

CONTRACT AWARD	
AB2023-22 THIRD OPTION TO EXTEND SHUTTLE SERVICE AT THE TRENTON-MERCER AIRPORT 1100 TERMINAL CIRCLE DRIVE, WEST TRENTON , NJ. 08628	
RESOLUTION #: 2024-628	
CONTRACT TERM: NOVEMBER 25, 2024 THROUGH MAY 24, 2025	
C24-0016	
NAME OF RESPONDENT	THE ARC OF MERCER
ADDRESS	180 EWINGVILLE RD.
CITY, STATE, ZIP	EWING NJ. 08638
CONTACT	STEVE COOK
TELEPHONE	609-406-0181
FAX	609-406-9253
E-MAIL	SCOOK@ARCMERCER.ORG
NJ SAVI DESIGNATION	N/A
HOLD FOR 60 DAYS	YES
CONTINUITY OF SERVICES	YES
EXCEPTIONS	NONE
COST PER HOUR	\$ 73.94

Approved as to Form and Legality

Date



September 23, 2024

County Counsel

COUNTY EXECUTIVE AND CLERK TO THE BOARD AUTHORIZED TO "EXERCISE AN OPTION TO EXTEND" THE AWARD OF BID CONTRACT WITH THE ARC OF MERCER FOR SHUTTLE SERVICE AT THE TRENTON – MERCER AIRPORT, 1100 TERMINAL CIRCLE DRIVE WEST TRENTON NJ. FOR A PERIOD OF SIX MONTHS WITH AN OPTION TO EXTEND IN SIX MONTH INTERVALS OVER A PERIOD OF TWO (2) YEARS. THIRD SIX (6) MONTH PERIOD BEGINNING NOVEMBER 25, 2024 THROUGH MAY 24, 2025. TOTAL AMOUNT NOT TO EXCEED: \$35,000.00 AB2023-22

WHEREAS, pursuant to the provision of N.J.S.A. 40A:11-15, the governing body may include provisions for a contract extension upon a finding by the governing body that the services are being performed in an effective and efficient manner; and,

WHEREAS, the County of Mercer entered into an Award of Bid Contract with The Arc of Mercer, 180 Ewingville Rd., Ewing, NJ. 08638, for Shuttle Service at the Trenton-Mercer Airport for a period of six months with an option to extend in six (6) month intervals over a period of two (2) years, as per Resolution No. 2023-678, adopted September 28, 2023; and,

WHEREAS, the County of Mercer has executed the option to extend a second six (6) month period as per Resolution No. 2024-281 adopted May 9, 2024; and,

WHEREAS, the County of Mercer is desirous of exercising the option to extend the contract for a third six (6) month; for the period November 25, 2024 through May 24, 2025, in an amount not to exceed \$35,000.00; and,

Clerk to the Board

RECORD OF VOTE

COMMISSIONERS							COMMISSIONERS						
	Aye	Nay	N.V.	Abs.	Res.	Sec.		Aye	Nay	N.V.	Abs.	Res.	Sec.
Frisby	X					✓	Stokes	X				✓	
Lewis				X			Walter	X					
McLaughlin	X						Cimino	X					
Melker	X												

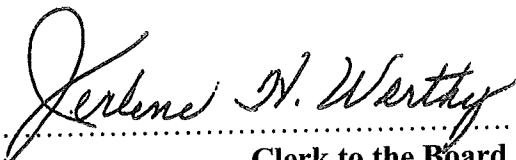
X—Indicates Vote Abs.—Absent N.V.—Not Voting
 Res.—Resolution Moved Sec.—Resolution Seconded

-2-

WHEREAS, the 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 available in the 2024 Mercer County Budget and are contingent upon the inclusion in and adoption of the 2025 Mercer County Budget; now, therefore,

BE IT RESOLVED, that the County Executive and Clerk to the Board are hereby authorized to "exercise the option to extend" the Award of Bid Contract with The Arc of Mercer for Shuttle Service at the Trenton-Mercer Airport 1100 for the period of November 25, 2024 through May 24, 2025, in an amount not to exceed \$35,000.00 on behalf of the County of Mercer, 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 Purchasing Agent for further distribution.


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Clerk to the Board

**SPECIFICATIONS FOR BID FOR SHUTTLE SERVICE AT THE TRENTON-MERCER AIRPORT
CONTACT: NILDA GARCIA (609) 882-1601 EXT. 109**

INTENT

The County of Mercer requests bids for an Airport Passenger Shuttle Service at the Trenton-Mercer Airport from qualified providers ("Vendors"). The County intends to award to one qualified and responsible Vendor, the right privilege to provide an Airport Passenger Shuttle Service from the Passenger Terminal Building at the Trenton-Mercer Airport to the Airport's parking lots. Contract shall commence November 2023. **All questions are to be sent via Bidnet question portal or via email to ohibbert@mercercounty.org no later than June 14, 2023.**

The County anticipates using this service approximately twelve hours a month. In the event the shuttle is called out, a guarantee of three hours of service will be provided to the awarded contractor. The County will require shuttle service as needed and there may be last minute requests.

The County requires one bus running at continuous intervals, picking up at two remote parking lots, one lot located at the corner of Sam Weinroth Road and Scotch Road and another lot located at Sam Weinroth Road and Terminal Circle Drive, West Trenton, New Jersey 08628 and dropping off at 1100 Terminal Circle Drive, West Trenton, New Jersey 08628 during the hours referenced in the attached schedule. This on-call, as-needed service can occur seven (7) days a week, Monday through Sunday starting November 2023. The service will supplement Trenton-Mercer Airports in-house shuttle service for periods when the airport's shuttle is unavailable for service. *The County reserves the right to increase or decrease hours and in addition to schedule changes and last-minute requests, the County reserves the right to request an additional bus.*

SCOPE OF SERVICE

SERVICE AREA

The County requires one bus running at continuous intervals, picking up at two remote parking lots, one located at the corner of Scotch Road and Sam Weinroth Road and another located at Sam Weinroth Road and Terminal Circle Drive, West Trenton, New Jersey 08628 and dropping off at 1100 Terminal Circle Drive, West Trenton, New Jersey 08628. The County reserves the right to increase the continuous loop in the future to include pick up at the West Trenton Train Station located at the intersection of Sullivan Way and Railroad Avenue and deliver passengers to 1100 Terminal Circle Drive.

SERVICE DAYS AND HOURS

The awarded contractor shall provide continuous transportation on an on-call, as- needed basis in accordance with the operating hours Monday through Sunday, including Holidays.

OPERATING HOURS

MONDAY THROUGH SUNDAY:

5:00 AM TO 1:00 AM

TYPES OF TRIPS

The provider shall provide transportation continuous throughout the day as per the attached schedule. Cancelled and/or delayed flights have no bearing on the schedule and service shall be continuous as per the attached schedule.

BASIS OF AWARD

Bidders shall provide an hourly rate. The service shall run on-call, as-needed at times when the Trenton-Mercer Airport Shuttle is unavailable for service. The County anticipates using this service approximately twelve hours a month. The right is reserved to decrease or increase the quantities specified in the specifications. The contract shall be awarded for a period of six months with the option to extend in six month intervals up to two (2) years. The County will pay for actual service hours provided as well as the three hour minimum. In the event that the county requires an additional bus, the County will pay the contracted hourly rate.

RESPONSE TIME

The awarded contractor shall respond within twenty four hours to provide service.

TERMINATION

The County reserves the right, at its option to terminate this contract upon giving thirty (30) days written notice to the Contractor.

DRIVER QUALIFICATIONS

All vehicle drivers shall possess a Commercial Driver License with all proper endorsements and qualifications, including Passenger endorsements. **The vendor shall have three years of experience in providing similar work. Driver qualifications and license must be provided to the County.**

DRIVER DUTIES

All drivers shall be neat in appearance and refrain from use of tobacco, tobacco-based products and all drug and alcohol products while on duty and enforce these restrictions on passengers.

VEHICLE REQUIREMENTS

The County of Mercer requires one (1) bus which shall have functional heating and air conditioning and is capable of carrying a minimum of 16 passengers, with luggage. There shall be a storage compartment with capacity to accommodate luggage for 16 passengers. Vehicle size should not exceed 24 passenger capacity as any vehicle used must be able to negotiate turns in parking lots. Each vehicle shall be equipped with a two-way radio or telephone to allow constant communication with the Trenton-Mercer Airport. Vehicles shall be Handicapped Accessible and must meet said ADA and vehicle codes for accessibility and compliance. Vehicle shall be subject to inspection and approval of the County of Mercer prior to the contract award and at any time during the contract period. Vehicle condition and ability to be operated may be cause for rejection of Provider services. Vehicle approved to provide service during the contract period shall remain in service unless an equivalent substitute vehicle is approved by the County of Mercer. In the event of a mechanical or other failure, Provider shall notify Mercer County immediately. An equivalent substitute vehicle may be used if previously approved by Mercer County. The County requires the option to increase the number hours and buses as needed. **In the event that the County requires an additional bus, the County will pay the hourly**

rate submitted in awarded contractors bid.

METHOD OF PAYMENT

The Provider shall provide the Trenton-Mercer Airport with a purchase order and monthly invoice on company letterhead, which indicates the client name and dates of service detailing hours billed. Failure to conform to this procedure may result in the delay or denial of payment.

SCOPE OF SERVICES

Below are the routes and hours:

- **Pick up address:** Remote Parking Lots: North Lot located at the corner of Sam Weinroth Road and Scotch Road and South Lot located at the corner of Sam Weinroth and Terminal Circle Drive, West Trenton, New Jersey
- **Potential future route:** pick up at West Trenton Train Station and deliver to 1100 Terminal Circle Drive, West Trenton, New Jersey.
- **Destination:** 1100 Terminal Circle Drive, West Trenton, New Jersey
- **Days:** seven days per week commencing November 2023
- **Duration of Service:** Month-to-month
- **Mileage:** Round Trip approximately 2.8 miles. Distance from terminal to train station is approximately 3.2 miles round trip.
- **Hours per Week:** On-call, as-needed.
- **Passengers:** Up to 16
- **Vehicle type:** 16 seat bus with capacity for luggage for 16 passengers
- **Be aware this contract will become null and void if:**
 - a. Funding is not available
 - b. If buses are in unsafe, poor condition or dirty
 - c. If vendor and/or bus driver does not cooperate with times and/or does not adhere to schedule

VENDOR MUST HAVE AVAILABLE FOR THE OPERATION OF THIS PROGRAM, ONE VEHICLE THAT CAN SEAT UP TO SIXTEEN (16) PASSENGERS. Vendors will be expected to submit a bid that includes all expenses for operation of this service based on one vehicle. The County reserves the right to increase the number of vehicles required.

Suggested items to be included in expense calculations:

- Vehicles and cost of operation and maintenance
- Anticipated fuel costs
- Hourly salaries for drivers
- Service must be available as specified in Scope of Service
- Motor Vehicle Insurance
- Liability Insurance
- Workers Compensation Insurance

Mercer County reserves the right to conduct spot checks of the Operator, at Mercer County's discretion. In the event that Mercer County determines that there are deficiencies in the service provided, Mercer County may at its discretion give notice, in writing, of such deficiencies to the Operator. Upon receipt of such notice, the Operator shall then remedy all the deficiencies within one (1) calendar day to Mercer County's satisfaction and respond, in writing, with the cause(s) for the reported problem and the remedy instituted by the Operator.

NON-DRIVER PERSONNEL

Project Manager: the individual responsible for the performance of all aspects of this service. This is the person who will be in contact with the Trenton-Mercer Airport. Individual must be familiar with all contractual, reporting, and operational requirements relating to the provision of the service, driver conduct and proper documentation of all service related activity. The Operator must allocate a sufficient number of personnel in this position to maintain, uninterrupted service, and an adequate driving force.

Mechanics: Explanation of the maintenance schedule for the vehicles utilized in this program. Mechanics used must hold all licenses and certifications necessary for his/her duties.

Administrative/Clerical: Operator must have adequate administrative/clerical staff to provide support for timely submission of reports and invoices as required by the Agreement.

HIRING AND TRAINING OF EMPLOYEES

The Operator shall have complete control over the employment of all personnel required to provide the service as outlined in this Section. All drivers utilized in the operation of this service must be able to remain in communication with the Trenton-Mercer Airport.

The Operator will certify that all its drivers are in possession of a valid driver's license, qualifying them to operate the vehicles outlined in this Agreement. The Operator shall, prior to assignment on this contract and annually thereafter, perform a license record check through the NJ Division of Motor Vehicles, or any other applicable state motor vehicle agency, for each driver to insure that all qualifications are adhered to.

DRIVER TRAINING

The Operator will be responsible for all drivers training and will certify their drivers are trained in and familiar with routes and reporting requirements. The Operator will certify that the Drivers will abide by all N.J. State Laws and Motor Vehicle regulations in regards to road safety. In addition, drivers will be instructed in both safe and defensive driving skills, and if applicable, in lift operation and wheelchair securement. Proof that drivers have attended safe and defensive driving classes must be submitted prior to signing of Contract.

The Operator shall also instruct the drivers to complete a daily trip log sheet which will include the collection and proper recording of the following information: mileage, arrival and departure time at beginning and ending time points, location of pick-up and passenger discharge information, passenger statistics, and the collection and recording of fares. Mercer County will provide daily trip sheets designed for this purpose.

The Operator shall provide Mercer County with a copy of the Operator's written Safety and Operating Rules prior to Contract approval. Each driver performing service under this contract must be provided with a copy of the Operator's Safety and Operating Rules.

DRIVER QUALIFICATIONS AND CUSTOMER SERVICE

All vehicle drivers shall possess the appropriate class of Driver License with all proper endorsements and qualifications. The Operator will be responsible to hire, train and supervise

drivers and monitor their performance. The Operator will also be required to train drivers in courtesy and passenger relations including recording and reporting of customer complaints.

DRIVER DUTIES

- All drivers will be available by radio or telephone
- All drivers shall be neat in appearance.
- All drivers shall have proper identification displayed at all times while on duty.
- There will be no solicitation or acceptance of tips.
- All drivers shall meet the requirements of the vendors Policy for Drug and Alcohol Regulations in Transit Programs.
- All drivers shall be required to be drug and alcohol tested periodically as specified by the above-mentioned policy.
- The use of tobacco, tobacco-based products, and all drugs and alcohol are strictly prohibited.

SERVICE STANDARDS

The Operator shall provide the service outlined in this section in a safe, careful, efficient, clean and courteous manner. The Operator shall establish the minimum requirements for any new hire of service, including pre-employment substance/drug screening, and/or criminal background checks of all employees in safety-sensitive positions. Any positive test resulting from these screenings must cause the applicant to be rejected.

The Operator will also have in force a substance abuse policy and guidelines that comply with the above regulations. The Operator shall maintain the routes and schedules in accordance and in coordination with the Trenton-Mercer Airport.

The Operator will establish Customer Service Guidelines for the following:

- Establishment of a lost and found system
- The County shall not be responsible for lost, stolen or damaged items
- A system to record complaints, comments, and commendations; forwarding copies to the Trenton-Mercer Airport
- Investigating and resolving customer complaints or concerns

VEHICLE REQUIREMENTS

Each driver shall have a mobile telephone or two-way radio to allow constant communication with the Trenton-Mercer Airport.

Each vehicle shall be equipped at a minimum with a first-aid kit, an inspected and maintained fire extinguisher, emergency flashlight, flares, emergency reflective triangle and a blanket.

Vehicles Maintenance: The Operator will be responsible for providing complete maintenance for all vehicles used in the program. This shall include but not be limited to:

Cleanliness: all vehicles should be kept reasonably 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 doors shall be operable at all times;

Daily Vehicle Safety Checks: should be done on lights, flashers, wipers, brakes, fuel, oil, tires, lifts and securement (if applicable).

The Operator shall perform regular routine maintenance; perform major maintenance at appropriate times or mileage intervals; do all mechanical electrical, exhaust system, brakes, suspension and tire repairs; maintain and repair vehicle bodies and interior so as to ensure customer safety. Vehicles shall be subject to inspection and approval of Mercer County at the time of signing of contracts and at any time during the contract period.

CONTINUITY OF SERVICE

Contractors shall have at a minimum one (1) vehicle and drivers available for use during the required times to assure continuity of service. The Contractor shall maintain full service at all times and ensure that 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.

DRUG & ALCOHOL POLICY

The vendor must have a Drug & Alcohol Abuse Policy in place, which must be approved by the County prior to contracting. **A copy of said policy must be submitted with the bid.**

Accidents that result in a fatality or passengers requiring transport to a medical facility, or where the vehicle receives disabling damages and must be removed from service shall be reported immediately upon occurrence. Vehicle operator and any others that could have contributed to the accident must be tested for substance abuse within the time frame requirement for substance abuse testing.

INSURANCE REQUIREMENTS

Contractor's shall obtain and provide to Mercer County, and maintain during the term of the contract the following insurance:

1. **Worker's Compensation:** Worker's Compensation and Employer's Liability Insurance covering all employees engaged in the performance of the contract and in accordance with all applicable statutes.
2. **Commercial General Liability:** Commercial General Liability with limits of not less than \$2,000,000 Combined Single Limit per occurrence and General Aggregate of \$5,000,000 per project or location. The County of Mercer shall be named as additional insured.
3. **Automobile Liability:** The Contractor shall provide combined single limit coverage in the amount of \$5,000,000 per passenger per occurrence for, bodily injury and property damage, liability arising out of the ownership, maintenance, or use of any auto, and automobile non-ownership and hired car coverage. The County of Mercer named as additional insured.
4. **30-Day Written Cancellation:** shall be effective except upon thirty (30) days advanced written notice to the County of Mercer from the insurer.
5. **Additional Insured:** Certificate must contain this phrase: **"the County of Mercer is named as an Additional Named Insured.**
6. **Updated Certificates:** The vendor is responsible for providing updated certificates of insurance if any expire during the course of the contract.

COPIES OF ALL INSURANCE

The Contractor shall provide all certificates of insurance prior to the signing of contracts.

ACCIDENT REPORTING

The Operator shall notify the County of Mercer immediately of any and all accidents involving a fatality, a passenger requiring transport to a medical facility, or a vehicle sustaining disabling damage. **Twenty-four hours** notification is required for all accidents involving property damage, personal injury or debt claims resulting in damage.

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 Contractor's agents and employees arising out of their employment or work pertaining to the performance of this Contract.

BASIS OF AWARD

Bidders shall factor all associated expenditures into the cost per hour.

INCREASED OR DECREASED SERVICES

The County reserves the right to modify this schedule based on the needs of the County.

BIDDERS SHALL PROVIDE THE FOLLOWING WITH THEIR BID RESPONSE:

Bidders shall factor all costs into the cost per hour which covers all expenses including but not limited to salaries, mileage and fuel consumption, vehicle maintenance expenses and insurance.

Plan Detailing the Operation of Services: The plan must communicate a clear understanding of the scope of service.

DRUG & ALCOHOL POLICY

The vendor must have a Drug & Alcohol Abuse Policy in place, which must be approved by the County prior to contracting. **A copy of said policy must be submitted with the bid.**

Accidents that result in a fatality or passengers requiring transport to a medical facility, or where the vehicle receives disabling damages and must be removed from service shall be reported immediately upon occurrence. Vehicle operator and any others that could have contributed to the accident must be tested for substance abuse within the time frame requirement for substance abuse testing.

A Contractors Introduction to Working at the Trenton-Mercer Airport

The Trenton-Mercer Airport (TTN) is a Federal Aviation Administration (FAA) certificated commercial service airport. As such, TTN requires strict adherence to all applicable FAA regulations and advisory circulars. All work and items specified shall be in accordance with the applicable regulations and for the intent of use at a commercial aviation facility.

Depending on the nature of the activity or product specified, an FAA required pre-construction meeting shall be held with the Airport Manager, or his/her authorized designee. At a minimum, a general briefing shall be held between vendor representatives and the Airport Manager. Weekly project meetings may be held at the request of the Airport Manager.

Depending on the nature of the activity or product specified, an identifiable Project Manager must be on site during normal construction hours and available by phone 24 hours a day.

Depending on the nature of the activity or product specified, a Transportation Security Regulation Part 1542 security clearance consisting of a criminal history records check and Security Identification Display Area training will be required to be successfully completed. Should the project/activity be time constrained, an approved TTN SIDA badge holder escort will be required. Costs associated with escorts will be the responsibility of the contractor.

Depending on the nature of the activity or product specified, an Air Operations Area/Movement Area Drivers permit may need to be obtained. Depending on the nature of the activity or product specified, a Hold Harmless/Indemnification agreement must be executed with the County of Mercer by the contractor.

Depending on the nature of the activity or product specified, evidence of insurance must be provided. Insurance will provide for an acceptable amount, specified by the County of Mercer, and must list the County of Mercer as additional insured.

The contractor will be responsible for obtaining any and all permits. The contractor will be responsible for abiding by all Federal, State and Local requirements, as well as all Airport Rules and Regulations, which may be amended from time to time.

At no time will any work disrupt or displace tenant and/or aeronautical operations without the express permission of the Airport Manager. At no time will the safety and/or security of the traveling public be jeopardized. Should TTN observe any activity that jeopardizes the safety and/or security of the traveling public, the Airport Manager is authorized to cease any and all activity and to take any measures necessary to immediately improve said conditions. The costs of improving these measures, due to the negligence of the contractor, shall be the burden of the contractor.

As a commercially certificated airport, receiving Federal funding, TTN is an Equal Opportunity Employer and encourages the utilization of Disadvantaged and Minority Owned Business Enterprises.