

**AGREEMENT 21-048A FOR
OPERATING MOTOR BUS PASSENGER SERVICE
AND FOR EQUIPMENT LEASE/SUBLEASE FROM
June 26, 2022 THROUGH MIDNIGHT June 21, 2025 BETWEEN
NEW JERSEY TRANSIT CORPORATION AND
ORANGE NEWARK ELIZABETH BUS COMPANY INC AND REGARDING THE
OPERATION OF THE
HUDSON COUNTY LOCAL BUS SERVICE**

This Agreement is made as of June 26, 2022, by and between the New Jersey Transit Corporation (hereinafter, "NJ TRANSIT") an instrumentality of the State of New Jersey and Orange, Newark, Elizabeth Bus Company, Inc. (hereinafter, "Carrier"), a Corporation having its principal place of business at 349 First Street, Elizabeth, NJ 07206.

W I T N E S S E T H :

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

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

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

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

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

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

PART A. AGREEMENT FOR MOTOR BUS PASSENGER SERVICE

1. **TERM; STANDARDS OF SERVICE; ON-TIME PERFORMANCE:** From June 26, 2022 until midnight June 21, 2025, unless terminated prior thereto as provided in this Part "A" and in Part "B" below, the Carrier shall provide motor bus scheduled passenger service (hereinafter, also "Contracted Service") over the routes set forth in attached **Exhibit A**, under the schedules set forth in attached **Exhibit B**. The Contracted Service includes the operation of motor buses from a designated terminal along specified routes for the purpose of picking up, discharging and transporting fare paying and otherwise eligible passengers and activities attendant to such passenger service. The parties understand and agree that the Carrier is an independent contractor and not an agent of NJ TRANSIT.

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

The Carrier shall operate and maintain the routes and schedules outlined in **Exhibits A and B** on an average on-time performance of no less than ninety-five (95)

percent at terminal points of the trips over thirty (30) consecutive calendar days. NJ TRANSIT reserves the right to conduct spot checks of the Carrier in order to determine on-time performance by the Carrier. For purposes of on-time performance, a bus will be considered to be not on-time and therefore to be "off schedule" if it departs from any scheduled time point either before the scheduled departure or more than five (5) minutes after its scheduled departure time. Also, a bus will be "off-schedule" if a scheduled trip is commenced but is not completed.

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

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

By the seventh (7th) calendar day of each calendar month, the Carrier will report in the Monthly Report of Operations to NJ TRANSIT all bus trips in the prior calendar month that operated "off-schedule" and the reasons therefor. At this time, the carrier will also submit all of the daily reports of operations for the preceding calendar month. At any time requested by NJ TRANSIT, the Carrier will also submit to NJ

TRANSIT, within seven (7) calendar days of such request, the Daily Report of Operations, the Monthly Report of Operations, and other operations data in a format and form approved by NJ TRANSIT, showing all buses which operated "off-schedule" and the reasons therefor.

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

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

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

public timetable supplied by NJ TRANSIT) within twenty (20) minutes of the scheduled time of its arrival from said point.

The Carrier shall report in writing to NJ TRANSIT by the seventh (7th) calendar day of each calendar month each and every "missed" bus trip, which occurred during the preceding month and the dates and reasons therefor. If no "missed" trips occurred, the Carrier must so report. Failures to report missed trips shall permit NJ TRANSIT to declare the Carrier to be in default of this Agreement. If a trip was "missed" as a result of fire(s), strikes, storm conditions (or other acts of nature), road accidents or detours, or other circumstances which cannot be reasonably anticipated, and are beyond the control of the Carrier, such causes must be noted by the Carrier on the "Daily Report of Operations" and "Monthly Report of Operations." NJ TRANSIT shall consider the causes listed by the Carrier on a case by case basis and shall notify the Carrier of any assessment to be imposed as a result of such review. Payment for Contracted Services will be withheld until the required "Daily Report of Operations and Monthly Report of Operations" are received.

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

4. **Assessments for Damages:**

a. Missed Trips:

- Missed trips as described in Section 3 above, which are properly and timely reported in the Daily Report of Operations, by the Carrier to NJ TRANSIT will be assessed damages in the amount of \$150.00 per trip.

- Missed trips as described in Section 3 above, which are not properly and timely reported in the Daily Report of Operations by the Carrier to NJ TRANSIT will be assessed damages in the amount of \$300.00 per trip.
- Carrier will receive reports, at a frequency to be determined by NJ TRANSIT, depicting the trips missed as per NJ TRANSIT's electronic vehicle monitoring system(s). Any disputes of the missed trips, as reported by the system(s), will be brought to the attention of NJ TRANSIT Private Carrier Affairs in writing within three (3) Business Days by the Carrier along with evidence of the completion of the disputed trip(s). Upon research and verification of the completion of the disputed trip(s), NJ TRANSIT Private Carrier Affairs will note the discrepancy and credit the Carrier for the completion of said trip(s). Trips that appear on the reports that are not disputed by the Carrier in writing within three (3) business days of receipt of report will be considered as having been confirmed as missed by the Carrier, and are expected to be recorded on the Carrier's Daily Report of Operations, and will be assessed in accordance with the criteria above.
- Assessments made for missed trips shall be automatically deducted by NJ TRANSIT from the Carrier's payments. Should the Carrier contest such assessments, an appeal shall be made pursuant to the dispute resolution provision in Part "C", Section 10 below.

b. Driver Log-In Violations

- Driver log-in violations will be assessed damages in the amount of \$75.00 per trip to include a) unauthorized logging into the system in “manual mode”, b) failure to log in on the assigned service, and c) failure to log in due to unreported equipment malfunction.
- Logging into the system in “manual mode” should only occur when authorized by NJ Transit Private Carrier Affairs for reasons such as database discrepancies, timely reported equipment malfunctions, or system malfunctions out of the control of the Carrier. Additionally, the Carrier may authorize a driver to operate in “manual mode” for occasions when a rescue bus is dispatched to complete a run for a disabled bus, a driver is re-assigned or field dispatched to a piece of work not scheduled to be operated by that driver, or other field re-assignment(s) resulting from unforeseen service disruption(s). All such authorizations to use “Manual Mode” must be communicated timely by e-mail to NJ TRANSIT Private Carrier Affairs and are to be documented in detail on the Daily Report of Operations.
- Proper and timely logging in to the on-board vehicle service information system is required for all revenue service operations. Carrier must train all drivers in the proper use of the equipment and must ensure they are properly logged into their assigned work as required by NJ TRANSIT. Failure by the driver to log into the system when in service shall result in the damage assessment as described above.

- All on-board equipment must be checked to ensure it is operational prior to the driver departing the dispatch facility. Any equipment that is not operational must be reported to dispatch immediately. If there is a mechanical malfunction that prevents the driver from logging into the vehicle service information system as required, the vehicle, whenever possible, should be reassigned and repaired prior to being used in service. NJ Transit Private Carrier Affairs must be notified in writing by e-mail immediately so repairs of the system can be scheduled. If putting that vehicle into an out of service state awaiting repairs causes a disruption of the service, the Carrier may authorize the driver to operate the run, notify NJ TRANSIT Private Carrier Affairs in writing, and document, in detail, the authorized operation of that vehicle on the Daily Report of Operations. Any trips made prior to the notification of the defect to NJ TRANSIT Private Carrier Affairs, may be subject to the driver log-in violation penalties as detailed above.

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

5. TERMS OF PAYMENT: During the term of this Agreement, the Carrier shall submit to NJ TRANSIT, by the seventh (7th) calendar day of each calendar month, a Monthly Report of Operations and Daily Report of Operations, as outlined in **Exhibit H**, setting forth the operational statistics described in **Exhibits A, B, C, and H** and

relating to the preceding calendar month. Within twenty (20) calendar days from the receipt of such report NJ TRANSIT will, subject to the availability of funds, pay to the Carrier an amount in accordance with **Exhibit M** attached hereto. The Carrier's failure to submit a Monthly Report of Operations will result in NJ TRANSIT withholding of the monthly payment until such report is received. Each month's payment will represent payment for the service provided by the Carrier during the preceding calendar month.

The Carrier's Senior Vice President (SVP), or Chief Financial Officer (CFO) or duly authorized designee will be required to sign off and attest to the following clause which will be included on each monthly report of operations submitted to NJ TRANSIT, Private Carrier Affairs stating **"I hereby certify, under perjury, that the information contained within this report is accurate to the best of my knowledge and that operated service statistics are fully supported by company records. I recognize that payment for services is subject to adjustment resulting from any subsequent audit by NJ TRANSIT."**

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

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

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

7. DRUG AND ALCOHOL TESTING: The Carrier shall establish, implement and maintain a drug and alcohol testing program that complies with 49 C.F.R. Parts 40 and 655, produce any documentation necessary to establish its compliance with Parts 40 and 655, and permit any authorized representative of the United States Department of Transportation or the FTA, the State of New Jersey, or NJ TRANSIT to inspect the facilities and records associated with the implementation of the drug and alcohol testing program required under 49 C.F.R. Parts 40 and 655 and to review the testing process. The Carrier further agrees to certify its compliance with 49 C.F.R. Parts 40 and 655 within thirty (30) calendar days of the execution of this Agreement and to submit the FTA Alcohol and Drug Testing Management Information System (MIS) Data Collection Forms for each calendar year by February 28 to NJ TRANSIT's Senior Director of Private Carrier Affairs.

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

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

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

9. ROAD SUPERVISION: The Contracted Service must be supervised by the Carrier who shall monitor the Contracted Service with respect to schedule adherence, driver conformity to the Carrier's rules and regulations, driver adherence to the specified route, and accident investigations. Supervisors shall maintain data sheets and shall file reports of their findings. Such data sheets and reports will be kept and made available to NJ TRANSIT during the term of this Agreement and for a period of one (1) year beyond termination of this Agreement.

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

10. FARE SYSTEM AND ZONE STRUCTURE: The Carrier will charge fares in strict adherence to NJ TRANSIT's fare structure. The Carrier will abide by and comply with all NJ TRANSIT rules and policies on fares and zonal systems. Fares for

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

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

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

The Carrier acknowledges that NJ TRANSIT has contracted with a third party for all and exclusive rights to advertising on the buses being utilized in the performance of

the Contracted Services. All revenues gained from Contracted Service bus advertising will be paid directly to NJ TRANSIT. The Carrier shall not advertise on the leased and subleased buses and is not permitted under any circumstance to advertise, with or without remuneration, on the buses used to provide this service.

12. PHONE SERVICES: Public timetables provided by NJ TRANSIT and distributed by the Carrier will conspicuously list NJ TRANSIT's telephone number for obtaining scheduling information. In order to assist the riding public, the Carrier shall install a telephone for general information and lost and found and this telephone number will be conspicuously advertised in the public timetables provided by NJ TRANSIT and distributed by the Carrier. The Carrier will keep this telephone number operational throughout the term of this Agreement and will ensure that it be answered by qualified staff at all times during the scheduled operational hours of service.

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

14. FACILITY: The Carrier shall provide a fully equipped garage, consistent with NJ TRANSIT standards for garages, from which to operate the Contracted Service. Carrier shall maintain such facility in compliance with all applicable federal, state, and

local laws and regulations. Any changes in the size, allocation of space for the Contracted Service, or the location, or Equipment of the facility, as outlined in **Exhibit G**, must be approved by NJ TRANSIT at least one hundred twenty (120) calendar days prior to implementation of such proposed change.

15. INSPECTIONS: NJ TRANSIT inspectors and its designated agents and representatives will, upon presentation of valid identification, have the unimpeded right to enter upon the Carrier's premises, and to enter and travel upon, or inspect any and all Equipment utilized in providing the Contracted Service, for the purpose of conducting inspections to determine whether the Carrier is in compliance with the terms of this Agreement. NJ TRANSIT will make a reasonable effort not to unduly interfere with the operations or maintenance schedules of the Carrier. NJ TRANSIT inspectors will, however, be allowed on the premises of the Carrier without the necessity of written permission, but they will not enter onto the premises of the Carrier without first identifying to the Carrier their status as NJ TRANSIT employees, agents, or representatives, and after confirming that they are in no way acting for or on behalf of the Carrier. All inspections will begin promptly upon presentation of each unit of Equipment and will be carried through to completion as expeditiously as feasible.

16. FARE COLLECTION: All Contracted Service revenue collected by the Carrier and all related monies earned by the Carrier is the property of NJ TRANSIT and will be transferred to NJ TRANSIT without delay. It is the Carrier's exclusive responsibility to account for and safeguard such revenue and related monies. The Carrier is also responsible for accounting for the use of monthly bus passes, monthly bus cards, tickets and transfers. All cash fares will be deposited by the passenger

directly into the fare-box. These collections will be deposited in accordance with the procedure defined in **Exhibit K**.

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

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

PART B. EQUIPMENT LEASE FOR MOTOR BUS PASSENGER SERVICE

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

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

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

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

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

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

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

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

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

8. **NJ TRANSIT USE DURING STRIKES AGAINST CARRIER:** In the event of a strike by the employees of the Carrier which results in the stoppage or disruption of the Contracted Service, NJ TRANSIT will have the right to operate the Contracted Service itself, or by way of a third party in place of the Carrier and to use any or all of

the Equipment elsewhere in New Jersey while the Carrier is experiencing a strike or to have another carrier use the Equipment elsewhere on a short-term basis. In the event that any such contingencies occur, the use of the Equipment by NJ TRANSIT or by one (1) or more third parties will take place without the Carrier being entitled to, or otherwise being able to make claim for, compensation or damages. However, during such period, NJ TRANSIT will reasonably compensate the Carrier for NJ TRANSIT'S use of any of the Carrier's own purchased equipment, such as tires and tubes. However, if NJ TRANSIT operates the Contracted Service on behalf of the Carrier during a strike against the Carrier, the Carrier will not be entitled to any payment or compensation whatsoever during the period of such operation by NJ TRANSIT. If NJ TRANSIT leaves the Equipment with the Carrier during a strike, the Carrier will continue to be fully responsible for the safety of the Equipment. No payment or compensation whatsoever will be due by NJ TRANSIT to the Carrier as a result of the operation of the Contracted Service by NJ TRANSIT on behalf of the Carrier.

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

10. CHARGES, FEES, AND EXPENSES: The Carrier, except during NJ TRANSIT's Equipment use pursuant to Sections 7 or 8 above, shall pay any and all

expenses, taxes, charges, assessments, license fees, inspection fees, and other costs relating to the Contracted Service and, including but not limited to, gross receipts taxes, highway use taxes, and vehicle excise taxes, whether such taxes, charges, fees, or other costs are levied against the Equipment operator or the Equipment owner.

The Carrier shall also pay all expenses, fees, charges, and taxes incurred in connection with the licensing, and registration of the Equipment, and all direct and indirect expenses in connection with the use and operation of the Equipment during the term of this Agreement, including, but not limited to, fuel, oil, grease, repairs, maintenance, insurance, and other such expenses.

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

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

promptly as feasible. Inspections may take any form and may also include examination of the Carrier's maintenance procedures and the administration records of the Carrier's equipment.

12. REPAIRS, PARTS, AND SPECIAL REQUIREMENTS: The Carrier, except during NJ TRANSIT'S Equipment use pursuant to Sections 7 or 8 above, shall make all necessary repairs to each unit of Equipment. The Carrier shall complete such work on a schedule without interruption of the Contracted Service. The design, quality, and component part, if any, used in such repairs will conform to all applicable U.S. Department of Transportation, Surface Transportation Board, and manufacturers' requirements and to all applicable standards of NJ TRANSIT and the New Jersey Department of Transportation. Replacement parts on all Equipment must be new factory replacement parts, or better, or parts purchased from a reputable supply house which deals in new replacement parts equal to or better than original equipment. In no instance shall replacement parts be used which are rated less than manufacturers' specifications.

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

In all instances where Equipment is damaged, destroyed, or lost, the Carrier will repair the Equipment in accordance with the standard or condition required under this Agreement or when equipment has been damaged to the point where it would be considered a "total loss", carrier will compensate NJ TRANSIT for the value of the

Equipment at the time of loss as provided by NJ TRANSIT's Vehicle Depreciation Table or The Official Bus Blue Book by Bus Solution, whichever is higher and as described in Part C, Section 2 of this agreement.

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

NJ TRANSIT has the right, but not the obligation, to inspect each unit of Equipment and the Carrier's Equipment records as shall be reasonably necessary to confirm the Carrier's proper and timely maintenance of the Equipment. The Carrier will correct promptly any unsatisfactory items reported as a result of such inspections. In addition, NJ TRANSIT may order repairs to be made at the Carrier's expense at any time to ensure that each bus is readily available for safe, efficient, and dependable service in accordance with NJ TRANSIT requirements or the requirements of any governmental agency. It is understood and agreed by the Carrier, however, that all Equipment repairs, maintenance and inspections are the exclusive obligation and responsibility of the Carrier, regardless of whether there have been any Equipment inspections by NJ TRANSIT.

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

NJ TRANSIT may order tires removed from Equipment when tread depth, sidewall deteriorations, or deep cuts are deemed by NJ TRANSIT in its sole discretion

to make further operation unsafe; and the Carrier shall immediately comply with all such orders. The Carrier shall not tamper or remove any unit of equipment without first notifying NJ TRANSIT in writing and obtaining NJ TRANSIT's written permission for such tampering or removal. Fuel used in all Equipment must be ultra-low sulfur diesel fuel, or as specified or permitted by the Equipment manufacturer for prevailing environmental and/or weather conditions, unless otherwise approved by NJ TRANSIT in writing.

The Carrier understands and agrees that maintaining each unit of Equipment in a state of good repair is an essential and material consideration of this Agreement. Minimum Equipment maintenance standards and reporting requirements are specified in **Exhibit J**, Bus Maintenance Standards and Reporting Requirements. The Carrier further agrees that any failure to comply with the requirements of this Section 13 will constitute grounds for the immediate termination of this Agreement, and NJ TRANSIT may terminate this Agreement immediately and without any advance notice. NJ TRANSIT will be entitled to recover replacement cost damages from the Carrier resulting from the lack of maintenance or improper maintenance of the Equipment. Any costs incurred by NJ TRANSIT to perform repairs to any Equipment, including revenue vehicles, support equipment and vehicles, communications and revenue collection equipment, may, in NJ TRANSIT's sole discretion, be deducted from the Carrier's monthly contract payment, retainage withheld, or any other funds due to the carrier by NJ TRANSIT

14. DEPARTMENT OF TRANSPORTATION INSPECTIONS: The Carrier will maintain all Equipment so that it will pass the inspections, when presented to the

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

15. ACCESSIONS: Any parts installed or replacements made by the Carrier on any unit of Equipment will be considered accessions to such unit and title thereto will be immediately vested in NJ TRANSIT, except that the Carrier will have the right to install and remove from said Equipment Carrier-owned or rented items. When NJ TRANSIT recovers Equipment, as provided for elsewhere by this Agreement, NJ TRANSIT will have thirty (30) calendar days to remove, at the Carrier's expense, all Carrier-owned or rented items from each unit of Equipment, and then return such items to the Carrier at the Carrier's expense. NJ TRANSIT may request an arrangement between carriers and leasing companies that allows for the transfer of the lease or run-off of leased tires to become the responsibility of the subsequent operator of the Equipment.

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

16. NON-ASSIGNMENT: The Carrier will not under any circumstances assign, sublease, transfer, or encumber its leasehold interest under this Agreement.

The Carrier will not allow to pass out of its possession or control any of the Equipment, except for purposes of repairs or maintenance by outside contractors. Violation of this Section 16 by the Carrier will result in the immediate, self-executing and automatic termination of this Agreement.

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

18. WARRANTY: This Section 18 is applicable only in the event that the Equipment is covered by a manufacturer's warranty. The Carrier will in no way jeopardize any warranty on warranted Equipment and will make warranted Equipment available to NJ TRANSIT and the sales or service representatives of the manufacturer upon request for warranty service or warranty inspection. The Carrier will at all times comply with the manufacturer's recommendations for the maintenance of the Equipment. After consultation with NJ TRANSIT, the Carrier shall submit in a timely manner all warranty claims directly to the manufacturer for processing in accordance with NJ TRANSIT's Warranty Claim Procedure, which will be supplied separately to the Carrier. Upon filing of each warranty claim, the Carrier shall send NJ TRANSIT a copy of each claim and shall inform NJ TRANSIT of the status and disposition of each claim.

NJ TRANSIT shall not prohibit the Carrier from submitting any specific warranty claim against the manufacturer and may require the Carrier to submit specific warranty claims as directed. All credits, proceeds, parts or adjustments obtained by the Carrier from the manufacturer will accrue to the Carrier, except in the event there are excesses above and beyond warranty claims or proceeds from other settlements. Such excesses will be paid to NJ TRANSIT.

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

- 1. INDEMNIFICATION:** The Carrier shall have full control over the actual operation of the Contracted Service to be provided under this Agreement. To the fullest extent permitted by Law, the Carrier, and each of their respective, affiliates, partners, officers, representatives, agents, employees, contractors, subcontractors (collectively, "Indemnifying Parties") shall defend, indemnify, protect, and save harmless the State of New Jersey, NJ TRANSIT, its subsidiaries, their respective Boards of Directors, officers, agents, and employees (collectively "Indemnified Parties") from and against any and all claims, suits, actions, demands or damages of whatsoever kind or nature arising out of or related to the performance of this Agreement , including, but not limited to, costs of investigation, court costs, counsel fees, settlements and judgments, and other costs or expenses incurred in connection with the defense of any actual or threatened action, proceeding or claim, or otherwise, brought because of any injuries, deaths, or damage received or sustained by any person, persons, or property on account of the operations of Carrier or its contractors, or because of any act, omission, neglect, or misconduct of Carrier or its contractors in the operations or performance of the work or services specified in this Agreement; or from any claims or amounts arising or recovered under the Worker's

Compensation Act, or any other law, ordinance, order, or decree, or by reason of or arising out of: i) any component of the Contracted Service ii) any material misrepresentation by the Indemnifying Parties or breach by the Indemnifying Parties of any representation, warranty, covenant, agreement, or obligation of Indemnifying Parties made herein; iii) any negligence or omission of the Indemnifying Parties; iv) any violation of Law by the Indemnifying Parties; iv) any failure of any part of the Contracted Service ; v) any consequential, special, incidental, or indirect damages for which any of the Indemnified Parties, or anyone acting for or on their behalf, becomes liable; vi) a breach of this Agreement by the Indemnifying Parties; or vii) any incident involving (a) the failure to secure and maintain NJ Transit's buses in any of the Indemnifying Parties' possession, custody or control, or for which Carrier is otherwise responsible, or (b) a compromise or disruption to a NJ Transit buses caused by or attributable to the Indemnifying Parties' acts or omissions.

So much of the money due the said Carrier under and by virtue of this Agreement as may be considered necessary by NJ TRANSIT for such purpose may be retained for the use of NJ TRANSIT; except that money due to the Carrier will not be withheld when the Carrier produces satisfactory evidence that it is adequately protected by the insurance coverages required in Article 2, INSURANCE. NJ TRANSIT will, as soon as practicable after a claim has been made against it, give written notice thereof to the Carrier along with full and complete particulars of the claim. If the suit is brought against NJ TRANSIT, NJ TRANSIT will immediately forward to the Carrier every claim, demand, complaint, notice, summons, pleading, or other process received by NJ TRANSIT. NJ TRANSIT shall have the right, but not the obligation, to participate, to the extent, it deems appropriate, in the defense of the matter and must concur in the terms of any settlement or other voluntary disposition of the matter. In the defense of

any such claims, demands, suits, actions and proceedings, the Carrier shall not raise or introduce, without the express written permission in advance of the Office of the Attorney General of the State of New Jersey, any defense involving in any way the immunity of NJ TRANSIT or the State of New Jersey, the jurisdiction of the tribunal over NJ TRANSIT or the State of New Jersey, or the provisions of any statutes respecting suits against NJ TRANSIT or the State of New Jersey.

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

The Indemnifying Parties' obligation to indemnify, defend and hold harmless the Indemnified Parties may extend to instances where the Indemnified Parties may be liable for the Indemnifying Parties' negligence and may exist regardless of whether the Indemnified Parties are alleged or is determined to be liable due in part to its own concurrent or partial negligence of any claim.

2. INSURANCE:

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

- a. Commercial General liability Insurance using ISO Occurrence Form CG0001 10/93 or equivalent. The policy shall provide a minimum amount of \$5,000,000 each

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

b. Commercial Automobile Liability Insurance in an ISO Form Number CA 00 01 covering any auto (Code 1) with a minimum of \$5,000,000 combined single limit for bodily injury and property damage. With respect to said insurance, NJ TRANSIT and the Indemnified Parties shall be named as an additional insured at no additional cost to NJ TRANSIT.

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

d. Comprehensive and Collision insurance with a Loss Payee endorsement naming NJ TRANSIT, for physical damage to vehicles or buses in Carrier's care, custody, or control, and with coverage for the actual cash value of each bus and subject to a

mutually agreeable deductible. Carrier shall bear all risk of loss, damage or destruction to the vehicle or buses (which may exceed actual cash value).

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

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

Equipment. The Carrier hereby agrees that, in the event the Equipment is considered a total loss, NJ TRANSIT shall be the loss payee on all settlement payments involving NJ Transit owned or leased Equipment.

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

All insurance policies shall be written on an occurrence form basis and shall not include any exclusions for “actions over claims” (insured vs. insured). All policies must be written by insurance companies authorized to do business in New Jersey with an A.M. Best and Company rating of “A-” or better (or equivalent rating). All policies shall contain an endorsement that if the policy is canceled, non-renewed or is subject to any material reduction in limits, the Insurer will provide written notice to

NJ TRANSIT at least thirty (30) Calendar Days prior to the occurrence of such event in accordance with Article 35, NOTIFICATION with a copy to NJ TRANSIT's Senior Director of Risk Management as follows:

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

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

The Carrier shall provide NJ TRANSIT with evidence of the Carrier's insurance. Said insurance shall be maintained in full force and effect by the Carrier, and assignee, if any, from the effective date of this Agreement until completion of and final payment for the Scope of Services. If the Carrier (or assignee) shall fail or refuse to renew its insurance, as necessary, NJ TRANSIT may cancel or refuse to

make payment of any further monies due under this Agreement. In lieu of requiring its assignees or its contracting parties to carry this coverage, the Carrier may elect to cover them under its policies of insurance.

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

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

If to NJ TRANSIT:

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

If to the Carrier:

**James Rutherford
Orange Newark Elizabeth Bus Company, Inc.
349 First Street
Elizabeth, NJ 07206
jim.rutherford@coachusa.com**

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

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

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

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

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

A.) Compliance with Regulations

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

and made a part of this Contract.

B.) Nondiscrimination

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

C.) Equal Employment Opportunity

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

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

In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Carrier agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of the Project. The Carrier agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, sexual orientation, gender identity, or age. Such action shall include, but not be limited to, the

following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Carrier agrees to comply with any implementing requirements FTA may issue.

2.) Age

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

3.) Disabilities

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

D.) The Carrier also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary, to identify the affected parties.

E.) Information and Reports

The Carrier shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or NJ TRANSIT or the FTA to be pertinent to ascertain compliance with such Regulations, orders and instruction. Where any information is required or a

Carrier is in the exclusive possession of another who fails or refuses to furnish this information, the Carrier shall so certify to NJ TRANSIT, or the FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.

F.) Sanctions for Noncompliance

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

- 1.) Withholding of payments to the Carrier under the Contract until the Carrier complies; and/or
- 2.) Cancellation, termination, or suspension of the Contract, in whole or in part.

6. DISADVANTAGED BUSINESS ENTERPRISES: As an aid in meeting the commitment of its Disadvantaged Business Enterprise (DBE) Program, NJ TRANSIT has assigned a **three percent 2.5% Race Conscious DBE Goal** on the gross sum amount of the bid or contract for DBE subcontracting participation. All NJ Unified Certification Program (NJUCP) certified DBE firms, including suppliers, are eligible to participate in this contract. NJ TRANSIT's DBE Program is accorded the same priority as compliance with all other legal obligations required by the USDOT. The Carrier shall comply with the DBE Program requirements in the award and administration of NJ TRANSIT contracts. Failure by the Carrier to carry out these requirements shall constitute a breach of the Contract, which may result in the termination of the Contract or other such remedy, as NJ TRANSIT deems appropriate.

The term "disadvantaged business enterprise" means a for-profit small business concern that is owned and controlled by one (1) or more socially and economically disadvantaged persons, as defined by 49 C.F.R. Part 26. Such disadvantage may arise from cultural, racial, chronic economic circumstances or

background or other similar cause. Such persons would include, but not be limited to, Black Americans (not of Hispanic origin); Hispanic Americans; Native Americans; Asian-Pacific Americans; Subcontinent Asian Americans; and Women, regardless of race or ethnicity.

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

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

The Carrier shall make a good-faith effort to allocate at least **three percent (3%) Race Conscious DBE Goal to Disadvantaged Business Enterprise (DBE) firms**. A monthly report (**RFP Appendix H, Form E**) must be submitted by the Carrier to NJ TRANSIT as a means for NJ TRANSIT to assess the Carrier's progress towards and attainment of said allocation goal. Carrier must further ensure the DBE subcontractor or vendor also submits its monthly report (**RFP Appendix H, Form E2**) to OBD on a timely basis. Reporting shall be pursuant to reporting requisites established by NJ TRANSIT.

7. AMERICANS WITH DISABILITIES ACT: The parties to this Agreement do hereby agree that the provisions of the Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. §§ 12101 et seq.) (ADA) and the rules and regulations promulgated pursuant thereto (49 C.F.R. Part 37, Subpart G (49 C.F.R. 37.161through173), CFR part 38, Subpart B (49 C.F.R. 38.21through 39), 49 C.F.R. 38.151through 161 and 29 C.F.R. Part 1630(29 C.F.R. 1630.1 through 16, and appendix) are made part of this Agreement

and are binding upon them. It is also understood by the parties that the Carrier shall indemnify, protect and save harmless the State of New Jersey, NJ TRANSIT, their respective directors, officers, agents and employees and each and every one of them against all suits, claims, penalties and costs of every kind and description to which NJ TRANSIT may be subjected to by the Carrier's failure to comply with the ADA and the rules and regulations promulgated pursuant thereto.

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

- a.** Deploying a bus with an inoperable wheelchair lift, Kneeling System, Wheelchair Securement System and Public Address (PA) System;
- b.** Bus operators not trained in the use of wheelchair lifts, Kneeling Systems, Wheelchair Securement Systems, and Public Address (PA) Systems;
- c.** Inability to deploy vehicles due to wheelchair lift, Kneeling System, Wheelchair Securement System, and Public Address (PA) System inoperability;
- d.** Operator failing to provide assistance to passengers with disabilities when requested;
- e.** Operator failing to make bus announcements of major stops at intersections;
- f.** Operator by passing a passenger with a disability; and

- g. Operator rudeness towards a passenger having a disability.

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

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

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

10. **DISPUTES:** Any and all disputes arising in the performance of this Agreement which are not resolved by mutual agreement of the parties will be decided by the NJ TRANSIT Senior Director of Private Carrier Affairs. The decision will be final and conclusive unless within ten (10) calendar days from the date of receipt of its copy

of the decision, the Carrier mails or otherwise furnishes a written appeal to the NJ TRANSIT Chief of Procurement and Support Services. Such appeal must state with detail and specificity the facts and rationale for the disagreement with the decision made by the NJ TRANSIT Senior Director of Private Carrier Affairs. In connection with any such appeal, the Carrier shall, in the manner prescribed by, and at the discretion of, the Chief of Procurement and Support Services or their designee, be afforded an opportunity to be informally heard by the Chief of Procurement and Support Services or their designee, and to offer evidence in support of its position. Upon review of the papers by the Chief of Procurement and Support Services, or their designee, of the Carrier's appeal, the Chief of Procurement and Support Services or their designee shall then make a final determination, which will constitute the agency's final decision on the matter. The New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq., shall govern any action which may be brought by the Carrier as a result of NJ TRANSIT's decision.

11. NON-ASSIGNMENT: The Carrier shall not assign any of its benefits or rights nor delegate any of its obligations, responsibilities, or duties under this Agreement. Any assignment made in contravention of this Section 11 will automatically, simultaneously and immediately terminate this Agreement.

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

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

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

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

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

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

14. SERVICE LEVEL CHANGES: NJ TRANSIT reserves the right to make service level changes to the Agreement at any time by providing the Carrier with written

notice signed by the NJ TRANSIT Senior Director of Private Carrier Affairs or his/her designee.

With regard to route or schedule changes, the NJ TRANSIT Senior Director of Private Carrier Affairs or his/her designee may, at any time by written order, make changes in the routes or schedules contained in attached Exhibits A and B. If any such Service Level Change causes an increase or decrease in the Contract Miles, hours of service, or peak hour bus requirements, an equitable adjustment will be made in the Agreement price. In the event that an adjacent Carrier currently under contract with NJ TRANSIT demonstrates an inability to successfully operate within the Standards of Service set forth in its contract, whether due to emergency causes, bankruptcy, contractual default, or any other reason NJ TRANSIT deems valid, NJ TRANSIT reserves the right to transfer any or all unsupported work scope, including bus routes, to this Agreement. Within five (5) calendar days after receipt of the written Service Level Change, the Carrier shall provide NJ TRANSIT with a detailed statement of any objections it has to NJ TRANSIT's calculation of the change in Contracted Services miles, hours or peak bus requirements. Disagreements that cannot be resolved through negotiations will be resolved in accordance with the Section 10 of Part "C", "Disputes". Regardless of any disputes, the Carrier shall continue and proceed with the work ordered.

15. CARRIER FILING OBLIGATIONS: In addition to other reports required elsewhere in this document, the Carrier shall submit reports to NJ TRANSIT, in a form prescribed by NJ TRANSIT, and Carrier shall do so within the time prescribed in **Exhibit H**. The Carrier shall also provide, as NJ TRANSIT may request, at any time, any

additional information deemed necessary by NJ TRANSIT. Payment for Contracted Services will be withheld until the respective reports required by this Agreement are received by NJ TRANSIT. The Carrier's failure to file such monthly reports will not excuse the Carrier from any assessments provided for in this Agreement.

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

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

16. ACCIDENT AND INCIDENT REPORTS BY CARRIER: The Carrier shall promptly notify NJ TRANSIT in writing within twenty-four (24) hours of the occurrence of or receipt of any type of information or notice by the Carrier of any and all incidents, accidents, property damage, personal injury or death resulting in, or ultimately likely to result in, damage or claims exceeding five thousand dollars (\$5,000) to any property or to any person arising during the possession or operation of the Equipment during the provision of the Contracted Services or attendant activities under this Agreement. In the

event of any loss, theft or destruction of the Equipment or damage thereto exceeding \$500 or exceeding the value of such Equipment, whichever is lower, the Carrier shall within forty-eight (48) hours of such loss, theft, destruction or damage, notify NJ TRANSIT both by telephone and in writing, and hold the Equipment and records available for inspection by NJ TRANSIT. Within fifteen (15) business days of the event, the Carrier shall advise NJ TRANSIT whether the Equipment can be repaired within one hundred-eighty (180) calendar days of the event. In all instances, the Carrier shall either repair the Equipment to the standard or condition required under this Agreement or, when equipment has been damaged to the point where it would be considered a "total loss", carrier will compensate NJ TRANSIT for the value of the equipment at the time of loss as provided by NJ TRANSIT's Vehicle Depreciation Table or The Official Bus Blue Book by Bus Solution, whichever is higher and as described in Part C, Section 2 of this agreement. The Carrier shall also submit, by the seventh (7th) calendar day of each month, a report of any and all incidents, accidents and occurrences resulting in or, likely to result in any personal injury, death, or any property damage during the previous month, regardless of the dollar amount of damage or of actual or potential injury or death claims.

17. AUDIT: The Carrier shall maintain, and NJ TRANSIT auditors and their agents will have the right to examine and/or photocopy, the Carrier's books of account, records, reports, and all other documents that are related, directly or indirectly, to the Carrier's operations, receipts, obligations, and claims while this Agreement is in effect. The Carrier shall also allow unimpeded access to its real and personal property for the purpose of such inspections by NJ TRANSIT examiners. The Carrier shall permit NJ

TRANSIT, the State of New Jersey, the Comptroller General of the United States, the United States Department of Transportation, FTA, and their respective authorized representatives to inspect all vehicles and Equipment, leased by NJ TRANSIT to the Carrier pursuant to this Agreement, and all transportation services rendered by the Carrier through the use of such Equipment, including all relevant data and records.

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

NJ TRANSIT, the State of New Jersey, the Office of the State Comptroller, the USDOT, the FTA and the Comptroller General of the United States and their duly authorized representatives also shall have the right to examine all aspects of the

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

The Carrier further agrees to include in all its subcontracts hereunder a provision requiring the Subcontractor to keep all contract records and stating that NJ TRANSIT, the State of New Jersey, the Office of the State Comptroller, USDOT, the FTA and the Comptroller General of the United States or any of their duly authorized representatives, such as PMO, IOM etc. shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine pertinent books, documents, papers, and records of such subcontractor, involving transactions related to the Subcontractor. The term "Subcontractor" as used in this clause excludes (1) purchase orders not exceeding \$10,000 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

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

a. Compliance with Federal, State and Local Law

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

b. Changes to Federal Requirements

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

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

In the event of termination by NJ TRANSIT, the Carrier will be given written notice by the Contracting Officer of such termination specifying the effective date

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

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

20. TERMINATION OF THE AGREEMENT FOR CAUSE: NJ TRANSIT may terminate this Agreement in whole or part at any time if the Carrier has materially failed to comply with the terms of the Agreement. In the event of such failure, NJ TRANSIT may, at its sole discretion, (1) terminate the Agreement immediately with written notice to the Carrier citing the provision(s) of the Agreement for which the Carrier is in default or (2) notify the Carrier of the default and allow the Carrier the opportunity to cure its failure. Where NJ TRANSIT exercises its right to allow the Carrier to cure its failure, NJ TRANSIT will promptly give written notification to the Carrier of its intent to terminate and the reasons therefore. The Carrier shall have ten (10) business days, or such additional time as NJ TRANSIT may grant in its sole discretion, after receipt of notice to cure its failure. If failure is not cured to the satisfaction of NJ TRANSIT, the Carrier shall be held in breach of contract and the Agreement will be terminated (in whole or in part) effective immediately.

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

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

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

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

21. RETURN OF EQUIPMENT UPON EXPIRATION OR TERMINATION:

Upon the expiration of this Agreement or upon any termination of this Agreement, the Carrier's leasehold and any and all rights in the Equipment will simultaneously,

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

whatsoever. After repossession of Equipment, NJ TRANSIT shall, nevertheless, have the right to recover from the Carrier any damages and expenses arising under this Agreement, including reasonable attorneys' fees.

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

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

23. SALE, TRANSFER, OR CONSOLIDATION OF CARRIER: If the Carrier is sold, transferred, merged, or consolidated during the term of this Agreement, such agreement shall be filed with NJ TRANSIT at least thirty (30) calendar days prior to the operation of NJ TRANSIT Equipment by the new, merged, or consolidated enterprise.

NJ TRANSIT shall have the right to immediately terminate, without any advance notice, this Agreement upon such sale, transfer, merger or consolidation of the Carrier. Failure to file the aforesaid agreement by the Carrier will give NJ TRANSIT the right to immediately terminate this Agreement.

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

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

26. NJ TRANSIT CODE OF ETHICS FOR VENDORS

a. General

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

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

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

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

b. NJ TRANSIT Code of Ethics for Vendors

(1) Gifts, Gratuities And Favors

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

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

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

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

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

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

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

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

(3) Business, commercial, or entrepreneurial relationship:

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

(4) General Standards:

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

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

(5) Protected/Confidential Information:

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

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

(6) Intellectual Property:

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

(7) Employment Offers:

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

action with respect to the particular Vendor contracts, applications, or matters in the future.

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

(8) Failure to Comply:

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

27. MODIFICATION OF AGREEMENT

a. Notwithstanding the provisions of Section 14, of this Part C, Service Level Changes, the Contracted Service set forth in this Agreement may be reduced, modified or expanded within the scope of this Agreement by written Amendment executed by NJ TRANSIT and the Carrier.

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

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

c. No services for which an additional cost or fee will be charged by the Carrier shall be furnished without the prior express written authorization of the Contracting Officer or Senior Director of Private Carrier Affairs allowed by Section 14, Service Level Changes.

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

All additional or supplemental work authorized under this provision will be incorporated into the Agreement by Amendment pursuant to Section 27, of this Part C, MODIFICATION OF AGREEMENT. The Amendment will describe the additional or supplemental work with any associated cost changes.

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

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

30. CLEAN AIR ACT, 42 U.S.C. 7401-7671Q, AND THE FEDERAL WATER POLLUTION CONTROL ACT, 33 U.S.C. 1251-1387, AS AMENDED: Carrier

agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

32. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT: If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a

contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

33. PATENT RIGHTS AND RIGHTS IN DATA:

A.) Rights in Data

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

2.) All "subject data" first produced in the performance of this Agreement shall be the sole property of NJ TRANSIT. The Carrier agrees

not to assert any rights at common law or equity and not to establish any claim to statutory copyright in such data. Except for its own internal use, the Carrier shall not publish or reproduce such data in whole or in part, or in any manner or form, nor authorize others to do so, without the written consent of NJ TRANSIT until such time as NJ TRANSIT may have released such data to the public.

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

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

b.) To authorize others so to do.

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

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

6.) Paragraphs 3 and 4, above, are not applicable to material furnished to the Carrier by NJ TRANSIT and incorporated in the work furnished under the Agreement; provided that such incorporated material is identified by the Carrier at the time of delivery of such work.

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

B.) Patent Rights

1.) NJ TRANSIT shall own any patent or copyright to, and the right to patent or copyright, any plan, drawing, design, specification, report, software, study, survey, data, compositions of matter, manufactures, apparatus, appliances, processes of manufacture or types of construction or materials, regardless of medium (hereafter "Material") prepared by or for the Carrier, any Subcontractor, or by their respective Carriers, agents, officers or employees in connection with performance of the Scope of Services under this Agreement as set forth in **Exhibit A**. Carrier deems all Material produced pursuant to this Agreement as work-

made-for-hire under the Federal Copyright Law, United States Copyright Act, 17 U.S.C. § 101, and, to the extent not so deemed, the copyright thereto is hereby assigned to the NJ TRANSIT. Upon completion of the services or the earlier termination of this Agreement, the Carrier shall deliver to NJ TRANSIT all such Material, including such documentation, certifications, and executed forms, assignments and agreements as may be necessary to enable the NJ TRANSIT to fully own, patent or copyright such Material.

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

3.) Subject to the provisions set forth in this section, the Carrier shall defend and indemnify NJ TRANSIT against and save them harmless from all loss and expense incurred in the defense, settlement or satisfaction of any claims in the nature of infringement of any tangible or intangible property right including contract, patent, copyright, trademark or

trade secret infringement or unfair competition arising out of or in connection with the use, in accordance with preceding paragraphs 1 and 2 of this Section, of such Materials or portions thereof which are patentable or which may be, or are, copyrighted or trademarked, or otherwise protected by law. If requested by the NJ TRANSIT and if notified promptly in writing of any claim as to which the Carrier shall indemnify NJ TRANSIT, the Carrier shall conduct all negotiations with respect to, and defend, such claim without expense to NJ TRANSIT or such affiliate or subsidiary. If NJ TRANSIT be enjoined from using the product of the Services or any portion thereof as to which the Carrier is to indemnify NJ TRANSIT against such claims, NJ TRANSIT may, at its option and without thereby limiting any other right it may have hereunder or at law or in equity, require the Carrier to provide at its own expense, equivalent substitutes for such product or affected portion thereof not subject to such injunction and not infringing any patent, copyright, trademark trade secret or other protection from use or disclosure, and if the Carrier shall fail to do so, the Carrier shall, at its expense, refund the cost of the offending product or portion thereof to NJ TRANSIT or take such steps as may be necessary to ensure compliance by NJ TRANSIT with such injunction, to the satisfaction of NJ TRANSIT.

4.) If any invention, improvement, or discovery of the Carrier is conceived or first actually reduced to practice in the course of or under this Agreement, which invention, improvement or discovery may be patentable

under the laws of the United States of America or any foreign country, the Carrier shall immediately notify NJ TRANSIT and provide a detailed report to FTA.

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

34. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 40

U.S.C. 3701-3708: Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor/Carrier must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

35. SEISMIC SAFETY: The Carrier agrees that any new building or addition

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

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

As applicable and when required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United

States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The provisions of 29 C.F.R. 3.1 to 3.11 are incorporated into this contract as if set forth at length herein.

37. PROCUREMENT OF RECOVERED MATERIALS: As applicable, pursuant to 2 C.F.R. 200.323, the Carrier agrees to provide a preference for those products and services that conserve natural resources, protect the environment and are energy efficient by complying with and facilitating compliance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency's "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. Part 247.

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

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

rendered by NJ TRANSIT at its sole discretion.

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

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

(1) For purposes of this section:

- i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- ii. "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

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

43. FEDERAL PROVISIONS RELATED TO CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR

EQUIPMENT:

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

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

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

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

The Contractor agrees to extend this provision to its subcontractors.

44. TRANSITION: In the event that a new Contract has not been awarded

prior to the expiration date of this Contract, including any extensions exercised, and the Contracting Officer elects to exercise this Contract transition, the Contractor shall continue the Contract under the same terms, conditions, and pricing until a new Contract can be completely operational. At no time shall this transition period extend more than 365 Calendar Days beyond the expiration date of this Contract, including any extensions exercised.

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

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

47. ATTACHMENTS/EXHIBITS: All of the following Appendices,

Attachments, and Exhibits, are annexed hereto and made a part of this agreement:

Exhibit A to this Agreement: Route Description

Exhibit B to this Agreement: Schedules

Exhibit C to this Agreement: Supplemental Statistics

Exhibit D to this Agreement: Customer Service Guidelines

Exhibit E to this Agreement: NJ TRANSIT Owned Revenue Vehicles

Exhibit F to the Agreement: Tariff Tables / Fares

Exhibit G to the Agreement: Garage Description

Exhibit H to the Agreement: Supplemental Reporting Requirements

Exhibit I to the Agreement: Operator Requirements

Exhibit J to the Agreement: Maintenance Standards & Requirements

Exhibit K to the Agreement: Revenue Collection & Processing

Exhibit L to the Agreement: Mandatory Equal Employment

Opportunity Language

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

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

Attachment A to this Agreement: RFP Scope of Services

Attachment B to this Agreement: Cost Information

Attachment C to this Agreement: Technical Proposal

Attachment D to this Agreement: DBE Requirements and Forms


Attachment E to this Agreement: Carrier's Certifications/Compliance

Documents Attachment F to this Agreement: Addenda

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on June 24, 2022.

Witness:

NEW JERSEY TRANSIT CORPORATION



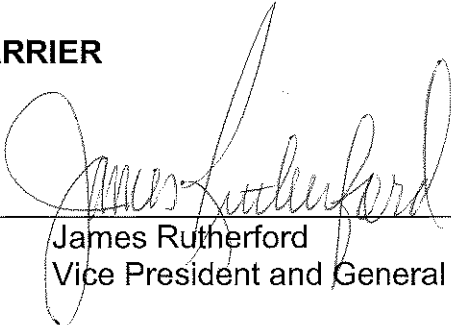


By: Ron Hovey
Acting Chief,
Procurement & Support Services

Witness:

CARRIER





By: James Rutherford
Vice President and General Manager

Date: 6-16-22

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

Matthew J. Platkin
Acting Attorney General of New Jersey



By: Deputy Attorney General

Date: June 24, 2022

PURCHASE ORDER INSTRUCTIONS

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

E-MAIL: INVOICES@NJTRANSIT.COM

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

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT ACCOUNTS PAYABLE CUSTOMER RELATIONS AT APCC@NJTRANSIT.COM AND SOMEONE WILL BE ABLE TO ASSIST YOU.

PURCHASE ORDER NO 220034905		REV NO 0	
VENDOR NO [REDACTED]		ISSUE DATE 06/24/22	
DATE CHANGED		PAGE NO 1	

SUPPLIER: ONE Bus Company 349 FIRST STREET ELIZABETH, NJ, 07206-4010	SHIP TO: NEWARK HEADQUARTERS NJ TRANSIT HEADQUARTERS ONE PENN PLAZA EAST NEWARK, NJ 07105-2246	BILL TO: NEWARK HEADQUARTERS NJ TRANSIT HEADQUARTERS ONE PENN PLAZA EAST NEWARK, NJ 07105-2246
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BUYER: [REDACTED]	NJ TRANSIT IS EXEMPT FROM NJ SALES & USE TAXES PURSUANT TO SECT 9(A)(1), OF NJSA 54:32B-1 ET SEQ. FEDERAL T.I.N.: [REDACTED] TAX EXEMPT #S [REDACTED]		
TERMS NET 10	FREIGHT TERMS 100	FOB DESTINATION	QUOTATION NO

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

LINE NUMBER	ITEM NUMBER/ MPN/MFR /DESCRIPTION	DELIVERY DATE	QUANTITY	UOM	UNIT PRICE	AMOUNT
1	CONTRACT #:21-048A SOURCE DOCUMENT: Per Contract No. 21-048A, Hudson County Local Bus Service. Project Manager is Paul Lopes, Private Carriers, (973) 491-8278. MR #500000637959 GL #1.8371.50811.0000000.0.000.00000.00000 The operation of contract # 21-048 Hudson County Local Bus Service as per Board Item # 2203-19 Retainage- 2%	06/24/22	37463060.55	\$	1	37,463,060.55
** TOTAL:						\$ 37,463,060.55

PURCHASE ORDER INSTRUCTIONS

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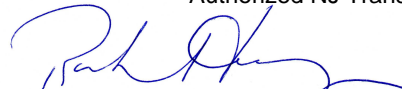
IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT ACCOUNTS PAYABLE CUSTOMER RELATIONS AT APCC@NJTRANSIT.COM AND SOMEONE WILL BE ABLE TO ASSIST YOU.

PURCHASE ORDER NO 220034905	REV NO 0
VENDOR NO [REDACTED]	ISSUE DATE 06/24/22
DATE CHANGED	PAGE NO 2

SUPPLIER: ONE Bus Company 349 FIRST STREET ELIZABETH, NJ, 07206-4010	SHIP TO: NEWARK HEADQUARTERS NJ TRANSIT HEADQUARTERS ONE PENN PLAZA EAST NEWARK, NJ 07105-2246	BILL TO: NEWARK HEADQUARTERS NJ TRANSIT HEADQUARTERS ONE PENN PLAZA EAST NEWARK, NJ 07105-2246
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<input checked="" type="checkbox"/> WHEN THIS BOX IS CHECKED, THE TERMS AND CONDITIONS OF THE ATTACHED CONTRACT REPLACES THOSE SHOWN ON THE REVERSE SIDE OF THIS PURCHASE ORDER.	Authorized NJ Transit Signature / Date  6/24/2022
--	---

**NEW JERSEY TRANSIT
CONTRACT NO. 21-048**

HUDSON COUNTY LOCAL BUS SERVICE

EXHIBIT A

ROUTE DESCRIPTION

2	Jersey City / Journal Square / Secaucus
84	North Bergen / Jersey City / Secaucus
88	North Bergen / Jersey City / Secaucus



ROUTE DESCRIPTION FOR:

**2 JERSEY CITY – JOURNAL SQUARE -
SECAUCUS**

***Elimination of Service North on Enterprise Avenue
North & American Way due to road blockage.***

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ISSUED: January 11, 2014

**NJ TRANSIT
ROUTE DESCRIPTION
2 JERSEY CITY – JOURNAL SQUARE - SECAUCUS**

REGULAR SERVICE, Secaucus to Jersey City

*FARE ZONE 2 – Beginning at the layover location at Secaucus Junction, **Secaucus***

C	on	Laurel Hill Drive South
L	on	New Jersey Turnpike Access Road
C	on	Seaview Drive
R	on	Meadowlands Parkway
R	on	American Way
R	on	Enterprise Avenue North
R	on	Secaucus Road
R	on	Hartz Way
L	on	American Way
R	on	Meadowlands Parkway
R	on	10 th Street
BL	on	10 th Street
R	on	Front Street
L	on	Humboldt Street
R	on	Paterson Plank Road
R	on	County Avenue
L	on	County Road

FARE ZONE 2/1 BREAK – Beginning on County Road at Secaucus/Jersey City border

Entering Jersey City

CR	on	Jughandle to Manhattan Avenue
L	on	Manhattan Avenue
R	on	JFK Boulevard
BL	on	Bergen Avenue/Journal Square
L	on	Sip Avenue
L	into	Journal Square Transportation Center – Platform C-1

REGULAR SERVICE, Jersey City to Secaucus

*FARE ZONE 1 – Beginning in Journal Square Transportation Center, Platform C-1, **Jersey City***

L	on	Pavonia Avenue
R	on	JFK Boulevard
L	on	Manhattan Avenue
R	on	Tonnelle Avenue
BR	on	Jughandle to County Road
C	on	County Road

FARE ZONE 1/2 BREAK – Beginning on County Road at Jersey City/Secaucus border

Entering Secaucus

R	on	County Avenue
L	on	Paterson Plank Road
L	on	Humboldt Street

**NJ TRANSIT
ROUTE DESCRIPTION
2 JERSEY CITY – JOURNAL SQUARE - SECAUCUS**

R	on	Front Street
L	on	10 th Street
R	on	10 th Street
L	on	Meadowlands Parkway
L	on	American Way
R	on	Hartz Way
L	on	Secaucus Road
L	on	Enterprise Avenue North
L	on	American Way
L	on	Meadowlands Parkway
L	on	Seaview Drive
C	on	New Jersey Turnpike Access Road
R	on	Laurel Hill Drive South to Secaucus Junction

SECAUCUS ROAD SERVICE (R), Secaucus to Jersey City

*FARE ZONE 2 – Leaving the Regular Service, Secaucus to Jersey City on American Way at Enterprise Avenue North, **Secaucus***

R	on	Enterprise Avenue North
L	on	Secaucus Road

FARE ZONE 2/1 BREAK – Beginning on Secaucus Road at Secaucus/Jersey City border

Entering Jersey City

R	on	JFK Boulevard
---	----	---------------

Rejoining the Regular Service, Secaucus to Jersey City

SECAUCUS ROAD SERVICE (R), Jersey City to Secaucus

*FARE ZONE 1 – Leaving the Regular Service, Jersey City to Secaucus on JFK Boulevard at Manhattan Avenue, **Jersey City***

C	on	JFK Boulevard
L	on	Secaucus Road

FARE ZONE 1/2 BREAK – Beginning on Secaucus Road at Jersey City/Secaucus border

Entering Secaucus

Rejoining the Regular Service, Jersey City to Secaucus

POST OFFICE SERVICE (P), Secaucus to Jersey City

*FARE ZONE 1 – Leaving the Regular Service, Secaucus to Jersey City on County Road at 2nd entrance to USPS Bulk Mail Facility driveway, **Jersey City***

L	on	2 nd entrance to USPS Bulk Mail Facility driveway
C	thru	Postal Facility parking lot to designated bus stops at the Bulk & International Employee entrances
C	thru	Parking lot back to County Road

NJ TRANSIT
ROUTE DESCRIPTION
2 JERSEY CITY – JOURNAL SQUARE - SECAUCUS

L on County Road
Rejoining the Regular Service, Secaucus to Jersey City

POST OFFICE SERVICE (P), Jersey City to Secaucus

*IN FARE ZONE 1 – Leaving the Regular Service, Jersey City to Secaucus on County Road at 1st entrance to USPS Bulk Mail Facility driveway, **Jersey City***

R on 1st entrance to USPS Bulk Mail Facility driveway
C thru Postal Facility parking lot to designated bus stops at the Bulk & International Employee entrances
C thru Parking lot back to County Road
R on County Road

Rejoining the Regular Service, Jersey City to Secaucus

SERVICE TO JOURNAL SQUARE, between 11:01 PM - 4:29 AM

*FARE ZONE 1 – Leaving the Regular Service, Secaucus to Jersey City on JFK Boulevard at Pavonia Avenue, **Jersey City***

L on Pavonia Avenue
R into Journal Square Transportation Center, Platform B-1

SERVICE FROM JOURNAL SQUARE, between 11:01 PM - 4:29 AM

*FARE ZONE 1 – Beginning in Journal Square Transportation Center, Platform B-1, **Jersey City***

R on Sip Avenue
R on Journal Square/Bergen Avenue
C on JFK Boulevard

Rejoining the Regular Service, Jersey City to Secaucus



ROUTE DESCRIPTION FOR:

84 BERGENLINE-PARK AVENUES

Palisade Avenue detour is completed

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ISSUED: September 2, 2016

NJ TRANSIT
ROUTE DESCRIPTION
84 NORTH BERGEN – JERSEY CITY – JOURNAL SQUARE

REGULAR SERVICE, North Bergen to Jersey City

FARE ZONE 2 - Beginning at Bergenline Avenue and Kennedy Boulevard, **North Bergen**

L on Kennedy Boulevard
L on First Avenue
L on 90th Street
R on Bergenline Avenue

Entering Guttenberg

Entering West New York

Entering Union City

C on Bergenline Avenue
L on 2nd Street
R on Palisade Avenue

FARE ZONE 2/1 BREAK - Beginning at Palisade Avenue and Paterson Plank Road

Entering Jersey City

C on Palisade Avenue
R on Newark Avenue
L on Central Avenue
L on Summit Avenue
R on Sip Avenue

R into Journal Square Transportation Center, **Platform C-3**

REGULAR SERVICE, Jersey City to North Bergen

FARE ZONE 1 - Beginning at Journal Square Transportation Center, **Platform C-3 Jersey City**

L on Pavonia Avenue
R on JFK Boulevard
R on Newark Avenue
L on Palisade Avenue

Entering Union City

FARE ZONE 1/2 BREAK - Beginning Palisade Avenue and Paterson Plank Road

L on Paterson Plank Road
R on New York Avenue
L on 48th Street
R on Bergenline Avenue

Entering West New York

Entering Guttenberg

Entering North Bergen

C on Bergenline to 91st Street

**NJ TRANSIT
ROUTE DESCRIPTION
84 NORTH BERGEN – JERSEY CITY – JOURNAL SQUARE**

PARK AVENUE SERVICE (P), North Bergen to Jersey City

IN FARE ZONE 2 - Leaving the regular service, North Bergen to Jersey City at Bergenline Avenue and 79th Street, **North Bergen**

L on 79th Street
R on Broadway
L on 75th Street
R on Park Avenue
C on Pleasant Ave

Entering Guttenberg

Entering West New York

Entering Weehawken

R on Cantello Street
C on 31st Street

Entering Union City

R on 32nd Street
L on Bergenline Avenue

Rejoining the regular service, North Bergen to Jersey City

PARK AVENUE SERVICE (P), Jersey City to North Bergen

IN FARE ZONE 2 - Leaving the regular service, Jersey City to North Bergen at New York Avenue and 30th Street, City of Union City

R on 30th Street

Entering Weehawken

BR on Hackensack Plank Road
L on Pleasant Avenue
C on Park Avenue

Entering West New York

Entering Guttenberg

Entering North Bergen

C on Park Avenue
L on 77th Street
R on Bergenline Avenue to 91st Street **North Bergen**

**NJ TRANSIT
ROUTE DESCRIPTION
84 NORTH BERGEN – JERSEY CITY – JOURNAL SQUARE**

SERVICE TO JOURNAL SQUARE, 11:01PM AND 4:29AM

FARE ZONE 1 - Leaving the regular service, North Bergen to Jersey City on Central Avenue at Pavonia Avenue, **Jersey City**

R on Pavonia Avenue
L into Journal Square Transportation Center- **Platform B-3 Jersey City**

SERVICE FROM JOURNAL SQUARE, 11:01PM AND 4:29AM

FARE ZONE 1 - Beginning at Journal Square Transportation Center, **Platform B-3, Jersey City**

R on Sip Avenue
R on Journal Square/Bergen Avenue
R on Pavonia Avenue
L on Baldwin Avenue
R on Beacon Avenue
L on Palisade Avenue

Rejoining the regular service, Jersey City to North Bergen

NUNGESSERS TURN AROUND, Deadhead ONLY

L on JFK Boulevard
L on 1st Avenue
L on 90th Street
R on Bergenline Avenue



ROUTE DESCRIPTION FOR:

**88 NORTH BERGEN – JERSEY CITY –
JOURNAL SQUARE**

NEW CENTRAL AVENUE SERVICE

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REGULAR SERVICE, North Bergen to Jersey City	1
REGULAR SERVICE, Jersey City to North Bergen	1
CENTRAL AVENUE SERVICE (C), North Bergen to Jersey City	1
CENTRAL AVENUE SERVICE (C), Jersey City to North Bergen	2
SERVICE TO/FROM JOURNAL SQUARE TRANSPORTATION CENTER, Between 11:01 PM TO 4:29 AM.....	2

ISSUED: NOVEMBER 7, 2011

NJ TRANSIT
ROUTE DESCRIPTION
88 NORTH BERGEN – JERSEY CITY – JOURNAL SQUARE

REGULAR SERVICE, North Bergen to Jersey City

*FARE ZONE 2 – Beginning on Bergenline Avenue (northbound) at JFK Boulevard (Nungessers), **North Bergen***

L on JFK Boulevard

C on JFK Boulevard

FARE ZONE 2/1 BREAK – on JFK Boulevard at 8th Street

Entering Jersey City

C on JFK Boulevard

BL on Bergen Avenue at Journal Square

L on Sip Avenue

L into Journal Square Transportation Center – Platform C-4

REGULAR SERVICE, Jersey City to North Bergen

*FARE ZONE 1 – Beginning in Journal Square Transportation Center – Platform C-4, **Jersey City***

L on Pavonia Avenue

R on JFK Boulevard

C on JFK Boulevard

Entering Union City

FARE ZONE 1/2 BREAK – on JFK Boulevard at 8th Street

Entering West New York

Entering Guttenberg

Entering North Bergen

R on First Avenue

L on 90th Street

L on Bergenline Avenue to end of line at JFK Boulevard

CENTRAL AVENUE SERVICE (C), North Bergen to Jersey City

*IN FARE ZONE 1 – Leaving the regular service, North Bergen to Jersey City on JFK Boulevard at 5th Street, **Jersey City***

L on 5th Street

R on Paterson Plank Road

R on Central Avenue

R on Hoboken Avenue

L on Summit Avenue

R on Sip Avenue

R into Journal Square Transportation Center – Platform C-4

**NJ TRANSIT
ROUTE DESCRIPTION
88 NORTH BERGEN – JERSEY CITY – JOURNAL SQUARE**

CENTRAL AVENUE SERVICE (C), Jersey City to North Bergen

*FARE ZONE 1 – Beginning in Journal Square Transportation Center – Platform C-4,
Jersey City*

R	on	Pavonia Avenue
L	on	Summit Avenue
R	on	Hoboken Avenue
L	on	Central Avenue
L	on	Paterson Plank Road
L	on	5 th Street
R	on	JFK Boulevard

Rejoining the regular service, Jersey City to North Bergen

**SERVICE TO/FROM JOURNAL SQUARE TRANSPORTATION CENTER, Between
11:01 PM TO 4:29 AM**

To Journal Square:

*IN FARE ZONE 1 – Leaving the regular service, North Bergen to Jersey City on JFK
Boulevard at Pavonia Avenue, Jersey City*

L	on	Pavonia Avenue
R	into	Journal Square Transportation Center – Platform B-4

To North Bergen:

*IN FARE ZONE 1 – Beginning in Journal Square Transportation Center – Platform B-4,
Jersey City*

R	on	Sip Avenue
R	on	Journal Square
C	on	JFK Boulevard

Rejoining the regular service, Jersey City to North Bergen

**NEW JERSEY TRANSIT
CONTRACT NO. 21-048**

HUDSON COUNTY LOCAL BUS SERVICE

EXHIBIT B

SCHEDULES

2	Jersey City / Journal Square / Secaucus
84	North Bergen / Jersey City / Secaucus
88	North Bergen / Jersey City / Secaucus

Route: 2 Jersey City - Journal Square - Secaucus
 Garage: Meadowlands
 Direction: To Secaucus

From	Note	JONL SQAR	JFK& CARL	POST OFF	CTYA V&RD	CTYA SECR	SECA TOWN	COVE SBND	SECR CTYA	SECE NTER	ENTE EMER	MPKY SEAD	SECA JUNCT	Leave	To
	P	330a	335a	343a	348a	350a	354a	400a						414a	
		500a	505a		513a	515a	519a	525a		529a	530a	533a	537a	600a	
	P	530a	535a	543a	548a	550a	554a	600a		604a	605a	608a	612a	620a	
		555a	600a		608a	610a	614a	620a		624a	625a	628a	632a	640a	
		615a	620a		628a	630a	634a	640a		644a	645a	648a	652a	720a	
	R	620a	625a						638a	640a		645a	649a	700a	
	P	635a	640a	648a	653a	655a	659a	706a		711a	712a	716a	720a	815a	
	R	650a	655a						709a	711a		716a	720a	740a	
		655a	700a		709a	713a	718a	725a		730a	731a	735a	739a	800a	
		715a	723a		732a	736a	741a	748a		753a	754a	758a	802a	820a	
	R	720a	728a						743a	745a		750a	754a	820a	
	P	735a	743a	752a	757a	801a	806a	813a		818a	819a	823a	827a	840a	
	R	750a	758a						813a	815a		820a	824a		
		755a	803a		812a	816a	821a	828a		833a	834a	838a	842a	900a	
		815a	823a		832a	836a	841a	848a		853a	854a	858a	903a	920a	
	R	820a	828a						843a	845a		850a	854a		
	P	835a	843a	852a	857a	901a	906a	913a		917a	918a	922a	927a		
		900a	907a		915a	918a	923a	930a		934a	935a	939a	944a	1000a	
		940a	947a		955a	958a	1003a	1010a		1014a	1015a	1019a	1024a	1040a	
		1020a	1027a		1035a	1038a	1043a	1050a		1054a	1055a	1059a	1104a	1120a	
		1100a	1107a		1115a	1118a	1123a	1130a		1134a	1135a	1139a	1144a	1200p	
	P	1140a	1147a	1155a	1200p	1203p	1208p	1215p		1219p	1220p	1224p	1229p	1240p	
	P	1220p	1227p	1235p	1240p	1243p	1248p	1255p		1259p	100p	104p	109p	120p	
		100p	107p		115p	118p	123p	130p		134p	135p	139p	144p	200p	
	P	140p	147p	155p	200p	203p	208p	215p		219p	220p	224p	229p	240p	
	P	220p	227p	236p	241p	244p	249p	256p		300p	301p	305p	309p	320p	
		300p	307p		316p	319p	324p	331p		335p	336p	340p	344p	405p	
	P	320p	327p	336p	341p	344p	349p	356p		400p	401p	405p	409p	430p	
	R	340p	347p						359p	401p		406p	410p	420p	
		400p	407p		416p	419p	424p	431p		435p	436p	440p	444p	500p	
	P	420p	427p	436p	441p	444p	449p	456p		500p	501p	505p	509p	540p	
	R	440p	447p						459p	501p		506p	510p	530p	
		500p	507p		516p	519p	524p	531p		535p	536p	540p	544p	550p	
	P	520p	527p	536p	541p	544p	549p	556p		600p	601p	605p	609p		

Route: 2 Jersey City - Journal Square - Secaucus
 Garage: Meadowlands
 Direction: To Secaucus

From	Note	JONL SQAR	JFK& CARL	POST OFF	CTYA V&RD	CTYA SECR	SECA TOWN	COVE SBND	SECR CTYA	SECE NTER	ENTE EMER	MPKY SEAD	SECA JNCT	Leave	To
	R	540p	547p						559p	601p		606p	610p	630p	
		600p	607p		616p	619p	624p	631p		635p	636p	640p	644p	715p	
	P	630p	637p	646p	651p	654p	659p	705p		709p	710p	713p	717p		
		700p	705p		712p	714p	718p	724p		728p	729p	732p	736p		
		730p	735p		742p	744p	748p	754p		758p	759p	802p	806p	815p	
		810p	815p		822p	824p	828p	834p		838p	839p	842p	846p	915p	
	P	910p	915p	922p	927p	929p	933p	939p		943p	944p	947p	951p	1015p	
	88 P	1010p	1015p	1022p	1027p	1029p	1033p	1039p		1043p	1044p	1047p	1051p	1115p	
	88 P	1110p	1115p	1122p	1127p	1129p	1133p	1139p		1143p	1144p	1147p	1151p	1215x	
	P	1210x	1215x	1222x	1227x	1229x	1233x	1239x		1243x	1244x	1247x	1251x		

Notes: P - Trips operate via N.J. International & Bulk Mail Center on County Road.
 R - Trips operate via John F. Kennedy Blvd. to Secaucus Road.

Route: 2 Jersey City - Journal Square - Secaucus
 Garage: Meadowlands
 Direction: To Jersey City

From	Note	SECA JUNCT	MPKY SEAD	ENTE EMER	SECE NTER	COVE MBMD	SECA TOWN	CTYA SECR	CTYA V&RD	POST OFF	SECR CTYA	JFK& CARL	JONL SQAR	Leave	To
						414a	420a	424a	426a			432a	437a	500a	
	P	502a	508a	510a	511a	514a	520a	524a	526a	531a		537a	542a	555a	
		600a	607a	610a	611a	615a	623a	627a	629a			639a	649a	715a	
	P	620a	627a	630a	631a	635a	643a	647a	649a	654a		706a	716a	735a	
		640a	647a	650a	651a	655a	703a	707a	709a			719a	729a	750a	
		700a	707a	710a	711a	715a	723a	727a	729a			739a	749a	755a	
	P	720a	727a	730a	731a	735a	743a	747a	749a	754a		806a	816a	835a	
		740a	747a	750a	751a	755a	803a	807a	809a			819a	829a		
		800a	807a	810a	811a	815a	823a	827a	829a			839a	849a	900a	
	P	820a	827a	830a	831a	835a	843a	847a	849a	854a		904a	912a	925a	88
		840a	847a	850a	851a	855a	903a	907a	909a			917a	925a	940a	
		900a	905a	908a	909a	913a	921a	925a	927a			935a	943a		
		920a	925a	928a	929a	933a	941a	945a	947a			955a	1003a	1020a	
		1000a	1005a	1008a	1009a	1013a	1021a	1025a	1027a			1035a	1043a	1100a	
		1040a	1045a	1048a	1049a	1053a	1101a	1105a	1107a			1115a	1123a	1140a	
		1120a	1125a	1128a	1129a	1133a	1141a	1145a	1147a			1155a	1203p	1220p	
	P	1200p	1205p	1208p	1209p	1213p	1221p	1225p	1227p	1232p		1240p	1248p	100p	
	P	1240p	1245p	1248p	1249p	1253p	101p	105p	107p	112p		120p	128p	140p	
		120p	125p	128p	129p	133p	141p	145p	147p			155p	203p	220p	
	P	200p	205p	208p	209p	213p	221p	225p	227p	232p		240p	248p	320p	
		240p	245p	248p	249p	253p	301p	305p	307p	312p		320p	328p	340p	
		300p	305p	308p	309p	313p	321p	325p	327p			335p	343p	400p	
	P	320p	325p	328p	329p	333p	341p	345p	347p	352p		400p	408p	420p	
	R	330p	336p	342p	344p	348p	356p	400p	402p		344p	404p	412p	430p	88
		335p	340p	343p	344p	348p	356p	400p	402p			410p	418p	440p	
		350p	355p	358p	359p	403p	411p	415p	417p			425p	433p	500p	
		405p	410p	413p	414p	418p	426p	430p	433p			445p	454p	520p	
	R	430p	436p	442p	444p	448p	456p	500p	502p		444p	504p	512p		
	P	420p	425p	428p	429p	433p	441p	445p	448p	453p		505p	514p		
		435p	441p	444p	445p	449p	457p	501p	504p			516p	525p	540p	
		450p	456p	459p	500p	504p	512p	516p	519p			531p	540p	600p	
	R	500p	506p	512p	512p	516p	524p	532p	536p	539p	514p	534p	542p	610p	
		510p	516p	519p	520p	524p	532p	536p	539p			551p	600p		
		530p	536p	539p	540p	544p	552p	556p	559p			611p	620p	630p	

Route: 2 Jersey City - Journal Square - Secaucus
 Garage: Meadowlands
 Direction: To Jersey City

From	Note	SECA JUNCT	MPKY SEAD	ENTE EMER	SECE NTER	COVE MBMD	SECA TOWN	CTYA SECR	CTYA V&RD	POST OFF	SECR CTYA	JFK& CARL	JONL SQAR	Leave	To
.	R	540p	546p		552p						554p	612p	619p		
.		550p	556p	559p	600p	604p	612p	616p	619p			631p	640p		
.	R	610p	614p		619p						621p	638p	645p	700p	
.		630p	636p	639p	640p	644p	652p	656p	659p			706p	713p	730p	
.	P	715p	719p	722p	723p	726p	733p	737p	740p	745p		751p	758p	810p	
.	P	815p	819p	822p	823p	826p	833p	837p	840p	845p		851p	858p	910p	
.	P	915p	919p	922p	923p	926p	933p	937p	940p	945p		951p	958p	1005p	88
.	P	1015p	1019p	1022p	1023p	1026p	1033p	1037p	1040p	1045p		1051p	1058p	1135p	88
.	P	1115p	1119p	1122p	1123p	1126p	1133p	1137p	1140p	1145p		1151p	1158p	1210x	
.	P	1215x	1219x	1222x	1223x	1226x	1233x	1237x	1240x	1245x		1251x	1258x		

Notes: P - Trips operate via N.J. International & Bulk Mail Center on County Road.
 R - Trips operate via John F. Kennedy Blvd. to Secaucus Road.

Route: 84 North Bergen - Jersey City - Journal Square
 Garage: Meadowlands
 Direction: To Jersey City

From	Note	NUNG ESSR	60TH BERG	49TH BERG	75BD WY	PARK 37TH	BERG 29TH	PALI CONG	PALI NWK	JONL SQAR	Leave	To
	B	428a	437a	442a			451a	505a	513a	518a	525a	
	B	508a	517a	522a			531a	545a	553a	558a	615a	
	P	536a			540a	554a	601a	617a	628a	633a	645a	
	B	552a	601a	607a			618a	634a	645a	650a	700a	
	P	603a			608a	625a	635a	651a	702a	707a	715a	
	B	622a	633a	639a			650a	706a	717a	722a	730a	
	P	628a			633a	650a	700a	716a	727a	732a	745a	
	B	649a	700a	706a			717a	733a	744a	749a	800a	
	P	657a			702a	719a	729a	745a	756a	801a	820a	
	B	713a	724a	730a			741a	757a	808a	813a		
	P	721a			726a	743a	753a	809a	820a	825a	840a	
	B	737a	748a	754a			805a	821a	832a	837a	900a	
	P	748a			753a	810a	820a	836a	847a	852a	920a	
	B	807a	818a	824a			835a	851a	902a	907a		
	P	823a			828a	845a	855a	911a	921a	926a	940a	
	B	838a	849a	855a			910a	926a	936a	941a	1000a	
	P	902a			907a	923a	932a	948a	958a	1003a	1020a	
	B	918a	931a	939a			957a	1013a	1023a	1028a	1040a	
	P	942a			947a	1003a	1012a	1028a	1038a	1043a	1100a	
	B	958a	1011a	1019a			1037a	1053a	1103a	1108a	1120a	
	P	1022a			1027a	1043a	1052a	1108a	1118a	1123a	1140a	
	B	1038a	1051a	1059a			1117a	1133a	1143a	1148a	1200p	
	P	1102a			1107a	1123a	1132a	1148a	1158a	1203p	1220p	
	B	1118a	1131a	1139a			1157a	1213p	1223p	1228p	1240p	
	P	1142a			1147a	1203p	1212p	1228p	1238p	1243p	100p	
	B	1158a	1211p	1219p			1237p	1253p	103p	108p	120p	
	P	1222p			1227p	1243p	1252p	108p	118p	123p	140p	
	B	1238p	1251p	1259p			117p	133p	143p	148p	200p	
	P	102p			107p	123p	132p	148p	158p	203p	220p	
	B	118p	131p	139p			157p	213p	223p	228p	240p	
	P	142p			147p	203p	212p	228p	238p	243p	255p	
	B	158p	211p	219p			237p	253p	303p	308p	325p	
	P	222p			227p	243p	252p	309p	319p	324p	340p	
	B	237p	250p	258p			315p	332p	342p	347p	410p	

Route: 84 North Bergen - Jersey City - Journal Square
 Garage: Meadowlands
 Direction: To Jersey City

From	Note	NUNG ESSR	60TH BERG	49TH BERG	75BD WY	PARK 37TH	BERG 29TH	PALI CONG	PALI NWK	JONL SQAR	Leave	To
.	P	257p			302p	318p	330p	347p	357p	402p	425p	
.	B	315p	329p	337p			354p	411p	421p	426p	440p	
.	P	331p			337p	353p	405p	422p	432p	437p	455p	
.	B	345p	359p	407p			424p	441p	451p	456p	510p	
.	P	401p			407p	423p	435p	452p	502p	507p	525p	
<hr/>												
.	B	415p	429p	437p			454p	511p	521p	526p	540p	
.	P	431p			437p	453p	505p	522p	532p	537p	555p	
.	B	445p	459p	507p			524p	541p	551p	556p	610p	
.	P	501p			507p	523p	535p	552p	602p	606p	625p	
.	B	515p	529p	537p			554p	610p	618p	622p	640p	
<hr/>												
.	P	531p			537p	553p	604p	619p	627p	631p	700p	
.	B	545p	559p	606p			617p	632p	640p	644p		
.	P	606p			612p	626p	635p	650p	658p	702p		
.	B	630p	643p	650p			701p	716p	724p	728p	745p	
.	B	700p	713p	720p			731p	746p	754p	758p	830p	
<hr/>												
.	P	745p			751p	805p	814p	829p	837p	841p	915p	
.	B	830p	843p	850p			901p	915p	922p	925p	1000p	
.	P	915p			919p	932p	939p	953p	1000p	1003p	1045p	88
.	B	1000p	1008p	1012p			1019p	1033p	1040p	1043p	1050p	
.	P	1045p			1049p	1102p	1109p	1123p	1130p	1133p	1140p	
<hr/>												
.	B	1130p	1138p	1142p			1149p	1203x	1209x	1212x	1230x	
.	B	1250x	1257x	101x			108x	120x	126x	129x	155x	

Notes: B - Trip operates Via Bergenline Ave.
 P - Trip operates via Park Ave. service

Route: 84 North Bergen - Jersey City - Journal Square
 Garage: Meadowlands
 Direction: To North Bergen

From	Note	JONL SQAR	PALI NWK	PALI CONG	29TH NYAV	49TH BERG	60TH BERG	PARK HIWD	77TH BDWY	NUNG EJFK	Leave	To
	B	500a	503a	509a	522a	531a	534a			542a	552a	
	B	525a	528a	534a	547a	556a	559a			609a	622a	
	B	550a	553a	559a	615a	625a	629a			639a	649a	
	P	615a	620a	629a	645a			651a	704a	710a	721a	
	B	630a	635a	644a	700a	710a	714a			724a	737a	
	P	645a	650a	659a	715a			721a	734a	740a	748a	
	B	700a	705a	714a	730a	740a	744a			754a	823a	
	P	715a	720a	729a	745a			751a	804a	810a	838a	
	B	730a	735a	744a	800a	810a	814a			824a	902a	
	P	745a	750a	759a	815a			821a	834a	840a		
	B	800a	805a	814a	830a	840a	844a			854a	918a	
	P	820a	825a	834a	850a			856a	910a	915a	942a	
	B	840a	845a	854a	910a	923a	928a			941a	958a	
	P	900a	904a	914a	930a			935a	950a	955a	1022a	
	B	920a	924a	934a	950a	1003a	1008a			1021a	1038a	
	P	940a	944a	954a	1010a			1015a	1030a	1035a	1102a	
	B	1000a	1004a	1014a	1030a	1043a	1048a			1101a	1118a	
	P	1020a	1024a	1034a	1050a			1055a	1110a	1115a	1142a	
	B	1040a	1044a	1054a	1110a	1123a	1128a			1141a	1158a	
	P	1100a	1104a	1114a	1130a			1135a	1150a	1155a	1222p	
	B	1120a	1124a	1134a	1150a	1203p	1208p			1221p	1238p	
	P	1140a	1144a	1154a	1210p			1215p	1230p	1235p	102p	
	B	1200p	1204p	1214p	1230p	1243p	1248p			101p	118p	
	P	1220p	1224p	1234p	1250p			1255p	110p	115p	142p	
	B	1240p	1244p	1254p	110p	123p	128p			141p	158p	
	P	100p	104p	114p	130p			135p	150p	155p	222p	
	B	120p	124p	134p	150p	203p	208p			221p	237p	
	P	140p	144p	154p	210p			215p	230p	235p	257p	
	B	200p	204p	214p	230p	243p	248p			301p	331p	
	P	220p	224p	234p	250p			255p	311p	317p	345p	
	B	240p	244p	254p	312p	326p	332p			346p	401p	
	P	255p	259p	309p	328p			334p	350p	356p	415p	
	B	310p	315p	325p	344p	358p	404p			418p	431p	
	P	325p	330p	340p	359p			405p	421p	427p	445p	

Route: 84 North Bergen - Jersey City - Journal Square
 Garage: Meadowlands
 Direction: To North Bergen

From	Note	JONL SQAR	PALI NWK	PALI CONG	29TH NYAV	49TH BERG	60TH BERG	PARK HIWD	77TH BDWY	NUNG EJFK	Leave	To
	B	340p	345p	355p	414p	428p	434p			448p	501p	
	P	355p	400p	410p	429p			435p	451p	457p	515p	
	B	410p	415p	425p	444p	458p	504p			518p	531p	
	P	425p	430p	440p	459p			505p	521p	527p	545p	
	B	440p	445p	455p	514p	528p	534p			548p	606p	
	P	455p	500p	510p	529p			535p	551p	557p		
	B	510p	515p	525p	544p	558p	603p			616p	630p	
	P	525p	530p	540p	559p			604p	619p	625p		
	B	540p	545p	555p	612p	624p	629p			642p	700p	
	P	555p	600p	609p	625p			630p	645p	651p		
	B	610p	614p	623p	639p	651p	656p			709p		
	P	625p	629p	638p	654p			659p	714p	720p	745p	
	B	640p	644p	653p	709p	721p	726p			739p		
	B	700p	704p	713p	729p	741p	746p			759p	830p	
	P	745p	749p	758p	814p			819p	834p	840p	915p	
	B	830p	834p	843p	859p	908p	911p			920p	1000p	
	B	915p	918p	925p	939p	948p	951p			1000p	1045p	
	B	1000p	1003p	1010p	1024p	1033p	1036p			1045p	1130p	
	P	1050p	1053p	1100p	1114p			1118p	1129p	1133p		
	B	1140p	1143p	1150p	1203x	1210x	1213x			1219x	1250x	
	P	1230x	1233x	1239x	1250x			1254x	104x	108x		
	B	155x	158x	204x	215x	222x	225x			231x		

Notes: B - Trip operates Via Bergenline Ave.
 P - Trip operates via Park Ave. service

Route: 88 North Bergen - Jersey City - Journal Square
 Garage: Meadowlands
 Direction: To Jersey City

From	Note	NUNG EJFK	48TH JFK	JFK& 32ND	8THJ FK	CENT MANH	JONL SQAR	Leave	To
.		500a	514a	518a	526a		541a	550a	
.		530a	544a	548a	556a		611a	620a	
.		555a	609a	613a	621a		636a	650a	
.		615a	629a	633a	641a		656a	705a	
.		630a	644a	648a	656a		716a	735a	
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.		645a	659a	704a	714a		736a	750a	
.		700a	717a	722a	732a		754a	805a	
.		715a	732a	737a	747a		809a	820a	
.		730a	747a	752a	802a		824a	835a	
.	C	745a	802a	807a	817a	825a	833a	850a	
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.		800a	817a	822a	832a		854a	905a	
.		815a	832a	837a	847a		907a		
.	C	830a	847a	852a	902a	912a	920a		
.		850a	906a	911a	920a		936a	945a	
.	C	915a	930a	935a	944a	954a	1002a	1015a	
<hr/>									
.		945a	1000a	1005a	1014a		1030a	1045a	
.	C	1015a	1030a	1035a	1044a	1054a	1102a	1115a	
.		1045a	1100a	1105a	1114a		1130a	1145a	
.	C	1115a	1130a	1135a	1144a	1154a	1202p	1215p	
.		1145a	1200p	1205p	1214p		1230p	1245p	
<hr/>									
.	C	1215p	1230p	1235p	1244p	1254p	102p	115p	
.		1245p	100p	105p	114p		130p	145p	
.	C	115p	130p	135p	144p	154p	202p	210p	
.		145p	200p	206p	217p		236p	245p	
.	C	215p	232p	238p	249p	259p	307p	315p	
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.		235p	252p	258p	309p		328p	345p	
.		255p	312p	318p	329p		348p	400p	
.	C	315p	332p	338p	349p	359p	407p	415p	
.		335p	352p	358p	409p		428p	445p	
.		350p	407p	413p	424p		443p	500p	
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.		405p	422p	428p	439p		458p	515p	
.	C	420p	437p	443p	454p	504p	512p	530p	
.		435p	452p	458p	509p		528p	545p	
.		450p	507p	513p	524p		543p	600p	

Route: 88 North Bergen - Jersey City - Journal Square
 Garage: Meadowlands
 Direction: To Jersey City

From	Note	NUNG EJFK	48TH JFK	JFK& 32ND	8THJ FK	CENT MANH	JONL SQAR	Leave	To
.		505p	522p	528p	539p		558p	615p	
.	C	520p	537p	543p	554p	604p	612p	630p	
.		535p	552p	558p	608p		624p	645p	
.		550p	607p	611p	621p		637p	700p	
.		605p	621p	625p	635p		651p		
.	C	620p	636p	640p	650p	700p	708p	720p	
.		640p	656p	700p	710p		726p	740p	
.		710p	726p	730p	740p		756p	805p	
.	C	740p	756p	800p	809p	816p	824p	835p	
.		810p	824p	828p	837p		852p	905p	
.	C	840p	854p	858p	907p	914p	922p	935p	
.		920p	934p	938p	947p		1002p	1010p	2
.		1000p	1014p	1018p	1027p		1042p	1110p	2
.		1050p	1104p	1108p	1117p		1132p		
.		1130p	1144p	1148p	1157p		1212x	1215x	

Notes: C - Trip operates Via Central Ave.

Route: 88 North Bergen - Jersey City - Journal Square
 Garage: Meadowlands
 Direction: To North Bergen

From	Note	JONL SQAR	CENT MANH	8THJ FK	32ND &JFK	48TH JFK	NUNG EJFK	Leave	To
.		550a		602a	610a	615a	628a	645a	
.		605a		617a	625a	630a	643a	700a	
.		620a		632a	640a	645a	658a	715a	
.		635a		647a	655a	700a	716a	730a	
.		650a		703a	713a	719a	735a	745a	
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.		705a		721a	731a	737a	753a	800a	
.		720a		736a	746a	752a	808a	815a	
.		735a		751a	801a	807a	823a	830a	
.		750a		806a	816a	822a	838a	850a	
.		805a		821a	831a	837a	853a		
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.		820a		836a	846a	852a	908a	915a	
.	C	835a	843a	853a	902a	908a	923a		
.		850a		905a	913a	919a	934a	945a	
.		905a		919a	927a	933a	948a	1015a	
.	2 C	925a	933a	943a	951a	957a	1012a		
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.		945a		959a	1007a	1013a	1028a	1045a	
.	C	1015a	1023a	1033a	1041a	1047a	1102a	1115a	
.		1045a		1059a	1107a	1113a	1128a	1145a	
.	C	1115a	1123a	1133a	1141a	1147a	1202p	1215p	
.		1145a		1159a	1207p	1213p	1228p	1245p	
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.	C	1215p	1223p	1233p	1241p	1247p	102p	115p	
.		1245p		1259p	107p	113p	128p	145p	
.	C	115p	123p	133p	141p	147p	202p	215p	
.		145p		159p	207p	213p	228p	255p	
.	C	210p	218p	228p	238p	245p	302p	315p	
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.		230p		247p	258p	305p	322p	335p	
.		245p		302p	313p	320p	337p	350p	
.		300p		317p	328p	335p	352p	405p	
.	C	315p	323p	333p	344p	351p	408p	420p	
.		330p		347p	358p	405p	422p	435p	
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.		345p		402p	413p	420p	437p	450p	
.		400p		417p	428p	435p	452p	505p	
.	C	415p	423p	433p	444p	451p	508p	520p	
.	2	430p		447p	458p	505p	522p	535p	

Route: 88 North Bergen - Jersey City - Journal Square
 Garage: Meadowlands
 Direction: To North Bergen

From	Note	JONL SQAR	CENT MANH	8THJ FK	32ND &JFK	48TH JFK	NUNG EJFK	Leave	To
		445p		502p	513p	520p	537p	550p	
		500p		517p	528p	535p	552p	605p	
	C	515p	523p	533p	544p	551p	608p	620p	
		530p		547p	558p	605p	622p	640p	
		545p		602p	613p	620p	636p		
		600p		617p	628p	634p	649p	710p	
	C	615p	623p	633p	641p	647p	702p		
		630p		644p	652p	658p	713p		
		645p		659p	707p	713p	728p	740p	
	C	700p	707p	715p	723p	729p	744p		
		720p		734p	742p	748p	803p	810p	
		740p		754p	802p	807p	821p	840p	
	C	805p	812p	820p	828p	833p	847p		
		835p		848p	856p	901p	915p	920p	
	C	905p	912p	920p	928p	933p	947p	1000p	
		935p		948p	956p	1001p	1015p		
	2	1005p		1018p	1026p	1031p	1045p	1050p	
	84	1045p		1058p	1106p	1111p	1125p	1130p	
	2	1135p		1148p	1156p	1201x	1215x		
		1215x		1228x	1236x	1241x	1255x		

Notes: C - Trip operates Via Central Ave.

Route: 2 Jersey City - Journal Square - Secaucus
 Garage: Meadowlands
 Direction: To Secaucus

From	Note	JONL SQAR	JFK& CARL	POST OFF	CTYA V&RD	CTYA SECR	SECA TOWN	COVE SBND	SECE NTER	ENTE EMER	MPKY SEAD	SECA JUNCT	Leave	To
	P	530a	535a	542a	547a	549a	553a	559a	603a	604a	607a	611a	615a	
	P	630a	635a	642a	647a	649a	653a	659a	703a	704a	707a	711a	715a	
		705a	710a		717a	719a	723a	729a	733a	734a	737a	741a	755a	
	P	740a	745a	752a	757a	759a	803a	809a	813a	814a	817a	821a	830a	
		815a	820a		827a	829a	833a	839a	843a	844a	847a	851a	905a	
		850a	855a		902a	904a	908a	914a	918a	919a	922a	926a	940a	
		925a	930a		937a	939a	943a	949a	953a	954a	957a	1001a	1015a	
		1000a	1005a		1012a	1014a	1018a	1024a	1028a	1029a	1032a	1036a	1050a	
		1035a	1040a		1047a	1049a	1053a	1059a	1103a	1104a	1107a	1111a	1125a	
	P	1110a	1115a	1122a	1127a	1129a	1133a	1139a	1143a	1144a	1147a	1151a	1200p	
	P	1145a	1150a	1157a	1202p	1204p	1208p	1214p	1218p	1219p	1222p	1226p	1235p	
	P	1220p	1225p	1232p	1237p	1239p	1243p	1249p	1253p	1254p	1257p	101p	110p	
		1255p	100p		107p	109p	113p	119p	123p	124p	127p	131p	145p	
	P	130p	135p	142p	147p	149p	153p	159p	203p	204p	207p	211p	220p	
		205p	210p		217p	219p	223p	229p	233p	234p	237p	241p	255p	
	P	240p	245p	252p	257p	259p	303p	309p	313p	314p	317p	321p	330p	
	P	315p	320p	327p	332p	334p	338p	344p	348p	349p	352p	356p	405p	
	P	350p	355p	402p	407p	409p	413p	419p	423p	424p	427p	431p	440p	
		425p	430p		437p	439p	443p	449p	453p	454p	457p	501p	515p	
		500p	505p		512p	514p	518p	524p	528p	529p	532p	536p	550p	
	P	535p	540p	547p	552p	554p	558p	604p	608p	609p	612p	616p	625p	
		610p	615p		622p	624p	628p	634p	638p	639p	642p	646p	700p	
		645p	650p		657p	659p	703p	709p	713p	714p	717p	721p		

Notes: P - Trips operate via N.J. International & Bulk Mail Center on County Road.

Route: 2 Jersey City - Journal Square - Secaucus
 Garage: Meadowlands
 Direction: To Jersey City

From	Note	SECA JUNCT	MPKY SEAD	ENTE EMER	SECE NTER	COVE MBMD	SECA TOWN	CTYA SECR	CTYA V&RD	POST OFF	JFK& CARL	JONL SQAR	Leave	To
	P	615a	619a	622a	623a	627a	634a	637a	639a	643a	651a	659a	705a	
	P	715a	719a	722a	723a	727a	734a	737a	739a	743a	751a	759a	815a	
		755a	759a	802a	803a	807a	814a	817a	819a		826a	834a	850a	
		830a	834a	837a	838a	842a	849a	852a	854a		901a	909a	925a	
		905a	909a	912a	913a	917a	924a	927a	929a		936a	944a	1000a	
		940a	944a	947a	948a	952a	959a	1002a	1004a		1011a	1019a	1035a	
		1015a	1019a	1022a	1023a	1027a	1034a	1037a	1039a		1046a	1054a	1110a	
		1050a	1054a	1057a	1058a	1102a	1109a	1112a	1114a		1121a	1129a	1145a	
		1125a	1129a	1132a	1133a	1137a	1144a	1147a	1149a		1156a	1204p	1220p	
	P	1200p	1204p	1207p	1208p	1212p	1219p	1222p	1224p	1228p	1236p	1244p	1255p	
		1235p	1239p	1242p	1243p	1247p	1254p	1257p	1259p		106p	114p	130p	
	P	110p	114p	117p	118p	122p	129p	132p	134p	138p	146p	154p	205p	
		145p	149p	152p	153p	157p	204p	207p	209p		216p	224p	240p	
	P	220p	224p	227p	228p	232p	239p	242p	244p	248p	256p	304p	315p	
	P	255p	259p	302p	303p	307p	314p	317p	319p	323p	331p	339p	350p	
		330p	334p	337p	338p	342p	349p	352p	354p		401p	409p	425p	
	P	405p	409p	412p	413p	417p	424p	427p	429p	433p	441p	449p	500p	
		440p	444p	447p	448p	452p	459p	502p	504p		511p	519p	535p	
		515p	519p	522p	523p	527p	534p	537p	539p		546p	554p	610p	
		550p	554p	557p	558p	602p	609p	612p	614p		621p	629p	645p	
		625p	629p	632p	633p	637p	644p	647p	649p		656p	704p		
		700p	704p	707p	708p	712p	719p	722p	724p		731p	739p		

Notes: P - Trips operate via N.J. International & Bulk Mail Center on County Road.

Route: 84 North Bergen - Jersey City - Journal Square
 Garage: Meadowlands
 Direction: To Jersey City

From	Note	NUNG ESSR	60TH BERG	49TH BERG	75BD WY	PARK 37TH	BERG 29TH	PALI CONG	PALI NWK	JONL SQAR	Leave	To
							537a	550a	557a	601a	622a	
	B	551a	559a	604a			612a	626a	633a	637a	652a	
	B	620a	629a	634a			642a	656a	703a	707a	722a	
	B	650a	659a	704a			712a	726a	733a	737a	752a	
	P	716a			721a	735a	742a	756a	803a	807a	832a	
	B	739a	748a	753a			801a	815a	822a	826a	852a	
	P	756a			801a	815a	822a	836a	843a	847a	912a	
	B	819a	828a	833a			841a	855a	902a	906a	932a	
	P	836a			841a	855a	902a	916a	923a	927a	952a	
	B	859a	908a	913a			921a	936a	945a	949a	1012a	
	P	913a			918a	932a	942a	958a	1007a	1011a	1032a	
	B	924a	935a	943a			1001a	1017a	1026a	1030a	1052a	
	P	951a			957a	1012a	1022a	1038a	1047a	1051a	1112a	
	B	1001a	1016a	1024a			1042a	1058a	1107a	1111a	1132a	
	P	1031a			1037a	1052a	1102a	1118a	1127a	1131a	1152a	
	B	1041a	1056a	1104a			1122a	1138a	1147a	1151a	1212p	
	P	1111a			1117a	1132a	1142a	1158a	1207p	1211p	1232p	
	B	1121a	1136a	1144a			1202p	1218p	1227p	1231p	1252p	
	P	1151a			1157a	1212p	1222p	1238p	1247p	1251p	112p	
	B	1205p	1220p	1228p			1246p	102p	111p	115p	132p	
	P	1230p			1236p	1251p	101p	117p	126p	130p	152p	
	B	1240p	1255p	103p			121p	137p	146p	150p	212p	
	P	110p			116p	131p	141p	157p	206p	210p	232p	
	B	120p	135p	143p			201p	217p	226p	230p	252p	
	B	140p	155p	203p			221p	237p	246p	250p	312p	
	P	210p			216p	231p	241p	257p	306p	310p	332p	
	B	220p	235p	243p			301p	317p	326p	330p	352p	
	P	250p			256p	311p	321p	337p	346p	350p	412p	
	B	300p	315p	323p			341p	357p	406p	410p	432p	
	P	330p			336p	351p	401p	417p	426p	430p	452p	
	B	340p	355p	403p			421p	437p	446p	450p	512p	
	P	410p			416p	431p	441p	457p	506p	510p	532p	
	B	420p	435p	443p			501p	517p	526p	530p	552p	
	P	450p			456p	511p	521p	537p	546p	550p	607p	

Route: 84 North Bergen - Jersey City - Journal Square
 Garage: Meadowlands
 Direction: To Jersey City

From	Note	NUNG ESSR	60TH BERG	49TH BERG	75BD WY	PARK 37TH	BERG 29TH	PALI CONG	PALI NWK	JONL SQAR	Leave	To
	B	500p	515p	523p			541p	557p	605p	609p	632p	
	P	530p			536p	551p	601p	616p	624p	628p	657p	
	B	547p	602p	609p			622p	637p	645p	649p		
	P	612p			619p	633p	642p	657p	705p	709p	727p	
	B	629p	643p	650p			703p	718p	726p	730p	747p	
	P	652p			659p	713p	722p	737p	745p	749p	807p	
	B	709p	723p	730p			743p	758p	806p	810p	830p	
	P	732p			739p	753p	802p	817p	825p	829p	850p	
	B	800p	814p	821p			834p	849p	857p	901p	915p	
	P	830p			837p	851p	900p	913p	920p	924p	935p	
	B	910p	920p	925p			935p	948p	955p	959p	1015p	
	P	950p			955p	1007p	1013p	1026p	1033p	1037p	1055p	
	B	1035p	1045p	1050p			1100p	1113p	1120p	1124p	1135p	
	P	1115p			1120p	1132p	1138p	1151p	1158p	1202x	1215x	
	B	1200x	1208x	1212x			1219x	1231x	1237x	1240x	100x	
	B	1245x	1253x	1257x			104x	116x	122x	125x	200x	

Notes: B - Trip operates Via Bergenline Ave.
 P - Trip operates via Park Ave. service

Route: 84 North Bergen - Jersey City - Journal Square
 Garage: Meadowlands
 Direction: To North Bergen

From	Note	JONL SQAR	PALI NWK	PALI CONG	29TH NYAV	49TH BERG	60TH BERG	PARK HIWD	77TH BDWY	NUNG EJFK	Leave	To
	B				543a	550a	553a			601a	620a	
	B	552a	555a	601a	615a	624a	628a			638a	650a	
	B	622a	625a	632a	646a	655a	659a			709a	716a	
	B	652a	655a	702a	716a	725a	729a			739a	756a	
	B	722a	725a	732a	746a	755a	759a			809a	836a	
	P	752a	755a	802a	816a			821a	833a	838a	913a	
	B	812a	815a	822a	836a	845a	849a			859a	924a	
	P	832a	835a	842a	856a			901a	913a	918a	951a	
	B	852a	855a	902a	916a	925a	929a			939a	1001a	
	P	912a	915a	922a	936a			941a	953a	958a	1031a	
	B	932a	935a	942a	956a	1007a	1013a			1026a	1041a	
	P	952a	955a	1003a	1018a			1023a	1038a	1044a	1111a	
	B	1012a	1017a	1026a	1041a	1053a	1059a			1112a	1121a	
	P	1032a	1037a	1046a	1101a			1106a	1121a	1127a	1151a	
	B	1052a	1057a	1106a	1121a	1133a	1139a			1152a	1205p	
	P	1112a	1117a	1126a	1141a			1146a	1201p	1207p	1230p	
	B	1132a	1137a	1146a	1201p	1213p	1219p			1232p	110p	
	P	1152a	1157a	1206p	1221p			1226p	1241p	1247p	120p	
	B	1212p	1217p	1226p	1241p	1253p	1259p			112p	140p	
	P	1232p	1237p	1246p	101p			106p	121p	127p		
	B	1252p	1257p	106p	121p	133p	139p			152p	210p	
	P	112p	117p	126p	141p			146p	201p	207p	220p	
	B	132p	137p	146p	201p	213p	219p			232p	250p	
	P	152p	157p	206p	221p			226p	241p	247p	300p	
	B	212p	217p	226p	241p	253p	259p			312p	330p	
	P	232p	237p	246p	301p			306p	321p	327p	340p	
	B	252p	257p	306p	321p	333p	339p			352p	420p	
	P	312p	317p	326p	341p			346p	401p	407p		
	B	332p	337p	346p	401p	413p	419p			432p	450p	
	P	352p	357p	406p	421p			426p	441p	447p	500p	
	B	412p	417p	426p	441p	453p	459p			512p	530p	
	P	432p	437p	446p	501p			506p	521p	527p	547p	
	B	452p	457p	506p	521p	533p	539p			552p	612p	
	P	512p	517p	526p	541p			546p	601p	606p	629p	

Route: 84 North Bergen - Jersey City - Journal Square
 Garage: Meadowlands
 Direction: To North Bergen

From	Note	JONL SQAR	PALI NWK	PALI CONG	29TH NYAV	49TH BERG	60TH BERG	PARK HIWD	77TH BDWY	NUNG EJFK	Leave	To
	B	532p	537p	546p	601p	612p	617p			630p	652p	
	P	552p	557p	605p	619p			623p	637p	642p	709p	
	B	607p	611p	619p	633p	644p	649p			702p	732p	
	P	632p	636p	644p	658p			702p	716p	721p	800p	
	B	657p	701p	709p	723p	734p	739p			752p		
	P	727p	731p	739p	753p			757p	811p	816p	830p	
	B	747p	751p	759p	813p	824p	829p			842p		
	P	807p	811p	819p	833p			837p	851p	856p	910p	
	B	830p	834p	842p	856p	905p	908p			917p		
	P	850p	854p	902p	915p			918p	930p	935p	950p	
	B	915p	919p	926p	939p	947p	950p			959p		
	P	935p	939p	946p	959p			1002p	1014p	1019p	1035p	
	B	1015p	1019p	1026p	1039p	1047p	1050p			1059p	1115p	
	P	1055p	1059p	1106p	1119p			1122p	1134p	1139p	1200x	
	B	1135p	1139p	1146p	1159p	1207x	1210x			1217x	1245x	
	P	1215x	1218x	1224x	1235x			1238x	1247x	1252x		
	B	100x	103x	109x	120x	128x	131x			138x		
	B	200x	203x	209x	220x	228x	231x			238x		

Notes: B - Trip operates Via Bergenline Ave.
 P - Trip operates via Park Ave. service

Route: 88 North Bergen - Jersey City - Journal Square
 Garage: Meadowlands
 Direction: To Jersey City

From	Note	NUNG EJFK	48TH JFK	JFK& 32ND	8THJ FK	CENT MANH	JONL SQAR	Leave	To
.		625a	639a	643a	651a		706a	720a	
.		700a	714a	718a	726a		741a	755a	
.		735a	749a	753a	801a		816a	830a	
.	C	810a	824a	828a	836a	845a	853a	905a	
.		845a	859a	903a	911a		926a	940a	
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.	C	920a	934a	938a	946a	955a	1003a	1015a	
.		955a	1010a	1015a	1025a		1041a	1050a	
.	C	1030a	1045a	1050a	1100a	1111a	1119a	1130a	
.		1110a	1125a	1130a	1140a		1156a	1210p	
.	C	1150a	1205p	1210p	1220p	1231p	1239p	1250p	
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.		1230p	1245p	1250p	100p		116p	130p	
.	C	110p	125p	130p	140p	151p	159p	210p	
.		150p	205p	210p	220p		236p	250p	
.	C	230p	245p	250p	300p	311p	319p	330p	
.		310p	325p	330p	340p		356p	410p	
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.	C	350p	405p	410p	420p	431p	439p	450p	
.		430p	445p	450p	500p		516p	530p	
.	C	510p	525p	530p	540p	551p	559p	610p	
.		550p	605p	609p	617p		632p	650p	
.	C	630p	644p	648p	656p	706p	713p	730p	
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.		710p	724p	728p	736p		751p	810p	
.	C	750p	804p	808p	816p	826p	833p	850p	
.		830p	844p	848p	856p		911p	930p	
.		910p	922p	926p	934p		949p	1010p	
.		950p	1002p	1006p	1014p		1029p	1050p	

Notes: C - Trip operates Via Central Ave.

Route: 88 North Bergen - Jersey City - Journal Square
 Garage: Meadowlands
 Direction: To North Bergen

From	Note	JONL SQAR	CENT MANH	8THJ FK	32ND &JFK	48TH JFK	NUNG EJFK	Leave	To
		645a		657a	705a	710a	724a	735a	
		720a		732a	740a	745a	759a	810a	
		755a		807a	815a	820a	834a	845a	
		830a		842a	850a	855a	909a	920a	
	C	905a	911a	920a	928a	933a	947a	955a	
		940a		952a	1000a	1005a	1019a	1030a	
	C	1015a	1021a	1030a	1040a	1046a	1102a	1110a	
		1050a		1104a	1114a	1120a	1136a	1150a	
	C	1130a	1137a	1148a	1158a	1204p	1220p	1230p	
		1210p		1224p	1234p	1240p	1256p	110p	
	C	1250p	1257p	108p	118p	124p	140p	150p	
		130p		144p	154p	200p	216p	230p	
	C	210p	217p	228p	238p	244p	300p	310p	
		250p		304p	314p	320p	336p	350p	
	C	330p	337p	348p	358p	404p	420p	430p	
		410p		424p	434p	440p	456p	510p	
	C	450p	457p	508p	518p	524p	539p	550p	
		530p		544p	553p	558p	612p	630p	
	C	610p	617p	628p	637p	642p	656p	710p	
		650p		704p	713p	718p	732p	750p	
	C	730p	737p	747p	756p	801p	814p	830p	
		810p		823p	831p	836p	849p	910p	
	C	850p	857p	907p	915p	920p	933p	950p	
		930p		943p	951p	956p	1009p		
		1010p		1023p	1031p	1036p	1049p		
		1050p		1103p	1111p	1116p	1129p		

Notes: C - Trip operates Via Central Ave.

Route: 2 Jersey City - Journal Square - Secaucus
 Garage: Meadowlands
 Direction: To Secaucus

From	Note	JONL SQAR	JFK& CARL	POST OFF	CTYA V&RD	CTYA SECR	SECA TOWN	COVE SBND	SECE NTER	ENTE EMER	MPKY SEAD	SECA JUNCT	Leave	To
	P	630a	635a	641a	646a	648a	652a	657a	701a	702a	705a	710a	725a	
	P	730a	735a	741a	746a	748a	752a	757a	801a	802a	805a	810a	825a	
		830a	835a		842a	844a	848a	853a	857a	858a	901a	906a	925a	
		930a	935a		942a	944a	948a	953a	957a	958a	1001a	1006a	1025a	
		1030a	1035a		1042a	1044a	1048a	1053a	1057a	1058a	1101a	1106a	1125a	
	P	1130a	1135a	1141a	1146a	1148a	1152a	1157a	1201p	1202p	1205p	1210p	1225p	
	P	1230p	1235p	1241p	1246p	1248p	1252p	1257p	101p	102p	105p	110p	125p	
	P	130p	135p	141p	146p	148p	152p	157p	201p	202p	205p	210p	225p	
	P	230p	235p	241p	246p	248p	252p	257p	301p	302p	305p	310p	325p	
	P	330p	335p	341p	346p	348p	352p	357p	401p	402p	405p	410p	425p	
		430p	435p		442p	444p	448p	453p	457p	458p	501p	506p	525p	
	P	530p	535p	541p	546p	548p	552p	557p	601p	602p	605p	610p	625p	
		630p	635p		642p	644p	648p	653p	657p	658p	701p	706p	725p	

Notes: P - Trips operate via N.J. International & Bulk Mail Center on County Road.

Route: 2 Jersey City - Journal Square - Secaucus
 Garage: Meadowlands
 Direction: To Jersey City

From	Note	SECA JNCT	MPKY SEAD	ENTE EMER	SECE NTER	COVE MBMD	SECA TOWN	CTYA SECR	CTYA V&RD	POST OFF	JFK& CARL	JONL SQAR	Leave	To
	P	725a	729a	732a	733a	736a	742a	745a	747a	751a	758a	805a	830a	
		825a	829a	832a	833a	836a	842a	845a	847a		854a	901a	930a	
		925a	929a	932a	933a	936a	942a	945a	947a		954a	1001a	1030a	
		1025a	1029a	1032a	1033a	1036a	1042a	1045a	1047a		1054a	1101a	1130a	
		1125a	1129a	1132a	1133a	1136a	1142a	1145a	1147a		1154a	1201p	1230p	
	P	1225p	1229p	1232p	1233p	1236p	1242p	1245p	1247p	1251p	1258p	105p	130p	
	P	125p	129p	132p	133p	136p	142p	145p	147p	151p	158p	205p	230p	
	P	225p	229p	232p	233p	236p	242p	245p	247p	251p	258p	305p	330p	
	P	325p	329p	332p	333p	336p	342p	345p	347p	351p	358p	405p	430p	
	P	425p	429p	432p	433p	436p	442p	445p	447p	451p	458p	505p	530p	
		525p	529p	532p	533p	536p	542p	545p	547p		554p	601p	630p	
		625p	629p	632p	633p	636p	642p	645p	647p		654p	701p		
		725p	729p	732p	733p	736p	742p	745p	747p		754p	801p		

Notes: P - Trips operate via N.J. International & Bulk Mail Center on County Road.

Route: 84 North Bergen - Jersey City - Journal Square
 Garage: Meadowlands
 Direction: To Jersey City

From	Note	NUNG ESSR	60TH BERG	49TH BERG	75BD WY	PARK 37TH	BERG 29TH	PALI CONG	PALI NWK	JONL SQAR	Leave	To
	B	715a	723a	728a			735a	748a	755a	759a	810a	
	P	745a			749a	801a	806a	819a	826a	830a	845a	
	B	815a	823a	828a			835a	848a	855a	859a	920a	
	P	845a			849a	901a	906a	919a	926a	930a	955a	
	B	915a	923a	928a			935a	948a	955a	959a	1030a	
	P	945a			950a	1003a	1012a	1025a	1032a	1036a	1105a	
	B	1015a	1023a	1028a			1035a	1048a	1055a	1059a	1135a	
	P	1045a			1050a	1103a	1112a	1125a	1132a	1136a	1205p	
	B	1115a	1123a	1128a			1135a	1148a	1155a	1159a	1235p	
	P	1145a			1150a	1203p	1212p	1225p	1232p	1236p	105p	
	B	1215p	1223p	1228p			1235p	1248p	1255p	1259p	135p	
	P	1255p			100p	113p	122p	135p	142p	146p	205p	
	B	115p	123p	128p			135p	148p	155p	159p	235p	
	P	155p			200p	213p	222p	235p	242p	246p	305p	
	B	215p	223p	228p			235p	248p	255p	259p	335p	
	P	255p			300p	314p	323p	338p	346p	350p	405p	
	B	315p	329p	337p			354p	409p	417p	421p	435p	
	P	355p			402p	416p	425p	440p	448p	452p	505p	
	B	415p	429p	437p			454p	509p	517p	521p	535p	
	P	455p			502p	516p	525p	540p	548p	552p	605p	
	B	515p	529p	537p			554p	608p	616p	620p	635p	
	P	555p			602p	614p	621p	635p	643p	647p	705p	
	B	625p	637p	643p			655p	709p	717p	721p	740p	
	P	655p			701p	713p	720p	734p	742p	746p	810p	
	B	740p	752p	758p			810p	824p	832p	836p	845p	
	P	840p			846p	858p	905p	917p	923p	927p	940p	
	B	940p	948p	952p			959p	1011p	1017p	1021p	1040p	
	B	1040p	1048p	1052p			1059p	1111p	1117p	1121p	1140p	

Notes: B - Trip operates Via Bergenline Ave.
 P - Trip operates via Park Ave. service

Route: 84 North Bergen - Jersey City - Journal Square
 Garage: Meadowlands
 Direction: To North Bergen

From	Note	JONL SQAR	PALI NWK	PALI CONG	29TH NYAV	49TH BERG	60TH BERG	PARK HIWD	77TH BDWY	NUNG EJFK	Leave	To
.	B	730a	733a	739a	751a	759a	802a			811a	845a	
.	B	810a	813a	819a	831a	839a	842a			851a	915a	
.	P	845a	848a	854a	906a			909a	920a	927a	945a	
.	B	920a	923a	929a	941a	949a	952a			1001a	1015a	
.	P	955a	958a	1005a	1020a			1024a	1037a	1043a	1115a	
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.	B	1030a	1034a	1042a	1057a	1109a	1115a			1127a	1145a	
.	P	1105a	1109a	1117a	1132a			1136a	1149a	1155a	1215p	
.	B	1135a	1139a	1147a	1202p	1214p	1220p			1232p	1255p	
.	P	1205p	1209p	1217p	1232p			1236p	1249p	1255p	115p	
.	B	1235p	1239p	1247p	102p	114p	120p			132p	155p	
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.	P	105p	109p	117p	132p			136p	149p	155p	215p	
.	B	135p	139p	147p	202p	214p	220p			232p	255p	
.	P	205p	209p	217p	232p			236p	249p	255p	315p	
.	B	235p	239p	247p	302p	314p	320p			332p	355p	
.	P	305p	309p	317p	332p			336p	349p	355p	415p	
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.	B	335p	339p	347p	402p	414p	420p			432p	455p	
.	P	405p	409p	417p	432p			436p	449p	455p	515p	
.	B	435p	439p	447p	502p	514p	520p			532p	555p	
.	P	505p	509p	517p	532p			536p	549p	555p	625p	
.	B	535p	539p	547p	602p	614p	620p			632p	655p	
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.	P	605p	609p	617p	632p			635p	648p	653p		
.	B	635p	639p	647p	700p	709p	713p			723p	740p	
.	P	705p	709p	717p	730p			733p	746p	751p		
.	B	740p	744p	752p	805p	814p	818p			828p	840p	
.	P	810p	814p	822p	835p			838p	851p	856p		
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.	B	845p	849p	857p	908p	916p	919p			927p	940p	
.	B	940p	943p	949p	1000p	1008p	1011p			1019p	1040p	
.	B	1040p	1043p	1049p	1100p	1108p	1111p			1119p		
.	B	1140p	1143p	1149p	1200x	1208x	1211x			1219x		

Notes: B - Trip operates Via Bergenline Ave.
 P - Trip operates via Park Ave. service

Route: 88 North Bergen - Jersey City - Journal Square
 Garage: Meadowlands
 Direction: To Jersey City

From	Note	NUNG EJFK	48TH JFK	JFK& 32ND	8THJ FK	CENT MANH	JONL SQAR	Leave	To
.		625a	637a	640a	647a		659a	710a	
.		710a	722a	725a	732a		744a	755a	
.	C	755a	807a	810a	817a	825a	832a	840a	
.		840a	852a	855a	902a		914a	925a	
.	C	915a	927a	930a	939a	949a	956a	1010a	
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.		950a	1004a	1009a	1018a		1033a	1050a	
.	C	1030a	1044a	1049a	1058a	1108a	1115a	1130a	
.		1110a	1124a	1129a	1138a		1153a	1210p	
.	C	1150a	1204p	1209p	1218p	1228p	1235p	1250p	
.		1230p	1244p	1249p	1258p		113p	130p	
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.	C	110p	124p	129p	138p	148p	155p	210p	
.		150p	204p	209p	218p		233p	250p	
.	C	230p	244p	249p	258p	308p	315p	330p	
.		310p	324p	329p	338p		353p	410p	
.	C	350p	404p	409p	418p	428p	435p	450p	
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.		430p	444p	449p	458p		513p	530p	
.	C	510p	524p	529p	538p	548p	555p	610p	
.		550p	604p	609p	618p		633p	650p	
.	C	640p	654p	659p	708p	718p	725p	730p	
.		730p	744p	749p	758p		812p	820p	
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.		820p	832p	835p	843p		857p	910p	
.		910p	922p	925p	933p		947p	1000p	
.		1000p	1012p	1015p	1023p		1037p	1050p	

Notes: C - Trip operates Via Central Ave.

Route: 88 North Bergen - Jersey City - Journal Square
 Garage: Meadowlands
 Direction: To North Bergen

From	Note	JONL SQAR	CENT MANH	8THJ FK	32ND &JFK	48TH JFK	NUNG EJFK	Leave	To
		710a		722a	729a	733a	745a	755a	
		755a		807a	814a	818a	830a	840a	
	C	840a	846a	854a	901a	905a	917a	950a	
		925a		938a	947a	953a	1007a	1030a	
	C	1010a	1017a	1027a	1036a	1042a	1056a	1110a	
		1050a		1103a	1112a	1118a	1132a	1150a	
	C	1130a	1137a	1147a	1156a	1202p	1216p	1230p	
		1210p		1223p	1232p	1238p	1252p	110p	
	C	1250p	1257p	107p	116p	122p	136p	150p	
		130p		143p	152p	158p	212p	230p	
	C	210p	217p	227p	236p	242p	256p	310p	
		250p		303p	312p	318p	332p	350p	
	C	330p	337p	347p	356p	402p	416p	430p	
		410p		423p	432p	438p	452p	510p	
	C	450p	457p	507p	516p	522p	536p	550p	
		530p		543p	552p	558p	612p	640p	
	C	610p	617p	627p	636p	642p	656p	730p	
		650p		703p	712p	718p	732p		
	C	730p	737p	747p	756p	801p	814p	820p	
		820p		833p	840p	844p	857p	910p	
		910p		923p	930p	934p	947p	1000p	
		1000p		1013p	1020p	1024p	1037p		
		1050p		1103p	1110p	1114p	1127p		

Notes: C - Trip operates Via Central Ave.

**NEW JERSEY TRANSIT
CONTRACT NO. 21-48**

HUDSON COUNTY LOCAL BUS SERVICE

EXHIBIT C

SUPPLEMENTAL STATISTICS

2	Jersey City / Journal Square / Secaucus
84	North Bergen / Jersey City / Secaucus
88	North Bergen / Jersey City / Secaucus

Hudson County Local Bus Service

Routes 2, 84, 88

Initial Contract: June 26, 2022 through June 21, 2025

First Option: June 22, 2025 through June 19, 2027

Second Option: June 20, 2027 through June 23, 2029

Service Schedule Effective as of : April 2, 2022

Option # 2

Month	Wkldy	Sat	Sun	Hol A	Hol B	Hol C	Hol D	Weekday	Saturday	Sunday	Hol A	Hol B	Hol C	Hol D	Total Weekday	Total Saturday	Total Sunday	Total Hol A	Total Hol B	Total Hol C	Total Hol D	Total Hours
June 20-30, 2027	8	1	2	0	0	0	0	328.07	210.99	133.58	133.58	228.04	192.10	210.99	2,624.56	210.99	267.16	0.00	0.00	0.00	0.00	3,102.71
Total:	8	1	2	0	0	0	0							2,624.56	210.99	267.16	0.00	0.00	0.00	0.00	3,102.71	

2nd Option Running Total:	11														2,624.56	210.99	267.16	0.00	0.00	0.00	0.00	3,102.71
Contract Running Total:	1,831														417,633.11	54,857.40	34,062.90	4,007.40	1,140.20	960.50	632.97	513,294.48

Month	Wkldy	Sat	Sun	Hol A	Hol B	Hol C	Hol D	Weekday	Saturday	Sunday	Hol A	Hol B	Hol C	Hol D	Total Weekday	Total Saturday	Total Sunday	Total Hol A	Total Hol B	Total Hol C	Total Hol D	Total Hours
July, 2027	21	5	3	1	0	0	1	328.07	210.99	133.58	133.58	228.04	192.10	210.99	6,889.47	1,054.95	400.74	133.58	0.00	0.00	210.99	8,689.73
August, 2027	22	4	5	0	0	0	0	328.07	210.99	133.58	133.58	228.04	192.10	210.99	7,217.54	843.96	667.90	0.00	0.00	0.00	0.00	8,729.40
September, 2027	21	4	4	1	0	0	0	328.07	210.99	133.58	133.58	228.04	192.10	210.99	6,889.47	843.96	534.32	133.58	0.00	0.00	0.00	8,401.33
October, 2027	21	5	5	0	0	0	0	328.07	210.99	133.58	133.58	228.04	192.10	210.99	6,889.47	1,054.95	667.90	0.00	0.00	0.00	0.00	8,612.32
November, 2027	21	4	4	1	0	0	0	328.07	210.99	133.58	133.58	228.04	192.10	210.99	6,889.47	843.96	534.32	133.58	0.00	0.00	0.00	8,401.33
December, 2027	21	3	4	1	0	0	2	328.07	210.99	133.58	133.58	228.04	192.10	210.99	6,889.47	632.97	534.32	133.58	0.00	0.00	421.98	8,612.32
Januarv, 2028	21	4	5	0	0	0	1	328.07	210.99	133.58	133.58	228.04	192.10	210.99	6,889.47	843.96	667.90	0.00	0.00	0.00	210.99	8,612.32
February, 2028	20	4	4	0	1	0	0	328.07	210.99	133.58	133.58	228.04	192.10	210.99	6,561.40	843.96	534.32	0.00	228.04	0.00	0.00	8,167.72
March, 2028	23	4	4	0	0	0	0	328.07	210.99	133.58	133.58	228.04	192.10	210.99	7,545.61	843.96	534.32	0.00	0.00	0.00	0.00	8,923.89
April, 2028	20	5	4	1	0	0	0	328.07	210.99	133.58	133.58	228.04	192.10	210.99	6,561.40	1,054.95	534.32	133.58	0.00	0.00	0.00	8,284.25
May, 2028	22	4	4	1	0	0	0	328.07	210.99	133.58	133.58	228.04	192.10	210.99	7,217.54	843.96	534.32	133.58	0.00	0.00	0.00	8,729.40
June, 2028	22	4	4	0	0	0	0	328.07	210.99	133.58	133.58	228.04	192.10	210.99	7,217.54	843.96	534.32	0.00	0.00	0.00	0.00	8,595.82
Total:	255	50	50	6	1	0	4								83,657.85	10,549.50	6,679.00	801.48	228.04	0.00	843.96	102,759.83

2nd Option Running Total:	377														86,282.41	10,760.49	6,946.16	801.48	228.04	0.00	843.96	105,862.54
Contract Running Total:	2,197														501,290.96	65,406.90	40,741.90	4,808.88	1,368.24	960.50	1,476.93	616,054.31

Month	Wkldy	Sat	Sun	Hol A	Hol B	Hol C	Hol D	Weekday	Saturday	Sunday	Hol A	Hol B	Hol C	Hol D	Total Weekday	Total Saturday	Total Sunday	Total Hol A	Total Hol B	Total Hol C	Total Hol D	Total Hours
July, 2028	20	5	5	0	0	1	0	328.07	210.99	133.58	133.58	228.04	192.10	210.99	6,561.40	1,054.95	667.90	0.00	0.00	192.10	0.00	8,476.35
August, 2028	23	4	4	0	0	0	0	328.07	210.99	133.58	133.58	228.04	192.10	210.99	7,545.61	843.96	534.32	0.00	0.00	0.00	0.00	8,923.89
September, 2028	20	5	4	1	0	0	0	328.07	210.99	133.58	133.58	228.04	192.10	210.99	6,561.40	1,054.95	534.32	133.58	0.00	0.00	0.00	8,284.25
October, 2028	22	4	5	0	0	0	0	328.07	210.99	133.58	133.58	228.04	192.10	210.99	7,217.54	843.96	667.90	0.00	0.00	0.00	0.00	8,729.40
November, 2028	21	4	4	1	0	0	0	328.07	210.99	133.58	133.58	228.04	192.10	210.99	6,889.47	843.96	534.32	133.58	0.00	0.00	0.00	8,401.33
December, 2028	20	5	5	1	0	0	0	328.07	210.99	133.58	133.58	228.04	192.10	210.99	6,561.40	1,054.95	667.90	133.58	0.00	0.00	0.00	8,417.83
January, 2029	22	4	4	1	0	0	0	328.07	210.99	133.58	133.58	228.04	192.10	210.99	7,217.54	843.96	534.32	133.58	0.00	0.00	0.00	8,729.40
February, 2029	19	4	4	0	1	0	0	328.07	210.99	133.58	133.58	228.04	192.10	210.99	6,233.33	843.96	534.32	0.00	228.04	0.00	0.00	7,839.65
March, 2029	22	5	4	0	0	0	0	328.07	210.99	133.58	133.58	228.04	192.10	210.99	7,217.54	1,054.95	534.32	0.00	0.00	0.00	0.00	8,806.81
April, 2029	21	4	4	1	0	0	0	328.07	210.99	133.58	133.58	228.04	192.10	210.99	6,889.47	843.96	534.32	133.58	0.00	0.00	0.00	8,401.33
May, 2029	22	4	4	1	0	0	0	328.07	210.99	133.58	133.58	228.04	192.10	210.99	7,217.54	843.96	534.32	133.58	0.00	0.00	0.00	8,729.40
June 1-23, 2029	16	4	3	0	0	0	0	328.07	210.99	133.58	133.58	228.04	192.10	210.99	5,249.12	843.96	400.74	0.00	0.00	0.00	0.00	6,493.82
Total:	248	52	50	6	1	1	0								81,361.36	10,971.48	6,679.00	801.48	228.04	192.10	0.00	100,233.46

2nd Option Running Total:	358														167,643.77	21,731.97	13,625.16	1,602.96	456.08	192.10	843.96	206,096.00
Contract Running Total:	2,555														582,652.32	76,378.38	47,420.90	5,610.36	1,596.28	1,152.60	1,476.93	716,287.77

Hudson County Local Bus Service

Routes 2, 84, 88

Initial Contract: June 26, 2022 through June 21, 2025

First Option: June 22, 2025 through June 19, 2027

Second Option: June 20, 2027 through June 23, 2029

Service Schedule Effective as of : April 2, 2022

Contract Miles

Table with columns: Month, Wkdy, Sat, Sun, Hol A, Hol B, Hol C, Hol D, Weekday, Saturday, Sunday, Total Weekday, Total Saturday, Total Sunday, Total Hol A, Total Hol B, Total Hol C, Total Hol D, Total Miles. Includes rows for 2022 and 2023, and a final 'Initial Contract Total' row.

Hudson County Local Bus Service

Routes 2, 84, 88

Initial Contract: June 26, 2022 through June 21, 2025

First Option: June 22, 2025 through June 19, 2027

Second Option: June 20, 2027 through June 23, 2029

Service Schedule Effective as of : April 2, 2022

Option # 1

Month	Wkldy	Sat	Sun	Hol A	Hol B	Hol C	Hol D	Weekday	Saturday	Sunday	Hol A	Hol B	Hol C	Hol D	Total Weekday	Total Saturday	Total Sunday	Total Hol A	Total Hol B	Total Hol C	Total Hol D	Total Miles
June 22-30, 2025	6	1	2	0	0	0	0	2,431.74	1,570.30	1,019.18	1,019.18	1,653.18	1,348.17	1,570.30	14,590.44	1,570.30	2,038.36	0.00	0.00	0.00	0.00	18,199.10
Total:	6	1	2	0	0	0	0							14,590.44	1,570.30	2,038.36	0.00	0.00	0.00	0.00	0.00	18,199.10
9																						
1st Option Running Total:												14,590.44	1,570.30	2,038.36	0.00	0.00	0.00	0.00	0.00	0.00	0.00	18,199.10
Contract Running Total:	1,101												1,860,281.10	246,537.10	155,934.54	18,345.24	4,959.54	4,044.51	3,140.60	2,293,242.63		
365																						
1st Option Running Total:												632,252.40	83,225.90	54,016.54	6,115.08	1,653.18	1,348.17	0.00	778,611.27			
Contract Running Total:	1,466												2,477,943.06	328,192.70	207,912.72	24,460.32	6,612.72	5,392.68	3,140.60	3,053,654.80		
365																						
1st Option Running Total:												632,252.40	83,225.90	54,016.54	6,115.08	1,653.18	1,348.17	0.00	778,611.27			
Contract Running Total:	1,466												2,477,943.06	328,192.70	207,912.72	24,460.32	6,612.72	5,392.68	3,140.60	3,053,654.80		
354																						
1st Option Running Total:												1,230,460.44	161,740.90	103,956.36	12,230.16	3,306.36	2,696.34	1,570.30	1,515,960.86			
Contract Running Total:	1,820												3,076,151.10	406,707.70	257,852.54	30,575.40	8,265.90	6,740.85	4,710.90	3,791,004.39		

Hudson County Local Bus Service

Routes 2, 84, 88

Initial Contract: June 26, 2022 through June 21, 2025

First Option: June 22, 2025 through June 19, 2027

Second Option: June 20, 2027 through June 23, 2029

Service Schedule Effective as of : April 2, 2022

Contract Summary

Statistics by Period

<u>Initial Contract Period</u>		<u>Miles</u>	<u>Rate</u>	<u>Miles Cost</u>	<u>Hours</u>	<u>Rate</u>	<u>Hours Cost</u>	<u>Daily Rate</u>	<u>Fixed Cost</u>	<u>Total Cost</u>
June 26, 2022	FY 2022	10,746.14	\$5.53	\$59,426.15	1,445.86	\$84.12	\$121,625.74	\$27,047.04	\$135,235.20	\$316,287.09
through	FY 2023	761,514.41	\$3.72	\$2,832,833.61	102,490.28	\$54.53	\$5,588,794.97	\$10,979.36	\$4,007,466.40	\$12,429,094.98
June 21, 2025	FY 2024	760,569.91	\$3.82	\$2,905,377.06	102,351.96	\$55.52	\$5,682,580.82	\$11,255.18	\$4,119,395.88	\$12,707,353.76
	FY 2025	742,213.07	\$3.67	\$2,723,921.97	99,888.89	\$58.73	\$5,866,474.51	\$9,606.54	\$3,419,928.24	\$12,010,324.72
Initial Contract Total:		2,275,043.53		\$8,521,558.79	306,176.99		\$17,259,476.04		\$11,682,025.72	\$37,463,060.55

First Option Period

June 22, 2025	FY 2025	18,199.10	\$5.54	\$100,823.01	2,446.57	\$104.38	\$255,372.98	\$28,187.96	\$253,691.64	\$609,887.63
through	FY 2026	760,412.17	\$2.75	\$2,091,133.47	102,335.46	\$59.93	\$6,132,964.12	\$9,608.68	\$3,507,168.20	\$11,731,265.79
June 19, 2027	FY 2027	737,349.59	\$2.75	\$2,027,711.37	99,232.75	\$60.72	\$6,025,412.58	\$9,490.68	\$3,359,700.72	\$11,412,824.67
First Option Total:		1,515,960.86		\$4,219,667.85	204,014.78		\$12,413,749.68		\$7,120,560.56	\$23,753,978.09

Contract Sub Total: 3,791,004.39

510,191.77

Second Option Period

June 20, 2027	FY 2027	23,062.58	\$3.27	\$75,414.64	3,102.71	\$69.80	\$216,569.16	\$15,729.74	\$173,027.14	\$465,010.94
through	FY 2028	763,617.16	\$2.89	\$2,206,853.59	102,759.83	\$65.04	\$6,683,499.34	\$10,298.70	\$3,769,324.20	\$12,659,677.13
June 23, 2029	FY 2029	744,802.55	\$2.89	\$2,152,479.37	100,233.46	\$65.32	\$6,547,249.61	\$10,105.67	\$3,617,829.86	\$12,317,558.84
Second Option Total:		1,531,482.29		\$4,434,747.60	206,096.00		\$13,447,318.11		\$7,560,181.20	\$25,442,246.91

Contract Total: 5,322,486.68

\$17,175,974.24

716,287.77

\$43,120,543.83

\$26,362,767.48

\$86,659,285.55

Statistics by Fiscal Year

	<u>Miles</u>	<u>Miles Cost</u>	<u>Hours</u>	<u>Hours Cost</u>	<u>Fixed Cost</u>	<u>Total Cost</u>
FY 2022	10,746.14	\$59,426.15	1,445.86	\$121,625.74	\$135,235.20	\$316,287.09
FY 2023	761,514.41	\$2,832,833.61	102,490.28	\$5,588,794.97	\$4,007,466.40	\$12,429,094.98
FY 2024	760,569.91	\$2,905,377.06	102,351.96	\$5,682,580.82	\$4,119,395.88	\$12,707,353.76
FY 2025	760,412.17	\$2,824,744.98	102,335.46	\$6,121,847.49	\$3,673,619.88	\$12,620,212.35
FY 2026	760,412.17	\$2,091,133.47	102,335.46	\$6,132,964.12	\$3,507,168.20	\$11,731,265.79
FY 2027	760,412.17	\$2,103,126.01	102,335.46	\$6,241,981.74	\$3,532,727.86	\$11,877,835.61
FY 2028	763,617.16	\$2,206,853.59	102,759.83	\$6,683,499.34	\$3,769,324.20	\$12,659,677.13
FY 2029	744,802.55	\$2,152,479.37	100,233.46	\$6,547,249.61	\$3,617,829.86	\$12,317,558.84
Totals:	5,322,486.68	\$17,175,974.24	716,287.77	\$43,120,543.83	\$26,362,767.48	\$86,659,285.55

**HUDSON COUNTY LOCAL BUS SERVICE
CONTRACT HOURS AND MILES STATISTICS
All services effective as of April 2, 2022**

LINE #	# OF TRIPS							WD TOTAL	CONTRACT MILES												
	WD	SAT	SUN	HOL A	HOL B	HOL C	HOL D		PER	SAT	PER	SUN	PER	HOL A	PER	HOL B	PER	HOL C	PER	HOL D	PER
	TRIP	TOTAL	TRIP	TOTAL	TRIP	TOTAL	TRIP		TOTAL	TRIP	TOTAL	TRIP	TOTAL	TRIP	TOTAL	TRIP	TOTAL	TRIP	TOTAL	TRIP	TOTAL
2	88	45	26	26	45	26	45	861.93	9.79	452.08	10.05	265.56	10.21	265.56	0.00	452.08	0.00	265.56	0.00	452.08	0.00
84	112	102	57	57	112	102	102	837.41	7.48	754.53	7.40	425.54	7.47	425.54	0.00	837.41	0.00	754.53	0.00	754.53	0.00
88	103	51	46	46	51	46	51	732.40	7.11	363.69	7.13	328.08	7.13	328.08	0.00	363.69	0.00	328.08	0.00	328.08	0.00
TOTAL	303	198	129	129	208	174	198	2,431.74		1,570.30		1,019.18		1,019.18		1,653.18		1,348.17		1,570.30	

LINE #	# OF TRIPS							WD TOTAL	CONTRACT HOURS												
	WD	SAT	SUN	HOL A	HOL B	HOL C	HOL D		PER	SAT	PER	SUN	PER	HOL A	PER	HOL B	PER	HOL C	PER	HOL D	PER
	TRIP	TOTAL	TRIP	TOTAL	TRIP	TOTAL	TRIP		TOTAL	TRIP	TOTAL	TRIP	TOTAL	TRIP	TOTAL	TRIP	TOTAL	TRIP	TOTAL	TRIP	TOTAL
2	88	45	26	26	45	26	45	85.03	0.97	38.40	0.85	25.03	0.96	25.03	0.00	38.40	0.00	25.03	0.00	38.40	0.00
84	112	102	57	57	112	102	102	141.36	1.26	124.31	1.22	65.79	1.15	65.79	0.00	141.36	0.00	124.31	0.00	124.31	0.00
88	103	51	46	46	51	46	51	101.68	0.99	48.28	0.95	42.76	0.93	42.76	0.00	48.28	0.00	42.76	0.00	42.76	0.00
TOTAL	303	198	129	129	208	174	198	328.07		210.99		133.58		133.58		228.04		192.10		210.99	

Holiday Service Guide
Hudson County Local Bus Service
For Contract Period June 26, 2022 through June 23, 2029

<u>CY 2022 Holidays</u>	<u>Day</u>	<u>Date</u>	<u>Service Operated</u>
President's Day	Monday	02/21/22	Holiday B
Easter	Sunday	04/17/22	Holiday A
Memorial Day	Monday	05/30/22	Holiday A
Independence Day	Monday	07/04/22	Holiday C
Labor Day	Monday	09/05/22	Holiday A
Thanksgiving Day	Thursday	11/24/22	Holiday A
Christmas Day	Sunday	12/25/22	Holiday A
Christmas Day Observed	Monday	12/26/22	Holiday D

<u>CY 2023 Holidays</u>	<u>Day</u>	<u>Date</u>	<u>Service Operated</u>
New Year's Day	Sunday	01/01/23	Holiday A
New Year's Day Observed	Monday	01/02/23	Holiday D
Martin Luther King Day	Monday	01/16/23	Weekday
President's Day	Monday	02/20/23	Holiday B
Easter	Sunday	04/09/23	Holiday A
Memorial Day	Monday	05/29/23	Holiday A
Independence Day	Tuesday	07/04/23	Holiday C
Labor Day	Monday	09/04/23	Holiday A
Thanksgiving Day	Thursday	11/23/23	Holiday A
Christmas Day	Monday	12/25/23	Holiday A

<u>CY 2024 Holidays</u>	<u>Day</u>	<u>Date</u>	<u>Service Operated</u>
New Year's Day	Monday	01/01/24	Holiday A
Martin Luther King Day	Monday	01/15/24	Weekday
President's Day	Monday	02/19/24	Holiday B
Easter	Sunday	03/31/24	Holiday A
Memorial Day	Monday	05/27/24	Holiday A
Independence Day	Thursday	07/04/24	Holiday C
Labor Day	Monday	09/02/24	Holiday A
Thanksgiving Day	Thursday	11/28/24	Holiday A
Christmas Day	Wednesday	12/25/24	Holiday A

<u>CY 2025 Holidays</u>	<u>Day</u>	<u>Date</u>	<u>Service Operated</u>
New Year's Day	Wednesday	01/01/25	Holiday A
Martin Luther King Day	Monday	01/20/25	Weekday
President's Day	Monday	02/17/25	Holiday B
Easter	Sunday	04/20/25	Holiday A
Memorial Day	Monday	05/26/25	Holiday A
Independence Day	Friday	07/04/25	Holiday C
Labor Day	Monday	09/01/25	Holiday A
Thanksgiving Day	Thursday	11/27/25	Holiday A
Christmas Day	Thursday	12/25/25	Holiday A

<u>CY 2026 Holidays</u>	<u>Day</u>	<u>Date</u>	<u>Service Operated</u>
New Year's Day	Thursday	01/01/26	Holiday A
Martin Luther King Day	Monday	01/19/26	Weekday
President's Day	Monday	02/16/26	Holiday B
Easter	Sunday	04/05/26	Holiday A
Memorial Day	Monday	05/25/26	Holiday A
Independence Day Observed	Friday	07/03/26	Holiday D
Independence Day	Saturday	07/04/26	Holiday C
Labor Day	Monday	09/07/26	Holiday A
Thanksgiving Day	Thursday	11/26/26	Holiday A
Christmas Day	Friday	12/25/26	Holiday A

<u>CY 2027 Holidays</u>	<u>Day</u>	<u>Date</u>	<u>Service Operated</u>
New Year's Day	Friday	01/01/27	Holiday A
Martin Luther King Day	Monday	01/18/27	Weekday
President's Day	Monday	02/15/27	Holiday B
Easter	Sunday	03/28/27	Holiday A
Memorial Day	Monday	05/31/27	Holiday A
Independence Day	Sunday	07/04/27	Holiday A
Independence Day Observed	Monday	07/05/27	Holiday D
Labor Day	Monday	09/06/27	Holiday A
Thanksgiving Day	Thursday	11/25/27	Holiday A
Christmas Day Observed	Friday	12/24/27	Holiday D
Christmas Day	Saturday	12/25/27	Holiday A
New Year's Day Observed	Friday	12/31/27	Holiday D

<u>CY 2028 Holidays</u>	<u>Day</u>	<u>Date</u>	<u>Service Operated</u>
New Year's Day	Saturday	01/01/28	Holiday D
Martin Luther King Day	Monday	01/17/28	Weekday
President's Day	Monday	02/21/28	Holiday B
Easter	Sunday	04/16/28	Holiday A
Memorial Day	Monday	05/29/28	Holiday A
Independence Day	Tuesday	07/04/28	Holiday C
Labor Day	Monday	09/04/28	Holiday A
Thanksgiving Day	Thursday	11/23/28	Holiday A
Christmas Day	Monday	12/25/28	Holiday A

<u>CY 2029 Holidays</u>	<u>Day</u>	<u>Date</u>	<u>Service Operated</u>
New Year's Day	Monday	01/01/29	Holiday A
Martin Luther King Day	Monday	01/15/29	Weekday
President's Day	Monday	02/19/29	Holiday B
Easter	Sunday	04/01/29	Holiday A
Memorial Day	Monday	05/28/29	Holiday A

HUDSON COUNTY LOCAL BUS SERVICE

Holiday Service Guide

HOLIDAY		2 Jersey City Journal Square Secaucus	84 North Bergen Jersey City Secaucus	88 North Bergen Jersey City Secaucus
New Year's Day *	A	Sunday	Sunday	Sunday
New Year's Day Observed **	D	Saturday	Saturday	Saturday
Martin Luther King, Jr. Day		Weekday	Weekday	Weekday
Lincoln's Birthday *		Weekday	Weekday	Weekday
President's Day	B	Saturday	Weekday	Saturday
Good Friday		Weekday	Weekday	Weekday
Easter	A	Sunday	Sunday	Sunday
Memorial Day	A	Sunday	Sunday	Sunday
Independence Day	C	Sunday	Saturday	Sunday
Independence Day Observed **	D	Saturday	Saturday	Saturday
Labor Day	A	Sunday	Sunday	Sunday
Columbus Day		Weekday	Weekday	Weekday
Election Day		Weekday	Weekday	Weekday
Veterans Day *		Weekday	Weekday	Weekday
Thanksgiving Day	A	Sunday	Sunday	Sunday
Friday after Thanksgiving		Weekday	Weekday	Weekday
Christmas Eve ***		Weekday	Weekday	Weekday
Christmas Day	A	Sunday	Sunday	Sunday
Christmas Day Observed **	D	Saturday	Saturday	Saturday
New Year's Eve ***		Weekday	Weekday	Weekday

* When this holiday falls on a Saturday, a Saturday schedule is operated.

* When this holiday falls on a Sunday, a Sunday schedule is operated.

** When Independence Day, Christmas Day & New Year's Day fall on a Saturday, a Saturday schedule is operated on the Friday before.

** When Independence Day, Christmas Day & New Year's Day fall on a Sunday, a Saturday schedule is operated on the Monday after.

*** When this holiday falls on a Friday, a Saturday schedule is operated.

*** When this holiday falls on a Saturday, a Saturday schedule is operated.

*** When this holiday falls on a Sunday, a Sunday schedule is operated.

	<u>2</u>	<u>84</u>	<u>88</u>
Holiday "A" Schedule	Sunday	Sunday	Sunday
Holiday "B" Schedule	Saturday	Weekday	Saturday
Holiday "C" Schedule	Sunday	Saturday	Sunday
Holiday "D" Schedule	Saturday	Saturday	Saturday

Updated: April 3, 2021

**NEW JERSEY TRANSIT
CONTRACT NO. 21-048**

HUDSON COUNTY LOCAL BUS SERVICE

EXHIBIT D

CUSTOMER SERVICE GUIDELINES

HUDSON COUNTY LOCAL BUS SERVICE

2	Jersey City / Journal Square / Secaucus
84	North Bergen / Jersey City / Secaucus
88	North Bergen / Jersey City / Secaucus

EXHIBIT D

CUSTOMER SERVICE GUIDELINES

- Carrier will provide schedule, route, and tariff information to all incoming callers during hours of operation.
- Carrier will mail schedules upon written or verbal request.
- Carrier will display schedules on all buses.
- Carrier will report detours or route changes immediately to NJ TRANSIT's Information Center between the hours of 6:00 AM and 12:00 midnight, daily.
- Carrier must ensure wheelchair lift and all ADA related devices are in proper working order.
- Carrier will ensure drivers properly log-in to the on-board vehicle service information system to provide customers with automated ADA compliant stop announcements.
- Carrier will establish lost and found number and maintain active records.
- Carrier will record complaints (by category), comments, and commendations and forward copies to Customer Service Department for review.
- Carrier will investigate and resolve customer concerns within five (5) business days.
- Carrier will respond directly to all incoming correspondence within seven (7) to ten (10) business days and forward copy to Customer Service Department.
- Carrier receiving customer complaints from NJ TRANSIT's Customer Service Department will investigate and respond within five (5) business days.
- Carrier will participate in Customer Service Forums as requested by the Customer Service Department.

**NEW JERSEY TRANSIT
CONTRACT NO. 21-048**

HUDSON COUNTY LOCAL BUS SERVICE

EXHIBIT E

NJ TRANSIT OWNED REVENUE VEHICLES

2	Jersey City / Journal Square / Secaucus
84	North Bergen / Jersey City / Secaucus
88	North Bergen / Jersey City / Secaucus

**NEW JERSEY TRANSIT
CONTRACT NO. 21-048**

**HUDSON COUNTY LOCAL BUS SERVICE
EXHIBIT E
NJ TRANSIT OWNED REVENUE VEHICLES**

Vehicle No	Plate	Year	Vin #	Class
5638	OYB2007	2010	1N9416037AA140280	NABI 416.03
6007	OYA3738	2012	1N9416055CA140007	NABI 416.05
6008	OYA3739	2012	1N9416057CA140008	NABI 416.05
6009	OYA3740	2012	1N9416059CA140009	NABI 416.05
6010	OYA3741	2012	1N9416055CA140010	NABI 416.05
6011	OYA3742	2012	1N9416057CA140011	NABI 416.05
6012	OYA4305	2012	1N9416059CA140012	NABI 416.05
6013	OYA3743	2012	1N9416050CA140013	NABI 416.05
6014	OYA4306	2012	1N9416052CA140014	NABI 416.05
6015	OYA4307	2012	1N9416054CA140015	NABI 416.05
6016	OYA4308	2012	1N9416056CA140016	NABI 416.05
6017	OYA4309	2012	1N9416058CA140017	NABI 416.05
6018	OYA4310	2012	1N941605XCA140018	NABI 416.05
6019	OYA4319	2012	1N9416051CA140019	NABI 416.05
6020	OYA4311	2012	1N9416058CA140020	NABI 416.05
6021	OYA4312	2012	1N941605XCA140021	NABI 416.05
6022	OYA4313	2012	1N9416051CA140022	NABI 416.05
6023	OYA4318	2012	1N9416053CA140023	NABI 416.05
6024	OYA4317	2012	1N9416055CA140024	NABI 416.05
6025	OYA4316	2012	1N9416057CA140025	NABI 416.05
6026	OYA4315	2012	1N9416059CA140026	NABI 416.05
6027	OYA4314	2012	1N9416050CA140027	NABI 416.05
6028	OYA4336	2012	1N9416052CA140028	NABI 416.05
6029	OYA4337	2012	1N9416054CA140029	NABI 416.05
6030	OYA4338	2012	1N9416050CA140030	NABI 416.05
6031	OYA4339	2012	1N9416052CA140031	NABI 416.05
6032	OYA4340	2012	1N9416054CA140032	NABI 416.05
6033	OYA4341	2012	1N9416056CA140033	NABI 416.05
6034	OYA4320	2012	1N9416058CA140034	NABI 416.05
6035	OYA4321	2012	1N941605XCA140035	NABI 416.05
6036	OYA4322	2012	1N9416051CA140036	NABI 416.05
6037	OYA4348	2012	1N9416053CA140037	NABI 416.05
6038	OYA4349	2012	1N9416055CA140038	NABI 416.05
6039	OYA4350	2012	1N9416057CA140039	NABI 416.05
6040	OYA4363	2012	1N9416053CA140040	NABI 416.05

Total: 35 Buses

**NEW JERSEY TRANSIT
CONTRACT NO. 21-048**

HUDSON COUNTY LOCAL BUS SERVICE

EXHIBIT F

TARIFF TABLES / FARES

HUDSON COUNTY LOCAL BUS SERVICE

2	Jersey City / Journal Square / Secaucus
84	North Bergen / Jersey City / Secaucus
88	North Bergen / Jersey City / Secaucus

NEW JERSEY TRANSIT

Bus Operations Inc.

PASSENGER TARIFF

**INCLUDING FARE RATES, RULES AND REGULATIONS
FOR THE TRANSPORTATION OF PASSENGERS
WITHIN THE STATE OF NEW JERSEY AND
BETWEEN POINTS IN THE STATES OF
NEW JERSEY, NEW YORK, AND PENNSYLVANIA**

INTERSTATE AND INTRASTATE FARE RATES

Effective October 1, 2015

**One Penn Plaza East
Newark, New Jersey 07105**

October 1, 2015

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October 1, 2015

I. Application of Fare Rates

Fare Rates herein published

- A. are stated in dollars and cents and are payable in lawful currency of the United States of America
- B. apply only for the transportation of persons
- C. are full one way fare rates, unless otherwise indicated
- D. are governed by rules and regulations herein published and may not be changed except by a revision of this tariff.

II. Senior Citizen and Passengers with Disabilities Fare Rates

- A. **General:** The legislature of New Jersey has provided for the transportation of senior citizens and passengers with disabilities on regular route transportation services at no more than one half of the regular route one-way adult fare rates for the same trips, subject to certain limitations.
- B. Senior Citizens are defined as any individual, regardless of residence, 62 years of age or over. Reduced fares are available for Senior Citizens age 62 and over at all times without restriction upon presentation of either a valid NJ TRANSIT Reduced Fare I.D. authorizing unrestricted use, or a Medicare Card issued by either the U.S. Social Security Administration or the Railroad Retirement Board. As per TB04-73, dated December 2004, bus operators may use their discretion in asking passengers to display ID. Other acceptable forms of ID are listed in TB04-73.
- C. Passengers with Disabilities are defined as any individual, regardless of residence, who by reason of illness, injury, congenital malfunction or other permanent or temporary incapacity or disability is unable, without special facilities or special planning or design to utilize mass transportation facilities and services as effectively as persons who are not so afflicted. Reduced Fares are available for passengers with disabilities at all times without restriction upon presentation of either a valid NJ TRANSIT Reduced Fare card authorizing unrestricted use, or a Medicare Card issued by either the U.S. Social Security Administration or the Railroad Retirement Board.
- D. To obtain a Reduced Fare I.D. or Reduced Fare Card: Senior Citizens may obtain applications for an NJ TRANSIT Reduced Fare Card or Reduced Fare I.D. at many banks, Savings & Loans, or any County Office on Aging. Passengers with Disabilities may request an application by writing to Reduced Fare Program, One Penn Plaza East, Newark, NJ 07105. The application for a passenger with disabilities is to be completed by the applicant and a physician.

- E. Guide Transportation for the Disabled: When a passenger with a disability requires the services of a Guide to ride on regularly scheduled bus service, the accompanying guide will be allowed free transportation provided the passenger with a disability pays the appropriate fare and presents an NJ TRANSIT Reduced Fare I.D. displaying the word "Guide" on the face of the card. Application for a Guide Pass may be obtained by writing to Reduced Fare Program, One Penn Plaza East, Newark, NJ 07105.
- F. A service animal accompanying a passenger with a disability will be transported free of charge. No proof of service animal status is required. See Rule 17 Animals for definitions.

III. Child Fare Rates

- A. Up to three children age 4 and under may ride free when accompanied by a fare-paying passenger
- B. Children age 5 through 11 may pay a Child Fare.
- C. Family Fare Exception: On weekends and select State holidays, beginning 7:00 p.m. on Friday until 6:00 a.m. on Monday or the day following the State holiday, two children age 5 through 11 may ride free when accompanied by a fare-paying passenger. Additional children age 5 through 11 may pay a Child Fare.
- D. The Family Fare privilege is not available on some lines. Refer to the individual Line Rate Schedules for line-specific Family Fare restrictions.
- E. The Family Fare privilege is offered in addition to Rule 3, Paragraph A, above, allowing free transportation to three children Age 4 and under when accompanied by a fare-paying passenger.

IV. Monthly Bus Passes

The NJ TRANSIT Monthly Bus Pass is accepted for transportation for the period, beginning on the first day of the calendar month and expiring on the last day of the calendar month printed on the face of the pass, up to the number of zones printed on the face of the pass. A passenger wishing to ride beyond the printed zone value may do so upon paying the appropriate over-ride for each additional zone traveled on the bus. A passenger may not reuse a monthly bus pass to extend his trip by alighting and reboarding the same trip.

- A. The Intrastate Monthly Bus Pass is valid for rides within the State of New Jersey only, on any NJ TRANSIT operated or contracted bus line, and any

October 1, 2015

intrastate line operated by a private carrier participating in NJ TRANSIT's bus card acceptance program. It may not be used with any combination of additional fares for any interstate or intra-commuter bus trip, except that on the No. 120 Line only, a passenger presenting a 2 zone Intrastate Bus Pass may over-ride to New York City upon paying an additional \$1.90 at time of boarding. See charts on page 16 and 19 for Intrastate Monthly Bus Pass fare rates, over-ride rates, and zone availability.

- B. The Interstate Monthly Bus Pass is valid for rides between New Jersey and adjoining states. It is also accepted for intrastate or intra-commuter rides up to the number of zones printed on the face of the pass. See charts on pages 15 and 18 for Interstate Monthly Bus Pass fare rates, over-ride rates, and zone availability.
- C. The Intra-Commuter Monthly Bus Pass is valid for rides between points in zones 2-4 (Weehawken-Jersey City-Newark) and points in zones 9-18, along the Rt. 9 and Rt. 18 corridors. It is also accepted for intrastate rides up to the number of zones printed on the face of the pass. See for Intra-Commuter Monthly Pass fare rates, over-ride rates, and zone availability. Passengers riding to New York along the Rt. 9 and Rt. 18 corridors may utilize their intra-commuter pass as follows:
 - 1. Passengers that over-ride from Newark to New York shall be charges \$4.90.
 - 2. Passengers that over-ride from Jersey City to New York shall be charges \$3.60.
- D. NJ TRANSIT Monthly Bus Passes are not accepted on selected bus lines, or on select portions of specific bus lines, subject to specific circumstances. Refer to individual Line Rate Schedules for line-specific restrictions on Monthly Bus Pass use.

V. Rail Monthly and Weekly Passes

- A. Rail Monthly and Weekly Passes are printed with a Bus Interstate Zone equivalency on the face of the pass. This zone value entitles the bearer to ride any NJ TRANSIT Interstate, Intrastate, or IntraCommuter Bus service up to the number of zones printed on the face of the Rail Pass, at no extra fare.
- B. Passengers wishing to travel beyond the number of Bus Zones printed on the face of the Rail Pass may do so upon paying the standard over-ride (either Interstate, Intrastate, or IntraCommuter) for each additional zone traveled.

- C. NJ TRANSIT Rail Monthly Passes are accepted for transportation for the period, beginning on the first day of the calendar month and expiring on the last day of the calendar month printed on the face of the pass.
- D. NJ TRANSIT Rail Weekly Passes are accepted for transportation for the calendar week for which they were sold, beginning on Saturday at 12 AM through the following Saturday at 6 AM.

VI. Joint Monthly Passes

- A. Joint Intrastate Bus/NY Waterways Ferry Monthly Pass: Passengers may purchase a joint monthly pass valid for intrastate transportation on NJ TRANSIT's Nos 156, 158, 159, or 188 lines up to the number of zones printed on the face of the pass, and for transportation on the New York Waterways Ferry identified on the face of the pass.
- B. Passengers presenting a NJ TRANSIT Hudson-Bergen Light Rail (HBLR) Monthly Pass shall be accepted for transportation for one intrastate zone on any NJ TRANSIT operated or contracted bus line, or any intrastate line operated by a private carrier participating in NJ TRANSIT's bus card acceptance program, at no additional fare. Passengers wishing to travel beyond the printed zone value may do so upon paying the appropriate intrastate over-ride for each additional zone.
- C. Joint monthly passes are subject to all other rules applying to standard monthly passes as printed in Rule 4 Monthly Bus Passes above.

VII. Tickets

NJ TRANSIT Bus Tickets are valid for transportation up to the number of zones printed on the face of the ticket, for the type of service (intrastate, interstate, etc.) printed on the ticket. Passengers wishing to ride beyond the printed zone value may do so upon paying the appropriate over-ride for each additional zone traveled on the bus, except that no over-rides are permitted on RTX tickets.

- A. One Way (OW) tickets are available in Adult, Senior Citizen/Passenger with Disability, and Child fare rates and are valid from date of sale until used
- B. Discounted Ten-trip (10T) commutation ticket packages (ten individual tickets) are available in Adult fare rates only and are valid for twenty days from and including date of sale.
- C. Round trip adult (RT) and round trip child (RTC) ticket packages (two individual tickets), with or without discount, are valid from date of sale

until used. No Round Trip discounts are available for Senior Citizens/Passengers with Disabilities;

- D. Round Trip Excursion (RTX) ticket packages (two individual tickets) are available in Adult fare rates only, are restricted to use on the 319 and 551 lines for transportation to Atlantic City only, and are valid for ten days from and including date of sale.
- E. Refer to fare charts for ticket types, fare rates, over-ride rates, and zone availability.

VIII. Continuing Trip Tickets

A limited NJ TRANSIT Continuing Trip (CT) privilege allows passengers to interchange between specified connecting bus lines, at specified points, by paying the entire fare of the linked trip at time of boarding the first vehicle. No additional fare is required at time of boarding the second vehicle. CT tickets may be obtained at time of boarding the first vehicle only, by passengers paying cash or presenting valid One-Way or Ten-Trip tickets only. CT tickets expire two hours from time of sale. Passengers presenting CT tickets on eligible lines at appropriate locations will be transported up to the zone designation printed on the CT ticket. Passengers wishing to travel beyond the printed zone designation may do so upon paying the appropriate over-ride for each additional zone. Refer to individual Line Rate Schedules for Continuing Trip privilege availability and restrictions.

IX. Transfer Privileges (Intrastate Only)

- A. Passengers requiring two buses to reach their final intrastate destination may purchase a Transfer, upon boarding the first vehicle, for **\$.75** in Northern Division and **\$.70** in Southern Division. Passengers traveling more than one zone on the second bus must pay an over-ride equal to the difference between the full cash fare to their destination and **\$1.60**.
- B. Transfers may only be purchased in combination with cash fares, One Way or Continuing Trip tickets. Passengers presenting a 10-Trip or Round Trip ticket are not entitled to purchase a transfer. Transfers expire two hours from time of sale. Pre-printed Adult, Senior Disabled, and Child's fare "Ticket with Transfer" are available at select locations; a passenger presenting a valid "ticket with transfer" at time of boarding the first bus shall be issued a transfer at no additional fare.
- C. Transfers are available for eligible Senior Citizens/Passengers with Disabilities (see Rule 2), for **\$.35** in Northern Division and **\$.30** in Southern Division. Senior Citizens/Passengers with Disabilities traveling

more than one zone on the second bus must pay an over-ride equal to the difference between the Senior/Disabled cash fare to their destination and **\$.75**.

- D. Transfers are available for eligible Children age 5-11 (see Rule 3), for **\$.35** in Northern Division and **\$.30** in Southern Division. Eligible children traveling more than one zone on the second bus must pay an over-ride equal to the difference between the Child's cash fare to their destination and **\$.75**.
- E. For Student Transfer privileges, refer to Rule 10 Student Tickets, Paragraph E, below.
- F. Transfers will not be issued or accepted for interstate or intra-commuter service. Transfer issuance and acceptance may also be restricted on select intrastate lines or select portions of select intrastate lines. Refer to individual Line Rate Schedules for line-specific restrictions on Transfer use.

X. Student Tickets (Intrastate Only)

- A. Student Tickets are valid, for intrastate transportation only. Student Ticket use is restricted to New Jersey students attending New Jersey public or parochial elementary schools, including high schools, licensed or approved by the State Board of Education.
- B. Student Tickets, in ten-ticket packages in the denominations indicated on the fare charts, are available for purchase at major terminals, at most NJ TRANSIT garage locations, and at many commissioned ticket agent locations. Student tickets will also be sold to Boards of Education and other appropriate school authorities upon application to the company.
- C. Student tickets may be purchased only upon presentation of NJ TRANSIT Student Identification Cards, properly completed by appropriate school authorities who qualify under the provisions of paragraph A above. Individual sales of student tickets will be limited to no more than six packages of ten tickets each.
- D. Students presenting student tickets for transportation must present a properly completed NJ TRANSIT Student Identification Card for examination by operators or other Company representatives upon request.
- E. Eligible Students presenting valid student tickets for transportation and requiring two buses to reach their final destination may purchase a

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Student Transfer, upon boarding the first vehicle, for **\$.45**. Eligible students presenting a valid "Student ticket with Transfer" at time of boarding the first bus shall be issued a Student Transfer at no additional fare. Students traveling more than one zone on the second bus shall pay the appropriate over-ride (**\$.80** in Northern Division, **\$.70** in Southern Division) for each additional zone traveled.

- F. Student tickets and student transfers are not valid for transportation in interstate or intra-commuter service, or for transportation on select intrastate bus lines, or select portions of select intrastate bus lines. Refer to individual Line Rate Schedules for line-specific restrictions on Student Ticket acceptance.

XI. Other Tickets

Courtesy Tickets, Promotional Transportation Tickets, and Joint Entertainment Package Tickets issued by NJ TRANSIT are valid for transportation as follows:

- A. Courtesy tickets are not printed with any zone or dollar value and are good until used, for any intrastate, interstate, or intra-commuter trip. Passengers presenting courtesy tickets and requesting either transfers or continuing trip tickets, where authorized, shall be issued one at no additional fare.
- B. Ozone Tickets are not printed with any zone or dollar value and are good between the dates listed on the back of the ticket, for any intrastate, interstate, or intra-commuter trip. Passengers presenting courtesy tickets and requesting either transfers or continuing trip tickets, where authorized, shall be issued one at no additional fare.
- C. Promotional Transportation tickets are distributed free of charge and may or may not be printed with any zone value or expiration date. If no zone value is printed on the ticket, the ticket shall be considered valid for any ride requested. Passengers presenting promotional transportation tickets and requesting either transfers or continuing trip tickets on bus lines where such privileges are authorized, shall be issued one at no additional fare.
- D. Joint Entertainment Package tickets are sold in conjunction with an entertainment event, printed with the name of the event and/or the event location (for example Radio City Music Hall or Madison Square Garden), and the event date. These tickets are not collected by the operator. These tickets are valid for multiple rides of any zone value on any NJ TRANSIT Bus for the day of the program printed on the face of the ticket until 3:00 am on the following day.

XII. Free or Reduced Fare Transportation

- A. Police Officers, in uniform, and firemen in uniform, are permitted to ride any NJ TRANSIT bus without fare.
- B. Letter carriers, with pouch, are permitted to ride any NJ TRANSIT bus within the cities of Trenton, Newark, and Hoboken only, without fare.
- C. Employees and Retirees of NJ TRANSIT presenting approved passes, and other bearers of NJ TRANSIT non-revenue passes, are permitted to ride NJ TRANSIT at no charge.
- D. Military Personnel and their Dependents may ride at the reduced fare (Senior Citizen) rate upon showing their military or Dependent ID cards.

XIII. Proof-of-Payment

The Newark City Subway operates as a Proof-of-Payment fare collection system. Pursuant to N.J.A.C 16:87, the use of light rail passenger service shall constitute an agreement by that person to pay the prescribed fare for the service. A person who has paid the prescribed fare and who has been issued proof of payment thereof shall retain that proof of payment while in a pre-paid fare area or on designated light rail passenger facilities or vehicles. In addition, single-use tickets must be properly validated in order to constitute proof of payment. Single-use tickets which have not been validated or which have time-expired do not constitute proof of payment.

- A. **Inspection of Fares**
Fare Enforcement Officers are employees of NJ TRANSIT, appointed pursuant to section 7 of NJSA 27:25-5.12, authorized to enforce the provisions of the act by requesting and inspecting proof of payment of the prescribed fare from persons using the light rail passenger service when proof of payment is required, and by issuing a complaint and summons to any person for a violation of the provisions of the act, regardless of whether this service is operated by the corporation or by a public or private entity under contract to NJ TRANSIT.
- B. **Violations**
It shall be a violation of the Act for any person to use or attempt to use light rail passenger service or enter into a pre-paid fare area and fail to exhibit proof of fare payment upon request. A violation of the Act shall be punishable by a civil penalty not exceeding \$100.00, in addition to court costs.

C. **Pre-paid Fare Areas**

Platform areas or portions of platform areas may be designated as pre-paid fare areas. Persons approaching an area so designated must possess proof of payment including proper validation of single-use tickets before entering the area. Failure to exhibit proper proof of fare payment shall constitute a violation of the act.

D. **Validation of Tickets**

Passengers utilizing any single-use ticket for light rail transportation must electronically time and date-stamp their ticket through insertion into an appropriately designated machine. Single-use tickets include any one-way full fare, one-way senior citizen/passenger with disabilities fare, one-way child fare, individual 10-trip coupon, and individual student fare coupon. Validated tickets may be exhibited for transportation up to the expiration time and date printed by the validating machine on the face of the ticket, 60 minutes from time of insertion. Monthly passes and bus-issued transfer or continuing trip ticket receipts do not require validation.

XIV. Refunds

- A. All refund requests must be sent to the Refund Dept., NJ TRANSIT, One Penn Plaza East, Newark, NJ 07105-2246.
- B. One-way, round trip, and round trip excursion tickets, will not be refunded.
- C. Wholly-unused 10-trip ticket packages will be refunded at the purchase price.
- D. Partially used 10-trip packages will have one full one-way fare, by type (Adult, Senior Citizen, Child, or other, as applicable), deducted from the purchase price for each ticket in the package that has been used.
- E. Monthly Bus Passes submitted before the start of the validity period (calendar month) will be refunded at the purchase price.
- F. Monthly Bus Passes submitted after the start of the validity period (calendar month) will have two full one way fares deducted for each business day from the start of the validity period (calendar month) to the date of the refund request.
- G. The date of the refund request will be deemed to be the postmark date on the envelope used to request the refund.
- H. Courtesy tickets will not be refunded and may not be used as a credit towards the purchase of a ticket.

- I. For refunds of purchases made by credit card transaction, the customer will be issued a credit to his/her credit card account. For cash or debit card transactions, the customer will be issued a check.
- J. In the event of a ticket vending machine (TVM) malfunction, the customer should mail the TVM-issued adjustment receipt to the Bus/Light Rail Refund Department for handling. If no adjustment receipt was issued by the malfunctioning TVM, the customer should write a letter identifying the circumstances to the Bus/Light Rail Refund Department for handling.

XV. Lost, Destroyed, or Stolen Tickets and Passes

- A. NJ TRANSIT will not replace lost, stolen or destroyed tickets. A NJ TRANSIT Monthly Bus Pass will be replaced once in a customer's lifetime and only if the criteria in either paragraph B or C of this section are met.
- B. NJ TRANSIT Monthly Bus Passes that have been washed-out, damaged or destroyed in some other way will be replaced if the Pass type, Zone value, and Calendar Month and Year can be determined, and if the Monthly Pass can be verified as not counterfeit.
- C. Stolen NJ TRANSIT Monthly Bus Passes will be replaced if NJ TRANSIT receives a police report for the stolen pass. The police report must be written by the police department within the jurisdiction where the pass was stolen.
- D. Exceptions to this policy may be made with appropriate supervisory approval.

XVI. Luggage

- A. Luggage will not be checked, and NJ TRANSIT is not responsible for articles left behind.
- B. Passengers traveling on NJ TRANSIT buses with under-floor storage may store up to two items of luggage of conventional size. No single piece may exceed 30 pounds. Passengers wishing to load/unload their luggage may do so at terminals and along routes. NJ TRANSIT reserves the right to deny permission to load/unload luggage at any location where it may jeopardize the safety of the passenger, bus operator, or bus.
- C. NJ TRANSIT will not be responsible for damage to luggage placed in under-floor storage.

- D. Passengers traveling on buses without underfloor storage may bring up to two pieces of luggage on board the bus provided the luggage can be fit safely and securely in the overhead parcel racks or on the passengers' lap. Luggage may not block aisles, be placed on empty seats, or cause inconvenience to other passengers.

XVII. Bicycles

- A. Single-seat, two-wheel, non-motorized bicycles may be carried on NJ TRANSIT buses with under-floor storage, and on bike-rack equipped buses, at all times. For buses equipped with bike-racks, no more than two bicycles may be carried at any time. No bicycles will be carried inside the bus. Bicycles with child carrier seats may not be carried on bike racks.
- B. Passengers must load and unload their own bicycles. The bus operator is not permitted to leave the bus to assist loading.
- C. NJ TRANSIT will not be responsible for bicycles which are lost, stolen, or damaged while on the bike rack or in under-floor storage, or for bicycles left behind.

XVIII. Animals

Animals accompanying passengers may be categorized as either "service animals", "service animals in training", or "pets". If the status of the animal is unclear, NJ TRANSIT employees or employees of entities operating buses under contract to NJ TRANSIT may ask the passenger to establish the animal's status. No proof of status is required. If the passenger claims the animal as a service animal or service animal in training, then the "service animal" rules will apply, except that if the animal is considered by NJ TRANSIT employees or employees of entities operating buses under contract to NJ TRANSIT to pose a threat to the safety or health of other passengers, the employee may prohibit the animal from entering the vehicle; if the animal exhibits threatening behavior while on the vehicle NJ TRANSIT employees or employees of entities operating buses under contract to NJ TRANSIT may require that its owner or trainer remove the animal from the vehicle.

- A. **Service Animals:** A service animal is any animal trained to perform tasks for the benefit of an individual with a disability. Tasks include, but are not restricted to, pulling a wheelchair, fetching dropped objects, alerting individuals with a hearing impairment or guiding individuals with a visual impairment. Service animals and service animals in training will be transported free of charge, and are not required to wear any special harness or collar. The service animal or service animal in training must lie,

sit, or stand at the feet of its master, if at all possible. The animal must not block the aisle or occupy a seat.

- B. Pets: Dogs, cats, birds, and other animals classified as pets will be transported on NJ TRANSIT Bus when well secured in suitable containers and carried by passengers, provided such container can be safely and securely carried by passengers. Pets may not block aisles, be placed on empty seats, or cause inconvenience to other passengers.

XIX. Objectionable Persons

NJ TRANSIT reserves the right to refuse to transport any person whose conduct is such, or is likely to become such, as to make a person objectionable to other passengers or prospective passengers.

For Rules and Regulations regarding Student Ticket use and acceptance, refer to Rule 10.

STUDENT FARES Northern Division

Zones	For Ride on Bus			For Ride including Transfer Privilege	
	Comparable one-way full cash fare	Value of individual student ticket	Rate per student ticket strip	Value of individual student ticket	Rate per student ticket strip
1	\$1.60	\$1.100	\$11.00	\$1.550	\$15.50
2	\$2.55	1.700	17.00	2.150	21.50
3	\$3.15	2.150	21.50	x	x
4	\$3.80	2.575	25.75	x	x

Northern Division Student Over-ride rate: **\$0.80** Per Additional Zone

STUDENT FARES Southern Division

Zones	For Ride on Bus			For Ride including Transfer Privilege	
	Comparable one-way full cash fare	Value of individual student ticket	Rate per student ticket strip	Value of individual student ticket	Rate per student ticket strip
1	\$1.60	\$1.100	\$11.00	1.550	\$15.50
2	\$2.25	1.575	15.75	2.025	20.25
3	\$2.75	1.875	18.75	x	x
4	\$3.35	2.275	22.75	x	x

Southern Division Student Over-ride rate: **\$0.70** Per Additional Zone

Northern - Interstate Fare Chart

Zone No.	Adult Fares		Sr/Disabled	Child	Commuter Fares	
	One	Round	& Child	Round	10-Trip	Monthly
	Way	Trip	One Way	Trip	Discount	Pass
1	\$1.85	None	\$0.85	None	None	None
2	\$3.50	None	\$1.55	None	\$29.50	\$107.00
3	\$4.50	None	\$2.05	None	\$42.50	\$148.00
4	\$6.00	None	\$2.70	None	\$51.00	\$167.00
5	\$7.00	None	\$3.20	None	\$60.50	\$199.00
6	\$8.00	None	\$3.80	None	\$70.00	\$235.00
7	\$9.75	None	\$4.35	None	\$83.50	\$251.00
8	\$10.75	None	\$4.90	None	\$92.50	\$267.00
9	\$12.00	None	\$5.45	None	\$102.00	\$282.00
10	\$13.00	None	\$6.00	None	\$111.00	\$303.00
11	\$13.75	None	\$6.25	None	\$118.50	\$326.00
12	\$15.00	None	\$6.80	None	\$127.50	\$353.00
13	\$16.00	None	\$7.10	None	\$137.00	\$377.00
14	\$16.50	None	\$7.35	None	\$141.00	\$399.00
15	\$18.00	None	\$8.20	None	\$153.00	\$421.00
16	\$19.00	None	\$8.70	None	\$162.50	\$448.00
17	\$19.75	None	\$9.00	None	\$169.00	\$470.00
18	\$21.25	None	\$9.55	None	\$181.00	\$496.00
19	\$21.75	None	\$9.80	None	\$185.50	\$496.00
20	\$22.75	None	\$10.35	None	\$194.50	\$496.00
21	\$24.00	None	\$10.90	None	\$204.00	\$496.00
22	\$25.25	None	\$11.45	None	\$215.50	\$496.00
23	\$25.75	None	\$11.70	None	\$220.00	\$496.00
24	\$30.75	\$55.00	\$13.90	\$25.00	None	None
25	\$32.50	\$58.00	\$14.70	\$26.00	None	None
26	\$33.50	\$60.00	\$15.00	\$27.00	None	None
27	\$34.00	\$61.00	\$15.25	\$27.50	None	None
28	\$35.25	\$64.00	\$15.80	\$29.00	None	None
29	\$36.50	\$65.00	\$16.35	\$29.50	None	None
30	\$38.00	\$66.00	\$17.15	\$30.00	None	None
31	\$39.00	\$70.00	\$17.45	\$31.50	None	None
32	\$40.25	\$72.00	\$18.25	\$32.00	None	None
33	\$41.25	\$74.00	\$18.55	\$33.00	None	None
34	\$42.25	\$76.00	\$19.10	\$34.00	None	None
35	\$43.50	\$79.00	\$19.60	\$36.00	None	None
36	\$45.00	\$80.00	\$20.15	\$36.50	None	None
37	\$46.00	\$82.00	\$20.70	\$37.00	None	None
38	\$47.25	\$86.00	\$21.25	\$38.50	None	None
39	\$48.50	\$87.00	\$21.80	\$39.00	None	None

Northern Interstate Over-ride Rates:

Adult full-fare: **\$1.35** Per Additional Zone
 Senior Disabled & Child : **\$0.65** Per Additional Zone

Northern - Intrastate Fare Chart

Zone No.	Adult One	Sr/Disabled & Child	Commuter Fares	
	One Way	One Way	10-Trip Discount	Monthly Pass
1	\$1.60	\$0.75	None	\$59.00
2	\$2.55	\$1.10	None	\$78.00
3	\$3.15	\$1.40	\$27.00	\$93.00
4	\$3.80	\$1.75	\$33.50	\$100.00
5	\$4.15	\$1.85	\$38.00	\$110.00
6	\$4.80	\$2.15	\$42.50	\$124.00
7	\$5.25	\$2.40	\$48.00	\$138.00
8	\$5.80	\$2.60	\$51.50	\$153.00
9	\$6.20	\$2.80	\$57.00	\$165.00
10	\$6.75	\$3.05	\$60.50	\$179.00
11	\$7.25	\$3.25	\$66.00	\$191.00
12	\$7.75	\$3.50	\$68.00	\$204.00
13	\$8.30	\$3.75	\$74.00	\$218.00
14	\$8.85	\$3.95	\$79.00	\$234.00
15	\$9.20	\$4.15	\$84.00	\$244.00
16	\$9.75	\$4.40	\$88.50	\$261.00
17	\$10.25	\$4.65	\$93.00	\$271.00
18	\$10.75	\$4.85	\$97.00	\$286.00
19	\$11.35	\$5.10	\$101.50	None
20	\$11.75	\$5.30	\$106.50	None
21	\$12.35	\$5.55	\$111.50	None
22	\$12.80	\$5.80	\$114.50	None
23	\$13.30	\$6.00	\$120.00	None
24	\$13.90	\$6.25	None	None
25	\$14.45	\$6.55	None	None
26	\$14.80	\$6.65	None	None
27	\$15.35	\$6.90	None	None
28	\$15.80	\$7.15	None	None
29	\$16.40	\$7.35	None	None
30	\$16.85	\$7.60	None	None
31	\$17.40	\$7.85	None	None
32	\$17.90	\$8.05	None	None
33	\$18.40	\$8.30	None	None
34	\$18.80	\$8.50	None	None
35	\$19.40	\$8.70	None	None
36	\$19.80	\$8.90	None	None
37	\$20.40	\$9.15	None	None
38	\$20.75	\$9.30	None	None

Northern Intrastate Over-ride Rates:

Adult full-fare: \$0.90 First zone over-ride, Thereafter \$0.80 Per Additional Zone
 Senior Disabled & Child : \$0.35 Per Additional Zone

Northern Intra-Commuter Fare Chart

Weehawk- Hoboken Zone 2 to Zone	Jersey City Zone 3 to Zone	Newark Zone 4 to Zone	Adult Fares		Sr/Disabled & Child One Way	Child Round Trip	Commuter Fares	
			One Way	Round Trip			10-Trip Discount	Monthly Pass
		9	\$7.00	None	\$3.25	None	\$60.50	\$183.00
	9	10	\$7.75	None	\$3.55	None	\$67.00	\$210.00
9	10	11	\$9.00	None	\$4.10	None	\$76.50	\$233.00
10	11	12	\$10.25	None	\$4.65	None	\$88.50	\$259.00
11	12	13	\$10.75	None	\$4.90	None	\$92.50	\$287.00
12	13	14	\$12.00	None	\$5.45	None	\$102.00	\$312.00
13	14	15	\$12.50	None	\$5.70	None	\$107.00	\$336.00
14	15	16	\$13.75	None	\$6.25	None	\$118.50	\$360.00
15	16	17	\$14.75	None	\$6.55	None	\$125.50	\$382.00
16	17	18	\$15.75	None	\$7.10	None	\$134.50	\$404.00
17	18	19	\$16.25	None	\$7.35	None	\$139.00	\$429.00
18	19	20	\$17.50	None	\$7.90	None	\$148.00	\$448.00
19	20	21	\$18.00	None	\$8.20	None	\$153.00	\$448.00
20	21	22	\$18.75	None	\$8.45	None	\$159.50	\$448.00
21	22	23	\$19.75	None	\$9.00	None	\$169.00	\$448.00
22	23	24	\$20.50	None	\$9.25	None	\$174.00	\$448.00
23	24	25	\$25.00	\$44.00	\$11.15	\$20.00	None	None
24	25	26	\$25.75	\$47.00	\$11.70	\$21.00	None	None
25	26	27	\$27.00	\$48.00	\$12.25	\$21.50	None	None
26	27	28	\$28.00	\$50.00	\$12.55	\$22.00	None	None
27	28	29	\$29.00	\$52.00	\$13.10	\$23.50	None	None
28	29	30	\$30.00	\$54.00	\$13.65	\$24.50	None	None
29	30	31	\$30.75	\$55.00	\$13.90	\$25.00	None	None
30	31	32	\$31.50	\$58.00	\$14.15	\$26.00	None	None
31	32	33	\$33.00	\$60.00	\$14.70	\$27.00	None	None
32	33	34	\$33.75	\$61.00	\$15.25	\$27.50	None	None
33	34	35	\$35.00	\$63.00	\$15.80	\$28.00	None	None
34	35	36	\$36.25	\$64.00	\$16.35	\$29.00	None	None
35	36	37	\$36.75	\$65.00	\$16.60	\$29.50	None	None
36	37	38	\$38.00	\$66.00	\$17.15	\$30.00	None	None
37	38	39	\$39.00	\$70.00	\$17.45	\$31.50	None	None
38	39		\$39.50	\$72.00	\$17.70	\$32.00	None	None
39			\$41.00	\$74.00	\$18.55	\$33.00	None	None

Northern Intra-Commuter Over-ride Rates:

Adult full-fare: **\$1.05** Per Additional Zone
 Senior Disabled & Child : **\$0.50** Per Additional Zone

Passengers wishing to ride to New York using their Intra-Commuter pass for Newark may do so upon paying: **\$ 4.90**
 Passengers wishing to ride to New York using their Intra-Commuter pass for Jersey City may do so upon paying: **\$ 3.60**

Southern - Interstate Fare Chart

Zone No.	Adult Fares		Sr/Disabled	Child	Commuter Fares	
	One Way	Round Trip	& Child One Way	Round Trip	10-Trip Discount	Monthly Pass
1	\$1.95	None	\$0.85	None	None	None
2	\$3.05	None	\$1.35	None	\$26.00	\$96.00
3	\$4.25	None	\$1.90	None	\$37.00	\$134.00
4	\$5.35	None	\$2.40	None	\$45.00	\$150.00
5	\$6.30	None	\$2.80	None	\$54.00	\$181.00
6	\$7.50	None	\$3.55	None	\$65.00	\$214.00
7	\$8.25	None	\$3.80	None	\$72.00	\$245.00
8	\$9.75	None	\$4.35	None	\$83.50	\$263.00
9	\$10.75	None	\$4.90	None	\$92.50	\$282.00
10	\$11.75	None	\$5.15	None	\$99.50	\$303.00
11	\$14.50	\$22.00	\$6.55	\$10.00	\$122.50	\$326.00
12	\$15.00	\$27.00	\$6.80	\$12.50	\$127.50	\$353.00
13	\$16.00	\$30.00	\$7.35	\$13.50	\$137.00	\$377.00
14	\$17.50	\$31.00	\$7.90	\$14.00	\$148.00	\$399.00
15	\$18.00	\$32.00	\$8.20	\$14.50	\$153.00	\$421.00
16	\$19.00	\$33.00	\$8.70	\$15.00	\$162.50	\$448.00
17	\$20.00	\$36.00	\$9.00	\$16.00	\$171.50	\$470.00
18	\$21.50	\$37.00	\$9.80	\$16.50	\$183.00	\$496.00
19	\$22.50	\$41.00	\$10.10	\$18.50	\$192.50	\$496.00
20	\$23.50	\$43.00	\$10.65	\$19.50	\$199.50	\$496.00
21	\$24.75	\$44.00	\$11.15	\$20.00	\$211.00	\$496.00

Southern Interstate Over-ride Rates:

Adult full-fare:	\$1.20 Per Additional Zone
Senior Disabled & Child :	\$0.55 Per Additional Zone

October 1, 2015

Southern - Intrastate Fare Chart

Zone No.	Adult One Way	Sr/Disabled & Child One Way	Commuter Fares	
			10-Trip Discount	Monthly Pass
1	\$1.60	\$0.75	None	\$54.00
2	\$2.25	\$1.00	None	\$71.00
3	\$2.75	\$1.25	\$24.50	\$83.00
4	\$3.35	\$1.50	\$30.50	\$90.00
5	\$3.80	\$1.75	\$33.50	\$100.00
6	\$4.25	\$1.90	\$39.00	\$114.00
7	\$4.80	\$2.15	\$42.50	\$124.00
8	\$5.15	\$2.35	\$47.00	\$138.00
9	\$5.70	\$2.55	\$51.00	\$148.00
10	\$6.15	\$2.75	\$55.00	\$162.00
11	\$6.55	\$3.00	\$59.50	\$174.00
12	\$7.10	\$3.15	\$62.00	\$186.00
13	\$7.40	\$3.30	\$67.00	\$199.00
14	\$7.95	\$3.60	\$72.00	\$213.00
15	\$8.40	\$3.75	\$75.00	\$222.00
16	\$8.90	\$3.95	\$79.50	\$235.00
17	\$9.20	\$4.15	\$84.00	\$247.00
18	\$9.75	\$4.40	\$88.50	\$261.00
19	\$10.25	\$4.65	\$91.50	None
20	\$10.70	\$4.80	\$96.00	None
21	\$11.25	\$5.00	\$100.50	None
22	\$11.55	\$5.15	\$105.00	None
23	\$12.10	\$5.45	\$108.00	None
24	\$12.55	\$5.65	None	None

Southern Intrastate Over-ride Rates:

Adult full-fare: **\$0.70** Per Additional Zone
 Senior Disabled & Child : **\$0.30** Per Additional Zone

No. 2 Jersey City - Journal Square - Secaucus (Northern)

Rate Schedule

	Municipality	Zones	1	2
Journal Square Transportation Center to County Road at Secaucus-Jersey City Line	Jersey City	1	1.60	2.55
County Road at Secaucus-Jersey City Line to Secaucus Junction Rail Station	Secaucus	2		1.60

NOTE:

The Rail Feeder Fare privilege has been replaced by NJ TRANSIT's new Bus/Rail Cross Honoring Policy. See Tariff Bulletin TB05-21 for details.

Fare rates effective:

October 1, 2015

Issued:

October 1, 2015

Exact Fare

No. 84 North Bergen - Jersey City - Journal Square (Northern)

Rate Schedule

	Municipality	Zones	1	2
Journal Square Transportation Center to Palisade Avenue at Paterson Plank Road	Jersey City	1	1.60	2.55
Palisade Avenue at Paterson Plank Road to Bergenline Avenue at 91st Street/JFK Boulevard	Weehawken Union City West New York Guttenberg North Bergen	2		1.60

Intrastate Fare Rates effective: October 1, 2015

Issued:

October 1, 2015

Exact Fare

No. 88 North Bergen - Jersey City - Journal Square (Northern)

Rate Schedule

	Municipality	Zones	1	2
Journal Square Transportation Center to J.F.Kennedy Boulevard and 8th Street	Jersey City Union City	1	1.60	2.55
J.F.Kennedy Boulevard and 8th Street to Bergenline Avenue at J.F.Kennedy Boulevard	Union City Guttengerg West New York North Bergen	2		1.60

Fare rates effective:

October 1, 2015

Issued: October 1, 2015

Exact Fare

**NEW JERSEY TRANSIT
CONTRACT NO. 21-048**

HUDSON COUNTY LOCAL BUS SERVICE

EXHIBIT G

GARAGE DESCRIPTION

HUDSON COUNTY LOCAL BUS SERVICE

2	Jersey City / Journal Square / Secaucus
84	North Bergen / Jersey City / Secaucus
88	North Bergen / Jersey City / Secaucus

Address: Operating and Maintenance facilities located on the same property
349 First Street
Elizabeth, NJ 07206

Facility Description: The Facility consists of two buildings (maintenance shop and operations), a bus parking lot, and 2 employee lots. The facility is secured with perimeter fencing and closed-circuit camera system.

**NEW JERSEY TRANSIT
CONTRACT NO. 21-048**

HUDSON COUNTY LOCAL BUS SERVICE

EXHIBIT H

SUPPLEMENTAL REPORTING REQUIREMENTS

HUDSON COUNTY LOCAL BUS SERVICE

2	Jersey City / Journal Square / Secaucus
84	North Bergen / Jersey City / Secaucus
88	North Bergen / Jersey City / Secaucus

EXHIBIT H

HUDSON COUNTY LOCAL BUS SERVICE

SUPPLEMENTAL REPORTING REQUIREMENTS

In addition to the reporting requirements specified within this proposal, the following information will be supplied by the Carrier to NJ TRANSIT's Department of Private Carrier Affairs:

- Daily Report of Operations (form to be provided)
- Monthly Report of Operations (form to be provided)
- Contractor's Monthly SBE Reports (forms to be provided)
 - Form E – Prime Contractor's Monthly Payments to SBE Subs
 - Form E-1 – SBE Prime Contractor's Monthly Payments (If Applicable)
 - Form E-2 – SBE Subcontractor's Monthly Report

In addition to the reports required above, the following reports should be completed and forwarded to NJ TRANSIT's Department of Private Carrier Affairs, not later than thirty (30) calendar days after each NJ TRANSIT fiscal year end (June 30).

- NJT408A Revenue Vehicle Inventory Form (Detail)
- Chief Executive (CEO) Officer Certification
- Auditor Statement

DAILY REPORT OF OPERATIONS

COMPANY NAME: _____ DATE: _____

WEATHER: _____ DAY: _____

SPECIAL EVENTS: _____

SERVICE INTERRUPTIONS

Time	Run Number	Bus Number	Describe Cause Of Interruption / Delay	# Passengers Delayed	Minutes Delayed	Trips Missed	Action Taken
TOTAL	0			0	0	0	

Number of Mechanical Incidents _____
 Number of Non-Mechanical Incidents _____
 Number of On-Board Equipment Incidents _____
 Number of Operator Incidents _____
 Number of Customer Complaints _____
 Number of Authorized Manual Log-Ins _____

Buses	AM	PM	Comments	Operator Status	Full Time	Part Time
Scheduled						
Operated						
Shopped						
Spares						
Available						

**PRIME CONTRACTOR'S MONTHLY PAYMENTS TO SBE SUBS REPORT
INFORMATION ON CONTRACT**

DATE CONTRACT EXECUTED: _____ CONTRACT NUMBER: 21-048
 ORIGINAL CONTRACT AMOUNT: _____ FED TAX ID #: _____
 CHANGE ORDERS (OVERALL INC/DEC.): _____ PURCHASE ORDER #: _____
 TOTAL CONTRACT AMOUNT TO DATE: _____ NAME OF PROJECT: _____
 TOTAL PAYMENTS RECEIVED BY PRIME TO DATE: _____

SBE Subcontractor Name	Fed Tax ID	Original Contract Value	Change Order Amount +/-	Date of Change Order	New Contract Value	Payments Made This Month	Total Subcontractor Payments Made to Date	% Work Completed To Date	Final Pmt Y/N
TOTALS									

PRIME INVOICE 30 DAYS PAST DUE FROM NJT:

NJ TRANSIT

Invoice Date Reference # No. Days Past Due Amount

Project Manager (Name):

Telephone #:

PRIME CONTRACTOR INFORMATION

Name: _____

Federal Tax ID Number: _____

Address: _____

Compliance Officer (Name): _____

Signature: _____

Date: _____ Telephone #: _____

THIS FORM IS DUE ON THE 7TH OF EACH MONTH

Please Forward This Form To:

NJ TRANSIT

Office of Business Diversity - 6th Floor

Manager, Contract Compliance

One Penn Plaza East

Newark, New Jersey 07105-2246

SBE SUBCONTRACTOR'S MONTHLY REPORT

DATE CONTRACT EXECUTED: _____ CONTRACT NUMBER: 21-048 REPORT FOR THE MONTH OF: _____ YEAR _____
 ORIGINAL CONTRACT AMOUNT: _____ FED TAX ID #: _____
 CHANGE ORDERS (OVERALL INC/DEC.): _____ PURCHASE ORDER # _____
 TOTAL CONTRACT AMOUNT TO DATE: _____ NAME OF PROJECT: _____

Original Contract Amount	Change Order Amount +/-	Date of Change Order	New Contract Value	Payments Received This Month	Total Payments Received to Date	% of Work Completed To Date	Final Pmt Y/N
TOTALS:							

PRIME INVOICE 30 DAYS PAST DUE FROM NJT:

NJ TRANSIT

Invoice Date Reference # No. Days Past Due Amount Project Manager (Name):

 Telephone #:

PRIME CONTRACTOR INFORMATION

Firm Name: _____
 Compliance Officer (Name): _____
 Address: _____
 Date: _____ Telephone #: _____

FORM IS DUE ON THE 7TH OF EACH MONTH
 PLEASE FORWARD TO:
 NJ TRANSIT
 Manager, Contract Compliance
 Office of Business Diversity - 6th FL
 One Penn Plaza East
 Newark, New Jersey 07105-2246

SBE SUBCONTRACTOR'S MONTHLY REPORT

PRIME CONTRACTOR INFORMATION:

Name: _____

Report for the Month & Yr: _____ Contract #:

Federal Tax ID Number: _____

Address: _____

Date Contract Executed: ____/____/____

Contact Person: _____

Telephone: _____

Contract Name:

INFORMATION ON SUBCONTRACT:

Scope of Work Performed	Original Subcontract Dollar Value \$	Date of Change Order	Change Order Amount (+/-)\$	New Subcontract Dollar Value \$	Total Payments Made To Subcontractor This Month \$	Total Payments Made To Subcontractor To Date \$	% of Work Completed To Date

INVOICES PAST DUE 30 DAYS

Invoice #	Reference	No. Days	Amount
Date	Number	Past Due	

SBE SUBCONTRACTOR INFORMATION

Name of Firm: _____

Fed Tax ID #: _____

Address: _____

Telephone #: _____

Print Contact Name: _____

Final Payment: Y or N (Circle applicable answer)

Comments: _____

THIS FORM IS DUE ON THE 7th OF EACH MONTH.

PLEASE FORWARD TO:

NJ TRANSIT

Manager, Contract Compliance

Office of Business Diversity - 6th Floor

One Penn Plaza East

Newark, New Jersey 07105-2246

**NEW JERSEY TRANSIT
CONTRACT NO. 21-048**

HUDSON COUNTY LOCAL BUS SERVICE

EXHIBIT I

OPERATOR REQUIREMENTS

HUDSON COUNTY LOCAL BUS SERVICE

2	Jersey City / Journal Square / Secaucus
84	North Bergen / Jersey City / Secaucus
88	North Bergen / Jersey City / Secaucus

EXHIBIT I

OPERATOR REQUIREMENTS

Prior to the Carrier's hiring, training, or utilizing any employee in revenue service, the Carrier will ensure that all revenue vehicle operators have met the following minimum requirements.

A. OPERATOR REQUIREMENTS

The operators' requirements set forth herein establish the minimum requirements for any new hire of the Carrier to the position of revenue vehicle operator and for any existing employee of the Carrier transferring to the position of revenue vehicle operator.

1. Pre-employment substance/drug screening will be required by the Carrier of all employees in safety-related positions. Such testing, at a minimum level, will include a "substance abuse screen IV" level test at a facility approved by NJ TRANSIT. Any positive test resulting from this screen will cause the applicant to be rejected by the Carrier.
2. The Carrier will also have in force a substance abuse policy and guidelines which comply with FTA regulations for substance abuse testing.
3. Each revenue vehicle operator of the Carrier engaged in the provision of revenue service shall possess a valid Commercial Drivers License, with both a large bus endorsement and passenger endorsement. In New Jersey, a Class B license with a passenger endorsement (B-P2) is required.
4. Each revenue vehicle operator of the Carrier engaged in the provision of revenue service shall complete Carrier provided training on the operation of all ADA related systems of the vehicle he/she will be operating (i.e., Wheelchair Lift System, Kneeling System, Wheelchair Securement System, Public Address System, etc.) prior to operating the vehicle in revenue service. The Carrier will also provide training on any system changes for additional equipment the driver may operate while providing service under this agreement.
5. All drivers utilized by the Carrier in the operation of this service must be capable of speaking, reading, writing and understanding the English language. If a driver is found to be incapable of speaking, reading, writing and understanding the English language, NJ TRANSIT may require that the driver be removed from providing service on the contracted routes.

**NEW JERSEY TRANSIT
CONTRACT NO. 21-048**

HUDSON COUNTY LOCAL BUS SERVICE

EXHIBIT J

MAINTENANCE STANDARDS AND REQUIREMENTS

HUDSON COUNTY LOCAL BUS SERVICE

2	Jersey City / Journal Square / Secaucus
84	North Bergen / Jersey City / Secaucus
88	North Bergen / Jersey City / Secaucus

EXHIBIT J

MAINTENANCE STANDARDS AND REQUIREMENTS

A. General Standards

All leased or subleased equipment operated pursuant to this Agreement will be maintained both mechanically and physically by the Carrier in accordance with NJ TRANSIT standards. Failure to adhere to these standards may be cause for: (i) default, if for non-NJ TRANSIT owned equipment, or (ii) termination of this Agreement for NJ TRANSIT owned equipment, in accordance with the provisions of Subpart B, Section 13 of the Agreement.

B. General Maintenance Requirements

At all times, the Carrier will cause all components of each vehicle (both revenue and non-revenue), including its body, frame furnishings, mechanical, electrical, hydraulic, wheelchair lift, air conditioning, emissions control systems, ancillary equipment, or other operating systems or components to be maintained in proper working condition free from damage and malfunction. The Carrier will cause any significant vehicle damage incurred in any accident or otherwise to be repaired immediately when it is determined such damage impairs the proper and safe mechanical operation of the bus. All other damage will be repaired in a reasonable time. In no event, will NJ TRANSIT be required to repair, replace or maintain any vehicle. The Carrier, at its sole cost and expense, will maintain stores of and provide fuel, lubricants, repairs, filters, fluids, parts and supplies required for routine maintenance and unscheduled service/maintenance and operation of all vehicles issued by NJ TRANSIT utilized in providing bus services associated with this agreement.

The Carrier is hereby required to obtain at all times during the life of this agreement original equipment manufacturer (OEM) parts and supplies from a source(s) approved by NJ TRANSIT. The Carrier upon its written request to NJ TRANSIT, will be supplied with such an OEM source list. No variance from the OEM replacement part requirement will be permitted unless a written request is submitted by the Carrier to NJ TRANSIT with all relevant documentation and written approval provided by NJ TRANSIT.

As a result of the required vehicle repairs, the Carrier will ensure that all the reassembly tasks are performed in such a manner that the vehicle remains in the OEM configuration. This includes, but is not limited to, wiring configurations and clamping, power train components, and body assembly. No variation or vehicle system modifications will be allowed without the prior written authorization of NJ TRANSIT.

The Carrier will notify NJ TRANSIT each time an accident, an incident where any property is damaged in any way, or any injury is reported by any person, occurs involving an NJ TRANSIT owned or leased vehicle which results in damage to the vehicle. The Carrier will cause repairs to be made to any damaged NJ TRANSIT owned or leased vehicle prior to its return to service. **At no time will a damaged NJ TRANSIT vehicle be placed in service without express, written approval of NJ TRANSIT.** All repairs made relative to vehicle damage will be performed by component repair facilities which are capable of repairing these type vehicles back to their original configuration, appearance and structural integrity. Failure to comply with this provision will result in NJ TRANSIT having all required vehicle repairs performed by a company expressly designated by NJ TRANSIT and subsequently leading to NJ TRANSIT invoicing the Carrier for the costs of the repairs. This cost will be deducted from any current monies owed the Carrier. Alternatively, NJ TRANSIT, at its sole discretion, may terminate this Agreement as provided for elsewhere in the Agreement.

Cleanliness of Vehicles:

The Carrier will submit to NJ TRANSIT a vehicle cleaning schedule and sample inspection form. The schedule and inspection form will show what operations are performed on a daily, weekly and monthly basis. The Carrier will cause each vehicle to be maintained in a clean condition throughout, both interior and exterior, at all times. The Carrier will inspect the cleanliness of each vehicle prior to the commencement of each day of service and will take all actions necessary in order to cause such vehicle to be free from dirt, trash and debris prior to the commencement of each such day. The exterior of each vehicle will be kept clean from road dust, mud and grime and will be washed a minimum of two (2) times during each week of service on non-consecutive days and within twenty-four 24 hours after each rainfall or any other condition affecting vehicle exterior cleanliness. The interior of each vehicle will be cleaned by the Carrier, including washing the vehicle's windows and cleaning the floors prior to the commencement of each service day. The interior will be maintained free from roaches and other vermin at all times. The Carrier is expressly prohibited from using any vermin control product, or application procedure for such product, that would be hazardous to the health and well-being of the passengers and the driver of such vehicle. The interior passenger compartment of each vehicle will be maintained free of noxious odors from cleaning products, vermin control products and exhaust fumes emitted by the engine of such vehicle. Any vehicle found by NJ TRANSIT, or its designated appointee, to not be in compliance with these cleaning provisions will be removed from service without limiting the Carrier's service obligations. Once all required actions have been completed to correct any deficiencies found within this provision, NJ TRANSIT must inspect and approve all actions taken prior to the vehicle being eligible for use in scheduled service.

Vehicle Fuel:

The Carrier will use and provide fuel grades which ensure proper function of all vehicle emissions equipment, minimize smoke, and comply with all State and Federal Regulations concerning emission control. The type and grade of fuel used will comply with the vehicle manufacturer's recommended guidelines.

The Carrier will utilize "Ultra Low Sulphur Diesel" fuel for all diesel operated buses used for the services under this agreement.

Americans with Disabilities Act Compliance:

The Carrier will ensure that all NJ TRANSIT-provided vehicles are in full compliance with the Americans with Disabilities Act specific to vehicle systems. The Carrier will ensure that all vehicles equipped with wheelchair lifts, kneelers, internal/external public address systems, stop request systems, wheelchair restraint systems, passenger flip seats, and all related signage and safety systems are properly maintained in accordance with the O.E.M. recommendations and are fully functional during all contracted service operation. Failure of the Carrier to maintain such equipment in operable, reliable and safe condition will permit NJ TRANSIT to have the equipment repaired at the expense of the Carrier.

C. Preventive Maintenance Programs:

The Carrier will submit to NJ TRANSIT, a complete and comprehensive preventive maintenance program relative to the vehicle(s) issued by NJ TRANSIT, for review and approval by NJ TRANSIT.

The preventive maintenance program submitted by the Carrier for the NJ TRANSIT issued vehicles will meet or exceed NJ TRANSIT's and the manufacturer's recommended or specified guidelines including all ancillary items installed on the vehicle. When two (2) service categories are provided by the manufacturer such as "normal service" and "severe service," the severe service category guidelines will be used in establishing the Preventive Maintenance program by the Carrier. **The Carrier's Preventive Maintenance program shall include "oil changes at intervals of 6000 miles".**

All repair work must be performed by maintenance personnel who have demonstrated experience and skills in the work to be performed. The Carrier's maintenance personnel will have knowledge of engines, transmissions, diagnostic procedures, electrical systems, and related mechanical parts, methods, and procedures used in servicing mechanical equipment for transit buses, over the road buses and vans, chassis and bodies.

Vehicle Filters and Lubricants:

As part of the preventive maintenance program, the Carrier will submit a listing by brand name and part number of all filters, fluids and lubricants which will be

used in maintaining the NJ TRANSIT issued vehicles to NJ TRANSIT for review and approval.

Engine Oil Analysis:

The Carrier will establish and sustain an engine oil analysis program for the vehicles issued by NJ TRANSIT. Engine oil samples will be taken by the Carrier for analysis, **prior to every other (alternating)** oil change interval. The Carrier will utilize a laboratory which is fully capable of conducting such analysis in compliance with the scope of work detailed in **Attachment 1**. Results of each analysis will be appropriately addressed by the Carrier when warranted and all analysis reports will be retained in the vehicle maintenance file and NJ TRANSIT will have immediate access to each and every report upon request from NJ TRANSIT to inspect such records.

Preventive Maintenance of Air Conditioning System:

The Carrier will provide a separate preventive maintenance program for the vehicle air-conditioning system that meets or exceeds the manufacturer's recommended or specified preventive maintenance program. This preventive maintenance program will be submitted within the same time frame as the vehicle preventive maintenance program of this section and will require NJ TRANSIT's final approval.

D. Required Maintenance Documentation:

The Carrier will be responsible for maintaining a vehicle file, by vehicle number, documenting all vehicle maintenance to include preventive scheduled maintenance and inspections, parts usage, unscheduled maintenance, fuel and oil usage, warranty work and labor expended on each vehicle by date of action. The Carrier is responsible for keeping the vehicle file current throughout the term of the contract and will remit complete copies of all vehicle files to NJ TRANSIT at the end of the contract. Complete copies of all work orders must be maintained as a permanent part of the vehicle maintenance file.

NJ TRANSIT will have immediate access to all vehicle maintenance records during planned or unannounced visits or inspections of the Carrier's facility(s) for the duration of the contract.

Vehicle Defect Reports:

The Carrier will be responsible for ensuring that a vehicle defect report is completed daily, by the vehicle operator for each vehicle operated, and filed chronologically by vehicle number. **All noted defects affecting the safe operation of the vehicle must be repaired at the Carrier's cost prior to the vehicle's return to service.** Such corrective repairs will be approved, by a qualified supervisory employee of the Carrier authorized and trained to inspect repairs. A sample of these reports will be submitted to NJ TRANSIT within seven (7) days after receipt of the first NJ TRANSIT issued vehicle for review and approval. The vehicle defect reports will be kept on file for the duration of the

contract term, and copies of all defect reports will be submitted to NJ TRANSIT upon completion of the contract.

Vehicle Mileage Reports:

The Carrier will compile and maintain records of all vehicle mileage data for services rendered and operated pursuant to this contract and will submit a written report of such vehicle mileage in accordance with any specific request, interval, policy or procedure which NJ TRANSIT may adopt.

Fuel Usage Reports:

The Carrier hereby agrees to submit such documentation and information of fuel usage as NJ TRANSIT may require, including, for example, copies of delivery receipts, charge slips, fuel supplier or vendor names and addresses, vehicular mileage figures and test results confirming the quality of fuel being utilized are equal to that required by this contract.

Warranty Claims:

The Carrier will be required to process all warranty claims for NJ TRANSIT issued vehicles through the vehicle/systems manufacturer's warranty department and is responsible for collection of any monies, extended warranties, or credits as a result, for the length of time the warranty is in effect. The vehicle(s) may be subject to the manufacturer's warranties, which accompany the vehicle(s). A complete list of all vehicles issued to the Carrier will be provided to the Carrier at the time of contract award to assist in the filing of claims. This list will include the following information for each vendor: unit number, year, make and model, body type and vehicle identification number.

Vehicle Manuals:

The Carrier will be issued all relative maintenance/warranty information which is received with the vehicle, including manuals, books procedural guidelines, etc. At the conclusion of the agreement, the Carrier will return to NJ TRANSIT all manuals, books, procedural guidelines, etc., which were received from NJ TRANSIT in the same condition as received from NJ TRANSIT.

E. Operations and Maintenance Facilities:

The Carrier will provide adequate facility(s) for the support of the operation and maintenance of all NJ TRANSIT-issued vehicles. This facility(s) will include, but not be limited to, inside garage maintenance area (including a vehicle bay with hydraulic lifts or a pit), parts storage area, fuel storage, revenue vehicle cleaning and servicing area, administrative offices, vehicle parking area and a driver report area.

The Carrier will provide adequate space for storage of all NJ TRANSIT issued vehicles and such space will be adequately enclosed/fenced and secured to prevent vandalism.

The maintenance area will be fully equipped with all equipment required to maintain the vehicles being operated in accordance with NJ TRANSIT's specifications, manufacturer warranties and preventive maintenance programs. The Carrier will be responsible for obtaining and complying with all required building, occupancy or other governmental permits or codes.

F. Inspections and Audit:

NJ TRANSIT inspectors and NJ TRANSIT's designated agents and representatives will, upon presentation of valid identification, have the unimpeded right to enter upon the Carrier's premises, and to enter and travel upon, or inspect any and all equipment utilized in providing the Contracted Service, for the purpose of conducting inspections to determine whether the Carrier is in compliance with the terms of this Agreement. NJ TRANSIT will make a reasonable effort not to unduly interfere with the operations or maintenance schedules of the Carrier. NJ TRANSIT inspectors will, however, be allowed on the premises of the Carrier without the necessity of written permission, but they will not enter onto the premises of the Carrier without first identifying to the Carrier their status as NJ TRANSIT employees, agents, or representatives, and after confirming that they are in no way acting for or on behalf of the Carrier. All inspections will begin promptly upon presentation of each unit of equipment and will be carried through to completion as expeditiously as feasible.

Maintenance Inspections:

The Carrier will provide and maintain a maintenance inspection system acceptable to NJ TRANSIT covering the services under this Contract. Complete records of all inspection work performed by the Carrier will be maintained and made available to NJ TRANSIT during contract performance and in the duration of the Contract. All records will be kept by the Carrier for no less than twenty-four (24) months after the Contract has lapsed or been terminated, and NJ TRANSIT will have unimpeded access to such records.

NJ TRANSIT has the right to inspect and test all repair work required by the Agreement, to the extent practicable, at all times and places during the term of the Contract. NJ TRANSIT will perform inspections and tests in a manner that will not unduly delay the work.

If any of the necessary repair work does not conform with Contract requirements, NJ TRANSIT may require the Carrier to perform the repair work again in conformity with Contract requirements, at the Carrier's expense. When the defects in services cannot be corrected, NJ TRANSIT may (1) require the Carrier to take necessary action to ensure that future performance conforms to Contract requirements and (2) reduce the Contract price to reflect the reduced value of the services performed or to recover any liquidated damages stemming from such nonconformity.

If the Carrier fails promptly to perform the necessary repair work again or take the necessary action to ensure future performance in conformity with Contract requirements, NJ TRANSIT may (1) perform the necessary repair work, or have an authorized outside vendor perform the repair work, and charge to the Carrier any cost incurred by NJ TRANSIT that is directly related to the performance of such repairs; or (2) terminate the Contract for default.

Quality Assurance Inspections and Audits:

NJ TRANSIT or its representative will be entitled, at all times, to conduct inspection of any vehicle in order to determine compliance with the provisions hereof. NJ TRANSIT will establish with each Carrier a schedule for the inspection of vehicles to ensure compliance. Carrier will, upon request by NJ TRANSIT and at NJ TRANSIT's sole discretion, immediately remove from operation any vehicle which is determined by NJ TRANSIT to not be in compliance herewith and will repair, clean or take any other actions reasonably requested by NJ TRANSIT in order to cause such vehicles to be in compliance herewith. Nothing in this provision or in any inspection or approval by NJ TRANSIT of any vehicle will relieve Carrier of its obligation to maintain and operate each bus in strict compliance with the provisions hereof. Any deficiencies found during the course of inspection will require repair and written acknowledgment by the Carrier that all repairs have been properly completed. As a result of non-compliance with these specifications, NJ TRANSIT reserves the right to remove from service any vehicle which is not maintained in accordance with the stated guidelines.

State Inspections:

The Carrier will be responsible for payment of all fees in connection with the inspection of all NJ TRANSIT issued vehicles by any and all government authorities/agencies during the life of the Contract. The Carrier will also be responsible for the cost associated with the repair of all NJ TRANSIT issued vehicles which may result from inspection by any governmental authority/agency.

G. Return of Equipment at Conclusion of Contract:

Upon completion of the contract, the Carrier will, at its own expense, be responsible for the delivery of all NJ TRANSIT vehicles back to NJ TRANSIT or to the garage location of the Carrier awarded the subsequent contract for performance of this same service. All vehicles will be returned in the condition in which those vehicles were received (excluding normal wear and tear) including, but not limited to, body condition, system condition and function, all ancillary equipment (intact and functional) and overall vehicle operation and performance. NJ TRANSIT's Quality Assurance Division will conduct individual inspections on each vehicle upon its return and will require the Carrier to make any necessary repairs to ensure compliance. Upon compliance, NJ TRANSIT will in accordance with the terms of this agreement, release the retainage monies previously withheld from the monthly contractual payments.

Attachment 1

USED ENGINE OIL ANALYSIS **SCOPE OF WORK**

An individual oil analysis record will be kept by the Carrier for each revenue vehicle for control purposes. Each record will list all physical property test results, spectrometric determinations, pertinent data, specific maintenance recommendations and maintenance feedback information. All data will be tracked by the date sampled as provided on the label by the Carrier.

1. **Physical Property Test.** A series of related tests will be run to determine the classification, contamination and degradation of a lubricant, as well as operating conditions of an engine.
 - a. **Fuel Dilution.** The method used for a quantitative measurement will be by Gas Chromatograph. The results are to be reported to the nearest 0.5% volume. Different standards must be used for gasoline and diesel fuel.
 - b. **Total Solids.** Total solids, using modified ASTM-D-91, to be measured in % volume. The total amount of solids, contamination, both suspended and non-suspended, present in the lubricant. This test is indicative of fuel mixture problems (unit running too rich or too lean), if the oil filter has reached the saturation point and is no longer able to remove contamination from the system, and if the air intake system is functioning properly and allowing enough into the unit for a complete burn to take place.
 - c. **Water.** Any water present in almost every oil system is abnormal. The water test, when run in conjunction with other related tests, is indicative of emulsification of the lubricant, an outside source of contamination of the lubricant, a serious coolant leak, or condensation. Water is to be measured down to less than 0.05% and recorded in % volume.
 - d. **Viscosity.** Viscosity is the flow rate of a lubricant at a given temperature in relation to time. This test is indicative of lubricant classification (by grade), oxidation and contamination. Viscosity will be determined by Kinematic method (ASTM D-445), at 100 degrees F and/or 210 degrees F as requested, and reported in Saybolt Universal Seconds (SUS).
 - e. **Neutralization Number.** A number expressed in milligrams of a re-agent required to neutralize on gram of lubricant. The neutralization number will be reported as total base number (TBN). The TBN is a measurement of the reserve alkalinity remaining in the lubricant. Method to be used, ether ASTM-D-664 or aqueous solution modification ASTM-D-664.

2. **Spectrochemical Analysis.** A method of determining the metallurgic content of a lubricating oil, measured in parts per million by weight. The following nineteen (19) elements will be identified qualitatively and measured quantitatively in PPM with an accuracy and precision determined and controlled by the use of Conostan Standards as used and specified by D.O.D. oil laboratories.

The nineteen (19) metallic elements are:

- (8) Eight wear elements (Iron, Lead, Copper, Chromium, Aluminum, Nickel, Silver, Tin)
- (1) Dirt and abrasive (Silicon)
- (2) Coolant additives (Boron, Sodium)
- (5) Oil additives (Phosphorus, Zinc, Calcium, Barium, Magnesium)
- (3) Titanium, Molybdenum, Cadmium

**NEW JERSEY TRANSIT
CONTRACT NO. 21-048**

HUDSON COUNTY LOCAL BUS SERVICE

EXHIBIT K

REVENUE COLLECTION & PROCESSING

HUDSON COUNTY LOCAL BUS SERVICE

2	Jersey City / Journal Square / Secaucus
84	North Bergen / Jersey City / Secaucus
88	North Bergen / Jersey City / Secaucus

EXHIBIT K

REVENUE COLLECTION & PROCESSING

Bus Revenue Collection Equipment

NJ TRANSIT shall provide the Carrier with Cubic Western electronic fare boxes, cash boxes and Parkeon Wayfarer TGX 150 Registers. Cubic fare boxes and Wayfarer registers will be installed on all buses supplied to the Carrier. This drop style fare box will accept coins (1¢, 5¢, 10¢, 25¢, 50¢ and dollar coins), one dollar and five-dollar bills. Fares are registered with a combination of keys on the fare register and all revenue collected and counted is recorded by operator and bus. Revenue Counts will be maintained in resettable and non-resettable system registers. The re-settable system registers are returned to Zero each time the bus cashbox is removed, dumped and re-installed. The cashbox is securely locked inside the fare box. The cashbox lid automatically closes and locks upon removal from the fare box.

Bus Revenue Collection Equipment Maintenance

The Carrier shall maintain all such drop style fare, cash boxes in accordance with the standards of the manufacturer and NJ TRANSIT. The Carrier shall also be responsible for all costs associated with the maintenance and repair of the equipment. NJ TRANSIT may also supply the Carrier with a "Fare Collection Equipment Report" form to be used to monitor compliance with the provisions of this exhibit. The Carrier agrees, that if required, it shall submit a "Fare Collection Equipment Report" to:

**Senior Director - Private Carrier Affairs
NJ TRANSIT
One Penn Plaza East
Newark, NJ 07105-2246**

NJ TRANSIT has the right to inspect each unit to confirm the Carrier's proper maintenance of the revenue equipment. The Carrier shall, subject to delays encountered in the receipt of materials or parts from suppliers, correct promptly any unsatisfactory items upon written notification by NJ TRANSIT.

Bus Revenue Collection Procedures

NJ TRANSIT will provide training to the Carrier in the form of "Train the Trainer" classes, allowing the Carrier's training staff to be properly trained so they may train their drivers accordingly. Additional training may be provided, as necessary, at the Carrier's request. It is the responsibility of the Carrier to ensure that all drivers/operators are trained as necessary. Proper collection and registration of all fares in accordance with NJ Transit tariffs, policies and procedures is the responsibility of the Carrier. All flashes of monthly passes will be recorded on the register as a monthly pass. Passenger counts are to be reported on **EXHIBIT H**, monthly report of operations. Revenue collected for the day of operation from all routes will be removed and deposited. Cash boxes must be emptied

daily. At no time should a cash box remain un-emptied and returned to service. All vehicles used for the day's operation must be equipped with a fare box loaded with a cash box. All tickets/transfers collected will be punched and accumulated by each operator. At the end of the operator's piece of work, the tickets/transfers will be counted and sealed in a ticket envelope. The count will be recorded on the outside of the envelope and will be collected by garage personnel and mailed daily to:

**Manager - Revenue Accounting
NJ TRANSIT
180 Boyden Ave. Room 134
Maplewood, NJ 07040**

Garage Revenue Collection Equipment

At the discretion of NJ TRANSIT, garage "fixed" revenue collection equipment will be installed at each physical location that processes revenue collected as a result of this Proposal. At each required location, at least one receiver unit will be installed on or near the service island. The receiver unit is used to transfer revenues from the bus cash box to the mobile safe. A quantity of mobile safes will be supplied based on expected revenue and required bank turnaround time. NJ TRANSIT will supply training for all service island personnel employed at the time of contract award. This training will include vaulting procedures on the bus and at the receiver unit for service men and garage foreman. It is the responsibility of the Carrier to ensure that all buses used on contract service for the day are properly vaulted in accordance with NJTRANSIT policies and procedures and the revenue successfully transferred to a secured mobile safe through the use of the receiver unit.

Garage Data Collection Equipment

The Carrier will be supplied with a Garage Computer System (GCS), data processing software, Garage Data Computer (GDC) and all necessary hardware and software required for operate at the installed location(s). The Vault Puller RDM is used to unlock the cash box access door. Once this access door is unlocked, the cash box can be removed and processed through the receiver unit. Training for all facets of the process will be supplied. It is the responsibility of the Carrier to ensure that all data is retrieved and processed through the GCS and GDC. After all data has been transferred, any action necessary to close out the day's work and process the data at the location is the responsibility of the Carrier. The time that such processing occurs will be determined before contract award based on the Carrier's operation.

Data Retrieval

The Carrier will provide a dedicated telephone line, meeting NJ TRANSIT's specifications, for daily polling by NJ TRANSIT. NJ TRANSIT will be responsible for polling the GCS daily for the purpose of retrieving the statistical and financial data for full system audit. Such polling will be at a time specified by NJ TRANSIT based on the processing of the daily data. Should such polling fail or for some reason not be operational, the Carrier will be required to process the daily data and copy all files to a floppy disk as provided for in the system design. The disk shall be mailed daily to:

**Manager - Revenue Collection and Control
NJ TRANSIT
180 Boyden Ave. Room 133A
Maplewood, NJ 07040**

Counting and Banking

Based on the data presented by the GCS, the Carrier will be responsible for removing mobile safes from the receiver unit and compiling the proper paperwork (bank deposit slips, armored car manifests, etc.) and preparing the mobile safe for transportation to the bank. NJ TRANSIT will ensure armored car pick-up at a frequency commensurate with the levels of revenue generated by the service. All armored car service and bank relationships will be the responsibility of NJ TRANSIT.

Revenue Auditing

NJ TRANSIT will be responsible for auditing all revenue. It is necessary for the Carrier to maintain appropriate records of operations on file to accommodate audit requirements. In the event of a banking discrepancy, the Carrier will permit unrestricted access to NJ TRANSIT auditors in an effort to resolve any and all problems.

**NEW JERSEY TRANSIT
CONTRACT NO. 21-048**

HUDSON COUNTY LOCAL BUS SERVICE

EXHIBIT L

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

HUDSON COUNTY LOCAL BUS SERVICE

2	Jersey City / Journal Square / Secaucus
84	North Bergen / Jersey City / Secaucus
88	North Bergen / Jersey City / Secaucus

EXHIBIT L

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

N.J.A.C. 17:27 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

(REVISED 4/10)

EXHIBIT L (*Cont*)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval;
Certificate of Employee Information Report; or
Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27-1.1 et seq.).

**NEW JERSEY TRANSIT
CONTRACT NO. 21-048**

HUDSON COUNTY LOCAL BUS SERVICE

EXHIBIT M

**METHOD OF CALCULATING PAYMENT TO CARRIER
AND
CONTRACT AMOUNTS**

2	Jersey City / Journal Square / Secaucus
84	North Bergen / Jersey City / Secaucus
88	North Bergen / Jersey City / Secaucus

Service as of April 2, 2022

**EXHIBIT M
HUDSON COUNTY LOCAL BUS SERVICE**

I. METHOD OF CALCULATING PAYMENT TO CARRIER

Components of Payment

Payment to the Carrier by NJ TRANSIT will be based on the following three (3) components: Cost Per Contract Mile; Cost Per Contract Hour; and Cost per Days of Operation (Other Costs). Such cost components are noted below. The monthly payment will be calculated by adding items (a) plus (b) plus (c) and said items (a), (b) and (c) are to be computed as follows: (a) multiplying the Actual Monthly Hours times the Cost Per Contract Hour; (b) multiplying the Actual Monthly Miles times the Cost Per Contract Mile; and (c) the Actual Days of Operation times the Cost per Day of Operation (Other Costs). The three components together form the total monthly payment.

"Actual Monthly Hours" and "Actual Monthly Miles" shall be the actual scheduled hours and scheduled miles as certified to have been operated by the Carrier and then adjusted as provided for by this Agreement for Operating Motor Bus Passenger Service and for Equipment Lease for Operating Motor Bus Passenger Service. Carrier shall report all variations from the schedule with related explanations on a daily and monthly basis.

COST COMPONENTS

(based on current schedules and subject to future change)

Components	06/26/22	07/01/22	07/01/23	07/01/24	Option Period # 1	07/01/25	07/01/26
	06/30/22	06/30/23	06/30/24	01/21/25	06/22/25 06/30/25	06/30/26	06/19/27
Cost Per Mile	\$5.53	\$3.72	\$3.82	\$3.67	\$5.54	\$2.75	\$2.75
Cost Per Hour	\$84.12	\$54.53	\$55.52	\$58.73	\$104.38	\$59.93	\$60.72
Cost Per Days of Operation	\$27,047.04	\$10,979.36	\$11,255.18	\$9,606.54	\$28,187.96	\$9,608.68	\$9,490.68
Components	Option Period # 2						
	06/20/27 06/30/27	07/01/27 06/30/28	07/01/28 06/23/29				
Cost Per Mile	\$3.27	\$2.89	\$2.89	---	---	---	---
Cost Per Hour	\$69.80	\$65.04	\$65.32	---	---	---	---
Cost Per Days of Operation	\$15,729.74	\$10,298.70	\$10,105.67	---	---	---	---

Service as of April 2, 2022

**EXHIBIT M
HUDSON COUNTY LOCAL BUS SERVICE**

II. PROJECTED ANNUAL CONTRACT AMOUNTS (based on current schedules)

These amounts are guaranteed by NJ TRANSIT only if the Carrier fulfills its obligations in operating the complete service as specified in Exhibits A and B and also provides timely and accurate statistical reports as required by this agreement. These amounts constitute a maximum amount for which the Carrier may be entitled if it operates in accordance with the statistics below and pursuant to this Agreement.

June 26, 2022 through June 30, 2022			\$316,287.09
Components	Rate	Statistics	Period Costs
Miles	\$5.53	10,746.14	\$59,426.15
Hours	\$84.12	1,445.86	\$121,625.74
Total Days	\$27,047.04	5	\$135,235.20

July 1, 2022 through June 30, 2023			\$12,429,094.98
Components	Rate	Statistics	Period Costs
Miles	\$3.72	761,514.41	\$2,832,833.61
Hours	\$54.53	102,490.28	\$5,588,794.97
Total Days	\$10,979.36	365	\$4,007,466.40

July 1, 2023 through June 30, 2024			\$12,707,353.76
Components	Rate	Statistics	Period Costs
Miles	\$3.82	760,569.91	\$2,905,377.06
Hours	\$55.52	102,351.96	\$5,682,580.82
Total Days	\$11,255.18	366	\$4,119,395.88

July 1, 2024 through June 21, 2025			\$12,010,324.72
Components	Rate	Statistics	Period Costs
Miles	\$3.67	742,213.07	\$2,723,921.97
Hours	\$58.73	99,888.89	\$5,866,474.51
Total Days	\$9,606.54	356	\$3,419,928.24

INITIAL CONTRACT TOTAL: \$37,463,060.55

TOTAL SCHEDULED CONTRACT MILES	2,275,043.53
TOTAL SCHEDULED CONTRACT HOURS	306,176.99
TOTAL SCHEDULED DAYS OF OPERATION	1,092
PEAK VEHICLES	31

**EXHIBIT M
HUDSON COUNTY LOCAL BUS SERVICE
OPTION PERIOD # 1**

June 22, 2025 through June 30, 2025			\$609,887.63
Components	Rate	Statistics	Period Costs
Miles	\$5.54	18,199.10	\$100,823.01
Hours	\$104.38	2,446.57	\$255,372.98
Total Days	\$28,187.96	9	\$253,691.64

July 1, 2025 through June 30, 2026			\$11,731,265.79
Components	Rate	Statistics	Period Costs
Miles	\$2.75	760,412.17	\$2,091,133.47
Hours	\$59.93	102,335.46	\$6,132,964.12
Total Days	\$9,608.68	365	\$3,507,168.20

July 1, 2026 through June 19, 2027			\$11,412,824.67
Components	Rate	Statistics	Period Costs
Miles	\$2.75	737,349.59	\$2,027,711.37
Hours	\$60.72	99,232.75	\$6,025,412.58
Total Days	\$9,490.68	354	\$3,359,700.72

OPTION TOTAL: \$23,753,978.09

TOTAL INITIAL CONTRACT & OPTION: \$61,217,038.64

	<u>Option Period 1</u>	<u>Contract to Date</u>
TOTAL SCHEDULED CONTRACT MILES	1,515,960.86	3,791,004.39
TOTAL SCHEDULED CONTRACT HOURS	204,014.78	510,191.77
TOTAL SCHEDULED DAYS OF OPERATION	728	1,820
PEAK VEHICLES	31	

**EXHIBIT M
HUDSON COUNTY LOCAL BUS SERVICE
OPTION PERIOD # 2**

June 20, 2027 through June 30, 2027			\$465,010.94
Components	Rate	Statistics	Period Costs
Miles	\$3.27	23,062.58	\$75,414.64
Hours	\$69.80	3,102.71	\$216,569.16
Total Days	\$15,729.74	11	\$173,027.14

July 1, 2027 through June 30, 2028			\$12,659,677.13
Components	Rate	Statistics	Period Costs
Miles	\$2.89	763,617.16	\$2,206,853.59
Hours	\$65.04	102,759.83	\$6,683,499.34
Total Days	\$10,298.70	366	\$3,769,324.20

July 1, 2028 through June 23, 2029			\$12,317,558.84
Components	Rate	Statistics	Period Costs
Miles	\$2.89	744,802.55	\$2,152,479.37
Hours	\$65.32	100,233.46	\$6,547,249.61
Total Days	\$10,105.67	358	\$3,617,829.86

OPTION TOTAL: \$25,442,246.91

TOTAL INITIAL CONTRACT & OPTIONS: \$86,659,285.55

	<u>Option Period 2</u>	<u>Contract to Date</u>
TOTAL SCHEDULED CONTRACT MILES	1,531,482.29	5,322,486.68
TOTAL SCHEDULED CONTRACT HOURS	206,096.00	716,287.77
TOTAL SCHEDULED DAYS OF OPERATION	735	2,555
PEAK VEHICLES	0	

**NEW JERSEY TRANSIT
CONTRACT NO. 21-048**

HUDSON COUNTY LOCAL BUS SERVICE

EXHIBIT N

**IMPORTANT NOTICE TO ALL CONTRACTORS
AND CONSULTANTS**

HUDSON COUNTY LOCAL BUS SERVICE

2	Jersey City / Journal Square / Secaucus
84	North Bergen / Jersey City / Secaucus
88	North Bergen / Jersey City / Secaucus

EXHIBIT N

IMPORTANT NOTICE TO ALL CONTRACTORS AND CONSULTANTS

NJ TRANSIT is an instrumentality of the State of New Jersey and its employees and officers, including members of the NJ TRANSIT Board of Directors, are public servants. NJ TRANSIT, its employees and officers are governed by a number of civil and criminal laws which control how NJ TRANSIT and its personnel do business with contractors and consultants. These provisions include the Conflicts of Interest Law, N.J.S.A. 52:13D-12 and contain unequivocal and stringent restrictions relating to gifts and gratuities.

Be advised that the law prohibits the receipt of gifts and gratuities by any NJ TRANSIT employee or officer from any person, company or entity doing business - or wanting to do business - with NJ TRANSIT. Concomitantly, NJ TRANSIT's own Code of Ethics and Code of Ethics for Vendors, prohibits NJ TRANSIT employees from accepting gifts and prohibits you, the contractors and consultants, from offering any gifts to any NJ TRANSIT employee.

The term "gift" is broadly and widely defined. It includes all things and objects, tangible or intangible, including services, gratuities, meals, entertainment, tickets to events, access to membership clubs, travel costs, and lodging. Simply put, a "gift" is any thing of value.

Do not, under any circumstance, tempt or put an NJ TRANSIT employee in the awkward position of having to refuse a gift or return a gift, no matter how well intentioned or innocuous the gift may be in your eyes.

The bright line rule for you and your staff in doing business with NJ TRANSIT is simple: Offer nothing and give nothing to any NJ TRANSIT employee or officer. It is your responsibility to circulate this Notice in your company and educate accordingly all personnel who do business with NJ TRANSIT.

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

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

September 16, 2021

**Re: NJ TRANSIT Request for Proposals (RFP):
RFP No. 21-048A Hudson County Local Bus Service and/or
RFP No. 21-048B North Hudson Local Bus Service**

To Whom It May Concern:

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

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

Proposers may submit Proposals for one (1) service (Hudson County Local Bus Service **OR** North Hudson Local Bus Service) or both of the services being advertised under this RFP. If the Proposer is submitting Proposals for more than one (1) service to be operated from the same location, the Carrier need only submit one (1) complete Technical Proposal and separate Cost Proposals for each of the services. If the Proposer is proposing to operate both services, from separate operating locations, the Proposer must submit two (2) separate Technical Proposals (one (1) for each location and service) depicting the operating plans for each.

NJ TRANSIT will not hold an in-person meeting for the Pre-Proposal Conference. The Pre-Proposal Conference will be held utilizing a telephone and video conference via Microsoft Teams which is scheduled for **10:00 a.m., local time, on Wednesday, September 22, 2021**, for the purpose of answering questions, providing directives, and providing clarification. All interested firms are urged to participate. For access information, please contact Janet Ellenbacher, by e-mailing jellenbacher@njtransit.com by September 21, 2021.

A Secure File Transfer Site (SFTS) via Microsoft OneDrive is being utilized to provide a secure method for facilitating file transfers from outside parties. Prospective Proposers are required to register as an interested party by completing the "Intent to Propose Form" and submitting the Acknowledgement on or before **Thursday, October 14, 2021 at 3:00 p.m.** and may be emailed to the attention of the undersigned at jellenbacher@njtransit.com. This form is required in order to submit a Proposal but does not bind a prospective Proposer in any way. Failure to timely submit the notice of intent may result in NJ TRANSIT rejecting any Proposal later submitted. Technical and Cost Proposals must be received on or before **Thursday, October 21, 2021 at 3:00 p.m.**

All questions concerning this RFP must be submitted in writing and may be e-mailed to the attention of Janet Ellenbacher, Principal Contract Specialist, at jellenbacher@njtransit.com no later than **3:00 P.M., Thursday, September 30, 2021**. Please note, this RFP may be amended only in writing via addendum issued by NJ TRANSIT.

Site visits are tentatively scheduled to be held on or about October 28 and 29, 2021. Oral Presentations are tentatively scheduled to be held on or about November 3 and 4, 2021, for all Proposers.

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

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

The successful Proposer will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. regarding Equal Employment Opportunity Laws and Regulations. Disadvantaged Business Enterprises (DBE), in accordance with the Department of Transportation (DOT) Regulations 49 C.F.R. Part 26, shall have the maximum opportunity to participate in the performance of this Contract. A **2.5% Race Conscious DBE goal** has been assigned to this project.

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

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

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

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

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

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

We look forward to receiving and reviewing your Proposal.

Sincerely,



Janet Ellenbacher
Principal Contract Specialist
Procurement Department
Contracts Unit

Enclosure

NEW JERSEY TRANSIT CORPORATION

REQUEST FOR PROPOSALS

**RFP NO. 21-048A HUDSON COUNTY LOCAL BUS SERVICE
AND/OR**

RFP NO. 21-048B NORTH HUDSON LOCAL BUS SERVICE

REQUEST FOR PROPOSAL

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**RFP NO. 21-048A HUDSON COUNTY LOCAL BUS SERVICE
AND/OR
RFP No. 21-048B NORTH HUDSON LOCAL BUS SERVICE**

I. GENERAL INFORMATION

A. Introduction:

New Jersey Transit Corporation (NJ TRANSIT) is soliciting, through this Request for Proposal (RFP), Proposals from qualified bus Carriers to provide the regular route services specified below. Proposers may submit Proposals for one (1) service (Hudson County Local Bus Service **OR** North Hudson Local Bus Service) or both of the services being advertised under this RFP. If the Proposer is submitting Proposals for more than one (1) service to be operated from the same location, the Carrier need only submit one (1) complete Technical Proposal and separate Cost Proposals for each of the services. If the Proposer is proposing to operate both services, from separate operating locations, the Proposer must submit two (2) separate Technical Proposals (one (1) for each location and service) depicting the operating plans for each.

<u>Contract Title</u>	<u>ROUTE No.</u>	<u>ROUTE NAME</u>
Hudson County Local Bus Service	2	Jersey City / Journal Square / Secaucus
	84	North Bergen / Jersey City / Secaucus
	88	North Bergen / Jersey City / Secaucus
North Hudson Local Bus Service	22	North Bergen / Union City / Hoboken
	23	North Bergen / Weehawken - Port Imperial / Hoboken
	86	Union City / Jersey City / Newport Mall
	89	North Bergen / Hoboken

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

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

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

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

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

B. Anticipated Selection Schedule

- Advertise / Solicit Proposals Thursday, September 16, 2021
- Pre-Proposal Conference Wednesday, September 22, 2021 at 10:00 A.M.
- Inspection of Buses Sunday, September 26, 2021 (By Appointment Only)
- Questions/Request for Information Deadline Thursday, September 30, 2021 by 3:00 P.M.
- Notice of Intent to Propose Form Due Thursday, October 14, 2021
- * **Proposal Deadline Thursday, October 21, 2021 by 3:00 P.M.**
- Site Visits On or about October 28 and 29, 2021 (Exact date and time to be determined)

- Oral Presentations On or about November 3 and 4, 2021
(Exact date and time to be determined)
- Award of Contract End of March 2022
(Pending Board Approval)
- Start Date June 26, 2022

C. Pre-proposal Conference

In order to discuss the Project and to address questions, NJ TRANSIT will hold a pre-proposal conference on **Wednesday, September 22, 2021 at 10:00 a.m.** NJ TRANSIT will not hold an in-person meeting for the preproposal conference. The pre-proposal conference will be held utilizing a telephone and video conference via Microsoft Teams. Attendance at the preproposal conference is highly recommended but not mandatory. Recipients of this RFP that do not attend may be at a disadvantage when submitting a Proposal.

Potential Proposers will be required to download Microsoft Teams <https://teams.microsoft.com/>, prior to the pre-proposal conference, in order to access the web video conference and view the presentation. All interested firms are urged to participate. For video conference access information, please contact Janet Ellenbacher by e-mailing jellenbacher@njtransit.com by September 21, 2021. Upon confirmation of your firm's RSVP, NJ TRANSIT will forward an invitation for the video conference.

D. Request for Information and Addenda

The Proposer shall examine carefully all the RFP documents in the RFP package and conditions noted therein affecting the work. By submitting a Proposal, the Proposer acknowledges that it has carefully examined the Proposal package and satisfied itself as to the conditions affecting the work. NJ TRANSIT assumes no responsibility for any conclusions or interpretations made by the Proposer on the basis of the information made available by NJ TRANSIT.

1. Inquiries regarding the RFP package shall be emailed to Janet Ellenbacher at jellenbacher@njtransit.com.
2. To be given consideration, all such inquiries must adhere to the following:
 - a. Be received in writing no later than **3:00 p.m. on Thursday, September 30, 2021:**
 - b. Reference RFP name and number, section and page number;
 - c. Requests for information must be emailed in a non-scanned electronic format to Janet Ellenbacher at jellenbacher@njtransit.com.

The Proposer shall also carefully review NJ TRANSIT’s Professional Services Agreement (Appendix A). The Proposer must identify and submit any questions, requests for clarifications, exceptions or proposed modifications to the Agreement, with suggested changes to the Agreement and the reasons(s) therefore, during the Request for Information period. Failure to submit changes to Appendix A during the Request for Information period shall preclude the Proposer from requesting changes during any negotiations period.

Any response to requests for information or clarification that NJ TRANSIT may choose to make will be by a written Addendum to the RFP and said addenda will be made available via Microsoft OneDrive and all listed holders of the RFP will receive an email when they are uploaded. NJ TRANSIT will not be bound by any informal explanation, clarification, or interpretation, oral or written, by whomever made, that is not incorporated into an addendum. Receipt of the Addenda by the Proposer shall be acknowledged as specified below.

A Proposer’s failure to request a clarification, interpretation, correction or amendment will preclude such Proposer from, thereafter, claiming any ambiguity, inconsistency or error which should have been discovered by a reasonably prudent Proposer.

NJ TRANSIT reserves the right to amend the RFP package prior to the date set for receipt of Proposals. Such revisions, if any, will be announced by Addenda to this RFP. Copies of such Addenda as may be issued will be furnished to all prospective Proposers. The date set for receipt of Proposals may be postponed by such number of days as in the opinion of the Contracting Officer will enable proposers to revise their Proposal submission. In such cases, the Addenda will include the new date for receipt of Proposals.

Proposers are required to acknowledge receipt of all Addenda by signing the “Acknowledgement of Receipt of Addenda” form. This form (**Appendix F**) shall be included as part of the Technical Proposal. Failure to acknowledge receipt of all Addenda may render the Proposal non-responsive.

E. Length of Contract and Termination of Service:

Base Contract Period:

June 26, 2022 – June 30, 2022	5 Days
July 1, 2022 – June 30, 2023	12 Months
July 1, 2023 – June 30, 2024	12 Months
July 1, 2024 – January 21, 2025	<u>12 Months</u>
	36 Months

Second Option Period:

June 20, 2027 – June 30, 2027	11 Days
July 1, 2027 – June 30, 2028	12 Months
July 1, 2028 – June 23, 2029	<u>12 Months</u>
	24 Months

First Option Period:

June 22, 2025 – June 30, 2025	9 Days
July 1, 2025 – June 30, 2026	12 Months
July 1, 2026 – June 19, 2027	<u>12 Months</u>
	24 Months

NJ TRANSIT will contract with the successful Proposer to provide regular route local bus service for an initial period of **thirty-six (36) months from June 26, 2022 through June 21, 2025, with two (2) option periods of twenty-four (24) months each. The first option period will begin on June 22, 2025 and terminate on June 19, 2027. The second option period will begin on June 20, 2027 and terminate on June 23, 2029. All Proposers must include responses to the option periods when preparing and submitting their Proposals.** NJ TRANSIT reserves the right to terminate the Carrier's contract at any time without penalty upon giving the Carrier thirty (30) Calendar Days' notice in writing. The Carrier has the right to cancel the contract at any time upon giving NJ TRANSIT ninety (90) Calendar Days notice in writing.

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

F. General Definitions:

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

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

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

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

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

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

Contract Hours: The total scheduled service hours (Revenue Hours, Recovery Hours, and applicable Deadhead hours) exclusive of Deadhead hours required to transport the vehicle from the Carrier's garage location to the point of the first

pick-up and to transport the vehicle from its final drop-off point, back to the Carrier's garage, for each bus used in operation.

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

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

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

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

Days: Shall mean calendar days unless otherwise indicated.

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

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

FTA: The Federal Transit Administration.

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

Must: Denotes that which is a mandatory requirement.

NJDOT: The New Jersey Department of Transportation.

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

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

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

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

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

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

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

Shall: Denotes that which is a mandatory requirement.

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

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

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

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

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

G. Modification or Withdrawal

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

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

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

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

H. Disqualification of Proposers/Proposals

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

II. REQUIREMENTS

A. Proposal Format & Requirements:

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

1. Technical Proposal:

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

a. Experience:

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

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

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

b. Personnel:

(1) The Proposer shall provide, separately from Appendix B, the names and resumes of all owners and all management and supervisory personnel to be utilized in the provision of the service described herein. The Proposer shall indicate the number of hours that each of the management and supervisory personnel will exclusively devote each week to each of these services. NJ TRANSIT may terminate the contract due to the unavailability of the Proposer's proposed personnel.

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

c. Garage Facilities:

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

d. Maintenance Program:

As requested in Appendix B, describe fully the preventive maintenance program and procedures that will be utilized in the operation of these services. Include the scope of work to be performed, service intervals, inspection procedures, handling of daily defects, road failures and

maintenance record keeping. **Full size copies of all inspection and maintenance forms must be provided.**

e. **Financial Capability:**

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

f. **Nondiscrimination:**

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

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

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

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

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

All Proposers submitting Proposals must sign the following certification:

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

g. **Legal Proceedings**

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

h. Driver Day Cards

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

2. Cost Proposal:

Cost Proposals must be sealed and prepared in accordance with the instructions in the Cost Proposal Package (Appendix C). The Proposer shall furnish a Cost Proposal, on the forms provided in the Cost Proposal package, for the periods: Initial Contract Period – June 26, 2022 to June 30, 2022, July 1, 2022 to June 30, 2023, July 1, 2023 to June 30, 2024, July 1, 2024 to June 21, 2025; First Option Period – June 22, 2025 to June 30, 2025, July 1, 2025 to June 30, 2026, July 1, 2026 to June 19, 2027; Second Option Period – June 20, 2027 to June 30, 2027, July 1, 2027 to June 30, 2028, July 1, 2028 to June 23, 2029; and other data as described in the Cost Proposal package.

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

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

B. Proposal Submission:

Proposers may submit Proposals for one (1) service (Hudson County Local Bus Service OR North Hudson Local Bus Service) or both of the services being advertised under this RFP. If the Proposer is submitting Proposals for more than one (1) service to be operated from the same location, the Carrier need only submit one (1) complete Technical Proposal and separate Cost Proposals for

each of the services. If the Proposer is proposing to operate both services, from separate operating locations, the Proposer must submit two (2) separate Technical Proposals (one (1) for each location and service) depicting the operating plans for each.

A Secure File Transfer Site (SFTS) tool via Microsoft OneDrive is being utilized to provide a secure method for facilitating file transfers from outside parties. **The Technical Proposals, Cost Proposals and Certifications shall be uploaded separately to the provided Microsoft OneDrive link no later than 3:00 p.m., October 21, 2021.** Proposers are requested to begin each file name with abbreviated RFP Number, name of firm and include content description or Attachment Number, if applicable. (For example, RFP No. XX-XXX – Firm ABC – Technical Proposal). While detailed file names are requested, please also avoid lengthy file names and abbreviate when possible.

NJ TRANSIT asks that all prospective Proposers to advise NJ TRANSIT of their intent to either submit or not submit a Proposal by e-mailing the **“Intent to Propose Form”**, included as **Appendix G, on or before 3:00 p.m., October 14, 2021 and must be emailed to Janet Ellenbacher at jellenbacher@njtransit.com.** This form is required in order to submit a Proposal but does not bind a prospective Proposer in any way. Failure to timely submit the Intent to Propose Form may result in NJ TRANSIT rejecting any proposal later submitted.

Once the “Intent to Propose Form” has been received from the Proposer, the Proposer will receive an email with a link to Microsoft OneDrive. Upon clicking the link, the Proposer will be asked to confirm and enter the email address the link was sent to or perform a code verification request, which will be sent to the proposer’s email address. **Proposers are required to provide and use the email address(es) of the person(s) who will need access to the site.** Once instructions have been received, it is recommended that Proposers review the instructions and upload a test file to ensure there are no issues or questions with uploading.

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

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

By submission of its Proposal, the Proposer represents and warrants that it has sufficiently informed itself in all matters affecting the provision of local bus services called for in the solicitation; that it has checked its Proposal for all errors

and omissions; that the prices stated in its Proposal are correct and as intended by it; and, are a complete and correct statement of its prices for performing the services required by the RFP and contract documents.

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

C. Oral Presentation:

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

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

The oral presentation will be structured as follows:

- Review of the Proposer's qualifications, including corporate and management experience, prior operating experience, proposed management personnel and functions.
Time Limit (15 minutes)
- Review of the Proposer's maintenance programs and facility, including preventive maintenance programs, inspection cycles, handling of road failures and accidents and pertinent facility information.
Time Limit (15 minutes)
- Review of the Proposer's operational plan, including start up plan, scheduling of work, service levels, operator training, and road supervision.
Time Limit (15 minutes)
- Questions and answers.

D. Proposal Evaluation and Award of Contract

1. Proposal Evaluation

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

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

a. Company Maximum 30 points

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

b. Operations Maximum 35 points

Includes an evaluation of the Proposer's understanding of the requirements for the service, ability and plan of the proposed organization to successfully perform the functions associated with the operation of the Contracted Service in an efficient manner, number of operators and peak period buses required, provision for driver reliefs (e.g., relief points, times, manner of providing), compliance with safety regulations (e.g., driving time, testing), operator training and safety programs, provision of road supervision (e.g., adequate coverage, explanation of duties), the deployment of technologies for the monitoring of service (e.g., camera systems, GPS monitoring systems, electronic dispatching, etc.) ability and plan for scheduling the service and developing efficient and complete operator assignments (e.g., provision of complete scheduling documents demonstrating how all runs are constructed, including garage times, layovers, hook-ups, turnaround

times, reliefs, Deadheads, and identification of stop points by time intervals), fuel capacity and supplier, reasonableness of fuel cost and efficiency (e.g., miles per gallon for the type of equipment), fuel consumption (e.g., consistency with total miles including Deadhead and fuel efficiency), revenue collection and vaulting procedures and security measures, and adequacy of the operating location for the operation of the service (e.g., proximity to service, size, vehicle capacity and maneuverability, Deadhead time and miles, recovery time, accessibility, neighboring traffic patterns, impact on neighborhood/community concerns, secure location for farebox vaulting and receiver/vaults, dispatch and drivers area).

c. Maintenance

Maximum 35 points

Includes an evaluation of the Proposer's understanding of the requirements for the equipment to be operated in the service, ability and plan of the Proposer to successfully perform the functions associated with the maintenance of the equipment in an efficient manner, performance of the Proposer in maintaining equipment under current and/or previous contracts with NJ TRANSIT, New Jersey Motor Vehicle Commission (NJMVC) and/or US DOT Motor Carrier Inspection history, experience of the Proposer with the fleet size and type to be utilized in the service, number and qualifications of mechanics (e.g., experience, certifications, fleet to mechanic ratio for the location), number and qualifications of supervisory maintenance personnel (e.g., experience, certifications, fleet to mechanic ratio for the location, fleet size and type), number and coverage of maintenance personnel to clean and service the fleet, fleet maintenance plan (e.g., in-house and contracted work), preventive maintenance programs (e.g., complete narrative description, service intervals, inspection and service documents, compliance with NJ TRANSIT and Original Equipment Manufacturer standards, separate HVAC maintenance program, handling of deferred maintenance, separate revenue collection equipment maintenance program, maintenance record keeping program), use of OEM parts and components, adequate supply of parts inventory, warranty procedures, fleet interior and exterior cleaning program, adequacy of the proposed facility to perform the required maintenance work and the entire scope of the operation to be performed at the facility (e.g., size, vehicle capacity and maneuverability, equipped to handle the intended work, use of facility for other operations, Environmental Protection Agency and Department of Environmental Protection violations, adequate fire protection system, proper ventilation, adequate space for repair bays, body shop, parts inventory storage, fueling, offices, parking space, security), adequate

systems for fueling and bulk fluids storage, and a system for bus washing to ensure that the buses will be properly cleaned.

2. Scoring Requirements

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

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

3. Negotiations

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

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

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

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

4. Approval and Award

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

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

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

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

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

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

E. Debriefing and Dispute Process:

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

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

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

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

In the event the service is awarded to NJ TRANSIT Bus Operations, any unsuccessful Proposer may seek judicial review of the final agency action of NJ TRANSIT by filing the appropriate appeal with the Superior Court of New Jersey, Appellate Division as provided by R. 2:2-3 (a)(2) of the Rules Governing the Courts of the State of New Jersey and applicable law thereunder.

F. Open Public Records Act

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

The Proposer must provide a detailed statement clearly identifying those sections of the Proposal that it claims are exempt from production, and the legal and factual basis that support said exemption(s) as a matter of law. Assertions that the entire Proposal, and/or prices contained therein, are exempt from public

disclosure under OPRA, the common law, or the U.S. Copyright Act are overbroad and will not be honored by NJ TRANSIT.

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

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

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

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

The Letter of Engagement resulting from this Engagement Query is subject to the requirements of Executive Order No. 166. Accordingly, the OSC will post a copy of the Letter of Engagement, including the Engagement Query, the winning proposer's proposal and other related contract documents for the above contract on the GDRO Transparency website.

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

The State reserves the right to make the determination regarding what is proprietary or confidential and will advise the winning Proposer accordingly. The State will not honor any attempt by a winning Proposer to designate its entire

Proposal as proprietary or confidential and will not honor a claim of copyright protection for an entire Proposal. In the event of any challenge to the winning Proposer's assertion of confidentiality with which the State does not concur, Proposer shall be solely responsible for defending its designation.

III. TRANSPORTATION SERVICES

A. Standards of Service:

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

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

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

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

B. Regular Route Bus Service Routes:

Hudson County Local Bus Service

<u>Route No.</u>	<u>Route Name</u>
2	Jersey City / Journal Square / Secaucus
84	North Bergen / Jersey City / Secaucus
88	North Bergen / Jersey City / Secaucus

North Hudson Local Bus Service

<u>Route No.</u>	<u>Route Name</u>
22	North Bergen / Union City / Hoboken
23	North Bergen / Weehawken - Port Imperial / Hoboken
86	Union City / Jersey City / Newport Mall
89	North Bergen / Hoboken

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

C. Schedules:

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

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

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

D. Missed Trips:

1. Missed Trips Defined

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

- a. Any scheduled trip which does not commence within twenty (20) minutes of the time designated for the start of that trip (as denoted on the printed public timetable supplied by NJ TRANSIT); or
- b. Any scheduled trip, which fails to arrive at its scheduled final destination point for that trip (as denoted on the printed public timetable supplied by

NJ TRANSIT) within twenty (20) minutes of the scheduled time of its arrival at said point.

2. Assessment of Damages for Missed Trips:

- a. Missed trips as described in D(1) above, which are properly and timely reported in the Daily Report of Operations, by the Carrier to NJ TRANSIT will be assessed damages in the amount of \$150.00 per trip.
- b. Missed trips as described in D(1) above, which are **not** properly and timely reported in the Daily Report of Operations by the Carrier to NJ TRANSIT will be assessed damages in the amount of \$300.00 per trip.
- c. Carrier will receive reports at a frequency to be determined by NJ TRANSIT depicting the trips missed as per NJ TRANSIT's electronic vehicle monitoring system(s). Any disputes of the missed trips, as reported by the system(s), will be brought to the attention of Private Carrier Affairs in writing within three (3) business days by the Carrier along with evidence of the completion of the disputed trip(s). Upon research and verification of the completion of the disputed trip(s), NJ TRANSIT Private Carrier Affairs will note the discrepancy and credit the Carrier for the completion of said trip(s). Trips that appear on the reports that are not disputed by the Carrier in writing within three (3) business days of receipt of report will be considered as having been confirmed as missed by the Carrier, and are expected to be recorded on the Carrier's Daily Report of Operations and/or included on the Monthly Report of Operations, and will be assessed in accordance with sections a and b above.
- d. Assessments made for missed trips shall be automatically deducted by NJ TRANSIT from the Carrier's payments. Should the Carrier contest such assessments, an appeal shall be made pursuant to the dispute resolution provision as outlined in Part C (10) of **Appendix A, Agreement for Operating Motor Bus Passenger Service and for Equipment Lease/Sublease.**

3. Assessment of Damages for Driver Log-In Violations

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

- a. Logging into the system in "manual mode" should only occur when authorized by NJ Transit, Private Carrier Affairs for reasons such as database discrepancies, timely reported equipment malfunctions, or system malfunctions out of the control of the Carrier. Additionally, the

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

- b. Proper and timely logging in to the on-board vehicle service information system is required for all revenue service operations. Carrier must train all drivers in the proper use of the equipment and must ensure they are properly logged into their assigned work as required by NJ TRANSIT. Failure by the driver to log into the system when in service shall result in the damage assessment as described above.
- c. All on-board equipment must be checked to ensure it is operational prior to the driver departing the dispatch facility. Any equipment that is not operational must be reported to dispatch immediately. If there is a mechanical malfunction that prevents the driver from logging into the vehicle service information system as required, the vehicle, whenever possible, should be reassigned and repaired prior to being used in service. NJ TRANSIT Private Carrier Affairs must be notified in writing by e-mail immediately so repairs of the system can be scheduled. If putting that vehicle into an out of service state awaiting repairs causes a disruption of the service, the Carrier may authorize the driver to operate the run, notify NJ TRANSIT Private Carrier Affairs in writing, and document, in detail, the authorized operation of that vehicle on the Daily Report of Operations. Any trips made prior to the notification of the defect to NJ TRANSIT Private Carrier Affairs, may be subject to the driver log-in violation penalties as detailed above.

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

4. Daily Report of Operations

The Carrier shall prepare in writing and forward to NJ TRANSIT, on the forms set forth by NJ TRANSIT and attached as **Exhibit H**, a daily report of operations, which shall include a report of all missed trips identified from the prior day's operation by the 7th Calendar Day of each month. If no missed bus trips occurred, the Carrier 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 Carrier, such causes must be noted by the Carrier on the daily report of operations. NJ TRANSIT shall consider the causes listed by the Carrier on a case by case basis and shall notify the Carrier of any assessment to be imposed as a result of such review.

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

5. **Monthly Report of Operations**

In addition, the Carrier shall submit the Monthly Report of Operations to NJ TRANSIT by the seventh (7th) Calendar Day of each calendar month. The Monthly Report of Operations shall include a summary of each and every “missed” bus trip which occurred during the preceding month, including the dates and times of all such missed trips and the cause of the missed trip. If no “missed” trips occurred, the Carrier is required to indicate this fact on the Monthly Report of Operations. The Carrier’s Senior Vice President (SVP, or Chief Financial Officer (CFO) or duly authorized designee will be required to sign off and attest to the following clause which will be included on each monthly report of operations submitted to NJ TRANSIT, Private Carrier Affairs stating “I hereby certify, under perjury, that the information contained within this report is accurate to the best of my knowledge and that operated service statistics are fully supported by company records. I recognize that payment for services is subject to adjustment resulting from any subsequent audit by NJ TRANSIT.”

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

E. **Hiring and Training Process**

1. **Employee Requirements**

The Carrier shall have complete control over the employment of all personnel required to provide the service as outlined in Section III and detailed further in **Exhibits A and B**. The Proposer will provide NJ TRANSIT with a plan detailing the type and number of employees required to provide this service. The plan must include supervisory and management personnel requirements as well as requirements for drivers, mechanics, cleaners, clerical workers,

etc. Driver requirements must, at a minimum, meet the requirements specified in **Exhibit I**. In addition, all drivers utilized by the Carrier in the operation of this service must be capable of speaking, reading, writing, and understanding the English language. If a driver is found to be incapable of speaking, reading, writing, and understanding the English language, NJ TRANSIT may require that the driver be removed from providing service on the contracted routes.

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

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

2. Driver Training

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

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

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

contract must be provided with a copy of the Carrier's written safety and operating rules.

3. Non-Driver Personnel:

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

- a. **Project Manager:** The on-site individual responsible for the performance of all aspects of this service. This individual must have recent and relevant direct experience managing regularly scheduled, fixed route transit service similar in scope and complexity to that which is outlined in this Proposal. This individual must be assigned on a full-time basis to this service.
- b. **Operations Supervisor:** This person must be responsible for the performance of the fleet and will be authorized to make operational decisions in the Project Manager's absence. This individual must have recent and relevant direct experience managing regularly scheduled, fixed route transit service similar in scope and complexity to that which is outlined in this Proposal. This individual must be assigned on a full-time basis to this service.
- c. **Dispatcher(s):** Must be familiar with all contractual and operational requirements relating to the provision of the service, driver conduct and proper documentation of all service-related activity. A dispatcher must be on duty at the garage location any time the service outlined in the Proposal is being operated. This individual must be assigned on a full-time basis to this service.
- d. **Road Supervisor/Trainer:** The Proposer must allocate a sufficient number of personnel in this position to maintain an adequate driving force and perform road supervision and driver re-training. It is not acceptable to suspend on-road supervision during periods of intense driver training. Road supervisory duties are to include, but not be limited to, the following:
 - (1) Oversee a formalized program of on-road, both planned and random, supervision and evaluation of driver performance; and
 - (2) Accident and incident investigation.

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

- e. **Class “A” and “B” Mechanics:** Must hold all licenses and certifications necessary for his/her duties. The assigned individuals must be able to demonstrate prior experience with diesel buses, automatic transmissions, and wheelchair lift maintenance. A class “A” mechanic must be able to independently make any and all repairs to assigned equipment without aid or supervision and must also be able to manage the shop independently. A Class “B” mechanic must be capable of making any and all repairs to equipment assigned but requiring supervision for major repairs.
- f. **Utility Person/Cleaner:** Primary responsibilities include servicing vehicle fluids, cleaning, and other chores assigned by the garage supervisor.
- g. **Administrative/Clerical:** Carrier shall have adequate full time administrative/clerical staff to provide full support as required by the Agreement.

F. Road Supervision

The contracted service provided by the Carrier shall be supervised by the Carrier's supervisors who will monitor the performance of the system with respect to schedule adherence, driver conformity to the Carrier's rules and regulations, driver adherence to the specified route and accident investigations. Supervisors will maintain data sheets and will file reports of their findings. Such data sheets and reports will be made available to NJ TRANSIT during the term of the contract and for a period of one (1) year beyond termination of the contract.

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

G. Security Clearances

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

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

H. **Fare System and Zone Structure**

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

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

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

I. **Information**

1. **Schedules**

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

2. Advertising and Marketing

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

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

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

3. Phone Services:

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

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

IV. EQUIPMENT AND MAINTENANCE

A. Equipment

1. Revenue Vehicles

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

to the bid deadline. The Carrier will accept the buses in "as is, where is" condition.

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

2. Communications

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

B. Maintenance

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

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

The Carrier is permitted to operate buses under the Agreement for Operating Motor Bus Passenger Service and for Equipment Lease/Sublease (**Appendix A**) with rented tires or rented batteries, but retreaded tires are **not** permitted on the

front axle of any leased equipment under any condition. NJ TRANSIT may order tires removed when tread depth, sidewall deteriorations, or deep cuts are deemed to make further operation unsafe. The Carrier shall not tamper with or remove any unit of leased equipment without first notifying NJ TRANSIT in writing.

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

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

C. Parts Inventory

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

D. Facilities

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

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

The Proposer must provide complete details about any other operations conducted from this facility. Any material change in the character or extent of

those operations during the contract period must be communicated to NJ TRANSIT at least thirty (30) Calendar days in advance of implementation. A site drawing and the facility owner's name must be included in the Technical Proposal.

E. Inspections

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

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

V. FINANCE AND LEGAL

A. Revenue and Collections

1. Equipment:

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

2. Fare Collection

All revenue collected by the Carrier and all monies earned by the Carrier or owed to the Carrier in providing the service shall be the property of NJ TRANSIT and shall be transferred to NJ TRANSIT without delay. It is the Carrier's exclusive responsibility to account for and safeguard this revenue,

which is the property of NJ TRANSIT. The Carrier shall also be responsible to account for the use of monthly bus passes, monthly bus cards, and tickets.

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

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

B. Reporting Requirements

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

C. Payment Terms

During the term of the Agreement for Operating Motor Bus Passenger Service & Equipment Lease/Sublease, the Carrier shall submit to NJ TRANSIT, by the seventh (7th) Calendar Day of each calendar month, a Monthly and Daily Report of Operations as outlined in **Exhibit H**, setting forth the operational statistics as defined in **Exhibits A, B, C and H** relating to the preceding calendar month. Within twenty (20) days from the receipt of this statement, NJ TRANSIT shall, subject to the availability of funds, pay to the Carrier an amount in accordance with **Exhibit M** attached hereto, less all damages assessed against the Carrier. Failure by the Carrier to submit the reports required in **Exhibit H**, will result in the withholding of payment until such reports are received. Each month's payment shall represent payment for the service provided by the Carrier during the preceding calendar month.

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

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

D. Audit Process

Consistent with N.J.S.A. 52:15C-14 and N.J.A.C. 17:44-2.2, the Carrier shall maintain all documentation related to the products, transactions, or services it provides under this Agreement for a period of five (5) years following the termination of this Agreement. Documentation shall be made available with

prompt access, which shall not be more than five (5) business days, to NJ TRANSIT, the State of New Jersey, the New Jersey Office of the State Comptroller, the USDOT, the FTA, and the Comptroller of the United States and the duly authorized representatives of each upon written, which includes email, request to inspect and audit the documentation.

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

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

The Carrier shall permit NJ TRANSIT, the State of New Jersey, the New Jersey Office of the State Comptroller, the USDOT, the FTA, and the Comptroller of the United States and the duly authorized representatives of each to inspect all vehicles, equipment, leased or subleased by NJ TRANSIT, as part of this Agreement, and all transportation services rendered by the Carrier by use of such equipment, including all relevant data and records.

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

E. Legal and Regulatory Requirements

1. Remedies

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

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

The remedies in this specification provided in favor of NJ TRANSIT shall not be deemed exclusive but shall be cumulative and shall be in addition to all other remedies in its favor existing at law or in equity. The Carrier agrees to waive any mandatory requirements of law, which might limit or modify any of

the remedies provided herein, to the extent that such waiver is permitted by law. The failure of NJ TRANSIT to exercise the rights granted it hereunder upon any occurrence of any of the contingencies set forth shall not constitute a waiver of such right upon recurrence of the contingency.

2. Nondiscrimination/Title VI

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

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

3. New Jersey Conscientious Employee Protection Act

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

- a. The employee discloses, or threatens to disclose, to a supervisor or a public body, a policy, activity, or practice of the employer that the employee reasonably believes is unlawful;
- b. The employee provides information to, or testifies before, a public body conducting an investigation or inquiring into the employer's violations of a law, rule, or regulation; or,
- c. The employee objects to, or refuses to participate in, any activity, policy, or practice which the employee reasonably believes is unlawful, fraudulent, or criminal, or incompatible with a clear mandate of public policy concerning public health, safety, or welfare.

4. Americans with Disabilities Act (ADA)

The Carrier agrees that the provisions of the Americans with Disabilities Act (ADA) (P.L. 101-336, 42 U.S.C. § 12101 et seq.) and the rules and regulations promulgated pursuant thereto (49 CFR 37.161-173, 38.21-39, 38.151-159 and 29 CFR 1630.1 et seq.) are made part of this RFP Document and are binding upon it. The Carrier shall indemnify, protect and save harmless NJ TRANSIT, its officers, agents and employees and each and every one of them

against all suits, claims, penalties and costs of every kind and description to which NJ TRANSIT may be subjected to by the Carrier's failure to comply with the ADA and the rules and regulations promulgated pursuant thereto.

Of particular concern to NJ TRANSIT is the denial by the Carrier of a request for accessible service. Failure to provide accessible service will result in the assessment of damages in the amount of \$150.00 per occurrence.

The following conditions will be considered cause for such assessment:

- a. Deploying a bus with an inoperable lift.
- b. Bus operators not trained in the use of lifts.
- c. Inability to deploy lift equipped vehicles due to inoperable lift;
- d. Operator failing to provide assistance to passengers with disabilities when requested;
- e. Operator failing to make bus announcements of major stops and intersections;
- f. Operator by-passing a passenger with a disability; and
- g. Operator rude to a passenger with a disability.

5. Drug and Alcohol Testing

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

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

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

6. Required Forms

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

Appendix B	-	Technical Proposal Package
Appendix C	-	Cost Proposal Package
Appendix D	-	Certification of Contracts, Grants, Loans & Cooperative Agreements (Byrd Anti-Lobbying Certification)
Appendix E	-	Department of Transportation Title VI Assurance
Appendix F	-	Acknowledgement of Receipt of Addenda
Appendix G	-	Notice of Intent to Propose Form
Appendix H	-	New Jersey Transit Corporation DBE Requirements for Race-Conscious Federal Procurement Activities (DBE Forms)*
Appendix I	-	Certification of No Tax Liability or Felony Conviction
Appendix J	-	Ownership Disclosure Form
Appendix K	-	Intentionally Left Blank
Appendix L	-	Affidavit of Compliance with NJ TRANSIT’s Code of Ethics for Vendors and State of New Jersey Ethics Laws
Appendix M	-	Disclosure of Investment Activities in Iran*
Appendix N	-	Non-Collusion Affidavit
Appendix O	-	Certification of Eligibility
Appendix P	-	Source Disclosure Form*
Appendix Q	-	Statement of Joint Venture for Professional Services (if applicable)

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

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

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

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

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

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

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

G. Disadvantaged Business Enterprise (DBE) Goal Assignment

As an aid in meeting the commitment of its Disadvantaged Business Enterprise (DBE) Program, NJ TRANSIT has assigned a **2.5% Race Conscious DBE goal** for this project. Proposers shall seek DBE participation under the Federal Program 49 CFR Part 26. All NJ Unified Certification Program (NJUCP) certified DBE firms, including suppliers, are eligible to participate in this contract.

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

H. DBE Program Compliance Requirements

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

For this Contract, the Proposer shall identify all DBE and non-DBE subcontractors/ subconsultants, and suppliers proposed to participate in and those solicited for this Contract, and shall complete and submit the mandatory DBE Forms A, A1, A2, and B. The Proposer shall also print and submit the DBE firm's current DBE Certification Profile from the NJUCP DBE Business Directory at <https://njucp.dbesystems.com>. Additionally, the Proposer shall submit any applicable supplemental forms (AA, AA1, AA2, BB, DBE Certification Profile, and D). All required DBE forms and Certification Profiles shall be submitted by the Proposer with its Cost Proposal or within five (5) Calendar Days after the Cost Proposal due date. However, Proposers are strongly encouraged to submit all mandatory documents with the Proposal to prevent delay of the Contract award. Proposers shall review carefully and complete the forms entirely, with no blank fields.

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

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

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

Melisa Campusano
Senior Business Development Specialist, Compliance Operations
EMAIL: mcampusano@njtransit.com

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

I. Equal Employment Opportunity Requirements

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

1. In the hiring of persons for the performance of work under this Contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this Contract, no Carrier, nor any person acting on behalf of such Carrier or subconsultant, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
2. No Carrier, subconsultant, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this Contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such Contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
3. There may be deducted from the amount payable to the Carrier by the contracting public agency, under this Contract, a penalty of \$50.00 for each person for each Calendar Day during which such person is discriminated against or intimidated in violation of the provisions of the Contract; and
4. This Contract may be canceled or terminated by the contracting public agency and all money due or to become due hereunder may be forfeited, for the violation of this section of the Contract occurring after notice to the Carrier from the contracting public agency of any prior violation of this section of the Contract.

J. Business Registration Certificate

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

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

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

During the course of contract performance:

1. The Carrier shall not enter into a Contract with a Subconsultant/Subcontractor unless the Subconsultant/Subcontractor first provides the Carrier with a valid proof of Business Registration.
2. The Carrier shall maintain and submit to NJ TRANSIT (the Contracting Agency) a list of Subconsultants/Subcontractors and their addresses that may be updated from time to time.
3. The Carrier and any Subconsultant providing goods or performing services under the Contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609) 292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a Business Registration as required, or that provides false Business Registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of Business Registration not properly provided under a contract with NJ TRANSIT (the Contracting Agency).

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

K. Contractor's Certification of Eligibility

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

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

L. Equal Pay Act

Pursuant to N.J.S.A. 34:11-56.14, any employer, regardless of the location of the employer, who enters into a contract with a public body to perform qualifying

services to the public body shall provide a report to the Commissioner of the New Jersey Department of Labor and Workforce Development, in a form promulgated by the Commissioner, of information regarding the compensation and hours worked by employees categorized by gender, race, ethnicity and job category. Information regarding the Diane B. Allen Equal Pay Act and its requirements may be obtained from the New Jersey Department of Labor and Workforce Development (LWD) web site at: <https://nj.gov/labor/equalpay/equalpay.html> LWD forms may be obtained from the online web site at:

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

M. Ownership Disclosure

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

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

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

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

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

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

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

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

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

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

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

O. Disclosure of Investment Activities in Iran

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

Failure to complete and submit this certification prior to the execution of the Contract will preclude Contract award to the prospective awardee.

P. Joint Venture

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

Q. Intentionally Left Blank

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

S. Certification of No Tax Liability or Felony Conviction

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

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

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

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

NEW JERSEY TRANSIT REQUEST FOR PROPOSALS

RFP NO. 21-048A HUDSON COUNTY LOCAL BUS SERVICE

**RFP NO. 21-048B NORTH HUDSON COUNTY LOCAL BUS
SERVICE**

EXHIBITS

NEW JERSEY TRANSIT REQUEST FOR PROPOSAL

NO. 21-048A

HUDSON COUNTY LOCAL BUS SERVICE

EXHIBIT A-1

ROUTE DESCRIPTION

2	Jersey City / Journal Square / Secaucus
84	North Bergen / Jersey City / Secaucus
88	North Bergen / Jersey City / Secaucus



ROUTE DESCRIPTION FOR:

**2 JERSEY CITY – JOURNAL SQUARE -
SECAUCUS**

***Elimination of Service North on Enterprise Avenue
North & American Way due to road blockage.***

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ISSUED: January 11, 2014

NJ TRANSIT
ROUTE DESCRIPTION
2 JERSEY CITY – JOURNAL SQUARE - SECAUCUS

REGULAR SERVICE, Secaucus to Jersey City

*FARE ZONE 2 – Beginning at the layover location at Secaucus Junction, **Secaucus***

C	on	Laurel Hill Drive South
L	on	New Jersey Turnpike Access Road
C	on	Seaview Drive
R	on	Meadowlands Parkway
R	on	American Way
R	on	Enterprise Avenue North
R	on	Secaucus Road
R	on	Hartz Way
L	on	American Way
R	on	Meadowlands Parkway
R	on	10 th Street
BL	on	10 th Street
R	on	Front Street
L	on	Humboldt Street
R	on	Paterson Plank Road
R	on	County Avenue
L	on	County Road

FARE ZONE 2/1 BREAK – Beginning on County Road at Secaucus/Jersey City border

Entering Jersey City

CR	on	Jughandle to Manhattan Avenue
L	on	Manhattan Avenue
R	on	JFK Boulevard
BL	on	Bergen Avenue/Journal Square
L	on	Sip Avenue
L	into	Journal Square Transportation Center – Platform C-1

REGULAR SERVICE, Jersey City to Secaucus

*FARE ZONE 1 – Beginning in Journal Square Transportation Center, Platform C-1, **Jersey City***

L	on	Pavonia Avenue
R	on	JFK Boulevard
L	on	Manhattan Avenue
R	on	Tonnelle Avenue
BR	on	Jughandle to County Road
C	on	County Road

FARE ZONE 1/2 BREAK – Beginning on County Road at Jersey City/Secaucus border

Entering Secaucus

R	on	County Avenue
L	on	Paterson Plank Road
L	on	Humboldt Street

NJ TRANSIT
ROUTE DESCRIPTION
2 JERSEY CITY – JOURNAL SQUARE - SECAUCUS

R	on	Front Street
L	on	10 th Street
R	on	10 th Street
L	on	Meadowlands Parkway
L	on	American Way
R	on	Hartz Way
L	on	Secaucus Road
L	on	Enterprise Avenue North
L	on	American Way
L	on	Meadowlands Parkway
L	on	Seaview Drive
C	on	New Jersey Turnpike Access Road
R	on	Laurel Hill Drive South to Secaucus Junction

SECAUCUS ROAD SERVICE (R), Secaucus to Jersey City

*FARE ZONE 2 – Leaving the Regular Service, Secaucus to Jersey City on American Way at Enterprise Avenue North, **Secaucus***

R	on	Enterprise Avenue North
L	on	Secaucus Road

FARE ZONE 2/1 BREAK – Beginning on Secaucus Road at Secaucus/Jersey City border

Entering Jersey City

R	on	JFK Boulevard
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Rejoining the Regular Service, Secaucus to Jersey City

SECAUCUS ROAD SERVICE (R), Jersey City to Secaucus

*FARE ZONE 1 – Leaving the Regular Service, Jersey City to Secaucus on JFK Boulevard at Manhattan Avenue, **Jersey City***

C	on	JFK Boulevard
L	on	Secaucus Road

FARE ZONE 1/2 BREAK – Beginning on Secaucus Road at Jersey City/Secaucus border

Entering Secaucus

Rejoining the Regular Service, Jersey City to Secaucus

POST OFFICE SERVICE (P), Secaucus to Jersey City

*FARE ZONE 1 – Leaving the Regular Service, Secaucus to Jersey City on County Road at 2nd entrance to USPS Bulk Mail Facility driveway, **Jersey City***

L	on	2 nd entrance to USPS Bulk Mail Facility driveway
C	thru	Postal Facility parking lot to designated bus stops at the Bulk & International Employee entrances
C	thru	Parking lot back to County Road

NJ TRANSIT
ROUTE DESCRIPTION
2 JERSEY CITY – JOURNAL SQUARE - SECAUCUS

L on County Road
Rejoining the Regular Service, Secaucus to Jersey City

POST OFFICE SERVICE (P), Jersey City to Secaucus

*IN FARE ZONE 1 – Leaving the Regular Service, Jersey City to Secaucus on County Road at 1st entrance to USPS Bulk Mail Facility driveway, **Jersey City***

R on 1st entrance to USPS Bulk Mail Facility driveway
C thru Postal Facility parking lot to designated bus stops at the Bulk & International Employee entrances
C thru Parking lot back to County Road
R on County Road

Rejoining the Regular Service, Jersey City to Secaucus

SERVICE TO JOURNAL SQUARE, between 11:01 PM - 4:29 AM

*FARE ZONE 1 – Leaving the Regular Service, Secaucus to Jersey City on JFK Boulevard at Pavonia Avenue, **Jersey City***

L on Pavonia Avenue
R into Journal Square Transportation Center, Platform B-1

SERVICE FROM JOURNAL SQUARE, between 11:01 PM - 4:29 AM

*FARE ZONE 1 – Beginning in Journal Square Transportation Center, Platform B-1, **Jersey City***

R on Sip Avenue
R on Journal Square/Bergen Avenue
C on JFK Boulevard

Rejoining the Regular Service, Jersey City to Secaucus



ROUTE DESCRIPTION FOR:

84 BERGENLINE-PARK AVENUES

Palisade Avenue detour is completed

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ISSUED: September 2, 2016

NJ TRANSIT
ROUTE DESCRIPTION
84 NORTH BERGEN – JERSEY CITY – JOURNAL SQUARE

REGULAR SERVICE, North Bergen to Jersey City

FARE ZONE 2 - Beginning at Bergenline Avenue and Kennedy Boulevard, **North Bergen**

L on Kennedy Boulevard
L on First Avenue
L on 90th Street
R on Bergenline Avenue

Entering Guttenberg

Entering West New York

Entering Union City

C on Bergenline Avenue
L on 2nd Street
R on Palisade Avenue

FARE ZONE 2/1 BREAK - Beginning at Palisade Avenue and Paterson Plank Road

Entering Jersey City

C on Palisade Avenue
R on Newark Avenue
L on Central Avenue
L on Summit Avenue
R on Sip Avenue

R into Journal Square Transportation Center, **Platform C-3**

REGULAR SERVICE, Jersey City to North Bergen

FARE ZONE 1 - Beginning at Journal Square Transportation Center, **Platform C-3 Jersey City**

L on Pavonia Avenue
R on JFK Boulevard
R on Newark Avenue
L on Palisade Avenue

Entering Union City

FARE ZONE 1/2 BREAK - Beginning Palisade Avenue and Paterson Plank Road

L on Paterson Plank Road
R on New York Avenue
L on 48th Street
R on Bergenline Avenue

Entering West New York

Entering Guttenberg

Entering North Bergen

C on Bergenline to 91st Street

**NJ TRANSIT
ROUTE DESCRIPTION
84 NORTH BERGEN – JERSEY CITY – JOURNAL SQUARE**

PARK AVENUE SERVICE (P), North Bergen to Jersey City

IN FARE ZONE 2 - Leaving the regular service, North Bergen to Jersey City at Bergenline Avenue and 79th Street, **North Bergen**

L on 79th Street
R on Broadway
L on 75th Street
R on Park Avenue
C on Pleasant Ave

Entering Guttenberg

Entering West New York

Entering Weehawken

R on Cantello Street
C on 31st Street

Entering Union City

R on 32nd Street
L on Bergenline Avenue

Rejoining the regular service, North Bergen to Jersey City

PARK AVENUE SERVICE (P), Jersey City to North Bergen

IN FARE ZONE 2 - Leaving the regular service, Jersey City to North Bergen at New York Avenue and 30th Street, City of Union City

R on 30th Street

Entering Weehawken

BR on Hackensack Plank Road
L on Pleasant Avenue
C on Park Avenue

Entering West New York

Entering Guttenberg

Entering North Bergen

C on Park Avenue
L on 77th Street
R on Bergenline Avenue to 91st Street **North Bergen**

**NJ TRANSIT
ROUTE DESCRIPTION
84 NORTH BERGEN – JERSEY CITY – JOURNAL SQUARE**

SERVICE TO JOURNAL SQUARE, 11:01PM AND 4:29AM

FARE ZONE 1 - Leaving the regular service, North Bergen to Jersey City on Central Avenue at Pavonia Avenue, **Jersey City**

R on Pavonia Avenue
L into Journal Square Transportation Center- **Platform B-3 Jersey City**

SERVICE FROM JOURNAL SQUARE, 11:01PM AND 4:29AM

FARE ZONE 1 - Beginning at Journal Square Transportation Center, **Platform B-3, Jersey City**

R on Sip Avenue
R on Journal Square/Bergen Avenue
R on Pavonia Avenue
L on Baldwin Avenue
R on Beacon Avenue
L on Palisade Avenue

Rejoining the regular service, Jersey City to North Bergen

NUNGESSERS TURN AROUND, Deadhead ONLY

L on JFK Boulevard
L on 1st Avenue
L on 90th Street
R on Bergenline Avenue



ROUTE DESCRIPTION FOR:

**88 NORTH BERGEN – JERSEY CITY –
JOURNAL SQUARE**

NEW CENTRAL AVENUE SERVICE

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ISSUED: NOVEMBER 7, 2011

**NJ TRANSIT
ROUTE DESCRIPTION
88 NORTH BERGEN – JERSEY CITY – JOURNAL SQUARE**

REGULAR SERVICE, North Bergen to Jersey City

*FARE ZONE 2 – Beginning on Bergenline Avenue (northbound) at JFK Boulevard (Nungessers), **North Bergen***

L on JFK Boulevard

C on JFK Boulevard

FARE ZONE 2/1 BREAK – on JFK Boulevard at 8th Street

Entering Jersey City

C on JFK Boulevard

BL on Bergen Avenue at Journal Square

L on Sip Avenue

L into Journal Square Transportation Center – Platform C-4

REGULAR SERVICE, Jersey City to North Bergen

*FARE ZONE 1 – Beginning in Journal Square Transportation Center – Platform C-4, **Jersey City***

L on Pavonia Avenue

R on JFK Boulevard

C on JFK Boulevard

Entering Union City

FARE ZONE 1/2 BREAK – on JFK Boulevard at 8th Street

Entering West New York

Entering Guttenberg

Entering North Bergen

R on First Avenue

L on 90th Street

L on Bergenline Avenue to end of line at JFK Boulevard

CENTRAL AVENUE SERVICE (C), North Bergen to Jersey City

*IN FARE ZONE 1 – Leaving the regular service, North Bergen to Jersey City on JFK Boulevard at 5th Street, **Jersey City***

L on 5th Street

R on Paterson Plank Road

R on Central Avenue

R on Hoboken Avenue

L on Summit Avenue

R on Sip Avenue

R into Journal Square Transportation Center – Platform C-4

**NJ TRANSIT
ROUTE DESCRIPTION
88 NORTH BERGEN – JERSEY CITY – JOURNAL SQUARE**

CENTRAL AVENUE SERVICE (C), Jersey City to North Bergen

*FARE ZONE 1 – Beginning in Journal Square Transportation Center – Platform C-4,
Jersey City*

R	on	Pavonia Avenue
L	on	Summit Avenue
R	on	Hoboken Avenue
L	on	Central Avenue
L	on	Paterson Plank Road
L	on	5 th Street
R	on	JFK Boulevard

Rejoining the regular service, Jersey City to North Bergen

**SERVICE TO/FROM JOURNAL SQUARE TRANSPORTATION CENTER, Between
11:01 PM TO 4:29 AM**

To Journal Square:

*IN FARE ZONE 1 – Leaving the regular service, North Bergen to Jersey City on JFK
Boulevard at Pavonia Avenue, Jersey City*

L	on	Pavonia Avenue
R	into	Journal Square Transportation Center – Platform B-4

To North Bergen:

*IN FARE ZONE 1 – Beginning in Journal Square Transportation Center – Platform B-4,
Jersey City*

R	on	Sip Avenue
R	on	Journal Square
C	on	JFK Boulevard

Rejoining the regular service, Jersey City to North Bergen

NEW JERSEY TRANSIT REQUEST FOR PROPOSAL

NO. 21-048B

NORTH HUDSON LOCAL BUS SERVICE

EXHIBIT A-2

ROUTE DESCRIPTION

22	North Bergen / Union City / Hoboken
23	North Bergen / Weehawken – Port Imperial / Hoboken
86	Union City / Jersey City / Newport Mall
89	North Bergen / Hoboken



ROUTE DESCRIPTION FOR:

**22 NORTH BERGEN – UNION CITY -
HOBOKEN**

Correction to pattern header

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ISSUED: SEPTEMBER 3, 2011

**NJ TRANSIT
ROUTE DESCRIPTION
22 NORTH BERGEN – UNION CITY - HOBOKEN**

REGULAR SERVICE, North Bergen to Hoboken

*FARE ZONE 2 – Beginning on Bergenline Avenue (southbound) at 90th Street (Nungessers), **North Bergen***

C on Bergenline Avenue

Entering Guttenberg

Entering West New York

Entering Union City

L on 22nd Street

R on Palisade Avenue

Entering Jersey City

L on Paterson Plank Road

L on Manhattan Avenue (South Wing Viaduct)

Entering Union City

R on 14th Street

Entering Hoboken

FARE ZONE BREAK 2/1 – on 14th Street at Willow Avenue

R on Washington Street

L on Observer Highway

C into Hoboken Terminal

REGULAR SERVICE, Hoboken to North Bergen

*FARE ZONE 1 – Beginning in Hoboken Terminal, Lane 1, **Hoboken***

C on Observer Highway

R on Washington Street

L on 14th Street

FARE ZONE BREAK 1/2 – on 14th Street at Willow Avenue

Entering Union City

L on Manhattan Avenue (South Wing Viaduct)

R on Paterson Plank Road

R on Palisade Avenue

L on 22nd Street

R on New York Avenue

L on 47th Street

R on Bergenline Avenue

Entering West New York

Entering Guttenberg

Entering North Bergen

C to End of line on Bergenline Avenue at JFK Boulevard (Nungessers)

NUNGESSERS TURN AROUND, Deadhead ONLY

**NJ TRANSIT
ROUTE DESCRIPTION
22 NORTH BERGEN – UNION CITY - HOBOKEN**

L on JFK Boulevard
L on 1st Avenue
L on 90th Street
R on Bergenline Avenue

EXPRESS SERVICE (X), Union City to Hoboken

*FARE ZONE 2 – Beginning in Bergenline Avenue HBLR Station, Lane 1, **Union City***

R on 49th Street
R on Bergenline Avenue
L on 22nd Street
R on Palisade Avenue

Entering Jersey City

FARE ZONE BREAK 2/1 – on Palisade Avenue at Paterson Plank Road

L on Congress Street
R on Paterson Plank Road

Entering Hoboken

C on Paterson Avenue
L on Observer Highway
C on Newark Street
R on Willow Avenue
L on Observer Highway
C into Hoboken Terminal

EXPRESS SERVICE (X), Hoboken to Union City

*FARE ZONE 1 – Beginning in Hoboken Terminal, Lane 1, **Hoboken***

C on Observer Highway
BL on Newark Avenue
R on Jackson Street
L on Paterson Avenue

Entering Jersey City

C on Paterson Plank Road
L on Congress Street
R on Palisade Avenue

FARE ZONE BREAK 1/2 – on Palisade Avenue at Paterson Plank Road

Entering Union City

L on 22nd Street
R on New York Avenue
L on 47th Street
R on Bergenline Avenue
L into Bergenline Avenue HBLR Station, Lane 1



ROUTE DESCRIPTION FOR:

**23 NORTH BERGEN – WEEHAWKEN –
HOBOKEN**

*Route extended by one more bus stop (closer to
Bergenline Avenue)*

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ISSUED: January 9, 2016

**NJ TRANSIT
ROUTE DESCRIPTION
23 NORTH BERGEN – WEEHAWKEN – HOBOKEN**

REGULAR SERVICE, North Bergen to Weehawken

*FARE ZONE 2 – Beginning northbound on Bergenline Avenue at JFK Boulevard (Nungessers), **North Bergen***

C on Bergenline Avenue
R on Woodcliff Avenue
BR on Boulevard East

Entering Guttenberg

Entering West New York

Entering Weehawken

L on Pershing Road
L on Arthurs Landing Road
L on 1st Access Road towards Port Imperial Boulevard
R on Port Imperial Boulevard
CR on Access Road to Port Imperial Ferry Terminal to end of line at bus stop signed for NJ TRANSIT Route No. 23

REGULAR SERVICE, Weehawken to North Bergen

*FARE ZONE 2 – Beginning at the NJ TRANSIT bus stop on the Access Road at Port Imperial Ferry Terminal, **Weehawken***

C on Access Road
L on 2nd Access Road towards Port Imperial Boulevard
L on Port Imperial Boulevard
BR on Access Road for Port Imperial Hudson-Bergen Light Rail Station
R on Port Imperial Boulevard
L on Carlyle Court
L on Arthurs Landing Road
L on Pershing Road
R on Boulevard East

Entering West New York

Entering Guttenberg

Entering North Bergen

C on Woodcliff Avenue to end of line at Dottino Lane

HOBOKEN SERVICE, North Bergen to Hoboken

*IN FARE ZONE 2 – Leaving the Regular Service, North Bergen to Weehawken on Boulevard East at Pershing Road, **Weehawken***

C on Boulevard East
C on Park Avenue

FARE ZONE 2/1 BREAK – on Park Avenue at 19th Street

Entering Hoboken

**NJ TRANSIT
ROUTE DESCRIPTION
23 NORTH BERGEN – WEEHAWKEN – HOBOKEN**

L on 14th Street
R on Hudson Street
L on Frank Sinatra Drive
BR on 4th Street
L on River Street
R on Newark Street
L on Hudson Street
L into Hoboken Terminal

HOBOKEN SERVICE, Hoboken to North Bergen

*IN FARE ZONE 1 – Beginning in Hoboken Terminal, Lane 1, **Hoboken***

R on Hudson Street
R on Hudson Place
L on River Street
R on 4th Street
BL on Frank Sinatra Drive
R on Hudson Street
L on 14th Street
R on Park Avenue

Entering Weehawken

FARE ZONE 1/2 BREAK – on Park Avenue at 19th Street

C on Boulevard East

Rejoining the Regular Service, Weehawken to North Bergen



ROUTE DESCRIPTION FOR:

**86 UNION CITY – JERSEY CITY –
NEWPORT CENTRE MALL**

*Service extension via Pacific Avenue in Jersey City.
All patterns have been updated.*

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ISSUED: March 2, 2019

**NJ TRANSIT
ROUTE DESCRIPTION
86 UNION CITY – JERSEY CITY – NEWPORT CENTRE MALL**

REGULAR SERVICE, Union City to Jersey City

FARE ZONE 2 – Beginning in the Bergenline Avenue Light Rail Station, Platform 2, Union City

R on 49th Street
 R on Bergenline Avenue
 L on 48th Street
 R on Broadway
 C on Park Avenue
 C on Pleasant Avenue
 R on Cantello Street
 C on 31st Street
 R on 32nd Street
 L on Bergenline Avenue
 L on 2nd Street
 R on Palisade Avenue

FARE ZONE 2/1 BREAK – Beginning on Palisade Avenue at Paterson Plank Road

Entering Jersey City

L on Newark Avenue
 R on Jersey Avenue
 R on Christopher Columbus Drive
 BR onto Merseles Street
 C on Merseles Street
 R on Pacific Avenue
 R on Johnston Avenue
 R on Grand Street
 L on Jersey Avenue
 R on Christopher Columbus Drive
 L on Luis Marin Boulevard
 R on Thomas Gangemi Drive
 L on Mall Drive West
 C to End of line at Newport Centre Mall bus stop

LAYOVER LOCATION

C on Mall Drive West
 R on Newport Parkway
 Layover on Newport Parkway between Mall Drive West and Mall Drive East
 R on Washington Boulevard
 R on Thomas Gangemi Drive
 R on Mall Drive West to Newport Centre Mall bus stop

**NJ TRANSIT
ROUTE DESCRIPTION
86 UNION CITY – JERSEY CITY – NEWPORT CENTRE MALL**

REGULAR SERVICE, Jersey City to Union City

FARE ZONE 1 – Beginning on Mall Drive West (northbound) at Newport Centre Mall, Jersey City

R on Newport Parkway
 R on Washington Boulevard
 R on Thomas Gangemi Drive
 L on Luis Marin Boulevard
 R on Christopher Columbus Drive
 L on Jersey Avenue
 R on Grand Street
 L on Pacific Avenue
 R on Johnston Avenue
 R on Grand Street
 L on Center Street
 R on Christopher Columbus Drive
 L on Jersey Avenue
 L on Newark Avenue
 R on Palisade Avenue

FARE ZONE 1/2 BREAK – Beginning on Palisade Avenue at Paterson Plank Road

L on Paterson Plank Road

Entering Union City

R on New York Avenue
 R on 30th Street

Entering Weehawken

BR on Hackensack Plank Road
 L on Pleasant Avenue
 C on Park Avenue
 BL on Broadway
 L on 48th Street

Entering Union City

R on Bergenline Avenue

L into Bergenline Avenue Light Rail Station – Platform 2

EXCHANGE PLACE SERVICE (E), Union City to Jersey City

IN FARE ZONE 1 – Leaving the Regular Service, Union City to Jersey City on Christopher Columbus Drive at Luis Marin Boulevard, Jersey City

R on Luis Marin Boulevard
 L on Montgomery Street
 L on Greene Street
 R on Christopher Columbus Drive

**NJ TRANSIT
ROUTE DESCRIPTION
86 UNION CITY – JERSEY CITY – NEWPORT CENTRE MALL**

R	on	Hudson Street
R	on	Montgomery Street
R	on	Luis Marin Boulevard

Rejoining the Regular Service, Union City to Jersey City

EXCHANGE PLACE SERVICE (E), Jersey City to Union City

*IN FARE ZONE 1 – Leaving the Regular Service, Jersey City to Union City, on Luis Marin Boulevard at Christopher Columbus Drive, **Jersey City***

C	on	Luis Marin Boulevard
L	on	Montgomery Street
L	on	Greene Street
R	on	Christopher Columbus Drive
R	on	Hudson Street
R	on	Montgomery Street
R	on	Louis Marin Boulevard
L	on	Christopher Columbus Drive

Rejoining the Regular Service, Jersey City to Union City

PACIFIC AVENUE BY-PASS SERVICE (X), Union City to Jersey City

*IN FARE ZONE 1 – Leaving the Regular Service, Union City to Jersey City on Jersey Avenue at Christopher Columbus Drive, **Jersey City***

L	on	Christopher Columbus Drive
R	on	Luis Marin Boulevard
L	on	Montgomery Street
L	on	Greene Street
R	on	Christopher Columbus Drive
R	on	Hudson Street
R	on	Montgomery Street
R	on	Luis Marin Boulevard
R	on	Thomas Gangemi Drive
L	on	Mall Drive West
C	to	End of line at Newport Centre Mall bus stop

**NJ TRANSIT
ROUTE DESCRIPTION
86 UNION CITY – JERSEY CITY – NEWPORT CENTRE MALL**

PACIFIC AVENUE BY-PASS SERVICE (X), Jersey City to Union City

FARE ZONE 1 – Beginning on Mall Drive West (northbound) at Newport Centre Mall,

Jersey City

R	on	Newport Parkway
R	on	Washington Boulevard
R	on	Thomas Gangemi Drive
L	on	Luis Marin Boulevard
L	on	Montgomery Street
L	on	Greene Street
R	on	Christopher Columbus Drive
R	on	Hudson Street
R	on	Montgomery Street
R	on	Louis Marin Boulevard
L	on	Christopher Columbus Drive

Rejoining the Regular Service, Jersey City to Union City



ROUTE DESCRIPTION FOR:

89 NORTH BERGEN – HOBOKEN

***CORRECT ROUTING IN NORTH BERGEN & UPDATE
FORMAT***

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ISSUED: JUNE 25, 2011

**NJ TRANSIT
ROUTE DESCRIPTION
89 NORTH BERGEN – HOBOKEN**

REGULAR SERVICE, North Bergen to Hoboken

*FARE ZONE 2 – Beginning on Bergenline Avenue (southbound) at 90th Street (Nungessers), **North Bergen***

C on Bergenline Avenue
L on 79th Street
R on Broadway
L on 75th Street
R on Park Avenue

Entering Guttenberg

Entering West New York

R on 60th Street
L on Bergenline Avenue

Entering Union City

L on 48th Street
R on Broadway
C on Park Avenue

Entering Weehawken

C on Willow Avenue

FARE ZONE 2/1 BREAK – on Willow Avenue at 19th Street

Entering Hoboken

L on 14th Street
R on Washington Street
L on Observer Highway
C into Hoboken Terminal

**NJ TRANSIT
ROUTE DESCRIPTION
89 NORTH BERGEN – HOBOKEN**

REGULAR SERVICE, Hoboken to North Bergen

*FARE ZONE 1 – Beginning in Hoboken Terminal, Lane 2, **Hoboken***

C on Observer Highway
R on Washington Street
L on 14th Street
R on Willow Avenue

Entering Weehawken

FARE ZONE 1/2 BREAK – on Willow Avenue at 19th Street

C on Park Avenue

Entering Union City

BL on Broadway
L on 48th Street
R on Bergenline Avenue

Entering West New York

R on 60th Street
L on Park Avenue

Entering Guttenberg

Entering North Bergen

L on 77th Street
R on Bergenline Avenue
C to End of line on Bergenline Avenue at JFK Boulevard (Nungessers)

NUNGESSERS TURN AROUND, Deadhead ONLY

L on JFK Boulevard
L on 1st Avenue
L on 90th Street
R on Bergenline Avenue

NEW JERSEY TRANSIT REQUEST FOR PROPOSAL

NO. 21-048A

HUDSON COUNTY LOCAL BUS SERVICE

EXHIBIT B-1

SCHEDULES

2	Jersey City / Journal Square / Secaucus
84	North Bergen / Jersey City / Secaucus
88	North Bergen / Jersey City / Secaucus

Route: 2 Jersey City - Journal Square - Secaucus
 Garage: Meadowlands
 Direction: To Secaucus

Run	From	Note	JONL SQAR	JFK& CARL	POST OFF	CTYA V&RD	CTYA SECR	SECA TOWN	COVE SBND	SECR CTYA	SECE NTER	ENTE EMER	MPKY SEAD	SECA JNCT	Leave	To
001	310a	ML P	330a	335a	343a	348a	350a	354a	400a						414a	
001			500a	505a		513a	515a	519a	525a		529a	530a	533a	537a	600a	
002	510a	ML P	530a	535a	543a	548a	550a	554a	600a		604a	605a	608a	612a	620a	
718			555a	600a		608a	610a	614a	620a		624a	625a	628a	632a	640a	
702	555a	ML	615a	620a		628a	630a	634a	640a		644a	645a	648a	652a	720a	
711	600a	ML R	620a	625a						638a	640a		645a	649a	700a	
705	615a	ML P	635a	640a	648a	653a	655a	659a	706a		711a	712a	716a	720a		ML 735a
708	630a	ML R	650a	655a						709a	711a		716a	720a	740a	
003	635a	ML	655a	700a		709a	713a	718a	725a		730a	731a	735a	739a	800a	
001			715a	723a		732a	736a	741a	748a		753a	754a	758a	802a	820a	
713	700a	ML R	720a	728a						743a	745a		750a	754a	820a	
002			735a	743a	752a	757a	801a	806a	813a		818a	819a	823a	827a	840a	
718			750a	758a						813a	815a		820a	824a		ML 839a
711			755a	803a		812a	816a	821a	828a		833a	834a	838a	842a	900a	
701	84		815a	823a		832a	836a	841a	848a		853a	854a	858a	903a	920a	
713			820a	828a						843a	845a		850a	854a		ML 909a
702			835a	843a	852a	857a	901a	906a	913a		917a	918a	922a	927a		ML 942a
003			900a	907a		915a	918a	923a	930a		934a	935a	939a	944a	1000a	
002			940a	947a		955a	958a	1003a	1010a		1014a	1015a	1019a	1024a	1040a	
701			1020a	1027a		1035a	1038a	1043a	1050a		1054a	1055a	1059a	1104a	1120a	
003			1100a	1107a		1115a	1118a	1123a	1130a		1134a	1135a	1139a	1144a	1200p	
002			1140a	1147a	1155a	1200p	1203p	1208p	1215p		1219p	1220p	1224p	1229p	1240p	
701			1220p	1227p	1235p	1240p	1243p	1248p	1255p		1259p	100p	104p	109p	120p	
003			100p	107p		115p	118p	123p	130p		134p	135p	139p	144p	200p	
704	120p	ML P	140p	147p	155p	200p	203p	208p	215p		219p	220p	224p	229p	240p	
712	88	P	220p	227p	236p	241p	244p	249p	256p		300p	301p	305p	309p	320p	
707	88		300p	307p		316p	319p	324p	331p		335p	336p	340p	344p	405p	
703	300p	ML P	320p	327p	336p	341p	344p	349p	356p		400p	401p	405p	409p	430p	
704			340p	347p						359p	401p		406p	410p	420p	
717			400p	407p		416p	419p	424p	431p		435p	436p	440p	444p	500p	
709	84	P	420p	427p	436p	441p	444p	449p	456p		500p	501p	505p	509p	540p	
716			440p	447p						459p	501p		506p	510p	530p	
711			500p	507p		516p	519p	524p	531p		535p	536p	540p	544p	550p	
707			520p	527p	536p	541p	544p	549p	556p		600p	601p	605p	609p		ML 624p

Route: 2 Jersey City - Journal Square - Secaucus
 Garage: Meadowlands
 Direction: To Secaucus

Run	From	Note	JONL SQAR	JFK& CARL	POST OFF	CTYA V&RD	CTYA SECR	SECA TOWN	COVE SBND	SECR CTYA	SECE NTER	ENTE EMER	MPKY SEAD	SECA JNCT	Leave	To
004	.	R	540p	547p						559p	601p		606p	610p	630p	
715	.		600p	607p		616p	619p	624p	631p		635p	636p	640p	644p	715p	
716	.	P	630p	637p	646p	651p	654p	659p	705p		709p	710p	713p	717p		ML 732p
717	.		700p	705p		712p	714p	718p	724p		728p	729p	732p	736p		ML 751p
004	.		730p	735p		742p	744p	748p	754p		758p	759p	802p	806p	815p	
715	.		810p	815p		822p	824p	828p	834p		838p	839p	842p	846p	915p	
004	.	P	910p	915p	922p	927p	929p	933p	939p		943p	944p	947p	951p	1015p	
716	.	950pML	1010p	1015p	1022p	1027p	1029p	1033p	1039p		1043p	1044p	1047p	1051p	1115p	
004	.	P	1110p	1115p	1122p	1127p	1129p	1133p	1139p		1143p	1144p	1147p	1151p	1215x	
716	.	P	1210x	1215x	1222x	1227x	1229x	1233x	1239x		1243x	1244x	1247x	1251x		ML 106x

Notes: P - Trips operate via N.J. International & Bulk Mail Center on County Road.
 R - Trips operate via John F. Kennedy Blvd. to Secaucus Road.

Route: 2 Jersey City - Journal Square - Secaucus
 Garage: Meadowlands
 Direction: To Jersey City

Run	From	Note	SECA JNCT	MPKY SEAD	ENTE EMER	SECE NTER	COVE MBMD	SECA TOWN	CTYA SECR	CTYA V&RD	POST OFF	SECR CTYA	JFK& CARL	JONL SQAR	Leave	To
001	.						414a	420a	424a	426a			432a	437a	500a	
718	.	447aML	P	502a	508a	510a	511a	514a	520a	524a	526a	531a	537a	542a	555a	
001	.			600a	607a	610a	611a	615a	623a	627a	629a		639a	649a	715a	
002	.		P	620a	627a	630a	631a	635a	643a	647a	649a	654a	706a	716a	735a	
718	.			640a	647a	650a	651a	655a	703a	707a	709a		719a	729a	750a	
711	.			700a	707a	710a	711a	715a	723a	727a	729a		739a	749a	755a	
702	.		P	720a	727a	730a	731a	735a	743a	747a	749a	754a	806a	816a	835a	
708	.			740a	747a	750a	751a	755a	803a	807a	809a		819a	829a		ML 849a
003	.			800a	807a	810a	811a	815a	823a	827a	829a		839a	849a	900a	
001	.		P	820a	827a	830a	831a	835a	843a	847a	849a	854a	904a	912a		ML 932a
002	.			840a	847a	850a	851a	855a	903a	907a	909a		917a	925a	940a	
711	.			900a	905a	908a	909a	913a	921a	925a	927a		935a	943a		ML1003a
701	.			920a	925a	928a	929a	933a	941a	945a	947a		955a	1003a	1020a	
003	.			1000a	1005a	1008a	1009a	1013a	1021a	1025a	1027a		1035a	1043a	1100a	
002	.			1040a	1045a	1048a	1049a	1053a	1101a	1105a	1107a		1115a	1123a	1140a	
701	.			1120a	1125a	1128a	1129a	1133a	1141a	1145a	1147a		1155a	1203p	1220p	
003	.		P	1200p	1205p	1208p	1209p	1213p	1221p	1225p	1227p	1232p	1240p	1248p	100p	
002	.		P	1240p	1245p	1248p	1249p	1253p	101p	105p	107p	112p	120p	128p		ML 148p
701	.			120p	125p	128p	129p	133p	141p	145p	147p		155p	203p		ML 223p
003	.		P	200p	205p	208p	209p	213p	221p	225p	227p	232p	240p	248p		ML 308p
704	.		P	240p	245p	248p	249p	253p	301p	305p	307p	312p	320p	328p	340p	
717	.	245pML		300p	305p	308p	309p	313p	321p	325p	327p		335p	343p	400p	
712	.		P	320p	325p	328p	329p	333p	341p	345p	347p	352p	400p	408p	425p	84
714	.	315pML	R	330p	336p	342p	343p	348p	356p	400p	402p	344p	404p	412p	430p	88
716	.	320pML		335p	340p	343p	344p	348p	356p	400p	402p		410p	418p	440p	
711	.	335pML		350p	355p	358p	359p	403p	411p	415p	417p		425p	433p	500p	
707	.			405p	410p	413p	414p	418p	426p	430p	433p		445p	454p	520p	
703	.		R	430p	436p	442p	442p	443p	447p	451p	453p	444p	504p	512p		ML 532p
704	.		P	420p	425p	428p	429p	433p	441p	445p	448p	453p	505p	514p		ML 534p
004	.	420pML		435p	441p	444p	445p	449p	457p	501p	504p		516p	525p	540p	
715	.	435pML		450p	456p	459p	500p	504p	512p	516p	519p		531p	540p	600p	
717	.		R	500p	506p	512p	512p	513p	517p	521p	523p	514p	534p	542p	610p	
722	.	455pML		510p	516p	519p	520p	524p	532p	536p	539p		551p	600p	610p	84
716	.			530p	536p	539p	540p	544p	552p	556p	559p		611p	620p	630p	

Route: 2 Jersey City - Journal Square - Secaucus
 Garage: Meadowlands
 Direction: To Jersey City

Run	From	Note	SECA JUNCT	MPKY SEAD	ENTE EMER	SECE NTER	COVE MBMD	SECA TOWN	CTYA SECR	CTYA V&RD	POST OFF	SECR CTYA	JFK& CARL	JONL SQAR	Leave	To
709	.	R	540p	546p		552p						554p	612p	619p		ML 639p
711	.		550p	556p	559p	600p	604p	612p	616p	619p			631p	640p		ML 700p
717	.	R	610p	614p		619p						621p	638p	645p	700p	
004	.		630p	636p	639p	640p	644p	652p	656p	659p			706p	713p	730p	
715	.	P	715p	719p	722p	723p	726p	733p	737p	740p	745p		751p	758p	810p	
004	.	P	815p	819p	822p	823p	826p	833p	837p	840p	845p		851p	858p	910p	
715	.	P	915p	919p	922p	923p	926p	933p	937p	940p	945p		951p	958p	1005p	88
004	.	P	1015p	1019p	1022p	1023p	1026p	1033p	1037p	1040p	1045p		1051p	1058p	1110p	
716	.	P	1115p	1119p	1122p	1123p	1126p	1133p	1137p	1140p	1145p		1151p	1158p	1210x	
004	.	P	1215x	1219x	1222x	1223x	1226x	1233x	1237x	1240x	1245x		1251x	1258x		ML 118x

Notes: P - Trips operate via N.J. International & Bulk Mail Center on County Road.
 R - Trips operate via John F. Kennedy Blvd. to Secaucus Road.

Route: 84 North Bergen - Jersey City - Journal Square
 Garage: Meadowlands
 Direction: To Jersey City

Run	From	Note	NUNG ESSR	75BD WY	60TH BERG	49TH BERG	PARK 37TH	BERG 29TH	PALI CONG	PALI NWK	JONL SQAR	Leave	To
002	413a	ML B	428a		437a	442a		450a	503a	511a	515a	525a	
001	453a	ML B	508a		517a	522a		530a	543a	551a	555a	615a	
003	521a	ML P	536a	539a			552a	600a	614a	622a	628a	645a	
004		B	552a		601a	606a		615a	629a	637a	643a	700a	
005	548a	ML P	603a	607a			622a	630a	644a	652a	658a	715a	
002		B	622a		631a	636a		645a	659a	707a	713a	730a	
703	618a	ML P	633a	637a			652a	700a	714a	722a	728a	745a	
007	634a	ML B	649a		658a	703a		712a	726a	734a	740a	800a	
006		P	657a	701a			716a	724a	738a	746a	752a	820a	
701	658a	ML B	713a		722a	727a		736a	750a	758a	804a	815a	2
001		P	721a	725a			740a	748a	802a	810a	816a	840a	
709		B	737a		746a	751a		800a	814a	822a	828a		ML 848a
003		P	748a	752a			807a	815a	829a	837a	843a	900a	
004		B	807a		816a	821a		830a	844a	852a	858a	920a	
005		P	823a	827a			842a	850a	904a	913a	918a	940a	
002		B	844a		853a	858a		910a	925a	934a	939a	1000a	
703		P	902a	907a			922a	930a	945a	954a	959a	1020a	
007		B	918a		930a	937a		950a	1005a	1014a	1019a	1040a	
006		P	942a	947a			1002a	1010a	1025a	1034a	1039a	1100a	
001		B	958a		1010a	1017a		1030a	1045a	1054a	1059a	1120a	
003		P	1022a	1027a			1042a	1050a	1105a	1114a	1119a	1140a	
004		B	1038a		1050a	1057a		1110a	1125a	1134a	1139a	1200p	
005		P	1102a	1107a			1122a	1130a	1145a	1154a	1159a	1220p	
002		B	1118a		1130a	1137a		1150a	1205p	1214p	1219p		ML1239p
008	1122a	ML P	1142a	1147a			1202p	1210p	1225p	1234p	1239p	100p	
007		B	1158a		1210p	1217p		1230p	1245p	1254p	1259p	120p	
006		P	1222p	1227p			1242p	1250p	105p	114p	119p		ML 139p
705	1218p	ML B	1238p		1250p	1257p		110p	125p	134p	139p	200p	
010	1242p	ML P	102p	107p			122p	130p	145p	154p	159p	220p	
708	1258p	ML B	118p		130p	137p		150p	205p	214p	219p	240p	
720	122p	ML P	142p	147p			202p	210p	225p	234p	239p	255p	
009		B	158p		210p	217p		230p	245p	254p	259p	310p	
008		P	222p	227p			242p	250p	305p	314p	319p	340p	
702	217p	ML B	237p		249p	256p		310p	326p	335p	340p	410p	

Route: 84 North Bergen - Jersey City - Journal Square
 Garage: Meadowlands
 Direction: To Jersey City

Run	From	Note	NUNG ESSR	75BD WY	60TH BERG	49TH BERG	PARK 37TH	BERG 29TH	PALI CONG	PALI NWK	JONL SQAR	Leave	To
709	.	P	257p	302p			318p	330p	346p	355p	400p	420p	2
011	255pML	B	315p		329p	336p		350p	406p	415p	420p	440p	
705	.	P	331p	337p			353p	405p	421p	430p	435p	455p	
010	.	B	345p		359p	406p		420p	436p	445p	450p	510p	
708	.	P	401p	407p			423p	435p	451p	500p	505p	525p	
720	.	B	415p		429p	436p		450p	506p	515p	520p	540p	
009	.	P	431p	437p			453p	505p	521p	530p	535p	555p	
706	.	B	445p		459p	506p		520p	536p	545p	550p		ML 610p
008	.	P	501p	507p			523p	535p	551p	600p	605p	625p	
719	.	B	515p		529p	536p		550p	606p	615p	620p		ML 640p
012	511pML	P	531p	537p			553p	605p	621p	630p	635p	700p	
712	.	B	545p		559p	606p		620p	636p	645p	650p		ML 710p
011	.	P	606p	612p			628p	640p	656p	704p	708p		ML 728p
010	.	B	630p		644p	651p		704p	719p	727p	731p	745p	
009	.	B	700p		710p	716p		726p	741p	749p	753p		ML 813p
013	.	P	745p	751p			807p	815p	830p	838p	842p	915p	
012	.	B	830p		840p	846p		856p	909p	916p	920p	1000p	
010	.	P	915p	919p			932p	938p	950p	957p	1001p		ML1021p
011	.	B	1000p		1006p	1010p		1017p	1029p	1036p	1040p	1050p	
013	.	P	1045p	1049p			1102p	1108p	1120p	1127p	1131p	1140p	
012	.	B	1130p		1136p	1140p		1147p	1159p	1205x	1209x	1230x	
013	.	B	1250x		1256x	1259x		106x	118x	124x	128x	155x	

Notes: B - Trip operates Via Bergenline Ave.
 P - Trip operates via Park Ave. service

Route: 84 North Bergen - Jersey City - Journal Square
 Garage: Meadowlands
 Direction: To North Bergen

Run	From	Note	JONL SQAR	PALI NWK	PALI CONG	29TH NYAV	PARK HIWD	49TH BERG	60TH BERG	77TH BDWY	NUNG EJFK	Leave	To
004	440a	ML B	500a	504a	511a	523a		531a	534a		544a	552a	
002		B	525a	529a	536a	548a		556a	559a		609a	622a	
006	530a	ML B	550a	554a	601a	613a		621a	624a		634a	657a	
001		P	615a	619a	626a	639a	643a			656a	701a	721a	
709	610a	ML B	630a	635a	643a	657a		706a	710a		720a	737a	
003		P	645a	650a	658a	712a	716a			729a	734a	748a	
004		B	700a	705a	713a	727a		736a	740a		750a	807a	
005		P	715a	720a	728a	742a	746a			759a	804a	823a	
002		B	730a	735a	743a	757a		806a	810a		820a	844a	
703		P	745a	750a	758a	812a	816a			829a	834a	902a	
007		B	800a	805a	813a	827a		836a	840a		850a	918a	
006		P	820a	825a	833a	847a	851a			905a	911a	942a	
001		B	840a	845a	853a	907a		919a	924a		937a	958a	
003		P	900a	905a	914a	928a	933a			948a	954a	1022a	
004		B	920a	925a	934a	948a		1000a	1005a		1018a	1038a	
005		P	940a	945a	954a	1008a	1013a			1028a	1034a	1102a	
002		B	1000a	1005a	1014a	1028a		1040a	1045a		1058a	1118a	
703		P	1020a	1025a	1034a	1048a	1053a			1108a	1114a		ML1129a
007		B	1040a	1045a	1054a	1108a		1120a	1125a		1138a	1158a	
006		P	1100a	1105a	1114a	1128a	1133a			1148a	1154a	1222p	
001		B	1120a	1125a	1134a	1148a		1200p	1205p		1218p		ML1233p
003		P	1140a	1145a	1154a	1208p	1213p			1228p	1234p		ML1249p
004		B	1200p	1205p	1214p	1228p		1240p	1245p		1258p		ML 113p
005		P	1220p	1225p	1234p	1248p	1253p			108p	114p		ML 129p
009	1220p	ML B	1240p	1245p	1254p	108p		120p	125p		138p	158p	
008		P	100p	105p	114p	128p	133p			148p	154p	222p	
007		B	120p	125p	134p	148p		200p	205p		218p		ML 233p
709	120p	ML P	140p	145p	154p	208p	213p			228p	234p	257p	
705		B	200p	205p	214p	228p		241p	247p		301p	331p	
010		P	220p	225p	234p	250p	256p			312p	318p	345p	
708		B	240p	245p	254p	310p		323p	329p		343p	401p	
720		P	255p	300p	309p	325p	331p			347p	353p	415p	
009		B	310p	315p	324p	340p		353p	359p		413p	431p	
706	256p	ML P	325p	330p	339p	355p	401p			417p	423p	445p	

Route: 84 North Bergen - Jersey City - Journal Square
 Garage: Meadowlands
 Direction: To North Bergen

Run	From	Note	JONL SQAR	PALI NWK	PALI CONG	29TH NYAV	PARK HIWD	49TH BERG	60TH BERG	77TH BDWY	NUNG EJFK	Leave	To
008	.	B	340p	345p	354p	410p		423p	429p		443p	501p	
719	.	325pML P	355p	400p	409p	425p	431p			447p	453p	515p	
702	.	B	410p	415p	424p	440p		453p	459p		513p		ML 528p
712	.	2 P	425p	430p	439p	455p	501p			517p	523p	545p	
011	.	B	440p	445p	454p	510p		523p	529p		543p	606p	
705	.	P	455p	500p	509p	525p	531p			547p	553p		ML 608p
010	.	B	510p	515p	524p	540p		553p	559p		613p	630p	
708	.	P	525p	530p	539p	555p	601p			617p	623p		ML 638p
720	.	B	540p	545p	554p	610p		623p	629p		642p		ML 657p
009	.	P	555p	600p	609p	625p	631p			645p	650p	700p	
722	.	2 B	610p	615p	624p	639p		650p	654p		707p		ML 722p
008	.	P	625p	630p	638p	652p	656p			710p	715p		ML 730p
013	.	610pML B	640p	645p	653p	707p		718p	722p		735p	745p	
012	.	B	700p	705p	713p	727p		738p	742p		755p	830p	
010	.	P	745p	750p	758p	812p	816p			830p	835p	915p	
011	.	810pML B	830p	835p	843p	857p		906p	909p		919p	1000p	
013	.	B	915p	919p	926p	938p		946p	949p		959p	1045p	
012	.	B	1000p	1004p	1011p	1023p		1031p	1034p		1044p	1130p	
011	.	P	1050p	1054p	1101p	1113p	1116p			1126p	1131p		ML1146p
013	.	B	1140p	1144p	1151p	1203x		1210x	1213x		1221x	1250x	
012	.	P	1230x	1234x	1239x	1250x	1252x			103x	108x		ML 123x
013	.	B	155x	159x	204x	215x		222x	225x		233x		ML 248x

Notes: B - Trip operates Via Bergenline Ave.
 P - Trip operates via Park Ave. service

Route: 88 North Bergen - Jersey City - Journal Square
 Garage: Meadowlands
 Direction: To Jersey City

Run	From	Note	NUNG EJFK	48TH JFK	JFK& 32ND	8THJ FK	CENT MANH	JONL SQAR	Leave	To
002	445a	ML	500a	514a	518a	526a		541a	550a	
001	515a	ML	530a	544a	548a	556a		611a	620a	
004	540a	ML	555a	609a	613a	621a		636a	650a	
003	600a	ML	615a	629a	633a	641a		656a	705a	
710	615a	ML	630a	644a	648a	656a		716a	735a	
<hr/>										
002			645a	659a	704a	714a		736a	750a	
706			700a	717a	722a	732a		754a	805a	
001			715a	732a	737a	747a		809a	820a	
704			730a	747a	752a	802a		824a	835a	
004		C	745a	802a	807a	817a	825a	833a	850a	
<hr/>										
003			800a	817a	822a	832a		854a	905a	
707			815a	832a	837a	847a		907a		ML 927a
710		C	830a	847a	852a	902a	912a	920a	925a	
002			850a	906a	911a	920a		936a	945a	
001		C	915a	930a	935a	944a	954a	1002a	1015a	
<hr/>										
004			945a	1000a	1005a	1014a		1030a	1045a	
003		C	1015a	1030a	1035a	1044a	1054a	1102a	1115a	
002			1045a	1100a	1105a	1114a		1130a	1145a	
001		C	1115a	1130a	1135a	1144a	1154a	1202p		ML1222p
004			1145a	1200p	1205p	1214p		1230p	1245p	
<hr/>										
003		C	1215p	1230p	1235p	1244p	1254p	102p		ML 122p
005	1225p	ML	1245p	100p	105p	114p		130p	145p	
712		C	115p	130p	135p	144p	154p	202p	220p	2
707	125p	ML	145p	200p	206p	217p		236p	300p	2
007		C	215p	232p	238p	249p	259p	307p	315p	
<hr/>										
006	215p	ML	235p	252p	258p	309p		328p	345p	
005			255p	312p	318p	329p		348p	400p	
723		C	315p	332p	338p	349p	359p	407p	415p	
713			335p	352p	358p	409p		428p	445p	
721			350p	407p	413p	424p		443p	500p	
<hr/>										
008			405p	422p	428p	439p		458p	515p	
007		C	420p	437p	443p	454p	504p	512p	530p	
710			435p	452p	458p	509p		528p	545p	
006			450p	507p	513p	524p		543p	600p	

Route: 88 North Bergen - Jersey City - Journal Square
 Garage: Meadowlands
 Direction: To Jersey City

Run	From	Note	NUNG EJFK	48TH JFK	JFK& 32ND	8THJ FK	CENT MANH	JONL SQAR	Leave	To
005	.		505p	522p	528p	539p		558p	615p	
723	.	C	520p	537p	543p	554p	604p	612p	630p	
714	.		535p	552p	558p	608p		624p	645p	
713	.		550p	607p	611p	621p		637p	700p	
721	.		605p	621p	625p	635p		651p		ML 711p
008	.	C	620p	636p	640p	650p	700p	708p	720p	
007	.		640p	656p	700p	710p		726p	740p	
006	.		710p	726p	730p	740p		756p	805p	
714	.	C	740p	756p	800p	809p	816p	824p	835p	
008	.		810p	824p	828p	837p		852p	905p	
007	.	C	840p	854p	858p	907p	914p	922p	935p	
714	.		920p	934p	938p	947p		1002p		ML1022p
008	.		1000p	1014p	1018p	1027p		1042p	1130p	
715	.		1050p	1104p	1108p	1117p		1132p		ML1152p
717	.		1130p	1144p	1148p	1157p		1212x	1215x	

Notes: C - Trip operates Via Central Ave.

Route: 88 North Bergen - Jersey City - Journal Square
 Garage: Meadowlands
 Direction: To North Bergen

Run	From	Note	JONL SQAR	CENT MANH	8THJ FK	32ND &JFK	48TH JFK	NUNG EJFK	Leave	To
002	.		550a		602a	610a	615a	628a	645a	
706	.	545aML	605a		617a	625a	630a	643a	700a	
001	.		620a		632a	640a	645a	658a	715a	
704	.	615aML	635a		647a	655a	700a	716a	730a	
004	.		650a		703a	713a	719a	735a	745a	
003	.		705a		721a	731a	737a	753a	800a	
707	.	700aML	720a		736a	746a	752a	808a	815a	
710	.		735a		751a	801a	807a	823a	830a	
002	.		750a		806a	816a	822a	838a	850a	
706	.		805a		821a	831a	837a	853a		ML 908a
001	.		820a		836a	846a	852a	908a	915a	
704	.	C	835a	843a	853a	902a	908a	923a		ML 938a
004	.		850a		905a	913a	919a	934a	945a	
003	.		905a		919a	927a	933a	948a	1015a	
710	.	C	925a	933a	943a	951a	957a	1012a		ML1027a
002	.		945a		959a	1007a	1013a	1028a	1045a	
001	.	C	1015a	1023a	1033a	1041a	1047a	1102a	1115a	
004	.		1045a		1059a	1107a	1113a	1128a	1145a	
003	.	C	1115a	1123a	1133a	1141a	1147a	1202p	1215p	
002	.		1145a		1159a	1207p	1213p	1228p		ML1243p
712	.	1155aML	C	1215p	1223p	1233p	1241p	1247p	102p	115p
004	.			1245p		1259p	107p	113p	128p	ML 143p
007	.	1255pML	C	115p	123p	133p	141p	147p	202p	215p
005	.			145p		159p	207p	213p	228p	255p
723	.	150pML	C	210p	218p	228p	238p	245p	302p	315p
713	.	210pML		230p		247p	258p	305p	322p	335p
721	.	225pML		245p		302p	313p	320p	337p	350p
008	.	240pML		300p		317p	328p	335p	352p	405p
007	.		C	315p	323p	333p	344p	351p	408p	420p
710	.	310pML		330p		347p	358p	405p	422p	435p
006	.			345p		402p	413p	420p	437p	450p
005	.			400p		417p	428p	435p	452p	505p
723	.		C	415p	423p	433p	444p	451p	508p	520p
714	.	2		430p		447p	458p	505p	522p	535p

Route: 88 North Bergen - Jersey City - Journal Square
 Garage: Meadowlands
 Direction: To North Bergen

Run	From	Note	JONL SQAR	CENT MANH	8THJ FK	32ND &JFK	48TH JFK	NUNG EJFK	Leave	To
713	.		445p		502p	513p	520p	537p	550p	
721	.		500p		517p	528p	535p	552p	605p	
008	.	C	515p	523p	533p	544p	551p	608p	620p	
007	.		530p		547p	558p	605p	622p	640p	
710	.		545p		602p	613p	620p	636p		ML 651p
006	.		600p		617p	628p	634p	649p	710p	
005	.	C	615p	623p	633p	641p	647p	702p		ML 717p
723	.		630p		644p	652p	658p	713p		ML 728p
714	.		645p		659p	707p	713p	728p	740p	
713	.	C	700p	707p	715p	723p	729p	744p		ML 759p
008	.		720p		734p	742p	748p	803p	810p	
007	.		740p		754p	802p	807p	821p	840p	
006	.	C	805p	812p	820p	828p	833p	847p		ML 902p
714	.		835p		848p	856p	901p	915p	920p	
008	.	C	905p	912p	920p	928p	933p	947p	1000p	
007	.		935p		948p	956p	1001p	1015p		ML1030p
715	.	2	1005p		1018p	1026p	1031p	1045p	1050p	
717	.	1025pML	1045p		1058p	1106p	1111p	1125p	1130p	
008	.		1130p		1143p	1151p	1156p	1210x		ML1225x
717	.		1215x		1228x	1236x	1241x	1255x		ML 110x

Notes: C - Trip operates Via Central Ave.

Route: 2 Jersey City - Journal Square - Secaucus
 Garage: Meadowlands
 Direction: To Secaucus

Run	From	Note	JONL SQAR	JFK& CARL	POST OFF	CTYA V&RD	CTYA SECR	SECA TOWN	COVE SBND	SECE NTER	ENTE EMER	MPKY SEAD	SECA JNCT	Leave	To
002	510a	ML P	530a	535a	542a	547a	549a	553a	559a	603a	604a	607a	611a	615a	
702	610a	ML P	630a	635a	642a	647a	649a	653a	659a	703a	704a	707a	711a	715a	
002			705a	710a		717a	719a	723a	729a	733a	734a	737a	741a	755a	
701	720a	ML P	740a	745a	752a	757a	759a	803a	809a	813a	814a	817a	821a	830a	
702			815a	820a		827a	829a	833a	839a	843a	844a	847a	851a	905a	
002			850a	855a		902a	904a	908a	914a	918a	919a	922a	926a	940a	
701			925a	930a		937a	939a	943a	949a	953a	954a	957a	1001a	1015a	
702			1000a	1005a		1012a	1014a	1018a	1024a	1028a	1029a	1032a	1036a	1050a	
002			1035a	1040a		1047a	1049a	1053a	1059a	1103a	1104a	1107a	1111a	1125a	
701		P	1110a	1115a	1122a	1127a	1129a	1133a	1139a	1143a	1144a	1147a	1151a		ML1206p
103	1115a	ML P	1145a	1150a	1157a	1202p	1204p	1208p	1214p	1218p	1219p	1222p	1226p	1235p	
002		P	1220p	1225p	1232p	1237p	1239p	1243p	1249p	1253p	1254p	1257p	101p		ML 116p
104			1255p	100p		107p	109p	113p	119p	123p	124p	127p	131p	145p	
103		P	130p	135p	142p	147p	149p	153p	159p	203p	204p	207p	211p	220p	
102			205p	210p		217p	219p	223p	229p	233p	234p	237p	241p	255p	
104		P	240p	245p	252p	257p	259p	303p	309p	313p	314p	317p	321p	330p	
103		P	315p	320p	327p	332p	334p	338p	344p	348p	349p	352p	356p	405p	
102		P	350p	355p	402p	407p	409p	413p	419p	423p	424p	427p	431p	440p	
104			425p	430p		437p	439p	443p	449p	453p	454p	457p	501p	515p	
103			500p	505p		512p	514p	518p	524p	528p	529p	532p	536p	550p	
102		P	535p	540p	547p	552p	554p	558p	604p	608p	609p	612p	616p	625p	
104			610p	615p		622p	624p	628p	634p	638p	639p	642p	646p	700p	
103			645p	650p		657p	659p	703p	709p	713p	714p	717p	721p		ML 736p

Notes: P - Trips operate via N.J. International & Bulk Mail Center on County Road.

Route: 2 Jersey City - Journal Square - Secaucus
 Garage: Meadowlands
 Direction: To Jersey City

Run	From	Note	SECA JUNCT	MPKY SEAD	ENTE EMER	SECE NTER	COVE MBMD	SECA TOWN	CTYA SECR	CTYA V&RD	POST OFF	JFK& CARL	JONL SQAR	Leave	To
002	.	P	615a	619a	622a	623a	627a	634a	637a	639a	643a	651a	659a	705a	
702	.	P	715a	719a	722a	723a	727a	734a	737a	739a	743a	751a	759a	815a	
002	.		755a	759a	802a	803a	807a	814a	817a	819a		826a	834a	850a	
701	.		830a	834a	837a	838a	842a	849a	852a	854a		901a	909a	925a	
702	.		905a	909a	912a	913a	917a	924a	927a	929a		936a	944a	1000a	
002	.		940a	944a	947a	948a	952a	959a	1002a	1004a		1011a	1019a	1035a	
701	.		1015a	1019a	1022a	1023a	1027a	1034a	1037a	1039a		1046a	1054a	1110a	
702	.		1050a	1054a	1057a	1058a	1102a	1109a	1112a	1114a		1121a	1129a		ML1149a
002	.		1125a	1129a	1132a	1133a	1137a	1144a	1147a	1149a		1156a	1204p	1220p	
104	.	1145aML P	1200p	1204p	1207p	1208p	1212p	1219p	1222p	1224p	1228p	1236p	1244p	1255p	
103	.		1235p	1239p	1242p	1243p	1247p	1254p	1257p	1259p		106p	114p	130p	
102	.	1255pML P	110p	114p	117p	118p	122p	129p	132p	134p	138p	146p	154p	205p	
104	.		145p	149p	152p	153p	157p	204p	207p	209p		216p	224p	240p	
103	.	P	220p	224p	227p	228p	232p	239p	242p	244p	248p	256p	304p	315p	
102	.	P	255p	259p	302p	303p	307p	314p	317p	319p	323p	331p	339p	350p	
104	.		330p	334p	337p	338p	342p	349p	352p	354p		401p	409p	425p	
103	.	P	405p	409p	412p	413p	417p	424p	427p	429p	433p	441p	449p	500p	
102	.		440p	444p	447p	448p	452p	459p	502p	504p		511p	519p	535p	
104	.		515p	519p	522p	523p	527p	534p	537p	539p		546p	554p	610p	
103	.		550p	554p	557p	558p	602p	609p	612p	614p		621p	629p	645p	
102	.		625p	629p	632p	633p	637p	644p	647p	649p		656p	704p		ML 724p
104	.		700p	704p	707p	708p	712p	719p	722p	724p		731p	739p		ML 759p

Notes: P - Trips operate via N.J. International & Bulk Mail Center on County Road.

Route: 84 North Bergen - Jersey City - Journal Square
 Garage: Meadowlands
 Direction: To Jersey City

Run	From	Note	NUNG ESSR	75BD WY	60TH BERG	49TH BERG	PARK 37TH	BERG 29TH	PALI CONG	PALI NWK	JONL SQAR	Leave	To
003	534aML							539a	552a	559a	603a	622a	
101	531aML	B	546a		555a	600a		609a	622a	629a	633a	652a	
002		B	616a		625a	630a		639a	652a	659a	703a	722a	
005		B	646a		655a	700a		709a	722a	729a	734a	752a	
003		P	716a	720a			733a	739a	752a	759a	804a	832a	
008	724aML	B	739a		747a	751a		759a	812a	819a	824a	852a	
101		P	756a	800a			813a	819a	832a	839a	844a	912a	
107	804aML	B	819a		827a	831a		839a	852a	859a	904a	932a	
002		P	836a	840a			853a	859a	912a	919a	924a	952a	
108	844aML	B	859a		907a	911a		919a	932a	940a	944a	1012a	
005		P	913a	917a			930a	939a	954a	1002a	1006a	1032a	
007		B	924a		933a	941a		959a	1014a	1022a	1026a	1052a	
003		P	951a	956a			1010a	1019a	1034a	1042a	1046a	1112a	
008		B	1001a		1013a	1021a		1039a	1054a	1102a	1106a	1132a	
101		P	1031a	1036a			1050a	1059a	1114a	1122a	1126a	1152a	
107		B	1041a		1053a	1101a		1119a	1134a	1142a	1146a	1212p	
002		P	1111a	1116a			1130a	1139a	1154a	1202p	1206p	1232p	
108		B	1121a		1133a	1141a		1159a	1214p	1222p	1226p	1252p	
005		P	1151a	1156a			1210p	1219p	1234p	1242p	1246p	112p	
007		B	1200p		1214p	1222p		1239p	1254p	102p	106p	132p	
003		P	1230p	1236p			1250p	1259p	114p	122p	126p		ML 146p
009	1225pML	B	1240p		1254p	102p		119p	134p	142p	146p	212p	
008		P	110p	116p			130p	139p	154p	202p	206p	232p	
010	105pML	B	120p		134p	142p		159p	214p	222p	226p	252p	
107		B	140p		154p	202p		219p	234p	242p	246p	312p	
108		P	210p	216p			230p	239p	254p	302p	306p	332p	
701	205pML	B	220p		234p	242p		259p	314p	322p	326p	352p	
007		P	250p	256p			310p	319p	334p	342p	346p		ML 406p
704	245pML	B	300p		314p	322p		339p	354p	402p	406p	432p	
703		P	330p	336p			350p	359p	414p	422p	426p	452p	
009		B	340p		354p	402p		419p	434p	442p	446p	512p	
111	355pML	P	410p	416p			430p	439p	454p	502p	506p	532p	
010		B	420p		434p	442p		459p	514p	522p	526p	552p	
012	435pML	P	450p	456p			510p	519p	534p	542p	546p	612p	

Route: 84 North Bergen - Jersey City - Journal Square
 Garage: Meadowlands
 Direction: To Jersey City

Run	From	Note	NUNG ESSR	75BD WY	60TH BERG	49TH BERG	PARK 37TH	BERG 29TH	PALI CONG	PALI NWK	JONL SQAR	Leave	To
706	445pML	B	500p		514p	522p		539p	554p	602p	606p	632p	
705		P	530p	536p			550p	559p	613p	620p	624p	654p	
704		B	547p		601p	608p		619p	633p	640p	644p		ML 704p
013	557pML	P	612p	618p			632p	639p	653p	700p	704p	716p	
009		B	629p		641p	648p		659p	713p	720p	724p	738p	
111		P	652p	658p			712p	719p	733p	740p	744p	800p	
010		B	709p		721p	728p		739p	753p	800p	804p	822p	
012		P	732p	738p			752p	759p	813p	820p	824p	845p	
706		B	800p		812p	819p		830p	844p	851p	855p	910p	
013		P	830p	836p			850p	857p	909p	916p	920p	935p	
111		B	910p		918p	922p		930p	942p	949p	953p	1015p	
012		P	950p	954p			1006p	1012p	1024p	1031p	1035p	1055p	
013		B	1035p		1043p	1047p		1055p	1107p	1114p	1118p	1135p	
111		P	1115p	1119p			1131p	1137p	1149p	1156p	1200x	1215x	
012		B	1200x		1206x	1210x		1217x	1230x	1237x	1241x	100x	
013		B	1245x		1251x	1255x		102x	115x	122x	126x	200x	

Notes: B - Trip operates Via Bergenline Ave.
 P - Trip operates via Park Ave. service

Route: 84 North Bergen - Jersey City - Journal Square
 Garage: Meadowlands
 Direction: To North Bergen

Run	From	Note	JONL SQAR	PALI NWK	PALI CONG	29TH NYAV	PARK HIWD	49TH BERG	60TH BERG	77TH BDWY	NUNG EJFK	Leave	To
002	538a	ML B				543a		550a	553a		603a	616a	
005	532a	ML B	552a	556a	602a	613a		620a	623a		633a	646a	
003		B	622a	626a	632a	643a		650a	653a		703a	716a	
101		B	652a	656a	702a	713a		720a	723a		733a	756a	
002		B	722a	726a	732a	745a		753a	756a		807a	836a	
005		P	752a	756a	802a	815a	818a			830a	836a	913a	
007	752a	ML B	812a	816a	822a	835a		843a	846a		857a	924a	
003		P	832a	836a	842a	855a	858a			910a	916a	951a	
008		B	852a	856a	902a	915a		923a	926a		937a	1001a	
101		P	912a	916a	922a	935a	938a			950a	956a	1031a	
107		B	932a	936a	942a	955a		1004a	1009a		1022a	1041a	
002		P	952a	956a	1003a	1017a	1022a			1036a	1042a	1111a	
108		B	1012a	1017a	1025a	1039a		1050a	1055a		1108a	1121a	
005		P	1032a	1037a	1045a	1059a	1104a			1118a	1124a	1151a	
007		B	1052a	1057a	1105a	1119a		1130a	1135a		1148a	1200p	
003		P	1112a	1117a	1125a	1139a	1144a			1158a	1205p	1230p	
008		B	1132a	1137a	1145a	1159a		1211p	1217p		1231p	110p	
101		P	1152a	1157a	1205p	1220p	1224p			1239p	1246p		ML 101p
107		B	1212p	1217p	1225p	1240p		1252p	1258p		112p	140p	
002		P	1232p	1237p	1245p	100p	104p			119p	126p		ML 141p
108		B	1252p	1257p	105p	120p		132p	138p		152p	210p	
005		P	112p	117p	125p	140p	144p			159p	206p		ML 221p
007		B	132p	137p	145p	200p		212p	218p		232p	250p	
703	122p	ML P	152p	157p	205p	220p	224p			239p	246p	330p	
009		B	212p	217p	225p	240p		252p	258p		312p	340p	
008		P	232p	237p	245p	300p	304p			319p	326p		ML 341p
010		B	252p	257p	305p	320p		332p	338p		352p	420p	
107		P	312p	317p	325p	340p	344p			359p	406p		ML 421p
108		B	332p	337p	345p	400p		412p	418p		432p		ML 447p
701		P	352p	357p	405p	420p	424p			439p	446p		ML 501p
705	342p	ML B	412p	417p	425p	440p		452p	458p		512p	530p	
704		P	432p	437p	445p	500p	504p			519p	526p	547p	
703		B	452p	457p	505p	520p		532p	538p		552p		ML 607p
009		P	512p	517p	525p	540p	544p			559p	606p	629p	

Route: 84 North Bergen - Jersey City - Journal Square
 Garage: Meadowlands
 Direction: To North Bergen

Run	From	Note	JONL SQAR	PALI NWK	PALI CONG	29TH NYAV	PARK HIWD	49TH BERG	60TH BERG	77TH BDWY	NUNG EJFK	Leave	To
111	.	B	532p	537p	545p	600p		609p	613p		625p	652p	
010	.	P	552p	557p	604p	617p	621p			635p	642p	709p	
012	.	B	612p	617p	624p	637p		646p	650p		702p	732p	
706	.	P	632p	637p	644p	657p	701p			715p	722p	800p	
705	.	B	654p	659p	706p	719p		728p	732p		744p		ML 759p
013	.	P	716p	721p	728p	741p	745p			759p	806p	830p	
009	.	B	738p	743p	750p	803p		812p	816p		828p		ML 843p
111	.	P	800p	805p	812p	825p	829p			843p	850p	910p	
010	.	B	822p	827p	834p	847p		856p	900p		912p		ML 927p
012	.	P	845p	850p	857p	910p	914p			928p	935p	950p	
706	.	B	910p	915p	922p	935p		944p	948p		1000p		ML1015p
013	.	P	935p	940p	947p	1000p	1004p			1016p	1022p	1035p	
111	.	B	1015p	1019p	1025p	1037p		1045p	1048p		1058p	1115p	
012	.	P	1055p	1059p	1105p	1117p	1121p			1133p	1139p	1200x	
013	.	B	1135p	1139p	1145p	1157p		1204x	1207x		1216x	1245x	
111	.	P	1215x	1219x	1225x	1236x	1239x			1251x	1257x		ML 112x
012	.	B	100x	104x	110x	121x		128x	131x		140x		ML 155x
013	.	B	200x	204x	210x	221x		228x	231x		240x		ML 255x

Notes: B - Trip operates Via Bergenline Ave.
 P - Trip operates via Park Ave. service

Route: 88 North Bergen - Jersey City - Journal Square
 Garage: Meadowlands
 Direction: To Jersey City

Run	From	Note	NUNG EJFK	48TH JFK	JFK& 32ND	8THJ FK	CENT MANH	JONL SQAR	Leave	To
003	610aML		625a	639a	643a	651a		706a	720a	
103	645aML		700a	714a	718a	726a		741a	755a	
002			735a	749a	753a	801a		816a	830a	
003		C	810a	824a	828a	836a	845a	853a	905a	
103			845a	859a	903a	911a		926a	940a	
002		C	920a	934a	938a	946a	955a	1003a	1015a	
003			955a	1010a	1015a	1025a		1041a	1050a	
103		C	1030a	1045a	1050a	1100a	1111a	1119a	1130a	
002			1110a	1125a	1130a	1140a		1156a	1210p	
003		C	1150a	1205p	1210p	1220p	1231p	1239p	1250p	
103			1230p	1245p	1250p	100p		116p	130p	
002		C	110p	125p	130p	140p	151p	159p		ML 219p
003			150p	205p	210p	220p		236p		ML 256p
103		C	230p	245p	250p	300p	311p	319p		ML 339p
007			310p	325p	330p	340p		356p	410p	
008		C	350p	405p	410p	420p	431p	439p	450p	
104			430p	445p	450p	500p		516p	530p	
007		C	510p	525p	530p	540p	551p	559p	610p	
008			550p	605p	609p	617p		632p	650p	
104		C	630p	644p	648p	656p	706p	713p	730p	
007			710p	724p	728p	736p		751p	810p	
008		C	750p	804p	808p	816p	826p	833p	850p	
104			830p	844p	848p	856p		911p	930p	
007			910p	922p	926p	934p		949p	1010p	
008			950p	1002p	1006p	1014p		1029p	1050p	

Notes: C - Trip operates Via Central Ave.

Route: 88 North Bergen - Jersey City - Journal Square
 Garage: Meadowlands
 Direction: To North Bergen

Run	From	Note	JONL SQAR	CENT MANH	8THJ FK	32ND &JFK	48TH JFK	NUNG EJFK	Leave	To
002	625aML		645a		657a	705a	710a	724a	735a	
003			720a		732a	740a	745a	759a	810a	
103			755a		807a	815a	820a	834a	845a	
002			830a		842a	850a	855a	909a	920a	
003		C	905a	911a	920a	928a	933a	947a	955a	
103			940a		952a	1000a	1005a	1019a	1030a	
002		C	1015a	1021a	1030a	1040a	1046a	1102a	1110a	
003			1050a		1104a	1114a	1120a	1136a	1150a	
103		C	1130a	1137a	1148a	1158a	1204p	1220p	1230p	
002			1210p		1224p	1234p	1240p	1256p	110p	
003		C	1250p	1257p	108p	118p	124p	140p	150p	
103			130p		144p	154p	200p	216p	230p	
007	140pML	C	210p	217p	228p	238p	244p	300p	310p	
008	220pML		250p		304p	314p	320p	336p	350p	
104	300pML	C	330p	337p	348p	358p	404p	420p	430p	
007			410p		424p	434p	440p	456p	510p	
008		C	450p	457p	508p	518p	524p	539p	550p	
104			530p		544p	553p	558p	612p	630p	
007		C	610p	617p	628p	637p	642p	656p	710p	
008			650p		704p	713p	718p	732p	750p	
104		C	730p	737p	747p	756p	801p	814p	830p	
007			810p		823p	831p	836p	849p	910p	
008		C	850p	857p	907p	915p	920p	933p	950p	
104			930p		943p	951p	956p	1009p		ML1024p
007			1010p		1023p	1031p	1036p	1049p		ML1104p
008			1050p		1103p	1111p	1116p	1129p		ML1144p

Notes: C - Trip operates Via Central Ave.

Route: 2 Jersey City - Journal Square - Secaucus
 Garage: Meadowlands
 Direction: To Secaucus

Run	From	Note	JONL SQAR	JFK& CARL	POST OFF	CTYA V&RD	CTYA SECR	SECA TOWN	COVE SBND	SECE NTER	ENTE EMER	MPKY SEAD	SECA JNCT	Leave	To
501	610aML	P	630a	635a	641a	646a	648a	652a	657a	701a	702a	705a	710a	725a	
502	710aML	P	730a	735a	741a	746a	748a	752a	757a	801a	802a	805a	810a	825a	
501			830a	835a		842a	844a	848a	853a	857a	858a	901a	906a	925a	
502			930a	935a		942a	944a	948a	953a	957a	958a	1001a	1006a	1025a	
501			1030a	1035a		1042a	1044a	1048a	1053a	1057a	1058a	1101a	1106a	1125a	
502		P	1130a	1135a	1141a	1146a	1148a	1152a	1157a	1201p	1202p	1205p	1210p	1225p	
501		P	1230p	1235p	1241p	1246p	1248p	1252p	1257p	101p	102p	105p	110p	125p	
502		P	130p	135p	141p	146p	148p	152p	157p	201p	202p	205p	210p	225p	
503	200pML	P	230p	235p	241p	246p	248p	252p	257p	301p	302p	305p	310p	325p	
705	300pML	P	330p	335p	341p	346p	348p	352p	357p	401p	402p	405p	410p	425p	
503			430p	435p		442p	444p	448p	453p	457p	458p	501p	506p	525p	
705		P	530p	535p	541p	546p	548p	552p	557p	601p	602p	605p	610p	625p	
503			630p	635p		642p	644p	648p	653p	657p	658p	701p	706p	725p	

Notes: P - Trips operate via N.J. International & Bulk Mail Center on County Road.

Route: 2 Jersey City - Journal Square - Secaucus
 Garage: Meadowlands
 Direction: To Jersey City

Run	From	Note	SECA JUNCT	MPKY SEAD	ENTE EMER	SECE NTER	COVE MBMD	SECA TOWN	CTYA SECR	CTYA V&RD	POST OFF	JFK& CARL	JONL SQAR	Leave	To
501	.	P	725a	729a	732a	733a	736a	742a	745a	747a	751a	758a	805a	830a	
502	.		825a	829a	832a	833a	836a	842a	845a	847a		854a	901a	930a	
501	.		925a	929a	932a	933a	936a	942a	945a	947a		954a	1001a	1030a	
502	.		1025a	1029a	1032a	1033a	1036a	1042a	1045a	1047a		1054a	1101a	1130a	
501	.		1125a	1129a	1132a	1133a	1136a	1142a	1145a	1147a		1154a	1201p	1230p	
502	.	P	1225p	1229p	1232p	1233p	1236p	1242p	1245p	1247p	1251p	1258p	105p	130p	
501	.	P	125p	129p	132p	133p	136p	142p	145p	147p	151p	158p	205p		ML 225p
502	.	P	225p	229p	232p	233p	236p	242p	245p	247p	251p	258p	305p		ML 325p
503	.	P	325p	329p	332p	333p	336p	342p	345p	347p	351p	358p	405p	430p	
705	.	P	425p	429p	432p	433p	436p	442p	445p	447p	451p	458p	505p	530p	
503	.		525p	529p	532p	533p	536p	542p	545p	547p		554p	601p	630p	
705	.		625p	629p	632p	633p	636p	642p	645p	647p		654p	701p		ML 721p
503	.		725p	729p	732p	733p	736p	742p	745p	747p		754p	801p		ML 821p

Notes: P - Trips operate via N.J. International & Bulk Mail Center on County Road.

Route: 84 North Bergen - Jersey City - Journal Square
 Garage: Meadowlands
 Direction: To Jersey City

Run	From	Note	NUNG ESSR	75BD WY	60TH BERG	49TH BERG	PARK 37TH	BERG 29TH	PALI CONG	PALI NWK	JONL SQAR	Leave	To
003	700a	ML B	715a		722a	725a		732a	745a	751a	756a	810a	
007	730a	ML P	745a	749a			802a	808a	821a	827a	832a	845a	
005	800a	ML B	815a		822a	825a		832a	845a	851a	856a	920a	
701		P	845a	849a			902a	908a	921a	927a	932a	955a	
003		B	915a		922a	925a		934a	948a	955a	1000a	1030a	
007		P	945a	950a			1004a	1011a	1025a	1032a	1037a	1105a	
703	1000a	ML B	1015a		1027a	1033a		1046a	1100a	1107a	1112a	1135a	
005		P	1045a	1050a			1104a	1111a	1125a	1132a	1137a	1205p	
701		B	1115a		1127a	1133a		1146a	1200p	1207p	1212p		ML1232p
003		P	1145a	1150a			1204p	1211p	1226p	1233p	1238p	105p	
007		B	1215p		1229p	1237p		1252p	107p	114p	119p	135p	
504	1240p	ML P	1255p	100p			114p	121p	136p	143p	148p	205p	
005		B	115p		129p	137p		152p	207p	214p	219p	235p	
010		P	155p	200p			214p	221p	236p	243p	248p	305p	
003		B	215p		229p	237p		252p	307p	314p	319p		ML 339p
007		P	255p	300p			314p	321p	336p	343p	348p		ML 408p
504		B	315p		329p	337p		352p	407p	414p	419p	435p	
013	340p	ML P	355p	400p			414p	421p	436p	443p	448p	505p	
010		B	415p		429p	437p		452p	507p	514p	519p	535p	
704		P	455p	500p			514p	521p	536p	543p	548p	605p	
506		B	515p		529p	537p		552p	606p	613p	617p	635p	
504		P	555p	600p			614p	621p	634p	641p	645p	705p	
013		B	625p		635p	640p		650p	703p	710p	714p	740p	
010		P	655p	700p			714p	721p	734p	741p	745p	810p	
506		B	740p		750p	755p		805p	818p	825p	829p	840p	
013		P	840p	845p			859p	906p	918p	924p	928p	940p	
506		B	940p		948p	952p		959p	1011p	1017p	1021p	1040p	
013		B	1040p		1048p	1052p		1059p	1111p	1117p	1121p	1140p	

Notes: B - Trip operates Via Bergenline Ave.
 P - Trip operates via Park Ave. service

Route: 84 North Bergen - Jersey City - Journal Square
 Garage: Meadowlands
 Direction: To North Bergen

Run	From	Note	JONL SQAR	PALI NWK	PALI CONG	29TH NYAV	PARK HIWD	49TH BERG	60TH BERG	77TH BDWY	NUNG EJFK	Leave	To
701	715a	ML B	730a	734a	740a	752a		800a	803a		813a	845a	
003		B	810a	814a	820a	832a		840a	843a		853a	915a	
007		P	845a	849a	855a	907a	910a			922a	927a	945a	
005		B	920a	924a	930a	942a		950a	953a		1004a	1045a	
701		P	955a	959a	1006a	1019a	1023a			1036a	1043a	1115a	
003		B	1030a	1034a	1041a	1054a		1105a	1110a		1122a	1145a	
007		P	1105a	1109a	1116a	1129a	1133a			1146a	1153a	1215p	
703		B	1135a	1139a	1146a	1159a		1209p	1214p		1228p		ML1243p
005		P	1205p	1210p	1217p	1231p	1235p			1249p	1256p	115p	
010	1215p	ML B	1235p	1240p	1247p	101p		111p	116p		130p	155p	
003		P	105p	110p	117p	131p	135p			149p	156p	215p	
007		B	135p	140p	147p	201p		211p	216p		230p	255p	
504		P	205p	210p	217p	231p	235p			249p	256p	315p	
005		B	235p	240p	247p	301p		311p	316p		330p		ML 345p
010		P	305p	310p	317p	331p	335p			349p	356p	415p	
704	315p	ML B	335p	340p	347p	401p		411p	416p		430p	455p	
506	345p	ML P	405p	410p	417p	431p	435p			449p	456p	515p	
504		B	435p	440p	447p	501p		511p	516p		530p	555p	
013		P	505p	510p	517p	531p	535p			549p	556p	625p	
010		B	535p	540p	547p	601p		611p	616p		630p	655p	
704		P	605p	610p	617p	631p	635p			648p	654p		ML 709p
506		B	635p	640p	647p	659p		707p	711p		722p	740p	
504		P	705p	710p	717p	729p	733p			746p	752p		ML 807p
013		B	740p	745p	752p	804p		812p	816p		827p	840p	
010		P	810p	815p	822p	834p	838p			851p	857p		ML 912p
506		B	840p	845p	852p	903p		910p	913p		919p	940p	
013		B	940p	944p	950p	1000p		1007p	1010p		1016p	1040p	
506		B	1040p	1044p	1050p	1100p		1107p	1110p		1116p		ML1131p
013		B	1140p	1144p	1150p	1200x		1207x	1210x		1216x		ML1231x

Notes: B - Trip operates Via Bergenline Ave.
 P - Trip operates via Park Ave. service

Route: 88 North Bergen - Jersey City - Journal Square
 Garage: Meadowlands
 Direction: To Jersey City

Run	From	Note	NUNG EJFK	48TH JFK	JFK& 32ND	8THJ FK	CENT MANH	JONL SQAR	Leave	To
003	610aML		625a	637a	640a	647a		659a	710a	
502	655aML		710a	722a	725a	732a		744a	755a	
003		C	755a	807a	810a	817a	825a	832a	840a	
502			840a	852a	855a	902a		914a	925a	
702	900aML	C	915a	927a	930a	939a	949a	956a	1010a	
003			950a	1004a	1009a	1018a		1033a	1050a	
502		C	1030a	1044a	1049a	1058a	1108a	1115a	1130a	
702			1110a	1124a	1129a	1138a		1153a	1210p	
003		C	1150a	1204p	1209p	1218p	1228p	1235p	1250p	
502			1230p	1244p	1249p	1258p		113p	130p	
702		C	110p	124p	129p	138p	148p	155p		ML 215p
003			150p	204p	209p	218p		233p		ML 253p
502		C	230p	244p	249p	258p	308p	315p		ML 335p
503			310p	324p	329p	338p		353p	410p	
706		C	350p	404p	409p	418p	428p	435p	450p	
008			430p	444p	449p	458p		513p	530p	
503		C	510p	524p	529p	538p	548p	555p	610p	
706			550p	604p	609p	618p		633p	650p	
008		C	640p	654p	659p	708p	718p	725p	730p	
503			730p	744p	749p	758p		812p	820p	
008			820p	832p	835p	843p		857p	910p	
503			910p	922p	925p	933p		947p	1000p	
008			1000p	1012p	1015p	1023p		1037p	1050p	

Notes: C - Trip operates Via Central Ave.

Route: 88 North Bergen - Jersey City - Journal Square
 Garage: Meadowlands
 Direction: To North Bergen

Run	From	Note	JONL SQAR	CENT MANH	8THJ FK	32ND &JFK	48TH JFK	NUNG EJFK	Leave	To
003	.		710a		722a	729a	733a	745a	755a	
502	.		755a		807a	814a	818a	830a	840a	
003	.	C	840a	846a	854a	901a	905a	917a	950a	
502	.		925a		938a	947a	953a	1007a	1030a	
702	.	C	1010a	1017a	1027a	1036a	1042a	1056a	1110a	
003	.		1050a		1103a	1112a	1118a	1132a	1150a	
502	.	C	1130a	1137a	1147a	1156a	1202p	1216p	1230p	
702	.		1210p		1223p	1232p	1238p	1252p	110p	
003	.	C	1250p	1257p	107p	116p	122p	136p	150p	
502	.		130p		143p	152p	158p	212p	230p	
503	.	140pML C	210p	217p	227p	236p	242p	256p	310p	
706	.	220pML	250p		303p	312p	318p	332p	350p	
008	.	300pML C	330p	337p	347p	356p	402p	416p	430p	
503	.		410p		423p	432p	438p	452p	510p	
706	.	C	450p	457p	507p	516p	522p	536p	550p	
008	.		530p		543p	552p	558p	612p	640p	
503	.	C	610p	617p	627p	636p	642p	656p	730p	
706	.		650p		703p	712p	718p	732p		ML 747p
008	.	C	730p	737p	747p	756p	801p	814p	820p	
503	.		820p		833p	840p	844p	857p	910p	
008	.		910p		923p	930p	934p	947p	1000p	
503	.		1000p		1013p	1020p	1024p	1037p		ML1052p
008	.		1050p		1103p	1110p	1114p	1127p		ML1142p

Notes: C - Trip operates Via Central Ave.

NEW JERSEY TRANSIT REQUEST FOR PROPOSAL

NO. 21-048B

NORTH HUDSON LOCAL BUS SERVICE

EXHIBIT B-2

SCHEDULES

22	North Bergen / Union City / Hoboken
23	North Bergen / Weehawken – Port Imperial / Hoboken
86	Union City / Jersey City / Newport Mall
89	North Bergen / Hoboken

Route: 22 North Bergen - Union City - Hoboken
 Garage: Meadowlands
 Direction: To Hoboken

Run	From	Note	NUNG ESSR	60TH BERG	49TH BERG	BERG HBLR	BERG 32ND	23RD BERG	14TH PARK	PALI CONG	HUDS TERM	Leave	To
004	545aML		600a	611a	616a		624a	627a	640a		652a	700a	
002	615aML	X				630a	637a	641a		650a	705a	745a	
725			630a	641a	646a		655a	658a	713a		726a	735a	89
001			655a	707a	713a		722a	725a	740a		753a	800a	
728	700aML	X				715a	723a	726a		738a	753a	840a	
003			720a	732a	738a		747a	750a	805a		818a	830a	
730	745aML	X				800a	808a	811a		823a	838a		ML 908a
002			745a	757a	803a		812a	815a	830a		843a	900a	
004			810a	822a	828a		837a	840a	855a		908a	935a	
728			840a	852a	858a		907a	910a	925a		938a		ML 953a
001			910a	922a	928a		937a	940a	955a		1008a	1015a	
003			940a	952a	958a		1009a	1012a	1026a		1039a	1055a	
002			1020a	1032a	1038a		1050a	1053a	1107a		1120a	1135a	
004			1100a	1112a	1118a		1130a	1133a	1147a		1200p	1215p	
001			1140a	1152a	1158a		1210p	1213p	1227p		1240p	1255p	
003			1220p	1232p	1238p		1250p	1253p	107p		120p	135p	
002			110p	122p	128p		140p	143p	157p		210p		ML 225p
004			140p	152p	158p		210p	213p	227p		240p		ML 255p
727	200pML		220p	232p	238p		250p	253p	307p		320p	330p	
007	240pML		300p	312p	318p		330p	333p	348p		401p	430p	
005			340p	353p	359p		411p	414p	429p		442p	500p	
729			410p	423p	429p		441p	444p	459p		512p	530p	
006	420pML		440p	453p	459p		511p	514p	529p		542p	555p	
727			510p	523p	529p		541p	544p	559p		612p	635p	
007			540p	553p	559p		611p	614p	629p		642p	650p	
005			610p	623p	629p		641p	644p	659p		711p	720p	
728		89	640p	653p	659p		707p	710p	723p		735p		ML 750p
006			710p	720p	725p		733p	736p	749p		801p	810p	
007			810p	820p	825p		833p	836p	849p		901p	910p	
006			910p	920p	925p		932p	935p	946p		957p	1010p	
007			1010p	1017p	1020p		1026p	1029p	1040p		1051p	1110p	

Notes: X - Hoboken Express trips begin or end at HBLR Bergenline Ave. Station in Lane 1.

Route: 22 North Bergen - Union City - Hoboken
 Garage: Meadowlands
 Direction: To North Bergen

Run	From	Note	HUDS TERM	14TH WASH	CONG PALI	23RD NYAV	29TH NYAV	49TH BERG	60TH BERG	NUNG EJFK	BERG HBLR	Leave	To
725	500aML		530a	538a		550a	553a	601a	604a	613a		630a	
001	530aML		600a	608a		620a	623a	631a	634a	643a		655a	
003	600aML		630a	638a		650a	653a	701a	705a	715a		720a	
004			700a	711a		726a	729a	739a	743a	753a		810a	
732	89		730a	741a		756a	759a	809a	813a	823a			ML 838a
001			800a	811a		826a	829a	839a	843a	853a		910a	
003			830a	841a		856a	859a	909a	913a	923a		940a	
002			900a	911a		926a	929a	940a	945a	956a		1020a	
004			935a	946a		1000a	1003a	1014a	1019a	1030a		1100a	
001			1015a	1026a		1040a	1043a	1054a	1059a	1110a		1140a	
003			1055a	1106a		1120a	1123a	1134a	1139a	1150a		1220p	
002			1135a	1146a		1200p	1203p	1216p	1221p	1233p		110p	
004			1215p	1227p		1242p	1245p	1258p	103p	115p		140p	
001			1255p	107p		122p	125p	138p	143p	155p			ML 210p
003			135p	147p		202p	205p	218p	223p	235p			ML 250p
005	155pML		215p	227p		242p	245p	258p	303p	315p		340p	
729	235pML		255p	307p		322p	325p	338p	343p	356p		410p	
727			330p	343p		359p	403p	416p	421p	434p		510p	
730	330pML		400p	413p		429p	433p	446p	451p	504p		535p	23
007			430p	443p		459p	503p	516p	521p	534p		540p	
005			500p	513p		529p	533p	546p	551p	604p		610p	
735	435pML	X	505p		515p	527p	531p			543p		620p	
729			530p	543p		559p	603p	616p	621p	634p		650p	89
733	520pML	X	550p		600p	612p	616p			628p			ML 638p
006			555p	608p		624p	628p	641p	646p	659p		710p	
735			620p	633p		649p	653p	706p	711p	724p			ML 739p
727		X	635p		645p	657p	701p			713p			ML 723p
007			650p	703p		719p	723p	736p	741p	754p		810p	
005			720p	733p		749p	753p	805p	808p	818p			ML 833p
006			810p	821p		834p	837p	847p	850p	900p		910p	
007			910p	921p		934p	937p	947p	950p	1000p		1010p	
006			1010p	1021p		1034p	1037p	1047p	1050p	1100p			ML1115p
007			1110p	1121p		1134p	1137p	1147p	1150p	1200x			ML1215x

Route: 22 North Bergen - Union City - Hoboken
Garage: Meadowlands
Direction: To North Bergen

Notes: X - Hoboken Express trips begin or end at HBLR Bergenline Ave. Station in Lane 1.

Route: 23 North Bergen - Weehawken - Hoboken
 Garage: Meadowlands
 Direction: To Hoboken

Run	From	Note	NUNG EJFK	BLVD 79TH	BLVD 60TH	BLVD HIGH	HUDS TERM	PRTI MPFR	Leave	To
726	515aML		530a	535a	541a			547a	615a	
726			615a	620a	626a			632a	700a	
726			700a	705a	712a			720a	750a	
727	705aML		720a	725a	733a	741a	801a			ML 831a
729	730aML		745a	750a	758a			806a	830a	
726			750a	755a	803a	811a	831a			ML 901a
729			830a	835a	843a			851a		ML 914a

Route: 23 North Bergen - Weehawken - Hoboken
 Garage: Meadowlands
 Direction: To North Bergen

Run	From	Note	HUDS TERM	BLVD HIGH	PRTI MPFR	PORT IMPL	BLVD 60TH	BLVD 79TH	FAIR DOTT	Leave	To
734	402pML				425p	427p	437p	444p	450p	538p	
737	437pML				500p	502p	513p	521p	528p	610p	
730	22				535p	537p	548p	556p	603p	638p	
734			538p	556p			604p	612p	619p	645p	
737					610p	612p	623p	631p	638p	720p	
734					645p	647p	658p	705p	711p		ML 726p
730			638p	656p			703p	709p	715p	755p	
737					720p	722p	732p	738p	744p		ML 759p
730					755p	757p	807p	813p	819p		ML 834p

Route: 86 Union City - Jersey City - Newport Centre Mall
 Garage: Meadowlands
 Direction: To Jersey City

Run	From	Note	49TH BERG	PARK 37TH	BERG 29TH	PALI CONG	PALI NWK	PACI BARB	COLU HUDS	NEWP ORT	Leave	To
001	525aML	X	540a	547a	554a	608a	615a		629a	635a	650a	
003	615aML	E	630a	637a	644a	658a	705a	715a	729a	736a	745a	
002	655aML	X	710a	717a	724a	738a	745a		759a	805a	840a	
001		E	800a	807a	814a	828a	835a	845a	859a	906a	940a	
003			900a	907a	914a	928a	935a	946a		1000a	1040a	
002			1000a	1007a	1014a	1028a	1035a	1046a		1100a	1140a	
001			1100a	1107a	1114a	1128a	1135a	1146a		1200p	1240p	
003			1200p	1207p	1214p	1228p	1235p	1246p		100p	140p	
002			100p	107p	114p	128p	135p	146p		200p		ML 230p
005	145pML		200p	207p	214p	228p	235p	246p		300p	330p	
006	245pML		300p	308p	320p	335p	343p	354p		409p	430p	
004			400p	408p	420p	435p	443p	454p		509p	530p	
005			500p	508p	520p	535p	543p	554p		609p	630p	
006			600p	608p	620p	635p	643p	654p		708p	730p	
004			700p	707p	714p	728p	734p	744p		757p	830p	
005			800p	807p	814p	828p	834p	844p		857p	915p	
006			850p	857p	904p	918p	924p	934p		947p	1000p	

Notes: E - Trip operates via Exchange Place service.
 X - Trip operates via Pacific Ave. by-pass service.

Route: 86 Union City - Jersey City - Newport Centre Mall
 Garage: Meadowlands
 Direction: To Union City

Run	From	Note	NEWP ORT	COLU HUDS	PACI BARB	PALI NWK	PALI CONG	29TH NYAV	PARK HIWD	49TH BERG	Leave	To
001	.		650a		702a	714a	722a	736a	741a	747a	800a	
003	.		745a		757a	809a	817a	831a	836a	842a	900a	
002	.		840a		852a	904a	913a	927a	932a	939a	1000a	
001	.		940a		953a	1006a	1015a	1029a	1034a	1041a	1100a	
003	.		1040a		1053a	1106a	1115a	1129a	1134a	1141a	1200p	
002	.		1140a		1153a	1206p	1215p	1229p	1234p	1241p	100p	
001	.		1240p		1253p	106p	115p	129p	134p	141p		ML 151p
003	.		140p		153p	206p	215p	229p	235p	243p		ML 253p
004	.	155pML	E 230p	241p	253p	307p	316p	333p	339p	347p	400p	
005	.		E 330p	341p	353p	407p	416p	433p	439p	447p	500p	
006	.	E	430p	441p	453p	507p	516p	533p	539p	547p	600p	
004	.	X	530p	541p		552p	601p	618p	624p	632p	700p	
005	.	E	630p	639p	649p	701p	708p	721p	725p	731p	800p	
006	.		730p		743p	755p	802p	815p	819p	825p	850p	
004	.		830p		843p	855p	902p	913p	916p	922p		ML 932p
005	.		915p		927p	938p	945p	956p	959p	1005p		ML1015p
006	.		1000p		1012p	1023p	1030p	1041p	1044p	1050p		ML1100p

Notes: E - Trip operates via Exchange Place service.
 X - Trip operates via Pacific Ave. by-pass service.

Route: 89 North Bergen - Hoboken
 Garage: Meadowlands
 Direction: To Hoboken

Run	From	Note	NUNG ESSR	75BD WY	BERG 59TH	49TH BERG	PARK 37TH	HUDD TERM	Leave	To
731	515aML		530a	533a	541a	545a	552a	608a	630a	
002	545aML		600a	605a	615a	620a	628a	646a	700a	
732	615aML		630a	635a	645a	650a	658a	716a	730a	22
001			700a	705a	715a	720a	728a	746a	810a	
731			735a	740a	750a	755a	803a	821a	845a	
002			810a	815a	825a	830a	838a	856a	920a	
725			845a	850a	900a	907a	916a	937a		ML 952a
001			920a	925a	937a	944a	953a	1014a	1025a	
002			1025a	1030a	1042a	1049a	1058a	1119a	1130a	
001			1130a	1135a	1147a	1154a	1203p	1224p	1235p	
002			1235p	1240p	1252p	1259p	108p	129p		ML 144p
725	120pML		140p	145p	157p	204p	213p	234p	245p	
726			245p	250p	302p	309p	318p	339p	355p	
736	300pML		320p	325p	336p	343p	352p	413p	430p	
003	335pML		355p	400p	411p	418p	427p	448p	505p	
728			430p	435p	446p	453p	502p	523p	540p	
004	445pML		505p	510p	521p	528p	537p	558p	615p	
736			540p	545p	556p	603p	612p	633p	650p	
003			615p	620p	631p	638p	647p	707p	725p	
729	22		650p	655p	705p	710p	718p	736p		ML 751p
004			725p	730p	739p	744p	752p	810p	825p	
003			825p	830p	839p	844p	852p	908p	925p	
004			925p	928p	935p	939p	945p	959p	1025p	
003			1025p	1028p	1035p	1039p	1045p	1059p	1125p	
004			1125p	1128p	1135p	1139p	1145p	1159p	1225x	

Route: 89 North Bergen - Hoboken
 Garage: Meadowlands
 Direction: To North Bergen

Run	From	Note	HUDS TERM	PARK HIWD	49TH BERG	60TH BERG	77TH BDWY	NUNG EJFK	Leave	To
001	530a	ML	600a	616a	623a	627a	636a	642a	700a	
731			630a	646a	653a	657a	706a	712a	735a	
002			700a	716a	723a	727a	736a	742a	810a	
725	22		735a	751a	758a	802a	811a	817a	845a	
001			810a	826a	833a	837a	846a	852a	920a	
731			845a	901a	909a	915a	925a	932a		ML 947a
002			920a	939a	947a	953a	1003a	1010a	1025a	
001			1025a	1044a	1052a	1058a	1108a	1115a	1130a	
002			1130a	1149a	1157a	1203p	1213p	1220p	1235p	
001			1235p	1254p	102p	108p	118p	125p		ML 140p
726	120p	ML	140p	159p	207p	213p	223p	230p	245p	
725			245p	306p	315p	321p	332p	339p		ML 354p
728	300p	ML	320p	341p	350p	356p	407p	414p	430p	
726			355p	416p	425p	431p	442p	449p		ML 504p
736			430p	451p	500p	506p	517p	524p	540p	
003			505p	526p	535p	541p	552p	559p	615p	
728			540p	601p	610p	616p	627p	633p	640p	22
004			615p	635p	642p	646p	656p	702p	725p	
736			650p	708p	715p	719p	729p	735p		ML 750p
003			725p	743p	750p	754p	804p	810p	825p	
004			825p	843p	850p	854p	903p	909p	925p	
003			925p	939p	945p	948p	956p	1002p	1025p	
004			1025p	1039p	1045p	1048p	1056p	1102p	1125p	
003			1125p	1139p	1145p	1148p	1156p	1202x		ML1217x
004			1225x	1236x	1243x	1246x	1254x	1259x		ML 114x

Route: 22 North Bergen - Union City - Hoboken
 Garage: Meadowlands
 Direction: To Hoboken

Run	From	Note	NUNG ESSR	60TH BERG	49TH BERG	BERG 32ND	23RD BERG	14TH PARK	HUDD TERM	Leave	To
003	545aML		600a	610a	614a	621a	624a	635a	644a	700a	
002			640a	650a	654a	701a	704a	715a	724a	740a	
103			715a	725a	729a	737a	740a	752a	803a	820a	
003			750a	800a	805a	813a	816a	828a	839a	900a	
104	810aML		825a	835a	840a	848a	851a	903a	914a	940a	
002			900a	910a	915a	923a	926a	939a	952a	1015a	
103			935a	948a	955a	1007a	1010a	1023a	1036a	1050a	
003			1010a	1023a	1030a	1042a	1045a	1058a	1111a	1125a	
104			1045a	1058a	1105a	1117a	1120a	1133a	1146a	1205p	
002			1120a	1133a	1140a	1152a	1155a	1209p	1222p	1245p	
103			1200p	1213p	1221p	1237p	1240p	1254p	107p	125p	
003			1240p	1253p	101p	117p	120p	134p	147p		ML 202p
104			120p	133p	141p	157p	200p	214p	227p	245p	
006	145pML		200p	213p	221p	237p	240p	254p	307p	325p	
108	225pML		240p	253p	301p	317p	320p	334p	347p	405p	
005			320p	333p	341p	357p	400p	414p	427p	445p	
007	345pML		400p	413p	421p	437p	440p	454p	507p	525p	
006			440p	453p	501p	517p	520p	534p	547p	605p	
108			520p	533p	541p	557p	600p	614p	627p	645p	
005			600p	613p	621p	637p	640p	654p	707p	725p	
007			640p	653p	701p	717p	720p	734p	747p	810p	
006			720p	733p	741p	757p	800p	811p	823p	840p	
108			810p	819p	823p	830p	833p	844p	856p	910p	
007			910p	919p	923p	930p	933p	944p	956p	1010p	
108			1010p	1019p	1023p	1030p	1033p	1044p	1056p	1110p	

Route: 22 North Bergen - Union City - Hoboken
 Garage: Meadowlands
 Direction: To North Bergen

Run	From	Note	HUDS TERM	14TH WASH	23RD NYAV	29TH NYAV	49TH BERG	60TH BERG	NUNG EJFK	Leave	To
002	520aML		540a	548a	600a	603a	611a	615a	625a	640a	
103	600aML		620a	628a	640a	643a	651a	655a	705a	715a	
003			700a	708a	720a	723a	731a	735a	745a	750a	
002			740a	748a	800a	803a	811a	815a	825a	900a	
103			820a	828a	840a	843a	854a	859a	909a	935a	
003			900a	910a	922a	925a	936a	941a	951a	1010a	
104			940a	950a	1002a	1005a	1016a	1021a	1031a	1045a	
002			1015a	1025a	1037a	1040a	1051a	1056a	1106a	1120a	
103			1050a	1100a	1112a	1115a	1126a	1131a	1141a	1200p	
003			1125a	1135a	1147a	1150a	1201p	1206p	1219p	1240p	
104			1205p	1217p	1231p	1234p	1245p	1250p	103p	120p	
002			1245p	1257p	111p	114p	125p	130p	143p		ML 158p
103			125p	137p	151p	154p	205p	210p	223p		ML 238p
005	145pML		205p	217p	231p	234p	245p	250p	303p	320p	
104			245p	257p	311p	314p	325p	330p	343p		ML 358p
006			325p	337p	351p	354p	405p	410p	423p	440p	
108			405p	417p	431p	434p	445p	450p	503p	520p	
005			445p	457p	511p	514p	525p	530p	543p	600p	
007			525p	537p	551p	554p	605p	610p	623p	640p	
006			605p	617p	631p	634p	645p	650p	703p	720p	
108			645p	657p	711p	714p	725p	730p	743p	810p	
005			725p	737p	751p	754p	804p	808p	818p		ML 833p
007			810p	822p	834p	837p	845p	849p	859p	910p	
006			840p	852p	904p	907p	915p	919p	929p		ML 944p
108			910p	922p	934p	937p	945p	949p	959p	1010p	
007			1010p	1022p	1034p	1037p	1045p	1049p	1059p		ML1114p
108			1110p	1122p	1134p	1137p	1145p	1149p	1159p		ML1214x

Route: 86 Union City - Jersey City - Newport Centre Mall
 Garage: Meadowlands
 Direction: To Jersey City

Run	From	Note	49TH BERG	PARK 37TH	BERG 29TH	PALI CONG	PALI NWK	PACI BARB	NEWP ORT	Leave	To
003	830aML		845a	851a	857a	910a	916a	926a	941a	1005a	
725	945aML		1000a	1008a	1015a	1029a	1036a	1046a	1103a	1120a	
003			1115a	1123a	1130a	1144a	1151a	1201p	1218p	1230p	
725			1230p	1237p	1245p	100p	107p	118p	135p	150p	
003			145p	152p	200p	215p	222p	233p	250p	305p	
004	250pML		305p	312p	320p	335p	342p	353p	410p	415p	
005	400pML		415p	422p	430p	445p	452p	503p	520p	535p	
004			530p	537p	545p	600p	606p	616p	631p	650p	
005			645p	652p	659p	714p	720p	730p	745p	755p	
004			800p	807p	814p	829p	835p	845p	900p	910p	
005			900p	905p	912p	924p	930p	939p	952p	1010p	

Route: 86 Union City - Jersey City - Newport Centre Mall
 Garage: Meadowlands
 Direction: To Union City

Run	From	Note	NEWP ORT	PACI BARB	PALI NWK	PALI CONG	29TH NYAV	PARK HIWD	49TH BERG	Leave	To
003	.		1005a	1018a	1030a	1037a	1051a	1056a	1104a	1115a	
725	.		1120a	1133a	1145a	1152a	1206p	1210p	1218p	1230p	
003	.		1230p	1245p	1258p	106p	121p	125p	133p	145p	
725	.		150p	205p	218p	226p	241p	245p	253p		ML 303p
003	.		305p	320p	333p	341p	356p	400p	408p		ML 418p
004	.		415p	430p	443p	451p	506p	510p	518p	530p	
005	.		535p	550p	603p	611p	624p	628p	634p	645p	
004	.		650p	704p	716p	724p	737p	741p	747p	800p	
005	.		755p	809p	821p	829p	842p	846p	852p	900p	
004	.		910p	924p	936p	944p	957p	1001p	1007p		ML1017p
005	.		1010p	1023p	1033p	1040p	1052p	1056p	1102p		ML1112p

Route: 89 North Bergen - Hoboken
 Garage: Meadowlands
 Direction: To Hoboken

Run	From	Note	NUNG ESSR	75BD WY	BERG 59TH	49TH BERG	PARK 37TH	HUDS TERM	Leave	To
101	610aML		625a	629a	638a	643a	651a	707a	725a	
102			725a	729a	738a	743a	751a	807a	825a	
101			825a	829a	838a	843a	851a	907a	925a	
102			925a	929a	940a	947a	956a	1016a	1025a	
101			1025a	1030a	1041a	1048a	1057a	1117a	1125a	
102			1125a	1130a	1141a	1148a	1157a	1218p	1225p	
101			1225p	1230p	1241p	1249p	1257p	118p	125p	
102			125p	130p	141p	149p	157p	218p	225p	
726	210pML		225p	230p	241p	249p	257p	318p	325p	
003	310pML		325p	330p	341p	349p	357p	418p	425p	
004	410pML		425p	430p	441p	449p	457p	518p	525p	
003			525p	530p	541p	549p	557p	616p	625p	
004			625p	630p	639p	645p	652p	711p	725p	
003			725p	730p	739p	745p	752p	811p	825p	
004			825p	830p	839p	845p	852p	909p	925p	
003			925p	929p	937p	941p	948p	1004p	1025p	
004			1025p	1029p	1037p	1041p	1048p	1104p	1125p	
003			1125p	1129p	1137p	1141p	1148p	1204x		ML1219x

Route: 89 North Bergen - Hoboken
 Garage: Meadowlands
 Direction: To North Bergen

Run	From	Note	HUDS TERM	PARK HIWD	49TH BERG	60TH BERG	77TH BDWY	NUNG EJFK	Leave	To
102	605a	ML	625a	638a	644a	647a	655a	702a	725a	
101			725a	738a	744a	747a	755a	802a	825a	
102			825a	838a	844a	847a	855a	902a	925a	
101			925a	938a	944a	947a	955a	1002a	1025a	
102			1025a	1043a	1051a	1057a	1107a	1113a	1125a	
101			1125a	1143a	1151a	1157a	1207p	1214p	1225p	
102			1225p	1245p	1254p	100p	110p	117p	125p	
101			125p	145p	154p	200p	210p	217p		ML 232p
102			225p	245p	254p	300p	310p	317p		ML 332p
726			325p	345p	354p	400p	410p	417p		ML 432p
003			425p	445p	454p	500p	510p	517p	525p	
004			525p	545p	554p	600p	610p	616p	625p	
003			625p	644p	652p	656p	706p	712p	725p	
004			725p	744p	752p	756p	806p	812p	825p	
003			825p	844p	852p	856p	906p	912p	925p	
004			925p	944p	952p	956p	1005p	1011p	1025p	
003			1025p	1041p	1047p	1050p	1059p	1105p	1125p	
004			1125p	1141p	1147p	1150p	1159p	1205x		ML1220x

Route: 22 North Bergen - Union City - Hoboken
 Garage: Meadowlands
 Direction: To Hoboken

Run	From	Note	NUNG ESSR	60TH BERG	49TH BERG	BERG 32ND	23RD BERG	14TH PARK	HUDD TERM	Leave	To
727	845a	ML	900a	909a	914a	921a	924a	936a	948a	1015a	
725			935a	946a	951a	1002a	1005a	1018a	1030a	1050a	
726			1010a	1021a	1026a	1037a	1040a	1053a	1105a	1125a	
003			1045a	1056a	1101a	1112a	1115a	1128a	1140a	1205p	
727			1120a	1131a	1136a	1147a	1150a	1203p	1216p		ML1231p
502	1145a	ML	1200p	1213p	1220p	1238p	1241p	1254p	107p	125p	
503	1225p	ML	1240p	1253p	100p	118p	121p	134p	147p	205p	
003			120p	133p	140p	158p	201p	214p	227p	245p	
006			200p	213p	220p	238p	241p	254p	307p	325p	
502			240p	253p	300p	318p	321p	334p	347p	405p	
503			320p	333p	340p	358p	401p	414p	426p	445p	
003			400p	412p	418p	431p	434p	447p	459p		ML 514p
006			440p	452p	458p	511p	514p	527p	539p	605p	
502			520p	532p	538p	551p	554p	607p	619p	645p	
503			600p	612p	618p	631p	634p	647p	659p	725p	
731			640p	652p	658p	708p	711p	723p	734p		ML 749p
006			720p	730p	735p	744p	747p	759p	810p	820p	

Route: 22 North Bergen - Union City - Hoboken
 Garage: Meadowlands
 Direction: To North Bergen

Run	From	Note	HUDS TERM	14TH WASH	23RD NYAV	29TH NYAV	49TH BERG	60TH BERG	NUNG EJFK	Leave	To
725	800a	ML	820a	829a	841a	844a	854a	858a	907a	935a	
726	840a	ML	900a	909a	921a	924a	934a	938a	947a	1010a	
003	920a	ML	940a	949a	1001a	1004a	1014a	1018a	1027a	1045a	
727			1015a	1024a	1036a	1039a	1049a	1053a	1102a	1120a	
725			1050a	1059a	1111a	1114a	1124a	1128a	1137a		ML1152a
726			1125a	1134a	1146a	1149a	1159a	1205p	1218p		ML1233p
003			1205p	1217p	1230p	1233p	1245p	1251p	104p	120p	
006	1225p	ML	1245p	1257p	110p	113p	125p	131p	144p	200p	
502			125p	137p	150p	153p	205p	211p	224p	240p	
503			205p	217p	230p	233p	245p	251p	304p	320p	
003			245p	257p	310p	313p	325p	331p	344p	400p	
006			325p	337p	350p	353p	405p	411p	424p	440p	
502			405p	417p	430p	433p	445p	451p	504p	520p	
503			445p	457p	510p	513p	525p	531p	544p	600p	
731	505p	ML	525p	537p	550p	553p	605p	611p	624p	640p	
006			605p	617p	630p	633p	645p	651p	703p	720p	
502			645p	657p	708p	711p	720p	724p	734p		ML 749p
503			725p	735p	746p	749p	758p	802p	812p		ML 827p
006			820p	830p	841p	844p	853p	857p	907p		ML 922p

Route: 86 Union City - Jersey City - Newport Centre Mall
 Garage: Meadowlands
 Direction: To Jersey City

Run	From	Note	49TH BERG	PARK 37TH	BERG 29TH	PALI CONG	PALI NWK	PACI BARB	NEWP ORT	Leave	To
728	845aML		900a	906a	913a	927a	934a	944a	959a	1010a	
004	955aML		1010a	1016a	1023a	1037a	1044a	1054a	1109a	1120a	
728			1120a	1126a	1133a	1147a	1154a	1204p	1218p		ML1243p
004			1230p	1237p	1244p	1257p	103p	113p	127p	140p	
005			140p	147p	154p	207p	213p	223p	237p	250p	
004			250p	257p	304p	317p	323p	333p	347p	400p	
005			400p	407p	414p	427p	433p	443p	457p	510p	
004			510p	517p	524p	537p	543p	553p	607p	620p	
005			620p	626p	632p	645p	651p	700p	714p	730p	

Route: 86 Union City - Jersey City - Newport Centre Mall
 Garage: Meadowlands
 Direction: To Union City

Run	From	Note	NEWP ORT	PACI BARB	PALI NWK	PALI CONG	29TH NYAV	PARK HIWD	49TH BERG	Leave	To
728	.		1010a	1024a	1035a	1042a	1055a	1059a	1106a	1120a	
004	.		1120a	1134a	1145a	1152a	1205p	1209p	1216p	1230p	
005	.	1210pML	1230p	1245p	1257p	104p	117p	121p	128p	140p	
004	.		140p	155p	207p	214p	227p	231p	238p	250p	
005	.		250p	305p	317p	324p	337p	341p	348p	400p	
004	.		400p	415p	427p	434p	447p	451p	458p	510p	
005	.		510p	525p	537p	544p	557p	601p	608p	620p	
004	.		620p	634p	645p	652p	705p	708p	714p		ML 724p
005	.		730p	743p	754p	801p	814p	817p	823p		ML 833p

Route: 89 North Bergen - Hoboken
 Garage: Meadowlands
 Direction: To Hoboken

Run	From	Note	NUNG ESSR	75BD WY	BERG 59TH	49TH BERG	PARK 37TH	HUDS TERM	Leave	To
501	610aML		625a	629a	637a	641a	648a	703a	725a	
502			725a	729a	737a	741a	748a	803a	825a	
501			825a	829a	837a	841a	848a	903a	925a	
502			925a	929a	939a	945a	953a	1012a	1025a	
501			1025a	1030a	1040a	1046a	1054a	1113a	1125a	
502				1125a	1130a	1140a	1146a	1154a	1214p	1225p
501			1225p	1231p	1241p	1248p	1256p	116p	125p	
502			125p	131p	141p	148p	156p	216p		ML 231p
729	210pML		225p	231p	241p	248p	256p	316p	325p	
730			325p	331p	341p	348p	356p	416p		ML 431p
004	410pML		425p	431p	441p	448p	456p	516p	525p	
503			525p	531p	541p	548p	556p	614p	625p	
004			625p	629p	638p	643p	649p	706p	725p	
503			725p	729p	738p	743p	749p	806p	825p	
004			825p	829p	838p	843p	849p	905p	925p	
503			925p	929p	937p	940p	946p	1000p	1025p	
004			1025p	1029p	1037p	1040p	1046p	1100p	1125p	
503			1125p	1129p	1137p	1140p	1146p	1200x		ML1215x

Route: 89 North Bergen - Hoboken
 Garage: Meadowlands
 Direction: To North Bergen

Run	From	Note	HUDS TERM	PARK HIWD	49TH BERG	60TH BERG	77TH BDWY	NUNG EJFK	Leave	To
502	605aML		625a	637a	643a	646a	654a	659a	725a	
501			725a	737a	743a	746a	754a	759a	825a	
502			825a	837a	843a	846a	854a	859a	925a	
501			925a	937a	943a	946a	954a	959a	1025a	
502			1025a	1042a	1049a	1054a	1103a	1109a	1125a	
501			1125a	1142a	1149a	1154a	1203p	1209p	1225p	
502			1225p	1244p	1252p	1257p	107p	113p	125p	
501			125p	144p	152p	157p	207p	213p		ML 228p
730	205pML		225p	244p	252p	257p	307p	313p	325p	
729			325p	344p	352p	357p	407p	413p		ML 428p
503	405pML		425p	444p	452p	457p	507p	513p	525p	
004			525p	544p	552p	557p	607p	613p	625p	
503			625p	643p	650p	654p	703p	709p	725p	
004			725p	743p	750p	754p	803p	809p	825p	
503			825p	843p	850p	854p	903p	909p	925p	
004			925p	939p	945p	948p	956p	1002p	1025p	
503			1025p	1039p	1045p	1048p	1056p	1102p	1125p	
004			1125p	1139p	1145p	1148p	1156p	1202x		ML1217x

NEW JERSEY TRANSIT REQUEST FOR PROPOSAL

NO. 21-048A HUDSON COUNTY LOCAL BUS

SERVICE EXHIBIT C-1

SUPPLEMENTAL STATISTICS

2	Jersey City / Journal Square / Secaucus
84	North Bergen / Jersey City / Secaucus
88	North Bergen / Jersey City / Secaucus

Hudson County Local Bus Service

Routes 2, 84, 88

Initial Contract: June 26, 2022 through June 21, 2025

First Option: June 22, 2025 through June 19, 2027

Second Option: June 20, 2027 through June 23, 2029

Service Schedule Effective as of : June 26, 2021

Contract Hours

Month	Wkldy	Sat	Sun	Hol A	Hol B	Hol C	Hol D	Weekday	Saturday	Sunday	Hol A	Hol B	Hol C	Hol D	Total Weekday	Total Saturday	Total Sunday	Total Hol A	Total Hol B	Total Hol C	Total Hol D	Total Hours
June 26-30, 2022	4	0	1	0	0	0	0	324.41	211.81	133.53	133.53	225.17	192.92	211.81	1,297.64	0.00	133.53	0.00	0.00	0.00	0.00	1,431.17
Total:	4	0	1	0	0	0	0							1,297.64	0.00	133.53	0.00	0.00	0.00	0.00	0.00	1,431.17
	5																					
Month	Wkldy	Sat	Sun	Hol A	Hol B	Hol C	Hol D	Weekday	Saturday	Sunday	Hol A	Hol B	Hol C	Hol D	Total Weekday	Total Saturday	Total Sunday	Total Hol A	Total Hol B	Total Hol C	Total Hol D	Total Hours
July, 2022	20	5	5	0	0	1	0	324.41	211.81	133.53	133.53	225.17	192.92	211.81	6,488.20	1,059.05	667.65	0.00	0.00	192.92	0.00	8,407.82
August, 2022	23	4	4	0	0	0	0	324.41	211.81	133.53	133.53	225.17	192.92	211.81	7,461.43	847.24	534.12	0.00	0.00	0.00	0.00	8,842.79
September, 2022	21	4	4	1	0	0	0	324.41	211.81	133.53	133.53	225.17	192.92	211.81	6,812.61	847.24	534.12	133.53	0.00	0.00	0.00	8,327.50
October, 2022	21	5	5	0	0	0	0	324.41	211.81	133.53	133.53	225.17	192.92	211.81	6,812.61	1,059.05	667.65	0.00	0.00	0.00	0.00	8,539.31
November, 2022	21	4	4	1	0	0	0	324.41	211.81	133.53	133.53	225.17	192.92	211.81	6,812.61	847.24	534.12	133.53	0.00	0.00	0.00	8,327.50
December, 2022	21	5	3	1	0	0	1	324.41	211.81	133.53	133.53	225.17	192.92	211.81	6,812.61	1,059.05	400.59	133.53	0.00	0.00	211.81	8,617.59
January, 2023	21	4	4	1	0	0	1	324.41	211.81	133.53	133.53	225.17	192.92	211.81	6,812.61	847.24	534.12	133.53	0.00	0.00	0.00	8,539.31
February, 2023	19	4	4	0	1	0	0	324.41	211.81	133.53	133.53	225.17	192.92	211.81	6,163.79	847.24	534.12	0.00	225.17	0.00	0.00	7,770.32
March, 2023	23	4	4	0	0	0	0	324.41	211.81	133.53	133.53	225.17	192.92	211.81	7,461.43	847.24	534.12	0.00	0.00	0.00	0.00	8,842.79
April, 2023	20	5	4	1	0	0	0	324.41	211.81	133.53	133.53	225.17	192.92	211.81	6,488.20	1,059.05	534.12	133.53	0.00	0.00	0.00	8,214.90
May, 2023	22	4	4	1	0	0	0	324.41	211.81	133.53	133.53	225.17	192.92	211.81	7,137.02	847.24	534.12	133.53	0.00	0.00	0.00	8,651.91
June, 2023	22	4	4	0	0	0	0	324.41	211.81	133.53	133.53	225.17	192.92	211.81	7,137.02	847.24	534.12	0.00	0.00	0.00	0.00	8,518.38
Total:	254	52	49	6	1	1	2							82,400.14	11,014.12	6,542.97	801.18	225.17	192.92	423.62	0.00	101,600.12
	365																					
Running Total:															83,697.78	11,014.12	6,676.50	801.18	225.17	192.92	423.62	103,031.29
Month	Wkldy	Sat	Sun	Hol A	Hol B	Hol C	Hol D	Weekday	Saturday	Sunday	Hol A	Hol B	Hol C	Hol D	Total Weekday	Total Saturday	Total Sunday	Total Hol A	Total Hol B	Total Hol C	Total Hol D	Total Hours
July, 2023	20	5	5	0	0	1	0	324.41	211.81	133.53	133.53	225.17	192.92	211.81	6,488.20	1,059.05	667.65	0.00	0.00	192.92	0.00	8,407.82
August, 2023	23	4	4	0	0	0	0	324.41	211.81	133.53	133.53	225.17	192.92	211.81	7,461.43	847.24	534.12	0.00	0.00	0.00	0.00	8,842.79
September, 2023	20	5	4	1	0	0	0	324.41	211.81	133.53	133.53	225.17	192.92	211.81	6,488.20	1,059.05	534.12	133.53	0.00	0.00	0.00	8,214.90
October, 2023	22	4	5	0	0	0	0	324.41	211.81	133.53	133.53	225.17	192.92	211.81	7,137.02	847.24	667.65	0.00	0.00	0.00	0.00	8,651.91
November, 2023	21	4	4	1	0	0	0	324.41	211.81	133.53	133.53	225.17	192.92	211.81	6,812.61	847.24	534.12	133.53	0.00	0.00	0.00	8,327.50
December, 2023	20	5	5	1	0	0	0	324.41	211.81	133.53	133.53	225.17	192.92	211.81	6,488.20	1,059.05	667.65	133.53	0.00	0.00	0.00	8,348.43
January, 2024	22	4	4	1	0	0	0	324.41	211.81	133.53	133.53	225.17	192.92	211.81	7,137.02	847.24	534.12	133.53	0.00	0.00	0.00	8,651.91
February, 2024	20	4	4	0	1	0	0	324.41	211.81	133.53	133.53	225.17	192.92	211.81	6,488.20	847.24	534.12	0.00	225.17	0.00	0.00	8,094.73
March, 2024	21	5	4	1	0	0	0	324.41	211.81	133.53	133.53	225.17	192.92	211.81	6,812.61	1,059.05	534.12	133.53	0.00	0.00	0.00	8,539.31
April, 2024	22	4	4	0	0	0	0	324.41	211.81	133.53	133.53	225.17	192.92	211.81	7,137.02	847.24	534.12	0.00	0.00	0.00	0.00	8,518.38
May, 2024	22	4	4	1	0	0	0	324.41	211.81	133.53	133.53	225.17	192.92	211.81	7,137.02	847.24	534.12	133.53	0.00	0.00	0.00	8,651.91
June, 2024	20	5	5	0	0	0	0	324.41	211.81	133.53	133.53	225.17	192.92	211.81	6,488.20	1,059.05	667.65	0.00	0.00	0.00	0.00	8,214.90
Total:	253	53	52	6	1	1	0							82,075.73	11,225.93	6,943.56	801.18	225.17	192.92	0.00	0.00	101,464.49
	366																					
Running Total:															165,773.51	22,240.05	13,620.06	1,602.36	450.34	385.84	423.62	204,495.78
Month	Wkldy	Sat	Sun	Hol A	Hol B	Hol C	Hol D	Weekday	Saturday	Sunday	Hol A	Hol B	Hol C	Hol D	Total Weekday	Total Saturday	Total Sunday	Total Hol A	Total Hol B	Total Hol C	Total Hol D	Total Hours
July, 2024	22	4	4	0	0	1	0	324.41	211.81	133.53	133.53	225.17	192.92	211.81	7,137.02	847.24	534.12	0.00	0.00	192.92	0.00	8,711.30
August, 2024	22	5	4	0	0	0	0	324.41	211.81	133.53	133.53	225.17	192.92	211.81	7,137.02	1,059.05	534.12	0.00	0.00	0.00	0.00	8,730.19
September, 2024	20	4	5	1	0	0	0	324.41	211.81	133.53	133.53	225.17	192.92	211.81	6,488.20	847.24	667.65	133.53	0.00	0.00	0.00	8,136.62
October, 2024	23	4	4	0	0	0	0	324.41	211.81	133.53	133.53	225.17	192.92	211.81	7,461.43	847.24	534.12	0.00	0.00	0.00	0.00	8,842.79
November, 2024	20	5	4	1	0	0	0	324.41	211.81	133.53	133.53	225.17	192.92	211.81	6,488.20	1,059.05	534.12	133.53	0.00	0.00	0.00	8,214.90
December, 2024	21	4	5	1	0	0	0	324.41	211.81	133.53	133.53	225.17	192.92	211.81	6,812.61	847.24	667.65	133.53	0.00	0.00	0.00	8,461.03
January, 2025	22	4	4	1	0	0	0	324.41	211.81	133.53	133.53	225.17	192.92	211.81	7,137.02	847.24	534.12	133.53	0.00	0.00	0.00	8,651.91
February, 2025	19	4	4	0	1	0	0	324.41	211.81	133.53	133.53	225.17	192.92	211.81	6,163.79	847.24	534.12	0.00	225.17	0.00	0.00	7,770.32
March, 2025	21	5	5	0	0	0	0	324.41	211.81	133.53	133.53	225.17	192.92	211.81	6,812.61	1,059.05	667.65	0.00	0.00	0.00	0.00	8,539.31
April, 2025	22	4	3	1	0	0	0	324.41	211.81	133.53	133.53	225.17	192.92	211.81	7,137.02	847.24	400.59	133.53	0.00	0.00	0.00	8,518.38
May, 2025	21	5	4	1	0	0	0	324.41	211.81	133.53	133.53	225.17	192.92	211.81	6,812.61	1,059.05	534.12	133.53	0.00	0.00	0.00	8,539.31
June 1-21, 2025	15	3	3	0	0	0	0	324.41	211.81	133.53	133.53	225.17	192.92	211.81	4,866.15	635.43	400.59	0.00	0.00	0.00	0.00	5,902.17
Total:	248	51	49	6	1	1	0							80,453.68	10,802.31	6,542.97	801.18	225.17	192.92	0.00	0.00	99,018.23
	356																					
Initial Contract Total:															246,227.19	33,042.36	20,163.03	2,403.54	675.51	578.76	423.62	303,514.01

Hudson County Local Bus Service

Routes 2, 84, 88

Initial Contract: June 26, 2022 through June 21, 2025

First Option: June 22, 2025 through June 19, 2027

Second Option: June 20, 2027 through June 23, 2029

Service Schedule Effective as of : June 26, 2021

Option # 1

Contract Hours															Total Weekday	Total Saturday	Total Sunday	Total Hol A	Total Hol B	Total Hol C	Total Hol D	Total Hours					
Month	Wkdly	Sat	Sun	Hol A	Hol B	Hol C	Hol D	Weekday	Saturday	Sunday	Hol A	Hol B	Hol C	Hol D													
June 22-30, 2025	6	1	2	0	0	0	0	324.41	211.81	133.53	133.53	225.17	192.92	211.81	1,946.46	211.81	267.06	0.00	0.00	0.00	0.00	2,425.33					
Total:	6	1	2	0	0	0	0								1,946.46	211.81	267.06	0.00	0.00	0.00	0.00	2,425.33					
9																											
1st Option Running Total:															1,946.46	211.81	267.06	0.00	0.00	0.00	0.00	0.00	2,425.33				
Contract Running Total:	1,101														248,173.65	33,254.17	20,430.09	2,403.54	675.51	578.76	423.62	305,939.34					

Month	Wkdly	Sat	Sun	Hol A	Hol B	Hol C	Hol D	Weekday	Saturday	Sunday	Hol A	Hol B	Hol C	Hol D	Total Weekday	Total Saturday	Total Sunday	Total Hol A	Total Hol B	Total Hol C	Total Hol D	Total Hours					
July, 2025	22	4	4	0	0	1	0	324.41	211.81	133.53	133.53	225.17	192.92	211.81	7,137.02	847.24	534.12	0.00	0.00	192.92	0.00	8,711.30					
August, 2025	21	5	5	0	0	0	0	324.41	211.81	133.53	133.53	225.17	192.92	211.81	6,812.61	1,059.05	667.65	0.00	0.00	0.00	0.00	8,539.31					
September, 2025	21	4	4	1	0	0	0	324.41	211.81	133.53	133.53	225.17	192.92	211.81	6,812.61	847.24	534.12	133.53	0.00	0.00	0.00	8,327.50					
October, 2025	23	4	4	0	0	0	0	324.41	211.81	133.53	133.53	225.17	192.92	211.81	7,461.43	847.24	534.12	0.00	0.00	0.00	0.00	8,842.79					
November, 2025	19	5	5	1	0	0	0	324.41	211.81	133.53	133.53	225.17	192.92	211.81	6,163.79	1,059.05	667.65	133.53	0.00	0.00	0.00	8,024.02					
December, 2025	22	4	4	1	0	0	0	324.41	211.81	133.53	133.53	225.17	192.92	211.81	7,137.02	847.24	534.12	133.53	0.00	0.00	0.00	8,651.91					
Januav, 2026	21	5	4	1	0	0	0	324.41	211.81	133.53	133.53	225.17	192.92	211.81	6,812.61	1,059.05	534.12	133.53	0.00	0.00	0.00	8,539.31					
February, 2026	19	4	4	0	1	0	0	324.41	211.81	133.53	133.53	225.17	192.92	211.81	6,163.79	847.24	534.12	0.00	225.17	0.00	0.00	7,770.32					
March, 2026	22	4	5	0	0	0	0	324.41	211.81	133.53	133.53	225.17	192.92	211.81	7,137.02	847.24	667.65	0.00	0.00	0.00	0.00	8,651.91					
April, 2026	22	4	3	1	0	0	0	324.41	211.81	133.53	133.53	225.17	192.92	211.81	7,137.02	847.24	400.59	133.53	0.00	0.00	0.00	8,518.38					
May, 2026	20	5	5	1	0	0	0	324.41	211.81	133.53	133.53	225.17	192.92	211.81	6,488.20	1,059.05	667.65	133.53	0.00	0.00	0.00	8,348.43					
June, 2026	22	4	4	0	0	0	0	324.41	211.81	133.53	133.53	225.17	192.92	211.81	7,137.02	847.24	534.12	0.00	0.00	0.00	0.00	8,518.38					
Total:	254	52	51	6	1	1	0								82,400.14	11,014.12	6,810.03	801.18	225.17	192.92	0.00	101,443.56					
365																											
1st Option Running Total:	374														84,346.60	11,225.93	7,077.09	801.18	225.17	192.92	0.00	103,868.89					
Contract Running Total:	1,466														330,573.79	44,268.29	27,240.12	3,204.72	900.68	771.68	423.62	407,382.90					

Month	Wkdly	Sat	Sun	Hol A	Hol B	Hol C	Hol D	Weekday	Saturday	Sunday	Hol A	Hol B	Hol C	Hol D	Total Weekday	Total Saturday	Total Sunday	Total Hol A	Total Hol B	Total Hol C	Total Hol D	Total Hours				
July, 2026	22	3	4	0	0	1	1	324.41	211.81	133.53	133.53	225.17	192.92	211.81	7,137.02	635.43	534.12	0.00	0.00	192.92	211.81	8,711.30				
August, 2026	21	5	5	0	0	0	0	324.41	211.81	133.53	133.53	225.17	192.92	211.81	6,812.61	1,059.05	667.65	0.00	0.00	0.00	0.00	8,539.31				
September, 2026	21	4	4	1	0	0	0	324.41	211.81	133.53	133.53	225.17	192.92	211.81	6,812.61	847.24	534.12	133.53	0.00	0.00	0.00	8,327.50				
October, 2026	22	5	4	0	0	0	0	324.41	211.81	133.53	133.53	225.17	192.92	211.81	7,137.02	1,059.05	534.12	0.00	0.00	0.00	0.00	8,730.19				
November, 2026	20	4	5	1	0	0	0	324.41	211.81	133.53	133.53	225.17	192.92	211.81	6,488.20	847.24	667.65	133.53	0.00	0.00	0.00	8,136.62				
December, 2026	22	4	4	1	0	0	0	324.41	211.81	133.53	133.53	225.17	192.92	211.81	7,137.02	847.24	534.12	133.53	0.00	0.00	0.00	8,651.91				
January, 2027	20	5	5	1	0	0	0	324.41	211.81	133.53	133.53	225.17	192.92	211.81	6,488.20	1,059.05	667.65	133.53	0.00	0.00	0.00	8,348.43				
February, 2027	19	4	4	0	1	0	0	324.41	211.81	133.53	133.53	225.17	192.92	211.81	6,163.79	847.24	534.12	0.00	225.17	0.00	0.00	7,770.32				
March, 2027	23	4	3	1	0	0	0	324.41	211.81	133.53	133.53	225.17	192.92	211.81	7,461.43	847.24	400.59	133.53	0.00	0.00	0.00	8,842.79				
April, 2027	22	4	4	0	0	0	0	324.41	211.81	133.53	133.53	225.17	192.92	211.81	7,137.02	847.24	534.12	0.00	0.00	0.00	0.00	8,518.38				
May, 2027	20	5	5	1	0	0	0	324.41	211.81	133.53	133.53	225.17	192.92	211.81	6,488.20	1,059.05	667.65	133.53	0.00	0.00	0.00	8,348.43				
June 1-19, 2027	14	3	2	0	0	0	0	324.41	211.81	133.53	133.53	225.17	192.92	211.81	4,541.74	635.43	267.06	0.00	0.00	0.00	0.00	5,444.23				
Total:	246	50	49	6	1	1	1								79,804.86	10,590.50	6,542.97	801.18	225.17	192.92	211.81	98,369.41				
354																										
1st Option Running Total:	728														164,151.46	21,816.43	13,620.06	1,602.36	450.34	385.84	211.81	202,238.30				
Contract Running Total:	1,820														410,378.65	54,858.79	33,783.09	4,005.90	1,125.85	964.60	635.43	505,752.31				

Hudson County Local Bus Service

Routes 2, 84, 88

Initial Contract: June 26, 2022 through June 21, 2025

First Option: June 22, 2025 through June 19, 2027

Second Option: June 20, 2027 through June 23, 2029

Service Schedule Effective as of : June 26, 2021

Option # 2

Contract Hours																							
Month	Wkdly	Sat	Sun	Hol A	Hol B	Hol C	Hol D	Weekday	Saturday	Sunday	Hol A	Hol B	Hol C	Hol D	Total Weekday	Total Saturday	Total Sunday	Total Hol A	Total Hol B	Total Hol C	Total Hol D	Total Hours	
June 20-30, 2027	8	1	2	0	0	0	0	324.41	211.81	133.53	133.53	225.17	192.92	211.81	2,595.28	211.81	267.06	0.00	0.00	0.00	0.00	3,074.15	
Total:	8	1	2	0	0	0	0							2,595.28	211.81	267.06	0.00	0.00	0.00	0.00	3,074.15		
11																							
2nd Option Running Total:															2,595.28	211.81	267.06	0.00	0.00	0.00	0.00	3,074.15	
Contract Running Total:	1,831															412,973.93	55,070.60	34,050.15	4,005.90	1,125.85	964.60	635.43	508,826.46
Month	Wkdly	Sat	Sun	Hol A	Hol B	Hol C	Hol D	Weekday	Saturday	Sunday	Hol A	Hol B	Hol C	Hol D	Total Weekday	Total Saturday	Total Sunday	Total Hol A	Total Hol B	Total Hol C	Total Hol D	Total Hours	
July, 2027	21	5	3	1	0	0	1	324.41	211.81	133.53	133.53	225.17	192.92	211.81	6,812.61	1,059.05	400.59	133.53	0.00	0.00	211.81	8,617.59	
August, 2027	22	4	5	0	0	0	0	324.41	211.81	133.53	133.53	225.17	192.92	211.81	7,137.02	847.24	667.65	0.00	0.00	0.00	0.00	8,651.91	
September, 2027	21	4	4	1	0	0	0	324.41	211.81	133.53	133.53	225.17	192.92	211.81	6,812.61	847.24	534.12	133.53	0.00	0.00	0.00	8,327.50	
October, 2027	21	5	5	0	0	0	0	324.41	211.81	133.53	133.53	225.17	192.92	211.81	6,812.61	1,059.05	667.65	0.00	0.00	0.00	0.00	8,539.31	
November, 2027	21	4	4	1	0	0	0	324.41	211.81	133.53	133.53	225.17	192.92	211.81	6,812.61	847.24	534.12	133.53	0.00	0.00	0.00	8,327.50	
December, 2027	21	3	4	1	0	0	2	324.41	211.81	133.53	133.53	225.17	192.92	211.81	6,812.61	635.43	534.12	133.53	0.00	0.00	423.62	8,539.31	
Januav, 2028	21	4	5	0	0	0	1	324.41	211.81	133.53	133.53	225.17	192.92	211.81	6,812.61	847.24	667.65	0.00	0.00	0.00	211.81	8,539.31	
February, 2028	20	4	4	0	1	0	0	324.41	211.81	133.53	133.53	225.17	192.92	211.81	6,488.20	847.24	534.12	0.00	225.17	0.00	0.00	8,094.73	
March, 2028	23	4	4	0	0	0	0	324.41	211.81	133.53	133.53	225.17	192.92	211.81	7,461.43	847.24	534.12	0.00	0.00	0.00	0.00	8,842.79	
April, 2028	20	5	4	1	0	0	0	324.41	211.81	133.53	133.53	225.17	192.92	211.81	6,488.20	1,059.05	534.12	133.53	0.00	0.00	0.00	8,214.90	
May, 2028	22	4	4	1	0	0	0	324.41	211.81	133.53	133.53	225.17	192.92	211.81	7,137.02	847.24	534.12	133.53	0.00	0.00	0.00	8,651.91	
June, 2028	22	4	4	0	0	0	0	324.41	211.81	133.53	133.53	225.17	192.92	211.81	7,137.02	847.24	534.12	0.00	0.00	0.00	0.00	8,518.38	
Total:	255	50	50	6	1	0	4							82,724.55	10,590.50	6,676.50	801.18	225.17	0.00	847.24	101,865.14		
366																							
2nd Option Running Total:															85,319.83	10,802.31	6,943.56	801.18	225.17	0.00	847.24	104,939.29	
Contract Running Total:	2,197															495,698.48	65,661.10	40,726.65	4,807.08	1,351.02	964.60	1,482.67	610,691.60
Month	Wkdly	Sat	Sun	Hol A	Hol B	Hol C	Hol D	Weekday	Saturday	Sunday	Hol A	Hol B	Hol C	Hol D	Total Weekday	Total Saturday	Total Sunday	Total Hol A	Total Hol B	Total Hol C	Total Hol D	Total Hours	
July, 2028	20	5	5	0	0	1	0	324.41	211.81	133.53	133.53	225.17	192.92	211.81	6,488.20	1,059.05	667.65	0.00	0.00	192.92	0.00	8,407.82	
August, 2028	23	4	4	0	0	0	0	324.41	211.81	133.53	133.53	225.17	192.92	211.81	7,461.43	847.24	534.12	0.00	0.00	0.00	0.00	8,842.79	
September, 2028	20	5	4	1	0	0	0	324.41	211.81	133.53	133.53	225.17	192.92	211.81	6,488.20	1,059.05	534.12	133.53	0.00	0.00	0.00	8,214.90	
October, 2028	22	4	5	0	0	0	0	324.41	211.81	133.53	133.53	225.17	192.92	211.81	7,137.02	847.24	667.65	0.00	0.00	0.00	0.00	8,651.91	
November, 2028	21	4	4	1	0	0	0	324.41	211.81	133.53	133.53	225.17	192.92	211.81	6,812.61	847.24	534.12	133.53	0.00	0.00	0.00	8,327.50	
December, 2028	20	5	5	1	0	0	0	324.41	211.81	133.53	133.53	225.17	192.92	211.81	6,488.20	1,059.05	667.65	133.53	0.00	0.00	0.00	8,348.43	
January, 2029	22	4	4	1	0	0	0	324.41	211.81	133.53	133.53	225.17	192.92	211.81	7,137.02	847.24	534.12	133.53	0.00	0.00	0.00	8,651.91	
February, 2029	19	4	4	0	1	0	0	324.41	211.81	133.53	133.53	225.17	192.92	211.81	6,163.79	847.24	534.12	0.00	225.17	0.00	0.00	7,770.32	
March, 2029	22	5	4	0	0	0	0	324.41	211.81	133.53	133.53	225.17	192.92	211.81	7,137.02	1,059.05	534.12	0.00	0.00	0.00	0.00	8,730.19	
April, 2029	21	4	4	1	0	0	0	324.41	211.81	133.53	133.53	225.17	192.92	211.81	6,812.61	847.24	534.12	133.53	0.00	0.00	0.00	8,327.50	
May, 2029	22	4	4	1	0	0	0	324.41	211.81	133.53	133.53	225.17	192.92	211.81	7,137.02	847.24	534.12	133.53	0.00	0.00	0.00	8,651.91	
June 1-23, 2029	16	4	3	0	0	0	0	324.41	211.81	133.53	133.53	225.17	192.92	211.81	5,190.56	847.24	400.59	0.00	0.00	0.00	0.00	6,438.39	
Total:	248	52	50	6	1	1	0							80,453.68	11,014.12	6,676.50	801.18	225.17	192.92	0.00	99,363.57		
358																							
2nd Option Running Total:															165,773.51	21,816.43	13,620.06	1,602.36	450.34	192.92	847.24	204,302.86	
Contract Running Total:	2,555															576,152.16	76,675.22	47,403.15	5,608.26	1,576.19	1,157.52	1,482.67	710,055.17

Hudson County Local Bus Service

Routes 2, 84, 88

Initial Contract: June 26, 2022 through June 21, 2025

First Option: June 22, 2025 through June 19, 2027

Second Option: June 20, 2027 through June 23, 2029

Service Schedule Effective as of : June 26, 2021

Contract Miles																							
Month	Wkdly	Sat	Sun	Hol A	Hol B	Hol C	Hol D	Weekday	Saturday	Sunday	Hol A	Hol B	Hol C	Hol D	Total Weekday	Total Saturday	Total Sunday	Total Hol A	Total Hol B	Total Hol C	Total Hol D	Total Hours	
June 26-30, 2022	4	0	1	0	0	0	0	2,424.62	1,570.28	1,019.17	1,019.17	1,653.17	1,348.16	1,570.28	9,698.48	0.00	1,019.17	0.00	0.00	0.00	0.00	0.00	10,717.65
Total:	4	0	1	0	0	0	0							9,698.48	0.00	1,019.17	0.00	0.00	0.00	0.00	0.00	0.00	10,717.65
	5																						
Month	Wkdly	Sat	Sun	Hol A	Hol B	Hol C	Hol D	Weekday	Saturday	Sunday	Hol A	Hol B	Hol C	Hol D	Total Weekday	Total Saturday	Total Sunday	Total Hol A	Total Hol B	Total Hol C	Total Hol D	Total Hours	
July, 2022	20	5	5	0	0	1	0	2,424.62	1,570.28	1,019.17	1,019.17	1,653.17	1,348.16	1,570.28	48,492.40	7,851.40	5,095.85	0.00	0.00	1,348.16	0.00	0.00	62,787.81
August, 2022	23	4	4	0	0	0	0	2,424.62	1,570.28	1,019.17	1,019.17	1,653.17	1,348.16	1,570.28	55,766.26	6,281.12	4,076.68	0.00	0.00	0.00	0.00	0.00	66,124.06
September, 2022	21	4	4	1	0	0	0	2,424.62	1,570.28	1,019.17	1,019.17	1,653.17	1,348.16	1,570.28	50,917.02	6,281.12	4,076.68	1,019.17	0.00	0.00	0.00	0.00	62,293.99
October, 2022	21	5	5	0	0	0	0	2,424.62	1,570.28	1,019.17	1,019.17	1,653.17	1,348.16	1,570.28	50,917.02	7,851.40	5,095.85	0.00	0.00	0.00	0.00	0.00	62,864.27
November, 2022	21	4	4	1	0	0	0	2,424.62	1,570.28	1,019.17	1,019.17	1,653.17	1,348.16	1,570.28	50,917.02	6,281.12	4,076.68	1,019.17	0.00	0.00	0.00	0.00	62,293.99
December, 2022	21	5	3	1	0	0	1	2,424.62	1,570.28	1,019.17	1,019.17	1,653.17	1,348.16	1,570.28	50,917.02	7,851.40	3,057.51	1,019.17	0.00	0.00	1,570.28	0.00	64,415.38
January, 2023	21	4	4	1	0	0	1	2,424.62	1,570.28	1,019.17	1,019.17	1,653.17	1,348.16	1,570.28	50,917.02	6,281.12	4,076.68	1,019.17	0.00	0.00	0.00	1,570.28	63,864.27
February, 2023	19	4	4	0	1	0	0	2,424.62	1,570.28	1,019.17	1,019.17	1,653.17	1,348.16	1,570.28	46,067.78	6,281.12	4,076.68	0.00	1,653.17	0.00	0.00	0.00	58,076.75
March, 2023	23	4	4	0	0	0	0	2,424.62	1,570.28	1,019.17	1,019.17	1,653.17	1,348.16	1,570.28	55,766.26	6,281.12	4,076.68	0.00	0.00	0.00	0.00	0.00	66,124.06
April, 2023	20	5	4	1	0	0	0	2,424.62	1,570.28	1,019.17	1,019.17	1,653.17	1,348.16	1,570.28	48,492.40	7,851.40	4,076.68	1,019.17	0.00	0.00	0.00	0.00	61,438.65
May, 2023	22	4	4	1	0	0	0	2,424.62	1,570.28	1,019.17	1,019.17	1,653.17	1,348.16	1,570.28	53,341.64	6,281.12	4,076.68	1,019.17	0.00	0.00	0.00	0.00	64,718.61
June, 2023	22	4	4	0	0	0	0	2,424.62	1,570.28	1,019.17	1,019.17	1,653.17	1,348.16	1,570.28	53,341.64	6,281.12	4,076.68	0.00	0.00	0.00	0.00	0.00	63,699.44
Total:	254	52	49	6	1	1	2							615,853.48	81,654.56	49,939.33	6,115.02	1,653.17	1,348.16	3,140.56	0.00	0.00	759,704.28
	365																						
Running Total:	370																						
Month	Wkdly	Sat	Sun	Hol A	Hol B	Hol C	Hol D	Weekday	Saturday	Sunday	Hol A	Hol B	Hol C	Hol D	Total Weekday	Total Saturday	Total Sunday	Total Hol A	Total Hol B	Total Hol C	Total Hol D	Total Hours	
July, 2023	20	5	5	0	0	1	0	2,424.62	1,570.28	1,019.17	1,019.17	1,653.17	1,348.16	1,570.28	48,492.40	7,851.40	5,095.85	0.00	0.00	1,348.16	0.00	0.00	62,787.81
August, 2023	23	4	4	0	0	0	0	2,424.62	1,570.28	1,019.17	1,019.17	1,653.17	1,348.16	1,570.28	55,766.26	6,281.12	4,076.68	0.00	0.00	0.00	0.00	0.00	66,124.06
September, 2023	20	5	4	1	0	0	0	2,424.62	1,570.28	1,019.17	1,019.17	1,653.17	1,348.16	1,570.28	48,492.40	7,851.40	4,076.68	1,019.17	0.00	0.00	0.00	0.00	61,439.65
October, 2023	22	4	5	0	0	0	0	2,424.62	1,570.28	1,019.17	1,019.17	1,653.17	1,348.16	1,570.28	53,341.64	6,281.12	5,095.85	0.00	0.00	0.00	0.00	0.00	64,718.61
November, 2023	21	4	4	1	0	0	0	2,424.62	1,570.28	1,019.17	1,019.17	1,653.17	1,348.16	1,570.28	50,917.02	6,281.12	4,076.68	1,019.17	0.00	0.00	0.00	0.00	62,293.99
December, 2023	20	5	5	1	0	0	0	2,424.62	1,570.28	1,019.17	1,019.17	1,653.17	1,348.16	1,570.28	48,492.40	7,851.40	5,095.85	0.00	0.00	0.00	0.00	0.00	62,458.82
January, 2024	22	4	4	1	0	0	0	2,424.62	1,570.28	1,019.17	1,019.17	1,653.17	1,348.16	1,570.28	53,341.64	6,281.12	4,076.68	1,019.17	0.00	0.00	0.00	0.00	64,718.61
February, 2024	20	4	4	0	1	0	0	2,424.62	1,570.28	1,019.17	1,019.17	1,653.17	1,348.16	1,570.28	48,492.40	6,281.12	4,076.68	0.00	1,653.17	0.00	0.00	0.00	60,503.37
March, 2024	21	5	4	1	0	0	0	2,424.62	1,570.28	1,019.17	1,019.17	1,653.17	1,348.16	1,570.28	50,917.02	7,851.40	4,076.68	1,019.17	0.00	0.00	0.00	0.00	63,864.27
April, 2024	22	4	4	0	0	0	0	2,424.62	1,570.28	1,019.17	1,019.17	1,653.17	1,348.16	1,570.28	53,341.64	6,281.12	4,076.68	0.00	0.00	0.00	0.00	0.00	63,699.44
May, 2024	22	4	4	1	0	0	0	2,424.62	1,570.28	1,019.17	1,019.17	1,653.17	1,348.16	1,570.28	53,341.64	6,281.12	4,076.68	1,019.17	0.00	0.00	0.00	0.00	64,718.61
June, 2024	20	5	5	0	0	0	0	2,424.62	1,570.28	1,019.17	1,019.17	1,653.17	1,348.16	1,570.28	48,492.40	7,851.40	5,095.85	0.00	0.00	0.00	0.00	0.00	61,438.65
Total:	253	53	52	6	1	1	0							613,428.86	83,224.84	52,996.84	6,115.02	1,653.17	1,348.16	0.00	0.00	0.00	758,766.89
	366																						
Running Total:	736																						
Month	Wkdly	Sat	Sun	Hol A	Hol B	Hol C	Hol D	Weekday	Saturday	Sunday	Hol A	Hol B	Hol C	Hol D	Total Weekday	Total Saturday	Total Sunday	Total Hol A	Total Hol B	Total Hol C	Total Hol D	Total Hours	
July, 2024	22	4	4	0	0	1	0	2,424.62	1,570.28	1,019.17	1,019.17	1,653.17	1,348.16	1,570.28	53,341.64	6,281.12	4,076.68	0.00	0.00	1,348.16	0.00	0.00	65,047.60
August, 2024	22	5	4	0	0	0	0	2,424.62	1,570.28	1,019.17	1,019.17	1,653.17	1,348.16	1,570.28	53,341.64	7,851.40	4,076.68	0.00	0.00	0.00	0.00	0.00	65,269.72
September, 2024	20	4	5	1	0	0	0	2,424.62	1,570.28	1,019.17	1,019.17	1,653.17	1,348.16	1,570.28	48,492.40	6,281.12	5,095.85	1,019.17	0.00	0.00	0.00	0.00	60,888.54
October, 2024	23	4	4	0	0	0	0	2,424.62	1,570.28	1,019.17	1,019.17	1,653.17	1,348.16	1,570.28	55,766.26	6,281.12	4,076.68	0.00	0.00	0.00	0.00	0.00	66,124.06
November, 2024	20	5	4	1	0	0	0	2,424.62	1,570.28	1,019.17	1,019.17	1,653.17	1,348.16	1,570.28	48,492.40	7,851.40	4,076.68	1,019.17	0.00	0.00	0.00	0.00	61,439.65
December, 2024	21	4	5	1	0	0	0	2,424.62	1,570.28	1,019.17	1,019.17	1,653.17	1,348.16	1,570.28	50,917.02	6,281.12	5,095.85	1,019.17	0.00	0.00	0.00	0.00	63,313.16
January, 2025	22	4	4	1	0	0	0	2,424.62	1,570.28	1,019.17	1,019.17	1,653.17	1,348.16	1,570.28	53,341.64	6,281.12	4,076.68	1,019.17	0.00	0.00	0.00	0.00	64,718.61
February, 2025	19	4	4	0	1	0	0	2,424.62	1,570.28	1,019.17	1,019.17	1,653.17	1,348.16	1,570.28	46,067.78	6,281.12	4,076.68	0.00	1,653.17	0.00	0.00	0.00	58,076.75
March, 2025	21	5	5	0	0	0	0	2,424.62	1,570.28	1,019.17	1,019.17	1,653.17	1,348.16	1,570.28	50,917.02	7,851.40	5,095.85	0.00	0.00	0.00	0.00	0.00	63,864.27
April, 2025	22	4	3	1	0	0	0	2,424.62	1,570.28	1,019.17	1,019.17	1,653.17	1,348.16	1,570.28	53,341.64	6,281.12	3,057.51	1,019.17	0.00	0.00	0.00	0.00	63,699.44
May, 2025	21	5	4	1	0	0	0	2,424.62	1,570.28	1,019.17	1,019.17	1,653.17											

Hudson County Local Bus Service

Routes 2, 84, 88

Initial Contract: June 26, 2022 through June 21, 2025

First Option: June 22, 2025 through June 19, 2027

Second Option: June 20, 2027 through June 23, 2029

Service Schedule Effective as of : June 26, 2021

Option # 1

Contract Miles	Month	Wkdy	Sat	Sun	Hol A	Hol B	Hol C	Hol D	Weekday	Saturday	Sunday	Hol A	Hol B	Hol C	Hol D	Total Weekday	Total Saturday	Total Sunday	Total Hol A	Total Hol B	Total Hol C	Total Hol D	Total Hours
	June 22-30, 2025	6	1	2	0	0	0	0	2,424.62	1,570.28	1,019.17	1,019.17	1,653.17	1,348.16	1,570.28	14,547.72	1,570.28	2,038.34	0.00	0.00	0.00	0.00	18,156.34
	Total:	6	1	2	0	0	0	0							14,547.72	1,570.28	2,038.34	0.00	0.00	0.00	0.00	0.00	18,156.34
		9																					
	1st Option Running Total:	9																					
	Contract Running Total:	1,101																					
	Total:	1,854,834.30																					
		365																					
	1st Option Running Total:	374																					
	Contract Running Total:	1,466																					
	Total:	2,470,687.78																					
		365																					
	1st Option Running Total:	630,401.20																					
	Contract Running Total:	2,470,687.78																					
	Total:	3,101,088.98																					
		354																					
	1st Option Running Total:	728																					
	Contract Running Total:	1,820																					
	Total:	3,921,908.98																					
		365																					
	1st Option Running Total:	630,401.20																					
	Contract Running Total:	2,470,687.78																					
	Total:	3,101,088.98																					
		365																					
	1st Option Running Total:	630,401.20																					
	Contract Running Total:	2,470,687.78																					
	Total:	3,101,088.98																					
		365																					
	1st Option Running Total:	630,401.20																					
	Contract Running Total:	2,470,687.78																					
	Total:	3,101,088.98																					
		365																					
	1st Option Running Total:	630,401.20																					
	Contract Running Total:	2,470,687.78																					
	Total:	3,101,088.98																					
		365																					
	1st Option Running Total:	630,401.20																					
	Contract Running Total:	2,470,687.78																					
	Total:	3,101,088.98																					
		365																					
	1st Option Running Total:	630,401.20																					
	Contract Running Total:	2,470,687.78																					
	Total:	3,101,088.98																					

Hudson County Local Bus Service

Routes 2, 84, 88

Initial Contract: June 26, 2022 through June 21, 2025

First Option: June 22, 2025 through June 19, 2027

Second Option: June 20, 2027 through June 23, 2029

Service Schedule Effective as of : June 26, 2021

Option # 2

Contract Miles																								
Month	Wkdy	Sat	Sun	Hol A	Hol B	Hol C	Hol D	Weekday	Saturday	Sunday	Hol A	Hol B	Hol C	Hol D	Total Weekday	Total Saturday	Total Sunday	Total Hol A	Total Hol B	Total Hol C	Total Hol D	Total Hours		
June 20-30, 2027	8	1	2	0	0	0	0	2,424.62	1,570.28	1,019.17	1,019.17	1,653.17	1,348.16	1,570.28	19,396.96	1,570.28	2,038.34	0.00	0.00	0.00	0.00	23,005.58		
Total:	8	1	2	0	0	0	0							19,396.96	1,570.28	2,038.34	0.00	0.00	0.00	0.00	0.00	23,005.58		
	11																							
2nd Option Running Total:	11																							
Contract Running Total:	1,831																							
	19,396.96																							
	1,570.28																							
	2,038.34																							
	0.00																							
	0.00																							
	0.00																							
	0.00																							
	23,005.58																							
	3,086,541.26																							
	408,272.80																							
	259,888.35																							
	30,575.10																							
	8,265.85																							
	6,740.80																							
	4,710.84																							
	3,804,995.00																							
Month	Wkdy	Sat	Sun	Hol A	Hol B	Hol C	Hol D	Weekday	Saturday	Sunday	Hol A	Hol B	Hol C	Hol D	Total Weekday	Total Saturday	Total Sunday	Total Hol A	Total Hol B	Total Hol C	Total Hol D	Total Hours		
July, 2027	21	5	3	1	0	0	1	2,424.62	1,570.28	1,019.17	1,019.17	1,653.17	1,348.16	1,570.28	50,917.02	7,851.40	3,057.51	1,019.17	0.00	0.00	1,570.28	64,415.38		
August, 2027	22	4	5	0	0	0	0	2,424.62	1,570.28	1,019.17	1,019.17	1,653.17	1,348.16	1,570.28	53,341.64	6,281.12	5,095.85	0.00	0.00	0.00	0.00	64,718.61		
September, 2027	21	4	4	1	0	0	0	2,424.62	1,570.28	1,019.17	1,019.17	1,653.17	1,348.16	1,570.28	50,917.02	6,281.12	4,076.68	1,019.17	0.00	0.00	0.00	62,293.99		
October, 2027	21	5	5	0	0	0	0	2,424.62	1,570.28	1,019.17	1,019.17	1,653.17	1,348.16	1,570.28	50,917.02	7,851.40	5,095.85	0.00	0.00	0.00	0.00	63,864.27		
November, 2027	21	4	4	1	0	0	0	2,424.62	1,570.28	1,019.17	1,019.17	1,653.17	1,348.16	1,570.28	50,917.02	6,281.12	4,076.68	1,019.17	0.00	0.00	0.00	62,293.99		
December, 2027	21	3	4	1	0	0	2	2,424.62	1,570.28	1,019.17	1,019.17	1,653.17	1,348.16	1,570.28	50,917.02	4,710.84	4,076.68	1,019.17	0.00	0.00	3,140.56	63,864.27		
Januav, 2028	21	4	5	0	0	0	1	2,424.62	1,570.28	1,019.17	1,019.17	1,653.17	1,348.16	1,570.28	50,917.02	6,281.12	5,095.85	0.00	0.00	0.00	1,570.28	63,864.27		
February, 2028	20	4	4	0	1	0	0	2,424.62	1,570.28	1,019.17	1,019.17	1,653.17	1,348.16	1,570.28	48,492.40	6,281.12	4,076.68	0.00	1,653.17	0.00	0.00	60,503.37		
March, 2028	23	4	4	0	0	0	0	2,424.62	1,570.28	1,019.17	1,019.17	1,653.17	1,348.16	1,570.28	55,766.26	6,281.12	4,076.68	0.00	0.00	0.00	0.00	66,124.06		
April, 2028	20	5	4	1	0	0	0	2,424.62	1,570.28	1,019.17	1,019.17	1,653.17	1,348.16	1,570.28	48,492.40	7,851.40	4,076.68	1,019.17	0.00	0.00	0.00	61,439.65		
May, 2028	22	4	4	1	0	0	0	2,424.62	1,570.28	1,019.17	1,019.17	1,653.17	1,348.16	1,570.28	53,341.64	6,281.12	4,076.68	1,019.17	0.00	0.00	0.00	64,718.61		
June, 2028	22	4	4	0	0	0	0	2,424.62	1,570.28	1,019.17	1,019.17	1,653.17	1,348.16	1,570.28	53,341.64	6,281.12	4,076.68	0.00	0.00	0.00	0.00	63,699.44		
Total:	255	50	50	6	1	0	4							618,278.10	78,514.00	50,958.50	6,115.02	1,653.17	0.00	6,281.12	0.00	761,799.91		
	366																							
2nd Option Running Total:	377																							
Contract Running Total:	2,197																							
	637,675.06																							
	80,084.28																							
	52,996.84																							
	6,115.02																							
	1,653.17																							
	0.00																							
	6,281.12																							
	784,805.49																							
	3,704,819.36																							
	486,786.80																							
	310,846.85																							
	36,690.12																							
	9,919.02																							
	6,740.80																							
	10,991.96																							
	4,566,794.91																							
Month	Wkdy	Sat	Sun	Hol A	Hol B	Hol C	Hol D	Weekday	Saturday	Sunday	Hol A	Hol B	Hol C	Hol D	Total Weekday	Total Saturday	Total Sunday	Total Hol A	Total Hol B	Total Hol C	Total Hol D	Total Hours		
July, 2028	20	5	5	0	0	1	0	2,424.62	1,570.28	1,019.17	1,019.17	1,653.17	1,348.16	1,570.28	48,492.40	7,851.40	5,095.85	0.00	0.00	1,348.16	0.00	62,787.81		
August, 2028	23	4	4	0	0	0	0	2,424.62	1,570.28	1,019.17	1,019.17	1,653.17	1,348.16	1,570.28	55,766.26	6,281.12	4,076.68	0.00	0.00	0.00	0.00	66,124.06		
September, 2028	20	5	4	1	0	0	0	2,424.62	1,570.28	1,019.17	1,019.17	1,653.17	1,348.16	1,570.28	48,492.40	7,851.40	4,076.68	1,019.17	0.00	0.00	0.00	61,439.65		
October, 2028	22	4	5	0	0	0	0	2,424.62	1,570.28	1,019.17	1,019.17	1,653.17	1,348.16	1,570.28	53,341.64	6,281.12	5,095.85	0.00	0.00	0.00	0.00	64,718.61		
November, 2028	21	4	4	1	0	0	0	2,424.62	1,570.28	1,019.17	1,019.17	1,653.17	1,348.16	1,570.28	50,917.02	6,281.12	4,076.68	1,019.17	0.00	0.00	0.00	62,293.99		
December, 2028	20	5	5	1	0	0	0	2,424.62	1,570.28	1,019.17	1,019.17	1,653.17	1,348.16	1,570.28	48,492.40	7,851.40	5,095.85	1,019.17	0.00	0.00	0.00	62,458.82		
January, 2029	22	4	4	1	0	0	0	2,424.62	1,570.28	1,019.17	1,019.17	1,653.17	1,348.16	1,570.28	53,341.64	6,281.12	4,076.68	1,019.17	0.00	0.00	0.00	64,718.61		
February, 2029	19	4	4	0	1	0	0	2,424.62	1,570.28	1,019.17	1,019.17	1,653.17	1,348.16	1,570.28	46,067.78	6,281.12	4,076.68	0.00	1,653.17	0.00	0.00	58,076.75		
March, 2029	22	5	4	0	0	0	0	2,424.62	1,570.28	1,019.17	1,019.17	1,653.17	1,348.16	1,570.28	53,341.64	7,851.40	4,076.68	0.00	0.00	0.00	0.00	65,269.72		
April, 2029	21	4	4	1	0	0	0	2,424.62	1,570.28	1,019.17	1,019.17	1,653.17	1,348.16	1,570.28	50,917.02	6,281.12	4,076.68	1,019.17	0.00	0.00	0.00	62,293.99		
May, 2029	22	4	4	1	0	0	0	2,424.62	1,570.28	1,019.17	1,019.17	1,653.17	1,348.16	1,570.28	53,341.64	6,281.12	4,076.68	1,019.17	0.00	0.00	0.00	64,718.61		
June 1-23, 2029	16	4	3	0	0	0	0	2,424.62	1,570.28	1,019.17	1,019.17	1,653.17	1,348.16	1,570.28	38,793.92	6,281.12	3,057.51	0.00	0.00	0.00	0.00	48,132.55		
Total:	248	52	50	6	1	1	0							601,305.76	81,654.56	50,958.50	6,115.02	1,653.17	1,348.16	0.00	0.00	743,035.17		
	358																							
2nd Option Running Total:	735																							
Contract Running Total:	2,555																							
	1,238,980.82																							
	161,738.84																							
	103,955.34																							
	12,230.04																							
	3,306.34																							
	1,348.16																							
	6,281.12																							
	1,527,840.66																							
	4,306,125.12																							
	568,441.36																							
	361,805.35																							
	42,805.14																							
	11,572.19																							
	8,088.96																							
	10,991.96																							
	5,309,830.08																							

Hudson County Local Bus Service

Routes 2, 84, 88

Initial Contract: June 26, 2022 through June 21, 2025

First Option: June 22, 2025 through June 19, 2027

Second Option: June 20, 2027 through June 23, 2029

Service Schedule Effective as of : June 26, 2021

Contract Summary

Statistics by Period

<u>Initial Contract Period</u>		<u>Miles</u>	<u>Rate</u>	<u>Miles Cost</u>	<u>Hours</u>	<u>Rate</u>	<u>Hours Cost</u>	<u>Daily Rate</u>	<u>Fixed Cost</u>	<u>Total Cost</u>
June 26, 2022	FY 2022	10,717.65	\$0.00	\$0.00	1,431.17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
through	FY 2023	759,704.28	\$0.00	\$0.00	101,600.12	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
June 21, 2025	FY 2024	758,766.89	\$0.00	\$0.00	101,464.49	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	FY 2025	<u>740,445.72</u>	\$0.00	<u>\$0.00</u>	<u>99,018.23</u>	\$0.00	<u>\$0.00</u>	\$0.00	<u>\$0.00</u>	<u>\$0.00</u>
Initial Contract Total:		2,269,634.54		\$0.00	303,514.01		\$0.00		\$0.00	\$0.00

First Option Period

June 22, 2025	FY 2025	18,156.34	\$0.00	\$0.00	2,425.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
through	FY 2026	758,602.06	\$0.00	\$0.00	101,443.56	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
June 19, 2027	FY 2027	<u>735,596.48</u>	\$0.00	<u>\$0.00</u>	<u>98,369.41</u>	\$0.00	<u>\$0.00</u>	\$0.00	<u>\$0.00</u>	<u>\$0.00</u>
First Option Total:		1,512,354.88		\$0.00	202,238.30		\$0.00		\$0.00	\$0.00
Contract Sub Total:		3,781,989.42			505,752.31					

Second Option Period

June 20, 2027	FY 2027	23,005.58	\$0.00	\$0.00	3,074.15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
through	FY 2028	761,799.91	\$0.00	\$0.00	101,865.14	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
June 23, 2029	FY 2029	<u>743,035.17</u>	\$0.00	<u>\$0.00</u>	<u>99,363.57</u>	\$0.00	<u>\$0.00</u>	\$0.00	<u>\$0.00</u>	<u>\$0.00</u>
Second Option Total:		1,527,840.66		\$0.00	204,302.86		\$0.00		\$0.00	\$0.00
Contract Total:		5,309,830.08		\$0.00	710,055.17		\$0.00		\$0.00	\$0.00

Statistics by Fiscal Year

	<u>Miles</u>	<u>Miles Cost</u>	<u>Hours</u>	<u>Hours Cost</u>	<u>Fixed Cost</u>	<u>Total Cost</u>
FY 2022	10,717.65	\$0.00	1,431.17	\$0.00	\$0.00	\$0.00
FY 2023	759,704.28	\$0.00	101,600.12	\$0.00	\$0.00	\$0.00
FY 2024	758,766.89	\$0.00	101,464.49	\$0.00	\$0.00	\$0.00
FY 2025	758,602.06	\$0.00	101,443.56	\$0.00	\$0.00	\$0.00
FY 2026	758,602.06	\$0.00	101,443.56	\$0.00	\$0.00	\$0.00
FY 2027	758,602.06	\$0.00	101,443.56	\$0.00	\$0.00	\$0.00
FY 2028	761,799.91	\$0.00	101,865.14	\$0.00	\$0.00	\$0.00
FY 2029	<u>743,035.17</u>	<u>\$0.00</u>	<u>99,363.57</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Totals:	5,309,830.08	\$0.00	710,055.17	\$0.00	\$0.00	\$0.00

**HUDSON COUNTY LOCAL BUS SERVICE
CONTRACT HOURS AND MILES STATISTICS
All services effective as of April 3, 2021**

LINE #	# OF TRIPS							WD TOTAL	CONTRACT MILES												
	WD	SAT	SUN	HOL A	HOL B	HOL C	HOL D		PER	SAT	PER	SUN	PER	HOL A	PER	HOL B	PER	HOL C	PER	HOL D	PER
	TRIP	TOTAL	TRIP	TOTAL	TRIP	TOTAL	TRIP		TOTAL	TRIP	TOTAL	TRIP	TOTAL	TRIP	TOTAL	TRIP	TOTAL	TRIP	TOTAL	TRIP	TOTAL
2	88	45	26	26	45	26	45	854.81	9.71	452.07	10.05	265.55	10.21	265.55	0.00	452.07	0.00	265.55	0.00	452.07	0.00
84	112	102	57	57	112	102	102	837.41	7.48	754.52	7.40	425.53	7.47	425.53	0.00	837.41	0.00	754.52	0.00	754.52	0.00
88	103	51	46	46	51	46	51	732.40	7.11	363.69	7.13	328.09	7.13	328.09	0.00	363.69	0.00	328.09	0.00	328.09	0.00
TOTAL	303	198	129	129	208	174	198	2,424.62		1,570.28		1,019.17		1,019.17		1,653.17		1,348.16		1,570.28	

LINE #	# OF TRIPS							WD TOTAL	CONTRACT HOURS												
	WD	SAT	SUN	HOL A	HOL B	HOL C	HOL D		PER	SAT	PER	SUN	PER	HOL A	PER	HOL B	PER	HOL C	PER	HOL D	PER
	TRIP	TOTAL	TRIP	TOTAL	TRIP	TOTAL	TRIP		TOTAL	TRIP	TOTAL	TRIP	TOTAL	TRIP	TOTAL	TRIP	TOTAL	TRIP	TOTAL	TRIP	TOTAL
2	88	45	26	26	45	26	45	84.18	0.96	38.40	0.85	25.03	0.96	25.03	0.00	38.40	0.00	25.03	0.00	38.40	0.00
84	112	102	57	57	112	102	102	138.49	1.24	125.13	1.23	65.74	1.15	65.74	0.00	138.49	0.00	125.13	0.00	125.13	0.00
88	103	51	46	46	51	46	51	101.74	0.99	48.28	0.95	42.76	0.93	42.76	0.00	48.28	0.00	42.76	0.00	42.76	0.00
TOTAL	303	198	129	129	208	174	198	324.41		211.81		133.53		133.53		225.17		192.92		211.81	

Holiday Service Guide
Hudson County Local Bus Service
For Contract Period June 26, 2022 through June 23, 2029

<u>CY 2022 Holidays</u>	<u>Day</u>	<u>Date</u>	<u>Service Operated</u>
President's Day	Monday	02/21/22	Holiday B
Easter	Sunday	04/17/22	Holiday A
Memorial Day	Monday	05/30/22	Holiday A
Independence Day	Monday	07/04/22	Holiday C
Labor Day	Monday	09/05/22	Holiday A
Thanksgiving Day	Thursday	11/24/22	Holiday A
Christmas Day	Sunday	12/25/22	Holiday A
Christmas Day Observed	Monday	12/26/22	Holiday D

<u>CY 2023 Holidays</u>	<u>Day</u>	<u>Date</u>	<u>Service Operated</u>
New Year's Day	Sunday	01/01/23	Holiday A
New Year's Day Observed	Monday	01/02/23	Holiday D
Martin Luther King Day	Monday	01/16/23	Weekday
President's Day	Monday	02/20/23	Holiday B
Easter	Sunday	04/09/23	Holiday A
Memorial Day	Monday	05/29/23	Holiday A
Independence Day	Tuesday	07/04/23	Holiday C
Labor Day	Monday	09/04/23	Holiday A
Thanksgiving Day	Thursday	11/23/23	Holiday A
Christmas Day	Monday	12/25/23	Holiday A

<u>CY 2024 Holidays</u>	<u>Day</u>	<u>Date</u>	<u>Service Operated</u>
New Year's Day	Monday	01/01/24	Holiday A
Martin Luther King Day	Monday	01/15/24	Weekday
President's Day	Monday	02/19/24	Holiday B
Easter	Sunday	03/31/24	Holiday A
Memorial Day	Monday	05/27/24	Holiday A
Independence Day	Thursday	07/04/24	Holiday C
Labor Day	Monday	09/02/24	Holiday A
Thanksgiving Day	Thursday	11/28/24	Holiday A
Christmas Day	Wednesday	12/25/24	Holiday A

<u>CY 2025 Holidays</u>	<u>Day</u>	<u>Date</u>	<u>Service Operated</u>
New Year's Day	Wednesday	01/01/25	Holiday A
Martin Luther King Day	Monday	01/20/25	Weekday
President's Day	Monday	02/17/25	Holiday B
Easter	Sunday	04/20/25	Holiday A
Memorial Day	Monday	05/26/25	Holiday A
Independence Day	Friday	07/04/25	Holiday C
Labor Day	Monday	09/01/25	Holiday A
Thanksgiving Day	Thursday	11/27/25	Holiday A
Christmas Day	Thursday	12/25/25	Holiday A

<u>CY 2026 Holidays</u>	<u>Day</u>	<u>Date</u>	<u>Service Operated</u>
New Year's Day	Thursday	01/01/26	Holiday A
Martin Luther King Day	Monday	01/19/26	Weekday
President's Day	Monday	02/16/26	Holiday B
Easter	Sunday	04/05/26	Holiday A
Memorial Day	Monday	05/25/26	Holiday A
Independence Day Observed	Friday	07/03/26	Holiday D
Independence Day	Saturday	07/04/26	Holiday C
Labor Day	Monday	09/07/26	Holiday A
Thanksgiving Day	Thursday	11/26/26	Holiday A
Christmas Day	Friday	12/25/26	Holiday A

<u>CY 2027 Holidays</u>	<u>Day</u>	<u>Date</u>	<u>Service Operated</u>
New Year's Day	Friday	01/01/27	Holiday A
Martin Luther King Day	Monday	01/18/27	Weekday
President's Day	Monday	02/15/27	Holiday B
Easter	Sunday	03/28/27	Holiday A
Memorial Day	Monday	05/31/27	Holiday A
Independence Day	Sunday	07/04/27	Holiday A
Independence Day Observed	Monday	07/05/27	Holiday D
Labor Day	Monday	09/06/27	Holiday A
Thanksgiving Day	Thursday	11/25/27	Holiday A
Christmas Day Observed	Friday	12/24/27	Holiday D
Christmas Day	Saturday	12/25/27	Holiday A
New Year's Day Observed	Friday	12/31/27	Holiday D

<u>CY 2028 Holidays</u>	<u>Day</u>	<u>Date</u>	<u>Service Operated</u>
New Year's Day	Saturday	01/01/28	Holiday D
Martin Luther King Day	Monday	01/17/28	Weekday
President's Day	Monday	02/21/28	Holiday B
Easter	Sunday	04/16/28	Holiday A
Memorial Day	Monday	05/29/28	Holiday A
Independence Day	Tuesday	07/04/28	Holiday C
Labor Day	Monday	09/04/28	Holiday A
Thanksgiving Day	Thursday	11/23/28	Holiday A
Christmas Day	Monday	12/25/28	Holiday A

<u>CY 2029 Holidays</u>	<u>Day</u>	<u>Date</u>	<u>Service Operated</u>
New Year's Day	Monday	01/01/29	Holiday A
Martin Luther King Day	Monday	01/15/29	Weekday
President's Day	Monday	02/19/29	Holiday B
Easter	Sunday	04/01/29	Holiday A
Memorial Day	Monday	05/28/29	Holiday A

HUDSON COUNTY LOCAL BUS SERVICE

Holiday Service Guide

HOLIDAY	2 Jersey City Journal Square Secaucus	84 North Bergen Jersey City Secaucus	88 North Bergen Jersey City Secaucus
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New Year's Day *	A	Sunday	Sunday	Sunday
New Year's Day Observed **	D	Saturday	Saturday	Saturday
Martin Luther King, Jr. Day		Weekday	Weekday	Weekday
Lincoln's Birthday *		Weekday	Weekday	Weekday
President's Day	B	Saturday	Weekday	Saturday
Good Friday		Weekday	Weekday	Weekday
Easter	A	Sunday	Sunday	Sunday
Memorial Day	A	Sunday	Sunday	Sunday
Independence Day	C	Sunday	Saturday	Sunday
Independence Day Observed **	D	Saturday	Saturday	Saturday
Labor Day	A	Sunday	Sunday	Sunday
Columbus Day		Weekday	Weekday	Weekday
Election Day		Weekday	Weekday	Weekday
Veterans Day *		Weekday	Weekday	Weekday
Thanksgiving Day	A	Sunday	Sunday	Sunday
Friday after Thanksgiving		Weekday	Weekday	Weekday
Christmas Eve ***		Weekday	Weekday	Weekday
Christmas Day	A	Sunday	Sunday	Sunday
Christmas Day Observed **	D	Saturday	Saturday	Saturday
New Year's Eve ***		Weekday	Weekday	Weekday

* When this holiday falls on a Saturday, a Saturday schedule is operated.

* When this holiday falls on a Sunday, a Sunday schedule is operated.

** When Independence Day, Christmas Day & New Year's Day fall on a Saturday, a Saturday schedule is operated on the Friday before.

** When Independence Day, Christmas Day & New Year's Day fall on a Sunday, a Saturday schedule is operated on the Monday after.

*** When this holiday falls on a Friday, a Saturday schedule is operated.

*** When this holiday falls on a Saturday, a Saturday schedule is operated.

*** When this holiday falls on a Sunday, a Sunday schedule is operated.

	<u>2</u>	<u>84</u>	<u>88</u>
Holiday "A" Schedule	Sunday	Sunday	Sunday
Holiday "B" Schedule	Saturday	Weekday	Saturday
Holiday "C" Schedule	Sunday	Saturday	Sunday
Holiday "D" Schedule	Saturday	Saturday	Saturday

Updated: April 3, 2021

HUDSON COUNTY LOCAL BUS SERVICE

Holiday Service Guide

HOLIDAY		2 Jersey City Journal Square Secaucus	84 North Bergen Jersey City Secaucus	88 North Bergen Jersey City Secaucus
New Year's Day *	A	Sunday	Sunday	Sunday
New Year's Day Observed **	D	Saturday	Saturday	Saturday
Martin Luther King, Jr. Day		Weekday	Weekday	Weekday
Lincoln's Birthday *		Weekday	Weekday	Weekday
President's Day	B	Saturday	Weekday	Saturday
Good Friday		Weekday	Weekday	Weekday
Easter	A	Sunday	Sunday	Sunday
Memorial Day	A	Sunday	Sunday	Sunday
Independence Day	C	Sunday	Saturday	Sunday
Independence Day Observed **	D	Saturday	Saturday	Saturday
Labor Day	A	Sunday	Sunday	Sunday
Columbus Day		Weekday	Weekday	Weekday
Election Day		Weekday	Weekday	Weekday
Veterans Day *		Weekday	Weekday	Weekday
Thanksgiving Day	A	Sunday	Sunday	Sunday
Friday after Thanksgiving		Weekday	Weekday	Weekday
Christmas Eve ***		Weekday	Weekday	Weekday
Christmas Day	A	Sunday	Sunday	Sunday
Christmas Day Observed **	D	Saturday	Saturday	Saturday
New Year's Eve ***		Weekday	Weekday	Weekday

* When this holiday falls on a Saturday, a Saturday schedule is operated.

* When this holiday falls on a Sunday, a Sunday schedule is operated.

** When Independence Day, Christmas Day & New Year's Day fall on a Saturday, a Saturday schedule is operated on the Friday before.

** When Independence Day, Christmas Day & New Year's Day fall on a Sunday, a Saturday schedule is operated on the Monday after.

*** When this holiday falls on a Friday, a Saturday schedule is operated.

*** When this holiday falls on a Saturday, a Saturday schedule is operated.

*** When this holiday falls on a Sunday, a Sunday schedule is operated.

	<u>2</u>	<u>84</u>	<u>88</u>
Holiday "A" Schedule	Sunday	Sunday	Sunday
Holiday "B" Schedule	Saturday	Weekday	Saturday
Holiday "C" Schedule	Sunday	Saturday	Sunday
Holiday "D" Schedule	Saturday	Saturday	Saturday

Updated: April 3, 2021

NEW JERSEY TRANSIT REQUEST FOR PROPOSAL

NO. 21-048B NORTH HUDSON LOCAL BUS

SERVICE EXHIBIT C-2

SUPPLEMENTAL STATISTICS

22	North Bergen / Union City / Hoboken
23	North Bergen / Weehawken – Port Imperial / Hoboken
86	Union City / Jersey City / Newport Mall
89	North Bergen / Hoboken

North Hudson Local Bus Service
Routes 22, 23, 86, 89
Initial Contract: June 26, 2022 through June 21, 2025
First Option: June 22, 2025 through June 19, 2027
Second Option: June 20, 2027 through June 23, 2029
Service Schedule Effective as of : June 26, 2021

Contract Hours														Total Weekday	Total Saturday	Total Sunday	Total Hol A	Total Hol B	Total Hol C	Total Hol D	Total Hours	
<u>Month</u>	<u>Wkdv</u>	<u>Sat</u>	<u>Sun</u>	<u>Hol A</u>	<u>Hol B</u>	<u>Hol C</u>	<u>Hol D</u>	Weekday	Saturday	Sunday	Hol A	Hol B	Hol C	Hol D								
June 26-30, 2022	4	0	1	0	0	0	0	186.66	124.04	179.70	179.70	137.58	175.30	106.15	746.64	0.00	179.70	0.00	0.00	0.00	0.00	926.34
Total:	4	0	1	0	0	0	0								746.64	0.00	179.70	0.00	0.00	0.00	0.00	926.34
5																						
<u>Month</u>	<u>Wkdv</u>	<u>Sat</u>	<u>Sun</u>	<u>Hol A</u>	<u>Hol B</u>	<u>Hol C</u>	<u>Hol D</u>	Weekday	Saturday	Sunday	Hol A	Hol B	Hol C	Hol D	Total Weekday	Total Saturday	Total Sunday	Total Hol A	Total Hol B	Total Hol C	Total Hol D	Total Hours
July, 2022	20	5	5	0	0	0	1	186.66	124.04	179.70	179.70	137.58	175.30	106.15	3,733.20	620.20	898.50	0.00	0.00	0.00	106.15	5,358.05
August, 2022	23	4	4	0	0	0	0	186.66	124.04	179.70	179.70	137.58	175.30	106.15	4,293.18	496.16	718.80	0.00	0.00	0.00	0.00	5,508.14
September, 2022	21	4	4	1	0	0	0	186.66	124.04	179.70	179.70	137.58	175.30	106.15	3,919.86	496.16	718.80	179.70	0.00	0.00	0.00	5,314.52
October, 2022	21	5	5	0	0	0	0	186.66	124.04	179.70	179.70	137.58	175.30	106.15	3,919.86	620.20	898.50	0.00	0.00	0.00	0.00	5,438.56
November, 2022	21	4	4	1	0	0	0	186.66	124.04	179.70	179.70	137.58	175.30	106.15	3,919.86	496.16	718.80	179.70	0.00	0.00	0.00	5,314.52
December, 2022	21	5	3	1	1	0	0	186.66	124.04	179.70	179.70	137.58	175.30	106.15	3,919.86	620.20	539.10	179.70	137.58	0.00	0.00	5,396.44
January, 2023	21	4	4	1	1	0	0	186.66	124.04	179.70	179.70	137.58	175.30	106.15	3,919.86	496.16	718.80	179.70	137.58	0.00	0.00	5,452.10
February, 2023	19	4	4	0	0	1	0	186.66	124.04	179.70	179.70	137.58	175.30	106.15	3,546.54	496.16	718.80	0.00	0.00	175.30	0.00	4,936.80
March, 2023	23	4	4	0	0	0	0	186.66	124.04	179.70	179.70	137.58	175.30	106.15	4,293.18	496.16	718.80	0.00	0.00	0.00	0.00	5,508.14
April, 2023	20	5	4	1	0	0	0	186.66	124.04	179.70	179.70	137.58	175.30	106.15	3,733.20	620.20	718.80	179.70	0.00	0.00	0.00	5,251.90
May, 2023	22	4	4	1	0	0	0	186.66	124.04	179.70	179.70	137.58	175.30	106.15	4,106.52	496.16	718.80	179.70	0.00	0.00	0.00	5,501.18
June, 2023	22	4	4	0	0	0	0	186.66	124.04	179.70	179.70	137.58	175.30	106.15	4,106.52	496.16	718.80	0.00	0.00	0.00	0.00	5,321.48
Total:	254	52	49	6	2	1	1								47,411.64	6,450.08	8,805.30	1,078.20	275.16	175.30	106.15	64,301.83
365																						
Running Total:															48,158.28	6,450.08	8,985.00	1,078.20	275.16	175.30	106.15	65,228.17
370																						
<u>Month</u>	<u>Wkdv</u>	<u>Sat</u>	<u>Sun</u>	<u>Hol A</u>	<u>Hol B</u>	<u>Hol C</u>	<u>Hol D</u>	Weekday	Saturday	Sunday	Hol A	Hol B	Hol C	Hol D	Total Weekday	Total Saturday	Total Sunday	Total Hol A	Total Hol B	Total Hol C	Total Hol D	Total Hours
July, 2023	20	5	5	0	0	0	1	186.66	124.04	179.70	179.70	137.58	175.30	106.15	3,733.20	620.20	898.50	0.00	0.00	0.00	106.15	5,358.05
August, 2023	23	4	4	0	0	0	0	186.66	124.04	179.70	179.70	137.58	175.30	106.15	4,293.18	496.16	718.80	0.00	0.00	0.00	0.00	5,508.14
September, 2023	20	5	4	1	0	0	0	186.66	124.04	179.70	179.70	137.58	175.30	106.15	3,733.20	620.20	718.80	179.70	0.00	0.00	0.00	5,251.90
October, 2023	22	4	5	0	0	0	0	186.66	124.04	179.70	179.70	137.58	175.30	106.15	4,106.52	496.16	898.50	0.00	0.00	0.00	0.00	5,501.18
November, 2023	21	4	4	1	0	0	0	186.66	124.04	179.70	179.70	137.58	175.30	106.15	3,919.86	496.16	718.80	179.70	0.00	0.00	0.00	5,314.52
December, 2023	20	5	5	1	0	0	0	186.66	124.04	179.70	179.70	137.58	175.30	106.15	3,733.20	620.20	898.50	179.70	0.00	0.00	0.00	5,431.60
January, 2024	22	4	4	1	0	0	0	186.66	124.04	179.70	179.70	137.58	175.30	106.15	4,106.52	496.16	718.80	179.70	0.00	0.00	0.00	5,501.18
February, 2024	20	4	4	0	0	1	0	186.66	124.04	179.70	179.70	137.58	175.30	106.15	3,733.20	496.16	718.80	0.00	0.00	175.30	0.00	5,123.46
March, 2024	21	5	4	1	0	0	0	186.66	124.04	179.70	179.70	137.58	175.30	106.15	3,919.86	620.20	718.80	179.70	0.00	0.00	0.00	5,438.56
April, 2024	22	4	4	0	0	0	0	186.66	124.04	179.70	179.70	137.58	175.30	106.15	4,106.52	496.16	718.80	0.00	0.00	0.00	0.00	5,321.48
May, 2024	22	4	4	1	0	0	0	186.66	124.04	179.70	179.70	137.58	175.30	106.15	4,106.52	496.16	718.80	179.70	0.00	0.00	0.00	5,501.18
June, 2024	20	5	5	0	0	0	0	186.66	124.04	179.70	179.70	137.58	175.30	106.15	3,733.20	620.20	898.50	0.00	0.00	0.00	0.00	5,251.90
Total:	253	53	52	6	0	1	1								47,224.98	6,574.12	9,344.40	1,078.20	0.00	175.30	106.15	64,503.15
366																						
Running Total:															95,383.26	13,024.20	18,329.40	2,156.40	275.16	350.60	212.30	129,731.32
736																						
<u>Month</u>	<u>Wkdv</u>	<u>Sat</u>	<u>Sun</u>	<u>Hol A</u>	<u>Hol B</u>	<u>Hol C</u>	<u>Hol D</u>	Weekday	Saturday	Sunday	Hol A	Hol B	Hol C	Hol D	Total Weekday	Total Saturday	Total Sunday	Total Hol A	Total Hol B	Total Hol C	Total Hol D	Total Hours
July, 2024	22	4	4	0	0	0	1	186.66	124.04	179.70	179.70	137.58	175.30	106.15	4,106.52	496.16	718.80	0.00	0.00	0.00	106.15	5,427.63
August, 2024	22	5	4	0	0	0	0	186.66	124.04	179.70	179.70	137.58	175.30	106.15	4,106.52	620.20	718.80	0.00	0.00	0.00	0.00	5,445.52
September, 2024	20	4	5	1	0	0	0	186.66	124.04	179.70	179.70	137.58	175.30	106.15	3,733.20	496.16	898.50	179.70	0.00	0.00	0.00	5,307.56
October, 2024	23	4	4	0	0	0	0	186.66	124.04	179.70	179.70	137.58	175.30	106.15	4,293.18	496.16	718.80	0.00	0.00	0.00	0.00	5,508.14
November, 2024	20	5	4	1	0	0	0	186.66	124.04	179.70	179.70	137.58	175.30	106.15	3,733.20	620.20	718.80	179.70	0.00	0.00	0.00	5,251.90
December, 2024	21	4	5	1	0	0	0	186.66	124.04	179.70	179.70	137.58	175.30	106.15	3,919.86	496.16	898.50	179.70	0.00	0.00	0.00	5,494.22
January, 2025	22	4	4	1	0	0	0	186.66	124.04	179.70	179.70	137.58	175.30	106.15	4,106.52	496.16	718.80	179.70	0.00	0.00	0.00	5,501.18
February, 2025	19	4	4	0	0	1	0	186.66	124.04	179.70	179.70	137.58	175.30	106.15	3,546.54	496.16	718.80	0.00	0.00	175.30	0.00	4,936.80
March, 2025	21	5	5	0	0	0	0	186.66	124.04	179.70	179.70	137.58	175.30	106.15	3,919.86	620.20	898.50	0.00	0.00	0.00	0.00	5,438.56
April, 2025	22	4	3	1	0	0	0	186.66	124.04	179.70	179.70	137.58	175.30	106.15	4,106.52	496.16	539.10	179.70	0.00	0.00	0.00	5,321.48
May, 2025	21	5	4	1	0	0	0	186.66	124.04	179.70	179.70	137.58	175.30	106.15	3,919.86	620.20	718.80	179.70	0.00	0.00	0.00	5,438.56
June 1-21, 2025	15	3	3	0	0	0	0	186.66	124.04	179.70	179.70	137.58	175.30	106.15	2,799.90	372.12	539.10	0.00	0.00	0.00	0.00	3,711.12
Total:	248	51	49	6	0	1	1								46,291.68	6,326.04	8,805.30	1,078.20	0.00	175.30	106.15	62,782.67
356																						
Initial Contract Total:															141,674.94	19,350.24	27,134.70	3,234.60	275.16	525.90	318.45	192,513.99

North Hudson Local Bus Service

Routes 22, 23, 86, 89

Initial Contract: June 26, 2022 through June 21, 2025

First Option: June 22, 2025 through June 19, 2027

Second Option: June 20, 2027 through June 23, 2029

Service Schedule Effective as of : June 26, 2021

Option # 2

Contract Hours

Month	Wkdv	Sat	Sun	Hol A	Hol B	Hol C	Hol D	Weekday	Saturday	Sunday	Hol A	Hol B	Hol C	Hol D	Total Weekday	Total Saturday	Total Sunday	Total Hol A	Total Hol B	Total Hol C	Total Hol D	Total Hours	
June 20-30, 2027	8	1	2	0	0	0	0	186.66	124.04	179.70	179.70	137.58	175.30	106.15	1,493.28	124.04	359.40	0.00	0.00	0.00	0.00	1,976.72	
Total:	8	1	2	0	0	0	0							1,493.28	124.04	359.40	0.00	0.00	0.00	0.00	0.00	1,976.72	
11																							
2nd Option Running Total:															1,493.28	124.04	359.40	0.00	0.00	0.00	0.00	0.00	1,976.72
Contract Running Total:	1,831														237,618.18	32,250.40	45,823.50	5,391.00	412.74	876.50	530.75	322,903.07	

Month	Wkdv	Sat	Sun	Hol A	Hol B	Hol C	Hol D	Weekday	Saturday	Sunday	Hol A	Hol B	Hol C	Hol D	Total Weekday	Total Saturday	Total Sunday	Total Hol A	Total Hol B	Total Hol C	Total Hol D	Total Hours
July, 2027	21	5	3	0	1	0	1	186.66	124.04	179.70	179.70	137.58	175.30	106.15	3,919.86	620.20	539.10	0.00	137.58	0.00	106.15	5,322.89
August, 2027	22	4	5	0	0	0	0	186.66	124.04	179.70	179.70	137.58	175.30	106.15	4,106.52	496.16	898.50	0.00	0.00	0.00	0.00	5,501.18
September, 2027	21	4	4	1	0	0	0	186.66	124.04	179.70	179.70	137.58	175.30	106.15	3,919.86	496.16	718.80	179.70	0.00	0.00	0.00	5,314.52
October, 2027	21	5	5	0	0	0	0	186.66	124.04	179.70	179.70	137.58	175.30	106.15	3,919.86	620.20	898.50	0.00	0.00	0.00	0.00	5,438.56
November, 2027	21	4	4	1	0	0	0	186.66	124.04	179.70	179.70	137.58	175.30	106.15	3,919.86	496.16	718.80	179.70	0.00	0.00	0.00	5,314.52
December, 2027	21	3	4	1	2	0	0	186.66	124.04	179.70	179.70	137.58	175.30	106.15	3,919.86	372.12	718.80	179.70	275.16	0.00	0.00	5,465.64
Januav, 2028	21	4	5	1	0	0	0	186.66	124.04	179.70	179.70	137.58	175.30	106.15	3,919.86	496.16	898.50	179.70	0.00	0.00	0.00	5,494.22
February, 2028	20	4	4	0	0	1	0	186.66	124.04	179.70	179.70	137.58	175.30	106.15	3,733.20	496.16	718.80	0.00	0.00	175.30	0.00	5,123.46
March, 2028	23	4	4	0	0	0	0	186.66	124.04	179.70	179.70	137.58	175.30	106.15	4,293.18	496.16	718.80	0.00	0.00	0.00	0.00	5,508.14
April, 2028	20	5	4	1	0	0	0	186.66	124.04	179.70	179.70	137.58	175.30	106.15	3,733.20	620.20	718.80	179.70	0.00	0.00	0.00	5,251.90
May, 2028	22	4	4	1	0	0	0	186.66	124.04	179.70	179.70	137.58	175.30	106.15	4,106.52	496.16	718.80	179.70	0.00	0.00	0.00	5,501.18
June, 2028	22	4	4	0	0	0	0	186.66	124.04	179.70	179.70	137.58	175.30	106.15	4,106.52	496.16	718.80	0.00	0.00	0.00	0.00	5,321.48
Total:	255	50	50	6	3	1	1							47,598.30	6,202.00	8,985.00	1,078.20	412.74	175.30	106.15	64,557.69	
366																						
2nd Option Running Total:	377														49,091.58	6,326.04	9,344.40	1,078.20	412.74	175.30	106.15	66,534.41
Contract Running Total:	2,197														285,216.48	38,452.40	54,808.50	6,469.20	825.48	1,051.80	636.90	387,460.76

Month	Wkdv	Sat	Sun	Hol A	Hol B	Hol C	Hol D	Weekday	Saturday	Sunday	Hol A	Hol B	Hol C	Hol D	Total Weekday	Total Saturday	Total Sunday	Total Hol A	Total Hol B	Total Hol C	Total Hol D	Total Hours
July, 2028	20	5	5	0	0	0	1	186.66	124.04	179.70	179.70	137.58	175.30	106.15	3,733.20	620.20	898.50	0.00	0.00	0.00	106.15	5,358.05
August, 2028	23	4	4	0	0	0	0	186.66	124.04	179.70	179.70	137.58	175.30	106.15	4,293.18	496.16	718.80	0.00	0.00	0.00	0.00	5,508.14
September, 2028	20	5	4	1	0	0	0	186.66	124.04	179.70	179.70	137.58	175.30	106.15	3,733.20	620.20	718.80	179.70	0.00	0.00	0.00	5,251.90
October, 2028	22	4	5	0	0	0	0	186.66	124.04	179.70	179.70	137.58	175.30	106.15	4,106.52	496.16	898.50	0.00	0.00	0.00	0.00	5,501.18
November, 2028	21	4	4	1	0	0	0	186.66	124.04	179.70	179.70	137.58	175.30	106.15	3,919.86	496.16	718.80	179.70	0.00	0.00	0.00	5,314.52
December, 2028	20	5	5	1	0	0	0	186.66	124.04	179.70	179.70	137.58	175.30	106.15	3,733.20	620.20	898.50	179.70	0.00	0.00	0.00	5,431.60
January, 2029	22	4	4	1	0	0	0	186.66	124.04	179.70	179.70	137.58	175.30	106.15	4,106.52	496.16	718.80	179.70	0.00	0.00	0.00	5,501.18
February, 2029	19	4	4	0	0	1	0	186.66	124.04	179.70	179.70	137.58	175.30	106.15	3,546.54	496.16	718.80	0.00	0.00	175.30	0.00	4,936.80
March, 2029	22	5	4	0	0	0	0	186.66	124.04	179.70	179.70	137.58	175.30	106.15	4,106.52	620.20	718.80	0.00	0.00	0.00	0.00	5,445.52
April, 2029	21	4	4	1	0	0	0	186.66	124.04	179.70	179.70	137.58	175.30	106.15	3,919.86	496.16	718.80	179.70	0.00	0.00	0.00	5,314.52
May, 2029	22	4	4	1	0	0	0	186.66	124.04	179.70	179.70	137.58	175.30	106.15	4,106.52	496.16	718.80	179.70	0.00	0.00	0.00	5,501.18
June 1-23, 2029	16	4	3	0	0	0	0	186.66	124.04	179.70	179.70	137.58	175.30	106.15	2,986.56	496.16	539.10	0.00	0.00	0.00	0.00	4,021.82
Total:	248	52	50	6	0	1	1							46,291.68	6,450.08	8,985.00	1,078.20	0.00	175.30	106.15	63,086.41	
358																						
2nd Option Running Total:	735														95,383.26	12,776.12	18,329.40	2,156.40	412.74	350.60	212.30	129,620.82
Contract Running Total:	2,555														331,508.16	44,902.48	63,793.50	7,547.40	825.48	1,227.10	743.05	450,547.17

North Hudson Local Bus Service

Routes 22, 23, 86, 89

Initial Contract: June 26, 2022 through June 21, 2025

First Option: June 22, 2025 through June 19, 2027

Second Option: June 20, 2027 through June 23, 2029

Service Schedule Effective as of : June 26, 2021

Contract Miles

Month	Wkldy	Sat	Sun	Hol A	Hol B	Hol C	Hol D	Weekday	Saturday	Sunday	Hol A	Hol B	Hol C	Hol D	Total Weekday	Total Saturday	Total Sunday	Total Hol A	Total Hol B	Total Hol C	Total Hol D	Total Hours	
June 26-30, 2022	4	0	1	0	0	0	0	1,214.59	810.12	662.69	662.69	926.10	1,125.86	700.55	4,858.36	0.00	662.69	0.00	0.00	0.00	0.00	0.00	5,521.05
Total:	4	0	1	0	0	0	0							4,858.36	0.00	662.69	0.00	0.00	0.00	0.00	0.00	0.00	5,521.05

5

Month	Wkldy	Sat	Sun	Hol A	Hol B	Hol C	Hol D	Weekday	Saturday	Sunday	Hol A	Hol B	Hol C	Hol D	Total Weekday	Total Saturday	Total Sunday	Total Hol A	Total Hol B	Total Hol C	Total Hol D	Total Hours	
July, 2022	20	5	5	0	0	0	1	1,214.59	810.12	662.69	662.69	926.10	1,125.86	700.55	24,291.80	4,050.60	3,313.45	0.00	0.00	0.00	0.00	700.55	32,356.40
August, 2022	23	4	4	0	0	0	0	1,214.59	810.12	662.69	662.69	926.10	1,125.86	700.55	27,935.57	3,240.48	2,650.76	0.00	0.00	0.00	0.00	0.00	33,826.81
September, 2022	21	4	4	1	0	0	0	1,214.59	810.12	662.69	662.69	926.10	1,125.86	700.55	25,506.39	3,240.48	2,650.76	662.69	0.00	0.00	0.00	0.00	32,060.32
October, 2022	21	5	5	0	0	0	0	1,214.59	810.12	662.69	662.69	926.10	1,125.86	700.55	25,506.39	4,050.60	3,313.45	0.00	0.00	0.00	0.00	0.00	32,870.44
November, 2022	21	4	4	1	0	0	0	1,214.59	810.12	662.69	662.69	926.10	1,125.86	700.55	25,506.39	3,240.48	2,650.76	662.69	0.00	0.00	0.00	0.00	32,060.32
December, 2022	21	5	3	1	1	0	0	1,214.59	810.12	662.69	662.69	926.10	1,125.86	700.55	25,506.39	4,050.60	1,988.07	662.69	926.10	0.00	0.00	0.00	33,133.85
January, 2023	21	4	4	1	1	0	0	1,214.59	810.12	662.69	662.69	926.10	1,125.86	700.55	25,506.39	3,240.48	2,650.76	662.69	926.10	0.00	0.00	0.00	32,986.42
February, 2023	19	4	4	0	0	1	0	1,214.59	810.12	662.69	662.69	926.10	1,125.86	700.55	23,077.21	3,240.48	2,650.76	0.00	0.00	1,125.86	0.00	30,094.31	
March, 2023	23	4	4	0	0	0	0	1,214.59	810.12	662.69	662.69	926.10	1,125.86	700.55	27,935.57	3,240.48	2,650.76	0.00	0.00	0.00	0.00	0.00	33,826.81
April, 2023	20	5	4	1	0	0	0	1,214.59	810.12	662.69	662.69	926.10	1,125.86	700.55	24,291.80	4,050.60	2,650.76	662.69	0.00	0.00	0.00	0.00	31,655.85
May, 2023	22	4	4	1	0	0	0	1,214.59	810.12	662.69	662.69	926.10	1,125.86	700.55	26,720.98	3,240.48	2,650.76	662.69	0.00	0.00	0.00	0.00	33,274.91
June, 2023	22	4	4	0	0	0	0	1,214.59	810.12	662.69	662.69	926.10	1,125.86	700.55	26,720.98	3,240.48	2,650.76	0.00	0.00	0.00	0.00	0.00	32,612.22
Total:	254	52	49	6	2	1	1							308,505.86	42,126.24	32,471.81	3,976.14	1,852.20	1,125.86	700.55	0.00	0.00	390,758.66

365

Running Total:

370

313,364.22 42,126.24 33,134.50 3,976.14 1,852.20 1,125.86 700.55 396,279.71

Month	Wkldy	Sat	Sun	Hol A	Hol B	Hol C	Hol D	Weekday	Saturday	Sunday	Hol A	Hol B	Hol C	Hol D	Total Weekday	Total Saturday	Total Sunday	Total Hol A	Total Hol B	Total Hol C	Total Hol D	Total Hours	
July, 2023	20	5	5	0	0	0	1	1,214.59	810.12	662.69	662.69	926.10	1,125.86	700.55	24,291.80	4,050.60	3,313.45	0.00	0.00	0.00	0.00	700.55	32,356.40
August, 2023	23	4	4	0	0	0	0	1,214.59	810.12	662.69	662.69	926.10	1,125.86	700.55	27,935.57	3,240.48	2,650.76	0.00	0.00	0.00	0.00	0.00	33,826.81
September, 2023	20	5	4	1	0	0	0	1,214.59	810.12	662.69	662.69	926.10	1,125.86	700.55	24,291.80	4,050.60	2,650.76	662.69	0.00	0.00	0.00	0.00	31,655.85
October, 2023	22	4	5	0	0	0	0	1,214.59	810.12	662.69	662.69	926.10	1,125.86	700.55	26,720.98	3,240.48	3,313.45	0.00	0.00	0.00	0.00	0.00	33,274.91
November, 2023	21	4	4	1	0	0	0	1,214.59	810.12	662.69	662.69	926.10	1,125.86	700.55	25,506.39	3,240.48	2,650.76	662.69	0.00	0.00	0.00	0.00	32,060.32
December, 2023	20	5	5	1	0	0	0	1,214.59	810.12	662.69	662.69	926.10	1,125.86	700.55	24,291.80	4,050.60	3,313.45	662.69	0.00	0.00	0.00	0.00	32,318.54
January, 2024	22	4	4	1	0	0	0	1,214.59	810.12	662.69	662.69	926.10	1,125.86	700.55	26,720.98	3,240.48	2,650.76	662.69	0.00	0.00	0.00	0.00	33,274.91
February, 2024	20	4	4	0	0	1	0	1,214.59	810.12	662.69	662.69	926.10	1,125.86	700.55	24,291.80	3,240.48	2,650.76	0.00	0.00	1,125.86	0.00	31,308.90	
March, 2024	21	5	4	1	0	0	0	1,214.59	810.12	662.69	662.69	926.10	1,125.86	700.55	25,506.39	4,050.60	2,650.76	662.69	0.00	0.00	0.00	0.00	32,870.44
April, 2024	22	4	4	0	0	0	0	1,214.59	810.12	662.69	662.69	926.10	1,125.86	700.55	26,720.98	3,240.48	2,650.76	0.00	0.00	0.00	0.00	0.00	32,612.22
May, 2024	22	4	4	1	0	0	0	1,214.59	810.12	662.69	662.69	926.10	1,125.86	700.55	26,720.98	3,240.48	2,650.76	662.69	0.00	0.00	0.00	0.00	33,274.91
June, 2024	20	5	5	0	0	0	0	1,214.59	810.12	662.69	662.69	926.10	1,125.86	700.55	24,291.80	4,050.60	3,313.45	0.00	0.00	0.00	0.00	0.00	31,655.85
Total:	253	53	52	6	0	1	1							307,291.27	42,936.36	34,459.88	3,976.14	0.00	1,125.86	700.55	0.00	0.00	390,490.06

366

Running Total:

736

620,655.49 85,062.60 67,594.38 7,952.28 1,852.20 2,251.72 1,401.10 786,769.77

Month	Wkldy	Sat	Sun	Hol A	Hol B	Hol C	Hol D	Weekday	Saturday	Sunday	Hol A	Hol B	Hol C	Hol D	Total Weekday	Total Saturday	Total Sunday	Total Hol A	Total Hol B	Total Hol C	Total Hol D	Total Hours	
July, 2024	22	4	4	0	0	0	1	1,214.59	810.12	662.69	662.69	926.10	1,125.86	700.55	26,720.98	3,240.48	2,650.76	0.00	0.00	0.00	0.00	700.55	33,312.77
August, 2024	22	5	4	0	0	0	0	1,214.59	810.12	662.69	662.69	926.10	1,125.86	700.55	26,720.98	4,050.60	2,650.76	0.00	0.00	0.00	0.00	0.00	33,422.34
September, 2024	20	4	5	1	0	0	0	1,214.59	810.12	662.69	662.69	926.10	1,125.86	700.55	24,291.80	3,240.48	3,313.45	662.69	0.00	0.00	0.00	0.00	31,508.42
October, 2024	23	4	4	0	0	0	0	1,214.59	810.12	662.69	662.69	926.10	1,125.86	700.55	27,935.57	3,240.48	2,650.76	0.00	0.00	0.00	0.00	0.00	33,826.81
November, 2024	20	5	4	1	0	0	0	1,214.59	810.12	662.69	662.69	926.10	1,125.86	700.55	24,291.80	4,050.60	2,650.76	662.69	0.00	0.00	0.00	0.00	31,655.85
December, 2024	21	4	5	1	0	0	0	1,214.59	810.12	662.69	662.69	926.10	1,125.86	700.55	25,506.39	3,240.48	3,313.45	662.69	0.00	0.00	0.00	0.00	32,723.01
January, 2025	22	4	4	1	0	0	0	1,214.59	810.12	662.69	662.69	926.10	1,125.86	700.55	26,720.98	3,240.48	2,650.76	662.69	0.00	0.00	0.00	0.00	33,274.91
February, 2025	19	4	4	0	0	1	0	1,214.59	810.12	662.69	662.69	926.10	1,125.86	700.55	23,077.21	3,240.48	2,650.76	0.00	0.00	1,125.86	0.00	30,094.31	
March, 2025	21	5	5	0	0	0	0	1,214.59	810.12	662.69	662.69	926.10	1,125.86	700.55	25,506.39	4,050.60	3,313.45	0.00	0.00	0.00	0.00	0.00	32,870.44
April, 2025	22	4	3	1	0	0	0	1,214.59	810.12	662.69	662.69	926.10	1,125.86	700.55	26,720.98	3,240.48	1,988.07	662.69	0.00	0.00	0.00	0.00	32,612.22
May, 2025	21	5	4	1	0	0	0	1,214.59	810.12	662.69	662.69	926.10	1,125.86	700.55	25,506.39	4,050.60	2,650.76	662.69	0.00	0.00	0.00	0.00	32,870.44
June 1-21, 2025	15	3	3	0	0	0	0	1,214.59	810.12	662.69	662.69	926.10	1,125.86	700.55	18,218.85	2,430.36	1,988.07	0.00	0.00	0.00	0.00	0.00	22,637.28
Total:	248	51	49	6	0	1	1							301,218.32	41,316.12	32,471.81	3,976.14	0.00	1,125.86	700.55	0.00	0.00	380,808.80

356

Initial Contract Total:

1092

921,873.81 126,378.72 100,066.19 11,928.42 1,852.20 3,377.58 2,101.65 1,167,578.57

North Hudson Local Bus Service
Routes 22, 23, 86, 89
Initial Contract: June 26, 2022 through June 21, 2025
First Option: June 22, 2025 through June 19, 2027
Second Option: June 20, 2027 through June 23, 2029
Service Schedule Effective as of : June 26, 2021

Option # 1

Contract Miles																								
Month	Wkldy	Sat	Sun	Hol A	Hol B	Hol C	Hol D	Weekday	Saturday	Sunday	Hol A	Hol B	Hol C	Hol D	Total Weekday	Total Saturday	Total Sunday	Total Hol A	Total Hol B	Total Hol C	Total Hol D	Total Hours		
June 22-30, 2025	6	1	2	0	0	0	0	1,214.59	810.12	662.69	662.69	926.10	1,125.86	700.55	7,287.54	810.12	1,325.38	0.00	0.00	0.00	0.00	9,423.04		
Total:	6	1	2	0	0	0	0							7,287.54	810.12	1,325.38	0.00	0.00	0.00	0.00	0.00	9,423.04		
9																								
1st Option Running Total:															7,287.54	810.12	1,325.38	0.00	0.00	0.00	0.00	9,423.04		
Contract Running Total:	1,101															929,161.35	127,188.84	101,391.57	11,928.42	1,852.20	3,377.58	2,101.65	1,177,001.61	
365																								
1st Option Running Total:															315,793.40	42,936.36	35,122.57	3,976.14	0.00	1,125.86	700.55	399,654.88		
Contract Running Total:	1,466															1,237,667.21	169,315.08	135,188.76	15,904.56	1,852.20	4,503.44	2,802.20	1,567,233.45	
365																								
1st Option Running Total:															614,562.54	83,442.36	67,594.38	7,952.28	926.10	2,251.72	1,401.10	778,150.48		
Contract Running Total:	1,820															1,536,456.35	209,821.08	167,660.57	19,880.70	2,778.30	5,629.30	3,502.75	1,945,729.05	

North Hudson Local Bus Service

Routes 22, 23, 86, 89

Initial Contract: June 26, 2022 through June 21, 2025

First Option: June 22, 2025 through June 19, 2027

Second Option: June 20, 2027 through June 23, 2029

Service Schedule Effective as of : June 26, 2021

Option # 2

Contract Miles	Month	Wkdy	Sat	Sun	Hol A	Hol B	Hol C	Hol D	Weekday	Saturday	Sunday	Hol A	Hol B	Hol C	Hol D	Total Weekday	Total Saturday	Total Sunday	Total Hol A	Total Hol B	Total Hol C	Total Hol D	Total Hours
	June 20-30, 2027	8	1	2	0	0	0	0	1,214.59	810.12	662.69	662.69	926.10	1,125.86	700.55	9,716.72	810.12	1,325.38	0.00	0.00	0.00	0.00	11,852.22
	Total:	8	1	2	0	0	0	0							9,716.72	810.12	1,325.38	0.00	0.00	0.00	0.00	0.00	11,852.22
	11																						
	2nd Option Running Total:														9,716.72	810.12	1,325.38	0.00	0.00	0.00	0.00	0.00	11,852.22
	Contract Running Total:	1,831													1,546,173.07	210,631.20	168,985.95	19,880.70	2,778.30	5,629.30	3,502.75	1,957,581.27	
Month	Wkdy	Sat	Sun	Hol A	Hol B	Hol C	Hol D	Weekday	Saturday	Sunday	Hol A	Hol B	Hol C	Hol D	Total Weekday	Total Saturday	Total Sunday	Total Hol A	Total Hol B	Total Hol C	Total Hol D	Total Hours	
July, 2027	21	5	3	0	1	0	1	1,214.59	810.12	662.69	662.69	926.10	1,125.86	700.55	25,506.39	4,050.60	1,988.07	0.00	926.10	0.00	0.00	700.55	33,171.71
August, 2027	22	4	5	0	0	0	0	1,214.59	810.12	662.69	662.69	926.10	1,125.86	700.55	26,720.98	3,240.48	3,313.45	0.00	0.00	0.00	0.00	0.00	33,274.91
September, 2027	21	4	4	1	0	0	0	1,214.59	810.12	662.69	662.69	926.10	1,125.86	700.55	25,506.39	3,240.48	2,650.76	662.69	0.00	0.00	0.00	0.00	32,060.32
October, 2027	21	5	5	0	0	0	0	1,214.59	810.12	662.69	662.69	926.10	1,125.86	700.55	25,506.39	4,050.60	3,313.45	0.00	0.00	0.00	0.00	0.00	32,870.44
November, 2027	21	4	4	1	0	0	0	1,214.59	810.12	662.69	662.69	926.10	1,125.86	700.55	25,506.39	3,240.48	2,650.76	662.69	0.00	0.00	0.00	0.00	32,060.32
December, 2027	21	3	4	1	2	0	0	1,214.59	810.12	662.69	662.69	926.10	1,125.86	700.55	25,506.39	2,430.36	2,650.76	662.69	1,852.20	0.00	0.00	0.00	33,102.40
Januav, 2028	21	4	5	1	0	0	0	1,214.59	810.12	662.69	662.69	926.10	1,125.86	700.55	25,506.39	3,240.48	3,313.45	662.69	0.00	0.00	0.00	0.00	32,723.01
February, 2028	20	4	4	0	0	1	0	1,214.59	810.12	662.69	662.69	926.10	1,125.86	700.55	24,291.80	3,240.48	2,650.76	0.00	0.00	1,125.86	0.00	0.00	31,306.90
March, 2028	23	4	4	0	0	0	0	1,214.59	810.12	662.69	662.69	926.10	1,125.86	700.55	27,935.57	3,240.48	2,650.76	0.00	0.00	0.00	0.00	0.00	33,826.81
April, 2028	20	5	4	1	0	0	0	1,214.59	810.12	662.69	662.69	926.10	1,125.86	700.55	24,291.80	4,050.60	2,650.76	662.69	0.00	0.00	0.00	0.00	31,655.85
May, 2028	22	4	4	1	0	0	0	1,214.59	810.12	662.69	662.69	926.10	1,125.86	700.55	26,720.98	3,240.48	2,650.76	662.69	0.00	0.00	0.00	0.00	33,274.91
June, 2028	22	4	4	0	0	0	0	1,214.59	810.12	662.69	662.69	926.10	1,125.86	700.55	26,720.98	3,240.48	2,650.76	0.00	0.00	0.00	0.00	0.00	32,612.22
	Total:	255	50	50	6	3	1								309,720.45	40,506.00	33,134.50	3,976.14	2,778.30	1,125.86	700.55	391,941.80	
	366																						
	2nd Option Running Total:														319,437.17	41,316.12	34,459.88	3,976.14	2,778.30	1,125.86	700.55	403,794.02	
	Contract Running Total:	2,197													1,855,893.52	251,137.20	202,120.45	23,856.84	5,556.60	6,755.16	4,203.30	2,349,523.07	
Month	Wkdy	Sat	Sun	Hol A	Hol B	Hol C	Hol D	Weekday	Saturday	Sunday	Hol A	Hol B	Hol C	Hol D	Total Weekday	Total Saturday	Total Sunday	Total Hol A	Total Hol B	Total Hol C	Total Hol D	Total Hours	
July, 2028	20	5	5	0	0	0	1	1,214.59	810.12	662.69	662.69	926.10	1,125.86	700.55	24,291.80	4,050.60	3,313.45	0.00	0.00	0.00	700.55	32,356.40	
August, 2028	23	4	4	0	0	0	0	1,214.59	810.12	662.69	662.69	926.10	1,125.86	700.55	27,935.57	3,240.48	2,650.76	0.00	0.00	0.00	0.00	0.00	33,826.81
September, 2028	20	5	4	1	0	0	0	1,214.59	810.12	662.69	662.69	926.10	1,125.86	700.55	24,291.80	4,050.60	2,650.76	662.69	0.00	0.00	0.00	0.00	31,655.85
October, 2028	22	4	5	0	0	0	0	1,214.59	810.12	662.69	662.69	926.10	1,125.86	700.55	26,720.98	3,240.48	3,313.45	0.00	0.00	0.00	0.00	0.00	33,274.91
November, 2028	21	4	4	1	0	0	0	1,214.59	810.12	662.69	662.69	926.10	1,125.86	700.55	25,506.39	3,240.48	2,650.76	662.69	0.00	0.00	0.00	0.00	32,060.32
December, 2028	20	5	5	1	0	0	0	1,214.59	810.12	662.69	662.69	926.10	1,125.86	700.55	24,291.80	4,050.60	3,313.45	662.69	0.00	0.00	0.00	0.00	32,318.54
January, 2029	22	4	4	1	0	0	0	1,214.59	810.12	662.69	662.69	926.10	1,125.86	700.55	26,720.98	3,240.48	2,650.76	662.69	0.00	0.00	0.00	0.00	33,274.91
February, 2029	19	4	4	0	0	1	0	1,214.59	810.12	662.69	662.69	926.10	1,125.86	700.55	23,077.21	3,240.48	2,650.76	0.00	0.00	1,125.86	0.00	0.00	30,094.31
March, 2029	22	5	4	0	0	0	0	1,214.59	810.12	662.69	662.69	926.10	1,125.86	700.55	26,720.98	4,050.60	2,650.76	0.00	0.00	0.00	0.00	0.00	33,422.34
April, 2029	21	4	4	1	0	0	0	1,214.59	810.12	662.69	662.69	926.10	1,125.86	700.55	25,506.39	3,240.48	2,650.76	662.69	0.00	0.00	0.00	0.00	32,060.32
May, 2029	22	4	4	1	0	0	0	1,214.59	810.12	662.69	662.69	926.10	1,125.86	700.55	26,720.98	3,240.48	2,650.76	662.69	0.00	0.00	0.00	0.00	33,274.91
June 1-23, 2029	16	4	3	0	0	0	0	1,214.59	810.12	662.69	662.69	926.10	1,125.86	700.55	19,433.44	3,240.48	1,988.07	0.00	0.00	0.00	0.00	0.00	24,661.99
	Total:	248	52	50	6	0	1								301,218.32	42,126.24	33,134.50	3,976.14	0.00	1,125.86	700.55	382,281.61	
	358																						
	2nd Option Running Total:														620,655.49	83,442.36	67,594.38	7,952.28	2,778.30	2,251.72	1,401.10	786,075.63	
	Contract Running Total:	2,555													2,157,111.84	293,263.44	235,254.95	27,832.98	5,556.60	7,881.02	4,903.85	2,731,804.68	

North Hudson Local Bus Service

Routes 22, 23, 86, 89

Initial Contract: June 26, 2022 through June 21, 2025

First Option: June 22, 2025 through June 19, 2027

Second Option: June 20, 2027 through June 23, 2029

Service Schedule Effective as of : June 26, 2021

Contract Summary

Statistics by Period

<u>Initial Contract Period</u>		<u>Miles</u>	<u>Rate</u>	<u>Miles Cost</u>	<u>Hours</u>	<u>Rate</u>	<u>Hours Cost</u>	<u>Daily Rate</u>	<u>Fixed Cost</u>	<u>Total Cost</u>
June 26, 2022	FY 2022	5,521.05	\$0.00	\$0.00	926.34	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
through	FY 2023	390,758.66	\$0.00	\$0.00	64,301.83	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
June 21, 2025	FY 2024	390,490.06	\$0.00	\$0.00	64,503.15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	FY 2025	<u>380,808.80</u>	\$0.00	<u>\$0.00</u>	<u>62,782.67</u>	\$0.00	<u>\$0.00</u>	\$0.00	<u>\$0.00</u>	<u>\$0.00</u>
Initial Contract Total:		1,167,578.57		\$0.00	192,513.99		\$0.00		\$0.00	\$0.00

First Option Period

June 22, 2025	FY 2025	9,423.04	\$0.00	\$0.00	1,603.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
through	FY 2026	390,231.84	\$0.00	\$0.00	64,386.07	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
June 19, 2027	FY 2027	<u>378,495.60</u>	\$0.00	<u>\$0.00</u>	<u>62,422.89</u>	\$0.00	<u>\$0.00</u>	\$0.00	<u>\$0.00</u>	<u>\$0.00</u>
First Option Total:		778,150.48		\$0.00	128,412.36		\$0.00		\$0.00	\$0.00
Contract Sub Total:		1,945,729.05			320,926.35					

Second Option Period

June 20, 2027	FY 2027	11,852.22	\$0.00	\$0.00	1,976.72	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
through	FY 2028	391,941.80	\$0.00	\$0.00	64,557.69	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
June 23, 2029	FY 2029	<u>382,281.61</u>	\$0.00	<u>\$0.00</u>	<u>63,086.41</u>	\$0.00	<u>\$0.00</u>	\$0.00	<u>\$0.00</u>	<u>\$0.00</u>
Second Option Total:		786,075.63		\$0.00	129,620.82		\$0.00		\$0.00	\$0.00
Contract Total:		2,731,804.68		\$0.00	450,547.17		\$0.00		\$0.00	\$0.00

Statistics by Fiscal Year

	<u>Miles</u>	<u>Miles Cost</u>	<u>Hours</u>	<u>Hours Cost</u>	<u>Fixed Cost</u>	<u>Total Cost</u>
FY 2022	5,521.05	\$0.00	926.34	\$0.00	\$0.00	\$0.00
FY 2023	390,758.66	\$0.00	64,301.83	\$0.00	\$0.00	\$0.00
FY 2024	390,490.06	\$0.00	64,503.15	\$0.00	\$0.00	\$0.00
FY 2025	390,231.84	\$0.00	64,386.07	\$0.00	\$0.00	\$0.00
FY 2026	390,231.84	\$0.00	64,386.07	\$0.00	\$0.00	\$0.00
FY 2027	390,347.82	\$0.00	64,399.61	\$0.00	\$0.00	\$0.00
FY 2028	391,941.80	\$0.00	64,557.69	\$0.00	\$0.00	\$0.00
FY 2029	<u>382,281.61</u>	<u>\$0.00</u>	<u>63,086.41</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Totals:	2,731,804.68	\$0.00	450,547.17	\$0.00	\$0.00	\$0.00

**NORTH HUDSON LOCAL BUS SERVICE
CONTRACT HOURS AND MILES STATISTICS
All services effective as of June 26, 2021**

LINE #	# OF TRIPS							WD TOTAL	CONTRACT MILES												
	WD	SAT	SUN	HOL A	HOL B	HOL C	HOL D		PER TRIP	SAT TOTAL	PER TRIP	SUN TOTAL	PER TRIP	HOL A TOTAL	PER TRIP	HOL B TOTAL	PER TRIP	HOL C TOTAL	PER TRIP	HOL D TOTAL	PER TRIP
22	64	52	36	36	52	52	36	441.87	6.90	356.20	6.85	246.63	6.85	246.63	6.85	356.20	6.85	356.20	6.85	246.63	6.85
23	16	0	0	0	16	16	0	109.04	6.82	0.00	0.00	0.00	0.00	0.00	109.04	6.82	109.04	6.82	0.00	0.00	
86	34	22	18	18	22	34	22	322.48	9.48	208.26	9.47	170.40	9.47	170.40	9.47	208.26	9.47	322.48	9.48	208.26	9.47
89	50	36	36	36	36	50	36	341.20	6.82	245.66	6.82	245.66	6.82	245.66	6.82	245.66	6.82	341.20	6.82	245.66	6.82
TOTAL	164	110	90	90	126	152	94	1,214.59		810.12		662.69		662.69		919.16		1,128.92		700.55	

LINE #	# OF TRIPS							WD TOTAL	CONTRACT HOURS												
	WD	SAT	SUN	HOL A	HOL B	HOL C	HOL D		PER TRIP	SAT TOTAL	PER TRIP	SUN TOTAL	PER TRIP	HOL A TOTAL	PER TRIP	HOL B TOTAL	PER TRIP	HOL C TOTAL	PER TRIP	HOL D TOTAL	PER TRIP
22	64	52	36	36	52	52	36	74.46	1.16	62.33	1.20	44.44	1.23	44.44	1.23	62.33	1.20	62.33	1.20	44.44	1.23
23	16	0	0	0	16	16	0	12.77	0.80	0.00	0.00	0.00	0.00	0.00	12.77	0.80	12.77	0.80	0.00	0.00	
86	34	22	18	18	22	34	22	46.94	1.38	26.40	1.20	35.19	1.96	35.19	1.96	26.40	1.20	46.94	1.38	26.40	1.20
89	50	36	36	36	36	50	36	52.49	1.05	35.31	0.98	100.07	2.78	100.07	2.78	35.31	0.98	52.49	1.05	35.31	0.98
TOTAL	164	110	90	90	126	152	94	186.66		124.04		179.70		179.70		136.81		174.53		106.15	

Holiday Service Guide
North Hudson Local Bus Service
For Contract Period June 26, 2022 through June 23, 2029

<u>CY 2022 Holidays</u>	<u>Day</u>	<u>Date</u>	<u>Service Operated</u>
President's Day	Monday	02/21/22	Holiday C
Easter	Sunday	04/17/22	Holiday A
Memorial Day	Monday	05/30/22	Holiday A
Independence Day	Monday	07/04/22	Holiday D
Labor Day	Monday	09/05/22	Holiday A
Thanksgiving Day	Thursday	11/24/22	Holiday A
Christmas Day	Sunday	12/25/22	Holiday A
Christmas Day Observed	Monday	12/26/22	Holiday B

<u>CY 2023 Holidays</u>	<u>Day</u>	<u>Date</u>	<u>Service Operated</u>
New Year's Day	Sunday	01/01/23	Holiday A
New Year's Day Observed	Monday	01/02/23	Holiday B
Martin Luther King Day	Monday	01/16/23	Weekday
President's Day	Monday	02/20/23	Holiday C
Easter	Sunday	04/09/23	Holiday A
Memorial Day	Monday	05/29/23	Holiday A
Independence Day	Tuesday	07/04/23	Holiday D
Labor Day	Monday	09/04/23	Holiday A
Thanksgiving Day	Thursday	11/23/23	Holiday A
Christmas Day	Monday	12/25/23	Holiday A

<u>CY 2024 Holidays</u>	<u>Day</u>	<u>Date</u>	<u>Service Operated</u>
New Year's Day	Monday	01/01/24	Holiday A
Martin Luther King Day	Monday	01/15/24	Weekday
President's Day	Monday	02/19/24	Holiday C
Easter	Sunday	03/31/24	Holiday A
Memorial Day	Monday	05/27/24	Holiday A
Independence Day	Thursday	07/04/24	Holiday D
Labor Day	Monday	09/02/24	Holiday A
Thanksgiving Day	Thursday	11/28/24	Holiday A
Christmas Day	Wednesday	12/25/24	Holiday A

<u>CY 2025 Holidays</u>	<u>Day</u>	<u>Date</u>	<u>Service Operated</u>
New Year's Day	Wednesday	01/01/25	Holiday A
Martin Luther King Day	Monday	01/20/25	Weekday
President's Day	Monday	02/17/25	Holiday C
Easter	Sunday	04/20/25	Holiday A
Memorial Day	Monday	05/26/25	Holiday A
Independence Day	Friday	07/04/25	Holiday D
Labor Day	Monday	09/01/25	Holiday A
Thanksgiving Day	Thursday	11/27/25	Holiday A
Christmas Day	Thursday	12/25/25	Holiday A

<u>CY 2026 Holidays</u>	<u>Day</u>	<u>Date</u>	<u>Service Operated</u>
New Year's Day	Thursday	01/01/26	Holiday A
Martin Luther King Day	Monday	01/19/26	Weekday
President's Day	Monday	02/16/26	Holiday C
Easter	Sunday	04/05/26	Holiday A
Memorial Day	Monday	05/25/26	Holiday A
Independence Day Observed	Friday	07/03/26	Holiday B
Independence Day	Saturday	07/04/26	Holiday D
Labor Day	Monday	09/07/26	Holiday A
Thanksgiving Day	Thursday	11/26/26	Holiday A
Christmas Day	Friday	12/25/26	Holiday A

<u>CY 2027 Holidays</u>	<u>Day</u>	<u>Date</u>	<u>Service Operated</u>
New Year's Day	Friday	01/01/27	Holiday A
Martin Luther King Day	Monday	01/18/27	Weekday
President's Day	Monday	02/15/27	Holiday C
Easter	Sunday	03/28/27	Holiday A
Memorial Day	Monday	05/31/27	Holiday A
Independence Day	Sunday	07/04/27	Holiday D
Independence Day Observed	Monday	07/05/27	Holiday B
Labor Day	Monday	09/06/27	Holiday A
Thanksgiving Day	Thursday	11/25/27	Holiday A
Christmas Day Observed	Friday	12/24/27	Holiday B
Christmas Day	Saturday	12/25/27	Holiday A
New Year's Day Observed	Friday	12/31/27	Holiday B

<u>CY 2028 Holidays</u>	<u>Day</u>	<u>Date</u>	<u>Service Operated</u>
New Year's Day	Saturday	01/01/28	Holiday A
Martin Luther King Day	Monday	01/17/28	Weekday
President's Day	Monday	02/21/28	Holiday C
Easter	Sunday	04/16/28	Holiday A
Memorial Day	Monday	05/29/28	Holiday A
Independence Day	Tuesday	07/04/28	Holiday D
Labor Day	Monday	09/04/28	Holiday A
Thanksgiving Day	Thursday	11/23/28	Holiday A
Christmas Day	Monday	12/25/28	Holiday A

<u>CY 2029 Holidays</u>	<u>Day</u>	<u>Date</u>	<u>Service Operated</u>
New Year's Day	Monday	01/01/29	Holiday A
Martin Luther King Day	Monday	01/15/29	Weekday
President's Day	Monday	02/19/29	Holiday C
Easter	Sunday	04/01/29	Holiday A
Memorial Day	Monday	05/28/29	Holiday A

NORTH HUDSON LOCAL BUS SERVICE

Holiday Service Guide

HOLIDAY		22 North Bergen Union City Hoboken	23 North Bergen Weehawken Port Imperial Hoboken	86 Union City Jersey City Newport Mall	89 North Bergen Hoboken
New Year's Day	A	Sunday	No Service	Sunday	Sunday
New Year's Day Observed **	B	Saturday	Weekday	Saturday	Saturday
Martin Luther King, Jr. Day		Weekday	Weekday	Weekday	Weekday
Lincoln's Birthday *		Weekday	Weekday	Weekday	Weekday
President's Day	C	Saturday	No Service	Weekday	Weekday
Good Friday		Weekday	Weekday	Weekday	Weekday
Easter	A	Sunday	No Service	Sunday	Sunday
Memorial Day	A	Sunday	No Service	Sunday	Sunday
Independence Day	D	Sunday	No Service	Saturday	Saturday
Independence Day Observed **	B	Saturday	Weekday	Saturday	Saturday
Labor Day	A	Sunday	No Service	Sunday	Sunday
Columbus Day		Weekday	Weekday	Weekday	Weekday
Election Day		Weekday	Weekday	Weekday	Weekday
Veterans Day *		Weekday	Weekday	Weekday	Weekday
Thanksgiving Day	A	Sunday	No Service	Sunday	Sunday
Friday after Thanksgiving		Weekday	Weekday	Weekday	Weekday
Christmas Eve ***		Weekday	Weekday	Weekday	Weekday
Christmas Day	A	Sunday	No Service	Sunday	Sunday
Christmas Day Observed **	B	Saturday	Weekday	Saturday	Saturday
New Year's Eve ***		Weekday	Weekday	Weekday	Weekday

* When this holiday falls on a Saturday, a Saturday schedule is operated.

* When this holiday falls on a Sunday, a Sunday schedule is operated.

** When Independence Day, Christmas Day & New Year's Day fall on a Saturday, a Saturday schedule is operated on the Friday before.

** When Independence Day, Christmas Day & New Year's Day fall on a Sunday, a Saturday schedule is operated on the Monday after.

*** When this holiday falls on a Friday, a Saturday schedule is operated.

*** When this holiday falls on a Saturday, a Saturday schedule is operated.

*** When this holiday falls on a Sunday, a Sunday schedule is operated.

	<u>22</u>	<u>23</u>	<u>86</u>	<u>89</u>
Holiday "A" Schedule	Sunday	No Service	Sunday	Sunday
Holiday "B" Schedule	Saturday	Weekday	Saturday	Saturday
Holiday "C" Schedule	Saturday	Weekday	Weekday	Weekday
Holiday "D" Schedule	Sunday	No Service	Saturday	Saturday

Updated: April 3, 2021

NORTH HUDSON LOCAL BUS SERVICE

Holiday Service Guide

HOLIDAY		22 North Bergen Union City Hoboken	23 North Bergen Weehawken Port Imperial Hoboken	86 Union City Jersey City Newport Mall	89 North Bergen Hoboken
New Year's Day	A	Sunday	No Service	Sunday	Sunday
New Year's Day Observed **	B	Saturday	Weekday	Saturday	Saturday
Martin Luther King, Jr. Day		Weekday	Weekday	Weekday	Weekday
Lincoln's Birthday *		Weekday	Weekday	Weekday	Weekday
President's Day	C	Saturday	No Service	Weekday	Weekday
Good Friday		Weekday	Weekday	Weekday	Weekday
Easter	A	Sunday	No Service	Sunday	Sunday
Memorial Day	A	Sunday	No Service	Sunday	Sunday
Independence Day	D	Sunday	No Service	Saturday	Saturday
Independence Day Observed **	B	Saturday	Weekday	Saturday	Saturday
Labor Day	A	Sunday	No Service	Sunday	Sunday
Columbus Day		Weekday	Weekday	Weekday	Weekday
Election Day		Weekday	Weekday	Weekday	Weekday
Veterans Day *		Weekday	Weekday	Weekday	Weekday
Thanksgiving Day	A	Sunday	No Service	Sunday	Sunday
Friday after Thanksgiving		Weekday	Weekday	Weekday	Weekday
Christmas Eve ***		Weekday	Weekday	Weekday	Weekday
Christmas Day	A	Sunday	No Service	Sunday	Sunday
Christmas Day Observed **	B	Saturday	Weekday	Saturday	Saturday
New Year's Eve ***		Weekday	Weekday	Weekday	Weekday

* When this holiday falls on a Saturday, a Saturday schedule is operated.

* When this holiday falls on a Sunday, a Sunday schedule is operated.

** When Independence Day, Christmas Day & New Year's Day fall on a Saturday, a Saturday schedule is operated on the Friday before.

** When Independence Day, Christmas Day & New Year's Day fall on a Sunday, a Saturday schedule is operated on the Monday after.

*** When this holiday falls on a Friday, a Saturday schedule is operated.

*** When this holiday falls on a Saturday, a Saturday schedule is operated.

*** When this holiday falls on a Sunday, a Sunday schedule is operated.

	<u>22</u>	<u>23</u>	<u>86</u>	<u>89</u>
Holiday "A" Schedule	Sunday	No Service	Sunday	Sunday
Holiday "B" Schedule	Saturday	Weekday	Saturday	Saturday
Holiday "C" Schedule	Saturday	Weekday	Weekday	Weekday
Holiday "D" Schedule	Sunday	No Service	Saturday	Saturday

Updated: April 3, 2021

NEW JERSEY TRANSIT REQUEST FOR PROPOSAL

NO. 21-048A/B

**HUDSON COUNTY LOCAL BUS SERVICE
AND/OR
NORTH HUDSON LOCAL BUS SERVICE**

EXHIBIT D

**CUSTOMER SERVICE GUIDELINES
HUDSON COUNTY LOCAL BUS SERVICE**

2	Jersey City / Journal Square / Secaucus
84	North Bergen / Jersey City / Secaucus
88	North Bergen / Jersey City / Secaucus

NORTH HUDSON LOCAL BUS SERVICE

22	North Bergen / Union City / Hoboken
23	North Bergen / Weehawken – Port Imperial / Hoboken
86	Union City / Jersey City / Newport Mall
89	North Bergen / Hoboken

EXHIBIT D

CUSTOMER SERVICE GUIDELINES

- Carrier will provide schedule, route, and tariff information to all incoming callers during hours of operation.
- Carrier will mail schedules upon written or verbal request.
- Carrier will display schedules on all buses.
- Carrier will report detours or route changes immediately to NJ TRANSIT's Information Center between the hours of 6:00 AM and 12:00 midnight, daily.
- Carrier must ensure wheelchair lift and all ADA related devices are in proper working order.
- Carrier will ensure drivers properly log-in to the on-board vehicle service information system to provide customers with automated ADA compliant stop announcements.
- Carrier will establish lost and found number and maintain active records.
- Carrier will record complaints (by category), comments, and commendations and forward copies to Customer Service Department for review.
- Carrier will investigate and resolve customer concerns within five (5) business days.
- Carrier will respond directly to all incoming correspondence within seven (7) to ten (10) business days and forward copy to Customer Service Department.
- Carrier receiving customer complaints from NJ TRANSIT's Customer Service Department will investigate and respond within five (5) business days.
- Carrier will participate in Customer Service Forums as requested by the Customer Service Department.

**NEW JERSEY TRANSIT REQUEST FOR PROPOSAL
NO. 21-048A HUDSON COUNTY LOCAL BUS SERVICE**

EXHIBIT E-1

NJ TRANSIT OWNED REVENUE VEHICLES

2	Jersey City / Journal Square / Secaucus
84	North Bergen / Jersey City / Secaucus
88	North Bergen / Jersey City / Secaucus

**NEW JERSEY TRANSIT REQUEST FOR PROPOSAL
NO. 21-048A HUDSON COUNTY LOCAL BUS SERVICE
EXHIBIT E-1
NJ TRANSIT OWNED REVENUE VEHICLES**

Vehicle No	Plate	Year	Vin #	Class	NJMVC #
6017	OYA4309	2012	1N9416058CA140017	NABI 416.05	57617
6018	OYA4310	2012	1N941605XCA140018	NABI 416.05	57618
6019	OYA4319	2012	1N9416051CA140019	NABI 416.05	57619
6020	OYA4311	2012	1N9416058CA140020	NABI 416.05	57620
6021	OYA4312	2012	1N941605XCA140021	NABI 416.05	57621
6022	OYA4313	2012	1N9416051CA140022	NABI 416.05	57622
6023	OYA4318	2012	1N9416053CA140023	NABI 416.05	57623
6024	OYA4317	2012	1N9416055CA140024	NABI 416.05	57624
6025	OYA4316	2012	1N9416057CA140025	NABI 416.05	57625
6026	OYA4315	2012	1N9416059CA140026	NABI 416.05	57626
6027	OYA4314	2012	1N9416050CA140027	NABI 416.05	57627
6028	OYA4336	2012	1N9416052CA140028	NABI 416.05	57628
6029	OYA4337	2012	1N9416054CA140029	NABI 416.05	57629
6030	OYA4338	2012	1N9416050CA140030	NABI 416.05	57630
6031	OYA4339	2012	1N9416052CA140031	NABI 416.05	57631
6032	OYA4340	2012	1N9416054CA140032	NABI 416.05	57632
6033	OYA4341	2012	1N9416056CA140033	NABI 416.05	57633
6034	OYA4320	2012	1N9416058CA140034	NABI 416.05	57634
6035	OYA4321	2012	1N941605XCA140035	NABI 416.05	57635
6036	OYA4322	2012	1N9416051CA140036	NABI 416.05	57636
6037	OYA4348	2012	1N9416053CA140037	NABI 416.05	57637
6038	OYA4349	2012	1N9416055CA140038	NABI 416.05	57638
6039	OYA4350	2012	1N9416057CA140039	NABI 416.05	57639
6040	OYA4363	2012	1N9416053CA140040	NABI 416.05	57640
6041	OYA4364	2012	1N9416055CA140041	NABI 416.05	57641
6042	OYA4365	2012	1N9416057CA140042	NABI 416.05	57642
6043	OYA4366	2012	1N9416059CA140043	NABI 416.05	57643
6044	OYA4367	2012	1N9416050CA140044	NABI 416.05	57644
6045	OYA4368	2012	1N9416052CA140045	NABI 416.05	57645
6046	OYA4369	2012	1N9416054CA140046	NABI 416.05	57646
6047	OYA4370	2012	1N9416056CA140047	NABI 416.05	57647

Vehicle No	Plate	Year	Vin #	Class	NJMVC #
6048	OYA4371	2012	1N9416058CA140048	NABI 416.05	57648
6049	OYA4372	2012	1N941605XCA140049	NABI 416.05	57649
6050	OYA4373	2012	1N9416056CA140050	NABI 416.05	57650
6051	OYA4374	2012	1N9416058CA140051	NABI 416.05	57651
6052	OYA4387	2012	1N941605XCA140052	NABI 416.05	57652

Total: 36 Buses

**NEW JERSEY TRANSIT REQUEST FOR PROPOSAL
NO. 21-048B NORTH HUDSON LOCAL BUS SERVICE**

EXHIBIT E-2

NJ TRANSIT OWNED REVENUE VEHICLES

22	North Bergen / Union City / Hoboken
23	North Bergen / Weehawken – Port Imperial / Hoboken
86	Union City / Jersey City / Newport Mall
89	North Bergen / Hoboken

**NEW JERSEY TRANSIT REQUEST FOR PROPOSAL
NO. 21-048B NORTH HUDSON LOCAL BUS SERVICE
EXHIBIT E-2
NJ TRANSIT OWNED REVENUE VEHICLES**

Vehicle No	Plate	Year	Vin #	Class	NJMVC #
6053	OYA4388	2012	1N9416051CA140053	NABI 416.05	57653
6054	OYA4389	2012	1N9416053CA140054	NABI 416.05	57654
6055	OYA4535	2012	1N9416055CA140055	NABI 416.05	57655
6056	OYA4536	2012	1N9416057CA140056	NABI 416.05	57656
6189	OYA5044	2012	1N9416054CA140189	NABI 416.05	57789
6190	OYA5045	2012	1N9416050CA140190	NABI 416.05	57790
6191	OYA5046	2012	1N9416052CA140191	NABI 416.05	57791
6192	OYA5047	2012	1N9416054CA140192	NABI 416.05	57792
6193	OYA5052	2012	1N9416056CA140193	NABI 416.05	57793
6194	OYA5053	2012	1N9416058CA140194	NABI 416.05	57794
6195	OYA5049	2012	1N941605XCA140195	NABI 416.05	57795
6196	OYA5050	2012	1N9416051CA140196	NABI 416.05	57796
6197	OYA5054	2012	1N9416053CA140197	NABI 416.05	57797
6198	OYA5051	2012	1N9416055CA140198	NABI 416.05	57798
6199	OYA5055	2012	1N9416057CA140199	NABI 416.05	57799
6200	OYA5056	2012	1N941605XCA140200	NABI 416.05	57800
6201	OYA5058	2012	1N9416051CA140201	NABI 416.05	57801
6202	OYA5059	2012	1N9416053CA140202	NABI 416.05	57802
6203	OYA5057	2012	1N9416055CA140203	NABI 416.05	57803
6204	OYA5060	2012	1N9416057CA140204	NABI 416.05	57804
6205	OYA5064	2012	1N9416059CA140205	NABI 416.05	57805

Total: 21 Buses

NEW JERSEY TRANSIT REQUEST FOR PROPOSAL

NO. 21-048A/B

**HUDSON COUNTY LOCAL BUS SERVICE
AND
NORTH HUDSON LOCAL BUS SERVICE**

EXHIBIT F

TARIFF TABLES / FARES

HUDSON COUNTY LOCAL BUS SERVICE

2	Jersey City / Journal Square / Secaucus
84	North Bergen / Jersey City / Secaucus
88	North Bergen / Jersey City / Secaucus

NORTH HUDSON LOCAL BUS SERVICE

22	North Bergen / Union City / Hoboken
23	North Bergen / Weehawken – Port Imperial / Hoboken
86	Union City / Jersey City / Newport Mall
89	North Bergen / Hoboken

NEW JERSEY TRANSIT

Bus Operations Inc.

PASSENGER TARIFF

**INCLUDING FARE RATES, RULES AND REGULATIONS
FOR THE TRANSPORTATION OF PASSENGERS
WITHIN THE STATE OF NEW JERSEY AND
BETWEEN POINTS IN THE STATES OF
NEW JERSEY, NEW YORK, AND PENNSYLVANIA**

INTERSTATE AND INTRASTATE FARE RATES

Effective October 1, 2015

**One Penn Plaza East
Newark, New Jersey 07105**

October 1, 2015

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I. Application of Fare Rates

Fare Rates herein published

- A. are stated in dollars and cents and are payable in lawful currency of the United States of America
- B. apply only for the transportation of persons
- C. are full one way fare rates, unless otherwise indicated
- D. are governed by rules and regulations herein published and may not be changed except by a revision of this tariff.

II. Senior Citizen and Passengers with Disabilities Fare Rates

- A. **General:** The legislature of New Jersey has provided for the transportation of senior citizens and passengers with disabilities on regular route transportation services at no more than one half of the regular route one-way adult fare rates for the same trips, subject to certain limitations.
- B. Senior Citizens are defined as any individual, regardless of residence, 62 years of age or over. Reduced fares are available for Senior Citizens age 62 and over at all times without restriction upon presentation of either a valid NJ TRANSIT Reduced Fare I.D. authorizing unrestricted use, or a Medicare Card issued by either the U.S. Social Security Administration or the Railroad Retirement Board. As per TB04-73, dated December 2004, bus operators may use their discretion in asking passengers to display ID. Other acceptable forms of ID are listed in TB04-73.
- C. Passengers with Disabilities are defined as any individual, regardless of residence, who by reason of illness, injury, congenital malfunction or other permanent or temporary incapacity or disability is unable, without special facilities or special planning or design to utilize mass transportation facilities and services as effectively as persons who are not so afflicted. Reduced Fares are available for passengers with disabilities at all times without restriction upon presentation of either a valid NJ TRANSIT Reduced Fare card authorizing unrestricted use, or a Medicare Card issued by either the U.S. Social Security Administration or the Railroad Retirement Board.
- D. To obtain a Reduced Fare I.D. or Reduced Fare Card: Senior Citizens may obtain applications for an NJ TRANSIT Reduced Fare Card or Reduced Fare I.D. at many banks, Savings & Loans, or any County Office on Aging. Passengers with Disabilities may request an application by writing to Reduced Fare Program, One Penn Plaza East, Newark, NJ 07105. The application for a passenger with disabilities is to be completed by the applicant and a physician.

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- E. Guide Transportation for the Disabled: When a passenger with a disability requires the services of a Guide to ride on regularly scheduled bus service, the accompanying guide will be allowed free transportation provided the passenger with a disability pays the appropriate fare and presents an NJ TRANSIT Reduced Fare I.D. displaying the word "Guide" on the face of the card. Application for a Guide Pass may be obtained by writing to Reduced Fare Program, One Penn Plaza East, Newark, NJ 07105.
- F. A service animal accompanying a passenger with a disability will be transported free of charge. No proof of service animal status is required. See Rule 17 Animals for definitions.

III. Child Fare Rates

- A. Up to three children age 4 and under may ride free when accompanied by a fare-paying passenger
- B. Children age 5 through 11 may pay a Child Fare.
- C. Family Fare Exception: On weekends and select State holidays, beginning 7:00 p.m. on Friday until 6:00 a.m. on Monday or the day following the State holiday, two children age 5 through 11 may ride free when accompanied by a fare-paying passenger. Additional children age 5 through 11 may pay a Child Fare.
- D. The Family Fare privilege is not available on some lines. Refer to the individual Line Rate Schedules for line-specific Family Fare restrictions.
- E. The Family Fare privilege is offered in addition to Rule 3, Paragraph A, above, allowing free transportation to three children Age 4 and under when accompanied by a fare-paying passenger.

IV. Monthly Bus Passes

The NJ TRANSIT Monthly Bus Pass is accepted for transportation for the period, beginning on the first day of the calendar month and expiring on the last day of the calendar month printed on the face of the pass, up to the number of zones printed on the face of the pass. A passenger wishing to ride beyond the printed zone value may do so upon paying the appropriate over-ride for each additional zone traveled on the bus. A passenger may not reuse a monthly bus pass to extend his trip by alighting and reboarding the same trip.

- A. The Intrastate Monthly Bus Pass is valid for rides within the State of New Jersey only, on any NJ TRANSIT operated or contracted bus line, and any

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intrastate line operated by a private carrier participating in NJ TRANSIT's bus card acceptance program. It may not be used with any combination of additional fares for any interstate or intra-commuter bus trip, except that on the No. 120 Line only, a passenger presenting a 2 zone Intrastate Bus Pass may over-ride to New York City upon paying an additional \$1.90 at time of boarding. See charts on page 16 and 19 for Intrastate Monthly Bus Pass fare rates, over-ride rates, and zone availability.

- B. The Interstate Monthly Bus Pass is valid for rides between New Jersey and adjoining states. It is also accepted for intrastate or intra-commuter rides up to the number of zones printed on the face of the pass. See charts on pages 15 and 18 for Interstate Monthly Bus Pass fare rates, over-ride rates, and zone availability.
- C. The Intra-Commuter Monthly Bus Pass is valid for rides between points in zones 2-4 (Weehawken-Jersey City-Newark) and points in zones 9-18, along the Rt. 9 and Rt. 18 corridors. It is also accepted for intrastate rides up to the number of zones printed on the face of the pass. See for Intra-Commuter Monthly Pass fare rates, over-ride rates, and zone availability. Passengers riding to New York along the Rt. 9 and Rt. 18 corridors may utilize their intra-commuter pass as follows:
 - 1. Passengers that over-ride from Newark to New York shall be charges \$4.90.
 - 2. Passengers that over-ride from Jersey City to New York shall be charges \$3.60.
- D. NJ TRANSIT Monthly Bus Passes are not accepted on selected bus lines, or on select portions of specific bus lines, subject to specific circumstances. Refer to individual Line Rate Schedules for line-specific restrictions on Monthly Bus Pass use.

V. Rail Monthly and Weekly Passes

- A. Rail Monthly and Weekly Passes are printed with a Bus Interstate Zone equivalency on the face of the pass. This zone value entitles the bearer to ride any NJ TRANSIT Interstate, Intrastate, or IntraCommuter Bus service up to the number of zones printed on the face of the Rail Pass, at no extra fare.
- B. Passengers wishing to travel beyond the number of Bus Zones printed on the face of the Rail Pass may do so upon paying the standard over-ride (either Interstate, Intrastate, or IntraCommuter) for each additional zone traveled.

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- C. NJ TRANSIT Rail Monthly Passes are accepted for transportation for the period, beginning on the first day of the calendar month and expiring on the last day of the calendar month printed on the face of the pass.
- D. NJ TRANSIT Rail Weekly Passes are accepted for transportation for the calendar week for which they were sold, beginning on Saturday at 12 AM through the following Saturday at 6 AM.

VI. Joint Monthly Passes

- A. Joint Intrastate Bus/NY Waterways Ferry Monthly Pass: Passengers may purchase a joint monthly pass valid for intrastate transportation on NJ TRANSIT's Nos 156, 158, 159, or 188 lines up to the number of zones printed on the face of the pass, and for transportation on the New York Waterways Ferry identified on the face of the pass.
- B. Passengers presenting a NJ TRANSIT Hudson-Bergen Light Rail (HBLR) Monthly Pass shall be accepted for transportation for one intrastate zone on any NJ TRANSIT operated or contracted bus line, or any intrastate line operated by a private carrier participating in NJ TRANSIT's bus card acceptance program, at no additional fare. Passengers wishing to travel beyond the printed zone value may do so upon paying the appropriate intrastate over-ride for each additional zone.
- C. Joint monthly passes are subject to all other rules applying to standard monthly passes as printed in Rule 4 Monthly Bus Passes above.

VII. Tickets

NJ TRANSIT Bus Tickets are valid for transportation up to the number of zones printed on the face of the ticket, for the type of service (intrastate, interstate, etc.) printed on the ticket. Passengers wishing to ride beyond the printed zone value may do so upon paying the appropriate over-ride for each additional zone traveled on the bus, except that no over-rides are permitted on RTX tickets.

- A. One Way (OW) tickets are available in Adult, Senior Citizen/Passenger with Disability, and Child fare rates and are valid from date of sale until used
- B. Discounted Ten-trip (10T) commutation ticket packages (ten individual tickets) are available in Adult fare rates only and are valid for twenty days from and including date of sale.
- C. Round trip adult (RT) and round trip child (RTC) ticket packages (two individual tickets), with or without discount, are valid from date of sale

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until used. No Round Trip discounts are available for Senior Citizens/Passengers with Disabilities;

- D. Round Trip Excursion (RTX) ticket packages (two individual tickets) are available in Adult fare rates only, are restricted to use on the 319 and 551 lines for transportation to Atlantic City only, and are valid for ten days from and including date of sale.
- E. Refer to fare charts for ticket types, fare rates, over-ride rates, and zone availability.

VIII. Continuing Trip Tickets

A limited NJ TRANSIT Continuing Trip (CT) privilege allows passengers to interchange between specified connecting bus lines, at specified points, by paying the entire fare of the linked trip at time of boarding the first vehicle. No additional fare is required at time of boarding the second vehicle. CT tickets may be obtained at time of boarding the first vehicle only, by passengers paying cash or presenting valid One-Way or Ten-Trip tickets only. CT tickets expire two hours from time of sale. Passengers presenting CT tickets on eligible lines at appropriate locations will be transported up to the zone designation printed on the CT ticket. Passengers wishing to travel beyond the printed zone designation may do so upon paying the appropriate over-ride for each additional zone. Refer to individual Line Rate Schedules for Continuing Trip privilege availability and restrictions.

IX. Transfer Privileges (Intrastate Only)

- A. Passengers requiring two buses to reach their final intrastate destination may purchase a Transfer, upon boarding the first vehicle, for **\$.75** in Northern Division and **\$.70** in Southern Division. Passengers traveling more than one zone on the second bus must pay an over-ride equal to the difference between the full cash fare to their destination and **\$1.60**.
- B. Transfers may only be purchased in combination with cash fares, One Way or Continuing Trip tickets. Passengers presenting a 10-Trip or Round Trip ticket are not entitled to purchase a transfer. Transfers expire two hours from time of sale. Pre-printed Adult, Senior Disabled, and Child's fare "Ticket with Transfer" are available at select locations; a passenger presenting a valid "ticket with transfer" at time of boarding the first bus shall be issued a transfer at no additional fare.
- C. Transfers are available for eligible Senior Citizens/Passengers with Disabilities (see Rule 2), for **\$.35** in Northern Division and **\$.30** in Southern Division. Senior Citizens/Passengers with Disabilities traveling

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more than one zone on the second bus must pay an over-ride equal to the difference between the Senior/Disabled cash fare to their destination and **\$.75**.

- D. Transfers are available for eligible Children age 5-11 (see Rule 3), for **\$.35** in Northern Division and **\$.30** in Southern Division. Eligible children traveling more than one zone on the second bus must pay an over-ride equal to the difference between the Child's cash fare to their destination and **\$.75**.
- E. For Student Transfer privileges, refer to Rule 10 Student Tickets, Paragraph E, below.
- F. Transfers will not be issued or accepted for interstate or intra-commuter service. Transfer issuance and acceptance may also be restricted on select intrastate lines or select portions of select intrastate lines. Refer to individual Line Rate Schedules for line-specific restrictions on Transfer use.

X. Student Tickets (Intrastate Only)

- A. Student Tickets are valid, for intrastate transportation only. Student Ticket use is restricted to New Jersey students attending New Jersey public or parochial elementary schools, including high schools, licensed or approved by the State Board of Education.
- B. Student Tickets, in ten-ticket packages in the denominations indicated on the fare charts, are available for purchase at major terminals, at most NJ TRANSIT garage locations, and at many commissioned ticket agent locations. Student tickets will also be sold to Boards of Education and other appropriate school authorities upon application to the company.
- C. Student tickets may be purchased only upon presentation of NJ TRANSIT Student Identification Cards, properly completed by appropriate school authorities who qualify under the provisions of paragraph A above. Individual sales of student tickets will be limited to no more than six packages of ten tickets each.
- D. Students presenting student tickets for transportation must present a properly completed NJ TRANSIT Student Identification Card for examination by operators or other Company representatives upon request.
- E. Eligible Students presenting valid student tickets for transportation and requiring two buses to reach their final destination may purchase a

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Student Transfer, upon boarding the first vehicle, for **\$.45**. Eligible students presenting a valid "Student ticket with Transfer" at time of boarding the first bus shall be issued a Student Transfer at no additional fare. Students traveling more than one zone on the second bus shall pay the appropriate over-ride (**\$.80** in Northern Division, **\$.70** in Southern Division) for each additional zone traveled.

- F. Student tickets and student transfers are not valid for transportation in interstate or intra-commuter service, or for transportation on select intrastate bus lines, or select portions of select intrastate bus lines. Refer to individual Line Rate Schedules for line-specific restrictions on Student Ticket acceptance.

XI. Other Tickets

Courtesy Tickets, Promotional Transportation Tickets, and Joint Entertainment Package Tickets issued by NJ TRANSIT are valid for transportation as follows:

- A. Courtesy tickets are not printed with any zone or dollar value and are good until used, for any intrastate, interstate, or intra-commuter trip. Passengers presenting courtesy tickets and requesting either transfers or continuing trip tickets, where authorized, shall be issued one at no additional fare.
- B. Ozone Tickets are not printed with any zone or dollar value and are good between the dates listed on the back of the ticket, for any intrastate, interstate, or intra-commuter trip. Passengers presenting courtesy tickets and requesting either transfers or continuing trip tickets, where authorized, shall be issued one at no additional fare.
- C. Promotional Transportation tickets are distributed free of charge and may or may not be printed with any zone value or expiration date. If no zone value is printed on the ticket, the ticket shall be considered valid for any ride requested. Passengers presenting promotional transportation tickets and requesting either transfers or continuing trip tickets on bus lines where such privileges are authorized, shall be issued one at no additional fare.
- D. Joint Entertainment Package tickets are sold in conjunction with an entertainment event, printed with the name of the event and/or the event location (for example Radio City Music Hall or Madison Square Garden), and the event date. These tickets are not collected by the operator. These tickets are valid for multiple rides of any zone value on any NJ TRANSIT Bus for the day of the program printed on the face of the ticket until 3:00 am on the following day.

XII. Free or Reduced Fare Transportation

- A. Police Officers, in uniform, and firemen in uniform, are permitted to ride any NJ TRANSIT bus without fare.
- B. Letter carriers, with pouch, are permitted to ride any NJ TRANSIT bus within the cities of Trenton, Newark, and Hoboken only, without fare.
- C. Employees and Retirees of NJ TRANSIT presenting approved passes, and other bearers of NJ TRANSIT non-revenue passes, are permitted to ride NJ TRANSIT at no charge.
- D. Military Personnel and their Dependents may ride at the reduced fare (Senior Citizen) rate upon showing their military or Dependent ID cards.

XIII. Proof-of-Payment

The Newark City Subway operates as a Proof-of-Payment fare collection system. Pursuant to N.J.A.C 16:87, the use of light rail passenger service shall constitute an agreement by that person to pay the prescribed fare for the service. A person who has paid the prescribed fare and who has been issued proof of payment thereof shall retain that proof of payment while in a pre-paid fare area or on designated light rail passenger facilities or vehicles. In addition, single-use tickets must be properly validated in order to constitute proof of payment. Single-use tickets which have not been validated or which have time-expired do not constitute proof of payment.

- A. **Inspection of Fares**
Fare Enforcement Officers are employees of NJ TRANSIT, appointed pursuant to section 7 of NJSA 27:25-5.12, authorized to enforce the provisions of the act by requesting and inspecting proof of payment of the prescribed fare from persons using the light rail passenger service when proof of payment is required, and by issuing a complaint and summons to any person for a violation of the provisions of the act, regardless of whether this service is operated by the corporation or by a public or private entity under contract to NJ TRANSIT.
- B. **Violations**
It shall be a violation of the Act for any person to use or attempt to use light rail passenger service or enter into a pre-paid fare area and fail to exhibit proof of fare payment upon request. A violation of the Act shall be punishable by a civil penalty not exceeding \$100.00, in addition to court costs.

C. **Pre-paid Fare Areas**

Platform areas or portions of platform areas may be designated as pre-paid fare areas. Persons approaching an area so designated must possess proof of payment including proper validation of single-use tickets before entering the area. Failure to exhibit proper proof of fare payment shall constitute a violation of the act.

D. **Validation of Tickets**

Passengers utilizing any single-use ticket for light rail transportation must electronically time and date-stamp their ticket through insertion into an appropriately designated machine. Single-use tickets include any one-way full fare, one-way senior citizen/passenger with disabilities fare, one-way child fare, individual 10-trip coupon, and individual student fare coupon. Validated tickets may be exhibited for transportation up to the expiration time and date printed by the validating machine on the face of the ticket, 60 minutes from time of insertion. Monthly passes and bus-issued transfer or continuing trip ticket receipts do not require validation.

XIV. Refunds

- A. All refund requests must be sent to the Refund Dept., NJ TRANSIT, One Penn Plaza East, Newark, NJ 07105-2246.
- B. One-way, round trip, and round trip excursion tickets, will not be refunded.
- C. Wholly-unused 10-trip ticket packages will be refunded at the purchase price.
- D. Partially used 10-trip packages will have one full one-way fare, by type (Adult, Senior Citizen, Child, or other, as applicable), deducted from the purchase price for each ticket in the package that has been used.
- E. Monthly Bus Passes submitted before the start of the validity period (calendar month) will be refunded at the purchase price.
- F. Monthly Bus Passes submitted after the start of the validity period (calendar month) will have two full one way fares deducted for each business day from the start of the validity period (calendar month) to the date of the refund request.
- G. The date of the refund request will be deemed to be the postmark date on the envelope used to request the refund.
- H. Courtesy tickets will not be refunded and may not be used as a credit towards the purchase of a ticket.

- I. For refunds of purchases made by credit card transaction, the customer will be issued a credit to his/her credit card account. For cash or debit card transactions, the customer will be issued a check.
- J. In the event of a ticket vending machine (TVM) malfunction, the customer should mail the TVM-issued adjustment receipt to the Bus/Light Rail Refund Department for handling. If no adjustment receipt was issued by the malfunctioning TVM, the customer should write a letter identifying the circumstances to the Bus/Light Rail Refund Department for handling.

XV. Lost, Destroyed, or Stolen Tickets and Passes

- A. NJ TRANSIT will not replace lost, stolen or destroyed tickets. A NJ TRANSIT Monthly Bus Pass will be replaced once in a customer's lifetime and only if the criteria in either paragraph B or C of this section are met.
- B. NJ TRANSIT Monthly Bus Passes that have been washed-out, damaged or destroyed in some other way will be replaced if the Pass type, Zone value, and Calendar Month and Year can be determined, and if the Monthly Pass can be verified as not counterfeit.
- C. Stolen NJ TRANSIT Monthly Bus Passes will be replaced if NJ TRANSIT receives a police report for the stolen pass. The police report must be written by the police department within the jurisdiction where the pass was stolen.
- D. Exceptions to this policy may be made with appropriate supervisory approval.

XVI. Luggage

- A. Luggage will not be checked, and NJ TRANSIT is not responsible for articles left behind.
- B. Passengers traveling on NJ TRANSIT buses with under-floor storage may store up to two items of luggage of conventional size. No single piece may exceed 30 pounds. Passengers wishing to load/unload their luggage may do so at terminals and along routes. NJ TRANSIT reserves the right to deny permission to load/unload luggage at any location where it may jeopardize the safety of the passenger, bus operator, or bus.
- C. NJ TRANSIT will not be responsible for damage to luggage placed in under-floor storage.

- D. Passengers traveling on buses without underfloor storage may bring up to two pieces of luggage on board the bus provided the luggage can be fit safely and securely in the overhead parcel racks or on the passengers' lap. Luggage may not block aisles, be placed on empty seats, or cause inconvenience to other passengers.

XVII. Bicycles

- A. Single-seat, two-wheel, non-motorized bicycles may be carried on NJ TRANSIT buses with under-floor storage, and on bike-rack equipped buses, at all times. For buses equipped with bike-racks, no more than two bicycles may be carried at any time. No bicycles will be carried inside the bus. Bicycles with child carrier seats may not be carried on bike racks.
- B. Passengers must load and unload their own bicycles. The bus operator is not permitted to leave the bus to assist loading.
- C. NJ TRANSIT will not be responsible for bicycles which are lost, stolen, or damaged while on the bike rack or in under-floor storage, or for bicycles left behind.

XVIII. Animals

Animals accompanying passengers may be categorized as either "service animals", "service animals in training", or "pets". If the status of the animal is unclear, NJ TRANSIT employees or employees of entities operating buses under contract to NJ TRANSIT may ask the passenger to establish the animal's status. No proof of status is required. If the passenger claims the animal as a service animal or service animal in training, then the "service animal" rules will apply, except that if the animal is considered by NJ TRANSIT employees or employees of entities operating buses under contract to NJ TRANSIT to pose a threat to the safety or health of other passengers, the employee may prohibit the animal from entering the vehicle; if the animal exhibits threatening behavior while on the vehicle NJ TRANSIT employees or employees of entities operating buses under contract to NJ TRANSIT may require that its owner or trainer remove the animal from the vehicle.

- A. **Service Animals:** A service animal is any animal trained to perform tasks for the benefit of an individual with a disability. Tasks include, but are not restricted to, pulling a wheelchair, fetching dropped objects, alerting individuals with a hearing impairment or guiding individuals with a visual impairment. Service animals and service animals in training will be transported free of charge, and are not required to wear any special harness or collar. The service animal or service animal in training must lie,

sit, or stand at the feet of its master, if at all possible. The animal must not block the aisle or occupy a seat.

- B. Pets: Dogs, cats, birds, and other animals classified as pets will be transported on NJ TRANSIT Bus when well secured in suitable containers and carried by passengers, provided such container can be safely and securely carried by passengers. Pets may not block aisles, be placed on empty seats, or cause inconvenience to other passengers.

XIX. Objectionable Persons

NJ TRANSIT reserves the right to refuse to transport any person whose conduct is such, or is likely to become such, as to make a person objectionable to other passengers or prospective passengers.

For Rules and Regulations regarding Student Ticket use and acceptance, refer to Rule 10.

STUDENT FARES Northern Division

Zones	For Ride on Bus			For Ride including Transfer Privilege	
	Comparable one-way full cash fare	Value of individual student ticket	Rate per student ticket strip	Value of individual student ticket	Rate per student ticket strip
	1	\$1.60	\$1.100	\$11.00	\$1.550
2	\$2.55	1.700	17.00	2.150	21.50
3	\$3.15	2.150	21.50	x	x
4	\$3.80	2.575	25.75	x	x

Northern Division Student Over-ride rate: **\$0.80** Per Additional Zone

STUDENT FARES Southern Division

Zones	For Ride on Bus			For Ride including Transfer Privilege	
	Comparable one-way full cash fare	Value of individual student ticket	Rate per student ticket strip	Value of individual student ticket	Rate per student ticket strip
	1	\$1.60	\$1.100	\$11.00	1.550
2	\$2.25	1.575	15.75	2.025	20.25
3	\$2.75	1.875	18.75	x	x
4	\$3.35	2.275	22.75	x	x

Southern Division Student Over-ride rate: **\$0.70** Per Additional Zone

Northern - Interstate Fare Chart

Zone No.	Adult Fares		Sr/Disabled	Child	Commuter Fares	
	One	Round	& Child	Round	10-Trip	Monthly
	Way	Trip	One Way	Trip	Discount	Pass
1	\$1.85	None	\$0.85	None	None	None
2	\$3.50	None	\$1.55	None	\$29.50	\$107.00
3	\$4.50	None	\$2.05	None	\$42.50	\$148.00
4	\$6.00	None	\$2.70	None	\$51.00	\$167.00
5	\$7.00	None	\$3.20	None	\$60.50	\$199.00
6	\$8.00	None	\$3.80	None	\$70.00	\$235.00
7	\$9.75	None	\$4.35	None	\$83.50	\$251.00
8	\$10.75	None	\$4.90	None	\$92.50	\$267.00
9	\$12.00	None	\$5.45	None	\$102.00	\$282.00
10	\$13.00	None	\$6.00	None	\$111.00	\$303.00
11	\$13.75	None	\$6.25	None	\$118.50	\$326.00
12	\$15.00	None	\$6.80	None	\$127.50	\$353.00
13	\$16.00	None	\$7.10	None	\$137.00	\$377.00
14	\$16.50	None	\$7.35	None	\$141.00	\$399.00
15	\$18.00	None	\$8.20	None	\$153.00	\$421.00
16	\$19.00	None	\$8.70	None	\$162.50	\$448.00
17	\$19.75	None	\$9.00	None	\$169.00	\$470.00
18	\$21.25	None	\$9.55	None	\$181.00	\$496.00
19	\$21.75	None	\$9.80	None	\$185.50	\$496.00
20	\$22.75	None	\$10.35	None	\$194.50	\$496.00
21	\$24.00	None	\$10.90	None	\$204.00	\$496.00
22	\$25.25	None	\$11.45	None	\$215.50	\$496.00
23	\$25.75	None	\$11.70	None	\$220.00	\$496.00
24	\$30.75	\$55.00	\$13.90	\$25.00	None	None
25	\$32.50	\$58.00	\$14.70	\$26.00	None	None
26	\$33.50	\$60.00	\$15.00	\$27.00	None	None
27	\$34.00	\$61.00	\$15.25	\$27.50	None	None
28	\$35.25	\$64.00	\$15.80	\$29.00	None	None
29	\$36.50	\$65.00	\$16.35	\$29.50	None	None
30	\$38.00	\$66.00	\$17.15	\$30.00	None	None
31	\$39.00	\$70.00	\$17.45	\$31.50	None	None
32	\$40.25	\$72.00	\$18.25	\$32.00	None	None
33	\$41.25	\$74.00	\$18.55	\$33.00	None	None
34	\$42.25	\$76.00	\$19.10	\$34.00	None	None
35	\$43.50	\$79.00	\$19.60	\$36.00	None	None
36	\$45.00	\$80.00	\$20.15	\$36.50	None	None
37	\$46.00	\$82.00	\$20.70	\$37.00	None	None
38	\$47.25	\$86.00	\$21.25	\$38.50	None	None
39	\$48.50	\$87.00	\$21.80	\$39.00	None	None

Northern Interstate Over-ride Rates:

Adult full-fare: **\$1.35** Per Additional Zone
 Senior Disabled & Child : **\$0.65** Per Additional Zone

Northern - Intrastate Fare Chart

Zone No.	Adult One	Sr/Disabled & Child	Commuter Fares	
	One Way	One Way	10-Trip Discount	Monthly Pass
1	\$1.60	\$0.75	None	\$59.00
2	\$2.55	\$1.10	None	\$78.00
3	\$3.15	\$1.40	\$27.00	\$93.00
4	\$3.80	\$1.75	\$33.50	\$100.00
5	\$4.15	\$1.85	\$38.00	\$110.00
6	\$4.80	\$2.15	\$42.50	\$124.00
7	\$5.25	\$2.40	\$48.00	\$138.00
8	\$5.80	\$2.60	\$51.50	\$153.00
9	\$6.20	\$2.80	\$57.00	\$165.00
10	\$6.75	\$3.05	\$60.50	\$179.00
11	\$7.25	\$3.25	\$66.00	\$191.00
12	\$7.75	\$3.50	\$68.00	\$204.00
13	\$8.30	\$3.75	\$74.00	\$218.00
14	\$8.85	\$3.95	\$79.00	\$234.00
15	\$9.20	\$4.15	\$84.00	\$244.00
16	\$9.75	\$4.40	\$88.50	\$261.00
17	\$10.25	\$4.65	\$93.00	\$271.00
18	\$10.75	\$4.85	\$97.00	\$286.00
19	\$11.35	\$5.10	\$101.50	None
20	\$11.75	\$5.30	\$106.50	None
21	\$12.35	\$5.55	\$111.50	None
22	\$12.80	\$5.80	\$114.50	None
23	\$13.30	\$6.00	\$120.00	None
24	\$13.90	\$6.25	None	None
25	\$14.45	\$6.55	None	None
26	\$14.80	\$6.65	None	None
27	\$15.35	\$6.90	None	None
28	\$15.80	\$7.15	None	None
29	\$16.40	\$7.35	None	None
30	\$16.85	\$7.60	None	None
31	\$17.40	\$7.85	None	None
32	\$17.90	\$8.05	None	None
33	\$18.40	\$8.30	None	None
34	\$18.80	\$8.50	None	None
35	\$19.40	\$8.70	None	None
36	\$19.80	\$8.90	None	None
37	\$20.40	\$9.15	None	None
38	\$20.75	\$9.30	None	None

Northern Intrastate Over-ride Rates:

Adult full-fare: **\$0.90** First zone over-ride, Thereafter **\$0.80** Per Additional Zone
 Senior Disabled & Child : **\$0.35** Per Additional Zone

Northern Intra-Commuter Fare Chart

Weehawk- Hoboken Zone 2 to Zone	Jersey City Zone 3 to Zone	Newark Zone 4 to Zone	Adult Fares		Sr/Disabled & Child One Way	Child Round Trip	Commuter Fares	
			One Way	Round Trip			10-Trip Discount	Monthly Pass
		9	\$7.00	None	\$3.25	None	\$60.50	\$183.00
	9	10	\$7.75	None	\$3.55	None	\$67.00	\$210.00
9	10	11	\$9.00	None	\$4.10	None	\$76.50	\$233.00
10	11	12	\$10.25	None	\$4.65	None	\$88.50	\$259.00
11	12	13	\$10.75	None	\$4.90	None	\$92.50	\$287.00
12	13	14	\$12.00	None	\$5.45	None	\$102.00	\$312.00
13	14	15	\$12.50	None	\$5.70	None	\$107.00	\$336.00
14	15	16	\$13.75	None	\$6.25	None	\$118.50	\$360.00
15	16	17	\$14.75	None	\$6.55	None	\$125.50	\$382.00
16	17	18	\$15.75	None	\$7.10	None	\$134.50	\$404.00
17	18	19	\$16.25	None	\$7.35	None	\$139.00	\$429.00
18	19	20	\$17.50	None	\$7.90	None	\$148.00	\$448.00
19	20	21	\$18.00	None	\$8.20	None	\$153.00	\$448.00
20	21	22	\$18.75	None	\$8.45	None	\$159.50	\$448.00
21	22	23	\$19.75	None	\$9.00	None	\$169.00	\$448.00
22	23	24	\$20.50	None	\$9.25	None	\$174.00	\$448.00
23	24	25	\$25.00	\$44.00	\$11.15	\$20.00	None	None
24	25	26	\$25.75	\$47.00	\$11.70	\$21.00	None	None
25	26	27	\$27.00	\$48.00	\$12.25	\$21.50	None	None
26	27	28	\$28.00	\$50.00	\$12.55	\$22.00	None	None
27	28	29	\$29.00	\$52.00	\$13.10	\$23.50	None	None
28	29	30	\$30.00	\$54.00	\$13.65	\$24.50	None	None
29	30	31	\$30.75	\$55.00	\$13.90	\$25.00	None	None
30	31	32	\$31.50	\$58.00	\$14.15	\$26.00	None	None
31	32	33	\$33.00	\$60.00	\$14.70	\$27.00	None	None
32	33	34	\$33.75	\$61.00	\$15.25	\$27.50	None	None
33	34	35	\$35.00	\$63.00	\$15.80	\$28.00	None	None
34	35	36	\$36.25	\$64.00	\$16.35	\$29.00	None	None
35	36	37	\$36.75	\$65.00	\$16.60	\$29.50	None	None
36	37	38	\$38.00	\$66.00	\$17.15	\$30.00	None	None
37	38	39	\$39.00	\$70.00	\$17.45	\$31.50	None	None
38	39		\$39.50	\$72.00	\$17.70	\$32.00	None	None
39			\$41.00	\$74.00	\$18.55	\$33.00	None	None

Northern Intra-Commuter Over-ride Rates:

Adult full-fare: **\$1.05** Per Additional Zone
 Senior Disabled & Child : **\$0.50** Per Additional Zone

Passengers wishing to ride to New York using their Intra-Commuter pass for Newark may do so upon paying: **\$ 4.90**
 Passengers wishing to ride to New York using their Intra-Commuter pass for Jersey City may do so upon paying: **\$ 3.60**

Southern - Interstate Fare Chart

Zone No.	Adult Fares		Sr/Disabled	Child	Commuter Fares	
	One Way	Round Trip	& Child One Way	Round Trip	10-Trip Discount	Monthly Pass
1	\$1.95	None	\$0.85	None	None	None
2	\$3.05	None	\$1.35	None	\$26.00	\$96.00
3	\$4.25	None	\$1.90	None	\$37.00	\$134.00
4	\$5.35	None	\$2.40	None	\$45.00	\$150.00
5	\$6.30	None	\$2.80	None	\$54.00	\$181.00
6	\$7.50	None	\$3.55	None	\$65.00	\$214.00
7	\$8.25	None	\$3.80	None	\$72.00	\$245.00
8	\$9.75	None	\$4.35	None	\$83.50	\$263.00
9	\$10.75	None	\$4.90	None	\$92.50	\$282.00
10	\$11.75	None	\$5.15	None	\$99.50	\$303.00
11	\$14.50	\$22.00	\$6.55	\$10.00	\$122.50	\$326.00
12	\$15.00	\$27.00	\$6.80	\$12.50	\$127.50	\$353.00
13	\$16.00	\$30.00	\$7.35	\$13.50	\$137.00	\$377.00
14	\$17.50	\$31.00	\$7.90	\$14.00	\$148.00	\$399.00
15	\$18.00	\$32.00	\$8.20	\$14.50	\$153.00	\$421.00
16	\$19.00	\$33.00	\$8.70	\$15.00	\$162.50	\$448.00
17	\$20.00	\$36.00	\$9.00	\$16.00	\$171.50	\$470.00
18	\$21.50	\$37.00	\$9.80	\$16.50	\$183.00	\$496.00
19	\$22.50	\$41.00	\$10.10	\$18.50	\$192.50	\$496.00
20	\$23.50	\$43.00	\$10.65	\$19.50	\$199.50	\$496.00
21	\$24.75	\$44.00	\$11.15	\$20.00	\$211.00	\$496.00

Southern Interstate Over-ride Rates:

Adult full-fare:	\$1.20 Per Additional Zone
Senior Disabled & Child :	\$0.55 Per Additional Zone

October 1, 2015

Southern - Intrastate Fare Chart

Zone No.	Adult One Way	Sr/Disabled & Child One Way	Commuter Fares	
			10-Trip Discount	Monthly Pass
1	\$1.60	\$0.75	None	\$54.00
2	\$2.25	\$1.00	None	\$71.00
3	\$2.75	\$1.25	\$24.50	\$83.00
4	\$3.35	\$1.50	\$30.50	\$90.00
5	\$3.80	\$1.75	\$33.50	\$100.00
6	\$4.25	\$1.90	\$39.00	\$114.00
7	\$4.80	\$2.15	\$42.50	\$124.00
8	\$5.15	\$2.35	\$47.00	\$138.00
9	\$5.70	\$2.55	\$51.00	\$148.00
10	\$6.15	\$2.75	\$55.00	\$162.00
11	\$6.55	\$3.00	\$59.50	\$174.00
12	\$7.10	\$3.15	\$62.00	\$186.00
13	\$7.40	\$3.30	\$67.00	\$199.00
14	\$7.95	\$3.60	\$72.00	\$213.00
15	\$8.40	\$3.75	\$75.00	\$222.00
16	\$8.90	\$3.95	\$79.50	\$235.00
17	\$9.20	\$4.15	\$84.00	\$247.00
18	\$9.75	\$4.40	\$88.50	\$261.00
19	\$10.25	\$4.65	\$91.50	None
20	\$10.70	\$4.80	\$96.00	None
21	\$11.25	\$5.00	\$100.50	None
22	\$11.55	\$5.15	\$105.00	None
23	\$12.10	\$5.45	\$108.00	None
24	\$12.55	\$5.65	None	None

Southern Intrastate Over-ride Rates:

Adult full-fare: **\$0.70** Per Additional Zone
 Senior Disabled & Child : **\$0.30** Per Additional Zone

October 1, 2015

NEW JERSEY TRANSIT REQUEST FOR PROPOSAL

NO. 21-048A

HUDSON COUNTY LOCAL BUS SERVICE

EXHIBIT F-1

TARIFF TABLES / FARES

2	Jersey City / Journal Square / Secaucus
84	North Bergen / Jersey City / Secaucus
88	North Bergen / Jersey City / Secaucus

No. 2 Jersey City - Journal Square - Secaucus (Northern)

Rate Schedule

	Municipality	Zones	1	2
Journal Square Transportation Center to County Road at Secaucus-Jersey City Line	Jersey City	1	1.60	2.55
County Road at Secaucus-Jersey City Line to Secaucus Junction Rail Station	Secaucus	2		1.60

NOTE:

The Rail Feeder Fare privilege has been replaced by NJ TRANSIT's new Bus/Rail Cross Honoring Policy. See Tariff Bulletin TB05-21 for details.

Fare rates effective:

October 1, 2015

Issued:

October 1, 2015

Exact Fare

No. 84 North Bergen - Jersey City - Journal Square (Northern)

Rate Schedule

	Municipality	Zones	1	2
Journal Square Transportation Center to Palisade Avenue at Paterson Plank Road	Jersey City	1	1.60	2.55
Palisade Avenue at Paterson Plank Road to Bergenline Avenue at 91st Street/JFK Boulevard	Weehawken Union City West New York Guttenberg North Bergen	2		1.60

Intrastate Fare Rates effective: October 1, 2015

Issued:

October 1, 2015

Exact Fare

No. 88 North Bergen - Jersey City - Journal Square (Northern)

Rate Schedule

	Municipality	Zones	1	2
Journal Square Transportation Center to J.F.Kennedy Boulevard and 8th Street	Jersey City Union City	1	1.60	2.55
J.F.Kennedy Boulevard and 8th Street to Bergenline Avenue at J.F.Kennedy Boulevard	Union City Guttengerg West New York North Bergen	2		1.60

Fare rates effective:

October 1, 2015

Issued: October 1, 2015

Exact Fare

NEW JERSEY TRANSIT REQUEST FOR PROPOSAL

NO. 21-048B

NORTH HUDSON LOCAL BUS SERVICE

EXHIBIT F-2

TARIFF TABLES / FARES

22	North Bergen / Union City / Hoboken
23	North Bergen / Weehawken – Port Imperial / Hoboken
86	Union City / Jersey City / Newport Mall
89	North Bergen / Hoboken

22

North Bergen-Union City-Hoboken

Route 22

	Municipality	Zones	01	02	
Hoboken Terminal to 14th Street at Willow Ave -or- Palisade Ave at North St	Hoboken Union City	01	1.60	2.55	OW
14th St at Willow Ave -or- Palisade Ave at North St. to Bergenline Ave at 91 St	Hoboken Jersey City Union City West New York Guttenberg North Bergen	02	--	1.60	OW

Note: Acceptance of Transfers from HBLR/Sale of Transfers to HBLR

Passengers boarding at Bergenline Avenue Station and presenting properly validated HBLR Transfers will be permitted to ride the No.22 Line for one zone at no extra charge.

Passengers wishing to transfer to the HBLR will be sold a standard Bus Transfer

Original Page

No. 23 North Bergen - Weehawken - Hoboken (Northern)

Rate Schedule

	Municipality	Zones	1	2
Hoboken Terminal to 19th Street at Park Avenue	Hoboken	1	1.60	2.55
14th Street at Park Avenue -or- Port Imperial HBLR Station to Bergenline Avenue at J.F.Kennedy Boulevard	Hoboken Weehawken West New York Guttenberg North Bergen	2		1.60

Note: Acceptance of NY Waterways Tickets and Passes has been discontinued

NY Waterways Tickets or Passes are NOT accepted on this line

Note: Acceptance of Transfers from HBLR/ Sale of Transfers to HBLR

- 1** Passengers boarding at Port Imperial HBLR Station and presenting properly validated HBLR Transfers will be permitted to ride the No. 23 Line for one zone at no extra fare.
- 2** Passengers wishing to transfer to the HBLR will be sold a standard Bus Transfer

Fare rates effective: October 1, 2015

No. 86 Union City - Jersey City - Newport Mall (Northern)

Rate Schedule

	Municipality	Zones	1	2
Newport Centre Mall to Palisade Avenue at Paterson Plank Road	Jersey City	1	1.60	2.55
Palisade Avenue at Paterson Plank Road to HBLR Bergenline Avenue Station	Weehawken Union City	2		1.60

Fare Rates effective: October 1, 2015

Issued:

October 1, 2015

Exact Fare

No. 89 North Bergen - Hoboken (Northern)

Rate Schedule

	Municipality	Zones	1	2
Hoboken Terminal to Willow Avenue at 19th Street	Hoboken	1	1.60	2.55
Willow Avenue at 19th Street to Bergenline Avenue at 91st Street/JFK Boulevard	Union City Weehawken West New York Guttenberg North Bergen	2		1.60

Fare Rates effective: October 1, 2015

Issued:

October 1, 2015

Exact Fare

NEW JERSEY TRANSIT REQUEST FOR PROPOSAL

NO. 21-048A/B

**HUDSON COUNTY LOCAL BUS SERVICE
AND/OR
NORTH HUDSON LOCAL BUS SERVICE**

EXHIBIT G

GARAGE DESCRIPTION

HUDSON COUNTY LOCAL BUS SERVICE

2	Jersey City / Journal Square / Secaucus
84	North Bergen / Jersey City / Secaucus
88	North Bergen / Jersey City / Secaucus

NORTH HUDSON LOCAL BUS SERVICE

22	North Bergen / Union City / Hoboken
23	North Bergen / Weehawken – Port Imperial / Hoboken
86	Union City / Jersey City / Newport Mall
89	North Bergen / Hoboken

To be completed with the operator's information upon award of contract:

Will include:

- Mailing Address of Operating / Dispatching Facility
- Physical Address of Operating / Dispatching Facility (if different than mailing address)
- Mailing Address of Maintenance Facility
- Physical Address of Maintenance Facility (if different than mailing address)
- Description of both facilities
- If vehicle maintenance is being performed by a second party, the information related to that vendor.

NEW JERSEY TRANSIT REQUEST FOR PROPOSAL

NO. 21-048A/B

**HUDSON COUNTY LOCAL BUS SERVICE
AND/OR
NORTH HUDSON LOCAL BUS SERVICE**

EXHIBIT H

**SUPPLEMENTAL REPORTING REQUIREMENTS
HUDSON COUNTY LOCAL BUS SERVICE**

2	Jersey City / Journal Square / Secaucus
84	North Bergen / Jersey City / Secaucus
88	North Bergen / Jersey City / Secaucus

NORTH HUDSON LOCAL BUS SERVICE

22	North Bergen / Union City / Hoboken
23	North Bergen / Weehawken – Port Imperial / Hoboken
86	Union City / Jersey City / Newport Mall
89	North Bergen / Hoboken

EXHIBIT H

HUDSON COUNTY LOCAL BUS SERVICE AND NORTH HUDSON LOCAL BUS SERVICE

SUPPLEMENTAL REPORTING REQUIREMENTS

In addition to the reporting requirements specified within this proposal, the following information will be supplied by the Carrier to NJ TRANSIT's Department of Private Carrier Affairs:

- Daily Report of Operations (form to be provided)
- Monthly Report of Operations (form to be provided)
- Contractor's Monthly DBE Reports (forms to be provided)
 - Form E – Prime Contractor's Monthly Payments to DBE Subs
 - Form E-1 – DBE Prime Contractor's Monthly Payments (If Applicable)
 - Form E-2 – DBE Subcontractor's Monthly Report

In addition to the reports required above, the following reports should be completed and forwarded to NJ TRANSIT's Department of Private Carrier Affairs, not later than thirty (30) calendar days after each NJ TRANSIT fiscal year end (June 30).

- NJT408A Revenue Vehicle Inventory Form (Detail)
- Chief Executive (CEO) Officer Certification
- Auditor Statement

EXHIBIT H

COMPANY NAME: _____

MONTH ENDED: _____

MONTHLY REPORT OF OPERATIONS

ACCIDENT REPORT

DATE	ROUTE OF ACCIDENT	BUS NO.	INS. CLAIM FILED YES / NO	ESTIMATED DAMAGE \$\$	COMMENTS

PREVENTIVE MAINTENANCE PROGRAM

NUMBER OF BUSES COMPLETED THIS MONTH _____ BUS NUMBERS _____

NUMBER OF BUSES OVERDUE FOR PM _____ BUS NOS. AND MILES OVERDUE _____

**PRIME CONTRACTOR'S MONTHLY PAYMENTS TO DBE SUBS REPORT
INFORMATION ON CONTRACT**

DATE CONTRACT EXECUTED: _____ CONTRACT NUMBER: 21-048
 ORIGINAL CONTRACT AMOUNT: _____ FED TAX ID #: _____
 CHANGE ORDERS (OVERALL INC/DEC.): _____ PURCHASE ORDER #: _____
 TOTAL CONTRACT AMOUNT TO DATE: _____ NAME OF PROJECT: _____
 TOTAL PAYMENTS RECEIVED BY PRIME TO DATE: _____

SBE Subcontractor Name	Fed Tax ID	Original Contract Value	Change Order Amount +/-	Date of Change Order	New Contract Value	Payments Made This Month	Total Subcontractor Payments Made to Date	% Work Completed To Date	Final Pmt Y/N
TOTALS									

PRIME INVOICE 30 DAYS PAST DUE FROM NJT:

NJ TRANSIT

Invoice Date Reference # No. Days Past Due Amount

Project Manager (Name):
Telephone #:

PRIME CONTRACTOR INFORMATION

Name: _____
 Federal Tax ID Number: _____
 Address: _____

 Compliance Officer (Name): _____
 Signature: _____
 Date: _____ Telephone #: _____

THIS FORM IS DUE ON THE 7TH OF EACH MONTH

Please Forward This Form To:
 NJ TRANSIT
 Office of Business Diversity - 6th Floor
 Manager, Contract Compliance
 One Penn Plaza East
 Newark, New Jersey 07105-2246

DBE SUBCONTRACTOR'S MONTHLY REPORT

DATE CONTRACT EXECUTED: _____ CONTRACT NUMBER: 21-048 REPORT FOR THE MONTH OF: _____ YEAR _____
 ORIGINAL CONTRACT AMOUNT: _____ FED TAX ID #: _____
 CHANGE ORDERS (OVERALL INC/DEC.): _____ PURCHASE ORDER # _____
 TOTAL CONTRACT AMOUNT TO DATE: _____ NAME OF PROJECT: _____

Original Contract Amount	Change Order Amount +/-	Date of Change Order	New Contract Value	Payments Received This Month	Total Payments Received to Date	% of Work Completed To Date	Final Pmt Y/N
TOTALS:							

PRIME INVOICE 30 DAYS PAST DUE FROM NJT:

NJ TRANSIT

Invoice Date Reference # No. Days Past Due Amount Project Manager (Name):

 Telephone #:

PRIME CONTRACTOR INFORMATION

Firm Name: _____
 Compliance Officer (Name): _____
 Address: _____
 Date: _____ Telephone #: _____

FORM IS DUE ON THE 7TH OF EACH MONTH
 PLEASE FORWARD TO:
 NJ TRANSIT
 Manager, Contract Compliance
 Office of Business Diversity - 6th FL
 One Penn Plaza East
 Newark, New Jersey 07105-2246

DBE SUBCONTRACTOR'S MONTHLY REPORT

PRIME CONTRACTOR INFORMATION:

Name: _____

Report for the Month & Yr: _____ Contract #:

Federal Tax ID Number: _____

Address: _____

Date Contract Executed: ____/____/____

Contact Person: _____

Telephone: _____

Contract Name:

INFORMATION ON SUBCONTRACT:

Scope of Work Performed	Original Subcontract Dollar Value \$	Date of Change Order	Change Order Amount (+/-)\$	New Subcontract Dollar Value \$	Total Payments Made To Subcontractor This Month \$	Total Payments Made To Subcontractor To Date \$	% of Work Completed To Date

INVOICES PAST DUE 30 DAYS

Invoice #	Reference	No. Days	Amount
Date	Number	Past Due	

DBE SUBCONTRACTOR INFORMATION

Name of Firm: _____

Fed Tax ID #: _____

Address: _____

Telephone #: _____

Print Contact Name: _____

Final Payment: Y or N (Circle applicable answer)

Comments: _____

THIS FORM IS DUE ON THE 7th OF EACH MONTH.

PLEASE FORWARD TO:

NJ TRANSIT

Manager, Contract Compliance

Office of Business Diversity - 6th Floor

One Penn Plaza East

Newark, New Jersey 07105-2246

NEW JERSEY TRANSIT REQUEST FOR PROPOSAL

NO. 21-048A/B

**HUDSON COUNTY LOCAL BUS SERVICE
AND/OR
NORTH HUDSON LOCAL BUS SERVICE**

EXHIBIT I

OPERATOR REQUIREMENTS
HUDSON COUNTY LOCAL BUS SERVICE

2	Jersey City / Journal Square / Secaucus
84	North Bergen / Jersey City / Secaucus
88	North Bergen / Jersey City / Secaucus

NORTH HUDSON LOCAL BUS SERVICE

22	North Bergen / Union City / Hoboken
23	North Bergen / Weehawken – Port Imperial / Hoboken
86	Union City / Jersey City / Newport Mall
89	North Bergen / Hoboken

EXHIBIT I

OPERATOR REQUIREMENTS

Prior to the Carrier's hiring, training, or utilizing any employee in revenue service, the Carrier will ensure that all revenue vehicle operators have met the following minimum requirements.

A. OPERATOR REQUIREMENTS

The operators' requirements set forth herein establish the minimum requirements for any new hire of the Carrier to the position of revenue vehicle operator and for any existing employee of the Carrier transferring to the position of revenue vehicle operator.

1. Pre-employment substance/drug screening will be required by the Carrier of all employees in safety-related positions. Such testing, at a minimum level, will include a "substance abuse screen IV" level test at a facility approved by NJ TRANSIT. Any positive test resulting from this screen will cause the applicant to be rejected by the Carrier.
2. The Carrier will also have in force a substance abuse policy and guidelines which comply with FTA regulations for substance abuse testing.
3. Each revenue vehicle operator of the Carrier engaged in the provision of revenue service shall possess a valid Commercial Drivers License, with both a large bus endorsement and passenger endorsement. In New Jersey, a Class B license with a passenger endorsement (B-P2) is required.
4. Each revenue vehicle operator of the Carrier engaged in the provision of revenue service shall complete Carrier provided training on the operation of all ADA related systems of the vehicle he/she will be operating (i.e., Wheelchair Lift System, Kneeling System, Wheelchair Securement System, Public Address System, etc.) prior to operating the vehicle in revenue service. The Carrier will also provide training on any system changes for additional equipment the driver may operate while providing service under this agreement.
5. All drivers utilized by the Carrier in the operation of this service must be capable of speaking, reading, writing and understanding the English language. If a driver is found to be incapable of speaking, reading, writing and understanding the English language, NJ TRANSIT may require that the driver be removed from providing service on the contracted routes.

NEW JERSEY TRANSIT REQUEST FOR PROPOSAL

NO. 21-048A/B

**HUDSON COUNTY LOCAL BUS SERVICE
AND/OR
NORTH HUDSON LOCAL BUS SERVICE**

EXHIBIT J

**MAINTENANCE STANDARDS AND REQUIREMENTS
HUDSON COUNTY LOCAL BUS SERVICE**

2	Jersey City / Journal Square / Secaucus
84	North Bergen / Jersey City / Secaucus
88	North Bergen / Jersey City / Secaucus

NORTH HUDSON LOCAL BUS SERVICE

22	North Bergen / Union City / Hoboken
23	North Bergen / Weehawken – Port Imperial / Hoboken
86	Union City / Jersey City / Newport Mall
89	North Bergen / Hoboken

EXHIBIT J

MAINTENANCE STANDARDS AND REQUIREMENTS

A. General Standards

All leased or subleased equipment operated pursuant to this Agreement will be maintained both mechanically and physically by the Carrier in accordance with NJ TRANSIT standards. Failure to adhere to these standards may be cause for: (i) default, if for non-NJ TRANSIT owned equipment, or (ii) termination of this Agreement for NJ TRANSIT owned equipment, in accordance with the provisions of Subpart B, Section 13 of the Agreement.

B. General Maintenance Requirements

At all times, the Carrier will cause all components of each vehicle (both revenue and non-revenue), including its body, frame furnishings, mechanical, electrical, hydraulic, wheelchair lift, air conditioning, emissions control systems, ancillary equipment, or other operating systems or components to be maintained in proper working condition free from damage and malfunction. The Carrier will cause any significant vehicle damage incurred in any accident or otherwise to be repaired immediately when it is determined such damage impairs the proper and safe mechanical operation of the bus. All other damage will be repaired in a reasonable time. In no event, will NJ TRANSIT be required to repair, replace or maintain any vehicle. The Carrier, at its sole cost and expense, will maintain stores of and provide fuel, lubricants, repairs, filters, fluids, parts and supplies required for routine maintenance and unscheduled service/maintenance and operation of all vehicles issued by NJ TRANSIT utilized in providing bus services associated with this agreement.

The Carrier is hereby required to obtain at all times during the life of this agreement original equipment manufacturer (OEM) parts and supplies from a source(s) approved by NJ TRANSIT. The Carrier upon its written request to NJ TRANSIT, will be supplied with such an OEM source list. No variance from the OEM replacement part requirement will be permitted unless a written request is submitted by the Carrier to NJ TRANSIT with all relevant documentation and written approval provided by NJ TRANSIT.

As a result of the required vehicle repairs, the Carrier will ensure that all the reassembly tasks are performed in such a manner that the vehicle remains in the OEM configuration. This includes, but is not limited to, wiring configurations and clamping, power train components, and body assembly. No variation or vehicle system modifications will be allowed without the prior written authorization of NJ TRANSIT.

The Carrier will notify NJ TRANSIT each time an accident, an incident where any property is damaged in any way, or any injury is reported by any person, occurs involving an NJ TRANSIT owned or leased vehicle which results in damage to the vehicle. The Carrier will cause repairs to be made to any damaged NJ TRANSIT owned or leased vehicle prior to its return to service. **At no time will a damaged NJ TRANSIT vehicle be placed in service without express, written approval of NJ TRANSIT.** All repairs made relative to vehicle damage will be performed by component repair facilities which are capable of repairing these type vehicles back to their original configuration, appearance and structural integrity. Failure to comply with this provision will result in NJ TRANSIT having all required vehicle repairs performed by a company expressly designated by NJ TRANSIT and subsequently leading to NJ TRANSIT invoicing the Carrier for the costs of the repairs. This cost will be deducted from any current monies owed the Carrier. Alternatively, NJ TRANSIT, at its sole discretion, may terminate this Agreement as provided for elsewhere in the Agreement.

Cleanliness of Vehicles:

The Carrier will submit to NJ TRANSIT a vehicle cleaning schedule and sample inspection form. The schedule and inspection form will show what operations are performed on a daily, weekly and monthly basis. The Carrier will cause each vehicle to be maintained in a clean condition throughout, both interior and exterior, at all times. The Carrier will inspect the cleanliness of each vehicle prior to the commencement of each day of service and will take all actions necessary in order to cause such vehicle to be free from dirt, trash and debris prior to the commencement of each such day. The exterior of each vehicle will be kept clean from road dust, mud and grime and will be washed a minimum of two (2) times during each week of service on non-consecutive days and within twenty-four 24 hours after each rainfall or any other condition affecting vehicle exterior cleanliness. The interior of each vehicle will be cleaned by the Carrier, including washing the vehicle's windows and cleaning the floors prior to the commencement of each service day. The interior will be maintained free from roaches and other vermin at all times. The Carrier is expressly prohibited from using any vermin control product, or application procedure for such product, that would be hazardous to the health and well-being of the passengers and the driver of such vehicle. The interior passenger compartment of each vehicle will be maintained free of noxious odors from cleaning products, vermin control products and exhaust fumes emitted by the engine of such vehicle. Any vehicle found by NJ TRANSIT, or its designated appointee, to not be in compliance with these cleaning provisions will be removed from service without limiting the Carrier's service obligations. Once all required actions have been completed to correct any deficiencies found within this provision, NJ TRANSIT must inspect and approve all actions taken prior to the vehicle being eligible for use in scheduled service.

Vehicle Fuel:

The Carrier will use and provide fuel grades which ensure proper function of all vehicle emissions equipment, minimize smoke, and comply with all State and Federal Regulations concerning emission control. The type and grade of fuel used will comply with the vehicle manufacturer's recommended guidelines.

The Carrier will utilize "Ultra Low Sulphur Diesel" fuel for all diesel operated buses used for the services under this agreement.

Americans with Disabilities Act Compliance:

The Carrier will ensure that all NJ TRANSIT-provided vehicles are in full compliance with the Americans with Disabilities Act specific to vehicle systems. The Carrier will ensure that all vehicles equipped with wheelchair lifts, kneelers, internal/external public address systems, stop request systems, wheelchair restraint systems, passenger flip seats, and all related signage and safety systems are properly maintained in accordance with the O.E.M. recommendations and are fully functional during all contracted service operation. Failure of the Carrier to maintain such equipment in operable, reliable and safe condition will permit NJ TRANSIT to have the equipment repaired at the expense of the Carrier.

C. Preventive Maintenance Programs:

The Carrier will submit to NJ TRANSIT, a complete and comprehensive preventive maintenance program relative to the vehicle(s) issued by NJ TRANSIT, for review and approval by NJ TRANSIT.

The preventive maintenance program submitted by the Carrier for the NJ TRANSIT issued vehicles will meet or exceed NJ TRANSIT's and the manufacturer's recommended or specified guidelines including all ancillary items installed on the vehicle. When two (2) service categories are provided by the manufacturer such as "normal service" and "severe service," the severe service category guidelines will be used in establishing the Preventive Maintenance program by the Carrier. **The Carrier's Preventive Maintenance program shall include "oil changes at intervals of 6000 miles".**

All repair work must be performed by maintenance personnel who have demonstrated experience and skills in the work to be performed. The Carrier's maintenance personnel will have knowledge of engines, transmissions, diagnostic procedures, electrical systems, and related mechanical parts, methods, and procedures used in servicing mechanical equipment for transit buses, over the road buses and vans, chassis and bodies.

Vehicle Filters and Lubricants:

As part of the preventive maintenance program, the Carrier will submit a listing by brand name and part number of all filters, fluids and lubricants which will be

used in maintaining the NJ TRANSIT issued vehicles to NJ TRANSIT for review and approval.

Engine Oil Analysis:

The Carrier will establish and sustain an engine oil analysis program for the vehicles issued by NJ TRANSIT. Engine oil samples will be taken by the Carrier for analysis, **prior to every other (alternating)** oil change interval. The Carrier will utilize a laboratory which is fully capable of conducting such analysis in compliance with the scope of work detailed in **Attachment 1**. Results of each analysis will be appropriately addressed by the Carrier when warranted and all analysis reports will be retained in the vehicle maintenance file and NJ TRANSIT will have immediate access to each and every report upon request from NJ TRANSIT to inspect such records.

Preventive Maintenance of Air Conditioning System:

The Carrier will provide a separate preventive maintenance program for the vehicle air-conditioning system that meets or exceeds the manufacturer's recommended or specified preventive maintenance program. This preventive maintenance program will be submitted within the same time frame as the vehicle preventive maintenance program of this section and will require NJ TRANSIT's final approval.

D. Required Maintenance Documentation:

The Carrier will be responsible for maintaining a vehicle file, by vehicle number, documenting all vehicle maintenance to include preventive scheduled maintenance and inspections, parts usage, unscheduled maintenance, fuel and oil usage, warranty work and labor expended on each vehicle by date of action. The Carrier is responsible for keeping the vehicle file current throughout the term of the contract and will remit complete copies of all vehicle files to NJ TRANSIT at the end of the contract. Complete copies of all work orders must be maintained as a permanent part of the vehicle maintenance file.

NJ TRANSIT will have immediate access to all vehicle maintenance records during planned or unannounced visits or inspections of the Carrier's facility(s) for the duration of the contract.

Vehicle Defect Reports:

The Carrier will be responsible for ensuring that a vehicle defect report is completed daily, by the vehicle operator for each vehicle operated, and filed chronologically by vehicle number. **All noted defects affecting the safe operation of the vehicle must be repaired at the Carrier's cost prior to the vehicle's return to service.** Such corrective repairs will be approved, by a qualified supervisory employee of the Carrier authorized and trained to inspect repairs. A sample of these reports will be submitted to NJ TRANSIT within seven (7) days after receipt of the first NJ TRANSIT issued vehicle for review and approval. The vehicle defect reports will be kept on file for the duration of the

contract term, and copies of all defect reports will be submitted to NJ TRANSIT upon completion of the contract.

Vehicle Mileage Reports:

The Carrier will compile and maintain records of all vehicle mileage data for services rendered and operated pursuant to this contract and will submit a written report of such vehicle mileage in accordance with any specific request, interval, policy or procedure which NJ TRANSIT may adopt.

Fuel Usage Reports:

The Carrier hereby agrees to submit such documentation and information of fuel usage as NJ TRANSIT may require, including, for example, copies of delivery receipts, charge slips, fuel supplier or vendor names and addresses, vehicular mileage figures and test results confirming the quality of fuel being utilized are equal to that required by this contract.

Warranty Claims:

The Carrier will be required to process all warranty claims for NJ TRANSIT issued vehicles through the vehicle/systems manufacturer's warranty department and is responsible for collection of any monies, extended warranties, or credits as a result, for the length of time the warranty is in effect. The vehicle(s) may be subject to the manufacturer's warranties, which accompany the vehicle(s). A complete list of all vehicles issued to the Carrier will be provided to the Carrier at the time of contract award to assist in the filing of claims. This list will include the following information for each vendor: unit number, year, make and model, body type and vehicle identification number.

Vehicle Manuals:

The Carrier will be issued all relative maintenance/warranty information which is received with the vehicle, including manuals, books procedural guidelines, etc. At the conclusion of the agreement, the Carrier will return to NJ TRANSIT all manuals, books, procedural guidelines, etc., which were received from NJ TRANSIT in the same condition as received from NJ TRANSIT.

E. Operations and Maintenance Facilities:

The Carrier will provide adequate facility(s) for the support of the operation and maintenance of all NJ TRANSIT-issued vehicles. This facility(s) will include, but not be limited to, inside garage maintenance area (including a vehicle bay with hydraulic lifts or a pit), parts storage area, fuel storage, revenue vehicle cleaning and servicing area, administrative offices, vehicle parking area and a driver report area.

The Carrier will provide adequate space for storage of all NJ TRANSIT issued vehicles and such space will be adequately enclosed/fenced and secured to prevent vandalism.

The maintenance area will be fully equipped with all equipment required to maintain the vehicles being operated in accordance with NJ TRANSIT's specifications, manufacturer warranties and preventive maintenance programs. The Carrier will be responsible for obtaining and complying with all required building, occupancy or other governmental permits or codes.

F. Inspections and Audit:

NJ TRANSIT inspectors and NJ TRANSIT's designated agents and representatives will, upon presentation of valid identification, have the unimpeded right to enter upon the Carrier's premises, and to enter and travel upon, or inspect any and all equipment utilized in providing the Contracted Service, for the purpose of conducting inspections to determine whether the Carrier is in compliance with the terms of this Agreement. NJ TRANSIT will make a reasonable effort not to unduly interfere with the operations or maintenance schedules of the Carrier. NJ TRANSIT inspectors will, however, be allowed on the premises of the Carrier without the necessity of written permission, but they will not enter onto the premises of the Carrier without first identifying to the Carrier their status as NJ TRANSIT employees, agents, or representatives, and after confirming that they are in no way acting for or on behalf of the Carrier. All inspections will begin promptly upon presentation of each unit of equipment and will be carried through to completion as expeditiously as feasible.

Maintenance Inspections:

The Carrier will provide and maintain a maintenance inspection system acceptable to NJ TRANSIT covering the services under this Contract. Complete records of all inspection work performed by the Carrier will be maintained and made available to NJ TRANSIT during contract performance and in the duration of the Contract. All records will be kept by the Carrier for no less than twenty-four (24) months after the Contract has lapsed or been terminated, and NJ TRANSIT will have unimpeded access to such records.

NJ TRANSIT has the right to inspect and test all repair work required by the Agreement, to the extent practicable, at all times and places during the term of the Contract. NJ TRANSIT will perform inspections and tests in a manner that will not unduly delay the work.

If any of the necessary repair work does not conform with Contract requirements, NJ TRANSIT may require the Carrier to perform the repair work again in conformity with Contract requirements, at the Carrier's expense. When the defects in services cannot be corrected, NJ TRANSIT may (1) require the Carrier to take necessary action to ensure that future performance conforms to Contract requirements and (2) reduce the Contract price to reflect the reduced value of the services performed or to recover any liquidated damages stemming from such nonconformity.

If the Carrier fails promptly to perform the necessary repair work again or take the necessary action to ensure future performance in conformity with Contract requirements, NJ TRANSIT may (1) perform the necessary repair work, or have an authorized outside vendor perform the repair work, and charge to the Carrier any cost incurred by NJ TRANSIT that is directly related to the performance of such repairs; or (2) terminate the Contract for default.

Quality Assurance Inspections and Audits:

NJ TRANSIT or its representative will be entitled, at all times, to conduct inspection of any vehicle in order to determine compliance with the provisions hereof. NJ TRANSIT will establish with each Carrier a schedule for the inspection of vehicles to ensure compliance. Carrier will, upon request by NJ TRANSIT and at NJ TRANSIT's sole discretion, immediately remove from operation any vehicle which is determined by NJ TRANSIT to not be in compliance herewith and will repair, clean or take any other actions reasonably requested by NJ TRANSIT in order to cause such vehicles to be in compliance herewith. Nothing in this provision or in any inspection or approval by NJ TRANSIT of any vehicle will relieve Carrier of its obligation to maintain and operate each bus in strict compliance with the provisions hereof. Any deficiencies found during the course of inspection will require repair and written acknowledgment by the Carrier that all repairs have been properly completed. As a result of non-compliance with these specifications, NJ TRANSIT reserves the right to remove from service any vehicle which is not maintained in accordance with the stated guidelines.

State Inspections:

The Carrier will be responsible for payment of all fees in connection with the inspection of all NJ TRANSIT issued vehicles by any and all government authorities/agencies during the life of the Contract. The Carrier will also be responsible for the cost associated with the repair of all NJ TRANSIT issued vehicles which may result from inspection by any governmental authority/agency.

G. Return of Equipment at Conclusion of Contract:

Upon completion of the contract, the Carrier will, at its own expense, be responsible for the delivery of all NJ TRANSIT vehicles back to NJ TRANSIT or to the garage location of the Carrier awarded the subsequent contract for performance of this same service. All vehicles will be returned in the condition in which those vehicles were received (excluding normal wear and tear) including, but not limited to, body condition, system condition and function, all ancillary equipment (intact and functional) and overall vehicle operation and performance. NJ TRANSIT's Quality Assurance Division will conduct individual inspections on each vehicle upon its return and will require the Carrier to make any necessary repairs to ensure compliance. Upon compliance, NJ TRANSIT will in accordance with the terms of this agreement, release the retainage monies previously withheld from the monthly contractual payments.

Attachment 1

USED ENGINE OIL ANALYSIS **SCOPE OF WORK**

An individual oil analysis record will be kept by the Carrier for each revenue vehicle for control purposes. Each record will list all physical property test results, spectrometric determinations, pertinent data, specific maintenance recommendations and maintenance feedback information. All data will be tracked by the date sampled as provided on the label by the Carrier.

1. **Physical Property Test.** A series of related tests will be run to determine the classification, contamination and degradation of a lubricant, as well as operating conditions of an engine.
 - a. **Fuel Dilution.** The method used for a quantitative measurement will be by Gas Chromatograph. The results are to be reported to the nearest 0.5% volume. Different standards must be used for gasoline and diesel fuel.
 - b. **Total Solids.** Total solids, using modified ASTM-D-91, to be measured in % volume. The total amount of solids, contamination, both suspended and non-suspended, present in the lubricant. This test is indicative of fuel mixture problems (unit running too rich or too lean), if the oil filter has reached the saturation point and is no longer able to remove contamination from the system, and if the air intake system is functioning properly and allowing enough into the unit for a complete burn to take place.
 - c. **Water.** Any water present in almost every oil system is abnormal. The water test, when run in conjunction with other related tests, is indicative of emulsification of the lubricant, an outside source of contamination of the lubricant, a serious coolant leak, or condensation. Water is to be measured down to less than 0.05% and recorded in % volume.
 - d. **Viscosity.** Viscosity is the flow rate of a lubricant at a given temperature in relation to time. This test is indicative of lubricant classification (by grade), oxidation and contamination. Viscosity will be determined by Kinematic method (ASTM D-445), at 100 degrees F and/or 210 degrees F as requested, and reported in Saybolt Universal Seconds (SUS).
 - e. **Neutralization Number.** A number expressed in milligrams of a re-agent required to neutralize on gram of lubricant. The neutralization number will be reported as total base number (TBN). The TBN is a measurement of the reserve alkalinity remaining in the lubricant. Method to be used, ether ASTM-D-664 or aqueous solution modification ASTM-D-664.

2. **Spectrochemical Analysis.** A method of determining the metallurgic content of a lubricating oil, measured in parts per million by weight. The following nineteen (19) elements will be identified qualitatively and measured quantitatively in PPM with an accuracy and precision determined and controlled by the use of Conostan Standards as used and specified by D.O.D. oil laboratories.

The nineteen (19) metallic elements are:

- (8) Eight wear elements (Iron, Lead, Copper, Chromium, Aluminum, Nickel, Silver, Tin)
- (1) Dirt and abrasive (Silicon)
- (2) Coolant additives (Boron, Sodium)
- (5) Oil additives (Phosphorus, Zinc, Calcium, Barium, Magnesium)
- (3) Titanium, Molybdenum, Cadmium

NEW JERSEY TRANSIT REQUEST FOR PROPOSAL

NO. 21-048A/B

**HUDSON COUNTY LOCAL BUS SERVICE
AND/OR
NORTH HUDSON LOCAL BUS SERVICE**

EXHIBIT K

**REVENUE COLLECTION & PROCESSING
HUDSON COUNTY LOCAL BUS SERVICE**

2	Jersey City / Journal Square / Secaucus
84	North Bergen / Jersey City / Secaucus
88	North Bergen / Jersey City / Secaucus

NORTH HUDSON LOCAL BUS SERVICE

22	North Bergen / Union City / Hoboken
23	North Bergen / Weehawken – Port Imperial / Hoboken
86	Union City / Jersey City / Newport Mall
89	North Bergen / Hoboken

EXHIBIT K

REVENUE COLLECTION & PROCESSING

Bus Revenue Collection Equipment

NJ TRANSIT shall provide the Carrier with Cubic Western electronic fare boxes, cash boxes and Parkeon Wayfarer TGX 150 Registers. Cubic fare boxes and Wayfarer registers will be installed on all buses supplied to the Carrier. This drop style fare box will accept coins (1¢, 5¢, 10¢, 25¢, 50¢ and dollar coins), one dollar and five-dollar bills. Fares are registered with a combination of keys on the fare register and all revenue collected and counted is recorded by operator and bus. Revenue Counts will be maintained in resettable and non-resettable system registers. The re-settable system registers are returned to Zero each time the bus cashbox is removed, dumped and re-installed. The cashbox is securely locked inside the fare box. The cashbox lid automatically closes and locks upon removal from the fare box.

Bus Revenue Collection Equipment Maintenance

The Carrier shall maintain all such drop style fare, cash boxes in accordance with the standards of the manufacturer and NJ TRANSIT. The Carrier shall also be responsible for all costs associated with the maintenance and repair of the equipment. NJ TRANSIT may also supply the Carrier with a "Fare Collection Equipment Report" form to be used to monitor compliance with the provisions of this exhibit. The Carrier agrees, that if required, it shall submit a "Fare Collection Equipment Report" to:

**Senior Director - Private Carrier Affairs
NJ TRANSIT
One Penn Plaza East
Newark, NJ 07105-2246**

NJ TRANSIT has the right to inspect each unit to confirm the Carrier's proper maintenance of the revenue equipment. The Carrier shall, subject to delays encountered in the receipt of materials or parts from suppliers, correct promptly any unsatisfactory items upon written notification by NJ TRANSIT.

Bus Revenue Collection Procedures

NJ TRANSIT will provide training to the Carrier in the form of "Train the Trainer" classes, allowing the Carrier's training staff to be properly trained so they may train their drivers accordingly. Additional training may be provided, as necessary, at the Carrier's request. It is the responsibility of the Carrier to ensure that all drivers/operators are trained as necessary. Proper collection and registration of all fares in accordance with NJ Transit tariffs, policies and procedures is the responsibility of the Carrier. All flashes of monthly passes will be recorded on the register as a monthly pass. Passenger counts are to be reported on **EXHIBIT H**, monthly report of operations. Revenue collected for the day of operation from all routes will be removed and deposited. Cash boxes must be emptied

daily. At no time should a cash box remain un-emptied and returned to service. All vehicles used for the day's operation must be equipped with a fare box loaded with a cash box. All tickets/transfers collected will be punched and accumulated by each operator. At the end of the operator's piece of work, the tickets/transfers will be counted and sealed in a ticket envelope. The count will be recorded on the outside of the envelope and will be collected by garage personnel and mailed daily to:

**Manager - Revenue Accounting
NJ TRANSIT
180 Boyden Ave. Room 134
Maplewood, NJ 07040**

Garage Revenue Collection Equipment

At the discretion of NJ TRANSIT, garage "fixed" revenue collection equipment will be installed at each physical location that processes revenue collected as a result of this Proposal. At each required location, at least one receiver unit will be installed on or near the service island. The receiver unit is used to transfer revenues from the bus cash box to the mobile safe. A quantity of mobile safes will be supplied based on expected revenue and required bank turnaround time. NJ TRANSIT will supply training for all service island personnel employed at the time of contract award. This training will include vaulting procedures on the bus and at the receiver unit for service men and garage foreman. It is the responsibility of the Carrier to ensure that all buses used on contract service for the day are properly vaulted in accordance with NJTRANSIT policies and procedures and the revenue successfully transferred to a secured mobile safe through the use of the receiver unit.

Garage Data Collection Equipment

The Carrier will be supplied with a Garage Computer System (GCS), data processing software, Garage Data Computer (GDC) and all necessary hardware and software required for operate at the installed location(s). The Vault Puller RDM is used to unlock the cash box access door. Once this access door is unlocked, the cash box can be removed and processed through the receiver unit. Training for all facets of the process will be supplied. It is the responsibility of the Carrier to ensure that all data is retrieved and processed through the GCS and GDC. After all data has been transferred, any action necessary to close out the day's work and process the data at the location is the responsibility of the Carrier. The time that such processing occurs will be determined before contract award based on the Carrier's operation.

Data Retrieval

The Carrier will provide a dedicated telephone line, meeting NJ TRANSIT's specifications, for daily polling by NJ TRANSIT. NJ TRANSIT will be responsible for polling the GCS daily for the purpose of retrieving the statistical and financial data for full system audit. Such polling will be at a time specified by NJ TRANSIT based on the processing of the daily data. Should such polling fail or for some reason not be operational, the Carrier will be required to process the daily data and copy all files to a floppy disk as provided for in the system design. The disk shall be mailed daily to:

**Manager - Revenue Collection and Control
NJ TRANSIT
180 Boyden Ave. Room 133A
Maplewood, NJ 07040**

Counting and Banking

Based on the data presented by the GCS, the Carrier will be responsible for removing mobile safes from the receiver unit and compiling the proper paperwork (bank deposit slips, armored car manifests, etc.) and preparing the mobile safe for transportation to the bank. NJ TRANSIT will ensure armored car pick-up at a frequency commensurate with the levels of revenue generated by the service. All armored car service and bank relationships will be the responsibility of NJ TRANSIT.

Revenue Auditing

NJ TRANSIT will be responsible for auditing all revenue. It is necessary for the Carrier to maintain appropriate records of operations on file to accommodate audit requirements. In the event of a banking discrepancy, the Carrier will permit unrestricted access to NJ TRANSIT auditors in an effort to resolve any and all problems.

NEW JERSEY TRANSIT REQUEST FOR PROPOSAL

NO. 21-048A/B

**HUDSON COUNTY LOCAL BUS SERVICE
AND/OR
NORTH HUDSON LOCAL BUS SERVICE**

EXHIBIT L

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
HUDSON COUNTY LOCAL BUS SERVICE**

2 Jersey City / Journal Square / Secaucus
84 North Bergen / Jersey City / Secaucus
88 North Bergen / Jersey City / Secaucus

NORTH HUDSON LOCAL BUS SERVICE

22 North Bergen / Union City / Hoboken
23 North Bergen / Weehawken – Port Imperial / Hoboken
86 Union City / Jersey City / Newport Mall
89 North Bergen / Hoboken

EXHIBIT L

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

N.J.A.C. 17:27 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

(REVISED 4/10)

EXHIBIT L (*Cont*)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval;
Certificate of Employee Information Report; or
Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27-1.1 et seq.).

NEW JERSEY TRANSIT REQUEST FOR PROPOSAL NO. 21-048A

HUDSON COUNTY LOCAL BUS SERVICE

EXHIBIT M-1

**METHOD OF CALCULATING PAYMENT TO CARRIER
AND
CONTRACT AMOUNTS**

2	Jersey City / Journal Square / Secaucus
84	North Bergen / Jersey City / Secaucus
88	North Bergen / Jersey City / Secaucus

Service as of June 26, 2021

**EXHIBIT M
HUDSON COUNTY LOCAL BUS SERVICE**

I. METHOD OF CALCULATING PAYMENT TO CARRIER

Components of Payment

Payment to the Carrier by NJ TRANSIT will be based on the following three (3) components: Cost Per Contract Mile; Cost Per Contract Hour; and Cost per Days of Operation (Other Costs). Such cost components are noted below. The monthly payment will be calculated by adding items (a) plus (b) plus (c) and said items (a), (b) and (c) are to be computed as follows: (a) multiplying the Actual Monthly Hours times the Cost Per Contract Hour; (b) multiplying the Actual Monthly Miles times the Cost Per Contract Mile; and (c) the Actual Days of Operation times the Cost per Day of Operation (Other Costs). The three components together form the total monthly payment.

"Actual Monthly Hours" and "Actual Monthly Miles" shall be the actual scheduled hours and scheduled miles as certified to have been operated by the Carrier and then adjusted as provided for by this Agreement for Operating Motor Bus Passenger Service and for Equipment Lease for Operating Motor Bus Passenger Service. Carrier shall report all variations from the schedule with related explanations on a daily and monthly basis.

COST COMPONENTS

(based on current schedules and subject to future change)

Components	06/26/22	07/01/22	07/01/23	07/01/24	Option Period # 1	07/01/25	07/01/26
	06/30/22	06/30/23	06/30/24	01/21/25	06/22/25 06/30/25	06/30/26	06/19/27
Cost Per Mile	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Cost Per Hour	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Cost Per Days of Operation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Components	Option Period # 2	07/01/27	07/01/28				
	06/20/27 06/30/27	06/30/28	06/23/29				
Cost Per Mile	\$0.00	\$0.00	\$0.00	---	---	---	---
Cost Per Hour	\$0.00	\$0.00	\$0.00	---	---	---	---
Cost Per Days of Operation	\$0.00	\$0.00	\$0.00	---	---	---	---

Service as of June 26, 2021

**EXHIBIT M
HUDSON COUNTY LOCAL BUS SERVICE**

II. PROJECTED ANNUAL CONTRACT AMOUNTS (based on current schedules)

These amounts are guaranteed by NJ TRANSIT only if the Carrier fulfills its obligations in operating the complete service as specified in Exhibits A and B and also provides timely and accurate statistical reports as required by this agreement. These amounts constitute a maximum amount for which the Carrier may be entitled if it operates in accordance with the statistics below and pursuant to this Agreement.

June 26, 2022 through June 30, 2022			\$0.00
Components	Rate	Statistics	Period Costs
Miles	\$0.00	10,717.65	\$0.00
Hours	\$0.00	1,431.17	\$0.00
Total Days	\$0.00	5	\$0.00

July 1, 2022 through June 30, 2023			\$0.00
Components	Rate	Statistics	Period Costs
Miles	\$0.00	759,704.28	\$0.00
Hours	\$0.00	101,600.12	\$0.00
Total Days	\$0.00	365	\$0.00

July 1, 2023 through June 30, 2024			\$0.00
Components	Rate	Statistics	Period Costs
Miles	\$0.00	758,766.89	\$0.00
Hours	\$0.00	101,464.49	\$0.00
Total Days	\$0.00	366	\$0.00

July 1, 2024 through June 21, 2025			\$0.00
Components	Rate	Statistics	Period Costs
Miles	\$0.00	740,445.72	\$0.00
Hours	\$0.00	99,018.23	\$0.00
Total Days	\$0.00	356	\$0.00

INITIAL CONTRACT TOTAL: \$0.00

TOTAL SCHEDULED CONTRACT MILES	2,269,634.54
TOTAL SCHEDULED CONTRACT HOURS	303,514.01
TOTAL SCHEDULED DAYS OF OPERATION	1,092
PEAK VEHICLES	31

**EXHIBIT M
HUDSON COUNTY LOCAL BUS SERVICE
OPTION PERIOD # 1**

June 22, 2025 through June 30, 2025			\$0.00
Components	Rate	Statistics	Period Costs
Miles	\$0.00	18,156.34	\$0.00
Hours	\$0.00	2,425.33	\$0.00
Total Days	\$0.00	9	\$0.00

July 1, 2025 through June 30, 2026			\$0.00
Components	Rate	Statistics	Period Costs
Miles	\$0.00	758,602.06	\$0.00
Hours	\$0.00	101,443.56	\$0.00
Total Days	\$0.00	365	\$0.00

July 1, 2026 through June 19, 2027			\$0.00
Components	Rate	Statistics	Period Costs
Miles	\$0.00	735,596.48	\$0.00
Hours	\$0.00	98,369.41	\$0.00
Total Days	\$0.00	354	\$0.00

OPTION TOTAL: \$0.00

TOTAL INITIAL CONTRACT & OPTION: \$0.00

	<u>Option Period 1</u>	<u>Contract to Date</u>
TOTAL SCHEDULED CONTRACT MILES	1,512,354.88	3,781,989.42
TOTAL SCHEDULED CONTRACT HOURS	202,238.30	505,752.31
TOTAL SCHEDULED DAYS OF OPERATION	728	1,820
PEAK VEHICLES	31	

**EXHIBIT M
HUDSON COUNTY LOCAL BUS SERVICE
OPTION PERIOD # 2**

June 20, 2027 through June 30, 2027			\$0.00
Components	Rate	Statistics	Period Costs
Miles	\$0.00	23,005.58	\$0.00
Hours	\$0.00	3,074.15	\$0.00
Total Days	\$0.00	11	\$0.00

July 1, 2027 through June 30, 2028			\$0.00
Components	Rate	Statistics	Period Costs
Miles	\$0.00	761,799.91	\$0.00
Hours	\$0.00	101,865.14	\$0.00
Total Days	\$0.00	366	\$0.00

July 1, 2028 through June 23, 2029			\$0.00
Components	Rate	Statistics	Period Costs
Miles	\$0.00	743,035.17	\$0.00
Hours	\$0.00	99,363.57	\$0.00
Total Days	\$0.00	358	\$0.00

OPTION TOTAL: \$0.00

TOTAL INITIAL CONTRACT & OPTIONS: \$0.00

	<u>Option Period 2</u>	<u>Contract to Date</u>
TOTAL SCHEDULED CONTRACT MILES	1,527,840.66	5,309,830.08
TOTAL SCHEDULED CONTRACT HOURS	204,302.86	710,055.17
TOTAL SCHEDULED DAYS OF OPERATION	735	2,555
PEAK VEHICLES	0	

NEW JERSEY TRANSIT REQUEST FOR PROPOSAL NO. 21-048B

NORTH HUDSON LOCAL BUS SERVICE

EXHIBIT M-2

**METHOD OF CALCULATING PAYMENT TO CARRIER
AND
CONTRACT AMOUNTS**

22	North Bergen / Union City / Hoboken
23	North Bergen / Weehawken – Port Imperial / Hoboken
86	Union City / Jersey City / Newport Mall
89	North Bergen / Hoboken

Service as of June 26, 2021

**EXHIBIT M
NORTH HUDSON LOCAL BUS SERVICE**

I. METHOD OF CALCULATING PAYMENT TO CARRIER

Components of Payment

Payment to the Carrier by NJ TRANSIT will be based on the following three (3) components: Cost Per Contract Mile; Cost Per Contract Hour; and Cost per Days of Operation (Other Costs). Such cost components are noted below. The monthly payment will be calculated by adding items (a) plus (b) plus (c) and said items (a), (b) and (c) are to be computed as follows: (a) multiplying the Actual Monthly Hours times the Cost Per Contract Hour; (b) multiplying the Actual Monthly Miles times the Cost Per Contract Mile; and (c) the Actual Days of Operation times the Cost per Day of Operation (Other Costs). The three components together form the total monthly payment.

"Actual Monthly Hours" and "Actual Monthly Miles" shall be the actual scheduled hours and scheduled miles as certified to have been operated by the Carrier and then adjusted as provided for by this Agreement for Operating Motor Bus Passenger Service and for Equipment Lease for Operating Motor Bus Passenger Service. Carrier shall report all variations from the schedule with related explanations on a daily and monthly basis.

COST COMPONENTS

(based on current schedules and subject to future change)

Components	06/26/22	07/01/22	07/01/23	07/01/24	Option Period # 1	07/01/25	07/01/26
	06/30/22	06/30/23	06/30/24	01/21/25	06/22/25 06/30/25	06/30/26	06/19/27
Cost Per Mile	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Cost Per Hour	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Cost Per Days of Operation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Components	Option Period # 2	07/01/27	07/01/28				
	06/20/27 06/30/27	06/30/28	06/23/29				
Cost Per Mile	\$0.00	\$0.00	\$0.00	---	---	---	---
Cost Per Hour	\$0.00	\$0.00	\$0.00	---	---	---	---
Cost Per Days of Operation	\$0.00	\$0.00	\$0.00	---	---	---	---

Service as of June 26, 2021

**EXHIBIT M
NORTH HUDSON LOCAL BUS SERVICE**

II. PROJECTED ANNUAL CONTRACT AMOUNTS (based on current schedules)

These amounts are guaranteed by NJ TRANSIT only if the Carrier fulfills its obligations in operating the complete service as specified in Exhibits A and B and also provides timely and accurate statistical reports as required by this agreement. These amounts constitute a maximum amount for which the Carrier may be entitled if it operates in accordance with the statistics below and pursuant to this Agreement.

June 26, 2022 through June 30, 2022			\$0.00
Components	Rate	Statistics	Period Costs
Miles	\$0.00	5,521.05	\$0.00
Hours	\$0.00	926.34	\$0.00
Total Days	\$0.00	5	\$0.00

July 1, 2022 through June 30, 2023			\$0.00
Components	Rate	Statistics	Period Costs
Miles	\$0.00	390,758.66	\$0.00
Hours	\$0.00	64,301.83	\$0.00
Total Days	\$0.00	365	\$0.00

July 1, 2023 through June 30, 2024			\$0.00
Components	Rate	Statistics	Period Costs
Miles	\$0.00	390,490.06	\$0.00
Hours	\$0.00	64,503.15	\$0.00
Total Days	\$0.00	366	\$0.00

July 1, 2024 through June 21, 2025			\$0.00
Components	Rate	Statistics	Period Costs
Miles	\$0.00	380,808.80	\$0.00
Hours	\$0.00	62,782.67	\$0.00
Total Days	\$0.00	356	\$0.00

INITIAL CONTRACT TOTAL: \$0.00

TOTAL SCHEDULED CONTRACT MILES	1,167,578.57
TOTAL SCHEDULED CONTRACT HOURS	192,513.99
TOTAL SCHEDULED DAYS OF OPERATION	1,092
PEAK VEHICLES	18

**EXHIBIT M
NORTH HUDSON LOCAL BUS SERVICE
OPTION PERIOD # 1**

June 22, 2025 through June 30, 2025			\$0.00
Components	Rate	Statistics	Period Costs
Miles	\$0.00	9,423.04	\$0.00
Hours	\$0.00	1,603.40	\$0.00
Total Days	\$0.00	9	\$0.00

July 1, 2025 through June 30, 2026			\$0.00
Components	Rate	Statistics	Period Costs
Miles	\$0.00	390,231.84	\$0.00
Hours	\$0.00	64,386.07	\$0.00
Total Days	\$0.00	365	\$0.00

July 1, 2026 through June 19, 2027			\$0.00
Components	Rate	Statistics	Period Costs
Miles	\$0.00	378,495.60	\$0.00
Hours	\$0.00	62,422.89	\$0.00
Total Days	\$0.00	354	\$0.00

OPTION TOTAL: \$0.00

TOTAL INITIAL CONTRACT & OPTION: \$0.00

	<u>Option Period 1</u>	<u>Contract to Date</u>
TOTAL SCHEDULED CONTRACT MILES	778,150.48	1,945,729.05
TOTAL SCHEDULED CONTRACT HOURS	128,412.36	320,926.35
TOTAL SCHEDULED DAYS OF OPERATION	728	1,820
PEAK VEHICLES	18	

**EXHIBIT M
NORTH HUDSON LOCAL BUS SERVICE
OPTION PERIOD # 2**

June 20, 2027 through June 30, 2027			\$0.00
Components	Rate	Statistics	Period Costs
Miles	\$0.00	11,852.22	\$0.00
Hours	\$0.00	1,976.72	\$0.00
Total Days	\$0.00	11	\$0.00

July 1, 2027 through June 30, 2028			\$0.00
Components	Rate	Statistics	Period Costs
Miles	\$0.00	391,941.80	\$0.00
Hours	\$0.00	64,557.69	\$0.00
Total Days	\$0.00	366	\$0.00

July 1, 2028 through June 23, 2029			\$0.00
Components	Rate	Statistics	Period Costs
Miles	\$0.00	382,281.61	\$0.00
Hours	\$0.00	63,086.41	\$0.00
Total Days	\$0.00	358	\$0.00

OPTION TOTAL: \$0.00

TOTAL INITIAL CONTRACT & OPTIONS: \$0.00

	<u>Option Period 2</u>	<u>Contract to Date</u>
TOTAL SCHEDULED CONTRACT MILES	786,075.63	2,731,804.68
TOTAL SCHEDULED CONTRACT HOURS	129,620.82	450,547.17
TOTAL SCHEDULED DAYS OF OPERATION	735	2,555
PEAK VEHICLES	18	

NEW JERSEY TRANSIT REQUEST FOR PROPOSAL

NO. 21-048A/B

**HUDSON COUNTY LOCAL BUS SERVICE
AND/OR
NORTH HUDSON LOCAL BUS SERVICE**

EXHIBIT N

**IMPORTANT NOTICE TO ALL CONTRACTORS
AND CONSULTANTS
HUDSON COUNTY LOCAL BUS SERVICE**

2 Jersey City / Journal Square / Secaucus
84 North Bergen / Jersey City / Secaucus
88 North Bergen / Jersey City / Secaucus

NORTH HUDSON LOCAL BUS SERVICE

22 North Bergen / Union City / Hoboken
23 North Bergen / Weehawken – Port Imperial / Hoboken
86 Union City / Jersey City / Newport Mall
89 North Bergen / Hoboken

EXHIBIT N

IMPORTANT NOTICE TO ALL CONTRACTORS AND CONSULTANTS

NJ TRANSIT is an instrumentality of the State of New Jersey and its employees and officers, including members of the NJ TRANSIT Board of Directors, are public servants. NJ TRANSIT, its employees and officers are governed by a number of civil and criminal laws which control how NJ TRANSIT and its personnel do business with contractors and consultants. These provisions include the Conflicts of Interest Law, N.J.S.A. 52:13D-12 and contain unequivocal and stringent restrictions relating to gifts and gratuities.

Be advised that the law prohibits the receipt of gifts and gratuities by any NJ TRANSIT employee or officer from any person, company or entity doing business - or wanting to do business - with NJ TRANSIT. Concomitantly, NJ TRANSIT's own Code of Ethics and Code of Ethics for Vendors, prohibits NJ TRANSIT employees from accepting gifts and prohibits you, the contractors and consultants, from offering any gifts to any NJ TRANSIT employee.

The term "gift" is broadly and widely defined. It includes all things and objects, tangible or intangible, including services, gratuities, meals, entertainment, tickets to events, access to membership clubs, travel costs, and lodging. Simply put, a "gift" is any thing of value.

Do not, under any circumstance, tempt or put an NJ TRANSIT employee in the awkward position of having to refuse a gift or return a gift, no matter how well intentioned or innocuous the gift may be in your eyes.

The bright line rule for you and your staff in doing business with NJ TRANSIT is simple: Offer nothing and give nothing to any NJ TRANSIT employee or officer. It is your responsibility to circulate this Notice in your company and educate accordingly all personnel who do business with NJ TRANSIT.

NEW JERSEY TRANSIT REQUEST FOR PROPOSAL

NO. 21-048A/B

**HUDSON COUNTY LOCAL BUS SERVICE
AND/OR
NORTH HUDSON LOCAL BUS SERVICE**

APPENDICES

NEW JERSEY TRANSIT REQUEST FOR PROPOSAL

NO. 21-048A/B

**HUDSON COUNTY LOCAL BUS SERVICE
AND/OR
NORTH HUDSON LOCAL BUS SERVICE**

APPENDIX A

**AGREEMENT FOR OPERATING MOTOR BUS PASSENGER SERVICE &
EQUIPMENT LEASE/SUBLEASE
HUDSON COUNTY LOCAL BUS SERVICE**

2 Jersey City / Journal Square / Secaucus
84 North Bergen / Jersey City / Secaucus
88 North Bergen / Jersey City / Secaucus

NORTH HUDSON LOCAL BUS SERVICE

22 North Bergen / Union City / Hoboken
23 North Bergen / Weehawken – Port Imperial / Hoboken
86 Union City / Jersey City / Newport Mall
89 North Bergen / Hoboken

**AGREEMENT NO. 21-048A/B FOR
OPERATING MOTOR BUS PASSENGER SERVICE
AND FOR EQUIPMENT LEASE/SUBLEASE FROM
June 26, 2022 THROUGH MIDNIGHT June 21, 2025 BETWEEN
NEW JERSEY TRANSIT CORPORATION AND
_____, AND REGARDING THE OPERATION OF THE
(Service Name Here) LOCAL BUS SERVICE**

This Agreement is made as of June 26, 2022, by and between the New Jersey Transit Corporation (hereinafter, "NJ TRANSIT") an instrumentality of the State of New Jersey and _____ (hereinafter, "Carrier"), a Corporation having its principal place of business at _____.

WITNESSETH:

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

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

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

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

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

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

PART A. AGREEMENT FOR MOTOR BUS PASSENGER SERVICE

1. **TERM; STANDARDS OF SERVICE; ON-TIME PERFORMANCE:** From June 26, 2022 until midnight June 21, 2025, unless terminated prior thereto as provided in this Part "A" and in Part "B" below, the Carrier shall provide motor bus scheduled passenger service (hereinafter, also "Contracted Service") over the routes set forth in attached **Exhibit A**, under the schedules set forth in attached **Exhibit B**. The Contracted Service includes the operation of motor buses from a designated terminal along specified routes for the purpose of picking up, discharging and transporting fare paying and otherwise eligible passengers and activities attendant to such passenger service. The parties understand and agree that the Carrier is an independent contractor and not an agent of NJ TRANSIT.

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

The Carrier shall operate and maintain the routes and schedules outlined in **Exhibits A and B** on an average on-time performance of no less than ninety-five (95) percent at terminal points of the trips over thirty (30) consecutive calendar days. NJ TRANSIT reserves the right to conduct spot checks of the Carrier in order to determine on-time performance by the Carrier. For purposes of on-time performance,

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

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

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

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

and form approved by NJ TRANSIT, showing all buses which operated "off-schedule" and the reasons therefor.

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

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

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

The Carrier shall report in writing to NJ TRANSIT by the seventh (7th) calendar day of each calendar month each and every "missed" bus trip, which occurred during the preceding month and the dates and reasons therefor. If no "missed" trips occurred, the Carrier must so report. Failures to report missed trips shall permit NJ TRANSIT to declare the Carrier to be in default of this Agreement. If a trip was "missed" as a result of fire(s), strikes, storm conditions (or other acts of nature), road accidents or detours, or other circumstances which cannot be reasonably anticipated, and are beyond the control of the Carrier, such causes must be noted by the Carrier on the "Daily Report of Operations" and "Monthly Report of Operations." NJ TRANSIT shall consider the causes listed by the Carrier on a case by case basis and shall notify the Carrier of any assessment to be imposed as a result of such review. Payment for Contracted Services will be withheld until the required "Daily Report of Operations and Monthly Report of Operations" are received.

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

4. Assessments for Damages:

a. Missed Trips:

- Missed trips as described in Section 3 above, which are properly and timely reported in the Daily Report of Operations, by the Carrier to NJ TRANSIT will be assessed damages in the amount of \$150.00 per trip.
- Missed trips as described in Section 3 above, which are not properly and timely reported in the Daily Report of Operations by the Carrier to NJ TRANSIT will be assessed damages in the amount of \$300.00 per trip.

- Carrier will receive reports, at a frequency to be determined by NJ TRANSIT, depicting the trips missed as per NJ TRANSIT's electronic vehicle monitoring system(s). Any disputes of the missed trips, as reported by the system(s), will be brought to the attention of NJ TRANSIT Private Carrier Affairs in writing within three (3) Business Days by the Carrier along with evidence of the completion of the disputed trip(s). Upon research and verification of the completion of the disputed trip(s), NJ TRANSIT Private Carrier Affairs will note the discrepancy and credit the Carrier for the completion of said trip(s). Trips that appear on the reports that are not disputed by the Carrier in writing within three (3) Business days of receipt of report will be considered as having been confirmed as missed by the Carrier, and are expected to be recorded on the Carrier's Daily Report of Operations, and will be assessed in accordance with the criteria above.
 - Assessments made for missed trips shall be automatically deducted by NJ TRANSIT from the Carrier's payments. Should the Carrier contest such assessments, an appeal shall be made pursuant to the dispute resolution provision in Part "C", Section 10 below.
- b. Driver Log-In Violations
 - Driver log-in violations will be assessed damages in the amount of \$75.00 per trip to include a) unauthorized logging into the system in "manual mode", b) failure to log in on the assigned service, and c) failure to log in due to unreported equipment malfunction.

- Logging into the system in “manual mode” should only occur when authorized by NJ Transit Private Carrier Affairs for reasons such as database discrepancies, timely reported equipment malfunctions, or system malfunctions out of the control of the Carrier. Additionally, the Carrier may authorize a driver to operate in “manual mode” for occasions when a rescue bus is dispatched to complete a run for a disabled bus, a driver is re-assigned or field dispatched to a piece of work not scheduled to be operated by that driver, or other field re-assignment(s) resulting from unforeseen service disruption(s). All such authorizations to use “Manual Mode” must be communicated timely by e-mail to NJ TRANSIT Private Carrier Affairs and are to be documented in detail on the Daily Report of Operations.
- Proper and timely logging in to the on-board vehicle service information system is required for all revenue service operations. Carrier must train all drivers in the proper use of the equipment and must ensure they are properly logged into their assigned work as required by NJ TRANSIT. Failure by the driver to log into the system when in service shall result in the damage assessment as described above.
- All on-board equipment must be checked to ensure it is operational prior to the driver departing the dispatch facility. Any equipment that is not operational must be reported to dispatch immediately. If there is a mechanical malfunction that prevents the driver from logging into the vehicle service information system as required, the vehicle, whenever

possible, should be reassigned and repaired prior to being used in service. NJ Transit Private Carrier Affairs must be notified in writing by e-mail immediately so repairs of the system can be scheduled. If putting that vehicle into an out of service state awaiting repairs causes a disruption of the service, the Carrier may authorize the driver to operate the run, notify NJ TRANSIT Private Carrier Affairs in writing, and document, in detail, the authorized operation of that vehicle on the Daily Report of Operations. Any trips made prior to the notification of the defect to NJ TRANSIT Private Carrier Affairs, may be subject to the driver log-in violation penalties as detailed above.

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

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

monthly payment until such report is received. Each month's payment will represent payment for the service provided by the Carrier during the preceding calendar month.

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

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

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

7. DRUG AND ALCOHOL TESTING: The Carrier shall establish, implement and maintain a drug and alcohol testing program that complies with 49 C.F.R. Parts 40 and 655, produce any documentation necessary to establish its compliance with Parts 40 and 655, and permit any authorized representative of the United States Department of Transportation or the FTA, the State of New Jersey, or NJ TRANSIT to inspect the facilities and records associated with the implementation of the drug and alcohol testing program required under 49 C.F.R. Parts 40 and 655 and to review the testing process. The Carrier further agrees to certify its compliance with 49 C.F.R. Parts 40 and 655 within thirty (30) calendar days of the execution of this Agreement and to submit the

FTA Alcohol and Drug Testing Management Information System (MIS) Data Collection Forms for each calendar year by February 28 to NJ TRANSIT's Senior Director of Private Carrier Affairs.

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

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

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

9. ROAD SUPERVISION: The Contracted Service must be supervised by the Carrier who shall monitor the Contracted Service with respect to schedule adherence, driver conformity to the Carrier's rules and regulations, driver adherence to the specified route, and accident investigations. Supervisors shall maintain data sheets

and shall file reports of their findings. Such data sheets and reports will be kept and made available to NJ TRANSIT during the term of this Agreement and for a period of one (1) year beyond termination of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PART B. EQUIPMENT LEASE FOR MOTOR BUS PASSENGER SERVICE

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

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

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

3. **TITLE: BUS MARKINGS:** NJ TRANSIT has caused, or will cause, the Equipment listed herein to be tendered to the Carrier at one (1) or more other locations

within New Jersey, and will furnish to the Carrier, as applicable, evidence of NJ TRANSIT's title to the Equipment. Title in the Equipment listed in **Exhibit E**, will at all times remain with NJ TRANSIT and the Equipment will be registered in the name of NJ TRANSIT during the entire term of the Equipment Lease. Also, each certificate of title for the Equipment, will remain in the name of NJ TRANSIT.

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

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

5. CONSIDERATION: NJ TRANSIT hereby leases to Carrier and Carrier hereby accepts the Equipment on a rent-free basis, the consideration between

NJ TRANSIT and the Carrier being the promises and benefits as arising out of this as provided for in Part "A" above, and in the entirety of this document.

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

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

8. **NJ TRANSIT USE DURING STRIKES AGAINST CARRIER:** In the event of a strike by the employees of the Carrier which results in the stoppage or disruption of the Contracted Service, NJ TRANSIT will have the right to operate the Contracted Service itself, or by way of a third party in place of the Carrier and to use any or all of the Equipment elsewhere in New Jersey while the Carrier is experiencing a strike or to have another carrier use the Equipment elsewhere on a short-term basis. In the event that any such contingencies occur, the use of the Equipment by NJ TRANSIT or by one (1) or more third parties will take place without the Carrier being entitled to, or otherwise being able to make claim for, compensation or damages. However, during such period, NJ TRANSIT will reasonably compensate the Carrier for NJ TRANSIT'S use of any of the Carrier's own purchased equipment, such as tires and tubes. However, if NJ TRANSIT operates the Contracted Service on behalf of the Carrier during a strike against the Carrier, the Carrier will not be entitled to any payment or compensation whatsoever during the period of such operation by NJ TRANSIT. If NJ TRANSIT leaves

the Equipment with the Carrier during a strike, the Carrier will continue to be fully responsible for the safety of the Equipment. No payment or compensation whatsoever will be due by NJ TRANSIT to the Carrier as a result of the operation of the Contracted Service by NJ TRANSIT on behalf of the Carrier.

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

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

The Carrier shall also pay all expenses, fees, charges, and taxes incurred in connection with the licensing, and registration of the Equipment, and all direct and indirect expenses in connection with the use and operation of the Equipment during the term of this Agreement, including, but not limited to, fuel, oil, grease, repairs, maintenance, insurance, and other such expenses.

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

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

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

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

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

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

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

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

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

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

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

The Carrier understands and agrees that maintaining each unit of Equipment in a state of good repair is an essential and material consideration of this Agreement.

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

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

15. ACCESSIONS: Any parts installed or replacements made by the Carrier on any unit of Equipment will be considered accessions to such unit and title thereto will be immediately vested in NJ TRANSIT, except that the Carrier will have the right to

install and remove from said Equipment Carrier-owned or rented items. When NJ TRANSIT recovers Equipment, as provided for elsewhere by this Agreement, NJ TRANSIT will have thirty (30) calendar days to remove, at the Carrier's expense, all Carrier-owned or rented items from each unit of Equipment, and then return such items to the Carrier at the Carrier's expense. NJ TRANSIT may request an arrangement between carriers and leasing companies that allows for the transfer of the lease or run-off of leased tires to become the responsibility of the subsequent operator of the Equipment.

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

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

17. LAWS AND REGULATIONS: The Carrier shall comply with all laws, regulations, requirements and rules with respect to the possession, use, maintenance, and operation of each unit of Equipment. In case any part of such unit shall be required to be changed or replaced, or in case any additional or other part is required to be installed on such unit in order to comply with such laws, regulations, requirements, and

rules, the Carrier agrees to make such changes, additions, or replacements. The Carrier agrees to maintain the Equipment in full compliance with such laws, regulations, requirements, and rules during the term of this Agreement.

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

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

1. INDEMNIFICATION: The Carrier shall have full control over the actual operation of the Contracted Service to be provided under this Agreement. To the fullest

extent permitted by Law, the Carrier, and each of their respective, affiliates, partners, officers, representatives, agents, employees, contractors, subcontractors (collectively, "Indemnifying Parties") shall defend, indemnify, protect, and save harmless the State of New Jersey, NJ TRANSIT, its subsidiaries, their respective Boards of Directors, officers, agents, and employees (collectively "Indemnified Parties") from and against any and all claims, suits, actions, demands or damages of whatsoever kind or nature arising out of or related to the performance of this Agreement , including, but not limited to, costs of investigation, court costs, counsel fees, settlements and judgments, and other costs or expenses incurred in connection with the defense of any actual or threatened action, proceeding or claim, or otherwise, brought because of any injuries, deaths, or damage received or sustained by any person, persons, or property on account of the operations of Carrier or its contractors, or because of any act, omission, neglect, or misconduct of Carrier or its contractors in the operations or performance of the work or services specified in this Agreement; or from any claims or amounts arising or recovered under the Worker's Compensation Act, or any other law, ordinance, order, or decree, or by reason of or arising out of: i) any component of the Contracted Service ii) any material misrepresentation by the Indemnifying Parties or breach by the Indemnifying Parties of any representation, warranty, covenant, agreement, or obligation of Indemnifying Parties made herein; iii) any negligence or omission of the Indemnifying Parties; iv) any violation of Law by the Indemnifying Parties; iv) any failure of any part of the Contracted Service ; v) any consequential, special, incidental, or indirect damages for which any of the Indemnified Parties, or anyone acting for or on their behalf, becomes liable; vi) a breach of this Agreement by the Indemnifying Parties; or vii) any incident involving (a) the failure to secure and maintain NJ Transit's buses in any of the Indemnifying Parties' possession,

custody or control, or for which Carrier is otherwise responsible, or (b) a compromise or disruption to a NJ Transit buses caused by or attributable to the Indemnifying Parties' acts or omissions.

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

Carrier hereby agrees that it shall assume and take over the investigation and defense thereof at the Carrier's sole cost and expense and assumes full

responsibility for liability arising out of its conduct and the conduct of its contractors whether by action or inaction. NJ TRANSIT assumes no liability or responsibility for the acts of the Carrier, its employees, agents, or contractors, by virtue of entering into this Agreement.

The Indemnifying Parties' obligation to indemnify, defend and hold harmless the Indemnified Parties may extend to instances where the Indemnified Parties may be liable for the Indemnifying Parties' negligence and may exist regardless of whether the Indemnified Parties are alleged or is determined to be liable due in part to its own concurrent or partial negligence of any claim.

2. INSURANCE:

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

a. Commercial General liability Insurance using ISO Occurrence Form CG0001 10/93 or equivalent. The policy shall provide a minimum amount of \$5,000,000 each occurrence, \$5,000,000 personal and advertising injury, \$5,000,000 per project general aggregate, and \$5,000,000 products completed operations aggregate. Coverage provided under this liability policy shall be on an occurrence basis and shall include, but not be limited to, bodily injury, include passengers, and property damage coverage, including products liability covering bodily injuries and property damage caused by defective products, design defects, manufacturer defects, and marketing defects, completed operations coverage, premises operations liability, blanket contractual liability, personal injury liability, advertising injury coverage, independent contractors' liability, mobile equipment, and cross liability and severability of interests clause. Additional insured endorsement at least as broad as ISO Form CG 20 10 11 85, together with CG 20 10, CG 20 26, CG 20 33, or CG 20

38; and CG 20 37 naming NJ TRANSIT, the State of New Jersey and the Indemnified Parties, and coverage must apply on a primary and non-contributory basis. The policies shall contain a waiver of subrogation in the benefit of the Indemnified Parties.

b. Commercial Automobile Liability Insurance in an ISO Form Number CA 00 01 covering any auto (Code 1) with a minimum of \$5,000,000 combined single limit for bodily injury and property damage. With respect to said insurance, NJ TRANSIT and the Indemnified Parties shall be named as an additional insured at no additional cost to NJ TRANSIT.

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

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

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

In the event of any loss, theft, damage or destruction of NJ TRANSIT owned Equipment, the Carrier shall promptly notify NJ TRANSIT and initiate the appropriate property damage claim(s) with its insurance carrier and/or third party on a timely basis. In all cases involving the loss, theft, damage, or destruction of NJ TRANSIT owned or leased Equipment, the decision regarding settlement amounts and terms

regarding property damage recovery shall be made by NJ TRANSIT as owner or lessee of the Equipment. The Carrier shall provide NJ TRANSIT with a status update of all pending claims regarding NJ TRANSIT owned or leased Equipment every thirty (30) days until the claim is settled, and restitution has been made to NJ TRANSIT for the loss of the Equipment. The Carrier hereby agrees that, in the event the Equipment is considered a total loss, NJ TRANSIT shall be the loss payee on all settlement payments involving NJ Transit owned or leased Equipment.

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

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

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

The foregoing insurance coverage is not intended to nor does it limit the liability of the Carrier to hold the Indemnified Parties harmless. All the insurance policies required to be maintained hereunder shall be primary and non-contributory and any insurance or self-insurance maintained by NJ Transit or any of the Indemnified Parties shall not contribute to any loss. Further, any self-insurance retention shall be evidenced and approved by NJ Transit. If approved, such self-insured retention and/or deductible maintained by Carrier, or its contracting parties, shall cover any

liability imposed upon the Carrier and its Affiliates with respect to the operations and obligations assumed by the Carrier. The Carrier represent that such deductible or retentions provide NJ TRANSIT and the Indemnified Parties with all rights and protections that would be provided by traditional independent insurance, including but not limited to, defense obligations that insurers are required to undertake under liability policies pursuant to the terms of this Agreement. If the Carrier carries higher limits than those required hereunder, or other coverages, those shall be made available to pay claims and provide defense.

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

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

3. NOTIFICATION: Any request, demand, authorizations, direction, notice, consent, waiver, report, or other document provided, permitted or required by this Agreement to be made upon, given, or furnished or filed with one party by another party will be in writing and will be delivered by hand, courier next day service, or by deposit in

the certified mails of the United States, postage prepaid, in an envelope addressed as follows:

If to NJ TRANSIT:

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

If to the Carrier:

**Contact Person of Carrier
Name of Carrier
Address of Carrier
City, State, Zip
E-Mail Address**

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

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

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

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

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

A.) Compliance with Regulations

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

B.) Nondiscrimination

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

C.) Equal Employment Opportunity

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

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

In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Carrier agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of the Project. The Carrier agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, sexual orientation, gender identity, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Carrier agrees to comply with any implementing requirements FTA may issue.

2.) Age

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

3.) Disabilities

In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Carrier agrees that it will comply with the

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

D.) The Carrier also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary, to identify the affected parties.

E.) Information and Reports

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

F.) Sanctions for Noncompliance

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

- 1.) Withholding of payments to the Carrier under the Contract until the Carrier complies; and/or
- 2.) Cancellation, termination, or suspension of the Contract, in whole or in part.

6. DISADVANTAGED BUSINESS ENTERPRISES: As an aid in meeting the

commitment of its Disadvantaged Business Enterprise (DBE) Program, NJ TRANSIT has assigned a **two and a half percent 2.5% Race Conscious DBE Goal** on the gross sum amount of the bid or contract for DBE subcontracting participation. All NJ Unified Certification Program (NJUCP) certified DBE firms, including suppliers, are eligible to participate in this contract. NJ TRANSIT's DBE Program is accorded the same priority as compliance with all other legal obligations required by the USDOT. The Carrier shall comply with the DBE Program requirements in the award and administration of NJ TRANSIT contracts. Failure by the Carrier to carry out these requirements shall constitute a breach of the Contract, which may result in the termination of the Contract or other such remedy, as NJ TRANSIT deems appropriate.

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

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

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

The Carrier shall make a good-faith effort to allocate at least **2.5% Race Conscious DBE Goal to Disadvantaged Business Enterprise (DBE) firms**. A monthly report (**RFP Appendix H, Form E**) must be submitted by the Carrier to NJ TRANSIT as a means for NJ TRANSIT to assess the Carrier's progress towards and attainment of said allocation goal. Carrier must further ensure the DBE subcontractor or vendor also submits its monthly report (**RFP Appendix H, Form E2**) to OBD on a timely basis. Reporting shall be pursuant to reporting requisites established by NJ TRANSIT. **AMERICANS WITH DISABILITIES ACT**: The parties to this Agreement do hereby agree that the provisions of the Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. §§ 12101 et seq.) (ADA) and the rules and regulations promulgated pursuant thereto (49 C.F.R. Part 37, Subpart G (49 C.F.R. 37.161 through 173), CFR part 38, Subpart B (49 C.F.R. 38.21 through 39), 49 C.F.R. 38.151 through 161 and 29 C.F.R. Part 1630 (29 C.F.R. 1630.1 through 16, and Appendix) are made part of this Agreement and are binding upon them. It is also understood by the parties that the Carrier shall indemnify, protect and save harmless the State of New Jersey, NJ TRANSIT, their respective directors, officers, agents and employees and each and every one of them against all suits, claims, penalties and costs of every kind and description to which NJ TRANSIT may be subjected to by the Carrier's failure to comply with the ADA and the rules and regulations promulgated pursuant thereto.

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

- a. Deploying a bus with an inoperable wheelchair lift, Kneeling System, Wheelchair Securement System and Public Address (PA) System;
- b. Bus operators not trained in the use of wheelchair lifts, Kneeling Systems, Wheelchair Securement Systems, and Public Address (PA) Systems;
- c. Inability to deploy vehicles due to wheelchair lift, Kneeling System, Wheelchair Securement System, and Public Address (PA) System inoperability;
- d. Operator failing to provide assistance to passengers with disabilities when requested;
- e. Operator failing to make bus announcements of major stops at intersections;
- f. Operator by passing a passenger with a disability; and
- g. Operator rudeness towards a passenger having a disability.

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

8. CONSCIENTIOUS EMPLOYEE PROTECTION ACT: The Carrier will be subject to the provisions of the New Jersey Conscientious Employee Protection Act, N.J.S.A. 34:19-1 et seq., which states that it is unlawful for an employer, whether public or private, to discharge, suspend or demote an employee when: a) the employee discloses, or threatens to disclose, to a supervisor or a public body, a policy, activity, or practice of the employer that the employee reasonably believes is unlawful; b) the

employee provides information to, or testifies before, a public body conducting an investigation or inquiring into the employer's violations of a law, rule, or regulation; or, c) the employee objects to, or refuses to participate in, any activity, policy, or practice which the employee reasonably believes is unlawful, fraudulent or criminal, or incompatible with a clear mandate of public policy concerning public health, safety, or welfare.

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

10. **DISPUTES:** Any and all disputes arising in the performance of this Agreement which are not resolved by mutual agreement of the parties will be decided by the NJ TRANSIT Senior Director of Private Carrier Affairs. The decision will be final and conclusive unless within ten (10) calendar days from the date of receipt of its copy of the decision, the Carrier mails or otherwise furnishes a written appeal to the NJ TRANSIT Chief of Procurement and Support Services. Such appeal must state with detail and specificity the facts and rationale for the disagreement with the decision made by the NJ TRANSIT Senior Director of Private Carrier Affairs. In connection with any such appeal, the Carrier shall, in the manner prescribed by, and at the discretion of, the Chief of Procurement and Support Services or their designee, be afforded an opportunity to be informally heard by the Chief of Procurement and Support Services or their designee, and to offer evidence in support of its position. Upon review of the papers by the Chief of Procurement and Support Services, or their designee, of the Carrier's appeal, the Chief of Procurement and Support Services or their designee shall

then make a final determination, which will constitute the agency's final decision on the matter. The New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq., shall govern any action which may be brought by the Carrier as a result of NJ TRANSIT's decision.

11. NON-ASSIGNMENT: The Carrier shall not assign any of its benefits or rights nor delegate any of its obligations, responsibilities, or duties under this Agreement. Any assignment made in contravention of this Section 11 will automatically, simultaneously and immediately terminate this Agreement.

12. ENTIRE AGREEMENT: This Agreement embodies the entire bus operating agreement and Equipment Lease/sublease between the parties. Notwithstanding the division of this Agreement into three (3) parts, this Agreement will be construed as one (1) indivisible document and it may not be modified or terminated, except as specifically provided herein.

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

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

13. REMEDIES NOT EXCLUSIVE; NON-WAIVER: The remedies in this Agreement provided in favor of NJ TRANSIT will not be deemed to be exclusive, but will

be cumulative, and will supplement and be in addition to all other remedies in NJ TRANSIT's favor existing at law or in equity or otherwise.

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

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

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

With regard to route or schedule changes, the NJ TRANSIT Senior Director of Private Carrier Affairs or his/her designee may, at any time by written order, make changes in the routes or schedules contained in attached Exhibits A and B. If any such Service Level Change causes an increase or decrease in the Contract Miles, hours of service, or peak hour bus requirements, an equitable adjustment will be made in the Agreement price. In the event that an adjacent Carrier currently under contract with NJ TRANSIT demonstrates an inability to successfully operate within the Standards of Service set forth in its contract, whether due to emergency causes, bankruptcy, contractual default, or any other reason NJ TRANSIT deems valid, NJ TRANSIT

reserves the right to transfer any or all unsupported work scope, including bus routes, to this Agreement. Within five (5) calendar days after receipt of the written Service Level Change, the Carrier shall provide NJ TRANSIT with a detailed statement of any objections it has to NJ TRANSIT's calculation of the change in Contracted Services miles, hours or peak bus requirements. Disagreements that cannot be resolved through negotiations will be resolved in accordance with the Section 10 of Part "C", "Disputes". Regardless of any disputes, the Carrier shall continue and proceed with the work ordered.

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

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

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

16. ACCIDENT AND INCIDENT REPORTS BY CARRIER: The Carrier shall promptly notify NJ TRANSIT in writing within twenty-four (24) hours of the occurrence of or receipt of any type of information or notice by the Carrier of any and all incidents, accidents, property damage, personal injury or death resulting in, or ultimately likely to result in, damage or claims exceeding five thousand dollars (\$5,000) to any property or to any person arising during the possession or operation of the Equipment during the provision of the Contracted Services or attendant activities under this Agreement. In the event of any loss, theft or destruction of the Equipment or damage thereto exceeding \$500 or exceeding the value of such Equipment, whichever is lower, the Carrier shall within forty-eight (48) hours of such loss, theft, destruction or damage, notify NJ TRANSIT both by telephone and in writing, and hold the Equipment and records available for inspection by NJ TRANSIT. Within fifteen (15) business days of the event, the Carrier shall advise NJ TRANSIT whether the Equipment can be repaired within one hundred-eighty (180) calendar days of the event. In all instances, the Carrier shall either repair the Equipment to the standard or condition required under this Agreement or, when equipment has been damaged to the point where it would be considered a "total loss", carrier will compensate NJ TRANSIT for the value of the equipment at the time of loss as provided by NJ TRANSIT's Vehicle Depreciation Table or The Official

Bus Blue Book by Bus Solution, whichever is higher and as described in Part C, Section 2 of this agreement. The Carrier shall also submit, by the seventh (7th) calendar day of each month, a report of any and all incidents, accidents and occurrences resulting in or, likely to result in any personal injury, death, or any property damage during the previous month, regardless of the dollar amount of damage or of actual or potential injury or death claims.

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

Consistent with N.J.S.A. 52:15C-14 and N.J.A.C. 17:44-2.2, the Carrier shall retain all contract records and permit the authorized representatives of NJ TRANSIT, the State of New Jersey, The Office of the State Comptroller, the USDOT, the FTA and the Comptroller General of the United States and their duly authorized representatives, such as Project Management Oversight (PMO), Integrity Oversight Monitors (IOM), etc. to inspect and audit all financial data, operational data and other records of the Carrier

including but not limited to disclosure forms, payment requests, change orders, invoices, certified payrolls, manifests, etc. relating to products, transactions or services provided under this Agreement including the performance of its designees from the date of the Advertisement of the RFP and for five (5) years after final payment under this Agreement has been made. The Carrier shall make documentation available with prompt access, which shall not be more than five (5) business days, to NJ TRANSIT, the State of New Jersey, the Office of the State Comptroller, the USDOT, the FTA, and the Comptroller of the United States and the duly authorized representatives of each upon written, which includes email, request to inspect and audit the documentation.

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

The Carrier further agrees to include in all its subcontracts hereunder a provision requiring the Subcontractor to keep all contract records and stating that NJ TRANSIT,

the State of New Jersey, the Office of the State Comptroller, USDOT, the FTA and the Comptroller General of the United States or any of their duly authorized representatives, such as Project Management Oversight (PMO), Integrity Oversight Monitor (IOM), etc. shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine pertinent books, documents, papers, and records of such subcontractor, involving transactions related to the Subcontractor. The term "Subcontractor" as used in this clause excludes (1) purchase orders not exceeding \$10,000 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

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

a. Compliance with Federal, State and Local Law

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

b. Changes to Federal Requirements

The Carrier shall at all times comply with all applicable Federal regulations, policies, procedures and directive, including without limitation those listed

directly or by reference in the Master Agreement between NJ TRANSIT and the FTA, as they may be amended or promulgated from time to time during the term of this Agreement. Carrier's failure to so comply shall constitute a material breach of this Agreement.

19. TERMINATION OF THE AGREEMENT FOR CONVENIENCE: NJ TRANSIT reserves the right to terminate this Agreement at any time for any reason, and at its sole discretion, without any further obligation remaining for NJ TRANSIT under this Agreement, upon giving the Carrier thirty (30) calendar days notice in writing. Termination by NJ TRANSIT, however, is also permitted at any time and without any advance notice whatsoever, as provided elsewhere in this Agreement.

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

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

20. TERMINATION OF THE AGREEMENT FOR CAUSE: NJ TRANSIT may terminate this Agreement in whole or part at any time if the Carrier has materially failed to comply with the terms of the Agreement. In the event of such failure, NJ TRANSIT may, at its sole discretion, (1) terminate the Agreement immediately with written notice to the Carrier citing the provision(s) of the Agreement for which the Carrier is in default or (2) notify the Carrier of the default and allow the Carrier the opportunity to cure its failure. Where NJ TRANSIT exercises its right to allow the Carrier to cure its failure, NJ TRANSIT will promptly give written notification to the Carrier of its intent to terminate and the reasons therefore. The Carrier shall have ten (10) business days, or such additional time as NJ TRANSIT may grant in its sole discretion, after receipt of notice to cure its failure. If failure is not cured to the satisfaction of NJ TRANSIT, the Carrier shall be held in breach of contract and the Agreement will be terminated (in whole or in part) effective immediately.

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

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

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

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

21. RETURN OF EQUIPMENT UPON EXPIRATION OR TERMINATION:

Upon the expiration of this Agreement or upon any termination of this Agreement, the Carrier's leasehold and any and all rights in the Equipment will simultaneously, immediately and automatically terminate. Any major cessation or stoppage of the Contracted Service by the Carrier as determined by NJ TRANSIT, or the termination of the Motor Bus Passenger Service Agreement between the Carrier and NJ TRANSIT shall result in simultaneous, immediate and automatic termination of this Equipment Lease/Sublease and the immediate return of the Equipment to NJ TRANSIT as provided hereunder. Immediately on or after the termination of this Agreement pursuant to any section hereof, at the request of NJ TRANSIT regarding any unit of Equipment, the Carrier will at its own cost and expense, at the request of NJ TRANSIT, deliver possession of such unit to NJ TRANSIT at any location within the State of New Jersey as NJ TRANSIT may designate within five (5) calendar days of receipt of such

designation in writing to the appropriate officer of the Carrier from NJ TRANSIT. In the absence of such designation, the Carrier shall permit NJ TRANSIT to store such Equipment in any location of the Carrier for a period not exceeding fourteen (14) calendar days at the risk of NJ TRANSIT; and thereafter, or at any time within such fourteen (14) day period, transport the same to any location within the State, all as directed by NJ TRANSIT. NJ TRANSIT, at its option, may take possession of the Equipment with its own agents, immediately upon termination of the Agreement. Upon Agreement termination, all rights of the Carrier to use the routes and to use and hold the leased Equipment will absolutely cease and terminate as though this Agreement had never been made. NJ TRANSIT, or its agents, may enter upon any premises where any of the Equipment may be situated and take possession of any and all such Equipment. Thereafter, NJ TRANSIT shall hold, possess, and enjoy the same, free from any right of the Carrier or its successors, to use the Equipment for any purposes whatsoever. After repossession of Equipment, NJ TRANSIT shall, nevertheless, have the right to recover from the Carrier any damages and expenses arising under this Agreement, including reasonable attorneys' fees.

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

21, will be payable to NJ TRANSIT immediately upon presentation of an invoice for such to Carrier and may be deducted from contract payments, withheld retainage or any other funds due to the Carrier by NJ TRANSIT.

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

23. SALE, TRANSFER, OR CONSOLIDATION OF CARRIER: If the Carrier is sold, transferred, merged, or consolidated during the term of this Agreement, such agreement shall be filed with NJ TRANSIT at least thirty (30) calendar days prior to the operation of NJ TRANSIT Equipment by the new, merged, or consolidated enterprise. NJ TRANSIT shall have the right to immediately terminate, without any advance notice, this Agreement upon such sale, transfer, merger or consolidation of the Carrier. Failure to file the aforesaid agreement by the Carrier will give NJ TRANSIT the right to immediately terminate this Agreement.

24. INSOLVENCY: This Agreement may be immediately terminated without advance notice at the election of NJ TRANSIT if the Carrier shall have filed a voluntary petition in bankruptcy; shall have made an assignment for the benefit of creditors; shall have been voluntarily or involuntarily adjudicated as bankrupt by any court of competent jurisdiction; or if a receiver shall have been appointed for the Carrier's business; or, if the Carrier shall have permitted or suffered any distress, attachment, levy, or execution

to be made or levied against any or all of the property of the Carrier. In the event that this Agreement will have been terminated under this Section 24, the Carrier will not thereby be released of any liability or obligation for its failure to make any payment or act in any manner required hereunder by the Carrier or for the Carrier's failure or inability to perform the terms, covenants, and conditions of this Agreement.

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

26. NJ TRANSIT CODE OF ETHICS FOR VENDORS

a. General

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

(2) This policy is based upon the principles established in the New Jersey Conflicts of Interest Law (N.J.S.A. 52:13 D-12 et seq.) and the regulations promulgated by the New Jersey State Ethics Commission thereunder, as well as the

Plain Language Guide to Ethical Business Conduct for Companies Transacting Business with the State of New Jersey, promulgated by the New Jersey Department of the Treasury.

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

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

b. NJ TRANSIT Code of Ethics for Vendors

(1) Gifts, Gratuities And Favors

(a) A Vendor shall not, either directly or indirectly, pay, offer to pay, or agree to pay any amount of money, fee, commission, compensation, gift, gratuity or other thing of value of any kind to any NJ TRANSIT Board Member or employee or to any member of their immediate family, or to any partnership, firm or corporation with which any such Board Member or employee is employed or associated, or in which (s)he has an interest within the meaning of N.J.S.A. 52:13D-13g.

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

and/or sporting events, wagers or other items or consideration. A Vendor may not "wine and dine" NJ TRANSIT Board Members, employees, or their immediate family.

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

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

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

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

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

(3) Business, commercial, or entrepreneurial relationship:

Whether or not pursuant to employment, contract or other agreement, expressed or implied, a Vendor shall not, directly or indirectly, undertake

any private business, commercial or entrepreneurial relationship with, or sell any interest in such Vendor to any NJ TRANSIT Board Member or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to NJ TRANSIT or with any person, firm or entity with which (s)he is employed or associated or in which (s)he has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to NJ TRANSIT's Chief Ethics Officer.

(4) General Standards:

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

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

(5) Protected/Confidential Information:

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

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

(6) Intellectual Property:

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

(7) Employment Offers:

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

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

(8) Failure to Comply:

A Vendor's failure to comply with this policy may result in termination of the contract or debarment pursuant to N.J.A.C. 16:72-5.2. Additionally,

violations of certain provisions of the Conflict of Interest Law are subject to a fine not to exceed \$1,000, or imprisonment not to exceed six months, or both.

27. MODIFICATION OF AGREEMENT

a. Notwithstanding the provisions of Section 14, of this Part C, Service Level Changes, the Contracted Service set forth in this Agreement may be reduced, modified or expanded within the scope of this Agreement by written Amendment executed by NJ TRANSIT and the Carrier.

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

b. Notwithstanding Paragraph A. above, the Contracting Officer may at any time, by written order, make changes within the general scope of this Agreement to the work to be performed by the Carrier. If any such change causes an increase or decrease in the estimated cost of, or the time required for, the performance of any part of the work under this Agreement, whether or not changed by the order, the Contracting Officer may make such adjustments as are appropriate and equitable and shall modify the Agreement in writing accordingly. Any claim by the Carrier for adjustment under this clause must be asserted within thirty (30) calendar days from the date of receipt by the Carrier of the notification of change; provided however, that the Contracting Officer, if he decides that the facts justify such action, may receive and act upon such claim asserted at any time prior to final payment under this Agreement. Failure to agree to any

adjustment shall be a dispute within the meaning of Section 10, Disputes. However, nothing in this clause shall excuse the Carrier from proceeding with the Agreement as changed.

c. No services for which an additional cost or fee will be charged by the Carrier shall be furnished without the prior express written authorization of the Contracting Officer or Senior Director of Private Carrier Affairs allowed by Section 14, Service Level Changes.

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

All additional or supplemental work authorized under this provision will be incorporated into the Agreement by Amendment pursuant to Section 27, of this Part C, MODIFICATION OF AGREEMENT. The Amendment will describe the additional or supplemental work with any associated cost changes.

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

obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

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

30. CLEAN AIR ACT, 42 U.S.C. 7401-7671Q, AND THE FEDERAL WATER POLLUTION CONTROL ACT, 33 U.S.C. 1251-1387, AS AMENDED: Carrier agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

31. FLY AMERICA REQUIREMENTS: The Carrier agrees to comply with 49 U.S.C. § 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 C.F.R. Part 301-10, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by

foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Carrier shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Carrier agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

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

33. PATENT RIGHTS AND RIGHTS IN DATA:

A.) Rights in Data

1.) The term "subject data" as used herein means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this Agreement. The term includes graphic or pictorial delineations in media such as drawings or photographs; text in

specifications or related performance or design-type documents; machine forms such as punched cards; magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to, computer software, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term does not include financial reports, cost analyses, and similar information incidental to contract administration.

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

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

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

which is incorporated in the work furnished under this Agreement;
and

b.) To authorize others so to do.

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

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

6.) Paragraphs 3 and 4, above, are not applicable to material furnished to the Carrier by NJ TRANSIT and incorporated in the work furnished under the Agreement; provided that such incorporated material is identified by the Carrier at the time of delivery of such work.

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

B.) Patent Rights

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

2.) If the Material or portions of the Material may be patented or copyrighted by others or are subject to other protection from use or disclosure, then the Carrier must grant or secure for NJ TRANSIT, a royalty-free perpetual license to use the Material for any purpose, without additional compensation. NJ TRANSIT shall have the right to use or

permit the use of Materials, and also any oral information received by NJ TRANSIT in connection with performance of the Scope of Services as set forth in **Appendix A** and any ideas or methods represented by such Materials, for any purposes and at any time without additional compensation.

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

substitutes for such product or affected portion thereof not subject to such injunction and not infringing any patent, copyright, trademark trade secret or other protection from use or disclosure, and if the Carrier shall fail to do so, the Carrier shall, at its expense, refund the cost of the offending product or portion thereof to NJ TRANSIT or take such steps as may be necessary to ensure compliance by NJ TRANSIT with such injunction, to the satisfaction of NJ TRANSIT.

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

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

34. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 40

U.S.C. 3701-3708: Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor/Carrier must be required to compute the wages of every mechanic and

laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

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

As applicable and when required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to

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

37. PROCUREMENT OF RECOVERED MATERIALS: As applicable, pursuant to 2 C.F.R. 200.323, the Carrier agrees to provide a preference for those products and services that conserve natural resources, protect the environment and are energy efficient by complying with and facilitating compliance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency's "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. Part 247.

38. USE OF RECOVERED MATERIALS (RCRA Requirements): The Carrier agrees to provide a preference for those products and services that conserve

natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

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

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

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

(1) For purposes of this section:

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

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

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

43. FEDERAL PROVISIONS RELATED TO CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

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

- (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology

Company (or any subsidiary or affiliate of such entities).

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

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

The Contractor agrees to extend this provision to its subcontractors.

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

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

46. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES:

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

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

Attachment A to this Agreement: RFP and Scope of Services

Attachment B to this Agreement: Cost Information

Attachment C to this Agreement: NJ TRANSIT Travel and Business Reimbursement Guidelines

Attachment D to this Agreement: DBE Requirements and Forms

Attachment E to this Agreement: Carrier's Certifications/Compliance Documents

Attachment F to this Agreement: Addenda

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

Witness:

NEW JERSEY TRANSIT CORPORATION

By: Jignasa Desai-McCleary
Chief, Procurement & Support Services

Witness:

CARRIER

By: Contact
Title

Date: _____

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

Andrew J. Bruck
Acting Attorney General of New Jersey

By: Deputy Attorney General

Date: _____

NEW JERSEY TRANSIT REQUEST FOR PROPOSAL

NO. 21-048A/B

**HUDSON COUNTY LOCAL BUS SERVICE
AND/OR
NORTH HUDSON LOCAL BUS SERVICE**

APPENDIX B

**TECHNICAL PROPOSAL PACKAGE
HUDSON COUNTY LOCAL BUS SERVICE**

- 2 Jersey City / Journal Square / Secaucus
- 84 North Bergen / Jersey City / Secaucus
- 88 North Bergen / Jersey City / Secaucus

NORTH HUDSON LOCAL BUS SERVICE

- 22 North Bergen / Union City / Hoboken
- 23 North Bergen / Weehawken – Port Imperial / Hoboken
- 86 Union City / Jersey City / Newport Mall
- 89 North Bergen / Hoboken

APPENDIX B

NJ TRANSIT

TECHNICAL PROPOSAL PACKAGE FOR

RFP NO. 21-048A/B

**HUDSON COUNTY LOCAL BUS SERVICE
AND / OR
NORTH HUDSON LOCAL BUS SERVICE**

COMPANY NAME: _____

PROPOSED SERVICE: _____

Date Submitted: _____

TECHNICAL PROPOSAL PACKAGE

TABLE OF CONTENTS

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Instructions.....	1-2
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Insurance Expenses.....	4
Company Information	5-7
Garage Facilities.....	8-10
Operating Information.....	11-15

**TECHNICAL PROPOSAL PACKAGE RFP
NO. 21-048A/B
HUDSON COUNTY LOCAL BUS SERVICE
AND / OR
NORTH HUDSON LOCAL BUS SERVICE**

Contract Name: _____

Company Name: _____

Company Address: _____

Executive Officer: _____

Contact Person: _____

Telephone Number: _____

E-Mail Address: _____

INSTRUCTIONS:

GENERAL:

- All forms included, and/or requested in the Proposal package must be submitted by the Carrier when responding to the RFP in accordance with RFP Section E.6. The Proposal package must address completely all items requested in the RFP. These items do not limit the size or content of the Proposal package.
- **Proposals which do not comply with all of the requirements of the RFP, may be rejected by NJ TRANSIT as non-responsive.**
- A Secure File Transfer Site (SFTS) tool via Microsoft OneDrive is being utilized to provide a secure method for facilitating file transfers from outside parties. The Technical Proposals, Cost Proposals and Certifications shall be uploaded separately to the provided Microsoft OneDrive link.

TECHNICAL PROPOSAL MUST UPLOADED IN A SEPARATE FILE FROM THE COST PROPOSAL PACKAGE.

UNDERSTANDING OF THE SERVICE TO BE PROVIDED:

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

- The Carrier should provide the information requested on Pages 8-10 concerning the Garage Facilities. The Carrier may add any additional information to this form that it feels provides a better understanding of the facilities to be provided.
- The Carrier should maintain adequate staffing levels to operate the proposed service.

EXPERIENCE AND QUALIFICATIONS OF THE COMPANY IN PROVIDING LOCAL TRANSIT SERVICE:

The purpose of this section is to ascertain and evaluate the experience and qualifications of the company in providing local transit service.

- The Carrier must supply evidence of having successfully operated service of a similar nature to those described in the RFP and must provide a description of its ability to provide such services (complete Pages 11-14).
- The Carrier must provide a minimum of **three (3) credit references;** to include at least one (1) reference from a bank which indicates the Carrier's credit worthiness and one (1) reference from the transit industry.
- The Carrier must provide a list of all other companies or agencies that it or any of its affiliates provided contract bus service to during the past five (5) years. Said list must include a description of the service and the name and telephone number of a contact person at that agency.
- The Carrier must provide at least **three (3) trade references** from major suppliers such as fuel, parts, insurance, etc. References should include the number of years associated, credit terms extended, etc.

PROPOSED PERSONNEL

Job Title	Number of Employees	Union (Y/N) Name & Local #	# of Hours per week	Overtime Eligible Y/N
TRANSPORTATION PERSONNEL:				
MAINTENANCE PERSONNEL:				
TOTAL				
FACILITY GARAGE PERSONNEL:				
TOTAL				
ADMINISTRATIVE PERSONNEL:				
TOTAL				
Total Number of Employees:				

Total number of peak vehicles necessary to operate service: _____, spares: _____

INSURANCE EXPENSES

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

TYPE OF COVERAGE	INSURANCE CARRIER
BUS LIABILITY (Include All Layers of Coverage)	
BUS PHYSICAL DAMAGE	
OTHER VEHICLE LIABILITY	
GENERAL LIABILITIES	
WORKERS COMPENSATION	

**COMPANY INFORMATION
(CONTINUED)**

4. PROVIDE THE FOLLOWING REFERENCES:

- a. Bank(s) (detailing years of association and credit worthiness)
- b. Trade (three references from major suppliers including years of association and current credit terms)
- c. Transit Industry (regarding previously contracted work, chartered work or any other transportation services)

5. List all relevant facts concerning LEGAL PROCEEDINGS AGAINST the company/affiliates as required by the Request for Proposal (attach additional sheets if necessary). All written complaints and lawsuits alleging discrimination must be listed separately.

6. List all relevant facts concerning CRIMINAL CONVICTIONS AGAINST company/affiliate officers or executives as required by the Request for Proposal (attach additional sheets if necessary).

7. List all relevant facts concerning LEGAL PROCEEDINGS BY the company/affiliates against others as required by the request for Proposal (attach additional sheets if necessary).

**COMPANY INFORMATION
(CONTINUED)**

8. Attach current copy of Certificate of Operating Authority (STB, DOT) that evidences your authority to operate this service. Also, attach a copy of the most recent U.S. DOT Safety Compliance Inspection, showing a satisfactory rating.
9. Attach most recent audited financial statement for operating company (if newly formed venture, attach audited financial statement pertaining to parent company).
10. Proposals shall include a copy of the Carrier's existing policy addressing employee drug and alcohol testing and copies of the Carrier's FTA or FHWA (Federal Highway Administration) drug and alcohol testing MIS Data Collection Forms for the most recent period completed.
11. Provide information relative to the completion of the DBE Goal assigned to this contract. This information must be submitted for each DBE the Carrier plans on using and reporting for the duration of the contract. Include the following:
 - Name of Company
 - Address of Company
 - Products or services provided by the company
 - Contact person with phone number and e-mail address
 - Title or position of contact person

Additionally, include partially completed DBE forms A, A1, A2, B, C, and D of Appendix H (without the dollar values) with the Technical Proposal. **The fully completed DBE forms must be included with the Cost Proposal.**

12. A 2.5% Race Conscious Disadvantaged Business Enterprise(DBE) goal has been assigned to this Contract.
13. The Carrier should submit with its Proposal the Business Registration Certificates for all team members, but no later than the date of Contract award.

GARAGE FACILITIES

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

1. Address and location of garage:

2. State whether garage is owned or leased (if leased, provide name and address of owner and attach hereto a copy of current lease).

3. State size of facility area (inside and outside), including storage and parking capacity.

4. Include site drawing denoting: maintenance work area(s), washing and servicing area(s), fueling area(s), vaulting area(s), dispatch area(s), driver's rest area(s), locker area(s), administrative area(s), and storage/parking areas.

5. Describe the security systems, barriers and procedures that are in place to maintain the integrity of funds, vehicles, and equipment for both the outside grounds and facility.

**GARAGE FACILITIES
(CONTINUED)**

6. Total number of work-stalls (work-bays) _____
(Includes work-stalls with pits or lifts)

6a. Number of pits: _____

6b. Number and type of lifts:

7. Describe washing and cleaning equipment and facilities:

8. List number of fuel tanks, capacity and location:

9. Describe system for handling bulk fluid storage, means, capacities and disposal procedures:

10. List and describe:
(1) Indoor bus storage area-capacity;
(2) Driver locker room facilities and capacity; and,
(3) Lost and found procedures (reporting, securing and reclamation):

**GARAGE FACILITIES
(CONTINUED)**

11. Describe safety procedures in effect:

12. Describe fire protection system and procedures in effect:

13. State whether other operations utilize your garage facilities (include name and copy of service agreement, if any): Indicate the number of buses operating out of the garage for each company.

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

**OPERATING INFORMATION
(CONTINUED)**

3. List all types of maintenance work to be performed by an outside contractor, or to be performed by the parent/affiliate company at a facility different from the proposed site:

4. Provide a complete description of the preventive maintenance procedures for the vehicles that will be utilized in the operation of this service. Include scope of work to be performed, service intervals, inspection procedures, handling of daily defects, road failures and maintenance record keeping. **Include full size copies of all applicable forms and documents.** Describe in detail how the forms are used, including mileage, time intervals, oil analysis intervals and procedures, and handling of deferred work. (Refer to Exhibit J of RFP No. 21-048 - Maintenance Standards & Requirements)

5. Provide a separate preventive maintenance program for the vehicle air conditioning systems that meets or exceeds NJ Transit's and the manufacturers recommended or specified preventive maintenance program. This will include a sample inspection form, which will detail how it is used, and include: mileage intervals and deferred work categories.

**OPERATING INFORMATION
(CONTINUED)**

6. Provide a vehicle cleaning schedule and sample inspection form. The schedule and inspection form will show what operations are performed on a daily, weekly and monthly basis.

7. Provide a description of the program to be utilized to inspect (including driver and maintenance staff inspections) to maintain the Revenue Collection Equipment which will be used in the operation of this service. Also describe the control procedures that will be used to ensure the accuracy of Farebox & Revenue System information and to monitor ridership & revenue on this service.

8. A summary of the training/experience of the maintenance personnel should be included with the Proposal, ASE (Automotive Service Excellence) certification of the maintenance personnel in the pertinent areas is recommended.

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

**OPERATING INFORMATION
(CONTINUED)**

10. Fuel Costs:

Cost Per Gallon: FY 2022: _____
(net of taxes) FY 2023: _____
FY 2024: _____
FY 2025: _____
FY 2026: _____
FY 2027: _____
FY 2028: _____
FY 2029: _____

Projected Number of Gallons: FY 2022: _____
(diesel) FY 2023: _____
FY 2024: _____
FY 2025: _____
FY 2026: _____
FY 2027: _____
FY 2028: _____
FY 2029: _____

Projected Miles Per Gallon: FY 2022: _____
FY 2023: _____
FY 2024: _____
FY 2025: _____
FY 2026: _____
FY 2027: _____
FY 2028: _____
FY 2029: _____

14. The Appendices listed below shall be completed and included with the Proposer's Technical Proposal:

- Appendix D - Certification of Contracts, Grants, Loans & Cooperative Agreements (Byrd Anti-Lobbying Certification)
- Appendix E - Department of Transportation Title VI Assurance
- Appendix F - Acknowledgement of Receipt of Addenda
- Appendix G - Intent to Propose Form
- Appendix H - NJ TRANSIT Corporation's DBE Requirements for Race-Conscious Federal Procurement Activities
- Appendix I - Certification of No Tax Liability or Felony Conviction
- Appendix J - Ownership Disclosure Form
- Appendix K - Intentionally Left Blank
- Appendix L - Affidavit of Compliance with NJ TRANSIT's Code of Ethics for Vendors and State of New Jersey Ethics Laws
- Appendix M - Disclosure of Investment Activities in Iran Form
- Appendix N - Non-Collusion Affidavit
- Appendix O - Contractor's Certification of Eligibility
- Appendix P - Source Disclosure Form
- Appendix Q - Statement of Joint Venture for Professional Services
- Appendix S - FTA Civil Rights Assurance
- Appendix T - Certification of Lower Tier Participant Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion
- Appendix U - Certification Regarding Lobbying

NEW JERSEY TRANSIT REQUEST FOR PROPOSAL

NO. 21-048A/B

**HUDSON COUNTY LOCAL BUS SERVICE
AND/OR
NORTH HUDSON LOCAL BUS SERVICE**

APPENDIX C

**COST PROPOSAL PACKAGE
HUDSON COUNTY LOCAL BUS SERVICE**

2	Jersey City / Journal Square / Secaucus
84	North Bergen / Jersey City / Secaucus
88	North Bergen / Jersey City / Secaucus

NORTH HUDSON LOCAL BUS SERVICE

22	North Bergen / Union City / Hoboken
23	North Bergen / Weehawken – Port Imperial / Hoboken
86	Union City / Jersey City / Newport Mall
89	North Bergen / Hoboken

APPENDIX C

NJ TRANSIT

**HUDSON COUNTY LOCAL BUS SERVICE
AND / OR
NORTH HUDSON LOCAL BUS SERVICE**

COST PROPOSAL PACKAGE FOR

RFP NO. 21-048A/B

CONTRACT NAME: _____

COMPANY NAME: _____

DATE SUBMITTED: _____

**COST PROPOSAL PACKAGE
RFP NO. 21-048A/B
HUDSON COUNTY LOCAL BUS SERVICE
AND / OR
NORTH HUDSON LOCAL BUS SERVICE**

Company Name: _____

Company Address: _____

Executive Officer: _____

Contact Person: _____

Telephone Number: _____

INSTRUCTIONS:

GENERAL:

All forms included, and/or requested in the Proposal package must be submitted by the Carrier when responding to the RFP in accordance with RFP Section E.6. The Proposal package must address completely all items requested in the RFP. These forms do not limit the size or content of the Proposal package.

A Secure File Transfer Site (SFTS) tool via Microsoft OneDrive is being utilized to provide a secure method for facilitating file transfers from outside parties. The Technical Proposals, Cost Proposals and Certifications shall be uploaded separately to the provided Microsoft OneDrive link.

COST PROPOSAL MUST BE UPLOADED IN A SEPARATE FILE FROM THE TECHNICAL PROPOSAL PACKAGE.

**REQUEST FOR PROPOSALS
COST PROPOSAL PACKAGE
INSTRUCTIONS**

1. Required Information and Forms

The following forms and information are required to be submitted as part of the Cost Proposal:

- Proposal Certification Form
- Statement of Proposed Costs Form
- Proposed Personnel Form
- Union Information Form
- Copy of Union Agreement(s)
- Insurance Expense Form
- Quote(s) from Insurance Agent
- Fuel Expense for Revenue Vehicles Form
- Detailed Supporting Schedule(s) for Fringe Benefits Expenses
- **Fully Completed** DBE Forms A, A1, A2, B, C, and D of Appendix H.

2. Statement of Proposed Costs Form

The Fringe Benefits expense account for each classification of labor includes all employment taxes (e.g., FICA, unemployment, disability), insurance, and benefit costs.

The reference in the "TYPE" column on the Statement of Proposed Costs indicates whether the expense account is considered a Cost per Hour(H), Cost per Mile(M), or Other Cost(O).

Summarize the proposed expenses by "TYPE" on the Summary of Proposed Costs on the bottom of the last page of the Statement of Proposed Costs Form.

Labor costs: when projecting labor costs, the Carrier should anticipate the wage rates to be in effect for the full contract period and should use these anticipated wage rates in the projections. Under no circumstances will adjustments be made to the contract for higher than anticipated labor rates.

3. Proposal Certification Form

The Supplemental Statistics (RFP - Exhibit C) and the Statement of Proposed Costs are the source documents for the information required on the Proposal Certification Form. The annual Contract Hours and Miles are supplied in Exhibit C to the RFP.

Calculate the Bid Cost per Contract Hour for each contract period by dividing the Hourly Costs amount by period from the Summary of Proposed Costs on the Statement of Proposed Costs Form. Round the resulting amount to two digits (\$x.xx with \$0.045 or higher becoming \$0.05). These Bid Cost per Contract Hour rates are utilized to calculate the Total Cost Bid and will be utilized to determine the payments throughout the duration of the contract.

Calculate the Bid Cost per Contract Mile for each contract period by dividing the Mileage Costs amount by period from the Summary of Proposed Costs on the Statement of Proposed Costs Form. Round the resulting amounts to two digits (\$x.xx with \$0.045 or higher becoming \$0.05). These Bid Cost per Contract Mile rates are utilized to calculate the Total Cost Bid and will be utilized to determine the payments throughout the duration of the contract.

To complete the Total Bid Cost schedule, calculate the Hourly Costs and Mileage Costs amounts for each contract period by multiplying the Annual Contract Hours times the Bid Cost per Contract Hour and the Annual Contract Miles times the Bid Cost per Contract Mile, respectively. Round the resulting amounts to whole dollars. The amounts for Other Costs are from the Summary of Proposed Costs on the Statement of Proposed Costs Form. Please note that the total amounts on this Total Bid Cost schedule may differ from the totals on the Statement of Proposed Costs Form.

Add the amounts in each column for the Total Proposed Cost for each contract period and add across to the Total Proposed Costs Form.

Complete the information required in the certification section at the bottom of the form, including the signature of an authorized official of the company.

NEW JERSEY TRANSIT REQUEST FOR PROPOSAL

NO. 21-048A

APPENDIX C-1

COST PROPOSAL PACKAGE

HUDSON COUNTY LOCAL BUS SERVICE

2	Jersey City / Journal Square / Secaucus
84	North Bergen / Jersey City / Secaucus
88	North Bergen / Jersey City / Secaucus

COMPANY NAME: _____

**RFP No. 21-048 - A
PROPOSAL PACKAGE
PROPOSAL CERTIFICATION FORM**

Service Area: Hudson County Local Bus Service
Route Nos.: 2, 84, 88

OPERATING STATISTICS	Option Period #1				Option Period #2				TOTALS		
	June 26, 2022 June 30, 2022	July 1, 2022 June 30, 2023	July 1, 2023 June 30, 2024	July 1, 2024 June 21, 2025	June 22, 2025 June 30, 2025	July 1, 2025 June 30, 2026	July 1, 2026 June 19, 2027	June 20, 2027 June 30, 2027		July 1, 2027 June 30, 2028	July 1, 2028 June 23, 2029
PEAK VEHICLE REQUIREMENT	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
PAY HOURS (INCLUDING DEADHEAD)	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
COST PER HOUR (INCLUDING DEADHEAD)	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
CONTRACT HOURS (PROVIDED BY NJT)	1,431.17	101,600.12	101,464.49	99,018.23	2,425.33	101,443.56	98,369.41	3,074.15	101,865.14	99,363.57	710,055.17
BID COST PER CONTRACT HOUR (ROUNDED TO 2 Decimals)	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
TOTAL MILES (INCLUDING DEADHEAD)	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
COST PER MILE (INCLUDING DEADHEAD)	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
CONTRACT MILES (PROVIDED BY NJT)	10,717.65	759,704.28	758,766.89	740,445.72	18,156.34	758,602.06	735,596.48	23,005.58	761,799.91	743,035.17	5,309,830.08
BID COST PER CONTRACT MILE (ROUNDED TO 2 Decimals)	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
NUMBER OF DAYS (PROVIDED BY NJT)	5	365	366	356	9	365	354	11	366	358	2,555
COST PER DAY	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____

TOTAL COST BID											
HOURLY COSTS (IN U.S. DOLLARS)	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
MILEAGE COSTS (IN U.S. DOLLARS)	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
OTHER COSTS (IN U.S. DOLLARS)	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
TOTAL PROPOSED COST (IN U.S. DOLLARS)	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____

The Carrier, by completion of this proposal package, certifies that he has reviewed the enclosed Request for Proposal and agrees the above Proposal Price is the cost to NJ TRANSIT for supplying the service as specified therein, and also certifies that he is authorized to obligate his company to provide the services as specified in the enclosed proposal documents.

Type or Print Name	Type or Print Name	Address
_____	_____	_____
Title	Date	Phone Number
_____	_____	_____
Firm	_____	

FUEL EXPENSE FOR REVENUE VEHICLES

	<u>PROJECTED # OF MILES PER GALLON</u>	<u>PROJECTED COST PER GALLON</u>	<u>PROJECTED TOTAL # OF GALLONS</u>	<u>PROJECTED TOTAL FUEL EXPENSE</u>
June 26, 2022 through June 30, 2022				
July 1, 2022 through June 30, 2023				
July 1, 2023 through June 30, 2024				
July 1, 2024 through June 21, 2025				

Option Period # 1

June 22, 2025 through June 30, 2025				
July 1, 2025 through June 30, 2026				
July 1, 2026 through June 19, 2027				

Option Period # 2

June 20, 2027 through June 30, 2027				
July 1, 2027 through June 30, 2028				
July 1, 2028 through June 23, 2029				

RFP No. 21-048 - A

COMPANY NAME: _____

INSURANCE EXPENSE **A QUOTE FROM AN INSURANCE AGENT MUST BE INCLUDEE AS AN ATTACHMENT TO THIS COMPLETED FORM**

TYPE OF COVERAGE	INSURANCE CARRIER	PREMIUM	PERIOD COVERED	ANNUAL COST
TRANSPORTATION EXPENSES				
General Liability				
FACILITY GARAGE EXPENSES				
Property & Injury				
Property Damage				
ADMINISTRATIVE AND GENERAL EXPENSES				
Workman's Compensation				
TOTAL				

COMPANY NAME: _____

<u>PROPOSED PERSONNEL</u>														
JOB TITLE	NUMBER EMPLOYEES	UNION Y/N UNION NAME LOCAL NUMBER	NUMBER OF HOURS PER WEEK	OVERTIME ELIGIBLE Y/N	Option Period #1				Option Period #2					
					PROPOSED WAGES \$\$	PROPOSED WAGES \$\$	PROPOSED WAGES \$\$	PROPOSED WAGES \$\$	PROPOSED WAGES \$\$	PROPOSED WAGES \$\$	PROPOSED WAGES \$\$	PROPOSED WAGES \$\$		
					06/26/22	07/01/22	07/01/23	07/01/24	06/22/25	07/01/25	07/01/26	06/20/27	07/01/27	07/01/28
					06/30/22	06/30/23	06/30/24	06/21/25	06/30/25	06/30/26	06/19/27	06/30/27	06/30/28	06/23/29
FACILITY GARAGE PERSONNEL														
<i>TOTAL</i>														
ADMINISTRATIVE PERSONNEL														
<i>TOTAL</i>														
TOTAL NUMBER OF EMPLOYEES														

NEW JERSEY TRANSIT REQUEST FOR PROPOSAL

NO. 21-048B

APPENDIX C-2

COST PROPOSAL PACKAGE

NORTH HUDSON LOCAL BUS SERVICE

- | | |
|----|--|
| 22 | North Bergen / Union City / Hoboken |
| 23 | North Bergen / Weehawken – Port Imperial / Hoboken |
| 86 | Union City / Jersey City / Newport Mall |
| 89 | North Bergen / Hoboken |

COMPANY NAME: _____

**RFP No. 21-048 - B
PROPOSAL PACKAGE
PROPOSAL CERTIFICATION FORM**

Service Area: North Hudson Local Bus Service
Route Nos.: 22, 23, 86, 89

OPERATING STATISTICS	Option Period #1				Option Period #2				TOTALS		
	June 26, 2022 June 30, 2022	July 1, 2022 June 30, 2023	July 1, 2023 June 30, 2024	July 1, 2024 June 21, 2025	June 22, 2025 June 30, 2025	July 1, 2025 June 30, 2026	July 1, 2026 June 19, 2027	June 20, 2027 June 30, 2027		July 1, 2027 June 30, 2028	July 1, 2028 June 23, 2029
PEAK VEHICLE REQUIREMENT	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
PAY HOURS (INCLUDING DEADHEAD)	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
COST PER HOUR (INCLUDING DEADHEAD)	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
CONTRACT HOURS (PROVIDED BY NJT)	926.34	64,301.83	64,503.15	62,782.67	1,603.40	64,386.07	62,422.89	1,976.72	64,557.69	63,086.41	450,547.17
BID COST PER CONTRACT HOUR (ROUNDED TO 2 Decimals)	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
TOTAL MILES (INCLUDING DEADHEAD)	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
COST PER MILE (INCLUDING DEADHEAD)	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
CONTRACT MILES (PROVIDED BY NJT)	5,521.05	390,758.66	390,490.06	380,808.80	9,423.04	390,231.84	378,495.60	11,852.22	391,941.80	382,281.61	2,731,804.68
BID COST PER CONTRACT MILE (ROUNDED TO 2 Decimals)	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
NUMBER OF DAYS (PROVIDED BY NJT)	5	365	366	356	9	365	354	11	366	358	2,555
COST PER DAY	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____

TOTAL COST BID											
HOURLY COSTS (IN U.S. DOLLARS)	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
MILEAGE COSTS (IN U.S. DOLLARS)	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
OTHER COSTS (IN U.S. DOLLARS)	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
TOTAL PROPOSED COST (IN U.S. DOLLARS)	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____

The Carrier, by completion of this proposal package, certifies that he has reviewed the enclosed Request for Proposal and agrees the above Proposal Price is the cost to NJ TRANSIT for supplying the service as specified therein, and also certifies that he is authorized to obligate his company to provide the services as specified in the enclosed proposal documents.

Type or Print Name	Type or Print Name	Address
Title	Date	Phone Number
Firm		

FUEL EXPENSE FOR REVENUE VEHICLES

	<u>PROJECTED # OF MILES PER GALLON</u>	<u>PROJECTED COST PER GALLON</u>	<u>PROJECTED TOTAL # OF GALLONS</u>	<u>PROJECTED TOTAL FUEL EXPENSE</u>
June 26, 2022 through June 30, 2022				
July 1, 2022 through June 30, 2023				
July 1, 2023 through June 30, 2024				
July 1, 2024 through June 21, 2025				

Option Period # 1

June 22, 2025 through June 30, 2025				
July 1, 2025 through June 30, 2026				
July 1, 2026 through June 19, 2027				

Option Period # 2

June 20, 2027 through June 30, 2027				
July 1, 2027 through June 30, 2028				
July 1, 2028 through June 23, 2029				

RFP No. 21-048 - B

COMPANY NAME: _____

INSURANCE EXPENSE

A QUOTE FROM AN INSURANCE AGENT MUST BE INCLUDED AS AN ATTACHMENT TO THIS COMPLETED FORM

TYPE OF COVERAGE	INSURANCE CARRIER	PREMIUM	PERIOD COVERED	ANNUAL COST
TRANSPORTATION EXPENSES				
General Liability				
FACILITY GARAGE EXPENSES				
Property & Injury				
Property Damage				
ADMINISTRATIVE AND GENERAL EXPENSES				
Workman's Compensation				
TOTAL				

NEW JERSEY TRANSIT REQUEST FOR PROPOSAL

NO. 21-048A/B

**HUDSON COUNTY LOCAL BUS SERVICE
AND/OR
NORTH HUDSON LOCAL BUS SERVICE**

APPENDIX D

**CERTIFICATION OF CONTRACTS, GRANTS, LOANS & COOPERATIVE
AGREEMENTS (Byrd Anti-Lobbying Certification)
HUDSON COUNTY LOCAL BUS SERVICE**

2 Jersey City / Journal Square / Secaucus
84 North Bergen / Jersey City / Secaucus
88 North Bergen / Jersey City / Secaucus

NORTH HUDSON LOCAL BUS SERVICE

22 North Bergen / Union City / Hoboken
23 North Bergen / Weehawken – Port Imperial / Hoboken
86 Union City / Jersey City / Newport Mall
89 North Bergen / Hoboken

APPENDIX D

NEW JERSEY TRANSIT CORPORATION

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS
AND COOPERATIVE AGREEMENTS (Byrd Anti-Lobbying Certification)**

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Authorized Official

Print Name

Title

Firm

Date

NEW JERSEY TRANSIT REQUEST FOR PROPOSAL

NO. 21-048A/B

**HUDSON COUNTY LOCAL BUS SERVICE
AND/OR
NORTH HUDSON LOCAL BUS SERVICE**

APPENDIX E

**DEPARTMENT OF TRANSPORTATION TITLE VI ASSURANCE
HUDSON COUNTY LOCAL BUS SERVICE**

2	Jersey City / Journal Square / Secaucus
84	North Bergen / Jersey City / Secaucus
88	North Bergen / Jersey City / Secaucus

NORTH HUDSON LOCAL BUS SERVICE

22	North Bergen / Union City / Hoboken
23	North Bergen / Weehawken – Port Imperial / Hoboken
86	Union City / Jersey City / Newport Mall
89	North Bergen / Hoboken

APPENDIX E

DEPARTMENT OF TRANSPORTATION TITLE VI ASSURANCE

The _____ (hereinafter referred to as the "Contractor") HEREBY AGREES THAT as a condition to receiving any Federal financial assistance from the Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Contractor receives Federal financial assistance from the Department of Transportation, including _____, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) of the Regulations.

More specifically and without limiting the above general assurance, the Contractor hereby gives the following specific assurances with respect to its _____:

1. That of the Contractor agrees that each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.
2. That the Contractor shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all _____ and, in adapted form in all proposals for negotiated agreements:

The _____, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race,

color, or national origin in consideration for an award.

3. That the Contractor shall insert the clauses of Appendix A of this assurance in every contract subject to this Act and the Regulations.
4. That the Contractor shall insert the clauses of Appendix B of this assurance, as covenant running with the Land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
5. That where the Contractor receives Federal financial assistance to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
6. That where the Contractor receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.
7. That the Contractor shall include the appropriate clauses set forth in Appendix C of this assurance, as a covenant running with the Land, in any future deeds, leases, permits, licenses, and similar agreements enter into by the Contractor with other parties: (a) for the subsequent transfer of real property acquired or improved under _____; and (b) for the construction or use of or access to space on, over, or under real property acquired, or improved under _____.
8. That this assurance obligates the Contractor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Contractor or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Contractor retains ownership or possession of the property.
9. The Contractor shall provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other Contractors, subgrantees, contractor, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.
10. The Contractor agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Contractor by the Department of Transportation under the _____ and is binding on it, other Contractors, subgrantees, contractors, subcontractors, transferees, successors in interest and other participants in the _____. The person or persons whose signature appear below are authorized to sign this assurance on behalf of the Contractor.

DATED: _____

(Name of Contractor)

By:

(Signature of Authorized Official)

NEW JERSEY TRANSIT REQUEST FOR PROPOSAL

NO. 21-048A/B

**HUDSON COUNTY LOCAL BUS SERVICE
AND/OR
NORTH HUDSON LOCAL BUS SERVICE**

APPENDIX F

**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA
HUDSON COUNTY LOCAL BUS SERVICE**

2	Jersey City / Journal Square / Secaucus
84	North Bergen / Jersey City / Secaucus
88	North Bergen / Jersey City / Secaucus

NORTH HUDSON LOCAL BUS SERVICE

22	North Bergen / Union City / Hoboken
23	North Bergen / Weehawken – Port Imperial / Hoboken
86	Union City / Jersey City / Newport Mall
89	North Bergen / Hoboken

APPENDIX F

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

Proposers are required to acknowledge receipt of all Addenda issued prior to the Proposal due date. This acknowledgment is made by the Proposer, if an individual; by a partner, if a partnership or limited liability partnership; or by an officer of the corporation, if a corporation; or by a member, if a limited liability corporation.

The undersigned acknowledges receipt of the following Addenda.

<u>Addendum Number</u>	<u>Date</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

By: _____
Signature of Company Official

Official's Title

Company Name

NEW JERSEY TRANSIT REQUEST FOR PROPOSAL

NO. 21-048A/B

**HUDSON COUNTY LOCAL BUS SERVICE
AND/OR
NORTH HUDSON LOCAL BUS SERVICE**

APPENDIX G

**INTENT TO PROPOSE FORM
HUDSON COUNTY LOCAL BUS SERVICE**

2 Jersey City / Journal Square / Secaucus
84 North Bergen / Jersey City / Secaucus
88 North Bergen / Jersey City / Secaucus

NORTH HUDSON LOCAL BUS SERVICE

22 North Bergen / Union City / Hoboken
23 North Bergen / Weehawken – Port Imperial / Hoboken
86 Union City / Jersey City / Newport Mall
89 North Bergen / Hoboken

APPENDIX G

Intent to Propose Form

Please respond via e-mail using the form below to indicate your organization's Intent to Propose by the date specified in the Timeline

**RFP No 21-048A/B
Hudson County Local Bus Service
and/or
North Hudson Local Bus Service**

All proposers must complete this page and e-mail it to:

Janet Ellenbacher
NJ Transit Procurement Officer
E-Mail: jellenbacher@njtransit.com

Name of Proposer: _____

We confirm the receipt of your request for proposal and will take the following action [check only one box]:

- We intend to submit an electronic proposal for:
 _____ Hudson County Local Bus Service
 _____ North Hudson Local Bus Service
- We decline to submit proposal [please provide reason]

Signature: _____

Name (Print): _____

Telephone #: _____

Date: _____

E-Mail Address: _____

Alternate Name (Print): _____

Alternate E-Mail Address: _____

Intent to Propose Forms must be received by the date specified in the RFP timeline.

Once your Intent to Propose Form has been received by NJ TRANSIT, you will receive instructions on how to access the Secure File Transfer Site (SFTS) via Microsoft OneDrive. From this site, you will be able to download information as well as upload your electronic version of the proposal. The SFTS Microsoft OneDrive was utilized to provide a secure method for facilitating file transfers to and from outside parties.

NEW JERSEY TRANSIT REQUEST FOR PROPOSAL

NO. 21-048A/B

**HUDSON COUNTY LOCAL BUS SERVICE
AND/OR
NORTH HUDSON LOCAL BUS SERVICE**

APPENDIX H

**NJ TRANSIT CORPORATION'S DBE REQUIREMENTS FOR
RACE-CONSCIOUS FEDERAL PROCURMENT ACTIVITIES
HUDSON COUNTY LOCAL BUS SERVICE**

2	Jersey City / Journal Square / Secaucus
84	North Bergen / Jersey City / Secaucus
88	North Bergen / Jersey City / Secaucus

NORTH HUDSON LOCAL BUS SERVICE

22	North Bergen / Union City / Hoboken
23	North Bergen / Weehawken – Port Imperial / Hoboken
86	Union City / Jersey City / Newport Mall
89	North Bergen / Hoboken

Philip D. Murphy, Governor
Sheila Y. Oliver, Lieutenant Governor
Diane Gutierrez-Scaccetti, Commissioner
Kevin S. Corbett, Executive Director



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

NJ TRANSIT'S DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM POLICY STATEMENT

TO ALL NJ TRANSIT EMPLOYEES AND THE CONTRACTING COMMUNITY:

The NEW JERSEY TRANSIT CORPORATION (NJ TRANSIT) administers its Disadvantaged Business Enterprise (DBE) program in accordance with the U.S. Department of Transportation (USDOT) regulation 49 CFR Part 26, and hereby reaffirms and formalizes its commitment to the DBE Program and its objective: to create a "level playing field" in NJ TRANSIT's procurement activities.

As a major provider of public transportation with thousands of employees who have extensive daily contact with the public, NJ TRANSIT recognizes its responsibility to the diverse communities that it serves. It is the policy and commitment of NJ TRANSIT not to discriminate based on race, color, national origin, or sex in the award and performance of any NJ TRANSIT contract, or in the administration of its DBE program. It is also the policy of NJ TRANSIT to ensure that DBE's have a fair opportunity to be informed about, compete for, and participate in USDOT-assisted contracts.

In keeping with this commitment and this agency's obligations under 49 CFR Part 26, NJ TRANSIT will make every effort to achieve the following objectives:

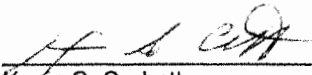
- Ensure that only firms that fully meet eligibility standards of 49 CFR Part 26 are permitted to participate as DBE's on NJ TRANSIT contracts.
- Remove barriers that may prevent some DBE's from being able to participate on NJ TRANSIT contracts; and,
- Support the development of DBE firms, so they can compete successfully in the marketplace outside of the DBE Program.

Implementation of the DBE Program is accorded the same priority as compliance with all other legal obligations required by the USDOT. Contractors/Consultants shall comply with the DBE Program requirements in the award and administration of NJ TRANSIT contracts. Failure by the contractor/consultant to carry out these requirements shall constitute a breach of the contract, which could result in the termination of the contract or other such remedy, as NJ TRANSIT deems appropriate.

Leotis Sanders, NJ TRANSIT's Chief Civil Rights & Diversity Officer, is the corporation's DBE Liaison Officer (DBELO) to the Federal Transit Administration (FTA), and is responsible for implementing all aspects of NJ TRANSIT's DBE program while ensuring appropriate DBE participation in NJ TRANSIT's procurement activities.

NJ TRANSIT's Board of Directors is committed to the DBE Program as are all Assistant Executive Directors, General Managers, Chiefs, and their staffs. NJ TRANSIT's employees and all DBE and non-DBE business community members that participate in USDOT-assisted contracts, share in the responsibility for making NJ TRANSIT's DBE program a success. This policy is disseminated to all tiers of our organization, and to the DBE and non-DBE business communities that participate in our USDOT-assisted contracts.

Date: August 7, 2018



Kevin S. Corbett
Executive Director

**NEW JERSEY TRANSIT CORPORATION
DBE REQUIREMENTS FOR
FEDERAL PROCUREMENT ACTIVITIES**

 Race Conscious

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NEW JERSEY TRANSIT CORPORATION

DBE REQUIREMENTS FOR FEDERAL PROCUREMENT ACTIVITIES

The following pages provide Bidders/Proposers/Primes on federal contracts with New Jersey Transit (NJT), information about NJT's Disadvantaged Business Enterprise (DBE) Program, administered by the Office of Business Development (OBD). Prospective Bidders/Proposers/Primes will have an opportunity to ask questions regarding the directives contained in the DBE specifications at the pre-bid/pre-proposal conference(s). Further clarification of the DBE specifications, along with assistance in completing the forms, can be obtained by calling (973) 491-7593.

A list of certified DBE firms may be found in the NJ Unified Certification Program (NJUCP) Directory at <https://njucp.dbesystem.com>. **Note: Use of this list does not relieve the Bidder/Proposer/Prime contractor/consultant of responsibility to seek DBE participation from other sources. The list is updated daily and must be checked periodically, as firms are certified and decertified daily.**

These DBE specifications are a part of the Contract and shall be binding upon the successful Bidder/Proposer and Prime in the pre and post-award stages of NJT professional services, construction, and goods and services contracts. These specifications shall be binding upon sub-recipients and imposed on their contractors.

1.1 POLICY

As defined in the U.S. Department of Transportation (USDOT) Regulation 49 CFR Part 26, it is the policy of NJT that Disadvantaged Business Enterprises shall have the opportunity to compete for and participate in the performance of contracts financed in whole or in part with federal funds. Each subcontract a Prime signs with a subcontractor/subconsultant must include the following assurance referenced in **article 1.2**.

1.2 ASSURANCE

1.2.1 The Bidder/Proposer, Prime Contractor/Consultant, or subcontractor/subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the award or performance of this contract. The Prime contractor/consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. The Bidder/Proposer, Prime Contractor/Consultant, or subcontractor/subconsultant shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT assisted contracts. Failure by the contractor/consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate

Race Conscious

(49 CFR 26.13).

- 1.2.2 **This language is included to comply with relevant Federal law and to ensure that all persons who enter into any direct or indirect form of contractual agreement with NJT are aware of their responsibilities and the commitment of NJT to see that NJT's DBE Policy is carried out in all instances.**

1.3 DBE GOAL FOR THIS PROJECT

As an aid in meeting the commitment of its DBE Program, NJT is setting a *race conscious* goal of awarding 2.5 percent of the gross sum bid/proposal to certified NJUCP DBE firms. Should the actual contract amount increase or decrease, through approved change order(s), the assigned goal may remain. The OBD will determine if the change orders and/or contract phases will result in an adjustment to the DBE participation goal.

1.4 GUIDANCE TO BIDDER/PROPOSERS/PRIMES

- 1.4.1 Failure by a Bidder/Proposer/Prime to comply with any of the requirements contained herein shall result in breach of contract and it shall be subject to the appropriate penalties, remedies, or liquidated damage(s). **Refer to articles 5.6-5.7**
- 1.4.2 All required forms, including the supplemental section (**see articles 2.3-2.4**) must be submitted in accordance with the requirements. **Firms must be certified under the NJUCP at the time of contract award in order to obtain DBE credit toward the goal.** Firms pending certification will not count toward meeting the contract goal.
- 1.4.3 Price alone is not an acceptable basis for rejecting a DBE subcontractor/subconsultant's bid.
- 1.4.4 The Bidder/Proposer/Prime shall, at a minimum, seek DBEs in the same geographic area in which it generally seeks subcontractors/subconsultants. However, the Bidder/Proposer/Prime may be required to expand its search under specific circumstances as determined by OBD. **Refer to article 2.0**
- 1.4.5 Agreements between a Bidder/Proposer/Prime and a DBE in which the DBE promises not to provide subcontracting quotations to other Bidder/Proposers are prohibited.
- 1.4.6 The desire of a Bidder/Proposer/Prime to self-perform the work of a contract with its own organization is not an acceptable basis to not meet the goal or demonstrate a good faith effort to do so.
- 1.4.7 The Bidder/Proposer/Prime is responsible for verifying that the DBE is certified under the appropriate NAICS code for the scope of work identified. DBE credit shall be given only for work performed in the NAICS code(s) under which the DBE is certified.
- 1.4.8 A DBE firm listed on the First-Tier DBE Utilization Form (Form A) and Second-Tier DBE Utilization (Form AA) shall constitute a binding representation to NJT, by the Bidder/Proposer/Prime, that the DBE firm is qualified, available, and certified under the appropriate and required NAICS code to perform the scope of work identified. **Refer to article 2.5a**

1.5 TRANSIT VEHICLE MANUFACTURERS (TVM)

- 1.5.1 As a transit vehicle manufacturer, you must establish and submit for FTA's approval an annual overall DBE percentage goal. A TVM must certify that it submitted the annual DBE goal required by 49 CFR 26.49 and FTA has approved it or not disapproved it.
- (a) As a condition of being authorized to bid or propose on FTA assisted transit vehicle procurements, the Bidder/Proposer must complete and submit the TVM Certification form with the bid/proposal certifying that it has complied with the requirements of 49 CFR 26.49.
- 1.5.2 NJT may, with FTA approval, establish project-specific goals for DBE participation in the procurement of transit vehicles in lieu of complying with the procedures of this section.

1.6 RESPONSIBLE BID/PROPOSAL CRITERIA

- 1.6.1 As a matter of responsibility, the two lowest Bidders or two highest ranked Proposers must submit the required forms, including the supplemental section (if applicable), with the bid/proposal or within five (5) calendar days after the bid opening or proposal/cost due date. Notwithstanding the date of submission of the mandatory DBE forms, **all negotiations between a Bidder and any potential DBE subcontractor, subconsultant, or supplier shall be completed prior to the bid opening or proposal/cost due date.** Bidders/Proposers shall identify all DBE and non-DBE subcontractors, subconsultants, and suppliers proposed to participate in and those solicited for this Contract, and shall complete and submit the mandatory DBE Forms A, A1, A2, and B. The two lowest Bidders or two highest ranked Proposers shall also print and submit the DBE firm's current DBE Certification Profile from the NJUCP DBE Business Directory at njucp.dbesystem.com. Additionally, the two lowest Bidders or two highest ranked Proposers shall submit all applicable supplemental forms (AA, AA1, AA2, BB, DBE Certification Profile and D). All required DBE forms and Certification Profiles shall be submitted with the Bid or within five (5) calendar days of the bid opening or final cost due date. However, Bidders are strongly encouraged to submit all mandatory documents with the Bid to prevent delay of the Contract award.
- 1.6.2 Bidders are requested to review carefully and complete the forms entirely, with no blank fields. Failure to satisfactorily complete or submit all required documentation and/or demonstrate documented evidence of good faith effort within **five (5) calendar days after the bid opening or proposal/cost due date** shall result in rejection of a Bid as non-responsible.
- 1.6.3 If the two lowest Bidders/highest ranked Proposers submit the DBE forms, but fail to meet the DBE goal, the OCR/OBD will consider the efforts made to determine if a Bidder/Proposer/Prime has in fact demonstrated a good faith effort. **See article 2.0**
- 1.6.4 If it is determined that satisfactory good faith efforts were not made to include DBE participation on the contract, NJT shall consider awarding the contract to the next lowest bidder or highest ranked proposer who offers a reasonable price, meets the DBE goal and other bid requirements or requirements of 49

CFR Part 26 and/or satisfactorily demonstrates documented evidence of good faith effort.

2. GUIDANCE ON A GOOD FAITH EFFORT

- 2.1 To demonstrate a good faith effort to meet the DBE goal, a Bidder/Proposer/Prime shall provide written documentation in addition to Form D (article 2.3e), of the steps it has taken, prior to the bid opening/proposal due date, or during the life of the contract to obtain DBE participation. **The Bidder/Proposer/Prime can meet this requirement in either of two ways:**
- (1) The Bidder/ Proposer/Prime can meet the goal.
 - (2) The Bidder/Proposer/Prime shall exhaust the available options referenced in **article 2.2** in making a continuous good faith effort to meet the assigned contract goal for the life of the contract.
- (a) The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.
 - (b) In determining a good faith effort, the OBD will consider the **quality, quantity, and intensity** of the different kinds of efforts that the Bidder/Proposer/Prime has made. Mere *pro forma* efforts will not be considered as demonstration of good faith effort to meet the DBE contract requirements.
 - (c) The Bidder/Proposer/Prime shall use good business judgment and consider a number of factors in negotiating with subcontractors/subconsultants, including DBE subcontractors/ subconsultants, and should take a firm's price and capabilities as well as contract goals into consideration. **The fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a Bidder's/Proposer's failure to meet the contract DBE goal, as long as such costs are reasonable as determined by NJT. Primes are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.**
 - (d) The Bidder/Proposer/Prime's **ability or desire to perform the work of a contract with its own organization (self-performance) does not relieve the Bidder/Proposer/Prime of the responsibility to meet the goal or demonstrate a good faith effort.**
 - (e) The Bidder/Proposer/Prime shall not reject DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Bidder/Proposer/Prime's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the Bidder/Proposer/Prime's efforts to meet the assigned project goal.
 - (f) The OBD will support the Bidder/Proposer/Prime in indentifying ways to meet the assigned contract goal.

2.2 A GOOD FAITH EFFORT

The following is a list of actions that NJT will consider as evidence of a Bidder/Proposer/Prime's good DBE Requirements for RC Federal Procurement Activities Sept 15, 2010 updt'd 11.22.19

Race Conscious

faith effort to obtain DBE participation. While exhausting the available options in this list may count as a good faith effort, this list is not intended to be a mandatory checklist, nor is this list intended to be exclusive or exhaustive of all the efforts a Bidder/Proposer/Prime might make to achieve the assigned DBE goal. NJT may require a Bidder/Proposer/Prime to take action above and beyond those listed below to meet the assigned DBE goal.

- (a) The Bidder/Proposer/Prime shall solicit through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capacity to perform the work of the contract.
 - (1) The Bidder/Proposer/Prime must solicit this interest within sufficient time to allow the DBE to respond to the solicitation.
 - (2) The Bidder/Proposer/Prime must take appropriate steps to follow up on initial solicitations in order to determine with certainty if the DBE firms are interested.
- (b) The Bidder/Proposer/Prime shall select portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the Prime might otherwise prefer to perform these work items with its own forces.
- (c) The Bidder/Proposer/Prime shall provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (d) The Bidder/Proposer/Prime shall negotiate with a DBE(s) with the intent to enter into a contract. It is the Bidder/Proposer's responsibility to make a portion of the work available to DBE subcontractors/subconsultants and suppliers and to select those portions of the work or material needs consistent with the available DBE Primes and suppliers, so as to facilitate DBE participation.
 - (1) **Evidence of such negotiation includes:** the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
- (e) The Bidder/Proposer/Prime shall make efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by NJT or the Prime contractor.
- (f) The Bidder/Proposer/Prime shall make efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (g) The Bidder/Proposer/Prime shall effectively use the services of available minority/women community organizations; minority/women Prime contractors groups; local, State and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

2.3 REQUIRED FORMS

- (a) **Form A - First Tier DBE Utilization:** Lists all First Tier DBE firms scheduled to participate on this contract.
- (b) **Form A1 - Bidder/Proposer Solicitation and Contractor Information:** Lists all DBE and Non-DBE sub contractor/subconsultants, including suppliers, solicited for, **and** participating on this contract.
- (c) **Form A2- Non-DBE Sub Utilization:** Lists all **DBE and Non-DBE** subcontractors/ subconsultants, including suppliers, participating on this contract.
- (d) **Form B - Intent to Perform as a DBE Sub:** Identifies the work the 1st Tier DBE intends to perform including scope of work, subcontract dollar value, etc.
- (e) **DBE Good Faith Effort Form (if applicable):** Identifies any DBE subcontractor invited to quote, but declined to do so for any reason.
- (f) **Trucking Commitment Agreement (if applicable):** Identifies all trucking firms (DBE and Non-DBE) participating on this contract, **at any tier.**
- (g) **NJ UCP DBE Certification Profile & NAICS Code Verification:** Confirms the DBE status, name, address, contact information, business description and NAICS code(s) of each First Tier DBE subcontractor/subconsultant.
- (h) ***Form E - Contractor's Monthly DBE Payment Report & Payment Certification Voucher (Post-Award):** Records monthly payments issued to each DBE subcontractor/subconsultant/supplier and monthly payments issued by NJ TRANSIT to the Prime. Certifies that DBE subs have been paid for previous month's invoices.
- (i) **Form E2 – DBE's Monthly Payment Report (Post-Award):** Records monthly invoices submitted by the DBE, payments owed to the DBE on past due invoices and payments received from the prime by each DBE subcontractor/subconsultant.
- (j) **Form E1- DBE Prime's Monthly Payment Report (For DBE Prime Only):** Records monthly payments issued to each DBE Prime by NJ TRANSIT to.

**This form is due from the Prime in each month following the notice to proceed issued by NJ TRANSIT. Refer to article 5.2.4*

2.4 SUPPLEMENTAL FORMS (REQUIRED IF APPLICABLE)

- (a) **Form AA – Second Tier DBE Utilization:** Lists all Second Tier DBE firms scheduled to participate on the DBE sub-Prime's contract.
- (b) **Form AA1 – Second Tier Bidder/Proposer Solicitation and Contractor Information:** Lists all Second Tier DBE firms participating on this contract as indicated on Form AA and Form AA2.

- (c) **Form AA2- Second Tier Non-DBE Sub Utilization:** Lists all **DBE and Non-DBE firms** including suppliers participating on the DBE sub-Prime's contract.
- (d) **Form BB - Intent to Perform as a Second Tier DBE Sub:** Identifies the work the 2nd Tier DBE intends to perform including scope of work, subcontract dollar value, etc.
- (e) **NJ UCP DBE Certification Profile & NAICS Code Verification:** Confirms the DBE status, name, address, contact information, business description and NAICS code(s) of each Second Tier DBE subcontractor/subconsultant.

2.5 INSTRUCTIONS FOR COMPLETING REQUIRED FORMS (see glossary for definition of terms)

(a) **Form A - First Tier DBE Utilization:**

Form A is a formal agreement between the Bidder/Proposer and the DBE(s). Replacement/removal of DBE subcontractors/subconsultants/supplier identified on Form A is prohibited after the bid or proposal is submitted to NJT. **Refer to article 4.3.** A DBE Bidder/Proposer, which lists itself on Form A, is committed to performing the work indicated with its own personnel.

DBEs performing as second tier sub(s) to a **non-DBE sub Prime** should be listed with the name of the non-DBE sub Prime's firm name in parenthesis next to the DBE sub's name. *{Ex: DBE Electric Co. (Prime Contractor, Inc.)}*

(1) A first Tier DBE is required to perform at least 51% of its subcontract value with its own forces. Bidders/Proposers/Primes will not receive any credit for DBEs performing less than 51% and therefore must not be listed on this form.

(2) **For DBE suppliers**, identify all manufacturers, regular dealers, and brokers. If a DBE supplier is a **manufacturer**, indicate the full value of its subcontract. If a DBE supplier is a **regular dealer**, show its total contract value multiplied by 60% (Ex. \$100K x 60%= \$60K). If a DBE supplier is **neither a manufacturer nor a dealer**, indicate the fee/commission only, not the cost of materials or supplies. See **article 3.0** for direction on determining credit toward the goal.

(3) **A detailed scope of work must be provided; one-word descriptions are not acceptable.** *(Ex. Haul and dispose of approximately 192,000 tons of contaminated soil to a clean earth facility at \$34.00 a ton).*

(b) **Form A1 - Bidder/Proposer/Prime Solicitation and Contractor Information:**

The Bidder/Proposer must complete and submit **page one** (1). The DBE and non-DBE subcontractors/subconsultants, including suppliers, solicited for, participating on, or expressed interest in this contract must complete **page two** (2).

(c) **Form A2- Non-DBE Sub Utilization:**

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Bidders/Proposers are required to report and submit all dollars committed to non-DBE subcontractors/subconsultants/suppliers. The non-DBE portion of work is **not** counted toward the assigned DBE goal. **See article 3.0**

A detailed scope of work must be provided; one-word descriptions are not acceptable.

(Ex. Haul and dispose of approximately 192,000 tons of contaminated soil to a clean earth facility at \$34.00 a ton).

(d) Form B - Intent to Perform as a First Tier DBE Sub:

Each DBE subcontractor/subconsultant/supplier listed on Form A must complete and sign Form B. **Note: The Bidder/Proposer/Prime is prohibited from completing any portion of the form and from directing DBE(s) to sign a blank form.**

(1) The Bidder/Proposer/Prime must provide interested DBEs with a copy of appropriate plans, specifications, and requirements of the contract in a timely manner to allow the DBE to prepare an appropriate price quote and submit on time.

(2) First Tier DBEs must perform at least 51% of the total dollar value of its subcontract, with its own forces. The firm must indicate the percentage of the total portion of work to be subcontracted to DBE and non-DBE firms. The non-DBE percentage of work is not counted toward the assigned goal.

(3) The OBD encourages DBE-to-DBE subcontracting in order to preserve DBE participation credit. **See article 3.0**

(4) The DBE must provide a detailed scope of work; one-word descriptions are not acceptable. Descriptions should include: *type of services provided, total number of units, price per unit, total cost, etc.*

(e) DBE Good Faith Effort: (If Applicable)

Form D applies to any Bidder/Proposer/Prime who failed to meet the assigned DBE goal. This form will assist the Bidder/Proposer/Prime in demonstrating a good faith effort.

If the DBE(s) solicited declines to sign this form, the completed form should be submitted with the Bidder/Proposer's signature only and the OBD will verify the information provided with the firm. **Refer to articles 2.0-2.2** for guidance.

(f) Trucking Commitment Agreement: (If Applicable)

DBEs must provide information for all DBE and non-DBE trucking firms it will lease from or subcontract to. Subcontracting to a non-DBE trucker means that the non-DBE will perform a portion of the DBE firm's subcontract. **Refer to article 3.4**

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The following documents must be attached for all trucks owned: copy of title(s)/finance agreement(s), registration card(s), insurance card(s), apportioned cab card(s) and/or hazardous material license(s) if applicable. A copy of the title or finance agreement is the only acceptable proof of ownership.

The following documents must be attached for all trucks leased: copy of lease agreement(s) established between both firms, title(s), registration card(s), insurance card(s), lease agreement(s), apportioned cab card(s) and/or hazardous material license(s) if applicable.

(g) NJ UCP DBE Certification Profile and NAICS Code Verification:

All DBEs listed on Form A must be certified at the time of contract award. It is the Bidder/ Proposer's responsibility to ensure that DBEs are certified and that their NAICS code(s) match the scope of work to be performed on this contract. Credit will not be given for any work to be performed without the appropriate NAICS code. DBE status and profile can be verified and printed through <https://njucp.dbesystem.com> and NAICS codes descriptions can be verified through www.census.gov/eos/www/naics/.

(h) Form E - Contractor's Monthly DBE Payment Report & Payment Certification Voucher:

Beginning the month following the contract's notice to proceed, the Prime must report monthly payment activity for each DBE subcontractor/subconsultant/supplier; certifies each DBE sub has been paid any amounts due from previous or current progress payments paid to the Prime. (**article 5.2.4**)

All invoices 30 days past due from NJT must be listed in the appropriate field.

This report is due even if there is no payment activity. This form must be completed and submitted to the OBD **by the 7th of each month** to the attention of the OBD's Manager of Contract Compliance.

(i) Form E1- DBE Prime's Monthly Payment Report (For DBE Prime Only)

Beginning the subsequent month following the contract's execution date, the DBE Prime must report its monthly payments received by NJT. **Refer to article 5.2.5.**

All invoices 30 days past due from NJT must be listed in the appropriate field.

This report is due even if there is no payment activity. This form must be completed and submitted to the OBD **by the 7th of each month** to the attention of the OBD's Manager of Contract Compliance.

(j) Form E2 – DBE's Monthly Payment Report:

The Prime must provide a copy of the Form E2 to each DBE subcontractor/subconsultant/supplier(s).

Beginning the subsequent month following the DBE's execution date, the DBE firm must report its monthly payment activity.

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This report is due even if there is no payment activity. **This form must be completed and submitted by the DBE only** to the OBD by the 7th of each month to the attention of the OBD's Manager of Contract Compliance.

All invoices 30 days past due must be listed in the appropriate field. Identify concerns or issues in the comments section to be addressed by the OBD. (Refer to article 5.2.6)

2.6 INSTRUCTIONS FOR COMPLETING SUPPLEMENTAL REQUIRED FORMS:

- (a) **Form AA – Second Tier DBE Utilization:** The Second Tier DBE must perform 100% of its subcontract with its own forces. A formal request to waive this requirement may be granted, solely at the discretion of the OBD; however, approval is required.

A detailed scope of work must be provided; one-word descriptions are not acceptable.

(Ex. Haul and dispose of approximately 192,000 tons of contaminated soil to a clean earth facility at \$34.00 a ton).

- (b) **Form AA1 – Second Tier Bidder/Proposer Solicitation and Contractor Information:**

The DBE sub-Prime must submit and complete **page one** (1). Second Tier DBE(s) solicited for and participating on this contract must complete **page two** (2).

- (c) **Form AA2- Second Tier Non-DBE Subcontractor Utilization:**

DBE sub-Primes are required to report and submit all dollars committed to non-DBEs. The non-DBE portion of work is not counted toward DBE participation credit. **Refer to article 3.0**

A detailed scope of work must be provided; one-word descriptions are not acceptable.

(Ex. Haul and dispose of approximately 192,000 tons of contaminated soil to a clean earth facility at \$34.00 a ton).

- (d) **Form BB - Intent to Perform as a Second Tier DBE Subcontractor:**

Each DBE firm listed on Form AA, must complete, and sign. **Only Second Tier DBE(s) must complete and sign this form.**

The Second Tier DBE must provide a detailed scope of work; one-word descriptions are not acceptable. Descriptions should include: type of services provided, total number of units, price per unit, total cost, etc

- (e) **NJ UCP DBE Certification Profile & NAICS Code Verification:**

All DBEs listed on Form AA must be certified at the time of contract award. It is the Bidder/Proposer/Prime's responsibility to ensure that DBEs are certified and that their NAICS code(s) match the scope of work to be performed on this contract. Credit will not be given for any work to be

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performed without the appropriate NAICS code. DBE status and profile can be verified and printed through <https://nucp.dbesystem.com> and NAICS codes descriptions can be verified through www.census.gov/eos/www/naics/.

3.0 GUIDANCE ON COUNTING DBE PARTICIPATION

3.1 If a firm is not currently certified as a DBE in accordance with 49 CFR part 26 at the time of the execution of the contract, the firm's participation will not count toward the DBE goal.

3.1.1 A DBE performing less than 51% of its subcontract will not count toward the assigned goal and should not be listed on any forms.

3.1.2 When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor/subconsultant is a DBE.

(a) Work that a DBE subcontracts to a **non-DBE** firm does not count toward the DBE contract goal.

(b) When a DBE performs as a participant in a **joint venture with a Non-DBE**, count the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goals.

(c) A DBE performs a *commercially useful function* when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing and supervising the work involved.

A DBE does not perform a *commercially useful function* if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.

3.2 COUNTING DBE PARTICIPATION

3.2.1 When a DBE participates in a contract, only the value of the work actually performed by the DBE is counted toward DBE goals.

(a) The entire amount of that portion of a contract that is performed by the DBE's own forces is counted. This includes the cost of supplies and materials obtained by the DBE for the work of the contract, as well as supplies purchased, or equipment leased by the DBE (*except supplies and equipment the DBE subcontractor/subconsultant purchases or leases from the Prime contractor or its affiliate*).

3.2.2 The entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a contract, is counted toward DBE goals, provided the fee is reasonable and not excessive as compared with fees customarily allowed for similar services by a DBE.

3.3 DBE PRIME CONTRACTOR GUIDANCE

3.3.1 If a **DBE Prime**, expenditures are counted toward DBE goals only if the DBE is performing a commercially useful function on that contract.

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3.3.2 A DBE Prime must perform or be responsible at least 30% of the total cost of its contract with its own workforce.

3.3.3 **If a DBE Prime does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own workforce** or subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, NJT will consider that it is not performing a commercially useful function and the DBE Prime shall be in breach of the contract and subject to the appropriate remedies and penalties. **Refer to Articles 5.6-5.7**

3.4 DBE TRUCKING FIRMS GUIDANCE

3.4.1 A DBE **trucking firm** is performing a commercially useful function if:

- (a) The DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there is not a contrived arrangement for the purpose of meeting DBE goals.
- (b) The DBE itself **owns and operates at least one** fully licensed, insured, and operational truck **to be used on the contract.**

3.4.2 The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.

3.5 LEASING TRUCKS

3.5.1 Leased trucks must display the name and identification number of the DBE.

3.5.2 The DBE may lease trucks from another DBE firm, including an owner-operator that is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.

3.5.3 The DBE may also lease trucks from a **non-DBE firm**, including an owner-operator.

- (a) The DBE that leases trucks equipped with drivers from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE leased trucks equipped with drivers not to exceed the value of transportation services on the contract provided by DBE-owned trucks or leased trucks with DBE employee drivers.
- (b) The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services

3.5.4 For the purposes of this section (Leasing), a lease must indicate that the DBE has exclusive use of and control over the truck.

- (a) This does not preclude the leased truck from working for others during the term of the lease with the

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consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck.

3.6 COUNTING MATERIALS AND SUPPLIES

3.6.1 Expenditures with DBEs for materials or supplies are counted toward DBE goals as provided in the following:

- (a) If the materials or supplies are obtained from a **DBE manufacturer**, 100% of the cost of the materials or supplies are counted toward DBE goals.
 - (1) For purposes of this paragraph 3.6.1(a), a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the material, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
- (b) If the materials or supplies are purchased from a **DBE regular dealer**, sixty percent (60%) of the cost of the materials or supplies is counted toward DBE goals.
 - (1) For purposes of this paragraph 3.6.1(b), a regular dealer is a firm that owns, operates, maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.
 - (2) The firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
 - (3) A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided above if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.
 - (4) Packers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this paragraph 3.6.1(b).
- (c) With respect to materials or supplies purchased from a **DBE, which is neither a manufacturer nor a regular dealer**, only the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, is counted toward DBE goals, provided the fees are determined to be reasonable and not excessive as compared with fees customarily allowed for similar service. **However, any portion of the cost of the materials and supplies themselves do not count toward DBE goals.**

4.0 TERMINATION OF DBE(s) 26.53

In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by bidders, and offerors in negotiated procurements.

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4.1 The Bidder/Proposer/Prime shall not terminate a DBE sub listed in response to Article 1.6 (or an approved substitute DBE firm) for convenience, or any other reason without NJT/OBD's prior written consent. This includes, but is not limited to, instances in which a Bidder/Proposer/Prime seeks to perform work originally designated for a DBE sub with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm. **See Article 4.3.**

(A) The Bidder/Proposer/ Prime shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless you obtain OBD's written consent as provided in this paragraph (4.1); and

(B) That, unless (OBD's) consent is provided under this paragraph (4.1), the Bidder/Proposer/Prime shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

(C) Before transmitting to you OBD its request to terminate and/or substitute a DBE sub, the Bidder/Proposer/Prime must give notice in writing to the DBE sub, with a copy to OBD, of its intent to request to terminate and/or substitute, and the reason for the request.

(D) The prime contractor must give the DBE five (5) days to respond to the prime contractor's notice and advise OBD and the Prime of the reasons, if any, why it objects to the proposed termination of its subcontract and why OBD should not approve the Prime's action.

(E) When a DBE subcontractor is terminated as provided in paragraph Article 4.1, or fails to complete its work on the contract for any reason, the Bidder/Proposer/Prime is required to make good faith efforts to find another DBE subcontractor to substitute for the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal established for the procurement. The good faith efforts shall be documented by the Bidder/Proposer/Prime and submitted within seven (7) days of NJT's request, which may be extended for an additional seven (7) days if necessary at the request of the contractor, and OBD shall provide a written determination to the contractor stating whether or not good faith efforts have been demonstrated.

Submission of all REQUIRED FORMS is mandatory for the following Articles 4.2 through 4.5

4.2 ADDITION OF DBE(s)

4.2.1 Should the Bidder/Proposer/Prime wish to add a DBE not listed on Form A, a written request for the addition of a DBE(s) must be submitted by the Bidder/Proposer/Prime.

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4.2.2 The Bidder/Proposer/Prime must receive written approval of the OBD **prior to** the addition of the DBE subcontractor/subconsultant in order for the addition to be credited toward the goal.

4.3 REPLACEMENT OR REMOVAL OF DBE(s)

4.3.1 When a Prime is considering replacing or removing a DBE due to performance issues, the OBD must be contacted as soon as possible.

4.3.2 Request for DBE replacement or removal may be made under the following conditions:

1) The DBE materially fails to successfully perform the contract tasks.

2) Under unusual situations referenced in article 4.3.8.

4.3.3 A written request for replacement or removal of a DBE(s) listed on Form A, must be submitted by the Bidder/Proposer/Prime to the OBD with complete justification for the request. The process to follow such requests is as follows:

- (a) Written communications (over a period) from the Prime and NJT's project manager to the DBE, notifying the DBE of its poor performance and the Prime's intent to terminate must be provided to the OBD. The prime contractor must give the DBE five (5) days to respond to the prime contractor's notice and advise NJT/OBD and the Prime of the reasons, if any, why it objects to the proposed termination of its subcontract and why NJT/OBD should not approve the Prime's action.
- (b) **The OBD will arrange a meeting with the DBE, the Prime, and a representative from Procurement and project management to discuss the specifics of the performance issue.**
- (c) The DBE must provide a written plan identifying the efforts it will make to correct the deficiencies.
- (d) The Prime must provide the DBE with a minimum of 30 calendar days from acceptance of its plan to improve its performance. Throughout the 30-day window, the Prime and/or NJT PM/CM team must provide written communication to the DBE of any additional/continued performance issues, with a copy to the OBD.

4.3.4 The Bidder/Proposer/Prime must receive written approval of the OBD **prior to** replacement or removal of the DBE subcontractor/subconsultant can be made, regardless of the reason for the replacement or removal.

4.3.5 If the OBD issues written approval for the removal of a DBE(s), NJT will require a Bidder/Proposer/Prime to continue to demonstrate a good faith effort to replace the removed DBE to the extent needed to meet the contract goal established by NJT for the procurement. See Article 4.1(E)

These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the removed DBE to the extent necessary to meet the established contract goal.

4.3.6 Failure to obtain approval from the OBD **prior to** replacing or removing a DBE shall result in the Bidder/Proposer/Prime being found in breach of the contract and subject to the appropriate remedies,

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audits and penalties. **Articles 5.6-5.7**

4.3.7 If NJT finds that the Bidder/Proposer/Prime upon submission of its bid/proposal committed itself to the goal in good faith, the Bidder/Proposer/Prime may, in "unusual situations", be permitted to substitute a DBE subcontractor(s)/subconsultant(s).

4.3.8 The term "*unusual situations*", includes, but is not limited to, the following circumstances:

- (a) Failure to qualify as a DBE, or maintain DBE certification status.
- (b) Death or physical disability of a key individual.
- (c) Dissolution, if a corporation or partnership.
- (d) Bankruptcy of the subcontractor/subconsultant, subject to applicable bankruptcy law, and only in instances where the bankruptcy affects the subcontractor/subconsultant's ability to perform.
- (e) Inability to obtain, or loss of, a license necessary for the performance of the particular category of work.
- (f) Failure or inability to comply with a requirement of law applicable to Primes or, subcontractors/subconsultants.

4.4 WITHDRAWN DBE(s)

4.4.1 When a DBE is unable to complete a subcontract (withdraws), for any reason, NJT will require a Bidder/Proposer/Prime to make a good faith effort to replace a withdrawn DBE at least to the extent needed to ensure that the Prime contractor is able to meet the contract goal established by NJT for the procurement. **These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the removed DBE.**

4.4.2 The Bidder/Proposer/Prime is required to make a good faith effort to seek other DBE subcontractors/subconsultants in substitution of the original DBE. The good faith efforts described in **article 2** are required in finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal established for the procurement.

4.5 DECERTIFIED DBE(S)

4.5.1 If the Prime has reason to doubt that a proposed DBE is still eligible due to change in ownership, management, or size, the Prime shall, within 10 days of learning this information, notify NJT of that fact in writing.

4.5.2 If the subcontract has not been executed before the DBE's ineligibility occurs, the Prime will not receive credit toward the contract goal for the ineligible DBE. The Prime may continue to use the ineligible DBE, however, DBE participation credit will not be granted.

- (a) To the extent necessary to meet the assigned contract goal, the Prime will make a good faith effort to replace the ineligible DBE within 10 days after notification by the OBD. The OBD will support the Prime in its efforts to replace with an eligible DBE firm in order to meet the contract goal.

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4.5.3 If the contract has been executed before the firm has been notified of its ineligibility, the Prime may continue to use the firm on the contract and receive credit toward its DBE goal for the duration of that particular phase of or option in the contract. This may not apply to future phases or options, which will be handled on a case-by-case basis at the sole discretion of the OBD.

4.5.4 **Exception:** If the DBEs ineligibility is caused solely by its having exceeded the size standard during the performance of the contract the Prime may continue to count its participation on that contract only toward the contract goals. This may not apply to future phases or options and will be subject to determination by the OBD.

5.0 AWARD OBLIGATIONS

5.1 The Prime must designate a **DBE Liaison Officer**. The liaison officer will be responsible to NJT regarding DBE subcontract matters.

5.1.1 If at any point during the contract's life, the Prime's DBE participation falls below the assigned goal, the Prime must identify additional work or new work items for which it will subcontract to DBEs to the extent necessary to meet the assigned goal. Any new scope of work issued to the Prime shall still be subject to the assigned goal.

5.1.2 The OBD will support the Prime in identifying current/future opportunities in the contract to meet the assigned contract goal.

5.1.3 Should the Prime seek a change that addresses the DBE's performance, or affects the work scope and/or compensation, the OBD must be notified, prior to implementation, for its review and approval of the changes as soon as possible. No change will be allowed without prior review and approval by the OBD. Failure to notify the office and obtain approval prior to a change shall result in breach of the contract and may be subject to the appropriate remedies, audits, and penalties.

5.1.4 Whenever NJT issues project change orders the goal may still apply; the OBD will determine if increased DBE participation will be required.

5.1.5 To ensure that all obligations under subcontracts awarded to DBEs are met NJT shall review the Prime's DBE involvement efforts during the performance of the contract.

5.2 POST AWARD DELIVERABLES

5.2.1 After the execution of a contract with NJT, **signed copies** of subcontractor/subconsultant agreements between the Prime and DBE subcontractors must be submitted to the OBD no later than 10 business days after the Prime's contract execution date. The agreement between the Prime and DBE subcontractor shall remain firm for the duration of the contract.

5.2.2 The Prime shall provide a list of the anticipated job start date for all DBE subcontractors/subconsultants **no later than two days** after the initial pre-construction meeting.

5.2.3 **Certification of DBE(s) Payments** – submit monthly with the Form E to the Manager of the OBD and with

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its monthly invoice submittal to NJT project manager of this project. **Refer to article 5.3.2**

- (a) The Prime will certify, prior to the issuance of each progress payment by NJT, that all DBE subs have been paid any amounts due on past due invoices from previous or current progress payments.

5.2.4 **Form E (Contractor's Monthly DBE Payment Report & DBE Payment Certification Voucher)** - submit monthly to the Manager of the OBD. **Refer to articles 2.5h and 5.3.2.**

Failure to submit this report on a monthly basis may result in breach of the contract and be subject to the appropriate remedies, penalties or liquidated damages as indicated in articles 5.6-5.7.

5.2.5 **Form E1 (DBE Prime's Monthly Payment Report)** *(For DBE Prime Only)* - submit monthly to the Manager of the OBD.

5.2.6 **Form E2 (DBE's Monthly Payment Report)** – Refer to article 2.5j

- (a) Forms E/E1 and E2 will be reviewed monthly to determine compliance with the assigned DBE goal, the subcontractor prompt payment regulation, and the DBE Program.
- (b) Attainment of goals will be monitored and based upon actual payments received by the DBE. Failure to submit Form E/E1 may result in suspension of payments or such other remedies as provided in **article 5.6**. *If at any time, NJT has reason to believe that any person or firm has willfully and knowingly provided incorrect information or made false statements, it shall refer the matter to the USDOT for inquiry.*

5.3 PROMPT PAYMENT OF INVOICES TO SUBCONTRACTORS

- 5.3.1 The Prime must pay each subcontractor under this contract for satisfactory performance of its work **no later than ten (10) days** from the receipt of each payment the Prime receives from NJT for the subcontractor's work. Failure to comply with this requirement shall result in breach of the contract and shall be subject to the appropriate remedies as determined by OBD.
- 5.3.2 In accordance with 49 CFR 26.29, the Prime shall certify, prior to the issuance of a progress payment by NJT that all subcontractors have been paid any amounts due on past due invoices (greater than 30 days) from previous or current progress payments. **The Prime must submit the Certification of DBE(s) Payments with its monthly invoice submittals to NJT project manager, and with its Form E to the OBD.**
- 5.3.3 The Prime will not be reimbursed for work performed by subcontractors/subconsultants unless and until the Prime ensures that the subs are promptly paid for the work performed. Alternatively, the Prime shall certify that a valid basis exists under the terms of the subcontractor's/subconsultant's or supplier's contract to withhold payment from the subcontractor/subconsultant and therefore payment is withheld.
- 5.3.4 If the Prime withholds payment from the subcontractor/subconsultant, the Prime shall provide to the subcontractor/subconsultant or supplier written notice thereof. The notice shall detail the reason for withholding payment and state the amount of the payment withheld. If a performance/payment bond has been provided under this contract, the Prime shall send a copy of the notice to the surety providing the

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bond for the Prime. A copy of the notice shall also be submitted to NJT with the certification that payments are being withheld.

5.3.5 If withholding payment is due to the Prime's failure to promptly pay the DBE in accordance with the prompt payment of invoices and/or retainage clauses, the OBD may request proof of payment to DBE(s) for delinquent invoices and/or retainage in order to issue release of payment to Prime.

5.3.6 Failure to comply with the above shall result in breach of the contract and may be subject to the appropriate penalties. **See article 5.6**

5.4 SUBCONTRACTOR PAYMENT DISPUTE RESOLUTION

5.4.1 The Prime is required to notify the OBD of its intention to withhold payment from a DBE as soon as possible and in advance of taking action. Should the Prime provide notice and proceed to withhold payment from any subcontractor/subconsultant or supplier due to a performance issue or unapproved work performed, an OBD representative shall make an effort to resolve the dispute.

- (a) OBD's efforts shall be limited to meeting with the Prime and the subcontractor/ subconsultant, and reviewing the relevant facts with both parties.
- (b) OBD will not act as a decider of fact nor will OBD direct a settlement to the dispute.
- (c) Any OBD effort is solely intended to assist the parties in understanding their respective positions and to encourage a reasonable resolution of the dispute. The Prime is required to send written notification of the above to the OBD immediately.

5.4.2 Should payments be withheld that are not related to the previous items mentioned, and/or a determination can be made that the withholding of payments violates the prompt payment clause, NJT may execute the appropriate remedies in accordance with article 5.6.

5.5 PROMPT PAYMENT OF SUBCONTRACTOR RETAINAGE (FOR CONSTRUCTION CONTRACTS ONLY)

5.5.1 **The Prime must include a contract clause in the subcontractor agreement obligating the Prime to pay all retainage owed to the subcontractor/subconsultant for satisfactory completion of the accepted scope of work no later than 15 days after the DBE subcontractor's/subconsultant's work is satisfactorily completed.**

5.5.2 Only subcontractors/subconsultants whose work has been 100% completed, including all punch list work or remaining work, and who have supplied closeout documents shall be eligible for release of retainage. *Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of NJT.*

5.5.3 NJT may agree to release an equivalent amount of Prime retainage provided that:

- (a) There is no offsetting claims from NJT (including, but not limited to, liquidated damages), other subcontractors/subconsultants, material men, or workers;
- (b) None of the other reasons to withhold payments specified under the Prime contract exists.

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5.5.4 Prior to release of the Prime's retainage, the Prime shall provide to NJT executed copies of the following subcontractor closeout documents, (shown in Appendix A of the contract) as appropriate:

- (a) Consent of Surety to Final Payment to the Subcontractor
- (b) Certificate of Amounts Due and Owing to Subcontractor Employees
- (c) Subcontractor Release of Claims
- (d) Subcontractor Release of Liens and a Certificate of Final Acceptance of Subcontractor Work

5.5.5 Notwithstanding NJT's release or partial release of retainage, nothing in this clause shall be deemed to constitute NJT's partial or final acceptance of the work, or any portion thereof, unless either a Certificate of Partial Acceptance or a Certificate of Final Acceptance has been executed by NJT, in the form(s).

5.6 Audit and Sanctions

During the performance of any contract and for a period of up to three (3) years following completion of the contract work, NJ TRANSIT may conduct reviews for compliance with the requirements of the DBE Program. Such reviews may include, but not be limited to, the evaluation of monthly reports, desk audits, and site visitations.

5.6.1 Where a Prime is found to be in breach of the requirements of the DBE Program during the performance of the contract, and does not promptly take corrective action, the following sanctions may be instituted (singularly, in any combination, and in addition to any other contractual remedies or otherwise provided by law):

- (a) The Prime may be ordered to stop work without penalty to NJT.
- (b) The contract may be terminated for breach.
- (c) Suspension or debarment proceedings may be commenced in accordance with New Jersey law.
- (d) The relevant performance bond may be enforced.
- (e) NJT may withhold payment of specific invoices.

5.7 LIQUIDATED DAMAGES

5.7.1 Liquidated damages (LD) may be assessed when the Prime fails to meet the established DBE goal on the contract.

5.7.2 If the DBE goal is not met, and the Prime has not demonstrated a good faith effort to do so, NJT may elect to subtract from the Prime's payment, as liquidated damages and not a penalty, the following:

The amount equal to the difference (in dollars) between the total contract value multiplied by the assigned DBE goal percentage, (originally established or as subsequently modified) and the actual DBE participation percentage (total dollars paid to DBEs divided by total dollars paid to the Prime).

5.7.3 This may be withheld from a series of payments or from the Prime's final payment, depending on the size of the liquidated damage.

5.7.4 If the Prime's final payment is not sufficient to satisfy the LD in full, the balance shall be due and owing from the Prime and subject to repayment terms as determined by NJT. NJT shall waive liquidated

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damages where good cause is shown for the deficiency in DBE participation upon determination by the OBD.

APPENDIX I

GLOSSARY

A Good Faith Effort-the efforts employed by the bidder, which should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.

Certification - means the process by which a business is determined to be a bona fide DBE. Any business applying for DBE certification must complete the appropriate NJ Unified Certification Program Application. Certification Applications are available at the OBD.

Disadvantaged Business Enterprise or DBE - means a small business concern:

Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and where one or more of the socially and economically disadvantaged owners controls management and daily business operations. A DBE shall not include a small business concern where that concern or a group of concerns controlled by the same socially and economically disadvantaged individual or individuals has annual average gross receipts in excess of **\$23.98M** over the previous three fiscal years or is not otherwise eligible as a small business as defined by the Small Business Administration in 13 CFR Part 121.

DBE Goal - means numerically expressed objectives for DBE participation on federal contracts Prime contractors are required to make a good faith effort to achieve to the extent necessary to meet the assigned DBE goal.

DBE Sub-Prime - means any 1st Tier DBE subcontractor/subconsultant listed on the Form A that will subcontract any portion of its subcontract/scope of work to a DBE(s) and/or non-DBE(s) firm(s).

DBE Ineligibility – means a firm’s DBE status changes or ceases due to change in ownership, management, or size, etc.

DBE Prime – means the successful Bidder is a DBE firm and has a direct contract with NJT.

DBE Trucking Firm – owns and operates at least one fully licensed, insured, and operational truck used on the contract. Is responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract.

First Tier DBE - refers to any DBE listed on the Bidder/Proposer/Prime’s Form A and having a direct contract with the Prime.

Joint Venture–means an association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

Prime - means any contractor or consultant, including a DBE contractor/consultant, who enters into a direct

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contractual relationship with NJT.

Race-conscious Measure or Program - is one that is focused specifically on assisting only DBEs, including women-owned DBEs.

Race-neutral Measure or Program- is one that is focused specifically on assisting all small businesses equally, including DBEs. Such activities include bonding, insurance, and technical assistance. For the purposes of this part, race-neutral includes gender-neutrality.

Reasonable Bid Price - means a price that shall be considered reasonable if the Bidder/Proposer/Prime would have been awarded the contract had the firm submitted the only bid.

Regular Dealer - means a firm that owns, operates, or maintains an establishment in which the materials or supplies required for the performance of a contract are bought, kept in stock and regularly sold to the public in the usual course of business.

The firm must engage in, as its principal business, and in its own name, the purchase and sale of products in question.

Bulk items such as steel, cement and petroleum products need not be stocked, if the dealer owns or operates distribution equipment.

Note: Brokers and packagers are not regarded as regular dealers.

Second Tier DBE - refers to any DBE listed on the DBE Sub-Prime's Form AA.

Subcontractor/ Subconsultant - means any contractor/consultant, including suppliers, who enters into a contract issued by a Prime contractor.

Transit Vehicle Manufacturer (TVM) - is a manufacturer of vehicles used by NJT for the primary program purpose of public mass transportation (e.g., buses, railcars, vans). The term does not apply to firms, which rehabilitate old vehicles, or to manufacturers of locomotives or ferryboats. The term refers to distributors of or dealers in transit vehicles with respect to the requirements of 49 CFR Section 26.49.

U.S. DOT – means the U.S. Department of Transportation, including the Office of the Secretary, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), and the Federal Railroad Administration (FRA).

Withdrawn DBE – a DBE withdraws, drops out of its contract, or fails to complete its work on the contract for any reason.

Updtd p.3, 1.48; p.4, 1.6.1; pg.7, 2.3(g); p.8, 2.4, 2.4(e); p.9, 2.5(g); pg.10(g);2.3; p.11, 2.6(e) on 11.22.19 lmc
Updtd Table of Contents – removed RN from Title; Changed to RN Project from Goal Updtd 1.6.1 rmvd certif/replac with Cert Profile 10.25.19
Updated 3.53(a)(b); (4.1(a-e) & \$23.98m LMC 8/1/18
Updated 1.6.1 JGold 7/10/17
Rev 9/15/10

REQUIRED FORMS

ENCLOSED FOR COMPLETION (MANDATORY):

- **Form A; A1; A2; B; D & Trucking Commitment Schedule**

TO BE OBTAINED AND SUBMITTED (MANDATORY):

- **Copy of NJUCP DBE and NAICS Code Certification**

Consult DBE Program Requirements for further guidance.

Bidders Checklist (Federal Contracts)

Upon completion of the Required and/or Supplemental Forms packet(s), please be sure that the completed checklist and the forms listed below are included for each DBE subcontractor listed on the Form A and submitted to the Office of Business Development (OBD) for review.

Note: Failure to complete and submit the forms below will delay the OBD from issuing approval to move forward in the contract award process.

Required Forms

- Form A - First Tier DBE Utilization
- Form A1 - Bidder/Proposer Solicitation and Contractor Information
- Form A2 - Non-DBE Sub Utilization
- Form B - Intent to Perform as a DBE Sub
- Form D - DBE Good Faith Effort Form
- Trucking Commitment Agreement (if applicable)
- Copy of NJUCP DBE and NAICS Code Certification

Supplemental Forms (if applicable)

- Form AA - Second Tier DBE Utilization
- Form AA1 - Second Tier Bidder/Proposer Solicitation and Contractor Information
- Form AA2 - Second Tier Non-DBE Sub Utilization
- Form BB - Intent to Perform as a Second Tier DBE Sub
- Trucking Commitment Agreement (if applicable)
- Copy of NJUCP DBE and NAICS Code Certification

Philip D. Murphy, Governor
Sheila Y. Oliver, Lieutenant Governor
Diane Gutierrez-Scaccetti, Acting Commissioner
Kevin S. Corbett, Executive Director



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

The New Jersey Unified Certification Program (NJUCP) DBE

Directory is getting an Upgrade!

As of July 1, 2017 the NJUCP DBE Directory can be found

at <https://njucp.dbesystem.com>

Please update your bookmarks

The certifying partners of the New Jersey Unified Certification Program (NJUCP), New Jersey Transit (NJT), the New Jersey Department of Transportation (NJDOT), and The Port Authority of New York and New Jersey (PANYNJ), are pleased to announce that we are improving service for our user community. A new web-based platform has been developed that will allow improved functionality, new communication tools, and real time updates to information.

The new address for the NJUCP directory of certified DBE firms will be <https://njucp.dbesystem.com>. The change to this address will take effect on July 1, 2017. **Please be sure to update your DBE directory bookmark and inform others who use this directory in your organization.**

Attention certified DBE firms: Please review the data shown in the directory for your firm and advise your certifying agency if any changes or updates are needed. An account has been created for all DBEs in the system. If you are certified with PANYNJ or also certified with the New York State Contract System (NYSCS) or the New York State Unified Certification Program (NYSUCP), you can log into your account in the system with the same username and password you use to access your account with those entities. If this is your first time logging into this system and/or you don't know your username and password click on "Log-in" to use the Account Lookup to find your information and log into your account. **All certified DBEs in the NJUCP have accounts in the system.** Contact customer support via any of the system links if you have any questions while attempting to access your account.

The NJUCP is committed to improving the service and support we provide to our DBEs and the greater contracting community. This new web site and underlying platform is provided by B2Gnow, which currently provides support for Port Authority's Diversity Management Program, NYSCS, and NYSUCP, as well as many other certifying entities and agencies across the country. You may already be familiar with the look and versatile search capability of the system. If it is brand new to you, support links are provided, as mentioned above.

Stay tuned for further announcements on improvements to this system and NJUCP services.

First Tier DBE UTILIZATION - FORM A

Project Name: _____

NJT Contract No: _____

Assigned DBE Goal %: _____ NJT Procurement Specialist: _____

Contract Value (\$): _____

First Tier DBE must perform at least 51% of its subcontract value if subcontracting to a Second -Tier DBE or Non-DBE. Do not count Non-DBE portion toward the goal.

Name, Address and Telephone # of DBE Subcontractor/Subconsultant	Provide <u>Detailed</u> Scope of Work to be Performed (Identify all suppliers)	Dollar Value of Subcontract/Sub-consultant Work (\$) Awarded	Percentage of Subcontract Work (%)
			%
			%
			%
			%
			%
For DBE suppliers, show original subcontract value multiplied by 60% (\$2,000*60%=\$1200). For DBE portion of work, subtract Non-DBE portion of work from original subcontract value.	TOTALS	\$	%

The undersigned will enter into a formal agreement with the DBE(s) listed in this schedule conditioned upon execution of a contract with NJ TRANSIT for the above referenced project. The undersigned understands that removal/replacement of the DBE(s) listed is **NOT PERMISSIBLE** for any reason (pre or post-award), without submitting a written request to the Office of Business Development and receiving **WRITTEN APPROVAL** from the Office of Business Development. Failure to obtain written approval shall result in the breach of contract and subject to corrective action to be determined by NJ TRANSIT.

Company Name: _____

Authorized Signature: _____

Company Address: _____

Print Name: _____

Title: _____

Federal Tax ID #: _____

Prime Contractor's DBE Liaison Officer: _____

Company Tel #: _____

Date Signed: _____

BIDDER SOLICITATION & CONTRACTOR INFORMATION - FORM A1

Project Title: _____

Date: _____

Prime Contractor/Consultant: _____ NJT Contract #: _____

Telephone #: _____

Complete the information below for Bidder/Proposer/Prime(s) working on this project. Use Page 2 for all subcontractors/subconsultants

	Bidder/Proposer/Prime	Bidder/Proposer/Prime	Bidder/Proposer/Prime
Company's Full Name			
Address			
City and State			
Zip			
County			
Phone			
Fax			
E-mail			
Owner			
Date Established			
Date Certified			
Ethnicity			
Gender			
Certification Status: DBE or Non-DBE			
Federal Tax ID # / SSN #			
Annual Gross Receipts: A - Less than \$500K B - \$500K to \$1M C - \$1M to \$2M D - \$2M to \$5M E - \$5M and over indicate the letter that applies			
Primary NAICS Code:			

BIDDER SOLICITATION & CONTRACTOR INFORMATION - FORM A1

Project Title: _____

Date: _____

Prime Contractor/Consultant: _____ NJT Contract #: _____

Telephone #: _____

COMPLETE THE INFORMATION BELOW FOR "ALL" FIRMS INCLUDING SUPPLIERS SOLICITED; INCLUDING THOSE THAT WILL WORK ON THIS PROJECT.

	Subcontractor/Subconsultant	Subcontractor/Subconsultant	Subcontractor/Subconsultant
Company's Full Name			
Address			
City and State			
Zip			
County			
Phone			
Fax			
E-mail			
Owner			
Date Established			
Date Certified			
Ethnicity			
Gender			
Certification Status: DBE or Non-DBE			
Federal Tax ID # / SSN #			
Annual Gross Receipts: A - Less than \$500K B - \$500K to \$1M C - \$1M to \$2M D - \$2M to \$5M E - \$5M and over Indicate the letter that applies			
Primary NAICS Code:			

NON-DBE SUBCONTRACTOR UTILIZATION - FORM A2

Directions: To be completed by any Bidder/Proposer/Prime for "all" subs including suppliers participating on this contract.

Bidder/Proposer Prime Name: _____ Project Title: _____

Date: _____ Prime Contract Value: _____

Name, Address and Telephone # of all Subcontractor/Subconsultants	FEIN #	Provide Detailed Scope of Work to be Performed	Dollar Amount of Subcontractor/Sub-consultant Work (\$) Awarded	Percentage of Subcontract or Work (%)
			\$	%
			\$	%
			\$	%
			\$	%
			\$	%
Must provide a detailed scope of work; one-word descriptions are not acceptable.			\$	%
TOTALS			\$	%

To Add Subs Use Additional Forms

INTENT TO PERFORM AS A 1ST TIER DBE - FORM B

The Bidder/Proposer/Prime is prohibited from completing any portion of this form and directing the DBE to sign a blank form.

DIRECTIONS: DBE(s) listed on the Form A must complete all information on this form.

Name of Bidder/Proposer/Prime:

Name of DBE Firm:

Project/Contract Name: _____

IFB/RFP Contract Number: _____

Does the undersigned DBE (Answer Accordingly):

Intend to perform subcontract work in connection with the above-mentioned project as a Joint Venture? Circle one. (Yes or No)

Intend to subcontract any portion of its scope of work to a DBE(s)?
If yes, DBE Sub-Primes must complete and submit Form AA.

Circle one. (Yes or No)
At what percent? _____ %

Intend to subcontract any portion of its scope of work to a Non-DBE(s)?
If yes, must complete and submit Form AA2.

Circle one. (Yes or No)
At what percent? _____ %

The undersigned will perform the following described work on the above-referenced project: *(Provide a detailed description of the type of work you will perform on your subcontract. Attach a copy of quote approved and signed by Bidder (optional)).*

Dollar Value of DBE Subcontract: \$ _____

Total Quantity/Units (if applicable): _____ Per Unit Cost (if applicable): \$ _____

The undersigned based the above scope of work and subcontract value on detailed project specs received from the Bidder contractor named above. Circle one. (Yes or No)

The Prime Contractor projected the following commencement and completion date for such work as follows:

DBE Contract Start Date: _____ DBE Contract Completion Date _____

The undersigned DBE will enter into a formal agreement for the above work with the Prime Contractor conditioned upon execution of a contract with NJ TRANSIT. As a DBE subcontractor, I will cooperate with the certification, compliance and monitoring process set forth by NJ TRANSIT. I attest that I will perform at least 51% of my subcontract with my own workforce for the referenced project.

Signature of 1st Tier DBE

Date

Title

Print Name

Telephone #:

Failure to adhere to these instructions or the falsification of any information on this form shall result in breach of contract and subject to the appropriate penalties to be determined by NJ TRANSIT.

ADDENDUM

FORM D INSTRUCTION SHEET
PRE AND POST AWARD GOOD FAITH EFFORT (IF APPLICABLE)

Required for all DBE subcontractors who decline to provide a quote.
Applies in pre and post-award.

Important

Bidder/proposer/prime compliance with contract goals and good faith efforts are handled as a matter of responsibility. If the bidder/proposer/prime did not meet the goal, they must document that they made Good Faith Efforts to do so. This requirement is an important and serious one. The Subrecipient will make a fair and reasonable judgment as to whether the bidder made an adequate Good Faith Effort, which will be reviewed by NJ TRANSIT.

Bidders/proposers/primes are required to read the DBE Program Requirements and the guidelines/ instructions of all forms; and required to submit all forms in the Addendum (mandatory) and Supplemental Section (if applicable) with the bid/proposal or within seven (7) days after bid/proposal submission.

Guidelines to Bidder/Proposer/Prime:

- FORM D outlines actions that may be considered good faith efforts though it is not a mandatory checklist, nor is it intended to be exclusive or exhaustive. Please read DBE Program Requirements for further guidance.
- Bidder/Proposer/Prime must complete FORM D when it fails to meet the DBE goal.
- FORM D must be completed in this instance for any DBE firms which were solicited but declined to quote for the project.
- DBE firm must sign Page 2 of FORM D. If DBE declines to do so, submit completed form with bidder/proposer/prime signature only and the Office of Business Diversity will verify information with DBE.
- If/when the contract goal is not met, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
 - In short, unless the price difference is excessive or unreasonable, incurring additional costs in using and finding a DBE is not sufficient reason to reject the DBE quote or not to meet the contract goal.

Instructions:

- On Page 1 of FORM D, indicate with a check mark the various types of detailed good faith efforts made and attach documentation of such efforts. Types of acceptable documentation are listed on Page 2.
- Document any other type of good faith efforts not listed on Page 1.
- Complete this form entirely.

Bidders/proposers/primes are to provide the required forms and instruction sheet, including the Supplemental section to their 1st Tier DBE subs. DBE sub-primes must provide required forms under Supplemental section to their 2nd Tier DBE/Non-DBE subs, if applicable. Please contact the compliance officer identified for this contract at the pre-bid/proposal conference for guidance on completing any of these forms.

DBE GOOD FAITH EFFORT- FORM D

IFB/RFP Number: _____

Project Title: _____

Bidder/Proposer/Prime Name: _____

Address: _____

Phone: _____

Email: _____

Date Signed: _____

The following is a list of the types of actions that may be considered good faith efforts. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases, however please check all that apply in this instance. Please provide documentation for ALL instances selected.

- Selected portions of work to be performed by DBEs and, where appropriate, broke down contracts into economically feasible units to facilitate DBE participation.
- Provided interested DBE with adequate information about plans, specifications, and requirements of the contract.
- Negotiated in good faith with interested DBE, not rejecting DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities.
- Made efforts to assist interested DBE in obtaining bonding, lines of credit, or insurance required by NJ Transit or Bidder.
- Made efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- Advertised subcontracting opportunities in appropriate media.
- Used the services of minority organizations, minority contractors' groups, local state and federal minority business assistance offices and other organizations that provide assistance identifying subcontractors.
- Provided written notice to DBEs in sufficient time to allow the DBE to respond. (Provide copy of documentation with Page 2.)
- Followed up initial solicitation of interest by contacting DBE to determine interest. (Provide proof of follow up with Page 2.)

Describe any other efforts not covered above that may indicate Good Faith Efforts to obtain DBE participation on this project and provide documentation.

DBE GOOD FAITH EFFORT- FORM D

IFB/RFP Number: _____ Project Title _____

If the dollar value of the goal for DBE participation in this project has not been met, the Bidder/Proposer/Prime is required to complete the following questions to describe efforts to obtain DBE participation. Copies of correspondence, return receipts, telephone logs, or other documentation will be required to support good faith efforts. Please provide information for each DBE.

I, _____ Name _____ Title _____

of _____ Bidder/Proposer/Prime

Certify that on _____ Date, I contacted the below named DBE to obtain a Bid/Proposal for work items to be performed on the Project named above.

DBE: _____ Firm Name

Type of work requested to be performed: _____

Method of Contact: Phone Fax Mail Email

Date Contacted: _____

To the best of my knowledge and belief, said DBE was unavailable for work on this project and was unable to prepare a bid for the following reason(s):

No response

Not interested: Indicate Reason(s) _____

Unacceptable Sub Bid: Indicate Reason(s) _____

Please note: Unless the price difference is excessive or unreasonable, incurring additional costs in using and finding a DBE is not a sufficient reason to reject DBE quote.

Signature of Bidder/Proposer/Prime Date

The above statement is a true and accurate account of why I did not submit a bid on this project. (Below is to be signed by DBE firm only)

Signature of DBE Firm Date Name of DBE Firm

Print Name Address

Print Title Telephone #: ()

DBE TRUCKING COMMITMENT

AGREEMENT

The DBE Trucking Firm Commitment Agreement sheet attached must be signed and completed entirely. Make duplicate copies for additional subcontractors as needed.

Please read DBE Requirement Language for details.

- DBEs must provide information for all DBE/Non-DBE trucking firms it will lease from or subcontract to.
 - *Subcontracting to a Non-DBE trucker means that the Non-DBE will perform a portion of the DBE firm's subcontract.*
 - *2nd Tier DBE trucking firms must perform 100% of their total subcontract value.*
- For Non-DBE leased trucks, credit will only be given for the fee/commission that is received for arranging the transportation services.
 - *All DBE-leased trucks are required to reflect the DBE firm's company name and identification number.*

Copies of the following items must be attached for ALL trucks owned by the DBE:

- Proof of ownership: title(s) or finance agreement(s) ONLY
- registration card(s)
- insurance card(s)
- hazardous waste license(s), if applicable
- apportioned cab card(s), if applicable

MANDATORY FORM

**Copies of the following items must be attached for ALL DBE/non-DBE trucks
leased by the DBE:**

- lease agreement(s)
- title(s)
- registration card(s)
- insurance card(s)
- hazardous waste license(s), if applicable
- apportioned cab card(s), if applicable

MANDATORY FORM

DBE TRUCKING FIRM COMMITMENT AGREEMENT

This commitment is subject to the award and receipt of a signed contract from NJ TRANSIT for the subject project. Note that copies of all supporting documents must be attached.

The DBE trucking firm will perform the following described work on the project: *(Specific work details should include: Type of material to be handled, quantities to be hauled, dollar amount per unit, location the material will be transported).*

Dollar Value of DBE Subcontract: \$ _____

Total Quantity/Units (if applicable): _____ Per Unit Cost (if applicable): \$ _____

Total Number of fully operational DBE-owned trucks to be used on contract? _____

Total Number of fully operational trucks to be leased from a DBE? _____

(Provide a copy of lease agreement(s) for each trucking firm).

Total Number of fully operational trucks to be leased from a non-DBE? _____

*(Provide a copy of lease agreement(s) for each trucking firm. *Note that subcontracting is different from leasing as it relates to trucking).*

Specify ALL Vehicle Information on Page 1 and 2, if applicable

1st Tier DBE Trucking Firm				<i>*(T= Title, F=Finance Agreement, I=Insurance Card, R=Registration, A=Apportioned Cab Card, L= Lease Agreement)</i>	
# Of Trucks Owned					
VIN #	MAKE	YEAR	MODEL	(Indicate Yes/No/NA) HAZ WASTE DOC	*(Indicate T/F/I/R/A/L) OWNERSHIP DOCS

Name of Project: _____

NJT Contract #: _____

Prime Original Contract Value: _____

Report for the Month of: _____

Change Orders (Overall Inc/Dec.): _____

Notice to Proceed Date: _____

Total Contract Amount to Date: _____

NJT Project Mgr Name: _____

Total Payments Received from NJT Date: _____

Assigned DBE Goal %: _____

Name of DBE Subcontractor	Work Task Performed	Original Contract Amount \$	Change Order Amount \$ (+/-)	Amount of Invoice Received this Month (\$)	Date of Invoice Received in this Month	Payment(s) Made to DBE in this Month in \$\$ (Itemize)	Date(s) Payment Made This Month	Total DBE Payments made to Date in (\$)	% Overall Work Finished	Final Pmt (Y/N)
		\$	\$	\$		\$		\$		

Itemize payments/invoices and dates if paid/received more than one payment/invoice between the 1st and 31st of THIS Month.

Prime Contractor Information:

Prime Firm Name: _____

Project Director Name: _____

Address: _____

Project Director Signature: _____

Telephone #: _____ Date: _____

Federal TIN #: _____

Prime's Past Due Invoice Information: List any invoice more than 40 days past due from the date **submitted** to NJT at the time you complete this form.

Invoice #	Invoice Date	Invoice Amount (\$)	Number of Days Past Due	Comments:

Form E - Prime Contractor's DBE Payment Certification

1. Have all DBE subcontractors with executed subcontracts been paid amounts due from previous progress payments?

- If yes, skip the next section and go to number 3.
- If no, please complete fields in box below: (Use additional paper, if needed)

DBE SubContractor Name	Amount Withheld From Invoice (\$)	Total of Invoice Amount (\$)	Invoice Number	Invoice Date	Specific Reason for Withholding

2. Have you notified the DBE subcontractor(s) that you are withholding payment and the reason(s) why?

- If yes, provide a copy of written notification to the DBE subcontractor with this form, indicating the date of notification.
- If no, lack of prior written notification to the DBE(s) that you are withholding payment violates the prompt payment clause guidelines. **Please contact the DBE immediately, and submit a copy of written notification to the subcontractor with this form.**
- If Not Applicable, check this box.

3. By signing this form, I certify that all of the above represent true and accurate information.

Note: CFO or equivalent Sr. Manager must complete and sign off on this form.

PROJECT DIRECTOR NAME (PRINT)

PROJECT DIRECTOR (SIGNATURE)

____/____/____
DATE

Additional Reasons/Comments for Withholding Payment:

DO NOT WRITE BELOW. DEPARTMENTAL USE ONLY.

- Approved
- Denied

THIS FORM IS DUE ON THE 7TH OF EACH MONTH Please forward to:

NJ TRANSIT
Office of Business Development
One Penn Plaza East, 6th Fl
Newark, New Jersey 07105-2246

**DBE PRIME CONTRACTOR'S MONTHLY PAYMENTS FROM NJ TRANSIT
INFORMATION ON CONTRACT**

DATE CONTRACT EXECUTED: _____ CONTRACT NUMBER: _____ REPORT FOR THE MONTH OF: _____ YEAR _____
 ORIGINAL CONTRACT AMOUNT: _____ FED TAX ID #: _____
 CHANGE ORDERS (OVERALL INC/DEC.): _____ PURCHASE ORDER #: _____
 TOTAL CONTRACT AMOUNT TO DATE: _____ NAME OF PROJECT: _____

Original Contract Value	Change Order Amount +/-	Date of Change Order	New Contract Value	Payments Received This Month	Total Payments Received to Date	% Work Completed To Date	Final Pmt Y/N
TOTALS:							

PRIME INVOICE 30 DAYS PAST DUE FROM NJT:

NJ TRANSIT

Invoice Date Reference # No. Days Past Due Amount

Project Manager (Name): _____

Telephone #: _____

PRIME CONTRACTOR INFORMATION

Firm Name: _____

Compliance Officer (Name): _____

Date: _____ Telephone #: _____

FORM IS DUE ON THE 7TH OF EACH MONTH.
 PLEASE FORWARD TO:
 NJ TRANSIT
 Office of Business Development
 One Penn Plaza East – 6th Flr
 Newark, New Jersey 07105-2246

THIS FORM IS NOT TO BE ALTERED OR CHANGED IN ANY WAY.

Name of DBE Firm: _____
 DBE's FEIN#: _____
 DBE Address: _____
 DBE Telephone #: _____

Report for the Month of: _____
 Contract Number: _____
 Contract Name: _____
 DBE Contract Start Date: _____

Prime Contractor's Information:

Name of Prime: _____ Address: _____ Telephone #: _____

DBE PAYMENT INFO: *Itemize payments/invoices and dates if received/submitted more than one payment/invoice between the 1st and 31st of THIS Month.*

Work Task Performed	Original Subcontract Amount \$	Change Order Amount (+/-)	Invoice #(s) Submitted in this month	Dollar Amount of Each Invoice Submitted in this Month	Date of Invoice(s) Submitted this Month	Total Payments Received by DBE In this Month * (\$)	Date Payment(s) Received in this Month	Total Payments Received by DBE To Date (\$)	Total % Work To Date	Final Payment? Y or N
TOTALS →	\$	\$	TOTALS →	\$	TOTALS →	\$	TOTALS →	\$		

Is retainage held on your subcontract? **Yes** or **No** (circle one) If yes, how much? \$ _____. Did your final payment include retainage? **Yes** or **No** (circle one)

Past Due Invoice(s) Information: List any invoice more than 40 days past due from date submitted to prime at the time you complete this form.

Invoice #	Invoice Date	Invoice Amount (\$)	Number of Days Past Due	Comments: use additional paper if necessary

Note: CFO or equivalent Sr. Manager must complete and sign off on this form.

Name: _____ Signature: _____ Title: _____ Date: _____

THIS FORM IS DUE ON THE 7TH OF EACH MONTH IMMEDIATELY FOLLOWING DBE'S SUBCONTRACT START DATE, EVEN IF PAYMENT NOT RECEIVED.

Please mail this form to:

NJ TRANSIT, Office of Business Development, One Penn Plaza East, 6th Fl, Newark, New Jersey 07105-2246

Do not alter this form in any way.

If you need assistance completing this form please call 973-491-7977, 7539, 8061, 8614, 7530, 8941.

SUPPLEMENTAL SECTION REQUIRED FORMS

ENCLOSED FOR COMPLETION (IF APPLICABLE):

- **Form AA; AA1; AA2; BB; & Trucking Commitment Schedule**

TO BE OBTAINED AND SUBMITTED (IF APPLICABLE):

- **Copy of NJUCP DBE and NAICS Code Certification**

Consult DBE Program Requirements for further guidance.

SECOND TIER DBE UTILIZATION- FORM AA

Project Name: _____

NJT Contract No: _____

DBE Sub-Prime (First Tier) Subcontractor Contract Value (\$): _____

I plan to subcontract _____ % of my subcontract to Second Tier DBE subcontractor(s)/subconsultant(s) listed on the chart below to perform/supply the following:

Second Tier DBE subs must perform 100% of their scope of work.

			%
			%
			%

The undersigned understands its approval to perform on the above contract is based upon its identified DBE team listed above and its Non-DBE team listed on the Form AA2. The DBE Sub-Prime must receive written approval from the Office of Business Development for any changes to its DBE and/or Non-DBE subcontractors, their dollar values or scope of work identified on the Form AA and/or AA2 before making any changes. It attests that the identified firms will perform all work. Failure to adhere to, or falsification of any information contained herein shall result in breach of contract and subject to corrective action to be determined by NJ TRANSIT.

DBE Sub-Prime Firm: _____

Authorized Signature: _____

Company Address: _____

Print Name: _____

Title: _____

Federal Tax ID #: _____

Sub-Prime's DBE Liaison Officer: _____

Company Tel #: _____

Date Signed: _____

To Add Subs Use Additional Forms

BIDDER SOLICITATION & CONTRACTOR INFORMATION - FORM AA1

NJT Contract No: _____

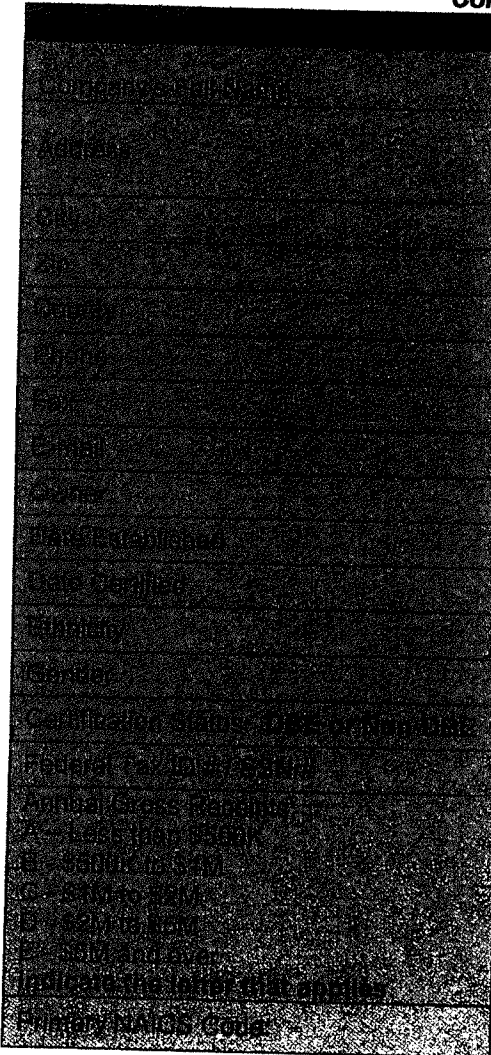
Project Title: _____

DBE Sub-Prime: _____

Telephone #: _____

Date: _____

Complete the information below for Second Tier contractor(s) participating on the project.

To Add Subs Use Additional Forms

NON-DBE SECOND TIER SUBCONTRACTOR UTILIZATION - FORM AA2

Directions: To be completed by any DBE Sub-Prime Contractor for "all" subs including suppliers participating on this contract.

NJ Transit Contract No: _____

Date: _____

DBE Sub-Prime Contract Value: _____

DBE Sub-Prime Contractor Name: _____

Project Title: _____

			\$	%
			\$	%
			\$	%
			\$	%
			\$	%

To Add Subs Use Additional Forms

INTENT TO PERFORM AS A SECOND TIER DBE - FORM BB

The Bidder is prohibited from completing any portion of this form and directing the DBE to sign a blank form.
DIRECTIONS: DBE(s) listed on the Form AA must complete all information on this form and must complete Form AA2 for any Non-DBE subcontractor performing a portion of its subcontract.

Name of First Tier DBE/Sub-Prime:

Name of Second Tier DBE Firm:

Project/Contract Name: _____

IFB/RFP Contract Number: _____

Does the undersigned intend to perform subcontract work in connection with the above-mentioned project as a Joint Venture? Circle one. (Yes or No)

Will you subcontract any portion of your scope of work to a DBE(s)? Circle one. (Yes or No)

Will you subcontract any portion of your scope of work to a Non-DBE(s)? Circle one. (Yes or No)

The undersigned will perform the following described work on the above-referenced project: *(Provide a detailed description of the type of work you will perform on your subcontract. Attach a copy of quote approved and signed by Bidder (optional)).*

Dollar Value of DBE Subcontract: \$ _____

Total Quantity/Units (if applicable): _____ Per Unit Cost (if applicable): \$ _____

The undersigned based the above scope of work and subcontract value on detailed project specs received from the DBE Sub-Prime named above. Circle one. (Yes or No)

The Prime Contractor *projected* the following commencement and completion date for such work as follows:

DBE Contract Start Date: _____ DBE Contract Completion Date _____

The undersigned DBE will enter into a formal agreement for the above work with the DBE Sub-Prime conditioned upon execution of a contract with the Prime on the project. As a Second Tier DBE subcontractor, I will cooperate with the certification, compliance and monitoring process set forth by NJ TRANSIT. I attest that I will perform 100% of my subcontract with my own workforce for the referenced project.

Signature of Second Tier DBE

Date

Title

Print Name

Telephone #:

Failure to adhere to these instructions or the falsification of any information on this form shall result in breach of contract and subject to the appropriate penalties as determined by NJ TRANSIT.

DBE TRUCKING COMMITMENT

AGREEMENT

The DBE Trucking Firm Commitment Agreement sheet attached must be signed and completed entirely. Make duplicate copies for additional subcontractors as needed.

Please read DBE Requirement Language for details.

- DBEs must provide information for all DBE/Non-DBE trucking firms it will lease from or subcontract to.
 - *Subcontracting to a Non-DBE trucker means that the Non-DBE will perform a portion of the DBE firm's subcontract.*
 - *2nd Tier DBE trucking firms must perform 100% of their total subcontract value.*
- For Non-DBE leased trucks, credit will only be given for the fee/commission that is received for arranging the transportation services.
 - *All DBE-leased trucks are required to reflect the DBE firm's company name and identification number.*

Copies of the following items must be attached for ALL trucks owned by the DBE:

- Proof of ownership: title(s) or finance agreement(s) ONLY
- registration card(s)
- insurance card(s)
- hazardous waste license(s), if applicable
- apportioned cab card(s), if applicable

MANDATORY FORM

**Copies of the following items must be attached for ALL DBE/non-DBE trucks
leased by the DBE:**

- lease agreement(s)
- title(s)
- registration card(s)
- insurance card(s)
- hazardous waste license(s), if applicable
- apportioned cab card(s), if applicable

NEW JERSEY TRANSIT REQUEST FOR PROPOSAL

NO. 21-048A/B

**HUDSON COUNTY LOCAL BUS SERVICE
AND/OR
NORTH HUDSON LOCAL BUS SERVICE**

APPENDIX I

**CERTIFICATION OF NO TAX LIABILITY OR FELONY CONVICTION
HUDSON COUNTY LOCAL BUS SERVICE**

2 Jersey City / Journal Square / Secaucus
84 North Bergen / Jersey City / Secaucus
88 North Bergen / Jersey City / Secaucus

NORTH HUDSON LOCAL BUS SERVICE

22 North Bergen / Union City / Hoboken
23 North Bergen / Weehawken – Port Imperial / Hoboken
86 Union City / Jersey City / Newport Mall
89 North Bergen / Hoboken

APPENDIX I

**VENDOR'S CERTIFICATION OF NO FEDERAL
TAX LIABILITY OR FELONY CONVICTION**

On behalf of _____ (Name of Entity/Company/Business Association) (hereinafter "we"), I hereby certify that, as of the date of execution of this Certification, we:

1. Do not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and we
2. Have not been convicted of any felony criminal violation under any Federal law within the preceding 24 months; and we
3. Agree that, if awarded any contract by NJ TRANSIT, we will verify that all lower tier subcontractors or subconsultants involved in this work (including sub-subcontractors and sub-subconsultants, etc.), without regard to the value of any such sub agreement (or sub-sub agreement, etc.), also satisfy the conditions stated in Paragraphs 1 and 2 of this Certification.

We further understand and acknowledge that the conditions and obligations herein continue through and until the date of any contract award. If any of the conditions stated in Paragraphs 1 or 2 of this Certification change prior to the date of contract award, for us or for any subcontractor or subconsultant (or sub-subcontractor or sub-subconsultant, etc.), we will immediately notify the NJ TRANSIT contracting officer.

I certify under penalty of perjury that the foregoing statements made by me are true and correct. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Signature

Type or Print Name

Title

Date

NEW JERSEY TRANSIT REQUEST FOR PROPOSAL

NO. 21-048A/B

**HUDSON COUNTY LOCAL BUS SERVICE
AND/OR
NORTH HUDSON LOCAL BUS SERVICE**

APPENDIX J

OWNERSHIP DISCLOSURE FORM
HUDSON COUNTY LOCAL BUS SERVICE

2	Jersey City / Journal Square / Secaucus
84	North Bergen / Jersey City / Secaucus
88	North Bergen / Jersey City / Secaucus

NORTH HUDSON LOCAL BUS SERVICE

22	North Bergen / Union City / Hoboken
23	North Bergen / Weehawken – Port Imperial / Hoboken
86	Union City / Jersey City / Newport Mall
89	North Bergen / Hoboken



**STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY**

**33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230**

OWNERSHIP DISCLOSURE FORM

BID SOLICITATION #: _____

VENDOR {BIDDER}: _____

**ALL PARTIES ENTERING INTO A CONTRACT WITH THE STATE ARE REQUIRED TO PROVIDE THE
INFORMATION REQUESTED PURSUANT TO N.J.S.A. 52:25-24.2.**

PLEASE NOTE THAT IF THE VENDOR/BIDDER IS A NON-PROFIT ENTITY, THIS FORM IS NOT REQUIRED.

PART 1

Are there any individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest in the Vendor {Bidder}? YES NO

If you answered, "YES" above, you must disclose the following: (a) the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class; (b) all individual partners in the partnership who own a 10 percent or greater interest therein; or, (c) all members in the limited liability company who own a 10 percent or greater interest therein.

NAME	_____
ADDRESS 1	_____
ADDRESS 2	_____
CITY	_____ STATE _____ ZIP _____

NAME	_____
ADDRESS 1	_____
ADDRESS 2	_____
CITY	_____ STATE _____ ZIP _____

NAME	_____
ADDRESS 1	_____
ADDRESS 2	_____
CITY	_____ STATE _____ ZIP _____

NAME	_____
ADDRESS 1	_____
ADDRESS 2	_____
CITY	_____ STATE _____ ZIP _____

NAME	_____
ADDRESS 1	_____
ADDRESS 2	_____
CITY	_____ STATE _____ ZIP _____

Attach Additional Sheets If Necessary.

PART 2

Of those entities disclosed above owning a 10% or greater interest in the Vendor {Bidder}, are there any individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest of those listed entities?

YES

NO

If you answered, "YES" above, you must disclose the following: (a) the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class; (b) all individual partners in the partnership who own a 10 percent or greater interest therein; or, (c) all members in the limited liability company who own a 10 percent or greater interest therein. Please note that this disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been identified.

Name of the entity listed above to which the disclosure below applies: _____

NAME	_____
ADDRESS 1	_____
ADDRESS 2	_____
CITY	_____ STATE _____ ZIP _____

NAME	_____
ADDRESS 1	_____
ADDRESS 2	_____
CITY	_____ STATE _____ ZIP _____

NAME	_____
ADDRESS 1	_____
ADDRESS 2	_____
CITY	_____ STATE _____ ZIP _____

NAME	_____
ADDRESS 1	_____
ADDRESS 2	_____
CITY	_____ STATE _____ ZIP _____

NAME	_____
ADDRESS 1	_____
ADDRESS 2	_____
CITY	_____ STATE _____ ZIP _____

Attach Additional Sheets If Necessary.

PART 3

As an alternative to completing this form, a Vendor {Bidder} with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest.

NEW JERSEY TRANSIT REQUEST FOR PROPOSAL

NO. 21-048A/B

**HUDSON COUNTY LOCAL BUS SERVICE
AND/OR
NORTH HUDSON LOCAL BUS SERVICE**

APPENDIX K

**Intentionally Left Blank
HUDSON COUNTY LOCAL BUS SERVICE**

- 2 Jersey City / Journal Square / Secaucus
- 84 North Bergen / Jersey City / Secaucus
- 88 North Bergen / Jersey City / Secaucus

NORTH HUDSON LOCAL BUS SERVICE

- 22 North Bergen / Union City / Hoboken
- 23 North Bergen / Weehawken – Port Imperial / Hoboken
- 86 Union City / Jersey City / Newport Mall
- 89 North Bergen / Hoboken

NEW JERSEY TRANSIT REQUEST FOR PROPOSAL

NO. 21-048A/B

**HUDSON COUNTY LOCAL BUS SERVICE
AND/OR
NORTH HUDSON LOCAL BUS SERVICE**

APPENDIX L

**AFFIDAVIT OF COMPLIANCE WITH NJ TRANSIT'S CODE OF ETHICS FOR
VENDORS AND STATE OF NEW JERSEY ETHICS LAWS
HUDSON COUNTY LOCAL BUS SERVICE**

2 Jersey City / Journal Square / Secaucus
84 North Bergen / Jersey City / Secaucus
88 North Bergen / Jersey City / Secaucus

NORTH HUDSON LOCAL BUS SERVICE

22 North Bergen / Union City / Hoboken
23 North Bergen / Weehawken – Port Imperial / Hoboken
86 Union City / Jersey City / Newport Mall
89 North Bergen / Hoboken

APPENDIX L

AFFIDAVIT OF COMPLIANCE NJ TRANSIT'S CODE OF ETHICS FOR VENDORS AND STATE OF NEW JERSEY ETHICS LAWS

I, _____ (*name of individual*),
executing this document on behalf of the undersigned company, partnership, corporation,
or entity hereinafter referred to as "Contractor", presently seeking to do business with NJ
TRANSIT by way of a Request for Proposals ("RFP"), hereby warrant and affirm to NJ
TRANSIT as follows:

1. I warrant and affirm that Contractor has received a copy of NJ TRANSIT's Code of Ethics for Vendors and that I have read and studied this document and distributed this document to all of Contractor's personnel, including but not limited to Subcontractors, involved in seeking to do business with NJ TRANSIT and required said personnel to fully read this document. In addition, I further warrant and affirm that Contractor has received from NJ TRANSIT a document entitled "Important Notice to All Contractors and Consultants" and that I have read and studied this document, including the page setting forth various New Jersey statutory provisions, and that Contractor has distributed this document to all of Contractor's personnel involved in seeking to do business with NJ TRANSIT and required said personnel to fully read this document.

2. Contractor warrants and affirms that it has issued written instructions to all of Contractor's personnel involved in seeking to do business with NJ TRANSIT instructing and requiring same to strictly adhere to the Contractor's responsibilities as set forth in NJ TRANSIT's Code of Vendor Ethics and in the "Important Notice to All Contractors and Consultants".

3. Contractor warrants and affirms that during the proposal process for the contract with NJ TRANSIT, no gratuities or other inducements have been offered or given or will be offered or given in any form including gifts, gratuities, benefits, inducements, meals (other than *de minimis* valued snacks such as coffee, tea, soda, pretzels, cookies, or similar non-meal items), entertainment, or any other thing of value or favors of any kind

to any member of NJ TRANSIT's Board of Directors, officer or employee of NJ TRANSIT.

4. The Contractor warrants and affirms that during the RFP process for the contract with NJ TRANSIT, Contractor has not and will not make any offers of employment to any member of the NJ TRANSIT Board of Directors, officer or employee directly involved with this contract or solicit or interview therefor, directly or indirectly, without first seeking and obtaining written approval from NJ TRANSIT's Chief Ethics Liaison Officer.

5. The Contractor warrants and affirms that during the RFP process for the contract with NJ TRANSIT it has and shall promptly report in writing to NJ TRANSIT every instance that comes to the Contractor's attention and knowledge regarding any member of NJ TRANSIT's Board of Directors, officer or employee of NJ TRANSIT or their immediate family member, who has either accepted, solicited or asked Contractor to provide any amount of money, gifts, loans, gratuities, benefits, inducements, food (with the exception of coffee, tea, soda, pretzels, donuts, or similar snacks, which may be provided to all attendees at a conference, seminar or business meeting), entertainment or any other thing of value or favors of any kind or has made any solicitation or request, directly or indirectly, for employment with or through the Contractor.

6. The Contractor acknowledges and accepts that for breach or violation of the foregoing warranties and affirmations, NJ TRANSIT shall have the discretion and legal right to disqualify Contractor from bidding or proposing for a contract between the Contractor and NJ TRANSIT.

(Print Name of Contractor)

(Signature of Authorized Principal or Officer)

(Print Name and Title of Signator)

Sworn to and Subscribed to before me, this _____ day of _____, 20__

**IMPORTANT NOTICE
TO
ALL CONTRACTORS AND CONSULTANTS**

NJ TRANSIT is an instrumentality of the State of New Jersey and its employees and officers, including members of the NJ TRANSIT Board of Directors, are public servants. NJ TRANSIT, its employees and officers are governed by a number of civil and criminal laws which control how NJ TRANSIT and its personnel do business with contractors and consultants. These provisions include the Conflicts of Interest Law, N.J.S.A. 52:13D-12 and contain unequivocal and stringent restrictions relating to gifts and gratuities.

Be advised that the law prohibits the receipt of gifts and gratuities by any NJ TRANSIT employee or officer from any person, company or entity doing business - or wanting to do business - with NJ TRANSIT. Concomitantly, NJ TRANSIT's own Code of Ethics and Code of Ethics for Vendors prohibits NJ TRANSIT employees from accepting gifts and prohibits you, the contractors and consultants, from offering any gifts to any NJ TRANSIT employee.

The term "gift" is broadly and widely defined. It includes all things and objects, tangible or intangible, including services, gratuities, meals, entertainment, tickets to events, access to membership clubs, travel costs, and lodging. Simply put, a "gift" is anything of value.

Do not, under any circumstance, tempt or put an NJ TRANSIT employee in the awkward position of having to refuse a gift or return a gift, no matter how well intentioned or innocuous the gift may be in your eyes.

The bright line rule for you and your staff in doing business with NJ TRANSIT is simple: Offer nothing and give nothing to any NJ TRANSIT employee or officer. It is your responsibility to circulate this Notice in your company and educate accordingly all personnel who do business with NJ TRANSIT.

NEW JERSEY TRANSIT REQUEST FOR PROPOSAL

NO. 21-048A/B

**HUDSON COUNTY LOCAL BUS SERVICE
AND/OR
NORTH HUDSON LOCAL BUS SERVICE**

APPENDIX M

**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM
HUDSON COUNTY LOCAL BUS SERVICE**

2	Jersey City / Journal Square / Secaucus
84	North Bergen / Jersey City / Secaucus
88	North Bergen / Jersey City / Secaucus

NORTH HUDSON LOCAL BUS SERVICE

22	North Bergen / Union City / Hoboken
23	North Bergen / Weehawken – Port Imperial / Hoboken
86	Union City / Jersey City / Newport Mall
89	North Bergen / Hoboken



DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

VENDOR/BIDDER NAME: _____

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury’s Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division’s website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury’s Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury’s Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities
Relationship to Vendor/ Bidder
Description of Activities

Duration of Engagement
Anticipated Cessation Date

Attach Additional Sheets If Necessary.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

Date

Print Name and Title

NEW JERSEY TRANSIT REQUEST FOR PROPOSAL

NO. 21-048A/B

**HUDSON COUNTY LOCAL BUS SERVICE
AND/OR
NORTH HUDSON LOCAL BUS SERVICE**

APPENDIX N

**NON-COLLUSION AFFIDAVIT
HUDSON COUNTY LOCAL BUS SERVICE**

2 Jersey City / Journal Square / Secaucus
84 North Bergen / Jersey City / Secaucus
88 North Bergen / Jersey City / Secaucus

NORTH HUDSON LOCAL BUS SERVICE

22 North Bergen / Union City / Hoboken
23 North Bergen / Weehawken – Port Imperial / Hoboken
86 Union City / Jersey City / Newport Mall
89 North Bergen / Hoboken

APPENDIX N

NON-COLLUSION AFFIDAVIT

STATE OF _____:

COUNTY OF _____:

I, _____ of the City of _____
In the County of _____ and the State of _____
of full age, being duly sworn according to law on my oath depose and say that:

I am _____ of
the firm of _____ the
Proposer making the Proposal for the above-named project, and that I executed
the said Proposal with full authority so to do; that said Proposer has not, directly,
entered into any agreement, participated in any collusion, or otherwise taken any
action in restraint of free, competitive bidding in connection with the above- named
project; and that all statements contained in said Proposal and in this affidavit are
true and correct; and made with full knowledge that NJ TRANSIT relies upon the
truth of the statements contained in said Proposal and in the statements contained
in this affidavit in awarding the Contract for the said project.

I further warrant that no person or selling agency has been employed or
retained to solicit or secure such Contract upon an agreement or understanding for
a commission, percentage, brokerage or contingent fee, except bona fide employees
or bona fide established commercial or selling agencies maintained by

(Name of Contractor)

Signature

Type or Print Name

Subscribed and sworn to before me this
____ day of _____, 20____

Notary Public

My commission expires _____, 20_____.

NEW JERSEY TRANSIT REQUEST FOR PROPOSAL

NO. 21-048A/B

**HUDSON COUNTY LOCAL BUS SERVICE
AND/OR
NORTH HUDSON LOCAL BUS SERVICE**

APPENDIX O

**CERTIFICATION OF ELIGIBILITY
HUDSON COUNTY LOCAL BUS SERVICE**

2 Jersey City / Journal Square / Secaucus
84 North Bergen / Jersey City / Secaucus
88 North Bergen / Jersey City / Secaucus

NORTH HUDSON LOCAL BUS SERVICE

22 North Bergen / Union City / Hoboken
23 North Bergen / Weehawken – Port Imperial / Hoboken
86 Union City / Jersey City / Newport Mall
89 North Bergen / Hoboken

APPENDIX O

CONTRACTOR'S CERTIFICATION OF ELIGIBILITY

_____ (Insert Name of Company) hereby certifies that it and its Subcontractor(s) is(are) not listed on the State of New Jersey, Department of Labor and Workforce Development, Division of Wage and Hour Compliance, Prevailing Wage Debarment List or on the State of New Jersey, Department of Treasury, Consolidated Debarment Report.

_____ (Insert Name of Company) and its Subcontractor(s) have no exclusion on the consolidated U.S. Government, System for Award Management (SAM) database.

I, being duly authorized, certify that the information supplied above is complete and correct to the best of my knowledge. I certify that all of the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Signature

Type or Print Name

Title

Date: _____

NEW JERSEY TRANSIT REQUEST FOR PROPOSAL

NO. 21-048A/B

**HUDSON COUNTY LOCAL BUS SERVICE
AND/OR
NORTH HUDSON LOCAL BUS SERVICE**

APPENDIX P

**SOURCE DISCLOSURE FORM
HUDSON COUNTY LOCAL BUS SERVICE**

2	Jersey City / Journal Square / Secaucus
84	North Bergen / Jersey City / Secaucus
88	North Bergen / Jersey City / Secaucus

NORTH HUDSON LOCAL BUS SERVICE

22	North Bergen / Union City / Hoboken
23	North Bergen / Weehawken – Port Imperial / Hoboken
86	Union City / Jersey City / Newport Mall
89	North Bergen / Hoboken



**STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY**

**33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230**

SOURCE DISCLOSURE FORM

BID SOLICITATION #: _____

VENDOR {BIDDER}: _____

The Vendor {Bidder} submits this form in response to a Bid Solicitation issued by the State of New Jersey, Department of the Treasury, Division of Purchase and Property, in accordance with the requirements of N.J.S.A. 52:34-13.2.

PART 1

- All services will be performed by the Contractor and Subcontractors in the United States. Skip Part 2.
- Services will be performed by the Contractor and/or Subcontractors outside of the United States. **Complete Part 2.**

PART 2

Where services will be performed outside of the United States, please list every country where services will be performed by the Contractor and all Subcontractors. If any of the services cannot be performed within the United States, the Contractor shall state, with specificity, the reasons why the services cannot be performed in the United States. The Director of the Division of Purchase and Property will review this justification and if deemed sufficient, the Director may seek the Treasurer's approval.

Name of Contractor/ Sub-contractor	Performance Location Country	by	Description of Service(s) to be Performed Outside of the U.S.	Reason Why the Service(s) Cannot be Performed in the U.S.

Any changes to the information set forth in this form during the term of any Contract awarded under the referenced Bid Solicitation or extension thereof will be immediately reported by the Contractor to the Director of the Division of Purchase and Property.

If during the term of the Contract the Contractor shifts the location of services outside the United States, without a prior written determination by the Director, the Contractor shall be deemed in breach of Contract, and the Contract will be subject to termination for cause pursuant to the State of New Jersey Standard Terms and Conditions.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor {Bidder}, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor {Bidder} is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

Signature

Date

Print Name and Title

NEW JERSEY TRANSIT REQUEST FOR PROPOSAL

NO. 21-048A/B

**HUDSON COUNTY LOCAL BUS SERVICE
AND/OR
NORTH HUDSON LOCAL BUS SERVICE**

APPENDIX Q

**STATEMENT OF JOINT VENTURE FOR PROFESSIONAL
SERVICES**

HUDSON COUNTY LOCAL BUS SERVICE

2	Jersey City / Journal Square / Secaucus
84	North Bergen / Jersey City / Secaucus
88	North Bergen / Jersey City / Secaucus

NORTH HUDSON LOCAL BUS SERVICE

22	North Bergen / Union City / Hoboken
23	North Bergen / Weehawken – Port Imperial / Hoboken
86	Union City / Jersey City / Newport Mall
89	North Bergen / Hoboken

APPENDIX Q
STATEMENT OF JOINT VENTURE
FOR
PROFESSIONAL SERVICES

WE, THE UNDERSIGNED, BEING DULY SWORN ACCORDING TO LAW, UPON OUR RESPECTIVE OATHS DEPOSE AND SAY THAT:

1. THE CONSULTANT, UNDER WHOSE NAME WE HAVE AFFIXED OUR RESPECTIVE SIGNATURES, HAS DULY AUTHORIZED AND EMPOWERED US TO EXECUTE THIS STATEMENT OF JOINT VENTURE IN THE NAME OF AND ON BEHALF OF SUCH CONSULTANT FOR THE PURPOSES HEREIN FURTHER SET FORTH.

2. THE FOLLOWING NAMED CONSULTANTS:

(a) ; ;
; Individual Partnership Corporation

(b) ; ;
; Individual Partnership Corporation

(c) ; ;
; Individual Partnership Corporation

HAVE ENTERED INTO A JOINT VENTURE FOR THE SPECIAL PURPOSE OF CARRYING ON THE WORK AND PROFESSIONAL SERVICES HEREINAFTER DESCRIBED.

3. UNDER THE PROVISIONS OF SUCH JOINT VENTURE THE ASSETS OF EACH OF THE CONSULTANTS NAMED IN PARAGRAPH 2 HEREOF, AND IN CASE ANY CONSULTANT SO NAMED ABOVE IS A PARTNERSHIP THE ASSETS OF THE INDIVIDUAL MEMBERS OF SUCH PARTNERSHIP, WILL BE AVAILABLE FOR THE PERFORMANCE OF SUCH JOINT VENTURE AND LIABLE THEREFOR AND FOR ALL OBLIGATIONS INCURRED IN CONNECTION THEREWITH.

4. THIS STATEMENT OF JOINT VENTURE IS EXECUTED SO THAT THE NAMED CONSULTANTS MAY, UNDER SUCH JOINT VENTURE, PROPOSE TO PERFORM THE WORK AND PROFESSIONAL SERVICES HEREIN MENTIONED AND THEY MAY, IF THE SUCCESSFUL PROPOSER THEREFOR, BE AWARDED THE CONTRACT FOR SUCH WORK AND PROFESSIONAL SERVICES. ANY CONTRACT RELATING TO THE WORK AND PROFESSIONAL SERVICES HEREINAFTER SPECIFIED SHALL BE EXECUTED BY ANY PERSON AUTHORIZED TO BIND ANY MEMBER OF THIS JOINT VENTURE, AND WHEN SO EXECUTED SHALL BIND THIS JOINT VENTURE AND EACH AND EVERY CONSULTANT NAMED HEREIN, SEVERALLY AND JOINTLY. SIMULTANEOUS WITH THE EXECUTION OF THE CONTRACT THE JOINT VENTURERS SHALL DESIGNATE AND APPOINT A PROJECT MANAGER/DIRECTOR TO ACT AS THEIR TRUE AND LAWFUL AGENT WITH FULL POWER AND AUTHORITY TO DO AND PERFORM ANY AND ALL ACTS OR THINGS NECESSARY TO CARRY OUT THE WORK AND PROFESSIONAL SERVICES SET FORTH IN SAID CONTRACT.

STATEMENT OF JOINT VENTURE
FOR
PROFESSIONAL SERVICES
(Continued)

5. AS JOINT VENTURERS, WE BIND THE CONSULTANT FOR WHOM WE RESPECTIVELY EXECUTE THIS STATEMENT OF JOINT VENTURE IN FIRM AGREEMENT WITH NJ TRANSIT THAT EACH OF THE REPRESENTATIONS HEREIN SET FORTH IS TRUE.

6. THE WORK AND PROFESSIONAL SERVICES FOR WHICH THIS JOINT VENTURE HAS BEEN ENTERED INTO IS IDENTIFIED AS:

.....

.....

.....

.....

SUBSCRIBED AND SWORN TO BEFORE ME,

THIS DAY OF
....., 20

(a)
(Name of Consultant)

BY
(Also type or print name of signer)

SUBSCRIBED AND SWORN TO BEFORE ME,

THIS DAY OF
....., 20

(b)
(Name of Consultant)

BY
(Also type or print name of signer)

SUBSCRIBED AND SWORN TO BEFORE ME,

THIS DAY OF
....., 20

(c)
(Name of Consultant)

BY
(Also type or print name of signer)

TO BE EXECUTED BY EACH JOINT VENTURER

AUTHORIZATION AND DESIGNATION OF RESPECTIVE AFFIANTS TO THE STATEMENT OF JOINT VENTURE HERETO ATTACHED TO ACT FOR AND ON BEHALF OF THE CONSULTANTS NAMED IN PARAGRAPH 2 THEREOF:

(a) HEREBY CERTIFIES THAT
(Name of Consultant)

..... HAS BEEN AND IS HEREBY EMPOWERED
(Name of Representative)

TO SIGN THE STATEMENT OF JOINT VENTURE ATTACHED HERETO AS THE AUTHORIZED
REPRESENTATIVE OF
(Name of Consultant)

FOR THE SPECIAL PURPOSE THEREIN EXPRESSED.

ATTEST

(SEAL NECESSARY IF CORPORATION)

.....

(b) HEREBY CERTIFIES THAT
(Name of Consultant)

..... HAS BEEN AND IS HEREBY EMPOWERED
(Name of Representative)

TO SIGN THE STATEMENT OF JOINT VENTURE ATTACHED HERETO AS THE AUTHORIZED
REPRESENTATIVE OF
(Name of Consultant)

FOR THE SPECIAL PURPOSE THEREIN EXPRESSED.

ATTEST

(SEAL NECESSARY IF CORPORATION)

.....

(c) HEREBY CERTIFIES THAT
(Name of Consultant)

..... HAS BEEN AND IS HEREBY EMPOWERED
(Name of Representative)

TO SIGN THE STATEMENT OF JOINT VENTURE ATTACHED HERETO AS THE AUTHORIZED
REPRESENTATIVE OF
(Name of Consultant)

FOR THE SPECIAL PURPOSE THEREIN EXPRESSED.

ATTEST

(SEAL NECESSARY IF CORPORATION)

NEW JERSEY TRANSIT REQUEST FOR PROPOSAL

NO. 21-048A/B

**HUDSON COUNTY LOCAL BUS SERVICE
AND/OR
NORTH HUDSON LOCAL BUS SERVICE**

APPENDIX R

**NJ TRANSIT'S PROTEST PROCEDURES
HUDSON COUNTY LOCAL BUS SERVICE**

- 2 Jersey City / Journal Square / Secaucus
- 84 North Bergen / Jersey City / Secaucus
- 88 North Bergen / Jersey City / Secaucus

NORTH HUDSON LOCAL BUS SERVICE

- 22 North Bergen / Union City / Hoboken
- 23 North Bergen / Weehawken – Port Imperial / Hoboken
- 86 Union City / Jersey City / Newport Mall
- 89 North Bergen / Hoboken

APPENDIX R

Protest Procedure

Definitions

1. "File or Submit" means date of receipt by NJ TRANSIT's Contracting Officer.
2. "Federal Law or Regulation" means any valid requirement imposed by Federal statute or regulation governing contracts awarded pursuant to the grant agreement. This includes the requirements as stated in FTA Circular 4220.1F
3. "Interested Party" means an actual or prospective Proposer, an offeror or party whose direct economic interest would be affected by the award or failure to award the contract at issue.

Parties

Only an Interested Party may file a protest.

Types of Protests/Time Limits

1. Protests based upon a challenge to the specifications or alleged improprieties in NJ TRANSIT'S procurement process must be filed no later than fourteen (14) Calendar Days prior to the Proposal submission date.
2. Protests based upon rejection of a Proposal shall be filed no later than five (5) business days after the Protestor receives notification of rejection from NJ TRANSIT.
3. Protests based upon the award of a contract shall be filed no later than five (5) Business Days after the receipt of NJ TRANSIT's Notice of Intent to Award.
4. All protests must be filed in writing. Oral protests will not be accepted.

Where to File

Protests must be filed directly with NJ TRANSIT'S Contracting Officer, or designee, at the address of 1 Penn Plaza East, Sixth Floor, Newark, New Jersey 07105, and identifying the RFP number.

The Protest

The protest must contain the following information:

1. The name, address, and telephone number of the protestor.
2. Identity of the RFP (by number and description).
3. A statement of the specific grounds for protest and any supporting documentation. Additional materials in support of the protest will only be considered if filed within the time limits set in Section C.
4. An indication of the ruling or relief desired from NJ TRANSIT.

Confidentiality of Protest

Materials submitted by a protestor will not be withheld from any interested party, except to the extent that the withholding of information is permitted or required by law or regulation. If the protestor believes the protest and any supporting documentation contains proprietary material that should be withheld, the protestor shall submit a statement advising of this fact affixed to the front page of the protest documents and the alleged proprietary information must be so identified wherever it appears. In the event that a public request is made for materials that the protestor has identified as confidential, NJ TRANSIT shall have the sole discretion and final authority to determine whether the materials are exempt from public disclosure and shall take action as required by applicable law.

Protest Procedures: Challenges to a Specification

1. An Interested Party finding cause to challenge a specification contained within the RFP may submit a written protest to NJ TRANSIT's Contracting Officer setting forth in detail the grounds for such protest;
2. A written protest may be submitted by an Interested Party only after NJ TRANSIT has formally responded to any questions raised by prospective Proposers and must be submitted at least fourteen (14) Calendar Days prior to the Proposal submission date to permit a review of the merits of the protest and to take appropriate action, as may be necessary, prior to the scheduled deadline for Proposal submission.
3. A protest of a specification of the advertised RFP shall contain the following:
 - i. The RFP number and description; and
 - ii. The specification(s) at issue and the specific grounds for challenging the cited specification(s), including all arguments, materials, or other documentation in support of the protestor's position.

4. NJ TRANSIT's Contracting Officer may disregard a protest not containing all of the items set forth in 3 above
5. NJ TRANSIT's Contracting Officer may, upon timely receipt of a protest of a specification, issue a final written decision on the protest prior to the Proposal submission date. Where a decision is issued, such determination shall be a final agency decision. NJ TRANSIT's Contracting Officer has the sole discretion to determine if an in-person presentation by the protestor is necessary to reach an informed decision on the protest.
6. NJ TRANSIT's Contracting Officer may resolve a protest of a specification by amending the RFP and extending the deadline for Proposal submission, by canceling the procurement, or by any other appropriate means.

Protest Procedures: Challenges to Rejection of a Proposal or Contract Award

1. An Interested Party finding cause to challenge the rejection of a Proposal, or award of the Contract for this RFP may submit a written protest to NJ TRANSIT's Contracting Officer setting forth in detail the grounds for such protest.
2. All written protests must conform to the time requirements as set forth above. Failure to timely submit a protest may result in the disregard of a protest.
3. A protest under this section shall contain the following information:
 - i. The RFP number and description;
 - ii. The specific grounds for the protest including all arguments, materials, or other documentation in support of the protestor's position; and
 - iii. A statement as to whether the protestor requests an opportunity for an in-person hearing and the reason(s) for the request. The opportunity for an in-person presentation is at the sole discretion of the NJ TRANSIT Contracting Officer and subject to the terms set forth below.
4. Failure by a protestor to include all required information may result in a dismissal of the protest.
5. Protests accepted by NJ TRANSIT shall be resolved in writing on the basis of NJ TRANSIT's review of the record, including, but not limited to, the written protest, the terms, conditions, and requirements of the RFP, pertinent administrative rules, statutes, and case law, and any associated documentation NJ TRANSIT deems appropriate. In cases where no in-person hearing is held,

the written record shall, in and of itself, constitute a hearing. The determination by NJ TRANSIT shall be a final agency decision.

- i. NJ TRANSIT has the sole discretion to determine if an in-person presentation by the protestor is necessary to reach an informed decision on the matter(s) of the protest. In-person presentations are for the benefit of NJ TRANSIT. NJ TRANSIT also has the discretion to limit attendance at an in-person presentation, when granted.
- ii. NJ TRANSIT's decision will address only the issues raised originally by the protestor.

Request for Additional Information

1. NJ TRANSIT's Contracting Officer, or designee, is entitled to request, receive, and review copies of any and all records and documents deemed appropriate and relevant to the issues and arguments set forth in the protest. Upon receipt of a request by NJ TRANSIT's Contracting Officer, or designee, the protestor shall promptly provide the requested records and documents free of charge within the time frame specified by NJ TRANSIT.
2. If a protestor fails to comply with the provisions of this section, such failure may constitute a reasonable basis for NJ TRANSIT to resolve the protest against the protestor. Failure of a protestor to comply expeditiously with a request for information as specified by NJ TRANSIT's Contracting Officer, or designee, may also result in determination of the protest without consideration of the additional information.
3. NJ TRANSIT'S Contracting Officer, or designee, may also consider relevant information requested and received from other parties deemed appropriate by NJ TRANSIT.

Procurement Process Status

Upon timely receipt of a protest, NJ TRANSIT will delay the opening of Proposals until after resolution of the protest for protests filed prior to the Proposal submission date, or withhold award until after resolution of the protest for protests filed after Proposal receipt. However, NJ TRANSIT may open Proposals, or award a contract whenever NJ TRANSIT, at its sole discretion, determines that:

1. The items or work to be procured are urgently required; or
2. Delivery or performance will be unduly delayed by failure to make the award promptly; or

3. Failure to make prompt award will otherwise cause undue harm to NJ TRANSIT or the Federal Government.

Federal Transit Administration (FTA) Involvement

Where procurements are funded by the FTA, the protestor may protest to the FTA only where the protest alleges that NJ TRANSIT failed to have or to adhere to its protest procedures, failed to review a complaint or protest, or alleges a violation of a Federal law or regulation. Any protest to the FTA must be filed in accordance with FTA Circular 4220.1F.

NEW JERSEY TRANSIT REQUEST FOR PROPOSAL

NO. 21-048A/B

**HUDSON COUNTY LOCAL BUS SERVICE
AND/OR
NORTH HUDSON LOCAL BUS SERVICE**

APPENDIX S

**FEDERAL TRANSIT ADMINISTRATION (FTA) CIVIL RIGHTS
ASSURANCE
HUDSON COUNTY LOCAL BUS SERVICE**

2	Jersey City / Journal Square / Secaucus
84	North Bergen / Jersey City / Secaucus
88	North Bergen / Jersey City / Secaucus

NORTH HUDSON LOCAL BUS SERVICE

22	North Bergen / Union City / Hoboken
23	North Bergen / Weehawken – Port Imperial / Hoboken
86	Union City / Jersey City / Newport Mall
89	North Bergen / Hoboken

APPENDIX S

FEDERAL TRANSIT ADMINISTRATION CIVIL RIGHTS ASSURANCE

_____ (Name of Contractor) HEREBY CERTIFIES THAT, as a condition of receiving Federal financial assistance under the Federal Transit Administration Act of 1964, as amended, it will ensure that:

1. No person on the basis of race, color, or national origin will be subjected to discrimination in the level and quality of transportation services and transit-related benefits.

2. _____ (Name of Contractor) will compile, maintain, and submit in a timely manner Title VI information required by FTA Circular 4702.1 and in compliance with the Department of Transportation's Title VI regulation, 49 CFR Part 21.9.

3. _____ (Name of Contractor) will make it known to the public that those person or persons alleging discrimination on the basis of race, color, or national origin as it relates to the provision of transportation services and transit-related benefits may file a complaint with the Federal Transit Administration and/or the U.S. Department of Transportation.

The person or persons whose signature appears below are authorized to sign this assurance on behalf of the grant applicant or recipient.

(Name & Title of Authorized Officer)

Date

(Signature of Authorized Officer)

NEW JERSEY TRANSIT REQUEST FOR PROPOSAL

NO. 21-048A/B

**HUDSON COUNTY LOCAL BUS SERVICE
AND/OR
NORTH HUDSON LOCAL BUS SERVICE**

APPENDIX T

**CERTIFICATION OF LOWER TIER PARTICIPANT REGARDING
DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND
VOLUNTARY EXCLUSION
HUDSON COUNTY LOCAL BUS SERVICE**

2	Jersey City / Journal Square / Secaucus
84	North Bergen / Jersey City / Secaucus
88	North Bergen / Jersey City / Secaucus

NORTH HUDSON LOCAL BUS SERVICE

22	North Bergen / Union City / Hoboken
23	North Bergen / Weehawken – Port Imperial / Hoboken
86	Union City / Jersey City / Newport Mall
89	North Bergen / Hoboken

APPENDIX T

**CERTIFICATION OF LOWER TIER PARTICIPANT REGARDING DEBARMENT,
SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**

The Lower Tier Participant, _____(Company), certifies that neither it nor its principals, owners, and/or officers are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(If the Lower Tier Participant (potential sub-grantee or sub-recipient under an FTA project, potential third party contractor, or potential subcontractor under a major third party contract) is unable to certify to any of the statements in this certification, such participant shall attach an explanation.).

The Lower Tier Participant _____(Company), certifies or affirms truthfulness and accuracy of the contents of the statements submitted on or with this Certification and understands that the provisions of 31 U.S.C. Sections 3801 et. seq. are applicable thereto.

Signature & Title of Authorized Official

The undersigned chief legal counsel for _____
(Company) hereby certifies that the _____(Company)
has authority under state and local law to comply with the subject assurances and that
the certification above has been legally made.

Signature of Applicant's Attorney

Date

NEW JERSEY TRANSIT REQUEST FOR PROPOSAL

NO. 21-048A/B

**HUDSON COUNTY LOCAL BUS SERVICE
AND/OR
NORTH HUDSON LOCAL BUS SERVICE**

APPENDIX U

**CERTIFICATION REGARDING LOBBYING
HUDSON COUNTY LOCAL BUS SERVICE**

2 Jersey City / Journal Square / Secaucus
84 North Bergen / Jersey City / Secaucus
88 North Bergen / Jersey City / Secaucus

NORTH HUDSON LOCAL BUS SERVICE

22 North Bergen / Union City / Hoboken
23 North Bergen / Weehawken – Port Imperial / Hoboken
86 Union City / Jersey City / Newport Mall
89 North Bergen / Hoboken

APPENDIX U

CERTIFICATION REGARDING LOBBYING

I, _____, _____ (Title), hereby certify, to the best of my knowledge and belief on behalf of _____ (Company) that:

1. No federal appropriated funds shall be paid by or on behalf of the carrier to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an office or employee of any agency, a Member of congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure form to Report Lobbying", in accordance with its instructions.

Executed this _____ day of _____, 20

NAME

TITLE

COMPANY

The undersigned chief legal counsel for _____ (Company) hereby certifies that the _____ (Company) has authority under state and local law to comply with the subject assurances and that the certification above has been legally made.

Signature of Applicant's Attorney

Date

NJ TRANSIT CONTRACT NO. 21-048A

HUDSON COUNTY LOCAL BUS SERVICE

ATTACHMENT A

RFP SCOPE OF

SERVICES

ATTACHMENT A TO AGREEMENT 21-048A

SCOPE OF SERVICES

I. TRANSPORTATION SERVICES

A. Standards of Service:

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

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

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

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

B. Regular Route Bus Service Routes:

Hudson County Local Bus Service

<u>Route No.</u>	<u>Route Name</u>
2	Jersey City / Journal Square / Secaucus
84	North Bergen / Jersey City / Secaucus
88	North Bergen / Jersey City / Secaucus

North Hudson Local Bus Service

<u>Route No.</u>	<u>Route Name</u>
22	North Bergen / Union City / Hoboken
23	North Bergen / Weehawken - Port Imperial / Hoboken
86	Union City / Jersey City / Newport Mall
89	North Bergen / Hoboken

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

C. Schedules:

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

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

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

D. Missed Trips:

1. Missed Trips Defined

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

- a. Any scheduled trip which does not commence within twenty (20) minutes of the time designated for the start of that trip (as denoted on the printed public timetable supplied by NJ TRANSIT); or
- b. Any scheduled trip, which fails to arrive at its scheduled final destination point for that trip (as denoted on the printed public timetable supplied by

NJ TRANSIT) within twenty (20) minutes of the scheduled time of its arrival at said point.

2. Assessment of Damages for Missed Trips:

- a. Missed trips as described in D(1) above, which are properly and timely reported in the Daily Report of Operations, by the Carrier to NJ TRANSIT will be assessed damages in the amount of \$150.00 per trip.
- b. Missed trips as described in D(1) above, which are **not** properly and timely reported in the Daily Report of Operations by the Carrier to NJ TRANSIT will be assessed damages in the amount of \$300.00 per trip.
- c. Carrier will receive reports at a frequency to be determined by NJ TRANSIT depicting the trips missed as per NJ TRANSIT's electronic vehicle monitoring system(s). Any disputes of the missed trips, as reported by the system(s), will be brought to the attention of Private Carrier Affairs in writing within three (3) business days by the Carrier along with evidence of the completion of the disputed trip(s). Upon research and verification of the completion of the disputed trip(s), NJ TRANSIT Private Carrier Affairs will note the discrepancy and credit the Carrier for the completion of said trip(s). Trips that appear on the reports that are not disputed by the Carrier in writing within three (3) business days of receipt of report will be considered as having been confirmed as missed by the Carrier, and are expected to be recorded on the Carrier's Daily Report of Operations and/or included on the Monthly Report of Operations, and will be assessed in accordance with sections a and b above.
- d. Assessments made for missed trips shall be automatically deducted by NJ TRANSIT from the Carrier's payments. Should the Carrier contest such assessments, an appeal shall be made pursuant to the dispute resolution provision as outlined in Part C (10) of **Appendix A, Agreement for Operating Motor Bus Passenger Service and for Equipment Lease/Sublease.**

3. Assessment of Damages for Driver Log-In Violations

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

- a. Logging into the system in "manual mode" should only occur when authorized by NJ Transit, Private Carrier Affairs for reasons such as database discrepancies, timely reported equipment malfunctions, or system malfunctions out of the control of the Carrier. Additionally, the

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

- b. Proper and timely logging in to the on-board vehicle service information system is required for all revenue service operations. Carrier must train all drivers in the proper use of the equipment and must ensure they are properly logged into their assigned work as required by NJ TRANSIT. Failure by the driver to log into the system when in service shall result in the damage assessment as described above.
- c. All on-board equipment must be checked to ensure it is operational prior to the driver departing the dispatch facility. Any equipment that is not operational must be reported to dispatch immediately. If there is a mechanical malfunction that prevents the driver from logging into the vehicle service information system as required, the vehicle, whenever possible, should be reassigned and repaired prior to being used in service. NJ TRANSIT Private Carrier Affairs must be notified in writing by e-mail immediately so repairs of the system can be scheduled. If putting that vehicle into an out of service state awaiting repairs causes a disruption of the service, the Carrier may authorize the driver to operate the run, notify NJ TRANSIT Private Carrier Affairs in writing, and document, in detail, the authorized operation of that vehicle on the Daily Report of Operations. Any trips made prior to the notification of the defect to NJ TRANSIT Private Carrier Affairs, may be subject to the driver log-in violation penalties as detailed above.

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

4. Daily Report of Operations

The Carrier shall prepare in writing and forward to NJ TRANSIT, on the forms set forth by NJ TRANSIT and attached as **Exhibit H**, a daily report of operations, which shall include a report of all missed trips identified from the prior day's operation by the 7th Calendar Day of each month. If no missed bus trips occurred, the Carrier 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 Carrier, such causes must be noted by the Carrier on the daily report of operations. NJ TRANSIT shall consider the causes listed by the Carrier on a case by case basis and shall notify the Carrier of any assessment to be imposed as a result of such review.

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

5. **Monthly Report of Operations**

In addition, the Carrier shall submit the Monthly Report of Operations to NJ TRANSIT by the seventh (7th) Calendar Day of each calendar month. The Monthly Report of Operations shall include a summary of each and every “missed” bus trip which occurred during the preceding month, including the dates and times of all such missed trips and the cause of the missed trip. If no “missed” trips occurred, the Carrier is required to indicate this fact on the Monthly Report of Operations. The Carrier’s Senior Vice President (SVP, or Chief Financial Officer (CFO) or duly authorized designee will be required to sign off and attest to the following clause which will be included on each monthly report of operations submitted to NJ TRANSIT, Private Carrier Affairs stating “I hereby certify, under perjury, that the information contained within this report is accurate to the best of my knowledge and that operated service statistics are fully supported by company records. I recognize that payment for services is subject to adjustment resulting from any subsequent audit by NJ TRANSIT.”

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

C. **Hiring and Training Process**

1. **Employee Requirements**

The Carrier shall have complete control over the employment of all personnel required to provide the service as outlined in Section III and detailed further in **Exhibits A and B**. The Proposer will provide NJ TRANSIT with a plan detailing the type and number of employees required to provide this service. The plan must include supervisory and management personnel requirements as well as requirements for drivers, mechanics, cleaners, clerical workers,

etc. Driver requirements must, at a minimum, meet the requirements specified in **Exhibit I**. In addition, all drivers utilized by the Carrier in the operation of this service must be capable of speaking, reading, writing, and understanding the English language. If a driver is found to be incapable of speaking, reading, writing, and understanding the English language, NJ TRANSIT may require that the driver be removed from providing service on the contracted routes.

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

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

2. Driver Training

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

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

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

contract must be provided with a copy of the Carrier's written safety and operating rules.

3. Non-Driver Personnel:

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

- a. **Project Manager:** The on-site individual responsible for the performance of all aspects of this service. This individual must have recent and relevant direct experience managing regularly scheduled, fixed route transit service similar in scope and complexity to that which is outlined in this Proposal. This individual must be assigned on a full-time basis to this service.
- b. **Operations Supervisor:** This person must be responsible for the performance of the fleet and will be authorized to make operational decisions in the Project Manager's absence. This individual must have recent and relevant direct experience managing regularly scheduled, fixed route transit service similar in scope and complexity to that which is outlined in this Proposal. This individual must be assigned on a full-time basis to this service.
- c. **Dispatcher(s):** Must be familiar with all contractual and operational requirements relating to the provision of the service, driver conduct and proper documentation of all service-related activity. A dispatcher must be on duty at the garage location any time the service outlined in the Proposal is being operated. This individual must be assigned on a full-time basis to this service.
- d. **Road Supervisor/Trainer:** The Proposer must allocate a sufficient number of personnel in this position to maintain an adequate driving force and perform road supervision and driver re-training. It is not acceptable to suspend on-road supervision during periods of intense driver training. Road supervisory duties are to include, but not be limited to, the following:
 - (1) Oversee a formalized program of on-road, both planned and random, supervision and evaluation of driver performance; and
 - (2) Accident and incident investigation.

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

- e. **Class “A” and “B” Mechanics:** Must hold all licenses and certifications necessary for his/her duties. The assigned individuals must be able to demonstrate prior experience with diesel buses, automatic transmissions, and wheelchair lift maintenance. A class “A” mechanic must be able to independently make any and all repairs to assigned equipment without aid or supervision and must also be able to manage the shop independently. A Class “B” mechanic must be capable of making any and all repairs to equipment assigned but requiring supervision for major repairs.
- f. **Utility Person/Cleaner:** Primary responsibilities include servicing vehicle fluids, cleaning, and other chores assigned by the garage supervisor.
- g. **Administrative/Clerical:** Carrier shall have adequate full time administrative/clerical staff to provide full support as required by the Agreement.

D. Road Supervision

The contracted service provided by the Carrier shall be supervised by the Carrier's supervisors who will monitor the performance of the system with respect to schedule adherence, driver conformity to the Carrier's rules and regulations, driver adherence to the specified route and accident investigations. Supervisors will maintain data sheets and will file reports of their findings. Such data sheets and reports will be made available to NJ TRANSIT during the term of the contract and for a period of one (1) year beyond termination of the contract.

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

E. Security Clearances

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

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

F. Fare System and Zone Structure

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

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

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

G. Information

1. Schedules

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

2. Advertising and Marketing

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

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

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

3. Phone Services:

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

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

II. EQUIPMENT AND MAINTENANCE

A. Equipment

1. Revenue Vehicles

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

to the bid deadline. The Carrier will accept the buses in "as is, where is" condition.

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

2. Communications

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

B. Maintenance

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

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

The Carrier is permitted to operate buses under the Agreement for Operating Motor Bus Passenger Service and for Equipment Lease/Sublease (**Appendix A**) with rented tires or rented batteries, but retreaded tires are **not** permitted on the

front axle of any leased equipment under any condition. NJ TRANSIT may order tires removed when tread depth, sidewall deteriorations, or deep cuts are deemed to make further operation unsafe. The Carrier shall not tamper with or remove any unit of leased equipment without first notifying NJ TRANSIT in writing.

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

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

C. Parts Inventory

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

D. Facilities

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

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

The Proposer must provide complete details about any other operations conducted from this facility. Any material change in the character or extent of

those operations during the contract period must be communicated to NJ TRANSIT at least thirty (30) Calendar days in advance of implementation. A site drawing and the facility owner's name must be included in the Technical Proposal.

E. Inspections

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

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

V. FINANCE AND LEGAL

A. Revenue and Collections

1. Equipment:

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

2. Fare Collection

All revenue collected by the Carrier and all monies earned by the Carrier or owed to the Carrier in providing the service shall be the property of NJ TRANSIT and shall be transferred to NJ TRANSIT without delay. It is the Carrier's exclusive responsibility to account for and safeguard this revenue,

which is the property of NJ TRANSIT. The Carrier shall also be responsible to account for the use of monthly bus passes, monthly bus cards, and tickets.

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

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

B. Reporting Requirements

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

C. Payment Terms

During the term of the Agreement for Operating Motor Bus Passenger Service & Equipment Lease/Sublease, the Carrier shall submit to NJ TRANSIT, by the seventh (7th) Calendar Day of each calendar month, a Monthly and Daily Report of Operations as outlined in **Exhibit H**, setting forth the operational statistics as defined in **Exhibits A, B, C and H** relating to the preceding calendar month. Within twenty (20) days from the receipt of this statement, NJ TRANSIT shall, subject to the availability of funds, pay to the Carrier an amount in accordance with **Exhibit M** attached hereto, less all damages assessed against the Carrier. Failure by the Carrier to submit the reports required in **Exhibit H**, will result in the withholding of payment until such reports are received. Each month's payment shall represent payment for the service provided by the Carrier during the preceding calendar month.

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

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

D. Audit Process

Consistent with N.J.S.A. 52:15C-14 and N.J.A.C. 17:44-2.2, the Carrier shall maintain all documentation related to the products, transactions, or services it provides under this Agreement for a period of five (5) years following the termination of this Agreement. Documentation shall be made available with

prompt access, which shall not be more than five (5) business days, to NJ TRANSIT, the State of New Jersey, the New Jersey Office of the State Comptroller, the USDOT, the FTA, and the Comptroller of the United States and the duly authorized representatives of each upon written, which includes email, request to inspect and audit the documentation.

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

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

The Carrier shall permit NJ TRANSIT, the State of New Jersey, the New Jersey Office of the State Comptroller, the USDOT, the FTA, and the Comptroller of the United States and the duly authorized representatives of each to inspect all vehicles, equipment, leased or subleased by NJ TRANSIT, as part of this Agreement, and all transportation services rendered by the Carrier by use of such equipment, including all relevant data and records.

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

E. Legal and Regulatory Requirements

1. Remedies

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

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

The remedies in this specification provided in favor of NJ TRANSIT shall not be deemed exclusive but shall be cumulative and shall be in addition to all other remedies in its favor existing at law or in equity. The Carrier agrees to waive any mandatory requirements of law, which might limit or modify any of

the remedies provided herein, to the extent that such waiver is permitted by law. The failure of NJ TRANSIT to exercise the rights granted it hereunder upon any occurrence of any of the contingencies set forth shall not constitute a waiver of such right upon recurrence of the contingency.

2. Nondiscrimination/Title VI

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

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

3. New Jersey Conscientious Employee Protection Act

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

- a. The employee discloses, or threatens to disclose, to a supervisor or a public body, a policy, activity, or practice of the employer that the employee reasonably believes is unlawful;
- b. The employee provides information to, or testifies before, a public body conducting an investigation or inquiring into the employer's violations of a law, rule, or regulation; or,
- c. The employee objects to, or refuses to participate in, any activity, policy, or practice which the employee reasonably believes is unlawful, fraudulent, or criminal, or incompatible with a clear mandate of public policy concerning public health, safety, or welfare.

4. Americans with Disabilities Act (ADA)

The Carrier agrees that the provisions of the Americans with Disabilities Act (ADA) (P.L. 101-336, 42 U.S.C. § 12101 et seq.) and the rules and regulations promulgated pursuant thereto (49 CFR 37.161-173, 38.21-39, 38.151-159 and 29 CFR 1630.1 et seq.) are made part of this RFP Document and are binding upon it. The Carrier shall indemnify, protect and save harmless NJ TRANSIT, its officers, agents and employees and each and every one of them

against all suits, claims, penalties and costs of every kind and description to which NJ TRANSIT may be subjected to by the Carrier's failure to comply with the ADA and the rules and regulations promulgated pursuant thereto.

Of particular concern to NJ TRANSIT is the denial by the Carrier of a request for accessible service. Failure to provide accessible service will result in the assessment of damages in the amount of \$150.00 per occurrence.

The following conditions will be considered cause for such assessment:

- a. Deploying a bus with an inoperable lift.
- b. Bus operators not trained in the use of lifts.
- c. Inability to deploy lift equipped vehicles due to inoperable lift;
- d. Operator failing to provide assistance to passengers with disabilities when requested;
- e. Operator failing to make bus announcements of major stops and intersections;
- f. Operator by-passing a passenger with a disability; and
- g. Operator rude to a passenger with a disability.

5. Drug and Alcohol Testing

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

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

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

6. Required Forms

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

Appendix B	-	Technical Proposal Package
Appendix C	-	Cost Proposal Package
Appendix D	-	Certification of Contracts, Grants, Loans & Cooperative Agreements (Byrd Anti-Lobbying Certification)
Appendix E	-	Department of Transportation Title VI Assurance
Appendix F	-	Acknowledgement of Receipt of Addenda
Appendix G	-	Notice of Intent to Propose Form
Appendix H	-	New Jersey Transit Corporation DBE Requirements for Race-Conscious Federal Procurement Activities (DBE Forms)*
Appendix I	-	Certification of No Tax Liability or Felony Conviction
Appendix J	-	Ownership Disclosure Form
Appendix K	-	Intentionally Left Blank
Appendix L	-	Affidavit of Compliance with NJ TRANSIT's Code of Ethics for Vendors and State of New Jersey Ethics Laws
Appendix M	-	Disclosure of Investment Activities in Iran*
Appendix N	-	Non-Collusion Affidavit
Appendix O	-	Certification of Eligibility
Appendix P	-	Source Disclosure Form*
Appendix Q	-	Statement of Joint Venture for Professional Services (if applicable)

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

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

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

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

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

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

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

G. Disadvantaged Business Enterprise (DBE) Goal Assignment

As an aid in meeting the commitment of its Disadvantaged Business Enterprise (DBE) Program, NJ TRANSIT has assigned a **2.5% Race Conscious DBE goal** for this project. Proposers shall seek DBE participation under the Federal Program 49 CFR Part 26. All NJ Unified Certification Program (NJUCP) certified DBE firms, including suppliers, are eligible to participate in this contract.

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

H. DBE Program Compliance Requirements

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

For this Contract, the Proposer shall identify all DBE and non-DBE subcontractors/subconsultants, and suppliers proposed to participate in and those solicited for this Contract, and shall complete and submit the mandatory DBE Forms A, A1, A2, and B. The Proposer shall also print and submit the DBE firm's current DBE Certification Profile from the NJUCP DBE Business Directory at <https://njucp.dbesystems.com>. Additionally, the Proposer shall submit any applicable supplemental forms (AA, AA1, AA2, BB, DBE Certification Profile, and D). All required DBE forms and Certification Profiles shall be submitted by the Proposer with its Cost Proposal or within five (5) Calendar Days after the Cost Proposal due date. However, Proposers are strongly encouraged to submit all mandatory documents with the Proposal to prevent delay of the Contract award. Proposers shall review carefully and complete the forms entirely, with no blank fields.

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

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

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

Melisa Campusano
Senior Business Development Specialist, Compliance Operations
EMAIL: mcampusano@njtransit.com

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

I. Equal Employment Opportunity Requirements

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

1. In the hiring of persons for the performance of work under this Contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this Contract, no Carrier, nor any person acting on behalf of such Carrier or subconsultant, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
2. No Carrier, subconsultant, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this Contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such Contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
3. There may be deducted from the amount payable to the Carrier by the contracting public agency, under this Contract, a penalty of \$50.00 for each person for each Calendar Day during which such person is discriminated against or intimidated in violation of the provisions of the Contract; and
4. This Contract may be canceled or terminated by the contracting public agency and all money due or to become due hereunder may be forfeited, for the violation of this section of the Contract occurring after notice to the Carrier from the contracting public agency of any prior violation of this section of the Contract.

J. Business Registration Certificate

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

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

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

During the course of contract performance:

1. The Carrier shall not enter into a Contract with a Subconsultant/Subcontractor unless the Subconsultant/Subcontractor first provides the Carrier with a valid proof of Business Registration.
2. The Carrier shall maintain and submit to NJ TRANSIT (the Contracting Agency) a list of Subconsultants/Subcontractors and their addresses that may be updated from time to time.
3. The Carrier and any Subconsultant providing goods or performing services under the Contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609) 292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a Business Registration as required, or that provides false Business Registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of Business Registration not properly provided under a contract with NJ TRANSIT (the Contracting Agency).

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

K. Contractor's Certification of Eligibility

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

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

L. Equal Pay Act

Pursuant to N.J.S.A. 34:11-56.14, any employer, regardless of the location of the employer, who enters into a contract with a public body to perform qualifying

services to the public body shall provide a report to the Commissioner of the New Jersey Department of Labor and Workforce Development, in a form promulgated by the Commissioner, of information regarding the compensation and hours worked by employees categorized by gender, race, ethnicity and job category. Information regarding the Diane B. Allen Equal Pay Act and its requirements may be obtained from the New Jersey Department of Labor and Workforce Development (LWD) web site at: <https://nj.gov/labor/equalpay/equalpay.html>
LWD forms may be obtained from the online web site at:

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

M. Ownership Disclosure

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

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

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

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

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

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

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

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

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

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

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

O. Disclosure of Investment Activities in Iran

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

Failure to complete and submit this certification prior to the execution of the Contract will preclude Contract award to the prospective awardee.

P. Joint Venture

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

Q. Intentionally Left Blank

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

S. Certification of No Tax Liability or Felony Conviction

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

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

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

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

NJ TRANSIT CONTRACT NO. 21-048A

HUDSON COUNTY LOCAL BUS SERVICE

ATTACHMENT B

COST

INFORMATION



Headquarters	Subsidiary
160 S. Route 17 N.	ONE Bus
Paramus, NJ 07562	349 First St.
P: (201) 529-3666	Elizabeth, NJ 07206
www.coachusa.com	P: (908) 354-3330

April 22, 2022

Janet Ellenbacher, Principal Contract Specialist
Procurement Department, Contracts Unit
New Jersey Transit
One Penn Plaza East
Newark, NJ 07105-2246

Re: Best and Final Offer | Request for Proposal No. 21-048A: Hudson County Local Bus Service and Request for Proposal No. 21-048B: North Hudson Local Bus Service

Dear Ms. Ellenbacher,

Coach USA is pleased to continue in the procurement process for the **Hudson County Local Bus Service** and **North Hudson Local Bus Service** for New Jersey Transit (NJ TRANSIT). On behalf of our subsidiary company, Orange, Newark, Elizabeth Bus Inc. (“ONE Bus”), we have included our Best and Final Offer (BAFO) and revised cost sheets in response to your request.

We have also provided a summary of our cost proposal revisions below:

RFP 021-048A – Hudson County Local Services

Board-Approved Bid Price \$86,445,469

Revised Bid Price \$86,246,536

RFP 021-048A – North Hudson Local Bus Services

Board-Approved Bid Price \$53,801,696

Revised Bid Price \$53,801,696

In terms of the changes to the Hudson County Services we have reduced the overall price by \$198,933. We have adjusted the following categories:

Profit and Allocated Management Charges

We have reexamined our profit margin and allocated management charges and we willing to absorb over \$840,000 within Coach USA as a whole.

Staffing

As the wider transportation industry continues to struggle to recruit key operational staff—principally drivers—we have factored in that other Coach USA drivers currently on loan to ONE Bus will need to be

retained until we can fully staff the location.

Regardless of the existing contract rates and costs, we have tirelessly continued to explore every avenue to recruit and retain our drivers and we will continue to do this in the new contract term. However, the tight labor market in the short term has created an unavoidable cost reality which will result in a higher short term driver related cost required to deliver service. We remain confident that all the actions underway will result in a fully staffed local driver pool in the medium to long term.

Penalties

The benefit of using Coach USA “on-loan” drivers and enhancing recruitment efforts is that we have eliminated our penalties and liquidated damages over the contract term. We project this saving offset by additional staffing related costs will generate a net financial cost benefit to the contract of over \$423,000 as well as enhancing the service to the residents of Hudson County.

Fuel Prices

Current fuel prices have increased materially since the original bid submission. To mitigate the material fuel cost impact relative to the initial bid, we have increased the immediate years fuel prices to reflect a fuel cost closer to current average prices. However, we have factored in a decline in fuel prices over the contract term – mitigating the cost impact overall during the contract term.

Please feel free to contact me at [REDACTED] or at jim.rutherford@coachusa.com if you have questions or require any additional information.

Sincerely,



Jim Rutherford
Vice President, General Manager
Orange, Newark, Elizabeth Bus Co. Inc. | A Coach USA Company

**RFP No. 21-048 - A
PROPOSAL PACKAGE
PROPOSAL CERTIFICATION FORM**

Service Area: Hudson County Local Bus Service

COMPANY NAME: Orange Newark and Elizabeth Bus Co.

Route Nos.: 2, 84, 88

OPERATING STATISTICS	June 26, 2022	July 1, 2022	July 1, 2023	July 1, 2024	Option Period #1	July 1, 2025	July 1, 2026	Option Period #2	July 1, 2027	July 1, 2028	TOTALS
	June 30, 2022	June 30, 2023	June 30, 2024	June 21, 2025	June 22, 2025	June 30, 2026	June 19, 2027	June 20, 2027	June 30, 2028	June 23, 2029	
PEAK VEHICLE REQUIREMENT	29.00	29.00	29.00	29.00	29.00	29.00	29.00	29.00	29.00	29.00	29.00
PAY HOURS (INCLUDING DEADHEAD)	1803.50	127686.05	127515.03	124460.07	3044.62	127504.69	123639.55	3955.14	128029.52	124880.67	892438.84
COST PER HOUR (INCLUDING DEADHEAD)	64.12	54.53	55.52	58.73	104.36	59.93	60.72	59.80	65.04	65.32	60.20
CONTRACT HOURS (PROVIDED BY NJT)	1,431.17	101,600.12	101,464.49	99,018.23	2,425.33	101,443.56	98,369.41	3,074.15	101,865.14	99,363.57	710,055.17
BID COST PER CONTRACT HOUR (ROUNDED TO 2 Decimals)	220.01	121.80	124.70	120.69	250.46	115.07	115.47	150.58	123.65	123.34	121.46
TOTAL MILES (INCLUDING DEADHEAD)	18686.35	1322616.38	1320641.19	1289147.12	31482.64	1320628.76	1280623.88	40005.88	1326106.81	1293420.17	9243360.18
COST PER MILE (INCLUDING DEADHEAD)	3.17	2.14	2.20	2.11	3.20	1.58	1.58	1.88	1.66	1.66	1.85
CONTRACT MILES (PROVIDED BY NJT)	10,717.65	759,704.28	758,766.89	740,445.72	18,156.34	758,602.06	735,596.48	23,005.58	761,799.91	743,035.17	5,309,830.08
BID COST PER CONTRACT MILE (ROUNDED TO 2 Decimals)	29.38	16.29	16.68	16.14	33.46	15.39	15.44	20.12	16.53	16.49	16.24
NUMBER OF DAYS (PROVIDED BY NJT)	5	365	366	356	9	365	354	11	366	358	2,555
COST PER DAY											

TOTAL COST BID

HOURLY COSTS (IN U.S. DOLLARS)											
MILEAGE COSTS (IN U.S. DOLLARS)											
OTHER COSTS (IN U.S. DOLLARS)											
TOTAL PROPOSED COST (IN U.S. DOLLARS)											

The Carrier, by completion of this proposal package, certifies that he has reviewed the enclosed Request for Proposal and agrees the above Proposal Price is the cost to NJ TRANSIT for supplying the service as specified therein, and also certifies that he is authorized to obligate his company to provide the services as specified in the enclosed proposal documents.

Ross Kinnear

Type or Print Name

Ross Kinnear

Type or Print Name

349 1st Street, Elizabeth, NJ

Address

CFO

Title

April 22 2022

Date

Phone Number

Orange, Elizabeth, Newark Bus Co.

Firm

STATEMENT OF PROPOSED COSTS													* amounts must be supported by detailed schedule showing the basis for the calculation.
YPI	Acct#	ACCOUNT DESCRIPTION	OPT. PER. #1					OPT. PER. #2					Total
			06/26/22 06/30/22	07/01/22 06/30/23	07/01/23 06/30/24	07/01/24 06/21/25	06/22/25 06/30/25	07/01/25 06/30/26	07/01/26 06/19/27	06/20/27 06/30/27	07/01/27 06/30/28	07/01/28 06/23/29	
OPERATIONAL EXPENSES													
TRANSPORTATION EXPENSES													
H	50101	OPERATORS LABOR	62,199.99	3,839,420.80	3,830,365.55	3,891,519.57	119,404.49	4,038,575.63	3,947,338.14	129,199.23	4,270,186.14	4,179,625.87	28,307,835.41
H	50102	P/T OPERATORS LABOR											
H	50105	STARTER / ROADMEN SALARIES	4,720.82	113,299.75	116,698.75	120,199.71	10,016.64	123,805.70	116,893.21	4,870.55	131,345.47	124,012.01	865,862.61
H	50201	* FRINGE BENEFITS - OPERATORS	51,279.73	1,535,786.09	1,630,379.29	1,743,677.10	118,669.86	1,852,931.42	1,845,696.11	77,686.93	2,149,253.36	2,113,038.52	13,118,397.41
H	50201	* FRINGE BENEFITS - STARTER / ROADMEN	2,194.48	52,023.00	55,949.13	60,229.85	5,067.13	63,847.11	63,176.11	2,831.86	74,443.53	73,787.61	453,549.81
H	51201	LEASES & RENTALS - REVENUE VEHICLES											
H	51201	LEASES & RENTALS - NON-REVENUE VEHICLES											
M	50411	FUEL - REVENUE VEHICLES	18,686.35	1,322,618.38	1,320,641.19	1,074,289.27	22,487.60	864,698.06	838,503.73	26,194.33	868,284.22	846,882.25	7,203,283.38
M	50415	LUBRICANTS	648.54	48,658.09	51,500.55	53,288.73	1,301.38	57,865.52	59,479.35	1,858.10	65,287.34	67,498.79	407,386.39
M	50711	MOTOR FUEL TAXES	1,404.66	99,226.61	99,043.78	96,721.61	2,349.12	99,070.73	96,074.01	2,996.72	99,472.52	97,018.46	693,378.23
O	50701	VEHICLE LICENSES & REGISTRATIONS	2,193.00	6,579.00	6,579.00	-	6,579.00	6,579.00	-	6,579.00	6,579.00	6,579.00	48,246.00
O	50602	PUBLIC LIABILITY AND PROPERTY DAMAGE INS.	49,466.65	1,187,247.60	1,246,609.98	1,308,940.48	109,078.37	1,374,387.50	1,322,847.97	60,129.45	1,515,262.22	1,458,439.89	9,632,412.12
O	50611	INJURIES AND DAMAGES											
O	51099	TOLLS AND DEPARTURE FEES	2,450.43	257,087.71	256,479.04	250,756.42	6,094.37	259,703.50	251,732.66	7,970.84	260,728.59	254,071.63	1,807,075.17
O	59999	OTHER TRANSPORTATION EXPENSES (ITEMIZE)	13,182.00	935,191.31	938,127.45	182,151.68	16,530.79	201,757.39	188,143.00	16,271.92	201,120.89	184,360.82	2,876,817.26
		TOTAL TRANSPORTATION EXPENSES	208,408.66	9,397,136.35	9,552,373.71	8,781,774.41	417,578.75	8,943,221.55	8,729,884.30	336,587.92	9,641,963.28	9,405,314.86	65,414,243.79
MAINTENANCE EXPENSES													
M	50108	VEHICLE MAINTENANCE & REPAIRMEN SALARIES	16,747.59	401,942.25	414,000.52	426,420.53	35,535.04	439,213.15	414,690.41	18,849.56	465,961.23	439,945.06	3,073,305.36
M	50201	* FRINGE BENEFITS - VEHICLE MAINT. & REPAIRMEN	7,174.77	170,150.38	182,167.94	194,869.68	16,354.11	210,441.43	208,013.09	9,543.16	244,882.13	242,496.48	1,486,093.16
M	50110	VEHICLE CLEANERS & MISC. SALARIES	3,464.59	83,150.08	85,644.58	88,213.92	7,351.16	90,880.34	85,787.30	3,899.42	96,393.73	91,011.75	635,776.87

TYPE	Acct#	ACCOUNT DESCRIPTION	06/26/22 06/30/22	07/01/22 06/30/23	07/01/23 06/30/24	07/01/24 06/21/25	06/22/25 06/30/25	07/01/25 06/30/26	07/01/26 06/19/27	06/20/27 06/30/27	07/01/27 06/30/28	07/01/28 06/23/29	Total
M	50201	* FRINGE BENEFITS - VEHICLE CLEANERS & MISC.	1,922.30	46,135.10	49,884.59	53,983.37	4,505.61	58,465.59	58,095.06	2,650.87	68,734.27	68,397.12	412,773.87
M	50115	OTHER MAINTENANCE SALARIES											-
M	50201	* FRINGE BENEFITS - OTHER MAINT. SALARIES											-
M	50324	OUTSIDE MAINTENANCE SERVICES - REVENUE VEH.	2,750.00	176,700.00	179,400.00	179,400.00	5,500.00	66,000.00	60,500.00	2,750.00	66,000.00	60,500.00	799,500.00
M	50421	PARTS - REVENUE VEHICLES	4,858.45	378,268.28	415,473.72	446,122.25	2,203.78	92,444.08	98,608.04	3,080.45	112,321.25	120,507.96	1,673,888.27
M	50431	SERVICE VEHICLE EXPENSES	300.00	22,557.00	23,297.36	23,340.65	590.07	24,648.64	24,622.98	788.07	27,008.03	26,417.69	173,570.50
M	50423	TIRES AND TUBES	930.43	52,089.90	53,324.51	52,448.75	1,797.22	56,023.65	54,070.02	1,838.82	58,321.34	57,812.61	388,657.27
M	59999	OTHER MAINTENANCE EXPENSES (PLEASE ITEMIZE)	351.99	24,913.90	25,622.99	25,762.30	629.15	27,183.19	27,150.52	848.17	28,958.25	29,091.81	190,512.27
													-
		TOTAL MAINTENANCE EXPENSES	38,500.12	1,355,906.88	1,428,816.22	1,490,561.46	74,466.16	1,065,280.08	1,031,537.44	44,248.53	1,168,580.23	1,136,180.47	8,834,077.58
FACILITY GARAGE EXPENSES													
O	50115	GARAGE MANAGEMENT SALARIES	15,224.96	450,555.09	464,071.75	473,389.09	39,449.09	487,590.76	460,366.94	20,925.77	517,285.04	488,403.29	3,417,261.77
O	50201	* FRINGE BENEFITS - GARAGE MGMT SALARIES	5,096.04	138,136.72	147,135.57	155,427.82	12,682.35	166,750.88	163,351.21	7,409.95	190,673.47	187,183.30	1,173,847.30
O	50111	FACILITY MAINTENANCE SALARIES											-
O	50201	* FRINGE BENEFITS - FACILITY MAINT. SALARIES											-
O	50432	SHOP AND GARAGE EXPENSES	1,809.63	128,085.02	127,893.74	124,843.78	2,916.62	113,101.58	109,675.39	3,426.19	111,979.32	109,219.19	832,950.44
O	51299	LEASES & RENTALS - GARAGE	6,893.63	165,447.07	168,756.01	172,131.13	14,344.26	175,573.75	164,161.46	7,461.88	182,666.93	170,793.58	1,228,229.70
O	50706	REAL ESTATE TAXES	2,984.41	36,350.13	37,440.63	45,086.14	4,348.20	52,961.07	50,004.03	4,613.00	56,186.34	53,049.27	343,023.21
O	50603	FACILITY INSURANCE											-
O	50571	FACILITY UTILITIES	2,112.78	26,113.94	26,897.36	27,704.28	2,308.69	28,535.41	26,942.18	2,449.29	30,273.21	28,582.96	201,920.08
O	50499	MISC. FACILITY EXPENSES (PLEASE ITEMIZE)	3,483.17	43,051.97	44,343.53	45,673.84	3,806.15	47,044.05	44,417.42	4,037.95	49,909.03	47,122.45	332,889.58
													-
		TOTAL FACILITY EXPENSES	37,604.61	967,739.93	1,016,538.58	1,044,256.07	79,855.36	1,071,557.49	1,018,918.63	50,324.03	1,138,973.34	1,084,354.03	7,530,122.07
ADMINISTRATIVE AND GENERAL													
O	50171	ADMINISTRATIVE SALARIES	9,338.04	117,659.36	123,542.33	129,719.45	10,809.95	136,205.42	131,097.72	11,917.97	150,166.48	144,535.23	964,991.97

YPI	Acct#	ACCOUNT DESCRIPTION	06/26/22 06/30/22	07/01/22 06/30/23	07/01/23 06/30/24	07/01/24 06/21/25	06/22/25 06/30/25	07/01/25 06/30/26	07/01/26 06/19/27	06/20/27 06/30/27	07/01/27 06/30/28	07/01/28 06/23/29	Total
O	50201	* FRINGE BENEFITS - ADMINISTRATIVE SALARIES	3,928.84	47,970.43	51,784.72	54,254.30	4,527.49	57,442.38	56,968.24	4,904.74	63,533.77	63,013.05	408,327.97
O	50005	OTHER MISC. TAXES											-
O	50452	OFFICE SUPPLIES	1,272.18	15,266.21	15,571.53	15,882.97	1,323.58	16,200.62	15,147.58	1,377.05	16,855.13	15,759.55	114,656.41
O	50301	LEGAL EXPENSES	263.16	6,315.79	6,631.58	6,631.58	552.63	6,963.16	6,382.89	290.13	7,311.32	6,702.04	48,044.28
O	50303	ACCOUNTING & AUDITING EXPENSES											-
O	50339	ADVERTISING EXPENSES											-
O	50506	COMMUNICATION EXPENSES	426.70	10,240.74	10,240.74	10,240.74	853.39	10,240.74	9,387.34	426.70	10,240.74	9,387.34	71,685.16
O	50306	MANAGEMENT FEES - PAID TO OTHERS	1,574.56	19,083.68	19,274.52	19,467.27	1,769.75	21,449.39	19,858.56	1,805.32	21,880.52	20,057.14	146,220.72
O	50671	OTHER INSURANCE (PLEASE ITEMIZE)											-
O	50330	OTHER MISC. ADMIN. EXPENSES (PLEASE ITEMIZE)											-
		TOTAL ADMIN. & GENERAL EXPENSES	16,803.49	216,536.22	227,045.43	236,196.30	19,836.80	248,501.71	238,842.33	20,721.92	269,987.95	259,454.36	1,753,926.50
O	99999	PROFIT	13,553.00	417,083.00	428,018.00	397,626.00	15,717.00	344,680.00	339,216.00	11,030.00	376,674.00	370,571.00	2,714,168.00
		TOTAL PROPOSED EXPENSES	314,869.87	12,374,402.39	12,652,791.93	11,950,414.24	607,454.07	11,673,240.82	11,358,398.70	462,912.40	12,596,178.80	12,255,874.72	86,246,537.94

SUMMARY OF PROPOSED COSTS

HOURLY COSTS	120,395.02	5,540,529.65	5,633,392.72	5,815,626.22	253,158.12	6,079,159.85	5,973,103.57	214,587.57	6,625,228.49	6,490,464.02	42,745,645.24
MILEAGE COSTS	59,239.67	2,826,407.96	2,900,001.74	2,714,861.07	100,604.26	2,086,914.38	2,025,594.53	75,297.67	2,201,624.32	2,147,579.98	17,138,125.58
OTHER COSTS	135,235.18	4,007,464.78	4,119,397.48	3,419,926.95	253,691.69	3,507,166.59	3,359,700.60	173,027.16	3,769,325.99	3,617,830.72	26,362,767.13
TOTAL PROPOSED EXPENSES	314,869.87	12,374,402.39	12,652,791.93	11,950,414.24	607,454.07	11,673,240.82	11,358,398.70	462,912.40	12,596,178.80	12,255,874.72	86,246,537.94

NJ TRANSIT CONTRACT NO. 21-048A

HUDSON COUNTY LOCAL BUS SERVICE

ATTACHMENT C

TECHNICAL

PROPOSAL

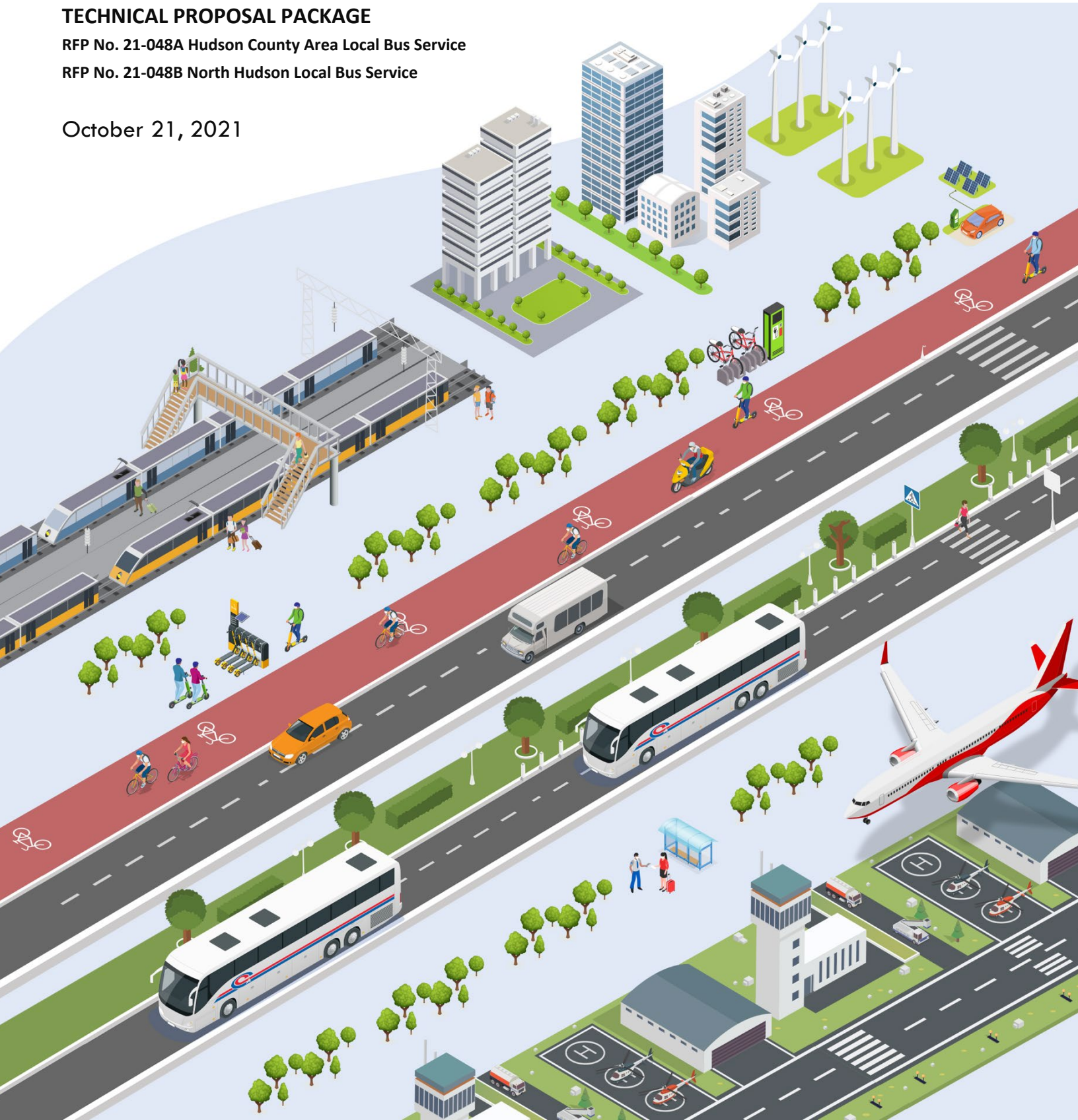
NEW JERSEY TRANSIT

TECHNICAL PROPOSAL PACKAGE

RFP No. 21-048A Hudson County Area Local Bus Service

RFP No. 21-048B North Hudson Local Bus Service

October 21, 2021





COVER LETTER

Headquarters	Subsidiary
160 S. Route 17	ONE Bus
Paramus, NJ 07562	349 First St.
P: (201) 529-3666	Elizabeth, NJ 07206
www.coachusa.com	P: (908) 354-3330

October 21, 2021

Janet Ellenbacher, Principal Contract Specialist
 Procurement Department, Contracts Unit
 New Jersey Transit
 One Penn Plaza East
 Newark, NJ 07105-2246

Re: Request for Proposal No. 21-048A: Hudson County Local Bus Service and Request for Proposal No. 21-048B North Hudson Local Bus Service

Dear Ms. Ellenbacher:

On behalf of our subsidiary company, Orange, Newark, Elizabeth Bus Co. Inc. ("ONE Bus"), Coach USA is pleased to submit the attached response to the New Jersey Transit Corporation ("NJ TRANSIT") **Request for Proposal for Hudson County Bus Service and North Hudson Local Bus Service.**



As the current contractor for NJ TRANSIT Routes 2, 10, 22, 23, 88, and 119, ONE Bus has a detailed understanding and knowledge of the County's transportation needs, and a vested interest in the surrounding community.

Coach USA Company Overview

Coach USA is a leading provider of ground passenger transportation and mobility solutions in North America, with operations in 27 locations throughout the United States and Canada and a fleet of over 2,250 vehicles. Coach USA is the largest privately-owned, U.S.-based motorcoach operator in the country.

Coach USA's history has been one of growth, innovation, and quality of service. During the current challenging times, Coach USA is proud of our heritage and experience, but also the strength and resilience of our employees who are committed to providing safe and reliable passenger transportation services, even during the most difficult times. Coach USA has proven its ability to dynamically adjust our services and practices to address ongoing public health concerns while continuing to seek new and innovative ways to serve our passengers and clients.

Orange, Newark, Elizabeth Bus, Co. Inc.

As a New Jersey-based company for 35 years, we are proud of our shared commitment through the challenges and tireless work to ensure that vital services never stopped to move people across the region. We have a strong understanding of the needs of NJ TRANSIT and a well-established operation, as well as a vested interest in the region.

Coach USA and ONE Bus have a strong, decades-long presence in New Jersey, and we look forward to enhancing that presence in a new contract with NJ TRANSIT. In the submission that follows, you will find evidence of both the value we bring to NJ TRANSIT and how we plan to best serve your employees in a new contract.

NJ TRANSIT and Coach USA

You will find that Coach USA operates each day to the highest standards of safety, reliability, and business ethics. We will continue to operate in the best interests of NJ Transit and the County of Hudson and North Hudson communities.

The ONE Bus operation is a union operation with the SMART (Sheet/ Metal/ Air/ Rail/ Transportation) Local 710 for our staff drivers and the International Brotherhood of Teamsters, Local No. 53.

Looking Forward

Coach USA certifies that we will comply, including all our personnel, with all local, state, and federal regulations.

Our continued focus, during good and challenging times, is in the spirit of partnership with our clients. We understand that in this ever-changing business climate, flexibility, and the ability to quickly and efficiently address new concerns is one of the defining characteristics of a successful partner. In 2021, Coach USA has proven its ability to make hard decisions and to innovate in a way that is most beneficial not only to you, our client, but also to the communities we serve.

In the response that follows, we have provided the requested information for the discussed services. Please feel free to contact me at [REDACTED] or at jim.rutherford@coachusa.com if you have questions or require any additional information.

Sincerely,



Jim Rutherford
Vice President and General Manager
Orange, Newark, Elizabeth Bus Co. Inc. | A Coach USA Company

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EXECUTIVE SUMMARY

Coach USA, on behalf of our subsidiary company Orange, Newark, Elizabeth Bus Co. Inc. (ONE Bus) is pleased to submit our proposal for Hudson County and North Hudson Local Bus Service to the New Jersey Transit Corporation (NJ TRANSIT) in response to RFP No. 21-048A and 21-048B.



In the submission that follows, we have provided details on the history and experience of ONE Bus and our proposal for a sustainable business plan in a new contract. We will demonstrate how we meet each of the qualifications outlined in the NJ TRANSIT solicitation. We have outlined the highlights of our partnership in this Executive Summary.

Coach USA Company Overview

As one of the largest U.S. based and privately-owned ground passenger transportation companies in North America, Coach USA's history has been one of growth, innovation, and quality of service. Whether we are operating a commuter service in suburban Wisconsin, a fixed-route operation in urban New Jersey, or an employee shuttle in rural Nevada, Coach USA recognizes that the needs of our clients and passengers change with each contract. Our operational policies and procedures, including the new policies implemented to address COVID-19, attempt to address the common elements of our operations such as safety, training, human resources, and public health.

However, at each location, our management team is empowered to design practices that address the specific needs of that operation. By having locations across the country, in a variety of operating environments, including urban, rural, and even off-road, we have developed best practices that can be utilized at other locations. Through our communication networks, including manager meetings and BLINK, our recently deployed employee engagement portal, we encourage our managers to share their experiences with other employees across the company. This kind of open communication provides visibility to both our successes as well as our opportunities for improvement across the organization.

The first element of our operational programs is the promotion of the highest possible quality services for our clients and passengers. We achieve this through a variety of performance monitoring methods and quality assurance procedures. Additionally, our operations rely upon our supervisors to perform the monitoring of the service, as well as to support our safety and training initiatives. Finally, our operations are supported by our employees, including dispatchers, operators, and technicians. The scheduling of these employees, and our ability to provide adequate staff to support the needs of our clients and passengers is key.

We understand that in this ever-changing climate, both flexibility and the ability to address new concerns quickly and efficiently are the defining characteristics of a successful partner. In 2020 and the first months of 2021, Coach USA has proven its ability to make tough decisions, and to innovate in a way that is most beneficial not only to our clients, but also to the communities we serve.

New Jersey Transit and the Coach USA Family of Companies

ONE Bus, along with our sister companies, Community Transportation Inc. and Suburban Trails Inc., operate several services for NJ TRANSIT, including services for Middlesex, Union, Passaic, and Bergen counties. The Coach USA family of companies has been serving NJ TRANSIT since its inception in 1979.

We have provided more detailed information about our experience serving NJ TRANSIT in **Section A: Experience** in this proposal.

Hudson County and North Hudson Emergency Service Provider

As a current provider of transit services for other NJ TRANSIT routes, Coach USA was ready and willing to immediately take over NJ TRANSIT Routes 2, 10, 22, 23, 88, and 119 on an emergency basis. We have been happy to serve as NJ TRANSIT's partner since. We

*Since taking over NJ TRANSIT Routes 2, 10, 22, 23, 88, and 119, ONE Bus has maintained an average of **96 percent PM compliance.***

understand the importance of trust between NJ TRANSIT and its chosen contractor and look forward to continuing and adding to this partnership with the Hudson County and North Hudson Local routes.

We have provided more information about our service to NJ TRANSIT in **Section A: Experience** in this proposal.

Orange, Newark Elizabeth Bus Co. Inc.: A Coach USA Company

Our subsidiary company, ONE Bus, has been in business in the Elizabeth, New Jersey community for 35 years. In addition, ONE Bus has several sister companies in the Northeast region, providing similar services to area customers, including those listed below.

We are eager to continue to work alongside your staff as you move towards achieving your transportation goals on the Hudson County and North Hudson local routes. We will keep open lines of communication to ensure that your needs are being met. Our dedicated local management team will provide the support needed through transparent communication and innovative thinking.

Prior to the COVID-19 pandemic, **ONE Bus operated an average of 1.6 million miles and carried more than 6.5 million passengers safely each year.**

In a contract with ONE Bus, NJ TRANSIT will continue to benefit from the expansive network and expertise of a national brand, along with the personalized service and community investment of your local incumbent supplier.

Experienced, Dedicated ONE Bus Staff

None of our proposed policies and procedures for NJ TRANSIT matter without the best team to execute them. Fortunately, the ONE Bus management team and staff have decades of combined experience—no team is better suited or more committed to managing the fixed-route transportation service for NJ TRANSIT and Hudson County and North Hudson.

These individuals will continue to oversee the execution of this project with a desire to treat employees with respect, kindness, and provide them the training and support needed to complete their jobs with excellence.

Peter Creveling, our proposed Project Manager, will be available to NJ TRANSIT 24 hours a day, seven days a week. We will provide any information or relevant reporting to NJ TRANSIT immediately after it is requested by NJ TRANSIT representatives. ONE Bus understands the importance of the services we are providing - we will operate in complete transparency, acting not only as your contractor, but as your partner.

Employee Training Program

ONE Bus, as is policy across the Coach USA family of companies, has extensive employee training programs, including new-hire training in the classroom, closed-course driving, and road training. The time required for each trainee will depend on whether or not the trainee possesses prior commercial driving experience. We also require eight hours of refresher training every two years, remedial training, and annual evaluations.

In addition, our team members participate in extensive customer service training, and local ONE Bus teambuilding activities. Please see the **Attachments** section of this proposal for more information on the Coach USA Training Program.

Region Support Staff

In addition to the local ONE Bus team, NJ TRANSIT will benefit from the expertise and support of the Coach USA corporate maintenance and safety teams. We monitor and gather data from each of our locations, including PM compliance, repair quality, and safety measures to identify areas in need of continuous improvement of individual operating companies. The Vice President of Maintenance holds weekly meetings with our company-wide maintenance staff to review PM compliance data and

ONE Bus Management Team

PETER CREVELING, PROJECT MANAGER

18 years of service with Coach USA

JAMES RUTHERFORD, VICE PRESIDENT & GENERAL MANAGER

28 years of service with Coach USA

TERRY BOLDEN, FIELD SUPERVISOR

23 years of service with Coach USA

ALFRED KOVAL, MAINTENANCE MANAGER

20 years of service with Coach USA

GILBERT ROSARIO, SHOP FOREMAN

24 Years of Service with Coach USA

correct any deficiencies and/or negative trends. In addition, our Vice President of Safety sends daily safety messages across the organization.

Our corporate staff regularly visits our locations to provide analysis as well as mentoring to our local managers. Coach USA's Chief Operating Officer Derrick Waters will be on-site quarterly to review service delivery performance with the team. He will use these visits to review system performance and will address any NJ TRANSIT concerns regarding the service.

Please see **Section B: Personnel** for more information on our staffing levels, schedules, as well as bios and resumes for the ONE Bus staff dedicated to the NJ TRANSIT Hudson County and North Hudson Local Bus Service.

ONE Bus Facility

All buses assigned to the NJ TRANSIT Hudson County and North Hudson service will continue to originate out of the ONE Bus facility located at **349 First Street, Elizabeth, New Jersey**. This is a full-service facility equipped with management, dispatch, administration offices, driver training and breakroom, multiple maintenance bays with hydraulic lifts, a fully stocked parts room, a bus wash bay, and two 10,000 and 15,000-gallon above-ground diesel fuel tanks.



Please see **Section I: Appendix B, Garage Facilities** for more information on our Elizabeth terminal location.

A Sustainable Business Plan

We have taken the time to review your requirements and objectives in the NJ TRANSIT solicitation. Our Technical and Cost Proposals contain a strong, sustainable business plan for the new contract. We did not provide a business model designed specifically to provide NJ TRANSIT the lowest price – a contract built on price alone does not provide the best service over the term of the agreement. Instead, our proposal ensures that we will provide the best possible service a price that guarantees NJ TRANSIT that we will be able to maintain that service for years to come.

Over the past three months of service, we have maintained open communication with NJ TRANSIT regarding the current driver shortage challenges. While we continue to make great progress in overcoming the local driver shortage, the tight labor market continues to impact the ability of all private and public operators to maintain service levels. Through our ongoing recruitment efforts, we remain confident that we will have stabilized the local driver levels at our Elizabeth facility well before the commencement of a new contract term. This substantial financial investment in achieving a wholly staffed workforce, coupled with our full-service facility, will ensure that there will not be any service disruptions in the awarding of a new contract.

As a part of the Coach USA network of companies, ONE Bus has been able to borrow staff drivers from other area companies. Coach USA continues to expend every effort to recruit drivers, including an increased driver wage, hiring bonuses, enhanced recruitment strategy which we are confident will allow us to recruit, hire, and retain drivers for the NJ TRANSIT service over the contract term. The enhanced recruiting efforts in the communities surrounding our operation have yielded results producing more than 40 new drivers, with 16 drivers currently undergoing training. (Please see **Section B: Personnel** for more detailed information on our recruiting efforts.)

The transportation industry is moving towards a trend of increase hourly wages for bus drivers. We cannot carry out any services for NJ TRANSIT without our drivers; our hourly rate in our separately submitted Cost Proposal reflects what we have used to success in the NJ TRANSIT Middlesex County contract, a contract in which we have demonstrated an ability to attract and retain drivers and deliver a strong operating performance.

Ultimately, our goal in a new contract with NJ TRANSIT is simple: a sustainable business plan – a plan that provides fair wages to recruit, hire and retain drivers and staff and provide the best possible service for the NJ TRANSIT Hudson County and North Hudson Local Bus Service. The past three months of service to NJ TRANSIT have ensured that we understand exactly what it takes to carry out these transportation services for NJ TRANSIT's passengers. We believe that our proposal presents the methods that will allow Coach USA to best fulfill this contract.

Agility and Continuous Improvement

Although we are proud of our existing performance providing passenger transportation services, Coach USA is always striving for continual improvement, working hard to exceed our clients' expectations and goals. This has never been more important than during the COVID-19 crisis our country is currently facing. Coach USA has proven its ability to adapt to this new environment quickly, with an agile response to new public health mandates and customer expectations. Throughout our proposal, we have described ways in which we have modified our approach to better serve our passengers and employees during this time, including:

- **Facial Coverings:** All drivers are required to wear masks when social distancing is not possible. All passengers will be required to wear a facial covering when on board our vehicles.
- **Social Distancing:** Coach USA has reduced the number of available seats on all vehicles in order to provide our drivers and passengers the recommended physical distancing.
- **Cleaning and Disinfecting:** All vehicles are cleaned and wiped down daily. Disinfectant wipes are available on all vehicles for cleaning of high traffic areas, handrails, and hard surfaces throughout the day. Hand sanitizer has been provided to all drivers.
- **Air Filtering:** The air in Coach USA vehicles is filtered every two minutes, and completely replaced with fresh, outside air every ten minutes in order to ensure optimal air quality.
- **COVID-19 Policy:** Coach USA has implemented its COVID-19 policy designed to minimize, to the extent possible, exposure to infectious diseases, including COVID-19, in the workplace and on our vehicles. We have included a copy of this policy in the **Attachments** section of this proposal.

Over the term of the contract, Coach USA will provide the safe, passenger-focused, high quality transportation services that travelers have come to expect, but with meaningful enhancements to improve the overall passenger experience. We will “**Focus on the Road Ahead**” with new technological advancements, methods, and initiatives to ensure that NJ TRANSIT is the first choice for transportation in the Hudson County and North Hudson communities. This includes:

- **Service Delivery:** The expertise and knowledge to successfully deliver service planning, routing, and technology solutions in a fixed-route environment to ensure long-term economic viability.
- **Maintenance:** Vehicles on the road that accurately portray NJ TRANSIT’s commitment to enhancing their passenger’s travel experience and provide a service that is known for reliability, efficiency, and consistency.
- **Enriched Employee Environment:** A service-driven leadership team that will enrich the work environment, remain dedicated to employee engagement, and committed to promoting NJ TRANSIT’s culture to ensure staffing levels are maintained for the duration of the contract term.
- **Flexible Technology Platform:** A proven track record of delivering innovative transportation technology solutions and the expertise to increase operational efficiencies, provide ongoing reporting improvements, and continuously enhance service as traveler demands and preferences evolve.

Working together we will achieve the desired outcomes:

- Satisfied and faithful passengers who are confident in the NJ TRANSIT brand that they have come to rely upon to get them to their destination on-time, every time, and having had a good overall travel experience.
- The delivery of world-class service, provided by confident drivers who are well-trained, prepared to provide trips safely and on-time, and regularly recognized by management for excellent service delivery.
- A transportation partner that offers a proven methodology to managing contracts that presents an agile approach to the evolving needs of NJ TRANSIT and ensures alignment with the needs of the passengers that depend on its services.

Return to Work

Pursuant to Coach USA policy and FMCSA regulations, before a driver is permitted to return to work from furlough or any other extended period of time during the pandemic, they must first complete a Health Questionnaire.

They are also given a copy of Coach USA COVID-19 Monitoring and Screening Policy and required to sign an acknowledgement of receipt.

In addition, we conduct a background investigation, bi-annual violation review, assess their motor vehicle record, ensure that their CDL Medical Certificate is up to date and on file with the Department of Motor Vehicle, conduct a FMCSA Clearing House Query, and conduct a pre-employment drug test.

They are also provided COVID-19 Training, Biennial Driver’s Training and defensive driving training. Finally, we issue them their Personal Protective Equipment.

Please see the **Attachments** section of this proposal for a full copy of the Coach USA COVID-19/ Infectious Illness Policy.

Continuing Partnership with Coach USA

Our efforts in the execution of this contract will be focused on providing the highest quality of service that keeps our shared passengers, and their health and safety, at the heart of everything we do. We will accomplish this through our partnership with NJ TRANSIT to create an atmosphere of engagement that provides everyone, whether a passenger, employee, or the public, the information they need and timely execution of the latest public safety guidelines on the contract service.

In a renewed contract relationship with Coach USA through ONE Bus, NJ TRANSIT has the advantage of a completely custom, flexible contract partnership. We will work to provide the best fixed-route transportation service to NJ TRANSIT and its passengers each and every day.

SECTION A: EXPERIENCE

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

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

Coach USA Experience Overview

Through our affiliates and subsidiaries, Coach USA has been offering passenger transportation solutions for nearly 100 years. Coach USA and its affiliated companies are trusted business partners providing many types of specialized ground transportation solutions to government agencies, airports, colleges and universities and major corporations.

Our world has recently experienced an immense amount of change and insecurity. We understand our role to not only provide transportation services, but to also promote and generate wider economic growth through job creation and improved access to safe, reliable, and affordable transportation.

Coach USA operates a wide variety of passenger transportation services, including:

- Contract services for government agencies
- Airport and University shuttle operations
- Fixed-route, commuter, and express services
- Fixed-route critical employee transportation shuttles to the industrial sector
- Paratransit operations and on-demand service
- Transportation Management
- Charter operations

Administration, Management, and Support

Coach USA's clients look to us to provide the highest level of support and expertise.

Our Quality Control Program goes beyond the basics of reporting data to provide a detailed analysis of current operational trends to promote efficiency, cost savings, and continuous improvement.

Improvement can only be accomplished when leadership is passionate about excellence and is open to change and growth. To achieve continuous improvement, Coach USA is focused on the following fundamentals of leadership:

- Challenge the process to provide a superior product.
- Develop a strong culture.
- Empower employees to act, and to think out of the box.
- Promote and utilize continuous improvement events.

Ultimately, through our partnership, we will ensure that every aspect of the offered services is done right the first time.

Our Purpose

We strive to be a trusted and successful transportation provider and a respected community partner, even during tough times. We do this every day by supporting our people to deliver a great personal travel experience for our passengers and create sustainable growth for our investors and our communities.

Our Values

These are the five shared values that drive our people and the brands they represent across our business:

- **Safety:** Safety is at the heart of everything we do, from protecting our people and our passengers, to our responsibilities to the communities we operate in and to the wider environment.
- **Service:** We are passionate about serving our clients and our passengers – understanding their expectations, designing our services around their priorities, and listening to their insights to make their experience even better.
- **Integrity:** We expect the highest ethical standards of our people, our business, and our partners and suppliers.
- **Enterprise:** New ideas and calculated risk are the sparks behind the growth in our business. We give our management teams and our people the freedom to innovate, challenge, improve, and reward.
- **Partnership:** Together, we achieve more than we do as individuals. We actively engage with our clients and our communities and promote partnership between our people and the other stakeholders who share responsibility for mobility and connectivity.

Our North American Footprint

Coach USA operates in states across the US, including Maryland, Virginia, District of Columbia, New York, New Jersey, Pennsylvania, West Virginia, Ohio, Indiana, Texas, Illinois, California, Wyoming, Nevada, Florida, and Georgia. In Canada, we own two operating companies, which together operate around 400 vehicles in the Provinces of Quebec and Ontario under the Coach Canada brand. In addition, our affordable inter-city coach service, megabus.com, links around 80 cities across the Midwest, Northeast, and Western part of the United States and in Canada. Coach USA operates over 120 million miles each year with more than 5,000 employees nationwide.

ONE Bus

ONE Bus has been in operation since 1986, providing transportation services in Elizabeth, NJ and the surrounding region, including New York and New Jersey.

In 1998, ONE Bus became a part of the Coach USA family of companies and is now able to offer NJ TRANSIT the best of both worlds – the financial security, expertise, and expansive network of a large, national ground transportation provider, while we are a local company with an experienced management team.

Partnership History with NJ TRANSIT

Coach USA is a current NJ TRANSIT service provider, proud of our 42-year history of partnership. Through our subsidiary companies Suburban Trails and Community Coach, we operate four local county services, listed below:

Service Name	Coach USA Subsidiary	No. of Buses	Years of Partnership
Middlesex County Local Service	Suburban Trails	37	Since January 2021
Union County Wheels Service	Suburban Transit	4	2003-Present
Bergen County Local Service	Community Transportation	33	1987-2003, 2010-2017, 2019-Present
Passaic County Local Service	Community Transportation	38	1990-1998, 2003-Present

Hudson County and North Hudson Local Service

Coach USA and ONE Bus were pleased to take over NJ TRANSIT Routes 2, 10, 22, 23, 88 and 119 in June 2021. As a local transportation provider for 35 years, we understand the importance of the NJ TRANSIT service. The residents of Hudson County and the North Hudson communities rely on these transportation services each and every day – limiting service interruptions during transition to a new contract is imperative.

The maintenance department worked steadily for several months to ensure that the vehicles and equipment were brought up to Coach USA standards.

Our current operation of the Hudson County and North Hudson Local Service requires 95 drivers to cover the scheduled runs, plus four drivers to cover the additional non-picked assignments. Hiring and training additional drivers is an ongoing process. Please see **Section B: Key Personnel, Staffing Plan** for more information on how Coach USA and ONE Bus are working through the challenges presented by hiring and training driver staff.

Partnership Successes

Coach USA and ONE Bus are proud of the success of our current partnership with NJ TRANSIT for the operation of the current NJ TRANSIT routes. Although we have only served as NJ TRANSIT's chosen contractor for three full months, we will continue to strive to provide the best possible service to NJ TRANSIT for these additional routes over the term of a new contract.

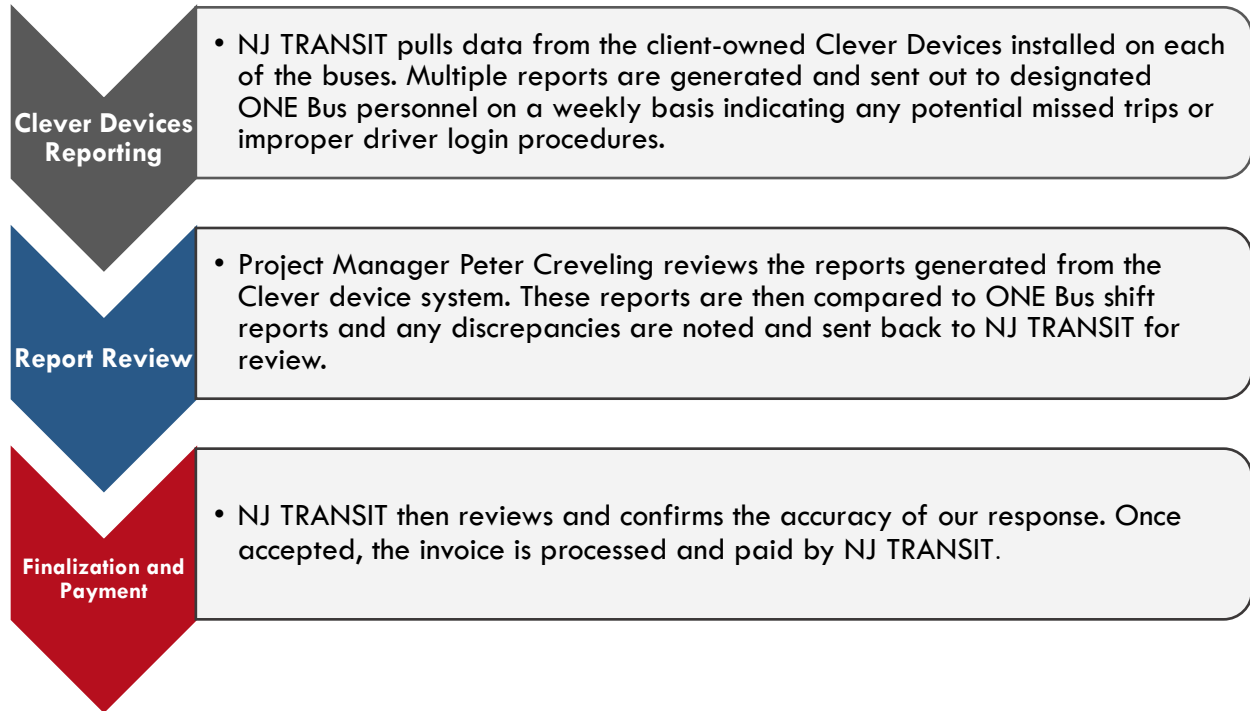
ONE Bus Maintenance Department PM Compliance

Month	Total	On-Time	Late	Compliance
July 2021	110	102	8	93%
August 2021	120	115	5	96%
September 2021	131	130	1	99%
AVERAGE:				96%

Please note, the PM compliance information above shows the statistics for the entire ONE Bus fleet, including the NJ TRANSIT fleet. Since assuming the NJ TRANSIT service in June, we have maintained strong PM compliance across the whole operation, and we continue to improve each month.

Ensuring Reporting Accuracy

Coach USA understands the vital importance of accurate reporting in all aspects of our contract partnership, particularly regarding missed trips. Together with NJ TRANSIT, we have implemented the following “checks and balances” reporting process pertaining to missed trips:



SECTION B: PERSONNEL

(1) The Proposer shall provide, separately from Appendix B, the names and resumes of all owners and all management and supervisory personnel to be utilized in the provision of the service described herein. The Proposer shall indicate the number of hours that each of the management and supervisory personnel will exclusively devote each week to each of these services. NJ TRANSIT may terminate the contract due to the unavailability of the Proposer's proposed personnel.

Key Personnel

Peter Creveling, Project Manager

Coach USA is proud to propose Mr. Peter Creveling as the project manager for the NJ TRANSIT Hudson County and North Hudson Local Bus Service. Currently serving as the project manager for the NJ TRANSIT service, Peter will continue to be responsible for the oversight of the entire NJ TRANSIT service. Peter joined ONE Bus/ Coach USA in 2003 as a Field Supervisor. He currently serves as the Operations Manager, responsible for overseeing scheduling, safety, and ticketing.

Peter has a strong knowledge of all NJ TRANSIT operations and routes; he will continue to ensure that we remain compliant with all NJ TRANSIT policies and procedures. He also responds to passenger complaints or problems to ensure complete customer satisfaction. He maintains a strong focus on safety, while implementing impactful strategic performance plans.

James Rutherford, Vice President and General Manager

Mr. James "Jim" Rutherford has nearly 30 years of service with Coach USA, joining as a driver in 1993. Since then, he has served Coach USA in several capacities, including as a Driver Training Instructor, dispatcher, Region Safety & Training Manager, and Operations Manager. He currently serves as the ONE Bus and General Manager, dedicating his entire career to Coach USA. He ensures the satisfaction of each of the clients we serve, including commuter services, public transit operations, and charter services.

Terry Bolden, Field Supervisor

Mr. Terry Bolden has served Coach USA since 1998 and has more than 20 years of experience as Field Supervisor for ONE Bus. He is primarily response for supervising all daily bus operations at our ONE Bus location, keeping the buses on schedule while supervising the staff drivers. He oversees the day-to-day activities of all employees, ensuring that we provide excellent customer service and communications with NJ TRANSIT and the customers we serve together.

Alfred Koval, Maintenance Manager

Mr. Alfred Koval is responsible for oversight of all maintenance department activities for ONE Bus. He has two decades of experience in vehicle maintenance and inventory control for Coach USA. He directs all preventive maintenance schedules for all systems and equipment and assigns and monitors all fleet and facility projects for quality and timely completion. Alfred manages the technician training for the entire maintenance department at ONE Bus, ensuring that each technician is properly qualified and trained to maintain the client fleet vehicles and equipment.

Gilbert Rosario, Shop Foreman

Mr. Gilbert Rosario has served ONE Bus for nearly 35 years – since before ONE Bus became a part of Coach USA. As shop foreman, he manages all work being completed in the maintenance department, including repair and preventive maintenance of the location transit fleet. Gilbert is bilingual in English and Spanish and ensures that the staff follows all policies and procedures, and that the maintenance department operates in a safe and effective manner each day.

The resumes of each of the proposed staff members can be found in the Attachments section of this proposal.

Staff Hours Dedicated to NJ TRANSIT

The management team listed above will be fully dedicated to this contract and always available to address and resolve any issues that may come up.

With the exception of the project manager, whose time will be dedicated to the NJ TRANSIT Hudson County and North Hudson Local routes, the compensation for the other members of the management team is pro-rated and factored into the cost of the bid proposal.

Recruiting & Staffing Plan

We will use the existing staff that currently operating the NJ TRANSIT Routes 2, 10, 22, 23, 88 and 119 for the following positions:

- Dispatchers & Field Supervisors
- Mechanics & Cleaners
- Operational Support Staff
- Accounting Staff
- Safety & Human Resources

Coach USA and ONE Bus have not been immune to the driver shortages experienced by the entire transportation industry. Since Coach USA assumed the NJ TRANSIT service in June 2021, we have had staffing challenges, particularly at Northeast Region locations. In addition to pulling driver resources from our sister companies, we have and will continue to carry out the following steps to help recruit additional drivers to fulfill the NJ TRANSIT routes.

Job Advertising

- Advertisements on job sites, such as: Indeed (including resume mining services), Find a Trucker, Avatar, Coach USA Jobs, megabus.com, and Facebook
- “Drivers Wanted” banners on interior and exterior all area Coach USA buses, including our Suburban Transit, ONE Bus, Olympia Trails, Community Coach, ShortLine, and Rockland Coaches fleet buses
 - King advertisements on two (2) Suburban Transit fleet buses
- “Drivers Wanted” at and near several locations, including:

- Suburban Transit (New Brunswick, NJ)
 - ONE Bus (Elizabeth, NJ)
 - ShortLine (Mahwah, NJ and Chester, NY)
 - Rockland Coaches (Westwood, NJ)
- Job advertisement flyers posted on businesses, churches and Journal Square in Jersey City and surrounding areas
 - Job advertisement flyers distributed in Journal Square and Port Authority Bus Terminal
 - Job advertising with the New Jersey Labor Department
 - Contacting former ONE Bus drivers to return to work
 - Contacting all former applicants
 - Advertisements posted on interior of all NJ TRANSIT fleet vehicles
 - ADP RPO pilot location (started September 13, 2021)

Job Fairs & Interview Events

- Frequent visits to local commercial driving schools
- Job fairs at the ONE Bus terminal facility
- Walk-in interviews available at the ONE Bus terminal facility
- Job fairs in the towns and communities surrounding Elizabeth, New Jersey

Incentives

- \$5,000 driver sign-on bonus
- \$2,000 referral bonus
- \$5,000 return bonus for furloughed drivers

Results

Considering the hiring challenges presented to ONE Bus, Coach USA, and the rest of the transportation industry, we have seen significant success from our recruiting efforts over the past three months. So far, we have successfully hired and trained 40 drivers and we are in the process of training more drivers. We will continue the efforts outlined above in a contract with NJ TRANSIT to ensure that we have sufficient drivers and standby drivers for these important routes.

*The ONE Bus recruiting efforts over the past several months have resulted in the hiring and training of **40 new drivers**, with more drivers currently in training.*

Technical Proposal Evaluation Period Contact

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

Jim Rutherford, Vice President and General Manager of ONE Bus, will be available to NJ TRANSIT at all times during the evaluation process if any further clarification of our proposal is necessary. After contract award, should NJ TRANSIT select ONE Bus as their chosen contractor, he will be the primary point of contact over the term of the contract. His contact information is listed below.

Name: Jim Rutherford
Title: Vice President & General Manager
Business Address: 349 First St., NJ 07206
Telephone: [REDACTED]
Fax: [REDACTED]
Email Address: Jim.Rutherford@coachusa.com

SECTION C: GARAGE FACILITIES

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

ONE Bus Garage Facility

All necessary maintenance and repair for the fleet that will carry out the service for NJ TRANSIT in Hudson County and North Hudson will take place at the ONE Bus garage facility in Elizabeth, NJ. We have provided responses to the above-reference questions in **Appendix B: Garage Facilities** of this proposal.

SECTION D: MAINTENANCE PROGRAM

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

Overview

The Coach USA preventive maintenance (PM) program meets all PM standards required by the OEM. With over 45 years of experience, operating and maintaining bus equipment provided by NJ TRANSIT, we have accumulated extensive maintenance experience with all types of transit equipment. Our maintenance department currently performs preventive and corrective maintenance on MCI Coaches, Van Hools, and NABI. All work performed by our mechanics is performed to OEM specifications.



It is the goal of Coach USA to provide NJ TRANSIT with a high quality, efficient, and effective maintenance program that will ensure the following:

- Compliance with NJ TRANSIT maintenance policies and procedures
- Smooth operation of the transportation system by minimizing vehicle downtime
- Optimum performance from each vehicle, protecting the investment made by NJ TRANSIT in their fleet
- A positive image for NJ TRANSIT reflected in clean and safe vehicles
- Recordkeeping that allows for accurate tracking of issues and predictive analytics

The responses to maintenance related questions in Appendix B (pp. 12-13) may be found in **Section I: Appendix B, Preventive Maintenance Program** of this submittal.

We have provided a review of the firm's maintenance programs and facility, including preventative maintenance programs, inspection cycles, handling of road failures and accidents and pertinent facility information in this section of our proposal.

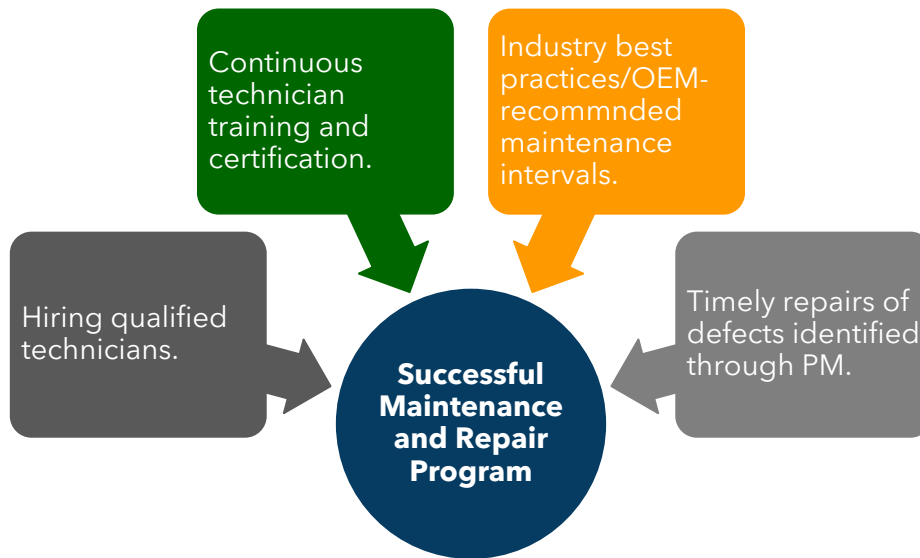
Coach USA Vehicle Maintenance Program

A successful transportation operation is always supported by a robust vehicle maintenance program. A well-maintained fleet is essential for NJ TRANSIT and ensuring the safety of our employees and the customer we serve together. As your partner, it is also our goal to protect NJ TRANSIT's investment in your fleet.

At the heart of our maintenance program are skilled, qualified technicians. All Coach USA technicians are qualified to maintain all major systems, such as: engines, transmissions, brakes, air conditioning systems, electrical systems, and more. We offer continuous training and certification opportunities to our technicians

to ensure they have the most up-to-date knowledge about the maintenance and repair of the NJ TRANSIT and Coach USA fleet used to carry out these services for NJ TRANSIT. Please see **Operating Plan, Item 8. Technician Training & Experience** for more information on the ONE Bus technician experience and certifications.

The ONE Bus Maintenance Department will be available 24 hours a day, seven days a week. In addition, our maintenance management team have mobile phones and are on call 24 hours a day. Coach USA's maintenance department is thoroughly prepared to provide maintenance services with state-of-the-art diagnostic and repair equipment to manage your fleet.



Preventive Maintenance (PM) Program

The Preventative Maintenance (PM) Program is the foundation of our maintenance success at Coach USA. The PM Program consists of a comprehensive inspection that includes all vehicle systems and all safety functions, including wheelchair lift operation and maintenance, performed every 10,000 miles or every 28 days. Scheduled inspections and scheduled repairs are another segment of our program. Our PM intervals are driven by either mileage, days, or both, and are tracked in FleetFocus. Vehicles assigned to a mileage-based PM cycle will default to a time-based schedule if time exceeds mileage.

Please see our response to **Operating Plan, Item 4: Preventive Maintenance Program** for information on the Coach USA PM program for NJ TRANSIT.

PM Inspection and Inspection Cycles

The maintenance manager generates a daily PM list from FleetFocus. This report is created manually from their work management portal or via a scheduled daily e-mail. The system tells the manager which vehicles are due for inspection, based on either mileage or time intervals.

FleetFocus informs the maintenance manager when other systems need to be inspected at greater intervals.

PM tasks examples include:

- Inspect all safety equipment, devices and functions, including: seatbelts, emergency exits, egress windows, and all DOT required markings
- Inspect brakes and complete a brake performance test
- Inspect all vehicle systems, including: HVAC, Electrical, Air Systems, Wheelchair lift, Audio/Video, lights, horn, wipers and all other components
- Inspect exterior, including: bumpers, body panels, doors (function and appearance)
- Inspect tires and wheels, including: condition, tire pressure and thread depth
- Inspect engine compartment, including: checking for fluid leaks, condition of hoses, belts, and wiring
- Check fluids, including: condition and levels
- Inspect and test engine cooling system, including: pressure test cooling system and check coolant protection levels

We have provided a sample PM Checklist in the **Attachments** section of this proposal.

If any deficiencies are discovered during a PM inspection, a follow up work order is created and the repairs are completed before the vehicle is dispatched for revenue service.

State of New Jersey Inspections

In addition to the above inspections, many of our vehicles are required to undergo a State vehicle safety inspection. All commercial vehicles must have an annual Federal Highway Administration (FHWA) Safety Inspection or approved State periodic inspection performed, as required.

HVAC Service and Training

HVAC filters and basic items are inspected on every PM. All staff that handles refrigerant has the proper certification. Technicians that perform HVAC inspections and system repairs have been trained and follow up training is performed as required.

Please see our response to **Operating Plan, Item 5: HVAC Maintenance Program**, for more information on the Coach USA HVAC Maintenance Program.

Brake Inspections

Brakes are inspected and tested during every PM inspection and upon completion of every brake related repair. During the inspections, the maintenance team will inspect all brake components individually. Brake thickness is measured and brakes with less than 4/32" of brake material are replaced. All brake work performed and parts used are documented and records are retained in the FleetFocus maintenance system. Upon completion of any brake related repair the vehicle is road tested to ensure it is in safe operating order and then returned to service.

Tire Service

Coach USA requires tire inspections on all DVIR's and PMI's. Tires are a focal point of both Safety and Maintenance programs. Coach USA's Tire Policy was created to meet and exceed federal guidelines; for example, our full-size coaches require removal of steer tires at 10/32" and drive and tag axle tires are removed at 4/32". Tire tread depths are checked with a tread depth gauge at every inspection and

tread depths are recorded on the preventive maintenance inspection sheet. Tires are also inspected daily by the vehicle drivers.

Wheelchair Lift Inspections

Coach USA drivers cycle wheelchair lifts daily during the pre-trip inspection. These inspections are important in ensuring the safety of the passengers. The maintenance team periodically attends on-site training with the wheelchair lift manufacturers as needed to assure they are knowledgeable on the function of the lift components. In addition, Coach USA utilizes the manufacturers' checklist of inspection items during a wheelchair lift inspection. Technicians also utilize this checklist during all PM inspections.

Regular Maintenance Services

Based upon our experience, Coach USA has developed a number of scheduled maintenance modules. For example, we thoroughly inspect and service the air conditioning systems every spring to prepare for the summer months. Similarly, we inspect and service heating systems and make other preparations each autumn in advance of the winter season. We schedule these types of maintenance services to prepare in advance for expected conditions.

Unscheduled Maintenance & Repair

Unscheduled maintenance and repairs are a result of unforeseen mechanical problems that develop over the course of the day. In addition to regularly scheduled preventive maintenance, Coach USA is prepared to perform all "unscheduled" maintenance and running repairs that may be necessary. Our maintenance department is open and staffed 24 hours a day, seven days a week, with additional staff during peak periods.

When unscheduled maintenance or repairs are necessary, the ONE Bus maintenance team, keeping safety as our top priority, chooses one of two courses of action, depending on the situation:

- ONE Bus dispatches an extra driver or mechanic with a backup bus or vehicle, replacing the vehicle that requires repair and returning to the ONE Bus maintenance facility. If possible, the vehicle transfer should take place at layover or transfer points to refrain from inconveniencing passengers.
- If the necessary repair can be completed onsite, the ONE Bus dispatches a technician with a service truck to the location of the bus/ vehicle to complete the repair onsite. Again, when possible, these running repairs are completed at the end of the line or at layover points to minimize trip interruption.

Unscheduled maintenance and repairs also arise at the end-of-the-day fleet check process and the technician review of pre-trip and post-trip inspection reports. As each vehicle is brought back to the lot and placed in the service line, the DVIR is reviewed. After the technician reviews the vehicle, it is either parked for service the following day or is taken out of service until the defects are corrected.

Major Repairs and Warranty Work

The ONE Bus maintenance department is fully equipped to perform most repairs. However, major body and paint requirements are either sent to one of our Coach USA body repair centers or in some cases Coach USA will subcontract body repairs and paint work to a qualified vendor. The same process is also in

place for rebuilding of transmissions and engines. Coach USA has agreements in place with the engine and transmission manufacturers to have an engine and/or transmission ready if needed.

Coach USA has an extensive warranty process in place to capture all warranty and labor to help reduce the cost of running the vehicle through the FleetFocus Maintenance Software program. All warranty claims are audited by the maintenance manager or warranty manager to ensure the maximum dollar amount is recovered. Coach USA developed a detailed warranty manual and provides hands on warranty training to new personnel. Coach USA also has a very good working relationship with the manufacturers.

Handling of Road Failures

Road Service and Towing

Most Coach USA maintenance locations have a fully equipped service truck with a supply of tools, equipment, fluids, parts, etc. at its disposal to respond to on-road vehicle servicing and breakdowns when needed. Minor repairs, including tire services, are performed remotely rather than driving or towing the affected vehicle back to the garage.

Sometimes it is necessary to replace an in-service vehicle due to a mechanical issue. In the event that a vehicle has a road failure, Coach USA will work to resolve the issue as quickly as possible with the goal of reducing passenger inconvenience, delays in service, and or vehicle down time. Upon notification by the driver to our dispatcher we will gather pertinent information such as:

- Is the vehicle in a safe place?
- Have you deployed any warning triangles?
- Description of problem.
- Current location.
- Any passengers on-board?
- Can the vehicle be safely moved?
- Are there any special passenger needs?
- Next pick-up time and location.
- What corrective action attempts have been made?

Once the appropriate information is obtained, the dispatcher will determine the best course of action to resolve the problem. Options include, but are not limited to the following:

- Dispatch relief vehicle
- Contact Dispatch
- Contact maintenance staff and dispatch a technician in service truck
- Call for a tow truck
- Transfer passengers to another vehicle

Depending on the situation, dispatch may initiate multiple rescue and repair actions simultaneously.

Towing services are typically subcontracted to a local, full-service towing company. Each vendor's service is monitored with regard to consistently quick response times, professionalism, safety and cost.

Upon resolving the road failure, the dispatcher will prepare collected data and submit it to the management team and maintenance department. This information will be analyzed to determine if this was a preventable or non-preventable incident. Upon that determination, our maintenance department will take steps to ensure this road failure does not happen again.

Steps may include:

- Implementing a scheduled service to address the component failure
- Add the repair item to our inspection program
- Contact vehicle manufacturer for possible recall items
- Use a different parts manufacturer
- Create and distribute a Maintenance Advisory to all maintenance personnel
- Publish a “Tool Box Talk” made available to all technicians through Fleet Focus

Breakdowns are tracked on a daily shift report and reviewed by the maintenance manager. Breakdowns are also tracked on monthly KPI's and monitored by location, regional and home office staff.

All out of service equipment is logged on a daily report that is reviewed by the general manager. Every effort is made to get out-of-service equipment back in service as soon as possible.

Maintenance Recordkeeping and Reporting

AssetWorks FleetFocus

Proper maintenance planning ensures that vehicles are ready to meet NJ TRANSIT requirements and that maintenance personnel perform at their peak efficiency. Maintenance files are maintained electronically through FleetFocus, an AssetWorks maintenance software company.



The system tracks all work performed on all vehicles, scheduled and unscheduled jobs, warranty, and preventive maintenance inspections. FleetFocus provides vehicle information at our management teams' fingertips. This allows our maintenance managers, supervisors, and technicians the ability to track work in progress as well as research vehicle repair history.

FleetFocus also tracks maintenance expense through the technician's repair hours, detail of work and parts usage. This information provides efficient preventative maintenance scheduling, minimizes inventory levels, and enables short-term and long-term planning.

Coach USA has been qualified by vehicle and component manufacturers to perform warranty repairs on many of the systems on the fleet, thus reducing down time.

Asset Management

Coach USA's fleet management software system is used to manage the assets assigned to the NJ TRANSIT Hudson County and North Hudson Local bus services contract. Our system records work orders, tracks employee labor, plans preventive maintenance, maintains parts inventory through suggested parts orders, and manages stockrooms.

Coach USA has established key performance indicators (KPIs) that measure elements that result in running a safe, dependable, clean, and timely service. The data we collect is continually assessed to identify successful operating methods and areas where improvements can be made.

Our maintenance staff reviews reliability data to identify trends that can be improved with preventive maintenance enhancements. Tracking and evaluating trends allows our team to take corrective action, which improve the safety of our fleet and overall financial performance.

Our maintenance objectives are as follows:

- **Missed Trips:** Coach USA's standard is simple – no missed trips resulting from mechanical failures. This requires policies and procedures to monitor service delays and, if necessary, replace vehicles so drivers can complete all trips on time.
- **Revenue Miles Between Roadcalls:** A roadcall is defined as any disruption of service caused by a mechanical malfunction, which results in the dispatch of a maintenance technician to correct, repair, or replace the vehicle. Miles between roadcalls are maximized by conducting thorough driver inspections and quality preventive maintenance.
- **Major Repair Work:** Coach USA's scheduling standards require repairs to be completed as soon as possible.

Preventive Maintenance: All PM inspections are performed based on mileage and/or time

Maintenance administrative personnel prepare, enter, and analyze data to generate final reports. Performance areas that are analyzed and managed include:

- Cost
- Fleet reliability
- PM performance
- Vehicles out-of-service
- Fuel management
- Warranty management
- Parts inventory

Coach USA maintains a wide variety of written records regarding the maintenance functions. At a minimum, the maintenance records include the following:

- Completed daily Pre-Trip and Post-Trip Inspection Forms
- Daily consumable records (fuel & fluids usage)
- Daily roadcall reports
- Master preventive maintenance schedules
- Tire program records
- Out of Service monitoring

Complete maintenance files on each vehicle including:

- All vehicle repair and PM history
- Warranty information

- Repair orders including parts, labor and detail of work performed
- Fluids usage including fuel, oil, antifreeze
- History of required state/federal inspections
- Completed safety audits

Coach USA prides itself on an extremely low rate of breakdowns of less than one-half of one percent. Our excellent service record is a result of our thorough and comprehensive vehicle maintenance program.

Parts, Fluids, and Tires

Coach USA maintains a parts inventory with the appropriate inventory levels for each service. Local parts distributors are utilized largely to avoid carrying excessive inventory. We maintain an inventory of hard-to-find parts.

To ensure Coach USA has the correct inventory in place, Coach USA uses the FleetFocus Maintenance Software program. With FleetFocus, Coach USA assigns a reorder point for all stock items and a reorder report is generated by FleetFocus to help the parts manager with forecasting. The report gives a thirty (30) day notice that the part(s) are needed and “safety stock” on high usage parts is built in. The reorder points for stock can be managed by the parts manager to help reduce or increase stock for seasonal type parts, special projects and/or internal campaigns to guarantee stock is on hand.

Coach USA has established national contracts with manufacturers and vendors that have agreed to carry the stock for Coach USA. Coach USA also has thirty-eight (38) maintenance locations to supply additional parts as needed.

Fluids and lubricants are purchased in bulk, as needed. The storage tanks are measured regularly and we establish replenishment schedules with suppliers. Limited supplies of fluids are also available on the shop truck. Our fluid storage and removal comply with EPA, state and local guidelines. In addition, we meet OSHA requirements regarding ventilation, lighting, etc., through our shop safety program.

We store and secure tires at the maintenance facility.

Parts Inventory and Purchasing Management

FleetFocus includes fully integrated parts inventory control and purchasing functionality for an unlimited number of user locations.

Users may:

- Manage the purchasing and stocking of parts locally
- View complete data for any part online from all Coach USA locations
- Track quantity and value on hand and on order for all parts
- Issue parts and relieve inventory through the same transaction
- Track vendor contracts, including amounts spent and remaining
- Receive automatic on-screen notification when the quantity on hand falls below reorder point
- Process an order, receipt, and issue of a part to a work order as a single transaction
- Automatically apply inventory counts to adjust current stock levels

- Catalog an unlimited number of manufacturer and aftermarket supplier IDs and part numbers, and cross-reference those to stock parts and to each other
- Track information on parts and parts vendors (e.g., delivery lead-time, minimum order quantity and value, warranty terms, etc., for each vendor and part)
- Automatically identify parts which have been used on equipment no longer in use to reduce inventory on-hand
- Automatically assemble kits from kit component lists

Garage Facility

The ONE Bus Maintenance Department operates out of the fully equipped ONE Bus garage facility. Please see our responses to **Garage Facilities** in this proposal for more information on the ONE Bus terminal.

Fueling

As each vehicle completes the day's service, the driver will drop the vehicle in the designated parking space. Once the driver has completed their post-trip inspection and shut down, the fueler/cleaner will fuel each vehicle at the fuel, check and replenish fluids, and run the vehicle through the vehicle wash. After return to the designated parking area, additional fuelers/cleaners will complete the interior cleaning as described in the cleaning section. Daily, the maintenance manager will monitor and record fuel and lubricant storage tank levels and report as required to NJTRANSIT.

Maintaining Technology

Coach USA recognizes its role in protecting NJ TRANSIT's assets and using them in a manner that delivers the greatest benefit. By establishing an environment that focuses on proactive asset protection, Coach USA offers NJ TRANSIT stability, safety, and security in its asset utilization.

Information Technology Management

NJ TRANSIT has expended significant resources in its investment of Intelligent Transportation Systems (ITS). As NJ TRANSIT's contractor, it is incumbent on Coach USA to not only maintain this system, but to also maximize its use in order to provide NJ TRANSIT with the greatest return on its investment. Coach USA and ONE Bus will provide technology specific training to its driver, maintenance, dispatch, and management teams. Additionally, Coach USA is a member of the Intelligent Transportation Society of New York (ITS-NY), our local chapter of ITS America. Founded in 1994, ITS-NY is an organization comprised of public, private and academic organizations which fosters an open exchange of knowledge and ideas.

Coach USA will provide A-level technicians for all on-board equipment electronics repair. Coach USA's maintenance team will perform all preventive inspections, initial diagnosis, and repair of all onboard electronics including that of ITS equipment.

All electronics technicians, shop supervisors, and the maintenance manager will be trained for a two-day period during the transition. This training will include an overview of the equipment, diagnostics and testing, and troubleshooting procedures. This will be classroom and hands-on training.

Coach USA has assembled an elite home office IT department which will provide oversight and assistance to the local team related to technology offerings. The department is guided by the principles of operational excellence, ensuring that run and build functions are reliable and predictable. The team

includes experts in business analysis, business intelligence (BI) reporting, cloud infrastructure, agile development methodologies, and quality assurance. Coach USA also maintains a formal Project Management Office (PMO) to ensure the successful and organized delivery of projects. Any updates to NJ TRANTS's ITS components will be carefully managed by our project management team and in close coordination with the respective vendors.

SECTION E: FINANCIAL CAPABILITY

The Proposer must attach its most recent audited financial statement for the operating company. (If the Proposer is a newly formed venture, that Proposer shall attach an audited financial statement pertaining to the parent company(ies)). Proposers must provide documentation in accordance with generally accepted accounting principles (GAAP) to include a satisfactory opinion statement.

Financial Stability

ONE Bus is part of a group of companies operating under the Coach USA and megabus.com brand names. ONE Bus and the other Coach USA subsidiary entities are owned by Project Kenwood Acquisition, LLC. Project Kenwood Acquisition, LLC is a holding company with access to cash and available line of credit in the mid-eight-digit range – ONE Bus has access to the cash and credit line to fund existing and future opportunities including the NJ TRANSIT Hudson County Area Service and North Hudson Local Service.

Financial Statements

Despite the challenges faced by ONE Bus, Coach USA, and the wider bus transportation industry in 2020, our financial position remains stable, thanks largely to the many loyal and dedicated Coach USA employees.

In the **Attachments** section of this proposal, we have included in our audited Project Kenwood financial statements for year ending December 31, 2020. As a wholly owned subsidiary of Coach USA, there is no standalone statement for ONE Bus.

Additional financial information can be provided upon request.

SECTION F: NONDISCRIMINATION

(1) As stated in Appendix B, the Proposer shall provide copies of all written complaints and lawsuits alleging discrimination based on race, color, national origin, or disability status over the past three (3) years. For each complaint or lawsuit, please provide the current status, including whether the matter is ongoing, whether the parties entered into a consent decree or whether the matter was otherwise resolved. If there are no pending complaints or lawsuits, the Proposer must submit a letter stating that fact.

All ONE Bus legal matters, whether past, pending or threatened, are customary to the transportation industry and are handled as part of its ordinary course of business. No litigation will have any material effect on our ability to complete the terms of this contract.

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

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

No civil rights compliance audits have been conducted for ONE Bus.

All Proposers submitting Proposals must sign the following certification: "Department of Transportation Title VI Assurance" - (Appendix E)

All completed required forms have been included in **Section I: Required Forms and Certifications.**

SECTION G: LEGAL PROCEEDINGS

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

All ONE Bus litigation matters, whether past, pending or threatened, are customary to the transportation industry and are handled as part of its ordinary course of business. No litigation will have any material effect on our ability to complete the terms of this contract.

SECTION H: DRIVER DAY CARDS

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

Please see the **Attachments** section of this proposal for a sample ONE Bus Driver Day Card.

SECTION I: REQUIRED FORMS AND CERTIFICATIONS

On the following pages, we have included the following required forms and certifications, as requested in the NJ TRANSIT solicitation.

Required Forms and Certifications	
Appendix B	Technical Proposal Package Supplementary Responses to Appendix B
Appendix C	Cost Proposal Package <i>(Submitted as a separate attachment to this proposal)</i>
Appendix D	Certification of Contracts, Grants, Loans, & Cooperative Agreements (Byrd Anti-Lobbying Certification)
Appendix E	Department of Transportation Title VI Assurance
Appendix F	Acknowledgement of Receipt of Addenda
Appendix G	Intent to Propose Form <i>(Submitted and acknowledged by NJ TRANSIT on September 24, 2021)</i>
Appendix H	New Jersey Transit Corporation's DBE Requirements for Race-Conscious Federal Procurement Activities (DBE Forms)
Appendix I	Certification of No Tax Liability or Felony Conviction
Appendix J	Ownership Disclosure Form
Appendix K	Intentionally Left Blank
Appendix L	Affidavit of Compliance with NJ TRANSIT's Code of Ethics for Vendors and State of New Jersey Ethics Laws
Appendix M	Disclosure of Investment Activities in Iran Form
Appendix N	Non-Collusion Affidavit
Appendix O	Contractor's Certification of Eligibility
Appendix P	Source Disclosure Form
Appendix Q	Statement of Joint Venture for Professional Services
Appendix S	FTA Civil Rights Assurance
Appendix T	Certification of Lower Tier Participant Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion
Appendix U	Certification Regarding Lobbying

Understanding of the Services to Be Provided

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

Overview

Coach USA, through its subsidiary companies, has been providing transportation services to New Jersey residents for more than 40 years. Coach USA is the current driver of both the Bergen County, Passaic County, and Middlesex County local bus services under contracts with NJ TRANSIT. Therefore, we offer the most knowledgeable and experienced management and operational personnel to ensure that services continue to improve. As NJ TRANSIT understands, continuity in service providers reduces possible disruptions that could result from a change in carriers.

Coach USA has the financial backing and expertise of a large company while, at the same time, retains the attention to detail and customer contact typical of a locally based operation.

Drivers

Our drivers are carefully selected and well trained in order to ensure safe, courteous, and efficient service to our customers. Our aggressive safety program is the foundation of every aspect of our business. We continue to use the latest technology in our ongoing efforts to train and monitor our drivers. A brief description of our systems may be found in the **Operating Information** section of this proposal.

Facility

Our garage facility in Elizabeth, New Jersey is secured under a long-term lease which will not expire during the term of this service contract. We have included a copy of the facility lease in the **Attachments** section of this proposal.

Vaulting Procedures

The cashbox vault is located at the middle of our wash/fuel line inside our maintenance garage. This vault is in close proximity to our money-counting room.

Our cleaning team brings each vehicle in nightly to wash and fuel, as well as complete the necessary vaulting procedures. Our parking supervisor who parks each vehicle following it being cleaned and fueled is tasked with removing the cashbox that has money in it, vaulting the box, and then putting the empty cashbox back into the bus. Finally, the bus is parked to be used for the following day of service.

The vaults at ONE Bus are under surveillance 24 hours a day, seven days a week to protect NJ TRANSIT funds. In addition, all activities are recorded to be reviewed at a future date if necessary.

Technology

Coach USA is unique – because of our relationships with technology providers, we can create a custom offering to meet the unique requirements of each of our clients.

Coach USA is an integrator – we have the ability to integrate any number of technologies to give each of our customers the best possible experience. We believe that the ability to serve as an 'integrator' is essential in our ability to provide quality solutions to our clients.

In a new contract with NJ TRANSIT, ONE Bus will be implementing additional technology on NJ TRANSIT buses to ensure safe operation of the fleet, as well as monitoring the fleet while on routes.

Saucon Telemetry Delivery System (TDS)

The Saucon TDS solution supports a variety of GPS capabilities including graphical mapping, vehicle tracking, scheduling, arrival forecasting, and full operational reporting. Using this



solution, Coach USA can view a map that automatically refreshes and displays all active vehicles, vehicle speed, location, and date and time of last report. The system is fully integrated for interface with Google Earth and all associated functionalities.

The Saucon TDS solution has the ability to define geo-zone fencing definitions to identify specific stops, zones or locations, as needed. Using these definitions with the embedded route-drawing functionality provides the ability to clearly define all routes, stops, and specific locations of interest.

The system also provides numerous services, feeds, and analytics that Coach USA can access through a secure web-based portal. This enables us to easily define rules, monitor vehicle performance, and report deviations using alerts and alarms.

Saucon TDS also allows us to conduct remote vehicle diagnostics for engine performance, speed, route compliance, hard stops, excess idling, and erratic driving. When combined with the Saucon on-board video system, we can receive an alert when the vehicle is off its planned route and do a live look-in on the vehicle and driver, and immediately take action.

GreenRoad Driving Behavior Platform

GreenRoad is a safety system that we have implemented across the entire Coach USA fleet. The GreenRoad Driving Behavior Platform monitors our drivers' habits and modifies their behavior by providing immediate feedback to the driver in the vehicle based on sensors on the bus.



Using GreenRoad's patented algorithms and a small in-vehicle device, GreenRoad analyzes maneuvers that



impact risk and fuel consumption. Risky events get translated into

a single, simple metric – the GreenRoad safety score. This information is communicated to the drivers in real time by lighted indicators that indicate 3 levels of alert encouraging instantaneous behavior modification for sustainably safer and more eco-friendly driving habits. Our drivers receive daily updates on their scores and are incentivized as part of this implementation to ensure we achieve a successful collaborative approach.

Hiring and Training Program

Coach USA invests in training for all employees from drivers to managers. Key elements of our training and development program include employee development, world class safety, excellent passenger care and operational performance, and regulatory compliance. Further, our training is focused on building consistency in practices. We ensure that training is relevant and accessible to our employees and we rely on internal resources to do the majority of our training.

The expected results of our commitment to training are:

- Improved retention
- Job mobility
- Improved customer service
- Better system performance

Please see the **Attachments** section of this proposal for more information on the Coach USA Hiring and Training Programs, including details on our targeted recruiting efforts for NJ TRANSIT.

Experience and Qualifications of the Company in Providing Local Transit Service

Experience with Similar Services

The Carrier must supply evidence of having successfully operated service of a similar nature to those described in the RFP and must provide a description of its ability to provide such services (complete Pages 11-14).

Please see **Section A: Experience** for a description of our similar experience, including the current operation of the NJ TRANIT fixed route transportation services since June 2021.

References

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

Credit References

Wells Fargo Capital Finance	
Address	1800 Century Park East, Los Angeles, CA 90067
Services Provided	Treasure Management
Contact	[REDACTED]
Phone	[REDACTED]
Email	[REDACTED]
No. of Years Associated	1990-Present

Five-Year Client List

The Carrier must provide a list of all other companies or agencies that it or any of its affiliates provided contract bus service to during the past five (5) years. Said list must include a description of the service and the name and telephone number of a contact person at that agency.

Nothing speaks to our experience providing transportation services more than our clients who we serve on a daily basis. Please see the **Attachments** section of this Proposal for a list of the clients served by our parent company and its affiliates in the New Jersey area.

Trade References

The Carrier must provide at least three (3) trade references from major suppliers such as fuel, parts, insurance, etc. References should include the number of years associated, credit terms extended, etc.

Sprague Energy	
Services Provided	Fuel
Client Contact	[REDACTED]
Phone/Email	[REDACTED]
No. of Years Associated	More than 20 years

ABC Companies	
Services Provided	Parts
Client Contact	[REDACTED]
Phone/Email	[REDACTED]
No. of Years Associated	More than 20 years

Sedgwick CMS	
Services Provided	Third-Party Administrator
Client Contact	[REDACTED]
Phone/Email	[REDACTED]
No. of Years Associated	2009-Present

Proposed Personnel

Please see **Section B: Personnel** of this proposal for a complete list of the proposed ONE Bus management personnel to be assigned to this project.

In addition, the resumes of each of the proposed management personnel can be found in the **Attachments** section of this proposal.

Insurance Expenses

A quote from an insurance agent must be included as an attachment along with all correct certificates of insurance.

All pricing information, including insurance expenses, has been included in the separately submitted Cost Proposal. We have included a Certificate of Insurance (COI) in the **Attachments** section of this proposal.

Company Information

1. Affiliated Companies, Corporations, Partnerships, or Trusts

List all affiliated companies, corporations, partnerships, individual proprietorships, or trusts. Indicate any type of transaction that will occur with these affiliates. If none, please indicate with N/A.

ONE Bus is affiliated with several regionally based sister companies, all of which are wholly owned subsidiaries of Coach USA Inc. All work for this contract will be completed by these area Coach USA companies.

Coach USA has additional nationwide subsidiaries in addition to ONE Bus and the other northeast region operations. Coach USA will provide support function including driver training, risk management, body repairs, and financial support. All of these support functions will be in compliance with this proposal and resulting contract with NJ TRANSIT.

2. Officers and Executives

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

The officers and executives for ONE Bus are listed below. As a part of our standard business practice, we do not provide information regarding the compensations of our officers and executives.

Title	Name
President	Linda Burtwistle
Vice President, Director	Farhaad Chanduwadia
Vice President	William Budds
Vice President	Jim Rutherford
Vice President	Ross Kinnear
Vice President	Newel Scoon
Chief Financial Officer	Ross Kinnear
Treasurer	Ross Kinnear
Assistant Treasurer	Elizabeth Leahy
Secretary and General Counsel	Jazmine Estacio

3. Management Personnel

List all management personnel to be utilized in operation/oversight of this service. Include a brief resume and summary of responsibilities relating to this service.

Please see **Section B: Personnel** of this proposal for a list of the proposed management personnel to be utilized in the operation and oversight of this service.

The resumes of each of these candidates can be found in the **Attachments** section of this proposal.

4. References

Provide the following references:

- a. Bank(s) (detailing years of association and credit worthiness)
- b. Trade (three references from major suppliers including years of association and current credit terms)
- c. Transit Industry (regarding previously contracted work, chartered work or any other transportation services)

Please see **Experience and Qualifications of the Experience and Qualifications of the Company in Providing Local Transit Service** for the above-listed references.

5. Legal Proceedings and Criminal Convictions

List all relevant facts concerning LEGAL PROCEEDINGS AGAINST the company/affiliates as required by the Request for Proposal (attach additional sheets if necessary). All written complaints and lawsuits alleging discrimination must be listed separately.

All ONE Bus litigation matters, whether past, pending, or threatened, are customary to the transportation industry, and are handled as a part of its ordinary course of business. No litigation will have any material effect on our ability to complete the terms of this contract.

6. Criminal Convictions Against ONE Bus

List all relevant facts concerning CRIMINAL CONVICTIONS AGAINST company/affiliate officers or executives as required by the Request for Proposal (attach additional sheets if necessary).

None.

7. Legal Proceedings by ONE Bus

List all relevant facts concerning LEGAL PROCEEDINGS BY the company/affiliates against others as required by the request for Proposal (attach additional sheets if necessary).

None.

8. Certificate of Operating Authority

Attach current copy of Certificate of Operating Authority (STB, DOT) that evidences your authority to operate this service. Also, attach a copy of the most recent U.S. DOT Safety Compliance Inspection, showing a satisfactory rating.

Please see the **Attachments** section of this proposal for a current copy of the ONE Bus Certificate of Operating Authority, as well as a copy of the most recent U.S. DOT Safety Compliance Inspection, dated August 18, 2021.

9. Financial Information

Attach most recent audited financial statement for operating company (if newly formed venture, attach audited financial statement pertaining to parent company).

Please see **Section E: Financial Capability** for more information about the ONE Bus financial capability, as well as the financial support offered by Coach USA.

In addition, please see the **Attachments** section of this proposal for the most recent copy of the Coach USA audited financial statements.

10. Drug & Alcohol Policy

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

Please see our response to Item 11 in Garage Facilities, located in this **Section I: Appendix B** of this proposal for more information on the Coach USA Drug & Alcohol Policy.

We have also included a copy of the Coach USA Drug & Alcohol Policy in the **Attachments** section of this proposal. In addition, a copy of the ONE Bus FTA drug and alcohol testing data and collection forms for the most recent period (2020) have been included in the **Attachments** section of this proposal.

11. Disadvantaged Business Enterprise Forms

Provide information relative to the completion of the DBE Goal assigned to this contract. This information must be submitted for each DBE the Carrier plans on using and reporting for the duration of the contract. Include the following:

Name of Company

Address of Company

Products or services provided by the company

Contact person with phone number and e-mail address

Title or position of contact person

Additionally, include partially completed DBE forms A, A1, A2, B, C, and D of Appendix H (without the dollar values) with the Technical Proposal. The fully completed DBE forms must be included with the Cost Proposal.

Please see the separately submitted Cost Proposal for the proposed ONE Bus DBE Plan information, including the complete DBE Forms A, A1, A2, B, C, and D of Appendix H.

We have included the partially completed (all cost information omitted) DBE forms A, A1, A2, B, C, and D of Appendix H in **Section I: Required Forms and Certifications** of this proposal.

12. Disadvantaged Business Enterprise Forms

A three percent (3%) Race Conscious Disadvantaged Business Enterprise (DBE) goal has been assigned to this contract. Include partially completed forms A, A1, A2, B, C and D (in Appendix H without the dollar values) with the Technical Proposal.

We understand the DBE requirements laid out in the NJ TRANSIT RFP. Our DBE plan meets/exceeds this requirement. We will submit the completed DBE forms (including pricing information) A, A1, A2, B, C, and D no later than five days after the submission of this proposal.

We have included the partially completed (all cost information omitted) DBE forms A, A1, A2, B, C, and D of Appendix H in **Section I: Required Forms and Certifications** of this proposal.

13. Business Registration Certificate

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

Please see the **Attachments** section of this proposal for the ONE Bus Business Registration Certificate.

Garage Facilities

1 Address and Location

Address and location of garage

The ONE Bus facility, including the maintenance garage facility, is located at 349 First Street, Elizabeth, New Jersey.

2. Garage Ownership

State whether garage is owned or leased (if leased, provide name and address of owner and attach hereto a copy of current lease).

The ONE Bus facility is leased from CenterPoint Properties. The lease ends in 2030. We have included a copy of the facility lease in the **Attachments** section of this proposal.

3. Facility Size and Capacity

State size of facility area (inside and outside), including storage and parking capacity.

Facility Size: Maintenance Facility: 23,100 sq. ft.
Office Facility: 11,788 sq. ft.

Indoor Storage and Parking: Limited to maintenance shop space.

Surface Parking: 225 spaces for buses
175 spaces for cars

4. Illustration of Facility

Include site drawing denoting: maintenance work area(s), washing and servicing area(s), fueling area(s), vaulting area(s), dispatch area(s), driver's rest area(s), locker area(s), administrative area(s), and storage/parking areas.

Please see the **Attachments** section of this proposal for a floor plan illustration of the ONE Bus facility.

5. Facility Security

Describe the security systems, barriers and procedures that are in place to maintain the integrity of funds, vehicles, and equipment for both the outside grounds and facility.

The ONE Bus facility is open 24 hours per day, seven days per week, with at least one management employee on the premises at all times. A security camera system, comprised of 30 cameras and recording devices, monitors the grounds and maintenance areas. A fence comprised of both chain link and estate fencing surround the entire facility for additional security.

6. Facility Work Stall and Pit Information

Total Number of Work-Stalls (Work Bays):	12
Number of Pits:	None
Number and type of lifts:	2 drive-on lifts 9 sets of portable lifts

7. Washing and Cleaning Equipment

Describe Washing and Cleaning Equipment and Facilities

Ross & White Bus Wash

The manufacturer of the bus wash system at the ONE Bus garage facility is Ross & White, using a single brush on either side of the bus with a double rinse and rinse agent operation. In addition, this bus wash is equipped with a water reclamation system, reducing our environmental impact and our water/sewer costs. The bus wash system at ONE Bus is serviced by Bristol Engineering. The service includes a comprehensive preventive maintenance inspection of all parts to ensure they are in working order, as well as a thorough cleaning.

Interior Cleaning Equipment

As a part of Coach USA, ONE Bus uses the ZEP Assure Cleaning Program to ensure thorough interior cleaning measures.

Please see the **Operating Information, Vehicle Cleaning Program** further in this section of this proposal for more information on our cleaning policies and procedures, including the ZEP Assure Program.

8. Fuel Tanks

List number of fuel tanks, capacity, and location

There are two fueling stations at the ONE Bus garage facility. The first tank holds 10,000 gallons of diesel fuel and is located outdoors. The second tank holds 15,000 gallons of diesel fuel and is located outside of the shop. Both tanks are protected by Jersey barriers.

In addition, there are two 700-gallon totes of Diesel Exhaust Fluid (DEF), both located indoors alongside the fuel pumps.

ONE Bus uses a Veeder Root system to monitor our fuel tank levels. This system also automatically schedules fuel deliveries once fuel levels reach a certain threshold.

9. Bulk Fluid Storage, Capacities, and Disposal Procedures

Describe system for handling bulk fluid storage, means, capacities and disposal procedures

- Our facility is equipped with two diesel fuel tanks, one 10,000-gallon indoor tank and one 15,000-gallon outdoor fuel tank.

- Antifreeze is stored in two 225-gallon above-ground, secondary containment, compliant with all State and Federal requirements.
- Automatic transmission fluid is stored in a 500-gallon tank, stored in a secured area in our garage, compliant with all State and Federal requirements.
- Engine oil is stored in a 500-gallon and 340-gallon above-ground, secondary containment which is compliant with all State and Federal requirements.
- Waste oil is stored in a 500-gallon, above-ground, red double-walled tank.
- Safety-Kleen, an environmental products and services vendor, handles the collection and disposal of all used oil and other fluids. Safety-Kleen collects our used oil and fluids on an as-needed basis, as well as used oil filters.

10. Indoor Facility Information

List and describe:

- (1) Indoor bus storage area-capacity;
- (2) Driver locker room facilities and capacity; and,
- (3) Lost and found procedures (reporting, securing and reclamation):

Indoor Bus Storage Area Capacity

The capacity for indoor bus storage at the ONE Bus garage facility is limited to the shop work bays, which can hold to twelve buses.

Driver Locker Room Facilities and Capacity

We have a full lunch and break room, training room, and restroom facilities sufficient to support all drivers during their shifts. The maintenance department has separate locker rooms for men and women.

Lost and Found Procedures

Please see the **Attachments** section of this proposal for the ONE Bus Lost & Found Procedures, including reporting, securing, and reclamation.

11. Safety Procedures

Describe safety procedures in effect:

ONE Bus adheres to Coach USA standardized Health, Safety, Security and Environmental program. This facility complies not only with the above-mentioned programs but also with all OSHA and EPA standards. This location also participates in the "Right to Know" program regarding all substances with which our personnel may come in contact as well as the lock-out/tagout procedure required. ONE Bus also has a very strict Personal Protection Equipment (PPE) program.

Safety Program

The foundation of our commitment to safety is embodied in our comprehensive Safety Program. At Coach USA, we are focused and dedicated to a "safety first, last, and always" attitude as an essential element

for all our employees. Our goal is to provide safe, reliable, courteous, and efficient passenger transportation services.

Through a comprehensive training program for all Coach USA employees, we follow rigorous safety procedures in everything we do. We support and follow all federal, state, and local regulations regarding passenger transportation.

Coach USA requires a safe working environment and if our policies and procedures are not followed, we enforce them and re-train an employee if necessary. Providing a safe working environment is the right thing to do as a company. Coach USA has invested significant resources in training, employee development, incentive programs, and developing annual safety audits to ensure that we are accountable for our performance.

System Safety Program

Coach USA realizes the importance of safety and proper training at every level of operations. To ensure the highest level of safety, we have developed a comprehensive System Safety Program that is implemented at each of our operating locations. This program is administered by the local safety and training manager.

The System Safety Program consists of a collection of safety policies that address the management of the safety program and covers topics necessary to initiate and maintain effective safety practices. The information in this program includes descriptions of the vehicles, a thorough staffing plan, as well as state and local regulations governing the specific services offered by that location. The System Safety Program also contains all the documentation needed to maintain the effective administration of the program. This includes coverage of issues such as safety and maintenance inspections, emergency plans and procedures, and recordkeeping.

The policies included in this program include, but are not limited to:

- Drug and Alcohol Testing
- Blood Borne Pathogens
- Altering Equipment
- Backing
- Battery Safety
- Cell/Mobile Phone policy
- Compressed Gas Safety
- OSHA
- Speeding
- Personal Protective Equipment

The key activities associated with the program include:

- **Implementation and Customization:** The on-site management team works together to establish and maintain an effective program that includes employee participation and continuous ongoing training.

- **Periodic Audits:** Safety staff will perform monthly and annual safety audits. Each functional area of the operation is examined to ensure safe operation, determine current compliance levels, and identify areas for improvement.
- **Home office Support:** Every audit will be extensively documented, and reports are provided to the project management team and the Coach USA home office support staff. Training and other safety initiatives are developed to address the results of the audits.

We have provided a sample copy of our Safety Audit in the **Attachments** section of this proposal.

Handling Emergency Situations

Emergency Preparedness Training

A key element of our training program for drivers is emergency preparation. An emergency situation can occur at any time, and we provide our drivers with the tools they need to handle situations including accidents and incidents, hazardous materials, passenger confrontations, and weather emergencies. Coach USA will spend classroom time on this critical area and reinforce these concepts during behind the wheel training and in practical simulations of various emergencies.

Security Procedures

Coach USA maintains the following policies and procedures for critical incidents:

- **Violence onboard:** The drivers are to protect themselves and passengers on-board, then immediately contact dispatch through two-way communications. Coach USA dispatch immediately contacts local law enforcement to describe the event and request assistance when necessary.
- **Violence directed towards a vehicle in service:** Whether a weapon is discharged, or an object is thrown at the vehicle, the driver is trained to immediately move the vehicle out of harm's way and contact dispatch through the above procedures.
- **Bomb Threats:** Threats onboard or called into dispatch or received through other communication means, will be immediately reported to the local law enforcement, and our general manager will be notified. Threats, whether genuine or not, will be taken seriously and the appropriate response, as per the local police, will be implemented.
- **Suspicious Packages:** We are keenly aware of the need to be vigilant, and observant of packages brought onboard. If there is a package left, and the owner is not identified immediately, the driver shall contact dispatch, who in turn will contact local law enforcement for related action. While this may seem like an overabundance of caution in most cases, we believe safety and caution is always the best option.
- **Facility Fire:** All employees will be evacuated to a designated area outside of the threat zone. If the fire is in our dispatch area, cellular telephone notification will be implemented by the senior staff member.
- **Medical emergency onboard:** The driver will immediately contact dispatch, and dispatch will contact 911 with a description of the onboard medical emergency and location of the vehicle. Dispatch will stand by until assistance is on the scene.

Each planning process has taken into consideration the delicate balance between operational safety, passenger needs, the safe operation of our system and the overall safety of our employees who provide

the service. At each location, customized emergency procedures will be developed that are specific to the service and facility.

Accident and Incident Reporting

Passenger and driver safety is Coach USA's number one priority. In the case of an accident, Coach USA will immediately dispatch emergency medical personnel and law enforcement, as required. Our next priority will be to provide any passengers that are on-board with immediate transportation upon collection of necessary contact and witness information.

We will utilize our supervisor and management personnel to immediately respond and guide the passengers in the safest manner possible to the replacement vehicle. It is our goal that there be a minimal impact on the level of service.

Coach USA has developed and implemented a comprehensive accident and incident reporting system. Our supervisors and managers have all been trained in accident investigation procedures. In the event that a Coach USA operated vehicle is involved in an accident a supervisor or manager will be dispatched to the scene, depending upon severity and according to contract requirements. At this time, the appropriate notifications are immediately made to the dispatchers and management team. Supervisors and drivers are equipped with the necessary paperwork and accident reporting forms, courtesy cards as well as a digital camera or smart phone. They will work with the law enforcement on scene to obtain all information and take photographs of the accident scene and vehicles involved. As per DOT requirements, the driver may be subject to post accident drug and alcohol test, as required by contract.

Electronic and hard copies of the accident/ incident report are kept by date with a reference to the vehicle driver number and an internal code designating the type of accident. Files include:

- Driver's report of accident/incident
- Standard investigation report and photos
- Supervisor's report with Drug and Alcohol Addendum
- Police report, if applicable
- Documentation of repairs performed as a result of an accident
- Documentation of any actions taken against drivers
- Correspondence information concerning the accident or incident with our insurance carrier or others involved

Coach USA is proud of its accomplishments in deploying all available technologies and innovative approaches for accident prevention. Coach USA does not just talk about safety, we live it every day, at every level. From the CEO down to the drivers, safety is our number one priority. This is evident by the results shown in the exhibit below:

Accident Safety Records Management

The safety and training manager is responsible for collecting and submitting required reports, including accidents, incidents, driver training, and employee development activities. The safety and training manager will also be responsible for submitting information required for safety awards based on Coach USA's Safety Award program.

Data collection requirements are based upon industry wide standards. Data is confidential. Information will be shared companywide through a summary report generated by each operating location that will be sent out at the end of each quarter.

We will document the safety, accident and incidents of the operating locations and communicate it internally to staff and externally to the contracting organizations. This enables us to analyze trends and ensure correct execution of safety procedures and thus the achievement of the Coach USA's safety objectives.

Storage and Handling of Hazardous Substances

Storage and handling of hazardous substances is an area of risk that requires that controls be in place. All Coach USA properties, including maintenance facilities and office spaces, have plans for the storage and handling of hazardous materials. We have a full understanding of the codes and regulations regarding hazardous substances, including solids, liquids, gases, fumes, and dusts that could cause harm to people or property. These substances could be flammable, explosive, corrosive, toxic or otherwise harmful. Examples of hazardous substances that may be found in our premises includes; but is not limited to:

- Fuel
- Oil and other lubricants
- Some cleaning products (bleach, toilet cleaner, polishes)
- Dirty water (for example in pits and drains)
- Paints and varnishes
- Fumes from engines
- Fumes from welding

The following principles for storage and use of hazardous substances must be followed in all premises:

- Identify hazardous substances.
- Identify the tasks that are carried out and how employees might be exposed to hazards from these substances.
- Reduce potential exposure.
- Require Personal Protective Equipment at all times.

Substance Abuse Policies and Programs

Coach USA is committed to providing a safe work environment that is free from the effects of drugs and alcohol so that it may operate and maintain transportation systems that are safe and efficient for our passengers, clients, employees, and the general public. Coach USA has a policy that prohibits the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance or alcohol in the workplace or while on duty. In accordance with FTA guidelines, Coach USA performs pre-employment, random, post-accident, and reasonable suspicion drug and alcohol tests.

The purpose of this policy is deterrence, through establishing guidelines to aid in maintaining a drug and alcohol-free workplace. This will reduce the probability of accidents or incidents related to the use of drugs and misuse of alcohol by our employees and assure to the greatest extent possible our service is delivered safely and efficiently. Coach USA is dedicated to assuring the fair and equitable application of

the substance abuse policy. Managers and supervisors are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any manager or supervisor who knowingly disregards the requirements of this policy or who is found to be deliberately misusing this policy in regards to subordinates will be subject to stern disciplinary action.

As a condition of employment, all employees must comply with the terms of this policy. Failure to do so will result in termination of employment.

We have provided a copy of our Drug and Alcohol Testing Policy in the **Attachments** section of this proposal.

12. Fire Protection System

Describe fire protection system and procedures in effect

The ONE Bus garage facility is equipped with fire extinguishers and fire suppression system. These systems are inspected semi-annually by a vendor. We also have a designated area for flammable materials storage. This facility is also in compliance with all Local, State, and Federal Fire Codes.

13. Other Operations at the Garage Facility

*State whether other operations utilize your garage facilities (include name and copy of service agreement, if any):
Indicate the number of buses operating out of the garage for each company.*

There are four Coach USA subsidiary operations that share the facility detailed in our proposal: megabus.com, Independent Bus, ONE Bus, and Olympia Trails. The number of buses for each operating company is outlined below:

Coach USA Subsidiary	No. of Fleet Vehicles	Services Provided
ONE Bus	33	Intercity transit services
Olympia Trails	10	Airport shuttle from airport to Manhattan
megabus.com	40	Intercity commuter services
Independent	18	Intercity transit services

**Please note, the listed fleet numbers are pre-pandemic. We expect to resume services with our full fleet as the country recovers from COVID-19.*

14. Additional Garage Facility Information

Please provide any other information, which may be of assistance in evaluating your garage facility

All maintenance and operational systems necessary to meet the terms of this RFP and to run a quality transit operation to best serve the public are already in place.

Operating Information

1. Similar Service Experience

Carrier's experience in operating service similar to this service. Has Carrier operated prior service under contract with NJ TRANSIT?

Please see **Section A: Experience** of this proposal for more information on ONE Bus and Coach USA's experience providing service to NJ TRANSIT, as well as services similar to those outlined in the NJ TRANSIT RFP.

2. Fleet and Equipment List

List total number of vehicles currently operated by company and affiliate(s), including type and make.

Please see the **Attachments** section of this proposal for a complete fleet list of vehicles currently operated by ONE Bus.

3. Outside Maintenance Work

List all types of maintenance work to be performed by an outside contractor, or to be performed by the parent/affiliate company at a facility different from the proposed site.

The majority of body repair work will be done in-house by a ONE Bus technician. However, if the body damage is extensive, it will be performed by Perfect Body, an affiliated company.

4. Preventive Maintenance Program

Provide a complete description of the preventive maintenance procedures for the vehicles that will be utilized in the operation of this service. Include scope of work to be performed, service intervals, inspection procedures, handling of daily defects, road failures and maintenance record keeping. Include full size copies of all applicable forms and documents. Describe in detail how the forms are used, including mileage, time intervals, oil analysis intervals and procedures, and handling of deferred work. (Refer to Exhibit J of RFP No. 20-017 – Maintenance Standards & Requirements).

Overview

A successful transportation operation is always supported by a robust vehicle maintenance program. A well-maintained fleet is essential for the NJ TRANSIT fixed-route services for Hudson County and North Hudson Local Bus Service and for ensuring the safety of our employees and the customers we serve together.

At the heart of our maintenance program are skilled, qualified technicians. All Coach USA technicians are qualified to maintain all major systems, such as: engines, transmissions, brakes, air conditioning systems, electrical systems, and more. We offer continuous training and certification opportunities to our technicians to ensure they have the most up-to-date knowledge about the maintenance and repair of the fleet used to carry out these services for NJ TRANSIT.

The maintenance department operates 24 hours a day, seven days a week. In addition, our maintenance management team have mobile phones and are on call 24 hours a day. Coach USA's maintenance

department is thoroughly prepared to provide maintenance services with state-of-the-art diagnostic and repair equipment to manage your fleet.

PM Program for NJ TRANSIT

Coach USA prides itself in our preventive maintenance program, which plays a vital role in the NJ TRANSIT operation.

Our comprehensive PM program for the NJ TRANSIT operation will:

Ensure the highest level of safety

Maximize the efficiency and reliability of the fleet

Reduce labor and parts expense

Extend the life of the fleet

The PM schedule meets or exceeds the minimum requirements for the fleet and is reviewed for modifications, based upon the needs of the vehicles as they progress through their various components' life cycles. Our preventive maintenance program is both mileage and time-driven and managed by the AssetWorks FleetFocus fleet maintenance software system. Mileage entries are made daily, and the time calculations are automatically generated by FleetFocus. The system produces reports that tell the maintenance manager which buses are due for PM inspections.

Inspection Intervals

Vehicle Type	Inspection Interval
Coach USA-owned fleet	10,000 miles
NJ TRANSIT-owned NABI's	6,000 miles
NJ TRANSIT-owned Commuter D4500	6,000 miles

The 10,000 and 6,000-mile major PM Inspection will average six (6) hours and can include the following key elements:

- Replacing fuel filters (typically at 6,000-7,000 miles)
- Draining and replacing the engine oil and filter (typically at 6,000 miles)
- Draining and replacing transmission fluid and changing transmission filter (typically at 100,000 miles)
- Draining and replacing differential oil (typically at 48,000 miles)
- Send oil samples for analysis

Of course, each PM program varies, and Coach USA will adjust the particular nuances of each contract, in order to provide the best service to each of our customers. For example, we are required to follow a specific time-based PM interval for all FTA-regulated fleet, but we are permitted to maintain a mileage-based PM interval for non-FTA fleet.

As a part of the PMI, the technician is responsible for identifying and correcting defects. It is the intent to have the technician repair those defects that will take five minutes or less at the time of the inspection. All other defects that are identified and may take longer to repair will be noted on the work order and scheduled for repair by the shop supervisor or general manager. No bus will be allowed to operate if a safety-related defect has been identified.

The inspections described above cover wheelchair lift maintenance needs and ADA requirements. Please see the **Attachments** section of this proposal for full-size copies of all applicable forms and documents used in the ONE Bus PM program for NJ TRANSIT.

General Repairs

All repair activities at Coach USA are initiated through use of standard work orders. Work orders usually originate from defects found during PM inspections, from a driver's pre-trip inspection or Driver Vehicle Inspection Report (DVIR), or by defects discovered on the nightly service lane. The shift supervisor or lead technician assigns repair work.

Our mechanics' knowledge and skills are continuously enhanced through training programs of bus manufacturers and major component providers. Updated new product or technical manuals, videos, and visits by technicians to the facility also assist in training.

The work orders are then entered into FleetAnywhere capturing all parts and labor. All open work orders are kept electronically in the FleetFocus software.

Coach USA will make all necessary repairs to each unit. This work will be scheduled so that it will not interrupt the contract service. All repairs will conform to manufacturer's specifications and NJ TRANSIT policies. Replacement parts will meet or exceed the OEM replacement parts. Complete records of all inspection work will be maintained on the equipment leased from NJ TRANSIT as well as mileage and fuel usage reports.

Pre-Trip and Post-Trip Inspections

The entire Coach USA team supports the maintenance program, from the drivers to our technicians. Coach USA requires that every driver complete a pre-trip inspection at the beginning of their shift and a post-trip inspection at the end of the shift. The inspection checklist has approximately sixty items relating to all relevant safety and operational guidelines and safety regulations. The checklist also ensures the vehicle meets Coach USA standards for appearance and cleanliness. Pre-trip inspections help to identify reliability issues such as fluid leaks or engine issues, for example. The inspection can be vehicle model specific and can include tests of on-board systems where needed.

Driver Vehicle Inspection Report

The Driver Vehicle Inspection Report (DVIR) was developed by Coach USA to ensure that all vehicles are safe and reliable before being dispatched. Each vehicle in the fleet has a corresponding DVIR book and all DVIRs are filed and retained for that vehicle according to DOT requirements.

The ONE Bus dispatch office holds and maintains the fleet DVIR books anytime the vehicle is at the facility. At the start of a shift, the vehicle driver reports to the dispatch office, takes the corresponding DVIR book, and completes the pre-trip inspection.

If any defects that limit the safe and reliable operation of the vehicle are identified during the pre-trip inspection, they are either addressed before the vehicle leaves the facility or the dispatcher assigns a different vehicle to the shift. At the end of the shift, the driver completes the post-trip inspection, fills out the DVIR, and returns the DVIR book to dispatch.

DVIR Review

The dispatcher reviews all returned DVIR reports. If the vehicle requires maintenance attention, the dispatcher will alert the maintenance team. If necessary, the vehicle will be taken out of service until the issue has been resolved.

Please see the **Attachments** section of this proposal for a sample Coach USA DVIR.

Vehicle Breakdown Procedure

Road repairs are coordinated through the dispatch and shop supervisor. When a mechanical problem occurs while on route, the driver will call dispatch (open 24/7) and, if necessary, speak with a mechanic. The appropriate personnel will be dispatched to the scene. Mechanics are required to perform road call duties unless the vehicle is to be replaced and a driver is available. In addition, preparation will be made to dispatch another vehicle as needed. The main concern of Coach USA is providing our customers with the most expedient and safe manner for continuation of their trip. The reaction time, and the manner with which a breakdown is handled, determine the efficiency of a company and distinguish one from another.

A service truck and various vendors are available for assistance when required. The service truck is equipped with an air compressor, tools, and all necessary fluids. When the vehicle is returned to the facility the maintenance department completes a work order form and places the vehicle out of service until all necessary repairs are made. Each failure is recorded and investigated by the maintenance supervisor.

5. HVAC Maintenance Program

Provide a separate preventive maintenance program for the vehicle air conditioning systems that meets or exceeds NJ Transit's and the manufacturers recommended or specified preventive maintenance program. This will include a sample inspection form, which will detail how it is used, and include: mileage intervals and deferred work categories.

Coach USA provides two separate preventive maintenance inspections on HVAC systems that meets or exceeds the OEM-specified preventive maintenance program. The HVAC system is regularly maintained at 5,000 or 6,000-mile intervals.

The air conditioning system of a vehicle is on its own preventive maintenance schedule in accordance with OEM recommendations. Each vehicle's A/C system is also inspected as part of our regular maintenance cycle. Inspection includes cleaning of the evaporator and condenser and a thorough check of the system. The systems are also monitored by the pre-trip and post-trip inspection performed daily by bus drivers.

The evening maintenance crew addresses any defects. It is a company policy that no vehicle departs our facility in warm weather without a working air conditioning system, and in cold weather without working heat.

Please see the **Attachments** section of this proposal for a copy of our HVAC maintenance inspection forms.

6. Vehicle Cleaning Program

Provide a vehicle cleaning schedule and sample inspection form. The schedule and inspection form will show what operations are performed on a daily, weekly and monthly basis.

Vehicle cleanliness has always been a priority for Coach USA, even before the COVID-19 pandemic. Protecting public health is of the utmost importance. We will divide our full vehicle complement into a daily cleaning schedule. Each vehicle will have a major cleaning at the interval required by the contract, and an interior cleaning every day. Forms will be used for documenting cleaning functions. We are committed to providing clean vehicles at all times.

Coach USA utilizes cleaning products that have been approved by the Centers for Disease Control and Prevention (CDC) to eliminate the COVID-19 virus, as well as flu and other bacteria. Our cleaning staff will be equipped with the proper personal protective equipment (PPE), including gloves and masks, to ensure that their health is protected while cleaning the vehicle.

The appearance of the vehicles develops a perception among passengers as well as the non-riding public, about the quality of the service provided. We understand this and will maintain the cleanliness of the vehicles to our highest ability.

Coach USA provides comprehensive interior and exterior cleaning for each revenue vehicle according to the ZEP Assure Armor Program (ZAAP). We take tremendous pride in having the cleanest vehicles on the road. Our experience includes vehicle cleaning, detailing, and buffing. We will perform the following:

- **Daily cleaning of the interior of the vehicles:** Drivers will remove trash and wipe down the interior of the vehicle at the end of each service day. All foreign matter such as gum, grease, dirt, and graffiti will be removed from interior surfaces during the cleaning process and upholstery damage will be repaired immediately upon discovery.
- **Regular cleaning of the exterior of the vehicles:** Our cleaning staff will utilize a power washer to hand wash exteriors and ensure all environmental regulations are met and followed at least once per week, or more with inclement weather, or based upon contract requirements.
- **Vehicles will be kept free of vermin and insects at all times:** We will contract for the extermination of all vermin and insects from all vehicles immediately upon their discovery, with a firm that uses safe, nonhazardous and EPA approved insecticides/materials.

Zep Assure Armor Program (ZAAP)

The Zep Assure Armor Program (ZAAP) is an advanced cleaning and disinfection program instituted by Coach USA at our subsidiary locations. We would propose to include this program with the NJ Transit fleet upon the successful contract award.



The ZAAP cleaning program is based on three steps: clean, disinfect, and protect.

Step One: Deep Clean

The process starts with a strong cleaner, prioritizing high-touch areas first, cleaning affected surfaces to remove any build up, and attaining biosecurity.

Step Two: Disinfect

The second step involves the use of an EPA-registered disinfectant, following CDC guidelines and standard operating procedures to achieve biosecurity.

The first two steps, after completed currently with step three, are repeated each day to maintain the biosecurity.

Step Three: Protect

Step three works to maintain the biosecurity levels achieved through the first two steps in the process. Step three will only be repeated at least once every six months, as the first two steps work to maintain the biosecurity on the buses.

Please see the **Attachments** section of this proposal for a sample vehicle cleaning form.

7. Revenue Collection Equipment Maintenance

Provide a description of the program to be utilized to inspect (including driver and maintenance staff inspections) to maintain the Revenue Collection Equipment which will be used in the operation of this service. Also describe the control procedures that will be used to ensure the accuracy of Farebox & Revenue System information and to monitor ridership & revenue on this service.

We have staff available on-site that are trained to troubleshoot and handle simple cashbox repairs. In the event that we are not able to make the repair onsite, we contact the appropriate personnel at CUBIK, a third-party vendor, to come to the facility to perform the necessary repair. We always have spares on hand for immediate use if the cashbox is not operable.

At the end of each vehicle's night of service, the buses are washed and fueled. Cashboxes are removed and vaulted at the end of the service line prior to being parked for the next morning's service. Drivers and other personnel are prohibited from handling cashboxes; they are only handled by supervisory personnel. Vault bins are picked up by Garda Armored Truck Service on a weekly basis.

8. Technician Training & Experience

A summary of the training/experience of the maintenance personnel should be included with the Proposal, ASE (Automotive Service Excellence) certification of the maintenance personnel in the pertinent areas is recommended.

Coach USA is dedicated to the development of all of our employees, including our technicians. We encourage all of our technicians to gain their certifications through the National Institute for Automotive Service Excellence (ASE) certification program. We will select dedicated technicians, and provide all training pertaining to the certification tests listed below (Transit Bus Certification Tests H1 – H8):

- H1 – Compressed Natural Gas (CNG) Engines
- H2 – Diesel Engines
- H3 – Drive Train
- H4 – Brakes
- H5 – Suspension & Steering
- H6 – Electrical/Electronic Systems
- H7 – Heating Ventilation & Air Conditioning (HVAC)
- H8 – Preventive Maintenance & Inspection (PMI)

In addition to the ASE training listed above, Coach USA will schedule our technicians to receive training from original equipment manufacturers and selected other vendors.

ONE Bus Technician Experience & Certifications

The maintenance department at ONE Bus is staffed by twenty-five mechanics, with an average of ten years of service with Coach USA.

Alfred Koval, Maintenance Manager, and Gilbert Rosario, Shop Foreman, supervise the department. They have more than 55 years of combined experience in vehicle maintenance and repair. The other technicians who will be assigned to repair and maintain the buses used to operate the NJ TRANSIT routes are listed in the table below.

Name	Years of Service	Name	Years of Service
Roger Bradshaw	15+ years	Jules Evans Chery	9 months
Wilfredo Cada	4+ years	Valdenn Dhuman	3 months
Frederick Cazley	23+ years	Hector Majano	15+ years
Owen Cerreta	37+ years	Ovidio Majano	3 months
Juan Delcid	10+ years	Jose Martinez	4 months
Michael Helper	14+ years	John Michalik	18+ years
Bohdan Laszyn	9 years	Ramon Orengo Rodriguez	1 month
Yulis Lazo	5+ years	Edwin Rodriguez	5 months
Ivan Majano	14+ years	Gilbert Rosario	33+ years
Hassan Sadick	7+ years	Imer Saliva	3+ years
Miguel Alvalle	33 years	Carlos Vaca	1+ year
Wilber Argueta-Rosales	2 months	Diego Vaca	2 months
Joseph Cherubin	1+ year		

In the **Attachments** section of this proposal, we have included copies of certifications and training curriculum completed by the ONE Bus technicians.

9. Additional Information

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

One Bus is a part of the Coach USA family of companies and is an organization that is strongly committed to protecting the safety of our passengers and employees. This concern is evidenced by the strict hiring standards we apply to our operating personnel, the thoroughness of our training program, and the diversity of our ongoing safety program.

In the **Understanding of Services to be Provided** section of this proposal, you will find information on the Coach USA hiring and training programs as well as the technology we plan to use on the NJ TRANSIT fleet in a new contract with One Bus.

Over the years, Coach USA, through both ONE Bus, Suburban Trails and Community Transportation, has provided these services for NJ TRANSIT successfully. We have developed a strong relationship with your staff during the past seven months while operating this service on an emergency basis. We are confident that choosing ONE Bus to continue as the future operator avoids all potential problems associated with transitioning to a new company. Our drivers are completely familiar with your routes and our mechanics are completely familiar with the maintenance requirements of the assigned fleet. Our stockroom is well supplied with all necessary parts to properly maintain the buses. Our management team has the knowledge and experience to continue delivering quality service without disruption.

10. Fuel Costs

Please see the completed **Appendix B** forms preceding this section of our proposal for the completed fuel information.

11. NJ TRANSIT Equipment Maintenance

Attach detailed schedules for maintenance of NJ TRANSIT leased/subleased equipment in accordance with maintenance standards provided as part of the RFP package.

Please see the information on our **Preventive Maintenance Program**, included as a response to **Item 4** in this section of the proposal.

12. Scheduling Documents

Attach all scheduling documents (i.e., run-guides and paddles) relating to the construction of the service to be operated. Utilizing the head-ways/schedules provided by NJ TRANSIT in the RFP, demonstrate how all runs are constructed, including all hook-ups, reliefs and Deadheads. DO NOT ENCLOSE A SAMPLE OF YOUR PROCESS- A FULL SCHEDULE IS REQUIRED.

Please see the **Attachments** section of this proposal for copies of our driver paddles relating to the construction of the service to be operated.

13. Tire Transfer

The buses assigned to this contract may be operating with Carrier leased tires. Upon receipt of these vehicles, the tire lease must either be transferred, bought out or the tires replaced with Carrier owned tires. Provide a detailed plan for how you will handle the tire transfer.

ONE Bus is the current contractor for NJ TRANSIT and maintains the fleet. Should we be selected as the successful contractor, tire transfer will not be necessary.

Please see the **Attachments** section of this proposal for information on the Coach USA Tire Management Program.

14. Appendices

The appendices and certifications listed in the NJ TRANSIT solicitation have been included on the subsequent pages of this proposal.

ATTACHMENTS

1. ONE Bus Business Registration Certificate
2. ONE Bus Motor Carrier Identification
3. ONE Bus Certificate of Operating Authority
4. Coach USA Hiring & Training Program
5. Coach USA COVID-19 & Infectious Illness Policy
6. Proposed Management Staff Resumes
 - a. Peter Creveling, Project Manager
 - b. James Rutherford, Vice President and General Manager
 - c. Terry Bolden, Field Supervisor
 - d. Alfred Koval, Maintenance Manager
 - e. Gilbert Rosario, Shop Foreman
7. Coach USA Audited Financial Statements
8. Sample Driver Day Cards
9. Coach USA Client List
10. Sample Certificate of Insurance
11. ONE Bus Drug & Alcohol Program Information
 - a. Coach USA Drug & Alcohol Policy
 - b. ONE Bus Drug & Alcohol FTA MIS Data (2020)
12. ONE Bus Facility Information
 - a. Floor Plan & Facility Illustrations
 - b. Copy of ONE Bus Facility Lease Document
13. ONE Lost & Found Policy
14. Sample Coach USA Safety Audit
15. ONE Bus Fleet List
16. Preventative Maintenance Forms & Checklists
 - a. Preventive Maintenance Forms A, B, C
 - b. Driver Vehicle Inspection Report (DVIR)
 - c. HVAC
 - d. Cleaning
 - e. Quality Audits
17. ONE Bus Technician Certifications
18. Coach USA Tire Management Program
19. US DOT Safety Audit
20. ONE Bus Driver Paddles
21. Coach USA Bank Reference Letter