING REFERENCES:

   a. Bank(s) (detailing years of association and credit worthiness)

   b. Trade (three references from major suppliers including years of association and current credit terms)

   c. Transit Industry (regarding previously contracted work, chartered work or any other transportation services)

5. List all relevant facts concerning LEGAL PROCEEDINGS AGAINST the company/affiliates as required by the Request for Proposal (attach additional sheets if necessary). All written complaints and lawsuits alleging discrimination must be listed separately.

Suburban Trails, Inc.'s litigation matters, whether past, pending, or threatened , are customary to the t

transportation industry, and are handled as part of its ordinary course of business. No litigation will have

any material effect on our ability to complete the terms of this contract.

6. List all relevant facts concerning CRIMINAL CONVICTIONS AGAINST company/affiliate officers or executives as required by the Request for Proposal (attach additional sheets if necessary).

None.

7. List all relevant facts concerning LEGAL PROCEEDINGS BY the company/affiliates against others as required by the request for Proposal (attach additional sheets if necessary).

None.

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COMPANY INFORMATION (CONTINUED)

8. Attach current copy of Certificate of Operating Authority (STB, DOT) that evidences your authority to operate this service. Also, attach a copy of the most recent U.S. DOT Safety Compliance Inspection, showing a satisfactory rating.
   Please see the Attachments section of this Technical Proposal.
9. Attach most recent audited financial statement for operating company (if newly formed venture, attach audited financial statement pertaining to parent company).
   Please see the Attachments section of this Technical Proposal.
10. Proposals shall include a copy of the Carrier's existing policy addressing employee drug and alcohol testing and copies of the Carrier's FTA or FHWA (Federal Highway Administration) drug and alcohol testing MIS Data Collection Forms for the most recent period completed.
    Please see the Attachments section of this Technical Proposal.
11. Provide information relative to the completion of the DBE Goal assigned to this contract. This information must be submitted for each DBE the Carrier plans on using and reporting for the duration of the contract. Include the following:
    - Name of Company
    - Address of Company
    - Products or services provided by the company
    - Contact person with phone number and e-mail address
    - Title or position of contact person

    All required information regarding DBE contractors can be found in Section I: Required Forms and our Cost Proposal.

    Additionally, include partially completed DBE forms A, A1, A2, B, C, and D of Appendix H (without the dollar values) with the Technical Proposal. The fully completed DBE forms must be included with the Cost Proposal.
12. A three percent (3%) **Race Conscious Disadvantaged Disadvantaged Business Enterprise** (DBE) goal has been assigned to this contract. Include **partially** completed forms A, A1, A2, B, C and D (in Appendix H **without the dollar values) with the Technical Proposal**.
13. The Carrier should submit with its Proposal the Business Registration Certificates for all team members, but no later than the date of Contract award .

    Please see the Attachments section of our proposal.

Coach USA

MIDDLESEX COUNTY LOCAL BUS SERVICE PROPOSAL PACKAGE

GARAGE FACILITIES

Please see attached response document.

Instructions: **Carriers shall provide the following information as requested below:**

1. Address and location of garage:

_____

_____

2. State whether garage is owned or leased (if leased, provide name and address of owner and attach hereto a copy of current lease).

_____

_____

3. State size of facility area (inside and outside), including storage and parking capacity.

_____

_____

4. Include site drawing denoting: maintenance work area(s), washing and servicing area(s), fueling area(s), vaulting area(s), dispatch area(s), driver's rest area(s), locker area(s), administrative area(s), and storage/parking areas.

5. Describe the security systems, barriers and procedures that are in place to maintain the integrity of funds, vehicles, and equipment for both the outside grounds and facility.

_____

_____

_____

GARAGE FACILITIES
(CONTINUED)

6. **Total number of work-stalls (work-bays)** _____
(Includes work-stalls with pits or lifts)

6a. Number of pits: _____

6b. Number and type of lifts:

_____

_____

7. Describe washing and cleaning equipment and facilities:

_____

_____

8. List number of fuel tanks, capacity and location:

_____

_____

9. Describe system for handling bulk fluid storage, means, capacities and disposal procedures:

_____

_____

10. List and describe:

(1) Indoor bus storage area-capacity;
(2) Driver locker room facilities and capacity; and,
(3) Lost and found procedures (reporting, securing and reclamation):

_____

_____

GARAGE FACILITIES
(CONTINUED)

11. Describe safety procedures in effect:

12. Describe fire protection system and procedures in effect:

13. State whether other operations utilize your garage facilities (include name and copy of service agreement, if any): Indicate the number of buses operating out of the garage for each company.

14. Please provide any other information, which may be of assistance in evaluating your garage facility:

MIDDLESEX COUNTY LOCAL BUS SERVICE PROPOSAL PACKAGE

OPERATING INFORMATION

Please see attached response document.

1. Carrier's experience in operating service similar to this service. Has Carrier operated prior service under contract with **NJ TRANSIT:**

_____

_____

_____

_____

_____

_____

_____

2. List total number of vehicles currently operated by company and affiliate(s), including type and make:

Company Name	Bus Type	Bus Make	Total Buses

Coach USA

OPERATING INFORMATION
(CONTINUED)

3. List all types of maintenance work to be performed by an outside contractor, or to be performed by the parent/affiliate company at a facility different from the proposed site:

4. Provide a complete description of the preventive maintenance procedures for the vehicles that will be utilized in the operation of this service. Include scope of work to be performed, service intervals, inspection procedures, handling of daily defects, road failures and maintenance record keeping. **Include full size copies of all applicable forms and documents.** Describe in detail how the forms are used, including mileage, time intervals, oil analysis intervals and procedures, and handling of deferred work. (Refer to Exhibit J of RFP No. 20-017 - Maintenance Standards & Requirements)

5. Provide a separate preventive maintenance program for the vehicle air conditioning systems that meets or exceeds NJ Transit's and the manufacturers recommended or specified preventive maintenance program. This will include a sample inspection form, which will detail how it is used, and include: mileage intervals and deferred work categories.

OPERATING INFORMATION
(CONTINUED)

6. Provide a vehicle cleaning schedule and sample inspection form. The schedule and inspection form will show what operations are performed on a daily, weekly and monthly basis.

7. Provide a description of the program to be utilized to inspect (including driver and maintenance staff inspections) to maintain the Revenue Collection Equipment which will be used in the operation of this service. Also describe the control procedures that will be used to ensure the accuracy of Farebox & Revenue System information and to monitor ridership & revenue on this service.

8. A summary of the training/experience of the maintenance personnel should be included with the Proposal, ASE (Automotive Service Excellence) certification of the maintenance personnel in the pertinent areas is recommended.

9. Please provide any other information which may be of assistance in evaluating your operating experience (attach additional sheets if necessary):

OPERATING INFORMATION (CONTINUED)

10. **Fuel Costs:**

Cost Per Gallon:	FY 2022:	_____
(net of taxes)	FY 2023:	_____
	FY 2024:	_____
	FY 2025:	_____
	FY 2026:	_____
	FY 2027:	_____
	FY 2028:	_____
	FY 2029:	_____
Projected Number of Gallons:	FY 2022:	_____
(diesel)	FY 2023:	_____
	FY 2024:	_____
	FY 2025:	_____
	FY 2026:	_____
	FY 2027:	_____
	FY 2028:	_____
	FY 2029:	_____
Projected Miles Per Gallon:	FY 2022:	_____
	FY 2023:	_____
	FY 2024:	_____
	FY 2025:	_____
	FY 2026:	_____
	FY 2027:	_____
	FY 2028:	_____
	FY 2029:	_____

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OPERATING INFORMATION (CONTINUED)

Projected Annual Mileage:

FY 2022:_____
FY 2023:_____
FY 2024:_____
FY 2025:_____
FY 2026:_____
FY 2027:_____
FY 2028:_____
FY 2029:_____

FUEL VENDOR NAME: Sprague Operating Resources, LLC

11. Attach detailed schedules for maintenance of **NJ TRANSIT** leased/subleased equipment in accordance with maintenance standards provided as part of the RFP package.
Please see attached response document.

12. Attach all scheduling documents (i.e., run-guides and paddles) relating to the construction of the service to be operated. Utilizing the head-ways/schedules provided by **NJ TRANSIT in the RFP**, demonstrate how all runs are constructed, including all hook-ups, reliefs and Deadheads. **DO NOT ENCLOSE A SAMPLE OF YOUR PROCESS- A FULL SCHEDULE IS REQUIRED.**
Please see the Attachments section of this Technical Proposal.

13. The buses assigned to this contract may be operating with Carrier leased tires. Upon receipt of these vehicles, the tire lease must either be transferred, bought out or the tires replaced with Carrier owned tires. Provide a detailed plan for how you will handle the tire transfer.

Understanding of the Services to Be Provided

The purpose of this section is to ascertain and evaluate the Carrier's understanding of the service to be provided.

Overview

Coach USA, through its subsidiary, Suburban Trails, has been providing transportation services to New Jersey residents for more than 40 years. As the current operator, Suburban Trails management and drivers are completely familiar with the routes and administrative requirements of the Middlesex County local service. Coach USA is the current operator of both the Bergen County and Passaic County local bus services under contracts with NJ Transit. As such, we offer knowledgeable and experienced management and operational personnel to ensure that services continue to efficiently operate. As NJ TRANSIT understands, continuity in service providers reduces possible disruptions that could result from a change in carriers.

Coach USA has the financial backing and expertise of a large company while, at the same time, retains the attention to detail and customer contact typical of a locally based operation.

Operators

Our operators are carefully selected and well trained in order to ensure safe, courteous, and efficient service to our customers. Our aggressive safety program is the foundation of every aspect of our business. We continue to use the latest technology in our ongoing efforts to train and monitor our operators. A brief description of our systems may be found in the **Operating Information** section of this proposal.

Facility

Our garage facility in New Brunswick is secured under a long-term lease which will not expire during the term of this service contract.

Vaulting Procedures

The cashbox vault is located at the end of our wash/fuel line inside our maintenance garage. This wall is directly behind our dispatch office which provides easy connectivity to the servers and key box, located inside dispatch.

Our cleaning team brings each vehicle in nightly to wash and fuel, as well as complete the necessary vaulting procedures. Our parking supervisor who parks each vehicle following it being cleaned and fueled is tasked with removing the cashbox that has money in it, vaulting the box, and then putting the empty cashbox back into the bus. Finally, the bus is parked to be used for the following day of service.

The vaults at Suburban Trails are under surveillance 24 hours a day, seven days a week to protect NJ TRANSIT funds. In addition, all activities are recorded to be reviewed at a future date if necessary.

Technology

Coach USA is unique – because of our relationships with technology providers, we can create a custom offering to meet the unique requirements of each of our clients.

Coach USA is a technology integrator – having the ability to integrate any number of technologies to give each of our customers the best possible experience. We believe that the ability to serve as an 'integrator' is essential in our ability to provide quality solutions to our clients.

In a new contract with NJ TRANSIT, Suburban Trails will implement additional technology on NJ TRANSIT buses to ensure safe operation of the fleet, as well as monitoring the fleet while on routes.

Saucon Telemetry Delivery System (TDS)

The Saucon TDS solution supports a variety of GPS capabilities including graphical mapping, vehicle tracking, scheduling, arrival forecasting, and full operational reporting. Using this solution, Coach USA can view a map that automatically refreshes and displays all active vehicles, vehicle speed, location, and date and time of last report. The system is fully integrated for interface with Google Earth and all associated functionalities.

The Saucon TDS solution has the ability to define geo-zone fencing definitions to identify specific stops, zones or locations, as needed. Using these definitions with the embedded route-drawing functionality provides the ability to clearly define all routes, stops, and specific locations of interest.

The system also provides numerous services, feeds, and analytics that Coach USA can access through a secure web-based portal. This enables us to easily define rules, monitor vehicle performance, and report deviations using alerts and alarms.

Saucon TDS also allows us to conduct remote vehicle diagnostics for engine performance, speed, route compliance, hard stops, excess idling, and erratic driving. When combined with the Saucon on-board video system, we can receive an alert when the vehicle is off its planned route and do a live look-in on the vehicle and operator, and immediately take action.

GreenRoad Driving Behavior Platform

GreenRoad is a safety system that we have implemented across the entire Coach USA fleet. The GreenRoad Driving Behavior Platform monitors our operators' habits and modifies their behavior by providing immediate feedback to the operator in the vehicle based on sensors on the bus.





Using GreenRoad's patented algorithms and a small in-vehicle device, GreenRoad analyzes maneuvers that impact risk and fuel consumption. Risky events get translated into a single, simple metric – the GreenRoad safety score. This information is communicated to the operator real time by lighted indicators that indicate 3 levels of alert encouraging instantaneous behavior modification for sustainably safer and more eco-friendly driving habits. Our operators receive daily updates on their scores and are incentivized as part of this implementation to ensure we achieve a successful collaborative approach.

Hiring and Training Program

Coach USA invests in training for all employees from operators to managers. Key elements of our training and development program include employee development, world-class safety, excellent passenger care, operational performance, and regulatory compliance. Further, our training is focused on building consistency in practices. We ensure that training is relevant and accessible to our employees, and we rely on internal resources to do the majority of our training.

The expected results of our commitment to training are:

- Improved retention
- Job mobility
- Improved customer service
- Better system performance

Please see the **Attachments** section of this proposal for more information on the Coach USA Hiring and Training Programs.

Experience and Qualifications of the Company in Providing Local Transit Service

Experience with Similar Services

The Carrier must supply evidence of having successfully operated service of a similar nature to those described in the RFP and must provide a description of its ability to provide such services (complete Pages 11-14).

Please see **Section A: Experience** for a description of our similar experience, including the current operation of the NJ TRANIT Middlesex County fixed route transportation services since January 2021.

References

The Carrier must provide a minimum of three (3) credit references; to include at least one (1) reference from a bank which indicates the Carrier's credit worthiness and one (1) reference from the transit industry.

Credit References

Wells Fargo Capital Finance	
Client Address:	1800 Century Park East, Los Angeles CA 90067
Services Provided:	Treasury Management
Client Contact:	Mr. Cameron Scott
Phone:	[redacted]
Email:	[redacted]
No. of Years Associated:	1990 - Present

Five-Year Client List

The Carrier must provide a list of all other companies or agencies that it or any of its affiliates provided contract bus service to during the past five (5) years. Said list must include a description of the service and the name and telephone number of a contact person at that agency.

Nothing speaks to our experience providing passenger transportation services more than our clients who we serve on a daily basis. Please see the **Attachments** section of this Proposal for a complete list of the clients served by Suburban Trails.

Trade References

The Carrier must provide at least three (3) trade references from major suppliers such as fuel, parts, insurance, etc. References should include the number of years associated, credit terms extended, etc.

Sprague Energy	
Services Provided:	Fuel
Client Contact:	Mr. Steven Levy
Phone:	[redacted]
No. of Years Associated:	More than 20 years

ABC Companies

Services Provided:	Parts
Client Contact:	Mr. John Gillis
Phone:	[redacted]
No. of Years Associated:	More than 20 years

Sedgwick CMS	
Services Provided:	Third-Party Administrator
Client Contact:	Ms. Nancy Hofacker, AVP Client Services
Phone:	[redacted]
No. of Years Associated:	2009-Present

Proposed Personnel

Please see **Section B: Personnel** of this proposal for a complete list of the proposed Suburban Trails management personnel to be assigned to this project.

In addition, the resumes of each of the proposed management personnel can be found in the **Attachments** section of this proposal.

Insurance Expenses

A quote from an insurance agent must be included as an attachment along with all correct certificates of insurance.

All pricing information, including insurance expenses, has been included in the separately submitted Cost Proposal. We have included a Certificate of Insurance in the **Attachments** section of this proposal.

Company Information

1. Affiliated Companies, Corporations, Partnerships, or Trusts

List all affiliated companies, corporations, partnerships, individual proprietorships, or trusts. Indicate any type of transaction that will occur with these affiliates. If none, please indicate with N/A.

Suburban Trails, Inc. is affiliated with Suburban Transit. All work for this contract will be completed by Suburban Trails. Suburban Trails is a wholly owned subsidiary of Coach USA, Inc. Coach USA has additional subsidiaries that are not related to this proposal or service. Coach USA will provide support function including operator training, risk management, body repairs, and financial support.

2. Officers and Executives

List the names, addresses and compensations paid, including any expense allowances of all company officers and executives (Including all applicable affiliates).

The officers and executives for Suburban Trails, Inc. are listed below. As a part of our standard business practice, we do not provide information regarding the compensations of our officers and executives.

Title	Name
President	Linda Burtwistle
Vice President	Farhaad Chanduwadia
Vice President	William Budds
Vice President	Brett Burke
Vice President	Ross Kinnear
Chief Financial Officer	Ross Kinnear
Treasurer	Ross Kinnear
Assistant Treasurer	Vince Grover
Secretary and General Counsel	Jazmine Estacio

3. Management Personnel

List all management personnel to be utilized in operation/oversight of this service. Include a brief resume and summary of responsibilities relating to this service.

Please see **Section B: Personnel** of this proposal for a list of the proposed management personnel to be utilized in the operation and oversight of this service.

The resumes of each of these candidates can be found in the **Attachments** section of this proposal.

4. References

Provide the following references:

a. Bank(s) (detailing years of association and credit worthiness)

b. Trade (three references from major suppliers including years of association and current credit terms)

c. Transit Industry (regarding previously contracted work, chartered work or any other transportation services)

Please see **Experience and Qualifications of the Company in Providing Local Transit Service** for the above-listed references.

5. Legal Proceedings and Criminal Convictions

List all relevant facts concerning LEGAL PROCEEDINGS AGAINST the company/affiliates as required by the Request for Proposal (attach additional sheets if necessary). All written complaints and lawsuits alleging discrimination must be listed separately.

Suburban Trails, Inc.'s litigation matters, whether past, pending, or threatened, are customary to the transportation industry, and are handled as a part of its ordinary course of business. No litigation will have any material effect on our ability to complete the terms of this contract.

6. Criminal Convictions Against Suburban Trails

List all relevant facts concerning CRIMINAL CONVICTIONS AGAINST company/affiliate officers or executives as required by the Request for Proposal (attach additional sheets if necessary).

None.

7. Legal Proceedings by Suburban Trails

List all relevant facts concerning LEGAL PROCEEDINGS BY the company/affiliates against others as required by the request for Proposal (attach additional sheets if necessary).

None.

8. Certificate of Operating Authority

Attach current copy of Certificate of Operating Authority (STB, DOT) that evidences your authority to operate this service. Also, attach a copy of the most recent U.S. DOT Safety Compliance Inspection, showing a satisfactory rating.

Please see the **Attachments** section of this proposal for a current copy of the Suburban Trails Certificate of Charter Operating Authority and Certificate of Contract Operating Authority.

9. Financial Information

Attach most recent audited financial statement for operating company (if newly formed venture, attach audited financial statement pertaining to parent company).

Please see **Section E: Financial Capability** for more information about the Suburban Trails financial capability, as well as the financial support offered by Coach USA.

In addition, please see the **Attachments** section of this proposal for the most recent copy of the Coach USA audited financial statements.

10.Drug & Alcohol Policy

Proposals shall include a copy of the Carrier's existing policy addressing employee drug and alcohol testing and copies of the Carrier's FTA or FHWA (Federal Highway Administration) drug and alcohol testing MIS Data Collection Forms for the most recent period completed.

Please see our response to Item 11 in Garage Facilities, located in this **Section I: Appendix B** of this proposal for more information on the Coach USA Drug & Alcohol Policy.

We have also included a copy of the Coach USA Drug & Alcohol Policy in the **Attachments** section of this proposal. In addition, a copy of the Suburban Trails FTA drug and alcohol testing data and collection forms for the most recent period (2020) have been included in the **Attachments** section of this proposal.

11.Disadvantaged Business Enterprise Forms

Provide information relative to the completion of the DBE Goal assigned to this contract. This information must be submitted for each DBE the Carrier plans on using and reporting for the duration of the contract. Include the following:

Name of Company

Address of Company

Products or services provided by the company

Contact person with phone number and e-mail address

Title or position of contact person

Additionally, include partially completed DBE forms A, A1, A2, and B of Appendix H (without the dollar values) with the Technical Proposal. The fully completed DBE forms must be included with the Cost Proposal.

Please see the separately submitted Cost Proposal for the proposed Suburban Trails DBE Plan information, including the complete DBE Forms A, A1, A2, and B of Appendix H.

We have included the partially completed (all cost information omitted) DBE forms A, A1, A2, and B of Appendix H in the **Attachments** section of this proposal.

12.Disadvantaged Business Enterprise Forms

A three percent (3%) Race Conscious Disadvantaged Business Enterprise (DBE) goal has been assigned to this contract. Include partially completed forms A, A1, A2, and B (of Appendix H without the dollar values) with the Technical Proposal.

We understand the DBE requirements laid out in the NJ TRANSIT RFP. Our DBE plan meets/exceeds this requirement. Please see the separately submitted Cost Proposal for the proposed Suburban Trails DBE Plan information, including the complete DBE Forms A, A1, A2, B, C, and D of Appendix H.

We have included the partially completed (all cost information omitted) DBE forms A, A1, A2, and B, of Appendix H in the **Attachments** section of this proposal.

13.Business Registration Certificate

The Carrier should submit with its Proposal the Business Registration Certificates for all team members, but no later than the date of Contract award.

Please see the **Attachments** section of this proposal for the Suburban Trails, Inc. Business Registration Certificate.

Garage Facilities

1 Address and Location

Address and location of garage

The Suburban Trails facility, including the maintenance garage facility, is located at [redacted], New Brunswick, New Jersey.

2. Garage Ownership

State whether garage is owned or leased (if leased, provide name and address of owner and attach hereto a copy of current lease).

The Suburban Trails facility is leased from the estate of Sidney Kuchin. The lease ends in 2030.

3. Facility Size and Capacity

State size of facility area (inside and outside), including storage and parking capacity.

Facility Size: 6.4-acre property, the building/facility is 45,690 sq. ft.

Indoor Storage and Parking: 14 buses

Surface Parking: Approximately 400 spaces

4. Illustration of Facility

Include site drawing denoting: maintenance work area(s), washing and servicing area(s), fueling area(s), vaulting area(s), dispatch area(s), driver's rest area(s), locker area(s), administrative area(s), and storage/parking areas.

Please see the **Attachments** section of this proposal for a floor plan illustration of the Suburban Trails facility.

Please note, we have a full-size drawing of the Suburban Trails garage facility available. The document is oversized, and we are not able to provide a quality copy or photo with this proposal. We are happy to provide the original to NJ TRANSIT for review during the proposal evaluation period.

5. Facility Security

Describe the security systems, barriers and procedures that are in place to maintain the integrity of funds, vehicles, and equipment for both the outside grounds and facility.

The Suburban Trails facility is open 24 hours per day, seven days per week, with at least one management employee on the premises at all times. A security camera system, comprised of 30 cameras and recording devices, monitors the grounds and maintenance areas. A fence comprised of both chain link and estate fencing surround the entire facility for additional security.

6. Facility Work Stall and Pit Information

Total Number of Work-Stalls (Work Bays): 10

Number of Pits:	None
Number and type of lifts:	7 sets of Stertil Kuni Lifts, model no. ST-1082F, each set consists of 4 lifts, 28 total

7. Washing and Cleaning Equipment

Describe Washing and Cleaning Equipment and Facilities

N/S Corporation Bus Wash

The manufacturer of the bus wash system at the Suburban Trails garage facility is N/S Corporation Vehicle Washing Equipment, 3000 Series, 3100 Model. The N/S Corporation has more than 50 years of experience designing and manufacturing vehicle wash systems and specializes in creating washes for larger fleets, including coach and transit-style bus fleets. The N/S system is designed to operate efficiently, both with the amount of water consumed by the wash, as well as the amount of time it takes to complete a cycle.

VP Industries Bus Wash Parts and Maintenance

The Suburban Trails bus wash system is serviced quarterly by VP Industries. VP Industries, based in New Hyde Park (NY), installs, services, repairs, and stocks parts for all N/S Wash Systems. The quarterly service includes a comprehensive preventive maintenance inspection of all parts to ensure they are in working order, as well as a thorough cleaning.

Interior Cleaning Equipment

As a part of Coach USA, Suburban Trails uses the ZEP Assure Cleaning Program to ensure thorough interior cleaning measures.

Please see the **Operating Information, Vehicle Cleaning Program** further in this section of this proposal for more information on our cleaning policies and procedures, including the ZEP Assure Program.

8. Fuel Tanks

List number of fuel tanks, capacity, and location

There are two fueling stations at the Suburban Trails garage facility, located indoors within the wash bay line.

In addition, there are two 330-gallon totes of Diesel Exhaust Fluid (DEF), both located indoors alongside the fuel pumps. It is also policy to keep an additional two totes of DEF on hand to replace those in use when necessary.

Suburban Trails uses a Veeder Root system to monitor our fuel tank levels. This system also automatically schedules fuel deliveries once fuel levels reach a certain threshold.

9. Bulk Fluid Storage, Capacities, and Disposal Procedures

Describe system for handling bulk fluid storage, means, capacities and disposal procedures

- Our facility is equipped with two 10,000-gallon above ground fuel tanks.

- Sprague Operating Resources, LLC is our fuel supplier.
- Antifreeze is stored in a 500-gallon above-ground, double-walled tank, which is compliant with all State and Federal requirements.
- Automatic transmission fluid is stored in 55-gallon barrels, stored in a secured area in our garage, compliant with all State and Federal requirements.
- Engine oil is stored in a 500-gallon above-ground, double-walled tank, which is compliant with all State and Federal requirements.
- Waste oil is stored in a 500-gallon, above-ground, double-walled tank.
- Safety-Kleen, an environmental products and services vendor, handles the collection and disposal of all used oil and other fluids. Safety-Kleen collects our used oil and fluids on an as-needed basis, as well as used oil filters.

10. Indoor Facility Information

List and describe:

(1) Indoor bus storage area-capacity;

(2) Driver locker room facilities and capacity; and,

(3) Lost and found procedures (reporting, securing and reclamation):

Indoor Bus Storage Area Capacity

The capacity for indoor bus storage at the Suburban Trails garage facility is fourteen (14) buses.

Driver Locker Room Facilities and Capacity

We have a full lunch and break room, training room, and restroom facilities sufficient to support all drivers during their shifts.

Lost and Found Procedures

Please see the **Attachments** section of this proposal for the Suburban Trails Lost & Found Procedures, including reporting, securing, and reclamation.

11. Safety Procedures

Describe safety procedures in effect:

Suburban Trails adheres to Coach USA standardized Health, Safety, Security and Environmental programs. This facility complies not only with the above-mentioned programs but also with all OSHA and EPA standards. This location also participates in the "Right to Know" program regarding all substances with which our personnel may come in contact as well as the lock-out/tag-out procedure required. Suburban Trails also has a very strict Personal Protection Equipment (PPE) program.

Safety Program

The foundation of our commitment to safety is embodied in our comprehensive Safety Program. At Coach USA, we are focused and dedicated to a “safety first, last, and always” attitude as an essential element

for all our employees. Our goal is to provide safe, reliable, courteous, and efficient passenger transportation services.

Through a comprehensive training program for all Coach USA employees, we follow rigorous safety procedures in everything we do. We support and follow all federal, state, and local regulations regarding passenger transportation.

Coach USA requires a safe working environment and if our policies and procedures are not followed, we enforce them and re-train an employee if necessary. Providing a safe working environment is the right thing to do as a company. Coach USA has invested significant resources in training, employee development, incentive programs, and developing annual safety audits to ensure that we are accountable for our performance.

System Safety Program

Coach USA realizes the importance of safety and proper training at every level of operations. To ensure the highest level of safety, we have developed a comprehensive System Safety Program that is implemented at each of our operating locations. This program is administered by the local safety and training manager.

The System Safety Program consists of a collection of safety policies that address the management of the safety program and covers topics necessary to initiate and maintain effective safety practices. The information in this program includes descriptions of the vehicles, a thorough staffing plan, as well as state and local regulations governing the specific services offered by that location. The System Safety Program also contains all the documentation needed to maintain the effective administration of the program. This includes coverage of issues such as safety and maintenance inspections, emergency plans and procedures, and recordkeeping.

The policies included in this program include, but are not limited to:

- Drug and Alcohol Testing
- Blood Borne Pathogens
- Altering Equipment
- Backing
- Battery Safety
- Cell/Mobile Phone policy
- Compressed Gas Safety
- OSHA
- Speeding
- Personal Protective Equipment

The key activities associated with the program include:

- **Implementation and Customization:** The on-site management team works together to establish and maintain an effective program that includes employee participation and continuous ongoing training.

- **Periodic Audits:** Safety staff will perform monthly and annual safety audits. Each functional area of the operation is examined to ensure safe operation, determine current compliance levels, and identify areas for improvement.
- **Home office Support:** Every audit will be extensively documented, and reports are provided to the project management team and the Coach USA home office support staff. Training and other safety initiatives are developed to address the results of the audits.

We have provided a sample copy of our Safety Audit in the **Attachments** section of this proposal.

Handling Emergency Situations

Emergency Preparedness Training

A key element of our training program for operators is emergency preparation. An emergency situation can occur at any time, and we provide our operators with the tools they need to handle situations including accidents and incidents, hazardous materials, passenger confrontations, and weather emergencies. Coach USA will spend classroom time on this critical area and reinforce these concepts during behind the wheel training and in practical simulations of various emergencies.

Security Procedures

Coach USA maintains the following policies and procedures for critical incidents:

- **Violence onboard:** The operators are to protect themselves and passengers on-board, then immediately contact dispatch through two-way communications. Coach USA dispatch immediately contacts local law enforcement to describe the event and request assistance when necessary.
- **Violence directed towards a vehicle in service:** Whether a weapon is discharged, or an object is thrown at the vehicle, the operator is trained to immediately move the vehicle out of harm's way and contact dispatch through the above procedures.
- **Bomb Threats:** Threats onboard or called into dispatch or received through other communication means, will be immediately reported to the local law enforcement, and our general manager will be notified. Threats, whether genuine or not, will be taken seriously and the appropriate response, as per the local police, will be implemented.
- **Suspicious Packages:** We are keenly aware of the need to be vigilant, and observant of packages brought onboard. If there is a package left, and the owner is not identified immediately, the operator shall contact dispatch, who in turn will contact local law enforcement for related action. While this may seem like an overabundance of caution in most cases, we believe safety and caution is always the best option.
- **Facility Fire:** All employees will be evacuated to a designated area outside of the threat zone. If the fire is in our dispatch area, cellular telephone notification will be implemented by the senior staff member.
- **Medical emergency onboard:** Operator will immediately contact dispatch, and dispatch will contact 911 with a description of the onboard medical emergency and location of the vehicle. Dispatch will stand by until assistance is on the scene.

Each planning process has taken into consideration the delicate balance between operational safety, passenger needs, the safe operation of our system and the overall safety of our employees who provide

the service. At each location, customized emergency procedures will be developed that are specific to the service and facility.

Accident and Incident Reporting

Passenger and operator safety is Coach USA's number one priority. In the case of an accident, Coach USA will immediately dispatch emergency medical personnel and law enforcement, as required. Our next priority will be to provide any passengers that are on-board with immediate transportation upon collection of necessary contact and witness information.

We will utilize our supervisory and management personnel to immediately respond and guide the passengers in the safest manner possible to the replacement vehicle. It is our goal that there be a minimal impact on the level of service.

Coach USA has developed and implemented a comprehensive accident and incident reporting system. Our supervisors and managers have all been trained in accident investigation procedures. In the event that a Coach USA operated vehicle is involved in an accident a supervisor or manager will be dispatched to the scene, depending upon severity and according to contract requirements. At this time, the appropriate notifications are immediately made to the dispatchers and Management Team. Supervisors and operators are equipped with the necessary paperwork and accident reporting forms, courtesy cards as well as a digital camera or smart phone. They will work with the law enforcement on scene to obtain all information and take photographs of the accident scene and vehicles involved. As per DOT requirements, the operator may be subject to post accident drug and alcohol test, as required by DOT regulations and contract.

Electronic and hard copies of the accident/ incident report are kept by date with a reference to the vehicle operator number and an internal code designating the type of accident. Files include:

- Operator's report of accident/incident.
- Standard investigation report and photos.
- Supervisor's report with Drug and Alcohol Addendum.
- Police report, if applicable.
- Documentation of repairs performed as a result of an accident.
- Documentation of any actions taken against operators.
- Correspondence information concerning the accident or incident with our insurance carrier or others involved.

Coach USA is proud of its accomplishments in deploying all available technologies and innovative approaches for accident prevention. Coach USA does not just talk about safety, we live it every day, at every level. From the CEO down to the operators, safety is our number one priority. This is evident by the results shown in the exhibit below:

Accident Safety Records Management

The safety and training manager is responsible for collecting and submitting required reports, including accidents, incidents, operator training, and employee development activities. The safety and training manager will also be responsible for submitting information required for safety awards based on Coach USA's Safety Award program.

Data collection requirements are based upon industry wide standards. Data is confidential. Information will be shared companywide through a summary report generated by each operating location that will be sent out at the end of each quarter.

We will document the safety, accident and incidents of the operating locations and communicate it internally to staff and externally to the contracting organizations. This enables us to analyze trends and ensure correct execution of safety procedures and thus the achievement of the Coach USA's safety objectives.

Storage and Handling of Hazardous Substances

Storage and handling of hazardous substances is an area of risk that requires that controls be in place. All Coach USA properties, including maintenance facilities and office spaces, have plans for the storage and handling of hazardous materials. We have a full understanding of the codes and regulations regarding hazardous substances, including solids, liquids, gases, fumes, and dusts that could cause harm to people or property. These substances could be flammable, explosive, corrosive, toxic or otherwise harmful. Examples of hazardous substances that may be found in our premises includes; but is not limited to:

- Fuel
- Oil and other lubricants
- Some cleaning products (bleach, toilet cleaner, polishes)
- Dirty water (for example in pits and drains)
- Paints and varnishes
- Fumes from engines
- Fumes from welding

The following principles for storage and use of hazardous substances must be followed in all premises:

- Identify hazardous substances.
- Identify the tasks that are carried out and how employees might be exposed to hazards from these substances.
- Reduce potential exposure.
- Require Personal Protective Equipment at all times.

Substance Abuse Policies and Programs

Coach USA is committed to providing a safe work environment that is free from the effects of drugs and alcohol so that it may operate and maintain transportation systems that are safe and efficient for our passengers, clients, employees, and the general public. Coach USA has a policy that prohibits the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance or alcohol in the workplace or while on duty. In accordance with Federal Transit Administration (FTA) guidelines, Coach USA performs pre-employment, random, post-accident, and reasonable suspicion drug and alcohol tests.

The purpose of this policy is deterrence, through establishing guidelines to aid in maintaining a drug and alcohol-free workplace. This will reduce the probability of accidents or incidents related to the use of drugs and misuse of alcohol by our employees and assure to the greatest extent possible our service is delivered safely and efficiently. Coach USA is dedicated to assuring the fair and equitable application of

the substance abuse policy. Managers and supervisors are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any manager or supervisor who knowingly disregards the requirements of this policy or who is found to be deliberately misusing this policy in regards to subordinates will be subject to stern disciplinary action.

As a condition of employment, all employees must comply with the terms of this policy. Failure to do so will result in termination of employment.

We have provided a copy of our Drug and Alcohol Testing Policy in the **Attachments** section of this proposal.

12. Fire Protection System

Describe fire protection system and procedures in effect

The Suburban Trails garage facility is equipped with fire extinguishers and fire suppression system. These systems are inspected semi-annually by a vendor. We also have a designated area for flammable materials storage. This facility is also in compliance with all local, state, and federal fire codes.

13. Other Operations at the Garage Facility

State whether other operations utilize your garage facilities (include name and copy of service agreement, if any): Indicate the number of buses operating out of the garage for each company.

Suburban Trails, Inc. operates interstate commuter service which will utilize 23 coaches on our schedules, effective on September 13, 2021. Prior to the onset of the Covid-19 pandemic, this service required the use of 109 buses. Service is provided between points in Middlesex, Mercer, and Somerset counties and New York City. Destinations in New York City include the Port Authority Bus Terminal, Wall Street, and crosstown to 42nd Street and 1st Avenue (United Nations Headquarters).

Suburban Trails also operates three minibuses on Wheels Route 986 under contract with NJ TRANSIT.

In addition, Suburban Tails operates approximately 20 buses in interstate and intrastate charter service from our New Brunswick facility. Charter service is operated throughout the contiguous 48 states and eastern Canada.

14. Additional Garage Facility Information

Please provide any other information, which may be of assistance in evaluating your garage facility

All maintenance and operational systems necessary to meet the terms of this RFP and to run a quality transit operation to best serve the public are already in place.

Operating Information

1. Similar Service Experience

Carrier's experience in operating service similar to this service. Has Carrier operated prior service under contract with NJ TRANSIT?

Please see **Section A: Experience** of this proposal for more information on Suburban Trails and Coach USA's experience providing service to NJ TRANSIT, as well as services similar to those outlined in the NJ TRANSIT RFP.

2. Fleet and Equipment List

List total number of vehicles currently operated by company and affiliate(s), including type and make.

Please see the **Attachments** section of this proposal for a complete fleet list of vehicles currently operated by Suburban Trails.

3. Outside Maintenance Work

List all types of maintenance work to be performed by an outside contractor, or to be performed by the parent/affiliate company at a facility different from the proposed site.

The majority of body repair work will be done in-house by a Suburban Trails technician. However, if the body damage is extensive, it will be performed by Perfect Body, an affiliated company.

4. Preventive Maintenance Program

Provide a complete description of the preventive maintenance procedures for the vehicles that will be utilized in the operation of this service. Include scope of work to be performed, service intervals, inspection procedures, handling of daily defects, road failures and maintenance record keeping. Include full size copies of all applicable forms and documents. Describe in detail how the forms are used, including mileage, time intervals, oil analysis intervals and procedures, and handling of deferred work. (Refer to Exhibit J of RFP No. 20-017 – Maintenance Standards & Requirements).

Overview

A successful transportation operation is always supported by a robust vehicle maintenance program. A well-maintained fleet is essential for the NJ TRANSIT fixed-route services for Middlesex County and for ensuring the safety of our employees and the customers we serve together.

At the heart of our maintenance program are skilled, qualified technicians. All Coach USA technicians are qualified to maintain all major systems, such as: engines, transmissions, brakes, air conditioning systems, electrical systems, and more. We offer continuous training and certification opportunities to our technicians to ensure they have the most up-to-date knowledge about the maintenance and repair of the fleet used to carry out these services for NJ TRANSIT.

The maintenance department operates 24 hours a day, seven days a week. In addition, our maintenance management team have mobile phones and are on call 24 hours a day. Coach USA's maintenance department is thoroughly prepared to provide maintenance services with state-of-the-art diagnostic and repair equipment to manage your fleet.

PM Program for NJ TRANSIT

Coach USA prides itself in our preventive maintenance program, which plays a vital role in the NJ TRANSIT operation.

Our comprehensive PM program for the NJ TRANSIT operation will:

- Ensure the highest level **of safety**
- **Maximize the efficiency and reliability of the fleet**
- **Reduce labor and parts expense**
- **Extend the life of the fleet**

The PM schedule meets or exceeds the minimum requirements for the fleet and is reviewed for modifications, based upon the needs of the vehicles as they progress through their various components' life cycles. Our preventive maintenance program is both mileage and time-driven and managed by the AssetWorks Fleet Focus fleet maintenance software system. Mileage entries are made daily and the time calculations are automatically generated by Fleet Focus. The system produces reports that tell the Maintenance Manager which buses are due for PM inspections.

Inspection Intervals

Vehicle Type	Inspection Interval
Coach USA-owned fleet	10,000 miles
NJ TRANSIT-owned NABI's	6,000 miles
NJ TRANSIT-owned Commuter D4500	6,000 miles

The 10,000 and 6,000-mile major PM Inspection will average six (6) hours and can include the following key elements:

- Replacing fuel filters. (Typically at 24,000 miles)
- Draining and replacing the engine oil and filter. (Typically at 6,000 miles)
- Draining and replacing transmission fluid and changing transmission filter. (Typically at 48,000 miles)
- Draining and replacing differential oil. (Typically at 48,000 miles)
- Send oil samples for analysis.

As a part of the PM, the technician is responsible for identifying and correcting defects. It is the intent to have the Technician repair those defects that can be done quickly at the time of inspection. All other defects that are identified and may take longer to repair will be noted on the work order and scheduled for repair by the shop supervisor or general manager. No bus will be allowed to operate if a safety-related defect has been identified.

The inspections described above cover wheelchair lift maintenance needs and ADA requirements. Please see the **Attachments** section of this proposal for full-size copies of all appliable forms and documents used in the Suburban Trails PM Program for NJ TRANSIT.

General Repairs

All repair activities at Coach USA are initiated through use of standard work orders. Work orders usually originate from defects found during PM inspections, from a driver's pre-trip inspection or Driver Vehicle Inspection Report (DVIR), or by defects discovered on the nightly service lane. The shift supervisor or lead technician assigns repair work.

Our mechanics' knowledge and skills are continuously enhanced through training programs of bus manufacturers and major component providers. Updated new product or technical manuals, videos, and visits by technicians to the facility also assist in training.

The work orders are then entered into Fleet Anywhere capturing all parts and labor. All open work orders are kept electronically in the FleetFocus software.

Coach USA will make all necessary repairs to each unit. This work will be scheduled so that it will not interrupt the contract service. All repairs will conform to manufacturer's specifications and NJ TRANSIT policies. Replacement parts will meet or exceed the OEM replacement parts. Complete records of all inspection work will be maintained on the equipment leased from NJ TRANSIT as well as mileage and fuel usage reports.

Pre-Trip and Post-Trip Inspections

The entire Coach USA team supports the maintenance program, from the operators to our technicians. Coach USA requires that every operator complete a pre-trip inspection at the beginning of their shift and a post-trip inspection at the end of the shift. The inspection checklist has approximately sixty (60) items relating to all relevant safety and operational guidelines and safety regulations. The checklist also ensures the vehicle meets Coach USA standards for appearance and cleanliness. Pre-Trip inspections help to identify reliability issues such as fluid leaks or engine issues, for example. The inspection can be vehicle model specific and can include tests of on-board systems where needed.

Driver Vehicle Inspection Report

The Driver Vehicle Inspection Report (DVIR) was developed by Coach USA to ensure that all vehicles are safe and reliable before being dispatched. Each vehicle in the fleet has a corresponding DVIR book and all DVIRs are filed and retained for that vehicle according to DOT requirements.

The Suburban Trails dispatch office holds and maintains the fleet DVIR books anytime the vehicle is at the facility. At the start of a shift, the vehicle operator reports to the dispatch office, takes the corresponding DVIR book, and completes the pre-trip inspection.

If any defects that limit the safe and reliable operation of the vehicle are identified during the pre-trip inspection, they are either addressed before the vehicle leaves the facility or the dispatcher assigns a different vehicle to the shift. At the end of the shift, the operator completes the post-trip inspection, fills out the DVIR, and returns the DVIR book to dispatch.

DVIR Review

The dispatcher reviews all returned DVIR reports. If the vehicle requires maintenance attention, the dispatcher will alert the maintenance team. If necessary, the vehicle will be taken out of service until the issue has been resolved.

Please see the **Attachments** section of this proposal for a sample Coach USA DVIR.

Vehicle Breakdown Procedure

Road repairs are coordinated through the dispatch and shop supervisor. When a mechanical problem occurs while on route, the operator will call dispatch (open 24/7) and, if necessary, speak with a mechanic. The appropriate personnel will be dispatched to the scene. Mechanics are required to perform road call duties unless the vehicle is to be replaced and an operator is available. In addition, preparation will be made to dispatch another vehicle as needed. The main concern of Coach USA is providing our customers with the most expedient and safe manner for continuation of their trip. The reaction time, and the manner with which a breakdown is handled, determine the efficiency of a company and distinguish one from another.

A service truck and various vendors are available for assistance when required. The service truck is equipped with an air compressor, tools, and all necessary fluids. When the vehicle is returned to the facility the maintenance department completes a work order form and places the vehicle out of service until all necessary repairs are made. Each failure is recorded and investigated by the maintenance supervisor.

5. HVAC Maintenance Program

Provide a separate preventive maintenance program for the vehicle air conditioning systems that meets or exceeds NJ Transit's and the manufacturers recommended or specified preventive maintenance program. This will include a sample inspection form, which will detail how it is used, and include: mileage intervals and deferred work categories.

Coach USA provides two separate preventive maintenance inspections on HVAC systems that meets or exceeds the OEM-specified preventive maintenance program. The HVAC system is regularly maintained at 5,000 or 6,000 mile intervals.

The air conditioning system of a vehicle is on its own preventive maintenance schedule in accordance with OEM recommendations. Each vehicle's A/C system is also inspected as part of our regular maintenance cycle. Inspection includes cleaning of the evaporator and condenser and a thorough check of the system. The systems are also monitored by the pre-trip and post-trip inspection performed daily by bus operators. The evening maintenance crew addresses any defects. It is a company policy that no vehicle departs our facility in warm weather without a working air conditioning system, and in cold weather without working heat.

Please see the **Attachments** section of this proposal for a copy of our HVAC maintenance inspection forms.

6. Vehicle Cleaning Program

Provide a vehicle cleaning schedule and sample inspection form. The schedule and inspection form will show what operations are performed on a daily, weekly and monthly basis.

Vehicle cleanliness has always been a priority for Coach USA, even before the COVID-19 pandemic. Protecting public health is of the utmost importance. We will divide our full vehicle complement into a daily cleaning schedule. Each vehicle will have a major cleaning at the interval required by the contract, and an

interior cleaning every day. Forms will be used for documenting cleaning functions. We are committed to providing clean vehicles at all times.

Coach USA utilizes cleaning products that have been approved by the Centers for Disease Control (CDC) to eliminate the COVID-19 virus, as well as flu and other bacteria. Our cleaning staff will be equipped with the proper personal protective equipment (PPE), including gloves and masks, to ensure that their health is protected while cleaning the vehicle.

The appearance of the vehicles develops a perception among passengers as well as the non-riding public, about the quality of the service provided. We understand this and will maintain the cleanliness of the vehicles to our highest ability.

Coach USA provides comprehensive interior and exterior cleaning for each revenue vehicle according to the ZEP Assure Armor Program (ZAAP). We take tremendous pride in having the cleanest vehicles on the road. Our experience includes vehicle cleaning, detailing, and buffing. We will perform the following:

- **Daily cleaning of the interior of the vehicles:** Cleaning crew will remove trash and wipe down the interior of the vehicle at the end of each service day. All foreign matter such as gum, grease, dirt, and graffiti will be removed from interior surfaces during the cleaning process and upholstery damage will be repaired immediately upon discovery.
- **Regular cleaning of the exterior of the vehicles:** Our cleaning staff will utilize a power washer to wash exteriors and ensure all environmental regulations are met and followed at least once per week, or more with inclement weather, or based upon contract requirements.
- **Vehicles will be kept free of vermin and insects at all times:** We will contract with RZ Termite and Pest Control for the extermination of all vermin and insects from all vehicles immediately upon their discovery, with a firm that uses safe, nonhazardous and EPA approved insecticides/materials.

Zep Assure Armor Program (ZAAP)

The Zep Assure Armor Program (ZAAP) is an advanced cleaning and disinfection program instituted by Coach USA at our subsidiary locations. We would propose to include this program with the NJ TRANSIT fleet upon the successful contract award.

The ZAAP cleaning program is based on three steps: clean, disinfect, and protect.

Step One: Deep Clean
The process starts with a strong cleaner, prioritizing high-touch areas first, cleaning affected surfaces to remove any build up, and attaining biosecurity.

Step Two: Disinfect
The second step involves the use of an EPA-registered disinfectant, following CDC guidelines and standard operating procedures to achieve biosecurity.

The first two steps, after completed currently with step three, are repeated each day to maintain the biosecurity.

Step Three: Protect
Step three works to maintain the biosecurity levels achieve through the first two steps in the process. Step three will only be repeated at least once every six months, as the first two steps work to maintain the biosecurity on the buses.

Please see the **Attachments** section of this proposal for a sample vehicle cleaning form.

7. Revenue Collection Equipment Maintenance

Provide a description of the program to be utilized to inspect (including driver and maintenance staff inspections) to maintain the Revenue Collection Equipment which will be used in the operation of this service. Also describe the control procedures that will be used to ensure the accuracy of Farebox & Revenue System information and to monitor ridership & revenue on this service.

We have staff available on-site that are trained to troubleshoot and handle simple cashbox repairs. In the event that we are not able to make the repair onsite, we contact the appropriate personnel at CUBIK, a third-party vendor, to come to the facility to perform the necessary repair. We always have spares on hand for immediate use if the cashbox is not operable.

At the end of each vehicle's night of service, the buses are washed and fueled. Cashboxes are removed and vaulted at the end of the service line prior to being parked for the next morning's service. Drivers and other personnel are prohibited from handling cashboxes; they are only handled by supervisory personnel. Vault bins are picked up by Garda Armored Truck Service on a weekly basis.

8. Technician Training & Experience

A summary of the training/experience of the maintenance personnel should be included with the Proposal, ASE (Automotive Service Excellence) certification of the maintenance personnel in the pertinent areas is recommended.

Coach USA is dedicated to the development of all of our employees, including our technicians. We encourage all of our technicians to gain their certifications through the National Institute for Automotive Service Excellence (ASE) certification program. We will select dedicated technicians, and provide all training pertaining to the certification tests listed below (Transit Bus Certification Tests H1 – H8):

- H1 – Compressed Natural Gas (CNG) Engines
- H2 – Diesel Engines
- H3 – Drive Train
- H4 – Brakes

- H5 – Suspension & Steering
- H6 – Electrical/Electronic Systems
- H7 – Heating Ventilation & Air Conditioning (HVAC)
- H8 – Preventive Maintenance & Inspection (PMI)

In addition to the ASE training listed above, Coach USA will schedule our technicians to receive training from original equipment manufacturers and selected other vendors.

Suburban Trails Technician Experience & Certifications

The maintenance department at Suburban Trails is staffed with nine total mechanics, with an average of 19 years of experience.

Al Freda, Maintenance Manager, supervises the department. He has over ten years of service with Suburban Trails. The other technicians who will be assigned to repair and maintain the buses used to operate the NJ TRANSIT Middlesex County Service are listed in the table below.

Name	Title	Years of Service
Sergio Espinoza	Class A, Lead Mechanic	12
Alston Walker	Class A Technician	39
Jesus Perez	Class B Technician	15
Thomas Mack	Class A Technician	24
Walter Szpurra	Class B Technician	23
Isaac Urtecho	Class B Technician	9
Frank Petersen	Class A Technician	34
Rossel Almandarez	Body Repair Specialist	3
Arsides Cruz	Class B Technician	12

In the **Attachments** section of this proposal, we have included a comprehensive list of the training curriculum completed by the Suburban Trails technicians.

9. Additional Information

Please provide any other information which may be of assistance in evaluating your operating experience (attach additional sheets if necessary)

Suburban Trails is a part of the Coach USA family of companies and is an organization that is strongly committed to protecting the safety of our passengers and employees. This concern is evidenced by the strict hiring standards we apply to our operating personnel, the thoroughness of our training program, and the diversity of our ongoing safety program.

In the **Understanding of Services to be Provided** section of this proposal, you will find information on the Coach USA hiring and training programs as well as the technology we plan to use on the NJ TRANSIT fleet in a new contract with Suburban Trails.

Over the years, Coach USA, through both Suburban Trails and Community Transportation, has provided these services for NJ TRANSIT successfully. We have developed a strong relationship with your staff during the past seven months while operating this service on an emergency basis. We are confident that choosing Suburban Trails to continue as the future operator avoids all potential problems associated with transitioning to a new company. Our operators are familiar with your routes and our mechanics with the maintenance requirements of the assigned fleet. Our stockroom is well-supplied with all necessary parts to properly maintain the buses. Our management team has the knowledge and experience to continue delivering quality service without disruption.

10.Fuel Costs

Please see the completed **Appendix B** forms preceding this section of our proposal for the completed fuel information.

11.NJ TRANSIT Equipment Maintenance

Attach detailed schedules for maintenance of NJ TRANSIT leased/subleased equipment in accordance with maintenance standards provided as part of the RFP package.

Please see the information on our **Preventive Maintenance Program,** included as a response to **Item 4** in this section of the proposal.

12.Scheduling Documents

Attach all scheduling documents (i.e., run-guides and paddles) relating to the construction of the service to be operated. Utilizing the head-ways/schedules provided by NJ TRANSIT in the RFP, demonstrate how all runs are constructed, including all hook-ups, reliefs and Deadheads. DO NOT ENCLOSE A SAMPLE OF YOUR PROCESS- A FULL SCHEDULE IS REQUIRED.

Please see the **Attachments** section of this proposal for copies of our driver paddles relating to the construction of the service to be operated.

13.Tire Transfer

The buses assigned to this contract may be operating with Carrier leased tires. Upon receipt of these vehicles, the tire lease must either be transferred, bought out or the tires replaced with Carrier owned tires. Provide a detailed plan for how you will handle the tire transfer.

Please see the **Attachments** section of this proposal for information on the Coach USA Tire Management Program.

14. Appendices

The appendices and certifications listed in the NJ TRANSIT solicitation have been included on the subsequent pages of this proposal.

SECTION J: REQUIRED FORMS AND CERTIFICATIONS

We have attached the following require forms and certifications, as requested in the NJ TRANSIT solicitation.

Required Forms and Certifications	
Appendix D	Intentionally Left Blank
Appendix E	Department of Transportation Title VI Assurance
Appendix F	Intentionally Left Blank
Appendix G	Intentionally Left Blank
Appendix H	New Jersey Transit Corporation DBE Requirements for Race-Conscious Federal Procurement Activities (DBE Forms)
Appendix I	Intentionally Left Blank
Appendix J	Ownership Disclosure Form
Appendix K	Intentionally Left Blank
Appendix L	Affidavit of Compliance with NJ TRANSIT's Code of Ethics for Vendors and State of New Jersey Ethics Laws
Appendix M	Disclosure of Investment Activities in Iran*
Appendix N	Non-Collusion Affidavit
Appendix O	Certification of Eligibility
Appendix P	Source Disclosure Form*
Appendix Q	Statement of Joint Venture for Professional Services (if applicable)
Appendix R	Acknowledgement of Receipt of Addenda
Appendix S	Notice of Intent to Propose Form
Appendix T	Certification of Contracts, Grants, Loans & Cooperative Agreements (Byrd Anti-Lobbying Certification)
Appendix U	Certification of No Tax Liability or Felony Conviction
Appendix V	Intentionally Left Blank

ATTACHMENTS

1. SUBURBAN TRAILS BUSINESS REGISTRATION CERTIFICATE
2. SUBURBAN TRAILS MOTOR CARRIER IDENTIFICATION
3. COVID-19 POLICY
4. STAFF RESUMES
    A. VINCENT FREDA, PROJECT MANAGER
    B. BENJAMIN LAYTON, OPERATIONS SUPERVISOR
    C. BRETT BURKE, VICE PRESIDENT
    D. VINCE GROVER, TREASURER AND DISTRICT CONTROLLER
    E. AL FREDA, MAINTENANCE AND PARTS MANAGER
5. COACH USA AUDITED FINANCIAL STATEMENTS
6. SAMPLE DRIVER DAY CARDS
7. SUBURBAN TRAILS DRIVER PADDLES
8. COACH USA HIRING & TRAINING PROGRAM
9. SUBURBAN TRAILS FIVE-YEAR CLIENT LIST
10. SAMPLE CERTIFICATE OF INSURANCE
11. SUBURBAN TRAILS OPERATING AUTHORITY
    A. CERTIFICATE OF CHARTER OPERATING AUTHORITY
    B. CERTIFICATE OF CONTRACT OPERATING AUTHORITY
12. SUBURBAN TRAILS DRUG & ALCOHOL PROGRAM INFORMATION
    A. COACH USA DRUG & ALCOHOL POLICY
    B. SUBURBAN TRAILS DRUG & ALCOHOL FTA MIS DATA (2020)
13. SUBURBAN TRAILS FACILITY FLOOR PLAN
14. SUBURBAN TRAILS LOST & FOUND POLICY
15. SAMPLE COACH USA SAFETY AUDIT
16. PREVENTIVE MAINTENANCE FORMS AND CHECKLIST
    A. PREVENTIVE MAINTENANCE FORMS A, B, C

B. DRIVER VEHICLE INSPECTION REPORT (DVIR)

C. HVAC

D. CLEANING

E. QUALITY AUDITS

17. COACH USA TIRE MANAGEMENT PROGRAM

18. COACH USA BATTERY MANAGEMENT PROGRAM

19. SUBURBAN TRAILS FLEET AND EQUIPMENT LIST

20. COACH USA BANK REFERENCE LETTER

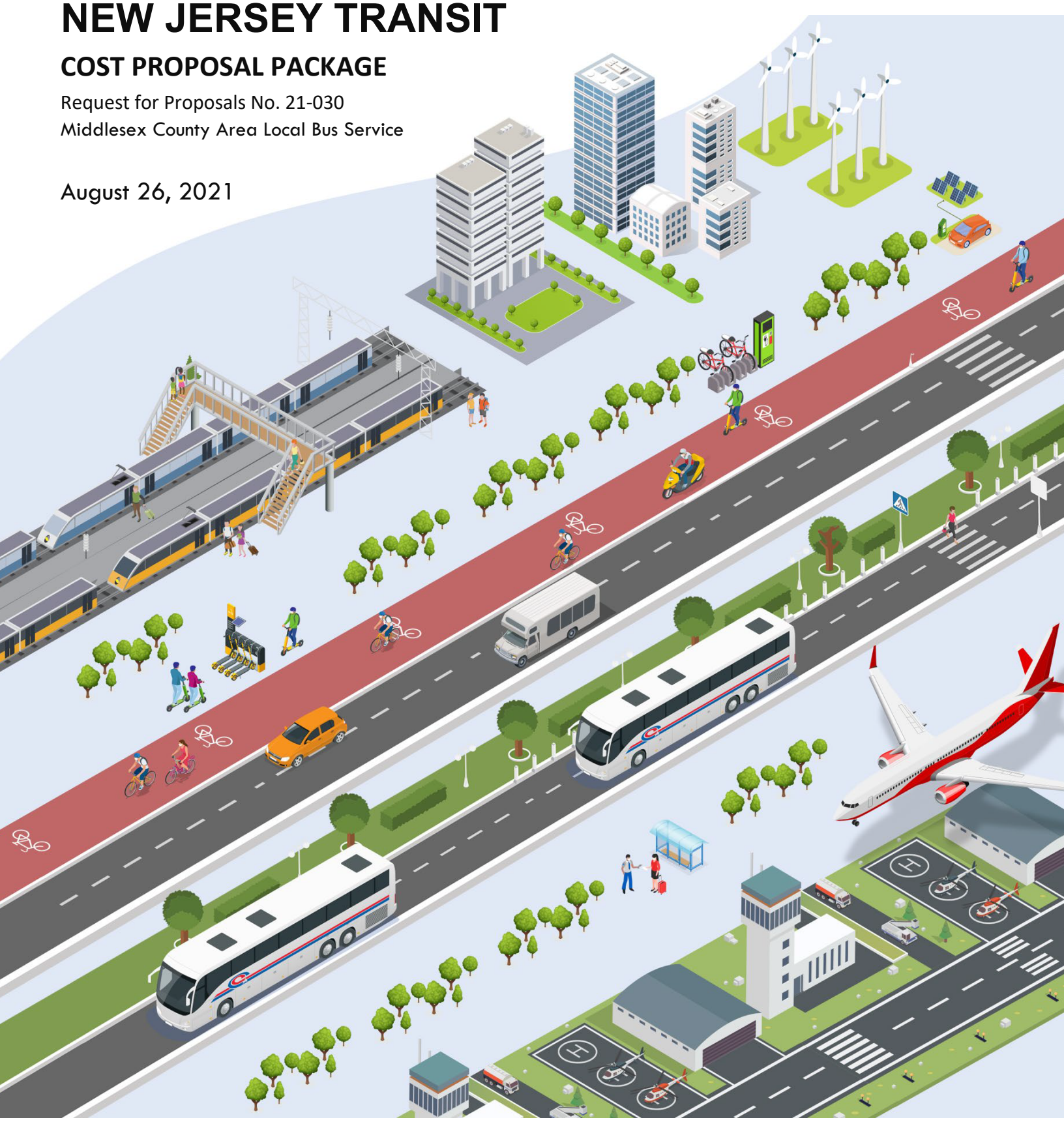
NJTRANSIT
The Way To Go.

NEW JERSEY TRANSIT

COST PROPOSAL PACKAGE

Request for Proposals No. 21-030
Middlesex County Area Local Bus Service

August 26, 2021



Coach USA

NEW JERSEY TRANSIT REQUEST FOR PROPOSAL NO. 21-030

MIDDLESEX COUNTY LOCAL BUS SERVICE

APPENDIX - C

APPENDIX C

NJ TRANSIT

MIDDLESEX COUNTY LOCAL BUS SERVICE

COST PROPOSAL PACKAGE FOR

RFP NO. 21-030

CONTRACT NAME: Middlesex County Local Service

COMPANY NAME: Suburban Trails, Inc

DATE SUBMITTED: August 26, 2021

COST PROPOSAL PACKAGE
RFP NO. 21-030
MIDDLESEX COUNTY LOCAL BUS SERVICE

Company Name: Suburban Trails, Inc

Company Address: 750 Somerset St.

New Brunswick, NJ 08901

Executive Officer: Linda Burtwistle

Contact Person: Brett Burke

Telephone Number: [redacted]

INSTRUCTIONS:

GENERAL:

All forms included, and/or requested in the Proposal package **must** be submitted by the Carrier when responding to the RFP in accordance with RFP Section E.6. The Proposal package must address completely all items requested in the RFP. These forms do not limit the size or content of the Proposal package.

A Secure File Transfer Site (SFTS) tool via Microsoft OneDrive is being utilized to provide a secure method for facilitating file transfers from outside parties. The Technical Proposals, Cost Proposals and Certifications shall be uploaded separately to the provided Microsoft OneDrive link.

COST PROPOSAL MUST BE UPLOADED IN A SEPARATE FILE FROM THE TECHNICAL PROPOSAL PACKAGE.

COMPANY NAME: Suburban Trails, Inc

RFP No. 21-030
PROPOSAL PACKAGE
PROPOSAL CERTIFICATION FORM

Service Area: Middlesex County Local Bus Service

Route Nos.: 801, 802, 803, 804, 805, 810, 811, 813, 814, 815, 817, 818, 819 and 822

OPERATING STATISTICS		May 29, 2022 June 30, 2022	July 1, 2022 June 30, 2023	July 1, 2023 June 30, 2024	July 1, 2024 May 24, 2025	Option Period #1 May 25, 2025 June 30, 2026	July 1, 2026 June 30, 2026	July 1, 2026 May 29, 2027	Option Period #2 May 30, 2027 June 30, 2027	July 1, 2027 June 30, 2028	July 1, 2028 May 26, 2029	TOTALS
PEAK VEHICLE REQUIREMENT		33.00	33.00	33.00	33.00	33.00	33.00	33.00	33.00	33.00	33.00	
PAY HOURS	(INCLUDING DEADHEAD)	11600.00	129402.00	128909.00	116252.00	12792.00	129044.00	117935.00	11158.00	129763.00	116914.00	903,769.00
COST PER HOUR	(INCLUDING DEADHEAD)	$36.85	$37.95	$39.26	$40.75	$39.10	$41.99	$43.51	$43.44	$45.06	$46.88	
CONTRACT HOURS	(PROVIDED BY NJT)	9,766.71	109,108.57	108,692.77	98,015.09	10,778.14	108,793.23	99,446.19	9,396.08	109,419.61	98,568.37	761,984.76
BID COST PER CONTRACT HOUR (ROUNDED TO 2 Decimals)		$43.76	$45.01	$46.56	$48.33	$46.41	$49.80	$51.60	$51.58	$53.44	$55.60	
TOTAL MILES	(INCLUDING DEADHEAD)	163479.18	1824071.88	1817153.30	1638806.12	180270.48	1819076.60	1662415.94	157240.98	1828973.08	1648093.13	12,739,580.69
COST PER MILE	(INCLUDING DEADHEAD)	$1.12	$1.21	$1.27	$1.35	$1.00	$1.10	$1.15	$1.14	$1.21	$1.27	
CONTRACT MILES	(PROVIDED BY NJT)	135,563.88	1,514,943.18	1,509,328.10	1,360,984.12	149,650.58	1,510,634.70	1,380,782.24	130,432.78	1,519,080.68	1,368,673.63	10,580,073.89
BID COST PER CONTRACT MILE (ROUNDED TO 2 Decimals)		$1.35	$1.45	$1.53	$1.63	$1.21	$1.32	$1.38	$1.38	$1.45	$1.53	
NUMBER OF DAYS	(PROVIDED BY NJT)	33	363	364	326	37	363	331	32	364	329	2,542
COST PER DAY		$8,020.46	$8,461.58	$8,564.65	$8,757.89	$7,005.37	$8,610.62	$8,970.92	$8,472.17	$9,162.85	$9,723.28	

TOTAL COST BID

HOURLY COSTS	(IN U.S. DOLLARS)	$ 427,391.23	$ 4,910,976.74	$ 5,060,735.37	$ 4,737,069.30	$ 500,213.48	$ 5,417,902.85	$ 5,131,423.40	$ 484,649.81	$ 5,647,383.96	$ 5,480,401.37	$ 37,998,147.51
MILEAGE COSTS	(IN U.S. DOLLARS)	$ 183,011.24	$ 2,196,667.61	$ 2,309,271.99	$ 2,218,404.12	$ 181,077.20	$ 1,994,037.80	$ 1,905,479.49	$ 179,997.24	$ 2,202,666.99	$ 2,094,070.65	$ 15,464,684.33
OTHER COSTS	(IN U.S. DOLLARS)	$ 264,675.18	$ 3,071,553.54	$ 3,117,532.60	$ 2,855,072.14	$ 259,198.69	$ 3,125,655.06	$ 2,969,374.52	$ 271,109.44	$ 3,335,277.40	$ 3,198,959.12	$ 22,468,407.69
TOTAL PROPOSED COST	(IN U.S. DOLLARS)	$ 875,077.65	$ 10,179,197.89	$ 10,487,539.96	$ 9,810,545.56	$ 940,489.37	$ 10,537,595.71	$ 10,006,277.41	$ 935,756.49	$ 11,385,328.35	$ 10,773,431.14	$ 75,931,239.53

The Carrier, by completion of this proposal package, certifies that he has reviewed the enclosed Request for Proposal and agrees the above Proposal Price is the cost to NJ TRANSIT for supplying the service as specified therein, and also certifies that he is authorized to obligate his company to provide the services as specified in the enclosed proposal documents.

Brett Burke
Type or Print Name

Signature

[redacted]
Address

General Manager
Title

8/24/21
Date

[redacted]
Phone Number

Suburban Trails, Inc
Firm

RFP No. 21-030

COMPANY NAME: Suburban Trails, Inc

STATEMENT OF PROPOSED COSTS

** amounts must be supported by detailed schedule showing the basis for the calculation.*

TYPE	Acct#	ACCOUNT DESCRIPTION	05/29/22 06/30/22	07/01/22 06/30/23	07/01/23 06/30/24	07/01/24 05/24/25	OPT. PER. #1 05/25/25 06/30/25	07/01/25 06/30/26	07/01/26 05/29/27	OPT. PER. #2 05/30/27 06/30/27	07/01/27 06/30/28	07/01/28 05/26/29	Total
		OPERATIONAL EXPENSES											
		TRANSPORTATION EXPENSES											
H	50101	OPERATORS LABOR	305,612.29	3,473,440.54	3,536,990.20	3,260,011.29	357,748.25	3,714,832.02	3,468,327.86	331,395.39	3,904,587.38	3,585,303.04	25,938,248.26
H	50102	P/T OPERATORS LABOR											0.00
H	50105	STARTER / ROADMEN SALARIES	9,292.66	111,511.92	114,857.28	108,444.41	9,858.58	121,652.09	115,048.68	10,458.97	129,272.88	122,055.14	852,652.61
H	50201	* FRINGE BENEFITS - OPERATORS	108,891.05	1,281,483.68	1,361,118.23	1,321,969.49	128,159.22	1,525,427.62	1,493,186.14	137,733.75	1,748,381.13	1,708,804.26	10,815,154.58
H	50201	* FRINGE BENEFITS - STARTER / ROADMEN	3,606.42	44,303.05	47,478.39	46,695.35	4,464.44	55,942.99	55,225.20	5,069.76	64,926.15	64,211.15	391,922.90
H	51201	LEASES & RENTALS - REVENUE VEHICLES											0.00
H	51201	LEASES & RENTALS - NON-REVENUE VEHICLES											0.00
M	50411	FUEL - REVENUE VEHICLES	78,470.01	875,554.50	915,845.26	867,256.20	95,399.14	1,010,788.10	969,924.94	91,741.15	1,120,456.62	1,060,129.16	7,085,565.08
M	50415	LUBRICANTS	4,535.85	54,659.08	58,807.90	57,279.00	6,804.81	74,159.43	73,194.56	7,477.02	93,927.76	91,409.67	522,255.08
M	50711	MOTOR FUEL TAXES	4,195.25	45,469.40	46,273.07	41,761.93	4,602.47	46,364.40	42,335.80	4,029.07	46,583.51	42,001.95	324,615.85
O	50701	VEHICLE LICENSES & REGISTRATIONS	835.58	2,506.75	2,506.75	0.00	2,506.75	2,506.75	0.00	2,506.75	2,506.75	2,506.75	18,382.83
O	50602	PUBLIC LIABILITY AND PROPERTY DAMAGE INS.	101,685.56	1,220,226.70	1,281,238.04	1,233,191.61	112,108.33	1,412,564.93	1,359,593.75	123,599.43	1,557,352.84	1,498,952.11	9,900,513.29
O	50611	INJURIES AND DAMAGES											0.00
O	51099	TOLLS AND DEPARTURE FEES											0.00
O	59999	OTHER TRANSPORTATION EXPENSES (ITEMIZE)	7,623.09	91,477.06	93,242.17	87,138.55	7,916.68	96,870.93	90,564.70	7,773.72	95,104.04	87,178.70	664,889.65
O													0.00
		TOTAL TRANSPORTATION EXPENSES	624,747.75	7,201,631.68	7,458,357.30	7,023,747.83	729,568.67	8,061,309.25	7,667,401.63	721,785.02	8,763,099.05	8,262,551.96	56,514,200.14

TYPE	Acct#	ACCOUNT DESCRIPTION	05/29/22 06/30/22	07/01/22 06/30/23	07/01/23 06/30/24	07/01/24 05/24/25	05/25/25 06/30/25	07/01/25 06/30/26	07/01/26 05/29/27	05/30/27 06/30/27	07/01/27 06/30/28	07/01/28 05/26/29	Total
		MAINTENANCE EXPENSES											
M	50108	VEHICLE MAINTENANCE & REPAIRMEN SALARIES	23,056.60	276,679.20	284,979.58	269,068.22	24,460.75	302,334.83	285,454.47	25,950.41	320,747.02	302,838.65	2,115,569.72
M	50201	* FRINGE BENEFITS - VEHICLE MAINT. & REPAIRMEN	7,826.13	93,884.62	99,912.71	97,673.01	8,880.67	113,675.21	111,337.61	10,122.91	129,913.15	127,560.19	800,786.41
M	50110	VEHICLE CLEANERS & MISC. SALARIES	6,094.67	75,330.08	77,589.98	73,257.88	6,659.81	82,315.21	77,719.28	7,065.39	87,328.21	82,452.38	575,812.88
M	50201	* FRINGE BENEFITS - VEHICLE CLEANERS & MISC.	3,203.12	38,732.55	41,521.20	40,859.46	3,719.95	47,896.38	47,247.01	4,300.64	55,515.59	54,886.44	337,882.34
M	50115	OTHER MAINTENANCE SALARIES											0.00
M	50201	* FRINGE BENEFITS - OTHER MAINT. SALARIES											0.00
M	50324	OUTSIDE MAINTENANCE SERVICES - REVENUE VEH.	5,000.00	135,850.00	137,700.00	132,700.00	5,000.00	60,000.00	55,000.00	5,000.00	60,000.00	55,000.00	651,250.00
M	50421	PARTS - REVENUE VEHICLES	39,235.00	481,554.98	527,701.32	523,500.23	12,618.93	127,335.36	128,006.03	12,107.56	154,914.02	153,552.84	2,160,526.26
M	50431	SERVICE VEHICLE EXPENSES	2,475.00	28,041.75	28,962.57	26,717.18	3,032.32	30,641.98	28,778.98	2,865.73	33,575.56	30,347.14	215,438.19
M	50423	TIRES AND TUBES	6,143.40	68,992.98	69,091.76	60,933.82	6,570.15	69,311.65	63,369.84	6,089.35	72,663.40	67,045.74	490,212.08
M	59999	OTHER MAINTENANCE EXPENSES (PLEASE ITEMIZE)	2,410.80	27,706.22	28,429.17	26,408.12	2,904.92	30,192.43	28,419.99	2,688.13	32,205.41	29,891.00	211,256.19
M													0.00
		TOTAL MAINTENANCE EXPENSES	95,444.72	1,226,772.58	1,295,888.28	1,251,117.93	73,847.50	863,703.05	825,333.20	76,190.10	946,862.35	903,574.39	7,558,734.08

TYP	Acct#		ACCOUNT DESCRIPTION	05/29/22 06/30/22	07/01/22 06/30/23	07/01/23 06/30/24	07/01/24 05/24/25	05/25/25 06/30/25	07/01/25 06/30/26	07/01/26 05/29/27	05/30/27 06/30/27	07/01/27 06/30/28	07/01/28 05/26/29	Total
			FACILITY GARAGE EXPENSES											
O	50115		GARAGE MANAGEMENT SALARIES	18,951.86	204,213.54	193,777.74	158,066.17	13,039.13	161,163.63	152,165.33	13,833.21	170,978.50	161,432.20	1,247,621.30
O	50201		* FRINGE BENEFITS - GARAGE MGMT SALARIES	6,895.77	74,718.80	73,710.77	62,319.97	5,061.18	66,493.44	65,411.37	6,161.29	76,725.98	75,633.37	513,131.94
O	50111		FACILITY MAINTENANCE SALARIES											0.00
O	50201		* FRINGE BENEFITS - FACILITY MAINT. SALARIES											0.00
O	50432		SHOP AND GARAGE EXPENSES	10,330.28	115,263.44	114,826.26	103,556.46	10,629.34	107,258.72	98,021.50	9,271.44	100,111.36	90,210.64	759,479.45
O	51299		LEASES & RENTALS - GARAGE	4,673.97	48,896.92	49,551.45	39,242.28	2,967.39	35,608.73	32,641.34	2,720.11	32,641.34	29,921.23	278,864.76
O	50706		REAL ESTATE TAXES	2,787.70	29,601.04	27,679.31	22,249.44	1,682.44	20,492.15	19,066.23	1,588.85	19,352.23	18,005.63	162,505.02
O	50603		FACILITY INSURANCE											0.00
O	50571		FACILITY UTILITIES	5,812.45	62,631.34	59,430.73	48,478.16	3,999.04	49,428.14	46,668.40	4,242.58	52,438.31	49,510.50	382,639.65
O	50499		MISC. FACILITY EXPENSES (PLEASE ITEMIZE)	9,366.56	100,928.31	95,770.63	78,120.93	6,444.32	79,651.79	75,204.56	6,836.78	84,502.58	79,784.52	616,610.98
O														0.00
			TOTAL FACILITY EXPENSES	58,818.56	636,253.40	614,746.89	512,033.41	43,822.84	520,096.60	489,178.73	44,654.27	536,750.29	504,498.09	3,960,853.10

TYPE	Acct#	ACCOUNT DESCRIPTION	05/29/22 06/30/22	07/01/22 06/30/23	07/01/23 06/30/24	07/01/24 05/24/25	05/25/25 06/30/25	07/01/25 06/30/26	07/01/26 05/29/27	05/30/27 06/30/27	07/01/27 06/30/28	07/01/28 05/26/29	Total
		ADMINISTRATIVE AND GENERAL											
O	50171	ADMINISTRATIVE SALARIES	18,707.13	201,576.49	191,275.46	156,025.04	12,870.75	159,082.50	150,200.39	12,516.70	154,706.41	173,633.74	1,230,794.61
O	50201	* FRINGE BENEFITS - ADMINISTRATIVE SALARIES	5,252.48	58,205.42	56,893.16	47,891.46	3,835.38	47,457.58	46,298.10	3,905.37	49,870.79	52,997.91	372,607.66
O	50005	OTHER MISC. TAXES											0.00
O	50452	OFFICE SUPPLIES	421.67	5,110.60	5,161.71	4,778.88	398.24	4,826.67	4,468.69	372.39	4,513.38	4,178.64	34,230.85
O	50301	LEGAL EXPENSES	916.67	11,000.00	11,550.00	10,587.50	962.50	12,127.50	11,116.88	1,010.63	12,733.88	11,672.72	83,678.26
O	50303	ACCOUNTING & AUDITING EXPENSES											0.00
O	50339	ADVERTISING EXPENSES											0.00
O	50506	COMMUNICATION EXPENSES	1,206.04	14,617.20	14,763.38	13,668.43	1,242.58	15,060.12	13,943.16	1,267.56	15,362.83	14,223.42	105,354.72
O	50306	MANAGEMENT FEES - PAID TO OTHERS											0.00
O	50671	OTHER INSURANCE (PLEASE ITEMIZE)											0.00
O	50330	OTHER MISC. ADMIN. EXPENSES (PLEASE ITEMIZE)	20,773.53	250,575.16	251,880.92	232,099.75	21,099.98	254,531.72	234,553.95	21,323.09	257,235.81	235,799.49	1,779,873.39
O													0.00
		TOTAL ADMIN. & GENERAL EXPENSES	47,277.50	541,084.88	531,524.62	465,051.05	40,409.43	493,086.09	460,581.18	40,395.73	494,423.09	492,705.92	3,606,539.50
O	99999	PROFIT	46,434.76	580,005.24	594,274.74	557,656.08	52,434.72	600,529.38	569,455.68	52,179.54	649,140.12	613,117.68	4,317,227.94
		TOTAL PROPOSED EXPENSES	874,723.32	10,185,747.78	10,494,791.82	9,809,606.30	940,083.16	10,538,724.37	10,011,950.41	935,204.66	11,390,274.90	10,776,448.04	75,957,554.76

SUMMARY OF PROPOSED COSTS

HOURLY COSTS	427,402.41	4,910,739.19	5,060,444.10	4,737,120.54	500,230.49	5,418,054.71	5,131,787.87	484,657.88	5,847,167.54	5,480,373.62	37,997,978.35
MILEAGE COSTS	182,645.83	2,203,454.55	2,316,814.51	2,217,415.05	180,653.92	1,995,014.98	1,910,788.50	179,437.34	2,207,830.23	2,097,115.18	15,491,170.10
OTHER COSTS	264,675.08	3,071,554.03	3,117,533.21	2,855,070.71	259,198.75	3,125,654.68	2,969,374.03	271,109.45	3,335,277.13	3,198,959.25	22,468,406.31
TOTAL PROPOSED EXPENSES	874,723.32	10,185,747.78	10,494,791.82	9,809,606.30	940,083.16	10,538,724.37	10,011,950.41	935,204.66	11,390,274.90	10,776,448.04	75,957,554.76

RFP No. 21-030 COMPANY NAME: Suburban Trails, Inc

FUEL EXPENSE FOR REVENUE VEHICLES

	PROJECTED # OF MILES PER GALLON	PROJECTED COST PER GALLON	PROJECTED TOTAL # OF GALLONS	PROJECTED TOTAL FUEL EXPENSE
May 29, 2022 through June 30, 2022	5.00	$2.40	32,695.84	$78,470.01
July 1, 2022 through June 30, 2023	5.00	$2.40	364,814.38	$875,554.50
July 1, 2023 through June 30, 2024	5.00	$2.52	363,430.86	$915,845.26
July 1, 2024 through May 24, 2025	5.00	$2.65	327,761.22	$867,256.20

Option Period # 1

May 25, 2025 through June 30, 2025	5.00	$2.65	36,054.10	$95,399.14
July 1, 2025 through June 30, 2026	5.00	$2.78	363,815.32	$1,010,788.10
July 1, 2026 through May 29, 2027	5.00	$2.92	332,483.15	$969,924.94

Option Period # 2

May 30, 2027 through June 30, 2027	5.00	$2.92	31,448.20	$91,741.15
July 1, 2027 through June 30, 2028	5.00	$3.06	365,794.62	$1,120,456.62
July 1, 2028 through May 26, 2029	5.00	$3.22	329,618.63	$1,060,129.16

RFP No. 21-030	COMPANY NAME: Suburban Trails, Inc			
INSURANCE EXPENSE	A QUOTE FROM AN INSURANCE AGENT MUST BE INCLUDEE AS AN ATTACHMENT TO THIS COMPLETED FORM			
TYPE OF COVERAGE	INSURANCE CARRIER	PREMIUM	PERIOD COVERED	ANNUAL COST
TRANSPORTATION EXPENSES				
General Liability	Greenwich Insurance Co.	$32,979.00 per bus	8/1/21 thru 8/1/22	1220227.00
Automobile Liability	Greenwich Insurance Co.	Included in General Liability	8/1/21 thru 8/1/22	
FACILITY GARAGE EXPENSES				
Property & Injury	Greenwich Insurance Co	Inclusive in Gen Liability	08/01/2021 thru 08/01/2022	Inclusive in Gen Liability
Property Damage	Greenwich Insurance Co	Inclusive in Gen Liability	08/01/2021 thru 08/01/2022	Inclusive in Gen Liability
ADMINISTRATIVE AND GENERAL EXPENSES				
Workman's Compensation	XL Insurance America, Inc	Rate 4.25%		182831.00
TOTAL	Cert of Insurance Provided			1403058.00

COMPANY NAME: Suburban Trails, Inc

PROPOSED PERSONNEL

JOB TITLE	NUMBER EMPLOYEES	UNION Y/N UNION NAME LOCAL NUMBER	NUMBER OF HOURS PER WEEK	OVERTIME ELIGIBLE Y/N	PROPOSED WAGES $$ 05/29/22 06/30/22	PROPOSED WAGES $$ 07/01/22 06/30/23	PROPOSED WAGES $$ 07/01/23 06/30/24	PROPOSED WAGES $$ 07/01/24 05/24/25	*Option Period #1* PROPOSED WAGES $$ 05/25/25 06/30/25	PROPOSED WAGES $$ 07/01/25 06/30/26	PROPOSED WAGES $$ 07/01/26 05/29/27	*Option Period #2* PROPOSED WAGES $$ 05/30/27 06/30/27	PROPOSED WAGES $$ 07/01/27 06/30/28	PROPOSED WAGES $$ 07/01/28 05/26/29
TRANSPORTATION PERSONNEL														
Drivers	68.00	Y	2484.00	Y	305612.29	3473440.54	3536990.20	3260011.29	357748.25	3714832.02	3468327.86	331395.39	3904587.38	3585303.04
Road Supervision	2.00	N	40.00	N	9292.66	111511.92	114857.28	108444.41	9858.58	121852.09	115048.68	10458.97	129272.88	122055.14
Dispatchers	6.00	N	40.00	N	9990.48	107651.26	102150.03	83324.66	6873.58	84957.49	80214.03	7292.18	90131.40	85099.06
TOTAL	8.00				324895.43	3692603.73	3753997.51	3451780.36	374480.41	3921641.59	3663590.57	349146.55	4123991.66	3792457.25
MAINTENANCE PERSONNEL														
Maintenance Supervision & Parts Procuring	4.00	N	40.00	N	8961.38	96562.27	91627.71	74741.51	6165.55	76206.15	71951.30	6541.03	80847.10	76333.14
Mechanics	4.00	Y	40.00	N	23056.60	276679.20	284979.58	269068.22	24460.75	302334.83	285454.47	25950.41	320747.02	302838.65
Cleaners	2.00	Y	40.00	Y	6094.67	75330.08	77589.98	73257.88	6659.81	82315.21	77719.28	7065.39	87328.21	82452.38

RFP 21-030 - Middlesex County Local Bus Service submitted NJT 08-xx-21 per BB 08-24-21 FINAL

COMPANY NAME: Suburban Trails, Inc

PROPOSED PERSONNEL

JOB TITLE	NUMBER EMPLOYEES	UNION Y/N UNION NAME LOCAL NUMBER	NUMBER OF HOURS PER WEEK	OVERTIME ELIGIBLE Y/N	PROPOSED WAGES $$ 05/29/22 06/30/22	PROPOSED WAGES $$ 07/01/22 06/30/23	PROPOSED WAGES $$ 07/01/23 06/30/24	PROPOSED WAGES $$ 07/01/24 05/24/25	*Option Period #1* PROPOSED WAGES $$ 05/25/25 06/30/25	PROPOSED WAGES $$ 07/01/25 06/30/26	PROPOSED WAGES $$ 07/01/26 05/29/27	*Option Period #2* PROPOSED WAGES $$ 05/30/27 06/30/27	PROPOSED WAGES $$ 07/01/27 06/30/28	PROPOSED WAGES $$ 07/01/28 05/26/29
TOTAL	10.00				38112.64	448571.55	454197.27	417067.60	37286.10	460856.19	435125.05	39556.82	488922.33	461624.17
FACILITY GARAGE PERSONNEL														
Head Count Included in Maint														
TOTAL	0.00				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ADMINISTRATIVE PERSONNEL														
Office Personnel	8.00	N	40.00	Y	18707.13	201576.49	191275.46	156025.04	12870.75	159082.50	150200.39	12516.70	154706.41	173833.74

RFP 21-030 - Middlesex County Local Bus Service submitted NJT 08-xx-21 per BB 08-24-21 FINAL

COMPANY NAME: Suburban Trails, Inc

PROPOSED PERSONNEL

JOB TITLE	NUMBER EMPLOYEES	UNION Y/N UNION NAME LOCAL NUMBER	NUMBER OF HOURS PER WEEK	OVERTIME ELIGIBLE Y/N	PROPOSED WAGES $$ 05/29/22 06/30/22	PROPOSED WAGES $$ 07/01/22 06/30/23	PROPOSED WAGES $$ 07/01/23 06/30/24	PROPOSED WAGES $$ 07/01/24 05/24/25	*Option Period #1* PROPOSED WAGES $$ 05/25/25 06/30/25	PROPOSED WAGES $$ 07/01/25 06/30/26	PROPOSED WAGES $$ 07/01/26 05/29/27	*Option Period #2* PROPOSED WAGES $$ 05/30/27 06/30/27	PROPOSED WAGES $$ 07/01/27 06/30/28	PROPOSED WAGES $$ 07/01/28 05/26/29
TOTAL	8.00				18707.13	201576.49	191275.46	156025.04	12870.75	159082.50	150200.39	12516.70	154706.41	173833.74
TOTAL NUMBER OF EMPLOYEES	26.00				381715.20	4342751.77	4399470.24	4024873.01	424637.26	4541580.28	4246916.01	401220.07	4767620.39	4427915.16

RFP 21-030 - Middlesex County Local Bus Service submitted NJT 08-xx-21 per BB 08-24-21 FINAL

RFP No. 21-030 COMPANY NAME: Suburban Trails, Inc

UNION INFORMATION:

									Option Period 1			Option Period 2		
NAME AND LOCAL NUMBER	DATES OF CURRENT CONTRACT	TYPE OF EMPLOYEES COVERED	NUMBER OF EMPLOYEES BY TYPE	DATES OF INCREASES WITHIN CONTRACT PERIOD	WAGES 05/29/22 06/30/22	WAGES 07/01/22 06/30/23	WAGES 07/01/23 06/30/24	WAGES 07/01/24 05/24/25	WAGES 05/25/25 06/30/25	WAGES 07/01/25 06/30/26	WAGES 07/01/26 05/29/27	WAGES 05/30/27 06/30/27	WAGES 07/01/27 06/30/28	WAGES 07/01/28 05/26/29
UTU	10/101/2018 th	Drivers	All (67)	05/01/2022	22.70	23.28	23.87	24.48	24.48	25.10	25.73	25.73	26.38	26.27
				Increases 3% each Jan										

Suburban Trails Inc
RFP 21-030

50201 Operators Drivers Fringe Benefits

	05/29/22 06/30/22	07/01/22 06/30/23	07/01/23 06/30/24	07/01/24 05/24/25	05/25/25 06/30/25	07/01/25 06/30/26	07/01/26 05/29/27	05/30/27 06/30/27	07/01/27 06/30/28	07/01/28 05/26/29	Totals
Medical Insurance	59,477	713,728	785,101	791,643	71,968	949,972	957,888	87,081	1,149,466	1,159,045	6,725,367
Uniforms	1,133	13,600	13,600	12,467	1,133	13,600	12,467	1,133	13,600	12,467	95,200
Workmen's Compensation	12,989	147,621	150,322	138,550	15,204	134,198	125,293	11,972	141,053	129,519	1,006,722
Pension	8,345	100,143	100,143	91,798	8,345	100,143	91,798	8,345	100,143	91,798	701,003
FICA	23,379	265,718	270,580	249,391	27,368	284,185	265,327	25,352	298,701	274,276	1,984,276
SUTA	3,363	38,225	38,925	35,876	3,937	40,882	38,169	3,647	42,970	39,456	285,450
FUTA	204	2,448	2,448	2,244	204	2,448	2,244	204	2,448	2,244	17,136
Total Fringes	**108,891**	**1,281,484**	**1,361,118**	**1,321,969**	**128,159**	**1,525,428**	**1,493,186**	**137,734**	**1,748,381**	**1,708,804**	**10,815,155**

Suburban Trails Inc
RFP 21-030

50105 Starter Roadmen Fringe Benefits

	05/29/22 06/30/22	07/01/22 06/30/23	07/01/23 06/30/24	07/01/24 05/24/25	05/25/25 06/30/25	07/01/25 06/30/26	07/01/26 05/29/27	05/30/27 06/30/27	07/01/27 06/30/28	07/01/28 05/26/29	Totals
Medical Insurance	2,071	26,406	29,046	29,289	2,836	37,429	37,741	3,431	45,289	45,666	259,202
Uniforms	-	-	-	-	-	-	-	-	-	-	-
Workmen's Compensation	395	4,739	4,881	4,609	419	4,143	3,912	356	4,395	4,150	31,999
Pension	279	3,345	3,446	3,253	296	3,656	3,451	314	3,878	3,662	25,580
FICA	711	8,531	8,787	8,296	754	9,322	8,801	800	9,889	9,337	65,228
SUTA	144	1,210	1,246	1,177	153	1,322	1,248	162	1,403	1,324	9,389
FUTA	7	72	72	72	7	72	72	7	72	72	526
Total Fringes	**3,606**	**44,303**	**47,478**	**46,695**	**4,464**	**55,943**	**55,225**	**5,070**	**64,926**	**64,211**	**391,923**

Suburban Trails Inc
RFP 21-030

50108 Vehicle Maintenance and Repairs Fringe Benefits

	05/29/22 06/30/22	07/01/22 06/30/23	07/01/23 06/30/24	07/01/24 05/24/25	05/25/25 06/30/25	07/01/25 06/30/26	07/01/26 05/29/27	05/30/27 06/30/27	07/01/27 06/30/28	07/01/28 05/26/29	Totals
Medical Insurance	4,141	49,694	54,663	55,119	5,011	66,142	66,694	6,063	80,032	80,699	468,259
Tool Allowance	117	1,400	1,400	1,348	123	1,470	1,348	123	1,470	1,348	10,144
Workmen's Compensation	980	11,759	12,112	11,435	1,040	12,849	12,132	1,103	13,632	12,871	89,912
Pension	614	7,363	7,363	6,750	614	7,363	6,750	614	7,363	6,750	51,544
FICA	1,764	21,166	21,801	20,584	1,871	23,129	21,837	1,985	24,537	23,167	161,841
SUTA	197	2,359	2,429	2,294	209	2,577	2,433	221	2,734	2,582	18,035
FUTA	14	144	144	144	14	144	144	14	144	144	1,051
Total Fringes	**7,826**	**93,885**	**99,913**	**97,673**	**8,881**	**113,675**	**111,338**	**10,123**	**129,913**	**127,560**	**800,786**

Suburban Trails Inc
RFP 21-030

50201 Vehicle Cleaners and Misc Fringe Benefits

	05/29/22 06/30/22	07/01/22 06/30/23	07/01/23 06/30/24	07/01/24 05/24/25	05/25/25 06/30/25	07/01/25 06/30/26	07/01/26 05/29/27	05/30/27 06/30/27	07/01/27 06/30/28	07/01/28 05/26/29	Totals
Medical Insurance	2,071	24,847	27,332	27,559	2,505	33,071	33,347	3,032	40,016	40,350	234,129
Uniforms											-
Workmen's Compensation	259	3,202	3,298	3,113	283	3,498	3,303	300	3,711	3,504	24,472
Pension	307	3,682	3,682	3,375	307	3,682	3,375	307	3,682	3,375	25,772
FICA	466	5,763	5,936	5,604	509	6,297	5,946	541	6,681	6,308	44,050
SUTA	94	1,168	1,203	1,135	103	1,276	1,205	110	1,354	1,278	8,925
FUTA	6	72	72	72	12	72	72	12	72	72	534
Total Fringes	**3,203**	**38,733**	**41,521**	**40,859**	**3,720**	**47,896**	**47,247**	**4,301**	**55,516**	**54,886**	**337,882**

Suburban Trails Inc
RFP 21-030

50201 Garage Management Fringe Benefits

	05/29/22 06/30/22	07/01/22 06/30/23	07/01/23 06/30/24	07/01/24 05/24/25	05/25/25 06/30/25	07/01/25 06/30/26	07/01/26 05/29/27	05/30/27 06/30/27	07/01/27 06/30/28	07/01/28 05/26/29	Totals
Medical Insurance	4,138	43,293	43,872	38,219	3,153	41,616	41,963	3,815	50,356	50,776	321,201
Uniforms	-	-	-	-	-	-	-	-	-	-	-
Workmen's Compensation	644	6,943	6,588	5,374	443	5,480	5,174	470	5,813	5,489	42,419
Pension	569	6,126	5,813	4,742	391	4,835	4,565	415	5,129	4,843	37,429
FICA	1,450	15,622	14,824	12,092	997	12,329	11,641	1,058	13,080	12,350	95,443
SUTA	59	2,374	2,253	1,593	40	1,874	1,769	43	1,988	1,877	13,868
FUTA	36	360	360	300	36	360	300	360	360	300	2,772
Total Fringes	**6,896**	**74,719**	**73,711**	**62,320**	**5,061**	**66,493**	**65,411**	**6,161**	**76,726**	**75,633**	**513,132**

Suburban Trails Inc
RFP 21-030

50201 Administrative Fringe Benefits

	05/29/22 06/30/22	07/01/22 06/30/23	07/01/23 06/30/24	07/01/24 05/24/25	05/25/25 06/30/25	07/01/25 06/30/26	07/01/26 05/29/27	05/30/27 06/30/27	07/01/27 06/30/28	07/01/28 05/26/29	Totals
Medical Insurance	2,222	25,575	25,918	22,578	1,743	23,005	23,197	1,976	26,084	26,301	178,600
Uniforms	-	-	-	-	-	-	-	-	-	-	-
Workmen's Compensation	795	8,567	8,129	6,631	547	5,409	5,107	426	5,260	5,910	46,781
Pension	561	6,047	5,738	4,681	386	4,772	4,506	376	4,641	5,215	36,924
FICA	1,431	15,421	14,633	11,936	985	12,170	11,490	958	11,835	13,298	94,156
SUTA	217	2,343	2,224	1,814	150	1,849	1,746	146	1,798	2,021	14,308
FUTA	25	252	252	252	25	252	252	25	252	252	1,840
Total Fringes	**5,252**	**58,205**	**56,893**	**47,891**	**3,835**	**47,458**	**46,298**	**3,905**	**49,871**	**52,998**	**372,608**

Suburban Trails Inc
RFP 21-030

59999 Other Operational; Transportation Expense

	05/29/22 06/30/22	07/01/22 06/30/23	07/01/23 06/30/24	07/01/24 05/24/25	05/25/25 06/30/25	07/01/25 06/30/26	07/01/26 05/29/27	05/30/27 06/30/27	07/01/27 06/30/28	07/01/28 05/26/29	Totals
Drug Testing	57	680	700	661	55	681	643	54	662	607	4,801
Safety Training/Greenroads	2,238	26,855	27,661	26,116	2,374	29,345	27,707	2,309	28,538	26,160	199,303
Saucon Camera Maintenance	2,609	31,302	32,241	30,441	2,767	34,205	32,295	2,691	33,264	30,492	232,306
Recruiting	2,720	32,640	32,640	29,920	2,720	32,640	29,920	2,720	32,640	29,920	228,480
Other Operational Transportation Exp	**7,623**	**91,477**	**93,242**	**87,139**	**7,917**	**96,871**	**90,565**	**7,774**	**95,104**	**87,179**	**664,890**

Suburban Trails Inc
RFP 21-030

59999 Other Operational Maintenance Expense

	05/29/22 06/30/22	07/01/22 06/30/23	07/01/23 06/30/24	07/01/24 05/24/25	05/25/25 06/30/25	07/01/25 06/30/26	07/01/26 05/29/27	05/30/27 06/30/27	07/01/27 06/30/28	07/01/28 05/26/29	Totals
Towing	2,411	27,706	28,429	26,408	2,905	30,192	28,420	2,688	32,205	29,891	211,256

Suburban Trails Inc
RFP 21-030

50499 Facility Maintenance

	05/29/22 06/30/22	07/01/22 06/30/23	07/01/23 06/30/24	07/01/24 05/24/25	05/25/25 06/30/25	07/01/25 06/30/26	07/01/26 05/29/27	05/30/27 06/30/27	07/01/27 06/30/28	07/01/28 05/26/29	Totals
Facility Repairs and Maintenance	9,367	100,928	95,771	78,121	6,444	79,652	75,205	6,837	84,503	79,785	616,611

Suburban Trails Inc
RFP 21-030

50330 Other Miscellaneous Administrative Expenses

	05/29/22 06/30/22	07/01/22 06/30/23	07/01/23 06/30/24	07/01/24 05/24/25	05/25/25 06/30/25	07/01/25 06/30/26	07/01/26 05/29/27	05/30/27 06/30/27	07/01/27 06/30/28	07/01/28 05/26/29	Totals
ADP	825	9,999	10,099	9,350	850	10,302	9,538	867	10,509	9,633	71,972
Equipment Leases	770	9,332	9,426	8,727	793	9,615	8,902	809	9,808	8,991	67,174
Management Charges	9,179	111,244	112,356	104,023	9,457	114,615	106,114	9,647	116,918	107,175	800,727
Penalties	10,000	120,000	120,000	110,000	10,000	120,000	110,000	10,000	120,000	110,000	840,000
Total Other Miscellaneous Admin Exp	**20,774**	**250,575**	**251,881**	**232,100**	**21,100**	**254,532**	**234,554**	**21,323**	**257,236**	**235,799**	**1,779,873**

NEW JERSEY TRANSIT REQUEST FOR PROPOSAL NO. 21-030

MIDDLESEX COUNTY LOCAL BUS SERVICE

APPENDIX - H

Philip D. Murphy, Governor
Sheila Y. Oliver, Lieutenant Governor
Diane Gutierrez-Scaccetti, Commissioner
Kevin S. Corbett, Executive Director

NJTRANSIT
One Penn Plaza East
Newark, NJ 07105-2246
973-491-7000

NJ TRANSIT'S DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM POLICY STATEMENT

TO ALL NJ TRANSIT EMPLOYEES AND THE CONTRACTING COMMUNITY:

The NEW JERSEY TRANSIT CORPORATION (NJ TRANSIT) administers its Disadvantaged Business Enterprise (DBE) program in accordance with the U.S. Department of Transportation (USDOT) regulation 49 CFR Part 26, and hereby reaffirms and formalizes its commitment to the DBE Program and its objective: to create a "level playing field" in NJ TRANSIT's procurement activities.

As a major provider of public transportation with thousands of employees who have extensive daily contact with the public, NJ TRANSIT recognizes its responsibility to the diverse communities that it serves. It is the policy and commitment of NJ TRANSIT not to discriminate based on race, color, national origin, or sex in the award and performance of any NJ TRANSIT contract, or in the administration of its DBE program. It is also the policy of NJ TRANSIT to ensure that DBE's have a fair opportunity to be informed about, compete for, and participate in USDOT-assisted contracts.

In keeping with this commitment and this agency's obligations under 49 CFR Part 26, NJ TRANSIT will make every effort to achieve the following objectives:

- Ensure that only firms that fully meet eligibility standards of 49 CFR Part 26 are permitted to participate as DBE's on NJ TRANSIT contracts.
- Remove barriers that may prevent some DBE's from being able to participate on NJ TRANSIT contracts; and,
- Support the development of DBE firms, so they can compete successfully in the marketplace outside of the DBE Program.

Implementation of the DBE Program is accorded the same priority as compliance with all other legal obligations required by the USDOT. Contractors/Consultants shall comply with the DBE Program requirements in the award and administration of NJ TRANSIT contracts. Failure by the contractor/consultant to carry out these requirements shall constitute a breach of the contract, which could result in the termination of the contract or other such remedy, as NJ TRANSIT deems appropriate.

Leotis Sanders, NJ TRANSIT's Chief Civil Rights & Diversity Officer, is the corporation's DBE Liaison Officer (DBELO) to the Federal Transit Administration (FTA), and is responsible for implementing all aspects of NJ TRANSIT's DBE program while ensuring appropriate DBE participation in NJ TRANSIT's procurement activities.

NJ TRANSIT's Board of Directors is committed to the DBE Program as are all Assistant Executive Directors, General Managers, Chiefs, and their staffs. NJ TRANSIT's employees and all DBE and non-DBE business community members that participate in USDOT-assisted contracts, share in the responsibility for making NJ TRANSIT's DBE program a success. This policy is disseminated to all tiers of our organization, and to the DBE and non-DBE business communities that participate in our USDOT-assisted contracts.

Date: August 7, 2018

Kevin S. Corbett
Executive Director

NJT Contract #: 21-030

NEW JERSEY TRANSIT CORPORATION

DBE REQUIREMENTS FOR

FEDERAL PROCUREMENT ACTIVITIES

Race Conscious

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NEW JERSEY TRANSIT CORPORATION

DBE REQUIREMENTS FOR

FEDERAL PROCUREMENT ACTIVITIES

The following pages provide Bidders/Proposers/Primes on federal contracts with New Jersey Transit (NJT), information about NJT's Disadvantaged Business Enterprise (DBE) Program, administered by the Office of Business Development (OBD). Prospective Bidders/Proposers/Primes will have an opportunity to ask questions regarding the directives contained in the DBE specifications at the pre-bid/pre-proposal conference(s). Further clarification of the DBE specifications, along with assistance in completing the forms, can be obtained by calling (973) 491-7593.

A list of certified DBE firms may be found in the NJ Unified Certification Program (NJUCP) Directory at https://njucp.dbesystem.com. **Note: Use of this list does not relieve the Bidder/Proposer/Prime contractor/consultant of responsibility to seek DBE participation from other sources. The list is updated daily and must be checked periodically, as firms are certified and decertified daily.**

These DBE specifications are a part of the Contract and shall be binding upon the successful Bidder/Proposer and Prime in the pre and post-award stages of NJT professional services, construction, and goods and services contracts. These specifications shall be binding upon sub-recipients and imposed on their contractors.

1.1 POLICY

As defined in the U.S. Department of Transportation (USDOT) Regulation 49 CFR Part 26, it is the policy of NJT that Disadvantaged Business Enterprises shall have the opportunity to compete for and participate in the performance of contracts financed in whole or in part with federal funds. Each subcontract a Prime signs with a subcontractor/subconsultant must include the following assurance referenced in **article 1.2.**

1.2 ASSURANCE

1.2.1 The Bidder/Proposer, Prime Contractor/Consultant, or subcontractor/subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the award or performance of this contract. The Prime contractor/consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. The Bidder/Proposer, Prime Contractor/Consultant, or subcontractor/subconsultant shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT assisted contracts. Failure by the contractor/consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate

(49 CFR 26.13).

1.2.2 **This language is included to comply with relevant Federal law and to ensure that all persons who enter into any direct or indirect form of contractual agreement with NJT are aware of their responsibilities and the commitment of NJT to see that NJT's DBE Policy is carried out in all instances.**

1.3 DBE GOAL FOR THIS PROJECT

As an aid in meeting the commitment of its DBE Program, NJT is setting a *race conscious* goal of awarding ___3___ percent of the gross sum bid/proposal to certified NJUCP DBE firms. Should the actual contract amount increase or decrease, through approved change order(s), the assigned goal may remain. The OBD will determine if the change orders and/or contract phases will result in an adjustment to the DBE participation goal.

1.4 GUIDANCE TO BIDDER/PROPOSERS/PRIMES

1.4.1 Failure by a Bidder/Proposer/Prime to comply with any of the requirements contained herein shall result in breach of contract and it shall be subject to the appropriate penalties, remedies, or liquidated damage(s). **Refer to articles 5.6-5.7**

1.4.2 All required forms, including the supplemental section **(see articles 2.3-2.4)** must be submitted in accordance with the requirements. **Firms must be certified under the NJUCP at the time of contract award in order to obtain DBE credit toward the goal.** Firms pending certification will not count toward meeting the contract goal.

1.4.3 Price alone is not an acceptable basis for rejecting a DBE subcontractor/subconsultant's bid.

1.4.4 The Bidder/Proposer/Prime shall, at a minimum, seek DBEs in the same geographic area in which it generally seeks subcontractors/subconsultants. However, the Bidder/Proposer/Prime may be required to expand its search under specific circumstances as determined by OBD. **Refer to article 2.0**

1.4.5 Agreements between a Bidder/Proposer/Prime and a DBE in which the DBE promises not to provide subcontracting quotations to other Bidder/Proposers are prohibited.

1.4.6 The desire of a Bidder/Proposer/Prime to self-perform the work of a contract with its own organization is not an acceptable basis to not meet the goal or demonstrate a good faith effort to do so.

1.4.7 The Bidder/Proposer/Prime is responsible for verifying that the DBE is certified under the appropriate NAICS code for the scope of work identified. DBE credit shall be given only for work performed in the NAICS code(s) under which the DBE is certified.

1.4.8 A DBE firm listed on the First-Tier DBE Utilization Form (Form A) and Second-Tier DBE Utilization (Form AA) shall constitute a binding representation to NJT, by the Bidder/Proposer/Prime, that the DBE firm is qualified, available, and certified under the appropriate and required NAICS code to perform the scope of work identified. **Refer to article 2.5a**

1.5 TRANSIT VEHICLE MANUFACTURERS (TVM)

1.5.1 As a transit vehicle manufacturer, you must establish and submit for FTA's approval an annual overall DBE percentage goal. A TVM must certify that it submitted the annual DBE goal required by 49 CFR 26.49 and FTA has approved it or not disapproved it.

(a) As a condition of being authorized to bid or propose on FTA assisted transit vehicle procurements, the Bidder/Proposer must complete and submit the TVM Certification form with the bid/proposal certifying that it has complied with the requirements of 49 CFR 26.49.

1.5.2 NJT may, with FTA approval, establish project-specific goals for DBE participation in the procurement of transit vehicles in lieu of complying with the procedures of this section.

1.6 RESPONSIBLE BID/PROPOSAL CRITERIA

1.6.1 As a matter of responsibility, the two lowest Bidders or two highest ranked Proposers must submit the required forms, including the supplemental section (if applicable), with the bid/proposal or within five (5) calendar days after the bid opening or proposal/cost due date. Notwithstanding the date of submission of the mandatory DBE forms, **all negotiations between a Bidder and any potential DBE subcontractor, subconsultant, or supplier shall be completed prior to the bid opening or proposal/cost due date**.
Bidders/Proposers shall identify all DBE and non-DBE subcontractors, subconsultants, and suppliers proposed to participate in and those solicited for this Contract, and shall complete and submit the mandatory DBE Forms A, A1, A2, and B. The two lowest Bidders or two highest ranked Proposers shall also print and submit the DBE firm's current DBE Certification Profile from the NJUCP DBE Business Directory at njucp.dbesystem.com. Additionally, the two lowest Bidders or two highest ranked Proposers shall submit all applicable supplemental forms (AA, AA1, AA2, BB, DBE Certification Profile and D). All required DBE forms and Certification Profiles shall be submitted with the Bid or within five (5) calendar days of the bid opening or final cost due date. However, Bidders are strongly encouraged to submit all mandatory documents with the Bid to prevent delay of the Contract award.

1.6.2 Bidders are requested to review carefully and complete the forms entirely, with no blank fields. Failure to satisfactorily complete or submit all required documentation and/or demonstrate documented evidence of good faith effort within **five (5) calendar days after the bid opening or proposal/cost due date** shall result in rejection of a Bid as non-responsible.

1.6.3 If the two lowest Bidders/highest ranked Proposers submit the DBE forms, but fail to meet the DBE goal, the OCR/OBD will consider the efforts made to determine if a Bidder/Proposer/Prime has in fact demonstrated a good faith effort. **See article 2.0**

1.6.4 If it is determined that satisfactory good faith efforts were not made to include DBE participation on the contract, NJT shall consider awarding the contract to the next lowest bidder or highest ranked proposer who offers a reasonable price, meets the DBE goal and other bid requirements or requirements of 49

CFR Part 26 and/or satisfactorily demonstrates documented evidence of good faith effort.

2. GUIDANCE ON A GOOD FAITH EFFORT

2.1 To demonstrate a good faith effort to meet the DBE goal, a Bidder/Proposer/Prime shall provide written documentation in addition to Form D (article 2.3e), of the steps it has taken, prior to the bid opening/proposal due date, or during the life of the contract to obtain DBE participation. **The Bidder/Proposer/Prime can meet this requirement in either of two ways:**

(1) The Bidder/ Proposer/Prime can meet the goal.

(2) The Bidder/Proposer/Prime shall exhaust the available options referenced in **article 2.2** in making a continuous good faith effort to meet the assigned contract goal for the life of the contract.

(a) The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.

(b) In determining a good faith effort, the OBD will consider the **quality**, **quantity**, and **intensity** of the different kinds of efforts that the Bidder/Proposer/Prime has made. Mere *pro forma* efforts will not be considered as demonstration of good faith effort to meet the DBE contract requirements.

(c) The Bidder/Proposer/Prime shall use good business judgment and consider a number of factors in negotiating with subcontractors/subconsultants, including DBE subcontractors/ subconsultants, and should take a firm's price and capabilities as well as contract goals into consideration. **The fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a Bidder's/Proposer's failure to meet the contract DBE goal, as long as such costs are reasonable as determined by NJT. Primes are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.**

(d) The Bidder/Proposer/Prime's **ability or desire to perform the work of a contract with its own organization (self-performance) does not relieve the Bidder/Proposer/Prime of the responsibility to meet the goal or demonstrate a good faith effort.**

(e) The Bidder/Proposer/Prime shall not reject DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Bidder/Proposer/Prime's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the Bidder/Proposer/Prime's efforts to meet the assigned project goal.

(f) The OBD will support the Bidder/Proposer/Prime in indentifying ways to meet the assigned contract goal.

2.2 A GOOD FAITH EFFORT

The following is a list of actions that NJT will consider as evidence of a Bidder/Proposer/Prime's good

faith effort to obtain DBE participation. While exhausting the available options in this list may count as a good faith effort, this list is not intended to be a mandatory checklist, nor is this list intended to be exclusive or exhaustive of all the efforts a Bidder/Proposer/Prime might make to achieve the assigned DBE goal. NJT may require a Bidder/Proposer/Prime to take action above and beyond those listed below to meet the assigned DBE goal.

(a) The Bidder/Proposer/Prime shall solicit through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capacity to perform the work of the contract.

(1) The Bidder/Proposer/Prime must solicit this interest within sufficient time to allow the DBE to respond to the solicitation.

(2) The Bidder/Proposer/Prime must take appropriate steps to follow up on initial solicitations in order to determine with certainty if the DBE firms are interested.

(b) The Bidder/Proposer/Prime shall select portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the Prime might otherwise prefer to perform these work items with its own forces.

(c) The Bidder/Proposer/Prime shall provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

(d) The Bidder/Proposer/Prime shall negotiate with a DBE(s) with the intent to enter into a contract. It is the Bidder/Proposer's responsibility to make a portion of the work available to DBE subcontractors/subconsultants and suppliers and to select those portions of the work or material needs consistent with the available DBE Primes and suppliers, so as to facilitate DBE participation.

(1) Evidence of such negotiation includes: the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

(e) The Bidder/Proposer/Prime shall make efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by NJT or the Prime contractor.

(f) The Bidder/Proposer/Prime shall make efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

(g) The Bidder/Proposer/Prime shall effectively use the services of available minority/women community organizations; minority/women Prime contractors groups; local, State and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

2.3 REQUIRED FORMS

(a) **Form A - First Tier DBE Utilization:** Lists all First Tier DBE firms scheduled to participate on this contract.

(b) **Form A1 - Bidder/Proposer Solicitation and Contractor Information**: Lists all DBE and Non-DBE sub contractor/subconsultants, including suppliers, solicited for, **and** participating on this contract.

(c) **Form A2- Non-DBE Sub Utilization**: Lists all **DBE and Non-DBE** subcontractors/ subconsultants, including suppliers, participating on this contract.

(d) **Form B - Intent to Perform as a DBE Sub**: Identifies the work the 1st Tier DBE intends to perform including scope of work, subcontract dollar value, etc.

(e) **DBE Good Faith Effort Form (if applicable):** Identifies any DBE subcontractor invited to quote, but declined to do so for any reason.

(f) **Trucking Commitment Agreement (if applicable):** Identifies all trucking firms (DBE and Non-DBE) participating on this contract, **at any tier.**

(g) **NJ UCP DBE Certification Profile & NAICS Code Verification:** Confirms the DBE status, name, address, contact information, business description and NAICS code(s) of each First Tier DBE subcontractor/subconsultant.

(h) ***Form E - Contractor's Monthly DBE Payment Report & Payment Certification Voucher (Post-Award)**: Records monthly payments issued to each DBE subcontractor/subconsultant/supplier and monthly payments issued by NJ TRANSIT to the Prime. Certifies that DBE subs have been paid for previous month's invoices.

(i) **Form E2 – DBE's Monthly Payment Report (Post-Award)**: Records monthly invoices submitted by the DBE, payments owed to the DBE on past due invoices and payments received from the prime by each DBE subcontractor/subconsultant.

(j) **Form E1- DBE Prime's Monthly Payment Report** *(For DBE Prime Only):* Records monthly payments issued to each DBE Prime by NJ TRANSIT to.

This form is due from the Prime in each month following the notice to proceed issued by NJ TRANSIT.* ***Refer to article 5.2.4*

2.4 SUPPLEMENTAL FORMS (REQUIRED IF APPLICABLE)

(a) **Form AA – Second Tier DBE Utilization:** Lists all Second Tier DBE firms scheduled to participate on the DBE sub-Prime's contract.

(b) **Form AA1 – Second Tier Bidder/Proposer Solicitation and Contractor Information**: Lists all Second Tier DBE firms participating on this contract as indicated on Form AA and Form AA2.

(c) **Form AA2- Second Tier Non-DBE Sub Utilization:** Lists all **DBE and Non-DBE firms** including suppliers participating on the DBE sub-Prime's contract.

(d) **Form BB - Intent to Perform as a Second Tier DBE Sub**: Identifies the work the 2nd Tier DBE intends to perform including scope of work, subcontract dollar value, etc.

(e) **NJ UCP DBE Certification Profile & NAICS Code Verification:** Confirms the DBE status, name, address, contact information, business description and NAICS code(s) of each Second Tier DBE subcontractor/subconsultant.

2.5 INSTRUCTIONS FOR COMPLETING REQUIRED FORMS (see glossary for definition of terms)

(a) **Form A - First Tier DBE Utilization:**

Form A is a formal agreement between the Bidder/Proposer and the DBE(s). Replacement/removal of DBE subcontractors/subconsultants/supplier identified on Form A is prohibited after the bid or proposal is submitted to NJT. **Refer to article 4.3**. A DBE Bidder/Proposer, which lists itself on Form A, is committed to performing the work indicated with its own personnel.

DBEs performing as second tier sub(s) to a **non-DBE sub Prime** should be listed with the name of the non-DBE sub Prime's firm name in parenthesis next to the DBE sub's name. {*Ex: DBE Electric Co. (Prime Contractor, Inc.)*}

(1) A first Tier DBE is required to perform at least 51% of its subcontract value with its own forces. Bidders/Proposers/Primes will not receive any credit for DBEs performing less than 51% and therefore must not be listed on this form.

(2) For DBE suppliers, identify all manufacturers, regular dealers, and brokers. If a DBE supplier is a ***manufacturer***, indicate the full value of its subcontract. If a DBE supplier is a ***regular dealer***, show its total contract value multiplied by 60% (Ex. $100K x 60%= $60K). If a DBE supplier is ***neither a manufacturer nor a dealer***, indicate the fee/commission only, ***not*** *the cost of materials or supplies*. See **article 3.0** for direction on determining credit toward the goal.

(3) A detailed scope of work must be provided; one-word descriptions are not acceptable. ***(Ex. Haul and dispose of approximately 192,000 tons of contaminated soil to a clean earth facility at $34.00 a ton).***

(b) **Form A1 - Bidder/Proposer/Prime Solicitation and Contractor Information**:

The Bidder/Proposer must complete and submit **page one** (1). The DBE and non-DBE subcontractors/subconsultants, including suppliers, solicited for, participating on, or expressed interest in this contract must complete **page two** (2).

(c) **Form A2- Non-DBE Sub Utilization:**

Bidders/Proposers are required to report and submit all dollars committed to non-DBE subcontractors/subconsultants/suppliers. The non-DBE portion of work is **not** counted toward the assigned DBE goal. **See article 3.0**

A detailed scope of work must be provided; one-word descriptions are not acceptable.

(Ex. Haul and dispose of approximately 192,000 tons of contaminated soil to a clean earth facility at $34.00 a ton).

(d) Form B - Intent to Perform as a First Tier DBE Sub:

Each DBE subcontractor/subconsultant/supplier listed on Form A must complete and sign Form B. **Note: The Bidder/Proposer/Prime is prohibited from completing any portion of the form and from directing DBE(s) to sign a blank form.**

(1) The Bidder/Proposer/Prime must provide interested DBEs with a copy of appropriate plans, specifications, and requirements of the contract in a timely manner to allow the DBE to prepare an appropriate price quote and submit on time.

(2) First Tier DBEs must perform at least 51% of the total dollar value of its subcontract, with its own forces. The firm must indicate the percentage of the total portion of work to be subcontracted to DBE and non-DBE firms. The non-DBE percentage of work is not counted toward the assigned goal.

(3) The OBD encourages DBE-to-DBE subcontracting in order to preserve DBE participation credit. **See article 3.0**

(4) The DBE must provide a detailed scope of work; one-word descriptions are not acceptable. Descriptions should include: *type of services provided, total number of units, price per unit, total cost, etc.*

(e) DBE Good Faith Effort: (If Applicable)

Form D applies to any Bidder/Proposer/Prime who failed to meet the assigned DBE goal. This form will assist the Bidder/Proposer/Prime in demonstrating a good faith effort.

If the DBE(s) solicited declines to sign this form, the completed form should be submitted with the Bidder/Proposer's signature only and the OBD will verify the information provided with the firm. **Refer to articles 2.0-2.2** for guidance.

(f) Trucking Commitment Agreement: (If Applicable)

DBEs must provide information for all DBE and non-DBE trucking firms it will lease from or subcontract to. Subcontracting to a non-DBE trucker means that the non-DBE will perform a portion of the DBE firm's subcontract. **Refer to article 3.4**

The following documents must be attached for all trucks owned: copy of title(s)/finance agreement(s), registration card(s), insurance card(s), apportioned cab card(s) and/or hazardous material license(s) if applicable. A copy of the title or finance agreement is the only acceptable proof of ownership.

The following documents must be attached for all trucks leased: copy of lease agreement(s) established between both firms, title(s), registration card(s), insurance card(s), lease agreement(s), apportioned cab card(s) and/or hazardous material license(s) if applicable.

(g) NJ UCP DBE Certification Profile and NAICS Code Verification:

All DBEs listed on Form A must be certified at the time of contract award. It is the Bidder/ Proposer's responsibility to ensure that DBEs are certified and that their NAICS code(s) match the scope of work to be performed on this contract. Credit will not be given for any work to be performed without the appropriate NAICS code. DBE status and profile can be verified and printed through https://njucp.dbesystem.com and NAICS codes descriptions can be verified through www.census.gov/eos/www/naics/.

(h) Form E - Contractor's Monthly DBE Payment Report & Payment Certification Voucher:

Beginning the month following the contract's notice to proceed, the Prime must report monthly payment activity for each DBE subcontractor/subconsultant/supplier; certifies each DBE sub has been paid any amounts due from previous or current progress payments paid to the Prime. (**article 5.2.4)**

All invoices 30 days past due from NJT must be listed in the appropriate field.

This report is due even if there is no payment activity. This form must be completed and submitted to the OBD **by the 7th of each month** to the attention of the OBD's Manager of Contract Compliance.

(i) Form E1- DBE Prime's Monthly Payment Report *(For DBE Prime Only)*

Beginning the subsequent month following the contract's execution date, the DBE Prime must report its monthly payments received by NJT. **Refer to article 5.2.5.**

All invoices 30 days past due from NJT must be listed in the appropriate field.

This report is due even if there is no payment activity. This form must be completed and submitted to the OBD **by the 7th of each month** to the attention of the OBD's Manager of Contract Compliance.

(j) Form E2 – DBE's Monthly Payment Report:

The Prime must provide a copy of the Form E2 to each DBE subcontractor/subconsultant/ supplier(s).

Beginning the subsequent month following the DBE's execution date, the DBE firm must report its monthly payment activity.

This report is due even if there is no payment activity. **This form must be completed and submitted by the DBE only** to the OBD **by the 7th of each month** to the attention of the OBD's Manager of Contract Compliance.

All invoices 30 days past due must be listed in the appropriate field. Identify concerns or issues in the comments section to be addressed by the OBD. **(Refer to article 5.2.6)**

2.6 INSTRUCTIONS FOR COMPLETING SUPPLEMENTAL REQUIRED FORMS:

(a) **Form AA – Second Tier DBE Utilization:** The Second Tier DBE **must perform 100%** of its subcontract with its own forces. A formal request to waive this requirement may be granted, solely at the discretion of the OBD; however, approval is required.

A detailed scope of work must be provided; one-word descriptions are not acceptable.

(Ex. Haul and dispose of approximately 192,000 tons of contaminated soil to a clean earth facility at $34.00 a ton).

(b) **Form AA1 – Second Tier Bidder/Proposer Solicitation and Contractor Information:**

The DBE sub-Prime must submit and complete **page one** (1). Second Tier DBE(s) solicited for and participating on this contract must complete **page two** (2).

(c) **Form AA2- Second Tier Non-DBE Subcontractor Utilization:**

DBE sub-Primes are required to report and submit all dollars committed to non-DBEs. The non-DBE portion of work is not counted toward DBE participation credit. **Refer to article 3.0**

A detailed scope of work must be provided; one-word descriptions are not acceptable.

(Ex. Haul and dispose of approximately 192,000 tons of contaminated soil to a clean earth facility at $34.00 a ton).

(d) **Form BB - Intent to Perform as a Second Tier DBE Subcontractor:**

Each DBE firm listed on Form AA, must complete, and sign. **Only Second Tier DBE(s) must complete and sign this form.**

The Second Tier DBE must provide a detailed scope of work; one-word descriptions are not acceptable. Descriptions should include: type of services provided, total number of units, price per unit, total cost, etc

(e) **NJ UCP DBE Certification Profile & NAICS Code Vérification:**

All DBEs listed on Form AA must be certified at the time of contract award. It is the Bidder/Proposer/Prime's responsibility to ensure that DBEs are certified and that their NAICS code(s) match the scope of work to be performed on this contract. Credit will not be given for any work to be

performed without the appropriate NAICS code. DBE status and profile can be verified and printed through https://njucp.dbesystem.com and NAICS codes descriptions can be verified through www.census.gov/eos/www/naics/.

3.0 GUIDANCE ON COUNTING DBE PARTICIPATION

3.1 If a firm is not currently certified as a DBE in accordance with 49 CFR part 26 at the time of the execution of the contract, the firm's participation will not count toward the DBE goal.

3.1.1 A DBE performing less than 51% of its subcontract will not count toward the assigned goal and should not be listed on any forms.

3.1.2 When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBEs subcontractor/subconsultant is a DBE.

(a) Work that a DBE subcontracts to a **non-DBE** firm does not count toward the DBE contract goal.

(b) When a DBE performs as a participant in a **joint venture with a Non-DBE**, count the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goals.

(c) A DBE performs a *commercially useful function* when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing and supervising the work involved.

A DBE does not perform a *commercially useful function* if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.

3.2 COUNTING DBE PARTICIPATION

3.2.1 When a DBE participates in a contract, only the value of the work actually performed by the DBE is counted toward DBE goals.

(a) The entire amount of that portion of a contract that is performed by the DBE's own forces is counted. This includes the cost of supplies and materials obtained by the DBE for the work of the contract, as well as supplies purchased, or equipment leased by the DBE (*except supplies and equipment the DBE subcontractor/subconsultant purchases or leases from the Prime contractor or its affiliate*).

3.2.2 The entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a contract, is counted toward DBE goals, provided the fee is reasonable and not excessive as compared with fees customarily allowed for similar services by a DBE.

3.3 DBE PRIME CONTRACTOR GUIDANCE

3.3.1 If a **DBE Prime**, expenditures are counted toward DBE goals only if the DBE is performing a commercially useful function on that contract.

3.3.2 A DBE Prime must perform or be responsible at least 30% of the total cost of its contract with its own workforce.

3.3.3 **If a DBE Prime does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own workforce** or subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, NJT will consider that it is not performing a commercially useful function and the DBE Prime shall be in breach of the contract and subject to the appropriate remedies and penalties. **Refer to Articles 5.6-5.7**

3.4 DBE TRUCKING FIRMS GUIDANCE

3.4.1 A DBE **trucking firm** is performing a commercially useful function if:

(a) The DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there is not a contrived arrangement for the purpose of meeting DBE goals.

(b) The DBE itself **owns and operates at least one** fully licensed, insured, and operational truck to be used on the contract.

3.4.2 The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.

3.5 LEASING TRUCKS

3.5.1 Leased trucks must display the name and identification number of the DBE.

3.5.2 The DBE may lease trucks from another DBE firm, including an owner-operator that is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.

3.5.3 The DBE may also lease trucks from a **non-DBE firm**, including an owner-operator.

(a) The DBE that leases trucks equipped with drivers from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE leased trucks equipped with drivers not to exceed the value of transportation services on the contract provided by DBE-owned trucks or leased trucks with DBE employee drivers.

(b) The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services

3.5.4 For the purposes of this section (Leasing), a lease must indicate that the DBE has exclusive use of and control over the truck.

(a) This does not preclude the leased truck from working for others during the term of the lease with the

consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck.

3.6 COUNTING MATERIALS AND SUPPLIES

3.6.1 Expenditures with DBEs for materials or supplies are counted toward DBE goals as provided in the following:

(a) If the materials or supplies are obtained from a **DBE manufacturer,** 100% of the cost of the materials or supplies are counted toward DBE goals.

(1) For purposes of this paragraph 3.6.1(a), a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the material, supplies, articles, or equipment required under the contract and of the general character described by the specifications.

(b) If the materials or supplies are purchased from a **DBE regular dealer**, sixty percent (60%) of the cost of the materials or supplies is counted toward DBE goals.

(1) For purposes of this paragraph 3.6.1(b), a regular dealer is a firm that owns, operates, maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

(2) The firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.

(3) A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided above if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.

(4) Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this paragraph 3.6.1(b).

(c) With respect to materials or supplies purchased from a **DBE, which is neither a manufacturer nor a regular dealer**, only the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, is counted toward DBE goals, provided the fees are determined to be reasonable and not excessive as compared with fees customarily allowed for similar service. **However, any portion of the cost of the materials and supplies themselves do not count toward DBE goals.**

4.0 TERMINATION OF DBE(s) 26.53

In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by bidders, and offerors in negotiated procurements.

4.1 The Bidder/Proposer/Prime shall not terminate a DBE sub listed in response to Article 1.6 (or an approved substitute DBE firm) for convenience, or any other reason without NJT/OBD's prior written consent. This includes, but is not limited to, instances in which a Bidder/Proposer/Prime seeks to perform work originally designated for a DBE sub with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm. **See Article 4.3.**

(A) The Bidder/Proposer/ Prime shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless you obtain OBD's written consent as provided in this paragraph (4.1); and

(B) That, unless (OBD's) consent is provided under this paragraph (4.1), the Bidder/Proposer/Prime shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

(C) Before transmitting to you OBD its request to terminate and/or substitute a DBE sub, the Bidder/Proposer/Prime must give notice in writing to the DBE sub, with a copy to OBD, of its intent to request to terminate and/or substitute, and the reason for the request.

(D) The prime contractor must give the DBE five (5) days to respond to the prime contractor's notice and advise OBD and the Prime of the reasons, if any, why it objects to the proposed termination of its subcontract and why OBD should not approve the Prime's action.

(E) When a DBE subcontractor is terminated as provided in paragraph Article 4.1, or fails to complete its work on the contract for any reason, the Bidder/Proposer/Prime is required to make good faith efforts to find another DBE subcontractor to substitute for the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal established for the procurement. The good faith efforts shall be documented by the Bidder/Proposer/Prime and submitted within seven (7) days of NJT's request, which may be extended for an additional seven (7) days if necessary at the request of the contractor, and OBD shall provide a written determination to the contractor stating whether or not good faith efforts have been demonstrated.

Submission of all REQUIRED FORMS is mandatory for the following Articles 4.2 through 4.5

4.2 ADDITION OF DBE(s)

4.2.1 Should the Bidder/Proposer/Prime wish to add a DBE not listed on Form A, a written request for the addition of a DBE(s) must be submitted by the Bidder/Proposer/Prime.

4.2.2 The Bidder/Proposer/Prime must receive written approval of the OBD **prior to** the addition of the DBE subcontractor/subconsultant in order for the addition to be credited toward the goal.

4.3 REPLACEMENT OR REMOVAL OF DBE(s)

4.3.1 When a Prime is considering replacing or removing a DBE due to performance issues, the OBD must be contacted as soon as possible.

4.3.2 Request for DBE replacement or removal may be made under the following conditions:

1) The DBE materially fails to successfully perform the contract tasks.

2) Under unusual situations referenced in article 4.3.8.

4.3.3 A written request for replacement or removal of a DBE(s) listed on Form A, must be submitted by the Bidder/Proposer/Prime to the OBD with complete justification for the request. The process to follow such requests is as follows:

(a) Written communications (over a period) from the Prime and NJT's project manager to the DBE, notifying the DBE of its poor performance and the Prime's intent to terminate must be provided to the OBD. The prime contractor must give the DBE five (5) days to respond to the prime contractor's notice and advise NJT/OBD and the Prime of the reasons, if any, why it objects to the proposed termination of its subcontract and why NJT/OBD should not approve the Prime's action.

(b) **The OBD will arrange a meeting with the DBE, the Prime, and a representative from Procurement and project management to discuss the specifics of the performance issue.**

(c) The DBE must provide a written plan identifying the efforts it will make to correct the deficiencies.

(d) The Prime must provide the DBE with a minimum of 30 calendar days from acceptance of its plan to improve its performance. Throughout the 30-day window, the Prime and/or NJT PM/CM team must provide written communication to the DBE of any additional/continued performance issues, with a copy to the OBD.

4.3.4 The Bidder/Proposer/Prime must receive written approval of the OBD **prior to** replacement or removal of the DBE subcontractor/subconsultant can be made, regardless of the reason for the replacement or removal.

4.3.5 If the OBD issues written approval for the removal of a DBE(s), NJT will require a Bidder/Proposer/Prime to continue to demonstrate a good faith effort to replace the removed DBE to the extent needed to meet the contract goal established by NJT for the procurement. See Article 4.1(E)

These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the removed DBE to the extent necessary to meet the established contract goal.

4.3.6 Failure to obtain approval from the OBD **prior to** replacing or removing a DBE shall result in the Bidder/Proposer/Prime being found in breach of the contract and subject to the appropriate remedies,

audits and penalties. **Articles 5.6-5.7**

4.3.7 If NJT finds that the Bidder/Proposer/Prime upon submission of its bid/proposal committed itself to the goal in good faith, the Bidder/Proposer/Prime may, in "unusual situations", be permitted to substitute a DBE subcontractor(s)/subconsultant(s).

4.3.8 The term "*unusual situations*", includes, but is not limited to, the following circumstances:

(a) Failure to qualify as a DBE, or maintain DBE certification status.

(b) Death or physical disability of a key individual.

(c) Dissolution, if a corporation or partnership.

(d) Bankruptcy of the subcontractor/subconsultant, subject to applicable bankruptcy law, and only in instances where the bankruptcy affects the subcontractor/subconsultant's ability to perform.

(e) Inability to obtain, or loss of, a license necessary for the performance of the particular category of work.

(f) Failure or inability to comply with a requirement of law applicable to Primes or, subcontractors/subconsultants.

4.4 WITHDRAWN DBE(s)

4.4.1 When a DBE is unable to complete a subcontract (withdraws), for any reason, NJT will require a Bidder/Proposer/Prime to make a good faith effort to replace a withdrawn DBE at least to the extent needed to ensure that the Prime contractor is able to meet the contract goal established by NJT for the procurement. **These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the removed DBE.**

4.4.2 The Bidder/Proposer/Prime is required to make a good faith effort to seek other DBE subcontractors/subconsultants in substitution of the original DBE. The good faith efforts described in **article 2** are required in finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal established for the procurement.

4.5 DECERTIFIED DBE(S)

4.5.1 If the Prime has reason to doubt that a proposed DBE is still eligible due to change in ownership, management, or size, the Prime shall, within 10 days of learning this information, notify NJT of that fact in writing.

4.5.2 If the subcontract has not been executed before the DBE's ineligibility occurs, the Prime will not receive credit toward the contract goal for the ineligible DBE. The Prime may continue to use the ineligible DBE, however, DBE participation credit will not be granted.

(a) To the extent necessary to meet the assigned contract goal, the Prime will make a good faith effort to replace the ineligible DBE within 10 days after notification by the OBD. The OBD will support the Prime in its efforts to replace with an eligible DBE firm in order to meet the contract goal.

4.5.3 If the contract has been executed before the firm has been notified of its ineligibility, the Prime may continue to use the firm on the contract and receive credit toward its DBE goal for the duration of that particular phase of or option in the contract. This may not apply to future phases or options, which will be handled on a case-by-case basis at the sole discretion of the OBD.

4.5.4 ***Exception***: If the DBEs ineligibility is caused solely by its having exceeded the size standard during the performance of the contract the Prime may continue to count its participation on that contract only toward the contract goals. This may not apply to future phases or options and will be subject to determination by the OBD.

5.0 AWARD OBLIGATIONS

5.1 The Prime must designate **a DBE Liaison Officer**. The liaison officer will be responsible to NJT regarding DBE subcontract matters.

5.1.1 If at any point during the contract's life, the Prime's DBE participation falls below the assigned goal, the Prime must identify additional work or new work items for which it will subcontract to DBEs to the extent necessary to meet the assigned goal. Any new scope of work issued to the Prime shall still be subject to the assigned goal.

5.1.2 The OBD will support the Prime in identifying current/future opportunities in the contract to meet the assigned contract goal.

5.1.3 Should the Prime seek a change that addresses the DBE's performance, or affects the work scope and/or compensation, the OBD must be notified, prior to implementation, for its review and approval of the changes as soon as possible. No change will be allowed without prior review and approval by the OBD. Failure to notify the office and obtain approval prior to a change shall result in breach of the contract and may be subject to the appropriate remedies, audits, and penalties.

5.1.4 Whenever NJT issues project change orders the goal may still apply; the OBD will determine if increased DBE participation will be required.

5.1.5 To ensure that all obligations under subcontracts awarded to DBEs are met NJT shall review the Prime's DBE involvement efforts during the performance of the contract.

5.2 POST AWARD DELIVERABLES

5.2.1 After the execution of a contract with NJT, **signed copies** of subcontractor/subconsultant agreements between the Prime and DBE subcontractors must be submitted to the OBD no later than 10 business days after the Prime's contract execution date. The agreement between the Prime and DBE subcontractor shall remain firm for the duration of the contract.

5.2.2 The Prime shall provide a list of the anticipated job start date for all DBE subcontractors/subconsultants **no later than two days** after the initial pre-construction meeting.

5.2.3 **Certification of DBE(s) Payments** – submit monthly with the Form E to the Manager of the OBD and with

its monthly invoice submittal to NJT project manager of this project. **Refer to article 5.3.2**

(a) The Prime will certify, prior to the issuance of each progress payment by NJT, that all DBE subs have been paid any amounts due on past due invoices from previous or current progress payments.

5.2.4 **Form E (Contractor's Monthly DBE Payment Report & DBE Payment Certification Voucher)** - submit monthly to the Manager of the OBD. **Refer to articles 2.5h and 5.3.2.**

Failure to submit this report on a monthly basis may result in breach of the contract and be subject to the appropriate remedies, penalties or liquidated damages as indicated in articles 5.6-5.7.

5.2.5 **Form E1 (DBE Prime's Monthly Payment Report)** *(For DBE Prime Only)* - **submit** monthly to the Manager of the OBD.

5.2.6 **Form E2 (DBE's Monthly Payment Report) – Refer to article 2.5j**

(a) Forms E/E1 and E2 will be reviewed monthly to determine compliance with the assigned DBE goal, the subcontractor prompt payment regulation, and the DBE Program.

(b) Attainment of goals will be monitored and based upon actual payments received by the DBE. Failure to submit Form E/E1 may result in suspension of payments or such other remedies as provided in **article 5.6.** I*f at any time, NJT has reason to believe that any person or firm has willfully and knowingly provided incorrect information or made false statements, it shall refer the matter to the USDOT for inquiry.*

5.3 PROMPT PAYMENT OF INVOICES TO SUBCONTRACTORS

5.3.1 The Prime must pay each subcontractor under this contract for satisfactory performance of its work **no later than ten (10) days** from the receipt of each payment the Prime receives from NJT for the subcontractor's work. Failure to comply with this requirement shall result in breach of the contract and shall be subject to the appropriate remedies as determined by OBD.

5.3.2 In accordance with 49 CFR 26.29, the Prime shall certify, prior to the issuance of a progress payment by NJT that all subcontractors have been paid any amounts due on past due invoices (greater than 30 days) from previous or current progress payments. **The Prime must submit the Certification of DBE(s) Payments with its monthly invoice submittals to NJT project manager, and with its Form E to the OBD.**

5.3.3 The Prime will not be reimbursed for work performed by subcontractors/subconsultants unless and until the Prime ensures that the subs are promptly paid for the work performed. Alternatively, the Prime shall certify that a valid basis exists under the terms of the subcontractor's/subconsultant's or supplier's contract to withhold payment from the subcontractor/subconsultant and therefore payment is withheld.

5.3.4 If the Prime withholds payment from the subcontractor/subconsultant, the Prime shall provide to the subcontractor/subconsultant or supplier written notice thereof. The notice shall detail the reason for withholding payment and state the amount of the payment withheld. If a performance/payment bond has been provided under this contract, the Prime shall send a copy of the notice to the surety providing the

bond for the Prime. A copy of the notice shall also be submitted to NJT with the certification that payments are being withheld.

5.3.5 If withholding payment is due to the Prime's failure to promptly pay the DBE in accordance with the prompt payment of invoices and/or retainage clauses, the OBD may request proof of payment to DBE(s) for delinquent invoices and/or retainage in order to issue release of payment to Prime.

5.3.6 Failure to comply with the above shall result in breach of the contract and may be subject to the appropriate penalties. **See article 5.6**

5.4 SUBCONTRACTOR PAYMENT DISPUTE RESOLUTION

5.4.1 The Prime is required to notify the OBD of its intention to withhold payment from a DBE as soon as possible and in advance of taking action. Should the Prime provide notice and proceed to withhold payment from any subcontractor/subconsultant or supplier due to a performance issue or unapproved work performed, an OBD representative shall make an effort to resolve the dispute.

(a) OBD's efforts shall be limited to meeting with the Prime and the subcontractor/ subconsultant, and reviewing the relevant facts with both parties.

(b) OBD will not act as a decider of fact nor will OBD direct a settlement to the dispute.

(c) Any OBD effort is solely intended to assist the parties in understanding their respective positions and to encourage a reasonable resolution of the dispute. The Prime is required to send written notification of the above to the OBD immediately.

5.4.2 Should payments be withheld that are not related to the previous items mentioned, and/or a determination can be made that the withholding of payments violates the prompt payment clause, NJT may execute the appropriate remedies in accordance with article 5.6.

5.5 PROMPT PAYMENT OF SUBCONTRACTOR RETAINAGE (FOR CONSTRUCTION CONTRACTS ONLY)

5.5.1 **The Prime must include a contract clause in the subcontractor agreement obligating the Prime to pay <u>all retainage</u> owed to the subcontractor/subconsultant for satisfactory completion of the accepted scope of work no later than 15 days after the DBE subcontractor's/subconsultant's work is satisfactorily completed.**

5.5.2 Only subcontractors/subconsultants whose work has been 100% completed, including all punch list work or remaining work, and who have supplied closeout documents shall be eligible for release of retainage. *Any delay or postponement of payment from the above referenced time frame may occur only for good cause <u>following written approval of NJT</u>.*

5.5.3 NJT may agree to release an equivalent amount of Prime retainage provided that:

(a) There is no offsetting claims from NJT (including, but not limited to, liquidated damages), other subcontractors/subconsultants, material men, or workers;

(b) None of the other reasons to withhold payments specified under the Prime contract exists.

5.5.4 Prior to release of the Prime's retainage, the Prime shall provide to NJT executed copies of the following subcontractor closeout documents, (shown in Appendix A of the contract) as appropriate:

(a) Consent of Surety to Final Payment to the Subcontractor

(b) Certificate of Amounts Due and Owing to Subcontractor Employees

(c) Subcontractor Release of Claims

(d) Subcontractor Release of Liens and a Certificate of Final Acceptance of Subcontractor Work

5.5.5 Notwithstanding NJT's release or partial release of retainage, nothing in this clause shall be deemed to constitute NJT's partial or final acceptance of the work, or any portion thereof, unless either a Certificate of Partial Acceptance or a Certificate of Final Acceptance has been executed by NJT, in the form(s).

5.6 Audit and Sanctions

During the performance of any contract and for a period of up to three (3) years following completion of the contract work, NJ TRANSIT may conduct reviews for compliance with the requirements of the DBE Program. Such reviews may include, but not be limited to, the evaluation of monthly reports, desk audits, and site visitations.

5.6.1 Where a Prime is found to be in breach of the requirements of the DBE Program during the performance of the contract, and does not promptly take corrective action, the following sanctions may be instituted (singularly, in any combination, and in addition to any other contractual remedies or otherwise provided by law):

(a) The Prime may be ordered to stop work without penalty to NJT.

(b) The contract may be terminated for breach.

(c) Suspension or debarment proceedings may be commenced in accordance with New Jersey law.

(d) The relevant performance bond may be enforced.

(e) NJT may withhold payment of specific invoices.

5.7 LIQUIDATED DAMAGES

5.7.1 Liquidated damages (LD) may be assessed when the Prime fails to meet the established DBE goal on the contract.

5.7.2 If the DBE goal is not met, and the Prime has not demonstrated a good faith effort to do so, NJT may elect to subtract from the Prime's payment, as liquidated damages and not a penalty, the following:
The amount equal to the difference (in dollars) between the total contract value multiplied by the assigned DBE goal percentage, (originally established or as subsequently modified) and the actual DBE participation percentage (total dollars paid to DBEs divided by total dollars paid to the Prime).

5.7.3 This may be withheld from a series of payments or from the Prime's final payment, depending on the size of the liquidated damage.

5.7.4 If the Prime's final payment is not sufficient to satisfy the LD in full, the balance shall be due and owing from the Prime and subject to repayment terms as determined by NJT. NJT shall waive liquidated

damages where good cause is shown for the deficiency in DBE participation upon determination by the OBD.

APPENDIX I

GLOSSARY

A Good Faith Effort-the efforts employed by the bidder, which should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.

Certification - means the process by which a business is determined to be a bona fide DBE. Any business applying for DBE certification must complete the appropriate NJ Unified Certification Program Application. Certification Applications are available at the OBD.

Disadvantaged Business Enterprise or DBE - means a small business concern:

Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and where one or more of the socially and economically disadvantaged owners controls management and daily business operations. A DBE shall not include a small business concern where that concern or a group of concerns controlled by the same socially and economically disadvantaged individual or individuals has annual average gross receipts in excess of **$23.98M** over the previous three fiscal years or is not otherwise eligible as a small business as defined by the Small Business Administration in 13 CFR Part 121.

DBE Goal - means numerically expressed objectives for DBE participation on federal contracts Prime contractors are required to make a good faith effort to achieve to the extent necessary to meet the assigned DBE goal.

DBE Sub-Prime - means any 1st Tier DBE subcontractor/subconsultant listed on the Form A that will subcontract any portion of its subcontract/scope of work to a DBE(s) and/or non-DBE(s) firm(s).

DBE Ineligibility – means a firm's DBE status changes or ceases due to change in ownership, management, or size, etc.

DBE Prime – means the successful Bidder is a DBE firm and has a direct contract with NJT.

DBE Trucking Firm – owns and operates at least one fully licensed, insured, and operational truck used on the contract. Is responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract.

First Tier DBE - refers to any DBE listed on the Bidder/Proposer/Prime's Form A and having a direct contract with the Prime.

Joint Venture–means an association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

Prime - means any contractor or consultant, including a DBE contractor/consultant, who enters into a direct

contractual relationship with NJT.

Race-conscious Measure or Program - is one that is focused specifically on assisting only DBEs, including women-owned DBEs.

Race-neutral Measure or Program- is one that is focused specifically on assisting all small businesses equally, including DBEs. Such activities include bonding, insurance, and technical assistance. For the purposes of this part, race-neutral includes gender-neutrality.

Reasonable Bid Price - means a price that shall be considered reasonable if the Bidder/Proposer/Prime would have been awarded the contract had the firm submitted the only bid.

Regular Dealer - means a firm that owns, operates, or maintains an establishment in which the materials or supplies required for the performance of a contract are bought, kept in stock and regularly sold to the public in the usual course of business.

The firm must engage in, as its principal business, and in its own name, the purchase and sale of products in question. Bulk items such as steel, cement and petroleum products need not be stocked, if the dealer owns or operates distribution equipment.

Note: Brokers and packagers are not regarded as regular dealers.

Second Tier DBE - refers to any DBE listed on the DBE Sub-Prime's Form AA.

Subcontractor/ Subconsultant - means any contractor/consultant, including suppliers, who enters into a contract issued by a Prime contractor.

Transit Vehicle Manufacturer (TVM) - is a manufacturer of vehicles used by NJT for the primary program purpose of public mass transportation (e.g., buses, railcars, vans). The term does not apply to firms, which rehabilitate old vehicles, or to manufacturers of locomotives or ferryboats. The term refers to distributors of or dealers in transit vehicles with respect to the requirements of 49 CFR Section 26.49.

U.S. DOT – means the U.S. Department of Transportation, including the Office of the Secretary, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), and the Federal Railroad Administration (FRA).

Withdrawn DBE – a DBE withdraws, drops out of its contract, or fails to complete its work on the contract for any reason.

Updtd p.3, 1.48; p.4, 1.6.1; pg.7, 2.3(g); p.8, 2.4, 2.4(e); p.9, 2.5(g); pg.10(g);2.3; p.11, 2.6(e) on 11.22.19 lmc
Updtd Table of Contents – removed RN from Title; Changed to RN Project from Goal Updtd 1.6.1 remvd certif/replac with Cert Profile 10.25.19
Updated 3.53(a)(b); (4.1(a-e) & $23.98m LMC 8/1/18
Updated 1.6.1 JGold 7/10/17
Rev 9/15/10

REQUIRED FORMS

ENCLOSED FOR COMPLETION (MANDATORY):

- **Form A; A1; A2; B; D & Trucking Commitment Schedule**

TO BE OBTAINED AND SUBMITTED (MANDATORY):

- **Copy of NJUCP DBE and NAICS Code Certification**

Consult DBE Program Requirements for further guidance.

Bidders Checklist
(Federal Contracts)

Upon completion of the Required and/or Supplemental Forms packet(s), please be sure that the completed checklist and the forms listed below are included for each DBE subcontractor listed on the Form A and submitted to the Office of Business Development (OBD) for review.

Note: Failure to complete and submit the forms below will delay the OBD from issuing approval to move forward in the contract award process.

Required Forms

- [X] Form A - First Tier DBE Utilization
- [X] Form A1 - Bidder/Proposer Solicitation and Contractor Information
- [X] Form A2 - Non-DBE Sub Utilization
- [X] Form B - Intent to Perform as a DBE Sub
- [ ] Form D - DBE Good Faith Effort Form
- [ ] Trucking Commitment Agreement (if applicable)
- [X] Copy of NJUCP DBE and NAICS Code Certification

Supplemental Forms (if applicable)

- [ ] Form AA - Second Tier DBE Utilization
- [ ] Form AA1 - Second Tier Bidder/Proposer Solicitation and Contractor Information
- [ ] Form AA2 - Second Tier Non-DBE Sub Utilization
- [ ] Form BB - Intent to Perform as a Second Tier DBE Sub
- [ ] Trucking Commitment Agreement (if applicable)
- [ ] Copy of NJUCP DBE and NAICS Code Certification

MANDATORY FORM FOR BIDDER/PROPOSER/PRIME: COMPLETE ENTIRELY FORM A (Fed)

First Tier DBE UTILIZATION - FORM A

Project Name: Middledsex County Local Bus Service NJT Contract N 21-030

Assigned DBE Goal %: 3% NJT Procurement Specialist: Janet Ellenbacker Contract Value ($): $31,353,302

First Tier DBE must perform at least 51% of its subcontract value if subcontracting to a Second -Tier DBE or Non-DBE. Do not count Non-DBE portion toward the goal.

Name, Address and Telephone # of DBE Subcontractor/Subconsultant	Provide Detailed Scope of Work to be Performed (Identify all suppliers)	Dollar Value of Subcontract/Sub-consultant Work ($) Awarded	Percentage of Subcontract Work (%)
Globe Electric Supply Co, Inc. 10902 Roark Road, Houston TX 77099 (1-713-412-4002)	Bus Parts	$940,570.74	3 %
			%
			%
			%
			%
For DBE suppliers, show original subcontract value multiplied by 60% ($2,000*60%=$1200). For DBE portion of work, subtract Non-DBE portion of work from original subcontract value.	**TOTALS**	$ $940,570.74	3 %

The undersigned will enter into a formal agreement with the DBE(s) listed in this schedule conditioned upon execution of a contract with NJ TRANSIT for the above referenced project. The undersigned understands that removal/replacement of the DBE(s) listed is NOT PERMISSIBLE for any reason (pre or post-award), without submitting a written request to the Office of Business Development and receiving WRITTEN APPROVAL from the Office of Business Development. Failure to obtain written approval shall result in the breach of contract and subject to corrective action to be determined by NJ TRANSIT.

Company Name: Suburban Trails, Inc Authorized Signature: Brett Burk

Company Address: 750 Somerset St. New Brunswick, NJ 08901 Print Name: Brett Burk

Title: Vice President and General Manager

Federal Tax ID #: [redacted] Prime Contractor's DBE Liaison Officer: Eduardo Carrion

Company Tel #: [redacted] Date Signed: 8/24/2021

To Add Subs Use Additional Forms

BIDDER SOLICITATION & CONTRACTOR INFORMATION - FORM A1

Project Title: Middledsex County Local Service

Date: 8 24 2021

Telephone #: [redacted]

Prime Contractor/Consultant:_ Suburban Trails, Inc

Complete the information below for Bidder/Proposer/Prime(s) working on this project. Use Page 2 for all subcontractors/subconsultants

	Bidder/Proposer/Prime	Bidder/Proposer/Prime	Bidder/Proposer/Prime
Company's Full Name	Suburban Trails, Inc		
Address	750 Somerset St.		
City and State	New Brunswick, NJ		
Zip	08901		
County			
Phone	[redacted]		
Fax			
E-mail			
Owner	N A		
Date Established	N A		
Date Certified	N A		
Ethnicity	N A		
Gender	N A		
Certification Status: **DBE or Non-DBE**	Non-D		
Federal Tax ID # / SSN #	[redacted]		
Annual Gross Receipts: A – Less than $500K B - $500K to $1M C - $1M to $2M D - $2M to $5M E - $5M and over **indicate the letter that applies**	E		
Primary NAICS Code:			

To Add Subs Use Additional Forms

MANDATORY FORM: COMPLETE ENTIRELY Form A1 (Fed)

BIDDER SOLICITATION & CONTRACTOR INFORMATION - FORM A1

Project Title: Middledsex County Local Service

Prime Contractor/ Consultant: Suburban Trails, Inc

Date: 8 24 2021

Telephone #: [redacted]

COMPLETE THE INFORMATION BELOW FOR "ALL" FIRMS INCLUDING SUPPLIERS SOLICITED; INCLUDING THOSE THAT WILL WORK ON THIS PROJECT.

	Subcontractor/Subconsultant	Subcontractor/Subconsultant	Subcontractor/Subconsultant
Company's Full Name	Globe Electric Supply Co, Inc		
Address	10902 Roark Road		
City and State	Houston, TX		
Zip	77099		
County			
Phone	[redacted]		
Fax	281-933-1001		
E-mail	[redacted]		
Owner	Edna Douadi		
Date Established			
Date Certified			
Ethnicity			
Gender	Female		
Certification Status: **DBE or Non-DBE**	DBE		
Federal Tax ID # / SSN #			
Annual Gross Receipts: A – Less than $500K B - $500K to $1M C - $1M to $2M D - $2M to $5M E - $5M and over **indicate the letter that applies**	D		
Primary NAICS Code:	423120		

To Add Subs Use Additional Forms

NON-DBE SUBCONTRACTOR UTILIZATION - FORM A2

Directions: To be completed by any Bidder/Proposer/Prime for "all" subs including suppliers participating on this contract.

Bidder/Proposer Prime Name: Suburban Trails, Inc Project Title: Middlesex County Local Service

Date: 8 24 2021 Prime Contract Value: $31,352,302

Name, Address and Telephone # of all Subcontractor/Subconsultants	FEIN #	Provide Detailed Scope of Work to be Performed	Dollar Amount of Subcontractor/Sub-consultant Work ($) Awarded	Percentage of Subcontract or Work (%)
TBD			$	%
			$	%
			$	%
			$	%
			$	%
Must provide a detailed scope of work; one-word descriptions are not acceptable.		**TOTALS**	$	%

To Add Subs Use Additional Forms

INTENT TO PERFORM AS A 1ST TIER DBE - FORM B

The Bidder/Proposer/Prime is prohibited from completing any portion of this form and directing the DBE to sign a blank form.

DIRECTIONS: DBE(s) listed on the Form A must complete all information on this form.

Form will be submitted by DBE firm within 5 days after submission.

Name of Bidder/Proposer/Prime: _____ **Name of DBE Firm:** _____

Project/Contract Name: _____ IFB/RFP Contract Number: _____

Does the undersigned DBE (Answer Accordingly):

Intend to perform subcontract work in connection with the above–mentioned project as a Joint Venture? Circle one. (**Yes or No**)

Intend to subcontract any portion of its scope of work to a DBE(s)? Circle one. (**Yes or No**)
If yes, DBE Sub-Primes must complete and submit Form AA. **At what percent? _____%**

Intend to subcontract any portion of its scope of work to a **Non-DBE(s)**? Circle one. (**Yes or No**)
If yes, must complete and submit Form AA2. **At what percent? _____%**

The undersigned will perform the following described work on the above-referenced project: (*Provide a detailed description of the type of work you will perform on your subcontract. Attach a copy of quote approved and signed by Bidder (optional)).*

_____

_____

Dollar Value of DBE Subcontract: $_____

Total Quantity/Units (if applicable): _____ **Per Unit Cost (if applicable): $**_____

The undersigned based the above scope of work and subcontract value on detailed project specs received from the Bidder contractor named above. Circle one. **(Yes or No)**

The Prime Contractor *projected* the following commencement and completion date for such work as follows:

DBE Contract Start Date: _____ DBE Contract Completion Date _____

The undersigned DBE will enter into a formal agreement for the above work with the Prime Contractor conditioned upon execution of a contract with NJ TRANSIT. As a DBE subcontractor, I will cooperate with the certification, compliance and monitoring process set forth by NJ TRANSIT. I attest that I will perform at least 51% of my subcontract with my own workforce for the referenced project.

Signature of 1st Tier DBE **Date** _____ **Title** _____

Print Name _____ **Telephone #:** _____

Form will be submitted by DBE firm within 5 days after submission

Failure to adhere to these instructions or the falsification of any information on this form shall result in breach of contract and subject to the appropriate penalties to be determined by NJ TRANSIT.

Certified Profile

CLOSE WINDOW

Print

Business & Contact Information

BUSINESS NAME	**Globe Electric Supply Co, Inc.**
OWNER	**Ms. Edna Douadi**
ADDRESS	**10902 Roark Road** **Houston, TX 77099**
PHONE	[redacted]
FAX	**281-933-1001**
EMAIL	[redacted]
WEBSITE	**http://www.globelectric.com**
COUNTY	**Houston (TX)**

Map This Address

Certification Information

CERTIFYING AGENCY	**New Jersey Transit**
CERTIFICATION TYPE	**DBE - Disadvantaged Business Enterprise**
CERTIFIED BUSINESS DESCRIPTION	**Merchant wholesaler of bus and rail transportation supplies, industrial supply and equipment, HVAC supplies, communications equipment, machinery instrumentation parts, computer equipment, safety equipment, electric and electronic parts, hardware tools, chemical supplies, CCTV equipment, motor vehicle parts and accessories.**

Commodity Codes

Code	Description
NAICS 423610	Electrical Apparatus and Equipment, Wiring Supplies, and Related Equipment Merchant Wholesalers
NAICS 423120	Motor vehicle parts and accessories, new, merchant wholesalers
NAICS 423390	Other Construction Material Merchant Wholesalers
NAICS 423410	Photographic equipment and supplies merchant wholesalers
NAICS 423420	Office equipment merchant wholesalers
NAICS 423430	Computer and Computer Peripheral Equipment and Software Merchant Wholesalers
NAICS 423440	Other Commercial Equipment Merchant Wholesalers
NAICS 423450	Medical, Dental, and Hospital Equipment and Supplies Merchant Wholesalers

NAICS 423620	Household Appliances, Electric Housewares, and Consumer Electronics Merchant Wholesalers
NAICS 423690	Other Electronic Parts and Equipment Merchant Wholesalers
NAICS 423710	Hardware Merchant Wholesalers
NAICS 423720	Plumbing and Heating Equipment and Supplies (Hydronics) Merchant Wholesalers
NAICS 423730	Warm Air Heating and Air-Conditioning Equipment and Supplies Merchant Wholesalers
NAICS 423740	Refrigeration Equipment and Supplies Merchant Wholesalers
NAICS 423830	Industrial Machinery and Equipment Merchant Wholesalers
NAICS 423840	Industrial Supplies Merchant Wholesalers
NAICS 423860	Transportation Equipment and Supplies (except Motor Vehicle) Merchant Wholesalers
NAICS 423910	Sporting goods and supplies merchant wholesalers
NAICS 424690	Other Chemical and Allied Products Merchant Wholesalers
NAICS 424720	Petroleum and Petroleum Products Merchant Wholesalers (except Bulk Stations and Terminals)
NAICS 424950	Paints (except artists') merchant wholesalers
NAICS 441310	Automotive parts and Accessories Stores
NAICS 444190	Electrical supply stores