

**NJ TRANSIT RFP No. 0000241  
ATLANTIC CITY RAIL SHUTTLE SERVICE**

**ATTACHMENT C**

**Project Information and Description, Scope of Services**

**I. DESCRIPTION**

**A. Project Description**

New Jersey Transit Corporation (NJ TRANSIT) is soliciting, through this Request for Proposal (RFP), Proposals from qualified bus carriers to provide the regular route services specified below.

Contract Title	Atlantic City Rail Shuttle Service
Current Carrier Operating Service	Atlantic City Jitneymen's Association

<b><u>Route No.</u></b>	<b><u>Route Name</u></b>
511	Atlantic City Rail Terminal - Tropicana
513	Atlantic City Rail Terminal – Resorts/Hard Rock – Ocean Casino
515	Atlantic City Rail Terminal – Marina Casinos

**II. GENERAL INFORMATION**

**A. Inspection of Buses**

NJ TRANSIT will provide no equipment for the contracted service. The Carrier utilize **Exhibit E** (Revenue Vehicles Operating the Service) to the RFP to specify the equipment that will be used to provide services. After contract award, the Carrier may not make any changes to the proposed fleet plan in **Exhibit E** without prior written approval of NJ TRANSIT.

**B. Contract Duration:**

**Contract Period:**

January 1, 2027 – June 30, 2027	6 Months
July 1, 2027 – June 30, 2028	12 Months
July 1, 2028 – June 30, 2029	12 Months
July 1, 2029 – June 30, 2030	12 Months
July 1, 2030 – June 30, 2031	12 Months
July 1, 2031– December 31, 2031	<u>6 Months</u>
	<b>60 Months</b>

NJ TRANSIT will award a contract for a five (5) year Contract Period, as described in the table above. Proposers must include in their cost proposal pricing for all five (5) years. NJ TRANSIT reserves the right to terminate the Carrier's contract at any time, without penalty, upon giving the Carrier written notice of such termination specifying the effective date thereof.

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

### **III. TRANSPORTATION SERVICES**

#### **A. Standard of Service:**

The Proposer shall provide the service outlined in this section in a safe, careful, efficient, clean, and courteous manner. The Proposer shall conform to the provided Customer Service Guidelines outlined in **Exhibit D**.

The Proposer shall maintain the routes and schedules outlined in **Exhibits A and B**, with an average route coverage, no less than ninety-five (95%) percent at terminal points for the trips observed over any thirty (30) consecutive Calendar Days. NJ TRANSIT reserves the right to conduct spot checks of the Carrier, at NJ TRANSIT's discretion, to determine route coverage by the Carrier. For the purposes of on-time performance, a bus will be considered not on-time and therefore "off schedule" if it departs any scheduled time point prior to, or five (5) minutes after, its scheduled departure time. Also, a bus shall be considered "off schedule" if a scheduled trip is commenced but not completed.

In the event that NJ TRANSIT determines that there are deficiencies in on-time performance in the service provided, NJ TRANSIT may at its discretion give notice, in writing, of such deficiencies to the Carrier. Upon receipt of such notice, the Carrier shall then remedy all the deficiencies within five (5) Calendar Days to NJ TRANSIT's satisfaction and respond, in writing, with the cause(s) for the reported problem and the remedy instituted by the Carrier.

At any time requested by NJ TRANSIT, the Carrier shall submit to NJ TRANSIT within seven (7) Calendar Days of such request, copies of reports and daily records and other operational data, in a format and form approved by NJ TRANSIT, showing all buses operated off schedule and the reasons, therefore.

#### **B. Regular Route Bus Service Routes:**

<b><u>Route No.</u></b>	<b><u>Route Name</u></b>
511	Atlantic City Rail Terminal - Tropicana
513	Atlantic City Rail Terminal – Resorts/Hard Rock – Ocean Casino

A complete description of the routes (by street and municipality) over which service is to be operated is shown in **Exhibit A**. A summary of the annual Contract Miles and annual Contract Hours to be provided for each route are shown in **Exhibit C**.

### **C. Schedules:**

A complete set of schedules showing frequency of service between major time points for each route is shown in **Exhibit B**.

NJ TRANSIT requires that the schedule be operated as shown in **Exhibit B** and that a proposed run guide, operator paddle and/or flats be included as part of the Technical Proposal, and should specify pull-in and pull-out time, Deadhead, and total pay hours required to provide the service shown in **Exhibit B**.

The buses will follow the route descriptions shown in **Exhibit A**. The Carrier shall not make any change having the effect of reducing, expanding, restructuring, or eliminating service in any manner except at the express written direction of NJ TRANSIT. Any service modification of a permanent nature may be implemented only by a letter amendment signed by the Carrier and the designated representative of NJ TRANSIT. Such letter amendment shall become part of the Agreement between the Carrier and NJ TRANSIT.

### **D. Missed Trips:**

#### **1. Missed Trips Defined**

Missed trips by the Carrier shall be defined for purposes of this Agreement as:

**The 15 Minute Rule for Train Departures:** Because of the need to allow sufficient time for passenger ticketing and transfers to departing trains, any scheduled bus or jitney trip which fails to arrive at the Atlantic City rail Terminal at least fifteen (15) minutes prior to the trains scheduled departure time will be considered a ‘Missed Trip.’

**The 15 Minute Rule for Train Arrivals:** any scheduled bus which fails to arrive at the Atlantic City rail terminal to meet arriving trains within fifteen (15) minutes after the scheduled arrival of such train will be considered a “Missed Trip.”

**The 10 Minute Rule for Bus Departures:** Any bus departing the Atlantic City rail terminal less than ten (10) minutes after the scheduled arrival of each train will be considered a “Missed Trip.”

For the avoidance of doubt, where applicable and unless otherwise advised by NJ TRANSIT in writing, missed trips will be measured based on each train's scheduled time of arrival or departure, and not actual times.

## **2. Assessment of Damages for Missed Trips:**

- a. Missed trips as described in D(1) above, which are properly and timely reported in the Daily Report of Operations, by the Carrier to NJ TRANSIT will be assessed damages in the amount of \$150.00 per trip.
- b. Missed trips as described in D(1) above, which are not properly and timely reported in the Daily Report of Operations by the Carrier to NJ TRANSIT, damages will be assessed in the amount of \$300.00 per trip.
- c. Assessments made for missed trips shall be automatically deducted by NJ TRANSIT from the Carrier's payments. Should the Carrier contest such assessments, an appeal shall be made pursuant to the dispute resolution provision as outlined in Section 3 of Appendix C to Exhibit 1 "Agreement".

## **3. Daily Report of Operations**

The Carrier shall prepare in writing and forward to NJ TRANSIT, on the forms set forth by NJ TRANSIT and attached as **Exhibit H**, a daily report of operations, which shall include a report of all missed trips identified from the prior day's operation by the seventh (7<sup>th</sup>) Calendar Day of each month. If no missed bus trips occur, the Carrier is required to indicate this fact on the daily report of operations. If a trip was "missed" as a result of fire(s), strikes, storm conditions (or other acts of nature), road accidents or detours, or other circumstances which cannot be reasonably anticipated, and are beyond the control of the Carrier, such causes must be noted by the Carrier on the Daily Report of Operations. NJ TRANSIT shall consider the causes listed by the Carrier on a case-by-case basis and shall notify the Carrier of any assessment to be imposed as a result of such review.

Payment for contracted services will be withheld until such report is received. Failure of the Carrier to file such daily reports **shall not** excuse the Carrier from any other assessments provided by this Agreement.

## **4. Monthly Report of Operations**

In addition, the Carrier shall submit the Monthly Report of Operations to NJ TRANSIT by the seventh (7<sup>th</sup>) Calendar Day of each calendar month. The Monthly Report of Operations shall include a summary of each and every "missed" bus trip which occurred during the preceding month, including the

dates and times of all such missed trips and the cause of the missed trip. If no "missed" trips occurred, the Carrier is required to indicate this fact on the Monthly Report of Operations. The Carrier's Senior Vice President (SVP, or Chief Financial Officer (CFO) or duly authorized designee will be required to sign off and attest to the following clause which will be included on each monthly report of operations submitted to NJ TRANSIT Private Carrier Affairs stating "I hereby certify, under perjury, that the information contained within this report is accurate to the best of my knowledge and that operated service statistics are fully supported by company records. I recognize that payment for services is subject to adjustment resulting from any subsequent audit by NJ TRANSIT."

Payment for contracted services will be withheld until the Monthly Report of Operations is received. Failure of the Carrier to file such monthly reports **shall not** excuse the Carrier from any other assessments provided by this Agreement.

## **E. Hiring and Training Process**

### **1. Employee Requirements**

The Carrier shall have complete control over the employment of all personnel required to provide the service as outlined in Section III and detailed further in **Exhibits A and B**. The Proposer will provide NJ TRANSIT with a plan detailing the type and number of employees required to provide this service. The plan must include supervisory and management personnel requirements as well as requirements for drivers, mechanics, cleaners, clerical workers, etc. Driver requirements must, at a minimum, meet the requirements specified in **Exhibit I**. In addition, all drivers utilized by the Carrier in the operation of this service must be capable of speaking, reading, writing, and understanding the English language. If a driver is found to be incapable of speaking, reading, writing, and understanding the English language, NJ TRANSIT may require that the driver be removed from providing service on the contracted routes.

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

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

## 2. Driver Training

The Carrier shall be responsible for all driver training and shall certify their drivers are familiar with routes, fares, transfer policies, student, elderly and handicapped reduced fare policies. The Carrier will further ensure all relevant personnel are trained on the proper operation of the fare collection system, electronic vehicle monitoring systems, communications systems, ADA systems (wheelchair lift, kneeling system, PA system, securement system, etc.), and all other systems and/or hardware determined to be required by NJ TRANSIT. In addition, drivers shall be instructed in safe and defensive driving skills, courtesy, and passenger relations. The Carrier shall certify to NJ TRANSIT that all drivers have been trained in all routes, fares, and operating procedures.

The Carrier shall also instruct the drivers to complete driver day cards which include the collection and proper recording of the following information: arrival and departure time at beginning and ending time points, and any other information as deemed necessary by NJ TRANSIT. Copies of the driver day cards shall be included in the Technical Proposal submission. Only NJ TRANSIT approved forms shall be used.

The Carrier shall perform periodic **driver refresher training classes** with its bus operators relative to their driving skills and provide NJ TRANSIT with a schedule for such refresher classes prior to implementation of this service. The Proposer shall provide NJ TRANSIT with a copy of the Carrier's written safety and operating rules. Each operator performing service under this contract must be provided with a copy of the Carrier's written safety and operating rules.

## 3. Non-Driver Personnel:

The Proposer must supply the name and resume of the Project Manager. The Carrier must also supply an organizational chart depicting the proposed supervisory and management staff that will be involved in the operations and maintenance of the contracted service including, but not limited to, the following positions required to perform the service:

- a. **Project Manager:** The on-site individual responsible for the performance of all aspects of this service. This individual must have recent and relevant direct experience managing a regularly scheduled, fixed route transit service similar in scope and complexity to that which is outlined in this Proposal. This individual must be assigned to this service on a full-time basis.

- b. **Operations Supervisor:** This person must be responsible for the performance of the fleet and will be authorized to make operational decisions in the Project Manager's absence. This individual must have recent and relevant direct experience managing regularly scheduled, fixed route transit service similar in scope and complexity to that which is outlined in this Proposal. This individual must be assigned to this service on a full-time basis.
- c. **Dispatcher(s):** Must be familiar with all contractual and operational requirements relating to the provision of the service, driver conduct and proper documentation of all service-related activities. A dispatcher must be on duty at the garage location any time the service outlined in the Proposal is being operated. This individual must be assigned on a fulltime basis to this service.
- d. **Road Supervisor/Trainer:** The Proposer must allocate a sufficient number of personnel in this position to maintain an adequate driving force and perform road supervision and driver re-training. It is not acceptable to suspend on-road supervision during periods of intense driver training. Road supervisory duties are to include, but not be limited to, the following:
  - i. Oversee a formalized program of on-road, both planned and random, supervision and evaluation of driver performance; and
  - ii. Accident and incident investigation.

These individuals must be assigned on a full-time basis to this service.

- e. **Class "A" and "B" Mechanics:** Must hold all licenses and certifications necessary for his/her duties. The assigned individuals must be able to demonstrate prior experience with diesel buses, automatic transmissions, and wheelchair lift maintenance. A class "A" mechanic must be able to independently make any and all repairs to assigned equipment without aid or supervision and must also be able to manage the shop independently. A Class "B" mechanic must be capable of making any and all repairs to equipment assigned but requiring supervision for major repairs.
- f. **Utility Person/Cleaner:** Primary responsibilities include servicing vehicle fluids, cleaning, and other chores assigned by the garage supervisor.
- g. **Administrative/Clerical:** Carrier shall have adequate administrative/clerical staff to provide full support as required by the Agreement.

## **IV. EQUIPMENT AND MAINTENANCE**

### **A. Equipment**

#### **1. Revenue Vehicles**

NJ TRANSIT will provide no equipment for the contracted service. The Carrier shall utilize equipment specified in **Exhibit E** (Revenue Vehicles Operating the Service) to the RFP to specify the equipment that will be used to provide services. The Carrier may not make any changes to the proposed fleet plan without prior written approval of NJ TRANSIT.

All vehicles proposed for service must be no more than eight (8) years old throughout the term of the Agreement unless otherwise approved by NJ TRANSIT.

Each vehicle must have a minimum passenger seating capacity of eight (8) passengers, excluding the driver, and must be configured to safely and comfortably accommodate all riders.

Vehicles must not exceed a maximum overall length of thirty (30) feet.

All equipment must be maintained in a safe, clean, and in a state of good repair always, meeting all applicable federal, state and local regulations.

Vehicles must be equipped with properly functioning accessibility features, including ADA-compliant lifts or ramps. ADA equipment must always be in a state of good repair.

NJ TRANSIT reserves the right to inspect equipment proposed in fleet plan at any time before or during the term of the Contract.

#### **2. Communications**

The equipment assigned to this service may be equipped with a two-way radio or equivalent equipment to allow for communication between the Carrier's supervisory personnel and the operators of the equipment. Any and all costs associated with the usage or maintenance of the required communication system are the sole responsibility of the Carrier.

### **B. Maintenance**

The Carrier shall maintain each unit of equipment to be used in this contracted service, in a state of good repair and in accordance with the manufacturers' warranty and maintenance requirements as set forth in **Exhibit J**, Maintenance



Standards and Requirements, of the Agreement for Operating Motor Bus Passenger Service (**Exhibit 1**).

NJ TRANSIT has the right, at its discretion, to inspect each unit of equipment and the Carrier's records with respect thereto any time as shall be reasonably necessary to confirm the Carrier's proper and timely maintenance of the equipment. The Carrier shall correct promptly any unsatisfactory items reported by such inspections. In addition, NJ TRANSIT may order repairs to be made at the Carrier's expense at any time to ensure that each bus is in a state of good repair, and readily available for safe, efficient, and dependable service in accordance with NJ TRANSIT requirements. It is understood by the Carrier, however, that all repairs, maintenance, and inspections are the exclusive obligation and responsibility of the Carrier regardless of any or no inspections by NJ TRANSIT.

The Carrier is permitted to operate buses under the Agreement for Operating Motor Bus Passenger Service (**Exhibit 1**) with rented tires or rented batteries, but retreaded tires are not permitted on the front axle of any equipment under any condition. NJ TRANSIT may order tires replaced when tread depth, sidewall deteriorations, or deep cuts are deemed to make further operation unsafe.

Fuel used in all equipment covered by **Exhibit 1** must meet the OEM engine manufacturer specifications for the particular type of equipment and prevailing environmental conditions, unless otherwise approved by NJ TRANSIT in writing.

The Carrier understands and agrees that maintaining each unit of equipment in a state of good repair is an essential and material consideration of this Agreement. Minimum equipment maintenance standards and reporting requirements are specified in **Exhibit J**, Maintenance Standards and Requirements. The Carrier further agrees that any material failure to comply with the requirements of this Section may constitute grounds for the immediate termination of this Agreement without any advance notice. NJ TRANSIT shall be entitled to recover replacement cost damages from the Carrier resulting from the lack of maintenance or improper maintenance of the equipment.

### **C. Facilities**

NJ TRANSIT requires that the Carrier provide a fully equipped maintenance facility from which to operate the service and must maintain such facility in compliance with all applicable federal, state, and local laws and regulations. Fully equipped means that the facility contains all the facilities required for routine service and maintenance including, but not limited to: pits and/or lifts, cleaning facilities, fuel tanks, service and maintenance equipment and tools,

etc. The garage facility must also include provisions for public information and lost and found during operating hours.

The garage facility will comply with all applicable federal and state fire, safety, and environmental regulations. In particular, the Carrier shall ensure that the garage facility has adequate fire protection. The location of the garage facility, as well as the size and equipment of the facility, and the use of the garage facility by other bus operations, should be described in the Proposal package.

The Proposer must provide complete details about any other operations conducted from this facility. Any material change in the character or extent of those operations during the contract period must be communicated to NJ TRANSIT at least thirty (30) Calendar days in advance of implementation. A site drawing and the facility owner's name must be included in the Technical Proposal.

#### **D. Inspections**

NJ TRANSIT and its designated agents and representatives, upon presentation of valid identification, shall have the unimpeded right to inspect the equipment at any time and any place during the term of this Agreement. NJ TRANSIT shall make a reasonable effort to not unduly interfere with the operations or maintenance schedules of the Carrier. NJ TRANSIT inspectors shall be allowed on the premises of the Carrier without the necessity of written permission and without prior notice, but such persons shall not enter onto the premises of the Carrier without indicating to the Carrier their status as NJ TRANSIT employees, agents, or representatives. All inspections will begin promptly upon presentation of each unit of equipment and will be carried through to completion as promptly as feasible. Inspections may take any form and may also include examination of the Carrier's maintenance procedures and the administration records of the Equipment.

### **V. FINANCE AND LEGAL**

#### **A. Revenue and Collections**

##### **1. Equipment:**

NJ TRANSIT will provide no equipment for the contracted service. The Carrier shall utilize equipment specified in **Exhibit E** to the RFP to specify the equipment that will be used to provide services. After contract award, the Carrier may not make any changes to the proposed fleet plan in **Exhibit E** without prior written approval of NJ TRANSIT.

## **2. Fare Collection**

Currently, this service does not collect cash fares, nor does it utilize any other fare media such as tickets, transfers, monthly passes, etc. Should NJ TRANSIT decide to assign a fare, fee or tariff to this service in the future, an amendment to this agreement will be made and will include a copy of the tariff schedule for each route as **Exhibit F**. From that point forward, the Carrier will charge fares in strict adherence to NJ TRANSIT's fare structure. The Carrier will abide by and comply with all NJ TRANSIT rules and policies on fares and zonal systems. If and when fares are established, fares for the service and routes of this Agreement will be as described in **Exhibit F** and thereafter may be amended by NJ TRANSIT at any time.

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

## **B. Reporting Requirements**

The Carrier shall fulfill all NJ TRANSIT reporting requirements as outlined in **Exhibit H**.