

**SPECIFICATIONS FOR SUPPLYING SPECIFIC BUS  
TRANSPORTATION SERVICES FOR THE COUNTY OF  
GLOUCESTER DIVISION OF TRANSPORTATION  
SERVICES**

**PD-018-070**

RECEIVED  
12/13/18  
PURCHASING DEPT.  
*opened by mistake  
by Sarah Bond*

**ALL PROPOSALS MUST BE SUBMITTED NO LATER THAN  
THE DATE AND TIME ADVERTISED FOR THIS BID TO:**

**COUNTY OF GLOUCESTER  
PURCHASING DEPARTMENT  
2 SOUTH BROAD ST  
3rd FLOOR  
WOODBURY, NEW JERSEY 08096**

**NOTICE TO BIDDERS**

Notice is hereby given that sealed proposals will be received by the County of Gloucester on **Thursday, December 6, 2018, at 10:00 AM**, prevailing time, in the office of the Purchasing Agent, 2 South Broad St. County Administration Building, 3<sup>rd</sup> Floor, Woodbury, NJ 08096 at which time and place bids will be opened and read in public for:

**PD-18-070**

# SPECIFICATIONS FOR SUPPLYING SPECIFIC BUS TRANSPORTATION SERVICES FOR THE COUNTY OF GLOUCESTER DIVISION OF TRANSPORTATION SERVICES

Specifications, instructions to bidders, and proposal forms may be obtained at the office of the Purchasing Agent during normal business hours. Bids will be made on the proposal form provided in the manner designated therein and required by the specifications enclosed in a sealed envelope and addressed to the Purchasing Agent, 2 South Broad St, Woodbury, New Jersey 08096, and clearly marked on the outside "date, time and name of the item being bid".

Surety in the form of a bid bond, certified check or cashier's check in the amount of 10% of the bid, but not to exceed \$20,000.00 made payable to the treasurer will **NOT** be required with this bid. A performance bond in the amount of 100% will **NOT** be required of the successful bidder. The bid must be accompanied by a Non-Collusion Affidavit. Public Disclosure, Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded any State, County, Municipal or School District contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock or any class, or of all individual partners in the partnership who own a 10% or greater interest. **FAILURE TO SUPPLY THIS INFORMATION WITH YOUR FORM OF PROPOSAL WILL BE CAUSE TO REJECT THE BID.** The Purchasing Agent or Board of Chosen Freeholders reserve the right to reject any or all bids or to waive any informality in the proposal received and to accept the bid which in their judgment will best serve the interest of Gloucester County. Bidders are required to comply with the requirements of N.J.S.A.10:5-31 et seq. and N.J.A.C. 17:27 laws against discrimination because of race, religion, sex, color, etc.

All bidders are hereby notified that, compliance with the New Jersey Prevailing Wage Act (Chapter 150, Law of 1963) and/or County of Gloucester rules and regulations that are applicable to this project will be required of any contract awarded.

By order of the Board of Chosen Freeholders of the County of Gloucester, Woodbury, NJ 08096,  
Robert M. Damming, Director. The Gloucester County Purchasing Department is Handicapped Accessible.

Peter M. Mercanti  
Purchasing Agent

## NON-CONSTRUCTION BIDDER'S CHECKLIST

**THIS BIDDER'S CHECKLIST MUST BE COMPLETED AND SUBMITTED WITH YOUR BID PACKAGE:**

**A PROPOSAL SUBMITTED WITHOUT THE FOLLOWING DOCUMENTS IS CAUSE FOR REFUSAL.**

- |   |                |
|---|----------------|
|   | INITIAL        |
|   | BELOW          |
| A. Proposal Deposit, <b>if required for this proposal</b> , in the form of<br>a Certified Check, Cashier's Check or Proposal Bond. 40A11-21                                       | <u>  N/A  </u> |
| B. Certificate from a Surety Company, <b>if required for this proposal</b> ,<br>stating that if proposal is accepted they will provide the required<br>Performance Bond. 40A11-22 | <u>  N/A  </u> |

- C. Non-Collusion Affidavit properly notarized \_\_\_\_\_
- D. Public Disclosure Statement, properly notarized, listing stockholders or partners owning ten (10) percent or more of corporation or partnership stock – Pursuant to section 1 of P.L. 1977,c33, as amended by P.L. 2016, c.43 (C:52:25-24-2) \_\_\_\_\_
- E. Deviations from specifications if applicable - Proposal Page. \_\_\_\_\_
- F. Authorized signatures on all forms. \_\_\_\_\_
- G. Extension or Non-Extension of Prices to County Entities \_\_\_\_\_
- H. Acknowledgment of Receipt of Addenda \_\_\_\_\_
- I. Signature Page Completed and Signed \_\_\_\_\_
- J. Living Wage Information \_\_\_\_\_
- K. Business Registration Certificate  
(Including all sub-contractors) Must be submitted prior to award of contract \_\_\_\_\_
- L. Disclosure of Investment Activities in Iran (P.L. 2012, c.25) \_\_\_\_\_

**THE UNDERSIGNED HEREBY ACKNOWLEDGES  
THE ABOVE LISTED REQUIREMENTS.**

NAME OF BIDDER:

Cumberland County Jitney LLC  
PERSON, FIRM OR CORPORATION

BY: Frank C Ruocco owner  
(NAME) (TITLE)

**(Revised September 25, 2018) NOTICE  
TO ALL PROSPECTIVE BIDDERS**

**NEW JERSEY STATUTE 40A: 11-13 SPECIFICATIONS:**

In particular, no specifications under the act may:

Require, with regard to any purchase, contract or agreement, the furnishing of any "brand name", but may in all cases require "brand name or equivalent", except that if the materials to be supplied or purchased are patented or copyrighted, such materials or supplies may be purchased by specification in any case in which the ordinance or resolution authorizing the purchase, contract, sale or agreement so indicates, and the special need for such patented or copyrighted materials or supplies is directly related to the performance, completion or undertaking of the purpose for which the purchase, contract or agreement is made.

**BRAND NAMES AND/OR PRODUCT DESCRIPTION**

Brand names and/or descriptions used in this specification are to acquaint prospective bidders with

the type of item required (or commodity) and will be used as a standard by which alternate or competitive materials offered will be judged. Competitive items must be equal to the standard described and be of the same reputation for quality and workmanship. Variations between the equipment described and material offered are to be fully explained by the bidder in an accompanying letter. In the absence of any changes by the bidder, it will be presumed and required that materials as described in these specifications be delivered.

#### INSTRUCTIONS TO BIDDERS

1. The County reserves the right to reject any or all proposals as allowed in NJSA 40A:11-13.2, if necessary, or to waive any informalities in the proposals, and unless otherwise specified by the bidder, to accept any item, items or services in the proposals should it be deemed in the best interest of the County to do so.
2. Unless otherwise stated in the proposal by the bidder, time, in connection with discount offered, will be computed from date of delivery and acceptance at destination, or from date correct claim voucher properly certified by the contractor is received if the latter date is later than the date of delivery and acceptance.
3. In case of default by the bidder or contractor, the County of Gloucester may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby.
4. The bidder, if awarded the contract, agrees to protect, defend and save harmless the County against damage for payment for the use of any patented material process, article or devise that may enter into the manufacture, construction or form a part of the work covered by either order or contract, and further agrees to indemnify and save harmless the County from suits or actions of every nature and description brought against it for, or on account of, any injuries or damages received or sustained by any party or parties by, or from, any of the acts of the contractor, its servants or agents.
5. The contractor shall maintain sufficient insurance to protect against all claims under Workmen's Compensation, General and Automobile Liability, and shall be subject to approval for adequacy of protection. Certificates of such insurance shall be provided the County when required.
6. It is to be understood by the bidder that this proposal is submitted on the basis of specifications prepared by the County and the fact that any bidder is not familiar with these specifications or conditions will not be accepted as an excuse.
7. Each proposal must be signed in ink by person authorized to do so.
8. Bidders must use the proposal form furnished by the County when submitting their proposal.
9. Non-Collusion Affidavit must be completed and included with proposal.
10. Surety in the form of a Proposal Bond, Certified Check or Cashier's Check in the amount of 10% of total proposal, but not in excess of \$20,000.00 will not be required.
11. A performance Bond in the amount of 100% of total proposal will not be required of the successful bidder at the time of award of the contract.
12. If required, the vendor will secure and attach to proposal packet a letter of surety from a licensed bonding company; licensed to do business in the State of New Jersey; assuring us a performance bond to the amount required should vendor be awarded contract.
13. Return of Proposal Securities. All proposal security, except the securities the three lowest responsible bidders, shall be returned within ten (10) days. Within three (3) days after signing of the contract and approval of contractor's performance bond, the proposal security of the remaining bidders shall be returned to them.
14. The Surety Company providing the Proposal Bond, if required with this proposal, consent of surety and the performance bond must be authorized pursuant to the New Jersey Statutes to carry on business in the State of New Jersey as specified in N.J.S.A. 17:17-1 (G) and must have a Best's Rating of B+ or better and a Best's Financial Size Category of VII or larger; the minimum ratings and the financial size categories are those listed for the Surety Company in the most current issues of Best's Key rating Guide, Property-Casualty, published by the A.M. Best Company, Oldwick, New Jersey.
15. On Multi-Year Contracts, the Performance Bond may be resubmitted each year on the Contract

Anniversary Date for the amount remaining on the contract.

16. Submission of a Performance Bond, if required for this proposal, is a condition precedent to a contract award. After receipt of such a performance bond and other submissions required by the proposal specifications, the proposal will be accepted and a signed contract and a purchase order will be forwarded to the successful bidder.
17. Insert prices for furnishing all of the materials and/or labor described or required. Prices shall be net, including any charges for packing, crating, containers, etc. and all transportation charges fully prepaid by the contractor F.O.B. destination and placement at locations specified by the County. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the vendor's convenience when a single shipment is ordered.
18. Payments will be made upon the approval of vouchers submitted by the successful bidder in accordance with the requirements of the Board of Chosen Freeholders and subject to the Board of Chosen Freeholder's customary procedures.
19. Unless lump sum price is specifically requested, unit and extended prices should also be given.
20. Award will be made by the Gloucester County Board of Chosen Freeholders within sixty (60) days after receipt of proposals.
21. Since the County will from time to time procure items of apparel and textile; and whereas there exists in some industries sweatshop conditions such as paying of poverty wages, violating workplace regulations and suppressing worker rights; the County will not purchase, lease, rent or take on consignment goods and/or services produced under the above conditions.
22. Each bidder by submitting a proposal certifies that they will comply with all Federal, State and County laws and regulations concerning the above (21). Each bidder also certifies that they will comply with the County of Gloucester resolution regarding sweatshop conditions as passed on April 1, 1998. A copy of this resolution is on file in the office of the purchasing agent.
23. **Equal or Tie Proposals.** The County of Gloucester reserves the right to award at their discretion to any one of the tie bidders.
24. The County reserves the right to purchase, during the term of any contract to be awarded, any of the specified materials and/or services through the New Jersey State Cooperative Purchasing Agreement (State Contract) if it is in the County's best interest to do so.
25. The County of Gloucester is exempt from any State sales tax or Federal excise tax. In submitting its proposal, the contractor certifies that his total base proposal does not include any NJ State Sales Tax.
26. For purpose of evaluation where an equivalent product is being furnished, bidder must indicate any variation to our specifications no matter how slight. If no variations are indicated, it will be construed that the proposal fully complies with our specifications.
27. Quantities as shown are approximate and the County reserves the right to increase or decrease quantities by 20% at the unit price proposal.
28. The contract shall be in effect for one (1) year from date of award unless otherwise stated.
29. Proposals may be hand delivered or mailed per legal notice to bidders. In the case of mailed proposals, the County assumes no responsibility for proposals received after the designated date and time and will return late proposals to the bidder unopened.
30. In accordance with Affirmative Action Law, P.L. 1975, c.127 (N.J.A.C. 17:27) with implementation of July 10, 1978, successful bidder must agree to obtain individual employer certification and number and complete Affirmative Action employee information report (form AA-302). Also, during the performance of this contract, the contractor agrees as follows: (a) The contractor or subcontractor where applicable, will not discriminate against any employee because of age, race, creed, color, Vietnam-era veteran status, national origin, ancestry, marital status or affectional or sexual orientation genetic information, sex or atypical hereditary cellular or blood trait. The contractor will take affirmative action to ensure that such applicants are recruited and employed and that employees are treated during employment, without regard to their gender, age, race, creed, color, religion Vietnam-era veteran status, national origin, ancestry,

marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and section for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause: (b) 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, sex or handicap; (c) the contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or worker's representative of the contractor's commitments under this act and shall post copies of the notice; (d) the contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the treasurer pursuant to the P.D. 1975, §127, as amended and supplemented from time to time.

31. BUY AMERICAN CLAUSE (N.J.S.A. 40A: 1-18)

Only manufactured products of the United States, wherever available, shall be used in the execution of the work specified herein.

32. NOTE: ANY CHANGES, WHITEOUTS, STRIKEOUTS, ETC., ON THE PROPOSAL PAGE MUST BE INITIALED BY THE PERSON RESPONSIBLE FOR SIGNING THE PROPOSAL.

33. Proposals shall be prepared on forms furnished by the County. All blank spaces shall be filled in, by typewrite or ink, and amounts clearly shown.

34. Proposals may not be modified after submittal unless it is not a material defect or change the outcome of the bid. Bidders may withdraw proposals at any time before opening.

35. All proposals submitted shall include in price any applicable permits, or fees required by any other government entity that has jurisdiction to require the same.

36. By submission of proposal, the bidder certifies that the merchandise to be furnished will not infringe upon any valid patent or trademark and the successful bidder shall, at their own expense, defend any and all actions or suits charging such infringement, and will save the County harmless in any case of any such infringement.

37. No vendor shall influence, or attempt to influence or cause to be influenced, any county officer or employee to use his/her official capacity in any manner which might tend to impair the objectivity or independence of judgement of said officer or employee.

38. No vendor shall cause or influence, or attempt to cause or influence, any county officer or employee to use his/her official capacity to secure unwarranted privileges or advantages for the vendor or any other person.

39. The provisions above shall not be construed to prohibit a county officer or employee from contracting with vendors under the same terms and conditions as are offered or made available to members of the general public.

40. It will be assumed that all proposals are based upon the specifications unless the bidder stipulated to the contrary in letterform to be attached to proposal submission. Bidder shall not type changes on proposal specifications forms. The letter shall point out in detail any and all deviations from the specification.

41. Should any difference arise between the contracting parties as to the meaning or intent of these instructions or specifications, the county purchasing agent's decision shall be final and conclusive.

42. The County of Gloucester shall not be responsible for any expenditure of monies or other expenses incurred by the Bidder unless the Bidder has received a signed contract and a purchase order.

43. The bidder should be aware, if awarded the contract, that they will be responsible for any and all subcontractors as well as themselves, that they, are required to comply with all applicable local, state, and federal safety, health, and environmental regulations, including provisions for protecting County employees and the public from construction hazards.

44. As of November 1986, all New Jersey Governmental Agencies are mandated to comply with Public Employment -- Occupational Safety and Health Act legislation which closely adheres to the Federal Occupational Safety and Health Act of 1970, requiring compliance with safety standards thereof. As of this date, all equipment owned and operated by the County of Gloucester shall meet the established standards. It is therefore imperative that all concerned be made aware of and comply with the following:

THE VENDOR OR CONTRACTOR HEREBY GUARANTEES THAT ALL MATERIALS, SUPPLIES AND EQUIPMENT FURNISHED OR DELIVERED TO THE COUNTY OF GLOUCESTER AS LISTED ON ANY BID, REQUEST FOR PROPOSAL, QUOTATION, CONTRACT OR PURCHASE ORDER MEET THE REQUIREMENTS, SPECIFICATIONS AND STANDARDS AS PROVIDED FOR UNDER THE FEDERAL OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970, AS FROM TIME TO TIME AMENDED AND ENFORCED AS OF THE DATE THEREOF.

45. New Jersey Worker and Community Right To Know Act: Under the provisions of this regulation each bidder must furnish The County of Gloucester a "Material Safety Data Sheet" for each product they supply The County. These MSDS's should be submitted to The County upon award of the bid. They should be directed to the department(s) receiving the product or services. In addition, the Vendors are required to comply with labeling requirements as detailed in the act as well as all other applicable provisions of the act.

46. Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the County Purchasing Department no less than three (3) business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of the contract.

47. P.L. 2012, c.25 prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran."

**STATE OF NEW JERSEY—DIVISION OF PURCHASE AND PROPERTY  
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Quote Number: PD-018-070 Bidder/Officer: Cumberland County Jeffrey Mc

**PART 1: CERTIFICATION**

**BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.**

**FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

**PLEASE CHECK THE APPROPRIATE BOX:**

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name \_\_\_\_\_ Relationship to Bidder/Offeror \_\_\_\_\_

Description of Activities \_\_\_\_\_

Duration of Engagement \_\_\_\_\_ Anticipated Cessation Date \_\_\_\_\_

Bidder/Offeror Contact Name \_\_\_\_\_ Contact Phone Number \_\_\_\_\_

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Frank C. Rocco Signature: [Signature]  
 Title: owner Date: 11/22/12

**NOTICE TO BIDDERS**

**BUSINESS REGISTRATION CERTIFICATE**

Pursuant to N.J.S.A. 52:32-44, Gloucester County is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

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

During the course of contract performance:

- (1) The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) The contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of 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 in 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 [www.state.nj.us/treasury/revenue/busregcert.shtml](http://www.state.nj.us/treasury/revenue/busregcert.shtml).

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

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

#### Emergency Purchases or Contracts

For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

### Sample Business Registration Certificate

STATE OF NEW JERSEY		DEPARTMENT:	REG-101
BUSINESS REGISTRATION CERTIFICATE		DIVISION OF	TREASURY
FOR STATE AGENCY AND CASINO SERVICE CONTRACTOR		PO BOX 252	TRENTON, NJ
TAXPAYER NAME:	TRAC AME		
TAX REGISTRATION TEST ACCOUNT	CL1 - STRA1		
TAXPAYER IDENTIFICATION#:	SEQUENCE NUMBER		
970-097-3821500	01070		
ADDRESS:	ISSUANCE DATE:		
3110 N. J. HWY. 108	07/14/04		
TRENTON NJ 086			
VE DA			
01/04			
(C)04			
<i>John S. Tully</i> ACT Director			
<small>This Certificate is not valid unless accompanied by the appropriate tax registration certificate. It must be conspicuously displayed at above address.</small>			

07/13/16

Taxpayer Identification# 812-943-216/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione  
Director  
New Jersey Division of Revenue

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, N.J. 08646-0252

TAXPAYER NAME:

CUMBERLAND COUNTY JITNEY, LLC

TRADE NAME:

ADDRESS:

18 CECILE DRIVE  
MILLVILLE NJ 08332

SEQUENCE NUMBER:

2058044

EFFECTIVE DATE:

07/13/16

ISSUANCE DATE:

07/13/16



Director  
New Jersey Division of Revenue

**NOTICE TO BIDDERS**

To be in compliance with the affirmative action requirements, the successful bidder shall submit a federal affirmative action plan approval (which consists of a valid letter from the office federal contract compliance programs) or a certificate of employee information report (submit a copy of this certificate prior to being awarded the contract).

If you do not have any of the above listed, before your company can be awarded the proposal, our department will submit to you a form aa-302 to be filled out and returned with your contract. The form aa-302 will be utilized for procurement, professional or service contracting.

See exhibit "A" attached.

**NOTE:**

No contract can be awarded without the submission of one of the above items for proof of affirmative action plan completed and submitted to the department of purchasing.

(REVISED 4/10)

**EXHIBIT A**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

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

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

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

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status,

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:275.2.

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 jobrelated testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such

information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

**The undersigned vendor further agrees on their company's receipt, knowledge and commitment to comply with:**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)  
N.J.A.C. 17:27

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

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.S.A. 17:27

Representative's Name/Title (Print): Frank C Rocco / Owner

Representative's Signature: Frank C Rocco

Name of Company: Cumberland County Jitney LLC

Tel. No.: 609-742-4502 Date: 11/28/18

**NOTICE TO BIDDERS**

N.J.S. 40A: 11-22 provides in pertinent part that where a contracting unit requires a performance bond, the contracting unit must require from all bidders, a certificate from a surety company stating that the surety company will provide the contractor with a performance bond.

If a performance bond will be required from the successful bidder on this project, then consequently, all bidders shall submit, with their proposal, a certificate in substantially the following form:

TO: GLOUCESTER COUNTY BOARD OF CHOSEN FREEHOLDERS  
WOODBURY, NJ 08096

RE:

(Contractor)

(Project Description)

This is to certify that the \_\_\_\_\_  
(Surety Company)  
will provide to \_\_\_\_\_, a performance  
bond  
(Contractor)  
in the event that said \_\_\_\_\_, is awarded a contract  
(Contractor)  
for the above project.  
  
(Authorized Agent of Surety Company)

**\*\* CERTIFICATE OF SURETY MUST BE SIGNED BY AN AUTHORIZED AGENT OR REPRESENTATIVE OF A SURETY COMPANY AND NOT BY THE INDIVIDUAL OR COMPANY SUBMITTING THE PROPOSAL.**

**COUNTY COOPERATIVE CONTRACT PRICING  
EXTENSION OF PRICES TO LOCAL GOVERNMENT  
ENTITIES WITHIN THE COUNTY**

The County of Gloucester acts as lead agency in a county cooperative contract purchasing system. Under this system, the County solicits competitive bids for certain items to be purchased. Local contracting units within the County may purchase under the terms and conditions of selected contracts awarded by the County without the necessity of securing formal bids. This is a county cooperative contract purchasing system as defined and regulated by N.J.A.C. 5:34-7. The System Name is Gloucester County Cooperative Contract Purchasing System. The System Identifier is CK-01-GC. The Systems' establishment was approved by the Director of the Division of Local Government Services.

The county, at its discretion and with the approval of the vendor, may permit only those contracting units located within the county's geographic boundaries to procure the provision and performance of goods and services for their own needs, subject to the specifications, terms and conditions set forth in the contract awarded by the county.

The county shall make the contract number available to any contracting unit within the county which seeks to purchase under the terms of a contract awarded by the county.

A county managing a county cooperative contract purchasing system shall include in the specifications the county's own requirements, stated in definite quantities. The county shall identify the contracting units which may purchase under the terms of the contract if awarded.

Each request for bids to be included in the county cooperative contract purchasing system by the county shall contain the following:

Language requiring uniform bid price(s) for the county.

#### **ACCOMMODATION OF ONLY THOSE LOCAL CONTRACTING UNITS WITHIN THE COUNTY OF GLOUCESTER**

Check here if willing to provide the goods and services herein bid upon to local governmental contracting units located within the County of Gloucester, Cooperative contract purchasing system, CK-01-GC without substitution or deviation from specifications, size features, quality, price or availability as herein set forth. It is understood that orders will be placed directly by the contracting units, subject to the overall terms of the contract to be awarded by the County of Gloucester, and that no additional service or delivery charges will be allowed except as permitted by these specifications.

Check here if not willing to extend prices to contracting units located in the County of Gloucester affect consideration of this bid with respect to the needs of the County of Gloucester.

A statement as to the procedure to be followed in the event that the lowest responsible bidder declines to extend prices to the registered members. The contract for the stated needs of the county will be awarded to the lowest responsible bidder, and specifically not made available to contracting units within the county.

Only counties and municipalities acting pursuant to the conditions set forth in this chapter may aggregate residential and business customers for gas supply or for electric generation services.

A cooperative pricing system undertaking energy aggregation in which the lead agency is not a county or municipality and the membership includes a mix of local contracting units including municipalities and counties, shall not include municipalities and counties who seek to provide energy to residents and businesses.

Two or more contracting units may join together to form a cooperative pricing system for the sole specific purpose of purchasing energy, or an existing registered cooperative purchasing system may add energy as a commodity to be purchased, pursuant to the Electric Discount and Energy Competition Act (P.L. 1999, c.23) and the Interim Government Energy Aggregation Program Standards promulgated by the Board of Public Utilities.

The purchase of energy shall be subject to the terms and conditions of the bid specifications and a master contract. The specifications shall be drafted pursuant to Section 4.1a and 4.1b, Bidding Specifications of the Interim Government Energy Aggregation Program Standards promulgated by the Board of Public Utilities.

Take and pay contracts for the purchase of energy, where the government aggregator commits to pay for certain amount of energy, whether or not the energy is actually received or used by the government aggregator or participants in a cooperative pricing system are specifically prohibited.

Notwithstanding any of the restrictions or conditions set forth in this chapter, the lead agency of a cooperative purchasing system shall determine prior to the solicitation of bids whether the estimates submitted by a duly registered member of the system shall be considered firm and binding or a member may withdraw its estimate even after a supplier has been selected.

**ALTERNATE DISPUTE RESOLUTION:  
NON-BINDING MEDIATION\***

**1. CONTROVERSIES AND CLAIMS SUBJECT TO MEDIATION:**

Any controversy or claim arising of or related to the contract or the breach thereof shall be settled by mediation.

If a dispute between the County and the Contractor arises during the course of the contract, the parties will attempt to resolve the dispute, in good faith, through non-binding mediation.

**2. CONTRACT PERFORMANCE PENDING MEDIATION:**

During mediation proceedings, the Contractor shall continue to perform under the terms of the contract and the owner shall continue to make payments under the terms of the contract.

**3. WHEN MEDIATION MAY BE DEMANDED:**

Prior to either party requesting or demanding mediation, they shall attempt to resolve the problem directly. The aggrieved party shall submit, in writing, to the other party, a notice of dispute.

The other party shall respond in writing.

Demand for mediation of any claim shall not be made until the earlier of the following:

- (a) written notice of dispute is given to other party and written response is provided to the aggrieved party.
- (b) 30 days after submission of original written claim by aggrieved party to other party and the other party has not responded in writing.

If a party submits a claim and is not satisfied with the written response received, the aggrieved party has 45 days from the receipt of the written response to file a request for mediation.

**\*NOTE:** Any place in the contract or general conditions of the contract, where the word "arbitration" appears, it shall be deemed to be "non-binding Mediation".

A party who files a "Notice of Demand for Mediation" must assert in the demand all claims then known to that party on which mediation is permitted to be deemed. When a party fails to include a claim through oversight, inadvertence or excludable neglect, or when a claim has matured or been acquired subsequently, the mediator or mediators may permit amendments.

**4. PROCEDURES TO REQUEST MEDIATION:**

Either party may demand mediation by written notice to the other party. The written notice shall contain at least (1) a brief statement of the nature of the dispute, and (2) the name, address and the phone number of that party's designated representative for purposes of mediation.

The other party shall designate its representative for mediation in writing no later than five (5) business days after receipt of the demand for mediation.

The respective designees shall thereupon, and promptly, with due regard for the need for timely action, choose a mediator.

If the parties cannot agree on a mediator, they shall choose a reputable mediation firm.

Any mediation firm so chosen shall present a list of at least five (5) proposed mediators to the parties and shall provide the parties with a summary of each person's qualifications to serve as mediator.

Each party shall rank the proposed mediators in order of preference.

The fifth and any lower ranked persons on each list will be excluded from further consideration.

The chosen mediator shall be the remaining person who is the combined highest-ranking mediator on both preference lists, after deleting all excluded persons.

In the event of a tie, the mediator shall be chosen by lot.

5. **PROCEDURES AT MEDIATION:**

The mediation shall be conducted in such reasonable and efficient manner as may be agreed between the parties and the mediator or, in the lack of such an agreement, as may be determined by the mediator.

The parties will not be bound by the Rules of Evidence in presenting their positions before the mediator.

6. **COST OF MEDIATION:**

Each party will bear its own costs of participation in mediation and they will divide the costs of the mediator equally.

7. **FAILURE OF MEDIATION:**

If, after a good faith effort to resolve the dispute through mediation, the dispute is not resolved, either party may terminate the mediation by written notice to the mediator and to the other party, whereupon either party may submit the dispute to the Superior Court of New Jersey, Gloucester County, for adjudication, which court shall have exclusive original jurisdiction over the dispute.

**NOTE TO ALL BIDDERS: LIVING WAGE RESOLUTION**

The County of Gloucester has implemented a "Living Wage" Resolution to be utilized in all Gloucester County Contracts. This was enacted under the Gloucester County Administrative Code, Article, PUR-4, and Purchasing Procedures. (Dated August 1, 2001, Amended April 21, 2010).

Therefore, all employees assigned to work performed to contracts on behalf of the County of Gloucester shall be paid at an hourly rate of compensation as set forth in the Administrative Code provision continue to be required to assure that successful bidders receiving contracts awarded by the County of Gloucester attract and provide the highest quality workers available, ensuring quality workmanship and services, designed to result in County work being completed in a timely and appropriate fashion, with fewer worker injuries and work stoppages, all to the benefit of the County operations specifically and the residents of the County of Gloucester generally. All employees shall be paid at an hourly rate of compensation which shall be not less than one and one half times the State of New Jersey minimum wage; currently \$12.66 per hour.

In lieu of providing health and hospital insurance coverage to employees assigned to perform work as described above, the contract vendor shall pay to such assigned employees an amount equal to 25% of the minimum hourly wage established pursuant to Paragraph A., of this Administrative Code section" currently \$3.17 per hour.

**A statement of employees' wages and benefits must be completed and submitted as a material requirement of the bid in order for the bid to be accepted.**

The County of Gloucester may refuse to award a contract to a person or entity submitting a bid if that person or entity has filed or submitted false information, or failed to file or submit the information required by these regulations.

Upon award of contract, the County of Gloucester may require further proof of compliance with the standards set forth in these regulations.

Failure to provide the aforesaid information shall constitute a violation resulting in the withholding of funds due to the contractor until such time as the information is provided. Submission of inaccurate, false, misleading or fraudulent information shall also constitute a violation of the ordinance and result in the withholding of funds due to the contractor and disqualification from consideration for future contracts.

These regulations shall not be construed as preventing any employer from providing rates of pay or benefits which are higher than those required by these regulations, diminishing the responsibilities of a public body or an employer under the provisions of any other law, or impairing any provision of an existing collective bargaining agreement.

These regulations shall not apply to construction contracts that are subject to any prevailing wage laws or regulations, contracts for the provision of goods only, contracts awarded to work-study or cooperative education programs, or contracts awarded for youth or job training programs.

Representative's Name/Title (Print): Frank C. Russo / Owner

Representative's Signature: Frank C. Russo

Name of Contractor: Cumberland County Jitney LLC

Tel. No.: 609 742 4502 Date: 11/28/18

**NON COLLUSION AFFIDAVIT**

State of New Jersey  
County of Gloucester ss:

I certify that I am Frank Ruocco (owner)  
of the firm of Comberland County Jitney LLC

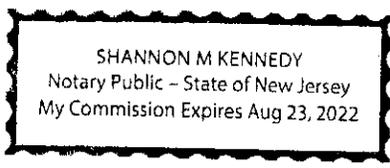
The bidder making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the county of Gloucester relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (n.j.s.a.52: 34-25)

(Name of Contractor) Frank Ruocco

Subscribed and sworn to

Before me this 28<sup>th</sup> day  
of November 20 18



Shannon Kennedy (Type or print name of Affiant under Signature)

Shannon Kennedy  
Notary public of New Jersey

My commission expires: Aug. 23, 20 22

NOTE: This form must be completed, notarized and returned with this proposal **STATEMENT OF OWNERSHIP DISCLOSURE**  
N.J.S.A. 52:2524.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

**Name Organization:** Cumberland County Jitney Inc

**Organization Address:** 18 Cecile Dr Millville NJ 08332

**Part I Check the box that represents the type of business organization:**

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type)  Limited Liability Company (LLC)
- Partnership  Limited Partnership  Limited Liability Partnership (LLP)
- Other (be specific): \_\_\_\_\_

**Part II**

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

**OR**

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Frank C. Ruvocco	18 Cecile Dr Millville NJ
	08332

**Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II**

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

**Website (URL) containing the last annual SEC (or foreign equivalent) filing** | **Page #'s**


Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

**Part IV Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the County of Gloucester is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the County of Gloucester to notify the County of Gloucester in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the County of Gloucester to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Title:
Signature:	Date:

Frank C Rocco / owner  
 Frank C Rocco 11/28/18

**COUNTY OF GLOUCESTER  
 ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA**

**The undersigned Bidder hereby acknowledges receipt of the following Addenda:**

<u>Addendum Number</u>	<u>Dated</u>
_____	_____
_____	_____
_____	_____
_____	_____

\_\_\_\_\_  
Acknowledged for:  
Comberland County Siting LLC  
(Print or Type Name of Bidder)

By: Frank C Ruocco  
(Print or Type Name of Authorized Individual)

Signature: Frank C Ruocco

Title: owner

**NOTE: THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL)**

**Insurance Requirements for Contractors**

**Low Hazard - Artisan-type contractors**

- General and Auto Liability limits are reduced to \$500,000

**Medium Hazard - Roofers, plumbers with minor digging, landscapers, bldg. maintenance.**

- General and Auto Liability limits are reduced to \$1,000,000

**High Hazard - Excavation, road work, building construction/renovation**

- General and Auto Liability limits are per below.

The Contractor shall not commence work under this contract until it has obtained the insurance required under this section. All coverage shall be with insurers must be licensed and admitted to do business in New Jersey and acceptable to the County.

#### COMMERCIAL GENERAL LIABILITY INSURANCE

During the life of this contract the Contractor shall procure and maintain Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$5,000,000\* per occurrence and/or aggregate combined single limit for Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following: (A.) Contractual Liability; (B.) Products and Completed Operations; (C.) Independent Contractors Coverage; (D.) Broad Form General Liability Extensions or equivalent; (E.) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions.

#### MOTOR VEHICLE LIABILITY INSURANCE

During the life of this contract the Contractor shall procure and maintain Motor Vehicle Liability Insurance, including applicable No-Fault coverage, with limits of liability not less than \$5,000,000\*per accident combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

\*Please note: A primary general and auto liability limit of \$1,000,000 and an excess/umbrella limit of \$4,000,000 will satisfy the above requirements in lieu of \$5,000,000 primary limit.

#### WORKERS' COMPENSATION

During the life of this contract the Contractor shall procure and maintain Workers' Compensation insurance, including Employers' Liability Coverage in accordance with the statutes of the State of New Jersey.

#### ADDITIONAL INSURED

The following shall be Additional Insured on the general liability policy: The County of Gloucester, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees, and volunteers.

This coverage shall be primary to the Additional Insured, and shall not be contributing with any other insurance or similar protection available to the Additional Insured, whether other available insurance be primary, contributing or excess.

#### PROOF OF INSURANCE COVERAGE

The Contractor shall provide the County at the time the contract is returned to them for execution, Certificate(s) of Insurance evidencing such required coverage's.

#### CONTINUATION OF COVERAGE

If any of the above coverage's expire during the term of this contract, the Contractor shall deliver renewal Certificate(s) to the County at least ten (10) days prior to the expiration date.

**ANNUAL AFFIDAVIT OF COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA)**

I, \_\_\_\_\_ (Name of Individual), executing this document on behalf of the undersigned company, partnership, corporation, or entity hereinafter referred to as "Subrecipient", presently doing business with NJ TRANSIT, hereby warrant and affirm to NJ TRANSIT as follows:

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

accommodate them.

- The Subrecipient is not required to permit riders who use wheelchairs to ride in places other than designated securement locations on the vehicle.
- The Subrecipient shall allow riders who use wheelchairs to board and ride accessible vehicles. A wheelchair is defined as “a mobility aid belonging to any class of three- or more-wheeled devices, usable indoors, designed or modified for and used by individuals with mobility impairments, whether operated manually or powered.” A wheelchair does not require specific elements or equipment such as front rigging (footplates or leg rests), wheel locks or brakes, push handles, or positioning belts or harnesses.
- The Subrecipient may require that an individual permit his or her wheelchair to be secured. The Subrecipient may not deny transportation to a wheelchair or its user on the ground that the device cannot be secure or restrained satisfactorily by the vehicle’s securement system.
- The Subrecipient may recommend to a user of a wheelchair that the individual transfer to a vehicle seat. The entity may not require the individual to transfer.
- The Subrecipient shall permit individuals with disabilities who do not use wheelchairs, including standees, to use a vehicle’s lift or ramp to enter the vehicle.
- When necessary or upon request, the Subrecipient’s personnel shall assist individuals with disabilities with the use of securement systems, ramps and lifts. If it is necessary for the personnel to leave their seats to provide this assistance, they shall do so.
- The Subrecipient shall permit service animals to accompany individuals with disabilities in vehicles.
- The Subrecipient shall not prohibit an individual with a disability from traveling with a respirator or portable oxygen supply.
- The Subrecipient shall make available to individuals with disabilities adequate information concerning transportation services. This obligation includes making adequate communications capacity available, through accessible formats and technology, to enable users to obtain information and schedule service.
- The Subrecipient shall ensure that personnel are trained to proficiency, as appropriate to their duties, so that they operate vehicles and equipment safely and properly assist and treat individuals with disabilities who use the service in a respectful and courteous way, with appropriate attention to the difference among individuals with disabilities.
- Subrecipients that are public entities that provide general public transportation shall make reasonable modifications in policies, practices, or procedures when the modifications are necessary to avoid discrimination on the basis of disability or to provide program accessibility to their services. The Subrecipient shall make information about how to contact the agency to make requests for reasonable modifications readily available to the public through the same means it uses to inform the public about its policies and practices.

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

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

Certification of ADA Compliant Service

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

*Frank C Ruocco*

Signature

Frank C Ruocco

Print Name of Authorized Official

owner

Title

4/28/18

Date

IMPORTANT NOTICE TO ALL SUBRECIPIENTS AND CONSULTANTS

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

NJ Transit is an instrumentality of the State of New Jersey and its employees and officers, including members of the NJ Transit Board of Directors, are public servants. NJ Transit, its employees and officers are governed by a number of civil and criminal laws, which control how NJ Transit and its personnel do business with contractors and consultants. These provisions include the Conflicts of Interest Law, N.J.S.A. 52:13D-12; and various criminal laws prohibiting bribery (N.J.S.A. 2C:27-2), and prohibiting offers of unlawful benefits to public servants for official behavior (N.J.S.A. 2C:27-10 & -11). These provisions contain unequivocal and stringent restrictions relating to gifts and gratuities.

Be advised that the law prohibits the receipt of gifts and gratuities by any NJ Transit employee or officer from any person, company or entity doing business – or wanting to do business – with NJ Transit. You are prohibited from offering, and NJ Transit Board members, officers or employees are prohibited from accepting, gifts, gratuities, benefits and other items of value. (N.J.S.A. 52:13D-13i)

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

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

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

(Continue to next page and sign affidavit)

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

*Frank C Ruocco*

(Name of Individual), executing this document on behalf of the undersigned company, partnership, corporation, or entity hereinafter referred to as "Subrecipient", presently doing

business with NJ Transit, hereby warrant and affirm to NJ Transit as follows:

1. I warrant and affirm that the Subrecipient has received a copy of NJ Transit's Code of Vendor Ethics and that I have read and studied this document and distributed this document to all of the Subrecipient's personnel doing business with NJ Transit and required said personnel to fully read this document. In addition, I further warrant and affirm that the Subrecipient has received from NJ Transit a document entitled "Important Notice to All Subrecipients and Consultants" and that I have read and studied this document, including the page setting forth various New Jersey statutory provisions, and that the Subrecipient has distributed this document to all of the Subrecipient's personnel doing business with NJ Transit and required said personnel to fully read this document.
2. The Subrecipient warrants and affirms that it has issued written instructions to all of the Subrecipient's personnel doing business with NJ Transit instructing and requiring same to strictly adhere to the Subrecipient's responsibilities as set forth in NJ Transit's Code of Vendor Ethics and in the "Important Notice to all Subrecipients and Consultants."
3. The Subrecipient warrants and affirms that during the term of the contract with NJ Transit no gratuities or other inducements have been offered or given or will be offered or given in any form including gifts, gratuities, benefits, inducements, meals (other than *de minimis* valued snacks such as coffee, tea, soda, pretzels, cookies, or similar non-meal items), entertainment, or any other thing of value or favors of any kind to any member of NJ Transit's board of Directors, officer or employee of NJ Transit, except as Subrecipient has heretofore disclosed to NJ Transit.
4. The Subrecipient warrants and affirms that during the term of the contract with NJ Transit, the Subrecipient has not and will not make any offers of employment to any NJ Transit officer or employee directly involved with this contract of solicit or interview therefore, directly or indirectly, without first seeking and obtaining written approval from NJ Transit's Ethics Liaison Officer.
5. The Subrecipient warrants and affirms that it has promptly reported in writing to NJ Transit, and, that in the future, it shall so report to NJ Transit every instance that comes except as Subrecipient has heretofore disclosed to NJ Transit, to the Subrecipient's attention and knowledge regarding any member of NJ Transit's Board of Directors, officer or employee of NJ Transit who has, during the term of the contract between NJ Transit and the Subrecipient, solicited or asked Subrecipient to provide gifts, gratuities, benefits, inducements, meals (other than *de minimis* valued snacks such as coffee, tea, soda, pretzels, cookies, or similar non-meal items), entertainment or any other thing of value or favors of any kind or has made any solicitation or request, directly or indirectly, for employment with or through the Subrecipient.
6. The Subrecipient acknowledges and accepts that for breach or violation of the foregoing warranties and affirmations, NJ Transit shall have the discretion and legal right to terminate the contract between the Subrecipient and NJ Transit without any fee, cost, assessment, liability or penalty of any kind and NJ Transit has the right to take any other action permitted or required by law.

(Print Name of Subrecipient)

Frank Ruocco

(Signature of Authorized Principal or Officer)

*Frank C. Ruocco*

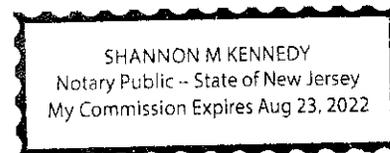
(Print Name and Title of Signator)

Frank Ruocco (owner)

Sworn to and subscribed to before me, this 28<sup>th</sup> day of November, 2016.

*Shannon Kennedy*

Notary Public



Suspension and Debarment Certificate

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

- (1) It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,
- (2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:

a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:

- (1) Debarred,
- (2) Suspended,
- (3) Proposed for debarment,
- (4) Declared ineligible,
- (5) Voluntarily excluded, or
- (6) Disqualified,

b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:

- (1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
- (2) Violation of any Federal or State antitrust statute, or
- (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,

c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,

d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,

e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,

f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:

- (1) Equals or exceeds \$25,000,
- (2) Is for audit services, or
- (3) Requires the consent of a Federal official, and

g. It will require that each covered lower tier contractor and subcontractor:

- (1) Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
- (2) Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:

- a. Debarred from participation in its federally funded Project,
- b. Suspended from participation in its federally funded Project,
- c. Proposed for debarment from participation in its federally funded Project,
- d. Declared ineligible to participate in its federally funded Project,
- e. Voluntarily excluded from participation in its federally funded Project, or
- f. Disqualified from participation in its federally funded Project, and

3. It will provide a written explanation as indicated on a page attached in FTA's TEAM-Web or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Contractor Cumberland County Jetney LLC

Signature of Authorized Official Frank C. Ruocco

Date 11/28/18

Name and Title of Contractor's Authorized Officer  
Frank C. Ruocco / owner

**PD-18-070**  
**SPECIFICATIONS FOR SUPPLYING SPECIFIC BUS**  
**TRANSPORTATION SERVICES FOR THE COUNTY OF GLOUCESTER**  
**DIVISION OF TRANSPORTATION SERVICES**

The County of Gloucester is seeking bids for transportation starting tentatively January, 2019 and continuing for two (2) years. The attached contract requirements are the basis for which all bidders must adhere to. Also attached are the individuals to be transported and wheelchair/special requirements for pick-up and delivery of consumers. Bids must specify a rate per day (per diem) for each route (for award of as many as four routes or as little as one route, to be determined upon receipt of bids). Four individual route listings are attached for bid. Gloucester County would have the option of accepting none, one, two, three or all four route bids. In the event adequate bids are not received, the bidding process will be repeated.

Bidders are to structure routes to best utilize their equipment and minimize traveling time to consumers so as not to exceed the one and one half hour time limit specified. Per day, per route rates are to be provided for all routes.

Bid packages may be picked up at the Gloucester County Purchasing Department, 2 South Broad Street, Woodbury, NJ 08096. Sealed bids must be returned no later than the date specified within the bid package by the Gloucester County Purchasing Department. No bids will be accepted after the due date and time.

**The County of Gloucester Transportation Contract**

**General Transportation Specifications:**

The Contractor will provide transportation services for the County of Gloucester, Division of Transportation Services, (hereinafter referred to as "County") to consumers receiving dialysis treatment in Gloucester County. Consumers will be transported from their homes or place of departure to their assigned Dialysis Center for 10:00 am and picked up at 2pm to transport to their home for three out of the four routes. The fourth route should pick up dialysis clients from their homes to their assigned dialysis center Monday, Wednesday and Friday for 10:30am and picked up at the assigned dialysis center to return home at 3pm. Transport will occur five (5) days per week, Monday through Friday, except for scheduled holidays (see Attachment A), planned closings and emergency closings.

The County will provide a list of consumers and home or place of departure addresses going to and from each sheltered workshop (see Attachment B). The County reserves the right to add or change a route should the need occur.

The successful Contractor agrees to consult with a designated representative of the County regarding routing and pick-up times so that these vehicles may be utilized with maximum efficiency consistent with the programs at the sheltered workshop. It is necessary that individuals arrive to their program at their scheduled work time, and will be picked up at the agreed upon time to depart for home or place of departure at the end of their day.

The Contractor will be provided with the names and addresses of consumers for each route. Should the number of consumers increase or drop from the number listed on Attachment B, the rate of increase or reduction should be based upon time added/saved to the route and agreed to by the County and the Contractor.

Except in the event of an emergency placement situation that requires immediate transportation, the Contractor will place new individuals on routes and accommodate individual's change of placement with 72 hours' notice.

Each vehicle will be equipped with reflectors, first aid kit, seat belt cutters, and a fire extinguisher that is to be updated yearly. Vehicles are also to be equipped with latex gloves and cleaning items; such as, paper towels, antibacterial solutions, cleaning solutions, etc. All interiors of the vehicles are to be cleaned and free of debris on a daily basis.

All maintenance and replacement components will meet or exceed manufacturers' recommendations.

All vehicles operated under this contract are to be available for immediate inspection by an authorized representative of the County.\*Option to use County owned vehicles, **see attachment**.

The Contractor will provide the County with a telephone number that is answered during route operation by an employee familiar with the routes and the rules and procedures regarding this contract agreement.

All Contractors will comply with the laws, rules and procedures of the State of New Jersey pertaining to transportation as they now exist or may become effective during the term of the contract.

Transportation equipment will meet all applicable Federal and State requirements governing transportation.

### **Insurance Requirements**

The Contractor must provide business auto and general liability insurance coverage with minimum limits of \$2,000,000 for each occurrence and with maximum aggregate limits of \$5,000,000 written by an insurance carrier admitted to do business in New Jersey. "Cash-flow", large deductible or self-insured mechanisms are prohibited without the express, advance approval of the County. A certificate of insurance, evidencing all of the coverage described herein and below, must be submitted to the County at least two weeks prior to commencement of each annual contract term. Failure to provide the certificate will be a breach of the contract and grounds for unilateral contract termination by the County.

The Contractor will hold the County and NJ Transit harmless, indemnify it and defend it from any and all claims and suits arising out of their transportation of the consumers or the performance of this contract.

The Contractor will purchase optional commercial Personal Injury Protection coverage providing for a least \$250,000 in medical benefits for the benefit of passengers who are to be transported by the Contractor. Proof of same will be submitted to the County prior to the inception of the contract and annually thereafter at

least two weeks before the renewal of the agreement.

The County will be added to the Contractor's general liability and business auto policies as an "additional insured", and the Contractor's policies will be endorsed to provide that the Contractor's coverage will be primary to and not concurrent with the County's coverage in the event of a loss arising out of the performance of this contract. Copies of the endorsements, evidencing that the County has been made an additional insured and that the Contractor's policy is designated as the primary coverage, will be provided to the County for their review and approval prior to the inception of the contract and annually thereafter at least two weeks before the renewal of this agreement.

### **Vehicle Requirements**

All vehicles must be air-conditioned.

All vehicles must have communication capabilities at all times, preferably by two-way radios.

All vehicles must be currently inspected and meet all safety requirements.

All vehicles must be equipped with safety equipment as required by the County of Gloucester, Division of Transportation under the Department of Human Services.

If needed, the vehicle must be able to accommodate at least two (2) wheelchair positions.

Vehicle must have a passenger capacity of at least 18 passengers.

### **\*Use of County-owned Vehicles**

#### Fleet-(County-owned)

The County will provide the Contractor, through Lease, with no fewer than four vehicles (4) but no more than six (6) varying sized County-owned vehicles. The County-owned vehicles listed are not to be used by the Contractor for any administrative or personal use.

All County supplied vehicles shall be equipped with a first-aid kit, approved fire extinguisher, Hazardous Spill Kit, and emergency reflective triangle. The County Division of Transportation will restock all items as needed when informed by the Contractor via daily pre-trip reports, at the Contractor's expense.

County supplied vehicles will be equipped with an operating two-way radio; tablet and each vehicle will have four cameras. Radios shall not be used by drivers for personal conversations. The Contractor is responsible for insuring that all radio, camera and Tablet equipment remains operable. It will be the Contractor's responsibility to replace any radio, camera and Tablet equipment that becomes inoperable through other than fair wear and tear. The County will replace radio, camera and Tablet equipment that becomes inoperable through fair wear and tear.

The County's Fleet Management evaluates all County vehicles. The County will evaluate vehicles for replacement throughout the course of the contract. Replacement of fleet vehicles will be upon recommendation of Fleet Management, based on vehicle condition. The Contractor should be aware that the total vehicles available for daily use might fluctuate depending upon maintenance and service requirements.

#### Storage

The county provides adequate parking for all County-owned vehicles at the County Public Works located at 1200 N. Delsea Drive, Clayton, NJ. All vehicles will be stored there overnight. No vehicle will be permitted to be stored elsewhere. The county reserves the right to designate the appropriate park out location for each route.

#### Accidents/Incidents/Damage to Vehicles

Any reported damage to property, commercial and/or residential (e.g. stores, financial establishments, private property, etc.) will be repaired by the Contractor at the Contractor's sole cost and responsibility.

The Contractor must record and report by phone, all accidents and incidents to the County Division of Transportation Services within a reasonable time within the occurrence. If accident or incident occurs after the Division of Transportation Services closes or is closed for the day, the Supervising Omnibus Operator or designee must be contacted directly. Failure to comply may result in a penalty for non-compliance.

Should a vehicle be involved in an accident (minor or major), the County will arrange for repair of the vehicle

at the Contractor's sole financial responsibility. The Contractor will be responsible for any damages caused to any third party or property as a result of an accident. The Contractor may not conduct or arrange for any repairs or replacement of parts without specific written approval of the Division of Transportation Services. Fleet Management will bill the Contractor, for repairs made to County-owned vehicles or third party property.

The Contractor shall insure that upon a vehicle being in an accident, the driver will be tested for drug and alcohol according to County Policy and DOT regulations. The Contractor will be responsible for transporting the driver via a contractor owned vehicle. The Contractor's drug and alcohol policy shall be equal to or more stringent than that of the County. Failure to do so may result in a penalty.

There will be a penalty of \$100.00 per day for non-compliance if there is a violation in Accidents/Incidents/Damage to Vehicles, Maintenance & Repairs Section of the bid.

#### Fuel

The County of Gloucester shall provide fueling services for the vehicle fleet supplied by the County. The fueling services will include only those vehicles listed on the vehicle inventory. See Attachment

#### Maintenance and Repairs

The County will be responsible for all regular ongoing maintenance of county-owned vehicles. The County will follow, at a minimum, the suggested Manufacturer's Recommended Preventive Maintenance Schedule for each vehicle.

The Contractor is responsible for notifying Fleet Management personnel whenever the vehicle is not operating properly or when any component of the vehicle is malfunctioning, whether it be identified by warning light or driver identified. The Contractor will further notify the Fleet Management when the vehicle has reached the mileage threshold for routine maintenance. Routine maintenance items that can be addressed by the County during downtime periods should be scheduled with Fleet Management at the Clayton Yard.

When a vehicle becomes inoperable or unfit for passenger use during the provision of service, the Contractor is responsible for insuring that passengers continue to their designation in a timely fashion. Upon continuation of the passenger to their destinations, the Contractor will be responsible for contracting Fleet Management services for direction. If Fleet Management staff is not available or vehicle becomes inoperable after normal County working hours, the Contractor shall have the vehicle towed to the Clayton facility in Clayton by the towing identified by the County. Failure to follow procedure might result in a penalty and the Contractor will assume full cost of the tow.

The Contractor is responsible for the performance of daily vehicle inspections and the completion of daily pre-trip and post-trip inspection forms provided by the Contractor and approved by the County. If fluids are low, it is the responsibility of the driver to bring the vehicle to Fleet Management to have fluids added. Failure to perform daily pre-trip and post-trip inspections might result in a penalty. The County reserves the right to make modifications according to county needs.

The Contractor is responsible for ensuring that all County-owned vehicles remain in proper working condition by notifying Fleet Management of any issues or problems during the same service day and arranging with Fleet Management for repair. The Contractor must report to Fleet Management any vehicle malfunctions, which might inhibit proper completion of scheduled runs, or which may make vehicle hazardous to operate immediately.

County Division of Transportation **must** be notified of any vehicle repair issues.

Any mechanical/operational problems, such as non-functioning heating and air-conditioning, and any exterior or interior damage must be reported to Fleet Management personnel. *Failure to notify Fleet Management of any mechanical issues and exterior or interior damage to a vehicle within a reasonable amount of time might result in a penalty per incident.* Failure to maintain proper fluid levels resulting in damage to vehicle will be repaired at sole cost of the Contractor.

Should any county-owned vehicle sustain damage as a result of Contractor's failure to plug in vehicle battery during cold weather months, the Contractor will be responsible for all costs incurred by Fleet Management for replacement parts and/or repairs.

#### **Vehicle Cleanliness and Appearance**

## **The Contractor is responsible for the interior and exterior cleaning of all vehicles**

### **Personnel Requirements**

#### **Drivers/Aides**

- A criminal background check is required for drivers and aides.
- All drivers must have current New Jersey Bus Commercial Driver's License, Class B or C, with a passenger endorsement, and Contractor obligation to confirm this on an on-going basis.
- Contractor must have a Drug and Alcohol Policy that meets the requirement of the Federal Transit Administration.
- The County will provide training opportunities for the employees of the Contractor. The County will absorb the cost of actual training. However, actual training time for drivers is to be at the expense of the Contractor. The County reserves the right to require re-training of any driver.
- The County reserves the right to request another driver for reasonable cause, such as, but not limited to, demonstrating poor driving skills or inappropriate respect and rapport with the consumers.
- No consumer can be removed from a bus route and/or refused transportation without written consent from the County.
- Information regarding individuals, families and consumers must be kept in confidence by Contractor and all employees.
- Drivers (or aides) must assist consumers with seat belts and usage, and on and off the bus. All consumers must always be belted while transported.
- No smoking permitted while consumers are on the vehicles.
- Contractor must have a Drug and Alcohol Policy that meets the requirements of the Federal Motor Coach Standards.
- All drivers should be Passenger Service and Safety (PASS) Certified. New employees should be certified within three (3) months of their employment.
- All drivers must be properly trained in the operation of a wheelchair lift and motorized devices securement.

### **Accounting Requirements**

The Contractor will submit bills on a monthly basis. Bill must specify the charge by route and sheltered workshop. Monthly bills must reflect only the total number of days services were provided.

The County will pay properly-submitted bills for charges pursuant to this contract within forty-five (45) days of receipt.

### **Inclement Weather**

The County requires one (1) hour (before first pick-up time) notification of cancellation of transportation services due to inclement weather conditions. Notification of families and/or caregivers will be the responsibility of the Contractor following consultation with the County. In the event of an early close at a facility, the Contractor will be given a one (1) hour notification, and contractor will have the transportation ready for pick-up or drop-off.

### **Contract Period**

The contract period shall be for two (2) years with an option for two (2) one (1) year extensions or one (1) two (2) year extension starting tentatively January 1, 2019.

### **Compensation**

Compensation will be established in accordance with the bids received. The bids must include a rate per day for the number of consumers listed on the Listing of Passenger Addresses. The maximum number of days per contract period for pick-up or drop-off is expected to be 250 days annually.

**Funding**

The contract is subject to the availability of federal and state funding. An interruption, decrease or loss in funding to the County will nullify and void the contract and/or require re-negotiation. A thirty (30) day written notice will be given if possible, to the Contractor.

**County Holidays**

The following is the schedule of approved holidays that will be observed by the Division of Transportation Services for the year 2019:

New Year's Day	Tuesday	January 1, 2019
Martin Luther King Jr. Day	Monday	January 21
President's Day	Monday	February 18
Good Friday	Friday	April 19
Memorial Day	Monday	May 27
Independence Day	Thursday	
Labor Day	Monday	September 2
Columbus Day	Monday	October 14
Election Day	Tuesday	November 5
Veterans Day	Monday	November 11
Thanksgiving	Thursday	November 28
	Friday	November 29
Christmas	Wednesday	December 25

**Listing of passenger addresses**

County of Gloucester Bus Proposal 2018 - 2020

Dialysis Center: Jefferson/Kennedy Dialysis Center, **Run # 1- Group #I (MWF)**  
 Address: 4990, 300 Medical Center Drive, Sewell, NJ 08080      Number of Lifts: 1  
 Arrival: 10:00 a.m.      Total # of Consumers on This Run: 4  
 Departure: 2:00 p.m.

NAME/DESTINATION	ADDRESS	PHONE	WHEELCHAIR
JEFFERSON/KENNEDY	55 NEDDESBORO RD Monroeville, NJ 08343	732-681-1100	NO
JEFFERSON/KENNEDY	2111 W. Main Road, Rt 130 Franklinville NJ 08322	732-681-1100	NO
JEFFERSON/KENNEDY	111 N. Elm Drive Williamstown, NJ 08094	732-681-1100	NO
JEFFERSON/KENNEDY	611 N. Elm Ave Blackwood, NJ 08012	732-681-1100	YES

**Listing of passenger addresses**

County of Gloucester Bus Proposal 2018 - 2020

Dialysis Center: Jefferson/Kennedy Dialysis Center      **Run # 2-Group # II (MWF)**

Address: 4990, 300 Medical Center Drive, Sewell NJ 08080

Number of Lifts: 2

Arrival: 10:00 a.m.

Total # of Consumers on This Run: 4

Departure: 2:00 p.m.

NAME/DESTINATION	ADDRESS	PHONE	WHEEL CHAIR
JEFFERSON/KENNEDY	300 Medical Center Drive Clayton, NJ 08312	856-833-1122	Provided
JEFFERSON/KENNEDY	250 New Street Clayton, NJ 08312	856-833-1122	"
JEFFERSON/KENNEDY	2400 Jeffrey Ave Sewell, NJ 08080	856-833-1122	YES "
JEFFERSON/KENNEDY	2400 Jeffrey Ave Sewell, NJ 08080	856-833-1122	NO "

**Listing of passenger addresses**

County of Gloucester Bus Proposal 2018 - 2020

Dialysis Center: Jefferson/Kennedy Dialysis Center, **Run # 3-Group # III (Tuesday and Thursday)**

Address: 4990, 300 Medical Center Drive, Sewell, NJ 08080 Number of Lifts: 1

Arrival: 10:00 a.m.

Total # of Consumers on This Run: 4

Departure: 2:00 p.m.

NAME/DESTINATION	ADDRESS	PHONE	WHEELCHAIR
JEFFERSON/KENNEDY	300 Medical Rd, RT 138 Monroeville, NJ ONLY	856-833-1122	Provided
JEFFERSON/KENNEDY	2700 Mon Ave Williamstown, NJ 08094	856-833-1122	" " NO
JEFFERSON/KENNEDY	2700 Blyden Place Williamstown, NJ 08094	856-833-1122	" " NO
JEFFERSON/KENNEDY	2400 Jeffrey Drive Williamstown, NJ 08094	856-833-1122	" " NO
JEFFERSON/KENNEDY	2400 Jeffrey Wood Barnsboro Sewell, NJ 08080	856-833-1122	YES

County of Gloucester Bus Proposal 2018 - 2020

Dialysis Center: Fresenius Dialysis , **Run # 4-Group # IV (MWF)**

Address: 879 Paulsboro Road, Swedesboro, NJ 08085 Number of Lifts: 0

Arrival: 10:30 a.m.

Total # of Consumers On This Run: 5

Departure: 3:00 p.m.

NAME/DESTINATION	ADDRESS	PHONE	WHEEL CHAIR
FRESENIUS DISTRICT	119 Xmas Lane Mullica Hill, NJ	856 678 1111	Provided ONLY
FRESENIUS DISTRICT	179 Paulsboro Road Swedesboro, NJ	856 885 1111	" NO "
FRESENIUS DISTRICT	121 Kings Ave Paulsboro, NJ	856 866 1111	" NO "
FRESENIUS DISTRICT	120 Yarnsmpson Ave Gibbstown, NJ	856 827 1111	" NO "
FRESENIUS DISTRICT	105 Broad Street Woodbury, NJ	856 896 1111	" NO "
FRESENIUS DISTRICT	111 Schild Court West Deptford, NJ	856 896 1111	" NO "

TO THE BOARD OF CHOSEN FREEHOLDERS  
OF THE COUNTY OF GLOUCESTER

FREEHOLDERS:

THE UNDERSIGNED HEREBY DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE SPECIFICATIONS AND PROPOSAL FORM FOR THE ABOVE TRANSPORTATION, FOR WHICH BIDS WILL BE OPENED AND READ IN PUBLIC ON THE DATE ADVERTISED IN THE NEWSPAPER IN THE PURCHASING DEPARTMENT 3<sup>rd</sup> FLOOR COUNTY ADMINISTRATION BUILDING, 2 SOUTH BROAD STREET, WOODBURY, NJ 08096.

THE BIDDER FURTHER DECLARES THAT HE/SHE WILL CONTRACT WITH THE COUNTY OF GLOUCESTER TO FURNISH THE REQUIRED ITEM IN ACCORDANCE WITH THE PRESCRIBED SPECIFICATIONS AT THE PRICES OFFERED BELOW.

PER DIEM RATE:

RUN	PRICE	PRICE W/COUNTY VEHICLE
GROUP I	\$ 288	\$
GROUP II	\$ 288	\$
GROUP III	\$ 288	\$
GROUP IV	\$ 300	\$

TOTAL PER DIEM PRICE IF ALL ROUTES AWARDED TO ONE VENDOR

\$ 876    288    876    288    876  
MON    TUE    WED    THU    FRI

Vendors are reminded that Gloucester County reserves the option to secure a contract with the lowest responsible bidder for one bus route, two bus routes, three bus routes, or all four bus routes based upon the bid price and available funding. In addition, Gloucester County reserves the right to decline all bids placed herein.

VARIATIONS: All jitneys are 13-passenger + driver

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SIGNATURE PAGE

SIGNED: Frank C Ruocco COMPANY: Comberland County  
Jitney LLC

NAME: Frank C Ruocco ADDRESS: 18 Cecile Dr  
(PRINTED OR TYPED) Millville, NJ 08332

TITLE: owner/operator TELE #: 609-742-4502

DATE: 11/28/18 FAX #: \_\_\_\_\_

EMAIL ADDRESS: CCJitney@gmail.com

web: CCJitney.com