



*John P. Kelly, Director  
Virginia E. Haines, Deputy Director  
Barbara Jo Crea, Commissioner  
Gary Quinn, Commissioner  
Joseph H. Vicari, Commissioner*

*Michael J. Fiure, Director, Management & Budget  
Jennifer L. Bowens, Purchasing Agent*

*County of Ocean  
Administration Building  
101 Hooper Avenue  
Toms River, NJ 08754*

***BID***  
***ROUTE 37 BUS SERVICE***

***2022***

***ADVERTISEMENT DATE: January 26, 2022  
OPENING: February 15, 2022, 11:00 am***

***Bid Category: 29- Transit Equipment and Related Services, Mass***

## ***NOTICE TO BIDDERS***

**NOTICE IS HEREBY GIVEN** that sealed bids for the furnishing and delivery of **ROUTE 37 BUS SERVICE** for the County of Ocean, will be received by the Purchasing Agent of the County of Ocean on **Tuesday, February 15, 2022 at 11:00 am**, prevailing time.

Bids may be received electronically via the [County's OpenGov Electronic Bid Portal \(https://secure.procurenow.com/portal/oceancounty/\)](https://secure.procurenow.com/portal/oceancounty/)

Specifications and form of proposal are on the **Procurement Portal (Link Below)** or available for viewing in the Department of Purchase, Room #224, Administration Building, 101 Hooper Avenue, Toms River, New Jersey. Direct all inquiries to Jennifer L. Bowens, Purchasing Agent.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and P.L. 1975 C. 127 (N.J.A.C. 17:27-1 et seq.) regarding equal employment opportunities and with the requirements of P.L. 1977 C.33 regarding corporate and/or partnership ownership.

Electronic Submission Site: <https://secure.procurenow.com/portal/oceancounty/>

The right to reject any and all bids is reserved in accordance with applicable law.

By order of the Board of Commissioners of the County of Ocean.

Signed:

**JOHN P. KELLY**, Director

**JENNIFER L. BOWENS**, Purchasing Agent

## ***CONTACT INFORMATION AND PROJECT TIMELINE***

### **Summary**

The purpose of this bid package is to provide the County of Ocean with a Contractor who will supply the materials or services described and specified herein.

### **Contact Information**

For further information regarding these specifications, contact

**Evan Johnson**

Senior Buyer

Email: [ocpurchasing@co.ocean.nj.us](mailto:ocpurchasing@co.ocean.nj.us)

Phone: [\(732\) 929-2101](tel:(732)929-2101)

**Department:**

Transportation

### **Timeline**

<b>Advertising Date</b>	January 26, 2022
<b>Bid Opening Date</b>	February 15, 2022, 11:00am Administration Building, 101 Hooper Ave., Room 119, Toms River, NJ, 08753

## ***IMPORTANT INSTRUCTIONS FOR ELECTRONIC SUBMITTAL***

### **Instructions for Electronic Bid Submission**

The County is accepting electronic bid submissions with ProcureNow by following these instructions:

Sign up for a FREE account at <https://secure.procurenow.com/signup>.

Once you have completed account registration, browse back to this page, <https://secure.procurenow.com/portal/oceancounty>.

Click on the bid of interest, then click "Draft Response".

Follow the instructions to submit the electronic bid.

It is important to note that this process should be completed well in advance of the bid deadline / bid opening. **DO NOT WAIT UNTIL THE LAST MINUTE.** The County's electronic submission system will not allow electronic bids to be submitted once the deadline has passed, even if you've already started the process. The deadline is based on the countdown timer found on the ProcureNow bid submission page.



## ***INSTRUCTIONS TO BIDDERS***

### **Bid Opening**

All bids will be opened publicly in the Administration Building, Room 119, 101 Hooper Avenue, Toms River, New Jersey, commencing at 11:00 am, prevailing time on Tuesday, February 15, 2022.

### **Electronic Bid Submissions**

Bids must be submitted electronically through Ocean County's Procurement Portal by the date and time stipulated in the Notice to Bidders.

### **Deadline Instructions**

The County will not be responsible for late bids, and no bids will be accepted if received after the time stipulated in the notice to bidders.

### **Completion of all Documents**

Bidders shall complete all documents and acknowledge all terms included with the bid package. All documents should be from this bid package and must not be dated or executed prior to the date of advertising. Failure to follow these instructions is cause for rejection.

### **Right to Reject**

The County reserves the right to reject all bids in accordance with N.J.S.A. 40A:11-13.2, to waive any informalities in the bid and to accept the lowest responsible bid in accordance with applicable law.

### **Bidder Default**

In case of default by the bidder or contractor, the County of Ocean may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby.

### **Indemnity**

The bidder, if awarded a contract, agrees to protect, defend and save harmless the County against any damage for payment for the use of any patented material process, article or device that may enter into the manufacture, construction or form a part of the work covered by either order or contract, and he further agrees to indemnify and save harmless the County from suits or actions of every nature and description brought against it, for, or on account of injuries or damages received or sustained by any party or parties by, or from any of the negligent acts of the contractor, his servants or agents.

**Specifications**

It is to be understood by the bidder that this bid is submitted on the basis of specifications prepared by the County and the fact that any bidder is not familiar with these specifications or conditions will not be accepted as an excuse.

**Bid Security**

NO BID SECURITY

**Performance Bond**

NO PERFORMANCE BOND

**Pricing Proposal**

Bidders must use the pricing proposal provided in the bid specifications. Failure to use the pricing proposal in the bid specifications shall be cause for rejection of the bid.

**Pricing**

Insert prices for furnishing all of the material and/or labor described or required. Prices shall be net, including any charges for packing, crating, containers, etc. and all transportation charges fully prepaid by the contractor F.O.B. destination and placement at locations specified by the County. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the vendor's convenience when a single shipment is ordered.

**Payment**

Payments will be made upon the approval of vouchers submitted by the successful bidders in accordance with the requirements of the Board of Commissioners and subject to the Board of Commissioners customary procedures. The County will not pay interest or late fees regardless of language provided.

**Discrepancy in Pricing**

In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the OWNER of the extended totals shall govern.

**Award Timeframe**

Award will be made by Ocean County Board of Commissioners within sixty (60) days after receipt of bids.

**Equal or Tie Bids**

The County of Ocean reserves the right to award at their discretion to any one of the tie bidders where it is most advantageous for the County to do so, pursuant to N.J.S.A. 40A:11-6.1.

**Tax Exempt**

The County of Ocean is exempt from any State sales tax or Federal excise tax.

**Equivalent Product**

For purpose of evaluation where an equivalent product is being furnished, bidder must indicate any variation to our specifications no matter how slight. If no variations are indicated, it will be construed that the bid fully complies with our specifications.

**Quantities**

Quantities shown are approximate and the County reserves the right to decrease or omit quantities. The County will not consider minimums placed on order quantities. The County also reserves the right to increase quantities to twenty (20) percent of the maximum quantities listed at the unit price bid, in accordance with N.J.A.C. 5:30-11.3.

**Delivery of Goods and Services**

Delivery shall be made upon receipt of a Purchase Order issued by the Ocean County Department of Purchase, upon which delivery locations and needed quantities shall be indicated.

**American Goods and Products**

All contractors must comply with the provisions of New Jersey Statute Title 40A:11-18, when applicable.

**Market Conditions**

Due to the fact that goods provided by this solicitation and the current economic conditions are in a volatile state, the County will allow the Contractor to request a price adjustment outside the normal contract renewal process **only if it can be demonstrated and documented that on a national basis the goods solicited and utilized have experienced a significant cost increase since the date of contract award.**

Such events shall be industry wide and cause all related product prices to be effected. **All price adjustment requests must be in writing and submitted to the Ocean County Purchasing Department for approval.** If approved, the Contractor will provide the County with revised pricing. The Contractor may not request an additional increase for a period of three (3) months from the prior request.

**Assignment**

This agreement shall not be assigned without the written consent of the County of Ocean.

**NJ One Call**

By presenting a bid, contractor declares that he is aware of and, if required, will comply with the requirements of the "Underground Facility Protection Act (Public Law 1994, Chapter 118)" prior to commencing any intended excavation. The telephone number to call is 1-800-272-1000.

### **Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48 et seq**

The bidder must comply with the provisions of "The Public Works Contractor Registration Act", if applicable.

- All named contractors must be registered with the Department of Labor and Workforce Development pursuant to the Public Works Contractor Registration Act at the time the proposal is received, or the proposal will be determined to be non-responsive.
- Any non-listed contractor must be registered with the Department of Labor and Workforce Development prior to physically starting work. It is the responsibility of the General Contractor to insure that all non-listed sub-contractors comply.
- Contractors are encouraged to submit their and all named sub-contractors' Public Works Contractor Registration Certificates with the bid.

### **Prevailing Wage & Labor Laws**

The New Jersey Prevailing Wage Act (P.L. 1963, Chapter 150) and provisions of the State Labor Laws must be complied with by the successful bidder, if applicable. The current Prevailing Wage Rates can be found online at <https://lwdwebpt.dol.state.nj.us/archivewages/210152831-ocean-7-28-20.pdf>

### **New Jersey Business Registration Requirements**

Pursuant to N.J.S.A. 52:32-44, Ocean County ("Contracting Agency") is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract 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 contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).**

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to 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 contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) the contractor and any subcontractor 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>.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

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 a contracting agency.

### **Pay to Play Requirements**

Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

### **Statement of Ownership**

The provisions of N.J.S.A. 52:25-24.2 applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships, and Subchapter S corporations.

### **Certification of Non-Involvement in Prohibited Activities in Iran**

Certification of Non-Involvement in Prohibited Activities in Iran. Pursuant to N.J.S.A. 52:32-58, the proposer must certify that neither the proposer, nor one of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the proposer is unable to so certify, the proposer shall provide a detailed and precise description of such activities. Prior to contract award or authorization, the contractor shall provide the Contracting Agency with a completed Certification on Non-Involvement in Prohibited Activities in Iran.

### **Insurance Requirements**

The contractor shall maintain primary insurance to protect against all claims under Workmen's Compensation, Comprehensive General Liability and Automobile. Except for Workmen's Compensation, all coverage shall apply as primary coverage with respect to any other insurance or self-insurance program afforded to the County. There shall be no endorsement or modification of this coverage to make it excess over other available insurance/coverage; alternatively, if the CGL and umbrella, excess of reinsurance states that it is pro rata, it shall be endorsed to be primary with respect to the County. Primary Coverage shall be subject to approval for adequacy of protection as per the following limits:

### **Worker's Compensation**

1. Limits according to Worker's compensation Laws of the State of New Jersey.

2. Contractor's Liability not less than \$100,000.

**Comprehensive General Liability**

1. Bodily Injury - \$500,000 per person; \$1,000,000 per occurrence.
2. Property Damage - \$1,000,000 per occurrence.

**Comprehensive General Liability Details**

Comprehensive Automobile Liability shall include the following:

Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident and including coverage for all of the following:

- A. Liability arising out of the ownership, maintenance or use of any auto;
- B. Auto non-ownership and hired car coverage.
- C. Contractor's Worker's Compensation, Comprehensive General Liability and
- D. Comprehensive Automobile Liability arising out of subcontractor's operations shall be identical as that listed above.

**Proof of Insurance**

Copies of each insurance certificate shall be furnished to the County when requested.

***AWARD METHOD***

Contract will be awarded on a lump sum basis.

## ***VENDOR QUESTIONNAIRE***

### **Signature Page\***

The information on this page will be used to process contract documents and ensure your BRC is valid. Please make sure the address on this page is the address you want your contract mailed to.

Please complete the form by clicking on the link. **Make sure that the email you complete the form with matches the email of your vendor account.**

**NOTE:** In order to access the forms available in this question, you must click on the green "Draft Response" button in the top left. Once you click the "Draft Response" button, the ability to access DocuSign to view the forms becomes available.

***You must access DocuSign, input your name and email and agree to the terms in order to access the forms.***

Once you have accessed the forms, you will see three lines (the menu) in the top left corner of the DocuSign window. Clicking the menu you will give you the ability to download or print the forms.

***Please note: The County's preferred method of submission is DocuSign.***

[Click here to go to the form](#)

\*Response required

### **Copy of Bidder's New Jersey Business Registration Certificate**

Please use this area to upload your company's BRC.

Use this link to verify your company's BRC:

[https://www1.state.nj.us/TYTR\\_BRC/jsp/BRCLoginJsp.jsp](https://www1.state.nj.us/TYTR_BRC/jsp/BRCLoginJsp.jsp)

Please note that a BRC is not required at the time of bid submission but shall be required prior to the award of a contract.

### **Mandatory Equal Employment Opportunity Statement\***

Does the BIDDER comply with the [#Mandatory Equal Employment Opportunity Statement?](#)

Yes

No

\*Response required

### **Americans with Disabilities Act Provisions\***

Does the BIDDER comply with the [#Americans with Disabilities Act Provisions?](#)

Yes

No

\*Response required



**BID DOCUMENTS TO BE EXECUTED\***

Documents include:

- Non Collusion Certification
- Affirmative Action Questionnaire
- Statement of Ownership (N.J.S.A. 52:25-24.2) (Mandatory Document)

FAILURE TO SUBMIT ANY OF THESE DOCUMENTS MAY BE CAUSE FOR REJECTION OF BID.

**Please complete the form by clicking on the link. Make sure that the email you complete the form with matches the email of your vendor account.**

**NOTE:** In order to access the forms available in this question, you must click on the green "Draft Response" button in the top left. Once you click the "Draft Response" button, the ability to access DocuSign to view the forms becomes available.

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[Click here to go to the form](#)

\*Response required

**Requested Documents Pertaining to Affirmative Action**

**Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, a Contractor should present one of the following to the County of Ocean:**

- (a) An existing federally approved or sanctioned affirmative action program.
- (b) A New Jersey Certificate of Employee Information Report Approval.
- (c) If the Contractor cannot present "a" or "b", the Contractor is required to submit a completed Employee Information Report (Form AA302). This form will be made available to the Contractor by the County of Ocean.**

QUESTIONS BELOW MUST BE ANSWERED BY ALL CONTRACTORS:

1. Do you have a Federally approved or sanctioned Affirmative Action Program?

**If yes, please upload a photocopy of such approval.**

2. Do you have a State of New Jersey "Certificate of Employee Information Report" approval?

**If yes, please upload a photocopy of such certificate.**

## **Certification of Non-Involvement in Prohibited Activities in Iran**

### **CERTIFICATION IS REQUIRED PRIOR TO CONTRACT AWARD**

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 otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or 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. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. If the Director finds a person or entity to be in violation of 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.

Please fill out the below Powerform. **You must use the same name and email address you used when logging in to ProcureNow.**

**The Disclosure of Investment Activities in Iran Statement is not a mandatory document and is not required at the time of bidding. However, this form will be required prior to the award of any contracts.**

**NOTE:** In order to access the forms available in this question, you must click on the green "Draft Response" button in the top left. Once you click the "Draft Response" button, the ability to access DocuSign to view the forms becomes available.

***You must access DocuSign, input your name and email and agree to the terms in order to access the forms.***

Once you have accessed the forms, you will see three lines (the menu) in the top left corner of the DocuSign window. Clicking the menu you will give you the ability to download or print the forms.

***Please note: The County's preferred method of submission is DocuSign.***

[Click here to go to the form](#)

### **Contractor's Data Sheet\***

As evidence of the bidder's qualifications, (s)he shall be required to submit with this bid proposal information requested on the Contractor's Data Sheet.

Please complete the form by clicking on the link. Make sure that the email you complete the form with matches the email of your vendor account.

**NOTE:** In order to access the forms available in this question, you must click on the green "Draft Response" button in the top left. Once you click the "Draft Response" button, the ability to access DocuSign to view the forms becomes available.

***You must access DocuSign, input your name and email and agree to the terms in order to access the forms.***

Once you have accessed the forms, you will see three lines (the menu) in the top left corner of the DocuSign window. Clicking the menu you will give you the ability to download or print the forms.

**Please note: The County's preferred method of submission is DocuSign.**

[Click here to go to the form](#)

\*Response required

**TECHNICAL PROPOSAL - ROUTE 37 BUS SERVICE\***

Please download the below documents, complete, and upload.

**Read each item thoroughly.** Certain items within this Technical Proposal Guideline require bidders to upload schedules and route maps. Please upload those documents here along with your technical proposal.

Contracts will only be awarded to bidders who have provided all necessary documents as required in the Technical Proposal Guideline attached. This form shall be used to provide the County with the information requested. ***Should you need additional room, you may upload additional documents.***

- [ROUTE 37 BUS SERVICE 2022 -...](#)

\*Response required

**SUPPLEMENTARY COST PROPOSAL DOCUMENTS\***

**Please complete the Supplementary Cost Proposal Documents for ROUTE 37 BUS SERVICE.**

**These forms must be completed in order to be considered for award.**

**NOTE:** In order to access the forms available in this question, you must click on the green "Draft Response" button in the top left. Once you click the "Draft Response" button, the ability to access DocuSign to view the forms becomes available.

***You must access DocuSign, input your name and email and agree to the terms in order to access the forms.***

Once you have accessed the forms, you will see three lines (the menu) in the top left corner of the DocuSign window. Clicking the menu you will give you the ability to download or print the forms.

**Please note: The County's preferred method of submission is DocuSign.**

[Click here to go to the form](#)

\*Response required

**Experience\***

Submit with bid, the following:

1. A brief narrative statement of the general history, experience and capabilities of the organization which it feels qualifies it to provide the requested transit service.
2. If the Operator has an existing State operating permit, a copy is to be provided with its bid and the Operator is to furnish a map of the permitted area of authorization.

3. The Operator is to provide with its bid a summary of all vehicles, equipment and facilities owned or held by the organization available for use in the County transit system. The summary shall be a specific vehicle inventory and must include the vehicle's age, mileage, type, seating capacity, special equipment (such as a ramp, lift or radio) and an indication as to which route the vehicle will be assigned. The most recent copy of each vehicle's Department of Transportation (DOT) inspection report must also be included.
4. The Operator shall, in the proposal package, provide a description of its experience and ability to provide local bus services. If the Operator has previously operated a service similar to that described herein, the Operator shall supply a description of such service.
5. The Operator shall provide with its bid the name and position in its organization of the person who will have ultimate responsibility and accountability for the contract.
6. The Operator shall submit a list of ALL current and past contracts for the provision of bus service within the past five years, with Ocean County, 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. Ocean County, at its sole discretion, will contact a representative sample of the customer references provided. The results of this reference check will be considered when scoring each Operator's technical proposal.

\*Response required

**Personnel Information\***

1. The Operator shall provide 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 Operator shall indicate the number of hours that each of the management and supervisory personnel will exclusively devote each week to this service. Ocean County may terminate the contract due to the Operator's unavailability of proposed personnel.
2. The Operator shall provide the name, title, business address, telephone and cell phone number of the responsible individual(s), who may be contacted during the technical proposal evaluation period for further clarification of the Operator's submission.

\*Response required

**ADA Certification\***

Please download the below documents, complete, and upload.

- [ANNUAL CERTIFICATION OF COM...](#)

\*Response required

**Ethics Certification\***

Please download the below documents, execute them in their entirety, and upload.

- [ANNUAL CERTIFICATION OF COM...](#)

\*Response required

**References\***

Upload your company's references for similar contracts held.

\*Response required

**ADDITIONAL VENDOR DOCUMENTATION**

Please submit any additional information you wish to be considered as part of your bid package.

**Acknowledgement of Submission of Forms from Current Bid Package\***

Bidders shall complete all documents and acknowledge all terms included with the bid package. All documents should be from this bid package as forms change frequently and the most updated forms are provided in this specification. The forms must not be dated or executed prior to the date of advertising. Failure to follow these instructions is cause for rejection.

Please confirm

\*Response required

**Submission of Bid Package\***

By submitting a response to this solicitation, the Vendor understands and acknowledges that all required documents to this solicitation must be submitted and that failure to do so may be cause for rejection.

Bidder also understands that only one (1) bid submission shall be considered. Please DO NOT Submit a manual bid response. Submitting a manual response in addition to the electronic response is cause for rejection of your bid.

Please confirm

\*Response required

## ***MANDATORY EQUAL EMPLOYMENT OPPORTUNITY***

**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**

**N.J.A.C. 17:27**

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

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will 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.

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
- Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](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 at N.J.A.C. 17:27.**

## ***AMERICANS WITH DISABILITIES ACT***

### Equal Opportunity For Individuals With Disabilities

The CONTRACTOR and the COUNTY do hereby agree that the provisions of title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the COUNTY pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the COUNTY in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect and save harmless the COUNTY, its agents, servants and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the COUNTY'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the COUNTY which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the COUNTY or if the COUNTY incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The COUNTY shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the COUNTY or any of its agents, servants and employees, the COUNTY shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the COUNTY or its representatives.

It is expressly agreed and understood that any approval by the COUNTY of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect and save harmless the COUNTY pursuant to this paragraph.

It is further agreed and understood that the COUNTY assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provision of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the COUNTY from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.



## ***INTENT***

### **CONTRACT TERMS**

The contract shall be for two (2) years from date of award, or until delivery is complete unless otherwise stated. The County reserves the right to extend the term of the contract pursuant to N.J.S.A. 40A:11-15. The County reserves the right to extend the contract for one (1) additional year by mutual agreement between the County and the Contractor with no increase in base price.

### **INTENT**

The purpose of this bid package is to provide the County of Ocean with a Contractor who will supply the materials described and specified herein.

### **NO ASSIGNMENT**

This agreement shall not be assigned without the written consent of the County of Ocean which consent shall not be unreasonably withheld. Assignee shall promptly prepare and complete such documents as the County shall require.

### **OWNERSHIP DISCLOSURE**

All contractors shall comply with all laws governing the disclosure of all stockholders or partners, as included in N.J.S.A. 52:25-24.2.

### **BID REVIEW**

Bids may be reviewed once the bid meeting has concluded. Additionally, bid results are available in the Ocean County Purchasing Department on the day following the openings for any interested party that may wish to review them.

### **EVALUATION**

The quality of the equipment supplied, their conformity with the specifications, their suitability to requirements, delivery terms, guaranty clauses, price of the materials shall all be taken into consideration. Where equivalent equipment is offered, the County will determine if the proposed item is equal or better than that specified.

### **AVAILABILITY OF FUNDS**

The County's obligation hereunder is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the County for payment of any money shall arise unless, and until funds are made available each year to the Ocean County Purchasing Agent.

### **MODIFICATIONS AND WITHDRAWALS**

Bids may be withdrawn from the bidder prior to the time fixed for opening. No right for withdrawal exists after the bid has been opened. Written request for withdrawal shall be signed by the bidder or proper corporate officers.

### **USE OF OTHER NAMES AND REFERENCES**

Unless otherwise stated, the use of manufacturers' names and product numbers are for descriptive purposes, and establishing general quality levels only. They are not intended to be restrictive. Bidders are required to state exactly what they intend to furnish, otherwise it is fully understood that they shall furnish all items as stated.

### **QUALITY**

The materials and supplies called for herein, shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to rigid examinations and standardization. Items not meeting these requirements shall be replaced at no cost to the County upon due notice of deficiency.

### **WARRANTY**

Manufacturer's warranty shall apply.

### **AVAILABILITY AND DELIVERY**

The bidder should indicate the number of days required for the delivery After Receipt of Order (A.R.O.). If not submitted with the bid proposal, the County reserves the right to request this information prior to the award of contract.

### **TRANSITIONAL PERIOD**

In the event services are terminated by contract expiration or by voluntary termination by either the Contractor or the County of Ocean, the Contractor shall continue all terms and conditions of said contract for a period not to exceed one (1) month at the County's request.

### **CURRENT BID RESULTS**

If there is a current contract in place for this bid, those results may be obtained by accessing our legacy portal at the below link:

<http://webhost.co.ocean.nj.us/ocbidportal.nsf>

Once you have clicked the link, click "Formal Bids", "Awarded Formal Bids". There you will be able to see all active contracts.

## ***SPECIFICATIONS AND SCOPE OF WORK***

### **ROUTE 37 BUS SERVICE**

See "Attachments", "Project Documents" for detailed specifications

## ***PRICING PROPOSAL***

### **ROUTE 37 BUS SERVICE - YEARS 1 AND 2**

See the Vendor Questionnaire for additional documents related to Cost that need to be completed in order for your submission to be considered complete. Quantity is for summation purposes only. Total Lump Sum of Costs should be considered for all line items. End the Lump Sum of costs for the year in the "Cost" Column.

Line Item	Description	Quantity	Unit of Measure	Cost	Total	No Bid	Comments:
<b>OPERATING STATISTICS</b>							
<b>YEAR 1 - ANNUAL OPERATING COSTS</b>							
1	Transportation	1	LS				
2	Maintenance	1	LS				
3	Facility/Garage	1	LS				
4	Administration	1	LS				
5	Profit/Fee	1	LS				
<b>YEAR 2 - ANNUAL OPERATING COSTS</b>							
1	Transportation	1	LS				
2	Maintenance	1	LS				
3	Facility/Garage	1	LS				
4	Administration	1	LS				
5	Profit/Fee	1	LS				
<b>TOTAL</b>							

### **ROUTE 37 BUS SERVICE - OPTIONAL YEAR 3 EXTENSION**

See the Vendor Questionnaire for additional documents related to Cost that need to be completed in order for your submission to be considered complete. Quantity is for summation purposes only. Total Lump Sum of Costs should be considered for all line items. End the Lump Sum of costs for the year in the "Cost" Column.

Line Item	Description	Quantity	Unit of Measure	Cost	Total	No Bid	Comments:
<b>OPERATING STATISTICS</b>							
<b>YEAR 3 - ANNUAL OPERATING COSTS</b>							
1	Transportation	1	LS				

Line Item	Description	Quantity	Unit of Measure	Cost	Total	No Bid	Comments:
2	Maintenance	1	LS				
3	Facility/Garage	1	LS				
4	Administration	1	LS				
5	Profit/Fee	1	LS				
<b>TOTAL</b>							

**ROUTE 37 BUS SERVICE WITHIN OCEAN COUNTY UNDER THE NEW JERSEY JOB ACCESS AND REVERSE COMMUTE PROGRAM****SPECIFICATIONS****I. GENERAL INFORMATION****A. INTRODUCTION**

Ocean County is soliciting, through this Invitation for Bids (IFB), bids from qualified bus operators to provide Route Deviation Service outlined in the following sections, in accordance with NJAC 16:85 rules for Contracting Policies and Procedures which govern this IFB. Ocean County proposes to enter into a contract with an operator to provide local bus service along Route 37 in Ocean County. This service has been provided for the past fifteen years.

During 1998, the Ocean County Department of Transportation and Vehicle Services conducted an extensive review of existing, County-run transportation services. County staff prepared a grant application to NJ TRANSIT for the New Jersey Job Access and Reverse Commute Program (NJ-JARC) to fund expanded transportation services, which has greatly improved transportation opportunities for WFNJ participants in Ocean County.

The purpose of the program is to provide improved transportation opportunities to residents in accessing employment, job training opportunities and other transit routes in the County. A bidder with lift equipped vehicles should identify this equipment on the vehicle inventory summary.

Service under this program will be directed to two user groups, WorkFirst clients and the general public, which includes senior citizens and disabled residents. A key recommendation of the County plan was to match the appropriate type of transit service by targeting high concentrations of WorkFirst clients living in a central geographic area (origin) with large employers located along the Route 37 corridor (destination). Route Deviation Service will link existing centers of WorkFirst participants with large employment, hospital, governmental and transit facilities.

The transportation system will be funded from Local and State sources. The successful operator will be required to cooperate with the County to administer specific reporting materials regarding the operation of the system.

The bidder(s) selected will be awarded a two (2) year contract to provide Route Deviation Service as described in this IFB. Based on availability of funds, the County of Ocean reserves the right to extend the contract for one (1) additional one-year option. The contract period will commence April, 2022.

**Bid Schedule**

<u>TASK</u>	<u>DATE</u>
1. Issue Invitation for Bid	January 26, 2022
2. Bid Opening	February 15, 2022 at 11:00 a.m.

**No bids will be accepted after 11:00 a.m. on February 15, 2022.**

3. Anticipated Contract Award	By March 31, 2022
4. Estimated Start of Route Deviation Service	<u>April</u> , 2022

The County may postpone any scheduled date if, in the judgment of the County, such postponement is in the best interest of the County in accordance with applicable law.

***County Representative***

The Official County of Ocean representative for the program and operations will be Mr. David L. Fitzgerald, Director, Ocean County Department of Transportation Services, or his designee. After contract award the County will, at all times, have access to the Operator’s facilities, equipment and records. The Operator will designate an individual or individuals as its representative for the duration of the project.

Questions regarding the proposal may be asked through the Procurement Portal on which the bid is hosted. Questions will be directed to David L. Fitzgerald, Director, Ocean County Department of Transportation.

**B. LENGTH OF CONTRACT AND TERMINATION OF SERVICE**

The contract shall be in effect for two (2) years from date of award, unless otherwise notified by the County in writing. Based on availability of funds, the County of Ocean reserves the right to extend the contract for one (1) additional year, for which pricing was requested, upon mutual agreement between the County and the Contractor.

**C. DEFINITION OF TERMS**

**Contract Hours**- defined as the total scheduled service hours (revenue hours, recovery hours and applicable deadhead hours) exclusive of deadhead hours required to transport the vehicle from the Carriers' 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.

**Contract Miles**- defined as the total scheduled service miles (revenue miles, recovery miles and applicable deadhead miles) exclusive of deadhead miles required to transport the vehicle from the Operator’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 Operator’s garage, for each bus used in operation.

**Route Deviation Service** - defined as service that will allow deviation of the vehicle from its designated route up to 1 block on either side of the published bus route for customers requesting service between 8:30 a.m. and 2:00 p.m. one day in advance. The bus shall return to the point at which it deviated from the route. No more than one deviation may be made per vehicle run, as specified in Ocean Ride Route Deviation Policy (Appendix A, Exhibit B).

**C. DEFINITION OF TERMS (CONT'D)**

**Unit Cost Per Mile** - defined as the sum of all relevant mileage costs divided by contract miles.

**Unit Cost Per Hour** - defined as the sum of all relevant hourly costs divided by contract hours.

**Other Costs** - defined as 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.”

**II. REQUIREMENTS****A. PROPOSAL FORMAT AND REQUIREMENTS**

Bids shall be submitted on the forms furnished, and shall be submitted *electronically only*. Manual submissions are NOT accepted. Bids containing any conditions, omissions, unexplained modifications or alterations or items not called for in the proposal, or irregularities of any kind, may be rejected by the County.

The name of each person signing the bid offer shall also be typed or printed below the signature. A bid by a person who affixes to this signature the word “President”, “Secretary”, “Agent”, or other designation, without disclosing the principal, may be held to the bid of the individual signing.

**1. Technical Proposal**

Failure by the Operator to respond completely to the Technical Proposal portion will permit **Ocean County**, at its discretion, to reject the Operator’s proposal.

**a. Experience**

In addition to furnishing proposals for the services to be performed, each Operator will provide the following:

1. A brief narrative statement of the general history, experience and capabilities of the organization which it feels qualifies it to provide the requested transit service.
2. If the Operator has an existing State operating permit, a copy is to be provided with its bid and the Operator is to furnish a map of the permitted area of authorization.
3. The Operator is to provide with its bid a summary of all vehicles, equipment and facilities owned or held by the organization available for use in the County transit system. The summary shall be a specific vehicle inventory and must include the vehicle’s age, mileage, type, seating capacity, special equipment (such as a ramp, lift or radio) and an indication as to which route the vehicle will be assigned. The most recent copy of each vehicle's Department of Transportation (DOT) inspection report must also be included.
4. The Operator shall, in the proposal package, provide a description of its experience and ability to provide local bus services. If the Operator has previously operated a service similar to that described herein, the Operator shall supply a description of such service.
5. The Operator shall provide with its bid the name and position in its organization of the person who will have ultimate responsibility and accountability for the contract.
6. The Operator shall submit a list of ALL current and past contracts for the provision of bus service within the past five years, with Ocean County, 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. Ocean County, at its sole discretion, will contact a representative sample of the customer references provided. The results of this reference check will be considered when scoring each Operator’s technical proposal.



**b. Personnel:**

1. The Operator shall provide 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 Operator shall indicate the number of hours that each of the management and supervisory personnel will exclusively devote each week to this service. Ocean County may terminate the contract due to the Operator's unavailability of proposed personnel.
2. The Operator shall provide the name, title, business address, telephone and cell phone number of the responsible individual(s), who may be contacted during the technical proposal evaluation period for further clarification of the Operator's submission.

**c. Garage Facility:**

The Operator should provide complete information requested on Pages 8-9 of "APPENDIX B," pertaining to Garage Facilities. The Operator may add any additional information to provide a better understanding of the facilities to be provided.

**d. Maintenance Program:**

Describe fully the preventive maintenance program and procedures that will be utilized in the operation of this service. Include the scope of work to be performed, service intervals, inspection procedures, handling of daily defects, road failures and maintenance record keeping. **COPIES OF ALL INSPECTION AND MAINTENANCE FORMS MUST BE PROVIDED.** *Upload these documents to the Vendor Questionnaire*

**e. Financial Capability:**

Attach most recent certified financial statement for operating company. (If newly formed venture, attach statement pertaining to parent company). Failure by the Operator to provide recent financial statements and other information to enable Ocean County to determine the financial capability of the Operator will permit Ocean County, at its discretion, to reject the Operator's bid.

**2. Cost Proposal**

The cost proposal must be sealed and prepared in accordance with the instructions in the Cost Proposal Package (Appendix C). The Operator shall furnish a cost proposal, on the forms provided in the cost proposal package, for each of the periods: April 1, 2022 to March 31, 2023; April 1, 2023 to March 31, 2024; and April 1, 2024 to March 31, 2025 in the cost proposal package. The cost proposal, including all three (3) periods listed above, covers the full three-year term (initial two (2) year contract plus one (1) optional year). Each cost proposal shall be evaluated based on the feasibility of the Operator performing the service outlined in this IFB, including all operational and maintenance costs, within the cost structure outlined in the cost proposal. Ocean County reserves the right to reject any proposal for which it determines that the cost structure will not allow for the realistic accomplishment of the service outlined in this IFB.

**B. BID SUBMISSION REQUIREMENTS**

Failure to follow the procedures and submit the required information on the forms provided or in an exact format set forth for filing the Cost Proposal will permit Ocean County, at its discretion, to reject the cost proposal by an Operator.

**Completion of Bid Proposal Forms** – The bidder will be held to his bid as submitted. No error in computation will relieve him of responsibility to perform in accordance with the prices on his bid form as submitted.

1. Non-Collusion Certification – A “Non-Collusion Certification” shall be completed and submitted with all bid proposals.
2. Corporate Ownership Statement (N.J.S.A. 52:25-24.2) – Any corporation or partnership submitting a bid must include in the bid proposal package a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock, of any class or of all individual partners in the partnership who own a ten percent or greater interest therein, as the case may be. If one or more such stockholder or partner is itself a corporation or partnership, the stockholder holding ten percent or more of that corporation’s stock, or the individual partners owning ten percent or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, exceeding the ten percent ownership criteria, has been listed.
3. Compliance with Chapter 127 of the Public Laws of 1975 (Affirmation Action) – The bidder shall sign the form enclosed indicating he has read the material dealing with his obligations under the cited statute and indicating that he will comply fully with the requirements as established.
4. Certification of Non-Involvement in Prohibited Activities in Iran.
5. Acknowledgement of Receipt of Addenda or Revisions (If Issued)
6. ADA Affidavit
7. Ethics Certification

**C. AWARD OF CONTRACT**

The County is seeking bids for a private operator to provide all labor, material, equipment and services required to operate a Route Deviation Service to the specified area of Ocean County. Each operator bidding upon this contract shall provide a unit price for the described on a per-hour, and a per diem basis, based on hours operated on the route, only.

Vehicle hours will begin at the starting time designated by the County. Vehicle hours will end for a routed service at the end of the route. Vehicle miles will be computed from the same starting and ending points by route. The County will not pay for time or deadhead mileage from the base of operation to the actual service area. The County reserves the right to make such investigation as it deems necessary to determine the ability of a bidder to perform the work, and bidder shall furnish to the County all such information and data for this purpose. The County reserves the right to reject any bid if the evidence submitted by or investigations of such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work.

The contracting unit shall award the contract or reject all bids within such time as may be specified in the invitation to bid, but in no case more than sixty (60) days, except that the bids of any bidders who consent thereto may, as the request of the contracting unit, be held for consideration for such longer period as may be agreed.

The bidder to whom the contract has been awarded shall within twenty-one (21) days of the date of notification of award:

- (a) Execute and deliver to the County three (3) copies of the contract.
- (b) Furnish satisfactory evidence of insurance as required in these specifications.

All terms in this proposal in its entirety, along with plans, specifications, bid forms and other documents submitted by the bidder, shall constitute the agreement for the proposed work and shall be binding upon all parties in full.

### III. OPERATOR RESPONSIBILITIES

The selected operator of the Route Deviation Service, defined by Ocean County Department of Transportation Services, will have three major responsibilities for the system's operation.

#### A. TRANSIT SERVICES

The Operator will:

1. Operate the designated transportation service according to operating policies and standards provided by Ocean County. The route schedules are provided in Appendix A, Exhibit A.
2. Hire, train and supervise drivers and monitor their performance. If the County schedules sensitivity and passenger assistance training in dealing with senior and disabled individuals, the Operator shall require its drivers to attend such sensitivity training sessions at no additional cost or expense to the County. Training will not exceed eight (8) hours. Training requirements will reflect the degree of training provided by the Operator regarding safe operation of the vehicle, passenger handling, the lift and wheelchair securement.
3. Maintain a list of qualified substitute drivers so that driver absenteeism does not affect service provision.
4. Meet with the County on a regularly scheduled monthly basis to assess service performance.

#### B. FLEET MANAGEMENT

The Operator will:

1. Provide sufficient, suitable and capable lift-equipped vehicles to meet all service requirements. The Operator shall maintain sufficient spare equipment and employ an available procedure to provide a backup vehicle immediately as needed. In the event of a disruption in service due to disability of driver, mechanical failure or damage to the buses, the Operator shall make all efforts to restore full service as quickly as possible. The County may reduce or withhold payments for failure to provide service.
2. The Operator will provide a fleet of lift-equipped vehicles with a unified appearance. All vehicles operating under this program must be identified in a manner acceptable to the County. The County reserves the right to approve color schemes and to require appropriate identification for any vehicle used under this program.
3. Each vehicle shall be appropriately registered in the State of New Jersey and shall comply with all inspection requirements. Each vehicle will meet NJ DOT Office or Regulatory Affairs requirements for vehicles in fare service to the public.
4. The Operator will comply to the fullest extent with Ocean County should the decision be made to install on board equipment such as, but not limited to: Drive-Cam video equipment or upgraded fare collection systems.
5. Provide complete maintenance for all vehicles used on the system. This shall include but not be limited to:
  - A. Daily vehicle checks on lights, flashers, wipers, air conditioning, heater, brakes, fuel, oil, tires, lifts and securements;
  - B. Perform regular routine maintenance.

- C. Perform major maintenance at appropriate times or mileage intervals;
- D. Do all mechanical, electrical, exhaust system, brakes, suspension and tire repairs;
- E. Maintain and repair vehicle bodies and interior so as to attain expected use for the life of the vehicle.

The Operator will complete the vehicle checklist provided by the County, or an approved alternative checklist, on a daily basis. Vehicle maintenance work performed shall be reported to the County at each monthly meeting. Accidents which result in a fatality or passengers requiring transport to a medical facility, or where the vehicle receives disabling damaged and must be removed from service shall be reported immediately upon occurrence. Vehicle operator and any others that could have contributed to the accident must be tested for substance abuse.

### **C. RECORDING AND REPORTING**

The Operator shall be required to perform the following tasks:

1. Direct and perform all operations of the systems including scheduling drivers and maintenance tasks.
2. The County will furnish information to the Operator regarding recording and reporting procedures. The Operator will permit free access of the County's authorized representative at all reasonable times to all facilities, data and records relating to the operation of this service contract. The County reserves the right to examine and audit these records and to make inspections of all facilities, work, data, documents and activities. The Operator will schedule an annual audit for this contract and will forward a copy of the report to the County's authorized representative. All records pertaining to this agreement will be maintained by the Operator for a period of three (3) years after completion of the contract.
3. Prepare monthly payment vouchers and/or invoices on an official County form. A sample voucher is shown in Appendix A, Exhibit E.
4. Ridership will be reported to Ocean County on a daily basis by fax or electronically. The daily reporting form is shown in Appendix A, Exhibit G.
5. The following information will be made available to the County prior to commencement of service, and on request throughout the contract period:
  - (a) Fleet Inventory – Make, model, year, color, passenger capacity, serial number, license number, registration number and expiration date, inspections by State, insurance card number and expiration date and specialized equipment including accessibility equipment (lifts and securements).
  - (b) Service and Maintenance Record – This may include such items as miles per month, regular service, parts, repair service, road calls and accident damage.
6. The County will provide the Operator with complaint and incident forms to be used for each complaint/incident. All complaints and incidents will be forwarded to the County within three (3) days.

### **D. REQUIRED INSURANCE**

The Operator will furnish certificates of Insurance indicating that he has insurance as follows:

1. Workmen's Compensation Insurance and Employer Liability Insurance.
2. General public liability insurance for injury, death and property damage to cover service operation. Coverage shall include personal injury insurance in the minimum amount of \$5,000,000.00 Combined Single Limit (CSL). Certificates of Insurance shall be provided to the County on or before the effective date of this agreement.
3. The policy of insurance will name the County of Ocean, the Board of Chosen Freeholders and New Jersey Transit as additional insureds.

4. The insurance company providing insurance must be sound, licensed to do business in the State of New Jersey and acceptable to all parties or entities named as additional insureds. Each policy shall provide that no cancellation or material change in any of the insurance required under the terms of this Agreement, and shall be effective except upon thirty (30) days advance written notice to the County and to New Jersey Transit from the insurer.
5. The Operator shall notify the County of Ocean immediately of any and all accidents involving a fatality, a passenger requiring transport to a medical facility, or a vehicle sustaining disabling damage. Twenty-four hours notification is required for all accidents involving property damage, personal injury or debt claims resulting in damage.

The County of Ocean's insurance requirements are shown in Appendix A, Exhibit G.

## **E. SYSTEM OPERATING REQUIREMENTS**

The Operator will provide all services in accordance with the following system operating standards:

1. All service must be on time. To be considered on time, a vehicle must arrive at its destination within five (5) minutes of scheduled arrival.
2. Ocean County must be notified if a vehicle is not running on time to its destination within ten (10) minutes of scheduled arrival.
3. All service changes must be reported to Ocean County within five (5) minutes to adjust the services for the day.
4. Ocean County must be notified the business day before 2:00pm of the next business day's bus schedules to be properly entered into the software system.
5. Each driver shall fill out the paper manifest properly to include but not limited to; vehicle #, starting and ending mileage, start and end time, date of service, # of passengers at each stop indicating full or half fares along with entering subtotals after each section and total passengers.
6. Each driver shall sign into the required tablet assigned to the vehicle. Each tablet will be used to enter daily ridership information. The information on the tablets will be used for the public to locate the vehicle in real time for the "Where's my Bus" functionality in the application.
7. If applicable, routed vehicles shall meet at transfer points within ten (10) minutes of each other.
8. Route Deviation Service will allow deviation of the vehicle from its designated route up to 1 block away from the published route for customers requesting service a day in advance. The bus shall return to the point at which it deviated from the route. No more than one deviation may be made per vehicle run, as specified in the Ocean Ride Route Deviation Policy (Appendix A, Exhibit B).
9. Holidays upon which no regular service will be provided are: New Year's Day, Thanksgiving Day and Christmas Day.
10. The Operator will assist the marketing and publicity efforts of the County by involving drivers in conducting reasonable onboard rider surveys and distribution of materials on vehicles. The Operator will also cooperate by developing a uniform fleet, displaying the system logo and participating in other similarly related activities.
11. All drivers shall be neatly attired, in uniform as specified by the County, behave in a courteous manner and wear name identification when on duty. (See Appendix A, Exhibit L)
12. The Operator shall provide each driver with an operator's manual of system operating procedures developed by the Operator and approved by the County, and policies provided

by the County. Each driver shall be fully familiar with its contents, prior to providing service.

13. Each driver shall be licensed to provide passenger transportation service as appropriate to the vehicle being operated (CDL Class B with Passenger (P) and Airbrake Certification). Each driver shall be trained in passenger assistance techniques, wheelchair securement and lift operation. Operator shall provide proof of license and DMV record to the County Representative upon completion of training and every 6 months during the contract period.

## **F. VEHICLES**

The Operator shall provide vehicles, which meet the following standards.

1. The Operator shall comply with any and all applicable rules and regulations of local, County, Regional, State and/or Federal agencies having jurisdiction over the provision of public transportation services.
2. The Operator must supply the vehicles required to provide the selected level of service. Each successful bidder shall have available all vehicles equipped with a lift and wheelchair securements. Each successful bidder shall provide the following:
  - A. Two (2) large transit type buses and two (2) spare large transit type buses for a total of four (4) buses with a minimum seating capacity of forty-two (42) adult ambulatory passengers and two (2) wheelchair positions. Each vehicle shall have functioning air conditioning, adequate heating for passenger comfort and fully functioning wheelchair lifts.
  - B. Buses shall have full accessibility with both a kneeling feature for ambulatory passengers and a fully operable lift for those who require it.
  - C. Buses shall be equipped with LED Multi-Display Destination Signs with three (3) facings in rotation for both the front and side of vehicles. Facings should read as follows: Ocean Ride/Toms River Connection/Lavallette and East or Toms River and West.
3. All vehicles shall be equipped with two-way radios for constant communication.
4. The interior and exterior of all vehicles shall be kept in a safe and clean condition. Specifically, each vehicle should be reasonably: free from dirt, debris, papers and refuse; graffiti free; free from unpleasant odors, oil, grease and sticky substances; washed thoroughly on a weekly basis; all windows shall be free from cracks, scratches and graffiti and shall be in operable condition and all doors shall be operable at all times. In addition, the exterior body surfaces shall be free from all dents, rust, cracks, road salt and dirt. Minor body damage must be repaired within thirty (30) days of occurrence.
5. The Operator shall provide for daily inspection of the vehicles, perform preventative and routine maintenance and perform timely repairs in such a manner that vehicles are maintained and that down time is minimized. In the event of a breakdown, during the course of providing service, or in the event of the unavailability of a vehicle on any given day, the Operator shall provide a substitute vehicle. A substitute vehicle must be equipped with properly working signs/decals for the Route, Ocean County must be notified of changes.
6. Each vehicle shall be equipped at a minimum with a first-aid kit, an inspected and maintained fire extinguisher, emergency flashlight, flares, emergency reflective triangle and a blanket.
7. All vehicles shall be equipped with Diamond SV fare boxes or equal, with a minimum of two (2) vaults per bus.
8. Four (4) tablets shall be provided by Ocean County, installation of the tablet shall be the responsibility of the contractor. Vehicles must be equipped with operating tablets at all times for constant on-line communication.

9. Ocean County representatives will inspect all proposed vehicles prior to contract award. Failure by the Operator to respond completely to the Technical Proposal portion will permit **Ocean County**, at its discretion, to reject the Operator's proposal.

## **G. REVENUES**

The Operator shall administer the fare system prepared by the County in accordance with the following standards:

1. There will be no solicitation or acceptance of tips.
2. Fare receipts will be documented and handled according to the agreed upon procedure established by the County and the contractor.
3. Fare determination information will be posted in each vehicle. The County will provide the material. A two-tiered fare system is currently being utilized by the County (50% discount for seniors and persons with disabilities).

## **H. COUNTY RESPONSIBILITIES**

The County of Ocean is the recipient of public funding provided under the New Jersey Job Access and Reverse Commute Program (NJ-JARC) program funded with NJ TRANSIT operating funds. Therefore, the County will assume specific administrative and monitoring functions related to the system as described below:

1. The County will administer all agency contracts, monitor service and report to funding and local agencies.
2. Marketing and publicity will be the responsibility of the County. However, the Operator shall be required to cooperate to the fullest extent practical.
3. The County has established the fare structure and bus passes to the transit system and will provide the Operator with the information required to administer the procedure. The County reserves the right to alter the fares structure and bus pass program at any point during the term of the contract.

## **I. SERVICE STANDARDS**

The Operator shall provide the service outlined in this section in a safe, careful, efficient, clean and courteous manner. The Operator shall conform the provided service to the Customer Service guidelines outlined in Exhibit J of Appendix A.

The Operator shall maintain the route and schedules outlined in Exhibit A of Appendix A with an average on-time performance no less than ninety (90) percent for the trips observed over any 30 consecutive days. Ocean County reserves the right to conduct spot checks of the Operator, at Ocean County's discretion, in order to determine on-time performance by the Operator. 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 schedule departure time. Also, a bus shall be considered "off schedule" if a scheduled trip is commenced, but not completed.

In computing the percentage of on-time performance, only those buses operated by the Operator which are "off-schedule" as a result of fires, 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 Operator, shall be excluded from this calculation.



In the event that Ocean County determines that there are deficiencies in on-time performance in the service provided, Ocean County may at its discretion give notice, in writing, of such deficiencies to the Operator. Upon receipt of such notice, the Operator shall then remedy all the deficiencies within five (5) calendar days to Ocean County's satisfaction and respond, in writing, with the cause(s) for the reported problem and the remedy instituted by the Operator.

The Operator shall report to Ocean County by the seventh (7th) calendar day of each calendar month all bus trips in the prior calendar month which operated "off schedule" along with the reasons the trips were off schedule. At any time requested by Ocean County, the Operator shall also submit to Ocean County 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 Ocean County, showing all buses operated off schedule and the reasons therefore.

**1. Ocean County Route 37 Transit Service.**

A description and schedule of the route over which service is to be operated is shown in Exhibit A for Route 37 Toms River Connection of Appendix A. The Ocean Ride policy for Route Deviation is shown in Appendix A, Exhibit B. A summary of the annual contract hours to be provided for each route are shown in Exhibit C of Appendix A.

**2. Schedules**

A complete set of schedules showing frequency of service between major time points for each route is shown in Exhibit A of Appendix A. Ocean County requires that the schedules be operated as shown in Exhibit A of Appendix A and that a proposed run guide be included as part of the proposal, and should specify pull-in and pull-out time, deadhead, and total pay hours required to provide the service shown in Exhibit A of Appendix A.

The Operator 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 Ocean County. Any minor service modification of a permanent nature may be implemented only by a letter agreement signed by the Operator and the designated representative of Ocean County. Such letter agreement shall become part of this Agreement.

***Ocean County reserves the right to amend the current schedule and or stops to include any trip generators that should arise along the current Route.***

**3. Missed Trips:**

**a. Missed trips by the Operator shall be defined for the 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; and/or
- 2) any scheduled trip which fails to arrive at its scheduled final destination point for that trip within twenty (20) minutes of the scheduled time of its arrival from said point.

The following shall serve as examples of a "missed trip" as defined above:

- 1) The first trip (Trip A) scheduled on the Route 37 Toms River Connection bus service is scheduled to leave President Avenue and Route 35 South in Lavallette at 6:00 a.m. Trip A fails to depart from this location prior to 6:20 am, twenty minutes after its scheduled departure time. Trip A is a missed trip.
- 2) The first trip (Trip A) scheduled on the Route 37 Toms River Connection bus service is scheduled to depart President Avenue and Route 35 South in Lavallette and arrive at the Toms River Business Park, at 6:57 am. If Trip

A

fails to arrive at the Toms River Business Park by to 7:17 am, regardless of whether or not the trip commenced on time, Trip A is considered a missed trip.

b. **Assessment of Damages for Missed Trips:**

- Missed trips which are properly and timely reported, as noted above, by the Operator to Ocean County will be assessed damages in the amount of \$150.00 per trip.
- Missed trips not properly and timely reported, as noted above, by the Operator to Ocean County will be assessed damages in the amount of \$300.00 per trip.

Assessments made for missed trips shall be automatically deducted by Ocean County from the Operator's payments.

4. **Daily Report of Operations**

The Operator shall prepare in writing and forward to Ocean County, on the forms set forth by Ocean County and attached as Exhibit F of Appendix A, a Daily Report of Operations, which shall include a report of all missed trips from the prior day's operation. If no missed bus trips occurred, the Operator is required to indicate this fact on the daily report. 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 Operator, such causes must be noted by the Operator on the daily report of operations. Ocean County shall consider the causes listed by the Operator on a case by case basis and shall notify the Operator 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 Operator to file such daily reports shall not excuse the Operator from any other assessments provided by this Agreement.

5. **Monthly Report of Operations**

In addition, the Operator shall report in writing to Ocean County by the seventh (7th) calendar day of each calendar month 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 Operator is required to indicate this fact on the Monthly Report. Payment for contracted services will be withheld until such report is received. Failure of the Operator to file such monthly reports shall not excuse the Operator from any other assessments provided by this Agreement.

6. **Hiring and Training Process**

a. **Employee Requirements**

The Operator shall have complete control over the employment of all personnel required to provide the service as outlined in this Section and detailed further in Exhibit A of Appendix A. The Operator will provide Ocean County 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 K of Appendix A. In addition, all drivers utilized by the Operator in the operation of this service must be capable of speaking, reading, writing and understanding the English language.

The Operator will 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 Operator shall, prior to assignment on this contract and annually thereafter, perform a license record check through the NJ Division of Motor Vehicles, or any other applicable state motor vehicle agency, for each driver to insure that all qualifications are adhered to.

The Operator shall issue to all drivers, uniforms authorized by Ocean County (*See Appendix A, Exhibit L*). Drivers shall be in uniform at all times when on duty and when operating the service specified in this Agreement. The Operator shall enforce a dress code for drivers.

**b. Driver Training**

The Operator will be responsible for all driver training and will certify their drivers are familiar with routes, fares, transfer policies, fare policies and proper operation of the fare collection system. In addition, drivers will be instructed in both safe and defensive driving skills, in lift operation and wheelchair securement, and in courtesy and passenger relations. The Operator will certify to Ocean County that all drivers have been trained in all routes, fares and operating procedures.

The Operator shall also instruct the drivers to complete daily trip sheet which includes the collection and proper recording of the following information as applicable: route number, arrival and departure time at beginning and ending time points, passenger trip statistics, transfers issued and sold, fares collected, Bus passes, including Medicaid, wheelchair boardings, and other information requested by Ocean County to meet its reporting requirements. Ocean County will provide daily trip sheets for this purpose.

The Operator shall perform periodic driver refresher training classes with its drivers relative to their driving skills and provide Ocean County a schedule for such refresher classes five days prior to implementation of this service. The Operator shall provide Ocean County with a copy of the Operator's written safety and operating rules. Each driver performing service under this contract must be provided with a copy of the Operator's written safety and operating rules.

**c. Non-Driver Personnel:**

The Operator must supply the names and resumes of the following individuals:

- (1). 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, Route Deviation Service similar in scope and complexity, which is outlined in this proposal. This individual must be assigned on a full time basis to this service.
- (2). 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 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.
- (3). 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.

- (4). Road Supervisor/Trainer: The Operator must allocate a sufficient number of personnel in this position to maintain an adequate driving force and perform road supervision and driver re-training. Road supervisory duties are to include, but not be limited to, the following:
- oversee a formalized program of on-road, both planned and random, supervision and evaluation of driver performance.
  - accident and incident investigation
- (5). Mechanics: Must hold all licenses and certifications necessary for his/her duties.
- (6). Administrative/Clerical: Operator must have adequate full time administrative/clerical staff to provide support as required by the Agreement.

## 7. Road Supervision

The contracted service provided by the Operator will be supervised by the Operator's supervisors who will monitor the performance of the system with respect to schedule adherence, driver conformity to the Operator's rules and regulations, driver adherence to the specified service area, and accident investigations. Supervisors will maintain a log book and will file reports of their findings. Such log books and reports will be made available to Ocean County during the term of the contract and for a period of one (1) year beyond termination of the contract. The Authorized Ocean County Representative has the authority to oversee the Operator'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. Operator management will be informed of such changes.

## J. DESCRIPTION OF SERVICE AREAS

The County intends to contract with a private operator to provide Route Deviation Service within the specified portion of Ocean County. The operator will be responsible for providing all vehicles and operational personnel necessary to implement this service.

One (1) route has been planned to serve the target area. Schedules for this service is presented in Appendix A, Exhibit A.

### Service Area: Route 37 Bus Service

Service will be provided in the following municipalities; Toms River Township, Seaside Park, Seaside Heights, and Lavallette. Service on Route 37 will be offered 6 days per week, or approximately 329 days annually, with Sunday service during the summer, adding 18 days. A full listing of days and hours of operation is in Appendix A, Exhibit C.

## IV. LEGAL AND REGULATORY REQUIREMENTS

### A. REMEDIES

The remedies in this specification provided in favor of OCEAN COUNTY 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 operator 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 OCEAN COUNTY 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.

**B. NONDISCRIMINATION**

The Operator must 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) L.1975, c.127, the rules and regulations promulgated pursuant thereto will be a part of the service contract and will be binding upon the operator.

**C. CONSCIENTIOUS EMPLOYEE PROTECTION ACT**

The Operator will 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.

**D. AMERICANS WITH DISABILITIES ACT (ADA)**

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.) and the rules and regulations promulgated pursuant thereto (49 CFR 37.161-173, 38.21-39, 38.151-159 and 29CFR 1630.1 et seq.) are made part of this IFB Document and are binding upon them. It is also understood by the parties that the Operator shall indemnify, protect and save harmless Ocean County, its officers, agents and employees and each and everyone of them against all suits, claims, penalties and costs of every kind and description to which Ocean County may be subjected to by the Operator's failure to comply with the Americans With Disabilities Act and the rules and regulations promulgated pursuant thereto.

Of particular concern to Ocean County is the denial by an Operator 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 penalty:

1. Deploying a bus with an inoperable lift;
2. Failure to have a procedure to accept and accommodate advance reservations for accessible trips;
3. Bus operators not trained in the use of lifts;
4. Improper scheduling of a requested accessible trip;
5. Inability to deploy lift equipped vehicles due to inoperable lift;
6. Operator failing to provide assistance to passengers with disabilities when requested;
7. Operator failing to make bus announcements of major stops and intersections;
8. Operator by-passing a passenger with a disability; and
9. Operator being rude to a passenger with a disability.

**E. DRUG AND ALCOHOL TESTING**

If awarded a contract, your company/firm will be required to certify to the County of Ocean that you are in compliance with the drug and alcohol requirements of the Omnibus Transportation Employee Testing Act.

**F. LEGAL PROCEEDINGS**

Proposals shall include a complete list of all actions, proceedings, judgements or liens now pending or threatened against the Operator, predecessor company, affiliated companies or ownership personnel. The proposal shall fully disclose the nature of the filings, pending or ultimate resolution and any and all other relevant facts.

Proposals shall include a complete list of any criminal convictions against the ownership personnel of the Operator. The proposal shall fully disclose the nature of the conviction and ultimate resolution thereof.

Proposals will include a complete list of all actions, proceedings and filings by or on behalf of the Operator, predecessor company, affiliated company or ownership personnel over the past five years. The proposal will fully disclose the nature of the actions, pending or ultimate resolution, and any and all other relevant facts.

#### **G. OTHER REQUIREMENTS**

1. Financial Statements

All proposals shall include detailed financial statements and/or parent company ensuring the financial resources to perform the proposed service.

2. Ownership Interests

All proposals shall include specific details disclosing Ownership greater than 10%.

3. Management Fees and Profits

All proposals must disclose profits and management fees associated with operating the proposed service.

#### **V. DISPUTE RESOLUTION PROCEDURES**

##### **A. PROTESTS**

Any protests filed by bidders or potential bidders shall be handled following the procedures established by the County of Ocean. Protests shall be submitted in writing, include the name of the protestor, the name and description of the solicitation, and a statement of the grounds for protest.

**Protests shall be filed with Ocean County by addressing the protest to:**

**Department of Purchase, Room 224, Administration Building, 101 Hooper Avenue, P.O. Box 2191, Toms River, New Jersey 08754-2191, Attention: Purchasing Agent.**

Ocean County will respond in detail to all substantive issues raised in the protest. The Purchasing Agent has the authority to make a determination, and that determination will be final.

##### **B. CLAIMS AND DISPUTES WITH CONTRACTORS**

If a contractor has a claim or grievance with the County, the County requests that the claim submit in writing a detailed description and position on each separate claim establishing the amount and rationale for the position on each claim.

The County will list all counterclaims setting forth the amount and rationale for the County's position on each item.

The County will perform a cost, technical and legal analysis, as required, for each claim or grievance presented. Each review shall be performed by individuals qualified to perform the reviews and analyses needed. Each claim or grievance item should be considered and handled separately.

The County reserves the right to submit claims to an arbitrator for resolution.

# Appendix A, Exhibit A

## Route 37 Schedule

Toms River						Lavallette						
Toms River Business Park	BJ's Wholesale Club	Walmart	Community Medical Center (Route 37)	Main Street (Route 166) Bus Shelter (North)	Toms River Park & Ride	Ocean County Gov't Complex	Ocean County Mall	Route 37 & Hooper Avenue	Route 37 & Fischer Blvd.	Cornerstone at Seaside Heights	Seaside Heights, Central Ave. (Near Webster Ave.)	President Ave. & Route 35 South Lavallette
13	12	11	10	9	8	7	6	5	4	3	2	1
AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM
7:00	7:05	7:09	7:14	7:19	7:25	7:32	---	7:35	7:44	7:46	7:49	7:56
8:00	8:05	8:09	8:14	8:19	8:25	8:32	---	8:35	8:44	8:46	8:49	8:56
---	9:15	9:19	9:24	9:29	9:35	9:42	9:50	9:58	10:07	10:09	10:12	10:19
---	11:00	11:04	11:09	11:14	11:20	11:27	11:35	11:43	11:52	11:54	11:57	12:04
PM	PM	PM	PM	PM	PM	PM	PM	PM	PM	PM	PM	PM
---	12:30	12:34	12:39	12:44	12:50	12:57	1:05	1:13	1:22	1:24	1:27	1:34
---	2:15	2:19	2:24	2:29	2:35	2:42	2:50	2:58	3:07	3:09	3:12	3:19
---	3:15	3:19	3:24	3:29	3:35	3:42	3:50	3:58	4:07	4:09	4:12	4:19
5:10	5:15	5:19	5:24	5:29	5:35	5:42	5:50	5:58	6:07	6:09	6:12	6:19
6:10	6:15	6:19	6:24	6:29	6:35	6:42	6:50	6:58	7:07	7:09	7:12	7:19
---	8:15	8:19	8:24	8:29	8:35	8:42	8:50	8:58	9:07	9:09	9:12	9:19
---	---	---	---	---	---	---	9:50	9:58	10:07	10:09	10:12	10:19

\* Trip Does Not Operate on Saturdays. Bicycles not permitted on vehicles.

Services operates Monday through Saturday with the exception of the following holidays:

- New Year's Day
- Thanksgiving Day
- Christmas Day


**Drivers cannot make unscheduled route changes.**

- Time points on schedule correspond with numbered stops. **You may get on and off the bus along the route, by signaling to the driver (where roadway conditions permit).**

SPRING/SUMMER Schedule:  
Operates 7 days a week - May 4th to Labor Day weekend

OCEAN COUNTY  
TRANSPORTATION SERVICES  
DEPARTMENT

**(732) 736-8989**  
Toll-Free 1 (877) 929-2082  
Dial 711 for NJ Relay System  
*(For riders who are deaf, hard of hearing, deaf-blind & speech impaired)*



A Service Sponsored by  
The County of Ocean  
**BOARD OF COMMISSIONERS**  
GARY QUINN, LIAISON  
VIRGINIA E. HAINES  
JOHN P. KELLY  
GERRY P. LITTLE  
JOSEPH H. VICARI

**Non-Discrimination Policy  
Title VI Notice to Beneficiaries**

Ocean Ride is committed to ensuring that no person is excluded from, or denied the benefits of our services on the basis of race, color or national origin. Any person who believes that they have, individually, or as a member of any specific class of persons, been subjected to discrimination on the basis of race, color or national origin may file a complaint in writing to Ocean Ride.

To file a complaint or for more information on Ocean Ride's obligations under the Title VI call Ocean Ride at 732-736-8989 ext. #5919 or visit the website at:  
[www.co.ocean.nj.us/OC/Transportation](http://www.co.ocean.nj.us/OC/Transportation).

Prepared and Printed by the Ocean County Transportation & Printing & Graphics Department

**Ocean Ride**

**OC 10**

**TOMS RIVER CONNECTION**

**Service Days:**  
*6 Days a Week in Fall & Winter, Mon - Sat.*

**Communities Served:**  
*Lavallette  
Seaside Heights  
Toms River -  
Government Complexes  
Toms River Park & Ride  
Ocean County Mall*

The Ocean Ride OC 10 is a bus service that is open and available for people of all ages.

For information:  
(732) 736-8989  
[www.co.ocean.nj.us/OC/Transportation](http://www.co.ocean.nj.us/OC/Transportation)

**FALL/WINTER 2021/2022**

# Appendix A, Exhibit A

## Route 37 Schedule (Cont'd)

Lavallette						Toms River						
President Ave. & Route 35 South Lavallette	Seaside Heights, Central Ave. (Near Webster Ave.)	Comerstone at Seaside Heights	Route 37 & Fischer Blvd.	Route 37 & Hooper Avenue	Ocean County Mall	Ocean County Gov't Complex	Toms River Park & Ride	Main Street (Route 166) Bus Shelter (North)	Community Medical Center (Route 37)	Walmart	BJ's Wholesale Club	Toms River Business Park
1	2	3	4	5	6	7	8	9	10	11	12	13
AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM
*6:00	*6:09	*6:11	*6:13	*6:22	---	*6:26	*6:34	*6:39	*6:44	*6:49	*6:53	*6:57
7:00	7:09	7:11	7:13	7:22	---	7:26	7:34	7:39	7:44	7:49	7:53	7:57
8:00	8:09	8:11	8:13	8:22	8:30	8:39	8:46	8:51	8:56	9:01	9:04	---
9:00	9:09	9:11	9:13	9:22	9:30	9:39	9:46	9:51	9:56	10:01	10:04	---
11:00	11:09	11:11	11:13	11:22	11:30	11:39	11:46	11:51	11:56	12:01	12:04	---
PM	PM	PM	PM	PM	PM	PM	PM	PM	PM	PM	PM	PM
12:45	12:54	12:56	12:58	1:07	1:15	1:24	1:31	1:36	1:41	1:46	1:49	---
1:45	1:54	1:56	1:58	2:07	2:15	2:24	2:31	2:36	2:41	2:46	2:49	---
3:45	3:54	3:56	3:58	4:07	4:15	4:24	4:31	4:36	4:41	4:46	4:49	4:54
4:45	4:54	4:54	4:54	5:07	5:15	5:24	5:31	5:36	5:41	5:46	5:49	5:54
6:45	6:54	6:54	6:54	7:07	7:15	7:24	7:31	7:36	7:41	7:46	7:49	---

**FARES: (Open to all ages)**  
**\$1.00 Senior Citizens (60+) & Persons with Disabilities**  
**\$1.00 Students (Valid ID required)**  
**\$2.00 General Public**  
**EXACT CHANGE REQUIRED**  
 Children (0-4 years) ride free  
 Children (5-12 years) 50% of paid adult full-fare

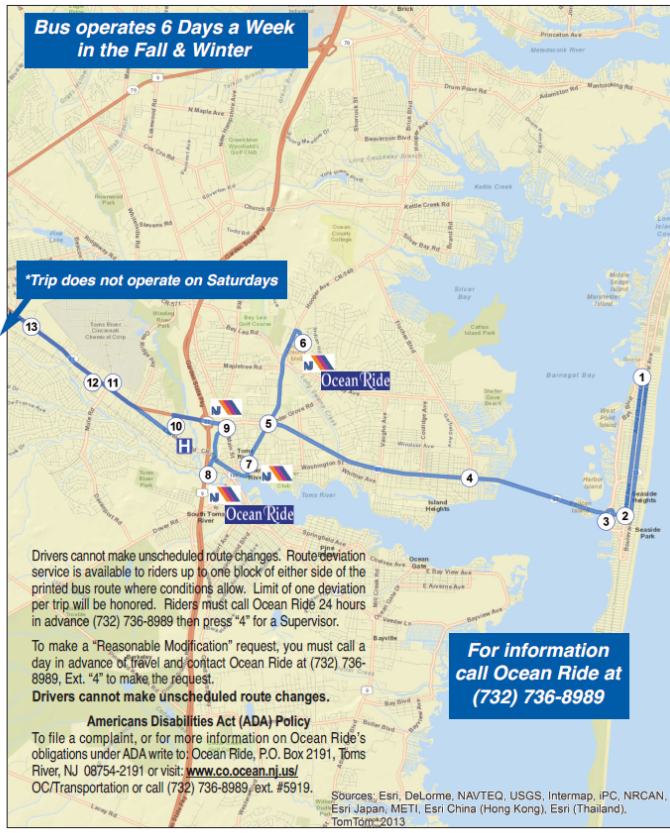
**Rider Guidelines:**

- No Smoking
- No Eating or Drinking
- No Littering
- Speak softly on cell phones
- Riders must carry their own packages
- Strollers must be folded &

**Accessibility**  
 These buses are wheelchair lift-equipped. Drivers are trained to assist passengers who need help.

Comments, Compliments, Complaints  
 Hours: (9 am - 5 pm) Monday thru Friday  
 Stout's Transportation  
 Telephone: 609-883-8891 Fax: 609-883-8882  
 Email: Jlorooks@stoutstransportation.com

Operated by Stout's Transportation under contract to the  
 OCEAN COUNTY BOARD OF COMMISSIONERS





# Appendix A, Exhibit A


## Route 37 Schedule (Cont'd)

Toms River						Lavallette						
13	12	11	10	9	8	7	6	5	4	3	2	1
AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM
*7:00	*7:05	*7:09	*7:14	*7:19	*7:25	*7:32	---	*7:35	*7:44	*7:46	*7:49	*7:56
8:00	8:05	8:09	8:14	8:19	8:25	8:32	---	8:35	8:44	8:46	8:49	8:56
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PM	PM	PM	PM	PM	PM	PM	PM	PM	PM	PM	PM	PM
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5:10	5:15	5:19	5:24	5:29	5:35	5:42	5:50	5:58	6:07	6:09	6:12	6:19
6:10	6:15	6:19	6:24	6:29	6:35	6:42	6:50	6:58	7:07	7:09	7:12	7:19
---	8:15	8:19	8:24	8:29	8:35	8:42	8:50	8:58	9:07	9:09	9:12	9:19
---	---	---	---	---	---	---	9:50	9:58	10:07	10:09	10:12	10:19

Toms River						Lavallette						
SUNDAYS - May 2nd through Labor Day (Sunday, September 5th)												
13	12	11	10	9	8	7	6	5	4	3	2	1
AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM
---	9:15	9:19	9:24	9:29	9:35	9:42	9:50	9:58	10:07	10:09	10:12	10:19
---	11:00	11:04	11:09	11:14	11:20	11:27	11:35	11:43	11:52	11:54	11:57	12:04
PM	PM	PM	PM	PM	PM	PM	PM	PM	PM	PM	PM	PM
---	12:30	12:34	12:39	12:44	12:50	12:57	1:05	1:13	1:22	1:24	1:27	1:34
---	2:15	2:19	2:24	2:29	2:35	2:42	2:50	2:58	3:07	3:09	3:12	3:19
---	3:15	3:19	3:24	3:29	3:35	3:42	3:50	3:58	4:07	4:09	4:12	4:19
---	5:15	5:19	5:24	5:29	5:35	5:42	5:50	5:58	6:07	6:09	6:12	6:19

OCEAN COUNTY  
TRANSPORTATION SERVICES  
DEPARTMENT

**(732) 736-8989**  
Toll-Free 1 (877) 929-2082  
Dial 711 for NJ Relay System  
*(For riders who are deaf, hard of hearing, deaf-blind & speech impaired)*



A Service Sponsored by  
The County of Ocean  
BOARD OF  
COMMISSIONERS  
GARY QUINN, LIAISON  
VIRGINIA E. HAINES  
JOHN P. KELLY  
GERRY P. LITTLE  
JOSEPH H. VICARI

**Non-Discrimination Policy  
Title VI Notice to Beneficiaries**

Ocean Ride is committed to ensuring that no person is excluded from, or denied the benefits of our services on the basis of race, color or national origin. Any person who believes that they have, individually, or as a member of any specific class of persons, been subjected to discrimination on the basis of race, color or national origin may file a complaint in writing to Ocean Ride.

To file a complaint or for more information on Ocean Ride's obligations under the Title VI call Ocean Ride at 732-736-8989 ext. #5919 or visit the website at:  
[www.co.ocean.nj.us/OC/Transportation](http://www.co.ocean.nj.us/OC/Transportation).

Prepared and Printed by the Ocean County Transportation & Printing & Graphics Department

Ocean Ride

**OC 10**

**TOMS RIVER CONNECTION**

Service Days:  
*7 Days a Week in Spring & Summer (May 2nd through Labor Day)*

Communities Served:  
*Lavallette  
Seaside Heights  
Toms River -  
Government Complexes  
Toms River Park & Ride  
Ocean County Mall*

The Ocean Ride OC 10 is a bus service that is open and available for people of all ages.

For information:  
**(732) 736-8989**  
[www.co.ocean.nj.us/OC/Transportation](http://www.co.ocean.nj.us/OC/Transportation)

**SPRING/SUMMER 2021**

# Appendix A, Exhibit A

## Route 37 Schedule (Cont'd)

Lavallette → Toms River												
1	2	3	4	5	6	7	8	9	10	11	12	13
President Ave. & Route 35 South Lavallette	Seaside Heights, Central Ave. (Near Webster Ave.)	Comerstone at Seaside Heights	Route 37 & Fischer Blvd.	Route 37 & Hooper Avenue	Ocean County Mall	Ocean County Gov't Complex	Toms River Park & Ride	Main Street (Route 166) Bus Shelter (North)	Community Medical Center (Route 37)	Walmart	BJ's Wholesale Club	Toms River Business Park
AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM
*6:00	*6:09	*6:11	*6:13	*6:22	---	*6:26	*6:34	*6:39	*6:44	*6:49	*6:53	*6:57
7:00	7:09	7:11	7:13	7:22	---	7:26	7:34	7:39	7:44	7:49	7:53	7:57
8:00	8:09	8:11	8:13	8:22	8:30	8:39	8:46	8:51	8:56	9:01	9:04	---
9:00	9:09	9:11	9:13	9:22	9:30	9:39	9:46	9:51	9:56	10:01	10:04	---
11:00	11:09	11:11	11:13	11:22	11:30	11:39	11:46	11:51	11:56	12:01	12:04	---
PM	PM	PM	PM	PM	PM	PM	PM	PM	PM	PM	PM	PM
12:45	12:54	12:56	12:58	1:07	1:15	1:24	1:31	1:36	1:41	1:46	1:49	---
1:45	1:54	1:56	1:58	2:07	2:15	2:24	2:31	2:36	2:41	2:46	2:49	---
3:45	3:54	3:56	3:58	4:07	4:15	4:24	4:31	4:36	4:41	4:46	4:49	4:54
4:45	4:54	4:56	4:58	5:07	5:15	5:24	5:31	5:36	5:41	5:46	5:49	5:54
6:45	6:54	6:56	6:58	7:07	7:15	7:24	7:31	7:36	7:41	7:46	7:49	---
10:25	10:34	10:36	10:38	10:47	---	---	11:00	---	---	---	---	---

Lavallette → Toms River												
SUNDAYS - May 2nd through Labor Day (Sunday, September 5th)												
1	2	3	4	5	6	7	8	9	10	11	12	13
AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM	AM
8:00	8:09	8:11	8:13	8:22	8:30	8:38	8:46	8:51	8:56	9:01	9:04	---
9:00	9:09	9:11	9:13	9:22	9:30	9:38	9:46	9:51	9:56	10:01	10:04	---
11:00	11:09	11:11	11:13	11:22	11:30	11:38	11:46	11:51	11:56	12:01	12:04	---
PM	PM	PM	PM	PM	PM	PM	PM	PM	PM	PM	PM	PM
12:45	12:54	12:56	12:58	1:07	1:15	1:24	1:31	1:36	1:41	1:46	1:49	---
1:45	1:54	1:56	1:58	2:07	2:15	2:24	2:31	2:36	2:41	2:46	2:49	---
3:45	3:54	3:56	3:58	4:07	4:15	4:24	4:31	4:36	4:41	4:46	4:49	---
4:45	4:54	4:56	4:58	5:07	5:15	5:24	5:31	5:36	5:41	5:46	5:49	---
6:45	6:54	6:56	6:58	7:07	7:15	7:24	7:31	---	---	---	---	---

**Bus operates 7 Days a Week from May 2nd to Labor Day Weekend**

**\*Trip does not operate Saturdays**

**FARES: (Open to all ages)**  
 \$1.00 Senior Citizens (60+) & Persons with Disabilities  
 \$1.00 Students (Valid ID required)  
 \$2.00 General Public  
**EXACT CHANGE REQUIRED**  
 Children (0-4 years) ride free  
 Children (5-12 years) 50% of paid adult full-fare

**Rider Guidelines:**

- No Smoking
- No Eating or Drinking
- No Littering
- Speak softly on cell phones
- Riders must carry their own packages
- Strollers must be folded & NOT placed in the aisle or any other location that interferes with safety & comfort of riders
- No Profanity
- Service animals permitted
- Portable oxygen tanks permitted

Drivers cannot make unscheduled route changes. Route deviation service is available to riders up to one block of either side of the printed bus route where conditions allow. Limit of one deviation per trip will be honored. Riders must call Ocean Ride 24 hours in advance (732) 736-8989 then press "4" for a Supervisor.

Drivers cannot make unscheduled route changes.

**Accessibility**  
 These buses are wheelchair lift-equipped. Drivers are trained to assist passengers who need help.

**Americans Disabilities Act (ADA) Policy**  
 To file a complaint, or for more information on Ocean Ride's obligations under ADA write to: Ocean Ride, P.O. Box 2191, Toms River, NJ 08754-2191 or visit: [www.co.ocean.nj.us/OC/Transportation](http://www.co.ocean.nj.us/OC/Transportation) or call (732) 736-8989; ext. #5919.

**Comments, Compliments, Complaints**  
 Hours: (9 am - 5 pm) Monday thru Friday  
 Slouf's Transportation  
 Telephone: 609-883-8891 Fax: 609-883-6682  
 Email: [jbrooks@sloufstransportation.com](mailto:jbrooks@sloufstransportation.com)

Operated by Slouf's Transportation under contract to the COUNTY OF OCEAN BOARD OF COMMISSIONERS

Sources: Esri, DeLorme, NAVTEQ, USGS, Intermap, iPC, NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), TomTom

# Appendix A, Exhibit B

## Ocean Ride Route Deviation Policy

### EXHIBIT B

#### Ocean Ride Transportation System Route Deviation Policy (Point Deviation)

Ocean Ride operates a county-wide public transportation system for Ocean County residents. The Ocean Ride system includes both Route Deviation Service as well as advance reservation service. Currently, Ocean Ride operates a total of eleven (11) bus routes throughout Ocean County which are made available to the general public. The Reserve-A-Ride system provides door-to-door service for eligible persons only, which include seniors (age 60+) and persons with disabilities.

In an effort to better maintain an effective and cost efficient transportation bus service for the general public residing near established bus routes, Ocean Ride has established a limited Point Deviation Policy. The route modified deviation policy applies only to the Fixed Route Deviation Service.

In cases where logistical conditions permit, the Ocean Ride bus may be diverted off the route for passenger pick-up or drop-off.

1. Route deviation service is available to the general public up to 1 block on either side of the printed bus route where practical.
2. Passengers must call Ocean Ride (**732-736-8989 then press 4**) to speak to a Route Supervisor to request the deviation between **8:30 am and 2:00pm on the day prior to service.** Same day requests cannot be honored. ***Drivers cannot make unscheduled route changes.***
3. No more than one (1) deviation will be honored on any trip on the route. The stop times listed in the schedule are approximate. However, the start times for each trip are firm.

Ocean Ride reserves the right to determine reasonable locations for modified route deviations based on an assessment of the specific vehicle operating characteristics (size of transit vehicle, i.e. large transit bus versus mini-bus) as it relates to public safety and welfare as well as roadway characteristics including but not limited to issues related to turning radius, local traffic regulations and restrictive traffic patterns such as cul-de-sac roadways which prevent through traffic.

Riders must follow the above procedure when requesting a modified route deviation along their particular bus route. Riders must speak to an Ocean Ride Route Supervisor and will receive either approval or denial of their trip deviation request. In the event, the Supervisor needs to conduct a field visit of specific conditions, an Ocean Ride Supervisor will respond to the rider's request by 5:00 pm. Considering the roadway design standards of many adult developments and local weight restrictions, Ocean Ride cannot guarantee that all requests can be honored.

## Appendix A, Exhibit C

### Supplemental Statistics (Estimate of Annual Hours)

#### EXHIBIT C

Estimate of Annual Hours  
*Ocean County Bus Routes*  
*Example – Jan. 1, 2022– Dec. 31, 2022*

	Hrs/Day	Days/Wk	Days/Yr	Total Annual Op. Hours
Rte. 37 Weekdays	28	5	170	4760
Rte. 37 Saturdays	26	1	34	884
Rte. 37 Summer Weekdays	29	5	90	2610
Rte. 37 Summer Saturdays	27	1	18	486
Rte. 37 Summer Sundays	20	1	18	360
<b><i>Total Route 37</i></b>			<b><i>330</i></b>	<b><i>9100</i></b>

# Appendix A, Exhibit D

## Payment Voucher Form and Invoice Example

### COUNTY OF OCEAN

DEPARTMENT OF PURCHASE  
(732) 929-2101

P.O. Number \_\_\_\_\_

Partial Payment

Order Date \_\_\_\_\_

### Payment Document

REQUEST FOR PAYMENT

<b>BILL TO:</b>	<b>SHIP TO:</b>
<b>V E N D O R</b>	<b>CONTRACT:</b> <b>VENDOR NUMBER:</b> <input type="checkbox"/> Partial Payment <input type="checkbox"/> Final Payment

**COMMENTS:**

QUANTITY	LINE #	COMMODITY DESCRIPTION	MANUFACTURER #	WHSE	UNIT PRICE	AMOUNT
<b>TOTAL:</b>						

**DIRECTOR, DEPARTMENT OF PURCHASE:**

---

**CLAIMANT'S CERTIFICATION AND DECLARATION:**  
 I DO SOLEMNLY DECLARE AND CERTIFY UNDER THE PENALTIES OF LAW THAT THE WITHIN BILL IS CORRECT IN ALL ITS PARTICULARS; THAT THE ARTICLES HAVE BEEN FURNISHED OR SERVICES RENDERED AS STATED THEREIN; THAT NO BONUS HAS BEEN GIVEN OR RECEIVED BY ANY PERSONS WITHIN THE KNOWLEDGE OF THIS CLAIMANT IN CONNECTION WITH THE ABOVE CLAIM; THAT THE AMOUNT THEREIN STATED IS JUSTLY DUE AND OWING; AND THAT THE AMOUNT CHARGED IS A REASONABLE ONE.

Print Name of Company or Claimant _____	Date _____
(Signature) _____	(Official Position) _____
Fed I.D. _____	Social Security # _____

**FOR COUNTY USE ONLY**

RECEIVED THE ABOVE MERCHANDISE IN GOOD ORDER EXCEPT AS NOTED.

Signature _____	Date _____
Title/Dept. _____	

# Appendix A, Exhibit D

## Payment Voucher Form and Invoice Example (Cont'd)

**SAMPLE INVOICE**

**Your Company Name & Address**

**INVOICE**

**DATE:**

**Bill to:**

Ocean County Department of Transportation  
 P.O. Box 2191  
 Toms River, NJ 08754-2191

**Invoice for Bus Service on Route 37**

**Week Ending:** \_\_\_\_\_

<u>Date</u>	<u>Day of Week</u>	<u>Pass. Count</u>	<u>Farebox Receipts</u>	<u>Hours in Service</u>	<u>Cost @</u>
10/17/2011	Monday	397	\$560.15	28.63	\$1,963.16
10/18/2011	Tuesday	404	585.85	28.63	1,963.16
10/19/2011	Wednesday	288	411.29	28.63	1,963.16
10/20/2011	Thursday	378	540.09	28.63	1,963.16
10/21/2011	Friday	374	546.57	28.63	1,963.16
10/22/2011	Saturday	287	419.34	26.63	1,826.02
10/23/2011	Sunday	No Service			0.00

<b><u>TOTALS:</u></b>		2,128	\$3,063.29	169.78	\$11,641.82
					<u>- 3,063.29</u>

**TOTAL INVOICE FOR ROUTE 37 SERVICE (Cost less Farebox):** **\$8,578.53**

# Appendix A, Exhibit E

## Fare Structure

### EXHIBIT E

#### BUS ROUTE FARES

The following fares are effective September 2015 unless otherwise noted.

#### REGULAR SERVICE ONE WAY FARES

	<u>Fare</u>
Seniors/Persons with Disabilities/College Students	\$1.00
Adult/General Public	\$2.00

---

<b><u>Child Fares:</u></b>	0-4 years:	Free
	5-12 years:	Reduced fare rates 50% of paid adult full fare

Note: Child Fares are available in all zones on all routes **when accompanied** by full-fare paying adult.

# **Appendix A, Exhibit F**

## **Daily Report of Operations and Ridership Examples (Pages 11 – 28)**

### **EXHIBIT F**

#### **Ocean County Route 37 Bus Service**

#### **SUPPLEMENTAL REPORTING REQUIREMENTS**

The following information will be supplied by the Carrier to Ocean County Department of Transportation Services:

- Daily Report of Ridership (form to be provided, example on following pages)



Ocean County Department of Transportation Services

*Ocean Ride*

OPERATOR'S DAILY REPORT

**ROUTE: TOMS RIVER CONNECTION** **MONDAY - FRIDAY 6:00AM**

DAY \_\_\_\_\_ DATE \_\_\_\_\_ BUS # \_\_\_\_\_

OPERATOR \_\_\_\_\_ EMPLOYEE # \_\_\_\_\_

AM DRIVER	START	END	TOTAL
	TIME		
	ODOMETER		

TRIP No. 410	WESTBOUND	FULL FARE	HALF FARE	OTHER
		\$2.00	\$1.00	
President & Route 35 South	6:00 AM			
Seaside Heights Bayside Parking Lot	6:09 AM			
Route 37 & Fischer Blvd. - SE	6:13 AM			
Route 37 & Hooper Ave. - WB	6:22 AM			
OC Gov't Complex	6:26 AM			
Toms River Park & Ride	6:34 AM			
Main St. (Rt. 166) Bus Shelter (North)	6:39 AM			
Community Medical Center	6:44 AM			
Walmart - Toms River	6:49 AM			
BJ's Wholesale Club	6:53 AM			
Toms River Business Park	6:57 AM			
<b>SUBTOTAL</b>				

TRIP No. 500	EASTBOUND	FULL FARE	HALF FARE	OTHER
		\$2.00	\$1.00	
Toms River Business Park	7:00 AM			
BJ's Wholesale Club	7:05 AM			
Walmart - Toms River	7:09 AM			
Community Medical Center	7:14 AM			
Main St. (Rt. 166) Bus Shelter (South)	7:19 AM			
Toms River Park & Ride	7:25 AM			
OC Gov't Complex	7:32 AM			
Route 37 & Hooper Ave. - EB	7:35 AM			
Route 37 & Fischer Blvd. - NW	7:44 AM			
Seaside Heights Bayside Parking Lot	7:49 AM			
President & Route 35 South	7:56 AM			
<b>SUBTOTAL</b>				

TRIP No. 430	WESTBOUND	FULL FARE	HALF FARE	OTHER
		\$2.00	\$1.00	
President & Route 35 South	8:00 AM			
Seaside Heights Bayside Parking Lot	8:09 AM			
Route 37 & Fischer Blvd. - SE	8:13 AM			
Route 37 & Hooper Ave. - WB	8:22 AM			
Ocean County Mall	8:30 AM			
OC Gov't Complex	8:39 AM			
Toms River Park & Ride	8:46 AM			
Main St. (Rt. 166) Bus Shelter (North)	8:51 AM			
Community Medical Center	8:56 AM			
Walmart - Toms River	9:01 AM			
BJ's Wholesale Club	9:04 AM			
<b>SUBTOTAL</b>				

Ocean County Department of Transportation Services

Ocean Ride

OPERATOR'S DAILY REPORT

**ROUTE: TOMS RIVER CONNECTION** **MONDAY - FRIDAY 6:00AM**

DAY \_\_\_\_\_ DATE \_\_\_\_\_ BUS # \_\_\_\_\_

OPERATOR \_\_\_\_\_ EMPLOYEE # \_\_\_\_\_

TRIP No. 520		EASTBOUND	FULL FARE	HALF FARE	OTHER
			\$2.00	\$1.00	
	BJ's Wholesale Club	9:15 AM			
	Walmart - Toms River	9:19 AM			
	Community Medical Center	9:24 AM			
	Main St. (Rt. 166) Bus Shelter (South)	9:29 AM			
	Toms River Park & Ride	9:35 AM			
	OC Gov't Complex	9:42 AM			
	Ocean County Mall	9:50 AM			
	Route 37 & Hooper Ave. - EB	9:58 AM			
	Route 37 & Fischer Blvd. - NW	10:07 AM			
	Seaside Heights Bayside Parking Lot	10:12 AM			
	President & Route 35 South	10:19 AM			
<b>SUBTOTAL</b>					

TRIP No. 450		WESTBOUND	FULL FARE	HALF FARE	OTHER
			\$2.00	\$1.00	
	President & Route 35 South	11:00 AM			
	Seaside Heights Bayside Parking Lot	11:09 AM			
	Route 37 & Fischer Blvd. - SE	11:13 AM			
	Route 37 & Hooper Ave. - WB	11:22 AM			
	Ocean County Mall	11:30 AM			
	OC Gov't Complex	11:39 AM			
	Toms River Park & Ride	11:46 AM			
	Main St. (Rt. 166) Bus Shelter (North)	11:51 AM			
	Community Medical Center	11:56 AM			
	Walmart - Toms River	12:01 PM			
	BJ's Wholesale Club	12:04 PM			
<b>SUBTOTAL</b>					

		FULL FARE	HALF FARE	OTHER
<b>TOTAL</b>				
<b>TOTAL PASSENGERS</b>				

<b>BILLS</b>	\$
<b>CHANGE</b>	\$
<b>TOTAL COLLECTED</b>	\$

DEVIATED TRIPS

CHECKED BY (NAME AND TITLE)

DATE

OPERATOR'S SIGNATURE AND NUMBER

Ocean County Department of Transportation Services

Ocean Ride

OPERATOR'S DAILY REPORT

**ROUTE: TOMS RIVER CONNECTION** **MONDAY - FRIDAY 12:30PM**

DAY \_\_\_\_\_ DATE \_\_\_\_\_ BUS # \_\_\_\_\_

OPERATOR \_\_\_\_\_ EMPLOYEE # \_\_\_\_\_

PM DRIVER	START	END	TOTAL
	TIME		
	ODOMETER		

TRIP No. 540	EASTBOUND	FULL FARE	HALF FARE	OTHER
		\$2.00	\$1.00	
BJ's Wholesale Club	12:30 PM			
Walmart - Toms River	12:34 PM			
Community Medical Center	12:39 PM			
Main St. (Rt. 166) Bus Shelter (South)	12:44 PM			
Toms River Park & Ride	12:50 PM			
OC Gov't Complex	12:57 PM			
Ocean County Mall	1:05 PM			
Route 37 & Hooper Ave. - EB	1:13 PM			
Route 37 & Fischer Blvd. - NW	1:22 PM			
Seaside Heights Bayside Parking Lot	1:27 PM			
President & Route 35 South	1:34 PM			
<b>SUBTOTAL</b>				

TRIP No. 470	WESTBOUND	FULL FARE	HALF FARE	OTHER
		\$2.00	\$1.00	
President & Route 35 South	1:45 PM			
Seaside Heights Bayside Parking Lot	1:54 PM			
Route 37 & Fischer Blvd. - SE	1:58 PM			
Route 37 & Hooper Ave. - WB	2:07 PM			
Ocean County Mall	2:15 PM			
OC Gov't Complex	2:24 PM			
Toms River Park & Ride	2:31 PM			
Main St. (Rt. 166) Bus Shelter (North)	2:36 PM			
Community Medical Center	2:41 PM			
Walmart - Toms River	2:46 PM			
BJ's Wholesale Club	2:49 PM			
<b>SUBTOTAL</b>				

TRIP No. 560	EASTBOUND	FULL FARE	HALF FARE	OTHER
		\$2.00	\$1.00	
BJ's Wholesale Club	3:15 PM			
Walmart - Toms River	3:19 PM			
Community Medical Center	3:24 PM			
Main St. (Rt. 166) Bus Shelter (South)	3:29 PM			
Toms River Park & Ride	3:35 PM			
OC Gov't Complex	3:42 PM			
Ocean County Mall	3:50 PM			
Route 37 & Hooper Ave. - EB	3:58 PM			
Route 37 & Fischer Blvd. - NW	4:07 PM			
Seaside Heights Bayside Parking Lot	4:12 PM			
President & Route 35 South	4:19 PM			
<b>SUBTOTAL</b>				

**Ocean County Department of Transportation Services**

*Ocean Ride*

**OPERATOR'S DAILY REPORT**

**ROUTE: TOMS RIVER CONNECTION** **MONDAY - FRIDAY 12:30PM**

DAY \_\_\_\_\_ DATE \_\_\_\_\_ BUS # \_\_\_\_\_  
 OPERATOR \_\_\_\_\_ EMPLOYEE # \_\_\_\_\_

TRIP No. 490		WESTBOUND	FULL FARE	HALF FARE	OTHER
			\$2.00	\$1.00	
President & Route 35 South	4:45 PM				
Seaside Heights Bayside Parking Lot	4:54 PM				
Route 37 & Fischer Blvd. - SE	4:58 PM				
Route 37 & Hooper Ave. - WB	5:07 PM				
Ocean County Mall	5:15 PM				
OC Gov't Complex	5:24 PM				
Toms River Park & Ride	5:31 PM				
Main St. (Rt. 166) Bus Shelter (North)	5:36 PM				
Community Medical Center	5:41 PM				
Walmart - Toms River	5:46 PM				
BJ's Wholesale Club	5:49 PM				
Toms River Business Park	5:54 PM				
<b>SUBTOTAL</b>					

TRIP No. 580		EASTBOUND	FULL FARE	HALF FARE	OTHER
			\$2.00	\$1.00	
Toms River Business Park	6:10 PM				
BJ's Wholesale Club	6:15 PM				
Walmart - Toms River	6:19 PM				
Community Medical Center	6:24 PM				
Main St. (Rt. 166) Bus Shelter (South)	6:29 PM				
Toms River Park & Ride	6:35 PM				
OC Gov't Complex	6:42 PM				
Ocean County Mall	6:50 PM				
Route 37 & Hooper Ave. - EB	6:58 PM				
Route 37 & Fischer Blvd. - NW	7:07 PM				
Seaside Heights Bayside Parking Lot	7:12 PM				
President & Route 35 South	7:19 PM				
<b>SUBTOTAL</b>					

	FULL FARE	HALF FARE	OTHER
<b>TOTAL</b>			
<b>TOTAL PASSENGERS</b>			

BILLS \$	
CHANGE \$	
<b>TOTAL COLLECTED \$</b>	

DEVIATED TRIPS

CHECKED BY (NAME AND TITLE)

DATE

OPERATOR'S SIGNATURE AND NUMBER

Ocean County Department of Transportation Services

*Ocean Ride*

OPERATOR'S DAILY REPORT

**ROUTE: TOMS RIVER CONNECTION** **MONDAY - SATURDAY 7:00AM**

DAY \_\_\_\_\_ DATE \_\_\_\_\_ BUS # \_\_\_\_\_

OPERATOR \_\_\_\_\_ EMPLOYEE # \_\_\_\_\_

AM DRIVER		START	END	TOTAL
	TIME			
	ODOMETER			

TRIP No. 420	WESTBOUND	FULL FARE	HALF FARE	
		\$2.00	\$1.00	OTHER
President & Route 35 South	7:00 AM			
Seaside Heights Bayside Parking Lot	7:09 AM			
Route 37 & Fischer Blvd. - SE	7:13 AM			
Route 37 & Hooper Ave. - WB	7:22 AM			
OC Gov't Complex	7:26 AM			
Toms River Park & Ride	7:34 AM			
Main St. (Rt. 166) Bus Shelter (North)	7:39 AM			
Community Medical Center	7:44 AM			
Walmart - Toms River	7:49 AM			
BJ's Wholesale Club	7:53 AM			
Toms River Business Park	7:57 AM			
<b>SUBTOTAL</b>				

TRIP No. 510	EASTBOUND	FULL FARE	HALF FARE	
		\$2.00	\$1.00	OTHER
Toms River Business Park	8:00 AM			
BJ's Wholesale Club	8:05 AM			
Walmart - Toms River	8:09 AM			
Community Medical Center	8:14 AM			
Main St. (Rt. 166) Bus Shelter (South)	8:19 AM			
Toms River Park & Ride	8:25 AM			
OC Gov't Complex	8:32 AM			
Route 37 & Hooper Ave. - EB	8:35 AM			
Route 37 & Fischer Blvd. - NW	8:44 AM			
Seaside Heights Bayside Parking Lot	8:49 AM			
President & Route 35 South	8:56 AM			
<b>SUBTOTAL</b>				

TRIP No. 440	WESTBOUND	FULL FARE	HALF FARE	
		\$2.00	\$1.00	OTHER
President & Route 35 South	9:00 AM			
Seaside Heights Bayside Parking Lot	9:09 AM			
Route 37 & Fischer Blvd. - SE	9:13 AM			
Route 37 & Hooper Ave. - WB	9:22 AM			
Ocean County Mall	9:30 AM			
OC Gov't Complex	9:39 AM			
Toms River Park & Ride	9:46 AM			
Main St. (Rt. 166) Bus Shelter (North)	9:51 AM			
Community Medical Center	9:56 AM			
Walmart - Toms River	10:01 AM			
BJ's Wholesale Club	10:04 AM			
<b>SUBTOTAL</b>				

**Ocean County Department of Transportation Services**

*Ocean Ride*

**OPERATOR'S DAILY REPORT**

**ROUTE: TOMS RIVER CONNECTION** **MONDAY - SATURDAY 7:00AM**

DAY \_\_\_\_\_ DATE \_\_\_\_\_ BUS # \_\_\_\_\_  
 OPERATOR \_\_\_\_\_ EMPLOYEE # \_\_\_\_\_

TRIP No. 530		EASTBOUND	FULL FARE	HALF FARE	
			\$2.00	\$1.00	OTHER
	BJ's Wholesale Club	11:00 AM			
	Walmart - Toms River	11:04 AM			
	Community Medical Center	11:09 AM			
	Main St. (Rt. 166) Bus Shelter (South)	11:14 AM			
	Toms River Park & Ride	11:20 AM			
	OC Gov't Complex	11:27 AM			
	Ocean County Mall	11:35 AM			
	Route 37 & Hooper Ave. - EB	11:43 AM			
	Route 37 & Fischer Blvd. - NW	11:52 AM			
	Seaside Heights Bayside Parking Lot	11:57 AM			
	President & Route 35 South	12:04 PM			
<b>SUBTOTAL</b>					

TRIP No. 460		WESTBOUND	FULL FARE	HALF FARE	
			\$2.00	\$1.00	OTHER
	President & Route 35 South	12:45 PM			
	Seaside Heights Bayside Parking Lot	12:54 PM			
	Route 37 & Fischer Blvd. - SE	12:58 PM			
	Route 37 & Hooper Ave. - WB	1:07 PM			
	Ocean County Mall	1:15 PM			
	OC Gov't Complex	1:24 PM			
	Toms River Park & Ride	1:31 PM			
	Main St. (Rt. 166) Bus Shelter (North)	1:36 PM			
	Community Medical Center	1:41 PM			
	Walmart - Toms River	1:46 PM			
	BJ's Wholesale Club	1:49 PM			
<b>SUBTOTAL</b>					

	FULL FARE	HALF FARE	OTHER
<b>TOTAL</b>			
<b>TOTAL PASSENGERS</b>			

BILLS \$
CHANGE \$
<b>TOTAL COLLECTED \$</b>

**DEVIATED TRIPS**

CHECKED BY (NAME AND TITLE) \_\_\_\_\_

DATE \_\_\_\_\_

OPERATOR'S SIGNATURE AND NUMBER \_\_\_\_\_

**Ocean County Department of Transportation Services**  
*Ocean Ride*

**OPERATOR'S DAILY REPORT**

<b>ROUTE: TOMS RIVER CONNECTION</b>	<b>MONDAY - SATURDAY 2:15PM</b>
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DAY \_\_\_\_\_ DATE \_\_\_\_\_ BUS # \_\_\_\_\_

OPERATOR \_\_\_\_\_ EMPLOYEE # \_\_\_\_\_

PM DRIVER	START	END	TOTAL
	TIME		
	ODOMETER		

TRIP No. 851	EASTBOUND	FULL FARE	HALF FARE	OTHER
		\$2.00	\$1.00	
BJ's Wholesale Club	2:15 PM			
Walmart - Toms River	2:19 PM			
Community Medical Center	2:24 PM			
Main St. (Rt. 166) Bus Shelter (South)	2:29 PM			
Toms River Park & Ride	2:35 PM			
OC Gov't Complex	2:42 PM			
Ocean County Mall	2:50 PM			
Route 37 & Hooper Ave. - EB	2:58 PM			
Route 37 & Fischer Blvd. - NW	3:07 PM			
Seaside Heights Bayside Parking Lot	3:12 PM			
President & Route 35 South	3:19 PM			
<b>SUBTOTAL</b>				

TRIP No. 480	WESTBOUND	FULL FARE	HALF FARE	OTHER
		\$2.00	\$1.00	
President & Route 35 South	3:45 PM			
Seaside Heights Bayside Parking Lot	3:54 PM			
Route 37 & Fischer Blvd. - SE	3:58 PM			
Route 37 & Hooper Ave. - WB	4:07 PM			
Ocean County Mall	4:15 PM			
OC Gov't Complex	4:24 PM			
Toms River Park & Ride	4:31 PM			
Main St. (Rt. 166) Bus Shelter (North)	4:36 PM			
Community Medical Center	4:41 PM			
Walmart - Toms River	4:46 PM			
BJ's Wholesale Club	4:49 PM			
Toms River Business Park	4:54 PM			
<b>SUBTOTAL</b>				

TRIP No. 570	EASTBOUND	FULL FARE	HALF FARE	OTHER
		\$2.00	\$1.00	
Toms River Business Park	5:10 PM			
BJ's Wholesale Club	5:15 PM			
Walmart - Toms River	5:19 PM			
Community Medical Center	5:24 PM			
Main St. (Rt. 166) Bus Shelter (South)	5:29 PM			
Toms River Park & Ride	5:38 PM			
OC Gov't Complex	5:42 PM			
Ocean County Mall	5:50 PM			
Route 37 & Hooper Ave. - EB	5:58 PM			
Route 37 & Fischer Blvd. - NW	6:07 PM			
Seaside Heights Bayside Parking Lot	6:12 PM			
President & Route 35 South	6:19 PM			
<b>SUBTOTAL</b>				

Ocean County Department of Transportation Services

*Ocean Ride*

OPERATOR'S DAILY REPORT

**ROUTE: TOMS RIVER CONNECTION** **MONDAY - SATURDAY 2:15PM**

DAY \_\_\_\_\_ DATE \_\_\_\_\_ BUS # \_\_\_\_\_

OPERATOR \_\_\_\_\_ EMPLOYEE # \_\_\_\_\_

TRIP No. 495		WESTBOUND	FULL FARE	HALF FARE	
			\$2.00	\$1.00	OTHER
	President & Route 35 South	6:45 PM			
	Seaside Heights Bayside Parking Lot	6:54 PM			
	Route 37 & Fischer Blvd. - SE	6:58 PM			
	Route 37 & Hooper Ave. - WB	7:07 PM			
	Ocean County Mall	7:15 PM			
	OC Gov't Complex	7:24 PM			
	Toms River Park & Ride	7:31 PM			
	Main St. (Rt. 166) Bus Shelter (North)	7:36 PM			
	Community Medical Center	7:41 PM			
	Walmart - Toms River	7:46 PM			
	BJ's Wholesale Club	7:49 PM			
	<b>SUBTOTAL</b>				

TRIP No. 590		EASTBOUND	FULL FARE	HALF FARE	
			\$2.00	\$1.00	OTHER
	BJ's Wholesale Club	8:15 PM			
	Walmart - Toms River	8:19 PM			
	Community Medical Center	8:24 PM			
	Main St. (Rt. 166) Bus Shelter (South)	8:29 PM			
	Toms River Park & Ride	8:35 PM			
	OC Gov't Complex	8:42 PM			
	Ocean County Mall	8:50 PM			
	Route 37 & Hooper Ave. - EB	8:58 PM			
	Route 37 & Fischer Blvd. - NW	9:07 PM			
	Seaside Heights Bayside Parking Lot	9:12 PM			
	President & Route 35 South	9:19 PM			
	<b>SUBTOTAL</b>				

TRIP No. 595		EASTBOUND	FULL FARE	HALF FARE	
			\$2.00	\$1.00	OTHER
	Ocean County Mall	9:50 PM			
	Route 37 & Hooper Ave. - EB	9:58 PM			
	Route 37 & Fischer Blvd. - NW	10:07 PM			
	Seaside Heights Bayside Parking Lot	10:12 PM			
	President & Route 35 South	10:19 PM			
	<b>SUBTOTAL</b>				



Ocean County Department of Transportation Services

*Ocean Ride*

OPERATOR'S DAILY REPORT

**ROUTE: TOMS RIVER CONNECTION** **MONDAY - SATURDAY 2:15PM**

DAY \_\_\_\_\_ DATE \_\_\_\_\_ BUS # \_\_\_\_\_

OPERATOR \_\_\_\_\_ EMPLOYEE # \_\_\_\_\_

	FULL FARE	HALF FARE	OTHER
TOTAL			
TOTAL PASSENGERS			

BILLS	\$
CHANGE	\$
TOTAL COLLECTED	\$

DEVIATED TRIPS

CHECKED BY (NAME AND TITLE)

DATE

OPERATOR'S SIGNATURE AND NUMBER

**Ocean County Department of Transportation Services**  
*Ocean Ride*  
**OPERATOR'S DAILY REPORT**

**ROUTE: TOMS RIVER CONNECTION** **SATURDAY 8:00AM**

DAY \_\_\_\_\_ DATE \_\_\_\_\_ BUS # \_\_\_\_\_

OPERATOR \_\_\_\_\_ EMPLOYEE # \_\_\_\_\_

AM DRIVER		START	END	TOTAL
	TIME			
	ODOMETER			

TRIP No. 430	WESTBOUND	FULL FARE	HALF FARE	
		\$2.00	\$1.00	OTHER
	President & Route 35 South	8:00 AM		
	Seaside Heights Bayside Parking Lot	8:09 AM		
	Route 37 & Fischer Blvd. - SE	8:13 AM		
	Route 37 & Hooper Ave. - WB	8:22 AM		
	Ocean County Mall	8:30 AM		
	OC Gov't Complex	8:39 AM		
	Toms River Park & Ride	8:46 AM		
	Main St. (Rt. 166) Bus Shelter (North)	8:51 AM		
	Community Medical Center	8:56 AM		
	Walmart - Toms River	9:01 AM		
	BJ's Wholesale Club	9:04 AM		
	<b>SUBTOTAL</b>			

TRIP No. 520	EASTBOUND	FULL FARE	HALF FARE	
		\$2.00	\$1.00	OTHER
	BJ's Wholesale Club	9:15 AM		
	Walmart - Toms River	9:19 AM		
	Community Medical Center	9:24 AM		
	Main St. (Rt. 166) Bus Shelter (South)	9:29 AM		
	Toms River Park & Ride	9:35 AM		
	OC Gov't Complex	9:42 AM		
	Ocean County Mall	9:50 AM		
	Route 37 & Hooper Ave. - EB	9:58 AM		
	Route 37 & Fischer Blvd. - NW	10:07 AM		
	Seaside Heights Bayside Parking Lot	10:12 AM		
	President & Route 35 South	10:19 AM		
	<b>SUBTOTAL</b>			

TRIP No. 450	WESTBOUND	FULL FARE	HALF FARE	
		\$2.00	\$1.00	OTHER
	President & Route 35 South	11:00 AM		
	Seaside Heights Bayside Parking Lot	11:09 AM		
	Route 37 & Fischer Blvd. - SE	11:13 AM		
	Route 37 & Hooper Ave. - WB	11:22 AM		
	Ocean County Mall	11:30 AM		
	OC Gov't Complex	11:39 AM		
	Toms River Park & Ride	11:46 AM		
	Main St. (Rt. 166) Bus Shelter (North)	11:51 AM		
	Community Medical Center	11:56 AM		
	Walmart - Toms River	12:01 PM		
	BJ's Wholesale Club	12:04 PM		
	<b>SUBTOTAL</b>			

**Ocean County Department of Transportation Services**  
*Ocean Ride*  
**OPERATOR'S DAILY REPORT**

<b>ROUTE: TOMS RIVER CONNECTION</b>		<b>SATURDAY 8:00AM</b>	
DAY _____	DATE _____	BUS # _____	
OPERATOR _____	EMPLOYEE # _____		

TRIP No. 540		EASTBOUND	FULL FARE	HALF FARE	
			\$2.00	\$1.00	OTHER
BJ's Wholesale Club	12:30 PM				
Walmart - Toms River	12:34 PM				
Community Medical Center	12:39 PM				
Main St. (Rt. 166) Bus Shelter (South)	12:44 PM				
Toms River Park & Ride	12:50 PM				
OC Gov't Complex	12:57 PM				
Ocean County Mall	1:05 PM				
Route 37 & Hooper Ave. - EB	1:13 PM				
Route 37 & Fischer Blvd. - NW	1:22 PM				
Seaside Heights Bayside Parking Lot	1:27 PM				
President & Route 35 South	1:34 PM				
<b>SUBTOTAL</b>					

TRIP No. 470		WESTBOUND	FULL FARE	HALF FARE	
			\$2.00	\$1.00	OTHER
President & Route 35 South	1:45 PM				
Seaside Heights Bayside Parking Lot	1:54 PM				
Route 37 & Fischer Blvd. - SE	1:58 PM				
Route 37 & Hooper Ave. - WB	2:07 PM				
Ocean County Mall	2:15 PM				
OC Gov't Complex	2:24 PM				
Toms River Park & Ride	2:31 PM				
Main St. (Rt. 166) Bus Shelter (North)	2:36 PM				
Community Medical Center	2:41 PM				
Walmart - Toms River	2:46 PM				
BJ's Wholesale Club	2:49 PM				
<b>SUBTOTAL</b>					

TRIP No. 560		EASTBOUND	FULL FARE	HALF FARE	
			\$2.00	\$1.00	OTHER
BJ's Wholesale Club	3:15 PM				
Walmart - Toms River	3:19 PM				
Community Medical Center	3:24 PM				
Main St. (Rt. 166) Bus Shelter (South)	3:29 PM				
Toms River Park & Ride	3:35 PM				
OC Gov't Complex	3:42 PM				
Ocean County Mall	3:50 PM				
Route 37 & Hooper Ave. - EB	3:58 PM				
Route 37 & Fischer Blvd. - NW	4:07 PM				
Seaside Heights Bayside Parking Lot	4:12 PM				
President & Route 35 South	4:19 PM				
<b>SUBTOTAL</b>					

**Ocean County Department of Transportation Services**

*Ocean Ride*

**OPERATOR'S DAILY REPORT**

**ROUTE: TOMS RIVER CONNECTION** **SATURDAY 8:00AM**

DAY \_\_\_\_\_ DATE \_\_\_\_\_ BUS # \_\_\_\_\_  
 OPERATOR \_\_\_\_\_ EMPLOYEE # \_\_\_\_\_

TRIP No. 490	WESTBOUND	FULL FARE	HALF FARE	
		\$2.00	\$1.00	OTHER
	President & Route 35 South 4:45 PM			
	Seaside Heights Bayside Parking Lot 4:54 PM			
	Route 37 & Fischer Blvd. - SE 4:58 PM			
	Route 37 & Hooper Ave. - WB 5:07 PM			
	Ocean County Mall 5:15 PM			
	OC Gov't Complex 5:24 PM			
	Toms River Park & Ride 5:31 PM			
	Main St. (Rt. 166) Bus Shelter (North) 5:36 PM			
	Community Medical Center 5:41 PM			
	Walmart - Toms River 5:46 PM			
	BJ's Wholesale Club 5:49 PM			
	Toms River Business Park 5:54 PM			
<b>SUBTOTAL</b>				

TRIP No. 580	EASTBOUND	FULL FARE	HALF FARE	
		\$2.00	\$1.00	OTHER
	Toms River Business Park 6:10 PM			
	BJ's Wholesale Club 6:15 PM			
	Walmart - Toms River 6:19 PM			
	Community Medical Center 6:24 PM			
	Main St. (Rt. 166) Bus Shelter (South) 6:29 PM			
	Toms River Park & Ride 6:35 PM			
	OC Gov't Complex 6:42 PM			
	Ocean County Mall 6:50 PM			
	Route 37 & Hooper Ave. - EB 6:58 PM			
	Route 37 & Fischer Blvd. - NW 7:07 PM			
	Seaside Heights Bayside Parking Lot 7:12 PM			
	President & Route 35 South 7:19 PM			
<b>SUBTOTAL</b>				

	FULL FARE	HALF FARE	OTHER
<b>TOTAL</b>			
<b>TOTAL PASSENGERS</b>			

<b>BILLS</b>	<b>\$</b>
<b>CHANGE</b>	<b>\$</b>
<b>TOTAL COLLECTED</b>	<b>\$</b>

DEVIATED TRIPS

CHECKED BY (NAME AND TITLE)

DATE

OPERATOR'S SIGNATURE AND NUMBER

**Ocean County Department of Transportation Services**  
*Ocean Ride*  
**OPERATOR'S DAILY REPORT**

**ROUTE: TOMS RIVER CONNECTION** **SUNDAY 8:00AM**

DAY \_\_\_\_\_ DATE \_\_\_\_\_ BUS # \_\_\_\_\_

OPERATOR \_\_\_\_\_ EMPLOYEE # \_\_\_\_\_

AM DRIVER	START	END	TOTAL
	TIME		
	ODOMETER		

TRIP No. 810	WESTBOUND	FULL FARE	HALF FARE	
		\$2.00	\$1.00	OTHER
President & Route 35 South	8:00 AM			
Seaside Heights Bayside Parking Lot	8:09 AM			
Route 37 & Fischer Blvd. - SE	8:13 AM			
Route 37 & Hooper Ave. - WB	8:22 AM			
Ocean County Mall	8:30 AM			
OC Gov't Complex	8:38 AM			
Toms River Park & Ride	8:46 AM			
Main St. (Rt. 166) Bus Shelter (North)	8:51 AM			
Community Medical Center	8:56 AM			
Walmart - Toms River	9:01 AM			
BJ's Wholesale Club	9:04 AM			
<b>SUBTOTAL</b>				

TRIP No. 811	EASTBOUND	FULL FARE	HALF FARE	
		\$2.00	\$1.00	OTHER
BJ's Wholesale Club	9:15 AM			
Walmart - Toms River	9:19 AM			
Community Medical Center	9:24 AM			
Main St. (Rt. 166) Bus Shelter (South)	9:29 AM			
Toms River Park & Ride	9:35 AM			
OC Gov't Complex	9:42 AM			
Ocean County Mall	9:50 AM			
Route 37 & Hooper Ave. - EB	9:58 AM			
Route 37 & Fischer Blvd. - NW	10:07 AM			
Seaside Heights Bayside Parking Lot	10:12 AM			
President & Route 35 South	10:19 AM			
<b>SUBTOTAL</b>				

TRIP No. 830	WESTBOUND	FULL FARE	HALF FARE	
		\$2.00	\$1.00	OTHER
President & Route 35 South	11:00 AM			
Seaside Heights Bayside Parking Lot	11:09 AM			
Route 37 & Fischer Blvd. - SE	11:13 AM			
Route 37 & Hooper Ave. - WB	11:22 AM			
Ocean County Mall	11:30 AM			
OC Gov't Complex	11:38 AM			
Toms River Park & Ride	11:46 AM			
Main St. (Rt. 166) Bus Shelter (North)	11:51 AM			
Community Medical Center	11:56 AM			
Walmart - Toms River	12:01 PM			
BJ's Wholesale Club	12:04 PM			
<b>SUBTOTAL</b>				

**Ocean County Department of Transportation Services**

*Ocean Ride*

**OPERATOR'S DAILY REPORT**

**ROUTE: TOMS RIVER CONNECTION** **SUNDAY 8:00AM**

DAY \_\_\_\_\_ DATE \_\_\_\_\_ BUS # \_\_\_\_\_  
 OPERATOR \_\_\_\_\_ EMPLOYEE # \_\_\_\_\_

TRIP No. 831		EASTBOUND	FULL FARE	HALF FARE	
			\$2.00	\$1.00	OTHER
	BJ's Wholesale Club	12:30 PM			
	Walmart - Toms River	12:34 PM			
	Community Medical Center	12:39 PM			
	Main St. (Rt. 166) Bus Shelter (South)	12:44 PM			
	Toms River Park & Ride	12:50 PM			
	OC Gov't Complex	12:57 PM			
	Ocean County Mall	1:05 PM			
	Route 37 & Hooper Ave. - EB	1:13 PM			
	Route 37 & Fischer Blvd. - NW	1:22 PM			
	Seaside Heights Bayside Parking Lot	1:27 PM			
	President & Route 35 South	1:34 PM			
<b>SUBTOTAL</b>					

TRIP No. 850		WESTBOUND	FULL FARE	HALF FARE	
			\$2.00	\$1.00	OTHER
	President & Route 35 South	1:45 PM			
	Seaside Heights Bayside Parking Lot	1:54 PM			
	Route 37 & Fischer Blvd. - SE	1:58 PM			
	Route 37 & Hooper Ave. - WB	2:07 PM			
	Ocean County Mall	2:15 PM			
	OC Gov't Complex	2:24 PM			
	Toms River Park & Ride	2:31 PM			
	Main St. (Rt. 166) Bus Shelter (North)	2:36 PM			
	Community Medical Center	2:41 PM			
	Walmart - Toms River	2:46 PM			
	BJ's Wholesale Club	2:49 PM			
<b>SUBTOTAL</b>					

TRIP No. 851		EASTBOUND	FULL FARE	HALF FARE	
			\$2.00	\$1.00	OTHER
	BJ's Wholesale Club	3:15 PM			
	Walmart - Toms River	3:19 PM			
	Community Medical Center	3:24 PM			
	Main St. (Rt. 166) Bus Shelter (South)	3:29 PM			
	Toms River Park & Ride	3:35 PM			
	OC Gov't Complex	3:42 PM			
	Ocean County Mall	3:50 PM			
	Route 37 & Hooper Ave. - EB	3:58 PM			
	Route 37 & Fischer Blvd. - NW	4:07 PM			
	Seaside Heights Bayside Parking Lot	4:12 PM			
	President & Route 35 South	4:19 PM			
<b>SUBTOTAL</b>					

**Ocean County Department of Transportation Services**

*Ocean Ride*

**OPERATOR'S DAILY REPORT**

**ROUTE: TOMS RIVER CONNECTION** **SUNDAY 8:00AM**

DAY \_\_\_\_\_ DATE \_\_\_\_\_ BUS # \_\_\_\_\_

OPERATOR \_\_\_\_\_ EMPLOYEE # \_\_\_\_\_

TRIP No. 870	WESTBOUND	FULL FARE	HALF FARE	OTHER
		\$2.00	\$1.00	
President & Route 35 South	4:45 PM			
Seaside Heights Bayside Parking Lot	4:54 PM			
Route 37 & Fischer Blvd. - SE	4:58 PM			
Route 37 & Hooper Ave. - WB	5:07 PM			
Ocean County Mall	5:15 PM			
OC Gov't Complex	5:24 PM			
Toms River Park & Ride	5:31 PM			
Main St. (Rt. 166) Bus Shelter (North)	5:36 PM			
Community Medical Center	5:41 PM			
Walmart - Toms River	5:46 PM			
BJ's Wholesale Club	5:49 PM			
<b>SUBTOTAL</b>				

	FULL FARE	HALF FARE	OTHER
<b>TOTAL</b>			
<b>TOTAL PASSENGERS</b>			

<b>BILLS</b>	<b>\$</b>
<b>CHANGE</b>	<b>\$</b>
<b>TOTAL COLLECTED</b>	<b>\$</b>

DEVIATED TRIPS

CHECKED BY (NAME AND TITLE) \_\_\_\_\_

DATE \_\_\_\_\_

OPERATOR'S SIGNATURE AND NUMBER \_\_\_\_\_

**Ocean County Department of Transportation Services**

*Ocean Ride*

**OPERATOR'S DAILY REPORT**

**ROUTE: TOMS RIVER CONNECTION** **SUNDAY 9:00AM**

DAY \_\_\_\_\_ DATE \_\_\_\_\_ BUS # \_\_\_\_\_

OPERATOR \_\_\_\_\_ EMPLOYEE # \_\_\_\_\_

AM DRIVER	START	END	TOTAL
	TIME		
	ODOMETER		

TRIP No. 820	WESTBOUND	FULL FARE	HALF FARE	
		\$2.00	\$1.00	OTHER
President & Route 35 South	9:00 AM			
Seaside Heights Bayside Parking Lot	9:09 AM			
Route 37 & Fischer Blvd. - SE	9:13 AM			
Route 37 & Hooper Ave. - WB	9:22 AM			
Ocean County Mall	9:30 AM			
OC Gov't Complex	9:38 AM			
Toms River Park & Ride	9:46 AM			
Main St. (Rt. 166) Bus Shelter (North)	9:51 AM			
Community Medical Center	9:56 AM			
Walmart - Toms River	10:01 AM			
BJ's Wholesale Club	10:04 AM			
<b>SUBTOTAL</b>				

TRIP No. 821	EASTBOUND	FULL FARE	HALF FARE	
		\$2.00	\$1.00	OTHER
BJ's Wholesale Club	11:00 AM			
Walmart - Toms River	11:04 AM			
Community Medical Center	11:09 AM			
Main St. (Rt. 166) Bus Shelter (South)	11:14 AM			
Toms River Park & Ride	11:20 AM			
OC Gov't Complex	11:27 AM			
Ocean County Mall	11:35 AM			
Route 37 & Hooper Ave. - EB	11:43 AM			
Route 37 & Fischer Blvd. - NW	11:52 AM			
Seaside Heights Bayside Parking Lot	11:57 AM			
President & Route 35 South	12:04 PM			
<b>SUBTOTAL</b>				

TRIP No. 840	WESTBOUND	FULL FARE	HALF FARE	
		\$2.00	\$1.00	OTHER
President & Route 35 South	12:45 PM			
Seaside Heights Bayside Parking Lot	12:54 PM			
Route 37 & Fischer Blvd. - SE	12:58 PM			
Route 37 & Hooper Ave. - WB	1:07 PM			
Ocean County Mall	1:15 PM			
OC Gov't Complex	1:24 PM			
Toms River Park & Ride	1:31 PM			
Main St. (Rt. 166) Bus Shelter (North)	1:36 PM			
Community Medical Center	1:41 PM			
Walmart - Toms River	1:46 PM			
BJ's Wholesale Club	1:49 PM			
<b>SUBTOTAL</b>				



**Ocean County Department of Transportation Services**  
*Ocean Ride*

**OPERATOR'S DAILY REPORT**

<b>ROUTE: TOMS RIVER CONNECTION</b>	<b>SUNDAY 9:00AM</b>
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DAY \_\_\_\_\_ DATE \_\_\_\_\_ BUS # \_\_\_\_\_  
 OPERATOR \_\_\_\_\_ EMPLOYEE # \_\_\_\_\_

TRIP No. 841	EASTBOUND	FULL FARE	HALF FARE	OTHER
		\$2.00	\$1.00	
BJ's Wholesale Club	2:15 PM			
Walmart - Toms River	2:19 PM			
Community Medical Center	2:24 PM			
Main St. (Rt. 166) Bus Shelter (South)	2:29 PM			
Toms River Park & Ride	2:35 PM			
OC Gov't Complex	2:42 PM			
Ocean County Mall	2:50 PM			
Route 37 & Hooper Ave. - EB	2:58 PM			
Route 37 & Fischer Blvd. - NW	3:07 PM			
Seaside Heights Bayside Parking Lot	3:12 PM			
President & Route 35 South	3:19 PM			
<b>SUBTOTAL</b>				

TRIP No. 860	WESTBOUND	FULL FARE	HALF FARE	OTHER
		\$2.00	\$1.00	
President & Route 35 South	3:45 PM			
Seaside Heights Bayside Parking Lot	3:54 PM			
Route 37 & Fischer Blvd. - SE	3:58 PM			
Route 37 & Hooper Ave. - WB	4:07 PM			
Ocean County Mall	4:15 PM			
OC Gov't Complex	4:24 PM			
Toms River Park & Ride	4:31 PM			
Main St. (Rt. 166) Bus Shelter (North)	4:36 PM			
Community Medical Center	4:41 PM			
Walmart - Toms River	4:46 PM			
BJ's Wholesale Club	4:49 PM			
<b>SUBTOTAL</b>				

TRIP No. 861	EASTBOUND	FULL FARE	HALF FARE	OTHER
		\$2.00	\$1.00	
BJ's Wholesale Club	5:15 PM			
Walmart - Toms River	5:19 PM			
Community Medical Center	5:24 PM			
Main St. (Rt. 166) Bus Shelter (South)	5:29 PM			
Toms River Park & Ride	5:35 PM			
OC Gov't Complex	5:42 PM			
Ocean County Mall	5:50 PM			
Route 37 & Hooper Ave. - EB	5:58 PM			
Route 37 & Fischer Blvd. - NW	6:07 PM			
Seaside Heights Bayside Parking Lot	6:12 PM			
President & Route 35 South	6:19 PM			
<b>SUBTOTAL</b>				

Ocean County Department of Transportation Services

*Ocean Ride*

OPERATOR'S DAILY REPORT

**ROUTE: TOMS RIVER CONNECTION** **SUNDAY 9:00AM**

DAY \_\_\_\_\_ DATE \_\_\_\_\_ BUS # \_\_\_\_\_  
 OPERATOR \_\_\_\_\_ EMPLOYEE # \_\_\_\_\_

TRIP No. 880	WESTBOUND	FULL FARE	HALF FARE	OTHER
		\$2.00	\$1.00	
President & Route 35 South	6:45 PM			
Seaside Heights Bayside Parking Lot	6:54 PM			
Route 37 & Fischer Blvd. - SE	6:58 PM			
Route 37 & Hooper Ave. - WB	7:07 PM			
Ocean County Mall	7:15 PM			
OC Gov't Complex	7:24 PM			
Toms River Park & Ride	7:31 PM			
<b>SUBTOTAL</b>				

	FULL FARE	HALF FARE	OTHER
<b>TOTAL</b>			
<b>TOTAL PASSENGERS</b>			

<b>BILLS</b>	\$
<b>CHANGE</b>	\$
<b>TOTAL COLLECTED</b>	\$

DEVIATED TRIPS

CHECKED BY (NAME AND TITLE)

DATE

OPERATOR'S SIGNATURE AND NUMBER

## Appendix A, Exhibit G

### Insurance Requirements

#### INSURANCE REQUIREMENTS

Requirements:

- a. Workers Compensation Insurance – or its equivalent with statutory benefits as required by any State or Federal Law, including standard “other states” coverage:
 

\$500,000	each accident for bodily injury by accident
\$500,000	each employee for bodily injury by disease and
\$500,000	policy limit for bodily injury by disease
  
- b. Business Auto Liability Insurance – or its equivalent with a minimum of:
 

\$1,000,000 per accident and including coverage for the following:	
▪	Liability arising out of the ownership, maintenance, or use of any auto, and
▪	Automobile non-ownership and hired car coverage
  
- c. Commercial General Liability Insurance – or its equivalent for bodily injury, personal injury and property damage including loss of use, with minimum limits of:
 

\$5,000,000	each occurrence
\$5,000,000	personal and advertising injury
\$5,000,000	general aggregate and products/completed operation aggregate
  
- d. The Subrecipient shall defend, indemnify, protect and save harmless the State of New Jersey, NJ TRANSIT, their departments, subsidiaries, board, board members, officers, agents and employees, from and against any and all suits, claims, demands or damages of any nature whether for injury to, or death of persons or damage to property arising or claimed to arise from any acts or omissions, whether negligent or not, by the Subrecipient, its agents, employees all irrespective of whether such acts or omissions are within or beyond the control of the Subrecipient performing the services provided under this Agreement, including but not limited to costs of investigation, court costs, counsel fees, settlements, judgements or otherwise. In the event of any such claim, demand, or suit against or joining the State of New Jersey, NJ TRANSIT, their boards, officers, agents, and employees arising out of the performance of this Agreement or the Service, the Subrecipient shall assume and take over the investigation and defense thereof as its own cost and expense as set forth above.

# Appendix A, Exhibit H

## Fare Collection Procedures

### REVENUE COLLECTION & PROCESSING

#### **Bus Revenue Collection Equipment**

The contractor shall provide Diamond Mfg. Model SV or equal. The fare boxes will be installed on all buses supplied by the carrier. This fare box will accept coins and bills.

#### **Bus Revenue Collection Equipment Maintenance**

The carrier shall maintain all such fare box equipment in accordance with the standards of the manufacturer. The carrier shall also be responsible for all costs associated with the maintenance and repair of the equipment.

Ocean County has the right to inspect each unit to confirm the carrier's proper maintenance of the equipment. Upon written notification from the County, the carrier shall promptly correct any unsatisfactory items (delays in receipt of materials or parts from suppliers are anticipated and understood).

#### **Bus Revenue Collection Procedures**

Proper collection and registration of all fares in accordance with Ocean County policies and procedures is the responsibility of the carrier. All flashes of monthly passes will be recorded on the farebox as a count only. All tickets/transfers collected will be punched and accumulated by each operator. At the end of the operator's shift, the tickets/transfers will be counted and recorded. All revenue collected will be reported with the submittal of monthly vouchers and invoices and will be deducted from the total due to the contractor.

Operator must submit bus passes and record bus passes properly on the tablet and paper manifests.

#### **Revenue Auditing**

Ocean County will be responsible for auditing all revenue. Revenue reports will be compared to system data on a monthly basis to determine system performance. In the event of a discrepancy, the carrier will permit unrestricted access to Ocean County auditors in an effort to resolve any and all problems.

# Appendix A, Exhibit I

## Equal Employment Opportunity for Procurement and Service Contracts

### EXHIBIT I

(REVISED 4/10)

#### EXHIBIT A

#### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

#### GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will 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.

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

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

# **Appendix A, Exhibit J**

## **Customer Service Guidelines**

### **EXHIBIT J**

#### **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 Ocean County between the hours of 5:30 AM and 2:00 PM, daily.
- Carrier will accept advance wheelchair reservations and notify bus operator of reservation; in addition, Carrier must ensure lift is in proper working order.
- Carrier will establish lost and found number and maintain active records.
- Carrier will record complaints (by category), comments, and commendations and forward copies to the Ocean County Omnibus Supervisor for review.
- Carrier will investigate and document an incident report to be submitted to Ocean County and resolve the customer concerns within one week.
- Carrier will respond directly to all incoming correspondence within 7-10 working days and forward copy to Ocean County Omnibus Supervisor.
- Carrier upon receiving customer complaints from Ocean County Omnibus Supervisors will investigate and respond within one week.
- Carrier will display marketing materials on all buses upon Ocean County request.

# **Appendix A, Exhibit K**

## **Operator Requirements**

### **EXHIBIT K**

#### **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-sensitive positions. Such testing, must be in compliance with 49CFR Parts 40 and 655. Any positive test resulting from this screen will cause the applicant to be rejected by the Carrier.
2. Each revenue vehicle operator of the contractor 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.



# Appendix A, Exhibit L

## Driver Appearance and Uniform Requirements

### EXHIBIT L *DRIVER APPEARANCE AND UNIFORM REQUIREMENTS*

The Operator shall issue to all drivers, uniforms authorized by Ocean County. Drivers shall be in uniform at all times when on duty and when operating the service specified in this Agreement. The Operator shall maintain and enforce a dress code for drivers, based on the County's 'Driver Appearance and Uniform Requirements' as outlined below.

In this world of allergies, colognes may be used sparingly, as not to offend customers or co-workers. Some people are allergic to different fragrances.

Our entire workday and the proper performance of our daily manifest involves proper and accurate timing therefore the **Use of a watch is suggested.**

1. Operator ID must be worn and visible at all times.
2. A proper identifying nametag must be worn and visible at all times.
3. Drivers are expected to maintain a neat, well-groomed, professional appearance at all times.
4. Men's hair must be maintained above the shirt collar.
5. Men's earrings are restricted to the stud/post style.
6. As a safety precaution, women's earrings can be no more than 1 inch in diameter for hoops/or 1 inch in length.
7. All attire must be clean and in good condition. (no patches, holes, and wrinkle free)
8. All drivers must wear a complete uniform at all times.
9. No open-toed shoes, sandals, mules, sling backs, backless etc.
10. No high heeled (platform) shoes or boots.
11. Shoes must be sturdy, clean, in good condition and are at the employee's own expense. Shoes should have non-skid soles.
12. Socks must be worn with all uniforms including shorts.
13. Shorts/Skorts may be worn after May 31 through Labor Day. Exception: Over 80 degrees, this directive may be adjusted and will be announced by management.
14. Shorts/Skorts must be knee length and solid navy blue in color.

15. A work shirt must be worn with shorts/skorts.
16. Tee shirts may be worn under a work shirt.
17. A high level of personal hygiene should be maintained.
18. Any outerwear worn over a shirt must be a jacket appropriate for the season, matching the uniform.

**The following applies to drivers without uniforms.**

1. Wear navy blue pants, white or light blue shirt
2. No sleeveless shirts
3. Follow basic shoes guidelines
4. No dresses or skirts.
5. No cutoff sweatshirts/ shorts.
6. No tee shirts may be worn as an outer garment.
7. Dark blue jeans are permitted in place of navy pants.
8. Only plain sweatshirts are allowed, preferably navy blue.

**Appendix B**  
Route 37 Bus Service Technical Proposal Forms

**APPENDIX B**

**Ocean County, New Jersey**

**TECHNICAL PROPOSAL PACKAGE FOR  
ROUTE 37 ROUTE BUS SERVICE**

***(BIDDERS MAY USE THIS DOCUMENT AS A GUIDE FOR COMPLETING THE  
PROPOSAL AND ARE WELCOME TO INCLUDE ADDITIONAL SHEETS IF  
NEEDED)***

**COMPANY NAME:** Click or tap here to enter text.

---

**TECHNICAL PROPOSAL PACKAGE**  
**Ocean County Department of Transportation**  
**Route 37 Bus Service**

**Company Name:** Click or tap here to enter text.

**Company Address:** Click or tap here to enter text.

**Executive Officer:** Click or tap here to enter text.

**Contact Person:** Click or tap here to enter text.

**Telephone Number:** Click or tap here to enter text.

**INSTRUCTIONS:**

**GENERAL:**

- All forms included and/or requested in the proposal package **must** be submitted by the Operator when responding to the Bid. The proposal package must address completely all items requested in the Bid. *These forms do not limit the size or content of the proposal package.*
- **Proposals which do not comply with all of the requirements of the Bid may be rejected by Ocean County as non-responsive.**

**UNDERSTANDING OF THE SERVICE TO BE PROVIDED:**

The purpose of this section is to ascertain and evaluate the Operator's understanding of the service to be provided.

- The Operator should provide the information requested on Appendix B Pages 8-10 concerning the Garage Facilities. The Operator may add any additional information to this form that he feels provides a better understanding of the facilities to be provided.
- The Operator 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 Operator must supply evidence of having successfully operated service of a similar nature to those described in the Bid and must provide a description of its ability to provide such services (complete Appendix B Pages 11-14).
-

**EXPERIENCE AND QUALIFICATIONS OF THE COMPANY IN PROVIDING LOCAL TRANSIT SERVICE: (Cont'd)**

- The Operator must provide a minimum of **three (3) credit references;** to include at least one (1) reference from a bank which indicates the Operator's credit worthiness and one (1) reference from the transit industry.
- The Operator 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 Operator 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.

**OCEAN COUNTY  
ROUTE 37 BUS SERVICE PROPOSAL  
PROPOSED PERSONNEL**

<b>Job Title</b>	<b>Number of Employees</b>	<b>Union (Y/N) Name &amp; Local #</b>	<b># of Hours per week</b>	<b>Overtime Eligible Y/N</b>
<b>TRANSPORTATION PERSONNEL:</b>				
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
<b>TOTAL</b>	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

**OCEAN COUNTY  
ROUTE 37 BUS SERVICE PROPOSAL  
PROPOSED PERSONNEL**

<b>MAINTENANCE PERSONNEL:</b>				
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

	tap here to enter text.	to enter text.	here to enter text.	here to enter text.
Click or tap here to enter text.				
<b>TOTAL</b>	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

**OCEAN COUNTY  
ROUTE 37 BUS SERVICE PROPOSAL  
PROPOSED PERSONNEL**

<b>FACILITY GARAGE PERSONNEL:</b>				
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
<b>TOTAL</b>	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
<b>ADMINISTRATIVE PERSONNEL:</b>				
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
<b>TOTAL</b>	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
<b>Total Number of Employees:</b>	Click or	Click or tap here	Click or tap	Click or tap

	tap here to enter text.	to enter text.	here to enter text.	here to enter text.
--	-------------------------	----------------	---------------------	---------------------

**Total number of peak vehicles necessary to operate service:** Click or tap here to enter text.

**Spares:** Click or tap here to enter text.



**OCEAN COUNTY  
ROUTE 37 BUS SERVICE PROPOSAL  
PROPOSED PERSONNEL**

**A QUOTE FROM AN INSURANCE AGENT MUST BE INCLUDED AS AN ATTACHMENT ALONG WITH ALL CORRECT CERTIFICATES OF INSURANCE.**

<b>TYPE OF COVERAGE</b>	<b>INSURANCE CARRIER</b>
<b>BUS LIABILITY (Include All Layers of Coverage)</b>	Click or tap here to enter text.
	Click or tap here to enter text.
	Click or tap here to enter text.
	Click or tap here to enter text.
	Click or tap here to enter text.
<b>BUS PHYSICAL DAMAGE</b>	Click or tap here to enter text.
	Click or tap here to enter text.
	Click or tap here to enter text.
	Click or tap here to enter text.
<b>OTHER VEHICLE LIABILITY</b>	Click or tap here to enter text.
	Click or tap here to enter text.
	Click or tap here to enter text.
<b>GENERAL LIABILITIES</b>	Click or tap here to enter text.
	Click or tap here to enter text.
	Click or tap here to enter text.
<b>WORKERS COMPENSATION</b>	Click or tap here to enter text.
	Click or tap here to enter text.
	Click or tap here to enter text.

**OCEAN COUNTY  
ROUTE 37 BUS SERVICE PROPOSAL  
PROPOSED PERSONNEL**

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.

Click or tap here to enter text.

2. List the names, addresses and compensations paid, including any expense allowances of all company officers and executives (Including all applicable affiliates).

Click or tap here to enter text.

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
Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.

**OCEAN COUNTY**  
**ROUTE 37 BUS SERVICE PROPOSAL**  
**COMPANY INFORMATION**  
**(CONTINUED)**

4. PROVIDE THE FOLLOWING REFERENCES:
- a. Bank (detailing years of association and credit worthiness)
  - b. Trade (three (3) 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 Bid (upload additional sheets if necessary):  
Click or tap here to enter text.
6. List all relevant facts concerning CRIMINAL CONVICTIONS AGAINST company/affiliate officers as required by the Bid (upload 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 (upload additional sheets if necessary): Click or tap here to enter text.
8. Upload current copy of Certificate of Operating Authority (ICC, DOT) that evidences authority to operate service, if any, which is operated by your company in the State of New Jersey. Also, attach a copy of the most recent U.S. DOT Safety Compliance Inspection, showing a satisfactory rating.
9. Upload most recent certified financial statement for operating company (if newly formed venture, attach statement pertaining to parent company).

**OCEAN COUNTY  
ROUTE 37 BUS SERVICE PROPOSAL  
GARAGE FACILITIES**

Instructions: Carriers shall provide the following information as requested below:

1. Address and location of garage: Click or tap here to enter text.
2. State whether garage is owned or leased (if leased, provide name and address of owner and upload a copy of current lease in the Question labeled” *Additional Vendor Documentation*). Click or tap here to enter text.
3. State size of facility area (inside and outside), including storage and parking capacity. Click or tap here to enter text.
4. Upload site drawing denoting: maintenance work area(s), washing and servicing area(s), fueling area(s), vaulting area(s), dispatch area(s), driver’s test 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. Click or tap here to enter text.
6. Total number of work-stalls (work-bays): Click or tap here to enter text. (Includes work-stalls with pits or lifts)
7. Number of pits: Click or tap here to enter text.
8. Number and type of lifts: Click or tap here to enter text.
9. Describe washing and cleaning equipment and facilities: Click or tap here to enter text.
10. List number of fuel tanks, capacity and location: Click or tap here to enter text.
11. Describe system for handling bulk fluid storage, means, capacities and disposal procedures: Click or tap here to enter text.
12. List and describe:
  - (1) Indoor bus storage area-capacity: Click or tap here to enter text.
  - (2) Driver locker room facilities and capacity; and, Click or tap here to enter text.
  - (3) Lost and found procedures (reporting, securing and reclamation):

**OCEAN COUNTY  
ROUTE 37 BUS SERVICE PROPOSAL  
GARAGE FACILITIES (Cont'd)**

13. Describe safety procedures in effect:

Click or tap here to enter text.

14. Describe fire protection system and procedures in effect:

Click or tap here to enter text.

15. 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.

Click or tap here to enter text.

16. Please provide any other information which may be of assistance in evaluating your garage facility:

Click or tap here to enter text.



**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:

Click or tap here to enter text.

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.

Click or tap here to enter text.

5. 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.

Click or tap here to enter text.

6. Provide a description of the plan 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.

Click or tap here to enter text.

7. 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.

Click or tap here to enter text.

8. Please provide any other information which may be of assistance in evaluating your operating experience (upload additional sheets if necessary):

Click or tap here to enter text.

**OPERATING INFORMATION (CONTINUED)**

9. Upload detailed schedules for maintenance of equipment to be used in performing the services described in this bid.
  
10. Upload all scheduling documents (i.e.: run-guides) relating to the construction of the service to be operated. Utilizing the headways/schedules provided **in the bid**, 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.**
  
11. Fuel Costs:
  - Cost Per Gallon (net of taxes):
 

	FY 2022: Click or tap here to enter text.
	FY 2023: Click or tap here to enter text.
	FY 2024: Click or tap here to enter text.
  
  - Projected Number of Gallons (diesel):
 

	FY 2022: Click or tap here to enter text.
	FY 2023: Click or tap here to enter text.
	FY 2024: Click or tap here to enter text.
  
  - Projected Miles Per Gallon:
 

	FY 2022: Click or tap here to enter text.
	FY 2023: Click or tap here to enter text.
	FY 2024: Click or tap here to enter text.
  
  - Projected Annual Mileage:
 

	FY 2022: Click or tap here to enter text.
	FY 2023: Click or tap here to enter text.
	FY 2024: Click or tap here to enter text.

**FUEL VENDOR NAME:** Click or tap here to enter text.



IFB #		COMPANY NAME _____				
STATEMENT OF PROPOSED COSTS			<i>* amounts must be supported by detailed schedule showing the basis for the calculation.</i>			
TYPE	Acct#	ACCOUNT DESCRIPTION	Year 1	Year 2	Total	Option Yr. 3
<b>OPERATIONAL EXPENSES (Continued)</b>						
<b>MAINTENANCE EXPENSES</b>						
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 MAINTENANCE SALARIES				
M	50324	OUTSIDE MAINTENANCE SERVICES - REVENUE VEHICLES				
M	50421	PARTS - REVENUE VEHICLES				
M	50431	SERVICE VEHICLE EXPENSES				
M	50423	TIRES AND TUBES				
M	59999	OTHER MAINTENANCE EXPENSES (PLEASE ITEMIZE)				
<b>TOTAL MAINTENANCE EXPENSES</b>						
<b>FACILITY / GARAGE EXPENSES</b>						
O	50115	GARAGE MANAGEMENT SALARIES				
O	50201	* FRINGE BENEFITS - GARAGE MANAGEMENT SALARIES				
O	50111	FACILITY MAINTENANCE SALARIES				
O	50201	* FRINGE BENEFITS - FACILITY MAINTENANCE 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)				
<b>TOTAL FACILITY EXPENSES</b>						

<b>IFB #</b>		<b>COMPANY NAME _____</b>				
<b><u>STATEMENT OF PROPOSED COSTS</u></b>			<i>* amounts must be supported by detailed schedule showing the basis for the calculation.</i>			
<u>TYPE</u>	<u>Acct#</u>	<u>ACCOUNT DESCRIPTION</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Total</u>	<u>Option Yr. 3</u>
<b>ADMINISTRATIVE AND GENERAL</b>						
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)				
		<b>TOTAL ADMIN. &amp; GENERAL EXPENSES</b>				
O	99999	PROFIT				
		<b>TOTAL PROPOSED EXPENSES</b>				

<b><u>SUMMARY OF PROPOSED COSTS</u></b>				
HOURLY COSTS				
MILEAGE COSTS				
OTHER COSTS				
<b>TOTAL PROPOSED Budget</b>				

<b>IFB#</b>		<b>COMPANY NAME</b> _____		
<b>FUEL EXPENSE FOR REVENUE VEHICLES</b>				
	<b>PROJECTED # OF GALLONS PER MILE</b>	<b>PROJECTED COST PER GALLON</b>	<b>PROJECTED TOTAL # OF GALLONS</b>	<b>PROJECTED TOTAL FUEL EXPENSE</b>
<b>Year 1</b>				
<b>Year 2</b>				
<b>Year 3</b>				



<b>IFB#</b>		<b>COMPANY NAME:</b> _____		
<b>INSURANCE EXPENSE</b>		<b>A QUOTE FROM AN INSURANCE AGENT MUST BE INCLUDED AS AN ATTACHMENT TO THIS COMPLETED FORM</b>		
<b>TYPE OF COVERAGE</b>	<b>INSURANCE CARRIER</b>	<b>PREMIUM</b>	<b>PERIOD COVERED</b>	<b>ANNUAL COST</b>
<b>TRANSPORTATION EXPENSES</b>				
<b>MAINTENANCE EXPENSES</b>				
<b>FACILITY GARAGE EXPENSES</b>				
<b>ADMINISTRATIVE AND GENERAL EXPENSES</b>				
<b>TOTAL</b>				







## ANNUAL CERTIFICATION OF COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA)

I, [Click or tap here to enter text.](#) (*Name of Individual*), executing this document on behalf of the undersigned company, partnership, corporation, or entity hereinafter referred to as “Subrecipient”, presently doing business with NJ TRANSIT, hereby warrant and affirm to NJ TRANSIT as follows:

- The Subrecipient certifies that its transportation service is in compliance with the DOT ADA Regulations as per 49 CFR Parts 37, 38 and 39.
- The Subrecipient certifies that any contractors operating some or all of the Subrecipient’s service complies with the DOT ADA regulations as per 49 CFR Parts 37, 38 and 39.
- The Subrecipient certifies that the transportation service offered to individuals with disabilities, including individuals who use mobility devices, is equivalent to the level and quality of service offered to individuals without disabilities.
- The Subrecipient shall not deny service to a person with a disability based on what it perceives to be “safe” or “unsafe” for that individual. Individuals with disabilities have the right to decide the level of risk they are willing to take to travel independently.
- The Subrecipient shall not impose special charges for providing required accessible services to individuals with disabilities.
- The Subrecipient shall not require that an individual with disabilities be accompanied by an attendant.
- The Subrecipient shall not refuse to serve an individual with a disability because its insurance company conditions coverage or rates on the absence of individuals with disabilities.
- The Subrecipient may refuse to provide service to an individual with disabilities because that individual engages in violent, seriously disruptive, or illegal conduct, or represents a direct threat to the health or safety of others. However, a Subrecipient shall not refuse to provide service to an individual with disabilities solely because the individual’s disability results in appearance or involuntary behavior that may offend, annoy, or inconvenience employees of the Subrecipient or other persons.
- The Subrecipient shall ensure that vehicle operators and other personnel make use of accessibility-related equipment or features required by Part 38 of the ADA.
- The Subrecipient shall maintain in operative condition those features of vehicles that are required to make the vehicle readily accessible to and usable by individuals with disabilities. These features include, but are not limited to, lifts and ramps, lighting, mobility aid securement areas and systems, and seat belts and shoulder harnesses.
- The Subrecipient shall promptly repair accessibility features if they are damaged or out of order.





- The Subrecipient shall establish a system of regular and frequent maintenance checks of lifts and ramps sufficient to determine if they are operative. The Subrecipient shall ensure that vehicle operators report, by the most immediate means available, any failure of a lift or ramp to operate in service. When a lift or ramp is discovered to be inoperative, the Subrecipient shall take the vehicle out of service before beginning the vehicle's next service day and ensure that the lift/ramp is repaired before the vehicle returns to service.
- The Subrecipient should carry the occupant and their wheelchair if the lift and vehicle can accommodate them.
- The Subrecipient is not required to permit riders who use wheelchairs to ride in places other than designated securement locations on the vehicle.
- The Subrecipient shall allow riders who use wheelchairs to board and ride accessible vehicles. A wheelchair is defined as "a mobility aid belonging to any class of three- or more-wheeled devices, usable indoors, designed or modified for and used by individuals with mobility impairments, whether operated manually or powered." A wheelchair does not require specific elements or equipment such as front rigging (footplates or leg rests), wheel locks or brakes, push handles, or positioning belts or harnesses.
- The Subrecipient may require that an individual permit his or her wheelchair to be secured. The Subrecipient may not deny transportation to a wheelchair or its user on the ground that the device cannot be secure or restrained satisfactorily by the vehicle's securement system.
- The Subrecipient may recommend to a user of a wheelchair that the individual transfer to a vehicle seat. The entity may not require the individual to transfer.
- The Subrecipient shall permit individuals with disabilities who do not use wheelchairs, including standees, to use a vehicle's lift or ramp to enter the vehicle.
- When necessary or upon request, the Subrecipient's personnel shall assist individuals with disabilities with the use of securement systems, ramps and lifts. If it is necessary for the personnel to leave their seats to provide this assistance, they shall do so.
- The Subrecipient shall permit service animals to accompany individuals with disabilities in vehicles.
- The Subrecipient shall not prohibit an individual with a disability from traveling with a respirator or portable oxygen supply.
- The Subrecipient shall make available to individuals with disabilities adequate information concerning transportation services. This obligation includes making adequate communications capacity available, through accessible formats and technology, to enable users to obtain information and schedule service.





- The Subrecipient shall ensure that personnel are trained to proficiency, as appropriate to their duties, so that they operate vehicles and equipment safely and properly assist and treat individuals with disabilities who use the service in a respectful and courteous way, with appropriate attention to the difference among individuals with disabilities.
- Subrecipients that are public entities that provide general public transportation shall make reasonable modifications in policies, practices, or procedures when the modifications are necessary to avoid discrimination on the basis of disability or to provide program accessibility to their services. The Subrecipient shall make information about how to contact the agency to make requests for reasonable modifications readily available to the public on agency website and marketing materials, and must be accessible.
- Subrecipients are required to have procedures for addressing ADA complaints that incorporate appropriate due process standards and provide for prompt and equitable resolution. Subrecipients are required to sufficiently advertise the ADA complaint process through means such as websites and marketing materials. The ADA complaint process must include the contact information (name and/or title, address, telephone number, and email address) for the individual designated to coordinate compliance, process for filing an ADA-related complaint and information on how they will respond promptly to any individual filing a complaint. Subrecipients must retain copies of ADA-related complaints for at least one year and a summary of all ADA-related complaints for at least five years. If the subrecipient does not operate service directly or is a pass-through entity, it must ensure that those entities operating service directly have a procedure for addressing ADA complaints.



**Any and all ADA complaints shall be reported to NJ TRANSIT:**

<b>COMPLAINTS</b>	
<b>Has your agency received any complaints, investigations or lawsuits alleging discrimination in the delivery of transportation service in the last year?</b>	<input type="checkbox"/> YES <input type="checkbox"/> NO
<b>If YES, provide a detailed description of the allegation and the current status and/or outcome.</b>	
<b>Has any federal entity conducted an ADA compliance review of your agency within the last three years?</b>	<input type="checkbox"/> YES <input type="checkbox"/> NO
<b>If YES, provide the purpose/reason for the review, the name of the agency that performed the review, a summary of Findings/Recommendations, and the status and/or disposition.</b>	
<b>Has your agency had a finding of non-compliance by any other federal agency?</b>	<input type="checkbox"/> YES <input type="checkbox"/> NO



Certification of ADA Compliant Service

This is to certify that Click or tap here to enter text. (*Name of Agency*) transportation services meet the requirements as listed above and those of 49 CFR part 37 Transportation Services for Individuals with Disabilities (ADA) as applicable.

Click or tap here to enter text.

**Signature**

Click or tap here to enter text.

**Print Name of Authorized Official**

Click or tap here to enter text.

**Title**

Click or tap here to enter text.

**Date**

**IMPORTANT NOTICE TO ALL SUBRECIPIENTS, VENDORS AND CONSULTANTS**

**ELDERLY AND PERSONS WITH DISABILITIES FORMULA PROJECTS (49 U.S.C. §5310)  
JOB ACCESS AND REVERSE COMMUTE GRANT (Section 3037 of TEA-21, 49 U.S.C. §5309)  
NONURBANIZED AREAS FORMULA PROJECT (49 U.S.C. §5311)  
URBANIZED AREA FORMULA PROJECT (Cumberland County) (49 U.S.C. §5307)**

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 various criminal laws prohibiting bribery (N.J.S.A. 2C:27-2), and prohibiting offers of unlawful benefits to public servants for official behavior (N.J.S.A. 2C:27-10 & -11). These provisions 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. You are prohibited from offering, and NJ Transit Board members, officers or employees are prohibited from accepting, gifts, gratuities, benefits and other items of value.

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 a NJ Transit employee in an 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.

ANNUAL CERTIFICATION OF COMPLIANCE WITH  
 NJ TRANSIT'S CODE OF ETHICS FOR SUBRECIPIENTS, VENDORS AND CONSULTANTS  
 AND  
 STATE OF NEW JERSEY ETHICS LAW

I, [Click or tap here to enter text.](#) (**Name of Individual**), executing this document on behalf of the undersigned company, partnership, corporation, or entity hereinafter referred to as "Subrecipient", presently doing business with NJ Transit, hereby warrant and affirm to NJ Transit as follows:

1. I warrant and affirm that the Subrecipient has received a copy of NJ Transit's Code of Vendor Ethics and that I have read and studied this document and distributed this document to all of the Subrecipient's personnel doing business with NJ Transit and required said personnel to fully read this document. In addition, I further warrant and affirm that the Subrecipient has received from NJ Transit a document entitled "Important Notice to All Subrecipients and Consultants" and that I have read and studied this document, including the page setting forth various New Jersey statutory provisions, and that the Subrecipient has distributed this document to all of the Subrecipient's personnel doing business with NJ Transit and required said personnel to fully read this document.
2. The Subrecipient warrants and affirms that it has issued written instructions to all of the Subrecipient's personnel doing business with NJ Transit instructing and requiring same to strictly adhere to the Subrecipient's responsibilities as set forth in NJ Transit's Code of Vendor Ethics and in the "Important Notice to all Subrecipients and Consultants."
3. The Subrecipient warrants and affirms that during the term of 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, except as Subrecipient has heretofore disclosed to NJ Transit.
4. The Subrecipient warrants and affirms that during the term of the contract with NJ Transit, the Subrecipient has not and will not make any offers of employment to any NJ Transit officer or employee directly involved with this contract of solicit or interview therefore, directly or indirectly, without first seeking and obtaining written approval from NJ Transit's Ethics Liaison Officer.
5. The Subrecipient warrants and affirms that it has promptly reported in writing to NJ Transit, and, that in the future, it shall so report to NJ Transit every instance that comes except as Subrecipient has heretofore disclosed to NJ Transit., to the Subrecipient's attention and knowledge regarding any member of NJ Transit's Board of Directors, officer or employee of NJ Transit who has, during the term of the contract between NJ Transit and the Subrecipient, solicited or asked Subrecipient to provide 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 or has made any solicitation or request, directly or indirectly, for employment with or through the Subrecipient
6. The Subrecipient acknowledges and accepts that for breach or violation of the foregoing warranties and affirmations, NJ Transit shall have the discretion and legal right to terminate the contract between the Subrecipient and NJ Transit without any fee, cost, assessment, liability or penalty of any kind and NJ Transit has the right to take any other action permitted or required by law.

[Click or tap here to enter text.](#)  
 \_\_\_\_\_  
 (**Print Name of Subrecipient Agency**)

[Click or tap here to enter text.](#)  
 \_\_\_\_\_  
 (**Signature of Authorized Principal or Officer**)

[Click or tap here to enter text.](#)  
 \_\_\_\_\_  
 (**Print Name and Title of Signatory**)

Notary:

Sworn and subscribed to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_

My Commission Expires: