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County of Union

RCCP 3-2026

Department of Human Services

Competitive Contract

Specifications:

Union County

Paratransit System

Submission Deadline: 11/5/2026

Announcement release: 10/1/2026

**COUNTY OF UNION
NOTICE TO PROPOSERS
REQUEST FOR COMPETITIVE CONTRACT PROPOSALS**

SEALED PROPOSALS will be received by the Director of the Division of Purchasing of the County of Union, New Jersey or her designee on **Thursday, November 5, 2026, at 11:00 a.m.**, prevailing time in the **2nd Floor Conference Room**, U.C. Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey for:

One Contractor to provide:

Routing, Scheduling, Dispatch and Road Operations for:

UNION COUNTY PARATRANSIT SYSTEM OPERATOR - RCCP#3-2026

Contract Period: February 1, 2027 through December 31, 2027 (11 months)

With four (4) 12-month extensions for 2028, 2029, 2030, 2031

in accordance with the specifications and forms of the proposal packages furnished by the Division of Purchasing. The County reserves the right to reject any and all proposals and to waive any and all informalities in the proposal. Proposals are being solicited through a fair and open process in accordance with N.J.S.A. 19:44A20.4.

Requests for Competitive Contract Proposals may be obtained beginning October 1, 2026 by registering and downloading at <http://ucnj.org/vendor-opportunities/rfqs-and-rfps/current/> or via U.S. Postal Service upon written request. Fax your request for a proposal package to (908) 558-2548. Proposers should be aware that the County of Union may issue addenda to the Request for Competitive Contract Proposal package. The County of Union is only obligated to inform proposers of such addenda if they have obtained a package directly from the County of Union or have downloaded it from the County of Union's website. It is the sole responsibility of the proposer to be knowledgeable of any and all addenda related to this procurement. Therefore, interested parties should check the website throughout the Request for Quotations process for any updates.

Disadvantaged Business Enterprise (DBE) in accordance with the Department of Transportation (DOT) Regulations 49 CFR, Part 26, shall have the maximum opportunity to participate in the performance of this process. NEW JERSEY TRANSIT has deemed there is no DBE goal for this project.

All questions should be submitted in writing and directed to Michelle Hagopian, Assistant Director, at ucbids@ucnj.org. Written questions will be accepted through 4:00 p.m., prevailing time, Thursday, October 22, 2026.

Proposers are reminded to review their submissions for any information they consider to be confidential. The County of Union will not be responsible for the release of any information

contained in the proposal package which may be subject to confidentiality.

Proposal delivery is strongly encouraged to be made via commercial mail carrier (USPS, FedEx, UPS) so that tracking information is confirmed. The County of Union is not responsible for late delivery by the U.S. Postal Service or any other carrier. If a proposal is delivered by hand, you will not receive confirmation of delivery. No late proposals will be accepted. Proposals submitted by fax or e-mail will not be accepted.

All information requested in the Request for Competitive Contract Proposals must be provided or the vendor may be disqualified. **All Proposals MUST BE SEALED AND CLEARLY LABELED, on the outside of the packaging, with the subject of the proposal, name and address of the proposer, phone & fax numbers, and date of the proposal opening. Each proposal must be delivered to reach the Division of Purchasing prior to the stated time of the opening of the proposals.**

Proposals will be made in the form required by the specifications and **one (1) original paper hard copy, eight (8) paper copies, and one (1) electronic copy of the Word and Excel application forms with the required scanned attachments on Thumb Drive submitted in a sealed package to:**

**County of Union – Purchasing Division – 2nd Floor
10 Elizabethtown Plaza Elizabeth, NJ 07207**

Attention: RCCP# 3-2026 UNION COUNTY PARATRANSIT SYSTEM

Proposers are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

The Board of County Commissioners reserves the right to reject any and all proposals and to accept any proposals which in their judgment will best serve the interest of Union County.

Michelle Hagopian, Assistant Director, Division of Purchasing, County of Union

PROPOSAL SUBMISSION CHECKLIST

IMPORTANT NOTICE TO ALL APPLICANTS – THE ITEMS LISTED BELOW SHALL ACCOMPANY ANY PROPOSAL. ALL DOCUMENTS SHALL BE ORIGINALS

Date: _____ Each proposer must complete this form and initial each entry

SECTION A: Failure to submit the following documents will be cause for the proposal to be rejected.

- _____ 1. Security in the form of:
_____ A Guarantee bond in the amount of \$20,000.00.
OR
_____ A certified check or cashier's check in the amount of \$20,000.00.
- _____ 2. CONSENT OF SURETY (FORM G) – If the total amount of your proposal is over \$29,000, a Consent of Surety form signed by a Surety Company stating that if your proposal is accepted, the Surety Company that provides the consent shall be required to furnish a Performance Bond in the amount of 100 % of the award of the contract. The Bond shall have a term equal to the contract period.

In lieu of the Consent of Surety you may submit a Certified Check in the full amount of the proposal.

The County of Union has provided its Consent of Surety form for your use. The use of this form by your Surety Company will expedite the proposal review process and eliminate the possibility of having your proposal rejected. If, however, you should need to use another form, please use language similar to that used on the Union County form and avoid making any additions or deletions to the Union County form language.

- _____ 3. First Tier DBE Utilization – Fed Form A
- _____ 4. Bidder Solicitation and Contractor Information – Fed Form A1
- _____ 5. Non-DBE Subcontractor Utilization – Fed Form A2
- _____ 6. Prime Contractor Monthly DBE Payment Report – Fed Form E

- _____ 7. Form E – Prime Contractor’s DBR Payment Certification (Page 2 - Fed Form E)
- _____ 8. DBE Prime Contractor’s Monthly Payments Form – Fed Form E-1
- _____ 9. DBE Subcontractor Monthly Payment Report – Fed Form E2
- _____ 10. Intent to Perform as 1st Tier DBE – Fed Form B
- _____ 11. NJT Disclosure of Lobbying Activities (LLL Form)
- _____ 12. NJT Affidavit of Compliance With The Americans with Disabilities Act (NJT Form)
- _____ 13. NJT Code of Ethics (NJT Form)
- _____ 14. NJT Suspension and Debarment Certification (NJT Form)
- _____ 15. NJT Vehicle Sub-Lease Form (NJT Form)
- _____ 16. UC FORM F: STATEMENT OF OWNERSHIP DISCLOSURE – fill out completely
- _____ 17. UC FORM E: PROPOSER SIGNATURE PAGE – fill out completely
- _____ 18. UC FORM: FAILURE TO SIGN BELOW WILL DISQUALIFY PROPOSAL
- _____ 19. Acknowledgement of Receipt of Proposal Addenda (This form is to be used only when an addendum has been added to the specifications.)

SECTION B: Failure to submit the following documents may be a cause for the proposal to be rejected.

- _____ 20. Proposal Submission Checklist
- _____ 21. Proposal Cover Page
- _____ 22. UC Budget Form A1 – Base Service Total Budget
(Complete form for Years 2027, 2028, 2029, 2030, 2031)
- _____ 23. UC Budget Form A1-a: Description of General and Administrative Costs
(Complete form for Years 2027, 2028, 2029, 2030, 2031)
- _____ 24. UC Budget Form A2 – Weekday Evening Optional Service Budget

(Complete form for Years 2027, 2028, 2029, 2030, 2031)

- _____ 25. UC Budget Form A3 – Saturday Optional Service Budget
(Complete form for Years 2027, 2028, 2029, 2030, 2031)
- _____ 26. Financial Statement Certified by a CPA or Audit
- _____ 27. UC FORM H: NON-COLLUSION AFFIDAVIT – fill out completely and notarize.
- _____ 28. UC FORM I: AFFIRMATIVE ACTION REQUIREMENT
- _____ 29. UC FORM J: AFFIDAVIT OF NO CONFLICT OF INTEREST
- _____ 30. AMERICANS WITH DISABILITIES ACT EQUAL OPPORTUNITY FORM
(UC Form)
- _____ 31. UC FORM K: UNION COUNTY INSURANCE REQUIREMENTS
- _____ 32. UC FORM L: DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN
- _____ 33. UC FORM M: NJ BUSINESS REGISTRATION CERTIFICATION
(FOR PROFIT PROPOSERS)
- _____ 34. UC FORM N: CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED
ACTIVITIES IN RUSSIA OR BELARUS
- _____ 35. UC FORM O: FEDERAL FUNDS TERMS AND CONDITIONS
- _____ 36. Proposer's Drug and Alcohol Policy in compliance with FTA Regulations
(49CFR part 655) – Proposers are requested to submit the Drug and Alcohol
Policy with their proposal.

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2026 UNION COUNTY PARATRANSIT SYSTEM COMPETITIVE CONTRACT SPECIFICATIONS

I. CONTRACT REQUIREMENTS

A. Rights Reserved

Upon the determination that its best interests would be served, the County of Union through the Department of Human Services reserves the right to:

- Cancel the RFP process at any time;
- Amend these specifications at any time;
- Refuse to consider responses that do not conform with the specifications' requirements;
- Require a Proposer, at its expense, to submit written clarification to responses in any manner or format that the County may require;
- Require that any proposal submitted in response to these specifications, be retained by the County;
- Allow no additions or changes to the original response after the due date specified herein, except as may affect all vendors, or as specified in the evaluation criteria;
- Award in part, or reject any and all responses in whole or in part;
- Waive technical defects, irregularities and omissions; and
- Reject the response of any Contractor in default with the County of Union of any prior contract or for misrepresentation of materials presented.

B. Rejection of Responses

The County of Union reserves the right to withdraw or cancel these specifications at its discretion at any time prior to execution of a contract, to reject any or all responses, or to waive any minor or non-mandatory technical deviations as it may deem fit and proper. The successful Contractor's response will become part of the contract. All responses shall be retained by the County of Union.

The County of Union reserves the right to obtain information from the Proposer regarding the ability of the Proposer to perform. Such information may be taken into consideration in evaluating the total Proposal.

C. Incurring Costs

The County of Union is not liable for any costs incurred by the Proposer in the preparation, demonstration or presentation of responses to these specifications.

Union County's total liability is limited to the terms and condition of the contract.

D. Proposal Specifications

The County of Union reserves the right to amend the specifications prior to the date for response submission. Amendments will be advertised and will be sent to all organizations requesting copies of the specifications.

E. Offer of Gratuities/Integrity

The Contractor shall maintain the high standards of integrity in the performance of this contract and shall not take any action in violation of state or federal laws, regulations or other requirements that govern contracting with the County of Union or the State of New Jersey. The Contractor shall not, in connection with this or any other agreement with the County of Union, directly or indirectly, offer, confer or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of known legal duty by any governmental official or employee.

By submission of a response, the Contractor certifies that no gratuities of any type were either offered to or received by any elected or appointed official or employee of the County of Union or the State of New Jersey or its political subdivision in connection with this procurement from the Contractor, the Contractor's agents or employees or subcontractors. If this prohibition is violated, any contract arising from these specifications may be terminated by the County.

F. Representation

The Contractor, by responding to these specifications and any subsequent solicitation made under this offering, certifies and represents that it has not violated any of the provisions stated herein.

G. Protest Procedures

1. Protests based upon a challenge to the specifications or alleged improprieties in the County's procurement process must be filed no later than ten (10) calendar days prior to the proposal opening date.

2. In the event the protest of specifications or alleged improprieties is denied and the protester wishes to continue in the solicitation process, they must still submit a proposal prior to the close of the solicitation in accordance with the proposal submittal procedures provided in the RCCP.

3. Protests based upon the award of a contract must be filed no later than five (5) business days after the Union County board of County Commissioners' public meeting authorizing same.

All protests must be filed in writing. Oral protests will not be accepted.

Protests must be emailed to ucbids@ucnj.org. When submitting, the subject line of the email **MUST** contain the work "Protest" followed by the title of the RCCP (RCCP 3-2026 Union County Paratransit System).

The Protest must contain the following information:

1. The name, address, and telephone number of the protestor.
2. Identify the procurement.
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.
4. The form of relief requested.
5. The signature of the protestor or the protestor's representative.

Failure to include all requested information may result in dismissal of the protest.

Protest Review and Decision

Upon receipt of a timely protest, a review panel will be convened to review the information presented by the protestor and the review of the protest data shall be completed within ten (10) calendar days from the receipt of the protest request.

Legal Fees and Costs

In the event a protestor unsuccessfully challenges the procurement, proposal(s), contract award or other related challenge, by filing an action in a court of law concerning same, said protestor shall be responsible for payment of reasonable legal costs and fees incurred by the County relating to said protest.

Confidentiality of a 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, the County shall have the sole discretion and final decision to determine whether the materials are exempt from public disclosure and shall take action as required by applicable law.

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.

The decisions of the County in all matters relating to a protest will be final and

there shall be no right to any administrative appeals of such decisions. Protestor is not precluded from filing an action in a court of law.

II. TERMS AND CONDITIONS

A. Contract Administrator

The County will designate an individual to act as the contract administrator. The contract administrator shall be the single authority to act for the County of Union under the contract, unless otherwise agreed to by all parties. Whenever written notice to the Contractor is required by the terms of the contract, such notice must be signed by the contract administrator, or in that individual's absence or inability to act, such notices shall be signed by the contract administrator's designee.

B. Subcontracting

Except as provided in this contract, no contract shall be made by the prime contractor with any other party for furnishing of the work or services herein contracted for without the consent and approval of the contract administrator. Each contract entered into between the prime contractor and a subcontractor shall be provided to the contract administrator for review and approval, however, this provision does not require the approval of contracts of employment between the contractor and employees assigned for services hereunder.

C. Independent Capacity of the Contractor

In the performance of this contract, the Contractor, its officers, employees, agents or subcontractors will act as independent contractors and not as officials, agents or employees of the County of Union. It is expressly understood and agreed that the Contractor and its employees, vendors, subcontractors, agents and representatives shall in no event, as a result of the resulting agreement, be entitled to any benefit to which Union County employees are entitled, including but not limited to, overtime, retirement benefits, worker's compensation benefits and injury leave or other leave benefits.

D. Funding

The obligations of the County of Union under this contract are contingent upon the availability of funding as specified herein. No work shall be performed until the Contractor has received assurances that sufficient funds exist. If funding is not authorized or approved, such events will constitute a default. The County agrees to notify the Contractor in writing if funding is not approved at the earliest possible time.

All funds will be awarded on a reimbursement basis in accordance with New Jersey Permanent Statutes N.J.S.A.40A:5-16.

E. Indemnification

- a. To the fullest extent permitted by law, the Contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend and hold harmless the County of Union, its Board of County Commissioners, officers, directors, employees, contractors, agents and volunteers, NEW JERSEY TRANSIT and the State of New Jersey from and against Contractor's breach of this Agreement (including attorney's fees), and any and all third party claims demands, suits, actions, recoveries, judgments and costs and expenses (including attorney's fees), in connection with this Agreement which shall arise from or result directly or indirectly from the work, services, and/or materials supplied under this Agreement by the Contractor, its employees, officers, agents, subcontractor and representatives.
- b. The Contractor further agrees that this indemnification includes, but is not limited to: claims and damage to property and bodily injury, sickness, disease or death to persons or injury to or destruction of tangible property, including the work itself, and the loss of use resulting therefrom, or the loss of use of tangible property, and claims of infringement of intellectual property rights, which has not been physically injured or destroyed, which may arise out of or be caused by the negligent actions, activities, omissions and/or willful misconduct of the Contractor, its employees, officers, agents, subcontractors and representatives, in connection with the performance of the work and/or services as outlined in this Agreement.
- c. The Contractor's indemnification and liability under subsection (a) is not limited by, but is in addition to the insurance obligations herein.
- d. The Contractor's duty to defend the County shall arise at the beginning of any claims made against the County.

F. Early Termination

Without Cause – This contract or a portion of this contract may be terminated by the County of Union for any reason upon a thirty (30) day notice, when such termination is in the best interest of the County. Any such termination shall be affected by delivery to the Contractor a Notice of Termination specifying which portion of this contract is terminated and the date on which termination becomes effective. In no event, however, shall the Contractor be paid for loss of anticipated profits or consequential damages.

This Agreement may be terminated without cause at any time upon thirty (30) days prior written notice from the County. In no event, however, shall the Contractor be paid for loss of anticipated profits or consequential damages.

In the event the Agreement is terminated all finished and unfinished documents, data, studies and reports prepared by the Contractor under this Agreement shall, at the option of the County, become the County's property and the Contractor shall be entitled to reimbursement for any satisfactory work or services completed.

With Cause – The County may, by written notice of default to the Contractor, and without prejudice to any other right or remedy, terminate this Agreement under any one of the following circumstances if the Contractor does not cure such default within a period of ten (10) days (or such longer periods as the County may authorize in writing) after providing notice to the Contractor specifying such failure:

- a. If the Contractor refuses or fails to supply services called for in this Agreement or fails to meet any criteria defined in the Agreement;
- b. If the Contractor disregards laws, ordinances, rules, regulations or orders;
- c. If the Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms;
- d. If the Contractor files a petition in bankruptcy, becomes insolvent, ceases its operation, makes an Assignment for the Benefit of Creditors or any similar action that affects the rights, affairs or property of the County.

In the event, the Agreement is terminated, all finished and unfinished documents, data, studies and reports prepared by the Vendor under this Agreement shall, at the option of the County, become the County's property and the Vendor shall be entitled to reimbursement for any satisfactory work or services completed.

G. Default

The County of Union may, by written notice of default to the Contractor, without prejudice to any other right or remedy, terminate this contract in any one of the following circumstances if the Contractor does not cure such failure within a period of thirty (30) days (or such longer periods as the contract administrator may authorize in writing) after providing notice to the Contractor specifying such failure:

- If the Contractor persistently or repeatedly refuses or fails to supply services called for in this contract or fails to meet any criteria defined in the contract;
- If the Contractor persistently disregards laws, ordinances, rules, regulations or orders;
- If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms;

- If the Contractor files a petition in bankruptcy, becomes insolvent, ceases its operation, and makes an assignment for a creditor or any similar action that affects the affairs or property of the County.
- If the Contractor fails to schedule, or fails to schedule efficiently, or fails to handle riders' calls promptly, courteously and considerately it will constitute a breach of contract.
- If the Contractor fails to pick up and discharge passengers consistently within the scheduling parameters, it will constitute a breach of contract.

The Contractor acknowledges and agrees that the System is designed primarily to assist the human service needs of passengers with an immediate and urgent requirement for transportation services. Therefore, failure to promptly and efficiently perform has serious ramifications and does not constitute satisfactory performance and so does not meet the County's needs. Therefore, **the Contractor and its surety** acknowledge that prompt and complete performance of all of the transportation services required is critical, and in the case of failure to provide, termination shall begin promptly on the 31st day, and **surety specifically acknowledges its duty and responsibility** to provide for substitute performance in the event of such termination.

The surety will provide for substitute performance, irrespective of whether the cost of providing such exceeds the contract price called for in this Agreement. If the surety does not promptly perform, and the County arranges for substitute performance, the Contractor and the surety will be liable for any excess costs occasioned thereby. Contractor and its surety will be responsible for all damage or loss sustained by the County as a result of the Contractor's breach of contract.

H. Contractor Liability upon Termination

The County shall hold the Contractor liable for actual damages permitted under the laws of New Jersey arising out of or resulting from the termination of the contract.

The County may also hold the Contractor liable for all incidental and consequential damages permitted under the laws of New Jersey arising or resulting from termination of the contract.

I. Contractor Freedom from Liability

The Contractor shall not be liable for any damages if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God, acts of the County of Union solely in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without fault or negligence of either the Contractor or its

Subcontractor(s). When such a cause arises, the Contractor shall notify the contract administrator and the County immediately in writing of its failure to perform, describing the cause of failure and how it affects performance, and the anticipated duration of the inability to perform. The County of Union shall review the information provided and may at the option of the County rescind the contract.

J. Rights and Remedies

The rights and remedies of the County shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

K. County of Union Recovery

In the event the County of Union is required to undertake any legal action to enforce its rights and remedies under the contract, the County of Union shall be entitled to recover reasonable attorney's fees and costs in the event the County prevails against the Contractor.

L. Inspection and Audit

The Contractor agrees that the County of Union and New Jersey TRANSIT shall have the right to monitor the performance of the Contractor through site visits, meetings, and requests for information, which may include advance notice to the Contractor. The County and New Jersey TRANSIT shall have the right to examine any of the Contractor's records that are directly related to this contract.

Upon termination of the contract, the Contractor shall provide the County of Union with a complete set of books, documents and records utilized by the Contractor in the performance of the contract. During the term of the contract, all information by the Contractor in the performance of this contract will be made available to the County of Union and New Jersey TRANSIT immediately upon demand. If requested, the Contractor shall deliver to the County of Union and New Jersey TRANSIT the background material prepared or obtained by the Contractor relating to the performance of this contract. Background material is defined as original work papers, notes and drafts prepared by the Contractor and all data related to the services being rendered, including electronic data processing forms, computer programs, computer files, pamphlets and other literature.

The County of Union and New Jersey TRANSIT, or their authorized representatives shall at all reasonable times have the right to enter the premises or such other places where supplies to be provided under the contract are being stored, to inspect, monitor or otherwise evaluate the work or services being performed. If the County of Union or New Jersey TRANSIT desires to inspect work on the Contractor's premises, the County of Union and New Jersey TRANSIT will abide with all reasonable security procedures. All inspections and evaluations shall be performed in such a manner that will not unreasonably

delay work.

Pursuant to N.J.A.C. 17:44-2.2, the Contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five (5) years from the date of final payment. Such records shall be made available to the NJ Office of the State Comptroller upon request.

M. Assignment or Transfer

The Contractor may not assign, transfer, convey or otherwise dispose of this contract to any third party or entity, and this contract may not be involuntarily assigned or assigned by operation of law without prior written consent of the County of Union, which consent shall not be unreasonably withheld. Any attempted assignment in contravention of this contract shall be null and void as to assignor and assignee.

The County of Union reserves the right to assign or transfer the contract to any person, office or entity as it deems appropriate.

N. Cooperation with Other Contractors

The County of Union may undertake or award supplemental contracts for work related to this contract, or any portion thereof. The Contractor shall cooperate with such other contractors and the County of Union in all such cases. All subcontractors will be required to abide by this provision as a condition of the contract between the subcontractor and the Contractor.

O. Right to Reject Contractor's Employees

With respect to the operation of the program, the County of Union shall retain the right to reject any of the Contractor's employees whose qualifications in the County's judgment are insufficient or whose job performance is unsatisfactory. In considering the Contractor's employee's qualifications, the County of Union will act in good faith and not unreasonably. The Contractor will provide two-week written notice to the County of Union prior to removing or replacing the Project Manager of Assistant Project Manager which shall include documentation of the experience and qualifications of the proposed replacement, as a condition of this contract.

P. Compliance to Laws and Procurement of Permits and Licenses

Any contract entered into between the proposer and the County of Union must be in accordance with and subject to compliance by both parties with all relevant State and Federal Laws including the New Jersey Local Public Contracts Law. The proposer shall sign and acknowledge such forms and certificates as may be required by this section.

It is understood and agreed that should N.J.S.A. 10:2 1 et seq.; N.J.S.A. 24:10 57.1 and N.J.S.A. 57.2; 34:11 56.25; N.J.S.A. 40A:11 18 or N.J.S.A.

52:33 1, together with any amendment or supplement thereto, be applicable to this Agreement and should said statute(s) not be complied with, then this Agreement shall be voidable at the option of the County. The parties to this contract do hereby agree to comply with the provisions of N.J.S.A. 10:2-1 through 10:2-4, N.J.S.A. 10:5-31 through 10:5-38 et seq. (P.L. 1975, c. 127), dealing with discrimination in employment on public contracts and the rules and regulations promulgated pursuant thereunto are hereby made a part of this contract and are binding on them. The Proposer agrees that it will not discriminate against any employee who is employed in the work to be covered by any contract resulting from this RCCP because of color, race, creed, religion, national origin or ancestry.

Discrimination on the basis of disability in contracting for the delivery of services is prohibited. Respondents are required to read the Americans with Disabilities language that is part of the documents attached hereto and agree that the provisions of Title II of the Act are made part of the contract. The contractor is obligated to comply with the Act and hold the owner harmless.

The Contractor will procure, at its expense, all licenses, authorizations, approvals, agreements and permits necessary to the fulfillment of its obligations under the terms of the contract.

Q. AFFIRMATIVE ACTION REQUIREMENT

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.

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

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

contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

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

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

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression,

disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; 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 N.J.A.C. 17:27-1.1 et seq.

R. Governing Law

This Agreement shall be governed by and construed under the laws of the State of New Jersey. The Vendor irrevocably agrees that, subject to the County's sole and absolute election, any action or proceeding in any way, manner or respect arising out of this Agreement, or arising from any dispute or controversy arising in connection with or related to this Agreement, shall be litigated only in the courts having status within the State of New Jersey, and the Vendor consents and submits to the jurisdiction of Union County, New Jersey.

S. Project Accounting Records

The Contractor shall maintain accounting records in a manner to enable the County of Union to easily audit and examine any books, documents, papers, and records maintained in support of the contract. Such records shall consist of sufficient documentation to support all invoices. All such documents shall be made available to the County of Union at its request, and shall be clearly identifiable as pertaining to this contract. The County of Union may, at its option, retain at its expense a certified public accounting firm of its own choice to conduct periodic audits.

T. Waiver

No term or provision hereof shall be deemed waived and no breach excused by the County unless such waivers shall be in writing and signed by the party claimed to have waived or consented to the term or provision.

Any consent by the County to, or waiver by the County of, a breach by the Vendor, whether express or implied, shall not constitute consent to, waiver of, or excuse for any different or subsequent breach.

U. Severability

If any provision of this Agreement or application thereof to any person or circumstance, is held invalid or unenforceable, such invalidity will not void the entire Agreement or affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application; rather, the entire agreement shall be construed as if not containing the particular invalid or unenforceable provision(s), and the rights and obligations of the parties shall be construed and enforced accordingly.

Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement.

V. FORCE MAJEURE

Neither party shall be liable for any damages for failure to perform its obligations under this Agreement if such failure arises out of causes beyond the control and without the fault or negligence of either party. Such causes may include, but are not restricted to terroristic acts, acts of God, acts of the County solely in its sovereign or contractual capacity, fires, floods, war, riot, insurrection, accidents, epidemics, pandemic, or other public health emergencies, quarantine restrictions, freight embargoes, industrial disturbances and unusually severe weather; but in every case the failure to perform must be beyond the control and without fault or negligence of either the Vendor or its subcontractor(s). When such a cause arises, either party shall notify the other immediately in writing of its failure to perform, describing the cause of failure and how it affects performance, and the anticipated duration of the inability to perform.

W. Entire Agreement

These terms and conditions, the mandatory minimum requirements, and the forms, proposals, and contract constitute the full and complete understanding of the parties hereto and supersede any prior understandings, representations or oral or written agreements between the parties.

X. Non-Discrimination Policy/Notice to Public

Union County Paratransit operates its programs and services without regard to race, color, or national origin in accordance with Title VI of the Civil Rights Act of 1964, as amended.

NON-DISCRIMINATION: The parties do hereby agree to comply with the provisions of N.J.S.A. 10:2-1 through 10:2-4, N.J.S.A. 10:5-31 through 10:5-38 et. seq. (P.L. 1975, C. 127), dealing with discrimination in employment on public contracts and the rules and regulations promulgated pursuant thereunto are hereby made a part of this contract and are binding on them. The Proposer agrees that it will not discriminate against any employee who is employed in the work to be covered by any contract resulting from this bid because of color, race, creed, religion, national origin or ancestry.

Y. Insurance Requirements Applicable To All Contracts

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services and/or work hereunder by the Contractor, its officers, officials, directors, employees, agents, representatives or contractors.

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Coverage on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. The County of Union, its officers, officials, directors, employees, agents and volunteers and New Jersey TRANSIT are to be covered as additional insureds.
2. **Automobile Liability:** Coverage for all owned, hired, or non-owned automobiles used in connection with this agreement with limits no less than \$5,000,000 per accident for bodily injury and property damage.
3. **Workers Compensation Insurance** as required by the State of New Jersey, with Statutory limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident or bodily injury or disease.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Contractor's profession, with limit no less than \$2,000,000 per occurrence or claim, \$4,000,000 aggregate.
5. **Sexual Abuse or Molestation (SAM) Liability:** If the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than

\$1,000,000 per occurrence or claim.

6. **Property/Inland Marine** shall be on a "special cause of loss" or equivalent form and written at replacement cost without deductible to the County of Union or New Jersey TRANSIT. The coverage applies to all equipment owned or supplied by the County of Union or New Jersey TRANSIT and utilized during the life of the contract. The equipment includes, but is not limited to, the following: two-way radios, radio base stations, mobile tracking equipment, vehicle monitoring equipment and any other similar equipment.
7. **Cyber Liability:** Insurance with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this contract and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.
8. **Crime Insurance:** Coverage with limits no less than \$1,000,000 and must include employee theft and client coverage.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Primary Coverage

For any claims related to this contract, the Contractor's Insurance coverage shall be primary coverage as respects to the County of Union, its officers, officials, directors, employees, agents and volunteers and New Jersey TRANSIT.

Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County of Union and New Jersey TRANSIT.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the State with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the County of Union.

Verification of Coverage

Contractor shall furnish the County of Union with Certificates of Insurance before service and/or work begins. The County of Union reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Claims Made Policies

If any coverage required is written on a claims-made coverage form:

- The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
- Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of contract work.
- If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of three (3) years after completion of contract work.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County of Union and New Jersey TRANSIT are additional insured on insurance required from subcontractors.

Special Risks or Circumstances

County of Union reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

THIS LANGUAGE MUST BE ADDED TO THE CERTIFICATE OF INSURANCE IN THE DESCRIPTION BOX:

The County of Union, its officers, officials, directors, employees, agents and volunteers and New Jersey TRANSIT are included as additional insured as required by contract with the County of Union. Coverage shall be on a primary basis as respects to the County of Union, its officers, officials, directors, employees, agents and volunteers.

Certificate Holder is:

County of Union
10 Elizabethtown Plaza
Elizabeth, NJ 07207

Z. Bonding

The Contractor shall furnish a guarantee (bid bond) and performance bond in connection with all of its obligations under this Agreement. The guarantee (bid bond) shall be provided with the proposal. The performance bond shall be provided upon the award of a contract by the County of Union. **However, the proposer is required to submit a Consent of Surety form (attached herein) completed by the surety company with its proposal** as evidence of the ability to provide a performance bond at the time of the contract award.

The Consent of Surety and bonds should reference **Union County Paratransit System and the Proposal Opening date (November 5, 2026)**. The bonds will be issued by an approved surety company under New Jersey law. The performance bond will insure the County for the complete performance of all responsibilities by the Contractor under this Agreement for the full term of the contract. The performance bond will indemnify the County fully in connection with all aspects of these specifications.

AA. Non-Discrimination

The parties to this contract do hereby agree to comply with the provisions of N.J.S.A. 10:2-1 through 10:2-4, N.J.S.A. 10:5-31 through 10:5-38 et. seq. (P.L.1975, C.127), dealing with discrimination in employment on public contracts and the rules and regulations promulgated pursuant thereto are hereby made a part of this contract and are binding on them. The proposer agrees that it will not discriminate against any employee who is employed in the work to be covered by any contract resulting from this bid because of color, race, creed, religion, national origin or ancestry.

BB. Open Public Records Act (OPRA)

Pursuant to the Open Public Records Act, N.J.S.A. 47:1A-1 et seq. (OPRA), all contract documents and information prepared by Vendor and received by the County in response to this Request for Proposals will become the property of the County of Union. As such, your contract documents will be considered public information and will be available for review by individuals or agencies who request same from the County unless you affirmatively allege an exception to OPRA applies. Prior to the execution of this Agreement, Vendor shall advise the County in writing if any of Vendor's contract documents or portions thereof are considered confidential and same shall be marked as such. In the event, a request is made under OPRA, Vendor shall be responsible to defend its position in the appropriate agency or court and Vendor shall indemnify, defend and hold the County harmless against any claims whatsoever, if the County denies access to such contract documents based on Vendor's request.

CC. Records

In accordance with N.J.A.C. 17:44-2.2, Contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

A1. Compliance with Grant Requirements

The successful proposer shall be required to perform the contract in accordance with the following grant requirements:

- Federal Transit Administration (FTA): Operating and Non-Operating programs that include but are not limited to the following: Section 5311, Section 5310, and New Freedom Grants.
- NEW JERSEY TRANSIT: Senior Citizen and Disabled Residents Transportation Assistance Program (SCDRTAP), referred to as Casino Revenue and New Jersey Job Access and Reverse Commute (NJ-JARC).
- UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES

In connection with the performance of this contract, the Contractor shall cooperate with NEW JERSEY TRANSIT in meeting the commitments and goals with regard to the maximum utilization of disadvantaged business enterprises and will use its best efforts to ensure that disadvantaged business enterprises shall have the maximum practicable opportunity to compete for subcontract work under this Contract. The term "disadvantaged business enterprise" means a for-profit small business concern that is owned and controlled by one or more socially and economically disadvantaged persons, as defined by 49 CFR, 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.

**B1. DISADVANTAGED BUSINESS ENTERPRISE ("DBE") GOAL
ASSIGNMENT: RACE-NEUTRAL**

NEW JERSEY TRANSIT requires bidders utilizing Disadvantaged Business Enterprise (DBE) subcontractors/vendors/suppliers to comply with all aspects of NEW JERSEY TRANSIT's DBE Program in the use of DBE's. All NJ Unified Certification Program (NJUCP) certified DBE firms, including

suppliers, are eligible to participate in this contract.

NEW JERSEY TRANSIT's 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 this contract. Failure by the contractor 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 NJTRANSIT deems appropriate.

UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES

In connection with the performance of this contract, the Contractor shall cooperate with NEW JERSEY TRANSIT in meeting its commitments and goals with regard to the maximum utilization of disadvantaged business enterprises and will use its best efforts to ensure that disadvantaged business enterprises shall have the maximum practicable opportunity to compete for subcontract work under this Contract. The term "disadvantaged business enterprise" means a for-profit small business concern that is owned and controlled by one or more socially and economically disadvantaged persons, as defined by 49 CFR, 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.

DBE PROGRAM COMPLIANCE REQUIREMENTS

The Contractor shall refer to NEW JERSEY TRANSIT's "DBE Requirements for Federally Funded Contracts and Subcontracts," for instructions, guidance, and explanations for DBE program obligations under this Contract. For this Contract, the bidder 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, A 1, A2, and B (if applicable). The apparent bidder must also submit a current DBE Certification Profile print out from the NJUCP DBE Business Directory at www.njucp.dbesystem.com for all potential DBE subcontractors. Additionally, the apparent bidder shall submit any applicable supplemental forms (AA, AA 1, AA2, BB, and D).

All DBE forms and JUCP DBE Certification Profile print outs shall be submitted by the proposer with their proposal within five (5) calendar days of the bid opening date.

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 bid opening date. All DBE forms are included in the

Contract package.

Failure to submit any and all mandatory DBE documentation within five (5) calendar days shall result in a rejection of a Bid as non-responsive.

E1. Federal Requirements

All bidders must agree to abide by standard terms and conditions governing the administration of Projects supported with federal assistance as they appear in FTA Federal Clauses Attachment.

III. INTRODUCTION AND SYSTEM OVERVIEW

The County of Union is seeking proposals in response to this Competitive Contracting solicitation (RCCP #3-2026) for a Contractor who will serve as the Third-Party Operator for the Union County Paratransit System (UCPS). The (UCPS) was formed in 1978 with the intent of eliminating physical and economic barriers to transportation. The UCPS is a countywide consolidated transportation system that provides demand response, subscription and deviated fixed route transportation to residents of Union County through various funding sources, including sources requiring income eligibility. The County provides transportation, through its Contractor, to Union County residents who are seniors age 60 and over, persons living with disabilities, as well as, those who are financially disadvantaged. County residents who qualify for programs cannot be denied services based on age, sex, national origin, race, creed, physical disability, or ability to pay in accordance with Title VI of the 1964 Civil Rights Act, Section 601.

The Union County Paratransit System is funded through the following funding sources:

- County of Union;
- The Senior Citizen and Disabled Resident Transportation Assistance Program;
- Area Plan on Aging;
- FTA Section 5310;
- NJ Department of Veterans Affairs;
- NJ-Job Access Reverse Commute (JARC);
- Medicaid Reimbursement;
- Vendor Agreements; and
- Donations, Fares and other Revenues

Funding for the UCPS is contingent solely upon available funds as appropriated by the County of Union and received as dedicated grant and revenue funding.

The Department of Human Services is responsible to the Board of County Commissioners for monitoring County, State, and Federal funding for the Paratransit system. These funds are received and appropriated for Paratransit Operations and the Operator Contract is amended over the course of the contract year. Amounts appropriated for Paratransit Operator for 2022-2026 range from approximately \$4,000,000 to \$5,100,000. The appropriation is based solely on available funding which may fluctuate year to year. Levels of Service and Revenue hours shall be adjusted by the County based upon available funding.

The County of Union covers the cost of fuel and repair and maintenance for the dedicated County-owned vehicle fleet. County Staffing is dedicated to overall administration and vehicle maintenance. The County oversees all aspects of the program, obtains funding, coordinates with the funding agencies, markets the program and maintains a close day-to-day relationship with the Contractor.

Transportation in the form of Passenger Trips is provided to various destinations including, but not limited to, non-emergency medical treatment (doctor's appointments, therapy, radiation and dialysis), education, employment, shopping and social and recreational facilities. The County also provides one deviated fixed route shuttle operating in a designated geographic area within Union County.

Currently, UCPS services are provided through one annual contract between the County of Union and a private Contractor.

The Contractor shall:

- Employ, train and supervise the driving personnel using a fleet consisting of 53 vehicles, insured, fueled and maintained by the County
- Provide a computerized, automated routing, scheduling and dispatching program (RSD), computer equipment to run the RSD program and personnel to operate the RSD program
- Implement and maintain monthly passenger fare billing
- Employ, train and supervise all RSD staff

The County is seeking a firm which will bring a "can-do attitude" and significant Paratransit expertise to manage this project. The County will work closely and openly with the Contractor toward the performance and improvement of service.

Union County is located in the northern portion of New Jersey. It has a population of 601,863 and an area of 103 square miles. The County consists of 21 municipalities; the largest is the City of Elizabeth. See **Attachment A** for a map of the County.

UCPS is not affiliated with the complementary paratransit services that are currently provided by New Jersey TRANSIT (Access Link) under the provisions of the federal

“Americans with Disabilities Act.”

During the course of the contract, the County may require the Contractor to coordinate with other transportation entities to increase transportation efficiency, in accordance with the federal Coordinated Human Service Transportation Plan (CHSTP). The County will work with the service provider to coordinate service.

Demand Response and Subscription Service

In 2025, the Operator for UCPS provided **demand response and subscription service**, separate from the deviated fixed route shuttle (see below), for a total of 70,235 performed trips and 86,766 scheduled trips for the year. The disparity is due to customer cancellations, of which 83% were cancellations prior to scheduled trip time. The majority of these passengers are older adults and adults with disabilities who may cancel service due to health issues or weather.

In 2024, the Operator for UCPS provided **demand response and subscription service**, separate from the deviated fixed route shuttle (see below) for a total of 74,716 performed trips and 91,626 scheduled trips for the year. Cancellations prior to scheduled trip time were 85%.

The UCPS averaged 4,105 **revenue hours per month** in 2025 and 4,585 revenue hours per month in 2024.

The system averaged 49,531 **monthly vehicle miles** in 2025 and 49,223 monthly vehicle miles in 2024.

The Proposer is expected to provide a separate price for Base Service, as well as, optional Weekday Evening and Saturday Service (see Proposal Cover Page).

BASE SERVICE

(Monday – Friday 7:00 a.m. – 5:30 p.m. and 7-day/week Route 22 Shuttle)

The UCPS currently operates **Monday – Friday daytime reserved service between the hours of 7:00 a.m. and 5:30 p.m.** using 25-31 routes per day. **An average of 3887 revenue hours per month** have been provided in weekday daytime service in 2025 and **an average of 3724 revenue hours**

per month in 2026. These hours vary by demand and extreme weather which may cause cancellations or service suspension.

The UCPS also provides a JARC Funded Route 22 Safety Shuttle (7 days/week).

The Union County Route 22 Safety Shuttle, a Job Access Reverse Commute (JARC) funded service, operates as a Deviated Fixed-Route shuttle for the general public by offering a safer alternative for crossing the highway for transit-dependent employees of retail, office and industrial businesses along Route 22, as well as, local residents and customers. The Shuttle uses 20-passenger vehicles which are ADA accessible (equipped with lift, ramp and securement locations and devices) provided by the County, which run every 25 minutes on a set route, with deviations granted upon advance request. The project utilizes three (3) routes (A, B, C) which, combined, stop at all NJT bus stops along Route 22 in Union, Kenilworth and Springfield, along the 3.5-mile highway area that includes a center median. Service is available seven 7-days a week, 362 Days per year. Hours are tailored to NJT bus schedules and cover **Monday through Friday from 6:30 a.m. to 11:00 p.m.; Saturday from 6:45 a.m. to 9:45 p.m. and Sunday from 7:30 a.m. to 7:45 p.m. with continuous service loops.** There is no service on Easter Sunday, Thanksgiving and Christmas Day.

Passengers access the service either by hop on/hop off along the established routes or by telephoning the Operator in advance to request a deviation. No fares or donations are collected for use of the Shuttle. The majority of passengers use the Shuttle to travel from, and return to, a New Jersey TRANSIT bus stop to their place of employment on Route 22. Shuttle routes are designed to connect with NJ TRANSIT bus routes: 65,66,94,114,117 in Springfield, Kenilworth and Union. The Shuttle may be requested to deviate from the route to provide fair and equitable access to any member of the public. Deviation requests by passengers should be made in advance of the day of service, wherever possible. Continuous loops are provided by the Route 22 Shuttle. The Shuttle operates on a seven day/week calendar basis, with suspension on three holidays and extreme weather. The Shuttle delivers an average of **792 revenue hours per month/approximately 9,500 revenue hours per year.** The UCPS Route 22 Shuttle reported 63,920 Trips in 2025.

OPTIONAL SERVICE

The UCPS also provides limited **Weekday Evening service between the hours of 5:30 p.m. and 11:00 p.m.** on a special reservation basis (historically 5 vehicles nightly until 6:00 p.m. and a standing order for 4 vehicles five days per week between the hours of 5:30 p.m. and 10:00 p.m. and 2 vehicles two days a week until 11 p.m.). The UCPS may also deliver service on weeknights based on special request approved by the County. **An average of 80 revenue hours per month are provided in weekday evening service. These revenue**

hours have remained steady over the past several years.

The UCPS also offers limited **Saturday service** based on advance reservation from **8:00 a.m. to 6:00 p.m.**, for trips to dialysis centers. **An average of 117 revenue hours per month are provided for Saturday service. These hours vary by demand for dialysis reservations. A total of 1415 hours were delivered in 2025.**

A Dispatcher must be on site for all hours that a vehicle is in operation. Base Service and Optional Service may be impacted by emergencies which require a suspension of service. In addition, the County may request changes which may decrease or increase revenue hours on the Shuttle, due in part, to available funding.

Union County is soliciting proposals for the operation of a county-wide transportation system to include transportation throughout Union County and within a five (5) mile radius outside of Union County. Additional trips beyond Union County may be requested at the discretion of the County of Union. Through these Competitive Contract Specifications, the County of Union intends to award a contract for the operation of the Union County Paratransit System (UCPS) for the 11-month period **February 1, 2027 through December 31, 2027**; with the option to extend the contract for four additional years (additional 12-month contract terms). This contract will be contingent upon available funding for its duration.

These specifications are for an organization that must be capable of serving as the sole operator of the system, and not be listed on the debarred list, published by the State of New Jersey and the Federal government.

Proposals must include a description of demonstrated experience in transportation including paratransit transportation similar in type and geography to those described in these specifications. The Contractor shall cooperate with the County and assure the most efficient, effective delivery of service, consistent with Department of Human Services' guidelines. The administrator of the system will be the Paratransit administrative unit within the Union County Department of Human Services.

The following County-wide transportation services are required of the Contractor:

Centralized routing/scheduling/dispatching services (RSD)

The Contractor will screen passenger calls, determine passenger eligibility, conduct intakes, schedule and route all trips, produce trip manifests for the vehicle operators, and prepare all appropriate management reports. The Contractor will handle all telephone and/or email inquiries and deliver

professional customer service that includes, but is not limited to, follow-up telephone contacts with passengers to assure timely service and customer satisfaction. The Contractor will respond to all requests from the County of Union which may include, special trip requests, reports, communication with the County regarding any issue that may impact efficient and effective service delivery. All reports produced will be considered the property of the County of Union.

Road Operations

The Contractor will be responsible for the actual on-street delivery of transportation service to Paratransit consumers. The Contractor will provide a sufficient number of drivers to operate the daily schedules and maintain service records, which are incorporated into the required monthly reports. All reports produced under this contract will be considered the property of the County of Union. The Contractor will ensure that the operators and supervisors meet all qualifications pursuant to all local, State and Federal requirements and law.

Passenger Billing

Passengers of the Route 22 Shuttle are not billed for service. The Contractor will be responsible for tracking number of trips per passenger and issuing monthly invoices to each passenger utilizing Regular Paratransit Service for whom the \$3.00 per one way trip passenger fare has not been waived. The Contractor will receive and track payments from passengers. Upon receipt and accounting for passenger payments, the Contractor will submit passenger checks and/or revenue contract payments (where an independent agency covers the cost of passenger trips under contract with the County of Union) to the County Paratransit office for deposit by the County. Monthly reports showing revenues collected, outstanding balance per passenger and overall balance will be submitted to the County. Passengers who are delinquent in payment may be suspended from Paratransit service for nonpayment. The Contractor will include the cost of performing the passenger billing service in its proposal price.

In addition to the \$3.00 per trip fare collected from passengers, with the exception of those who demonstrate an income hardship, the UCPS receives its primary funding from Federal, State and County sources. It may also receive revenues from other agencies and entities. Listed below are some of the funding sources and mandated service levels. The successful Contractor is expected to meet the levels of service dictated by the grantors' contracts for funding of the UCPS. Union County will continue to strive to expand funding and service beyond these minimum levels.

Senior Citizen and Disabled Resident Transportation Assistance Program (SCDRTAP)

This grant is funded by the New Jersey State Casino Revenue Fund. Funds are provided to meet the mobility needs of seniors, 60 years of age and over, and persons living with

disabilities (permanent or temporary). Eligible trips include non-emergency medical treatment, employment, education, nutrition, recreation and shopping. New Jersey TRANSIT is the pass-through agency for SCDRTAP grant funds.

The Contractor is expected to meet a minimum monthly level of service of 2,000 trips charged to the SCDRTAP grant, with a minimum 24,000 total trips per year. Level of Service will be adjusted for 11 months for Year One. The Contractor is expected to comply with trip requests for destinations within five (5) miles outside of Union County borders.

Section 5310 (Mobility Management)

The Section 5310 program was established by the Federal Transit Administration (FTA). The program awards grants to purchase vehicles or capital equipment, as well as to provide operations funds to enhance mobility for seniors and persons with disabilities. In New Jersey the grant is administered by New Jersey TRANSIT through awards to various organizations based on a successful application, screening and approval process. Union County has historically acquired vehicles to enhance the Paratransit fleet and operating funds to support the Paratransit Operator.

The Contractor will “stand in the shoes” of the County when operating any vehicle obtained through the 5310 program, as well as those purchased through other funds, and will ensure that all drivers are properly licensed and that the vehicles are used solely to transport the designated target population and for the express use for County of Union Paratransit Service, pursuant to these specifications.

Title IIIB (Older Americans Act)

This funding is administered at the federal level by the Administration for Community Living, Administration on Aging (AOA) of the U.S. Department of Health and Human Services. AOA awards a grant to the New Jersey Department of Human Services, Division of Aging Services for the purpose of providing transportation to seniors, 60 years of age and older. The Union County Division on Aging administers the funding for the transportation services for Union County.

The Contractor is expected to meet a minimum monthly level of services of 208 or 209 trips for a total of 2,500 trips per year charged to the Title IIIB grant. Level of Service will be adjusted for 11 months for Year One.

Medicaid Transportation

Title XIX of the Social Security Act is operationalized by the New Jersey Department of Human Services, Division of Medical Assistance. The transportation objective of the

funding is to transport eligible persons exclusively to medical facilities. All Medicaid transportation is administered through Modivcare (formerly LogistiCare), the Medicaid brokerage firm for the State of New Jersey. Non-emergency medical trips are assigned by Modivcare directly to the County Paratransit Contractor the day before scheduled service, Monday through Friday. The County and the Contractor have the right to refuse any trip.

The level of service is contingent upon assignment of trips by Modivcare. The Contractor will “stand in the shoes” of the County and is expected to meet the requirements of the County’s contract with Modivcare, including checking the Modivcare site immediately each morning prior to finalizing schedules and again by 4:00 p.m. for next day trip referrals and adjusting schedules/routes accordingly. The Contractor must monitor a dedicated FAX machine for real-time adjustments to appointment times by Modivcare. The County of Union will be penalized should the Contractor fail to deliver a referred trip.

Job Access Reverse Commute funding (JARC)

JARC funding is received from New Jersey TRANSIT as grant funding. JARC monies fund transportation to employment, which may include the expansion of existing paratransit services to transport welfare recipients to jobs. They provide deviated fixed route service that will feed passengers to main transit lines to provide easier access to employment and employment related activities.

The Contractor is expected to provide a Route 22 Safety Shuttle (route deviated service) as described within these Specifications which will be funded primarily by JARC grant dollars. Level of service is a minimum of 4,000 trips per month.

Veterans Administration

Union County receives limited grant funding from the New Jersey Department of Veterans Affairs. This funding provides for a limited number of trips for veterans to medical facilities only, including veterans’ hospitals. These trips include transportation out of county to Lyons, East Orange and Piscataway, NJ.

The Contractor is expected to meet a minimum monthly level of service of 90 trips charged to the Veterans grant, with a minimum of 1080 trips per year. Level of Service will be adjusted for 11 months for Year One.

IV. ESTIMATION OF PROPOSAL PRICE (See Proposal Cover Page)

Service projections may be estimated based upon prior year levels of service and revenue hours described herein. The Contractor shall satisfy all requests for service up to the TOTAL PROPOSED PRICE for each Service listed on the Proposal Cover Page.

BASE SERVICE TOTAL PROPOSED PRICE:

Total Not to Exceed Proposed Price for Base Service (M-F 7:00 a.m. – 5:30 p.m.)

subscription, demand response, Route 22 Shuttle) for the contract period of February 1, 2027 – December 31, 2027 and Optional Year(s) 2028 through 2031.

OPTIONAL SERVICE TOTAL PROPOSED PRICE (A. and B.)

Total Not to Exceed Proposed Price for Optional Services (Optional Service A. Weekday Evenings (5:30 p.m. – 11:00 p.m.) and Optional Service B. Saturdays (8:00 a.m. – 6:00 p.m.) for the contract period of February 1, 2027 – December 31, 2027 and Optional Year(s) 2028 through 2031.

V. BILLING

The County of Union will make payment to the Contractor, on a monthly basis, for vehicle revenue hours rendered in the previous month (exclusive of deadhead time). The Contractor will not bill for any hours spent traveling between the Contractor's facility (or location where vehicle is parked) and the first pick up, or between the last discharge and the Contractor's facility or vehicle parking location. The Contractor will be compensated for all hours between the time of the first pickup of passengers and the last discharge of passengers, provided the first pick up is not before the scheduled starting time nor the discharge beyond the scheduled ending time of the route. The Contractor will not be paid for times outside of the operating hours indicated in the specifications, unless the trip has been authorized by the County of Union.

The Contractor will not provide services outside of those outlined in these Specifications without prior approval from the Union County Department of Human Services.

The Contractor will bill the County monthly, using a county voucher, no later than the fifth business day of the month following the month in which service was rendered. The County will require that all monthly management reports are submitted by the fifth business day of the month and deemed acceptable prior to making payment to the Contractor. The Contractor will be paid for total revenue hours of service for **Base Service and Optional Services A and B**, less any penalties assessed, in accordance with these specifications, for the previous month. The Contractor will submit a separate voucher for revenue hours for the Route 22 Shuttle, for County grant purposes. The Contractor will submit a second voucher for revenue hours under Regular Paratransit Service (M-F demand response and subscription trips), Optional Service A (Weekday Evenings) and Optional Service B (Saturday Service). The County of Union will provide the Contractor with a detailed and itemized listing of all penalties incurred, including type of penalty and date of infraction.

VI. PROGRAM REQUIREMENTS

A. Program Oversight

The Paratransit Unit of the Department of Human Services will provide day-to-day oversight of the program. The County will be responsible for securing the necessary resources to provide the service, and will submit the monthly financial and program reports required by the funding sources. The County and New Jersey TRANSIT will monitor and evaluate all elements of the program. Regular management meetings will be held between the County and the Contractor. The County and New Jersey TRANSIT will make site visits to monitor activities being conducted on its behalf.

B. Contract Term

The Contractor will provide passenger trips for UCPS for 11 months, from **February 1, 2027 through December 31, 2027**. The service provider must be fully operational and be prepared to take on all activities by February 1, 2027. The proposer will describe in detail how it will accomplish the transition from the current operating arrangement to the new program. The proposal should include a separate budget for anticipated expenses, if any, during the transition period. The contract term may be extended for the period January 1, 2028 through December 31, 2028 and additionally extended for the period January 1 through December 31 for the years 2029, 2030 and 2031, contingent upon available funding and successful performance of the Contractor.

C. Facilities

The Contractor will be required to provide a centrally located site for operations, including adequate parking for 53 vehicles, office facilities to house the Routing, Scheduling and Dispatch activities, as well as an area for driver breaks and training. All necessary furniture and equipment must be provided. The Contractor's location should be optimal for the UCPS service area. In the selection of the Contractor, the County will strongly consider vendors who identify an office site that is centrally located within the County of Union.

The proposed office site must be identified and clearly described in the proposal.

D. Rolling Stock and Related Equipment

The County will provide the Contractor with the vehicles to be used for the transportation service. The current fleet consists of 53 vehicles, including lift-equipped vehicles, one Electric Vehicle, and three mini-vans.

The current peak hour requirement is a minimum of 33-35 vehicles with 10

vehicles as a spare ratio from Monday through Friday. The service provider is asked to rotate vehicles to keep vehicle mileage balanced to ensure that vehicle miles traveled are consistent across the fleet to prevent individual vehicles from reaching life expectancy before they may be replaced. The current fleet is listed in **Attachment B**.

The Contractor will provide a safe, secure, central location, or locations, for storing vehicles when they are not in use. All vehicles will be stored at this/these location(s) overnight. No vehicles may be used during off-hours for purposes other than the Union County Paratransit System service. No vehicles will be permitted to be stored elsewhere without the written permission of the County of Union. The Contractor will permit representatives of the County of Union to tour the facility, in advance of the contract start date, and provide sufficient evidence of security in place to prevent undue harm to the fleet. The County, New Jersey TRANSIT and the Contractor will inspect each vehicle assigned and document the current condition of the fleet in advance of the contract and during the course of the contract term, as necessary.

The County reserves the right, with notice to the Contractor, to make changes in the assignment of vehicles. This includes, increasing, decreasing, or reassigning vehicles.

Each vehicle will have "Union County Paratransit System Department of Human Services" lettering. Only County approved decals, logos or lettering, etc. shall be adhered to the outside or inside of the assigned vehicles. The County will have all signage placed on the outside of the vehicles. The County may require the vendor to post signage inside the vehicle, at the discretion of the County or at the direction of New Jersey TRANSIT.

All vehicles are radio-equipped. The County will provide the contractor with a base station to maintain two-way communication with any vehicle in service. The County supplies radios to the Contractor; the County owns the tower and the land. The County pays all fees/costs associated with the use of the radio base station. The existing vehicle fleet will be equipped with radios in each vehicle. The County will repair and maintain the radios. **The Contractor shall remove the radio from any vehicle when the County determines the vehicle will be retired and store the vehicle until the new replacement vehicle is available. The County will install the County supplied radio in each new vehicle when new vehicles are added to the fleet.**

All vehicles must be equipped with cameras, for the purpose of recording accidents and incidents, both external and internal to the vehicle. **The**

Contractor shall purchase, obtain, maintain and operate a camera system that includes daily download of recorded clips, review of incidents recorded, and usage of the information for safety training and to manage and discipline drivers. All clips obtained from the cameras installed on County vehicles for purposes of monitoring service delivered for the UCPS shall be shared with and become the property of the County of Union. Specified clips must be forwarded to the County for review upon request. **Failure to provide a clip, upon request of the County of Union will be subject to a \$500.00 penalty.**

The County will provide all fuel and lubricants for the vehicles. The County will perform all maintenance for the vehicles. The Contractor will monitor and maintain the preventive maintenance schedule for all vehicles and will provide time in road schedules to assure that vehicles are available and delivered to and from the maintenance facility when due for scheduled maintenance. The County's current maintenance garage and yard are located at 301 Shunpike Road, Springfield, NJ. See **Attachment H** for the County's Preventive Maintenance Plan.

The Contractor will be responsible for maintaining vehicle cleanliness, both inside and outside of the vehicles. The interior of each vehicle should be free of dirt debris/litter, gum and graffiti. Torn or frayed seats should be reported to the County. The exterior of each vehicle must be washed and scrubbed at a minimum of every other week to remain clean and free of road grime. The Contractor will be responsible for the physical condition of all assigned vehicles. Dents, scratches and acts of vandalism must be reported to the Union County Paratransit Unit of the Department of Human Services within 24 hours. The County and New Jersey TRANSIT reserve the right to inspect the vehicles at any time. **Failure to properly maintain clean vehicles and to report damage will be subject to a \$50.00 penalty per vehicle, in addition to any other penalty deemed appropriate by the County of Union based upon discovered damage to any County vehicle.**

The Contractor will report all accidents and incidents to the Union County Paratransit Director, including after hours. The initial report will be made by telephone **within one hour of the accident to the cell phone of the Paratransit Director. Should the Paratransit Director be absent for any reason, an alternate contact will be provided to the Contractor. The Contractor will call the Union County Police to report to the scene of any accident involving a County Paratransit fleet vehicle.** A written accident/incident report must be submitted to the County **within 24 hours, or next business day.** The vehicle must be delivered to the Union County Garage **within 24 hours or next business day** for vehicle

inspection. The County will supply the Road Operator with the accident/incident reports to be used. The Contractor may include additional reports and affidavits from Contractor staff involved in the reporting of Accident/Incidents. See **Attachment C** for the County Accident Reporting Form. The County will request the Police Report from the Union County Police. The Contractor will comply with all certifications and requirements of the Federal Transit Administration including "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations" (49 CFR part 655).

Failure to submit complete accident reports within five business days will result in a \$50.00 penalty for each day the report is late.

E. Required Equipment

The Contractor shall provide sufficient telephone lines and equipment. The Contractor will retain the existing published telephone number for the Union County Paratransit System, which is **908-241-8300**. Equipment must include a dedicated telephone number, which will provide efficient connection to the Union County Department of Human Services, and a **facsimile machine** for use in communicating with Modivcare and any other agency that submits trip requests to the Paratransit Contractor. The Contractor may use the facsimile machine for communicating other pertinent material.

The Contractor shall be subject to a \$100.00 penalty per infraction for each of the following violations:

- **failure to provide sufficient working telephones**
- **operation of a vehicle without working communication**
- **operation of a vehicle without a working camera**
- **operation of a vehicle without working air conditioning**

It is the Contractor's responsibility to inspect on-board equipment on all vehicles daily. The above penalties will be assessed solely for failure to notify the County of a failure in the equipment and for operation of a vehicle without working equipment.

F. Days and Hours of Service

With the exception of the Route 22 Safety Shuttle, the Union County Paratransit System will operate approximately 250 weekdays, and may operate on 52 Saturdays, during the calendar year. Traditional Paratransit service (exclusive of Route 22 Shuttle) will not be provided on Sundays or on the following nine holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving

Day and the following day, Christmas Day. **The Route 22 Safety Shuttle** will operate seven days a week with the exception of Easter, Thanksgiving and Christmas.

The Contractor will be required to meet **Base Service** for the UCPS (subscription and demand response Monday through Friday 7:00 a.m. through 5:30 p.m. and Route 22 Shuttle Monday – Friday 6:30 a.m. through 11:00 p.m.; Saturday 6:45 a.m. through 9:45 p.m.; Sunday 7:30 a.m. through 7:45 p.m. **Optional Service** may be provided Monday through Friday beyond 5:30 p.m. up to 11:00 p.m. to include, but not limited to, trips to special or periodic events and/or regular meetings; **Saturdays** from 8:00 a.m. to 6:00 p.m. for a limited number of trips to dialysis centers.

The proposer shall identify:

- Total Proposed Price for providing **Base Service**, (Schedule I Proposal Cover Page) and Price Per Revenue/Vehicle Service Hour.
- Total Proposed Price for providing **Optional Service A Weekday Evening Service** (Schedule IIA Proposal Cover Page), Monday through Friday beyond 5:30 p.m., and Price Per Revenue/Vehicle Service Hour.
- Total Proposed Price for providing **Optional Service B Saturday Service** (Schedule IIB Proposal Cover Page), Saturdays 8:00 a.m. to 6:00 p.m., and Price Per Revenue/Vehicle Service Hour.

All **Optional Service** that may be arranged will be closely monitored on a monthly basis by the Union County Department of Human Services Paratransit office. The County **does not guarantee Optional Service**. Future special trips and **Optional Service** will be at the discretion of the County of Union based upon passenger requests, the demands on the system and available funding.

The dispatch function will be staffed during all revenue hours for **Base Service** (including extended hours for the Route 22 Shuttle) and those hours included in **Optional Service** (weekday evenings and Saturdays). Dispatch hours should be included in the price per revenue/vehicle service hour.

Decisions to reduce/cancel/delay operation on days of inclement weather or other emergencies are made jointly by the County of Union Department of Human Services and the Contractor. Telephone contact for purposes of making such decisions for Paratransit is made between the hours of **4:30**

a.m. and 5:00 a.m. on the day of operation. In some cases where weather is clearly predicted and/or continuous, the County may contact the Contractor on the day prior and request a cessation or cancelation of service the next day. UCPS rarely shuts down completely. The County may determine to operate Essential Service only, in inclement weather, which includes only Route 22 Safety Shuttle and medical trips on Regular Paratransit Service. If severe weather is anticipated, the Contractor is responsible for taking appropriate precautions to ensure that the fleet may be deployed to satisfy service requirements. Such precautions shall include, but not be limited to, relocating vehicles, scheduling extra staff to include drivers, arranging snow removal in advance, providing alternate communications (cellular telephones). The Contractor shall not be permitted to independently suspend service, unless an emergency has made communication with County staff impossible.

It will be the Contractor's responsibility to notify all passengers and outside agencies that are scheduled for service no later than 6:30 a.m. of the County's intent to suspend service. A recorded telephone message is acceptable. County may assist in the notification of outside agencies upon mutual consent.

G. Driver Manifests and On Street Operations

The Contractor will be responsible for preparing daily driver manifests that are completed by 3:00 p.m. on the day prior to the operation. At a minimum, the manifest will include the following for each passenger trip: name, phone number, address of origin, destination, pick-up and drop-off time, degree of mobility (e.g., ambulatory, semi-ambulatory, or usage of mobility device) and any special accommodations. All service will be scheduled and vehicles assigned consistent with each passenger's degree of mobility.

The Contractor shall be responsible for orienting the drivers to accurately complete logs. Drivers will be required to log miles, times, cancellations, "no shows" and all other information the County of Union deems necessary. The County reserves the right to request and review driver manifests and driver logs at any time. The contractor may propose an automated system for providing scheduled routes, appointment times, and all information described above as necessary to complete an on-time, safe trip for each passenger, as well as driver feedback relevant to cancellations and no shows.

The Contractor shall provide sufficient qualified drivers at all times, and will be required to meet the schedule developed and the anticipated demand. The Contractor may not reduce service due to insufficient

drivers, including for driver illness, vacation, lateness, etc.

H. Drivers

All employees who will be driving a UCPS vehicle must possess a valid New Jersey Commercial Driver's License Class C (CDL) with passenger endorsement and must have a "clean" driving record. The County defines a clean driving record to be four (4) or fewer points and no chargeable accidents. It will be the sole responsibility of the Contractor to ensure that each driver has a valid CDL license, and to obtain a driver's abstract on each new employee. The Contractor, at its expense, will secure drivers' abstracts for each driver at six-month intervals. The Contractor will be responsible for all recordkeeping, reporting, and annual education and retraining activities. The County will have the right to review records of all driver certifications and trainings to assure that the Contractor remains in compliance with the requirements. The Contractor shall provide the County with copies of drivers' abstracts.

The Contractor also will provide a minimum of six (6) drivers who possess a Commercial Driver's License Class B.

During the course of the contract year, the Contractor will provide, at the Contractor's sole cost and expense, each new driver (substitute or regular employee) with eight (8) hours of defensive driver training similar to the training furnished by the National Safety Council, within one year of the driver's date of employment. Additional sensitivity training for providing transportation to persons with disabilities and older adults (including usage of accessibility equipment) is required. Any compensation due to the driver(s) for time spent attending such training will be the Contractor's responsibility. The Contractor need not provide such training for any driver for whom the Contractor can show evidence that said driver has received previous, similar training with periodic update and certification.

The Contractor shall provide each driver and dispatcher with a County approved copy of the Contractor's Safety Policy and Procedure Manual. Each employee shall be fully familiar with its contents. Each driver must sign as evidence of receipt of the Manual. Signatures will be kept on file by the Contractor. All drivers are to be fully trained on the use of the onboard electronic equipment and each type of wheelchair lift and securement **prior to driving any route.**

All drivers must maintain a pleasant, courteous, professional demeanor at all times. Drivers must refrain from engaging in inappropriate or personal interaction with passengers. Complaints of rudeness, unprofessional

behavior or inappropriate comments on the part of a driver will not be tolerated.

If an employee is not serving customers appropriately, the County of Union may require that the employee be temporarily or permanently removed from the Union County Paratransit System pending an investigation.

Drivers must wear seat belts at all times when operating a vehicle and must obey all traffic and motor vehicle regulations.

Cell phone use is not permitted while driving; the driver must pull over to a safe location before using a cell phone.

Drivers are responsible for ensuring that valid vehicle registration and insurance cards are in each vehicle as well as all other required information.

Driver responsibilities therefore include, but are not necessarily limited to, the following:

- operate assigned vehicles according to an assigned manifest
- assist all passengers on and off the vehicle as necessary
- show courtesy and respect for all passengers
- conduct pre-trip inspection of the vehicle **(See Attachment E)**
- maintain vehicle's interior cleanliness
- complete and return neat and accurate vehicle manifests
- assure that all passengers and mobility devices are properly secured
- report any deficiencies that may arise with the assigned vehicle to supervisor
- report any problems with manifests or passenger problems (rudeness, lateness, lack of observance of passenger rules) to supervisor
- report all accidents and/or incidents immediately to dispatcher and supervisor
- become familiar with and follow all policies and procedures set forth in Union County Paratransit System User's Guide **(See Attachment D)**
- obey all traffic laws and regulations
- maintain a pleasant and cooperative manner with dispatchers
- attend and participate in all driver training and driver meetings
- maintain and renew Commercial Driver's Licenses
- responsible for any tickets or infractions imposed while operating the vehicle

The following acts are strictly forbidden and shall be enforced by the Contractor when drivers are performing services for this contract:

- Possession of any type of alcohol, medication containing alcohol or a

controlled dangerous substance on the vehicle (excluding medication prescribed by a physician that does not impair driving ability) or used by a driver while on duty or reporting for duty in uniform

- Smoking on the vehicles at any time. Drivers who smoke on the vehicle or permit passengers to smoke are in violation of N.J.S.A. 2C:33-13 and subject to a personal fine/penalty.
- Gambling of any form
- Carrying of firearms or any concealed weapons
- Physical violence for any reason with another employee, passenger or member of the general public
- Use of loud, indecent or obscene language or the use of threatening or obscene gestures towards passengers or the general public
- Playing vehicle radios at high volume
- Soliciting or receiving gratuities from passengers
- Personal use of UCPS vehicles outside of operation for the UCPS

The County will require the Contractor to take action in response to complaints against drivers' behavior and/or performance. Managerial action will include progressive discipline up to and including removal of the employee from the provision of service.

Failure to provide a driver properly trained in operation of the lift and securement system of a vehicle shall result in a \$50.00 penalty per incident.

I. Uniforms

All drivers operating a UCPS vehicle must be in uniform each day. Should the Contractor already have a standard uniform, the County will determine its acceptability. The County of Union defines a standard uniform to be coordinated shirt and slacks clearly marked with the UCPS name and a winter/fall/spring jacket. A matching hat/cap is optional. Drivers are required to wear a reflective safety vest. The Contractor will provide the uniforms and vests and there will be no charge to the drivers for the cost of leasing, cleaning & generally maintaining such uniforms.

Failure to comply with acceptable uniform standards shall result in a \$50.00 penalty per infraction.

J. Performance Standards

Quality of service is of paramount importance to this project. Passengers should have a quality riding experience.

Union County has adopted service standards for the UCPS. The County expects the Contractor to adhere to these standards and to communicate

any barriers to achieving these performance standards immediately upon indication of same.

Current regulations limit engine idling for both diesel and gasoline vehicles to three minutes, with limited exceptions, such as when a vehicle is stopped in traffic. Violations may be issued by DEP, County Environmental Health Officers, or local police departments. Vehicle drivers are expected to adhere to New Jersey Idling requirements, including on the property of the Contractor.

Union County government has implemented a "Green Connection" as part of its overall environmental initiative. In doing so, the County cites its concern for excessive idling and the fact that it is against the law. The County asks the Contractor to advise drivers that idling is a violation of State Law and County policy and to develop a **disciplinary procedure** for drivers who fail to abide by the policy. The Contractor should monitor driver performance in this area and management should enforce the policy.

Paratransit vehicles are allowed to idle while passengers are loading and unloading only if the vehicle needs to run heat or air-conditioning for passengers already on-board. If a vehicle is transporting medically needy passenger(s) that require a specific temperature for medical reasons, the Contractor may use its enforcement discretion and allow idling for a limited time. However, vehicles cannot idle for extended periods of time while claiming to be waiting for passengers, such as during layover waiting periods. If there is any mechanical reason why the vehicle may not be turned off, advise the County Maintenance staff immediately. The Contractor will be responsible for any fines due to violations of the idling laws.

Reliable service is a condition of the contract. The Contractor will operate the service schedule according to the manifests prepared and reviewed the previous day. All service must be on time. To be considered on time, a vehicle must arrive at its destination within fifteen (15) minutes of scheduled arrival.

In the case of regularly scheduled passenger rides to destinations where groups/program activities are taking place, there will be a \$100.00 penalty whenever the Contractor's service is more than fifteen (15) minutes late, more than twice in the course of an operating month. This penalty shall not apply to circumstances beyond the Contractor's control. *If a vehicle arrives early, it must wait until the scheduled pick-up time.* The driver may contact the dispatcher to inform the passenger of the vehicle's arrival. If the vehicle has arrived on time in

accordance with the schedule, the driver must wait five (5) minutes for the passenger to appear. After five minutes, the driver is required to contact the dispatcher for further instructions.

If the passenger does not board the vehicle within five minutes of the scheduled arrival time of the vehicle, the driver may leave, and record the passenger as a "No Show." Prior to leaving, the driver should confirm the "No Show" with the dispatcher. In the event that the driver spends the waiting time and records the passenger as a "No Show," the driver shall indicate on the log the time of arrival, and time of departure from the location. Should the passenger acknowledge the presence of the driver, the driver shall wait a reasonable time beyond five (5) minutes, in consultation with the dispatcher. Upon a passenger's second "No Show" in a 30-day period, the Contractor will forward a warning letter to the passenger. A third "No Show" within a 30-day period will result in the suspension of service to the passenger for a period of 14 days.

If the vehicle is made late because the driver has waited for a passenger for five minutes or more, the Contractor will not be penalized as this situation is deemed beyond the Contractor's control. It is expected that the dispatcher will reassign scheduled rides to maintain on time performance whenever possible. The penalty provisions are designed to ensure that the Contractor appropriately maintains, makes available and promptly dispatches vehicles and to ensure that the driver(s) meet the times indicated on the trip manifest(s). The penalty provisions are also designed to provide the Contractor with an incentive to ensure that sufficient trained and knowledgeable drivers (regular and substitute) are always available to permit scheduling and using vehicles efficiently to ensure that passengers reach their destinations in a timely manner and that programs scheduled to begin at certain times are not disrupted because of late arrival of passengers.

Failure to notify programs/customer agencies of anticipated late arrival shall be subject to a \$100.00 penalty per incident, at the discretion of the County of Union.

The Contractor will be expected to develop vehicle tours that optimize vehicle loading. A vehicle hour is defined as those hours during which the vehicles implement the schedules provided.

Performance will be monitored from the driver manifests. Manifests should reflect accurate pick-up and drop-off times. This information shall be made available to the County on a monthly basis, or on a more frequent basis at the discretion of the County. The County of Union will conduct on-site

monitoring of performance.

K. Passenger Assistance

- The County of Union offers a curb-to-curb transportation service. Drivers are not to enter a passenger's home or pull into a private driveway.
- Drivers shall offer hand or arm assistance to all passengers who need help boarding and leaving the vehicle, which will require the driver to leave the vehicle.
- Drivers will provide further assistance when noted on the manifest. Drivers shall assist passengers with bundles on and off the vehicle, by placing packages at the curb.
- Drivers will not leave a vehicle unattended with a passenger on board; however, the driver is permitted to leave the vehicle to assist a passenger with bundles on and off the vehicle. In this event, the vehicle shall be safely parked with the motor turned off and the ignition keys removed from the vehicle and the parking brake engaged.
- Drivers are required to politely inform all passengers to secure seat belts and offer assistance if needed. If a passenger refuses to wear a seat belt or refuses to have his/her mobility device properly and completely secured, the driver must call a supervisor for direction before pulling away from the curb. Management must document any deviation in seatbelt policy.
- The Contractor will provide training for drivers in passenger assistance techniques. The Contractor's proposal submission should quantify and describe driver training in passenger assistance techniques. Supervisory personnel should also receive training in passenger assistance techniques.
- In the event of an emergency, the driver shall evacuate passengers as appropriate and stay with his/her vehicle unless instructed by dispatch to do otherwise or precluded by safety concerns.
- In the event of a dispute with a passenger, the driver shall remain courteous and invite the passenger to call dispatch, hit the panic button on the vehicle camera to record the incident, or submit the complaint in writing.
- The office staff and dispatcher shall make every effort to be courteous, helpful, informative and professional to all passengers and to each other.
- Dispatchers may accommodate passengers during extreme weather conditions by pre-arranging alternate pick-up locations.
- Drivers are required to relay passenger concerns or questions about UCPS operations to dispatch rather than discussing such matters with

passengers. Dispatch will be responsible for bringing these issues to the attention of the Contractor Manager and the Union County Department of Human Services Paratransit Unit.

- The Contractor shall report to the County of Union, all passengers who require assistance beyond curb-to-curb. These passengers may be requested to bring a personal aide on-board or to arrange an aide to assist the passenger into the destination, from the UCPS vehicle.
- If a driver is going to be late or has vehicle problems the dispatcher will call passengers to alert them that he/she is running late and will provide an estimated time of arrival.

L. Passenger Eligibility for Demand Response Services

The Contractor's scheduling unit will determine passenger eligibility. Eligible passengers will be categorized as veterans, senior citizens age 60 years and older and persons with disabilities. Medicaid eligibility and income eligibility will also be determined. The Contractor will be expected to note passengers' special needs on the driver's manifest, and to be aware of individual needs and considerations beyond those that are documented on the manifest.

- The Contractor is required to ask each new passenger to express his/her intent to be accompanied by an escort or aide at the time the trip is arranged. Escorts may be denied passage if there is not space available on the vehicle or no advance reservation.
- Children under age eighteen may not use the UCPS on their own, except for subscription service. If under age, the child must be accompanied by an adult. If special equipment is needed to transport an infant or toddler, the family is responsible for supplying the appropriate seat for the size of the child according to the New Jersey State Law. Drivers are not permitted to have their own children or other children as passengers on their vehicles.
- Pets are not permitted.
- Service animals are permitted on vehicles.
- Passengers with portable oxygen tanks or respirators are permitted on the vehicles.

M. Project Manager

The County of Union views the Contractor as the operator of the Union County Paratransit System. As such, it is expected that the Contractor will provide the services of a highly experienced full-time, on-site Project Manager whose sole responsibility will be the daily supervision of the operations of the Paratransit System. The Project Manager must possess demonstrated management skills as well as knowledge of the scheduling and

delivery of subscription and demand-response transportation. A minimum of five (5) years of experience in the management of a paratransit program is required. The proposal must include a list of all current training certifications held by the proposed manager. The Project Manager should either possess a certification in Community Transit Manager (CCTM) or obtain such certification within one year of the award of the contract (unless not offered by CTAA within one year). The County's proposal review process may include an interview with the proposed Project Manager.

The Project Manager shall be responsible for daily decision making, supervision and discipline of all staff and have regular communication with staff of the County of Union. The Project Manager will be expected to attend regular management meetings with County staff.

For these reasons, the Project Manager must be available, on site, at the Contractor's operations center for the Union County Paratransit System. The County reserves the right to make frequent visits to the Contractor's site to verify the consistency of appropriate management of the operations. Failure by the Contractor to provide the services of a full-time, on-site Project Manager, approved by the County of Union, shall be deemed a material breach of the Contract between the Contractor and the County.

The responsibilities of this position include, but are not limited to:

- manage the day-to-day operation of the overall program, both the road operation and the RSD
- supervise all employees
- work cooperatively with County staff in providing operational data and maintaining efficient operations
- respond professionally to comments from passengers and the public
- respond to specific requests for other assistance as the need arises
- assign both road personnel and office personnel
- maintain all personnel records, including those related to disciplinary action, drug and alcohol testing, training, licensing including CDL records

The Contractor shall identify the Project Manager to be assigned to this project and include a resume detailing the qualifications of the proposed candidate. This candidate shall be approved by the County and shall not perform other duties for the Contractor without notification to and consultation with the County. The Contractor shall not replace the Project Manager without informing the County. If this Manager is to be replaced, the Contractor shall notify the County at least three (3) weeks prior to reassignment and submit the resume of an acceptable replacement no

later than two (2) weeks prior to the departure of the existing Manager. The County reserves the right to interview proposed candidates and to reject a prospective employee whose qualifications in the County's judgment are deemed insufficient. In all cases when the Project Manager is absent, an Assistant Project Manager, or equivalent, will be available, in person, to make decisions or provide assistance as necessary.

N. Assistant Project Manager

The Contractor is required to provide an Assistant Project Manager, or the equivalent, who must have management supervisory and operation experience to meet the qualifications to assume all duties and responsibilities of the Project Manager in his/her absence or as needed. This person must assign schedules to drivers during the hours when the Project Manager is not on duty; make decisions with regard to the scheduling of rides, and handle conflict resolution. The Assistant Project Manager, or equivalent, will be expected to attend regular management meetings with County staff. If the Assistant Project Manager is to be replaced, the Contractor shall notify the County at least three (3) weeks prior to reassignment and submit the resume of an acceptable replacement no later than two (2) weeks prior to the departure of the existing Assistant Project Manager. The County reserves the right to reject a prospective employee whose qualifications, in the County's judgment, are deemed insufficient.

O. Personnel

The County of Union is seeking a Contractor with a Compensation Package that is competitive in the geographic region. Personnel salaries/wages, by position, should be reflected in the Financial Information section of the proposal.

The Contractor will be responsible for the employment and supervision of all employees necessary to provide UCPS service. Such responsibilities shall include employee recruitment, screening, selection, orientation, drug and alcohol testing, supervision, employee relations, evaluations, training, discipline and termination.

The Contractor shall use its best methods for recruitment and shall not discriminate in its recruitment, hiring, promotion, demotion or termination practices on the basis of race, religion, creed, national origin, ancestry, gender, age or physical disability in the performance of any agreement with the County. The Contractor shall comply with all applicable Federal statutes relating to nondiscrimination including, but not limited to, the Americans with Disabilities Act of 1990; Title VI of the Civil Rights Act, 42

U.S.C. 2000d, which prohibits discrimination on the basis of race, color, or national origin; Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 through 1683, and 1685 through 1687, and U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR part 25, which prohibit discrimination on the basis of sex; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C.794, which prohibits discrimination on the basis of disability; The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 through 6107, which prohibits discrimination on the basis of age; The Drug Abuse Office and Treatment Act of 1972, Pub. L. 92-255, March 21, 1972, and amendments thereto, 21 U.S.C. 1174 et seq. relating to nondiscrimination on the basis of drug abuse; The Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, Pub. L. 91-616, Dec. 31, 1970, and amendments thereto, 42 U.S.C. 4581 et seq. relating to nondiscrimination on the basis of alcohol abuse or alcoholism; The Public Health Service Act of 1912, as amended, 42 U.S.C. 290dd-3 and 290ee-3, related to confidentiality of alcohol and drug abuse patient records; Title VIII of the Civil Rights Act, 42 U.S.C. 3601 et seq., relating to nondiscrimination in the sale, rental, or financing of housing; any other nondiscrimination provisions in the specific statutes under which Federal assistance for the project may be provided including, but not limited to, 49 U.S.C. 5332, which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity, and section 1101(b) of the Transportation Equity Act for the 21st Century, 23 U.S.C. 101 note, which provides for participation of disadvantaged business enterprises in FTA programs; and any other federal or state nondiscrimination requirements.

The Contractor shall use appropriate employee screening and selection criteria. These criteria will include Department of Motor Vehicle license checks, reference checks, and physical examinations, including drug and alcohol screening. The Contractor shall provide a list of all drivers to the County.

The Proposer should identify all staff intended for the Union County operation or describe its plan for identifying staff during the transition period. Careful consideration will be given to the description of the Proposer's staffing plan.

P. Drug and Alcohol Testing

The Proposer should include a description of its Drug and Alcohol Policy as implemented elsewhere in another contract. The Contractor shall comply

with all requirements of the Federal Transit Administration and must provide the following certification concerning its activities to prevent alcohol misuse and prohibited drug use in its transit operations.

The Contractor must provide this certification, as required by FTA regulations:

The Applicant certifies that it has established and implemented an alcohol misuse and anti-drug program, and has complied with or will comply with all applicable requirements of FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR part 655. The Proposer should submit a copy of its Drug and Alcohol Policy with the proposal, or an explanation of the intent to develop such a policy in compliance with FTA regulations, and an anticipated deadline for submission of said policy. This policy must be received by the County of Union no later than December 1, 2027, prior to the execution of a Contract between the Selected Applicant and the County of Union.

The Contractor will be responsible for implementing and administering this program, in compliance with the applicable regulations. The Project Manager and another member of the staff must be trained in the carrying out of all phases of the program. **Failure to fully comply with the requirements of the drug and alcohol policy in any way will result in a penalty of \$500 per employee per incident.**

Q. Safety and Training

The County of Union considers Safety and Training a critical component of its Paratransit program. The Contractor will provide staff sufficiently qualified in safety and training in areas that meet federal, New Jersey TRANSIT, County policies, rules and regulations utilizing an individual who meets the requirements of an experienced trainer. This individual must be certified in Passenger Assistance Techniques and Defensive Driving.

Safety Responsibilities shall include:

- Provision of classroom training and behind-the-wheel training for drivers
- Instruction in Passenger Assistance Techniques including securement of mobility devices
- Instruction for all drivers (new and experienced) in procedures as outlined in the UCPS Drivers Manual
- Instruction for all drivers in proper completion of Pre-Trip Inspection

Reports **(See Attachment E)**

- Maintenance of accurate training records for each driver and all obligatory Drug and Alcohol testing records and provide access to training records to the County of Union
- Development of a routine schedule and implement regular ongoing road observations to check driver performance to ensure compliance with County and company safety policies
- Recommendation of any necessary corrective action or training
- Investigation of all accidents and complaints against drivers with a written report available to the Project Manager
- Conducting monthly driver safety meetings
- Implementation of Safety Review Committee comprised of management and staff to review accidents, recommend need for training and any changes in Safety protocols based on experience with Union County Paratransit System

The Proposer should submit a detailed description of its Safety program, including safety statistics and references that may be contacted to discuss safe practices at other contract sites. The Proposer should include qualifications of the proposed Safety Trainer.

The Contractor will provide the County with an annual training schedule by January 1st. This schedule shall indicate the training drivers will receive prior to making passenger pick-ups. The Contractor will also provide the County with information on all safety programs, such as meetings and training.

R. Revenue Handling (Donations/Fares)

The County has implemented a passenger fare policy that is administered through monthly billing to the passenger(s). No monies are expected to be handled on vehicles. Passenger Billing is the Contractor's responsibility. All donations, fares, monies, etc. received by the Contractor from passengers using UCPS services must be forwarded to the Paratransit Unit of the Union County Department of Human Services. All donations will be dedicated to the Union County Paratransit System. Under no circumstance will the Contractor retain donations nor charge a fee for Union County Paratransit Service. Failure to comply with this provision shall be deemed a material breach of the contract.

S. Reservationists

Passengers shall be able to reserve a ride up to three (3) weeks in

advance of the trip date. Passengers are not permitted to reserve a trip beyond three weeks in advance. The Contractor will work with the Paratransit Unit of the Union County Department of Human Services to review the effectiveness of the reservations process and recommend necessary changes to improve service delivery.

Reservation and call taking personnel will meet the following training and performance criteria:

- Personnel must be knowledgeable or trained to be knowledgeable in the computerized reservation procedures and equipment
- Personnel must be trained to serve the volume of incoming telephone requests for service in a timely and courteous manner
- Personnel must possess the proper temperament for conflict resolution, a sensitivity to the needs of the passengers and possess superior communication skills; to be monitored regularly by the Contractor
- Persons working in this capacity must enter required information accurately and efficiently, effectively reserving trips
- Reservationists should thoroughly understand the policies and procedures of the UCPS in order to inform and educate the public. Reservationists are expected to answer questions on the policies and procedures of the system
- Reservationists must maintain a patient and courteous demeanor in all dealings with the public
- **At least one Reservationist must be fluent in Spanish to assist callers**

If the County receives repeated complaints regarding a particular reservationist or it is determined that a particular reservationist is not handling assigned duties in an efficient, knowledgeable and courteous manner, the County may direct the Contractor to retrain this person. If the complaints continue, the County may request the Contractor to remove the reservationist from the program.

T. Schedulers/Dispatchers

The Contractor will assign staff to the dispatching and scheduling functions. While the actual development of vehicle routes will be automated, a scheduling staff remains necessary to manually assist with accommodating reservations and optimizing schedules. The Contractor will be responsible for rearranging trips among runs, as well as consolidating and reducing the number of runs to optimize and increase

productivity. Through a combination of trip cancellations, no shows and the movement of trips, a sparsely scheduled run could be taken out of service for the remainder of the day. Additional staff may be required for dispatching functions.

The following activities will be assigned to schedulers and/or dispatchers:

- communicate unusual requests or occurrences to the Project Manager or Assistant Project Manager
- oversee the process of developing vehicle tours
- oversee the process of scheduling demand response requests efficiently
- be familiar with geographical area and travel times and assist drivers with directions
- be highly skilled in using computer program and equipment
- know the types and number of vehicles available for use
- adjust schedules to accommodate for absentees, lateness and breakdowns
- inform driver of passenger cancellation and/or change of information and verify address errors and corrections
- review computer produced schedules to make appropriate adjustments
- schedule driver breaks and lunches to maximize schedule efficiency
- refrain from scheduling driver overtime without prior approval from Project Manager
- divert passengers to other vehicles in case of vehicle breakdown
- recommend vehicle diversions to pick up late or stranded passengers
- maintain constant contact with drivers
- accommodate same day request upon availability

U. Recordkeeping and Reporting

All passenger trip information, statistics, vehicle information, passenger data, etc. are the property of County of Union. The County of Union requires that the Contractor collect and maintain data for a variety of purposes. A major portion of the data is transferred into reports required of the County by a variety of grantors and governmental entities. In all cases, data must be maintained in a current manner and

be available for review upon request by the County. Monthly reports are due to the Paratransit Unit of the Union County Department of Human Services by the fifth business day of the month following service. If reports are late or data incomplete, the payment due to the Contractor will be withheld until such time as there is substantial compliance.

The Contractor shall collect and prepare monthly reports in compliance with the **National Voter Registration Act (NVRA)** by offering clients who contact the UCPS Reservations Office information of their right and opportunity to register to vote. The Contractor will be provided with a questionnaire to be completed for each caller asking if the caller would like the opportunity to register to vote. Voter intake forms will be tallied by the vendor monthly and transmitted to the Union County Paratransit office. The County Paratransit office will submit quarterly reports to the State of New Jersey. The Contractor will periodically mail out Voter Registration documentation, as provided by the State of New Jersey, with monthly Passenger billing.

The County of Union may assess a penalty up to \$500.00 for failure to submit accurate and complete reports/data by the fifth business day of the month.

The Contractor will collect, maintain and report as necessary the following data for the County.

1. Passenger File:

Name, telephone number, date of birth, Medicaid number (if eligible), type of disability, need for assistance, grant eligibility and number of rides provided, day and month of rides, emergency contact.

2. Trip Request Data:

Passenger name, trip origin and time of pick up, trip destination and time of return and passenger assistance required.

3. Daily Trip Manifests:

For each vehicle route, passenger number, name of exact location of pick-up time, destination and scheduled time of arrival are required. Manifests will be provided to the driver to enter accurate times and note whether the passenger cancelled or did not show.

4. Pre-Trip Inspection Reports:

Pre-Trip Inspection Reports (Daily Vehicle Inspection Report) will

be completed by drivers prior to every daily vehicle departure. The County has adopted a Pre-Trip Inspection Report in consultation with New Jersey TRANSIT. This report is **Attachment E**. These reports will also be utilized as a record of required maintenance and provided to the County maintenance staff. The Contractor must allocate appropriate time prior to vehicle pull-out times to ensure that drivers have sufficient opportunity to consistently and accurately complete all pre-trip activities including mapping out the route. Contractor shall ensure proper daily completion of these reports and use its judgment in real time as to whether a vehicle is safe to be entered into service.

5. Monthly Management Reports:

These reports must contain all statistics as required by each funding source. These reports also will include a summary of all trip denials, cancellations and "no-shows." A "no-show" is defined as an instance where the passenger fails to notify the Contractor of a cancellation, resulting in the dispatch of the vehicle and driver to the passenger's pick-up or return destination. In cases of subscription trips, no-shows and cancellations will be reported only once for each incident. Should a passenger take vacation or become ill and fail to notify, the no-show will be reported for the first day of absence only. In addition, passenger data will be required for services rendered.

Monthly Trip Denials will be reported to the County of Union, discussed at the periodic SCDRTAP Advisory Board meetings, and this data will be shared with New Jersey TRANSIT upon request.

The Union County Department of Human Services Paratransit Unit will work with the Contractor on the design and content of the reports. No monthly invoices will be processed until these reports are received and accepted by the County.

6. Accident and Incident Reports

The Contractor will notify the Union County Department of Human Services Paratransit Unit within **one hour** of any and all accidents or incidents, by telephone, followed by submitting completed County accident forms within **24 hours**. **If the service provider fails to submit complete reports within five business days, a penalty of \$50.00 per day will be assessed for each day that the report is late.**

The County reserves the right, at any time, to call upon the Contractor for any additional reports that may prove necessary.

7. Passenger Complaints

The County Paratransit Unit will work with the Contractor to implement a Complaint Form for the purpose of documenting all complaints. The Contractor shall handle all passenger complaints, made directly by a passenger or the passenger's representative, and/or made to the County directly. The Contractor is required to supply sufficient information in adequate detail that answers the complaint and describes actions taken to prevent further occurrences, **within seven (7) business days**, in most cases. The County reserves the right to require an earlier response when deemed necessary. The Contractor will provide a summary report of all complaints on a monthly basis.

V. County Responsibilities

Program oversight will be provided by the Union County Paratransit Director and the Assistant Director of the Union County Department of Human Services, or designee. Oversight will include site visits and monthly management meetings between the Project Manager and other appropriate key staff, including the Union County Paratransit Director.

The County's responsibilities for the Union County Paratransit System consist of the following activities:

- Secure funding for the program and respond to requirements of grantors
- Administer the contracts for these grantors
- Monitor the activities of the Contractor, and make policies and program changes when warranted
- Receive and authorize all special group trips outside of **Base Service** and/or standard areas of service and make the Contractor aware of all information necessary for these trips
- Work closely with the Contractor to monitor **Optional Service** and determine any changes to **Optional Service** as warranted
- Resolve any issues concerning ongoing customer complaints, service and transportation
- Provide the vehicles to be used in the UCPS
- Work with the Contractor to schedule all County owned vehicles for maintenance and repair by the County
- Provide all fuel and lubricants for County owned vehicles
- Monitor driver training in Defensive Driving, Customer Service training and any relevant training programs

- Provide and maintain all communication equipment for dispatch purposes, including two-way radios for the vehicles and the Contractor's base station
- Market and publicize the UCPS program; the Contractor will be required to assist and participate in marketing of the program

County personnel may observe reservationists, schedulers, dispatchers and the scheduling system and all aspects of the system's operations at any time during normal business and revenue hours. County and New Jersey TRANSIT personnel may make unscheduled visits to the Contractor's site of operations.

W. Automated Routing, Scheduling and Information System

In order to enhance service efficiency and quality, the County of Union requires the Contractor to utilize an automated routing, scheduling and information software system and have sufficient and effective computer equipment to operate the system. Manual intervention may be needed when the system does not return scheduling solutions and in these cases the service provider will be tasked to assist. The County is the owner of any and all passenger and reporting data, trip records and any and all information generated by the system.

Mobile Data Tablets (MDTs) may be used to improve operational efficiency. The Contractor will be responsible for their usage and appropriate implementation of software upgrades.

The proposer must present a software package and associated computer equipment, including server, suitable for the operation of the scheduling and reporting system as part of the proposal submission. A description of the back-up system and provisions for daily back-up of data should be included with the proposal. The appropriate cybersecurity protections should be included. The cost for all computer equipment and software should be itemized and detailed in Budget Form A1 - Base Service Total Budget and included in I. Base Service Total Proposed Price on the Proposal Cover Page. The system should be able to handle the current projected level of service, with capacity to grow. It should have the ability to manage all aspects of the transportation program and must have the ability to use an automated routing and scheduling feature. All components must be seamlessly integrated and installed by the vendor and must support multiple users. The scheduling module should allow both batch and on-line scheduling, which should result in real time

updating of all of the associated databases. The scheduling should be able to support a variety of operational and billing procedures. The system should take into account the in-service time, the destination and the point of origin (for deadhead calculation), the break times and the passenger type that must be accommodated. The vendor should describe how the automated system will accomplish these tasks and how the proposed system will improve on-time performance and reduce dead-head time.

The County considers efficient scheduling to be a critical factor in the provision of quality service. This section of the proposal shall identify the proposed transportation management system software, including specific versions, licensing agreements, and other features. These features should include the ability to manage and report multiple funding sources and the ability to quickly and cost effectively modify the software to meet any specific reporting requirements of the County.

The Contractor shall have the ability to convert passenger data (approximately 7,200 current passenger files) from the existing system into the proposed system. Training in all aspects of the system must be provided for the following personnel: systems managers, schedulers, dispatchers and call takers. Documentation and training materials to support the system shall be provided by the Contractor. A description and curriculum for the training program and copies of supporting materials should be submitted with the proposal. Furthermore, the vendor should clearly describe any issues that must be addressed during the transition to ensure efficient operation of the computerized scheduling system on January 1, 2027.

The Contractor must provide sufficient office space at its operational facility for computer equipment and a workable area for the intake personnel (call takers) that will be necessary to operate the system. The County must approve the office space. Any additional expenditure, including ongoing maintenance and support, associated with the use of the proposed software and hardware should be detailed in the proposal, and included in the Total Proposed Price.

VII. CONTRACTOR BUSINESS REGISTRATION CERTIFICATE

Pursuant to N.J.S.A. 52:32-44, the County is prohibited from entering into a contract with an entity unless the Vendor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury. Prior to contract award or authorization, the contractor shall provide the County with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the County prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.

The contractor shall maintain and submit to the County a list of subcontractors and their addresses that may be updated from time to time.

The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State.

Any questions in this regard can be directed to the Division of Taxation at (609) 292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

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

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

Proof of business registration shall be:

- A copy of a Business Registration Certificate issued by the Department of the Treasury, Division of Revenue; or

- A copy of the web version provided by the NJ Division of Revenue, or Register online at <http://www.state.nj.us/treasury/revenue/busregcert.htm>. Click the "online" link and then select "Register for Tax and Employer Purposes or call the Division at 609-292-1730. **Note: A NJ Certificate of Authority is not acceptable.**

Failure to submit proof of registration of the Proposer or any subcontractor named in the proposal prior to the award of contract shall be cause to reject your proposal.

Failure of the Proposer or any subcontractor named in the proposal to be registered prior to the receipt of bids is cause for a MANDATORY REJECTION OF PROPOSALS. (A NON-WAIVABLE DEFECT). This covers construction work as well as non-construction bids.

IN ADDITION:

N.J.S.A. 52:32-44 imposes the following requirements on Contractors and all subcontractors that knowingly provide goods or perform services for a Contractor fulfilling this contract:

1. The Contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the Contractor;
2. Subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;
3. Prior to receipt of final payment from a contracting agency, the Contractor must submit to the contracting agency an accurate list of all subcontractors and suppliers or attest that none was used; and
4. During the term of this contract, the Contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit, to the Director, New Jersey Division of Taxation, 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 this State.

A Contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements are available by calling (609) 292-9292.

III. COMPETITIVE CONTRACTING REQUIREMENTS

A. Competitive Contracting Schedule

9/5/02	Passage of resolution by 903-2002 Board of Chosen Commissioners authorizing the use of competitive contracting for Union County Paratransit services
10/1/26	Notice of Availability of Request for Proposals/Available to download
10/22/26	Last day for Request for Proposal Questions
11/5/26	Deadline for proposal submission - 11:00 A.M. (proposals must be received in a sealed package by Division of Purchasing staff on or before the deadline – 1 original, 8 copies and 1 electronic copy of the Word and Excel application forms with the required scanned attachments on a CD or Thumb Drive): County of Union – Purchasing Division – 2 nd Floor Attention: Michelle Hagopian, Assistant Director of Purchasing 10 Elizabethtown Plaza, Elizabeth, NJ 07207
11/5/26	Public Opening of Proposal Packets – 11:00 A.M.
11/6/26	Evaluation Committee Review Period commences
12/10/26	Board of County Commissioners awards contracts and subsequent Notice published by Clerk of the Board
12/11/26	Anticipated Award Notification
2/1/27	Services Commence

C. Submission of Proposals

Proposals must be received at the location on or before the date and time listed below. **No exceptions will be made.**

11:00 A.M. Thursday, November 5, 2026
Attention: Michelle Hagopian, Assistant Director of Purchasing
County of Union
Purchasing Division
Union County Administration Building – 2nd Floor
10 Elizabethtown Plaza
Elizabeth, NJ 07207

One (1) original paper hard copy, eight (8) paper copies, and one (1) electronic copy of the Word and Excel application forms with the required scanned attachments on a Thumb Drive submitted in a sealed package.

D. Proposal Review and Evaluation Process

The Union County Department of Human Services will convene an Evaluation Committee to review and evaluate each proposal on the basis of the Competitive Contract Specifications criteria. Following its review process, the Department will forward its recommendations for approval and contract award by the Union County Board of County Commissioners.

E. Criteria for Award of Contract and Proposal Responses

Below are the Criteria for Awarding the Union County Paratransit Services Contract for February 1, 2027 – December 31, 2031. These criteria represent the factors that will be utilized by the Union County Department of Human Services and the Evaluation Committee to evaluate proposals to determine the successful contractor. All criteria will be assigned point values; some will be weighted more heavily than others. Total scores are an important part of the review process although other factors will be considered.

Criteria for Award:

1. Letter of Transmittal	5 points
2. Qualification Questionnaire	200 points
3. Financial Information	75 points
4. Other Information	20 points
Total Potential Points	300 points

1. Letter of Transmittal Total 5 points

The letter of transmittal shall be bound at the front of the proposal submission and should contain only the following items:

- Identification of the offering organization, including name, address, telephone number and fax number
- Name, title, address, telephone number and fax number and e-mail address of contact person during period of proposal submission evaluation
- A statement to the effect that the proposal shall remain valid for a period of not less than eighty-eight (88) days from the date of submission (through effective date of contract).
- Total Proposed Price for Year 2027 through Year 2031 (must match Proposal Cover Page or points will be deducted).
- Signature of the person authorized to bind the proposing organization to the terms of the specifications, with corporate seal affixed. If the signatory is other than the President or Chief Executive Officer of the organization, please

include a copy of the corporate resolution authorizing this signatory.

2. Qualification Questionnaire (a. - g.) Total 200 points

The following items must be addressed. Proposers should be fully responsive to these Specifications.

a. Experience and Qualifications: **(40 points)** Provide a brief description of your organization, stating:

- Your Organizational Structure (include an Organizational Chart)
- Location of satellite offices
- Number of Personnel by Discipline
- Name of Organization, Names of Officers and Board Members, Address, Telephone Number
- Major Functions of the Organization
- Organization's History including the number of years in existence

Describe your organization's history and background in providing this type of service, as demonstrated by a list of **three (3) contracts, for which your organization provided demand response and deviated fixed route paratransit services of a type similar to those described in these specifications within the past four years.**

Note: The organizations listed as contracts will be contacted by the County of Union for references.

Describe the type of work performed, with details including ridership numbers, ridership mix (demand response/subscription), number of vehicles, service size area and number of revenue hours.

b. Staffing: **(25 points)** Provide a list of all staff in all job categories and describe the number of employees in each category to be involved with the Union County transportation program, in compliance with these Competitive Contract Specifications. If the Proposer has not identified candidates for all proposed positions, a clear description of the process for identifying candidates must be included. Points will be deducted if the staffing plan is unclear.

The County of Union is seeking a Contractor with a Compensation Package that is competitive in the geographic region and in compliance with all State laws. Personnel salaries/wages, by position, must be reflected in the (#3) Financial Information section (e.g., how were total Personnel costs derived by position). Describe benefits package offered to all staff that will be involved with the Union County transportation program. Include an Organization Chart (with reporting relationships), staff qualifications, resumes

and job descriptions. Describe how staffing plan is adequate to meet the anticipated service demand and how your organization will ensure quality transportation service will be delivered on a consistent basis. Describe ways in which new drivers are recruited, trained and retained. Provide a list of proposed annual staff training programs.

- c. Management Plan (Support and Oversight): (50 points) Provide a comprehensive, detailed description of how the proposed service will be implemented and administered through the contract period. List all activities that are important and necessary to the implementation of service, with timeframes. Describe how a County-based office, centrally located in the County of Union, will be established by February 1, 2027, including a detailed description of the proposed site.
- d. Maximization of Service: (30 points) Provide suggestions on the following:
- Reduction of deadhead time during the contract period
 - A system to maintain and impact on-time performance
 - Recommendations to reduce the number of cancellations and denials
 - Actions to minimize passenger complaints
 - Methods to enhance the visibility and effectiveness of the Union County Paratransit System
 - Methods to improve coordination of transportation systems within the County of Union, to leverage resources and maximize effectiveness of overall transportation for transportation dependent residents of the County
- e. Specific Experience in a Similar Geographic Setting: (10 points) Describe past experience in addressing the challenges of a paratransit system in an urban/suburban area, and how this experience may enhance the effectiveness of the Union County Paratransit System.
- f. Operating Procedures: (25 points) Provide narrative and description for this program to include:
- Scheduling Program – Clear description with evidence of how the system will assure on-time performance and reduce dead-head time
 - Dispatch Procedures
 - Cooperation with County and Contractor Duties in Vehicle Maintenance Program
 - Safety Program Details, Monitoring and Measures of Effectiveness
 - Service and Route Supervision
 - Passenger Complaint Resolution
 - Back-up Systems
 - Passenger Billing Process

- g. Personnel Procedures: (20 points) Provide a description of the following procedures involving personnel:

- Candidate Screening, Selection, Onboarding, Performance Evaluation
- Driver Orientation and Training
- Accident Reporting Procedures
- Safety Program – Include Orientation for lead staff and drivers
- Alcohol and Drug Testing Procedures – complete program description

**3. Financial Information To Be Submitted (use attached forms)
Total 75 points**

a. Proposal Cover Page (Maximum 72 points)

The proposer must complete the Proposal Cover Page and Budget Forms A1, A1-a, A2, A3 and provide the following prices for service:

**I. Total Proposed Price and Price Per Revenue Hour for Base Service (M-F Daytime Paratransit Service and 7-day Route 22 Safety Shuttle) for Year 2027 (11-month period), Optional Years 2028 - 2031 (include all anticipated expenses to be charged to the County). All line items must be itemized with appropriate attachments, including detail of salaries/wages by staff position.
(Maximum 48 points)**

- **Budget Form A1 – Base Service Total Budget (separate page) for years 2027, 2028, 2029, 2030, 2031**
- **Budget Form A1-a – Description of General and Administrative Costs for years 2027, 2028, 2029, 2030, 2031**

**IIA. Total Proposed Price and Price Per Revenue Hour for Optional Service A (weekday evenings Monday - Friday 5:30 p.m. – 11:00 p.m.) for Year 2027 (11-month period), Optional Years 2028 – 2031.
(Maximum 16 points)**

- **Budget Form A2 – Weekday Evening Optional Service Budget for years 2027, 2028, 2029, 2030, 2031**

IIB. Total Proposed Price and Price Per Revenue Hour for Optional Service B (Saturdays 8:00 a.m. – 6:00 p.m.) for Year 2027 (11-month period), Optional Years 2028 – 2031.

(Maximum 8 points)

- **Budget Form A3 – Saturday Optional Service Budget for years 2027, 2028, 2029, 2030, 2031**

- The Total Proposed Price per year, as offered on the Proposal Cover Page and accepted, is the maximum total amount payable by the County of Union each year to the Contractor for the performance of work under the contract. **The Total Proposed Price per year is not guaranteed.** The actual amount to be paid to the Contractor under this contract will be based on the number of revenue hours provided multiplied by the Price per Revenue Hour, but not to exceed the Total Proposed Price on the Proposal Cover Page.
- The Proposer shall include all annual anticipated costs and expenditures in compliance with the standards set forth in the body of this contract, with itemized detail as specified on Budget Forms A1, A2 and A3. Budget Forms must be clearly and fully completed to receive full point value. The Proposer must include Budget Forms for each year 2027, 2028, 2029, 2030, 2031.

b. Financial Statement certified by a CPA or Audit (3 points)

4. Other Information to be Submitted Total 20 points

Points will be reduced and proposer may be disqualified for failure to submit:

- Three (3) references that will be contacted during the review process
- Business Registration Certificate
- An organizational chart delineating the direct and indirect reporting relationship of all staff. This may be represented in two charts if needed.
- Description of Drug and Alcohol Policy in compliance with FTA Drug and Alcohol Regulations (49 CFR part 655)
- All Union County and New Jersey TRANSIT Forms to be signed

FORMS

Union County Forms (must be completed and included with proposal):

- **Proposal Submission Checklist (page 4 - 6 of RCCP Specifications)**
- **Proposal Cover Page**
- **UC Form: Failure to Sign Below Will Disqualify Proposer's Response**
- **UC Budget Form A1 – Base Service Total Budget – 2027, 2028, 2029, 2030, 2031**
- **UC Form A1-a: Description of General and Administrative Cost**
- **UC Budget Form A2 – Weekday Evening Optional Service Budget – 2027, 2028, 2029, 2030, 2031**
- **UC Budget Form A3 – Saturday Optional Service Budget – 2027, 2028, 2029, 2030, 2031**
- **UC Form E: Proposer Signature Page**
- **UC Form F: Statement of Ownership Disclosure (2 pages - both pages)**
- **UC Form G: Consent of Surety**
- **UC Form H: Non-Collusion Affidavit**
- **UC Form I: Affirmative Action Requirement**
- **UC Form J: Affidavit of No Conflict of Interest**
- **UC Form K: Insurance Requirements**
- **UC Form L: Disclosure of Investment Activities in Iran**
- **UC Form M: Business Registration**
- **UC Form N: Certification of Non-Involvement in Prohibited Activities in Russia or Belarus**
- **UC Form O: Federal Funds Terms and Conditions**
- **Americans with Disability Act Equal Opportunity Form (UC Form)**
- **Acknowledgement of Receipt of Proposal Addenda (if applicable)**

New Jersey TRANSIT Forms (must be completed and included with proposal):

******See Forms Following Exhibit J NJT Attachment****:**

- **NJT DBE Requirements Packet with Mandatory Forms**
- **Federal Clauses**
- **NJT Disclosure of Lobbying Activities (LLL Form)**
- **FTA Lobbying Certification**
- **NJT Suspension and Debarment Certification**
- **NJT Code of Ethics**
- **NJT Affidavit of Compliance With The Americans with Disabilities Act**
- **Vehicle Sub-lease**
- **Attachment I: NJT Monthly Summary Report (To be completed if awarded contract)**
- **NJT Quarterly Vehicle Ridership Report (To be completed if awarded contract)**

ATTACHMENTS

Union County Attachments:

- **Attachment A: Map of Union County**
- **Attachment B: UC Paratransit Vehicle Fleet**
- **Attachment C: Accident/Incident Report**
- **Attachment D: Paratransit System User's Guide**
- **Attachment E: Daily Vehicle Inspection Report**
- **Attachment F: Route 22 Safety Shuttle User's Guide**
- **Attachment G: Fueling Stations**
- **Attachment H: Preventive Maintenance Plan**
- **EXHIBIT A: Mandatory Equal Employment Opportunity Language (Revised 4/10)**