



CITY OF MANTECA REQUEST FOR PROPOSAL (RFP) FOR TRANSIT OPERATIONS CONTRACT SERVICES



The City of Manteca, providing transit services under Manteca Transit, is seeking proposals from qualified and experienced contractors to provide operations services for the City's Fixed-Route and Dial-a-Ride/ADA Paratransit system. The term of this contract will be for 3 years, beginning July 1, 2023, with two, one-year options.

Interested proposers are encouraged to read the requirements as listed in this RFP and submit a proposal prior to the deadline. Proposal documents are available on the City's website at www.manteca.gov.

Site Inspection

- A non-mandatory but, recommended site inspection will be held to provide proposers an opportunity to inspect the transit operations building and bus fleet on Monday, February 6, 2023 at 9:30 a.m. Buses in active service can be observed anytime at the start/end of each service run at the Manteca Transit Center 220 Moffat Blvd., Manteca, CA 95337.

Proposals must be received no later than Monday, February 27, 2023 @ 5:00 p.m. (PST)

Questions, comments or concerns related to this RFP may be directed to:

Juan Portillo, Transit Manager
City of Manteca City Clerk
1001 W. Center Street
Manteca, CA 95337
Phone: (209) 456-8775
Email: jportillo@manteca.gov

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1 Instructions to PROPOSERS

1.1 INTRODUCTION

This Request for Proposals (RFP) is issued by the City of Manteca (CITY) to select, through a competitive process, a firm to operate and maintain transit services for CITY, operating as Manteca Transit (MT). MT provides general public fixed route, Dial-a-Ride (DAR) primarily for seniors 62 years or older and passengers with disabilities, as well as American with Disabilities Act (ADA) Paratransit bus services. Operations, dispatching, vehicle maintenance of CITY-owned buses, and certain administrative functions are contracted out and are the subject of this RFP.

Some challenges and goals MT would like to address in the years outlined in this Agreement include the following:

1. Timely, efficient and better managed vehicle maintenance program to ensure timely, safe and appropriate repairs.
2. Increasing ridership on the fixed route system through public outreach efforts.
3. Implementing methods of transit performance data reporting through the use of automated software programs.
4. Implementing route changes to the current system and Saturday fixed route service, as identified in 2019 Short Range Transit Plan.
5. Adequate and appropriate staffing to provide consistently efficient, reliable and exemplary customer service.

Interested bidders should demonstrate how they plan to meet or exceed the system parameters and requirements described throughout this Request for Proposal. During the course of this Agreement, the CITY reserves the right to adjust service hours, routes, schedules, fares, service area boundaries and operating rules so as to accommodate ridership increases, decreases, or changes in the local economy.

1.2 DEFINITIONS

(1) **ADA Paratransit Service:** The term “ADA Paratransit Service” is an ADA complementary service offered under the Americans with Disabilities Act (ADA) for those who qualify and are approved for eligibility

(2) **Agreement:** The term “Agreement” means an Agreement between CITY and CONTRACTOR for the operation of the MT services described in this Agreement and all the Attachments, Appendices and Exhibits hereto.

(3) **Approval:** The term “Approval” means a written determination by CITY that a particular plan, program, invoice, action, or submittal of CONTRACTOR appears to meet the requirements of this Agreement or the other Contract Documents. “Approval” shall not operate to shift any risk to CITY or relieve CONTRACTOR of any obligations under this Agreement.

(4) **Contract:** The term “Contract” means that document or “Agreement” to be entered into between CITY and the successful proposer and offeror.

(5) **Contract Term:** The term “Contract Term” means the base contract term and the option period (if exercised by CITY).

(6) **Contractor:** The term “CONTRACTOR,” “PROPOSER,” “BIDDER,” and “OFFEROR” are used interchangeably to mean the transit services company submitting a proposal in response to this RFP and entering into an Agreement with CITY to provide the

Scope of Work described herein.

(7) **Corporation Yard:** The term “Corporation Yard” or Corp Yard, shall mean the CITY’s public works maintenance facility which serves as the location for bus storage and fueling, located at 205 E. Wetmore, Manteca, CA 95337.

(8) **Days:** The term “Days” means business days recognized by CITY.

(9) **Deadhead:** The term “Deadhead Miles” or “Deadhead Time” is the distance or time involved in driving a bus between the CITY’s Corporation Yard and the MT Center or point of beginning or ending of the bus route over which that bus operates for fixed route service. “Deadhead” for Dial-a-Ride/ADA Paratransit service is the distance or time between the Corporation Yard and the first pick-up or last drop-off location, including any fueling time, minus lunches and breaks.

(10) **Dial-A-Ride (DAR):** The term “Dial-A-Ride” is an origin to destination transportation service for individuals with a certified disability, seniors, age 62 and older, and Medicare participants.

(11) **Equipment:** The term “Equipment” means the equipment, fareboxes and other fare collection equipment, computers, cameras, communications equipment, and other equipment and systems used by CONTRACTOR to provide services under this Agreement, and includes both equipment supplied by CITY and equipment provided by CONTRACTOR.

(12) **Event of Default:** The term “Event of Default” means an action or omission of CONTRACTOR that may give rise to a Termination for Default.

(13) **Federal Transit Administration (FTA):** The term “Federal Transit Administration” or “FTA” means the Federal Transit Administration of the United States Department of Transportation or its successor entity.

(14) **Fixed Monthly Fee:** The term “Fixed Monthly Fee” means the amount to be paid by CITY to CONTRACTOR each month, set forth in Appendix H, as compensation for CONTRACTOR’s fixed costs.

(15) **Interested Party:** The term “Interested Party” means any person who is an actual or prospective PROPOSER, bidder, or offeror in the procurement involved; and whose direct economic interest would be affected by the award of the contract or by failure to award a contract. A subcontractor does not qualify as an “interested party” because it does not have a direct economic interest in the results of the procurement.

(16) **Key Personnel:** The term “Key Personnel” means CONTRACTOR’s Operations/General Manager, Maintenance Manager, IT Support, and Area Vice President.

(17) **Manteca Transit:** The fixed-route and Dial-a-Ride/ADA Paratransit public transit system owned and operated by the CITY.

(18) **Manteca Transit Center:** The term “Manteca Transit Center” or MTC shall mean the Operations facility located at 220 Moffat Blvd., Manteca, CA 95337.

(19) **Missed Trip:** The term “Missed Trip” means a scheduled trip where Revenue Mile(s) are not provided.

(20) **Party or Parties:** The term “Party” or “Parties” means CITY and CONTRACTOR.

(21) **Non-Revenue Vehicle:** The term “Non-Revenue Vehicle” means a vehicle that is used to support transit services but is not used in Revenue Service. The term includes any Non-Revenue Vehicles provided by CONTRACTOR.

(22) **Rate per Revenue Hour:** The term “Rate per Revenue Hour” means the amount per hour to be paid by CITY to CONTRACTOR each month, set forth in Appendix H, as

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compensation for that portion of CONTRACTOR's cost of operating services under this Agreement (other than its fixed costs) that is dependent on the hours of service operated.

(23) **RFP:** The Term "RFP" means Request for Proposal.

(24) **Recovery Time:** The term "Recovery Time" means the time between the end of one trip and the scheduled start time of the next trip intended to mitigate schedule adherence issues that could result in service delays.

(25) **Revenue Hour:** The term "Revenue Hour" means the time in hours that a Revenue Vehicle is in Revenue Service, excluding Deadhead Time, and begins with the first pick-up.

(26) **Revenue Mile:** The term "Revenue Mile" means the distance in miles that a Revenue Vehicle is in Revenue Service, excluding Deadhead Miles.

(27) **Revenue Service:** The term "Revenue Service" means the operation of a Revenue Vehicle in transit services available to carry fare paying passengers.

(28) **Revenue Vehicle:** The term "Revenue Vehicle" means any Vehicle that is owned by CITY and used by CONTRACTOR to provide fixed route and Dial-a-Ride/ADA Paratransit services under this Agreement.

(29) **Road Call:** The term "Road Call" means any occasion when a failure of any component or system on a bus causes the bus to be unable to complete its scheduled service without repair, including lift or securement devices.

(30) **Rover:** The term "Rover", also known as a "Stand by" bus, means any revenue vehicle positioned with a bus operator at the Manteca Transit Center (MTC), ready to be inserted into a route immediately. The Rover bus is utilized at CONTRACTOR's discretion consistent with guidelines established by the Transit Manager.

(31) **Solicitation:** The term "Solicitation" means an Invitation for Bids (IFB), Request for Proposals (RFP), or other form of document used to procure equipment or services.

(32) **Start-Up Date:** The term "Start-Up Date" means the date CONTRACTOR assumes responsibility for the operation of Revenue Service under this Agreement, which is scheduled for June 30, 2023.

(33) **Subscription Service:** The term "Subscription Service" means the provision of repetitive trips over an extended period of time without requiring individuals to call in to request reservations for each trip.

(34) **Transit Manager:** The term "Transit Manager" means CITY's Project Manager or other designee assigned to manage and oversee this project.

(35) **Trip:** The term "Trip" means a one-way movement of a Revenue Vehicle in service from one terminus to another terminus of a single route.

(36) **Vehicle:** The term "Vehicle" Includes the Revenue Vehicles and Non-revenue Vehicles used by CONTRACTOR in providing services under this Agreement.

(37) **Work:** The term "Work" means all the services and responsibilities to be performed by CONTRACTOR under this Agreement, as specified, stated, or implied in this Agreement. The term "Scope of Services" may be used interchangeably with "Work" or "Scope of Work".

1.3 OVERVIEW OF SCOPE OF WORK

A. **General** - The PROPOSER selected in this procurement shall be responsible for the operation of local fixed route and Dial-a-Ride/ADA Paratransit (DAR) transit services for the CITY for a fixed contract term in accordance with the terms of this RFP and the Draft Agreement for Professional Services, as set forth in Appendix C. Relevant information relating to the Scope of Services to be provided under this RFP is more specifically described in Section 2 of this RFP and in the following attachments:

- (1) The current route schedules and system map, as set forth in Appendix A.
- (2) The Vehicle Listing, as set forth in Appendix B.

B. **Agreement Requirements** - The PROPOSER selected in this procurement shall be required to comply with the terms and conditions of this RFP, the Agreement for Professional Services, and all applicable State, Local, and Federal laws and regulations.

C. **Agreement Term** - The term of the Agreement will be three (3) years beginning on July 1, 2023, through June 30, 2026, with two optional one-year extension to be exercised at the CITY's discretion. CITY reserves the right to exercise an option on a month-to-month basis. CITY is under no obligation whatsoever to exercise the use of extension options.

D. **Compensation Method** - The selected CONTRACTOR will be compensated on the basis of a Fixed Monthly Fee and a Rate per Revenue Hour. Special Bus Services and Additional Services will be compensated at the rate specified in the Agreement.

1.4 CURRENT SERVICE OVERVIEW

A. **Transit Operations Background** - The CITY is an urbanized area located in San Joaquin County in the Central Valley of the State of California. The CITY provides fixed route, Dial-A-Ride, and ADA Paratransit services within its CITY limits, which is approximately 17.76 square miles. A map of the service area is included in Appendix A. Manteca's population is approximately 86,859, as of January 1, 2022 (California Department of Finance estimates).

Launched in November 2006 with just two routes, MT is a young and growing bus system. In its first eight months of operation, the system transported 10,256 passenger trips. With the development of the CITY's first Short Range Transit Plan in 2008, the fixed route system expanded from two to three routes in January 2010. By the end of the first year of service, the system transported almost 15,000 passengers.

The CITY updated its Short-Range Transit Plan in 2019 and expanded from three to four routes in January 2020. Plans are underway to implement service changes to increase transit's footprint in the community and best serve the transportation needs of Manteca's growing population.

The CITY constructed the MT Center in 2012, which serves as the main base of operations for MT. The CITY currently owns nine (9) gasoline, 25-foot, low-floor cutaways, and (1) CNG 35-foot bus to provide transit service.

Funding for transit operations and capital expenses come primarily from FTA Section 5307 funds, with supplemental funding from the Transportation Development Act (TDA) Local Transportation Funds (LTF), passenger fares, and rental income. Contracted transit operations services are currently being provided by National Express Transit through June 30, 2023.

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B. **Fixed Route Service** - MT currently offers four fixed routes Monday through Friday between 6:00 am and 7:00 pm, and three routes Saturday between 9:00 am and 4:00 pm. These four routes provide local service within the CITY, as well as connections to regional transit routes operated by San Joaquin Regional Transit District (SJRTD) via the MT Center. Buses start and end each service day at the CITY's Corporation Yard, where they are stored during non-revenue hours. All fixed routes originate and terminate at the MT Center. All routes are currently 60-minute headways and plan to shorten the headway to 30 or 45- minutes in the near future. There is no transit service on Sundays. Current fixed route time schedules and routes included in Appendix A. In Fiscal Year, 2021/22, the fixed route operation required 13,537 revenue hours and 180,568 revenue miles.

C. **Dial-A-Ride/ADA Paratransit Service** - The demand response service, known as Dial-A-Ride (DAR), operates a maximum of two vehicles, depending on demand, during the same days and hours as the fixed-route service. In Fiscal Year 2021/22, the DAR service required 3,127 revenue hours and 28,726 revenue miles.

D. **COVID- 19 Response** - In response to COVID-19, MT put several measures into place to help protect operators and customers. These measures have included: requiring face coverings (operators and customers); enhancing cleaning of buses during and after service; blocking off specific seats to reduce passenger capacities; installation of driver barriers; among other approaches to coordinate with the contractor to ensure service remains fully available to the public.

1.5 CONTRACTOR REPRESENTATIONS, WARRANTIES, AND REQUIREMENTS

A. **Summary of Scope of Work:** CONTRACTOR shall operate local fixed route and DAR/ADA complementary paratransit transit services for CITY on the routes set forth in Appendix A, in accordance with this RFP and all other Agreement Documents. The system map, which includes the routes to be operated, is set forth in Appendix A. The Revenue Vehicles allocated to these services are listed in Appendix B.

B. **Contractor Performance Requirements:** CONTRACTOR shall be required, at all times during the term of this Agreement, to perform all services diligently, carefully, and in a professional manner; to have and maintain all required authority, licenses, professional ability, skills, personnel, and capacity to perform CONTRACTOR's obligations under this Agreement; to furnish all labor, supervision, and supplies necessary therefore (other than Equipment supplied by CITY) as required under this Agreement; and to comply with all terms and conditions of this Agreement and the other Agreement Documents. CONTRACTOR shall be responsible for the operation of all Revenue and any Non- Revenue Vehicles, plus spare vehicles, and for all other maintenance, labor, insurance and supplies required to operate services under this Agreement, other than marketing. CONTRACTOR shall conduct all work in CONTRACTOR's own name and as an independent CONTRACTOR and not in the name of, or as an agent for, CITY.

C. **Contractor Representations and Warranties** - CONTRACTOR represents and warrants as follows:

- (1) CONTRACTOR has, and shall maintain throughout the Agreement Term, all licenses and permits necessary to perform the Work in accordance with this Agreement.
- (2) CONTRACTOR shall provide personnel for the performance of the Work who possess all professional skills and capability necessary for the performance of the Work.

- (3) CONTRACTOR shall perform the services under this Agreement in accordance with all requirements set forth herein.
- (4) CONTRACTOR has familiarized itself with the requirements of all applicable Federal, State, and Local laws and regulations and the conditions of any required governmental approvals, and shall comply with all such requirements and conditions throughout the Agreement Term without any increase in compensation.
- (5) There are no changes in ownership or control of CONTRACTOR and none are pending or in process.
- (6) There are no existing or threatened legal proceedings against CONTRACTOR that would have an adverse effect on its ability to perform its obligations under this Agreement.

1.6 CONTRACTOR DUTIES AND RESPONSIBILITIES

CONTRACTOR shall coordinate, manage, and control all activities necessary to perform the Work and carry out its responsibilities under this Agreement, which include, but are not limited to, the following:

(1) CONTRACTOR shall provide the necessary management, technical, and operating services for the operation of fixed route, DAR/ADA complementary paratransit bus services as specified by CITY. CONTRACTOR shall provide operation services that conform to all the requirements of Federal, State, and/or Local regulatory agencies, including the California Highway Patrol, California Public Utilities Commission, and U.S. Department of Transportation, Federal Transit Administration, where applicable.

(2) CONTRACTOR shall assist and cooperate with CITY in meeting the objectives of providing quality transportation services. CONTRACTOR shall perform close liaison activities, coordination, and cooperation with CITY on matters related to operations, monitoring, reporting, marketing, and service performance measurements.

(3) CONTRACTOR may be requested to review and comment on plans, equipment purchases, operational changes and related proposals of CITY. Additionally, CONTRACTOR is expected to advise CITY on suggestions that will improve service effectiveness, efficiency performance and/or safety.

(4) If necessary, CONTRACTOR shall provide for an orderly transition to a different CONTRACTOR, whereby the existing CONTRACTOR complies with a turnover of historical data and maintenance audit, ensuring that all vehicles are up to date with preventive maintenance practices, is responsible for all defects such as body damage, air conditioning and engine and drivetrain issues, that go beyond the normal wear and tear of the vehicle.

(5) All equipment and services required in the operation of MT shall be furnished by CONTRACTOR unless specifically identified as CITY-provided.

(6) CONTRACTOR shall provide certification services for ADA paratransit and seniors and persons with disabilities DAR applications, including incurring all costs associated with accepting applications, verifying age (driver's license, passport, etc.) and/or disability information presented by a physician, medical facility or relevant agency, and issuing certification cards or rejecting applications. CITY shall assist CONTRACTOR with appeals process of ADA certification as needed. CONTRACTOR shall provide travel training and

incentive solutions to reduce the impact on the DAR/ADA Paratransit service. CITY, at its sole discretion, may contract this section of the Agreement to an outside, third-party contractor. Should this function be contracted out, CONTRACTOR shall reduce its fixed

costs related to this function.

(7) **Special Services:** In addition to regular MT operations, CONTRACTOR may, from time to time upon receiving specific written authorization by CITY, provide special transportation (charter) services within the service area using MT vehicles, provided that such special services are determined by CITY to be in the public interest, do not interfere with regular MT operations, and in compliance with applicable federal and state statutes. CONTRACTOR shall be entitled to compensation for such services at the normal rate per vehicle service hour specified in the Agreement.

(8) **Transit Operations Facility:** CITY will provide CONTRACTOR with adequate work areas and office furniture as identified in Section 1.7 (5); however, it is CONTRACTOR's responsibility to ensure proper utilization and care of said furniture/equipment. If furniture or equipment is damaged as a result of neglect or misuse by CONTRACTOR, equipment/furniture shall be replaced or repaired by CONTRACTOR at no cost to CITY. CONTRACTOR shall provide all supplies necessary to conduct transit operations services as outlined in this Agreement including, but not limited to:

- a. General office supplies (pens, pencils, paper, notepads, paper clips, etc.)
- b. Computers and software necessary to fulfill obligations under this Agreement, including internet access.
- c. Printers and copy paper.
- d. Kitchen supplies (soap, paper towels, cleaning supplies, etc.)

(9) **Liquidated Damages:** Failure to adhere to standards set forth by CITY could result in substantial damages and injury to the public and CITY in amounts which are difficult to ascertain with specificity at this time. Therefore, certain dollar amounts are established and listed in Appendix I for the identified standards. The CITY may elect to not assess a penalty in the future for a similar occurrence. In addition, the damages detailed in Appendix I shall not relieve CONTRACTOR of its obligation to satisfy each and every requirement under the term of the finalized Agreement.

(10) CONTRACTOR shall be obligated to indemnify, defend, and hold the CITY harmless to the fullest extent permitted by the law.

1.7 CITY DUTIES AND RESPONSIBILITIES

(1) **City Duties** - CITY shall be responsible for the following duties. To the extent reasonable and feasible, CONTRACTOR shall assist CITY in this regard within the fixed costs paid to CONTRACTOR on a monthly basis.

(2) **System Planning and Administration** - CITY shall be responsible for all planning activities relative to fixed routes, schedules, days and hours of operations, bus stop locations, location of street furnishings, preparation of planning documents, budgets, grant applications and related documentation, and other such activities relative to overall system administration.

(3) **Advertising and Promotion** - CITY shall prepare, place, schedule, and pay for advertising and promotional materials designed to inform MT patrons of MT operations and to

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promote ridership except as described in Section 2, CONTRACTORS Duties and Responsibilities, herein. CITY shall be responsible for designing, and updating all printed material (i.e., time schedules, brochures, maps, flyers, etc.). During the term of Agreement, CONTRACTOR shall cooperate in marketing and advertising efforts with CITY and other parties.

(4) **Fare Media** - CITY shall prepare, purchase, and provide to CONTRACTOR all passes, tickets, transfers, and like fare media required for MT operations. CONTRACTOR shall distribute and disseminate such materials in accordance with the provisions of this AGREEMENT and any directions supplemental thereto provided by CITY.

(5) **CITY Transit Operations Facility** - A CITY-owned facility shall be provided for the duration of the AGREEMENT between CITY and CONTRACTOR. The transit operations facility (MTC) is located at 220 Moffat Boulevard, Manteca, on a 3.1-acre site. The CITY shall provide CONTRACTOR with the following space, furniture and equipment:

- a. Operations/General Manager office
- b. Desks/office systems furniture, including chairs, bookcases, file cabinets
- c. Reception counter and dispatch area
- d. Counting room/supply area with storage cabinets
- e. Kitchen/break room with refrigerator and microwave
- f. Conference room
- g. Restrooms

CONTRACTOR shall unlock front lobby doors of the Transit Center every operating service day Monday through Friday, at 8:00 a.m. and doors are to remain open to the public until locked by CONTRACTOR at 5:00 p.m. Saturday the front lobby doors shall be unlocked at 9:00 a.m. and will close at 4:00 p.m. Lobby doors remain locked on Sunday (unless services are expanded to require the lobby open).

The CITY shall provide cleaning and maintenance of the interior and exterior of the Transit Center including landscaping. CITY provides all utilities at the Transit Center including telephone service. Internet service must be provided by CONTRACTOR.

(6) **Telephone System** - CITY shall provide ShoreTel 565 telephone systems at MTC, including an automated answering system which allows callers to leave a message for trip reservations, information requests, reporting complaints, etc.

(7) **Notification of Potential Interference with MT Operations** - CITY shall make a reasonable effort to notify CONTRACTOR in advance of any road closures, detours, parades, or other such events under CITY jurisdiction which may interfere with MT operations or require deviations from established routes or schedules. Such deviations shall be mutually agreed upon by CONTRACTOR and CITY.

(8) **Transit Operations Facility is Non-Exclusive** - CITY reserves the right to use the facility provided to CONTRACTOR, the MTC, for other purposes which do not interfere with CONTRACTOR'S operation of MT. An example of such use is private events and public meetings in the community rooms and public lobby. CITY shall provide CONTRACTOR with monthly calendar of scheduled events.

1.8 TRANSITION AND START-UP PLAN

PROPOSER shall provide a detailed Transition and Start-up plan designed to minimize the

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incidence of problems in the course of transitioning and assuming the full responsibilities for service from the existing CONTRACTOR, as necessary. The detailed transition and start-up plan shall explain the PROPOSER's approach, which will be a major factor in proposal evaluation. At a minimum, PROPOSER shall include:

(a) What percentage of existing CONTRACTORS staff is PROPOSER assuming it will retain?

(b) The CITY will receive federal funding during the term of the Contract. Proposer shall address how employees will be protected as required by Section 5333(b) of Title 49 (Transit Labor Protection)

(c) Specific information as to the job duties of the General Manager and Training/Safety Manager, how much control they will have over the operation at the local level, when they will be available, and how much of their time will be dedicated to the contract during the startup and transition tasks. CITY reserves the right to interview and/or approve each person being submitted for the key positions.

(d) An action plan to ensure the service start date of July 1, 2023. The action plan should include personnel recruitment and training, a graph/chart showing the phases or timeline of work implementation, as well as the following:

- i. Schedule of key steps, responsible parties, and any additional personnel needed;
- ii. Which employees will provide training;
- iii. Details regarding simultaneously hiring, training and certifying all staff, including new hires and existing employees hired from the current CONTRACTOR's ranks.
- iv. The identities of other employees (i.e., individuals, functions/responsibilities, and start dates) that are exclusively start-up only and not permanent ongoing staffing.

1.9 STAFFING AND PERSONNEL REQUIREMENTS

(a) DMV and Background Checks.

(1) CONTRACTOR shall conduct pre-employment California Department of Motor Vehicles (DMV) checks of all prospective employees whose jobs require them to operate any vehicles. In addition, CONTRACTOR shall check DMV records at least every 6 months for accidents, vehicle code violations, and valid driver's licenses for all employees who jobs require them to operate any vehicles. CONTRACTOR shall participate in the DMV Pull Notice Program.

(2) CONTRACTOR shall also conduct pre-employment criminal background checks on all prospective employees and shall not knowingly employ any individual with a felony conviction or other offense that would affect an individual's duties for work or services under this Agreement.

(b) Specific Qualifications for Bus Operators and Supervisors.

(1) CONTRACTOR shall assure that all bus operators and other personnel are fully and adequately trained, and shall have all required licenses and certifications to carry out their

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respective responsibilities regarding the operation of the Vehicles and the operation of all Equipment and systems used in the performance of the Work, including fareboxes, ITS products and destination signs. CONTRACTOR shall also assure that all bus operators and trainers are fully and adequately trained, as defined in CONTRACTOR's Training Plan, as approved by CITY.

(2) CONTRACTOR shall require each bus operator to have and maintain all required California driver's licenses, medical certificates, and other California Department of Motor Vehicles (DMV) and California Highway Patrol (CHP) required bus operator qualifications.

(3) CONTRACTOR shall require all personnel who operate a vehicle to adhere to the licensing requirements of the vehicle and CONTRACTOR's bus operators training requirements.

(4) CONTRACTOR shall require each bus operator and supervisor to have an accurate timepiece available and in clear sight at all times during the operation of any Revenue Vehicle or other performance of their duties.

(5) CONTRACTOR shall require each bus operator to have a driver's license and medical card in his or her possession at all times during the operation of a Revenue Vehicle or other performance of his or her duties. CONTRACTOR shall randomly check bus operators to assure full compliance with this requirement.

(6) CONTRACTOR shall require each bus operator to have a driver's license and medical card in his or her possession at all times during the operation of a Revenue Vehicle or other performance of his or her duties. CONTRACTOR shall randomly check bus operators to assure full compliance with this requirement.

(7) CONTRACTOR shall require each bus operator to have a driver's license and medical card in his or her possession at all times during the operation of a Revenue Vehicle or other performance of his or her duties. CONTRACTOR shall randomly check bus operators to assure full compliance with this requirement.

(8) CONTRACTOR shall compensate the following positions, if recommended in CONTRACTOR staffing plan, at the following rates. Compensation rates may be lower during training periods, as long as they meet the California state minimum wage requirements over the life of the Agreement:

- a. Bus operators - minimum hourly rate shall be \$21.00/hour.
- b. Dispatchers - minimum hourly rate shall be \$21.00/hour.
- c. Reservationists - minimum hourly rate shall be \$21.00/hour.

1.10 OPERATIONS STANDARDS AND PERFORMANCE REQUIREMENTS

(a) CONTRACTOR Responsibility: CONTRACTOR shall be responsible for project management according to the standards set forth in this Section, in the other provisions of this Agreement, and in the other Agreement Documents. CITY may, after consultation with CONTRACTOR, establish additional standards and procedures that are appropriate and reasonable for operation of service.

(b) Operating Performance Standards: CONTRACTOR shall adhere to the following operating performance standards:

- (1) Vehicles shall be operated with due regard for the safety, comfort, and convenience of passengers and the general public.

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- (2) Service shall be provided as scheduled or according to any adjusted schedule established by CITY, including route modifications required as a result of a declared emergency.
- (3) CONTRACTOR shall strive to maintain on-time performance in accordance with published schedules.

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(c) Personnel Performance Standards: CONTRACTOR shall adhere to the following personnel performance standards:

(1) Regularly assigned bus operators, or a trained back-up, must be available daily to ensure consistent and reliable service under this Agreement.

(2) All CONTRACTOR personnel are responsible for knowledge of the service. CONTRACTOR personnel must maintain a courteous attitude, answering to the best of their ability any questions from the public regarding the provision of service. Customer service training must include a focus on passenger relations including sensitivity training. CONTRACTOR personnel must also promptly report all passenger complaints and/or operation problems to the Operations/General Manager, or his or her designee. All passenger complaints must be addressed and reported to CITY.

(3) Bus operators must accurately and completely submit the required operating reports each day.

(d) Adherence to Schedule:

(1) CONTRACTOR shall adhere to the system schedule as established by CITY, and shall assume responsibility for on-time performance on each route. CITY will review service on each route by departures at the first and subsequent time points up to the last time point.

(2) On-time is defined as 0 minutes early and up to 5 minutes late.

(3) Routes on which there are major construction projects (as determined by CITY) that go into effect between service changes and that cause more than a 5-minute delay shall be exempt. Construction delays will be validated by on-street evaluation or observation. As soon as practical, or the next service change, CITY and CONTRACTOR will work together to modify the schedule to make adjustments to running time at the impacted portion of the route to mitigate delays. Once those service changes are in effect, the route will then continue to be considered in the on-time performance evaluation mode.

(4) CONTRACTOR shall be responsible for ensuring that only minimal mid-trip relief (i.e., in-service change in bus operators) occurs on any trip operated by CONTRACTOR under this Agreement.

(e) Detours. -- For significant detours impacting service, once notified by the CITY, CONTRACTOR will develop plans for detours and coverage and get Transit Manager's approval of route modifications and stops to be affected. CITY assumes responsibility for signage of detours and stop closures once a plan has been developed. CONTRACTOR, at the Transit Manager's request or when immediately necessary for operations, shall assume responsibility for posting detour signage and keep CITY apprised of all such postings.

(f) Disability Services - CONTRACTOR shall provide personnel as directed by CITY to train persons with disabilities in the use of MT. CONTRACTOR shall provide a minimum of forty (40) hours during each twelve (12) month period beginning on the effective date of the Agreement for said training. These hours are not considered Special Bus Services or Additional Services, but are included as the responsibilities of customer service and shall not incur additional fees.

(g) CONTRACTOR shall implement a "secret rider" program whereby bus operators are routinely and discreetly monitored by individuals unknown to the bus operator. A minimum of 10 "secret rider" trips are required each month. CONTRACTOR shall report monthly the number of trips that "secret riders" were on-board MT buses during the previous month. CONTRACTOR shall provide CITY with summary of "secret rider" observations in a manner and format authorized by CITY.

(h) CONTRACTOR shall ensure that all bus operators possess or, within ninety (90) days of hire, have the ability to obtain a General Public Paratransit Vehicle (GPPV). CONTRACTOR shall be responsible for all costs associated with obtaining and maintaining GPPV certifications. GPPV certifications are conducted by the CHP.

1.11 CUSTOMER SERVICE REQUIREMENTS

(a) Contractor Responsibility - CONTRACTOR's staff shall provide information and be sufficiently familiar with MT, Altamont Corridor Express (ACE), San Joaquin Regional Transit District (SJRTD) services, or any agency that stops at MT to answer questions from riders. Sufficient staff shall be trained in all types of fare media sales to ensure expedited customer service.

- (1) A minimum of one person must be available in the office to provide information in English and Spanish.

If bus service is modified by CITY to begin earlier or to end later than currently scheduled, the time period when customer service is available shall be expanded to correspond with MT service hours.

(b) Pass Sales - During the time periods that CONTRACTOR's customer service counter at MTC is open, CONTRACTOR shall be required to sell transit passes, tickets and other fare media as directed by CITY. In addition, passes are currently sold by bus operators during their scheduled routes.

- (1) CONTRACTOR shall prepare and provide CITY with a report of sales and deposits monthly no later than ten (10) Days after the end of each month.
- (2) CONTRACTOR shall deposit revenues collected Monday through Friday as directed by CITY.
- (3) CONTRACTOR shall reimburse CITY for funds lost or for the value of fare media lost by CONTRACTOR. CITY, at its sole discretion, may conduct audits at any time.
- (4) CONTRACTOR shall prepare daily, and end-of-day, reconciliation of transactions and deposits. CONTRACTOR shall submit copies of all deposit records, sales logs, summary of total sales and documentation that sales reconcile with month-end inventory of all fare media.
- (5) All fare accounting and cash handling procedures proposed by CONTRACTOR shall be subject to CITY approval before implementation.

(c) Customer Complaints - CONTRACTOR shall respond to and address customer complaints according to the passenger complaint process as outlined in Section 1.22.

1.12 TELEPHONE RESERVATION AND INFORMATION SYSTEM; STAFFING REQUIREMENTS

(a) CONTRACTOR Responsibility - CONTRACTOR shall provide dispatch and/or reservationist personnel necessary to effectively respond to incoming calls at a quality and level consistent with customer demand, and in strict accordance with the operating days and hours set forth in the current bus schedule or any revisions thereto. Scheduled and unscheduled absences should also be considered to ensure adequate staffing levels even when employees are on leave or call in sick.

(b) Telephone information lines shall be answered "Good Morning (afternoon or evening), MT, this is (first name of answerer) speaking, "How may I help you?"

(c) CONTRACTOR shall make special efforts to respond to telephone service and information requests from Spanish-speaking passengers. CONTRACTOR shall provide

bilingual (Spanish/English) telephone information personnel during all days of operation.

(d) CITY Responsibility - CITY shall provide the telephone system for MTC, including all phone lines and shall be responsible for telephone utility charges needed for the reservations and dispatch functions provided by CONTRACTOR.

1.13 VEHICLE APPEARANCE AND RELATED REQUIREMENTS

(a) Revenue Vehicles - CITY shall provide sufficient Revenue Vehicles, including spares, for use by CONTRACTOR in providing the services required under this Agreement. CITY-provided Revenue Vehicles shall not be used for any non-revenue purposes with the exception of training. The list of Revenue Vehicles to be provided to CONTRACTOR at the Start-up Date under this Agreement is set forth in Appendix C.

Non-Revenue Vehicles - CONTRACTOR shall provide, at its own expense, a Non-Revenue Vehicle for road supervision/bus operator shuttling, maintenance-related relief and support as necessary to provide services under this Agreement.

(b) Vehicle Appearance

(1) CONTRACTOR shall be responsible for maintaining the interior and exterior appearance of all Revenue Vehicles. CONTRACTOR shall provide personnel, equipment and supplies required to clean each vehicle daily. Currently, MT buses are being washed at CITY's Corporation yard, where the buses are stored. Refer to Section 2 of the Scope of Work for bus appearance and cleaning requirements.

(2) Any staff authorized by CONTRACTOR to move Revenue Vehicles in conjunction with the interior cleaning, vacuuming or steam cleaning must have the same licensing and qualifications as a bus operator.

(c) Inspections - Each Revenue Vehicle and Non-Revenue Vehicle must receive a daily pre-trip inspection by the bus operator scheduled to operate the inspected vehicle prior to being placed in service. Mid-day relief bus operators shall perform an abbreviated inspection. CONTRACTOR shall supply daily pre-trip inspection sheets for Revenue vehicles to document the condition of the vehicle. A record of all such inspections shall be kept by CONTRACTOR and a record will be provided to CITY.

(d) Permits and Fees

(1) CITY shall be responsible for licensing Revenue Vehicles with the DMV.

(2) CONTRACTOR is responsible for ensuring that all Revenue and Non-Revenue Vehicles are equipped with a license plate, and that registration and proof of insurance are on board each vehicle at all times.

(3) CONTRACTOR shall be responsible for all parking tickets, moving violations, and fees incurred in connection with the use of any Vehicle under this Agreement.

1.14 FACILITIES

CITY shall provide business accommodations for CONTRACTOR at the MTC located at 220 Moffat Blvd., Manteca, CA 95336. Said accommodations will include, but not be limited to, a customer lobby, a break room, a supply/counting room, a customer service counter, dispatch area, and an office for the General Manager. CITY reserves the right to modify use of CONTRACTOR's space in the MTC for use by CITY staff.

1.15 HOLIDAYS

No transit services shall be provided on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day or any other holiday authorized by CITY.

1.16 COMPUTER AND TECHNOLOGY REQUIREMENTS

(a) CITY Provided

(1) Telephone System. - CITY shall provide and pay all costs for the ShoreTel 565 telephone system that is adequate (in terms of number of lines and capacity) to ensure that CONTRACTOR shall be able to meet all of its obligations under this Agreement, including but not limited to customer service responsibilities.

(2) CONTRACTOR Provided Computer Equipment. - CONTRACTOR shall supply computers and any peripheral equipment such as printers which must include scanning capability, and software applications including internet service to support operational functions provided under this Agreement. In addition, CONTRACTOR shall provide adequate technical support to ensure minimal technical disruptions on transit operations services.

(3) Computer Aided Dispatch System. - CONTRACTOR shall provide a system to develop, deploy and support passenger information and data solutions for DAR/ADA Paratransit service. The CITY will also consider any additional technology presented by CONTRACTOR that can increase efficiency and accuracy in the current operation.

1.17 FARE COLLECTION REQUIREMENTS

(a) General - The fare structure shall be established by CITY, and may be modified by CITY during this Agreement Term. CONTRACTOR shall sell current CITY accepted fare media (in addition to cash fares) and distribute all CITY-approved fare media. Accepted media may include additional fare products in the future.

(b) CONTRACTOR Responsibility

(1) CONTRACTOR shall conduct training for all CONTRACTOR staff so they are aware of and adhere to the fare structure to ensure the proper collection and recording of fares and of accepted fare media.

(2) CITY may require that all fare media, coupons, tickets, and transfer slips collected by the bus operators be turned in daily to the General Manager. Information shall be reported as required under this Agreement.

(3) All collected revenues shall be provided to CITY every day for subsequent deposit into the CITY's bank account, with the exception of Saturdays, which would be delivered on Mondays.

(4) CONTRACTOR may be held accountable for any variance or discrepancies between the farebox revenues reported and the bank deposited revenue. Deposits greater than amounts reported will be deemed correct. However, deposits less than amounts reported will be considered a shortage for which CONTRACTOR may be held accountable. Shortages shall be deducted from CONTRACTOR's monthly invoice.

(5) CONTRACTOR shall be responsible to maintain and conduct training of bus operators on automated farebox.

(a) Probing and Emptying Farebox Vaults: Provide a detailed description of how

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PROPOSER plans to probe GFI Odyssey fareboxes and empty vaults at the end of each revenue day. PROPOSER should describe how it will establish and maintain adequate internal controls for revenue handling, accounting, reconciliation, and security, to include the following:

- Timely probing of buses, including towed buses, and the use of the portable probe, as appropriate.
- The daily counting and summarizing of fares and fare media and their reconciliations and reporting thereof.

Subcontracting arrangements with an independent armored car company to pick up sealed cash bags after the daily deposit has been prepared and deliver bags to the CITY-approved bank.

1.18 SAFETY AND SECURITY REQUIREMENTS

(a) CONTRACTOR Responsibility. -- CONTRACTOR shall work cooperatively with CITY staff, other CONTRACTORS, and Local, State and Federal representatives in developing and implementing the security procedures described in this Section.

(b) Emergencies.

(1) Upon verbal or written authorization from CITY, CONTRACTOR shall respond to emergency situations, either within or outside the service area, with CONTRACTOR personnel and CITY-owned Vehicles. In the event of a major emergency or natural disaster, such as a fire, flood, or man-made catastrophe, CONTRACTOR shall make labor, management, transportation, and communications resources available to the extent feasible for emergency assistance. Incurred costs for additional emergency service are billable to the CITY as part of the following month's normal billing process.

(2) CONTRACTOR shall be responsible for the safety of its personnel and for any worker's compensation claims that might result from performance of emergency service.

(3) CONTRACTOR shall not be responsible for damage to CITY-owned Vehicles that result directly from any incident outside of the control of CONTRACTOR while it is performing emergency services as authorized or directed by CITY.

(c) Access to the Facility.

(1) CONTRACTOR shall be responsible for the secure distribution and tracking of all CITY-issued Facility and Vehicle access devices and identification badges to CONTRACTOR employees. CITY shall be responsible for key and badge control, and shall maintain a log of issuance.

(2) CONTRACTOR shall be solely liable and responsible for any expenses which result, as determined by CITY in its discretion, from inadequate key or badge control that requires CITY to re-key or replace access control items. CONTRACTOR shall also be responsible for replacing any damaged Equipment and for notifying CITY immediately to report damaged Equipment.

(d) Audits.

(1) In June of each year of the Agreement Term, CONTRACTOR shall conduct a self-audit on safety, security, and emergency preparedness. These audits shall be based upon Federal, State, and Local programs and guidelines, audit results, and the American Public Transportation Association (APTA) Bus Safety Management Program checklists. CONTRACTOR shall also participate in periodic CITY audits and monitoring and shall also assist CITY during any Federal, state, or local safety or security audits.

(2) CITY may conduct site visits of the Facility at any time during the Agreement Term for purposes of audits and monitoring. CONTRACTOR shall make available any and all records, files, logs and associated documentation to the CITY's designated representatives as

requested.

(e) Reporting. - CONTRACTOR shall be responsible for providing the following reports to CITY relating to system safety and security:

Monthly - (A) Security and Emergency Incident Report/Trend Analysis; (B) safety meeting agenda, including corrective actions taken as a result of items identified through the safety committee; (C) Vandalism/Incident Tracking Report; and (D) employee training sessions. In addition, CONTRACTOR shall make the minutes of safety meetings available to CITY upon request.

- (3) Annually - (A) Year End Trend Analysis; and (B) other reports as required by CITY or by Federal, state, or local agencies.

1.19 MARKETING AND ADVERTISING

(a) CITY Rights and Responsibilities. - CITY shall provide marketing, public relations, and advertising services. CITY's decisions on all matters relating to advertising shall be final. Advertising or posting of any written materials on the interior and exterior of Revenue and Non-Revenue Vehicles by CONTRACTOR is prohibited.

(b) CONTRACTOR Responsibility. - CONTRACTOR shall cooperate in CITY's marketing and advertising (such as through the installation and removal of all interior rider alerts, newsletters, and bus scheduling information) at no additional expense to CITY. CONTRACTOR may not use CITY name or logo without CITY's prior written consent.

(c) Bus Media. - CITY will provide all printed bus media. CONTRACTOR shall be responsible for ensuring proper care, protection, handling, and maintenance of CITY Bus Media, and other printed schedule materials, and for ensuring that there is an adequate supply of media onboard each Revenue Vehicle and at MTC. CONTRACTOR shall provide CITY with at least two (2) months advanced notice of dwindling supplies, based on typical usage, to allow CITY sufficient time to order replacement materials.

(d) Communications with the Media. - All communications with the media shall be the sole responsibility of CITY. CONTRACTOR and its employees shall not engage the media as a spokesperson for CITY. In addition, CONTRACTOR and its employees shall not speak on behalf of CITY in any online forum or social media site, at official public meeting, or to members of the press. CONTRACTOR shall limit its public engagement with customers to answering questions on board CITY Revenue Vehicles, at bus stops, at the MTC, or as part of the official customer comment system.

(e) Endorsement Policy. - CONTRACTOR may not use CITY's name, logo, or images in vendor promotional materials, written or oral endorsements, customer profiles, online information, or sales collateral unless specifically authorized in writing by CITY's Transit Manager. This provision does not prohibit CONTRACTOR from using CITY as a reference in responding to a request for proposals or other procurement solicitation, provided that CONTRACTOR shall coordinate all requests for references with the Transit Manager.

1.20 CONTRACTOR ASSISTANCE AND SUGGESTIONS

CONTRACTOR is expected to assist CITY in planning service changes including providing a driver to test proposed routing. This assistance is not separately billable and is not considered revenue hours, special bus services or additional services. CONTRACTOR may suggest alternatives to any service changes proposed by CITY, and may also propose service changes or operating efficiencies it believes are appropriate for more efficient or improved services under this Agreement.

1.21 PROJECT OPERATION RECORDS AND REPORTS

(a) Overall Responsibilities of CONTRACTOR.

In order to document services under this Agreement, CONTRACTOR shall maintain all project records as requested by CITY and as required for good business practices. The project operation records are intended to provide documentation of daily operations and to serve as a database to monitor and evaluate productivity of the services provided and the service requirements and methods.

(1) CONTRACTOR shall submit all project operation records to CITY according to the reporting schedule established in this Section. CONTRACTOR shall permit authorized representatives of CITY to examine all data and records related to services upon request by CITY or according to scheduled reporting periods. All service records prepared by CONTRACTOR shall be owned by CITY and shall be made available to CITY at no additional charge.

(2) CITY reserves the right to establish a standardized reporting format with which CONTRACTOR must comply. Reports may be requested in hard copy, on a portable USB or electronic transfer in a format compatible with CITY computer hardware and software.

(b) Specific Reporting Requirements and Records. - CONTRACTOR shall prepare and maintain the following records and documents, and shall submit the following reports to CITY:

(1) **Monthly Summaries.** - CONTRACTOR shall prepare monthly summaries of the various required reports in accordance with established reporting schedules, and ensure all reports contain necessary documents. These summaries shall include but are not limited to: mileage, hours, ridership, route-by-route operating data, fare data, accident report, incident report, in-service trouble calls, wheelchair use report, bicycle rack use report, special ridership categories as required, inventory of transfers, Ride Guides, route maps, day passes, telephone system data, bus cleaning, and other requested reports. Monthly summary reports shall be submitted to CITY no later than ten (10) Days after the end of each month. In the event of delay, liquidated damages shall be applied, please reference appendix I.

(2) **Passenger Complaint, Reasonable Modification Requests, and Compliment Reports.** - CONTRACTOR shall document operational problems, passenger complaints, passenger compliments (whether received directly or through CITY), reasonable modification requests, and general comments. The report must describe any action taken regarding these problems or complaints. Documentation shall be in place on the day following identification of the operational problem or receipt of such passenger complaint. CONTRACTOR shall address all passenger complaints in accordance with the established complaint categories and procedures. All records of passenger complaints are to become a permanent record.

(3) **Incident and Accident Reports.** - CONTRACTOR shall, in accordance with the policy and process established by CITY, immediately notify the Manteca Police Department, then the Transit Manager (or other appropriate CITY management staff if the Transit Manager cannot be contacted) in the event of any traffic accident involving personal injury or substantial property damage or any other significant non-routine incident or event occurring in the operation of services. In the event of delay, liquidated damages will be applied, please reference appendix I.

(4) **National Transit Database (NTD).** -

a) CONTRACTOR shall provide the data items to CITY as required by the FTA by September 1 each year for CITY to complete the NTD Small Systems Reporting Module. CONTRACTOR shall submit to CITY applicable corresponding forms as described in the NTD

Small Systems Reporting Manual.

b) CONTRACTOR shall report to CITY by September 1 of each year the number of full-time equivalent employees working in the service addressed by this agreement.

Financial Reporting Requirements - CONTRACTOR shall establish and maintain full and complete books of account for services provided hereunder which are separate from its other operations. Such books of account and accounting procedures shall be established using the accrual basis of accounting and shall be subject to approval, inspection, and audit by authorized employees and agents of CITY.

(5) Equal Employment Opportunity (EEO) Affirmative Action Report. -

CONTRACTOR shall maintain and implement an Equal Employment Opportunity/Affirmative Action Program and policy in accordance with FTA guidelines. CONTRACTOR shall, not later than 30 days after the end of each fiscal year, prepare an EEO report which consists of the following:

- a) Workforce Analysis for each job category;
- b) Job Group Analysis for each job category;
- c) Hiring Analysis for each job category;
- d) Promotional Analysis for each job category;
- e) Termination Analysis for each job category;
- f) Utilization Analysis that shows the ethnic and gender breakdown for each job category as well as indicates the short term and long-term goals for achieving under-utilized minority groups; and
- g) Availability Analysis that compares the current workforce against the available workforce.

(6) Surveys. - CITY may, in its discretion, obtain additional documentation of service through the use of passenger surveys. These surveys may be administered by authorized representatives of the CITY or its designee. CONTRACTOR shall ensure the cooperation of all personnel with any operational procedures relating to such surveys, including the distribution of survey questionnaires or other actions necessary to obtain service related information.

(7) Meetings. - CITY's Transit Manager, or designee, and other appropriate CITY management staff and CONTRACTOR's Operations/General Manager and appropriate Key Personnel shall meet at least twice each month or upon City discretion to review the overall performance of CONTRACTOR and the administration of this Agreement. In addition, CONTRACTOR shall participate in all audits and reviews by funding entities.

1.22 PASSENGER COMPLAINTS

CONTRACTOR shall address all passenger complaints regarding operational or service deficiencies as follows:

- (1) If the complaint relates to safety or serious operational deficiencies, CONTRACTOR shall:
 - a) Notify CITY immediately of the incident/complaint, particularly in instances in where law enforcement intervention was required.
 - b) Contact the person filing the complaint within 24 hours after it is filed.
 - c) Investigate the complaint, take appropriate action and submit a report in the required format to the CITY explaining the results of the investigation and action taken within 3 calendar days after the

- complaint is filed; and
- d) Record the complaint (s) in the Monthly Report to CITY.
- e) If the complaint is concerning areas, not covered by paragraph (1), CONTRACTOR shall: Notify CITY immediately of the incident/complaint, particularly in instances in where law enforcement intervention was required.
- f) Contact the person filing the complaint, investigate the complaint, take appropriate action and include in the Monthly Report.
- g) In all cases, CONTRACTOR shall make and document at least two (2) attempts to contact the person filing the complaint unless the customer has indicated, through the comment intake process, that they do not want to be contacted regarding the resolution of the investigation.

In the event the CITY implements a central complaint tracking system, CONTRACTOR shall be provided access and expected to record complaints and action taken in the system. Failure to notify CITY, liquidated damages shall be applied, please reference appendix I.

2 Scope of Work

2.1.1 CITY DUTIES AND RESPONSIBILITIES

CITY shall perform the following duties and accept the following responsibilities. To the extent reasonable and feasible, CONTRACTOR shall assist CITY in this regard.

2.1.2 ADVERTISING AND PROMOTION

CITY shall prepare, place, schedule and pay for all advertising and promotional materials designed to inform the public of MT operations and to promote ridership. CONTRACTOR shall install and maintain all route schedules, and other posting at bus stops and shelters, including the delivery and placement of all bus Rider Guides and other marketing information at selected locations throughout CITY, as defined by CITY (i.e.: Manteca Schools, Library, etc.).

2.1.3 BUSES; EQUIPMENT

CITY shall provide to CONTRACTOR the vehicles and equipment required to perform the work. These vehicles and equipment shall be used only for activity directly related to the transit system covered by the associated agreement, unless otherwise authorized in writing by CITY.

2.1.4 INSPECTION RECORDS

Records of all inspections shall be made available to CITY, the CHP and/or such other regulatory agencies with jurisdiction when requested. Original copies of all such records shall remain on file at all times at CONTRACTOR'S offices in MTC. CONTRACTOR shall retain said records for a period of three years after the conclusion of the contract term. CITY maintains the right to inspect, examine and test, at any reasonable time, any vehicles used in performance of this Agreement and any equipment used in the performance of maintenance and repair work in order to ensure compliance with this Agreement. Such inspection shall not relieve CONTRACTOR of the obligation to continually monitor the condition of all vehicles and to identify and correct all substandard or unsafe conditions immediately upon discovery.

CONTRACTOR shall transport any or all vehicles to any required inspection facilities when

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requested. In the event that CONTRACTOR is instructed by CITY or any other regulatory agency to remove any equipment from service due to mechanical reasons, CONTRACTOR shall resubmit the equipment for inspection and testing before it is again placed in service.

CONTRACTOR shall assist and prepare inspection records and reports in a form and according to a schedule approved by CITY. Such records and reports shall include, but not be limited to, the following:

- Daily vehicle inspection checklists.
- Bus cleaning/washing log.
- Road call reports, or work orders, for each road call identifying date and time, vehicle number, problem and mileage of vehicle.
- CONTRACTOR'S summary of maintenance and repair problems, particularly components with high incidences of in-service failures, and steps taken or recommendations to reduce such problems and in-service failures.

CONTRACTOR's Operations/General Manager and/or Maintenance Manager may be required to participate in meetings with CITY transit and fleet maintenance staff on a monthly basis, or more often as required to ensure vehicles are maintained to CITY and FTA standards.

2.1.5 OPERATIONS FACILITY

CITY shall provide CONTRACTOR an operations facility that shall be clean and in an acceptable physical condition for use for the purpose intended. This shall be the current facility, which is located at the MT Center, 220 Moffat Blvd., Manteca, CA. This facility consists of community meeting rooms, a public lobby, transit reception counter, dispatch area, administrative office, break room, restrooms, and a conference room.

CITY and CONTRACTOR shall inspect and agree upon the condition of facility, including bus bays and parking lot, prior to, or at the time of, initial occupancy. An exit inspection of the facility and grounds shall be conducted at either (1) the time that the premises are vacated, or (2) at the expiration of the Agreement term, to determine the extent of repair or refurbishment required to return the facility to its original condition, allowing for normal wear, as agreed upon at the time of initial occupancy.

CITY shall assume responsibility for regular upkeep, maintenance, and repairs, including repair of structural or building-related equipment failures not resulting from negligent use or operation of the facility or provided equipment by CONTRACTOR and its employees, agents, or vendors. While CITY shall provide for regular custodial services of the facility, CONTRACTOR shall keep all areas clean and tidy during normal hours of operation. Smoking is not permitted in any CITY buildings or vehicles.

2.1.6 BROCHURES; PASSES; TICKETS

CITY shall prepare, print and provide to CONTRACTOR all brochures, passes, tickets and like materials required by MT operations. CONTRACTOR shall distribute and disseminate such materials in accordance with the provisions of this AGREEMENT and any directions supplemental thereto provided by CITY.

2.1.7 STREET FURNISHINGS

CITY shall purchase, install, and replace all street furnishings required for MT operations. Such furnishings shall include bus stop signs and posts, benches, shelters and the like. CITY

shall clean, maintain, and repair benches and shelters in accordance with the provisions of this Agreement and any directions supplemental thereto provided by CITY.

CITY shall maintain or request property owners to maintain all trees along all MT routes and stops so as to preclude damaging vehicles by reason of low hanging trees and branches. CONTRACTOR and its employees shall cooperate with CITY by advising it of any such conditions observed during MT operations.

Nothing heretofore shall relieve CONTRACTOR'S bus operators from exercising good care and caution in their bus operations in order to avoid such damage.

2.1.8 NOTIFICATION – POTENTIAL INTERFERENCE WITH MT OPERATIONS

CITY shall make a reasonable effort to notify CONTRACTOR in advance of any road closures, detours, parades or other such events under CITY jurisdiction that may interfere with MT operations or require deviations from established routes or schedules. CONTRACTOR and CITY shall mutually agree upon such deviations.

2.1.9 CONTRACTOR DUTIES AND RESPONSIBILITIES - GENERAL

CONTRACTOR shall perform the duties and accept the responsibilities set forth below in connection with its operation of MT. The omission of a duty or responsibility herein below shall not relieve CONTRACTOR of its obligation to perform such duty or accept such responsibility, so long as it is usual, customary and generally accepted within the public transportation industry as being an integral element of operating a fixed route and demand responsive public transportation system of a kind and character such as MT.

CONTRACTOR shall strive at all times to provide service in a manner which will maximize productivity and at the same time emphasize quality customer service. Recognizing that the goals of productivity and service quality may conflict at times, the following standards are intended to be reasonably attainable by CONTRACTOR, fair to the customer and consistent with CITY expectations.

CONTRACTOR and CITY shall periodically meet, as determined by CITY, to evaluate performance of the system based upon these standards. If the standards are not fulfilling their intended purpose, they shall be adjusted based upon recommendations made by CONTRACTOR with concurrence and final decision by CITY. Should it be found that CONTRACTOR's performance has contributed to CONTRACTOR's failure to achieve these standards, CONTRACTOR shall take all reasonable actions requested by CITY to correct deficiencies in performance. Should deficiencies persist, CITY may take whatever additional action is necessitated by the circumstances and provided for in the Agreement of which this Scope of Work is a part.

CONTRACTOR shall provide the necessary management, technical and operating services for the operation of the MT system as specified by the CITY. CONTRACTOR shall assist and cooperate with CITY in meeting the objectives of providing quality transportation services. CONTRACTOR shall perform close liaison activities, coordination and cooperation with CITY on matters related to operations, monitoring, and reporting and service performance measurements.

2.1.10 PERFORMANCE STANDARDS – FIXED ROUTE SYSTEM

CONTRACTOR shall operate fixed route bus services as specified by CITY and in strict

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accordance with the operating days and hours, routes and schedules set forth in the MT Schedule and Route Map Brochure, or any revisions thereto, and shall provide such service in a safe, professional and courteous manner. Notwithstanding the above, CONTRACTOR is hereby authorized to deviate from established routes when necessary to avoid construction, detours, and vehicles or other obstructions within the public right of way. CONTRACTOR shall notify CITY of such obstruction caused deviation(s) as soon as is practicable upon learning that the deviations are or may become necessary.

In the event that a MT route operates more than ten (10) minutes behind schedule, CONTRACTOR shall take all available steps to restore on-time performance. CONTRACTOR shall establish procedures, subject to CITY approval, to restore on-time performance.

MT Fixed Route service shall be provided in accordance with the following performance standards:

1. 95% of scheduled fixed route departures shall be on-time or shall not be more than five (5) minutes late leaving from any timed stop.
2. 0% of scheduled fixed route departures shall leave ahead of schedule (HOT).
3. 0% of fixed route trips shall depart from timed stops earlier than the time listed on the schedule.
4. 0% of fixed route trips shall be missed.
5. The total vehicle miles between preventable accidents shall be greater than 35,000 miles.
6. There shall be no more than one passenger complaint for every 5,000 fixed route passengers.
7. There shall be a minimum of three primary vehicles in service each day and one back-up ready to ensure uninterrupted service delivery.

2.1.11 PERFORMANCE STANDARDS –DIAL-A-RIDE/ADA PARATRANSIT

DAR/ADA Paratransit service shall be operated in strict accordance with the operating days, hours and service area as set forth in the current MT DAR/ADA Paratransit Guidelines, or any revisions thereto, as provided in Appendix E. CONTRACTOR shall ensure that each staff person who comes in contact with paratransit customers is trained on ADA requirements for interacting with individuals with disabilities.

CONTRACTOR shall respond to telephone requests for ADA Paratransit, and Dial-A-Ride service on a demand response basis in accordance with MT service standards stated herein below, and shall accept reservations made up to fourteen (14) days in advance of the day of service.

CONTRACTOR shall also accept “subscription service” reservations. However, the level of subscription service provided shall not exceed fifty percent (50%) of the total number of trips available during a given hour of the day.

CONTRACTOR is authorized to have two (2) vehicles in DAR/ADA Paratransit service at any given time, depending upon fluctuations in the demand for service. However, in no event shall the total annual vehicle revenue hours billed to CITY for DAR/ADA Paratransit service exceed the revenue hours listed in this RFP without prior authorization by CITY.

CONTRACTOR shall ensure that the following standards are met for DAR/ADA Paratransit Service:

1. 95% of paratransit passengers must be picked up within +/- 10 minutes of the scheduled pick-up time.

2. 90% of paratransit passengers must be picked up within +/- 15 minutes of the scheduled pick-up time.
3. 0% ADA denied trips.
4. Ensure that no passengers are picked up later than 30 minutes after the scheduled pick-up time.
5. Ensure that passengers are contacted fifteen minutes prior to scheduled pick up to advise them as to whether the route is on time, or to advise as to how late the route is.
6. There shall be a minimum of one passenger complaint for every 1,000 DAR passengers.
7. The total vehicle miles between preventable accidents shall be greater than 35,000 miles.
8. Ensure that ADA certified individuals are given priority service. Seniors and other passengers are accommodated on a space available basis.
9. Ensure compliance with all other policies and procedures in place by CITY.

2.2.1 SPECIAL EVENT, PROMOTIONAL, AND OTHER SPECIAL SERVICES

In addition to regular MT, CONTRACTOR may from time to time, upon receiving authorization by CITY, provide special event, promotional, or other special transportation services within the MT service area using MT vehicles, provided that such services are determined by MT to be in the public interest, do not interfere with regular MT operations, and are in compliance with applicable federal and state statutes. CONTRACTOR shall be entitled to compensation for such services at the normal rates per revenue vehicle hour specified in the Agreement.

2.2.2 OPERATIONS PERSONNEL

CONTRACTOR shall provide all management, supervision, training, bus operators, dispatchers, clerks, service workers, telephone information operators, and such other personnel necessary to responsibly operate the MT public transit system, including any required on-board security or supervision.

2.2.3 OPERATIONS MANAGEMENT

CONTRACTOR shall provide operations management at a level and capability sufficient to oversee its functions and employees. CONTRACTOR shall designate and provide the services of a full-time onsite Operations/General Manager, subject to the approval of CITY, who shall provide overall management and supervision of MT public transit operations under the terms of this Agreement. The Operations/General Manager must have a minimum of five years of experience in public transportation operations including at least two years' management experience, including working with labor unions.

The Operations/General Manager shall work cooperatively with CITY in matters relating to service quality, providing operational and other data as described in this Scope of Work, responding to comments from MT passengers and the general public, and responding to specific requests for other assistance as the need arises.

CONTRACTOR shall assure CITY that the Operations/General Manager designated for this project will not be replaced without the prior written consent of CITY. Should the services of the Operations/General Manager become no longer available to CONTRACTOR, the resume and qualifications of the proposed replacement shall be submitted to CITY for approval as soon as possible. CITY shall respond following receipt of these qualifications concerning acceptance of the candidate for replacement Operations/General Manager.

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The office of the Operations/General Manager will be physically located at the MTC. The General Manager will be expected to remain at the facility or otherwise within the transit service area as appropriate to the maximum extent possible. The General Manager shall be available either by phone, e-mail or in person to make decisions regarding day-to-day MT operations, including emergency situations, or to provide coordination as necessary, and shall be authorized to act on behalf of CONTRACTOR regarding all matters pertaining to this Scope of Work.

2.2.4 EMPLOYEE SELECTION AND SUPERVISION

CONTRACTOR shall be responsible for the employment and supervision of all employees necessary to perform MT. Responsibilities shall include employee recruitment, screening, selection, training, supervision, employee relations, evaluations, retraining and termination.

CONTRACTOR shall use appropriate screening and selection criteria in order to employ operations personnel. CONTRACTOR shall perform employment, DMV, physicals, and criminal background checks of all employees associated with this Agreement and shall undertake the steps necessary to assure that all such employees perform their duties in a safe, legal, and professional manner at all times.

CONTRACTOR shall make all reasonable efforts to ensure that employees having contact with the public in the course of their duties are of good moral character. Any such employee who is convicted of a felony or of a crime involving moral turpitude during the time of his/her employment shall not be permitted to continue to hold a position of employment involving contact with the general public. CONTRACTOR shall develop, implement and maintain an employee alcohol and substance abuse testing program, in accordance with FTA guidelines, for all employees in safety-sensitive positions including personnel engaged in the operation, maintenance and repair, and control of MT vehicles and equipment. Such program will comply with all applicable requirements as established by the Federal Transit Administration or by other federal or state agencies, including regulations promulgated to implement the Omnibus Transportation Employee Testing Act of 1991.

CONTRACTOR shall at all times comply with applicable state and federal employment laws, including Section 1735 of the California Labor Code and Title VI of the Civil Rights Act of 1964, as amended.

Nothing in this section shall be construed by either CONTRACTOR or CITY to be in conflict with the language and intent of Article 10, Independent CONTRACTOR, of the Agreement of which this Scope of Work is a part and as set forth in Appendix D.

2.2.5 TRAINING OF BUS OPERATORS AND OPERATIONS PERSONNEL

CONTRACTOR shall develop, implement and maintain a formal training and retraining program that shall be subject to review and approval by CITY. An outline of the training program, including periodic updates, shall be on file. All bus operators, dispatchers, reservationists, customer service personnel, and supervisors shall participate in the program.

CONTRACTOR shall implement and maintain a specific training and retraining program for all bus operators. The program must provide a fixed minimum number of hours of training (144 hours) for all new employees, including classroom instruction, behind the wheel training under supervision of a certified instructor, and in-service training. The program shall include, but not necessarily be limited to, instruction covering applicable laws and regulations and defensive

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driving practices, disabled passenger assistance techniques, accident/incident procedures, radio procedures, MT operating policies and procedures, employee work rules, vehicle safety inspection, equipment care and maintenance and repair, customer relations and passenger conduct. Bus operators shall be trained to operate all types of buses, wheelchair lifts and securement systems, and other equipment, which they may be expected to use in the MT services.

All bus operators shall be certified as having completed CONTRACTOR'S formal training course for new bus operators as approved by CITY, and be licensed with a valid California Class B driver's license with appropriate certification(s) and medical card. Bus operators of transit buses shall possess a Verification of Transit Training Certificate as issued by the DMV, pursuant to Section 12804.6 of the California Vehicle Code and shall possess a California General Public Paratransit Vehicle (GPPV) certificate. Bus operators shall meet all applicable requirements as established by the CHP.

CONTRACTOR shall prepare and furnish to all bus operators, dispatchers, telephone operators, and supervisors a DRIVER'S MANUAL. Contents of the DRIVER'S MANUAL shall include the following subject areas: driver's rules; accident/incident policies; radio policies and procedures; fog and inclement weather policy; vehicle inspection, care and maintenance policy and procedures, reporting procedure and pertinent sample forms.

Dispatchers, reservationists, supervisors and any other personnel who may from time-to-time be assigned to telephone information or reservation lines shall be trained in customer relations skills, telephone manners, accident/incident procedures, fares, bus and demand response schedules and services, information referrals, ADA regulations regarding trip reservations, MT reservation procedures, and operating policies. Dispatch personnel assigned to MT scheduling and vehicle dispatching duties shall have a detailed knowledge of applicable procedures and professional techniques.

2.2.6 BUS OPERATOR'S RESPONSIBILITIES

Bus operators will, when requested by CITY, hand out notices to passengers or otherwise render assistance in MT's customer relations, promotion, marketing, monitoring and supervisory functions. Bus operators will be required to honor special passes; collect, cancel and/or validate passes, tickets and coupons; and issue and collect passes, tickets and transfers, as determined by CITY. Bus operators shall verify deposits into the farebox of cash fares and cash for the purchase of passes. Bus operators shall record ridership counts by passenger category and boarding location in accordance with procedures approved by CITY.

When requested, bus operators of vehicles in DAR/ADA Paratransit or fixed route service shall provide passenger assistance to persons with disabilities, including boarding/alighting assistance, and loading and unloading of small packages.

2.2.7 UNIFORMS

CONTRACTOR shall assure that all of its employees comply with the specifics set forth in this paragraph. Employees shall be in uniform acceptable to CITY, and shall wear tags clearly displaying their names while performing their duties. Upon notice from CITY concerning any conduct, demeanor, or appearance of any employee not conforming to these requirements, CONTRACTOR shall take all steps necessary to remedy the violation. Employees shall not wear uniforms while off duty, except as employees traveling to and from the workplace. The uniform requirements are as follows:

- (1) **Black or Navy Blue slacks or shorts.** Pants must be clean, pressed and with no visible areas of wear.

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- (2) **Solid collared shirt.** Shirts must be of one solid MT color, clean, pressed and with no visible wear areas with a single MT logo/patch approved by the CITY. Shirts can be long or short sleeved and tucked in at all times. Rolled up sleeves are not allowed. Pregnant operators may wear their shirts outside their pants as long as their shirts are tailored with a square cut bottom.
- (3) **Black shoes and black or navy socks.** All footwear must be conservatively styled, hard soled, with closed toe and heel. Heel heights or shoe design must not impact safe operation of the vehicle. When wearing boots, the trouser legs must remain outside the boot at all times. Shoes must be shined.
- (4) **Black belt.** All belts must be conservative in style. Belt buckles must be conservative in both style and size. Suspenders are not allowed.
- (5) **Name Badge.** Name badge should be displayed and visible at all times on the right side of the outer most garment.
- (6) **Hair.** Bus operators and customer service staff must keep hair clean and well groomed. For safety reasons, hair must not hang over the eyes or otherwise impair vision. Hair may be placed in a braid, ponytail, or hair clips; however, hair clips must be conservative in size and professional in style. Headbands, ribbons, and scarves are not permitted. Hair must not be of an unnatural color or style which compromises the professional appearance of the bus operator, such as spikes, Mohawks, multi-colored hues, or blue, pink, green, purple, etc.
- (7) **Mustaches, Beard and Sideburns.** Bus operators' moustache, beard and sideburns must be neatly trimmed and well-groomed at all times.
- (8) **Fingernails.** Fingernails must be neatly trimmed and conservative in style and must not impact the bus operator's ability to operate the bus safely and perform other tasks as required.
- (9) **Jewelry.** Jewelry must be conservative and appropriate for the workplace. Earrings should not exceed one (1) inch in diameter. Ear "plugs" or "gauges" are not permitted. Facial jewelry is strictly prohibited.
- (10) **Hats.** Hats are optional but only CITY approved hats and visors shall be permitted.
- (1) **Undergarments.** Undergarments are strongly suggested. When undershirts are worn, they must be a solid color. Shirt lettering or graphics should not be visible through the uniform shirt material. Aside from crew-neck undershirts that may be visible when a tie is not worn, no portion of any undergarment should be visible outside of the uniform.

- (11) **Sweaters / Jackets.** Bus operators may wear a unisex pullover sweater vest, zipper vest, zipper sweater, jacket or button sweater that must be one solid MT color with a single MT logo/patch approved by CITY.

2.2.8 SAFETY PROGRAM

CONTRACTOR shall assume full responsibility for assuring that the safety of passengers, operations personnel and CITY's vehicles and equipment are maintained at the highest possible level throughout the term of this Agreement. CONTRACTOR shall comply with all applicable CHP and OSHA requirements, and shall furnish CITY with copies of annual CHP vehicle/equipment inspections and CHP safety compliance reports, including pull notices.

CONTRACTOR shall develop, implement and maintain, in full compliance with California state law, a formal safety and accident prevention program including periodic safety meetings, participation in safety organizations, safety incentives offered by CONTRACTOR to bus operators and other employees, and participation in risk management activities under the auspices of CONTRACTOR's insurance carrier or other organization.

CONTRACTOR shall participate in the State of California DMV "Driver Pull Notice Program" for appropriate monitoring of employee driver license activity.

CONTRACTOR shall require all bus operators, dispatchers, and supervisors to participate in the safety program. CONTRACTOR will be responsible for implementing requirements as set forth in the CITY's Public Transportation Agency Safety Plan (PTASP). These requirements include but are not limited to the following:

- Participate in annual review an updated to the PTASP.
- Assist in collecting data to monitor and revise Safety Performance Targets.
- Communicate the Safety Management Policy to new CONTRACTOR employees.
- Ensure that CONTRACTOR employees participate in the Employee Safety Reporting Program.
- Participate in Safety Risk Management, including safety hazard identification, safety risk assessment, and safety risk mitigation.
- Encourage Safety Communication and safety culture.
- Participate in CITY's ongoing Safety Management System trainings.
- Conduct ongoing training to staff to ensure competencies comply with PTASP.

SAFETY COMPLIANCE REPORT/TERMINAL RECORD UPDATE

CONTRACTOR shall submit to CITY an annual Safety Compliance Report/Terminal Record Update (CHP 343) through an inspection conducted by the Motor Carrier Unit of the CHP. CONTRACTOR must attain satisfactory rating in all inspection categories. Any findings must be expeditiously corrected and/or explained to the satisfaction of CITY.

TRAINING AND SAFETY MANAGER: CONTRACTOR shall designate a full-time Training and Safety Manager who is Transit Safety Institute (TSI) certified to assist the General Manager in carrying out all activities relative to implementing CONTRACTOR'S training and safety program. Training and Safety Manager must comply with SMS and PTASP requirements. The Training and Safety Manager is considered Key Personnel. Additional requirements include:

- Three (3) years of experience as an instructor.

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- Possession of a valid Class A or B California License, current Medical Form DL51 with a passenger endorsement, and Verified Transit Training (VTT).

Training and Safety Manager must be observed instructing and be approved by CITY before being used as an instructor. Training and Safety Manager may not train or instruct non-CITY staff (operators and dispatchers) or staff from other transit properties during CITY contract time, unless approved by CITY in advance. If position is vacant, liquidated damages shall be applied, please reference appendix I.

2.2.9 ROAD SUPERVISION

CONTRACTOR shall provide road supervision by management (i.e. General Manager and Safety/Training Manager) as required to monitor bus operators and vehicles and assist bus operators in revenue service, including assistance with special events. CONTRACTOR shall have adequate staffing during all revenue service hours to provide said service.

CONTRACTOR shall provide a vehicle for road supervision/driver shuttling and must contain the following: MT logo; must state "Road Supervisor" on the sides of the vehicle; and must be a four-door vehicle.

2.2.10 ACCIDENT, INCIDENT, AND COMPLAINT PROCEDURES

CONTRACTOR shall develop, implement and maintain procedures, subject to CITY review and approval, to respond to accidents, incidents, service interruptions, and complaints. Such occurrences to be addressed include, but are not necessarily limited to, vehicle accidents, passenger injuries, passenger disturbances, in service vehicle failures, lift or ramp failures of buses in service, fixed route buses operating more than ten (10) minutes behind schedule, and demand response buses operating more than thirty minutes behind promised schedule.

All traffic accidents involving transit system vehicles, irrespective of injury, shall be reported to the Manteca Police Department, or CHP, as appropriate, and then to the Transit Manager, or designee. CONTRACTOR shall request that the law enforcement agency respond to investigate the accident. CONTRACTOR shall supply CITY with copies of all accident and incident reports.

The Transit Manager shall be notified by CONTRACTOR of all accidents and incidents resulting in loss or damage to MT property within 24 hours. In cases involving injury, CONTRACTOR shall notify the Transit Manager immediately upon receipt by CONTRACTOR of such information. Failure to notify CITY, liquidated damages shall be applied, please reference appendix I.

2.2.11 VEHICLE SCHEDULING AND DISPATCHING

CONTRACTOR shall utilize a systematic method to schedule and transport passengers using the DAR/ADA Paratransit buses. The method should be capable of accommodating both advance reservations, same day reservations (two (2) hour advance notice) and integrating all demand for service into efficient vehicle tours which maximize productivity and assure service quality to levels prescribed in this Scope of Work. Only computer-assisted scheduling is acceptable; a manual method shall not be used for this task.

CONTRACTOR shall provide an adequate fixed number of employees to staff the DAR/ADA

Paratransit scheduling and vehicle dispatching functions to minimize extended “hold” or wait times and provided quality service to passengers. Said employees shall also be responsible for maintaining radio contact with all vehicles in service and for maintaining the daily dispatch log to be proposed by CONTRACTOR.

2.2.12 COMPUTER AIDED DISPATCH SYSTEM

CONTRACTOR shall provide a system to develop, deploy and support customer information solutions for DAR/ADA Paratransit service. The computer-aided dispatch system shall include:

- Real time, demand response, on-time performance tracking and monitoring, with ability to examine non-compliant occurrences (profiling call data)
- Automated monitor and advisement of “late trips”, with ability to examine non-compliant occurrences (profiling call data)
- Monitor and alert of passenger/trips that meet certain criteria
- Automated printing of No Call/No Show letters to consumers advising of their status
- Automated proactive calling of passengers for “Next Day Service” with option to cancel the trip at the time of the call
- Ability to have paratransit passengers call an automated line for real-time status update of estimated ETA
- Reporting (in addition to current):
 - ✓ On-Time by Hour
 - ✓ On-Time by Bus Operator
 - ✓ On-Time by Daily Pullouts and Routes
 - ✓ On-Time Return to Yard Report
 - ✓ On-Time Performance Exception
 - ✓ Route Optimization Report Predictive Analysis
 - ✓ Tracking of calls successful, unsuccessful, hold and wait times in compliance with the ADA and integrated into the CITY’s telephone system.

2.2.13 OPERATIONS FACILITY

CONTRACTOR shall occupy and utilize the operations facility provided by CITY and known as the MTC, as described throughout this Agreement. CONTRACTOR shall staff the MTC during MT days of operation to sell passes, provide customer service, and secure the facility. CITY may modify the lobby and customer service hours at its discretion.

CITY provides modular office furniture and chairs. CONTRACTOR shall provide any other office equipment required to operate transit services in accordance with the Scope of Work.

2.2.14 TELEPHONE RESERVATION AND INFORMATION SYSTEM

CONTRACTOR shall operate a CITY provided and maintained telephone system dedicated exclusively to the reception of incoming calls from MT passengers for the purposes of requesting service information and DAR/ADA paratransit service or reservations.

CITY shall provide telephone equipment and no less than four telephone lines. CONTRACTOR

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shall provide all telephone information and dispatch personnel necessary to effectively respond to incoming calls at a quality and level consistent with MT passenger demand.

CONTRACTOR shall respond to incoming calls with a minimum of busy signals or "on hold" wait time. Call volume will periodically be monitored and the need for additional phone lines will be evaluated.

CITY reserves the right to modify telephone equipment to record all incoming calls for quality assurance purposes.

2.2.15 FARES; FARE COLLECTION

All farebox revenues are the property of the CITY. Fare collection and related security measures shall be the sole responsibility of CONTRACTOR. CONTRACTOR shall assure that each passenger pays the appropriate fare prior to being provided transportation service. All cash fares (or cash for day passes or other authorized ticket sales) will be paid by passengers in the amount due for their appropriate fare classification. Fares shall be deposited by passengers in the fare boxes installed in each vehicle. CONTRACTOR shall collect, or otherwise process in the manner directed by CITY, all cash and non-cash fares (transfers, passes and like).

All fare accounting and cash handling procedures proposed by CONTRACTOR shall be in accordance with internal control procedures established and approved by CITY.

CITY shall provide automatic fareboxes on each vehicle that CONTRACTOR will empty daily into the CITY's vault. CONTRACTOR shall provide data collection counting system. Revenue collection and accounting are to be handled by competent and capable individuals and should be complementary to their primary duties under this Agreement.

Except as otherwise provided, fare revenue shall be brought to the CITY Finance Division daily (except Saturdays and alternating Fridays) for deposit to CITY's bank. CITY reserves the right to audit fare revenue collection and accounting at reasonable times without prior notification to CONTRACTOR.

2.2.16 BOOKS; RECORDS; REPORTS

CONTRACTOR shall maintain all books, records, documents, accounting ledgers, and similar materials relating to work performed for CITY under this AGREEMENT on file for at least three (3) years following the date of final payment to CONTRACTOR by CITY. Vehicle maintenance records, however, shall be retained indefinitely and shall be turned over to CITY at conclusion of contract. Original documents or certified copies shall be maintained locally.

Any duly authorized representative(s) of CITY shall have access to such records for the purpose of inspection, audit and copying at reasonable times, during CONTRACTOR'S usual and customary business hours. CONTRACTOR shall provide proper facilities to CITY representative(s) for such access and inspection. Further, any duly authorized representative(s) of CITY shall be permitted to observe and inspect any or all of CONTRACTOR'S facilities and activities during CONTRACTOR'S usual and customary business hours for the purposes of evaluating and judging the nature and extent of CONTRACTOR'S compliance with the provisions of this AGREEMENT. In such instances, CITY'S representative(s) shall not interfere with or disrupt such activities.

CONTRACTOR shall collect, record and report to the CITY on a monthly basis all accounting

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data for the MT operation in accordance with the Uniform Financial and Reporting Elements (FARE) as required under Section 15 of the Federal Transit Administration, and Section 99243 of the California Public Utilities Code, as each of the foregoing are now in force or may hereafter be amended. All worksheets and detail information used to prepare these reports shall be available to CITY within five business days after the close of the applicable month.

CONTRACTOR shall collect, record and report all operational data for both the DAR/ADA Paratransit and Fixed Route service as required by the CITY in a format approved by the CITY. Such data shall include, but not be limited to: statistics required under National Transit Database (NTD) reporting; passenger count data by fare and demographic category, vehicle hours, vehicle miles, vehicle revenue hours, vehicle revenue miles, passengers per hour, wheelchair boardings, road calls, accidents and incidents, complaints and compliments, and DAR/ADA Paratransit passenger no-shows, cancellations and missed trips.

CONTRACTOR shall provide ADA data separate from combined DAR/ADA data in each monthly report. Reports shall include trip denial rate, on-time performance rate, number of missed trips and number of excessively long trips for both ADA and DAR passengers to demonstrate that there is not a pattern or practice of capacity constraints.

CONTRACTOR shall provide passenger mile sampling data in accordance with a method approved by the Federal Transit Administration (FTA) for NTD reporting purposes.

Information concerning vehicle activity shall be collected daily on the bus operator's log, bus operator's report, dispatch log, and/or other forms as developed by CONTRACTOR and approved by CITY, and shall be summarized daily in Daily Operational reports and available for CITY review.

The operations data shall be collected and compiled daily, weekly, monthly, quarterly, and annually; and shall provide reports as specified by CITY, according to the individual routes, modes and total system.

Daily logs, reports, and summaries shall be available for CITY review at the MTC by 5:00 p.m. of the next business day following data collection. Monthly reports shall be forwarded to CITY no later than ten (10) Days after the end of each month. Annual reports (July 1st to June 30th) shall be compiled on a year-to-date cumulative basis and shall be submitted to the Transit Manager within 30 days after the close of the applicable fiscal year.

2.2.17 SYSTEM PROMOTION

CITY shall direct MT system promotion and advertising, provide or pay for all advertising and promotional materials, and authorize all promotional activities.

CONTRACTOR shall prepare and carryout an annual schedule of community-based promotional activities; dispense MT information publications to various locations and bus stops; respond to passengers' requests for information; act as a liaison and provider of system promotion information with and to community agencies and groups; and do all other things to assist and support CITY's advertising and public information efforts.

Community based promotional activities may include such activities as operation of a booth at community events such as the pumpkin festival, farmer's market, or job fairs; participation in parades and Stuff-the-Bus events; presentations to senior citizen centers, community

agencies, organizations and groups, and schools; training of trainers for employers or other user groups. The promotional activities shall be organized cooperatively with, and approved by, the CITY.

Notwithstanding anything herein to the contrary, the CITY reserves all authority to direct and control any and all public information regarding the MT system. The CITY owns and controls the MT name and logo. The name and logo shall not be used without CITY authorization. In no event shall CONTRACTOR release any advertising or promotional materials without prior approval of CITY.

2.2.18 SYSTEM RECOMMENDATIONS

CONTRACTOR shall continually monitor MT operations, routes, services, system design, facilities and equipment and shall, from time-to-time and as warranted, advise CITY and make recommendations to it upon observed deficiencies and needed improvements. CITY shall retain all authority, however, to make determinations and to take action on such recommendations.

2.2.19 EMERGENCIES; NATURAL DISASTERS

In the event of an emergency or natural disaster, CONTRACTOR shall make available, to the maximum extent possible, transportation and communications services and facilities to assist CITY in ameliorating such incidents. To the extent CITY requires CONTRACTOR to provide such emergency services and facilities, CONTRACTOR shall be relieved of its obligation to fulfill the duties and responsibilities to operate MT hereinabove contained. Further, CONTRACTOR shall be entitled to be paid reasonable compensation for providing such emergency services and facilities, provided however, that the amount of such compensation and time of its payment shall be mutually agreed upon by CONTRACTOR and CITY following the conclusion of the emergency or disaster, or at such other time as they may mutually agree.

2.3 CONTRACTOR DUTIES AND RESPONSIBILITIES – VEHICLE MAINTENANCE, FUELING, CLEANING, INSPECTIONS, AND STORAGE

CONTRACTOR shall perform the duties and accept the responsibilities set forth below in connection with the maintenance of CITY vehicles and equipment. The omission of a duty or responsibility herein below shall not relieve CONTRACTOR of its obligation to perform such duty or accept such responsibility, so long as it is usual, customary and generally accepted within the public transportation industry as being an integral element of operating a fixed-route and/or demand response public transportation system of a kind and character such as the Manteca public transit system.

2.3.1 MAINTENANCE - GENERAL

CONTRACTOR shall be responsible for the cleaning and maintenance of all CITY transit vehicles in accordance with Original Equipment Manufacturer (OEM), FTA, CHP and CITY standards. CONTRACTOR shall provide furnishings and accessories required in connection with its operation of MT in a clean, safe, sound and operable condition at all times. In this regard, unless an item is specifically identified as provided by CITY, CONTRACTOR shall provide all labor, lubricants, solvents, repairs, parts, supplies, maintenance and repair tools and equipment, and such other components, facilities and services, which may be required to fulfill

its maintenance and repair responsibilities, at CONTRACTOR's sole cost and expense.

2.3.2 CITY PROVIDED VEHICLES; EQUIPMENT

CITY shall provide CONTRACTOR with the following revenue vehicles: Nine (9) gasoline, 25-foot, low-floor cutaways, and (1) CNG 35-foot bus for transit operations services within the CITY. Additional vehicles will be purchased and remain in compliance with zero-emission bus (ZEB) requirements. All revenue vehicles are ADA accessible and equipped with automatic fare boxes, ITS products, electronic destination signs, bike racks and all external decals and logos. Vehicle List is attached hereto as Appendix B.

The CITY is currently installing an Intelligent Transportation System (ITS) equipment which includes Automatic Vehicle Locators (AVL), Automatic Passenger Counters (APC), Automatic Voice Announcement (AVA), and an Onboard Infotainment System.

All vehicles and equipment provided by the CITY shall be used only for operating services for MT as defined in this Agreement, unless otherwise authorized, in writing, by CITY. Upon execution and commencement of this Agreement, CITY shall provide CONTRACTOR the aforementioned revenue transit vehicles necessary to operate current and future transit services. CONTRACTOR shall be responsible for all maintenance of the vehicles and abide by all requirements outlined in Section 2.3.4 "Maintenance".

In addition to revenue vehicles specifically listed and provided by CITY, the CONTRACTOR is responsible for providing one (1) vehicle for non-revenue use by CONTRACTOR. This may be used as a shuttle vehicle; road supervisor vehicle or other official transit use as deemed appropriate by CONTRACTOR. CONTRACTOR shall bear all fueling and maintenance costs for said non-revenue vehicle.

2.3.3 VEHICLE MAINTENANCE FACILITY

CONTRACTOR shall establish a vehicle maintenance shop located within 10 miles from the Manteca Transit Center located at 220 Moffat Boulevard to conduct all maintenance and repairs on MT vehicles. Said facility shall not be established by CONTRACTOR without CITY concurrence. CONTRACTOR shall be responsible to equip the facility with all tools and equipment necessary for maintenance and repair of transit vehicles in accordance with this Agreement. All out-of-service MT vehicles shall be stored at all times within the Manteca CITY Corporation Yard. CITY, at its sole discretion, may consider alternate storage locations for parking MT vehicles.

2.3.4 MAINTENANCE STAFF

CONTRACTOR shall provide a maintenance mechanic to be on-site at the Manteca Bus Facility each morning thirty minutes prior to the first vehicle pull-out to inspect vehicles for any maintenance issues.

CONTRACTOR shall assign a dedicated maintenance manager to the MT System and any other appropriate maintenance staff to conduct timely maintenance and repairs to maintain total fleet availability consistent with service requirements. The mechanic may also be the maintenance manager.

2.3.5 VEHICLE MAINTENANCE

CONTRACTOR is responsible for all maintenance and repairs for revenue vehicles unless

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otherwise directed by CITY for all existing and future CITY- provided vehicles and equipment, including all labor and material costs for major overhauls to heavy duty items such as engines and transmissions.

Vehicles shall be maintained in "Service Ready" condition at all times. Repair work shall be conducted as soon as practicable upon learning that such work is required. CONTRACTOR shall not defer maintenance for reasons of shortage of maintenance staff or operable buses. All maintenance procedures must meet or exceed manufacturer's recommendations and comply with all CHP regulations.

CONTRACTOR shall perform repair work expeditiously in response to identification of problems by bus operators or other staff members. At CITY's discretion, CONTRACTOR shall provide a copy of all submitted and/or completed repair orders to CITY at monthly meetings with CITY transit and fleet maintenance staff. CONTRACTOR shall adhere to records and reporting requirements as described in Section 2.1.3.

Specifically, CONTRACTOR is responsible for the following:

- a) Establish and follow a pre-trip/post-trip inspection program including but not limited to checking heating and air-conditioning systems, oil and other fluids, belts and hoses, customer seats, wheelchair positions and tie-downs, lights, doors including lifts, windshield wiper and washer system, emergency equipment including a first aid kit, brakes, tires and wheels, exhaust system, mirrors, glass, horn and body damage.
- b) Conduct Preventative Maintenance Inspections (PMI), at least every 45 days or 4,000 miles, or the manufacturer's suggested mileage, whichever is less, to include: replacement of engine oil and filters, checking body, doors and windows, seatbelts and seats, wheelchair securement positions and belts, wheelchair lift, interior climate controls, interior and exterior lights, vehicle operator gauges and controls, brake system, drive train, steering system, suspension system, engine fluids, belts, hoses, transmission fluids, air filter/system, water pump, batteries, ignition system, engine electrical system, spark plugs, fuses, exhaust system, fuel system, emergency equipment, passenger grab rails, damage to vehicles. Maintain relevant Preventive Maintenance Inspection logs.
- c) Maintain the vehicles in "Service Ready" condition at all times, including daily fueling and fluid checks, exterior and interior cleaning including washing, sanitizing hard surfaces of debris, sweeping and mopping, fan belt, flat tires, replace worn windshield wipers, hoses, bulbs and lenses, batteries and fuses, preliminary road service, cycle wheelchair lifts and maintain tie-downs, certified fire extinguisher.
- d) Maintain all components of the vehicle bodies, paint, glass, appurtenances and frames in a safe, sound and undamaged condition at all times, including electronic destination sign equipment, farebox equipment, stop request equipment and any other accessory devices attached to the existing or future buses.
- e) Heating and air conditioning systems shall be maintained in a state of operating condition throughout the entire year.
- f) Repairs (including body, paint, glass and all bus appurtenances) shall be made within thirty (30) days, or less, of date of occurrence.
- g) Have responsibility for proper use, care, maintenance and towing of all revenue service vehicles to and from CONTRACTOR's maintenance facility.
- h) Maintain an inventory of parts and fluids sufficient to assure timely repairs.

- i) Make exterior repairs, including painting and bodywork upkeep.
- j) Complete all required governmental and regulatory documents.
- k) Not allow any vehicle into operation when its condition is unsafe or uncertain.

2.3.6 ROAD CALLS

In the event of a vehicle failure while in service, scheduled passengers of failed vehicle must be transported as expeditiously as possible. Time is of the essence; CONTRACTOR shall develop a plan that results in minimal service disruption to ensure on-time performance. The failed vehicle must be removed from the street within two hours of the request for the road call. Road calls are to be documented in Dispatch and Operations Log including lost service; CITY personnel are to be notified immediately upon occurrence.

Road calls are categorized into two categories, mechanical and non-mechanical. Mechanical road calls are included in the miles between road calls (MBRC) metric that is reported and recorded by MT.

Mechanical road calls result from failure of components or systems that are a direct reflection of the quality of maintenance being performed on the buses. The purpose of isolating mechanical road calls is to identify those failures that are the responsibility of CONTRACTOR's vehicle maintenance department and best reflect their responsibility for the failure. Such systems include, but are not limited to: Engine, Transmission, Brakes, Electrical, Doors/Body, Steering Suspension, Wipers/Accessories, Wheelchair ramp/lift, HVAC system.

Non-mechanical road calls result from failure of components or systems that are not a direct reflection of the quality of maintenance being performed by CONTRACTOR. Such failures include, but are not limited to: Farebox, Radio, Camera, ITS System, Tires, Accidents, Operator error, Soiled interior, Vandalism.

In all such cases, the inclusion in the non-mechanical category requires that all scheduled maintenance on the system has taken place and the failure is the result of something outside of the control of CONTRACTOR. For example, a tire that needs repair because it ran over a nail is a non-mechanical road call. However, a tire that loses tread due to poor maintenance is a mechanical road call. The following standard shall apply to mechanical Road Calls:

1. 5,000 in-service miles between preventable road calls per month which cause delays in excess of ten (10) minutes.

2.3.7 WHEELCHAIR LIFT FAILURES

Wheelchair lifts/ramps shall be cycled once each day prior to in-service use. Lift and ramps failures shall be reported to dispatch and reported to CITY in the following Monthly Management Report. Lift and ramps failures shall not delay a passenger's trip more than one (1) hour. CONTRACTOR shall examine service frequency to determine the most efficient and timely alternative transportation available to the passenger(s). Manual operation of lift and ramps is considered a failure and should also be reported to CITY.

CONTRACTOR shall provide the following information in the Monthly Management Report regarding all in-service wheelchair lift and ramp failures: date, time, route, vehicle and location. CONTRACTOR shall also provide details on the alternative transportation provided to the passenger(s) and the length of time the passengers' transportation was delayed.

2.3.8 DAILY VEHICLE INSPECTION

CONTRACTOR shall submit proposed Daily Vehicle Inspection (DVI) Reports, checklists, and any other applicable reports to CITY for approval prior to service start-up date. CONTRACTOR shall have operator record pre- and post-trip inspections using the DVI Report. For purposes of this Agreement, daily inspection and servicing shall include, but not be limited to: fueling; checking engine oil, and coolant; wheelchair lift/ramp check; brake check and bleeding of air lines; light and flasher check; interior sweeping, dusting and mopping as needed; exterior and interior visual inspection; and a check of all vehicle performance defects reported by bus operators to identify potential safety and reliability items requiring immediate attention.

2.3.9 ALTERATIONS

CONTRACTOR shall not install equipment or make any alterations to any CITY-owned equipment without prior written consent of CITY. CONTRACTOR shall not post any notices, announcements or other materials in or on equipment unless approved by CITY.

2.3.10 USE

No CITY-provided vehicles or equipment shall be operated beyond the limits established in the applicable policies of insurance as hereinafter set forth, and may only be used for the transportation of passengers as provided in Agreement or in services approved beforehand by CITY. CONTRACTOR agrees to use vehicles in a careful and proper manner and to comply with all federal, state, local, or other governmental laws, regulations, requirement and rules with respect to the use, maintenance and operation of the vehicles subject to Agreement. CONTRACTOR may not use CITY provided equipment to train persons who are not working on services under this Agreement or to train outside of the CITY limits without prior authorization by CITY.

2.3.11 VEHICLE STORAGE

When not in service, all vehicles shall be stored in the designated area at the CITY's Corporation Yard (205 E. Wetmore, Manteca), Waste Quality Control Facility (2450 W. Yosemite, Manteca), or other locations upon approval by CITY. All doors, windows and safety hatches of vehicle shall be closed and secured. For the purpose of this section, all unoccupied buses parked at the City Corporation Yard or the Waste Quality Control Facility shall be considered to be under CONTRACTOR's care and control, regardless of whether a CITY or CONTRACTOR employee transported the vehicle there. CONTRACTOR shall, at its sole expense, repair any damage that occurs to any of the CITY vehicles assigned to this Agreement while under the care and control of CONTRACTOR or any of its employees, regardless of the party that is responsible for damage.

2.3.12 VEHICLE CLEANING

CONTRACTOR shall maintain the exterior and interior cleanliness of all MT vehicles to the highest standards at all times. The interior of all vehicles shall be kept free of litter and debris to the maximum practicable extent throughout the operating day.

All vehicles that have been in revenue service shall have the following items performed on a

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nightly basis: Sweep the floor; dust the dashboard and operator controls; remove all foreign matter such as gum, grease, dirt and grime; clean and sanitize interior surfaces; empty trash receptacle; inspect for seat damage or graffiti. Any graffiti or damage to seat upholstery shall be removed and repaired by CONTRACTOR upon discovery. No vehicle shall be put into revenue service with visible graffiti without approval by CITY.

CONTRACTOR shall maintain a list of weekly cleaning services for all vehicles. This list shall be used to assure that all vehicles have had the action items completed weekly, or more often as directed by CITY: Wash exteriors of all buses including body, windows (exterior and interior), wheels, rubber or vinyl components such as tires, bumper, and fender; mop floors; clean side panels and ceilings; clean seat frames and backs; clean operator's compartment. Door edge guards shall be cleaned and treated with a preservative at least once per month, or as necessary to maintain an attractive appearance. Buses shall be kept free of vermin and insects at all times. CONTRACTOR shall exterminate all vermin and insects from all vehicles immediately upon their discovery, utilizing safe and non-hazardous materials.

CONTRACTOR shall comply with all federal, state, and local laws and regulations with respect to wastewater that results from vehicle cleaning.

2.3.13 FUEL

CITY shall supply all fuel required to operate MT revenue vehicles. Actual fueling of each vehicle shall be performed by CONTRACTOR personnel using the fueling facility at the Manteca Corp Yard, 205 E. Wetmore St., Manteca or the Waste Quality Control Facility, 2450 W. Yosemite, Manteca) or other locations upon approval by CITY. CITY shall provide fueling cards and identification badges to designated CONTRACTOR personnel to access the Corporation Yard and Control Facility. CONTRACTOR and employees shall adhere to any and all accounting, administrative, operating and safety procedures required by CITY in connection with all fueling operations.

2.4 CONTRACTOR DUTIES AND RESPONSIBILITIES - OFFICE FACILITY

By execution of this Agreement, CONTRACTOR acknowledges that the MTC provided by the CITY has been received in a clean and acceptable physical condition for use for the purpose intended. Upon termination of this Agreement, CONTRACTOR shall vacate the office facility, leaving the premises clean and with no damage, and in a condition not less than that which the premises were in at the time of commencement of this Agreement, except for reasonable wear.

2.4.1 CLEANING

CONTRACTOR shall maintain the office area used by CONTRACTOR in a clean, neat and orderly manner. CITY shall provide routine janitorial services, trash removal, and floor care for the MTC, including the area used by CONTRACTOR.

2.4.2 NOTIFICATION OF MAINTENANCE AND REPAIR NEEDS

CONTRACTOR shall notify CITY in a timely manner regarding situations that require the repair or maintenance of the MTC. CONTRACTOR shall allow adequate time for CITY to determine the extent of the situation and schedule the repair, if needed.

2.4.3 HAZARDOUS MATERIALS PROGRAM

CONTRACTOR shall develop and actively maintain a Hazardous Materials Handling, Disposal, and Monitoring system, including a regularly scheduled safety and training program as prescribed by federal, state, and local laws and regulations. Records regarding the purchase, storage, and disposition of hazardous materials shall be maintained as required by federal, state, and local laws and regulations. No hazardous material or any California State Proposition 65 material shall be delivered to or placed within the facility or adjacent areas without a current Safety Data Sheet (SDS) on file at the location where the hazardous material shall be stored.

2.4.4 UTILITIES

CITY shall provide utility services such as telephone services, solid waste, natural gas, electricity, water and sewer.

2.4.5 CONTRACTOR DUTIES AND RESPONSIBILITIES – BUS STOP SHELTERS

CITY shall maintain CITY bus stops that are equipped with shelters in a clean and inviting condition at all times. Bus operators shall be instructed to spot check and report any cleaning, maintenance and repair needs immediately to dispatch. Operations Management shall report maintenance or major repair needs to CITY.

CONTRACTOR shall install and maintain all route schedules and other postings at bus stops and shelters, as may be required or requested by CITY in the future.

2.4.6 RADIO COMMUNICATIONS SYSTEM

CONTRACTOR shall provide, operate and maintain a two-way radio communication system in compliance with all applicable federal statutes, regulations, and licensing conditions. Unless authorized in writing to the contrary, the radio communications system provided for MT services shall be used solely for providing communications related to MT operations. Since all transit operations share the same channel, bus operators shall ensure that communication is brief and that professional etiquette is maintained at all times.

CONTRACTOR shall be responsible for airtime or other frequency of use charges connected with use of the two-way radio system and for all maintenance and repair required to maintain radio equipment in accordance with manufacturer specification.

3 PROCUREMENT PROCESS AND BASIS OF AWARD

3.1 REQUEST FOR PROPOSALS SCHEDULE

This procurement is being carried out as a Request for Proposals/competitive negotiation. The Agreement shall be awarded by CITY using a “Best Value” selection method. “Best Value” is a selection process in which proposals contain both price and qualitative components, and award is based upon a combination of price and qualitative considerations. Qualitative considerations may include technical design, technical approach, quality of proposed personnel, and/or management plan. The award selection is based upon consideration of a combination of technical and price factors to determine (or derive) the offer deemed most advantageous and of the greatest value to the procuring agency.

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Award shall be to the PROPOSER whose Proposal is determined to be the most advantageous and greatest value to the CITY, based on the evaluation factors in Section 4.2 (B). The proposed RFP schedule is as follows:

Date	Activity	Responsibility
Thursday, January 19, 2023	Release RFP	CITY
Monday, February 6, 2023	Non-Mandatory Onsite Inspection	CITY
Friday, February 10, 2023	Deadline for submitting questions	PROPOSER
Thursday, February 17, 2023	City response to questions	CITY
Monday, February 27, 2023	PROPOSALS DUE	PROPOSER
March 6, 2023 (week of)	Interviews/negotiations (if necessary)	CITY and PROPOSER
March 6, 2023 (week of)	Notification of Request for best and final offers	CITY
Tuesday, March 13, 2023	Finalize best and final offer	CITY and PROPOSER
Monday, March 16, 2023	Notice of Intent to Award	CITY
Tuesday, April 18, 2023	Staff recommendation to City Council of Contract Award	CITY
Monday, April 24, 2023	Execute Contract with PROPOSER	CITY and PROPOSER
Saturday, July 1, 2023	Contractor initiates service	CITY and PROPOSER

3.2 REQUESTS FOR CLARIFICATION AND ADDENDA PROCESS

1. After the Non-Mandatory On-Site Inspections, follow-up questions will be accepted until **5:00 pm, Friday, February 10, 2023**. The CITY's written response(s) to all of the follow-up questions received from CONTRACTORS will be mailed to all CONTRACTORS that have provided contact information and will be posted on the CITY's website by **Thursday, February 17, 2023** at www.manteca.gov. All such requests should be sent via e-mail to the staff person identified above.

The CITY shall not be responsible for any explanation or interpretations of the RFP other than by written addendum delivered to each PROPOSER. No oral interpretations of any provision in this RFP shall be binding upon the CITY.

2. **Addenda** - CITY reserves the right to make modifications or issue addenda to this RFP, either at the request of a Prospective PROPOSER or upon CITY initiative. If the CITY determines it is appropriate to revise any portion of this RFP, CITY will issue, and make available to all Prospective PROPOSERS, a written addendum setting forth such revision. PROPOSERS are required to acknowledge receipt of addenda in writing by submitting Form A in Appendix F. If an addendum requires significant changes in the Work to be performed under the Agreement, the RFP timeline/schedule may be adjusted at CITY's discretion in order to allow Prospective PROPOSERS enough time to revise and submit Proposals.

3.3 PROPOSAL DUE DATE

Proposals must be received by CITY at the City Clerk's Office at 1001 W. Center Street, Manteca, CA 95337, addressed as set forth in Section 3.5 below, by **5:00 PM PACIFIC STANDARD TIME ON Monday, February 27, 2023**. Proposals received after this specified

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date and time shall be considered late and shall not be considered for evaluation. Proposals shall be valid for one hundred twenty (120) days after the final proposal due date.

3.4 PROPOSAL DELIVERY, MARKINGS, AND CONTENTS

1. **Delivery of Proposals** - It is the PROPOSER's responsibility to ensure that their Proposal is received by the CITY prior to the hour and date specified in Section 3.4 above. All proposals shall be delivered to:

City of Manteca City Clerk's Office
Attn: Juan Portillo
1001 W. Center Street
Manteca, CA 95337

2. **Format of Proposals** - All proposals shall be typewritten clearly and legibly, in conformance with this RFP. Each proposal must include a Technical Qualifications Proposal and a Price Proposal, and must include all of the required forms in Appendix F. Each proposal shall include a Table of Contents clearly referencing the sections of each submittal. Each section shall be separated by labeled tab dividers and the Proposals placed in a 2" D-ring binder with interior pockets. Proposals shall be delivered in a sealed box plainly marked on the outside with: "Proposal for MT Operations Contractor" and "**DO NOT OPEN WITH REGULAR MAIL**" and shall consist of: ONE (1) UNBOUND ORIGINAL, ONE-SIDED HARD COPY; FIVE (5) BOUND COPIES (TWO-SIDE ACCEPTABLE) and ONE (1) ELECTRONIC VERSION (on USB DRIVE).

3. **Ownership of Records** - The Proposals received become the exclusive property of CITY.

4. **Marking of Documents** - PROPOSERS shall clearly designate and mark information deemed confidential, proprietary, or trade secret consistent with applicable California law. Proposals that indiscriminately identify all or most of the Proposal as exempt from disclosure without justification will not be sufficient and shall not bind CITY in any way whatsoever.

5. **Public Records** - At such time as a contract is awarded by CITY, all Proposals submitted in response to this RFP shall become a matter of public record and shall be regarded as public records, with the exception of those elements of each Proposal which are: (i) trade secrets as defined in California Government Code § 6254.7(d) and which are so marked as trade secret, confidential, or proprietary; and (ii) any questionnaires and/or financial statements required and deemed to not be public records and not open to public inspection pursuant to California Public Utilities Code § 99154. CITY will not disclose information marked proprietary, confidential or trade secret unless required to do so by law or legal process; provided, however, CITY may disclose such information to its legal and financial advisors as it deems necessary or appropriate. CITY shall not in any way be liable or responsible for the disclosure of any such records or portions thereof, including, without limitation, those so marked as confidential, proprietary, or trade secret, if disclosure is deemed required by law or by an order of a court.

3.5 ACCEPTANCE OF TERMS AND CONDITIONS

PROPOSERS understand and agree that submission of a proposal will constitute

acknowledgment and acceptance of, and a willingness to comply with, all the terms, conditions, and criteria contained in this RFP (including the Draft Agreement in Appendix C), except as otherwise specified in the proposal. Each proposal found technically acceptable shall constitute an offer to provide the services described in this RFP. Proposals are subject to modifications through the discussions/negotiations at the option of the CITY; however, PROPOSERS should submit proposals that are acceptable without additional explanation or information. Any and all parts of the submitted proposal may become part of any subsequent Agreement between the selected CONTRACTOR and the CITY.

3.6 TECHNICAL PROPOSAL CONTENTS

Proposals shall provide a straightforward, concise delineation of the PROPOSER's capability to satisfy the requirements of this RFP. Each proposal shall be submitted in the format described herein and shall provide all pertinent information, including, but not limited to, information relating to management structure and key personnel, operations capability, experience, plan for addressing key cost drivers, financial resources, and other information as specified in this RFP. At a minimum, PROPOSER shall include the following information in a clear and concise format in addition to the required forms attached in Appendix F:

1. **Organizational Information:** Provide a statement of the firm's organizational structure, experience, history, form of legal entity (i.e., partnership, corporation, etc.), capabilities, financial solvency, list of owners and officers and management philosophy. Particular attention to management philosophy is important because the CITY is interested in how PROPOSER intends to manage the staff and system. For example, is the business based locally, will hiring be done locally or will existing employees be brought there, will employees work on a full-time or mostly part-time basis, etc.
2. **References:** List all of the contract services of similar operations that your firm has provided during the proceeding five years, including the name of the agency, contact person and phone number, e-mail addresses, description of service(s) and dollar amount of contract. (CITY may contact any person listed for use as a reference, and may consider the results of such contacts in the evaluation process.)
3. **Prior Performance Record:** Provide documentation of prior transit service experience including detailing startups, ridership improvement, on-time performance, safety record, cost containment, and productivity. In addition, include the following:
 - a. The following statistics and information, for the most recent thirty-six (36) months of service, for not less than five (5) or more than ten (10) of the entities listed in paragraph (1) above: (A) Revenue Service on-time performance; (B) complaints per 100,000 passengers; (C) chargeable (preventable) accidents per 35,000 miles; (D) miles between road calls; and (D) number, dollar amount, and category of liquidated damages assessed. The statistics and information provided shall be based on, or otherwise utilize, the definitions in the NTD reporting system where applicable.
4. **Personnel:** Submit the qualifications, background and availability of the candidate for General Manager and Safety/Training Manager. This will be the day-to-day contact for the CITY and cannot be changed without prior approval of a replacement. Describe other key management personnel and supervisory positions that will participate in the performance of this Agreement. Describe PROPOSER's hiring program.

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- a. PROPOSERS shall provide evidence that each person identified in its proposal as filling a key position is, in fact, committed to the CITY project. PROPOSERS should note that CITY requires Key Personnel to be 100% dedicated to CITY's MT operations, unless it provides prior written approval for a lesser time dedication.
 - b. PROPOSER should include an organization chart and provide an explanation of the relationship of the project team to the PROPOSER's corporate entity, including the specific areas of corporate support to be provided to the CITY.
5. **Scope of Work:** A detailed description of the operations capability, methods and resources by which PROPOSER intends to use to perform the work set forth in the Scope of Services, including:
- a. Any strategies or concepts the PROPOSER may have for enhancing service quality, reducing costs, or otherwise improving the productivity and performance of the services provided, and provide specific examples of cases where the PROPOSER has successfully implemented these strategies for other public agency clients.
6. **Vehicle Maintenance Program:** Provide a detailed description of the PROPOSER's plan to maintain vehicles and equipment used to provide transit services. The plan should include, but not be limited to, staffing approach, inspection schedules, and preventative maintenance schedules. Explain how maintenance will be scheduled so as to not interfere with delivery of daily transit service. Explain road call and vehicle change-out procedures, and the following:
- a. Provide a table of at least three (3) transit systems comparable in size to MT, demonstrating the performance of the PROPOSER's maintenance program over a 12-month period (July 1, 2021 - June 30, 2022) showing the following metrics: 1) Miles between road calls, 2) Total number of days vehicles remained out of service, and 3) % of bus availability. Show what the standard was and the actual performance and any other key information.
7. **Innovation Approaches and Technologies:** This section should address the PROPOSER's strategies and concepts for managing and controlling key cost drivers. Identify and describe any examples/case studies in which the PROPOSER has successfully implemented cost control or revenue enhancement strategies for other public agency clients in the following areas:
- a. workers' compensation;
 - b. fuel efficiency and savings;
 - c. workforce attendance;
 - d. improvement in recruitment/retention;
 - e. improvement in fare revenue collection;
 - f. improved efficiency in use and maintenance of vehicles;
 - g. technology enhancements to improve quality, efficiency, and/or reliability of transit operations; and
 - h. any other specific areas which the PROPOSER believes to be an appropriate target for improving cost control and management or increasing transit system revenues.
8. **Employee Work Rules and Benefit Package:** Submit PROPOSER's specific work rules and benefit package that will be provided to employees. Please include any incentive, motivational or awards program that you would provide.

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9. **Staffing Plan:** Submit a detailed staffing plan indicating all management and staff employee positions, the number of full-time equivalent employees at each position (full-time equivalent employee equals 2,080 work hours per year), and salary and benefit schedules for each employee classification. The staffing plan should be specific to each of the three years. PROPOSER selected under this RFP will be required to adhere to its Staffing Plan throughout the term of the Agreement. The Staffing Plan should demonstrate that the PROPOSER shall be able to recruit, provide and retain a sufficient number of qualified personnel to operate the services being procured under this RFP in accordance with all contractual requirements and current service levels. In addition:
 - a. The staffing plan must include the résumés of the proposed Regional Manager, General Manager, Safety/Training Manager, Dispatcher(s) showing all relevant education, training and experience. PROPOSERS are instructed not to submit managers for consideration unless these individuals are expected to be available for the entire contract period on a full-time basis.
 - b. Provide a description of the PROPOSER's plans and programs to promote employee recruitment and retention, including its plan for adequate compensation and benefits, opportunities for advancement, and other means for promoting the recruitment and retention of employees and the preservation of a stable work force.
 - c. Provide a description of the PROPOSER's program for rewarding outstanding employee performance, including attendance, and for enhancing the overall quality and performance of the workforce.
10. **Training Program:** Submit a description of the PROPOSER's program for training operators, dispatchers, supervisors, and other personnel. The Training Program must include an identification of the specific course content or subject matter and the number of hours of training to be provided for each of the above classes of employees. A minimum of 144 hours per bus operator is required for the initial training program. In addition, provide the following:
 - a. A description of the specific training the PROPOSER will provide regarding (1) the operation of Equipment and systems used in providing service under the Agreement; (2) the ADA training program; (3) customer service training program; and (3) safety and security of operations, Vehicles, and the MTC to assure compliance with the safety and security requirements of the Agreement.
 - b. A description of both initial and in-service training, including the steps the PROPOSER intends to take to improve employee skills, enhance service quality, and promote safety in the performance of work.
11. **Safety, Security Programs and Risk Management:** This section shall include (1) a description of the PROPOSER's program for assuring safe transit operations and compliance with Federal and State safety laws and regulations, including a bus operator evaluation program; and (2) a description of the PROPOSER's safety record over the past five (5) years, in statistical form if possible, including an identification of any citations during that period for violations of the FTA Public Transportation Agency Safety Plan, California Occupational Safety and Health Act, the Federal Occupational Safety and Health Act of 1970, or any other applicable safety law or regulation.
12. **Performance Monitoring and Quality Control Program:** Submit a list of PROPOSER's performance monitoring measures and program, including operations and maintenance. Describe the quality control program of PROPOSER.

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13. **Plan and Schedule for Operation of System**: Submit a detailed plan and schedule for the operation of the system and maintenance. This should include all activities necessary for Fixed Route and DAR/ADA Paratransit operations.
14. **Road Supervision**: Submit a description of the formal procedure and schedule for road supervisory personnel, including vehicle(s) for use and monitoring of service. Describe any other functions which will be assigned to management (i.e. General Manager and Safety/Training Manager).
15. **Transition and Start-Up Plan**: This section shall describe the PROPOSER's plan for carrying out its transition and start-up activities and assuming responsibility for the services specified in this RFP, including (1) an identification of the issues that will need to be addressed in the transition and start-up period; and (2) the PROPOSER's plan and itemized schedule for addressing each of those issues. Note that the PROPOSER's transition and start-up costs should be identified in the Start- Up Costs Price Sheet included in Exhibit I.

In addition, this Plan shall specifically describe the actions the PROPOSER will undertake, during the transition and start-up period, to foster an environment that will promote the CITY goals of providing safe, reliable, and high-quality transit services, assuring courtesy to passengers, and providing exceptional customer service.

16. **Handling Operational Emergencies and Requests**: Submit a description of practices used by PROPOSER in handling routine emergencies. Submit a description of PROPOSER's approach to responding to requests for changes in service such as service refinements associated with start-up.
17. **Insurance Coverage**: Provide a statement indicating insurance coverage by type and dollar amount and loss history for a five-year period.
18. **Insurance Certificate**: Submit proof of ability to obtain insurance as specified in Exhibit H. This proof shall take the form of a current certificate of insurance. If the certificate does not cover the requirements as specified in the draft agreement, verification of availability of required insurance to CONTRACTOR shall be provided in the form of a letter of confirmation from the PROPOSER's insurance broker.

3.7 PRICE PROPOSAL

1. **General** - Each PROPOSER shall submit a Price Proposal that includes all of the information described in this Section. PROPOSERS shall provide ONE (1) UNBOUND ORIGINAL HARD COPY; FIVE (5) BOUND COPIES; AND (1) ELECTRONIC VERSION (USB DRIVE) of the Price Proposal in a separate sealed envelope marked "PRICE PROPOSAL - CITY OF MANTECA TRANSIT OPERATIONS". (The electronic version should be separate from the Technical Qualifications Proposal). The price and cost information should be presented in an Excel spread sheet. All figures in the written hard copy of the Price Proposal must be in ink or typewritten; figures written in pencil or containing erasures are not acceptable.

2. **Specific Contents** - The Price Proposal shall set forth the proposed price for providing the services in this RFP using the forms in Appendix H, including each of the following:

3. **Elements of Cost** - In developing Price Proposals, PROPOSERS should take into account that the CITY will be paying for the fuel costs for the Revenue Vehicles used to provide services pursuant to this RFP. By assuming responsibility for these fuel costs, CITY is

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relieving the selected PROPOSER of a significant cost risk during the term of the Agreement. In addition, in developing Price Proposals, PROPOSERS should take into account their obligation to comply with applicable Federal, State, and local laws and regulations relating to employee wages and benefits and the CITY business license fees.

4. **Price Stability** - In submitting Price Proposals, PROPOSERS agree that all prices proposed shall be good for one hundred twenty (120) calendar days from the proposal due date.

3.8 RESTRICTIONS ON LOBBYING AND CONTACTS

1. Restrictions on Lobbying and Contacts with CITY of Manteca CITY Council -

During the period beginning on the date of the issuance of this RFP and ending on the date of Contract Award, no person (or entity) submitting a proposal in response to this RFP, nor any officer, employee, representative, or agent representing such a person (or entity), shall contact through any means or engage in any discussion regarding this RFP, the evaluation or selection process, or the award of the Contract with any member of the CITY Council. Any such contact shall be grounds for the disqualification of the PROPOSER.

2. **Restrictions on Lobbying and Contacts with CITY of Manteca Staff** - During the period beginning on the date of the issuance of this RFP and ending on the date of Agreement Award, PROPOSERS or representatives of PROPOSERS shall limit their communication with CITY staff to the written clarification and addenda process and interviews and discussions held pursuant to Sections 3.3 and Section 4. During such time period, any such person or entity is precluded from having any communications regarding this RFP, the evaluation or selection process, or the award of the Agreement with any member of the CITY Evaluation Committee, other than communications during the interviews and discussions. Any such unauthorized communication shall be grounds for the disqualification of the PROPOSER. The current CONTRACTOR may have discussions with CITY staff regarding current operations.

3. **Conflicts of Interest** - No employee, officer or agent of CITY shall participate in the evaluation or selection process, or in the award or administration of the Contract, if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when one of the following has a financial or other interest in any firm proposing on or selected for the award:

1. The employee, or an officer or agent of the employee;
2. Any member of the employee's immediate family;
3. The employee's business partner; or
4. An organization which employs, or is about to employ, any of the above.

CITY's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from PROPOSERS, Prospective PROPOSERS, subcontractors to PROPOSERS, or other parties to sub agreements whereby the intent could reasonably be inferred as influencing the employee in the performance of his or her duties or was intended as a reward for any official act on his or her part.

3.9 EXCEPTIONS TO TERMS AND CONDITIONS

PROPOSERS should list any exceptions to the terms of this RFP (specifically including the

ATTACHMENT 2

terms and conditions in the Draft Agreement in Appendix C). If no exceptions are stated, it will be understood that all terms will be complied with. In determining take or not take exceptions, PROPOSERS are advised to confer with legal counsel. CITY will not consider changes or additions to the Agreement unless those matters are raised as exceptions in the PROPOSER's Submittal. A determination that an exception is material shall be in the sole discretion of CITY and its judgment is final.

3.10 FALSE, INCOMPLETE, OR UNRESPONSIVE STATEMENTS

False, incomplete, or unresponsive statements in connection with a proposal may be sufficient cause for rejection of the proposal. The evaluation and determination of the fulfillment of this matter shall be in the sole discretion of CITY and its judgment shall be final.

3.11 PROPOSAL WITHDRAWAL

The PROPOSER's authorized representative may, prior to the date and time set as the deadline for receipt of proposals, modify or withdraw a proposal in person or in writing to the office previously specified, or by email to jportillo@manteca.gov. If proposals are modified or withdrawn in person, the authorized representative shall make his or her identity known and shall sign a receipt for the proposal. Any such modification or withdrawal must be received by CITY no later than the date and time scheduled as the proposal receipt deadline. After the proposal receipt deadline, proposals may not be withdrawn for one hundred eighty (180) calendar days.

3.12 COSTS INCURRED BY PROPOSER

Any costs incurred by PROPOSERS in responding to this RFP shall be the PROPOSER's sole expense and will not be reimbursed by CITY.

3.13 TECHNICALLY UNACCEPTABLE PROPOSALS

Non-responsive proposals are not acceptable and will be rejected by CITY. Non-responsive proposals are defined as proposals that do not comply with the RFP terms and conditions, and requirements.

3.14 DISQUALIFICATION OF PROPOSERS

PROPOSERS may be disqualified and proposals may be rejected for any of the following reasons:

1. Failure to use the Price Proposal forms provided by CITY.
2. Lack of signature by authorized representative of the PROPOSER.
3. Failure to properly complete documentation in the proposal.
4. Evidence of collusion among PROPOSERS.
5. Unauthorized alteration of proposal forms.
6. Failure to provide a proposal that is responsive to the requirements of the RFP.

3.15 PROPOSAL REJECTION

CITY reserves the right in its discretion to accept or reject any and all proposals submitted in response to the RFP, or refuse to enter into any contract resulting from any proposal submitted, without expense to CITY.

4 Proposal Review and Evaluation

4.1 STEPS IN EVALUATION PROCESS

A. **Evaluation of Proposals** - After the proposals are received and opened by the CITY, the CITY shall review and evaluate all proposals for responsiveness to the Request for Proposals in order to determine whether CONTRACTOR possesses the professional qualifications necessary for the satisfactory performance of the services required. The CITY shall also investigate qualifications of all CONTRACTORS to whom the award is contemplated, and the CITY may request clarifications of proposals directly from one or more CONTRACTORS.

Negotiations may or may not be conducted with PROPOSERS; therefore, the Proposal should include the PROPOSERS' most favorable terms and conditions since selection may be made without discussion with any PROPOSER.

The screening and selection process shall be as follows:

1. Proposals will be opened and undergo an initial evaluation to determine which proposals are the most qualified, responsive, and offer the best value based on the Technical Qualifications and Price Proposal. To determine the overall score and the proposal offering the Best Value, the Technical Qualifications score will count seventy five percent (75%) and the Price Proposal Score will count twenty five percent (25%).
2. In the overall scoring, CITY will give PROPOSERS retaining employees in accordance with California Labor Code Section 1072(a) the preference described in Section 1072(b) of ten percent (10%).
3. Upon completion of the initial evaluation, the CITY shall notify those CONTRACTORS whose proposals will be considered for further evaluation and negotiation. All CONTRACTORS so notified may be required to make presentations and negotiate in good faith in accordance with direction from the CITY. Any delay caused by CONTRACTOR's failure to respond to direction from the CITY may lead to a rejection of the Proposal.

4.2 PROPOSAL EVALUATION AND SCORING

A. **Interviews and Discussions** - If determined necessary, interviews and discussions will be held by the Transit Manager (and other representatives) and members of the Evaluation Committee with all PROPOSERS determined to be in the competitive range. Interviews will be held during the week of **March 6, 2023**. The purpose of such interviews be to obtain additional information or clarification of PROPOSERS' proposals and to discuss modifications of such proposals, if any. At a minimum, the proposed General Manager and a senior management official authorized to commit on behalf of the PROPOSER shall be present at such interview. In addition:

1. The timing, length, and structure of interviews will be at the discretion of CITY, but they will normally include a presentation by the PROPOSER, followed by questions and requests for clarification by the interview panel.
2. PROPOSERS should ensure that each individual identified in its proposal as filling

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a Key Personnel position is present at the interview. Failure to comply with this requirement will adversely affect a PROPOSER's evaluation.

B. **Technical Qualifications Factors:** The CITY shall consider the following factors in evaluating the technical proposals:

1. **Quality of Programs, Plans and Submittals** -- The quality and completeness of PROPOSER's Operations Plan, Vehicle Maintenance Program, Safety Program, and the overall quality of the submittals required under this RFP. This factor will include an assessment of the PROPOSER's ability to enhance service quality, safety, and reliability of service and to provide consistently high-quality service.
2. **Innovative Approaches to Technology:** Assessment of equipment provided for computer aided dispatch system, system reservations and dispatch plan and data collection processes for Monthly Management Reports. This factor will include an assessment of the quality of PROPOSER's technical resources and personnel to assure equipment provided by CONTRACTOR is properly maintained and fully utilized to provide required reporting information.
3. **Management and Technical Competence:** The quality of the PROPOSER's Key Personnel and the proposed management team, the commitment of the Key Personnel to the Project; the PROPOSER's approach to management of the services; and the PROPOSER's strategies or concepts for enhancing service quality, productivity, and performance. This factor may include a review and consideration of client references and past performance.
4. **Capability and Experience:** The overall quality and extent of the PROPOSER's experience in fixed route and ADA/Paratransit operations and its demonstrated capability and performance in similar projects, including the PROPOSER's record for on-time performance; its safety record; and its overall ability to meet CITY performance requirements.
5. **Approach to Key Cost Drivers:** The logic and rationale of the PROPOSER's strategies and concepts for managing and controlling costs or for increasing transit system revenues. This should include an assessment of any cases/examples cited where the PROPOSER successfully implemented cost control or revenue enhancement strategies.
6. **Quality of Staffing Plan and Training Plan:** The overall quality of the PROPOSER's Staffing Plan and Training Plan, including the PROPOSER's capability of and plans for providing qualified and well-trained staff and personnel for the services to be provided and an assessment of the quality and amount of training to be provided to each class of employee. This factor will include an assessment of the PROPOSER's understanding of the staffing needs and requirements for providing the services required under this RFP and for meeting CITY's performance and quality standards. This factor will also include an assessment of the PROPOSER's specific plans and programs for promoting employee recruitment, retention and for rewarding employee performance.
7. **Transition and Start-up Plan:** The overall quality of the PROPOSER's Transition Plan that describes the process, details and schedule for providing an orderly transition to minimize the impacts of continuity on operations; maintain communication with staff;

identification of key issues; and plan to overcome barriers to transition, if applicable.

4.3 BEST AND FINAL OFFERS

At the conclusion of the interview and discussion process, the Evaluation Committee will evaluate and score the proposals. PROPOSERS may be requested to submit "best and final" offers. Such offers shall include any modifications made to proposals. "Best and final" offers must be received by CITY no later than 11:00 AM., Tuesday, March 13, 2023. The evaluation panel shall review "best and final" offers and conduct a final evaluation of proposals and recommend one PROPOSER for approval by CITY.

4.4 CONTRACT AWARD

A. **Action by the CITY Council** - After finalizing the terms and conditions of the Operations Agreement with the highest ranked PROPOSER, and receiving concurrence of the selection by the Public Works Director or designee, the Transit Manager shall submit the recommendation for Contract Award to the Manteca City Council on Tuesday, April 18, 2023. After review of and consideration of the recommended Contract Award, the City Council shall have the discretion to: a) concur with the recommendation and award the Contract to the recommended PROPOSER and authorize execution of the Operations Agreement; or b) reject any and all proposals. The City Council is not bound by the recommendation of the Evaluation Panel.

4.5 EVALUATION OF PRICE PROPOSALS

Price Proposals will be evaluated and scored on the basis of the total Contract Price Proposal, which is the sum of the annual prices for the base contract years and the option years, which shall be equal to (A) the Fixed Monthly Fee (Appendix H) times 12 for each year; plus (B) the proposed Rate per Revenue Hour (Appendix H) times the estimated number of Revenue Hours per year; plus (C) the Transition and Start-up Costs (Appendix H); plus the lowest total Price Proposal will receive the maximum number of points available for the Price Proposal factor, and each other proposal will receive points based on the ratio of its total price to the lowest total price. In addition, as noted above, CITY reserves the right to conduct a price reasonableness and/or price realism analysis of Price Proposals.

Results of any price realism analysis conducted may be used in responsibility determinations and in the assessment of a PROPOSER's performance risk and understanding of contractual obligations.

4.6 CITY'S RIGHT TO WITHDRAW REQUEST FOR PROPOSALS

The CITY reserves the right to withdraw this RFP at any time without prior notice. Further, CITY reserves the right to modify the RFP schedule described herein. CITY also makes no representations that any contract will be awarded to any PROPOSER responding to this RFP. CITY expressly reserves the right to reject any and all proposals without indicating any reasons for such rejection(s), to waive any irregularity or informality in any proposal or in the RFP procedure, and to be the sole judge of the responsiveness of any PROPOSER and of the suitability of the materials and/or services to be rendered.

4.7 COMPLIANCE WITH FEDERAL LAWS AND REQUIREMENTS

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This project is financed in part with funding received under Section 5307 of the Federal Transit Administration (FTA). By submitting a proposal, PROPOSER certifies compliance with all federal laws and requirements including, but not limited to: Charter Bus and School Bus Operations, Energy Conservation, Clean Water, Lobbying, Access to Records and Reports, Federal Changes, Clean Air, Recycled Products, No Government Obligations to Third Parties, Program Fraud or Fraudulent Statements and Related Acts, Termination, Government-Wide Debarment and Suspension, Privacy Act, Civil Rights Act (EEO, Title VI, & ADA), Breaches and Dispute Resolution, Transit Employee Protective Agreements, Disadvantaged Business Enterprise, Prompt Payment, Incorporation of Federal Transit Administration Terms, Drug and Alcohol Testing, Equal Employment Opportunity, Americans with Disabilities Act Access, Contract Work Hours and Safety Standards Act, and other laws and regulations applicable to contracts utilizing federal funds. The forms and certifications provided in Appendix D of this RFP shall be signed and included with the Proposal.

4.8 LABOR PROTECTION REQUIREMENTS

This project is subject to the provisions of 49 U.S.C. § 5333(b) (formerly Section 13(c) of the Urban Mass Transportation Act), specifically to the labor protection provisions incorporated into the contract of assistance between the Federal Transit Administration and the CITY. Section 5333(b) specifies that these protective arrangements must provide for the preservation of rights and benefits of employees under existing collective bargaining agreements, the continuation of collective bargaining rights, the protection of individual employees against a worsening of their positions in relation to their employment, assurances of employment to employees of acquired transit systems, priority of reemployment, and paid training or retraining programs. The successful PROPOSER, if different from the present CONTRACTOR, will therefore be required to offer employment to employees in good standing of the present CONTRACTOR who may be laid off as a result of the contract award, for any new positions created locally as a result of the contract award, and for which said employees are qualified. Said employees shall be rehired at not less than their current level of salary (or wages) and benefits as of. The following is a list of hourly wages for all positions currently assigned to Manteca, effective October 2022:

Position	Status	Hourly Pay Rate	Seniority Date
General Manager	Regular Full-Time	Salary	10/28/2017
Safety Manager	Regular Full-Time	Salary	06/28/2020
Dispatcher 1	Regular Full-Time	\$18.50	06/30/2022
Dispatcher 2	Regular Full-Time	\$19.36	3/15/2021
Driver 1	Regular Full-Time	\$23.71	10/28/2017
Driver 2	Regular Full-Time	\$23.71	10/28/2017
Driver 3	Regular Full-Time	\$23.71	10/28/2017
Driver 4	Regular Full-Time	\$23.71	10/28/2017
Driver 5	Regular Full-Time	\$23.71	10/28/2017
Driver 6	Regular Full-Time	\$23.71	10/28/2017
Driver 7	Regular Full-Time	\$20.35	03/25/2019
Driver 8	Regular Full-Time	\$20.49	12/16/2019
Driver 9	Regular Full-Time	\$20.49	12/30/2019
Driver 10	Regular Full-Time	\$19.89	08/23/2021
Driver 11	Regular Full-Time	\$19.50	01/10/2022

The current labor agreement for present CONTRACTOR employees is attached in Appendix J.

5 Protest Procedures

5.1 Purpose

The purpose of these procedures is to set forth the procedures to be utilized by CITY in considering and determining all bid protests or objections regarding solicitations, proposed award of a contract, or award of a contract whether before or after award.

5.2 General

In order for a bid protest to be considered by CITY, it must be submitted by an Interested Party (as defined below) in accordance with the procedures set forth herein. A protest which is submitted by a party which is not an Interested Party or which is not in accordance with the procedures shall not be considered by CITY, and will be returned to the submitting party without any further action by CITY. In all instances where CITY receives a protest involving a potential contract that will be funded with Federal Transit Administration funds, CITY will notify the Federal Transit Administration of the protest, provide information concerning the nature of the protest, and keep the Federal Transit Administration informed about the status of the protest.

5.3 Grounds for Protest

Any Interested Party may file a bid protest with CITY on the grounds that:

1. CITY has failed to comply with applicable Federal or State Law; or
2. CITY has failed to comply with its procurement procedures; or
3. CITY has failed to comply with the terms of the Solicitation in question, including the failure to adhere to the evaluation criteria set forth in the Solicitation, if applicable; or
4. CITY has issued restrictive or discriminatory specifications.

5.4 Contents of Protest

A bid protest must be submitted in writing and must include:

1. The name and address of the protestor.
2. The name of the procurement solicitation.
3. A detailed statement of the grounds for the protest, including all relevant facts and a citation to the Federal or State law, the provision of CITY procurement procedures, or specific term of the solicitation alleged to have been violated.
4. Any relevant supporting documentation the protesting party desires CITY to consider in making its decision.
5. The desired relief, action, or ruling sought by the protestor.

If any of the information required above is omitted or incomplete, CITY will notify the protestor, in writing, within one (1) day of the receipt of the protest, and the protestor will be given one (1) day to provide the omitted or incomplete information in order for the protest to

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be considered further. Note that this provision only applies in the case of a failure to state any grounds for a protest and does not apply to stating inadequate grounds for a protest or the failure to submit documentation.

All protests must be submitted to:

City of Manteca City Clerk's Office
1001 W. Center Street
Manteca, CA 95337

All protests must be received at the CITY address listed above during normal office hours of 8:00 a.m. to 5:00 p.m., Pacific Standard or Daylight Time.

5.5 Timing Requirements and Categories of Protests

CITY will consider the following categories of bid protests within the time period set forth in each category:

1. Any bid protest alleging improprieties in a Solicitation process or in Solicitation documents must be filed no later than five (5) Days prior to the scheduled bid opening or deadline for submittal of proposals, as appropriate, in order to be considered by CITY. Any protest based on such grounds not filed within this period will not be considered by CITY. This category of protests includes, but is not limited to, allegation of restrictive or exclusionary specifications or conditions.

Any bid protests regarding the evaluation of Bids or proposals by CITY, or alleging improprieties involving the approval or award or proposed approval or award of a Contract must be filed with CITY no later than five (5) Days after the protestor's receipt of CITY's written notice of its decision or intended decision to award a contract. Any protest filed after such date which raises issues regarding the evaluation of bids or proposals, or the Contract approval or award will not be considered by CITY. CITY will notify all unsuccessful bidders or PROPOSERS of its intent to award a Contract to the successful bidder or PROPOSER by email at the same time it notifies the successful bidder or PROPOSER if CITY Council approval is not required, and at the same time as the publication of the CITY Council agenda if CITY Council approval is required.

5.6 Review of Protest by CITY

1. CITY will notify the protestor within three (3) days of timely receipt of a bid protest that the protest is being considered.
2. In the notification, CITY will inform the protestor of any additional information required for evaluation of the protest by CITY, and set a time deadline for submittal of such information. If CITY requests additional information and it is not submitted by the stated deadline, CITY may either review the protest on the information before it, or decline to take further action on the protest.
3. In its sole discretion, CITY may give notice of any bid protest to other bidders or PROPOSERS for the procurement involved in the protest, as appropriate, and permit such bidders or offerors to submit comments to CITY relative to the merits of the bid protest. CITY will set a time deadline for the submittal of such

comments, which will be no less than five (5) Days after CITY provides notification of the protest.

4. In its sole discretion, CITY may schedule an informal conference on the merits of a bid protest. All Interested Parties will be invited to participate in the conference. Any information provided at the conference will only be considered by CITY in deciding the bid protest if it is submitted to CITY in writing within three (3) Days after the conference.

5.7 Effects of Protest on Procurement Actions

1. Upon receipt of a timely protest regarding the solicitation process of the solicitation documents in the case of sealed bids, CITY will postpone the opening of bids until resolution of the protest. The filing of the protest will not, however, change the date on which bids are due, unless CITY determines, and so notifies all bidders, that such a date change is necessary and appropriate to carry out the goals of the procurement and assure fair treatment for all bidders.
2. Upon receipt of a timely protest regarding evaluation of Bid or proposals, or the approval or award of a contract, CITY will suspend contract approval or other pending action, or issue a stop work order if appropriate, until the resolution of the protest. In this event, the successful bidder or PROPOSER may not recover costs as a change order.
3. Notwithstanding the pendency of a bid protest, CITY reserves the right to proceed with any appropriate step or action in the procurement process or in the implementation of the contract in the following cases:
 - (a) Where the item to be procured is urgently required;
 - (b) Where CITY determines, in writing, that the protest is vexatious or frivolous;
 - (c) Where delivery or performance will be unduly delayed, or other undue harm to CITY will occur, by failure to make the award promptly; or
 - (d) Where CITY determines that proceeding with the procurement is otherwise in the public interest.

5.8 Summary Dismissal of Protests

CITY reserves the right to summarily dismiss all or any portion for a bid protest that raises legal or factual arguments or allegations that have been considered and adjudicated by CITY in a previous bid protest by any interested party in the same solicitation or procurement action.

5.9 Protest Decisions

1. After review of a bid protest by appropriate CITY staff and/or legal counsel, a recommendation shall be made to the CITY Transit Manager or designee concerning the appropriate disposition of such protest.
2. The recommendation shall be made on the basis of the information provided by the protestor and other parties, the results of any conferences, and CITY's own

investigation and analysis.

3. The decision of the CITY Transit Manager shall be in writing and shall be the final binding CITY action. Except in exceptional circumstances, the decision of the CITY Transit Manager will be issued within thirty (30) Days after the date all relevant information is submitted according to the dealings set forth in these procedures.
4. If the protest is upheld, CITY will take appropriate action to correct the procurement process and protect the rights of the protestor, including solicitation, revised evaluation of bids or proposals or CITY's determination, or termination of the contract.
5. If the protest is denied, CITY will lift any suspension imposed and proceed with the appropriate state of the procurement process or the contract.

5.10 Federal Transit Administration Appeals

1. A protestor adversely affected by a bid protest decision of the CITY Transit Manager may submit a protest to the Federal Transit Administration (FTA) in accordance with the provisions of FTA Circular 4220.1F. As currently in effect as of the date of CITY's decision on the bid protest. A protestor must exhaust its administrative remedies by pursuing CITY protest procedures to completion before appealing CITY's decision to FTA.
2. Under the provision of the FTA Circular 4220.1F. FTA will only review protests regarding the alleged failure of CITY to have written protest procedures, the alleged failure of CITY to have complied with its protest procedures; or CITY's alleged failure to review a protest when presented the opportunity to do so. FTA will not consider every appeal filed by a protestor merely because a federal law or regulation may be involved. Instead, FTA will exercise discretionary jurisdiction over those appeals involving issues important to FTA's overall public transportation program. FTA will refer violation of Federal law for which it does not have primary jurisdiction to the Federal authority having proper jurisdiction. In accordance with the FTA Circular, such protest must be filed with FTA's Regional Office no later than five Days after the date when the protestor has received actual or constructive notice of CITY's final decision or within five Days of the date when the protestor has identified other grounds for appeal to FTA (i.e., CITY's failure to have or failure to comply with its protest procedures or failure to review the protest).

END

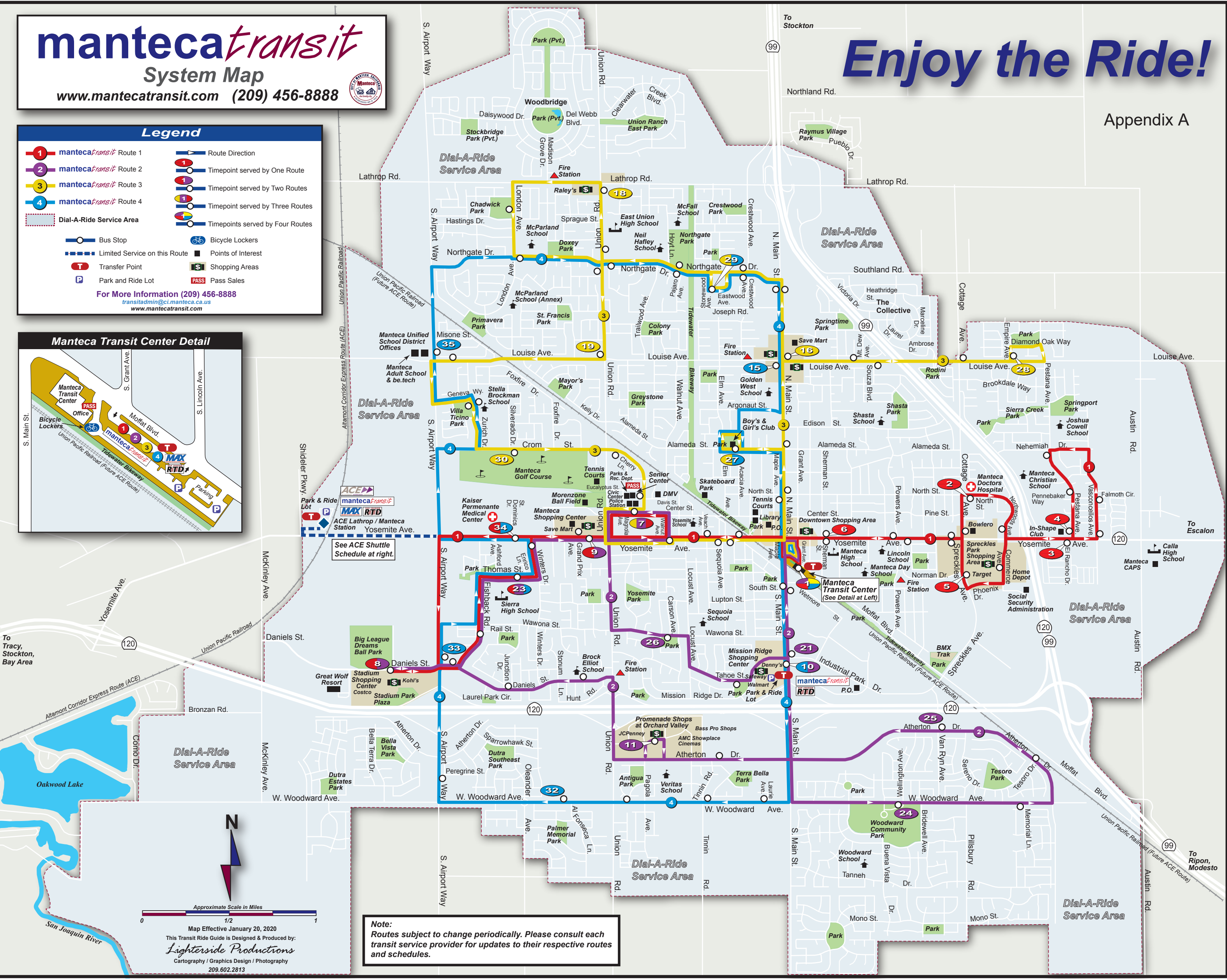
APPENDICES FOLLOW

Legend

- 1 mantecatransit Route 1
- 2 mantecatransit Route 2
- 3 mantecatransit Route 3
- 4 mantecatransit Route 4
- Dial-A-Ride Service Area
- Bus Stop
- Limited Service on this Route
- Transfer Point
- Park and Ride Lot
- Route Direction
- Timepoint served by One Route
- Timepoint served by Two Routes
- Timepoint served by Three Routes
- Timepoints served by Four Routes
- Bicycle Lockers
- Points of Interest
- Shopping Areas
- Pass Sales

For More Information (209) 456-8888
transitadmin@ci.manteca.ca.us
www.mantecatransit.com

Manteca Transit Center Detail



EZHub

The EZ Way to RIDE

Find EZHub on the VAMOS app

Plan, Pay and Ride!
MantecaTransit passes can now be purchased straight from your mobile phone. Passengers can access the VAMOS app by scanning the QR Code above or downloading it from the Apple App Store or Google Play.

Connections to Other Transportation Services

Contact the following providers listed below for transportation options outside the City of Manteca:

- Dibs:** 1-800-52-SHARE - www.dibsmvway.com. Ridesharing and vanpooling information for San Joaquin County.
- San Joaquin Regional Transit District (RTD):** 1-800-HOW-TO-RIDE - www.sjRTD.com. Operates County Hopper, Commuter and specialized services to/from Manteca to other areas of San Joaquin County, as well as Alameda and Santa Clara counties.
- Altamont Corridor Express (ACE):** 1-800-411-RAIL - www.acerail.com. Operates commuter rail service between Stockton and San Jose. Station is located at: 17800 Shideler Parkway, Lathrop, CA 95330. ACE is also a part of the Amtrak San Joaquins Thruway network. Visit www.amtrak.com or call 1-800-USA-RAIL for more details.
- Modesto Area Express (MAX):** (209) 521-1274 - www.modestoareaexpress.com. Operates express bus service between Modesto and Lathrop/Manteca ACE Station and the Manteca Transit Center, Monday-Friday during commuter hours.

mantecatransit

Dial-A-Ride & ADA Paratransit Services

Monday-Saturday

Manteca Transit ADA Complementary Paratransit service is a origin to destination transportation service for individuals who are ADA-Certified and are unable to use some or all of the fixed route bus services. Manteca Transit ADA Complementary Paratransit services provides comparable service to the regular fixed route system in terms of trips scheduled during the same times and within three-quarters of a mile of the fixed route service.

Manteca Transit Dial-A-Ride service operates within the City of Manteca for seniors, persons with disabilities, and Medicare cardholders.

Monday through Friday Service Hours

Priority service for ADA certified, first come, first served basis for Dial-A-Ride riders from 6 a.m. to 7 p.m. (last reservations at 5 p.m.)

Saturday Service Hours

Dial-A-Ride Demand Response Services and Paratransit service operates during the same days and hours as the regular fixed route service. Priority Service for ADA certified, first come, first served basis for Dial-A-Ride riders from 9 a.m. to 4 p.m.

Please call at least 2 hours in advance up to 14 days in advance for a reservation. If you no longer need service, please cancel your trip as soon as possible, but no less than 1 day in advance by calling (209) 456-8888.

Connections to RTD County Hopper for route deviation trips outside of Manteca is possible for those whom have Paratransit certification.

mantecatransit SHUTTLE TO ACE

Morning Shuttle to ACE Station Schedule

Shuttle to ACE Train #	Leave Manteca Transit Center	Arrive - Lathrop / Manteca ACE Station	ACE Trains Depart to South Bay Area	Depart - Lathrop / Manteca ACE Station	Arrive Transit Center
5	6:40	6:55	6:59	6:59	7:14
7	7:23	7:38	7:51	7:39	7:54

Afternoon Shuttle to ACE Station Schedule

Shuttle to ACE Train #	Leave Manteca Transit Center	Arrive - Lathrop / Manteca ACE Station	ACE Trains Arrives from South Bay Area	Depart - Lathrop / Manteca ACE Station	Arrive Transit Center
4	5:05	5:20	5:23	5:23	5:43
6	6:05	6:20	6:23	6:23	6:43
8	7:05	7:20	7:23	7:23	7:43

Avoid parking at the ACE Station!
Take the ACE Shuttle from the Manteca Transit Center to the ACE Station.

The Shuttle meets trains #5 & #7 in the morning and trains #4, #6 & #8 in the evening.

Only \$1.00 to ride each way with discounts for youth, seniors and persons with disabilities.

Please consult the ACE Schedule for times of arrivals and departures from; Tracy, Vasco Rd., Livermore, Pleasanton, Fremont, Great America and Santa Clara.

mantecatransit Route 1 (Ruta 1) Weekday & Saturday Schedule

(Horario de días de Semana y Sábados)

Transit Center	North St. at Cottage Ave	Yosemite Ave. at El Rancho Dr.	Pastana Ave. at Yosemite Ave.	Spreckles Ave. at Sherman Dr.	Yosemite Ave. at Sherman St.	Center St. at Magnolia Ave.	Yosemite Ave. at St. Dominics Dr.	Daniels St. at Stadium Center	Thomas St. at Enrico Ln.	Yosemite Ave. at Union Rd.	Transit Center
6:00	6:06	6:09	6:14	6:19	6:23	6:29	6:32	6:39	6:42	6:46	6:54
7:00	7:06	7:09	7:14	7:19	7:23	7:29	7:32	7:39	7:42	7:46	7:54
8:00	8:06	8:09	8:14	8:19	8:23	8:29	8:32	8:39	8:42	8:46	8:54
9:00	9:06	9:09	9:14	9:19	9:23	9:29	9:32	9:39	9:42	9:46	9:54
10:00	10:06	10:09	10:14	10:19	10:23	10:29	10:32	10:39	10:42	10:46	10:54
11:00	11:06	11:09	11:14	11:19	11:23	11:29	11:32	11:39	11:42	11:46	11:54
12:00	12:06	12:09	12:14	12:19	12:23	12:29	12:32	12:39	12:42	12:46	12:54
1:00	1:06	1:09	1:14	1:19	1:23	1:29	1:32	1:39	1:42	1:46	1:54
2:00	2:06	2:09	2:14	2:19	2:23	2:29	2:32	2:39	2:42	2:46	2:54
3:00	3:06	3:09	3:14	3:19	3:23	3:29	3:32	3:39	3:42	3:46	3:54
4:00	4:06	4:09	4:14	4:19	4:23	4:29	4:32	4:39	4:42	4:46	4:54
5:00	5:06	5:09	5:14	5:19	5:23	5:29	5:32	5:39	5:42	5:46	5:54
6:00	6:06	6:09	6:14	6:19	6:23	6:29	6:32	6:39	6:42	6:46	6:54

Times shown in BOLD are P.M. (Los tiempos mostrados en color mas oscuro son P.M.)

mantecatransit Route 2 (Ruta 2) Weekday & Saturday Schedule

(Horario de días de Semana y Sábados)

Transit Center	Main St. at Mission Ridge Dr.	Woodward Ave. at Wellington Ave.	Atherton Dr. at Van Ryn Ave.	Promenade Shops at Orchard Valley	Daniels St. at Stadium Center	Thomas St. at Enrico Ln.	Yosemite Ave. at Union Rd.	Center St. at Magnolia Ave.	Wawona St. at Carson Ave.	Main St. at Lathrop Park Dr.	Transit Center
6:00	6:03	6:06	6:11	6:15	6:26	6:29	6:32	6:34	6:38	6:41	6:45
7:00	7:03	7:06	7:11	7:15	7:26	7:29	7:32	7:34	7:38	7:41	7:45
8:00	8:03	8:06	8:11	8:15	8:26	8:29	8:32	8:34	8:38	8:41	8:45
9:00	9:03	9:06	9:11	9:15	9:26	9:29	9:32	9:34	9:38	9:41	9:45
10:00	10:03	10:06	10:11	10:15	10:26	10:29	10:32	10:34	10:38	10:41	10:45
11:00	11:03	11:06	11:11	11:15	11:26	11:29	11:32	11:34	11:38	11:41	11:45
12:00	12:03	12:06	12:11	12:15	12:26	12:29	12:32	12:34	12:38	12:41	12:45
1:00	1:03	1:06	1:11	1:15	1:26	1:29	1:32	1:34	1:38	1:41	1:45
2:00	2:03	2:06	2:11	2:15	2:26	2:29	2:32	2:34	2:38	2:41	2:45
3:00	3:03	3:06	3:11	3:15	3:26	3:29	3:32	3:34	3:38	3:41	3:45
4:00	4:03	4:06	4:11	4:15	4:26	4:29	4:32	4:34	4:38	4:41	4:45
5:00	5:03	5:06	5:11	5:15	5:26	5:29	5:32	5:34	5:38	5:41	5:45
6:00	6:03	6:06	6:11	6:15	6:26	6:29	6:32	6:34	6:38	6:41	6:45

Times shown in BOLD are P.M. (Los tiempos mostrados en color mas oscuro son P.M.)

mantecatransit Route 3 (Ruta 3) Weekday & Saturday Schedule

(Horario de días de Semana y Sábados)

Transit Center	Alameda St. at Acacia Ave.	Empire Ave. at Louise Ave.	Main St. at Louise Ave.	Eastwood Ave. at Stonebrook Ave.	Union Rd. at Lathrop Rd.	Union Rd. at Louise Ave.	Crom St. at Silverado St.	Center St. at Magnolia Ave.	Transit Center
6:00	6:06	6:13	6:18	6:21	6:25	6:31	6:37	6:39	6:48
7:00	7:06	7:13	7:18	7:21	7:25	7:31	7:37	7:39	7:48
8:00	8:06	8:13	8:18	8:21	8:25	8:31	8:37	8:39	8:48
9:00	9:06	9:13	9:18	9:21	9:25	9:31	9:37	9:39	9:48
10:00	10:06	10:13	10:18	10:21	10:25	10:31	10:37	10:39	10:48
11:00	11:06	11:13	11:18	11:21	11:25	11:31	11:37	11:39	11:48
12:00	12:06	12:13	12:18	12:21	12:25	12:31	12:37	12:39	12:48
1:00	1:06	1:13	1:18	1:21	1:25	1:31	1:37	1:39	1:48
2:00	2:06	2:13	2:18	2:21	2:25	2:31	2:37	2:39	2:48
3:00	3:06	3:13	3:18	3:21	3:25	3:31	3:37	3:39	3:48
4:00	4:06	4:13	4:18	4:21	4:25	4:31	4:37	4:39	4:48
5:00	5:06	5:13	5:18	5:21	5:25	5:31	5:37	5:39	5:48
6:00	6:06	6:13	6:18	6:21	6:25	6:31	6:37	6:39	6:48

Times shown in BOLD are P.M. (Los tiempos mostrados en color mas oscuro son P.M.)

mantecatransit Route 4 (Ruta 4) Weekday Only Schedule

(Solo días de Semana)

Transit Center	Main St. at Mission Ridge Dr.	Woodward Ave. at Wellington Ave.	Airport Way at Daniels St.	Thomas St. at Enrico Ln.	Yosemite Ave. at Union Rd.	Center St. at Magnolia Ave.	Airport Way at Louise Ave.	Eastwood Ave. at Stonebrook Ave.	Main St. at Louise Ave.	Alameda St. at Acacia Ave.	Transit Center
6:00	6:03	6:09	6:12	6:18	6:21	6:29	6:36	6:40	6:42	6:52	
7:00	7:03	7:09	7:12	7:18	7:21	7:29	7:36	7:40	7:42	7:52	
8:00	8:03	8:09	8:12	8:18	8:21	8:29	8:36	8:40	8:42	8:52	
9:00	9:03	9:09	9:12	9:18	9:21	9:29	9:36	9:40	9:42	9:52	
10:00	10:03	10:09	10:12	10:18	10:21	10:29	10:36	10:40	10:42	10:52	
11:00	11:03	11:09	11:12	11:18	11:21	11:29	11:36	11:40	11:42	11:52	
12:00	12:03	12:09	12:12	12:18	12:21	12:29	12:36	12:40	12:42	12:52	
1:00	1:03	1:09	1:12	1:18	1:21	1:29	1:36	1:40	1:42	1:52	
2:00	2:03	2:09	2:12	2:18	2:21	2:29	2:36	2:40	2:42	2:52	
3:00	3:03	3:09	3:12	3:18	3:21	3:29	3:36	3:40	3:42	3:52	
4:00	4:03	4:09	4:12	4:18	4:21	4:29	4:36	4:40	4:42	4:52	
5:00	5:03	5:09	5:12	5:18	5:21	5:29	5:36	5:40	5:42	5:52	
6:00	6:03	6:09	6:12	6:18	6:21	6:29	6:36	6:40	6:42	6:52	

Times shown in BOLD are P.M. (Los tiempos mostrados en color mas oscuro son P.M.)



Welcome Aboard!

Welcome aboard Manteca Transit, the City of Manteca’s transit service! Manteca Transit provides three types of transit services for your convenience. These services include:

- Manteca Transit fixed route service that operates within the City of Manteca along four routes originating at Manteca Transit Center with connections to San Joaquin Regional Transit District (RTD).
- Manteca Transit Dial-A-Ride service that operates within the City of Manteca for seniors, persons with disabilities, Medicare card holders and the general public.
- Manteca Transit ADA Complementary Paratransit Service that operates within the City of Manteca within a ¾ mile radius of all routes for those with a disability that prevents the use of fixed route transit independently or access a bus stop independently.

We want to thank you for joining us and hope you Enjoy the Ride!

Fare Information: <small>(Fares effective November 1, 2006)</small>			
Fixed Route Bus Fares -			
Fare Category	Adult (18-61)	Youth (2-18 years old)	Seniors (62 & Older), Persons with Disabilities & Medicare Card Holders
One Way Fare	\$ 1.00	\$.75	\$.50
10-Ride Pass	\$ 9.00	\$ 7.00	\$ 4.50
<small>(Valid for 10 rides with no expiration date. Passenger would need to request a transfer.)</small>			
31 Day Pass	\$ 35.00	\$ 28.00	\$ 28.00
<small>(Valid for 31 consecutive days from for date of pass activation for unlimited use for the period.)</small>			
Dial-A-Ride & ADA Complementary Paratransit Fares -			
Manteca Transit Dial-A-Ride & ADA Complementary Paratransit Fares	<ul style="list-style-type: none">For ADA Eligible PassengersPersons with DisabilitiesSeniors Age 62 Years Old and OlderMedicare Card Holders		
One Way (Passenger & Companion)	\$ 2.00		
10-Ride Pass	\$ 20.00		
<small>(Valid for 10 rides with no expiration date. Passenger would need to request a transfer.)</small>			
31 Day Pass	\$ 60.00		
<small>(Valid for 31 consecutive days from for date of pass activation for unlimited use for the period.)</small>			

Fare Notes

- When using a Manteca Transit Fixed Route 31-Day Pass, no additional fare is required for Manteca Transit Dial-A-Ride service on Saturday or to/from the ACE Station.
- Children under 2 ride free. Up to two children per adult. Additional children pay discount fare.
- Employees of City of Manteca and Transit Division and transit operations contractor can ride free.
- One personal care attendant (PCA) ride free. All other companions pay appropriate fare.
- Acceptable IDs for youth, seniors (age 62 years old and older) and persons with disabilities fare passengers include: Manteca Transit Discount Fare ID Card, other transit agency discount cards, state issued ID cards, Medicare card with photo ID, school ID, birth certificate or a document with proof of age. To obtain a Manteca Transit Discount Fare ID Card, please call (209) 456-8888 for additional details.

Passes

Passes can be purchased:

- Mobile Ticketing App: EZHub available in the Vamos Mobility app. Passengers can access the Vamos app by downloading it on the Apple App Store or Google Play.
- In Person: Manteca Transit Center, 220 Moffat Blvd., Manteca or Panteca Parks and Recreation Department, 252 Magnolia St., Manteca (cash or check).
- On the Bus: cash only.

All passes are non-refundable, non-replaceable, and non-transferable.

Transfers

Main Transfer points:

- Manteca Transit Center, 220 Moffat Blvd., Manteca.
- Manteca City Hall near Cherry Lane and Center St. and Stadium Center Shopping Area.

Additionally, passengers can transfer between buses at locations where two or more Manteca Transit routes meet.

Transfers are free and valid for 2 hours and can only be used on another Manteca Transit Route. Passengers may also transfer from Dial-A-Ride to any Manteca Transit fixed route for free.

About Manteca Transit

Manteca Transit is a service of the City of Manteca, Public Works Department, Transit Division and transit services are provided under contract to National Express Transit Corporation of Lisle, Illinois. [national express](#) | [transit](#)



No transit service is provided on Sundays and on New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Manteca Transit is Your Bus System

We hope to hear from you! We want your bus ride to be perfect every time. We welcome your comments, compliments, complaints or suggestions.

Visit us online: www.mantecatransit.com
Email: transitadmin@manteca.ca.us
Call us: Transit Supervisor at (209) 456-8775
Fax us: (209) 923-8930

Write or visit us: Manteca Transit Center, 220 Moffat Boulevard, Manteca, CA 95336 (Routes 1, 2, 3, 4 and Dial-A-Ride comes to the facility).

This rider’s guide and all transit information is available in alternative and accessible languages and/or accessible formats. Please call (209) 456-8888 TDD & TTY users: 711 through the relay service, or email: transitadmin@manteca.ca.us to request for these formats.

Reasonable Modification Policy:

It is the policy of the City of Manteca to provide reasonable modification to persons with disabilities when riding Manteca Transit services. For specific details on requesting reasonable modification, please call (209) 456-8888 TDD & TTY users: 711 through the relay service, or email: transitadmin@manteca.ca.us.

How to Ride Manteca Transit

Bus Stops:

Manteca Transit buses only stop at signed bus stops. A complete bus stop list for each route is available on our website at www.mantecatransit.com.

Catching the Bus:

Be at the bus 5 minutes before the scheduled departure. Make sure the Bus Operator can see you. Check the headsign on the front of the bus to insure you board the correct route.

Paying your Fare:

Be ready to pay your fare or present your pass when you board. Exact fare only. Bus Operators cannot make change. Should you overpay, a change card will be issued for future use.

Exiting the Bus:

When you see your destination or transfer point, signal the bus operator, by pulling the cord near the window, or calling out “next stop”. Please provide enough notice, so that the Bus Operator can stop safely. If you are not familiar with the area, ask for assistance.

Bicycles:

Bicycle racks are located on the front of all Manteca Transit fixed route buses. Racks are available on a first come-first served basis. Riders are responsible for loading and unloading bicycles, and use the racks at their own risk. Bicycles may be brought on board buses on a space available basis, however, passengers may be bumped due to passenger demands or use of the wheelchair space by a mobility device. Please let the Bus Operator know when you need to load or unload a bike. After you remove your bicycle, please lift the rack up and step away from the bus. The City of Manteca or its contractors assumes no responsibility for damage or loss to the bicycle.

Animals on Manteca Transit:

Service animals are welcome. Other non-service animals such as pets are not permitted.

Lost and Found:

If you leave an item on a Manteca Transit bus, please call (209) 456-8888 to see if it has been retrieved. The City of Manteca or its contractors are not responsible for lost or stolen items on board its vehicles. Items not retrieved within 30 days will be disposed of.

Travel Training:

In an effort to provide greater independence and increase mobility options for senior citizens and people with disabilities, travel training offers instruction on how to use fixed-route public transportation. Contact Access San Joaquin order to schedule your training and receive a free 10-ride pass upon completion. Access San Joaquin can be reached at 209-242-9965.

Security:

The City of Manteca values your safety when riding Manteca Transit buses. Cameras are equipped on all buses and at the Manteca Transit Center. If you see something unusual...say something to the Bus Operator, call 911 or contact Manteca Police at (209) 456-8101.

Bicycle Lockers:

Bicycle lockers are available for rent at the Manteca Transit Center. Call (209) 456-8775 or visit www.mantecatransit.com for more details.

Rules for Riding Manteca Transit Fixed Route & Dial-A-Ride

-
- Please observe the following rules when riding buses or waiting at a bus stop, transit center or office:**
- No smoking on buses, inside transit facilities or within 20 feet of the opening of a window or door at transit facilities.
- Shirts and shoes must be worn at all times.
- Eating is prohibited on all Manteca Transit buses. Drinking of nonalcoholic beverages is permitted from enclosed spill-proof containers.
- Consumption of alcoholic beverages is not permitted on public transit buses under Federal law.
- No standing in front of the white or yellow “standee” line, in doorways or stepwells while the bus is in motion.
- If you are sitting in one of the front seats, be prepared to give up your seat as a courtesy to seniors and persons with disabilities.
- No unnecessary conversation or interference with Bus Operator for safety reasons.
- Spitting, urinating or defecating on the bus or at bus stops is prohibited.
- No fighting, using vulgar or offensive language, pushing, shouting, or any behavior that disturbs or endangers other passengers.
- All audio devices require the use of headphones. Amplified music is not allowed on buses or at transit facilities.
- No flammable, hazardous materials or weapons shall be allowed on board the bus (except oxygen).
- No large object that cannot be held by the passenger or placed under seat. Passengers are allowed up to five shopping bags, luggage or packages.
- Bus Operators cannot enter a person’s home.
- Strollers and shopping carts that can be folded and placed out of the aisles are allowed.
- Passengers must have a destination when riding Manteca Transit buses. After one round trip, passengers may be requested to leave the bus by the Bus Operator at the nearest transit center or major transfer point.
- All passengers must pay a fare when boarding Manteca Transit buses or they may be refused boarding.
- Posting of flyers, pamphlets or brochures on Manteca Transit buses or transit facilities are not allowed.
- Contact the City’s Transit Division at (209) 456-8775 or email: transitadmin@manteca.ca.us in regard to advertising on Manteca Transit buses or facilities or to rent the Manteca Transit Center.
- A person who commits an assault or battery upon a transit operator with a deadly weapon or presents the ability to use a deadly weapon is subject to a felony.
- The City of Manteca Police, security guard, authorized personnel or its transit operations contractor reserve the right to refuse service to passengers and/or suspend passengers who demonstrate disruptive and unsafe behavior or violate any of the rules and regulations presented above.
- Not paying the established fare or misuse of passes with the intent to evade fare payment is illegal.
- The above rules are enforced under the California Penal Code Section 640. Violation of the rules may result in the suspension of ride, a \$250 fine and/or six months of community service.

This guide provides everything you need to know to ride Manteca Transit bus routes. Here’s how to use it:

- Use the systemwide map to identify the route or routes that connect the places you wish to travel between.
- The maps will show major destinations and timepoints along the route. The locations where transfers can be made will also be shown on the route map.
- The timeables shows when the bus serves each bus stops along the route. The timepoints are shown on the top of the timetable and read from left to right.
- Then read down from the timepoint where you will be boarding to see what times the bus will serve that stop. Continue to read right to see when it will reach your destination stop. Read to the down to see when the bus will operate.
- The bus also serves many other stops in between the timepoints. Use the timepoint before your stop to estimate the time the bus will reach your stop and then be at the stop five (5) minutes early as travel times may vary.
- Please note that not all trips operate on Saturday. The timetable will indicate which trips run on Saturday.
- Need assistance in planning your trip?

Special Services for Persons with Disabilities and Seniors

Eligibility to Ride Manteca Transit Dial-A-Ride & ADA Paratransit

To be eligible to ride Manteca Transit Dial-A-Ride, you must be 62 years of age or older, have a disability that does not meet ADA definition, have a Medicare card or for priority service, have a disability that prevents you from riding Manteca Transit fixed route bus service or accessing a bus stop.

Individuals with a certified disability, seniors (age 62+) and Medicare participants must be certified to utilize the Dial-a-Ride services. Download the Dial-a-Ride application at <http://www.access-sj.com> or call Access San Joaquin 209-242-9965. An Application can also be obtained by calling Manteca Transit at (209) 456-8888, downloading one from mantecatransit.com or visiting the Manteca Transit Center.

ADA Complementary Paratransit certification process is done by Access San Joaquin. Passengers receive an in-person functional assessment. Once ADA-certified, you will have ridership privileges within each jurisdiction in San Joaquin County based on that agency’s ADA fare structure. Please call Access San Joaquin Mobility Eligibility Center (209) 242-9965 to schedule an in-person appointment or visit <http://www.access-sj.com> for more information

How Can I Get a Ride?

To make a reservation, call (209) 456-888 1 to 14 days in advance during reservation hours. Before the time you need to be picked up. After hours, you can leave a telephone message. Please provide the following information:

- Your name, home address and telephone number.
- Address where you are to be picked up.
- Address where you want to go.
- When you want to be picked up or appointment time if applicable.
- How many will be traveling.
- If you need a return trip.
- If you have a special need.
- If you will be using a mobility device.
- If you will be traveling with a bicycle.

The dispatcher will give you an estimated time of pick up. Please be ready as **Manteca Transit Dial-A-Ride may arrive any time during the scheduled 30-minute window**. If you no longer need a ride, call Manteca Transit at least one hour in advance to cancel or you will be subject to a “No Show”. Too many no-Shows within a limited duration will cause suspension from riding Manteca Transit for limited time period. Contact Manteca Transit for more specifics on the “No Show” policy.

Can I Get Regularly Scheduled Trips?

Passengers whom have a permanent weekly schedule, may request a permanent pick up time on a space available, first-come, first-served basis. Passengers must call in advance to cancel the scheduled trip(s), if needed.

Accessibility

All Manteca Transit vehicles are fully equipped with mobility aid ramp and a mobility aid securement area with space for three to four mobility aids. The Bus Operator will provide assistance with normal boarding or exiting, mobility device securement and operation of the ramp Bus Operators are required to secure all mobility aids before the bus can depart.

Passengers using a scooter may be asked to transfer to a seat on the bus. All mobility aids must be able to fit within the allocated space, have working brakes and cannot exceed the capacity of the ramp (with the passenger and mobility aid). If the mobility aid cannot fit the ramp platform, the passenger will not be able to ride. Mobility aids with leaking batteries or fluids will not be allowed to board.

All Manteca Transit fixed route buses can kneel by lowering the front platform for easier boarding for passengers with mobility limitations. Please let the Bus Operator know if you need to use the bus kneeling feature upon boarding or exiting. If necessary, Bus Operators for Dial-A-Ride can provide assistance to help seniors and persons with disabilities board or alight buses.

¡Bienvenido a bordo!

¡Bienvenido a Manteca Transit, el servicio de tránsito de la Ciudad de Manteca! Manteca Transit brinda tres tipos de servicios de tránsito para su conveniencia. Estos servicios incluyen:

- Servicio de ruta fija de Manteca Transit que opera dentro de la ciudad de Manteca a lo largo de cuatro rutas que se originan en el Centro de tránsito de Manteca con conexiones al Distrito de tránsito regional (RTD) de San Joaquin.
- Servicio Dial-A-Ride de Manteca Transit que opera dentro de la ciudad de Manteca para personas mayores, personas con discapacidades, titulares de tarjetas de Medicare y el público en general.
- Servicio de paratransito complementario ADA de Manteca Transit que opera dentro de la ciudad de Manteca dentro de un radio de ¾ millas de todas las rutas para aquellas personas con discapacidad que impide el uso de tránsito de ruta fija de forma independiente o accede a una parada de autobús de forma independiente.

¡Queremos agradecerle por unirse a nosotros y esperamos que disfrute el viaje!

Pases

Los pases se pueden comprar:

- Aplicación de venta de entradas móvil: disponible en la aplicación Vamos Mobility. Los pasajeros pueden acceder al La aplicación Vamos descargándola de la App Store de Apple o Google Play.
 - En persona: Manteca Transit Center, 220 Moffat Blvd., Departamento de Parques y Recreación de Manteca o Panteca, 252 Magnolia St., Manteca (barril o cheque).
 - En el autobús: solo en efectivo.
- Todos los pases son no reembolsables, no reemplazables ni transferibles.

Transbordos

Puntos de transferencia principales:

- Centro de tránsito de Manteca, 220 Moffat Blvd., Manteca. Ayuntamiento de Manteca
- Cherry Lane y Center St. y el área comercial Stadium Center.

Además, los pasajeros pueden hacer transbordos entre los autobuses en lugares donde se encuentran dos o más rutas de Manteca Transit.

Los traslados son gratuitos y válidos por 2 horas y solo se pueden utilizar en otra ruta de tránsito de Manteca. Los pasajeros también pueden trasladarse de Dial-A-Ride a cualquier ruta fija de Manteca Transit gratis.



Cómo conducir el tránsito de Manteca

Paradas de autobus:

Los autobuses de Manteca Transit solo paran en las paradas de autobús firmadas. Una lista completa de paradas de autobús para cada ruta está disponible en nuestro sitio web en www.mantecatransit.com.

Coger el autobús:

Estar en el autobús 5 minutos antes de la salida programada. Asegúrese de que el operador del autobús pueda verlo. Verifique el letrero en la parte delantera del autobús para asegurarse de abordar la ruta correcta.

Pagando su tarifa:

Prepárese para pagar su tarifa o presente su pase cuando aborde. Tarifa exacta solamente. Los operadores de autobuses no pueden hacer cambios. Si paga en exceso, se emitirá una tarjeta de cambio para uso futuro.

Saliendo del autobús:

Cuando vea su destino o punto de transferencia, señale al operador del autobús, tirando del cable cerca de la ventana o llamando “próxima parada”. Por favor, avise con suficiente antelación para que el operador del autobús pueda detenerse de manera segura. Si no está familiarizado con el área, solicite asistencia.

Bicicletas:

Los estantes para bicicletas se encuentran en la parte delantera de todos los autobuses de ruta fija de Manteca Transit. Los bastidores están disponibles por orden de llegada. Los pasajeros son responsables de cargar y descargar bicicletas, y usan los estantes bajo su propio riesgo. Se pueden llevar bicicletas a bordo de los autobuses según el espacio disponible, sin embargo, los pasajeros pueden ser golpeados debido a las demandas de los pasajeros o al uso del espacio para sillas de ruedas por un dispositivo de movilidad. Informe al operador del autobús cuando necesite cargar o descargar una bicicleta. Después de quitar su bicicleta, levante el estante y aléjese del autobús. La Ciudad de Manteca o sus contratistas no asumen ninguna responsabilidad por daños o pérdidas a la bicicleta.

Animales en tránsito de Manteca:

Los animales de servicio son bienvenidos. No se permiten otros animales que no sean de servicio, como mascotas.

Objetos perdidos:

Si deja un artículo en un autobús de Manteca Transit, llame al (209) 456-8888 para ver si se ha recuperado. La Ciudad de Manteca o sus contratistas no son responsables por artículos perdidos o robados a bordo de sus vehículos. Los artículos no recuperados dentro de los 30 días serán eliminados.

Entrenamiento de viaje:

En un esfuerzo por proporcionar una mayor independencia y aumentar las opciones de movilidad para las personas mayores y las personas con discapacidad, la capacitación en viajes ofrece instrucciones sobre cómo usar el transporte público de ruta fija. Comuníquese con la orden de Access San Joaquin para programar su capacitación y recibir un pase de 10 viajes gratis al finalizar. Se puede llegar a Access San Joaquin al 209-242-9965.

Seguridad:

La ciudad de Manteca valora su seguridad cuando viaja en los autobuses de Manteca Transit. Las cámaras están equipadas en todos los autobuses y en el Centro de tránsito de Manteca. Si ve algo inusual ... dígame algo al operador del autobús, llame al 911 o comuníquese con la policía de Manteca al (209) 456-8101.

Casilleros de bicicletas:

Los armarios para bicicletas están disponibles para alquilar en el Centro de Tránsito Manteca. Llame al (209) 456-8775 o visite www.mantecatransit.com para más detalles.

Servicios especiales para personas con discapacidades y personas mayores

Elegibilidad para viajar Manteca Transit Dial-A-Ride y ADA Paratransit

Para ser elegible para viajar en Manteca Transit Dial-A-Ride, debe tener 62 años de edad o más, tener una discapacidad que no cumpla con la definición ADA, tener una tarjeta de Medicare o servicio prioritario, tener una discapacidad que le impida viajar. Servicio de autobús de ruta fija Manteca Transit o acceso a una parada de autobús. Las personas con una discapacidad certificada, las personas mayores (mayores de 62 años) y los participantes de Medicare deben estar certificados para utilizar los servicios Dial-A-Ride. Descargue la aplicación Dial-A-Ride en <http://www.access-sj.com> o llame a Access San Joaquin (209) 943-1111. También se puede obtener una solicitud llamando a Manteca Transit al (209) 456-8888, descargando una de [mantecatransit.com](http://www.mantecatransit.com) o visitando el Centro de tránsito de Manteca. El proceso de certificación complementaria de paratransito de la ADA lo realiza Access San Joaquin. Los pasajeros reciben una evaluación funcional en persona. Una vez que obtenga la certificación ADA, tendrá privilegios de pasajeros dentro de cada jurisdicción en el condado de San Joaquin según la estructura de tarifas ADA de esa agencia. Llame al Centro de elegibilidad de movilidad Access San Joaquin (209) 242-9965 para programar una cita en persona o visite <http://www.access-sj.com> para obtener más información.

¿Cómo puedo obtener un paseo?

Para hacer una reserva, llame al (209) 456-8888 con 1 a 14 días de anticipación durante el horario de reserva. antes de la hora en que debe ser recogido. Después de horas, puede dejar un mensaje telefónico. Por favor provea la siguiente información:

- Su nombre, domicilio y número de teléfono.
- Dirección donde debe ser recogido.
- Dirección a donde quiere ir.
- Cuando desee que lo recojan o la hora de la cita, si corresponde.
- ¿Cuántos viajarán?
- Si necesita un viaje de regreso.
- Si tiene una necesidad especial.
- Si va a utilizar un dispositivo de movilidad.
- Si va a viajar con una bicicleta.

El despachador le dará un tiempo estimado de recogida. Está preparado ya que **Manteca Transit Dial-A-Ride puede llegar en cualquier momento durante el plazo programado de 30 minutos**. Si ya no necesita transporte, llame a Manteca Transit con al menos una hora de anticipación para cancelar o estará sujeto a un “No Show”. Demasiadas ausencias dentro de una duración limitada causarán la suspensión de viajar en Manteca Transit por un período de tiempo limitado. Comuníquese con Manteca Transit para obtener más detalles sobre la política de “No presentación”.

¿Puedo obtener viajes programados regularmente?

Los pasajeros que tienen un horario semanal permanente, pueden solicitar un horario de recogida permanente en un espacio disponible, por orden de llegada. Los pasajeros deben llamar con anticipación para cancelar los viajes programados, si es necesario.

Accesibilidad

Todos los vehículos de Manteca Transit están completamente equipados con una rampa de ayuda de movilidad y un área de seguridad de ayuda de movilidad con espacio para tres o cuatro ayudas de movilidad. El operador del autobús proporcionará asistencia con el abordaje o la salida normal, la seguridad del dispositivo de movilidad y la operación de la rampa. Los operadores del autobús deben asegurar todas las ayudas de movilidad antes de que el autobús pueda partir. A las personas que usan un scooter se les puede pedir que se transfieran a un asiento en el autobús. Todas las ayudas de movilidad deben poder caber dentro del espacio asignado, tener frenos de trabajo y no pueden exceder la capacidad de la rampa (con el pasajero y la ayuda de movilidad). Si la ayuda de movilidad no puede caber en la plataforma de la rampa, el pasajero no podrá viajar. Las ayudas de movilidad con fugas de baterías o fluidos no podrán abordar. Todos los autobuses de ruta fija Manteca Transit pueden arrodillarse bajando la plataforma delantera para facilitar el abordaje de los pasajeros con limitaciones de movilidad. Informe al operador del autobús si necesita usar la función de arrodillamiento del autobús al subir o bajar. Si es necesario, los operadores de autobuses para Dial-A-Ride pueden proporcionar asistencia para ayudar a las personas mayores y las personas con discapacidad a abordar o bajar de los autobuses.

Título VI de la Ley de Derechos Civiles de 1964:

La política de la Ciudad de Manteca y sus contratistas es cumplir con el Título VI de la Ley de Derechos Civiles de 1964. Los servicios de transporte se proporcionarán sin distinción de raza, color, nacionalidad, edad, sexo o discapacidad. Para obtener más información o presentar una queja, comuníquese con la Ciudad de Manteca como se define anteriormente o con la Oficina de Derechos Civiles del TLC, Atención: Programa Título VI. Coordinador, East Building - 5th Floor TCR, 1200 New Jersey Avenue SE, Washington, DC 20590. Todos los asuntos serán investigados.



ATTACHMENT
Fixed Routes, Dial A-Ride & ADA Paratransit

209.456.8888

711

www.mantecatransit.com



Manteca Transit Vehicle List
 Status as of 11/30/2022

I.D. #	Vin	Year	Make	Model	Length	Engine/ Fuel	Capacity w/o WCs	Capacity w/WCs	WC Positions	Service	Odometer 11/30/2022	Date in Service
1174	1FDFE4FS8HDC62229	2018	Champion	LF270FP	24 ft.	V-10/Gas	13	14	3	ADA Paratransit/Spare	61,128	9/1/2018
1175	1FDFE4FS4HDC62230	2018	Champion	LF270FP	24 Ft.	V-10/Gas	13	14	3	ADA Paratransit	51,752	9/1/2018
1176	1FDFE4FS6HDC62231	2018	Champion	LF270FP	23 Ft.	V-10/Gas	13	10	3	ADA Paratransit	73,943	9/1/2018
1177	1FDFE4FS8HDC62232	2018	Champion	LF270FP	26 Ft.	V-8/Gas	19	17	3	Fixed Route	143,254	9/1/2018
1178	1FDFE4FSXHDC62233	2018	Champion	LF270FP	26 Ft.	V-8/Gas	19	17	3	Fixed Route	147,905	9/1/2018
1179	1FDFE4FS1HDC62234	2018	Champion	LF270FP	26 Ft.	V-8/Gas	19	17	3	Fixed Route	144,521	9/1/2018
1180	1FDFE4FS3HDC62235	2018	Champion	LF270FP	26 Ft.	V-8/Gas	19	17	3	Fixed Route	145,539	9/1/2018
1181	1FDFE4FS5HDC62236	2018	Champion	LF270FP	26 Ft.	V-8/Gas	19	17	3	Fixed Route	130,872	9/1/2018
1182	15GGB3111M397095	2021	GILLIG	Low Floor	35 FT	CNG	31	25	2	Fixed Route	28,834	2/1/2021
1172	1GB9G5BG7A1164968	2011	GMC 3500	ARBOC	GMC 3500	ARBOC	21	17	2	Fixed Route	223,572	10/1/2011

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this ____ day of _____, 20____, by and between the **CITY OF MANTECA**, a public body, corporate and politic ("City") and _____, a _____ corporation ("**Consultant**").

RECITALS

- A. **Consultant** is specially trained, experienced, and competent to perform the professional services required by this Agreement.
- B. **Consultant** possesses the skill, experience, ability, background, certification, and knowledge to provide the services described in this Agreement on the terms and conditions specified herein.
- C. City desires to retain **Consultant** to render the professional services set forth in this Agreement.

AGREEMENT

1. Scope of Services. **Consultant** shall perform the **Transit Operations and Contract** services described in the attached **Exhibit A** that is incorporated by this reference, and pursuant to the Proposal submitted by **Consultant** dated _____, and attached hereto as **Exhibit B**. **Consultant** shall provide these services at the time, place, and in the manner specified in **Exhibit A**, subject to the direction of the City through its staff that may be provided from time to time. Performance of the **Transit Operations and Contract** services is sometimes referred to herein as "the Project."

2. Work Through City Staff. **Consultant** shall perform its services pursuant to this Agreement solely through City staff. No communications, information or documentations shall be made directly to any applicant to the City without the prior written consent of the City. This shall not apply to the sole request of information or clarification of information by **Consultant** from the applicant. All requests shall be noted to City in an expeditious manner.

3. Time of Performance. **Consultant's** services will commence upon execution of this Agreement and shall be completed in accordance with the **Scope of Services**, attached hereto as **Exhibit C**. All work shall be completed no later than **June 30, 2026**. Failure to submit work products in accordance with the Schedule of Activities may result in the City withholding progress payments. Repeated failure to complete work products in accordance with the Schedule of Activities may result in a reduction of the total compensation provided for in Section 4 herein.

4. Compensation. Without additional authorization from the City, compensation to be paid to **Consultant** shall be in accordance with the Schedule of Charges set forth in **Exhibit D**, which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation exceed _____ DOLLARS (\$ _____) in Fiscal Year 23/24; _____ DOLLARS (\$ _____) in Fiscal Year 25/26; _____ DOLLARS (\$ _____) in

ATTACHMENT 2

Fiscal Year 26/27; and _____ DOLLARS (\$ _____) in Fiscal Year 27/28 without additional authorization from the City. Payment by City under this Agreement shall not be

5. Method of Payment. **Consultant** shall submit monthly billings to City specifying and describing the work performed during the preceding month. **Consultant's** bills shall include a brief description of the services performed, the date the services were performed, the number of hours expended and by whom, and a description of any reimbursable expenditures. Full payment of each task will only be made at such time as each task is completed.

City shall pay **Consultant** no later than 30 days after approval of the monthly invoice by City staff. Payments may be delayed by City if **Consultant** fails to provide services in accordance with the Schedule of Activities, unless the City has provided prior written consent to any delay in the schedule.

6. Extra Work. At any time during the term of this Agreement, City may request that **Consultant** perform Extra Work. As used herein, the term "Extra Work" means any work that is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the time of execution of this Agreement. **Consultant** shall not perform, nor be compensated for, Extra Work without the City's prior written authorization.

7. Termination. This Agreement may be terminated by the City immediately for cause, or by either party without cause upon 15 days' prior written notice of termination. Upon termination, **Consultant** shall be entitled to compensation for services performed up to the effective date of termination upon submittal of an invoice for same.

8. Ownership of Documents; Confidentiality.

A. All plans, studies, documents, and other writings prepared by and for **Consultant**, its officers, employees, agents, and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of City upon payment to **Consultant** for such work. City shall have the sole right to use such materials in its discretion without further compensation to **Consultant** or to any other party. **Consultant** shall, at **Consultant's** expense, provide such reports, plans, studies, documents and other writings to City upon written request by City. **Consultant** shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose.

B. All memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other documents and data, either created by or provided to **Consultant** in connection with the performance of this Agreement, shall be held confidential by **Consultant**. These materials shall not, without the City's prior written consent, be used by **Consultant** for any purposes other than the performance of the services under this Agreement. Nor shall these materials be disclosed to any person or entity not connected with the performance of services under this Agreement. Nothing furnished to **Consultant** that is otherwise known to **Consultant**, or is generally known, or has become known to the related profession shall be deemed confidential. **Consultant** shall not use City's

name or insignia, photographs relating to the Project for which **Consultant's** services are rendered, or any publicity pertaining to the **Consultant's** services under this Agreement in any magazine, trade paper, newspaper, television or radio production, or other similar medium without the City's prior written consent.

9. **Consultant's** Books and Records.

A. **Consultant** shall maintain all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City, for a minimum period of three years, or for any longer period required by law, from the date of final payment to **Consultant** under this Agreement.

B. **Consultant** shall maintain all records that document performance under this Agreement for a minimum period of three years, or for any longer period required by law, from the date of termination or completion of this Agreement.

C. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor, or a designated representative of any of these officers. Copies of such documents shall be provided to City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at **Consultant's** address specified in Section 16 of this Agreement.

D. Where City has reason to believe that records or documents may be lost or discarded due to the dissolution or termination of **Consultant's** business, City may, by written request, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to these records and documents shall be granted to any party authorized by **Consultant, Consultant's** representatives, or **Consultant's** successor-in-interest.

10. Independent Contractor. In the performance of the work and services required by this Agreement, **Consultant** shall act as and be an independent contractor and not an agent, or employee of the City. **Consultant** shall obtain no rights to retirement or other benefits that accrue to City's employees, and **Consultant** expressly waives any claim it may have to any such rights.

11. Interest of Consultant.

A. **Consultant** represents that neither it nor any employee has any investment or interest in real property, and shall not acquire any such interest, direct or indirect, within the area covered by this Agreement, or any other source of income, interest in real property, or investment that would be affected in any manner or degree by the performance of **Consultant's** services hereunder. **Consultant** further represents that, in the performance of its duties hereunder, no person having any such interest shall perform any services under this Agreement.

B. **Consultant** is not a designated employee within the meaning of the Political Reform Act because **Consultant**:

- (1) will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of the City, or of any City official, other than normal Agreement monitoring; and
- (2) possesses no authority with respect to any City decision beyond the rendition of information, advice, recommendation, or counsel. (FPPC Reg. 18700(a)(2).)

12. Professional Ability of Consultant.

A. City is relying upon the professional training and ability of **Consultant** to perform the services hereunder as a material inducement to enter into this Agreement. **Consultant** shall therefore provide skilled professional and technical personnel to perform all services under this Agreement. All work performed by **Consultant** shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in **Consultant's** field of expertise.

B. The primary provider of the services required by this Agreement shall be (Name of CONTRACTOR). A list of other individuals assigned to the Project will be provided to City for its review and approval, and these individuals shall not be replaced without the City's prior written consent.

13. Compliance with Laws. **Consultant** shall use the customary standard of care in its profession to comply with all applicable federal, state, and local statutes, codes, ordinances, and regulations.

14. Licenses. **Consultant** represents and warrants to City that it has all licenses, permits, qualifications, insurance, and approvals that are legally required of **Consultant** to practice its profession. **Consultant** represents and warrants to City that **Consultant** shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance, and approvals that are legally required of **Consultant** to practice its profession.

15. Indemnification and Hold Harmless. **Consultant** agrees to defend, indemnify, and hold harmless the City, its officers, officials, agents, employees, and volunteers, from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therewith), arising out of **Consultant's** performance of this Agreement, or **Consultant's** failure to comply with any of its obligations contained in this Agreement; excluding, however, any claim arising out of the active negligence or willful misconduct of the City, its officers, agents, employees, or volunteers.

16. Insurance Requirements.

A. Job specific insurance requirements can be found on the attached **APPENDIX G**. Other insurance provisions can be found below:

ATTACHMENT 2

B. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing an A.M. Best's rating of no less than A:VII and shall be endorsed with language substantially as follows:

- (1) The City, its elected and appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work.
- (2) The policy shall be considered primary insurance as respects the City, its elected and appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.
- (3) The insurance shall apply to each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
- (4) The insurer waives all rights of subrogation against the City, its elected and appointed officers, officials, employees, and agents.
- (5) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected and appointed officers, officials, employees, agents, or volunteers.
- (6) The insurance provided by the policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after 30 days written notice has been received by the City.
- (7) The City will not accept any endorsements that were issued in 2004. Acceptable endorsement forms are CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, **Consultant** shall demonstrate financial capability for payment of those deductibles or self-insured retentions.

D. Certificates of Insurance. **Consultant** shall provide to City certificates of insurance with original endorsements as evidence of the required insurance coverage. Certificates of insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

17. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed

ATTACHMENT 2

to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of Manteca
 1001 W. Center Street
 Manteca, CA 95337
 Attention: Juan Portillo, Transit Manager

If to **Consultant**: _____

 Attention: _____

18. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and **Consultant**. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in their entirety by this Agreement.

19. Amendments. This Agreement may be amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

20. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience, and competence of **Consultant**. Assignments of any or all rights, duties, or obligations of the **Consultant** under this Agreement will be permitted only with the express written consent of the City. **Consultant** shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the City. If City consents to such subcontract, **Consultant** shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay any monies due to any such subcontractor other than as may be required by law.

21. Waiver. Waiver of any breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach or default of the same or any other provision under this Agreement.

22. Severability. If any provision of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

23. Controlling Law; Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California, and any legal action relating to this Agreement shall take place in the Superior Court, County of San Joaquin.

24. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

ATTACHMENT 2

25. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS/ENDISPUTE ("JAMS") or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS, and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

26. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy has been signed by both parties.

27. Authority to Enter Agreement. **Consultant** warrants that it has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants to the other that the signatories to this Agreement have the legal power, right, and authority to enter into this Agreement and to bind each party.

28. Prohibited Interests.

A. **Consultant** warrants that it has not employed or retained any person, other than a bona fide employee working solely for **Consultant**, to solicit or secure this Agreement. Further, **Consultant** warrants that it has neither paid nor agreed to pay any person, other than a bona fide employee working solely for **Consultant**, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For any breach or violation of this warranty, City shall have the right to rescind this Agreement without liability.

B. For the term of this Agreement, no member, officer, or employee of City, during the period of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

29. Equal Opportunity Employment. **Consultant** represents that it is an equal opportunity employer, and it shall not discriminate against any subcontractor, employee, or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

30. Precedence. In case of conflict between **Consultant's** Proposal/**Consultant's** attachments and the City's Agreement/City's attachments, the City's Agreement and City's attachments shall take precedence over **Consultant's** proposal/**Consultant's** attachments.

ATTACHMENT 2

TO EFFECTUATE THIS AGREEMENT, each of the parties has caused this Agreement to be executed by its duly authorized representative as of the date set forth in the introductory paragraph on page 1 above.

CITY OF MANTECA:

CONSULTANT:

Gary Singh,
Mayor

*(Type name of Consultant/form of organization) **

ATTEST:

By: _____
(Signature)

Cassandra Candini-Tilton,
Director of Legislative Services

(Type name and title)

COUNTERSIGNED:

By: _____
(Signature)

Vanessa Portillo,
Director of Finance

(Type name and title)

COUNTERSIGNED:

Address: _____

Dawn Cortesi,
Acting Director of Employee Services &
Engagement

Telephone: _____

APPROVED AS TO FORM:

L. David Nefouse,
City Attorney

FEDERAL TERMS AND CONDITIONS

FEDERAL TRANSIT ADMINISTRATION (FTA) CLAUSES

(Rev. 12/2021)

Contractor shall comply with the following FTA requirements.

1. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).

The AGENCY and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation of this underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the AGENCY, Contractor or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two paragraphs in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

3. ACCESS TO RECORDS AND REPORTS

A. Record Retention

The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

B. Retention Period

The Contractor agrees to comply with the record retention requirements in accordance with 2 CFR § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

C. Access to Records

The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

D. Access to the Sites of Performance

The Contractor agrees to permit FTA and its contractors access to the sites of performance under this Contract as reasonably may be required.

4. FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the FTA Master Agreement between the City of Phoenix and the FTA, as they may be amended or promulgated from time to time during the term of the Contract. Contractor's failure to so comply shall constitute a material breach of the Contract.

5. CIVIL RIGHTS LAWS AND REGULATIONS

The AGENCY is an Equal Opportunity Employer. As such, the AGENCY agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the AGENCY agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

A. Nondiscrimination

In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for

employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

B. Race, Color, Religion, National Origin, Sex

In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

C. Age

In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 CFR part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 CFR part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

D. Disabilities

In accordance with Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

6. INCORPORATION OF FTA TERMS

These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).

The preceding provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the

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preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, and are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the contract. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests of the AGENCY that would cause the AGENCY to be in violation of the FTA terms and conditions.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA.

7. **FREE SPEECH AND RELIGIOUS LIBERTY**

All Federal funding must be expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements, including but not limited to those prohibiting discrimination and protecting free speech, religious liberty, public welfare, and the environment.

8. **FEDERAL TERMINATION RIGHTS**

The termination rights under this Agreement are in addition to, and in no way limit, the Federal Government's right to terminate as described in 2 CFR § 200.340.

9. **GOVERNMENT-WIDE DEBARMENT AND SUSPENSION**

This requirement does not apply to contracts and subcontracts under \$25,000.

Debarment, Suspension, Ineligibility and Voluntary Exclusion

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-Wide Debarment and Suspension (Non-procurement)," 2 CFR part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or AGENCY to be:

- A. Debarred from participation in any federally assisted Award;
- B. Suspended from participation in any federally assisted Award;
- C. Proposed for debarment from participation in any federally assisted Award;
- D. Declared ineligible to participate in any federally assisted Award;
- E. Voluntarily excluded from participation in any federally assisted Award; or
- F. Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 2 CFR part 180, subpart C, as supplemented by 2 CFR part 1200, while this offer is

valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. **TERMINATION**

Subrecipients must include provisions in their contracts and subcontracts that allows for termination for cause and for convenience by the subrecipient, including the manner by which it will be effected and the basis for settlement. See Appendix II(B) to 2 CFR part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, and FTA Circular 4220.1F, Chapter IV, paragraph 2.b.(6)(b)4 – Termination.

11. **VIOLATION AND BREACH OF CONTRACT**

These requirements are not applicable to contracts and subcontracts under the simplified acquisition threshold (currently set at \$250,000).

Unless otherwise provided for by the AGENCY, the following provisions shall apply:

Dispute Resolution: Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of AGENCY. This decision shall be final and conclusive unless within ten (10) calendar days from the date of receipt of its copy, Contractor mails or otherwise furnishes a written appeal to the authorized representative of AGENCY. In connection with any such appeal, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the authorized representative of AGENCY shall be binding upon Contractor, and Contractor shall abide by the decision.

Performance During Disputes: Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the Contract, Contractor will continue to perform the obligations required of Contractor during the continuation of any such dispute unless enjoined or prohibited by an Arizona Court of competent jurisdiction.

Rights and Remedies: The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the AGENCY or Contractor shall constitute a waiver of any right or duty afforded any of them under this Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed upon in writing.

12. **LOBBYING RESTRICTIONS** *(Include certification form)*

These requirements do not apply to contracts and subcontracts under \$100,000.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any

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other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

13. CARGO PREFERENCE REQUIREMENTS

These requirements apply to all contracts involving equipment, material, or commodities that may be transported by ocean vessels.

Cargo Preference - Use of United States-Flag Vessels

The contractor agrees:

- A. To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- B. To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and
- C. To include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

14. FLY AMERICA

These requirements apply to contracts and subcontracts involving the transportation of persons or property by air between a place in the United States and a place outside of the United States, or between places outside the United States, when the FTA will participate in the cost of such air transportation.

Fly America Requirements

- A. *Definitions.* As used in this clause--
 - "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.
 - "United States" means the 50 States, the District of Columbia, and outlying areas.
 - "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.
- B. When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air

carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

- C. If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
- D. In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S. - Flag Air Carriers - International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. *[State reasons]:*

(End of statement)

- E. The Contractor shall include the substance of this clause, including this paragraph (E), in each subcontract or purchase under this contract that may involve international air transportation.

15. EMPLOYEE PROTECTIONS

Prevailing Wage and Anti-Kickback

These requirements apply to all prime construction, alteration, or repair contracts in excess of \$2,000.

For all prime construction, alteration or repair contracts in excess of \$2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Contract Work Hours and Safety Standards

These requirements apply to all contracts involving construction in excess of \$100,000 that involve the employment of mechanics or laborers.

For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 CFR part 5. Under 40 U.S.C. § 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

In the event of any violation of the clause set forth herein, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.

The FTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this agreement.

Contract Work Hours and Safety Standards for Awards Not Involving Construction

These requirements apply to all contracts (not involving construction) in excess of \$100,000 that involve the employment of mechanics or laborers.

The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 *et seq.*, and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted

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Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 CFR part 5.

The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

The Contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

16. SEISMIC SAFETY

These requirements apply only to contracts for the construction of new buildings or additions to existing buildings.

The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49 CFR part 41 and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under this Contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

17. VETERANS EMPLOYMENT

These requirements apply only to capital projects (see 49 USC Section 5302, Subsection 3).

Contractor shall give a hiring preference, to the extent practicable, to veterans (as defined in U.S.C. Section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the Contract. This requirement shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

18. BONDING

These requirements are applicable to all construction or facility improvement contracts and subcontracts exceeding the simplified acquisition threshold (currently set at \$250,000). See FTA Circular C 4220.1F for specific bonding requirements.

Bonds are required for all construction or facility improvement contracts and subcontracts exceeding the simplified acquisition threshold. FTA may accept the bonding policy and requirements of the recipient if FTA has determined that the Federal interest is adequately protected. If such a determination has not been made, the following minimum requirements apply:

- A. A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- B. A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s obligations under such contract.
- C. A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

19. PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS

These requirements apply only to contracts for transit operations performed by employees of contractors and subcontractors recognized by FTA to be a transit operator.

The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

- A. U.S. DOL Certification. Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.
- B. Special Warranty. When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.
- C. Special Arrangements. The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

20. CHARTER SERVICE

These requirements apply to contracts for operating public transportation service.

The Contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 CFR part 604, which provides that recipients and sub-recipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

- Federal transit laws, specifically 49 U.S.C. § 5323(d);
- FTA regulations, “Charter Service,” 49 CFR part 604;

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- Any other federal Charter Service regulations; or
- Federal guidance, except as FTA determines otherwise in writing.

The Contractor agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

- Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
- Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or
- Any other appropriate remedy that may apply.

The Contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

21. SCHOOL BUS OPERATIONS

These requirements apply to contracts for operating public transportation service.

The Contractor agrees to comply with 49 U.S.C. 5323(f), and 49 CFR part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

- Federal transit laws, specifically 49 U.S.C. § 5323(f);
- FTA regulations, "School Bus Operations," 49 CFR part 605;
- Any other Federal School Bus regulations; or
- Federal guidance, except as FTA determines otherwise in writing.

If Contractor violates this School Bus Agreement, FTA may:

- Bar the Contractor from receiving Federal assistance for public transportation; or
- Require the contractor to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the Contractor may not use federally funded equipment, vehicles, or facilities. The Contractor should include the substance of this clause in each subcontract or purchase under this Contract that may operate public transportation services.

22. SAFE OPERATIONS OF MOTOR VEHICLES

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company- rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or AGENCY.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

23. ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING

These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).

Definitions.

As used in this clause:

"Driving" means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. "Driving" does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

"Text messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

Executive Order

This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, dated October 1, 2009.

Contractor is encouraged to:

- A. Adopt and enforce policies that ban text messaging while driving:
 1. Company-owned or rented vehicles or Government-owned vehicles; or
 2. Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

- B. Conduct initiatives in a manner commensurate with the size of the business, such as:
 1. Establishment of new rules and programs or reevaluation of existing programs to prohibit text messaging while driving; and
 2. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

Subcontracts

Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts that exceed the micro-purchase threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award.

24. SUBSTANCE ABUSE REQUIREMENTS

These requirements apply to contracts with contractors who perform safety-sensitive functions, as defined in 49 CFR Part 655.4, "Definitions."

Contractor shall establish and implement a drug and alcohol testing program that complies with "Procedures for Transportation Workplace Drug and Alcohol Testing Programs" (49 CFR Part 40) and "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations" (49 CFR Part 655), produce any documentation necessary to establish its compliance with parts 655 and 40, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Arizona, or the City of Phoenix, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR part 655 and 49 CFR part 40 and review the testing process. Contractor shall also submit for review and approval a copy of its substance abuse prevention policy developed to implement its drug and alcohol testing program. Contractor agrees further to certify annually its compliance with parts 655 and 40 and to submit the Drug and Alcohol Management Information System (DAMIS) reports before March 15 to Transit Compliance Officer, City of Phoenix Public Transit Department, 302 N. 1st Avenue, Phoenix, AZ 85003. To certify compliance, the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

25. BUY AMERICA (Include certification form)

These requirements apply to contracts over \$150,000 if they involve the purchase of iron, steel, manufactured goods, or rolling stock.

Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR § 661.7 and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 CFR § 661.11.

Contractor must submit to AGENCY the appropriate Buy America certification below with its offer. Offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

26. ROLLING STOCK LIMITATIONS

These requirements apply to contracts for the purchase of rolling stock.

Contractor and its subcontractors must comply with the limitation on certain rolling stock procurements at 49 U.S.C. § 5323(u), prohibiting the procurement of rolling stock from specified manufacturers for public transportation use.

27. **BUS TESTING**

These requirements apply to contracts for the purchase or lease of any bus model that is new or has any major change in configuration or components to be acquired or leased.

Contractor [Manufacturer] agrees to comply with the Bus Testing requirements under 49 U.S.C. 5318(e) and FTA's implementing regulation at 49 CFR part 665 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or components, and that the bus model has achieved a passing score. Upon completion of the testing, the Contractor shall obtain a copy of the bus testing reports from the operator of the testing facility and make that report(s) publicly available prior to final acceptance of the first vehicle by the grantee.

28. **PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES**

These requirements apply to contracts for the purchase of revenue service rolling stock.

Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 CFR part 663. The Contractor shall comply with the Buy America certification(s) submitted with its offer. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 CFR part 663 and related FTA guidance.

29. **CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

These requirements do not apply to contracts and subcontracts under \$150,000.

The Contractor agrees:

- A. It will not use any violating facilities;
- B. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
- C. It will report violations of use of prohibited facilities to FTA; and
- D. It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

30. **ENERGY CONSERVATION**

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

31. **RECYCLED PRODUCTS**

These requirements apply to all contracts and subcontracts involving the purchase of items designated by the EPA (that contain the highest percentage of recovered materials practicable) in excess of \$10,000. See 40 C.F.R part 247 for federal designation of items.

Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 CFR part 247.

32. PATENT RIGHTS AND RIGHTS IN DATA

These requirements apply to contracts for the performance of experimental, developmental, or research work.

Intellectual Property Rights

This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the AGENCY intellectual property access and licenses deemed necessary for the work performed under this Agreement and in accordance with the requirements of 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Contract and shall, at a minimum, include the following restrictions: Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution. For purposes of this agreement, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

- A. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.
 1. Any subject data developed under the Contract, whether or not a copyright has been obtained; and
 2. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.
- B. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

- C. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
- D. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
- E. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.
- F. The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

33. COMPLIANCE WITH NATIONAL ITS ARCHITECTURE POLICY

These requirements apply only to contracts for National Intelligent Transportation System projects.

Contractor agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture requirements of 23 U.S.C. § 517(d), unless it obtains an exemption from those requirements, and follow FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 Fed. Reg. 1455, January 8, 2001, and all other applicable federal guidance.

34. NATIONAL TRANSIT DATABASE (NTD) REPORTING

As a condition of benefitting from federal assistance for public transportation operations, contractor and its subcontractors must:

- A. Facilitate compliance with 49 U.S.C. § 5334(a), which authorizes the National Transit Database (NTD);
- B. Conform to the NTD reporting system and the Uniform System of Accounts and Records;
- C. Comply with FTA regulations, "Uniform System of Accounts and Records and Reporting System," 49 CFR Part 630;
- D. Report information relating to, and the condition of, its public transportation assets, as provided in FTA regulations, "Transit Asset Management; National Transit Database," 49 CFR Parts 625 and 630;
- E. Comply with any other applicable reporting regulation and requirements; and
- F. Follow FTA guidance.

35. TRAFFICKING IN PERSONS

Contractor and its subcontractors or their employees shall not:

- A. Engage in severe forms of trafficking in persons during the Contract Term;
- B. Procure a commercial sex act during the Contract Term; or
- C. Use forced labor in the performance of the Contract.

Contractor shall inform AGENCY immediately of any information Contractor receives from any source alleging a violation of a prohibition in this section. AGENCY may terminate this Agreement for any violation of this section; such right of termination is in addition to all other remedies for noncompliance that are available to the AGENCY.

36. CENTERS FOR DISEASE CONTROL AND PREVENTION (CDC) ORDER ON REQUIREMENTS FOR PERSONS TO WEAR MASKS WHILE ON CONVEYANCES AND AT TRANSPORTATION HUBS

The Contractor agrees that it will comply, and will require all subcontractors to comply, with the CDC Mask Order of January 29, 2021, titled Requirement for Persons to Wear Masks While on Conveyances and at Transportation Hubs (“CDC Mask Order”), and with TSA’s Emergency Amendment No. 1546-21-01B and Security Directive No. 1582/84-21-01B (made effective on September 14, 2021) in support of the CDC Mask Order for ground transportation and its August 20, 2021 extension of the mask mandate for transportation networks through March 18, 2022.

The Contractor agrees that FTA may take enforcement action for non-compliance with the CDC Mask Order and supportive TSA actions, including:

- A. Enforcement actions authorized by 49 U.S.C. § 5329(g);
- B. Referring the Recipient to the CDC or other Federal authority for enforcement action;
- C. Enforcement actions authorized by 2 CFR §§ 200.339 – .340; and
- D. Any other enforcement action authorized by federal law or regulation.

37. DISADVANTAGED BUSINESS ENTERPRISE (DBE)



ADA/Paratransit Service Policies

Program Description

The Americans with Disabilities Act (ADA) requires public transit agencies that provide fixed-route service to provide “complementary paratransit” service. This program is designed for people with disabilities who cannot use the fixed-route bus service due to a disability under federal regulations (49 CFR Section 37.121-135). Manteca Transit provides ADA Complementary Paratransit Service for eligible Manteca residents and individuals with a certified disability within the City limits. Paratransit Service is comparable to the regular fixed-route system in terms of the service area, service hours, and service days. It is a key link for ADA-certified citizens by maintaining mobility while functioning independently in the community.

Eligibility

Under the ADA regulations, there are three categories of persons with a disability who are eligible for ADA service:

1. Inability to navigate system independently: Any individual with a disability who is unable to board, ride, or disembark from any vehicle on the system which is readily accessible to and usable by individuals with disabilities as the result of a physical or mental impairment (including a vision impairment) without the assistance of another individual (except the operator of a wheelchair lift or other boarding assistance device).
2. Lack of accessible vehicles, stations, or bus stops: Any individual with a disability who needs the assistance of a wheelchair lift or boarding assistance device and is able with such assistance, to board, ride, and disembark from any vehicle which is readily accessible to and usable by individuals with disabilities, if the individual wants to travel on a route on the system during the hours of operation of the system at a time, when such a vehicle is not being used to provide designated public transportation on the route. An individual is eligible under this paragraph with respect to travel on an otherwise accessible route on which the boarding or disembarking location, which the individual would use, is one at which boarding or disembarking from the vehicle is precluded.
3. Inability to reach a boarding point or final destination: An individual prevented from traveling to a boarding location or from a disembarking location on such system because of a specific impairment-related condition.

Please call Access San Joaquin to schedule an assessment, if you believe you meet one or more of the criteria above.

Certification

Access San Joaquin eligibility process requires an assessment conducted by the Mobility Assessment Evaluator (MAE) and may require a professional verification. Eligibility may be granted up to three years. To schedule an assessment, call (209) 242-9965.



Once approved for paratransit services you may arrange service from Manteca Transit by calling (209) 456-8888.

Appeals Process

An ADA Certification decision may be appealed. In order to appeal the decision, submit a request within sixty days after receipt of the denial letter.

Appeals may be mailed to:

Access San Joaquin

P.O. Box 201010

Stockton, CA 95202

can be emailed to access@sjrtd.com or faxed to: (209) 948-3024

Appeals will be heard by the ADA appeals Board. The ADA Appeals Board consists of individuals who are not involved in the initial certification process. Their decision is made independently of the ADA Certification Board.

Upon receipt of the appeal letter, Access San Joaquin will set up a meeting with the ADA Appeals Board. Date and time of the meeting will be provided by mail. The meeting will provide an opportunity to submit additional information, written evidence, and/or arguments to support the case.

The Appeals Board's decision will be notified in writing within thirty days of the hearing. The Appeals Board's decision is final.

Reservation Business Hours

Reservation can be made during regular business hours Monday through Friday, from 8:00 a.m. to 5:00 p.m. and Saturdays from 9:00am to 4:00 pm. Last reservations are allowed up to one hour before the end of the service day

Manteca Transit does not operate on the following Holidays:

New Year's Day

Memorial Day

Independence Day (4th of July)

Labor Day

Thanksgiving Day

Christmas Day

Reservation Policies/Procedures

- Call (209) 456-8888 to reserve a trip.
- Reservations may be made from the next day to fourteen (14) days in advance.

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- Trips are provided on a priority and space available basis. When space is available, same day service will be provided.
- Same-day Saturday trips, trip cancellations and Monday reservations can be made between 9:00 a.m. and 4:00 p.m. on Saturday.
- Saturday priority service for ADA certified, first-come, first-served basis for Dial-A-Ride.
- To make next day reservations on Sundays and holidays, customers must leave a voice message by 4:00 p.m. with the following information:
 1. Passenger first and last name
 2. Travel time and date
 3. Pick-up location
 4. Drop-off location
 5. Mobility device you will be traveling with
 6. If you will need a PCA or Companion
 7. Return Contact telephone number to confirm your reservation
- Messages left during this time will be automatically honored, unless notified. If we are unable to honor the reservation, the dispatcher will call to schedule another time depending on availability of service. Trips are scheduled pursuant to ADA guidelines with a 30-minute pick up window that is negotiated up to one hour before or after a requested pick-up-time.
For example, if a customer requests a pick-up time of 10 am then the customer can be provided a 30-minute pick-up window any time between 9 am and 11 am.
- Return trip reservations should be made when booking your trip. "Will call" return trips will be accommodated based on a space available. Persons making "will call" return trips should expect pickup delays of up to two hours.

Fares

All customers must pay a fare. Only a Personal Care Assistant (PCA) traveling with an ADA certified customer is carried free of charge. An ADA customer may also have one (1) companion who can ride for the same fare of \$2.00. ADA Paratransit Fares are as followed:

ADA Paratransit Single Ride	\$2.00
ADA Paratransit 10-Ride Pass	\$20.00
ADA Paratransit Monthly Pass	\$60.00
Personal Care Attendant (PCA)	Free
Companion	\$2.00

Please note that Bus Operators do not carry cash and cannot make change. Passes can be purchased at the Manteca Transit Center, located at 220 Moffat Boulevard or the Manteca Parks and Recreation Office, located at 1001 West Center Street.

Pick Up and Drop Off

- Customers must have exact fare ready at the time of pick-up.
- Customers should wait at the entrance/exit of their pick-up location and be visible to the bus operator.
- The dispatchers will give the customer a pick-up window of 30 minutes around the negotiated departure time (i.e., -15/+15 window) prior to the pick-up time and 15 minutes after the pick-up time. Customers will be picked-up anytime within the half-hour window.



- A direct route from the pick-up location to the delivery location usually does not occur. Please take into consideration the ½ hour pick up window, delay times and indirect travel when negotiating a pick-up time, as well as when scheduling personal appointments.
- Bus Operators cannot enter private residences to provide assistance and must keep their bus in sight at all times. Bus Operators will wait no more than 3 minutes at each stop for customers.
- Bus Operators can provide assistance between the first exterior door of your pick-up location to the vehicle as long as they do not lose sight of their vehicle for more than a few seconds, offer an arm for stability, deploy the vehicle ramp or lift, and ensure your mobility device is secured. If you need additional assistance, please plan on traveling with a Personal Care Attendant. will assist with packages limited to three (3) trips to the door with bags and packages.
- Buses will not enter a private residential driveway. Exceptions may be made at the discretion of the City of Manteca Transit Manager. Buses may not park or dwell in a manner that restricts driveway access. Trees and bushes along private roads must remain trimmed to accommodate large transit buses.

Reservation Changes and Cancellations

- All cancellations must be called in to the Dispatcher at (209) 456-8888 at least one (1) hour prior to the scheduled pick-up time. Bus Operators are not permitted to accept information regarding trip cancellations or changes.
- Each time a customer fails to cancel a scheduled trip at least one (1) hour in advance, a “No Show” will be added to the customer’s record.
- Once a customer has boarded the transit bus, changes to the trip destination and/or trip times are discouraged and may not be accommodated.

“No Show” Policy

To encourage responsible trip scheduling and Paratransit use, the ADA provides that public transit systems establish and enforce a No Show Policy.

Manteca Transit ADA Complementary Paratransit No Show Policy is part of an effort to bring our customers more efficient paratransit service, and to be up-to-date with Federal Transit Administration findings, best practices, and community input.

No shows are recorded each time a customer makes a late cancellation, forgets to cancel, declines their trip at the door, or is not available for pick-up for their scheduled trip.

No shows and late cancellations result in wasted trips that could have been scheduled for use by other paratransit customers.

Sporadic customer no shows, late cancellations, and cancellations at the door are an expected cost of doing business for a paratransit system. However, excessive no shows, late cancellations, and cancellations at the door adversely affect the efficiency and of service and significantly add to the cost of providing Manteca Transit ADA Complementary Paratransit Service.

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- If a customer is not at the designated location for a scheduled trip when the Bus Operator arrives, the Dispatcher will make an immediate attempt to contact the customer by phone. The Bus Operator will wait up to 3 minutes and if the customer fails to appear, a “No Show” will be added to the customer’s record.
- A “No Show” will also be added to a customer’s record when any of the following situations occur:
 - Deciding not to ride after the bus arrives at the scheduled pick up time.
 - Failing to cancel a scheduled trip at least one (1) hour in advance.
 - A “No Show” beyond the control of the customer will not be counted. Customers must contact the Dispatcher to explain why a “No Show” was beyond the customer's control.
 - Customers will be notified of each “No Show” on their record, which shall also include the date, time, pick up location and/or destination information related to the “No Show.”
- For the first “No Show” within a three (3) month period, the customer shall be notified by mail.

Circumstances Beyond Your Control include but are not limited to

- A sudden family emergency
- Illness that precluded the rider from calling to cancel
- Personal attendant or another party who didn’t arrive on time to assist the rider
- Rider’s appointment ran long and did not provide opportunity to cancel in a timely way
- Rider’s mobility failed
- Other unanticipated and reasonable situations prohibited the customer from calling to cancel a scheduled trip.

Ride Suspension – No Show

Several factors will be reviewed and considered before ridership privileges are proposed for suspension, including:

- Frequency of an individual’s rides and proportion of No Shows.
- A “pattern or practice” of missed trips involving intentional, repeated or regular actions, not isolated, accidental or singular incidents

A customer who accumulates a substantial number of “No Shows” in relation to total trips taken in a three (3) month period will receive a Notice of Proposed Suspension. The customer will be notified in writing that a review of their ridership record will be conducted to determine whether a suspension of ride privileges is recommended. The customer will have an opportunity to present information to explain the circumstances for the substantial “No Shows”.

If ride suspension is recommended, the City of Manteca Transit Manager shall notify the customer in writing that a suspension is being proposed, citing the full reason for the proposed suspension, it’s length, including the exact no-show dates, times, pick up locations and any other pertinent information on which the suspension is based. All suspension periods will be for a reasonable period of time and commensurate with the offense.

Suspension Appeals Process



- The customer has thirty (30) calendar days to submit an appeal in writing for the proposed first violation.
- The customer may present their appeal detailing the reasons for the pattern by panel or in writing. If the customer elects to present their appeal in front of a panel, the City of Manteca Transit Manager will coordinate a date of the meeting with the customer. The customer may contact the City of Manteca Transit Manager two days before the meeting to reschedule the meeting. If the customer fails to reschedule the meeting and attend the meeting, the customer forfeits their appeal.
- The panel will consist of the City of Manteca Transit Manager, General Manager (Contractor), and one outside person. The Bus Operator will transport the customer to and from the meeting at no expense to customer.
- The operator will provide the customer with written notification of the decision and the reason for the decision
- Customers have five calendar days to submit an appeal in writing for each subsequent violation after the first violation. In the event a customer receives a Notice of Intent to Suspend, you have the right to request an appeal.
- If a Notice of Intent to Suspend is received and you wish to request an appeal Complete and Return a completed Appeal Request Form within 7 days of receipt of your Notice of Intent to Suspend addressed to:

City of Manteca, Transit Manager
Manteca Transit, 220 Moffat Boulevard,
Manteca, CA 95336

- Appeal Request Form must be completed in order to request an appeal hearing.
- Appeal Hearing will be conducted by the Appeals Board following the submission of a completed Appeal Request Form.

Reasonable Modifications

- You may request a reasonable modification by calling (209)-456-8888
- Reasonable modifications are only considered if a policy or practice would be discriminatory to someone based on their disability, and as long as the request does not alter the nature of service, cause an undue financial burden, or is a direct threat to someone's health or safety.
For example, complementary paratransit service is unable to accommodate requests like designated driver, exclusive or direct trips, or exclusion of service animals since these requests would alter the nature of our service.

Subscription Cancellations and Changes

- All subscription customers are required to make at least 75% of their subscription trips within a 30-day period.
- A customer failing to show up for at least 75% of their subscription trips within a period of 30 consecutive calendar days will receive a first warning of pending subscription suspension.
- After the first warning, if an individual fails to show up for 10% of their subscription trips within a period of 30 consecutive calendar days, the City of Manteca Transit Manager will issue a Notice of Subscription Suspension.



- The Notice of Subscription Service Suspension will inform the individual that their subscription service has been cancelled. At that time the individual will be required to call in all reservations.
- After a period of three (3) months from the subscription service suspension the individual may reapply for subscription service. If available, the individual will have their subscription privileges reinstated. If the service is not available due to demand the individual will be placed on the waiting list.

Companions, Attendants, Children and Visitors

Companions

1. A customer may request a ride for a companion.
2. The companion must be picked up and dropped off at the same point as the customer.
3. The companion will pay the same fare as the customer.

Personal Care Attendants

1. Persons certified as disabled and requiring the assistance of a personal care attendant may be accompanied by an attendant free of charge provided the attendant is picked up and dropped off at the same point as the customer.
2. A personal care attendant is someone who is essential to the customer for mobility.
3. Customers must inform dispatch/reservation, when making their appointment that they will be traveling with a personal care attendant.

Children

1. Infants or small children should be fastened by a seatbelt or held on your lap.
2. Children under the age of 6 years must be accompanied by an older child (12 years or older) or adult.

Visitors

1. A visitor is an individual with disabilities who is not register for Manteca Transit ADA Complementary Paratransit Service.
2. A visitor must present documentation that they are ADA paratransit eligible in the jurisdiction in which they reside. This can be done through:
 - Documentation of eligibility received from another transit agency (i.e., ID card or other documentation).
 - Certification by the visitor that they are unable to use fixed route transit.
3. Visitors are eligible to use the Manteca Transit ADA Complementary Paratransit Service for any combination of 21 days during any 365-day period beginning with the visitor's first use of the service during such 365-day period.
4. Visitors are not required to receive eligibility certification from Manteca Transit before receiving ADA Complementary Paratransit Service.

Mobility Devices

- Wheelchair users should remain in their chair and wear a lap belt during loading and unloading, as well as while riding on Manteca Transit.
- Bus Operators will not push wheelchairs up or down inclines or over barriers.



- Scooter users should transfer to a bus seat, if possible.
- All mobility devices will be secured to the bus.

Lost and Found

- If you lose something on a Manteca Transit bus, call the (209) 456-8888 immediately.
- Items may be claimed at the Manteca Transit Center located at 220 Moffat Blvd. in Manteca, Monday through Friday between 8:00 a.m. and 5:00 p.m.
- Items will be held for 30 days only and then donated to charity.

Rules of the Road

- Please allow customers to exit the bus before boarding.
- Please be patient when Bus Operators are securing wheelchairs and mobility devices.
- Remain seated while the bus is in motion.
- Keep aisles clear. Packages, strollers must be folded and shopping carts should be kept under the seats or folded between seats. California State law and Federal regulations requires the area between the Bus Operator and the front door be kept clear at all times.
- Eating, drinking and smoking are prohibited on all Manteca Transit buses.
- Radios, tape and CD players may only be played through earphones and at a volume unheard by other customers.
- Shirts and shoes must be worn at all times.
- Wet clothing, such as swim suits, will not be allowed. However, wet clothing due to weather conditions is only discouraged.
- Pets, other than service animals/guide dogs, are not allowed on board Manteca Transit buses.
- Spitting, urinating or defecating on the bus or at bus stops is prohibited.
- Large, bulky items are prohibited. However, fishing poles and other recreational equipment may be permitted at the Bus Operator's discretion. Items that roll, such as skateboards, must be held securely while on board.
- All hazardous items, such as toxic materials (gasoline, explosives, flammable liquids, etc.) or unpackaged plate glass, are strictly prohibited due to public safety.
- No firearms are allowed on board buses except for law enforcement officers, uniformed and properly credentialed security guards and other persons with applicable permits.
- Always wait until the bus has departed before walking behind it to cross the street.
- All persons using the transportation services provided by the City of Manteca are expected to conduct themselves courteously and with decorum.
- The privilege of using Manteca Transit services may be suspended, either temporarily or permanently, in the event a customer:
 - is abusive, offensive or insulting to any other customer, the Bus Operator or any other City of Manteca or Manteca Transit employee; engages in any conduct or activity which is hazardous to themselves or to any other person; or damages, vandalizes or destroys any transit property of the City of Manteca.

Disciplinary Procedures

- The Bus Operator shall have the right to deny service and demand that any customer violating Manteca Transit rules disembark the bus at any time, but should leave the



customer at a place where shelter and a telephone are available. If necessary, the Bus Operator will request the assistance from the City of Manteca Police.

- The right of any customer to ride on a Manteca Transit bus may be suspended by the City of Manteca Transit Manager for up to 14 days to protect the health, safety and/or welfare of all Manteca Transit employees and/or other customers.
- If the City of Manteca Transit Manager determines that a suspension of more than 14 days is appropriate, they may suspend the customer for an additional period up to the next City Council meeting. Prior to ordering the additional suspension, the City of Manteca Transit Manager shall give the affected customer an opportunity to appear before him/her to present further information and evidence. The suspension period may be extended after a hearing is conducted by the City Council.
- The affected customer shall be notified in a timely manner of the date and time of the scheduled Council Hearing, if the person's name and address are known to Manteca Transit staff:
 1. Notification shall be by registered letter or equivalent.
 2. The affected customer shall have the right to appear at the hearing and present any evidence that is relevant to the matter.
 3. At the conclusion of the Hearing, the City Council shall determine whether the suspension should be continued and if so, the term of such suspension.
 4. The affected customer shall be notified of the decision of the City Council within 10 business days after the Hearing.
 5. Non-operational days of Manteca Transit shall not be considered in computing any suspension time provided herein.

Additional Information

For additional information about Manteca Transit services. Please call (209) 456-8888, (TDD/TTY: 711 through the California Relay Service), visit www.manteca.gov online, email to: transitadmin@manteca.gov or visit the Manteca Transit Center at 220 Moffat Boulevard, Manteca, CA 95336.

This information is available in alternative and alternate formats upon request.

Required Forms

Form A

ADDENDUM RECEIPT

_____ (CONTRACTOR) acknowledges it has received and read the following Addenda:

Addendum # _____ Signature _____

Addendum # _____ Signature _____

Addendum # _____ Signature _____

Addendum # _____ Signature _____

Addendum # _____ Signature _____

Addendum # _____ Signature _____

Signature _____

Date _____

Title _____

Company Name _____

Form B

NON-COLLUSION AFFIDAVIT FOR PROPOSER

STATE OF CALIFORNIA
COUNTY OF _____

_____ declares and says:

1. That he/she is the (owner, partner, representative, or agent) of _____, hereinafter referred to as (CONTRACTOR) or (subcontractor).
2. That he/she is fully informed regarding the preparation and contents of this proposal for certain work in the City of Manteca, State of California.
3. That his/her proposal is genuine and is not collusive or a sham proposal.
4. That any of its officers, owners, agents, representatives, employees, or parties in interest, including this affiliate, has not in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposer, firm, or person to submit a collusive or sham proposal in connection with such contract or to refrain to submitting a proposal in connection with such contract, or has in any manner, directly or indirectly, sought by unlawful Contract or connivance with any other proposer, firm, or person to fix the price or prices in said proposal, or to secure through collusion, conspiracy, connivance, or unlawful Contract any advantage against the City of Manteca or any person interested in the proposed contract; and,
5. That the price or prices quoted in the proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful Contract on the part of the proposer or any of its agents, owners, representatives, employees, or parties in interest, including this affiliate.

I certify (or declare) under penalty of perjury, that the foregoing is true and correct.

Dated this _____ day of _____, 20____, at _____, California.

Signed: _____

Title: _____

Form C

CERTIFICATION OF ELIGIBILITY (LABOR STANDARDS)

The _____ (Name of Proposer) hereby certifies that it is not included on the United States Comptroller General's Consolidated List of Persons or Firms currently Debarred for Violations of Various Public Contracts Incorporating Labor Standard Provisions.

Signed _____

Title _____

Date _____

Form D

DEBARMENT AND SUSPENSION CERTIFICATION

This certification does not apply to contracts and subcontracts under \$25,000. Offers that are not accompanied by a completed, applicable certification will be rejected as nonresponsive.

- The Proposer certifies, to the best of its knowledge and belief, that the Proposer and its principals:
 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any federal department or agency;
 2. Have not, within the preceding three years, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any offense described in Paragraph 2 of this certification;
 4. Have not, within the preceding three years, had one or more public transactions (federal, state, or local) terminated for cause or default.

OR

- The Proposer is unable to certify to all of the statements in this certification, and attaches its explanation to this certification. (In the explanation, the Proposer must certify to those statements that can be certified and explain why the other statements cannot be certified.)

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 USC §§ 3801 et al. are applicable to this certification.

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____

Form E

BUY AMERICA CERTIFICATION

This certification applies to contracts over \$150,000 if they involve the purchase of iron, steel, manufactured goods, or rolling stock.

If this Offer is valued in excess of \$150,000 and **involves the procurement of steel, iron, or manufactured products (as defined in 49 CFR §§ 661.3 and 661.5)**, the Proposer hereby certifies that it:

- Will comply with the requirements of 49 USC § 5323(j)(1) and the applicable regulations in 49 CFR part 661;

OR

- Cannot comply the requirements of 49 USC § 5323(j) (and 49 CFR part 661) but may qualify for an exception to the requirements pursuant to 49 USC § 5323(j)(2), as amended, and the applicable regulations in 49 CFR § 661.7.

If this Offer is valued in excess of \$150,000 and **involves the procurement of buses or other rolling stock (including associated equipment)**, the Proposer hereby certifies that it:

- Will comply with the requirements of 49 USC § 5323(j) and the applicable regulations of 49 CFR § 661.11;

OR

- Cannot comply with the requirements of 49 § USC 5323(j) (and 49 CFR § 661.11), but may qualify for an exception to the requirements consistent with 49 USC § 5323(j)(2)(C), as amended, and the applicable regulations in 49 CFR § 661.7.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 USC §§ 3801 et al. are applicable to this certification

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____

Form F

LOBBYING CERTIFICATION

This certification does not apply to contracts and subcontracts under \$100,000. Offers that are not accompanied by a completed, applicable certification will be rejected as nonresponsive.

The Proposer certifies, to the best its knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Proposer, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Proposer shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Proposer shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 USC §§ 3801 et al. are applicable to this certification.

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____

Per paragraph 2 above, complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," if applicable.

Form G

TAX LIABILITY CERTIFICATION

This certificate applies to all contracts.

The Proposer, certifies that:

- (a) it has no unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

- (b) it has not been convicted of a felony criminal violation under any federal law within the preceding 24 months.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 USC §§ 3801 et al. are applicable to this certification.

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____

Form H

DISADVANTAGED BUSINESS ENTERPRISE (DBE) CERTIFICATION

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 USC §§ 3801 et al. are applicable to this certification.

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____

Form I

RFP Process Integrity Rules

The City of Manteca pledge is for the procurement process for public transit operations services to be open, objective, carefully monitored, and understandable to all. The following rules will be adhered to and enforced:

BEGINNING ON THE DATE OF THE ISSUANCE OF THE RFP FOR PUBLIC TRANSIT OPERATIONS SERVICES, AND ENDING ON THE DATE OF THE AWARD OF AGREEMENT FOR PUBLIC TRANSIT OPERATIONS SERVICES, ALL COMMUNICATION INITIATED BY PROPOSERS OR REPRESENTATIVES OF PROPOSERS AND THE CITY SHALL BE THROUGH GEORGIA LANTSBERGER OF THE FINANCE DEPARTMENT OF THE CITY OF MANTECA AND SHALL BE IN WRITING (BY EMAIL OR LETTER). THE CONTACT INFORMATION IS AS FOLLOWS:

City of Manteca Finance Department
Attn: Juan Portillo, Transit Manager
1001 W. Center Street, Suite D
Manteca, CA 95337
Email: jportillo@manteca.gov

ANY ATTEMPT TO CONTACT OR INTERACT WITH ANY ELECTED OR APPOINTED OFFICIAL FOR THE PURPOSE OF INFLUENCING THE SELECTION PROCESS WILL RESULT IN DISQUALIFICATION FROM THE SELECTION PROCESS.

ALL COMMUNICATIONS BETWEEN THE CITY AND INDIVIDUAL PROPOSERS WILL BE DOCUMENTED AND MAY BE TRANSMITTED SIMULTANEOUSLY TO ALL PROPOSERS.

ANY PROPOSER WHO FAILS TO RECOGNIZE OR UTILIZE THIS PROCESS OF COMMUNICATION WILL BE NOTIFIED OF ITS VIOLATION AND MAY BE SUBJECT TO DISQUALIFICATION.

PROPOSER must acknowledge and sign this statement as part of the RFP process. PROPOSER must return a signed copy of this statement with the RFP submittal.

On behalf of the entity I am authorized to represent, I understand and accept the rules established as set forth above.

Company Name: _____

Date: _____

Company Representative: _____

Title: _____

Form J

**CERTIFICATION REGARDING ALCOHOL MISUSE AND
PROHIBITED DRUG USE**

1. As required by FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," at 49 CFR part 655, subpart I, the undersigned certifies that is has established and implemented an alcohol misuse and anti-drug program, and has complied with or will comply with all applicable requirements of FTA regulations, "Prevention of Alcohol Misuse and prohibited Drug Use in Transit Operations," 49 CFR part 655.
2. The undersigned shall at all times comply with all applicable FTA regulations, policies, procedures and directives.

Signature _____

Name _____

Title _____

Date _____

Company Name _____

Form K

ACKNOWLEDGEMENT OF “BEST VALUE” SELECTION PROCESS

PROPOSER hereby acknowledges that the selection process under this RFP will evaluate Proposals on a “Best Value” basis, which the Federal Transit Administration’s (FTA) Best Practices Manual defines as follows:

“Best Value” is a selection process in which proposals contain both price and qualitative components, and award is based upon a combination of price and qualitative considerations. Qualitative considerations may include technical design, technical approach, quality of proposed personnel, and/or management plan. The award selection is based upon consideration of a combination of technical and price factors to determine (or derive) the offer deemed most advantageous and of the greatest value to the procuring agency.

As a result, PROPOSER further acknowledges that pricing will not be the sole basis upon which Proposals are evaluated.

An individual authorized to bind the PROPOSER to this Agreement must sign below acknowledging and understanding of the foregoing.

Signature _____
Name _____
Title _____
Date _____
Company Name _____

EXHIBIT 1

Insurance Requirements for Professional Services

INSURANCE REQUIREMENTS

Consultants shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, employees or subcontractors.

Minimum Limits of Insurance: Coverage shall be at least as broad as:

Commercial General Liability

- Commercial General Liability Insurance with \$2,000,000 minimum limit per occurrence.
- If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- Commercial General Liability Additional Insured Endorsement naming the following as insured **on 2001 or earlier issued endorsement forms:**
“City of Manteca, its officers, officials, employees, agents, and volunteers”.

Automobile Liability

If the vehicles are brought onto city facilities, covering any auto, or of Contractor has no owned autos, hired, and non-owned autos, the Contractor shall maintain automobile liability with limits no less than:

- Automobile Liability Insurance with \$1,000,000 minimum limit per accident for bodily injury and property damage.
- Automobile Liability Additional Insured Endorsement naming the following as additional insured:
“City of Manteca, its officers, officials, employees, agents, and volunteers”.

Worker’s Compensation

As required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

Professional Liability (Errors and Omissions)

Insurance appropriate to the Contractor’s profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate

Other Insurance Provisions:

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

1. The City of Manteca, its officers, officials, employees, agents and volunteers are to be covered as insured’s as respect to: liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work operations. General liability coverage can be provided in the form of an endorsement to the Consultant’s insurance at least as broad as CG 20 10 and CG 20 37 if completed operations coverage is required.
2. For any claims related to this contract, the Consultant’s insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers, shall be excess of the Consultant’s insurance and shall not contribute with it.

3. The applicant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City of Manteca.

Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City of Manteca reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Manteca

Waiver of Subrogation

Consultant hereby grants to The City of Manteca a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Entity by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that The City of Manteca is an additional insured on insurance required from subcontractors.

SPECIAL RISKS OR CIRCUMSTANCES

The City of Manteca reserves the right to modify these requirements based on the nature of the risk, prior events, insurance coverage, or other special circumstances.

Form J

PRICE PROPOSAL FORM

PROPOSER: _____

CONTRACTOR shall operate services as described in Request for Proposals, Agreement, and accompanying attachments.

CONTRACTOR Total payments shall be as follows:

	Base Year 1 July 1, 2023 – June 30, 2024	Base Year 2 July 1, 2024 – June 30, 2025	Base Year 3 July 1, 2025 – June 30, 2026
Fixed Monthly Cost			
Rate Per Revenue Hour**			
TOTAL PRICE			

**CITY provides 100% of transit fleet

PROJECTED VEHICLE REVENUE HOURS*	July 1, 2023 – June 30, 2024	July 1, 2024 – June 30, 2025	July 1, 2025 – June 30, 2026
Fixed Route Vehicle Hours	15,000 ±15%	15,000 ±15%	15,000 ±15%
Paratransit Vehicle Hours	4,400 ±15%	4,400 ±15%	4,400 ±15%

* Actual hours may vary based on implementation of Short Range Transit Plan.

On behalf of the entity I am authorized to represent, I understand and certify the proposed rates and potential rate deductions as set forth above.

By: _____ Title: _____ Date: _____

PRICE PROPOSAL FORM
Page 2

PROPOSER: _____

CONTRACTOR shall operate services as described in Request for Proposals, Agreement, and accompanying attachments.

CONTRACTOR Total payments shall be as follows:

	July 1, 2026 – June 30, 2027 (Extension)	July 1, 2027 – June 30, 2028 (Extension)
Fixed Monthly Expense		
Cost Per Vehicle Hour**		
TOTAL AGREEMENT PRICE		

**CITY provides 100% of transit fleet

PROJECTED VEHICLE HOURS*	July 1, 2026 – June 30, 2027	July 1, 2027 – June 30, 2028
Fixed Route Vehicle Hours	25,000 ±15%	25,000 ±15%
Paratransit Vehicle Hours	8,750 ±15%	8,750 ±15%

* Actual hours may vary based on City Council action in levels of service.

On behalf of the entity I am authorized to represent, I understand and certify the proposed rates and potential rate deductions as set forth above.

By: _____ Title: _____ Date: _____

Form K-1

LINE ITEM OPERATING BUDGET

PROPOSER: _____

Costs	Year 1 July 1, 2023 – June 30, 2024		Year 2 July 1, 2024 – June 30, 2025		Year 3 July 1, 2025– June 30, 2026	
	Fixed	Variable	Fixed	Variable	Fixed	Variable
A. Salaries and Wages						
1. Management						
2. Supervisors/Dispatchers						
3. Support Staff						
4. Maintenance Staff						
5. Drivers						
6. Drivers: Training and Non-Revenue						
B. Payroll Taxes and Fringe Benefits						
1. Management						
2. Supervisors/Dispatchers						
3. Support Staff						
4. Maintenance Staff						
5. Workers Compensation: Staff						
6. Workers Compensation: Drivers						
7. Drivers						
8. Drivers: Training and Non-Revenue						
C. Facility Expense						
1. Rent						
2. Utilities						
3. Phone						
4. Facility Maintenance						
D. Office Expenses						
1. Office equipment lease/amortization						
2. Office Supplies						
3. Printing/copying						
E. Insurance Expense						
1. General Liability						
2. Vehicle Liability						
3. Performance Bond						
4. Licenses						
F. Maintenance Expense						
1. Parts						
2. Tires						
3. Supplies and Materials						
G. Vehicle Cleaning Expense						
1. Vehicle cleaning expense						
H. Equipment Purchase/Depreciation						
1. Vehicles						
2. Maintenance equipment						
3. Office equipment						
I. Miscellaneous Expense						
1. Employee miscellaneous						
2. Maintenance miscellaneous						
3. Other miscellaneous						
J. Startup Expense						
1. (include detail in proposal write-up)						
K. Profit and Overhead						
1. Overhead						
2. Profit						
Total Fixed Cost						
Total Variable Cost						
TOTAL PROJECT COST						

Form K-2

PROPOSER: _____

Costs	Year 4 (Extension) July 1, 2026– June 30, 2027		Year 5 (Extension) July 1, 2027 – June 30, 2028	
	Fixed	Variable	Fixed	Variable
A. Salaries and Wages				
1. Management				
2. Supervisors/Dispatchers				
3. Support Staff				
4. Maintenance Staff				
5. Drivers				
6. Drivers: Training and Non-Revenue				
B. Payroll Taxes and Fringe Benefits				
1. Management				
2. Supervisors/Dispatchers				
3. Support Staff				
4. Maintenance Staff				
5. Workers Compensation: Staff				
6. Workers Compensation: Drivers				
7. Drivers				
8. Drivers: Training and Non-Revenue				
C. Facility Expense				
1. Rent				
2. Utilities				
3. Phone				
4. Facility Maintenance				
D. Office Expenses				
1. Office equipment lease/amortization				
2. Office Supplies				
3. Printing/copying				
E. Insurance Expense				
1. General Liability				
2. Vehicle Liability				
3. Performance Bond				
4. Licenses				
F. Maintenance Expense				
1. Parts				
2. Tires				
3. Supplies and Materials				
G. Vehicle Cleaning Expense				
1. Vehicle cleaning expense				
H. Equipment Purchase/Depreciation				
1. Vehicles				
2. Maintenance equipment				
3. Office equipment				
I. Miscellaneous Expense				
1. Employee miscellaneous				
2. Maintenance miscellaneous				
3. Other miscellaneous				
J. Startup Expense				
1. (include detail in proposal write-up)				
K. Profit and Overhead				
1. Overhead				
2. Profit				
Total Fixed Cost				
Total Variable Cost				
TOTAL PROJECT COST				

Form K-3

START-UP DETAILS AND COSTS

Item #	Item Description	Proposed Start-up Cost
1.	Office Supplies	
2.	Operator uniforms	
3.	Relocation costs	
4.	Training Costs	
5.	Wage/benefit Costs	
6.	Insurance	
7.	Inventory set-up costs	
8.	Leasehold improvements	
9.	Corporate support/profit	
10.	Recruitment Expenses	
11.	Recruitment Bonuses	
12.	Outside trainer lodging/travel	
13.		
14.		
15.	Other Miscellaneous Expenses (describe below)	
16.		
17.		
18.		
19.		
20.		
21.		
22.		
23.		
24.		
25.		
TOTAL:		

- This form should identify each component required for start-up of transit services, including the cost for each during the start-up period.

On behalf of the entity I am authorized to represent, I understand and certify the proposed rates as set forth above.

By: _____ Title: _____

Date: _____

Form L-1

**STAFFING LEVELS & WAGES/SALARIES
FULL-TIME**

Definitions:

“FTE” means the number of full time equivalent positions needed to operate the proposed services. Full time equivalents equal 2,080 hours.

“Wage/Salary” should either be the average hourly wage, or monthly salary. In the case of drivers, please indicate the number of drivers (FTEs) at differing hourly wage rates for this contract.

Job Classifications	Year 1 7/1/2023 – 6/30/2024		Year 2 7/1/2024 – 6/30/2025		Year 3 7/1/2025 – 6/30/2026	
	FTE	Scale	FTE	Scale	FTE	Scale
Drivers						
Drivers						
Drivers						
Drivers						
Drivers						
Dispatchers/Supervisors						
General Manager						
Office/Clerical Staff						
Trainers						
Utility Staff						
Off-Site Personnel*						
Total FTEs						

Job Classifications	Year 4 (Extension) 7/1/26 – 6/30/27		Year 5 (Extension) 7/1/27 – 6/30/28	
	FTE	Scale	FTE	Scale
Drivers				
Drivers				
Drivers				
Drivers				
Drivers				
Dispatchers/Supervisors				
General Manager				
Office/Clerical Staff				
Trainers				
Utility Staff				
Off-Site Personnel*				
Total FTEs				

Please list all benefits a full-time employee will be eligible to receive based on the terms of your price proposal. Include the time frame at which an employee is eligible to receive such benefits.

*Please explain and justify any off-site personnel included in the price proposal.

Form L-2

**STAFFING LEVELS & WAGES/SALARIES
PART-TIME**

Definitions:

“Wage/Salary” should either be the average hourly wage, or monthly salary. In the case of drivers, please indicate the number of drivers at differing hourly wage rates for this contract.

Job Classifications	Year 1 7/1/23 – 6/30/24		Year 2 7/1/24 – 6/30/25		Year 3 7/1/25 – 6/30/26	
	No.	Scale	No.	Scale	No.	Scale
Drivers						
Drivers						
Drivers						
Drivers						
Drivers						
Dispatchers/Supervisors						
General Manager						
Office/Clerical Staff						
Trainers						
Utility Staff						
Off-Site Personnel*						
No. of part-time employees						

Job Classifications	Year 4 (Extension) 7/1/26 – 6/30/27		Year 5 (Extension) 7/1/27 – 6/30/28	
	No.	Scale	No.	Scale
Drivers				
Drivers				
Drivers				
Drivers				
Drivers				
Dispatchers/Supervisors				
General Manager				
Office/Clerical Staff				
Trainers				
Utility Staff				
Off-Site Personnel*				
No. of part-time employees				

Please list all benefits a part-time employee will be eligible to receive based on the terms of your price proposal. Include the time frame at which an employee is eligible to receive such benefits.

*Please explain and justify any off-site personnel included in the price proposal.

ATTACHMENT 2

APPENDIX I PERFORMANCE AND NON-COMPLIANCE ASSESSMENTS

Item	Assessment	Quantity	Value	Total
A. Service Standards				
On-Time Departures	Percentage of On-Time Departures Falls Below 95% for Fixed Route		\$500 (per month)	
	Percentage of On-Time Departures Falls Below 90% for Fixed Route		\$750 (per month)	
	Percentage of On-Time Departures Falls Below 85% for Fixed Route		\$1000 (per month)	
Operating Ahead of Schedule	<i>Fixed Route</i> -Bus Departing Time Point Prior to Scheduled Departure Time		\$100 (per incident)	
	<i>Paratransit/Manteca Transit</i> - Bus Departing earlier than 10 minutes Prior To Scheduled Pick Up Time		\$100 (per incident)	
Missed Trips	<i>Fixed Route</i> - Operating 20 Minutes or More Behind Scheduled Time		\$200 (per missed trip)	
	<i>Paratransit/Manteca Transit</i> - Vehicle Arriving More Than 20 Minutes Late for a Scheduled Pick Up Time		\$200 (per missed trip)	
Failure to Pick Up Passenger	<i>Fixed Route</i> - Failure to Pick Up Rider from any Fixed Route Bus Stop		\$500 (per occurrence)	
	<i>Paratransit/Manteca Transit</i> - Failure to Pick Up Rider For Any Reserved Paratransit/Manteca Transit trip, Unless Failure is the Fault of the Passenger		\$500 (per occurrence)	
	Failure of Personnel to Notify Dispatch When Unable to Board or Alight Person With Disabilities/Mobility-Impaired At Bus Stop		\$100 (per occurrence)	
Failure to Start Route from Designated Stop	Failure to start a fixed-route from its proper bus stop at the Transit Station, Unless Failure is the Fault of the Passenger		\$300 (per occurrence)	
Service Denial	Denial of service due to lack of available operators (not including same-day reservations)		\$100 (per occurrence)	
Customer Complaints	Failure to notify CITY through email within 1 hour of customer complaint received		\$50 (per occurrence)	
	Failure to follow-up with CITY on resolution of customer complaints within 48 hours		\$50 (per occurrence)	
	Number of Valid Customer/Passenger Complaints Exceeds 10 per month		\$50 (per month)	
B. Reporting Requirements				
Monthly Reports	Incorrectly Reported or Missing Operating Statistics, Financial Information, or Back up Documentation for monthly reports.		\$100 (per error; \$500 max/mo.)	
	Reports & Operating Statistics Submitted Later Than Specified Time Frame (10 th calendar day of the following month for Monthly Reports).		\$50 (per late day; \$500 max/mo.)	
Incident Reporting	Failure to Provide Accident (if available from Manteca PD) and CONTRACTOR Incident Reports to City Within 24 Hours of Occurrence		\$300 (per occurrence)	
	Failure to Submit Backup Documents and Photos with an Accident/Incident Form Within 3 Business Days After Accident/Incident		\$200 (per occurrence)	
	Failure to Notify City Staff By Telephone Within One Hour of Accident/Incident		\$100 (per occurrence)	
CHP Report	Unsatisfactory Rating in Applicable Categories of Annual Highway Patrol Safety Compliance Report or Spot Check		\$2,000 (per occurrence)	
Daily Vehicle Inspection Reports	Failure of Operators to Report Interior/Exterior Vehicle Damage, graffiti, and/or Vandalism on Post-Trip Inspection (DVI) forms.		\$100 (per occurrence)	
	Failure to Complete Daily Vehicle Inspection (DVI) Report Before & After Vehicle is in Driver Possession (i.e., start of day at yard, change of operators at shift change, etc.)		\$100 (per occurrence)	
C. Facilities				
Facility Appearance & Cleanliness	Non-Compliance with Facility Appearance & Cleanliness Standard		\$100 (per occurrence)	
Facility Opening & Securement	Failure to Open or Close Transit Lobby in conformance with Established Business Hours		\$100 (per day; \$500 max/mo.)	
	Failure to Properly Secure Transit Facilities		\$500 (per occurrence)	

ATTACHMENT 2

	Failure to Properly Store Transit Vehicles at Bus Yard Overnight		\$500 (per occurrence)	
Facility Fixtures	Any Instance Resulting in Detachment of Fueling Hose, Nozzle, and/or Damage to Fueling Dispenser or Fueling System		\$4500 (per occurrence); All costs in Repairs of Damaged Equipment are Contractor's Responsibility	
	Any Instance Resulting in Damage to Farebox Probing System or Loss of Probing Device or Loss of Farebox Key		\$4500 (per occurrence); All costs in Repairs of Damaged Equipment are Contractor's Responsibility	
D. Personnel				
Hiring & Staffing	Replacement of the following Key Personnel Positions: General Manager, Dispatch/Operations Supervisor, Training/Safety Manager, Maintenance Manager/Lead Mechanic.		\$500 (per day of vacancy); plus total compensation of position during period of vacancy	
	"Conditionally" hired employee performing job duties prior to receipt of background check and drug/alcohol testing results by CITY		\$500 (per occurrence)	
	Insufficient personnel to provide appropriate customer service levels during operating hours		\$500 (per day)	
	Failure to provide notice of employee no longer employed within 24 hours of employee's last shift		\$100 (per occurrence)	
	Failure to return any City property (keys/fobs/etc.) within 72 hours of employee's last shift		\$500 (per occurrence)	
Uniform Standards	ID Badge or Gate Access Card or Transit Station Door Fob Lost		\$50 (per occurrence)	
	Lost Facility Key		\$500 (per occurrence)	
	Non-Compliance with Uniform & Appearance Standard		\$50 (per occurrence)	
E. Equipment				
ITS	Dispatch Fails to Assign Fixed Route Buses on CAD System in a Given Day.		\$100 (per occurrence)	
	Operator Intentionally Disables AVA System Volume		\$100 (per trip occurrence)	
	Failure to have a working tablet in vehicle while in operation		\$100 (per occurrence)	
	Failure to assign a Paratransit/Manteca Transit trip in dispatching software		\$100 (per occurrence)	
F. Vehicle Operation Requirements				
ADA / Safety	Failure to Announce Major Stops and Transfer Points as Required by ADA, if AVA is Not Functioning.		\$100 (per trip occurrence)	
	Failure to Report Inoperable Lift to Maintenance, Resulting in Known Lift Failure Put On Route		\$200 (per incident)	
ADA / Safety	Failure to Provide Passenger With Alternative Means of Transportation Within One Hour of Lift Failure		\$500 (per incident)	
	Operator Fails to Properly Secure a Passenger in a Mobility Device, Including, but not Exclusive of Wheelchairs and Walkers, Prior to Being Transported		\$500 (per occurrence)	
Preventable Accidents	Total Vehicle Miles Between Preventable Accidents Falls Below 50,000 miles in One Quarter		\$1,000 (per quarter)	
	Total in-service miles fall under 5,000 between preventable road calls per month which causes delay in excess of ten (10) minutes		\$200 (per occurrence)	
	Preventable Accidents in Vehicles Operated by Contractor Shall Not Exceed Past Five (5) Per Quarter.		\$1,000 (per quarter)	
Vehicle Cleanliness Standard	Non-Compliance with Vehicle Appearance & Cleanliness Standard		\$100 (per day; \$500 max/mo.)	
Personnel	Failure to ensure a sufficient number of operators, both regularly scheduled and extra board (cover or relief), to provide consistent and reliable service.		\$500 (per occurrence)	
G. General Rules				
An assessment of \$100 will be implemented for failure to comply with the following rules:				
	Drivers shall be responsible for keeping all vehicles clean and sanitary during their shift.		\$100 (per occurrence)	
	Employees may only use vehicles in accordance with their assigned duties.			
	No one shall be permitted to solicit on the vehicle with the exception of personnel specifically authorized to do so by CITY.			

ATTACHMENT 2

	No animals, except service animals, shall be permitted on the vehicle, unless otherwise authorized in writing by the CITY.			
	Drivers shall follow fare collection procedures; utilizing the farebox system properly, recording ridership data in the format required by CITY.			
	Uniforms assigned to applicable staff must be worn at all times when on duty.			
	Driver shall comply with all Federal ADA rules and regulations; including announcing scheduled fixed route bus stops.			

An assessment of \$500 will be implemented for failure to comply with the following rules:

	Failure of Contractor to Maintain Sufficient Fuel in Vehicle; (All Costs in Moving Vehicle Are Contractor's Responsibility)		\$500 (per occurrence)	
	No using personal cellular telephones or other personal communication devices while the vehicle is in revenue service. Contact from third parties shall be allowed only through dispatch.			
	CONTRACTOR staff shall abide by all Seat Belt Use laws while providing service as outlined in this CONTRACT.			
	While in uniform, or at work, no employee shall purchase, consume, or be under the influence of any narcotic, intoxicant, harmful drug, or prescription drugs that impair performance.			
	Employees must conduct themselves and operate vehicles in a safe and courteous manner at all times.			
	All information regarding accidents and incidents shall be confidential. Employees shall refrain from speaking to anyone concerning any accident or incident unless it is to the police, CITY staff, the CITY'S Insurance Carrier or other person(s) involved in the accident as required by law.			
	Anyone under the influence of any intoxicant, narcotic, or harmful drug, who endangers the safety of the driver, other passengers, him or herself, or vehicle equipment, shall not be permitted on the vehicle.			
	No vehicle shall stop at an unsafe location. Whenever practical, paratransit stops shall be made at a curb.			
	No vehicle shall be operated when its condition is unsafe or uncertain.			
	No driver shall operate the wheelchair ramp or lift until they have received the mandated training; and if there is any doubt whatsoever about the mechanical condition of the ramp/lift or safety of the passenger as a result of using the ramp/lift. Wheelchair ramp/lift operation shall be in compliance with the methodology recommended by the OEMs.			
	Drivers shall not be allowed to leave their vehicle unattended when passengers are on-board, except when picking up another paratransit passenger, and vehicle must remain in sight of the driver. Transmission must be placed in park, the parking brake must be set and the engine turned off. Drivers shall take the key with them when disembarking the vehicle. Doors on unattended vehicles shall be kept closed at all times. Drivers must inform and confirm with dispatch before leaving a bus unattended.			
	No vehicle shall be fueled while passengers are on-board.			
	Drivers shall notify Dispatcher or Road Supervisor immediately after an incident.			
	Drivers shall not drop off passengers other than at an approved bus stop, unless road construction deviation requires it.			
	Driver shall not deviate from established route assignment unless previously permitted to do so by Road Supervisor or Dispatcher.			



Manteca, CA

AND



Local Union No. 439

July 1, 2021 – June 30, 2025

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ARTICLE 1 - TERM OF AGREEMENT

This agreement is entered into effective this first day of July, 2021 by and between National Express Transit Corporation (hereinafter referred to as the “Company”) and Teamsters Local Union Number 439 (hereinafter referred to as the “Union”). Its purpose is the promotion of harmonious relations between the company and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE 2 – RECOGNITION

Section 2.1 - Bargaining Representative. The Company recognizes the Union as the exclusive bargaining agent for all employees (hereinafter referred to as the “Operators”) in the bargaining unit.

Section 2.2 - Covered Employees. The bargaining unit includes all regular full and part-time Operators working under any contract between the Company and the City of Manteca, California, employed at 220 Moffat Boulevard, Manteca, California 95336, excluding office clerical employees, professional employees, road supervisors, dispatchers, guards and supervisors as defined in the Act.

ARTICLE 3 – PARTICIPATION

Section 3.2 - Membership. An Operator assigned to a covered classification who is employed by the Company on the date of contract ratification, as a condition of employment, will become and remain a member in good standing of the Union, not later than the 31st day following the Operator’s completion of training or the contract ratification date, whichever is later.

Section 3.3 - Check off. The Company will give a Union membership application to each Operator during initial training, and will forward complete applications to the Union. Membership as used herein shall mean only an obligation of an Operator to pay periodic dues and initiation fees uniformly required, or in the event that the Operator objects to full dues and initiation fees, only to the obligation to pay periodic dues and initiation fees, as required by law.

Section 3.4. It is further agreed that the Company shall deduct the initiation fees and dues from the pay of each Operator and shall forward all such fees and dues so deducted to the office of the Union each month. Such initiation fees and dues shall be deducted upon the basis of a dues deduction form voluntarily executed by the Operator.

Section 3.5. Where an Operator who is on Check-off is not on the payroll during the week in which the deduction is to be made, or has no earnings, or insufficient earnings during the week, or is on leave of absence, the Operator must make arrangements with the Union to pay such dues before the end of the month.

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Section 3.6. In the event an Operator fails to apply for or maintain his/her membership in the Union, after notice of his/her obligation to do so and opportunity to correct any failure to apply or failure to maintain membership, the Union may give the Company notice of this fact and the employment of such Operator may be terminated by the Company.

Section 3.7. The Union shall indemnify the Company and hold it harmless against any and all claims, demands, suits, or other forms of liability of any kind which may arise out of or by reason of actions taken by the Company for the purpose of complying with this Article.

ARTICLE 4 - MANAGEMENT RIGHTS

Section 4.1 - Company Rights. Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives and functions are retained and vested exclusively in the Company, in accordance with its sole and exclusive judgment and discretion, including but not limited to these rights:

- (a) To reprimand, suspend, discharge, or otherwise discipline Operators for just cause and to determine the number of Operators to be employed.
- (b) To hire Operators, determine their qualifications and assign and direct their work; to promote, demote, transfer, lay off, and recall to work.
- (c) To set the standards of productivity, the services to be rendered, to maintain the efficiency of operations; to determine the personnel, methods, means, and facilities by which operations are conducted, and to see the starting and quitting time and the number of hours and shifts to be worked.
- (d) To close down, or relocate the Company's operations or any part thereof; to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation, or service, to subcontract in order to cover emergency situations, including a lack of available bargaining unit Operators, and to control and regulate the use of vehicles, facilities, equipment, and other property of the Company or the client.
- (e) To determine the price at which the Company contracts its services, to determine the methods of financing its operation and services, and to determine the number, location and operation of departments, divisions, and all other units of the Company.
- (f) To introduce new or improved technology, machines, tools equipment, property, research, service, maintenance methods, and materials used to increase efficiency, to hire, promote, assign, transfer, demote, discipline and discharge for just cause.
- (g) To issue, amend and revise reasonable policies, rules, regulations, and practices including standards of performance; to take whatever action is either necessary or advisable to determine, managed and fulfil the mission of the Company and to direct the Company's Operators; to determine the existence or

nonexistence of facts which are the basis of management decision, and to carry out the lawful directives of the customers to whom the Company contracts its services.

Section 4.2 – Technological Change

The parties recognize the importance of enhancing safety, increasing efficiency and improving the quality of services provided to the customer. The parties further recognize that technological advances, tools and equipment are often used to further these objectives in the school bus and transportation industries.

The parties agree that the Company shall have the right to unilaterally introduce the use of advances, tools and equipment including, but not limited to GPS, Zonar, DriveCam, on-board cameras (including CCTV), and time recording features. No new technology will be introduced for the purpose of reducing the size of the bargaining unit, or to alter the method of wage calculations except when used to improve the accuracy of time recording and corresponding payment of wages, and the Company shall provide the Union with at least thirty (30) days' advance notice prior to implementing any new technological advances, tools or equipment so that the Union has an opportunity to request bargaining over the effects of any changes. If the parties are unable to reach agreement over the effects of the changes within thirty (30) days of advance notice from the Company, the Union reserves the right to grieve the reasonableness of any such changes, but this shall not affect the Company's right to implement the new technological advances, tools or equipment

The parties recognize and agree that the implementation and use of GPS, Zonar, DriveCam, on-board cameras (including CCTV), time recording features, and other technological advances, tools and equipment may form the basis for progressive discipline or discharge of Operators when the evidence from such technology supports or establishes just cause for disciplinary action. The parties agree that in any case in which the Company takes disciplinary action against an Operator relying in whole or in part upon evidence derived from such technology, the Union reserves the right to grieve any such discipline under the "just cause" standard of this Agreement.

The parties further agree that tampering with or disabling any technological tools may be grounds for discipline up to and including immediate discharge

Section 4.3 - Client Contract. The Company and the Union acknowledge that the Company has entered into a contract(s) to provide transportation services with the City of Manteca, hereto known and the "Client." The contract between the Company and the City of Manteca contains specific performance requirements. Nothing contained in this Agreement will be construed to prohibit the Company from fulfilling all of its contractual obligations to the Client. The Company will have the sole right to change any policies, rules and regulations governing employees without renegotiation of this Agreement should such changes in policies, rules and regulations be required in order to comply with any governmental law or regulation or to comply with any provision of the agreement between the Company and the Client. The Company will discuss and obtain input from the Union on any other new policies, rules and regulations without renegotiation of this Agreement prior to

ATTACHMENT 2

implementation. However, the Company shall have the sole right to make any and all final decisions regarding the implementation of said policies, rules and regulations.

If the Company is required to remove an Operator from service at the request of the Client, per provision(s) contained in the agreement between the Client and the Company, the Company agrees to discuss the matter with the Client to attempt to resolve the problem. If the Client maintains its position on the removal of the Operator, the Company will then meet with the Union to discuss the status of the Operator. Should the Client maintain its position concerning the status of the Operator, such removal from service would be subject to the grievance procedure contained in this Agreement. However, the requirement to remove the Operator as requested by the Client or its designee shall not be subject to the grievance procedure.

Section 4.4. The Company's failure to exercise any right, prerogative, or function hereby reserved to it, or the Company's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Company's right to exercise such right prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE 5 - REPRESENTATIVES' RIGHTS

Section 5.1 - Recognition of Shop Stewards. From among the Operators employed in the bargaining unit, the Union may designate and the Company will recognize not more than two (2) Shop Stewards per one hundred (100) bargaining unit employees to serve as the Union's agent in the representation of Operators in the bargaining unit. The Company will not be required to recognize any Operator as a Shop Steward unless the Union has informed the Company, in writing, of the Operator's name.

Section 5.2 - Leaves of Absence. The Company agrees that members of the Union will be granted unpaid leaves of absence on Union business as authorized by the Union, when so requested, provided that the granting of such leave does not impact Company's ability to provide service to the Client. The Union agreed not to request that more than two such leaves of absence will be requested for any specific period of time. It is further agreed that any member of this Union who now holds office, or will be appointed or elected to any office in said Union, which requires his absence from the Company's employ, will upon his retirement from said office be placed in his former position with full seniority rights, rates of pay, vacation and retirement pay rights. Union business is further defined to mean employment directly and solely by the Union, of the International Union of which it is a division.

During periods of any such leave, the Operator shall not receive or accrue any pay, fringe benefits or other compensation to which the Operator would have been entitled to under this Agreement had the Operator not taken such a leave of absence.

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Section 5.3 - Duties of Shop Stewards. Shop Stewards are authorized to represent bargaining unit members at meetings and to process and settle grievances.

Section 5.4 - New Member Orientation. The Company will make available to the designated Union representative(s) an opportunity to introduce themselves, explain the responsibilities of the stewards, and provide a brief history and overview of Local 439 to newly hired Operators for a maximum of 30 minutes. The new member orientation will occur during the initial training period for new Operators. The actual time and place for such orientation will be mutually agreed upon by the Company and Union.

Section 5.5 - Union Visitation. Upon giving reasonable notice to the Company, the Union will be allowed access to Company premises for the purpose of investigating or adjusting an actual grievance, or visiting the members in order to ensure the terms of this Agreement are being upheld. The Union agent will confine any conversations with Operators to non-work time and his activities will not in any manner interfere with the performance of work by the Operator.

ARTICLE 6 - BULLETIN BOARDS

Section 6.1 - Union Business. The Company agrees to provide space for bulletin boards for Operators covered by this Agreement. The Union-supplied bulletin board is for the Union's exclusive use where notices pertaining to meetings, social events and information of general interest to Union members may be posted. Nothing will be posted that disparages the Company, the Union, the client or any other person or employee. All postings must be printed on official Union letter head and signed by an officer of the Local. The Company shall also allow any official postings as mandated and prescribed by any governmental agency.

Section 6.2 - Indemnification. The Union indemnifies and will hold the Company harmless against any and all claims, suits, demands, charges, complaints or other causes of action for items that are posted on the bulletin boards.

ARTICLE 7 - AFFIRMATIVE ACTION

Section 7.1 - Equal Opportunity. The Company and the Union recognize a common commitment to the equality of opportunity for all. Therefore, the Company and the Union agree that neither will discriminate against any employee with respect to hiring, compensation or terms or conditions of employment because of such individual's race, color religion, sex, age, national origin, marital status, sexual orientation, disability or Vietnam Era veteran status, or any other status protected by law.

Section 7.2 - Gender. Whenever either the masculine or feminine gender is used in this Agreement, it is intended to include the opposite gender as well.

ARTICLE 8 - NO STRIKE, NO LOCKOUT

Section 8.1 - Disputes. It is recognized and understood that the Company and its workers are obligated to perform essential public service, and that this service must be continuously performed to the fullest extent. The grievance and arbitration re-dress procedure shall be the sole and exclusive means for settling any dispute arising under this Agreement between the workers of the Union and the Company during the term of this Agreement.

Section 8.2 - No strikes. The Union agrees during the term of this Agreement that it will not engage in, encourage or condone any strike, slow-down, boycott, sympathy strike, interference or interruption of production or service especially in cases where such services include medical emergencies or delivery of patients to health care providers. Provided, however, that it shall not be a violation of this provision, nor cause for disciplinary action, if any Operator refuses to cross a lawful, primary picket line that has been sanctioned by Teamsters Joint Council 7. The Union shall take reasonable steps to prevent or stop any strikes, slow-downs, walkouts, or other interference with work that would be in violation of this section. The Company will use all available legal means in the event of a wildcat strike or a labor disruption violating this agreement.

Section 8.3 – No Lockout. The Company agrees that there shall be no lockout of employees by the Employer during the term of this Agreement.

ARTICLE 9 - DISCIPLINE

Section 9.1 - Disciplinary Procedures.

- (a) All disciplinary processes will be performed by a General Manager, Operations Manager or Director/VP Operations or their management designee. The Company agrees to be fully compliant with Operators' representational rights under the Weingarten decision and to advise any Operator of his/her Weingarten rights if they are called into an investigatory meeting that might lead to the Operator being disciplined. The charged Operator shall be given opportunity to attend all hearings, which may result in disciplinary action. A Union representative may also attend the hearing, if so requested by the Operator.
- (b) The respective General Manager, to whom the individual is requested to report, shall give a fair and impartial hearing to all Operators. This shall also include corrective interviews, through the disciplinary process. Stewards will be notified in a timely manner of any suspension or pending terminations.
- (c) A copy of bargaining member's disciplinary actions shall be given to the Operator. The shop steward and the Local Union shall also be given copies of discipline within five (5) business days of the issuance of said discipline. The Company shall provide notice to the Union by certified mail.
- (d) Initial discipline shall occur within fourteen (14) business days of the Company's knowledge of an alleged infraction/incident. The Company may request to extend the time by no more than an additional ten (10) days upon mutual agreement of the parties.

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(e) Disciplinary action taken by the Company according to the terms of this Section shall be for just cause and are subject to the grievance procedure contained herein.

Section 9.2 - Progressive Discipline. Any violation of posted and/or written Company rules, policies and/or procedures may, at the Company's discretion, result in disciplinary action. With the exception of a violation of a serious infraction as listed in Section 9.4, Attendance Policy as listed in Section 9.5, or the Safety Policy as listed in 9.6, each infraction of any rule, policy or procedure may result in the following disciplinary action taken by the Company against the Operator who violates any rules, policy or procedure:

First Violation: Policy review/documented verbal counseling.

Second Violation: First Written Warning Notice.

Third Violation: Final Written Warning Notice.

Fourth Violation: Dismissal from Employment with Company.

The definition "first", "second", "third", and "fourth" violation above shall mean the violation of any rule or combination of rules and shall not be construed to mean the first, second, third and fourth violation of each individual rule exclusive of violation of any other rules. However, with the exception of a violation of a serious infraction, the Company may only dismiss an Operator from employment for an offense if they have received at least one prior warning of the same violation. If any Operator does not have a disciplinary violation for a period of twelve consecutive months, then the Operator will have his record cleared. This policy is based on a floating twelve (12) month time period.

Section 9.3 - Work Rules. The Company will issue all Operators a current National Express Transit Employee Handbook outlining all rules, regulations and policies. Prior to Implementation of any new or revised rules, regulation or policy in the Handbook, the Company will issue an addendum to the Employee Handbook, with a copy given to each Operator and the Union, at least twenty (20) business days prior to the implementation of said rule, regulation or addendum. The Company shall have the sole exclusive right to adopt additional reasonable rules, regulations and policies, to the extent they do not conflict with any express written provisions of this Agreement. The Company will notify the Union in writing and post a notice for all Bargaining unit employees of all changes in policy at least twenty (20) business days before they are implemented, unless required by client or safety concerns which demand a more immediate implementation. In the event any Company Rule conflicts with the terms of this Agreement - this Agreement shall prevail. Any change to rules and regulations shall be posted and distributed to all Operators in order to uniformly advise all bargaining unit members.

Prior to implementation, the Union may request to meet with the Company to discuss the intent and purpose of any new rule or regulation. Disagreements concerning the implementation of any Company Rule conflicting with the terms of this Agreement is subject to the grievance procedure contained in this Agreement. If the Union fails

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to file a grievance within fourteen (14) business days after implementation, the new rule, regulation or work-related policy change will stand as implemented.

Section 9.4 - Serious Infractions. The following violations of Company policies and rules are considered Serious Infractions and just cause for immediate discharge of the Operator:

- (a) Theft or deliberate destruction, defacing or damaging of Company or Client property of another employee or passenger.
- (b) Physical violence or fighting on Company premises or vehicle or any time while on duty.
- (c) Possession of firearms, weapons, or explosives, and similar devices on Company premises or vehicle or any time while on duty.
- (d) Threatening, intimidating conduct directed at any Company employee, representative, customer, or business associate.
- (e) Use of language or any other activity designed to create a hostile work environment or to offend or harass any other employee, customer or passenger based on that employee's, customers or passenger's race, color, religion, sex, age, national origin, marital status, sexual orientation, disability or Vietnam Era veteran status, marital status or any other status protected by law.
- (f) Failure for any reason to maintain a valid driver's license and all other certificates required by Federal, State or local law or regulation to operate the Company's vehicles. In the event the Operator notifies the Company of a temporary loss of the required license or certification, the Operator shall be first entitled to an unpaid leave of absence of up to thirty (30) calendar days in order to correct said loss of a valid driver's license or other certificate required to operate the Company's vehicles. In the event the Operator does not immediately notify the Company of any loss of license or certificate required to operate vehicles, the Operator may be terminated immediately.
- (g) Unauthorized touching, physical contact with or indecent exposure to a passenger or fellow employee.
- (h) Failure to properly secure using required tie down procedure, boarding belt and lap and shoulder restraints, any passenger in a wheelchair or other mobility assistance device.
- (i) The pickup of any unauthorized passenger or the drop off of any passenger, when such is required on the Operator's manifest or when so instructed by the dispatcher, at any place without there being a physical handoff to a caregiver or other responsible adult at the destination or the pickup.
- (j) Reporting for work under the influence of intoxicating liquor or illegal drugs or violation of the Company's Drug and Alcohol Policy as referenced in this Agreement.
- (k) Dishonesty, including but not limited to, knowingly falsifying of any document including employment applications, time records, manifests or any other document.

ATTACHMENT 2

- (l) Failure to report a hazardous situation, accident or injury immediately or, at first opportunity to the dispatcher or supervisor. For purposes of this Section, a “hazardous situation” includes, but is not limited to, a bio-hazard such as blood or other body fluid being present on the Company vehicle.
- (m) Selling any product or propositioning a sale of any product or service to a passenger while in revenue service.
- (n) Gross insubordination or refusal to perform assigned work.
- (o) Conviction of, whether in Company or any other motor vehicle, a serious traffic violation, including DUI, vehicular manslaughter, reckless driving or any driving offense involving alcohol or drugs.
- (p) Use of a cell phone while operating a company vehicle (Zero Tolerance)
- (q) Three (3) preventable accidents in an 18-month period.

Section 9.5 - Attendance. The Attendance Policy outlined in the Employee Handbook will be utilized and followed for any and all attendance violations/disciplines. Except that once in any twelve (12) months period, Operators with one or more years of service shall be permitted to provide a doctor’s note for an absence of up to three (3) days without attendance points, provided that the doctor’s note covers the Operator’s personal illness or the illness of a family member as defined by Labor Code section 245.5(c). Proof of relationship may be required. The Company shall not issue any point or discipline for the first three absences of a calendar year where sick leave is used.

Section 9.6 - Safety Policy. Because our clients rely upon National Express for qualified, well trained and safe Operators, a good safety record on the part of our Operators is essential for us to serve our clients in the safe professional manner they expect. It is the policy of National Express that safety and accident prevention shall be considered of primary importance in all phases of operations and administration. The Employee Handbook describes the Safety Point System and the other rules and procedures regarding safety. The Safety and Incident Policies as detailed in the National Express Transit Employee Handbook, including the Safety Point System, are the agreed upon safety policies in effect for this Agreement.

Section 9.7 - Safe Vehicles. No Operator shall be disciplined for refusing to drive an unsafe vehicle nor shall any Operator be required to drive a bus that has not been determined by the maintenance department to be safe, nor shall any Operator be required to transport a passenger in mobility assistance device unless the proper number of securement strip or devices, as determined by the Company, are provided in the vehicle.

ARTICLE 10 - GRIEVANCE PROCEDURE

Section 10.1 - Definition. A grievance is a claim that the Company has violated an express, specific provision of this Agreement. In the event such a claim is made, the following procedures must be followed:

Section 10.2 - Filing a Grievance. The grievance must set forth the nature, details, date of the alleged violation, and Article and Section of this Agreement claimed to have been violated. The written grievance must be presented by the Operator or the Union to the General Manager or his designee within fifteen (15) business days (Mondays through Fridays, contractual holidays excluded) following knowledge of the occurrence out of which the grievance arose. Failure to present the grievance within fifteen (15) business days will be deemed a waiver of the grievance.

STEP 1

Such grievance will be presented in writing to the General Manager, or his designee. Within ten (10) business days of receipt of the grievance, a meeting will be scheduled between the Operator, the shop steward, and the General Manager. A representative of the Union shall accompany the Operator if requested. If the General Manager or his designee and the grievant are unable to arrive at a satisfactory settlement during the meeting, the General Manager or his designee will provide a written answer to the Union within seven (7) business days after the date of the meeting.

STEP 2

If the grievance is not resolved by Step 1, the Union must refer the grievance in writing to the Director/VP of Operations, or his designee within ten (10) business days after receipt of the Step 1 decision. Failure of the Union to request Step 2 within the ten business days shall constitute a waiver of the grievance. Upon receipt of the written Step 2 grievance:

- (a) The Director/VP of Operations, or his designee, and a representative of the Union will meet in person or via conference call within ten (10) business days after the receipt of the referral. The grievant will be invited to participate in this Step 2 hearing.
- (b) If the parties are unable to arrive at a satisfactory settlement during the meeting within ten (10) business days of the meeting the Director/VP of Operations, or his designee, will provide a written answer to the Union.

STEP 3

If the grievance has not been settled in Step 1 or Step 2, the Union may, within ten (10) business days of receipt of the Company's Step 2 decision, submit a request to move the grievance to mediation. The parties shall notify FMCS of the need to schedule a mediation.

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The parties may mutually agree to skip the mediation and go straight to arbitration, pursuant to Section 10.4 of this Agreement.

Should the grievance not be resolved in mediation, the Union may, within ten (10) business days of the conclusion of mediation, inform the Company in writing of its desire to move the grievance to arbitration in accordance with Section 10.4 of this Agreement.

STEP 4

If the grievance has not been settled in Step 1 or Step 2 or if Step 3 is not mutually agreed to, the Union may, within ten (10) business days of receipt of the Company's Step 2 decision or the Company's written refusal to proceed to a BOA, whichever is later, request to submit the grievance to an arbitrator. Failure of the Union to request arbitration within the ten (10) business days as set forth above shall constitute a waiver of the grievance by the Union and the Operator.

Section 10.3 - Expedited Procedure. The Company and the Union may agree to submit the grievance to an expedited arbitration process subject to the following conditions:

- (a) Both parties must mutually agree to expedited arbitration to resolve a specific grievance, and legal counsel will not be used as advocates.
- (b) The hearing will be informal.
- (c) No briefs will be filed.
- (d) Formal rules of evidence will not be strictly followed.
- (e) The arbitrator may issue a bench decision at the conclusion of each hearing, but in any event will render a decision within 48 hours after the conclusion of each hearing.
- (f) The arbitrator's decision will be based on the record before the arbitrator, and may include a brief written explanation of the basis for such conclusion.
- (g) The arbitrator's decision will be final and binding upon the parties. An arbitrator who issues a bench decision will furnish a written copy of the award to the parties within forty-eight (48) hours of the close of hearing.
- (h) No decision by an arbitrator in this expedited process will be deemed to establish practice or any precedent for future proceedings.
- (i) The fees of the arbitrator will be borne equally by both parties.
- (j) No decision by an arbitrator in the expedited process will be deemed to establish practice or any precedent for future proceedings.

ATTACHMENT 2

Section 10.4 - Arbitrator Selection. If the expedited arbitration procedure is not selected by the parties, the Company and Union will mutually select an arbitrator from a list of seven (7) qualified arbitrators provided by the Federal Mediation and Conciliation Service. This selection will be completed within ten (10) business days, if possible. The decision of the impartial arbitrator will be final and binding upon the parties hereto. The fee, if any, of the impartial arbitrator will be borne equally by the parties hereto. All other mutually agreed to expenses of arbitration, excluding legal fees, are to be divided equally between the parties hereto. The arbitrator shall have no power to add to, subtract from or modify any provision of this Agreement, nor shall the arbitrator have the power to order the Company to do anything that will cause the Company to violate any provision of its Agreement with the client.

ARTICLE 11 - CATEGORIES OF EMPLOYEES

Section 11.1 - Regular Full-Time. Operators whose regular scheduled bid is at least thirty-two (32) hours in a workweek shall be classified as Regular Full-Time.

Section 11.2 - Regular Part-Time. Operators whose regular scheduled bid is less than thirty-two (32) hours in a workweek shall be classified as Regular Part-Time.

Section 11.3 - Part-Time Casual. Part-time Operators who are regularly scheduled to work less than thirty-two (32) hours per work week, and who do not have a regular bid assignment, or who work on an irregular basis throughout the year or work weekend only shifts shall be classified as Part-Time Casual.

Section 11.4 - Classification Change. Part-time Operators may be required to work more than thirty-two (32) hours in a workweek to meet unusually high service demands or other unusual situations. A full-time Operators schedule shall not be changed to where he is scheduled and works less than thirty-two (32) hours in a workweek.

ARTICLE 12 - HOURS OF WORK & PAY

Section 12.1 - Pre-trip Duties. Operators are required to perform various pre-trip duties prior to departure from the facility when their trip starts from the garage. Operators are permitted twelve (12) minutes for performing the required pre-trip duties. When performing a relief, the Operator will perform a safety walk around inspection when taking over the vehicle, and then a vehicle inspection at subsequent layover points with time required to be included in the schedule.

Section 12.2 - Post-trip Duties. An Operator's paid time ends after their last trip is performed and the vehicle is refueled, returned to the yard, the post-trip is completed, and the operator clocks out at the transit center.

Section 12.3 - Workweek. The workweek shall begin a 12:01 AM on Friday and shall end at midnight Thursday. Operators shall be paid every two weeks, with paydays on alternate Fridays.

Section 12.4 - Overtime. Time and one half shall be paid for all hours actually worked in excess of 40 hours per week.

ARTICLE 13 - SENIORITY

Section 13.1 - Definition. Seniority is defined as the length of time an Operator has been continuously employed by the Company (including time employed at this location by the Company's predecessor, MV Transportation) since the date of his most recent employment by the Company. The Company will recognize seniority rights from the Operator's first day of work. If more than one Operator begins work on the same day, the Operator with the earliest date on their application will have the highest seniority. When these same Operators also share the same application date, then the Operator with the earliest time and date of their drug screen will have the higher seniority.

Section 13.2 - Layoff. When a reduction in the workforce becomes necessary, such layoff will be made in the reverse order of seniority. Likewise, the Operator with the most seniority will be the first one recalled from layoff.

Section 13.3 - Use. Seniority will commence with the date of employment with the Company, or with MV Transportation at this location, whichever came first. Seniority will be observed with regard to all layoffs, rehiring, job bids, vacation, scheduling, and floating holiday selection. The Company and the Union will have the authority to determine seniority dates for Operators in the unit and to resolve conflicts among Operators as to seniority dates.

Section 13.4 - Continuous Service. Unless otherwise stated, wherever reference is made to "continuous service" in this Agreement, shall be interpreted to mean employment without a break with the Company, or with a predecessor employer, when such predecessor employer serves as a contractor to the client. "Seniority" is defined as continuous service with the Company, or its predecessors, under contract with the client for purposes of determining wages, vacation accrual and classification seniority.

Section 13.5 - Seniority List. Within 30 days after signing of this Agreement, and quarterly thereafter, a list of Operators arranged in the order of their seniority will be posted in a conspicuous place at the place of employment. One seniority roster will be maintained for all Operators. A Union representative will be provided a current seniority list. The Union will immediately notify the Company of any errors in the seniority list.

Section 13.6 - Probationary Period. All Operators will be on probation until they have completed ninety (90) calendar days of service from the completion of training with the Company. Until completion of said probationary period, an Operator may be terminated at the complete discretion of the Company, and such termination will not be subject to the grievance provisions of this Agreement.

Section 13.7 - Seniority Broken. Continuity of service will be broken and seniority will terminate by:

- (a) Resignation.
- (b) Discharge for just cause.
- (c) Failure to return to work from layoff within thirty (30) business days when called.

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- (d) Absence without leave or communicating with the Company for three (3) consecutive scheduled work days.
- (e) Layoff of eighteen (18) months or more.
- (f) Promotion out of the bargaining unit for a period in excess of six (6) months.

Section 13.8 - Seniority Not Broken. Continuity of service will not be broken and seniority will not be terminated by:

- (a) Authorized leave of absence.
- (b) Leave of absence to serve in the Armed Forces of the United States, as provided by law.
- (c) Absence due to authorized vacation or other PTO.
- (d) Absence due to sickness or injury while such sickness or injury continue, but not to exceed twelve (12) months, or twenty-four (24) months if it is a worker's compensation injury, unless extended by the Company and the Union.

ARTICLE 14 – BIDDING

Section 14.1 - Procedure. The Company shall conduct General Bids at least two (2) times each year, as mutually agreed on by the parties or as required by the Client or as required due to changes in demand for the service. The General Bid shall be posted at least seven (7) business days prior to bidding with a copy sent to the Local Union, when possible. Posted runs shall show the approximate start and the approximate end times of the shift, the route involved, and the days off.

Section 14.2. Operators shall bid in seniority order as quickly as reasonably possible (three minutes maximum), so as not to hold up the bidding process. If an operator is unable to bid, a union representative shall make his/her selection. Operators may leave a list of proxies with the Company and the Union prior to the bid.

Section 14.3. Operators absent due to illness or injury of the Operator will be permitted to bid if the bus operator has a release from a physician to return to unrestricted duty no later than the date the new bid becomes effective.

Section 14.4. A bid shall not be construed to mean that this is a minimum or maximum time the Operator will work. Operators shall be required to call the evening prior to their scheduled work shift to obtain their actual starting time for the next day's work. The actual start time may occasionally vary from the bid time due to the demand of the system, however, the normal start time shall not be changed by more than two (2) hours until a subsequent bid. If the Company changes the drivers selected bid time by two (2) hours or less, it must provide at least two (2) weeks' notice of its intent to do so. During the work day, the number of trips or the circumstances of system demand, cancellations or add-ons may result in the end time of the shift being before or after the scheduled time.

ATTACHMENT 2

Section 14.5 - Split Shifts. Split shifts may be designed based on the needs of the operation or requirements of the Clients. Time in between split shifts shall be unpaid.

Section 14.6 – Assignment of Remaining Work. Any route or work assignment remaining unassigned following application of the procedures provided in this Article may be assigned, on a voluntary basis, by the Company to any employee not yet assigned a route or work assignment. If no such unassigned employee exists or volunteers, the Company shall assign such work by inverse seniority. The Employer will attempt to provide 24-hour notice when an employee will be assigned, but if such notice is not possible will provide as much advanced notice as possible under the circumstance.

ARTICLE 15 - DRUG AND ALCOHOL PROGRAM

Operators will comply with the National Express Drug and Alcohol Policy as referenced in the Employee Handbook. Any changes to this policy will be presented to the Union a minimum of fourteen (14) business days prior to implementation

ARTICLE 16 – MEAL & REST PERIODS

The Company agrees to comply with all applicable California and Federal laws pertaining to Operator meal and rest periods.

ARTICLE 17- COMPLETE AGREEMENT

Section 17.1 - Sole Agreement. This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior arrangements, commitments and practices, whether oral or written, between the Company and the Union and between the Company and any of its Operators covered by this Agreement, and expresses all obligations of and restrictions imposed on the Company.

ARTICLE 18 - DRIVE

The Employer agrees to deduct from the paycheck of all Operators covered by this Agreement voluntary contributions to D.R.I.V.E., which shall notify the employer of the amounts designated by each contributing Operator that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase “Weeks Worked” excludes any week other than a week in which the Operator earned a wage. The employer shall transmit to DRIVE headquarters on a monthly basis, in one check, the total amount deducted along with the name of each Operator on whose behalf a deduction is made, the Operator’s social security number and the amount deducted from that Operator’s paycheck. The Company shall remit all DRIVE money to the proper location not later than the twentieth (20th) day of the months following the date on which the money was deducted from the Operator’s paycheck.

ARTICLE 19 - SAVINGS CLAUSE

Section 19.1. If any part of this Agreement and/or the attachments hereto are determined to be in conflict with applicable City, State or Federal laws or regulations or becomes in conflict during the life of this Agreement, such part shall be deemed invalid. Such invalidity will not affect any other provision of this Agreement.

Section 19.2. If any part of this Agreement and/or the attachments hereto is deemed invalid as set forth in Section 1 of this Article, the parties hereby agree to meet for the purpose of renegotiating the affected part of this Agreement. Failing agreement between the parties, the matter shall be submitted to arbitration for final resolution.

Section 19.3. This Agreement shall supersede any and all applicable Living Wage Ordinances where such Living Wage Ordinances contain a provision for exemptions.

ARTICLE 20 - HOLIDAYS AND PAID TIME OFF (PTO)

Section 20.1. Upon ratification All Operators who have completed the probationary period as described in this Agreement shall receive pay for the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas-Day. In order to be eligible for Holiday Pay, an Operator must work the regularly scheduled day prior to and following the holiday, unless excused by management or exercising approved PTO. Holiday pay is based on the bid shift, not to exceed eight (8) hours, and shall not be used in the computation of weekly overtime.

Section 20.2. Upon ratification, all Operators with one (1) or more years of continuous service shall be eligible for one (1) Floating Holiday each year. Such Floater shall be paid as regular Holidays listed in this Article and shall be used in the calendar year, and cannot be carried over to another year.

Section 20.3. All Operators who have worked for three (3) consecutive months shall accrue vacation hours per pay period for every pay period that they work a minimum of seventy (70) hours. Hours included to reach the seventy (70) hours include paid time worked, holiday time and paid vacation time. Years of service for vacation accrual purposes includes years of service with MV Transportation at the Manteca, California location.

Hours are accrued based on the following schedule:

- Three (3) months - Two (2) years employment: ~ 1.54 hours per pay period (40 hours per year).
- Two (2) years –Eight (8) years employment ~ 3.08 hours per pay period (80 hours per year).
- Eight (8) – Fifteen (15) years– 4.62 hours per pay period (120 hours per year). This accrual rate will go into effect starting January 1, 2020.
- Sixteen (16) years plus – 6.15 hours per pay period (160 hours per year)

ATTACHMENT 2

Operators may accrue a maximum of 175% of their annual vacation accrual, and may begin accruing again once the total drops below that point. Operators may cash out unused vacation upon termination of employment for any reason.

Section 20.3 - PTO Approval. It is agreed that a maximum of two (2) Operators may be scheduled off in any one week. Actual approvals will be made at the sole discretion of the Company based on Operational needs. However, every reasonable effort will be made to approve PTO when possible. Any conflict when more than two Operators have timely requested the same days will be resolved based on Operator seniority.

ARTICLE 21 – WAGES

The following wage scale will be effective January 1, 2022, with annual wage increases each subsequent year on July 1. While still in the progression, Operators will receive increases based on their service time on their anniversary date. Operators service time will include years of continuous service with the prior contractor, MV Transportation.

Yrs. of Service	Current	1/1/2022	7/1/2022	7/1/2023	7/1/2024
0	\$17.00	\$17.85	\$19.50	\$20.09	\$20.69
1	\$18.04	\$18.95	\$19.89	\$20.49	\$21.10
2	\$18.25	\$19.15	\$20.49	\$21.10	\$21.73
3	\$19.37	\$20.35	\$21.31	\$21.95	\$22.60
4	\$19.64	\$20.60	\$22.37	\$23.04	\$23.73
5+	\$20.70	\$21.75	\$23.71	\$24.43	\$25.16

Minimum Rates: The rates of pay provided in the Table of Rates in this Table are minimums. No employee may be paid at a rate lower than provided for his classification.

Driver/Trainer: The Company may assign an employee who, in its honest business judgment is fully qualified to perform work as a Driver/Trainer. Any Operator so assigned shall be paid a different one dollar (\$1.00) per hour in addition to his regular rate of pay for all hours, while performing the duties of the Trainer.

ARTICLE 22 - HEALTH AND WELFARE

Section 22.1. Except as provided below, the Company agrees to maintain health insurance coverage in effect for all Operators covered under this Agreement throughout the term of this Agreement at the cost-sharing levels in effect in August, 2018. The Company and the Union recognize that from time to time adjustments or amendments to the plan design may occur. The Company shall notify the Union in writing of such modification.

ATTACHMENT 2

The parties agree that PPACA may require the Company to make changes to the health insurance coverage provided to Operators. The parties further agree that implementation of PPACA may create an opportunity for the Company to provide quality affordable health insurance coverage to Operators on a more cost effective basis than has previously existed. Accordingly, the parties agree that at any time during the term of this Agreement the Company has the sole right to modify, amend, add to, reduce, and make any other changes to the health insurance coverage provided to Operators, provided that such changes are determined by the Company in its discretion to either: (1) be required in order to ensure compliance with PPACA; and/or (2) enable Employer to provide quality affordable health insurance coverage to Employees on a more cost effective basis to both Employer and Operators as a result of PPACA. The parties further agree that Employer may, at any time during the term of this Agreement and at Employer's sole discretion, lay a high deductible health insurance plan onto the health care benefits offered to Employees in addition to (but not in place of) the health care benefits already provided.

Section 22.2 - Group Medical Benefits. Group medical, dental and vision insurance is available to all Regular Full-Time Operators upon becoming benefits eligible. All full-time Operators who have completed the probation as defined in this Agreement are eligible for said contribution.

ARTICLE 23 - RETIREMENT

The Company shall allow all non-probationary Operators to enroll at the first quarter after start of employment, in the Company sponsored 401(k) Plan in accordance with the eligibility conditions and restrictions of the Plan. The Plan provides that the Company will make a dollar-for-dollar match for the first 3%, and 50% match of the next 2% of any wages an Operator decides to defer into the Plan, up to a combined maximum of four percent (4%).

ARTICLE 24 -- UNIFORMS

Section 24.1 - Provisions of Uniforms. All Operators will be issued uniforms as approved by the client upon completion of training. And Company shall also provide jackets as part of their uniforms.

Section 24.2 - Uniform Replacement. The Company agrees to replace uniforms as needed due to normal wear and tear.

Section 24.3 - Care and Maintenance. Care and maintenance of uniforms will be the responsibility of the Operator. Uniforms or work clothes damaged through carelessness are to be replaced at the Operator's expense. Uniforms provided by the Company shall remain the property of the company and shall be turned in when an Operator terminates his employment. The cost of items not returned shall be deducted from the Operator's last pay. This provision shall include all other items supplied to the Operator in the performance of his duties, including company issued transfer punches.

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ARTICLE 25 – BEREAVEMENT LEAVE

The Company will provide Operators with three paid days of bereavement leave, plus additional days of unpaid leave if needed for travel, for bereavement of the following family members: spouse, parent, step-parent, child, step-child, sibling, and grandparent.

ARTICLE 26 – JURY DUTY

The Company will reimburse Operators called for jury duty for the difference between jury duty pay and their daily wages for up to 15 working days in a calendar year, provided a copy of jury service and pay documentation is submitted to his/her supervisor. A copy of a summons to jury duty shall be provided to the Company as soon as possible after it is received by the Operator the Company can plan for workload coverage.

ARTICLE 27 – LEAVES OF ABSENCE AND PAID SICK LEAVE

Section 27.1. Sick Leave. Upon ratification, all current Operators shall be granted three (3) days of paid sick leave, and effective July 1st 2022 will be granted an additional two (2) days of sick leave. On January 1 of each subsequent year Operators will be granted a total of five (5) days of leave. Operators hired after the ratification of this Agreement shall be granted five (5) days of paid sick leave on January 1 of the year immediately following the year in which they were hired and on January 1 of each subsequent year.

Section 27.2. Unpaid Leaves of Absence. The Company shall afford Operators up to twelve (12) weeks per year of unpaid leave as required by and pursuant to the terms of the California Family Rights Act and the Family and Medical Leave Act. Other leaves of absence may be granted in the sole discretion of the Company

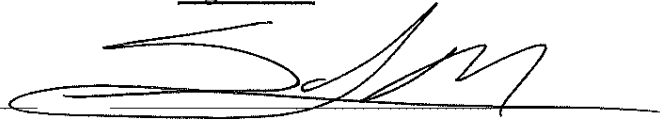
ARTICLE 28 -- DURATION

This Agreement shall be effective July 1, 2021, and shall remain in full force and effect up to and including, June 30, 2025 and shall continue thereafter from year to year, unless at least ninety (90) days prior to June 30, 2025, either party shall file written notice with the other party of its desire to amend, modify, or terminate this agreement.

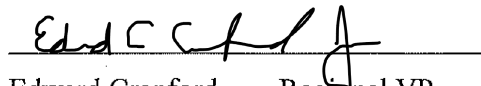
Signatures



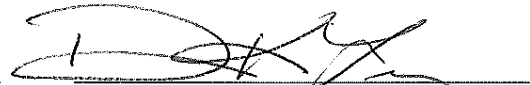
Mark Foster COO
National Express Transit, Inc.



Sal Lomeli
Secretary-Treasurer, Teamsters Local 439



Edward Cranford Regional VP
National Express Transit, Inc.



Deekay Lee
Business Agent, Teamsters Local 439

APPENDIX “A” NELLC HEALTH PLAN

APPENDIX “B” 401 K NATIONAL PLAN

APPENDIX “C” DURHAM SCHOOL SERVICE DRUG & ALCOHOL POLICY