CONTRACT AWARD

AB2023-11 BUS OPERATOR FOR THE ROUTE 130 TRANSPORTATION EXPANSION FOR THE COUNTY OF MERCER- ARPA

RESOLUTION #: 2023-340

CONTRACT TERM: APRIL 29, 2023 - DECEMBER 31, 2024

NAME OF BIDDER	STARR TRANSIT CO, INC.
ADDRESS	2531 EAST STATE STREET EXT
CITY, STATE, ZIP	HAMILTON, NJ 08619
CONTACT	PETER BOROWSKY
TELEPHONE	609-584-1764
FAX	N/A
EMAIL	PBOROWSKY@STARRTOURS.COM
nj savi designation	N/A

COST PROPOSAL FORM STARR TRANSIT					
Year	Bid Price Per Mile	Multiply by No of Miles Annually (329 MILES EACH WEEKDAY)	Totals		
APRIL 2023-DECEMBER 2023	\$ 3.70	62,510	\$ 231,287.00		
JANUARY 2024-DECEMBER 2024	\$ 4.16	83,566	\$ 347,634.56		
		GRAND TOTAL	\$ 578,921.56		

COUNTY	OF	MERCER,	NEW	JERSEY

RESOLUTION NO. 2023-340

Approved as to Form and Legality	Date
County Counsel	April 27, 2023

AWARD OF BID RECEIVED MARCH 30,2023 TO STARR TRANSIT CO, INC., FOR A BUS OPERATOR FOR THE ROUTE 130 TRANSPORTATION EXPANSION FOR THE COUNTY OF MERCER. PERIOD: APRIL 29, 2023 THROUGH DECEMBER 31, 2024. TOTAL AMOUNT NOT TO EXCEED: \$578,921.56 (AB2023-11)

WHEREAS, the Mercer County Purchasing Department has advertised for bids for a bus operator for the Route 130 Transportation Expansion for the County of Mercer, through bid terms and specifications, as provided by law; and,

WHEREAS, this project is being funded by the American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds" (CSLFRF) awarded to the County of Mercer as permitted by the U.S. Department of the Treasury ("Treasury"); and,

Clerk to the Board

			_	-	REC	COR	D OF VOTE						
COMMISSIONERS	Aye	Nay	N.V.	Abs.	Res.	Sec.	COMMISSIONERS	Aye	Nay	N.V.	Abs	Res	Sec.
Cimino				X			Melker				V		544
Frisby	X				/		Stokes	V			_		
Lewis	X						Walter	1					~
McLaughlin	X							X					
	, -		ndicat s.—Re				—Absent N.V Sec.—Resoluti		ot Vot				

WHEREAS, three (3) separate sealed bids were received on March 30,2023 in connection with the aforementioned services; and,

WHEREAS, the bidder hereinafter designated is the lowest qualified bidder; and,

WHEREAS, the bid of Starr Transit Co., Inc., 2531 East State Street Extension, Hamilton, NJ 08619 shall be awarded for the period of April 29,2023 through December 31,2024 in the total amount not to exceed of \$578,921.56; and,

WHEREAS, the Temporary Chief Financial Officer of Mercer County has certified in writing the availability of funds for the purposes set forth in this Resolution; said certification is on file with the Clerk to the Board and such funds are contingent upon inclusion in and adoption of the 2023 and 2024 Mercer County Budgets; now, therefore;

BE IT RESOLVED, that the County Executive and Clerk to the Board are hereby authorized to execute said contract when presented in a form approved by County Counsel; and,

BE IT FURTHER RESOLVED, that the Clerk to the Board shall forward a copy of this Resolution to the Director of Economic and Development and the Mercer County Purchasing Agent for further distribution.

Lerlene N. Werthy
Clerk to the Board

3.0 SCOPE OF SERVICES AND RESPONSIBILITIES OF CONTRACTED SERVICE PROVIDER

3.1 PROJECT OVERVIEW

As a recipient of the "American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds" (CSLFRF), the County of Mercer is seeking to use a portion of this assistance to both (1) add additional stops further along Route 130 in an expanding regional job center hub and (2) provide additional services times that help to cover the odd hours covered by shift work. Specifically, Under the CSLFRF, the County is permitted to direct these recovery dollars to assist in the economic recovery of disadvantaged communities from the impacts of the COVID-19 Pandemic. Mercer County has approved the procurement of provider(s) per the following parameters.

3.2 ABOUT THE ROUTE 130 TRANSPORTATION EXPANSION

The existing Route 130 Connection is funded mainly via the Job Access and Reverse Commute (JARC) program; which was established to address the unique transportation challenges faced by welfare recipients and low-income persons seeking to obtain and maintain employment. Many new entry-level jobs are located in suburban areas, and low-income individuals have difficulty accessing these jobs from their inner city, urban, or rural neighborhoods. In addition, many entry level-jobs require working late at night or on weekends when conventional transit services are either reduced or non-existent. Finally, many employment related-trips are complex and involve multiple destinations including reaching childcare facilities or other services¹.

The Route 130 Connection bus provides job-seeking Mercer County residents a safe and reliable transportation system to the employers along the Rt 130 Corridor. The goal of the Route 130 Connection bus is to improve access to employment and employment-related activities and to transport residents of both urban and nonurban areas to suburban employment opportunities. This service is available to Work First New Jersey (WFNJ) customers, eligible low-income individuals, senior citizens, residents with disabilities, and the general public.

This expansion will serve identified additional needs that are not currently funded by the following funding sources: NJ Transit/JARC, Mercer County, commercial business contributions and fares. ARPA funds will be used to start the additional service runs and stops. The current NJ JARC has enabled hundreds of lower income job seekers the opportunity to access jobs through employment sites along the Route 130 corridor and warehouse districts. JARC accesses employment sites at Mercer County Community College, the Hamilton Marketplace, Home Depot (Hamilton and East Windsor locations), Hamilton Gardens, South Gold Industrial Park, Lenox, Costco, Barnes & Noble and Windsor Heights Shopping Center. The Route 130 JARC shuttle also provides linkage to the "Z" Line which is an express run to Amazon and the Northeast Business Park in Robbinsville. In Trenton and Hightstown, only 63% of the population are car owners and for those without personal vehicles, the JARC service allows them to get to the employers and not be dependent on taxi/Uber services.

The expansion would serve the existing warehouse route, UPS, Wakefern, and those located on Cranbury-Hightstown Rd and Station Rd, such as Wayfair/Volkswagen and Amazon Cranbury. Based on the shift schedules from several major employers, this new expansion would have various runs and add one more bus. The drive time would take a maximum of one hour from Trenton Transit to Wakefern and would take less time based on the number of stops on that particular run and time of day.

https://www.transit.dot.gov/funding/grants/grant-programs/job-access-and-reverse-commute-program-5316

Route 130 Data (from the Greater Mercer Transportation Management Authority (TMA)):

An estimated 6,970 Mercer residents work in a warehouse². According to the NJ DOL the warehouse sector was expected to grow 42% from 2018 through 2026. That follows a 103% growth from 2015 to 2018. If we assume that only half of that growth took place, there would be over 8,400 Mercer residents working at warehouse jobs. Employee data from one major warehouse along the Route 130 Connection route showed 16% of employees were from Trenton.

- From June 2021 through June 2022 there was an average of 361 trips/week given to Mercer County residents on the Route 130 Connection. This represents weekday rides only. Ridership has been recovering from the drop during COVID-19 pandemic. Ridership from July 2022 through September 2022 exceeded the quarterly ridership reported from the previous four quarters.
- From June 2021 through May 2022 a total of 17,614 weekday rides were provided to Mercer County residents on the Route 130 Connection
- Responses from an onboard survey that was conducted on the Route 130 Connection in 2018 showed the following for trip purpose: (44 responses)
 - o 76% work
 - o 12% school
 - o 5% recreation
 - o 5% visit family
 - o 2% medical
- Estimated that close to 98% of all rides are for Mercer County residents. Most likely the nonresidents are people getting on at Hamilton Station in the morning.

Advertisement of the Route 130 Transportation Expansion will be provided as follows:

- Notices and new bus route flyers provided to the business destinations to hand out to employees and have available for customers, as applicable.
- Notices and flyers provided within the buses serving the route
- Notices at Trenton HUBs and other residential centers
- Promotion through the One Stop and MCBOSS
- The service extension will be added to the existing Route 130 Connection route on Google through GTFS

3.3 COUNTY RESPONSIBILITIES

The County of Mercer is the recipient of public funding provided under the U.S. Department of Treasury's Coronavirus State and Local Fiscal Recovery Funds (SLFRF). Therefore, the County will assume specific administrative and monitoring functions related to the Route 130 Transportation Expansion as described below:

- **3.3.1** The County will administer all agency contracts, monitoring of the service, and submitting reports to the Department of Treasury, NJ Transit and local agents, as needed.
- **3.3.2** Marketing and publicity will be the responsibility of the County; however, the Operator shall be required to cooperate to the fullest extent practical.
- **3.3.3** The County has established the fare structure for the transit system will be \$1.00 for each one-way trip or at no cost to customers who present a valid WFNJ work pass provided by Mercer County Board of Social Services. The County reserves the right to alter the fare structure at any point during the term of the contract.

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² 2018 American Community Survey estimates

- **3.3.4** The County of Mercer reserves the right and has the authority to oversee the Operator's performance and make temporary adjustments to time schedules or routes due to weather conditions, special events, and/or other circumstances.
- **3.3.5** The County of Mercer reserves the right to make permanent changes to routes as may be necessary to meet new employment opportunities. Operator management will be informed and receive outlined changes in writing.
- **3.3.6** Cancellation of service due to inclement weather is to be determined by the transit vendor based on customer safety and notification must be provided to the Mercer County Office of Economic Development and the Greater Mercer TMA.
- **3.3.7** Any circumstances that affect ridership, including incidents, complaints, and accidents, shall be reported immediately to the County by calling (609) 989-6555 and GMTMA at (609) 452-1491.

3.4 METHOD OF PAYMENT

The Contractor shall provide Mercer County Office of Economic Development (OED) with a monthly invoice via the GrantWorks Reporting Portal, incorporating information from daily logs and ridership reports, prior to the 7th of each month. The information to be included on the monthly billing will include, the original log sheets from daily runs with passenger ridership, number of runs, any missed runs, actual vehicle miles logged, and any other information Mercer County OED may require for reporting and monitoring. Failure to conform to this procedure may result in the delay or denial of payment. Please note reimbursement for payment will take between 6-8 weeks.

3.5 OPERATOR RESPONSIBILITIES & SERVICE STANDARDS

The Operator shall provide the service outlined in this section in a safe, careful, efficient, clean, and courteous manner. The Operator shall maintain the routes and schedules outlined in *Image A: Route 130 Transportation Expansion Schedule* with an average on-time performance of no less than ninety percent (90%) for the trips observed over any 30 consecutive days. Mercer County reserves the right to conduct spot checks of the Operator in order to determine on-time performance by the Operator. For the purposes of on-time performance, a bus will be considered not on time and therefore "off schedule" if it departs any scheduled time point prior to, or five (5) OR MORE minutes after its schedule departure time. Also, a bus shall be considered "off schedule" if a scheduled trip is commenced, but not completed. In computing the percentage of on-time performance, only those buses operated by the Operator which are "off-schedule" as a result of fires, strikes, storm conditions (or other acts of nature), road accidents or detours, or other circumstances which cannot be reasonably anticipated, and are beyond the control of the Operator, shall be excluded from this calculation.

In the event that Mercer County determines that there are deficiencies in on-time performance in the service provided, Mercer County will give notice in writing of such deficiencies to the Operator. Upon receipt of such notice the Operator will remedy all of the deficiencies within five (5) business days to Mercer County's satisfaction. The Operator is required to respond in writing outlining as to the cause for the reported problem and the remedy that will be instituted.

The Operator shall report to Mercer County by the 10th day of each month all bus trips in the prior calendar month which operated "off schedule" along with the reasons why the trips were off schedule. If requested by the OED, the Operator shall submit to within seven (7) calendar days of the request, copies of reports, daily records and other operational data showing all buses that operated off schedule and the reasons therefore. Continued problems with off schedule or missed trips may result in the cancellation of this contract.

3.6 OPERATOR RESPONSIBILITIES

The Operator shall have complete control over the employment of all personnel required to provide this service. The Operator will ensure that all bus drivers meet the following qualifications:

- 1. Every driver shall have the appropriate class of Commercial Driver License with all proper endorsements, qualifying them to operate the vehicles outlined in this Agreement.
- 2. The Operator shall, prior to assignment on this contract and on an annual basis thereafter, perform a license record check on each individual through the NJ Motor Vehicle Commission, or from any other applicable state motor vehicle agency to ensure all qualifications are adhered to.
- 3. The Operator will hire, train, supervise and monitor the driver's performance on a regular basis.
- 4. The Operator shall provide each driver performing service under this contract with a copy of the Operator's written safety and operating rules. A copy of these rules shall also be provided to Mercer County.
- 5. Drivers must receive instruction in both safe and defensive driving skills and the Operator shall require its drivers to attend such training sessions at no additional cost or expense to the County.
- 6. The Operator shall perform periodic driver refresher training classes and the Operator will provide Mercer County a schedule for such refresher classes if requested.
- 7. All Drivers will receive training that will maximize their assistance to persons with disabilities and they must be able to provide the following:
 - Proper and safe use of lift equipped vehicles
 - Ability to accommodate advance reservations for deviated trips.
 - Ability to provide assistance to passengers with disabilities when requested or if necessary.
 - To announce all stops and major intersections loudly and clearly.
 - Must be courteous and helpful to all passengers at all times.
- 8. The Operator will ensure that all drivers meet the requirements of the "FTA Implementation Guidelines for Drug and Alcohol Testing, "Federal Motor Carrier Safety Administration (FMCSA) rule for employees who hold Commercial Driver's Licenses (49 CFR part 382)".
- 9. The Operator is required to perform drug and alcohol tests on drivers periodically as specified in the policy.

3.7 DRIVER DUTIES

- a. All drivers shall be clean and neat in appearance. Drivers must wear a uniform provided by the service operator.
- b. All drivers shall have proper identification displayed at all times while on duty.
- c. Identification must be printed in large enough type for Passengers to read the drivers name and ID number.
- d. All drivers utilized by the Operator in the operation of this service must be capable of speaking, reading, writing, and understanding the English language.
- e. A Neon colored safety vest must be available for the driver while on duty and in the event they have to exit the vehicle to assist a passenger.
- f. All drivers shall collect the Ridership data as outlined in the Bid (REPORTING REQUIREMENTS)
- g. All drivers shall meet the requirements of the "FTA Implementation Guidelines for Drug and Alcohol Testing, "Federal Motor Carrier Safety Administration (FMCSA) rule for employees who hold Commercial Driver's Licenses (49 CFR part 382)".
- h. Drivers are required to loudly and clearly announce all stops along the route.
- i. The use of tobacco, or tobacco-based or vaping products is strictly prohibited while the driver is operating the vehicle.
- j. The use of cell phones, texting, watching of videos, etc., is absolutely prohibited while the driver is operating the vehicle.
- k. There will be no solicitation or acceptance of tips.

3.7.1 Additional Driver Training For Reporting Requirements

The Operator will be responsible for instructing the drivers to complete daily trip sheet which includes the collection and proper recording of the following information as applicable:

- a. Adherence to scheduled bus stops to include Arrival and Departure times and beginning and ending time points and recording the number of runs
- b. Information on passenger statistics to include fares collected vs WFNJ Bus passes,
- c. Information on Ambulatory and Non-Ambulatory assistance i.e. wheelchair boarding's, and other information requested by Mercer County to meet its reporting requirements
- d. Collection of incident reports, complaint procedures, and accident logs
- e. On occasion the Operator will be required to assist the County with a brief survey to riders. This will entail handing out and collecting a one-page survey asking why they are utilizing this service

3.8 KEY PERSONNEL - NON-DRIVER

The Operator will need to provide an overview of the operation of this service in the Bid Narrative. The narrative will briefly detail the overall number of employees required to provide this service to include the number of supervisory staff, management personnel, and mechanics. The Operator should supply the names and qualifications for the following positions:

- **3.8.1** Project Manager and contact information the on-site individual responsible for the performance of all aspects of this service. This individual must have recent and relevant direct experience managing regularly scheduled, route deviation service or a transit service similar in scope and complexity, which is outlined in this proposal. This individual must be assigned on a full time basis to this service and should be available to answer questions from the OED if necessary.
- **3.8.2** Operations Supervisor: The person responsible for the performance of the fleet and will be authorized to make operational decisions in the Project Manager's absence. This individual must have recent and relevant direct experience managing service similar in scope and complexity to that which is outlined in this proposal.
- **3.8.3** Dispatcher(s): Must be familiar with all contractual and operational requirements relating to the provision of the service. A dispatcher must be available when the services outlined in the proposal are in operation and in the event a bus has a mechanical failure to send a replacement vehicle. Outline the safety training and communications equipment utilized in this service.
- **3.8.4** Road Supervisor/Trainer: The Operator must have qualified personnel in this position to train and maintain an adequate driving force. This person should also be able to perform road supervision and driver re-training. The Operator's Road Supervisors will monitor the performance of the contracted service with respect to schedule adherence, driver conformity to the requirements outlined in this Bid, and the Operator's rules and regulations. The Supervisor will also ensure driver adherence to the route in the specified service area, and incident and/or accident investigations. Supervisors will maintain a log book and will file reports of their findings. Such log books and reports will be made available to Mercer County during the term of the contract and for a period of five (5) years beyond termination of the contract. Road supervisory duties will include, but not be limited to, the following:
 - a. Oversee a formalized program of on-road, both planned and random, supervision and evaluation of driver performance.
 - b. Accident and incident investigation.
 - c. Operator's supervisor will be able to respond and handle passenger/driver disputes.
- **3.8.5** Mechanics: Must hold all licenses and certifications necessary for his/her duties in order to keep the vehicles used in this service in safe and efficient operating condition. Operator must have at least one Master mechanic and include certification. Operator in their proposal shall indicate how many mechanics they have to work on the Rt 130 buses and include a description on how the operator proposes to handle vehicle breakdowns.
- **3.8.6** Administrative/Clerical: Operator must have adequate full time administrative/clerical staff to provide support as required by the Agreement and to submit invoices and ridership reports as required.

3.9 PROPOSED SERVICE ROUTE - WEEKDAYS ONLY

Trenton	Hamilton	Hamilton	Hightstown	Amazon	Wayfair	River Rd	UPS
Transit Ctr	Rail Station	Marketplace	Mercer & Rodgers	Wayfair	Volkswagon	Prospect	Wakefern
2:00 AM			2:25 AM				2:50 AM
4:45 AM			5:15 AM		5:30 AM		
6:20 AM			6:50 AM	7:05 AM			
	8:40 AM	9:10 AM	9:30 AM		9:45 AM		
						8:45 AM 11:30	
10:45 AM			11:15 AM			AM	11:43 AM
12:40 PM			1:10 PM			1:25 PM	1:32 PM
3:35 PM			4:25 PM		4:35 PM		

6:05 PM

	Barnes &					Hamilto		Hamilto	
UPS	Noble	River Rd	Wayfair	Amazon	Hightstown	n	мссс	n	Trenton
					Mercer &	Marketpl		Rail	Transit
Wakefern	Noble	Prospect	Volkswagon	Wayfair	Rodgers	ace		Station	Ctr
3:10 AM		3:20 AM	3:30 AM		3:50 AM				4:20 AM
			5:30 AM		5:50 AM				6:20 AM
				7:10 AM	7:30 AM	7:50 AM		8:30 AM	
						10:00			
9:15 AM		9:25 AM			9:40 AM	AM			10:30 AM
						10:30			
			9:50 AM		10:10 AM	AM	10:50 AM		
				12:10		12:45			
11:43 AM	11:50 AM	11:55 AM	12:05 PM	PM	12:25 PM	PM			1:15 PM
1:32 PM	1:40 PM	1:45 PM							
			2:45 PM	2:50 PM	3:00 PM				3:30 PM
6:15 PM		6:25 PM		6:35 PM	6:45 PM				7:15 PM

Image A: Route 130 Transportation Expansion Schedule - for weekdays only - not adding weekend services.

3.10. BUS SERVICE SPECIFICATIONS AND REQUIREMENTS

3.10.1 BUS STOP SCHEDULE

Detail of the service both northbound and southbound is illustrated in the Route 130 Transportation Expansion bus schedule as per IMAGE A: ROUTE 130 TRANSPORTATION EXPANSION SCHEDULE (above). The bus stops under the Route 130 Connection Bus Service have been reviewed by the NJ Department of Transportation, Bureau of Traffic Safety and Engineering. The Mercer County OED reserves the right to make adjustments to this schedule by adding or deleting bus stops based on the bid price per mile and dependent on opening employment opportunities and/or ridership need. The OED will provide the Operator with written confirmation of any change. The service is aimed at accommodating weekday ridership for the early morning, late morning and mid-afternoon to early evening hours.

Service on Route 130 will be offered 5 days per week. Monday through Friday the service will be at full schedule with no Saturday or Sunday schedule. The vendor is to provide timely drop-off and pickup

service as stated on the bus schedule and only at the listed bus stops. No drop-offs or pick-ups are to be made at stops not listed in the bus schedule unless they have been approved by the Mercer OED. Flag stops are only permitted as long as it is safe to do so and where allowed by the local municipality.

3.10.2 RUN GUIDE & HOLIDAY SCHEDULES

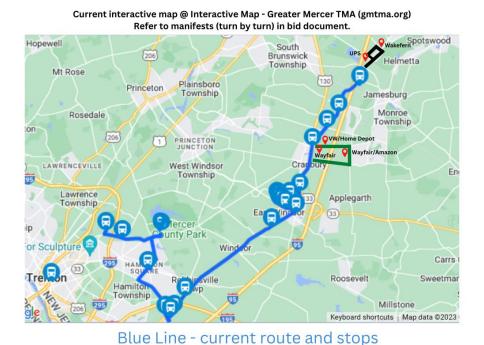
Mercer County requires that the schedules be operated as shown in the Bus Schedule, and that a proposed run guide be included as part of the proposal. The run guide should specify pull-in and pull-out time, deadhead, and total pay hours that are required to provide this service. The Operator shall not make any changes that will have the effect of reducing, expanding, restructuring or eliminating service in any manner except at the express written direction of Mercer County. Any major/minor service modification of a permanent nature may be implemented only by a written agreement signed by the Operator and the designated representative of Mercer County.

3.10.3 HOLIDAYS

The Route 130 Connection Bus Service does not operate on the following major holidays:

- New Year's Day
- Memorial Day
- 4th of July / Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

Route 130 Connection



Green Line - New stops at Wayfair, Amazon, VW & Home Depot Black Line - New stops at UPS and Wakefern

Image B: Route 130 Transportation Expansion Map

EXPRESS TRIP FROM TRENTON	EXPRESS TRIP FROM TRENTON	EXPRESS TRIP FROM TRENTON
 ✓ 1 BUS 2:00 AM NORTHBOUND C on Clinton to Raoul Wallenberg R on Raoul Wallenberg 	X 2 BUS 4:30 AM NORTHBOUND C on Clinton to Raoul Wallenberg R on Raoul Wallenberg	X 3 BUS 6:50 AM NORTHBOUND C on Clinton to Raoul Wallenberg R on Raoul Wallenberg Ave.to pickup/drop off drive in front of
Ave.to pickup/drop off drive in front of Trenton Transit Center U- turn back on to Raoul Wallenberg L on to Clinton R onto Hamilton Ave/CR 606 2nd L onto NJ 129 S/Canal Blvd NJ 29 S ramp to Interstate 195/Shore Points/Camden Merge onto NJ-29 S Continue onto I-195 E/Rt 129 S Exit 5B take ramp for Rt. 130 N to New Brunswick Rt 130 to Rt. 33 E/Mercer St. L on Rogers L on Stockton R on Rt. 130 R onto Old Cranbury Rd to Main L on Main to Rt 130 R on Cranbury/So. River Rd./535 L on Middlesex Center Blvd (stop across from UPS gate) 2:50 AM Continue on Middlesex Center BLvd. R on Davidson's Mill Rd. (stop across from Wakefern service Rd.) FOLLOW X1 SOUTHBOUND INSTRUCTIONS 3:10 AM	Ave.to pickup/drop off drive in front of Trenton Transit Center U- turn back on to Raoul Wallenberg L on to Clinton R onto Hamilton Ave/CR 606 2nd L onto NJ 129 S/Canal Blvd NJ 29 S ramp to Interstate 195/Shore Points/Camden Merge onto NJ-29 S Continue onto I-195 E/Rt 129 S Exit 5B take ramp for Rt. 130 N to New Brunswick Rt 130 to Rt. 33 E/Mercer St. L on Rogers L on Stockton R on Rt. 130 R onto Old Cranbury Rd to Main L on Main to Rt 130 R on Cranbury/So. River Rd./535 R onto Costco Way R onto Barnes and Noble Way- bear to the right, follow drive to front entrance. Circle back to exit	Trenton Transit Center U- turn back on to Raoul Wallenberg L on to Clinton R onto Hamilton Ave/CR 606 2nd L onto NJ 129 S/Canal Blvd NJ 29 S ramp to Interstate 195/Shore Points/Camden Merge onto NJ-29 S Continue onto I-195 E/Rt 129 S Exit 5B take ramp for Rt. 130 N to New Brunswick Rt 130 to Rt. 33 E/Mercer St. L on Rogers L on Stockton R on Rt. 130 R onto Old Cranbury Rd to Main L on Main to Rt 130 R on Cranbury/So. River Rd./535 R onto Costco Way R onto Barnes and Noble Way- bear to the right, follow drive to front entrance. 7:40 AM Circle back to exit

Image C: Drivers Manifests, cor	ntinued	
FROM 8A AREA	FROM 8A AREA	FROM 8A AREA
X 1 SOUTHBOUND – 3:10 AM	X 2 SOUTHBOUND – 5:20 AM	X 3 SOUTHBOUND – 7:40 AM
R on Cranbury/S.River Rd.	Exit Barnes Noble	L onto Costco Dr
L on Rt. 130 to Station Road	L onto Costco Dr	L onto Cranbury/So. River Rd./535
Continue on Station Road to	 L onto Cranbury/So. 	L onto Rt 130 – to Hightstown Cir.
Liberty Rd. 3:30 AM (stop	River Rd./535	L onto Main
far-side of intersection)	 L onto Rt 130 – 	R onto Town Center road
R on Cranbury	to Hightstown	R into shopping center road – Stop
Station/Hightstown	Circle	R to exit by clock tower
Rd.	L onto S. Main R onto Town Center road	• Lonto Rt 130
After crossing under the	 R onto Town Center road R into shopping center road – 	R on Princeton – Hightstown RD. (571)
turnpke ■ R on joint Wayfair/Amazon	Stop	R on Lanning to Bus Stop (if posted)
service drive (bare R towards	R to exit by clock tower	L @ 2nd entrance to EW Village
Wayfair bldg. – U turn to	• L onto Rt 130	(stop is between Target & Kay J)
stop sign.	L onto Stockton	C on service rd. to One Mile Rd
R on Cranbury	 R onto Rogers 	L on One Mile Rd
Station/Hightstown	R onto Mercer/RT 33	L on Princeton – Hightstown RD (571)
Rd.	L onto Rt. 130 Branch Mariner Charles Cha	to Bus Shelter
 R on Brickyard Rd. 	 R onto Horizon Ctr. Blvd. L on to Spirit of 76 Blvd. 	C cross Rt 130 on Stockton
 L slight turn onto S. Main 	R onto Marketplace Blvd.	R onto Rogers
R onto Town Center road	Chic fil A shelter	R onto Mercer/RT 33
L onto Rt 130 L onto Stockton	Chili Shelter	• L onto Rt. 130
 L onto Stockton R onto Rogers 	 C on Marketplace Blvd. 	R onto Horizon Ctr. Blvd.
R onto Mercer/RT 33		 L on to Spirit of 76 Blvd.
Slight merge to R onto	TO HAMILTON RAIL	R onto Marketplace Blvd.
Rt. 130	R on Crosswicks/Klockner	Chic fil A shelter
EXPRESS TO TRENTON TRANSIT CTR	R on Yardville Hamilton	Chili Shelter
• C on Rt 130	Sq. Rd.	C on Marketplace Blvd.
 M onto I 195 via ramp to 	• Lon Rt 33	R on Crosswicks/Klockner
Trenton	 R on Whitehorse Hamilton Sq, Rd 	R on Yardville Hamilton Sq. Rd.
M onto NJ 129 N via ramp	R onto Nottingham	 L into Hamilton Sq. Shopping Ctr.
to Trenton	Way/CR 618	service drv. Stop at ShopRite
R onto Hamilton Ave	L Immediate turn on	 R on Whitehorse/ Hamilton Sq,
R on Clinton to East Bus shelter	to Mercer St.	R onto Nottingham Way/CR 618
Sheiter	L Onto Hughes Dr	L Immediate turn on to Mercer
	 L onto Edinburg Rd. 	St. L Onto Hughes Dr
FOLLOW NORTHBOUND X 2 4:30 AM	R onto Flock/Sloan	R onto Edinburg Rd.
	R 1st entrance to Station	 R on Jughandle to entrance of MCCC
	C straight to Bus lane CTOD	Cross Edinburg/Old Trenton Rd.
	parking (STOP)	 Bear right on service road that leads to
	TO TRENTON TRANSIT CTR	the Gym circle to NJT bus stop.
	R onto Klockner	Garage
	R onto E. State St. Ext/CR	
	535 (keep left)	
	 L onto Monmouth St. 	
	R on Greenwood (Rt 33)	
	R on Clinton	
	Arv. Trenton Transit Ctr. 72 Clinton	
	S. Clinton	
	FOLLOW NORTHBOUND X 3 6:50 AM	
	INSTRUCTIONS	
	1	1

EXPRESS TRIP FROM TRENTON	FROM MCCC	EXPRESS FROM TRENTON
X 4 BUS 12:40 PM	X 5 BUS 3:00 PM	X 6 BUS 5:20 PM
NORTHBOUND C on Clinton to Raoul Wallenberg R on Raoul Wallenberg Ave.to pickup/drop off drive in front of Trenton Transit Center U- turn back on to Raoul Wallenberg L on to Clinton R onto Hamilton Ave/CR 606 2nd L onto NJ 129 S/Canal Blvd NJ 29 S ramp to Interstate 195/Shore Points/Camden Merge onto NJ-29 S Continue onto I-195 E/Rt 129 S Exit 5B take ramp for Rt. 130 N to New Brunswick Rt 130 to Rt. 33 E/Mercer St. L on Rogers L on Stockton R on Rt. 130 R onto Old Cranbury Rd to Main (4 min – 1.6 mi) L on Main to Rt 130 R on Cranbury/So. River Rd./535 L on Middlesex Center Blvd (stop across from UPS gate) 1:32 PM Continue on Middlesex Center BLvd. R on Davidson's Mill Rd. (stop across from Wakefern service Rd.) 1:35 PM	NORTHBOUND C on circle to service road R on service road L to exit MCCC R on Old Trenton Rd/CR 535 L on Hughes R on Mercer R on Nottingham Way L on Whitehorse/Ham Sq L into Hamilton Sq. ShopRite C on drive to exit R on Yardville L on Klockner (after 130, changes to Crosswicks) L on to Marketplace Blvd. Shoprite Bus Shelter Ruby Tuesday bus stop C on to Marketplace Blvd. L onto Spirit of 76 Blvd. R onto Rt. 130 Straight onto Rt 33 E/Mercer St L onto Rogers Bear Left onto Stockton R onto Rt. 130 R onto Town Center Rd L onto S. Main R onto Rt. 130. R on Cranbury/So. River Rd./535 R onto Costco Way R onto Barnes and Noble Way- bear to the right, follow drive to front entrance. Circle back to exit 4:10 PM FOLLOW X5 SOUTHBOUND INSTRUCTIONS	NORTHBOUND C on Clinton to Raoul Wallenberg R on Raoul Wallenberg Ave.to pickup/drop off drive in front of Trenton Transit Center U- turn back on to Raoul Wallenberg L on to Clinton R onto Hamilton Ave/CR 606 2nd L onto NJ 129 S/Canal Blvd NJ 29 S ramp to Interstate 195/Shore Points/Camden Merge onto NJ-29 S Continue onto I-195 E/Rt 129 S Exit 5B take ramp for Rt. 130 N to Ne Brunswick Rt 130 to Rt. 33 E/Mercer St. L on Rogers L on Stockton R on Rt. 130 R onto Town Center road L onto S. Main R onto Rt 130 R on Cranbury/So. River Rd./535 L on Middlesex Center Blvd (stop acrefrom UPS gate) 6:15 PM Continue on Middlesex Center BLvd. R on Davidson's Mill Rd. (stop across from Wakefern service Rd.) FOLLOW X6 SOUTHBOUND INSTRUCTION:

X 4 SOUTHBOUND – 1:35 PM	X 5 SOUTHBOUND - 4:15 PM	X 6 SOUTHBOUND – 6:15 PM
R on S. River Rd. L on Costco dr. R onto Barnes and Noble Waybear to the right, follow drive to front entrance. Circle back to exit. 1:40 PM L on Costco Way L onto Cranbury/So. River Rd./535 L onto Rt 130 – to Hightstown Cir. L onto Main R onto Town Center road R into shopping center road – Stop R to exit by clock tower L onto Rt 130 R on Princeton – Hightstown RD. (571) R on Lanning L @ 2nd entrance to EW Village (stop is between Target & Kay J) C on service rd. to One Mile Rd L on One Mile Rd L on One Mile Rd C oross Rt 130 on Stockton R onto Rogers R onto Mercer/RT 33 L onto Rt. 130 R onto Horizon Ctr. Blvd. L on to Spirit of 76 Blvd. R onto Marketplace Blvd. Chic fil A shelter Chili Shelter C on Marketplace Blvd. R on Crosswicks/Klockner R on Yardville Hamilton Sq. Rd. L into Hamilton Sq. Shopping Ctr. service drv. Stop at ShopRite R on Whitehorse Hamilton Sq, Rd R onto Nottingham Way/CR 618 L Immediate turn on to Mercer St. R on Jughandle to entrance of MCCC Cross Edinburg/Old Trenton Rd. Bear right on service road that leads past the Mccc Gym to NJT bus stop 2:50 PM	 Exit Barnes Noble L onto Costco Dr L onto Cranbury/So. River Rd./535 L onto Rt 130 – to Hightstown Circle L onto S. Main R onto Town Center road R into shopping center road – Stop R to exit by clock tower L onto Rt 130 L onto Stockton R onto Mercer/RT 33 L onto Rt. 130 EXPRESS TO TRENTON TRANSIT CTR C on Rt 130 M onto I 195 via ramp to Trenton M onto NJ 129 N via ramp to Trenton R onto Hamilton Ave R on Clinton to East Bus shelter FOLLOW X 6 NORTHBOUND 5:20 PM 	R onto Cranbury/So. River Rd./535 L on Rt. 130 to Station Road Continue on Station Road to Liberty Rd. 3:30 AM (stop far-side of intersection) R on Cranbury Station/Hightstown Rd. After crossing under the turnpke R on joint Wayfair/Amazon service drive (bare R towards Wayfair bldg. – U turn to stop sign. 6:35 PM R on Cranbury Station/Hightstown Rd. R on Brickyard Rd. L slight turn onto S. Main R onto Town Center road L onto Rt 130 L onto Stockton R onto Rogers R onto Mercer/RT 33 Slight merge to R onto Rt. 130 EXPRESS TO TRENTON TRANSIT CTR C on Rt 130 M onto I 195 via ramp to Trenton M onto NJ 129 N via ramp to Trenton R onto Hamilton Ave R on Clinton to East Bus shelter – 7:15 PM GARAGE

3.11 DESCRIPTION OF SERVICE AREAS

The Route 130 Tranportation Expansion has been planned to operate within a specified portion of Mercer County as outlined in Image C: Drivers Manifests (above). This weekday service the route has designated stops in the following municipalities and townships; Trenton, Hamilton, Hightstown, East Windsor, into Cranbury and Monroe Township in Middlesex County which borders Mercer County. The shuttle has scheduled stops at the Trenton Transit Center, Hamilton Rail Station, Mercer County Community College, Hamilton Marketplace, Hightstown Mercer & Rodgers, Amazon/Wayfair, Wayfair/Volkswagen, River Road Prospect, Barnes & Noble and UPS/Wakefern.

The monthly mileage for the route from Trenton to the end point was approximately 6,909 per month. See *Image B: Route 130 Transportation Expansion Map* (above).

3.12 VEHICLE REQUIREMENTS

The Operator will provide vehicles that are compliant with the accessibility guidelines outlined in the Americans with Disabilities Act (ADA) regulations. All services, equipment, and/or vehicles must be equipped, maintained, and operated in accordance with the regulations. Operators must ensure that service provided does not discriminate against individuals with disabilities. All vehicles must be lift equipped, must have a readily identifiable international symbol of accessibility, and must meet the size requirements applicable to public transit vehicles. Vehicles will have a minimum of twenty-three passenger seats.

If mechanical problems are encountered with a bus in use the operator must readily provide an equivalent replacement vehicle for continuing service.

Vehicles used to provide service shall be visually presentable in such a way to provide service in a "professional/commercial" capacity. This means a standard commercial vehicle complying with the specifications requested in this document and **does not include a standard school bus vehicle**.

Contractors must have, at a minimum, two (2) vehicles and drivers in use during the required times and have at least two (2) additional vehicle that can be utilized in the event of a mechanical issue.

The Operator will be responsible for providing regular and complete maintenance for all vehicles used in this program at appropriate times or mileage intervals; do all mechanical electrical, exhaust system, brakes, and suspension and tire repairs; maintain and repair vehicle bodies and interior so as to ensure customer safety. This shall include but not be limited to: daily vehicle checks on lights, flashers, wipers, brakes, fuel, oil, tires, lifts and securements. Furthermore the Operator will have available upon request monthly vehicle maintenance reports.

Vehicles shall be subject to inspection and approval of Mercer County at the time of signing of contracts and/or at any time during the contract period. All vehicles available for use in this program must be listed on the Vehicle Inventory Form included within the proposal package. Vehicle condition and ability to be operated may be cause for rejection of Contractor services. All Vehicles must:

- a. Have a unified appearance
- b. Have working heating and air conditioning systems.
- c. Be able to accommodate a minimum of 23 to a maximum of 26 passengers per trip.
- d. Vehicles cannot be older than ten (10) years.
- e. Be equipped with a two-way radio to allow constant communication with the dispatching carrier
- f. Include a first-aid kit, a currently inspected and maintained fire extinguisher, emergency flashlight, flares, reflective triangles and a blanket.
- g. Be kept clean in accordance to the Covid-19 sanitizing schedule submitted with this bid.

h. All vehicles must present a neat and clean appearance both inside and outside as the service is representative of the County of Mercer. Inside the vehicles must be kept free from dirt, debris, papers and refuse, graffiti, unpleasant odors, oil, greasy and sticky substances; washed thoroughly on a weekly basis; all windows shall be free from cracks and shall be in operable condition; all lift equipment and doors shall be operational at all times.

3.13 VEHICLE SIGNAGE

- Signage that identifies this bus route will be affixed to the bus stops for use under this agreement, with some exceptions in shopping centers or businesses. County Approved signage to identify vehicles engaged in this service is required.
- Signage shall be affixed to the outside of the vehicle with the Route 130 logo that is clearly visible from a distance. The new Operator will be required to have this in place within 60 days of the award of bid. Handwritten signs will not be allowed in the interior or exterior of the vehicle. No other outside advertising, text, or slogans are to be affixed or visible which could confuse riders.
- All vehicles will have a list of "Rules and Regulations" in English and Spanish posted on the back panel of the Driver's compartment. Size of lettering in signage for a standard 24 passenger vehicle bus is to not exceed 7" W x 5"H. Sizing of the County Executive's name and title are to not exceed 1"W x 2"H Example: (Brian M. Hughes, County Executive). A sample of the RT. 130 Connection Decal Signage is to be sent to Mercer County for approval. The signage will include the following statement:

"This Route 130 Transportation Expansion route is being supported by Coronavirus State and Local Fiscal Recovery Funds awarded to the County of Mercer by the U.S. Department of the Treasury."

- All vehicles will post the Title VI notice on the back panel behind the driver.
- The County of Mercer retains the right to post signs in the interior of the vehicle that promote County services.

3.14 ARPA REPORTING & COMPLIANCE REQUIREMENTS

Collection of Reporting, Invoicing and Compliance documentation of the contractor selected for the Route 130 Transportation Expansion will be overseen by GrantWorks Inc. GrantWorks was procured to provide ARPA Program Management services for Mercer County per Resolution 202-561. GrantWorks provides an online reporting and invoicing portal to the awarded Bid respondent. This portal will allow for easy document uploads, editable reporting forms, downloadable compliance/reporting templates and online reporting modules.

Mercer County is to submit information to be used in State and Federal reporting on a monthly, quarterly and annual basis. The Operator will be responsible for gathering the information for the following reports through the daily log entries and submitting as Monthly reports through the GrantWorks Reporting Portal (GW Portal). The Operator will submit this information with the monthly invoices to the County of Mercer.

3.14.1Daily Service Ridership Report

These Daily Ridership Reports shall be sent with the Invoice for payment to the OED Office on a monthly basis via the GW Portal. These reports and invoices shall be considered late if received after the 10th of each month. The ridership report will include:

- a. Number of Days of Operation
- b. Number of Scheduled days not Operating (Missed Trips)
- c. Number of Actual Miles for each run
- d. Number of Riders with WFNJ Passes

- e. Number of Riders paying \$1.00 fare
- f. Number of Deviation Requests and/or Canceled Deviation Requests
 - Deviation Request: service operating in response to calls to the OED (609.989.6555) for passengers to schedule a vehicle pick up for a specified time and date.
- g. Number of Riders requiring assistance in boarding or exiting, i.e.
 - Senior Ambulatory 60 years or older who can walk with or without a cane, walker, or mobility device,
 - Senior Non-Ambulatory 60 years or older who used a mobility device wheelchair or scooter.
 - Disabled Ambulatory Individual with physical or mental impairment that substantially limits major life activities but can work with or without a mobility device.
 - Disable Non-Ambulatory Individual with physical or mental impairment that substantial limits activities and who uses a mobility device, wheelchair or scooter.
 - Other Any customer that does not fit in any of the above who has a personal case attendant, or has a guide dog or companion for deviated route services.
- h. All Accidents
- i. All Incidents Reported
- j. All Complaints Received

3.14.2 Monthly Reporting Of Missed Trips

Monthly Reports of Operations, which shall include a daily tracking of all missed trips from the prior day's operation. If no missed bus trips occurred, the Operator is required to indicate this fact on the monthly report on the daily report line. If a trip was "missed" because of fire(s), strikes, storm conditions (or other acts of nature), road accidents or detours, or other circumstances which cannot be reasonably anticipated, and are beyond the control of the Operator, such causes must be noted by the Operator on the daily report of operations. Mercer County shall consider the causes listed by the Operator on a case-by-case basis and shall notify the Operator of any assessment to be imposed as a result of such review.

- **3.14.3 Definition of Missed Trip:** Missed trips by the Operator shall be defined for the purposes of this Agreement as:
 - a. Any scheduled trip which does not commence within twenty (20) minutes of the time designated for the start of that trip; and/or,
 - b. Any scheduled trip which fails to arrive at its scheduled final destination point for that trip within twenty (20) minutes of the scheduled time of its arrival from said point.
- **3.14.4 Example of Missed Trip:** The following shall serve as examples of a "missed trip" as defined above:
 - a. The first northbound trip (Trip A) scheduled on the Route 130 Connection Bus Service is scheduled to leave Trenton Train Station at 5:15 a.m. If Trip A fails to depart from this location prior to 5:35 am, twenty minutes after its scheduled departure time then Trip A is considered a missed trip.
 - b. The first southbound trip (Trip A) scheduled on the Route 130 Connection Bus Service is scheduled to depart Monroe Township at 6:40 a.m. and arrive at the Hamilton Rail Station at 7:40 am. If Trip A fails to arrive at the Hamilton Rail Station at 7:40 am, regardless of whether or not the trip commenced on time, Trip A is considered a missed trip.
- **3.14.5 Assessment of Damages For Missed Trips:** The following is an outline of how the OED will assess missed trips:
 - a. Missed trips which are properly and timely reported, as noted above, by the Operator to Mercer County will be assessed damages in the amount of \$150.00 per trip.
 - b. Missed trips not properly and timely reported, as noted above, by the Operator to Mercer County will be assessed damages in the amount of \$300.00 per trip.
 - c. Assessments made for missed trips shall be automatically deducted by Mercer County from the Operator's payments.

3.15 ACCIDENT /INCIDENT REPORTING

The Operator shall notify the County immediately (609.989.6555; acarabellijr@mercercounty.org) of an accident whether minor or an accident that results in a fatality or results in passengers requiring transport to a medical facility, or where the vehicle receives disabling damages and must be removed from service. These shall be reported immediately upon occurrence via both the Reporting Portal and phone/email. Twenty-four hours notification is required for all accidents involving property damage, personal injury, or debt claims resulting in damage.

The vehicle operator and any others individuals that could have contributed to the accident must be tested for substance abuse within the time frame required by FMCSA (Federal Motor Carrier Safety Administration) and FHWA requirements for substance abuse testing.

3.16 CONTINUITY OF SERVICE

The Contractor shall maintain full service at all times. The Contractor shall maintain sufficient backup buses and equipment as necessary to ensure that bus service continues uninterrupted. Failure to maintain said full service shall be cause for Mercer County to reduce or withhold payment for services. Continued disruption in service will be cause for termination of the Contract and forfeiture of Contractor's performance bond.

3.17 INDEPENDENT CONTRACTOR

The Contractor shall be an independent contractor in every respect and not an agent of the County. The Contractor shall be the sole employer of all personnel engaged in the performance of this contract and shall accept full responsibility for all lost or damaged property and injury to persons resulting from the execution of the Contract as well as for any claims made by or on behalf of the Contactor's agents and employees arising out of their employment or work pertaining to the performance of this Contract.

3.18 AUDITS

The Operator shall maintain all books of account, records, reports, and all other documents that are related, directly or indirectly, to the Operators operations, receipts, obligations and claims while performing this Service. And The County of Mercer auditors and their agents will have the right to examine and/or photocopy the above.

3.19 COMPLIANCE

3.19.1 The County will monitor the performance of the Contractor against the performance standards, principal tasks and budget stated herein. Substandard performance as determined by the County will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Contractor within a reasonable period of time after being notified by the County, contract suspension or termination procedures will be initiated, at the sole discretion of the County.

3.19.2 Contractor warrants and represents that it:

- Has the requisite authority and capacity to perform all terms and conditions on Contractor's part to be performed hereunder; and
- That it is duly organized as a transit business and is in good standing with the Secretary of State of New Jersey; and
- That it is fully aware of and understands its duty to perform all functions and services in accordance with the regulatory requirements of 31 CFR Part 35 Compliance Provisions and 200 CFR Part 200 contracting requirements identified in the Contractor Agreement template and ARPA Terms & Conditions attached hereto.
- 3.19.3 General Administration: The Contractor will provide all administrative staffing, facilities,

- equipment, and services necessary to provide Program as described herein in accordance with all applicable local, state, and federal requirements.
- **3.19.4** <u>Program Delivery</u>: The Contractor will provide all staffing, facilities, equipment, and services needed to deliver the funded Program as described herein in accordance with all applicable local, state, and federal requirements.
- **3.19.5** <u>Guidance Documents</u>: Contractor shall abide by all guidance documents applicable to the ARPA Program, including, without limitation:
 - 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards
 - The Federal Register
 - The U.S. Department of the Treasury publications and other guidance documents see the ARPA Terms & Conditions in addendums

COUNTY OF MERCER APPENDIX A – MANDATORY DOCUMENTS

EXHIBIT I: STATEMENT OF OWNERSHIP DISCLOSURE

In accordance with N.J.S.A. 52:25-24.2, no corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship, shall be awarded a contract, unless prior to the receipt of the bid or accompanying the bid of the corporation, partnership, limited partnership, there is submitted to the County a statement setting forth the names and addresses of all stockholders who own 10% or more of the stock, of any class or of all individual partners who own a 10% or greater interest in the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder and individual partner, exceeding the 10% ownership criteria established in this act has been listed. This form shall be signed and submitted with the bid/proposal whether or not a stockholder or partner owns less than 10% of the business submitting the bid. Failure to comply requires mandatory rejection of the bid/proposal.