1st AMENDMENT OF CONTRACT BY AND BETWEEN CITY OF MANTECA AND MTM Transit

THIS 1st AMENDMENT ("Amendment") to the July 1, 2023 Agreement by and between the City of Manteca and MTM Transit ("Agreement") is made and entered into this _____ day of _____ , _____ by and between the CITY OF MANTECA, a municipal corporation of the State of California (hereinafter referred to as "CITY"), and MTM Transit.

RECITALS:

A. WHEREAS, CITY and MTM Transit entered into the Agreement on or around July 1, 2023, for the provision of July 1, 2023; and

B. WHEREAS, the CITY and MTM Transit desire to amend compensation and term of contract under the Agreement.

C. WHEREAS, Section 21. Amendment of the Agreement allows the Parties to mutually agree to amend the Agreement in writing.

NOW, THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows:

AGREEMENT

1. **INCORPORATION OF RECITALS**. The recitals set forth above are hereby incorporated into this Amendment as if set forth herein in full.

2. **AMENDMENT**.

Section 2. Term of Contract, to the Agreement is hereby amended to read as follows: The services of Consultant are to commence upon execution of this Amendment Agreement, unless otherwise extended in writing by the mutual agreement of both parties. All such work shall be completed no later than Wednesday, June 30, 2027.

Section 3. Compensation, to the Agreement is hereby amended to read as follows: Compensation to be paid to Consultant shall be in accordance with the Payment Schedule set forth in Exhibit 1, which is incorporated herein by reference. In addition to the Compensation for the Agreement, compensation for Amendment No. 1, shall in no event exceed $3,038,685.42 (Three Million Thirty Eight Thousand Six Hundred Eighty Five Dollars and Forty Two Cents) without additional authorization from the City. In no event shall total compensation for work performed pursuant to this Agreement and Amednment No. 1 exceed $9,958,315.89 (Nine Million Nine Hundred Fifty Eight Thousand Three Hundred Fifteen Dollars and Eighty Nine Cents) without additional authorization from the City.

3. **OTHER TERMS**. Except as expressly amended herein, the Agreement remains in full force and effect. Nothing in this Amendment shall be deemed to waive or modify any of the other provisions of the Agreement. In the event of any conflict between this Amendment and the Agreement, the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, CITY and MTM Transit have executed this Amendment the day and year first above written.

CITY OF MANTECA, a municipal corporation of the State of California:

_____
Gary Singh, Mayor

Date _____

ATTEST:

_____
Cassandra Candini-Tilton, City Clerk

Date:_____

APPROVED AS TO FORM:
{{esl:Signer2:signature:size(150,30)}}

_____
Kousha Mckneenejad, Deputy City Attorney

Date:_____

MTM Transit

_____
By: Scott Transue

Date:_____

	July 1, 2026 - June 30, 2027 (Extension)
Fixed Monthly Cost	103,404.28
Rate Per Revenue Hour**	60.64
TOTAL PRICE	2,938,685.42

**City provides 100% of transit fleet

PROJECTED VEHICLE REVENUE HOURS*	July 1, 2026 - June 30, 2027
Fixed Route Vehicle Hours	22,000 +/- 15%
Paratransit Vehicle Hours	6.000 +/- 15%

Date Stamp: APR 24 '23 AM9:23 CITY_CLERKS_OFFICE

City of Manteca Contract Routing Form

Number: C2023-55

REQUESTED BY:	**Date Submitted:** 04/24/2023
Department:	Public Works - Transit Division
Staff Name and Ext:	Juan Portillo ext 8775
CONTRACT DETAILS:	
Contractor/Consultant:	MTM Transit, LLC # 10160
Name of Project:	Transit Operations Contract Services
Type of Contract:	Professional Services
Contract Term & End Date:	Base Term: 36 months ending 06/30/2026 with (2) one-year extensions
Contract Amount:	$ 6,919,630.47
CIP Number:	
Account Number:	~~6000.12~~ 190.50.00.000-6000.12
Brief Explanation of Project:	Contractor to provide operations and administrative services to manage the Manteca Transit fixed route and Dial-a-Ride service.

*If amendment indicate original contract number: _____

**For Change Orders, please use the Change Order Routing Form found on the Citywide Contract Management Intranet page.

Identify Attachments (indicate yes or no):

Insurance Documents	◉ Y	○ N
Bonds	◉ Y	○ N
Exhibits or Attachments	◉ Y	○ N
New Vendor? If yes, W-9 must be attached.	◉ Y	○ N
Consultant Form 700 Required?	◉ Y	○ N

4/26 wq emailed - Copy -

26APR 23 9:29AM

MAY 23 12:35PM

Identify Authority to Sign & Council date if applicable (check box):

(1) City Purchasing Policy ☐
(2) City Council approved on 04/18/2023 ☑ R2023-44
(3) Scheduled for Council approval on _____ ☐

NOTE: Above information to be completed in full by project manager/department

Processing:		**Initials**	**Date**
1.	Contract signed by Contractor/Consultant/Developer/Etc.	N/A	
2.	Department Head approval	CB	4/24/2023
3.	Contract City Attorney's Office		4/24/23
4.	Contract to Risk Manager		4-25-23
5.	Contract to Finance		5/1/23
6.	Contract to City Manager *(if applicable)*	✓	5/2/23
7.	Contract to City Clerk	✓	5/2/23

C2023-55

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this 2nd day of May, 2023 by and between the **CITY OF MANTECA**, a public body, corporate and politic ("City") and **MTM Transit, LLC,** a Limited Liability Company ("Contractor").

RECITALS

A. City has determined that a contractor is necessary to provide services relating to the operation of Fixed Route and Dial-A-Ride/ADA Paratransit system in the City of Manteca.

B. Contractor is specially trained, experienced, and competent to perform the professional services required by this Agreement.

C. Contractor represents that it possesses the skill, experience, ability, background, certification, and knowledge to provide the services described in this Agreement on the terms and conditions specified herein.

D. City desires to retain Contractor to render the professional services set forth in this Agreement.

AGREEMENT

1. Scope of Services. Contractor shall perform the Transit Operations Contract Services described in the attached Attachment 1 that is incorporated by this reference, and pursuant to the Proposal submitted by Contractor dated March 2, 2023, and attached hereto as Attachment 2. Contractor shall provide these services at the time, place, and in the manner specified in Attachment 1, subject to the direction of the City through its staff that may be provided from time to time. Performance of the Transit Operations Contract Services is sometimes referred to herein as "the Project."

2. Complete Agreement. The complete Agreement between the parties shall consist of the following component parts, to-wit: this Agreement (including the attachments hereto); the "Request For Proposals for Transit Operations Contract Services (including all attachments and Appendices including the four (4) addenda; the Contractor's accepted Proposal, including all required attached documents; and the Contractor's Best and Final Offer (BAFO). This Agreement and the other documents described in Paragraph 1 hereinabove constitute the complete Agreement between the parties and the said other documents are as fully a part of this Agreement as if hereto attached or herein repeated.

3. Work Through City Staff. City Staff assigned to Project shall manage all communications, information or documentation shared or requested by Contractor or Contractor's staff. Contractor shall not communicate with any other City staff or City Council Members without the prior written consent of the City, provided, however, that Contractor is authorized to request clarification of information from City in order to effectively perform its

obligations under this Agreement. All Contractor requests shall be noted to City in an expeditious manner.

4. Agreement Term. Time is of the essence in the performance of services under this Agreement and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Contractor's services shall commence pursuant to this Agreement and upon receipt of a written Notice to Proceed from City, and shall be completed in accordance with the aforementioned Scope of Services and complete Agreement as described in Paragraphs 1 and 2, stated herein above. The term of this Agreement (Agreement Term) shall be for a base term of (36) months with two (2) one-year optional extensions. The Agreement Term shall start on the Commencement Date, July 1, 2023, or upon issuance of written notice to proceed, whichever comes first. The first year of the base term shall be from July 1, 2023 through June 30, 2024, and each subsequent year of the Agreement Term shall be from July 1 through June 30 of the following year.

A. Optional Extensions. At least ninety (90) calendar days prior to the end of the last year of the 36 month base term, City shall notify Contractor in writing whether it intends to exercise the option. The decision to exercise the option at the rates established for the applicable option year shall be mutually agreed to by both City and Contractor. City also reserves the right to exercise the option on a month-to-month basis. The option under this Agreement is the mutual agreement of City and Contractor to provide transit services for the option years involved, at the fixed monthly fee and rate per Revenue Hour specified in Contractor's BAFO, for the applicable option year. The Contractor acknowledges and agrees that it shall, upon a mutual agreement to exercise the option, provide the services described hereunder, in satisfaction of all requirements of this Agreement, at the rates established for the applicable option year as specified in Contractor's BAFO.

5. Staffing. Contractor acknowledges that City has relied on Contractor's capabilities and on the qualifications of Contractor's principals and staff as identified in its Proposal to City. The Contractor shall maintain the General Manager identified in its Proposal and/or BAFO throughout the Agreement Term. The General Manager shall be 100 percent dedicated to providing services for City under this Agreement. This includes reporting to the Manteca Transit Center and utilizing the City-provided office during transit operating hours unless City provides prior written Approval for a lesser time dedication. If City approves a variance to the time dedication level of the General Manager, this variance is subject to immediate reversal at the discretion of City and shall be provided to Contractor in writing.

Contractor shall not, without prior written approval by City, remove or reassign any Key Personnel identified in its proposal, or appoint any new individual to any Key Personnel position (whether in an acting or permanent capacity), at any time during the Agreement Term; provided that the Contractor may, following written notice and explanation to City, remove any such individual for misconduct or cause pursuant to the Contractor's established personnel policies.

Contractor shall notify City, in writing, of any proposed change of Contractor's project staff prior to any change and City is granted the right of approval of all original, additional and replacement personnel at City's sole discretion.

6. Compensation. Without additional authorization from the City, compensation to be paid to Contractor shall be in accordance with the Schedule of Chargers set forth in Contractor's BAFO, attached hereto as Attachment 3, and incorporated herein by reference. In no event shall the Contractor's compensation exceed Two Million, Two hundred fifty-one thousand seventy-three DOLLARS and eighty-four cents ($2,251,073.84) in Fiscal Year 23/24; Two Million, Three hundred two thousand four hundred fifty-eight DOLLARS and two cents ($2,302,458.02) in Fiscal Year 24/25; Two Million, Three hundred sixty-six thousand ninety- eight DOLLARS and sixty-one cents ($2,366,098.61) in Fiscal Year 25/26. Payment by City under this Agreement shall not be deemed a waiver of any defects, even if those defects were known to the City at the time of payment.

7. Method of Payment. During the Agreement Term, Contractor shall submit one invoice each month to the City by the 10th business day of the month for the prior months' service, in a format prescribed by City. The amount payable under such invoice will be equal to the sum of (a) 100 percent of the applicable Fixed Monthly Fee, plus (b) the number of scheduled Revenue Hours actually operated through the last day of the prior month, separated by service mode (Fixed Route and Dial-a-Ride/ADA Paratransit), times the applicable Rate per Revenue Hour.

City shall pay Contractor no later than 30 days after approval of the monthly invoice by City staff. Payments may be delayed by City if Contractor fails to provide services in accordance with the Scope of Services, unless the City has provided prior written consent. If City determines, based on its review of an invoice, that payment has been requested for services that were not provided in accordance with this Agreement, or if City otherwise questions or objects to the contents of an invoice, City shall so notify Contractor in writing and give Contractor the opportunity to correct the invoice. If the invoice is not corrected to the satisfaction of City, City may withhold payment of the disputed amount and make payment of any undisputed amount due.

8. Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. Any such request shall be in writing, and absent special circumstances shall be submitted at least five (5) business days in advance of the date that the Extra Work will be needed. 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 or which was outside the original Scope of Services. Contractor shall not perform, nor be compensated for, Extra Work without the City's prior written authorization. An expectation for performance of, and compensation for Extra Work, if deemed applicable and appropriate, shall be subject to the mutual agreement of the parties.

In the event of an unanticipated and exceptional change in applicable Federal, State or Local laws or regulations after the date of execution of this Agreement that results in additional costs of providing operations services hereunder, the Contractor may request an adjustment in its Fixed Monthly Fee or rate per Revenue Hour, by submitting a written request to City, supported by appropriate documented justification. City agrees to review, discuss, and consider in good faith any request of the Contractor under this paragraph, but the decision as to whether or not to agree to such request shall be in the sole discretion of City.

At any time during the term of this Agreement, City may request that Contractor 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. Contractor shall not perform, nor be compensated for, Extra Work without the City's prior written authorization.

9. Termination – Mutual Consent, Breach, and Convenience. City may terminate Agreement at any time for convenience by giving Contractor thirty (30) calendar days' prior written notice. Notice of termination shall be by certified mail, return receipt requested, personal service, UPS, or Federal Express. Upon receipt of the notice of termination, Contractor shall cease work, wrap up and conclude work without undertaking any new tasks or work, deliver to City all work performed unless agreement and offset against the price for work retained by Contractor, as agreed by City. City will pay Contractor the cost for all materials, etc., ordered and received by Contractor, plus reasonable overhead and profit for the portion of work through termination.

Should Contractor default in the performance of this Agreement or materially breach any of its provisions, at its option City may terminate this Agreement upon fifteen (15) days' advance notice to Contractor, unless such material breach is cured by Contractor before the end of such 15 day period or, in the case of a breach which cannot be cured within 15 days, Contractor is diligently and with commercially reasonable efforts attempting to cure. In the event the default is not remedied within the cure period, the termination date shall be the effective date of the notice. For the purposes of this section, material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services or duties, willful destruction of City's property by Contractor, dishonesty or theft.

10. Ownership of Documents; Confidentiality.

A. All plans, studies, documents, and other writings prepared by and for Contractor, 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 Contractor for such work. City shall have the sole right to use such materials in its discretion without further compensation to Contractor or to any other party. Contractor shall, at Contractor's expense, provide such reports, plans, studies, documents and other writings to City upon written request by City. Contractor 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 Contractor in connection with the performance of this Agreement, shall be held confidential by Contractor. These materials shall not, without the City's prior written consent, be used by Contractor 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 Contractor that is otherwise known to Contractor, or is generally known, or has become known to the related profession shall be deemed confidential. Contractor shall not use City's name or insignia, photographs relating to the Project for which Contractor's services are rendered, or any publicity pertaining to the Contractor'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.

11. Contractor's Books and Records.

A. Contractor 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 Contractor under this Agreement.

B. Contractor 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 Contractor'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 Contractor'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 Contractor, Contractor's representatives, or Contractor's successor-in- interest.

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

13. Interest of Contractor.

A. Contractor 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 Contractor's

services hereunder. Contractor further represents that, in the performance of its duties hereunder, no person having any such interest shall perform any services under this Agreement.

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

(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).)

14. Professional Ability of Contractor.

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

B. The primary provider of the services required by this Agreement shall be MTM Transit, LLC. 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.

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

16. Licenses. Contractor represents and warrants to City that it has all licenses, permits, qualifications, insurance, and approvals that are legally required of Contractor to practice its profession. Contractor represents and warrants to City that Contractor 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 Contractor to practice its profession.

17. Indemnification and Hold Harmless. Contractor 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 Contractor'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.

18. Insurance Requirements.

A. Job specific insurance requirements are outlined in the RFP for Transit Operations Contract Services (Attachment 1). Other insurance provisions can be found below:

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, Contractor shall demonstrate financial capability for payment of those deductibles or self-insured retentions.

D. Certificates of Insurance. Contractor 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.

19. 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 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, Public Works Manager – Transit

If to Contractor: MTM Transit, LLC
16 Hawk Ridge Circle
Lake St. Louis, MO 63367
Attention: Scott Transue, Regional Vice President

20. Entire Agreement. This Agreement and its attachments and exhibits contain the entire understanding between Contractor and City. Additional or new terms contained in this Agreement which vary from Contractor's proposal are controlling and are deemed accepted by Contractor by commencement of performance hereunder. All previous proposals, offers and communications relative to this Agreement, whether oral or written, are hereby superseded except to the extent that they have been incorporated into this Agreement. No future waiver of, or exception to, any of the terms, conditions, and provisions of this Agreement shall be considered valid unless specifically agreed to in writing by the parties.

21. Amendments. Both parties to this Agreement understand that it may become desirable or necessary during the execution of this Agreement, for City or Contractor to modify the scope of services provided for under this Agreement. Any material extension or change in the scope of work shall be discussed with City and the change and cost shall be memorialized in a written amendment to the original contract prior to the performance of the additional work. Until a written amendment is so executed and approved by Manteca City Council, City will not be responsible to pay any charges Contractor may incur in performing such additional services, and Contractor shall not be required to perform any such additional services.

22. 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 Contractor. Assignments of any or all rights, duties, or obligations of the Contractor under this Agreement will be permitted only with the express written consent of the City. Contractor 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, Contractor 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. Authority to Enter Agreement. Contractor 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.

30. Prohibited Interests.

A. Contractor warrants that it has not employed or retained any person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has neither paid nor agreed to pay any person, other than a bona fide employee working solely for Contractor, 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.

31. Equal Opportunity Employment. Contractor 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.

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

This Space Purposely Left Blank

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:

Gary Singh,
Mayor

ATTEST:

Cassandra Candini-Tilton,
Director of Legislative Services

COUNTERSIGNED:

Jared Hansen,
Deputy Director of Finance

COUNTERSIGNED:

Dawn Cortesi,
Interim Director of Human Resources

APPROVED AS TO FORM:

~~L. David Nefouse, City Attorney~~ DANIELLA G. GREEN ASSISTANT CITY ATTORNEY

CONTRACTOR:

MTM Transit, LLC

By: _____
(Signature)

Scott Transue, Regional Vice President

By: _____
(Signature)

(Type name and title)

Address: 16 Hawk Ridge Circle

Lake St. Louis, MO 63367

Telephone: 636-695-5634

ATTACHMENT 1

REQUEST FOR PROPOSAL

mantecatransit

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

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 tothe 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.

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 representsand 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 objectivesof 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, equipmentpurchases, operational changes and related proposals of CITY. Additionally, CONTRACTORis 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 differentCONTRACTOR, 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 byCONTRACTOR 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 itssole 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 suchspecial 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

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

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, andstart 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

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 fullyand 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: CONTACTOR 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.

(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.

(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 shallbe 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 softwareapplications including internet service to support operational functions provided under this Agreement. In addition, CONTRACTOR shall provide adequate technical support to ensureminimal 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

PROPOSER plans to probe GFI Odyssey fareboxes and empty vaults at the end of each revenue day. PROPOSER should describe how it will establish andmaintain 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 portableprobe, as appropriate.
- The daily counting and summarizing of fares and fare media and thereconciliations and reporting thereof.

Subcontracting arrangements with an independent armored car company topick 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 PublicTransportation 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 meetingsavailable to CITY upon request.

(3) Annually - (A) Year End Trend Analysis; and (B) other reports as requiredby 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 beestablished 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 instancesin where law enforcement intervention was required.
f) Contact the person filing the complaint, investigate the complaint, takeappropriate 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

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

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.

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

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.

(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.

- 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

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

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 AutomaticVehicle 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

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

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.

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

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 broughthere, 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.

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.

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.

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

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

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

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

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

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 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 protester has identified other grounds for appeal to FTA (i.e., CITY's failure to have orfailure to comply with its protest procedures or failure to review the protest).

END

APPENDICES FOLLOW

mantecatransit System Map

www.mantecatransit.com (209) 456-8888

Enjoy the Ride!

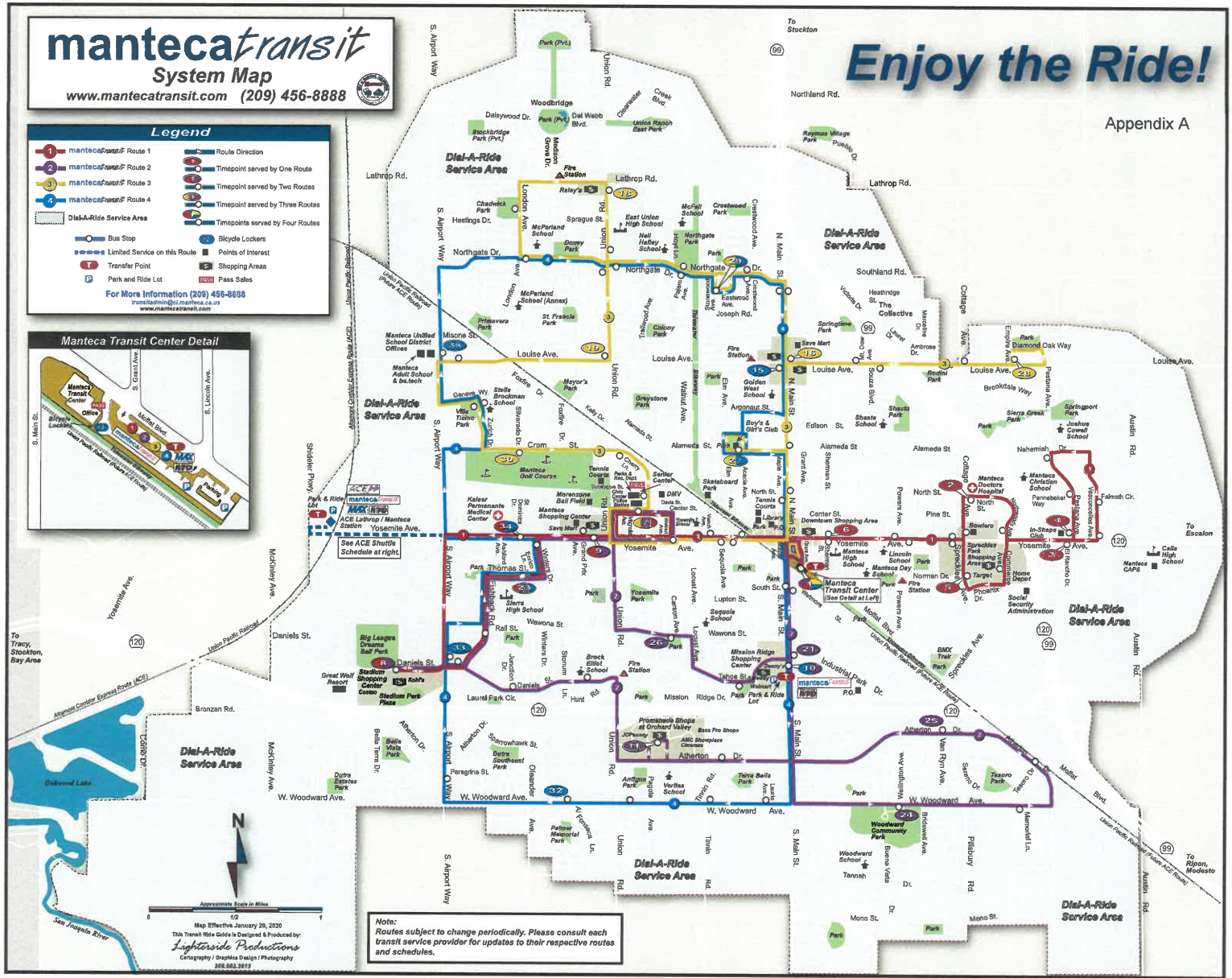
Appendix A

Legend

- mantecatransit Route 1
- mantecatransit Route 2
- mantecatransit Route 3
- mantecatransit Route 4
- Dial-A-Ride Service Area
- Route Direction
- Timepoint served by One Route
- Timepoint served by Two Routes
- Timepoint served by Three Routes
- Timepoints served by Four Routes
- Bus Stop
- Limited Service on this Route
- Transfer Point
- Park and Ride Lot
- 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



Note:
Routes subject to change periodically. Please consult each transit service provider for updates to their respective routes and schedules.

EZHub

The EZ Way to Plan, Pay and Ride

Find EZHub on the Vamos Mobility app

EZHub
Plan, Pay and Ride!
MantecaTransit passes can now be purchased straight from your mobile phone. Passengers can access the Vamos Mobility 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:

- **Diba:** 1-800-52-SHARE – www.dibasmyway.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 eservice to the regular fixed route system in terms of trips schedules 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 you 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

Altamont Corridor Express

Morning Shuttle to ACE Station Schedule

Shuttle to ACE Train #	Leave 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 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.	Petrana Ave. at Yosemite Ave.	Spreckles Ave. at Norman Dr.	Yosemite Ave. at Sherman St.	Center St. at Magnolia Ave.	Yosemite Ave. at St. Dominic Dr.	Daniels St. at Stadium Center)	Thomas St. at Enrico Ln.	Yosemite Ave. at Union Rd.	Transit Center
1	2	3	4	5	6	7	8	9	10	11	1
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

Saturday Service is Shaded in Gray
(El Servicio del Sábado está Sombreado en Gris)

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 Livingston Ave.	Atherton Dr. at Van Ryn Ave.	Promenade Shops at Orchard Valley	Daniels St. (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 Industrial Park Dr.	Transit Center
1	10	24	25	11	9	23	9	7	26	21	1
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

Saturday Service is Shaded in Gray
(El Servicio del Sábado está Sombreado en Gris)

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 Stonewood Ave.	Union Rd. at Lathrop Rd.	Union Rd. at Louise Ave.	Crom St. at Shiloh St.	Center St. at Magnolia Ave.	Transit Center
1	27	28	15	29	18	19	30	8	1
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

Saturday Service is Shaded in Gray
(El Servicio del Sábado está Sombreado en Gris)

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
(Sólo días de Semana)

Transit Center	Main St. at Mission Ridge Dr.	Woodward Ave. at N. Tonsleal Ln.	Airport Way at Daniels St.	Thomas St. at Enrico Ln.	Yosemite Ave. at St. Dominic Dr.	Airport Way at Louise Ave.	Eastwood Ave. at Stonewood Ave.	Main St. at Louise Ave.	Alameda St. at Acacia Ave.	Transit Center
1	10	32	33	23	34	35	29	15	27	1
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.)

Enjoy the Ride!

Title VI of the Civil Rights Act of 1964:

It is the policy of the City of Manteca and its contractors to comply with Title VI of the Civil Rights Act of 1964. Transportation services will be provided without regard to race, color, national origin, age, sex, or disability. For more information, or to file a complaint, contact the City of Manteca as defined above or the FTA Office of Civil Rights, Attention: Title VI Program Coordinator, East Building – 5th Floor TCR, 1200 New Jersey Avenue SE, Washington, DC 20590. All matters will be investigated.

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@ci.manteca.ca.us to request for these formats.

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

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@ci.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).

Service Area

Manteca Transit provides fixed route, demand response and Americans with Disabilities (ADA) complementary paratransit transit services throughout the City of Manteca and to/from the Lathrop/Manteca ACE Station.

Transit and Customer Service Hours

- Monday-Friday: 6 a.m. to 7 p.m.
- Saturday: 9 a.m. to 4 p.m.
- See timetables for details on exact times.

Customer service is available at the Manteca Transit Center, 220 Moffat Boulevard and via telephone, Monday through Saturday between 8 a.m. and 5 p.m. by calling (209) 456-8888.

Sunday and Holiday Schedule

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

Riding Manteca Transit

How to Use This Guide

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

1. Use the systemwide map to identify the route or routes that connect the places you wish to travel between.
2. 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.
3. The timetables 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.
4. 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.
5. 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.
6. Please note that not all trips operate on Saturday. The timetable will indicate which trips run on Saturday.
7. Need assistance in planning your trip?

Download the Vamos Mobility app to plan transit travel around Manteca, Ripon, Escalon, Lathrop, Tracy and Stockton across all transit agencies and county boundaries. Transit services include scheduled bus and rail, Dial-A-Ride, and Van Go. Visit www.mantecatransit.com and use the trip planner powered by Google. Call (209) 456-8888.

manteca transit

Ride Guide

Guía de Información

Effective January 20, 2020

Fixed Routes, Dial A-Ride & ADA Paratransit

209.456.8888
711
www.mantecatransit.com

VAMOS

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: *(Fares effective November 1, 2006)*

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
(Valid for 10 rides with no expiration date. Passenger would need to request a transfer.)			
31 Day Pass	$ 35.00	$ 28.00	$ 28.00
(Valid for 31 consecutive days from for date of pass activation for unlimited use for the period.)			

Dial-A-Ride & ADA Complementary Paratransit Fares -

Manteca Transit Dial-A-Ride & ADA Complementary Paratransit Fares	• **For ADA Eligible Passengers** • **Persons with Disabilities** • **Seniors Age 62 Years Old and Older** • **Medicare Card Holders**
One Way (Passenger & Companion)	$ 2.00
10-Ride Pass	$ 20.00
(Valid for 10 rides with no expiration date. Passenger would need to request a transfer.)	
31 Day Pass	$ 60.00
(Valid for 31 consecutive days from for date of pass activation for unlimited use for the period.)	

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 (cask or check).
- On the Bus: cash only.

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

Transfers

Main Transfer points:

1. Manteca Transit Center, 220 Moffat Blvd., Manteca.
2. 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

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@ci.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.

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 **dis**ability that does not meet ADA definition, have a Medicare card or for priority service, have a **dis**ability 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 Joaquín.
- 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 paratránsito 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.

Transbordes

Puntos de transferencia principales:

1. Centro de tránsito de Manteca, 220 Moffat Blvd., Manteca. Ayuntamiento de Manteca
2. 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 el 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 Joaquín para programar su capacitación y recibir un pase de 10 viajes gratis al finalizar. Se puede llegar a Access San Joaquín al 209-242-9965.

Seguridad:

La ciudad de Manteca valora su seguridad cuando viaje 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 ... dígale 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 o visitando el Centro de tránsito de Manteca. El proceso de certificación complementaria de paratránsito 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 Joaquín según la estructura de tarifas ADA de esa agencia. Llame al Centro de elegibilidad de movilidad Access San Joaquín (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 proveas la siguiente información:

- Su nombre, domicilio y número de teléfono.
- Dirección donde debe ser recogido.
- Dirección a donde quieres 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. Esté 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 los pasajeros 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.

APPENDIX B

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

APPENDIX C

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

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:

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

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.

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.

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:

Gary Singh,
Mayor

ATTEST:

_ Cassandra Candini-Tilton,
Director of Legislative Services

COUNTERSIGNED:

Vanessa Portillo,
Director of Finance

COUNTERSIGNED:

Dawn Cortesi,
Acting Director of Employee Services & Engagement

APPROVED AS TO FORM:

L. David Nefouse,
City Attorney

CONSULTANT:

(Type name of Consultant/form of organization) *

By: _____
(Signature)

(Type name and title)

By: _____
(Signature)

(Type name and title)

Address: _____

Telephone: _____

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

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

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 awardcovered 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

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;

- 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 Contactor 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)

manteca transit

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.

manteca transit

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 a arm for stability, deploy the vehicle ramp of 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.

- 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

manteca transit

- 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 a30-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 Generals 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 appropriates 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 copes 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:_____

	Year 1 July 1, 2023 – June 30, 2024		Year 2 July 1, 2024 – June 30, 2025		Year 3 July 1, 2025– June 30, 2026	
Costs	**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: _____

	Year 4 (Extension) July 1, 2026– June 30, 2027		Year 5 (Extension) July 1, 2027 – June 30, 2028	
Costs	**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.

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	***Fixed Route***-Bus Departing Time Point Prior to Scheduled Departure Time		**$100 (per incident)**	
	Paratransit/Manteca Transit- Bus Departing earlier than 10 minutes Prior To Scheduled Pick Up Time		**$100 (per incident)**	
Missed Trips	***Fixed Route***- Operating 20 Minutes or More Behind Scheduled Time		**$200 (per missed trip)**	
	Paratransit/Manteca Transit - Vehicle Arriving More Than 20 Minutes Late for a Scheduled Pick Up Time		**$200 (per missed trip)**	
Failure to Pick Up Passenger	***Fixed Route***- Failure to Pick Up Rider from any Fixed Route Bus Stop		**$500 (per occurrence)**	
	Paratransit/Manteca Transit - 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 (10th 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)**	

	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.			

	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)			
	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.		**$500 (per occurrence)**	
	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 fess 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.

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 it 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

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.

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.

(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

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, intimating 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.

(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.

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.

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.

(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.

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 (20^{th}) 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)

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.

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.

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 an 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**

ATTACHMENT 2

CONSULTANT'S PROPOSAL

March 2, 2023

Juan Portillo, Transit Manager
City of Manteca City Clerk
1001 W. Center Street
Manteca, CA 95337

RE: City of Manteca RFP for Transit Operations Contract Services

Dear Mr. Portillo,

Selecting a qualified contractor to manage and operate the Transit Operations Contract Services is an exciting and important task for the City of Manteca (the City). You need an experienced team of professionals to help guide your operations through this time of transition and into your future of providing enhanced transportation services for residents in the Manteca area.

That's why MTM Transit, a certified Women's Business Enterprise (WBE), is excited to submit a proposal for the City's Transit program. MTM Transit is a limited liability company (LLC) that provides Americans with Disabilities Act (ADA) paratransit, fixed route, deviated fixed route, microtransit, shuttle, and dial-a-ride services to help agencies meet the transportation needs of communities across the country. We are willing and able to provide excellent service to the City and meet all timeframes outlined in the RFP.

The City's best choice to manage the Manteca Transit program is MTM Transit, as we can draw on the strengths of our corporate leadership team, including Regional Vice President Scott Transue, our highly qualified General Manager, our technical expertise, and our ability to deliver high value at a reduced cost. We also are a trusted partner in the area, currently serving Manteca passengers through the travel training and ADA eligibility assessment program operated by the San Joaquin Regional Transportation District, operating Tracer services in nearby Tracy, and most recently taking over operation of the eTrans system in Escalon.

MTM Transit is pleased to present a proposal that details our approach to meeting the City's objectives and our experience operating similar programs. We read, understand, and agree to all requirements of the RFP and accompanying addenda, and we affirm that all information contained within the proposal is accurate, truthful, and factual.

MTM | Transit

As President and CEO, I am the officer who can bind MTM Transit to the offer presented. The City may communicate with Vice President of Proposals Amy Ritchie regarding the proposal and contract negotiations. Amy can be reached at aritchie@mtm-inc.net or 636-695-5634; please feel free to contact her with any questions. On behalf of MTM Transit, I look forward to working with the City.

Sincerely,

Alaina Macia

Alaina Macia
President and CEO
314-495-4953
amacia@mtm-inc.net

Transit Operations Contract Services

Prepared for

Manteca Transit

Submitted by:

MTM | Transit

March 6, 2023

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Executive Summary

MTM | Transit

Executive Summary

The City of Manteca (the City) is seeking an experienced, highly qualified transportation contractor to efficiently operate and maintain its transit services for the City, operating as Manteca Transit (MT) and helping the City achieve its goals as outlined in the RFP. These goals include:

- ✓ Establishing a more timely, efficient, and better managed vehicle maintenance program to ensure timely, safe, and appropriate repairs
- ✓ Increasing ridership on the fixed route system through public outreach efforts
- ✓ Implementing methods of transit performance data reporting using automated software programs
- ✓ Implementing route changes to the current system and Saturday fixed route service, as identified in the City's 2019 Short Range Transit Plan
- ✓ Ensuring adequate and appropriate staffing to provide consistently efficient, reliable, and exemplary customer service

Achieving these goals will require the oversight, support, and commitment of a responsible partner who can deliver innovative technology and approaches to improve service quality and provide residents and visitors with safe, reliable, and courteous transportation services at a reasonable price. MT is poised for growth, and the City needs a partner who can support its evolving needs, ensuring sustainable and reliable transit in Manteca as demand grows. MTM Transit is the ideal partner for the City, as we have the necessary qualifications, experience, management philosophy, and vision to achieve the City's objectives. We have an excellent track record of providing similar, high quality transit services across the nation and in nearby Tracy and in our recent expansion in Escalon.

Trusted Partner

Under MTM Transit's management, the City will receive the support of an empowered local team as well as our corporate staff. Because of our commitment to culture, the City will not experience frequent shifts in staffing and leadership, which causes service disruption and poor relationship management. Regional Vice President Scott Transue oversees MTM Transit's partnerships in the West region, including operations in Tracy and Escalon, California. Scott will expand his oversight to the City's program if awarded. Scott, along with the rest of MTM Transit's staff, will be easily accessible to the City. MTM Transit always provides transparency and open lines of communication.

MTM Transit's commitment to a strong partnership makes us the best choice to provide transit operations to the residents of the greater Manteca area. As a privately held company, MTM Transit prioritizes quality over quantity. We have no plans to sell or go public, allowing us to focus all our efforts on providing the best possible service for our clients and their customers. Instead of focusing on quarterly profit marks, we strive to meet performance standards of our contracts, foster a culture that reduces turnover, and provide our clients with the best service possible.

The best testament to MTM Transit's quality service is the **long-term partnerships** we have with our clients; we have received numerous contract extensions and have **never had a contract terminated early**.

Engaged Workforce

People are our single greatest asset when it comes to delivering the best service, and we will provide a qualified, dedicated, local team, fully supported by our experienced executive staff, including Regional Vice President Scott Transue, to operate MT. Our staffing plan will maintain sufficient staffing levels to provide the services outlined in this RFP; we will adjust as appropriate to support program demand and growth. Additionally, we will hire as many qualified incumbent employees as possible, ensuring they meet MTM Transit and the City's qualifications. As soon as MTM Transit receives notification of award, we will begin hiring and training a full complement of employees for each position. It is also our intent to hire predominantly full-time staff to fill the staffing plan; this allows more employees to access our benefits, and we have found it improves employee retention. We intend to offer equal or greater benefits to all employees transferring from incumbent operations. We are confident in our comprehensive benefit package, but we will work through any gaps so no employee experiences a lapse in coverage.

Our recruiting, hiring, and retention processes allow MTM Transit to attract and retain high-quality employees who not only know the local service area, but the local community as well. We practice industry-leading, innovative employee engagement strategies. For example, MTM Transit has an online platform, Bonfyre, where employees recognize each other for outstanding performance. MTM Transit also regularly posts employee spotlights, awards, and highlights events and achievements on social media and our intranet site, Core.

Additionally, our personnel receive appropriate training both during start-up and ongoing and have adequate work experience, knowledge, and licenses to perform the required services. We provide lifelong learning opportunities and offer performance-based bonuses and recognitions. Also, as a certified woman-owned business, we value diversity. President and CEO Alaina Maciá champions internal initiatives ensuring we recruit and hire a diverse workforce. All of this translates into a stable, satisfied workforce prepared to provide great service from day one.

Superior Passenger Experience

MTM Transit's passenger-focused approach is unparalleled in the industry. We live by our motto, "Every Trip is Important." We equip our staff to provide the best experience possible with comprehensive training, adequate resources, and a positive work culture. This in turn allows our staff to provide safe, reliable service and helps MTM Transit meet the customer service standards of our clients.

We encourage operators to go out of their way to get to know their passengers and emphasize passengers are not simply numbers on a scorecard, they are people. We want every passenger to look forward to their next trip with MTM Transit. Many passengers we serve represent vulnerable populations, such as the elderly. Our expectation is for every operator action to convey welcome and appreciation to passengers. We recognize and reward employees with bonuses for meeting and exceeding customer service expectations.

MTM Transit is the City's Best Choice

No company is better positioned to help the City achieve its goals than MTM Transit. We understand your expectations and will deliver reliable, safe, and high-quality transportation services to your ridership. We also bring the right amount of experience and innovation to oversee this operation, have a history of success implementing and operating similar programs, and are well positioned to become the City's partner.

Working with MTM Transit, the City will gain a cooperative partner who provides the program support, oversight, and technological innovations it needs to effectively manage the City's growing bus system and help implement the City's Short Range Transit Plan's recommended service changes and goals to best serve the transportation needs of the City's expanding population and visitor base.

At MTM Transit, our goal is to be the best transportation provider and deliver exceptional service for each client and their passengers. MTM Transit empowers our local management teams to exceed the service expectations of our clients; we have the resources, the talent, and the time to spend on our clients, and we are nimble and flexible in our approach to providing the best service to our clients. We are committed to providing high-quality local leadership and extensive corporate support; maintaining open communication and transparency; and investing in the community.

Since our inception, we have been selective in the contracts we pursue and only pursue contracts with new clients who share and align with MTM Transit's values, culture, and strengths. This results in a stronger, more controlled growth for our company and allows our corporate resources to provide the support we promise. Through this dedication, we will enhance operations for the City while maintaining a strong and transparent working relationship. We look forward to working with the City and its passengers to achieve a well-rounded, excellent transit program of which we can all be proud.

1. Organizational Information

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 here, will employees work on a full-time or mostly part-time basis, etc.

***Please note:** For ease of review and evaluation, MTM Transit has addressed each component of Section 2, Scope of Work under the section number as it is present within the RFP. Our responses to each topic are tracked throughout our proposal with purple compliance indicators in parentheses following the requirement. Example: **(2.1.2)**.*

MTM Transit Overview

MTM Transit is a limited liability company (LLC) and certified woman-owned business enterprise (WBE) established in 2009 in the state of Missouri by the leadership of Medical Transportation Management, Inc. (MTM), a national transportation manager with 27 years of experience. MTM Transit was founded to help agencies meet the transportation needs of their communities, specifically transit dependent populations.

Access to local resources and amenities are important components of a healthy, productive life, and MTM Transit provides that access with the utmost dignity for every passenger. We are dedicated to offering a balance of innovation and best practices during this new era in transportation, deploying executive attention, technological advances, and responsiveness to maximize program success.

MTM Transit has proudly provided **safe, timely, and reliable transportation services since 2009**. Our passenger-focused approach is unparalleled, and we live our motto, **"Every Trip is Important."**

MTM Transit's principal line of business is providing Americans with Disabilities Act (ADA) paratransit, fixed route, and microtransit service operations, as well as additional transit services such as mobility management, ADA paratransit eligibility assessments, travel training, transit call center operation, and transit quality assurance operations and support. We deliver cost savings, increased efficiencies, and customer satisfaction to clients and passengers across the United States in 16 states (including California) and the District of Columbia.

An overview of MTM Transit's current size and footprint is provided below:

32	16	13.5 million	1.7 million	1,181
Clients	States + D.C.	Annual Miles	Annual Trips	Employees

As a privately held company, we prioritize quality over quantity. We have no plans to sell or go public, allowing us to focus all our efforts on providing the best possible service for our clients and their customers. Instead of focusing on quarterly profit marks, we strive to meet performance standards of our contracts, foster a culture that reduces turnover, and provide our clients with the best service possible.

As described throughout our proposal, we have the systems, processes, resources, and direct experience to meet the needs of all who rely on the City. We operate according to five core values, depicted in **Figure 1**, which guide our actions every day.

Figure 1: MTM Transit Core Values. *MTM Transit uses these five core values to meet and exceed all expectations of our clients and their customers.*

For 14 years, MTM Transit has grown responsibly by focusing on the passenger experience and providing unparalleled hands-on management. MTM Transit's mission is to help agencies meet the transportation needs of their communities – specifically, transit-dependent populations – with an exceptional passenger experience. Despite our rapid growth, MTM Transit remains privately owned and operated.

Mission Statement

MTM Transit's mission is to partner with our clients to increase community access and contain costs while remaining focused on what matters most: the passenger. We are dedicated to creating customized transportation solutions that balance innovation and best practices while providing high quality service that improves performance and increases passenger satisfaction.

Financial Solvency

MTM Transit is financially secure, meeting all short-term and long-term obligations, and can fulfill a resultant contract with the City. In addition to having the necessary cash flows from operations, MTM Transit has a $5.0 million credit agreement with Bank of America available for working capital and the general needs of the business. We also have available lease lines with vendors in unspecified amounts for equipment purchases, and we have available cash flows from our operations. We will provide copies of our audited financial statements for the City's review, upon request.

About Affiliate MTM

Since 1995, MTM has managed non-emergency medical transportation (NEMT) for state and county governments, managed care organizations (MCOs), health systems, and other programs involving transportation for the disabled, underserved, and elderly. MTM's services include NEMT and ADA paratransit brokerage, as well as special needs school transportation. MTM is a privately held S Corporation, incorporated in June 1995 in the state of Missouri.

As one of the nation's largest, most experienced transportation managers, MTM provides more than 20 million trips annually for 13.6 million individuals in 35 states and the District of Columbia, containing or reducing costs and increasing customer satisfaction for every client. MTM also handles over eight million calls each year. This includes providing services for several California health plans; MTM provides over 2 million NEMT trips annually in California.

Owners and Officers

MTM Transit has two owners: MTM (57%) and Alaina Maciá (43%). Our officers include:

- Alaina Maciá, President and Chief Executive Officer
- Brian Balogh, Chief Operating Officer of Transit
- Dawn Kotva, Chief Operating Officer of NEMT
- Jill Heneghan, Chief Financial Officer
- Kerri Mileski, Chief People Officer
- Michele Lucas, Chief Marketing Officer
- Rick Holbrook, Chief Technology Officer
- Dave Busch, Chief Growth Officer
- Tom Wiese, Chief Legal Officer

Corporate Organizational Structure

Alaina Maciá leads both MTM Transit and MTM as President and CEO. While the two organizations share corporate functions including IT, Marketing, Human Resources, Accounting, and the Project Management Office (PMO), they have separate dedicated management structures. **Figure 2** outlines our corporate organizational structure.

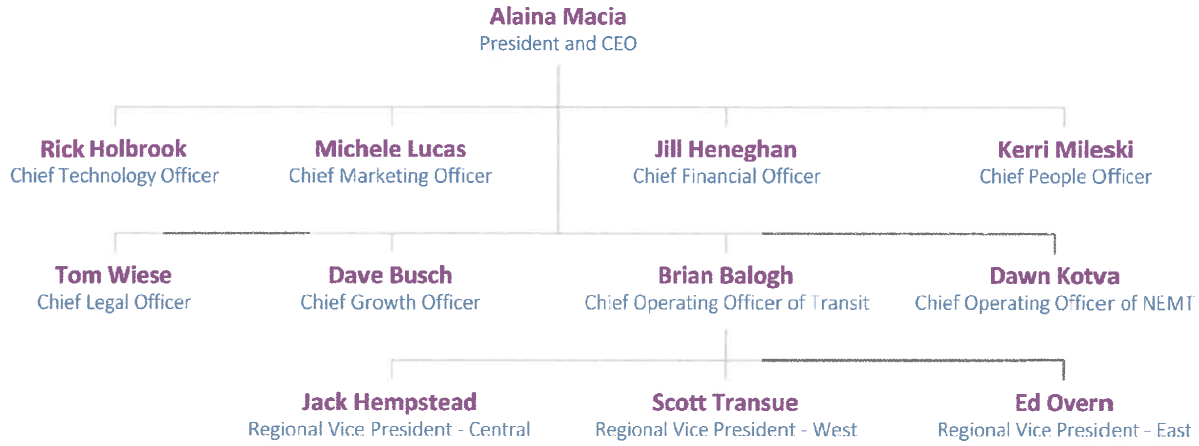

Figure 2: Corporate Organizational Structure. *MTM Transit is led by a very experienced team.*

MTM Transit will hold the City's contract and assume responsibility for the overall program, the leadership and operations team members for both MTM Transit and MTM will work collaboratively throughout the contract term for the City. Together, MTM Transit and MTM bring the experience, partnership, and innovation necessary to oversee this operation.

National Expertise and Office Locations

Figure 3 depicts MTM Transit and MTM's combined operations across the United States. This affiliation provides MTM Transit with a wide variety of experience, as well as a focus on achieving the most efficient transportation operations and highest levels of customer service.

Figure 3: U.S. Map. *Collectively, MTM Transit and MTM operate in 36 states and the District of Columbia.*

Experience

MTM Transit has the knowledge and past project experience relevant to the City's needs as listed in the Scope of Work. **Figure 4** provides an overview of MTM Transit's clients and the functions we perform for each client – listed in order based on service start dates.

Client Name and Location	Paratransit/Demand	Fixed Route	Microtransit	Maintenance	Reservations	Scheduling	Dispatching	Quality Assurance	ADA Assessments	Travel Training	Service Start Date
Hamilton County Department of Job and Family Services (HCJFS), Cincinnati, OH	✓			✓		✓	✓				Jan. 2010
City of Raleigh, Raleigh, NC									✓		Oct. 2010
Clarion County, Clarion, PA	✓			✓	✓	✓	✓				Apr. 2011
Allegan County, Allegan, MI	✓			✓	✓	✓	✓				June 2011
Sumter County, Bushnell, FL	✓	✓			✓	✓	✓				Oct. 2011
Washington Metropolitan Area Transit Authority (WMATA), Washington, D.C.								✓	✓	✓	Feb. 2012
Centre Area Transportation Authority (CATA), State College, PA	✓		✓	✓	✓	✓	✓				Apr. 2012
City of Perrysburg, Perrysburg, OH	✓			✓	✓	✓	✓				June 2013
Orange County, Goshen, NY	✓			✓	✓	✓	✓				Jan. 2014
Capital Metropolitan Transportation Authority (CMTA), Austin, TX	✓		✓	✓		✓	✓		✓		May 2014
City of Conroe, Conroe, TX	✓	✓		✓	✓	✓	✓				Jan. 2015
Salem Area Mass Transit District (SAMTD), Salem, OR	✓				✓	✓	✓		✓		July 2015*
Kansas City Area Transportation Authority (KCATA), Kansas City, MO					✓	✓	✓				July 2015
Sarasota County, Sarasota, FL	✓			✓	✓	✓	✓				Mar. 2016
City of Tracy, Tracy, CA	✓	✓	✓	✓	✓	✓	✓				Aug. 2016
San Diego Metropolitan Transit System (MTS), San Diego, CA									✓	✓	Dec. 2016
Regional Transportation Commission (RTC) of Washoe County, Reno, NV	✓		✓	✓	✓	✓	✓				July 2017
Access Services, Los Angeles, CA									✓		July 2017
Lane Transit District (LTD), Eugene, OR	✓			✓	✓	✓	✓				Aug. 2017
Valley Metro, Phoenix, AZ									✓	✓	June 2018
City and County of Honolulu, Honolulu, HI									✓		Jan. 2019

Client Name and Location	Paratransit/Demand	Fixed Route	Microtransit	Maintenance	Reservations	Scheduling	Dispatching	Quality Assurance	ADA Assessments	Travel Training	Service Start Date
Maryland Transit Administration (MTA), Baltimore, MD								✓			May 2019
Orange County Transportation Authority (OCTA), Orange County, CA									✓		Aug. 2020
Bi-State Development (St. Louis Metro), St. Louis, MO									✓	✓	Sept. 2020
Martin County, Stuart, FL	✓	✓		✓			✓				Oct. 2020
San Joaquin Regional Transit District (RTD), Stockton, CA									✓	✓	Jan. 2021
San Mateo County Transit District (SamTrans), San Carlos, CA									✓		May 2021
Heartland Regional Transportation Planning Organization (HRTPO), Bartow, FL	✓			✓	✓	✓	✓				July 2021
Denver Regional Transportation District (RTD), Denver, CO									✓	✓	Sept. 2021
Cascade East Transit (CET), Bend, OR	✓	✓									Sept. 2021
Massachusetts Bay Transportation Authority (MBTA), Boston, MA									✓	✓	July 2022
County of Hawai'i Mass Transit Agency (MTA), Hilo, HI	✓				✓	✓	✓		✓	✓	Jan. 2023
City of Escalon, Escalon, CA	✓	✓		✓	✓	✓	✓				Feb. 2023

Figure 4: MTM Transit Client List. *An overview of MTM Transit's current clients and the functions we perform for each client.*

**MTM Transit began working with SAMTD performing ADA eligibility assessments in July 2015, and in July 2016, MTM Transit was awarded the call center work. SAMTD recently re-awarded MTM Transit the call center work with the addition of the paratransit operations starting January 2023.*

ADA Certification and Travel Training Experience

MTM Transit has been providing ADA paratransit assessments for 13 years and conducting travel training services for nearly 11 years. We perform over 100,000 eligibility assessments each year and more than 1,900 travel training sessions annually in 15 ADA eligibility assessment and travel training programs across the United States, including large transit agencies in cities

such as Los Angeles, San Diego, Washington D.C., Austin, Denver, Boston, and Phoenix. Each of our contracts are targeted transit agency mobility management programs; none are simply transit operations contracts with a rubber-stamping eligibility component.

MTM Transit services **more mobility management customers annually than any other competitor** in the United States. Our experience ranges from providing mobility services with one employee for the Salem Area Mass Transit District (approximately 700 assessments per year) to **operating one of the largest paratransit certification programs in the United States for Access Services** in Los Angeles where 45 employees provide approximately 48,800 assessments per year.

We also have extensive experience providing quality travel training services as the primary contractor. MTM Transit takes pride in owning and operating travel training services in house as an extension to our assessment programs. Most mobility management companies provide assessment services directly, but subcontract travel training services; this method does not provide the cohesiveness required to operate as one connected operation. MTM Transit has the staff, policies, procedures, training plans, and technology to provide effective and consistent travel training directly. MTM Transit currently operates and maintains eight travel training programs across the country, providing 1,900 travel training sessions each year. In addition to our current travel training contracts, MTM Transit has also helped agencies develop and administer travel training programs through temporary grant-funded opportunities. Our current and past travel training experience spans a range of program types, and all include direct delivery of travel training services.

Supporting MT through our CTSA Mobility Program

Most relevant to the City of Manteca, since January of 2021, MTM Transit has served as the provider of travel training and assessment services for the San Joaquin Regional Transportation District, which is the designated Consolidated Transportation Services Agency (CTSA) for San Joaquin County. Through this existing partnership, MTM Transit is already serving the Manteca community and has a solid understanding of the available transportation options that are available. This experience and knowledge positions MTM Transit to provide a higher level of customer support and a more seamless experience for passengers than any other bidder can provide. Further, our Regional Vice President Scott Transue oversees the San Joaquin contract and will also oversee Manteca operations, ensuring complete alignment of our staff and policies.

For example, as CTSA, MTM Transit can verify passenger eligibility for paratransit and DAR service and help assign passengers to the most appropriate MT service. We can also refer passengers who may benefit from travel training to the available CTSA programs to transition them from paratransit to fixed route and/or on-demand services, saving the City money and helping Manteca residents gain more transportation independence.

MTM Transit can ensure passengers use the services for which they qualify, which will help the City manage cost for the paratransit system. As CTSA, our ability to better enforce eligibility assignment, including temporary and restricted status, will also improve ridership and productivity for the City of Manteca. These benefits are something only MTM Transit can offer the City.

Management Philosophy

At MTM Transit, our goal is to be the best transportation provider and deliver exceptional service for each client and their passengers. Through this dedication, we will enhance MT operations while maintaining a strong and transparent working relationship with the City. The flexibility of our operations and open communication will help MTM Transit and the City garner the community's trust in these extremely important services. MTM Transit is an experienced provider with contracts across the nation, and the City can rest assured knowing its account will be a top priority for MTM Transit.

We chose to submit a proposal for this service because we believe in the City's commitment to the program and know that our family-owned organization's values and employee-focused culture are highly aligned with that of the City, whose motto is "The Family City." As each of our clients will attest, MTM Transit's hallmark is open, transparent communication and collaboration with our clients.

The City will discover MTM Transit manages its programs with an unmatched level of honesty and integrity, and we hold true to our core values and our mission of helping agencies meet the transportation needs of their communities. We are committed to ensuring all passengers have an exceptional transportation experience. Throughout the duration of this contract, the City will find our management philosophy, methodologies, and performance standards seek to improve quality, safety, and satisfaction, while delivering reliable, efficient service.

When it comes to customer satisfaction, we present ourselves in a professional manner and treat everyone with respect. We understand the elderly and individuals who use Dial-a-Ride (DAR) and paratransit services are some of society's most vulnerable. Our operators go out of their way to get to know their customers and ensure passengers look forward to their next trip with MTM Transit, whether the trip is fixed route, dial-a-ride, or paratransit. We also take pride in delivering service with a focus on operational efficiency and knowing we do things right the first time. Our well-trained dispatchers will provide friendly in-person and phone customer service, and optimize the schedules for maximum efficiency, saving time for our operators and passengers.

Specifically, for the City's program, MTM Transit will provide public local fixed route, DAR primarily for seniors 62 years or older and passengers with disabilities, as well as ADA paratransit services. MTM Transit will provide all operations, dispatching, vehicle maintenance of the City-owned buses, and certain administrative functions related to these services. Fixed route services will be provided Monday through Friday between 6:00 a.m. and 7:00 p.m., and Saturday between 9:00 a.m. and 4:00 p.m. DAR and ADA paratransit service will be provided on demand, during the same days and hours as the fixed-route service.

Our confidentially proposed General Manager for the program will be supported by our confidentially proposed Safety and Training Manager and our Maintenance Manager Adam Perriera. These individuals will oversee a team consisting of approximately 13 vehicle operators, a road supervisor, a Lead Dispatcher, one full-time and one part-time dispatcher, and a utility worker. All MTM Transit staff will be fully dedicated to the operation of MT. As detailed in ***Section 9. Staffing Plan*** on **page 109**, most of our Manteca Transit operations employees will work on a full-time basis. The only part-time position in our staffing plan is one dispatcher. To promote stability and offer a better environment for our employees, MTM Transit is committed to maximizing the number of full-time shifts offered to the Manteca Transit operators. This will allow them to qualify for benefits and provide a more stable workforce. As outlined in our staffing plan, we will have 13 full-time operators. Our priority will be to fill as many positions with incumbent staff as possible, and then recruit additional staff as needed from the local market. For all positions represented by the local union, MTM Transit will adhere to the Collective Bargaining Agreement (CBA) requirements and work closely with the union to ensure labor harmony.

Trip booking will be handled by our dedicated dispatchers. Dispatchers will also monitor the provision of service and make real-time adjustments to service on the street as needed to keep routes running on time. We take pride in delivering service with a focus on operational efficiency and knowing that we do things right the first time. Our well-trained dispatchers will optimize schedules for maximum efficiency, saving our operators and passengers time. Our executives and expert trainers will provide thorough and ongoing training for our proposed Reveal routing, scheduling, and dispatching software. Our affiliate MTM owns Reveal, allowing us to provide in-house support that will prevent the City and our local team from having to "wait in line" with outside vendors to receive assistance.

MTM Transit staff will work from the City-provided Transit Operations Facility. Our staff will unlock the front lobby doors on weekdays at 8:00 am and on Saturdays at 9:00 am, and keep the building staffed and open to the public until 5:00pm on weekdays and 4:00pm on Saturdays. During hours of operation, our staff will provide friendly customer service to the public, and sell transit passes, tickets, and other fare media from this location.

We will perform trips using the MT-provided fleet using fuel supplied by the City at the Manteca Corporate Yard, the Waste Quality Control Facility, or other locations approved by the City. We plan to outsource maintenance to Sunshine Auto Care, Inc. which is a family-owned shop located at 1003 Moffat Boulevard in Manteca, just one mile from the Manteca Transit facility. Sunshine Auto Care staffs ASE-certified technicians and has provided similar fleet maintenance service in Manteca since 1986. Our proposed Maintenance Manager Adam Perriera will oversee the maintenance vendor and all maintenance activities, tracking and scheduling preventative maintenance, and providing light repairs and technology maintenance as needed.

Adam will also have oversight of our utility worker who will be responsible for vehicle cleaning and ensuring the appearance of the fleet is a positive reflection of the program. Operators will perform pre-trip inspections of each vehicle prior to entering service for the day. If an issue is identified, the operator will immediately report it, and depending on the severity, the vehicle will be prevented from entering service if a potential safety or other critical concern is identified. Vehicles will also be inspected at the end of each shift.

Our vehicle operators will provide timely and safe service for each of these programs and communicate regularly with our dispatchers. Operators will be appropriately uniformed, greet passengers, and provide riders with assistance boarding and existing the vehicles as necessary. They will be polite and pleasant but minimize conversations while the vehicle is in motion. As they complete their route, operators will document the status of trip provision through the Reveal in-vehicle tablets. MTM Transit will ensure all operators are trained on the appropriate use of tablets and will require them to log into the system as part of their pre-trip process. Each arrival and departure will be documented on the electronic manifest, and operators will also confirm fare collection and record no-shows on the device. We will regularly monitor data from the tablets and make necessary day-of-service route modifications, resulting in seamless communication between dispatch and operators, as well as increased service and productivity levels. Additionally, our road supervisor will continually evaluate operator performance and adherence to all program standards and safety initiatives.

Safety is a top priority for the City, and at MTM Transit, we maintain a safety-focused culture and consider safety to be every employee's responsibility. We will ensure safe MT operations through extensive training and screening procedures; a thorough quality assurance program including road supervision and on-board camera footage review; and a generous operator incentive program that encourages operators to focus on safe vehicle operation.

Prior to transporting passengers, all operators will complete comprehensive training that includes an orientation of the service and area, equipment on vehicles, passenger sensitivity and assistance, emergency situations, and defensive driving. They will also be required to complete a comprehensive screening that includes initial and ongoing drug and alcohol testing and MVR checks. Our training has resulted in industry leading safety results and low accident rates across our book of business, but in the event an accident or incident occurs, we will immediately notify the City and provide a complete written investigation.

Our local management team, supported by our corporate executives, will regularly monitor program quality and efficiency using data from the Reveal routing, scheduling, and dispatching (RSD) system. We will generate reports and dashboards to ensure we are meeting or exceeding all program metrics. We will share these reports, and any suggestions for improvement with the City. We will also review data from our proposed camera system and from our TrackIt system for documenting road supervision activities, to identify additional areas for improvement or supplemental training needs.

2. References

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.)

We have provided a list of all MTM Transit contracts in ***Section 1. Organizational Information, Experience*** on **page 13**. Additionally, we have provided additional detail below for five current transit contracts of comparable size, scope, and complexity to the City. We are proud of all our contracts and would be happy to share similar information for any of the other programs we operate upon the City's request.

CITY OF TRACY, CALIFORNIA

The City of Tracy awarded MTM Transit the contract to implement and operate the TRACER fixed route and complementary ADA paratransit services in 2016. In August 2020, we expanded service with the TracerPLUS on-demand pilot operation, which is a microtransit program. In July 2021, the City re-awarded the contract to MTM Transit for a full five-year term.

MTM Transit initially implemented the TRACER program in less than a month. Upon contract award, we quickly secured a maintenance facility, inspected all vehicles, implemented Routematch dispatching software with new tablets, and installed idrive on-board cameras. We also provided the City with four brand new service vehicles to supplement its fleet and retained 98% of the incumbent workforce.

Throughout our tenure operating TRACER, MTM Transit has realized several service improvements. We reduced road calls by 77% in our first 90 days of operation, and we continue to provide quality maintenance. We have passed all state vehicle inspections and helped the City inspect and receive delivery of brand new Gillig transit buses. Our local team also helped the City establish a presence for TRACER on Google Transit, giving passengers better access to service information for easier route planning. Finally, we migrated the program to Reveal software, which is the same software we are proposing for the Manteca Transit program.

MTM Transit also helped the City implement the TracerPLUS on-demand program in August of 2020, through which passengers can book trips via TransLoc mobile app or by calling our reservationists. Regional Vice President Scott Transue, the General Manager, and the Operations Manager coordinated with the City to implement the service and secure TransLoc as the software for this program.

City of Tracy, California

Address:	50 East 6th Street Tracy, CA 95376	Contract Term:	August 2016 to Present
Contact Information:	Ed Lovell, Management Analyst II 209-831-6204 ed.lovell@ci.tracy.ca.us	Annual Contract Value:	$3.1 million *(Confidential)*
Description of Services:	Transportation operations – reservations, scheduling, dispatching, vehicle operations, and vehicle maintenance, as well as staff recruitment, hiring, training, and management – for the TRACER Fixed Routes and Paratransit Public Transportation System and the TracerPLUS on-demand microtransit service		

Cascade East Transit (CET): Bend, Oregon

In September 2021, MTM Transit began operating the urbanized portion of transit services within Deschutes County, Oregon on behalf of Cascade East Transit (CET). MTM Transit currently operates ten fixed routes and a separate ADA paratransit service for areas within three-quarters of a mile of the fixed route service area. CET handles reservations, scheduling, and dispatching for these services, while MTM Transit operates 25 vehicles for the fixed routes and approximately 45,000 annual paratransit trips.

MTM Transit's partnership with CET has led to a significant turnaround as it relates to metrics on operator retention and recruitment, on-time performance, customer complaints, and labor relations with the local union. For example, MTM Transit undertook the service in a reduced service capacity due to the COVID-19 pandemic. We have devised, through our subject matter expertise, a strategy to increase core services back into the fixed route portion of our contract; we are working with CET to incrementally increase revenue service hours and the provision of additional operators in an operator-deficit environment, while maintaining a high retention rate among our incumbent operators. Further, even though we are currently operating reduced fixed route services, MTM Transit has never lapsed in its commitment to the provision of ADA paratransit services for CET customers.

Our partnership with CET has facilitated longer term conversations around microtransit and the introduction of versatile technological tools to better facilitate the scheduling intake process when booking rides, tracking payments, and optimizing quality of service on a per trip basis. MTM Transit's ongoing expertise in paratransit scheduling has also led to a substantial decrease in overtime, thus resulting in a positive revenue hour rate to CET for the facilitation of additional service in other underserved areas.

Cascade East Transit (CET)

Address:	1250 NE Bear Creek Road Bend, OR 97701	Contract Term:	September 2021 to Present
Contact Information:	Andrea Breault, Director 541-699-2386 abreault@coic.org	Annual Contract Value:	$2.1 million *(Confidential)*
Description of Services:	Transportation operations – vehicle operations, as well as staff recruitment, hiring, training, and management – for CET's Bend fixed route and dial-a-ride services		

Regional Transportation Commission (RTC) of Washoe County: Reno, Nevada

The Regional Transportation Commission (RTC) of Washoe County in Reno, Nevada selected MTM Transit to operate its ACCESS paratransit system in April 2017. With less than three months for implementation, we quickly recruited incumbent and new staff and began training focused on customer service and safety. Seven MTM Transit executives were on site with our training and human resources teams to oversee implementation.

MTM Transit inherited a very unhappy incumbent workforce, and there was a poor relationship with the union. We developed a strong partnership from day one with the Teamsters Local 533 union, and we met with employees as soon as we won the contract to explain our goal of creating a positive work environment. We completed a new collective bargaining agreement (CBA) with the union in less than a week.

MTM Transit implemented an award-winning training platform from the Transit and Paratransit Company (TAPCO) that focuses on changing operator behavior to reduce accidents and increase professionalism. Under the previous contractor, an average of five employees were calling off work each weekday. After one month of service, call-offs dropped from an average of 25 per week to only three. RTC was pleased with the smooth transition, improved operations, and positive change in employee morale.

RTC's ridership includes 3,600 eligible passengers for ACCESS, and MTM Transit has a staff of more than 70 individuals. We provided 700 trips on our first day of service, with excellent results. We used Trapeze routing, scheduling, and dispatching (RSD) software from July 2017 to May 2018, and we implemented our internal software, Reveal, in June 2018, which has also improved productivity. MTM Transit successfully maintains compressed natural gas (CNG) vehicles in this contract.

In November 2019, MTM Transit coordinated with the RTC to launch a new FlexRIDE microtransit service. This service replaced two routes, and it allows passengers to request rides online, or by calling us directly. The program offers exceptional flexibility and is fully on-demand.

In January 2022, MTM Transit deployed our proprietary Mobility Direct ADA Eligibility Software for RTC's staff, replacing the paper process for eligibility requests and determinations.

Regional Transportation Commission (RTC) of Washoe County

Address:	1105 Terminal Way Reno, NV 89502	**Contract Term:**	July 2017 to Present
Contact Information:	Mark Maloney, Director of Public Transportation 775-332-2136 mmaloney@rtcwashoe.com	**Annual Contract Value:**	$6.6 million *(Confidential)*
Description of Services:	Transportation operations – reservations, scheduling, dispatching, vehicle operations, and vehicle maintenance, as well as staff recruitment, hiring, training, and management – for the ACCESS paratransit system and FlexRIDE microtransit service		

Martin County, Florida

MTM Transit began operating paratransit and fixed route services for Martin County, Florida, in October 2020. We provide dispatch, maintenance, hiring, training, and management for a ridership of 102,000 fixed route and nearly 4,000 ADA paratransit passengers. Immediately upon taking over the program, we successfully changed the employee culture by focusing on safety, professionalism, and accountability while building morale. We also established a positive working relationship with the Amalgamated Transit Union that represents the employees and had a collaborative relationship in place before the contract went live. Within 90 days of go live, MTM Transit's leadership team was able to reduce service KPI deficiencies by 80% over the previous contractor.

Over the past three years, by working closely with our client, we were able to enhance routes for better efficiency and increase the number of passenger trips by 25%. Additionally, MTM Transit has maintained 100% preventative maintenance compliance and has reduced road calls by 50% for the entire fleet. On a monthly basis, we are averaging 97% on-time performance for paratransit with zero missed trips since the start of this contract. Because of our exceptional customer service, we are only averaging two complaints per month for the fixed route service and have not had a single paratransit complaint since we took over the contract. We also have an incredibly low accident rate with only nine preventable accidents in our three-year tenure. MTM Transit also works closely with Martin County to make suggestions to boost fixed route ridership. One suggestion we made recently that has been well-received by the ridership is the installation of new bus stop signs with QR codes that allows passengers to easily locate buses.

Martin County, Florida

Address:	2401 SE Monterey Road Stuart, FL 34996	**Contract Term:**	October 2020 to Present
Contact Information:	Ash Beecher, Transit Administrator 772-288-5783 abeecher@martin.fl.us	**Annual Contract Value:**	$2.5 million *(Confidential)*
Description of Services:	Transportation operations – dispatching, vehicle operations, and vehicle maintenance, as well as staff recruitment, hiring, training, and management – for the MARTY fixed route program and the MARTY Access paratransit program		

Capital Metropolitan Transportation Authority (CMTA): Austin, TX

In May 2014, MTM Transit began providing ADA paratransit services for the Capital Metropolitan Transportation Authority (CMTA) MetroAccess system in the northern region of Austin, Texas. CMTA handles reservations and scheduling for the North Base program, while MTM Transit creates routes; dispatches vehicles through dedicated window dispatching; performs vehicle maintenance; and manages and trains all staff. We provide approximately 140,000 annual trips using a fleet of 75 minivans and 45 paratransit cutaway vehicles. We provide 282,000 annual revenue hours for the North Base program.

MTM Transit improved service with new technology and a security system to protect vehicles and deter vandalism. We also installed a 6,000-gallon fuel delivery system on site to simplify the fueling process and reduce deadhead. To address parking challenges, we implemented a new system in which operators pull their assigned revenue vehicle out and park their personal vehicle in the same spot.

> *"I appreciate everyone's effort and dedication in providing a safe and reliable service."*
>
> **Rafael Villarreal Jr., Contract Performance Manager**
> *Capital Metro Transportation Authority*

After our first five months of service, CMTA recognized MTM Transit for scoring the highest of three Austin-area service providers on performance indicators. CMTA was so pleased with our service, they approved the purchase of 16 additional vehicles to meet increased service demand and complete unanticipated overflow trips. In April 2018, CMTA extended MTM Transit's contract for the North Base operation and added ten more vehicles to the fleet.

CMTA separately awarded MTM Transit the contract to operate the South Base paratransit services for MetroAccess, following a competitive procurement. We began service in October 2018, after a successful four-month transition period. We implemented the program on

schedule and within budget, meeting with CMTA weekly to provide updates on our progress. MTM Transit provides trips for passengers in the southern region of the Austin metro area. This is a much larger operation than the North Base program; we use a fleet of 110 vehicles to provide 294,000 annual revenue hours for the South Base program.

MTM Transit employs 230 staff members for the South Base operation and provides 1,400 trips a day. Like the North Base operation, CMTA handles reservations and scheduling for the South Base program, while MTM Transit creates routes; dispatches vehicles through dedicated window dispatching; provides vehicle maintenance; and hires, trains, and manages all staff.

In August 2019, MTM Transit expanded our partnership with CMTA again as we began operating a new microtransit pickup service from the North Base for neighborhoods in the Austin metro area. The microtransit service, Pickup, provides transportation to neighborhoods where the population is too small to support a fixed route bus. This service uses Via technology; passengers book trips through the Via app on their cell phones to travel anywhere within their zone. After multiple expansions, MTM Transit now operates 48 cutaway vehicles within ten zones for this operation.

Throughout our tenure, MTM Transit has worked collaboratively with CMTA to develop and deliver innovative solutions to better serve the Austin community. For example, in June 2020, MTM Transit helped CMTA kick-off their Mobile Hot Spot Program. This initiative uses paratransit vehicles and fixed route buses to bring internet access to areas without reliable Wi-Fi service. Providing internet access is incredibly important to the community, so people can stay connected to work, school, family, and friends. This service was particularly valuable to the community during the COVID-19 pandemic when so many people were staying home. Our operators use out-of-service paratransit vehicles to deliver Wi-Fi to eight locations throughout the Austin area.

Additionally, CMTA separately contracts MTM Transit to conduct approximately 1,500 ADA paratransit assessments annually. We have provided this service since 2015, allowing us to decrease paratransit demand by providing accurate eligibility determinations. MTM Transit schedules assessments, performs in-person interviews, conducts physical and cognitive

functional assessments, makes eligibility determinations, notifies applicants, and refers individuals to travel training. MTM Transit is proud of the quality service we provide for CMTA, which helped the agency earn 2019 Outstanding Metro Transit System of the Year by the Texas Transit Association.

Capital Metropolitan Transportation Authority (CMTA)

Address:	2910 East 5th Street Austin, TX 78702	**Contract Term:**	May 2014 to Present
Contact Information:	Chad Ballentine, VP of Demand Response & Innovative Mobility 512-609-1559 chad.ballentine@capmetro.org	**Annual Contract Value:**	$30.0 million *(Confidential)*
Description of Services:	Transportation operations – scheduling, dispatching, vehicle operations, and vehicle maintenance, as well as staff recruitment, hiring, training, and management – for the MetroAccess paratransit system in both the North Base and South Base programs and Pickup microtransit service in the North Base program; ADA eligibility assessments		

3. Prior Performance Record

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.

MTM Transit has broad experience operating similar programs, and we are confident we can operate the program successfully, working closely with the City to achieve your goals and vision for cost-effective, efficient, and affordable transportation services. In addition to our successes outlined below, the project summaries in ***Section 2. References*** on **page 21** provide specific examples of our transit service experience and demonstrate our abilities to successfully transition the program and deliver excellent results to the City of Manteca.

Successful Start-Ups

MTM Transit is highly accomplished at successfully performing transitions and implementations of small, medium, and large-scale transit programs. MTM Transit has successfully transitioned and implemented several transportation operations contracts recently; detail on our three most recent start-ups is provided below.

- **Salem Area Mass Transit District (SAMTD), Salem, OR – January 2023.** In our most recent implementation for Salem Area Mass Transit District (SAMTD), we expanded our call center and assessments partnership to include the operation of turnkey ADA paratransit, a fixed-route shopper shuttle, and dial-a-ride services. Upon notice to award, we began working immediately to transition and implement the additional services to MTM Transit. The successful implementation was made possible by the collaboration between our PMO, People and Culture, IT, Finance, Legal, Safety and Training, and Maintenance teams. We used our already strong relationships with the internal and external stakeholders to add this new component to our service portfolio for SAMTD; these strong relationships relied on our open communication system that allowed for a smooth, successful transition and implementation. Since start-up, MTM Transit's partnership with SAMTD has led to drastic, positive turnaround as it relates to metrics on operator retention and recruitment.

- **County of Hawai'i Mass Transit Agency (MTA), Hilo, HI – January 2023.** Another recent implementation was for the County of Hawaii. This program involves direct ADA paratransit operations which went live on January 1, 2023, with an ADA assessment and travel training program launching in the next few months. We had just 30-days to transition the program, hire new operators, conduct training, and establish a new operations and maintenance facility. We also were responsible for coordinating the installation and training for a new software system for routing, scheduling, and dispatching (RSD) functions. MTM Transit is continuing to refine operations and working to launch the assessment and travel training program, but paratransit service delivery was seamless on the go-live date.

- **Cascade East Transit (CET), Bend, OR – September 2021.** In our recent transition and implementation for Cascade East Transit (CET) in Bend, Oregon to operate fixed routes and ADA paratransit service, we began working immediately to transition and implement the service to MTM Transit. We also started forming strong relationships with all the internal and external stakeholders; these strong relationships began by establishing an open communication system that allowed for a smooth, successful transition and implementation. Since start-up, MTM Transit's partnership with CET has led to a significant turnaround as it relates to metrics on operator retention and recruitment, on-time performance, customer complaint ratio, and labor relations with the local union.

Ridership Improvement, On-Time Performance, and Cost Containment and Productivity

MTM Transit is a collaborative partner to our clients, and always seeks to help them improve their programs. **Figure 5** highlights some of the service improvements we have made to ridership, on-time performance, productivity, and cost containment in similar contracts that we believe are relevant to the operation of Manteca Transit.

Program	Improvements
Reno, NV	▶ Incumbent workforce was unhappy and there was a poor relationship with the union. We met with employees immediately, developed strong relationship with union, and completed new CBA in less than a week. ▶ Implemented TAPCO training platform focused on changing operator behavior to reduce accidents and increase professionalism.

Program	Improvements
	▶ After one month of service, call-offs dropped from an average of 25 per week to only three per week. ▶ Implemented Reveal RSD software in June 2018, improving productivity. ▶ Implemented a new microtransit service in November 2019, which has expanded multiple times due to high demand. ▶ Deployed our proprietary Mobility Direct ADA Eligibility Software in January 2022, used by client's staff, replacing paper process.
Austin (North), TX	▶ Introduced new technology and a security system to protect vehicles and deter vandalism. ▶ Installed a 6,000-gallon fuel delivery system on site to simplify the fueling process and reduce deadhead. ▶ Implemented a new system in which operators pull their assigned revenue vehicle out and park their personal vehicle in the same spot to address parking challenges. ▶ Implemented a new microtransit service in August 2019.
Eugene, OR	▶ Increased efficiency and improved customer service in reservations, scheduling, dispatching, and operations through use of Trapeze. ▶ Dramatically improved run-cut optimizations, route bids, training, safety programs, and performance. ▶ Within months of implementation, client noticed a major change in employee culture, which, in turn, improved morale and customer service. ▶ Implemented a program offering directly operated and brokered transportation services.
Tracy, CA	▶ Implemented a pilot microtransit service in August 2020 which has since grown exponentially, resulting in expansion of hours and days of service. ▶ Successfully negotiated and transitioned union operations, retaining 98% of the incumbent staff. ▶ In our first 90 days of operation, we exceeded performance requirements, including reducing road calls by 77%.
Conroe, TX	▶ Grew ridership from 20 to over 100 passengers per day within the first weeks, and it continues to increase. ▶ Added two fixed routes, vehicles, and operators to the service in August 2018, while maintaining an on-time performance of 99%.

Program	Improvements
Orange County, NY	▶ Managed a 21% increase in paratransit trip volume within the same budget, while decreasing trip denials by 50%. ▶ Improved on-time performance and reduced accidents and road calls.
Allegan County, MI	▶ Reduced the overall expenses by 24% over the previous contractor after we began operations in 2011, while simultaneously reducing trip denials.
Perrysburg, OH	▶ Implemented Reveal to coordinate better routing and grouping options. ▶ Cut trip times by 13%, reduced late trips by 56%, and decreased trip cancellations by 7%. ▶ Increased ridership by 9%, improved productivity by 15%, and maintained on-time performance of 99.7%.
Martin County, FL	▶ Incumbent staff and operators were unhappy with the previous contractor. We successfully changed the culture focusing on safety, professionalism, and accountability while building morale. ▶ Improved safety and reduced accidents with enhanced operator training.

Figure 5: Examples of Program Service Improvements. *Highlights of service improvements we have made in similar contracts.*

MTM Transit's Safety Record

MTM Transit is proud of our industry-leading safety record, which is a direct result of our commitment to safety and the strength of our training programs. We have one of the lowest accident frequency rates (AFRs) in the industry, and we maintain and exceed all local, state, and federal safety standards. For 2022, MTM Transit provided trips travelling more than 13.5 million miles and ended the year with a 0.13 NTD AFR across all contracts. Our average number of revenue miles between preventable accidents for 2022 was 85,228. Please see ***Section 11. Safety, Security Programs, and Risk Management*** on **page 130** for details on our safety record over the past several years, including our annual miles between accidents and our accident frequency rate.

36-Month Prior Performance Record

In addition, include 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.

In the tables below, MTM Transit has provided the requested 36-month performance information for five clients, additional detail on these programs is provided in ***Section 2. References*** on **page 21**.

City of Tracy, California

	2020	2021	2022
Revenue Service On-Time Performance	FR: 95% Para: 90%	FR: 90% Para: 85%	FR: 90% Para: 87%
Complaints per 100,000 Passengers	21.54	15.0	32.0
Chargeable Accidents per 35,000 Miles	.92	.40	.18
Miles Between Road Calls	40,800	34,841	64,138
Liquidated Damages (Number, Dollar Amount, and Category)	None	None	33 LDs totaling $44,000 for service standards, reporting, and staffing

Cascade East Transit (Bend, OR)*

	2020	2021	2022
Revenue Service On-Time Performance	88%	90%	93%
Complaints per 100,000 Passengers	*57.38*	*32.33*	14.64
Chargeable Accidents per 35,000 Miles	*1.29*	*0.61*	0.68
Miles Between Road Calls	*N/A (Not part of contract)*	*N/A (Not part of contract)*	N/A (Not part of contract)
Liquidated Damages (Number, Dollar Amount, and Category)	*N/A*	*N/A*	None

***Note:** MTM Transit took over the contract on September 1, 2021. Previous annual data is provided for reference.*

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Regional Transportation Commission of Washoe County (Reno, NV)

	2020	2021	2022
Revenue Service On-Time Performance	97.57%	86.22%	84.23%
Complaints per 100,000 Passengers	.76	1.12	1.3
Chargeable Accidents per 35,000 Miles	.27	.08	.27
Miles Between Road Calls	49,202	38,954	52,780
Liquidated Damages (Number, Dollar Amount, and Category)	2 LDs totaling $10,700 for late pickup, trip length, accidents, and hold time	0	6 LDs totaling $50,950 for OTP, late pickup, trip length, productivity, road calls, vehicular collisions, and hold time

Martin County, FL

	2020	2021	2022
Revenue Service On-Time Performance	FR: 80% Para: 100%	FR: 83% Para: 98%	FR: 82% Para: 97%
Complaints per 100,000 Passengers*	FR: 2/month Para: 0.0	FR: 2/month Para: 0.0	FR: 2/month Para: 0.0
Chargeable Accidents per 35,000 Miles	FR: 0 Para: 0	FR: 4 Para: 0	FR: 3 Para: 0
Miles Between Road Calls	7,670	31,189	32,353
Liquidated Damages (Number, Dollar Amount, and Category)	FR: 70 early departure; 9 missed stops totaling $11,850 Para: 2 early pick up totaling $200	FR: 39 early departure; 38 late departure totaling $11,550 Para: None	FR: 24 early departure; 19 late departure totaling $6,450 Para: None

**Our Martin County contract does not track complaints per passengers, but fixed route service averaged two complaints per month; this program has not had a single paratransit complaint in the past three years.*

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Capital Metropolitan Transportation Authority – North Base (Austin, TX)

	2020	2021	2022
Revenue Service On-Time Performance	96.88%	97.27%	94.41%
Complaints per 100,000 Passengers	1.21	1.124	0.918
Chargeable Accidents per 35,000 Miles	0.35	0.32	0.41
Miles Between Road Calls	31,283	28,471	32,590
Liquidated Damages (Number, Dollar Amount, and Category)	2 missed service; 2 miles between road calls; 4 for AFR; 1 complaints; 8 missed trips totaling $33,900. ($80,879 paid in incentives)	10 missed service; 4 miles between road calls; 4 for AFR; 6 for on-time departure; 12 for missed trips totaling $91,600. ($73,700 paid in incentives)	12 missed service; 3 for AFR; 9 for on-time departure; 12 for missed trips totaling $139,270. ($100,200 paid in incentives)

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4. Personnel

MTM | Transit

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.

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.*

LOCAL MANAGEMENT TEAM

MTM Transit will provide all management, supervision, training, bus operators, dispatchers, clerks, service workers, telephone information operators, and other personnel required to responsibly operate the MT public transit system ***(2.2.2)***. MTM Transit is pleased to propose a solid local management team who will work together with the City for program success. As noted below, our local management team will consist of 100% dedicated staffing including a General Manager, a Safety/Training Manager, and a Maintenance Manager. We believe these positions are necessary to support the City's missions and goals, as well as the desired growth, expansion, and increased ridership of the operation.

While we are confident in the strength and skillset of our proposed local management team, we are also open to interviewing and vetting any of the current management team, should the City desire. We understand there can be significant value in retaining select managers from incumbent operations as this promotes a smooth transition and enhanced workforce stability.

MTM Transit is willing to consider **retaining one or more members of the current management team**, should the City desire. We will interview and screen any existing managers upon the City's request.

Below, we have outlined each key position and individual we are proposing to hire for the local management team. Resumes for these individuals are included in **Attachment A**.

General Manager | Confidentially Proposed

After a thorough search, MTM Transit is pleased to have found an experienced industry executive to fill the role of General Manager for the City's contract. This individual has requested we keep their name and resume confidential; therefore, we request the City not disclose this information. MTM Transit has discussed the project in depth with our candidate, and we are confident they will perform exceptionally as General Manager; however, they will be subject to the City's approval prior to hiring. This individual will be 100% dedicated to the City and will be full-time, on-site for the City's program to provide overall management and supervision of the Manteca Transit operations. Our General Manager candidate meets all RFP requirements for the position. Their previous accomplishments, leadership skills, safety record, community engagement, and dedication to cultivating the culture of the City will make them an exceptional choice for the role. This individual is excited to join the MTM Transit team, relocate to Manteca, California, and serve as General Manager for the City's program ***(2.2.3)***.

As General Manager for the City, this individual will have full authority to make day-to-day decisions regarding the operation of the City's services and will ensure the daily operation of the contract runs smoothly. They will work collaboratively with corporate support, mainly Regional Vice President Scott Transue, for the most appropriate and cost-effective delivery of transportation services. Our proposed General Manager will act as the internal liaison between MTM Transit and the City to maintain our compliance with all contractual requirements. This individual will continuously analyze program and service needs and productivity, identifying and resolving potential areas of improvement. They will always be available to the City to discuss operations and answer any questions. This individual will meet regularly with the City, and the City will be able to rely on them to monitor all aspects of operations, including quality of service, accidents and complaints, safety, and personnel performance. Our confidentially proposed General Manager's resume and letter of commitment to the Manteca program may be found in **Attachment A**.

Safety and Training Manager | Confidentially Proposed

MTM Transit is pleased to propose an experienced Safety and Training Manager for the City's contract. This individual has requested we keep their name and resume confidential; therefore, we request the City not disclose this information. MTM Transit has discussed the project in depth with our candidate, and we are confident they will perform exceptionally as Safety and Training Manager; however, they will be subject to the City's approval prior to hiring. This individual will be 100% dedicated to the City and will be full-time, on-site for the City's program to provide overall management and supervision of the Manteca Transit operations. Our Safety and Training candidate meets all RFP requirements for the position. This individual is excited to join the MTM Transit team and serve as Safety and Training Manager for the City's program.

As Safety and Training Manager, this individual will oversee operator training, conduct operator evaluations, assist with safety regulation compliance and enforcement, oversee road supervisors, conduct safety audits, and run safety meetings. They will be responsible for ensuring we meet all OSHA, state, local, and federal safety requirements, as well as the City's standards. Our Safety and Training Manager will coach staff and operators on our culture of safety and oversee all FTA drug and alcohol testing. They will ensure the safety and high-quality transportation experience for our passengers while operating within the budget of the contract. With their combined experience, knowledge, and skills, MTM Transit has confidence in our confidentially proposed Safety and Training Manager's abilities to successfully serve as the Safety and Training Manager for the Manteca Transit program. This individual's resume and letter of commitment to the Manteca program may be found in **Attachment A**.

Maintenance Manager | Adam Perriera

MTM Transit is pleased to propose Adam Perriera as Maintenance Manager for the City's program. Adam brings over a decade of vehicle and managerial experience to the program along with years of continuous training and professional development activities to maintain current knowledge of rapidly advancing automotive technologies. In Adam's previous role as Service Manager for Swier Tire, he introduced and implemented safety guidelines, managed staff including training and overseeing work performance, and reduced overall costs for the company.

As Maintenance Manager for MT, Adam will oversee the daily maintenance operations including scheduling and forecasting preventative maintenance inspections. He will also train and oversee the productivity of our utility worker and maintenance vendor and assist with the development, monitoring, and enforcement of policies and safety standards. He will ensure the entire Manteca Transit fleet receives scheduled preventative maintenance and timely repairs that meet contract requirements. He will also be responsible for recording all maintenance activities within the AssetWorks FleetFocus Fleet software, along with all reporting requirements related to vehicle maintenance and upkeep. Although we are outsourcing the majority of maintenance, Adam will perform light repairs as needed to ensure vehicles leave the yard on time and to promote maintenance efficiency. In addition to serving as the Maintenance Manager, he will also serve as the required maintenance mechanic who will be on-site at the Manteca Corporation Yard each morning 30 minutes prior to pull-out to inspect vehicles ***(2.3.4)***, ensuring a smooth on-time start to each service day. His resume and letter of commitment can be found in **Attachment A**.

Road Supervisor

Our Road Supervisor will proactively ensure reliable transit services, identifying solutions to minimize service disruptions, and verifying that operators always maintain a professional, fair, and friendly demeanor. This individual will conduct all road supervision activities and will be responsible for monitoring performance through on-street observations, operator evaluations, regular radio check-ins, and live and real-time notifications of late/missed trips. S/he will also assist lost vehicles as indicated through the operator tablets and will help monitor footage from the on-board camera system.

Lead Dispatcher and Dispatchers

MTM Transit's plans to hire one full-time lead dispatcher who will be responsible for managing day-to-day route and trip operations, coordinating daily activities with all operators to ensure safe and timely service to passengers, and ensuring consistent communication with operators, MTM Transit, and the City staff as appropriate. He or she will also maintain control of the fleet to minimize wait times or in response to emergency situations. It is our intent to interview and hire qualified incumbent dispatchers and select one as our lead dispatcher.

We also intend to hire one full-time and one part-time dispatcher to provide additional assistance and information to transit center customers, answer calls/requests, verify passenger eligibility, and schedule, adjust, and monitor trips on a daily basis. They will also process and certify ADA and Senior Paratransit applications, review final routing to ensure performance standards are met, and produce productive schedules to accommodate passenger needs, vehicle availability, and efficiency, using the fewest operator hours possible.

Utility Worker

MTM Transit will hire one full-time utility worker who will be responsible for cleaning the vehicle interiors. This individual will also help keep the transit center clean during normal hours of operation and conduct daily walk-throughs to identify graffiti or other issues. Additionally, our utility worker will check Daily Vehicle Inspection (DVIs) forms and fluids, record mileage, and assist with farebox collection.

ORGANIZATIONAL CHART

The organizational chart in **Figure 6** outlines our proposed local staff for this program and demonstrates how they fit into the overall structure of our organization.

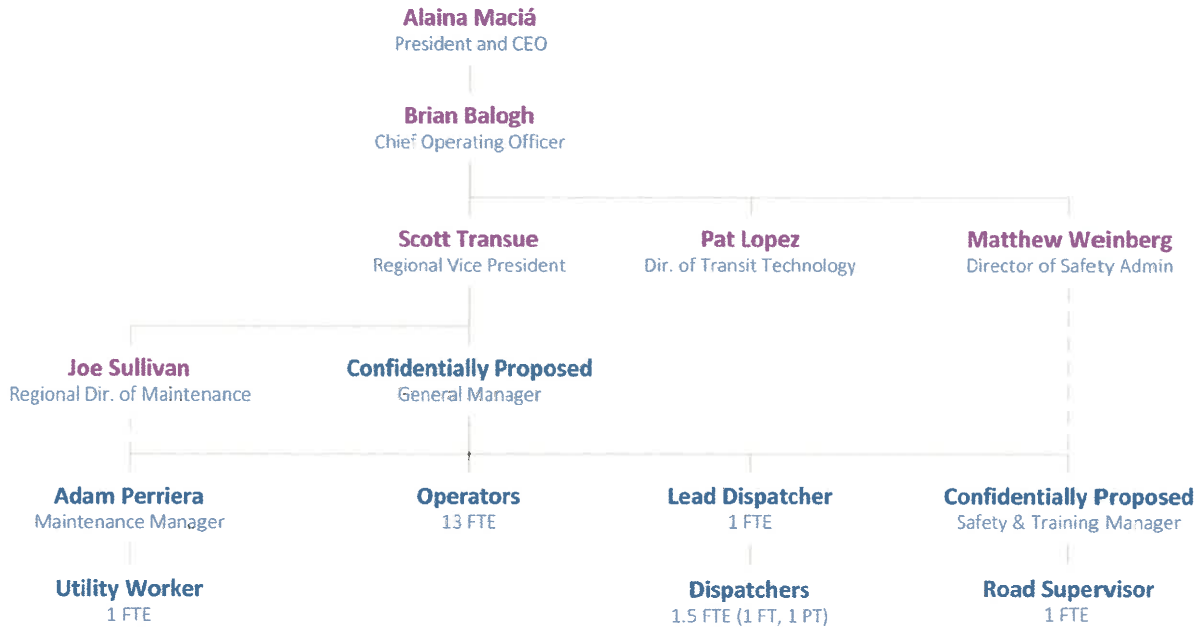


Figure 6: Proposed Organizational Chart. *MTM Transit's organizational structure provides efficient lines of report and allows for clear communication.*

As shown in the organizational chart, MTM Transit's reporting structure is streamlined to facilitate quick response to issues and open lines of communication, allowing for clear, transparent communication among staff and between management levels. Our employees know that they can reach out to their direct manager, as well as our corporate leadership team, at any time.

CORPORATE LEADERSHIP TEAM

MTM Transit will provide a level of executive support unmatched by any competitor. We recruit and hire some of the most talented individuals from the industry, as outlined below. Our corporate leadership team has implemented and managed hundreds of public transit programs for major transit agencies in the industry. Their backgrounds are relevant to this contract and include experience with paratransit, dial-a-ride, fixed route, transportation logistics and operations, quality management, and financial management. We provide resumes for these individuals in **Attachment A**.

Regional Vice President | Scott Transue

Scott brings a unique perspective to MTM Transit thanks to his extensive experience during his 20-year career working for various transit agencies, including 12 years in management. Scott joined MTM Transit in November 2016 and currently oversees operations in the Western part of the U.S., using a hands-on approach to program direction to ensure all clients receive personal, specific support. Prior to joining MTM Transit, Scott served as Vice President and Chief Operating Officer for a competing company in Los Angeles, California for over four years, where he oversaw a community transit program that provided fixed route and demand responsive services. In addition, Scott worked for San Diego Metropolitan Transit System (MTS) for eight years as a Transit Operations Specialist/ADA Manager, where he managed operations of assigned transit services. Further, Scott has extensive experience managing fixed route, paratransit, and microtransit programs and oversees our current operation for the City of Tracy, California.

In addition, Scott has experience working within union environments, including negotiating Collective Bargaining Agreements (CBAs), administering them for both fixed route and paratransit operations, and working with staff to manage the terms of each agreement. He has participated in grievance hearings and other processes related to union rules and regulations, and he has been the designated company representative for union elections. Scott has always maintained strong, positive relations with the unions he has worked with, including with the Teamsters union that represents the Manteca workforce, which is the same union that represents our Tracy staff. We have provided a Letter of Reference from Teamsters in **Attachment D**.

Scott will be responsible for the oversight of the City's contract. Our confidentially proposed General Manager will report directly to Scott, and they will both execute all start-up activities, evaluate program effectiveness, and make changes to deliver quality service. Scott will ensure a smooth implementation and support the overall program. He will be heavily involved, present, and actively engaged throughout the transition and start-up processes. He will also make regular in-person visits throughout the contract term. Scott will empower our proposed General Manager to make decisions independently in support of the City program needs, while providing operational support as necessary.

Regional Director of Maintenance | Joe Sullivan

Joe joined MTM Transit in October 2017 and currently oversees MTM Transit's maintenance activities for our contracts in the western part of the United States. He assists our local teams in properly maintaining vehicles through on-time preventative maintenance inspections, repairs, and bodywork. Joe has 14 years of experience in the fleet maintenance industry. Prior to joining MTM Transit, Joe held the positions of Heavy-Duty Transit Bus and Light Truck Technician, Lead Technician, and Fleet Maintenance Manager for MV Transportation. Joe is an ASE-Certified Master Technician and has experience in alternative fuel vehicles, multiplex electronic control systems, and Intelligent Transportation Systems (ITS) equipment that includes electronic fare boxes, automated customer counters, and smart card fare collection systems. In 2015, he was awarded the American Public Works Association Professional Manager of the Year in Public Fleet for the Sacramento Chapter.

Joe will oversee all aspects of the City's maintenance program. He has managed fleets similar in size and scope to the MT fleet and will provide excellent support to our local team. He will work with Maintenance Manager Adam Perriera and our local maintenance team to provide safe, timely, high quality preventative maintenance and repair for all City vehicles. In addition, Joe will work with vehicle equipment manufacturers to provide training and resources for local mechanics and maintenance staff on new vehicle technologies. Joe will readily support the maintenance staff for the City and has experience with union mechanics.

Director of Safety Administration | Matt Weinberg

Matt is a 20-year veteran of the transit industry and is responsible for standardizing training and safety culture programs for MTM Transit staff to maintain high quality, safe transportation nationwide. Matt is a Certified Safety and Health Manager (CSHM) who brings a wealth of knowledge and transit safety expertise to MTM Transit. Most recently, he served as National Safety Director for one of the largest transit companies in the nation, overseeing company-wide regulatory compliance, training, and safety processes and procedures. Matt also has experience working hands-on in the field as a Route Manager and an Assistant General Manager, as well as the Area Director of Safety at National Express LLC. Throughout his career, Matt has implemented numerous training programs and led operations to reduce accident and injury rates.

Matt oversees our award-winning safety and training programs, which are aimed at ensuring high quality, safe transportation for passengers nationwide. He also oversees, updates, and enforces our Safety Management System (SMS), System Safety Program Plan (SSPP), Public Transportation Agency Safety Plan (PTASP), Emergency Preparedness Plan, and Drug and Alcohol Policies across our book of business. Matt also directs and conducts company-wide operational safety audits, and facilitates creative safety initiatives like regular safety blitzes, as well as our exclusive Master Operator and Zero Accident Philosophy (ZAP) programs. Additionally, Matt coordinates with our corporate team, and our local management teams to meet MTM Transit safety goals, training objectives, and to maintain compliance with local, state, and federal regulations. His broad experience will bring a focus on safety and creative incentives to MT's program and the Manteca community.

Director of Transit Technology | Pat Lopez

Pat has more than 20 years of experience in management and team leadership in information systems and service delivery, providing strategic planning, architecture, security, infrastructure, and technology solutions. He joined MTM Transit in October 2021 and currently leads MTM Transit's efforts to continuously optimize delivery of services using technology. Prior to joining MTM Transit, Pat spent over 18 years developing, implementing, and supporting Intelligent Transportation Solutions in various roles of increased responsibility. Pat is an Information Technology Infrastructure Library (ITIL) Foundations practitioner and is a Microsoft Certified Systems Engineer. Pat manages ongoing maintenance, support, upgrades, new development, and deployment of transit technology for MTM Transit.

Pat will provide needed support to our local team and the City as it relates to the transit technology used to operate the MT contract, including Reveal and TrackIt. Pat will help ensure all transit technology is implemented properly, meet the needs of the City's program, and stay updated throughout the term of the contract. He will also make sure our local team stays up to date on necessary training for our transit technology solutions.

Chief Operating Officer of Transit | Brian Balogh

Brian leads all MTM Transit operations to achieve contract compliance and efficient quality service. Brian joined MTM Transit in December 2015 and has 28 years of transportation management experience. He brings a wealth of expertise to MTM Transit and focuses on appropriate fiscal management, data retention, transparency with clients, and customer service. He assesses customer satisfaction and implements plans to improve operations, reevaluating as necessary. Brian is also responsible for maintaining budget compliance and developing plans to exceed financial goals. Prior to joining MTM Transit, Brian spent nine years as Senior Regional Vice President for MV Transportation where he oversaw 20 divisions and over 24 contracts across five Midwest states, managing more than 1,500 employees, and overseeing the maintenance of 650 fleet buses. Prior to that role, Brian spent 15 years with Greyhound Lines where he served as the District Manager of Field Operations. In this role, he oversaw nine terminal facilities, 110 commission agencies, 350 operators, and 225 employees in a 14-state area.

Brian also has extensive experience and knowledge in labor relations, which will benefit the City because MTM Transit will be able to create a positive working relationship with the union. He has a degree in Management and Labor Relations from Cleveland State University, and during his tenure with Greyhound, he was a lead negotiator multiple times for the labor relations team for their national CBAs covering thousands of operators and mechanics. He attended the Interest Based Bargaining training with the ATU at the George Meany Center in Washington D.C. Further, Brian has negotiated almost 50 separate CBAs in the United States (ATU, Teamsters) and Canada (CUPE) covering operators, maintenance workers, and office staff. He has built relationships with labor leaders during both negotiation and oversight/ implementation of large national agreements as well as smaller individual operating divisions.

Brian will support Regional Vice President Scott Transue and our local General Manager, assisting as needed during start-up and throughout the contract. He will collaborate with Scott to ensure MTM Transit's performance for the City aligns with all contract requirements. Brian will also regularly monitor the City's reporting to ensure contract compliance and quality.

Regional Director of Sales | Ben Schandle

Ben Schandle is a consultative sales, marketing, and business development leader with more than 15 years of experience. He is highly skilled at assessing transportation agency operations, market opportunities, and community initiatives to develop and implement comprehensive plans for new clients. Ben possesses a strong process improvement mindset with the ability to implement new systems to enhance data-driven decision making, customer service, and process efficiency. Ben is known as a highly effective leader who consistently delivers on goals for his clients.

Ben is committed to MTM Transit's successful transition and implementation of the City's program. He will spend time in-person at least quarterly at the start of the contract and work with our confidentially proposed General Manager, helping with marketing, business development, and community outreach.

Chief People Officer | Kerri Mileski

Kerri leads MTM Transit's Human Resources, Training, and Compliance departments. Kerri focuses on staff engagement and organizational design to streamline MTM Transit's operations. She supervises execution and updates to MTM Transit's award-winning training program for new hire orientations and refresher training to give new and existing employees the tools and skills they need to effectively serve MTM Transit's clients and their passengers. Kerri is a training and education specialist with more than ten years of experience. In her past roles, she has directed a variety of training curricula for corporations and educational programs for learning institutions.

Kerri is also an expert in program development and implementation, executing creative solutions for training staff members of all levels and positions. Kerri and her team will be involved in recruitment, screening, hiring, training, and retention efforts for the MT program, helping the local management team engage all employees so they remain satisfied and receive the benefits and services needed.

President and CEO | Alaina Maciá

Alaina oversees all operations at MTM Transit and is President and CEO of MTM Transit and affiliate MTM. She serves as the executive liaison for contractual and operational matters, and under her leadership, MTM Transit meets and exceeds contract deliverables within the required timeframes. Alaina has been in a senior management role within the transportation industry since 2003, giving her nearly 18 years of experience as an executive. She was the driving force and the visionary behind the creation of MTM Transit in 2009, and her priority is to drive the company to be the leader in high quality transportation. Alaina's vision and passion for ensuring all community services are accessible without barriers, including healthcare, job access, and social services for all persons, including those in need, is what continues to drive MTM Transit forward. She is leading the transportation industry to be focused on a sustainable future with a reduction in climate impact.

Alaina holds a master's degree in business administration from Washington University in St. Louis' Olin School of Business. She is actively involved in the St. Louis community and is a member of the Washington University Institute of Public Health National Council, the St. Louis Chapter of YPO (Young Presidents Council), the St. Louis Regional Business Council, member of the MICDS Board of Trustees, and serves on the Foundation for Barnes-Jewish Hospital.

As a testament to Alaina's effective leadership, she has received many honors including being named one of 2012's Most Influential Businesswomen by the St. Louis Business Journal and being named in the publication's 30 Under 30 class in 2004, 40 Under 40 class in 2011, and 40 Under 40 Hall of Fame in 2020. In 2014, Mass Transit named Alaina to its 40 Under 40 list, and Ernst & Young named her Entrepreneur of the Year in the Midwest Region's Healthcare Services category. In 2018, the St. Louis Business Journal named her on the list of the area's Technology Executives of the Year, and in 2020, she received the St. Louis Business Journal's newest honor, the Business Journal Hall of Fame. Only ten individuals received this honor out of 1,600.

Alaina is highly committed to MTM Transit's partnership with MT and will work closely with the local team to achieve the City's service delivery goals. Alaina is keenly aware that good structure and process delivers reliable and efficient services to all stakeholders, and she promotes this key tenet throughout MTM Transit.

HIRING PROGRAM

MTM Transit successfully recruits and hires qualified and licensed vehicle operators, dispatchers, road supervisors, utility workers, and other staff across our book of business by providing competitive wages and benefits and conducting thorough credentialing during the hiring process. We work diligently to recruit and retain employees who understand the importance of safety and customer service, and we train them to ensure they always operate in the best interests of our passengers.

Recruitment and Retention

All incumbent employees who wish to gain employment with MTM Transit will be given a fair hiring process. For consideration, the employees must meet MTM Transit's qualifications and be in good standing with the City and the current transit service provider. In compliance with California Labor Code, MTM Transit will retain the employees of the existing Manteca Transit contractor for at least 90 days. We will retain those employees, except for reasonable and substantiated cause. We intend to make a written offer of employment to each employee to be rehired, and they will have ten days to respond.

We are dedicated to minimizing the number of employees displaced because of this contract. Further, we understand the value that experienced employees bring to an existing transit program. We have found retaining incumbent employees fosters continuity of service, ensures a smooth implementation, and provides a long-lasting benefit to the community. In fact, in our Tracy, California operation, we retained 98% of the incumbent work force. MTM Transit will work with the union to ensure we retain as many incumbent employees as possible.

MTM Transit historically has an incumbent retention rate **over 90%**.

After we recruit and hire as many of the eligible incumbent employees as possible, our Human Resources department and local MTM Transit implementation team will recruit the additional staff required to execute this contract. We will obtain written approval from the City prior to taking any action regarding staffing, and no key personnel position will be unfilled for a period longer than 60 days.

We post and promote all open positions, along with their applicable descriptions, on various outlets including:

- Local and national recruiting websites such as CareerBuilder, LinkedIn, ZipRecruiter, and Indeed
- State employment/workforce development office
- Local job banks and fairs
- Social media such as Facebook and Twitter
- Local community colleges and universities
- Veteran and community outreach

MTM Transit also works with organizations to recruit individuals with disabilities and veterans, such as TAP and H.E.R.O.E.S. The TAP online portal provides access to a pool of individuals with disabilities, including veterans. Through TAP, MTM Transit posts jobs that reach all 80 of the Vocational Rehabilitation (VR) agencies across the United States. TAP's services include job postings; resume searches by geographic region; recruiter access; and interview capability. MTM Transit also works with H.E.R.O.E.S. Care, a coalition of organizations that provide support to military families.

Recruitment Strategy

As the City knows, it is critical that this contract remains properly staffed. We do not wait for a shortage to occur; rather, we continually recruit and train qualified employees throughout the life of the contract. Our corporate Human Resources department will partner with the local management team during implementation and throughout the term of the contract to assist in recruiting, screening, interviewing, and hiring staff. The Human Resources department has weekly or monthly calls with each of our operating divisions, depending on size and staffing needs, to help local managers are regularly evaluate current and anticipated recruitment needs, enabling them to be proactive in identifying any gaps that may occur.

MTM Transit creates "evergreen" job requisitions for operator positions and is in a continual state of recruitment so that we always maintain a pipeline of qualified candidates we can bring on board quickly. Open positions are promptly recruited for and filled to minimize issues, and we maintain a very low turnover rate across our book of business.

In the event of a vacancy in a key management position, we will temporarily reassign another MTM Transit management team member to take on the responsibilities while we recruit and train the replacement. We will not replace any key personnel without approval from the City.

Improving Operator Recruitment

Across the industry, operator recruitment is a continuous challenge, especially with organizations such as Lyft, Uber, and Amazon competing for a similar employee pool. MTM Transit identifies employee recruitment and operator staffing as our primary objective and has established a taskforce to work toward a goal of 100% operator staffing in all locations. The taskforce consists of corporate Human Resources staff, select managers from our operating locations, and our Regional Vice Presidents. Some of the strategies we have deployed across our book of business, and will deploy for the City, include:

- Utilize a variety of recruitment sites including social media, as well as national and local resources
- Attend job fairs to create awareness
- Offer referral bonuses
- Interview, administer drug tests, and sign-up new employees in a single day to reduce the hiring timeline and minimize situations where individuals find alternative work before we fully process the applicant
- Maintain multiple points of contact from the time of application to the first training class to keep applicants engaged
- Set expectations early, clearly explaining the responsibilities and expectations to prevent employees from opting out later in the hiring or training process

Our taskforce meets weekly to review open positions and optimal staffing, evaluate which recruitment strategies have been most effective, and review the attrition report and exit interview results for each of our locations. The taskforce shares a color-coded dashboard with our entire executive team to ensure transparency throughout the organization. This level of corporate support and engagement in the hiring process is simply unmatched in the industry. While COVID-19 does continue to have an impact, our efforts have historically paid off in nearly every operating location with sites fully staffed, with a wait list of applicants for operator positions.

Union Recruitment and Negotiations

We assure the City that we will fully comply with the laws that govern labor negotiations. We intend to recognize the union and have priced our proposal appropriately to move forward with enhanced wages and benefits, meeting or exceeding the requirements of the current Collective Bargaining Agreement (CBA), and to bargain in good faith for the remaining contract term, if applicable. Although we have already reached out to the union for initial discovery, we will

begin the following process upon contract award to provide a smooth transition and a long-term partnership with the union:

- Quickly arrange for a meeting with the current workforce to introduce the MTM Transit team and invite the local union to send representatives
- Immediately reach out to the local union to identify negotiators from each side
- Schedule local in-person meetings with union representatives to begin and continue negotiations
- Identify portions of the CBA for discussion and negotiation and send draft agreement to the union
- Resolve outstanding points of disagreement
- Facilitate union meetings with employees to vote on contract

Typically, a negotiation process can take six to eight weeks depending upon the availability of negotiators from both sides.

Screening and Hiring Candidates

MTM Transit will only select candidates who meet or exceed all requirements set forth in RFP. During the recruitment process, our Human Resources department ensures all job postings include brief questionnaires that ask qualification-related questions as a requirement to apply. Once an application has been received and reviewed, an MTM Transit recruiting representative will contact the candidate via phone to discuss the position and to ensure the candidate meets the minimum qualifications.

Candidates who meet the minimum qualifications and demonstrate the ability to perform the job effectively via the phone interviews are scheduled for in-person interviews with the implementation and/or local management teams. During the interviews, candidates' skills and qualifications are assessed once more, and questions are asked to determine if candidates align with the position applied for. If applicable, candidates take part in on-site testing and assessments as needed. In addition, some positions, such as management roles, require additional interviews and/or panel interviews along with our assessment.

MTM Transit carefully recruits and screens candidates, **only hiring those who display the qualities necessary to provide exemplary service** on behalf of MTM Transit and the City.

Once a candidate is chosen for a role, an offer letter is presented and accepted. The candidate then completes forms for pre-employment testing, as well as a hiring packet. MTM Transit then checks backgrounds for candidates who pass interviews and accept positions, including:

- State Criminal History
- Out of State Criminal History
- National Sex Offender Registry

MTM Transit Operators are properly screened prior to beginning work.

We also conduct pre-employment drug screenings, motor vehicle records (MVR) reviews, DOT physicals, and any other MT required background checks on all operators. Additionally, MTM Transit ensures all operators can read, write, and understand English, as well as be able to complete any required forms or documentation. During our initial hiring screening, we assess candidates' ability to communicate in English. They must also be able to successfully complete MTM Transit's hiring paperwork to receive a job offer.

As outlined in the RFP, MTM Transit understands we are responsible for the employment and supervision of all employees for our Manteca Transit contract. We know that not every applicant is cut out to be a professional transportation employee, and we also know that after training, continuous supervision must take place to ensure bad habits do not set in. MTM Transit is glad to see that the City takes the requirement of service supervision so seriously, and we will ensure our team promotes a system that is focused on safety and customer service.

MTM Transit will use appropriate screening and selection criteria, and we will perform employment, Department of Motor Vehicle (DMV), physicals, and criminal background checks as required, complying with all applicable state and federal employment laws, and undertaking the steps necessary to assure employees perform their duties in a safe, legal, and professional manner at all times ***(2.2.4).*** This includes conducting pre-employment California DMV checks for all prospective employees who will operate a vehicle. In addition, MTM Transit will check DMV records every six months for accidents, vehicle code violations, and valid driver's licenses.

We will make all reasonable efforts to ensure that employees having contact with the public are of good moral character. If an employee is convicted of a felony or of a crime involving moral turpitude during the time of his or her employment, MTM Transit will not permit that employee to continue to hold a position of employment involving contact with the public.

Drug and Alcohol Testing

MTM Transit maintains an employee alcohol and substance abuse testing program for all employees in safety-sensitive positions. We will perform pre-employment, post-accident, reasonable suspicion, and random drug and alcohol testing of these employees. MTM Transit's drug and alcohol testing program complies with all applicable requirements as established by the Federal Transit Administration (FTA) or by other federal or state agencies, rules, and regulations. This includes FTA Section 8 and State of California requirements, as well as the Drug Free Workplace Act of 1988.

MTM Transit distributes the drug and alcohol policy to every employee, and they must certify receipt. We support a drug-free workplace, and we send a clear message that drug and alcohol use in the workplace is incompatible with employment at MTM Transit. The policy describes actions that may be taken against the employee. We have zero tolerance for positive results; no employee with a confirmed positive drug or alcohol test will be allowed to perform any work under the contract. We will maintain test result documents in personnel files and will make results readily available for inspection.

Operator Qualifications

MTM Transit performs background checks on every operator. Five-year motor vehicle reports are reviewed prior to hire and again each year. MTM Transit also performs criminal background checks on each operator and verifies employment history for all potential new hires; anyone with a dissatisfactory background or references is not considered for employment. We will ensure all operators for the Manteca Transit Operations contract are properly licensed, have a clean driving record, and are insurable.

Per the RFP, all MTM Transit operators will be required to meet MTM Transit and the City's minimum employee qualifications outlined in the RFP, as well as all applicable CHP requirements, to include:

- A valid California Class "B" driver's license and medical card
- Verification of Transit Training Certificate issued by the DMV, pursuant to Section 12804.6
- A California General Public Paratransit Vehicle (GPPV) certificate issued by the DMV
- Pre-employment DMV checks and a DMV re-check at least every six months to determine and ensure a satisfactory driving record
- Complete MTM Transit's extensive training program

Operator Appearance and Professionalism

All MTM Transit operators will be required to always maintain a clean, well-groomed appearance while on duty or in uniform. We have high standards for our operators, and we expect them to conform closely to uniform standards, right down to wearing appropriate socks and tucking in their shirts. Our operators will be required to always be in uniforms while in service or on duty. MTM Transit will provide the uniforms, which are subject to City approval, and we will adhere to the uniform requirements as outlined in the RFP ***(2.2.7)***.

Operators will be required to carry and display photo identification badges when on the clock or visiting a City-owned property, and will wear clean, pressed uniforms. Employees will not wear uniforms while off duty, unless traveling to and from work.

MTM Transit operators, and all MTM Transit employees, are expected to always exhibit professional behavior while representing MTM Transit and the City. Employees who do not follow our guidelines will be disciplined, up to and including termination.

We will also ensure that operators understand they are not allowed to use cell phones and other personal communication devices while operating City vehicles. We have a zero-tolerance policy for cell phones and electronic device use during vehicle operation, and we will use on-board camera footage to ensure that operators are following this standard. Operators suspected of texting will be instantly suspended, and investigations that confirm texting will result in operator termination.

5. Scope of Work

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.

The City of Manteca is seeking a qualified transportation contractor to operate and maintain its transit system, including managing both the public fixed route bus services as well as the Dial-A-Ride (DAR)/ADA Paratransit bus service. MTM Transit will provide management, technical, and operating services that maximize productivity and emphasize quality customer service. We will meet periodically with the City to evaluate performance standards, taking all reasonable actions the City requests to correct performance deficiencies. We will provide the necessary management, technical, and operating services to operate the Manteca Transit system, as specified by the City, working with the City to provide quality transportation services for area residents and visitors ***(2.1.9)***.

Our relevant experience means we can assure the City we are able to provide the necessary management, technical support, and operating services required to operate the City's fixed route and DAR/ADA complementary paratransit bus services as specified in the RFP. This includes providing the resources and support to help the City to achieve its goals as outlined in the RFP:

- ✓ **A better managed vehicle maintenance program** that gives the City the confidence its fleet will receive timely, safe, and appropriate repairs. ***Section 6. Vehicle Maintenance Program*** on **page 76**, details our proposed program.
- ✓ **Implement methods of transit performance data reporting by using Reveal software** to automate the routing and scheduling process and provide real-time dispatching using GPS, as well as Automatic Vehicle Location (AVL) tracking. Reveal capabilities are detailed further in this section.
- ✓ **Effective hiring and staffing approaches backed by the proven training** we have outlined in ***Section 10. Training Program*** on **page 112**. These methods help assure the City that our employees will be able to provide efficient, reliable, and exemplary customer service.
- ✓ **Increasing ridership on the fixed route system** through public outreach efforts.
- ✓ **Utilizing our experience to help the City implement route changes** to the current system and Saturday fixed route service, as identified in the 2019 Short Range Transit Plan – a move that would increase transit's footprint in the community and best serve the transportation needs of Manteca's growing population.

Further, throughout the life of the contract, we will continually look for areas of improvement in performance and service enhancements. The General Manager will oversee the day-to-day transit services operations, ensuring that supervisors, dispatchers, operators, and all other staff are meeting service performance standards and best serving the City's residents. As the City's transit partner, MTM Transit will continually monitor transit operations, routes, services, system design, facilities, and equipment. We will advise the City of any observed deficiencies and needed improvements and provide recommendations for the City's review and consideration ***(2.2.18).***

MTM Transit is well positioned to help the City reach its goals. We will utilize our capabilities, methods, resources, and strategies outlined below to achieve effective and efficient operations. These include our reservations, scheduling, and dispatching processes, backed by our innovative technology, to improve productivity, performance, and reporting capabilities.

Operations Facility and Furnishings

MTM Transit understands our management and dispatch operations will be conducted at the Manteca Transit Center, located at 220 Moffat Boulevard, as well as at the City's Corporation Yard at 205 East Wetmore, where vehicles are stored and currently cleaned. During Manteca Transit's days of operation, MTM Transit will staff the Manteca Transit facility Monday through Friday from 8:00 a.m. to 5:00 p.m., and Saturdays from 9:00 a.m. to 4:00 p.m., except for the holidays designated in the RFP, to answer phones, sell passes, provide customer service, and secure the facility ***(2.2.13)***. MTM Transit proposes to outsource maintenance to Sunshine Auto Care, Inc. located at 1003 Moffat Blvd in Manteca as detailed in ***Section 6. Vehicle Maintenance Program*** on **page 76**.

In addition, the City will provide adequate work areas and office furniture, and MTM Transit will provide the transit operations facility supplies, as detailed in the RFP. We acknowledge that the City will also provide utility services for the facility ***(2.4.4)***, as well as custodial services for the facility, and that MTM Transit will keep all areas clean and tidy during normal hours of operation ***(2.1.5)***, ***(2.4.1).*** As the City's transit partner, we will help maintain the center's professional appearance, conducting daily walk-throughs to inspect the facility and will report graffiti or other issues to City staff.

When we vacate the office, MTM Transit agrees to leave the premises clean and with no damage, in the condition not less than when we first occupied the premises, except for reasonable wear ***(2.4).*** We will notify the City in a timely manner of any repair or maintenance

needs, allowing adequate time for the City to determine the extent of the situation and schedule repairs if needed ***(2.4.2).*** As outlined in the RFP, we will develop and maintain a hazardous materials handling, disposal, and monitoring system that includes a regularly scheduled safety and training program as prescribed by federal, state, and local laws and regulations ***(2.4.3)***.

Street Furnishings

As detailed in the RFP, the City will purchase, install, and replace all required Manteca Transit street furnishings, including bus stop signs and posts, benches, and shelters, and will clean, maintain, and repair benches and shelters ***(2.1.7)***. The City will also maintain trees along routes and stops or ask property owners to do so. We will train operators to advise the City of any conditions such as low-hanging trees and branches that could damage vehicles, and to exercise good care and caution to avoid any damage. We acknowledge the City will make a reasonable effort to notify MTM Transit in advance of any road closures, detours, parades, or other events that could interfere with Manteca Transit operations or require route or schedule deviations ***(2.1.8).***

Bus Stop Shelters

While we acknowledge the City will maintain city bus stops, we will instruct our bus operators to spot check shelters; we will immediately report to the city any cleaning, maintenance, and repair needs. In addition, we will install and maintain route schedules and other postings at bus stops and shelters as required or requested by the City ***(2.4.5).***

Computer Aided Dispatch System

MTM Transit is proposing Reveal software as the computer aided dispatch system for all routing, scheduling, and dispatch (RSD) functions. Our affiliate company, MTM, acquired Reveal Management Solutions, a robust RSD solution that is an excellent fit for the City of Manteca's program. Because Reveal is now our internal software offering, we are positioned to provide extensive in-house support and upgrades, ensuring that the City does not have to "wait in line" for assistance. We also implement Reveal upgrades as they are made available and train staff in the use of these features.

Reveal automates the routing and scheduling process and provides optimum dispatching capabilities through real-time GPS information. Reveal offers an easy-to-use app for operators that facilitates trip manifest distribution, AVL tracking, and short notice trip assignment. With

this technology, passengers will have real-time visibility into the location of vehicles for enhanced data, and MTM Transit and the City will be able to view live and historic on-time performance and GPS data to monitor service quality and easily resolve complaints.

We will utilize the Reveal system to develop, deploy, and support customer information solutions for Dial-A-Ride/ADA paratransit service. Our computer aided dispatch system will meet the RFP's requirements for DAR/ADA service, including ***(2.2.12)***:

- Real time, demand response, On-Time Performance tracking and monitoring, with the ability to examine non-compliant occurrences (profiling call data)
- Automated monitoring and advisement of "late trips," with the ability to examine noncompliant occurrences (profiling call data)
- Monitoring and alerting of passenger/trips that meet certain criteria
- Automated proactive calling of passengers for "Next Day Service" with the option to cancel the trip at the time of the call
- Ability to have paratransit passengers call an automated line for a real-time status update of their ride's estimated time of arrival
- Reporting (in addition to current), to include:
    - On-time by hour and by operator
    - On-time by daily pullouts and routes
    - On-time return to yard report
    - On-time performance exceptions
    - Route optimization report predictive analysis
    - Call tracking to include hold and wait times in compliance with the ADA, and integrated into the City's phone system

Reveal also has a data import function that will enable us to import data from virtually any format. We will be able to import the City's existing passenger and ridership data and immediately begin improving routing to increase efficiency, track ridership trends, and provide thorough operational reports to show the City the improvements that we are making.

With Reveal, **MTM Transit staff will be able to track all Manteca Transit vehicles, including fixed route vehicles, in real time**. Reveal integrates with the mobile data tablets we will provide each operator to enable GPS location and tracking.

Reveal Passenger Application

With Reveal, MTM Transit can offer the City's passengers the ability to request, view, or cancel reservations via any online browser. If this is of interest, we will work with the City on implementing this after contract go-live. Passengers can use the app to:

- Request a trip
- Confirm same day and future travel itineraries
- Check the actual ETA of a scheduled trip
- Cancel or modify existing trips
- View all future trips requested
- Receive alerts and trip reminders via voice or SMS text message
- Receive text notification of imminent arrival
- Confirm or cancel trips through callback reminders
- Confirm or cancel remaining trips scheduled for the same day
- Access personal trip information and trip history 24/7

This application gives passengers information about their trips and helps reduce call volume. **Figure 7** shows how passengers request a trip.

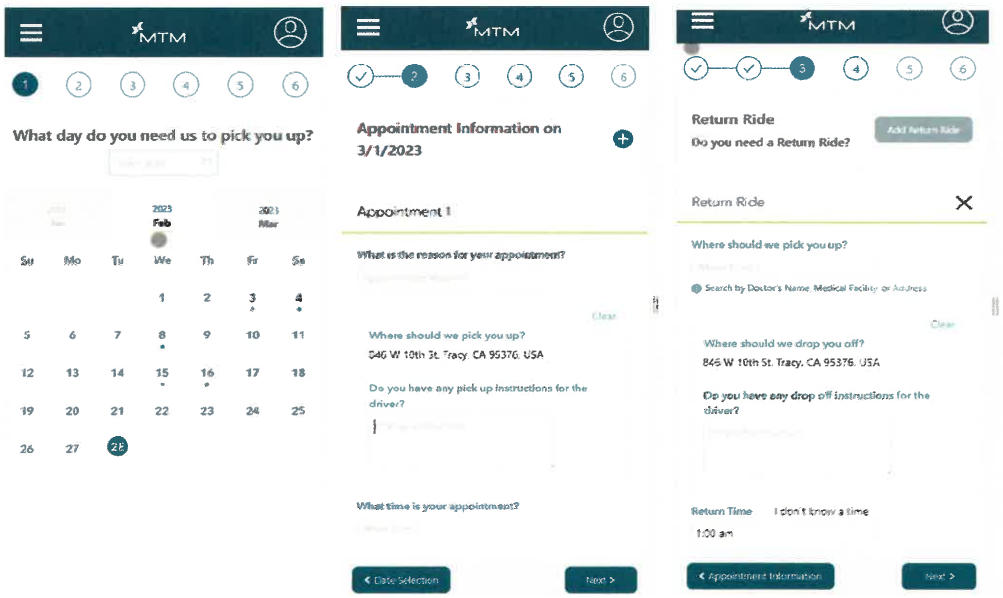


Figure 7: Passenger App. *The application allows passengers to book, view, or cancel reservations.*

RESERVATIONS AND CUSTOMER SERVICE

MTM Transit understands a good transportation experience starts with a focus on customer service. Every call gives us the opportunity to make a great impression on our passengers. We train our staff to quickly answer calls and to interact with each caller with courtesy and respect.

We acknowledge that we will operate the City-provided and maintained telephone system to receive incoming calls, which includes an automated answering system that allows callers to leave a message for trip reservations, information requests, reporting complaints and other issues ***(2.2.14).*** We will provide all telephone information and dispatch personnel needed to effectively respond to incoming calls requesting service information and DAR/ADA paratransit service or reservations at a quality and level consistent with customer demand. MTM Transit staff will respond to incoming calls promptly, minimizing busy signals or on hold waiting time, and we will periodically monitor call volume to evaluate the need for additional phone lines.

Dial-A-Ride/ADA Paratransit passengers will be asked to call for reservations at least one day in advance, and no more than 14 days in advance. We acknowledge the City's goal is to have zero ADA paratransit service denials, and that in accordance with the Americans with Disabilities Act, subscription trips are approved and scheduled if there is available trip capacity, limited to 50% of trips at any given hour. We will ensure that ADA-certified individuals are given priority service, with reservations for seniors and other passengers accommodated on a space available basis ***(2.1.11)***.

MTM Transit's reservations will be staffed and operational from Monday through Friday, 8:00 a.m. to 5:00 p.m., and on Saturdays from 9:00 a.m. to 4:00p p.m., except for the holidays noted in the RFP. Our office staff focuses on accurate data entry, utilizing phone scripts to capture precise responses and efficiently handle information requests. Upon contract award, MTM Transit will work closely with the City to refine scripts and information collected during calls.

After greeting a caller requesting a ride for the DAR/ADA paratransit service, dispatchers will quickly pull up passenger information in Reveal. Reveal will display eligibility status, the addresses that the passenger frequently travels to and from, as well as information regarding how often the passenger's trips are performed on time or late, and how often the passenger does not show up for or cancels trips. The database will also alert the dispatcher if service is suspended for any period, or if the dispatcher will need to add additional time to trips due to mobility status or addresses that are difficult to travel to.

Making Reservations in Reveal

With MTM Transit's Reveal routing, scheduling, and dispatching software, our office staff will be able to determine passenger eligibility for paratransit service based not only on the passenger's eligibility determination, but also the service area as defined by the City.

Reveal facilitates fast, simple trip booking by automatically populating rider information from the database, including common locations, mobility devices, eligibility, attendant, etc. The Reveal user starts by entering the rider's name, phone number, or ID number, selects the appropriate rider, and begins entering trip information. As shown in **Figure 8**, Reveal allows the user to enter information for the initial trip, and automatically generates trip reversals for return rides, which users modify at the same time.

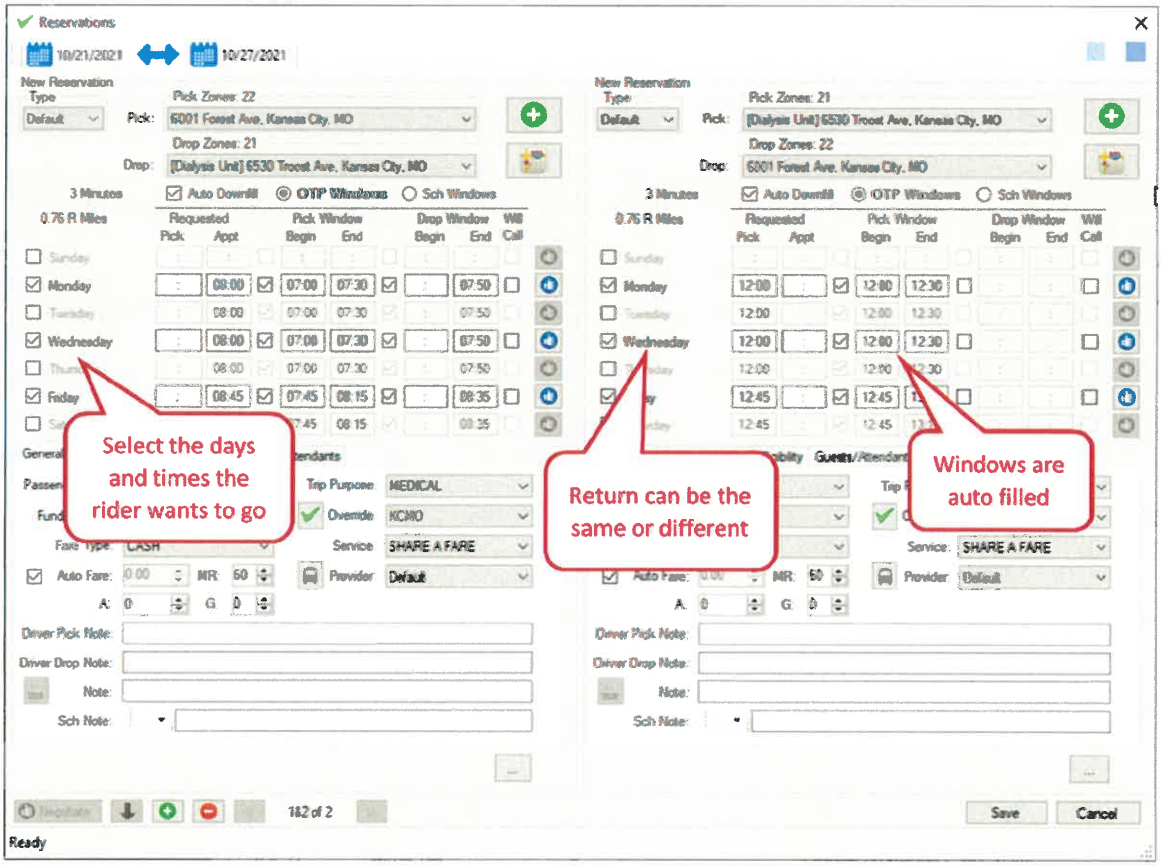


Figure 8: Reveal Trip Booking. *Reveal makes the trip booking process simple and quick for users.*

Reveal also automatically applies business rules, such as those determined by the City and coded into Reveal, to every trip request. Reveal alerts the user if the trip is ineligible for any reason, according to the specific business rules.

Reveal has GIS and mapping capabilities to identify approximate current locations. Reveal already identifies and integrates service area boundaries defined by each fixed route in the region. Our system is intuitive, easy to use, and GIS-based with geographic query functions. Reveal can ensure trip origin and destination are eligible, create new service-based zones, and allow user access to map views of the service area, individual routes/stops, specific street addresses, or other specified zoom levels. The system also recognizes one-way streets and temporary road closures, ensuring accurate travel time estimates and attainable schedules.

In **Figure 9**, for example, Reveal alerts the user that the trip falls outside the defined service area, making it ineligible for service. The user can click the alert to see additional information, which provides a map view of the defined service area in relation to the requested pick-up/drop-off addresses.

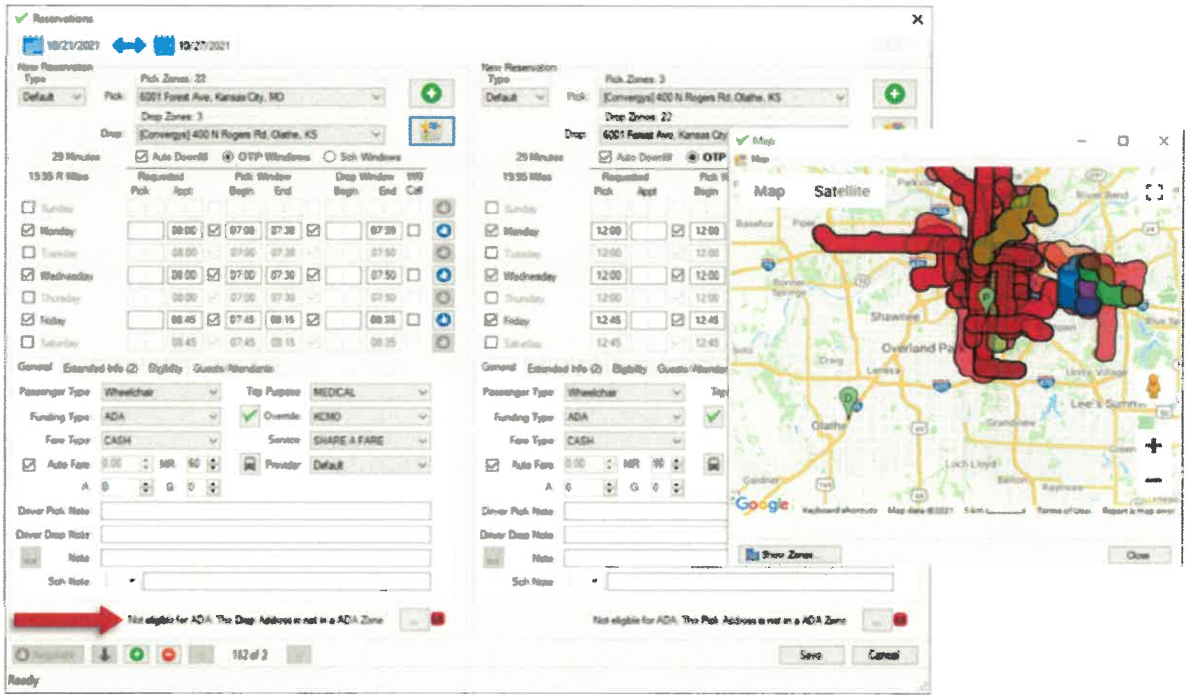


Figure 9: Reveal Applies Business Rules. *Reveal alerts the user if the trip conflicts with business rules such as service areas.*

Reveal's reservation screen allows users to schedule a trip for a single day or a subscription trip for a specific date range; process both individual and standing trip orders and will calls; add multiple trip legs; set trip 30-minute windows by pick-up/drop-off time, appointment time, or both; and select pick-up/drop-off addresses from a drop-down menu of previously used addresses. Further, users can accommodate reservations, standing orders, trip reservation

editing, suspended service, personal care attendants, trip cancellations, and multiple fare rules, linked to eligibility and service area. Reveal also retains frequent and recent destinations, which are present in a drop-down menu, to facilitate quick, accurate trip data entry.

Users can also pull up a calendar showing a passenger's future trips, as shown in **Figure 10**, preventing duplicate, or overlapping, trip requests.

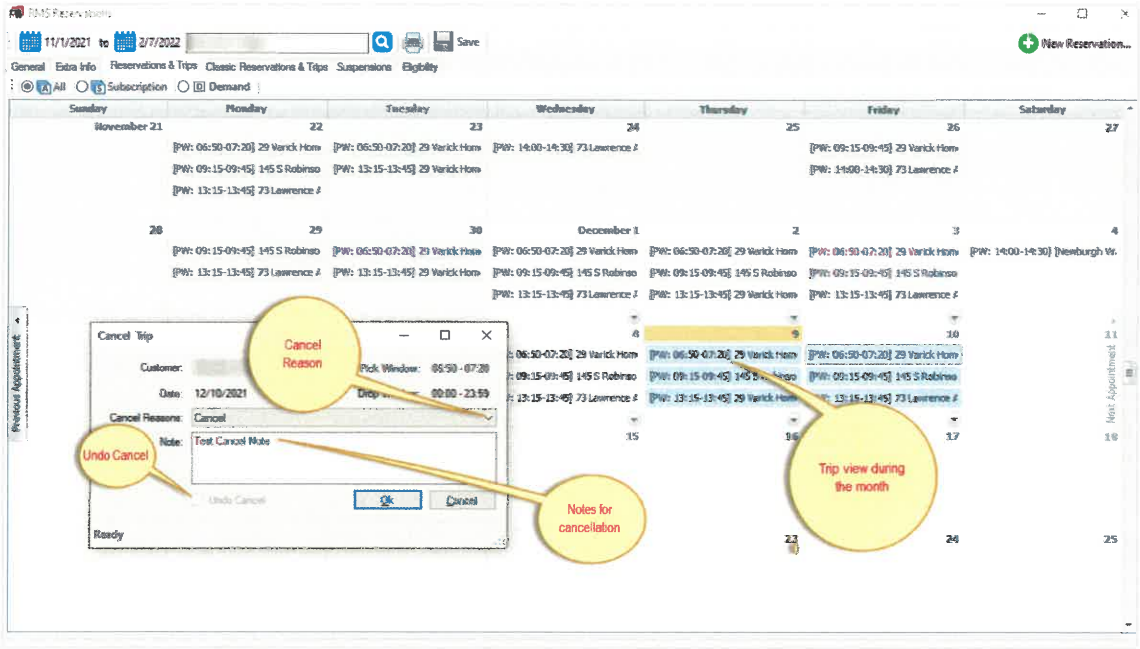


Figure 10: Reveal Calendar View. *Users can quickly pull up a calendar to quickly view each passenger's trip reservations and add, cancel, or reschedule trips.*

Reveal automatically generates a pick-up window, which users can adjust manually. Users arrange trip pick-up within a window that balances system optimization with the passenger's need, negotiating time on each side of the requested pick-up time.

During trip booking, Reveal displays possible trip placements so the user can negotiate pick-up times, if necessary. Reveal's algorithm scores trip placement options according to the City's service priorities, like trip cost, timeliness, productivity, or average travel time. As shown in **Figure 11**, Reveal provides several color-coded placement options for trip legs. Green placements are the best choice, followed by yellow and red. Trips with green scores typically fit into the current route, while trips with red scores add miles or cause the route to fall outside service parameters like travel time. Reveal calculates scores for each placement option based on parameters set in coordination with the City.

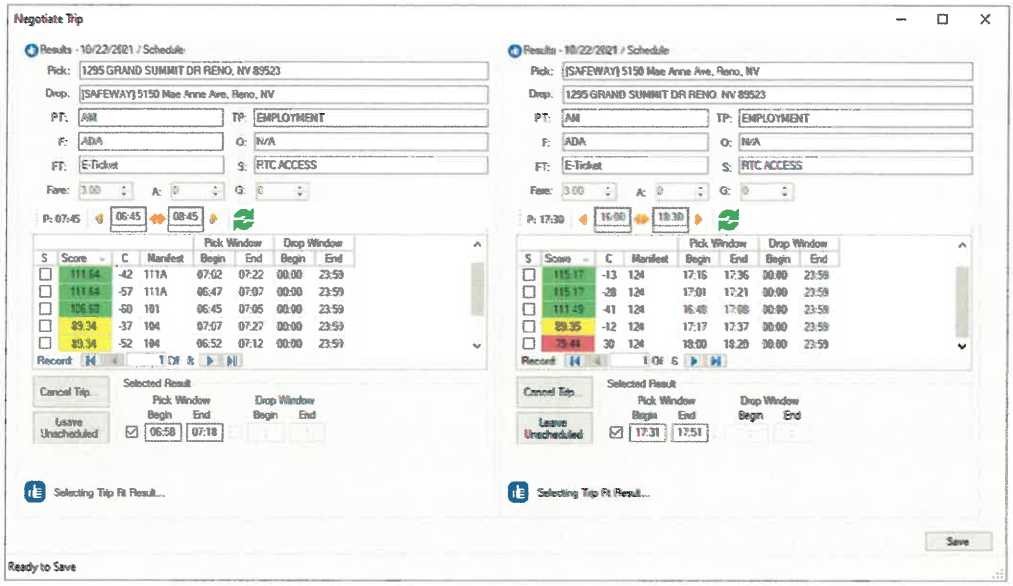


Figure 11: Color-Coded Trip Placement Options in Reveal. *Users can easily identify and negotiate trip windows with riders based on Reveal's auto-generated options.*

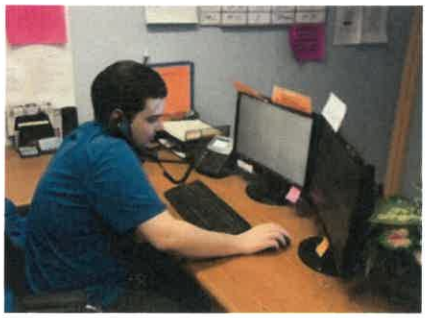
Users can also save notes in the system indicating unusual requests or communication regarding special needs. The user confirms whether the passenger's use of a mobility device has changed since their last ride and adjusts the need for an accessible vehicle as necessary.

After entering a trip into the system, the office staff member reads back the trip details to the passenger, including date, time, origin, and destination, prior to ending the call.

Language Support

MTM Transit is committed to providing transportation access to all passengers despite any language barriers. We will provide bilingual (Spanish/English) telephone personnel during all days of operations. To meet the needs of passengers who speak languages not spoken by our staff, MTM Transit uses interpretive services, which can accommodate dozens of languages. MTM Transit can initiate a three-way conversation with an interpreter without the caller needing to make an additional call.

EFFICIENT SCHEDULING



MTM Transit will utilize Reveal software to schedule and transport passengers using DAR/ADA paratransit buses. This software is capable of accommodating both reservations and same day reservations with a two-hour advance notice, as well as integrating all demand for service into efficient vehicle tours which maximizes productivity and assures service quality to levels prescribed in the Scope of Work ***(2.2.11)***.

The first step in scheduling is the development of a framework of runs designed around the demand for trips. MTM Transit first analyzes a schedule of service parameters to be used as a basis for trip reservations, scheduling, and the development of operator shifts. A report on the bookings per hour provides the beginning information necessary to create this daily schedule.

Building on this framework, MTM Transit staff analyze all subscription trips to maximize the core efficiencies on an ongoing basis and to ensure proper capacity remains to accommodate single trip requests. During scheduling, dispatchers review all unassigned trips for the next day in Reveal and quickly see all manifest options available to them. MTM Transit trains staff to closely review the schedules daily to ensure effective routing to maximize productivity.

Regional Vice President Scott Transue will review the scheduling process and work with our General Manager and internal Reveal technology team to update the process quarterly, ensuring best practices from all locations are applied throughout our contracts. These quarterly reviews ensure that the system is operating as efficiently as possible, that no quality assurance procedure is being overlooked, and that the routes are optimized for service demand and weather at the beginning of each season. As changes become predictable, MTM Transit will propose new routes and route schedules.

Scheduling in Reveal

Reveal's Scheduling Workflow allows users to route trips multiple days, or even weeks, into the future if desired. Reveal schedules trips around templates of standing order trips on established routes, adding single-reservation trips as they best fit into the schedule. Reveal then performs automated scheduling in batch mode or with individual trips and repeats the workflow several times to optimize efficiency, productivity, and performance in real time and in accordance with client standards.

Our algorithm searches for opportunities to group rides and minimize miles, while still offering convenient pick-up, drop-off, and travel times for riders. Several layers of our Scheduling Workflow help maximize ride sharing, and we have effectively reduced required vehicle needs by improving trip grouping.

Dynamic scheduling within Reveal allows users to continually update schedules as cancellations and reservation updates change the manifests, ensuring we always assign trips in the most efficient manner. Reveal continues to optimize trip schedules until the trip is less than 48 hours in advance, at which time they are "locked" except for drag-and-drop alterations as needed for late cancellations, no-shows, or breakdowns.

Reveal's Real-Time Scheduling (RTS) functionality helps our team maintain optimum on-time performance (OTP) and productivity while reducing administrative time. As cancellations, no shows, and same-day requests occur throughout the day, Reveal alerts office staff whenever an assigned trip would fit better on a different manifest and offers suggestions for new placement. RTS always runs in the background of Reveal in conjunction with real-time traffic data from Google Maps and automatic vehicle location (AVL) from the Driver Application, allowing users to proactively move trips to avoid service delays or other issues. What sets Reveal's RTS capability apart from our competitors is that it offers possible solutions to users, including where to place pick-ups and drop-offs within new routes, completely removing guesswork from the process.

Reveal incorporates clients' business rules into the Scheduling Workflow to ensure scheduling adheres to capacity, performance metrics, and protocols. We follow all labor rules concerning employee shifts, breaks, fuel breaks, etc. One of the key advantages to Reveal is that our team can customize parameters at any time, according to travel time, OTP, and other metrics to find the best balance between meeting contract requirements and rider needs. Reveal also allows users to modify scheduling settings in a "test" environment and compare the impact of settings using data snapshots. This makes it easy for MTM Transit to make informed decisions on scheduling rules without having to guess how they may impact scheduling outcomes.

During the scheduling process, users can view all unassigned trips for the next day and quickly see the available manifest options. Reveal shows the potential impact to the service when a trip is moved from one manifest to another, and it identifies issues needing attention, such as trips projected to arrive late or late in the window, overbooked manifests, routes with excessive dwell or slack time, routes missing lunch breaks, etc., as shown in the screenshot in **Figure 12**. The parameters triggering these alerts are completely customizable to the City and select KPIs.

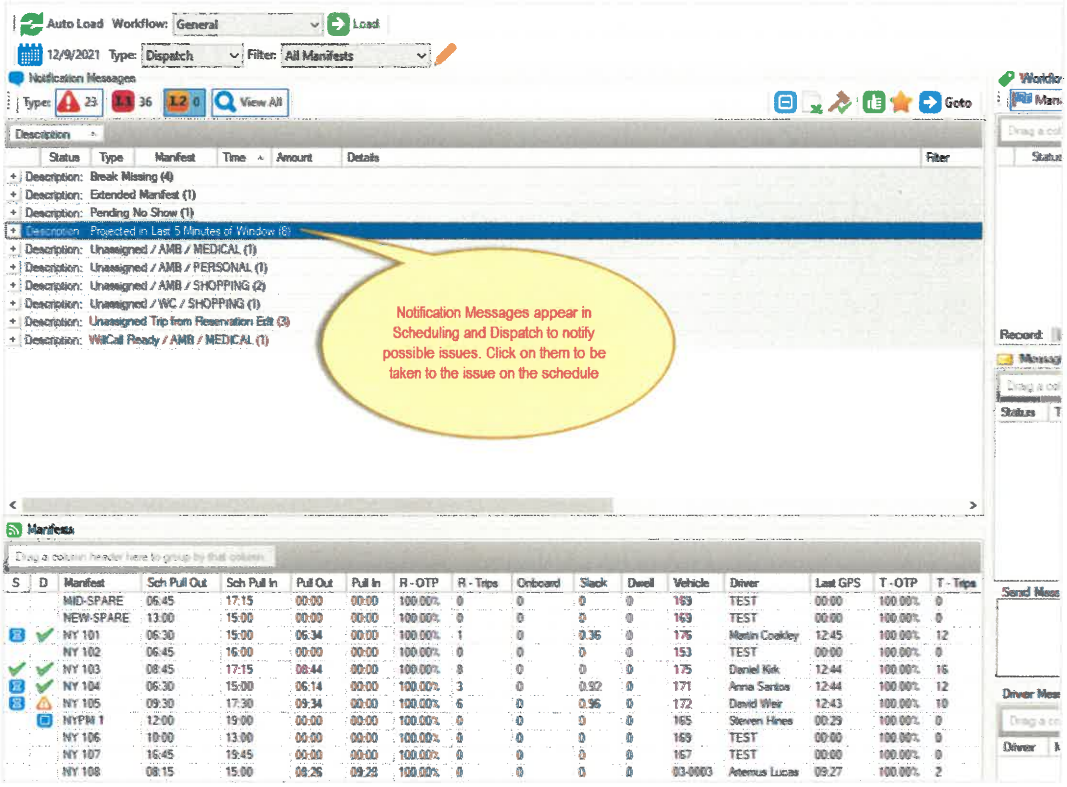


Figure 12: Reveal Screenshot. *Reveal alerts staff to problems that need to be addressed during the scheduling process.*

Dispatchers will act on appropriate alerts, adjusting the schedule to build quality templates and the best grouping available for each day of the week. An algorithm in Reveal searches for exact location matches when batching trips to use the fewest vehicles. Dispatchers can also manually place a single trip or multiple trips within a schedule based on using the most cost-effective vehicle, usually the one closest to the address at the given time.

In addition, our staff will use Reveal's Daily Review application to analyze the scheduled data, as well as the actual data, daily. In the scheduled data, the application searches for potential scheduling issues on a trip-by-trip basis and allows staff to fine-tune the schedules before deployment to promote high on-time performance and productivity.

Optimizing the Schedule

MTM Transit's dispatchers will produce productive, realistic schedules to accommodate passenger needs and vehicle availability, as well as to promote efficiency. To encourage multi-loading and routing opportunities, our staff develops run manifests based on pick-up and destination locations and times, and we group trips whenever possible. By appropriately

identifying such opportunities, we increase service delivery efficiency, maximize productivity, and lower the overall per-trip cost. MTM Transit's office staff identifies service delivery challenges and makes changes to the schedule as necessary. Adjustments are made to the template schedule to ensure all routes have an assigned operator and vehicle, no overlaps in operator or vehicle assignments occur, and only vehicles available for service are assigned to routes.

Dispatchers will also consider input provided by operators and the City. By doing so, we guarantee the City the most productive and efficient program possible. MTM Transit's staff will continue to identify any areas of redundancy in all services and will work transparently with the City to eliminate inefficiencies in routing and scheduling.

Manifests are provided to operator tablets through Reveal's Driver Application, and paper copies can be printed to serve as a backup if required. As schedules change throughout the day due to no-shows, cancellations, adverse weather, etc., operators receive up-to-date manifest information through the Driver Application. Trip data such as GPS/AVL coordinates and time stamps are also captured by the tablets and transmitted back into Reveal for reconciliation and reporting.

Managing Subscription Trips

Subscription trips (also referred to as standing orders) are the backbone or "skeleton" of the service. Understanding this, MTM Transit conducts data mining of historical trip data to identify passengers whose travel patterns exhibit subscription qualities, especially during off peak periods, and encourages subscription requests when beneficial. Subscription service automatically generates the trip request, which reduces incoming requests by phone and allows for heightened service to other callers.

We also use this data to analyze situations where passengers may be better served not having subscription service due to frequent changes or cancellations, or where efficiencies may be gained by scheduling subscription trips ad hoc with daily trips to increase overall efficiency of the service. Subscriptions are reviewed and optimized based on current and accurate daily operator and office staff feedback.

Subscription trips are very easy to create and manage in Reveal. Trips can easily be temporarily suppressed for specific days or date ranges automatically without the need for deleting and recreating a subscription. Suppressed trips can be just as easily returned to normal status simply by unchecking the box next to the day or days needed.

EFFECTIVE DISPATCHING

Dispatch is where the effort of the reservation and scheduling process changes from abstract to the real world. MTM Transit understands the "art" of dispatching; from incidents, cancellations, operator call-offs, and rider no shows, there is never a dull moment in the Dispatch room. It is up to dispatchers to manage, not just monitor, the on-time performance of routes to minimize the difference between scheduled productivity and realized productivity. The dispatchers must identify and correct possible service difficulties by proactively monitoring the performance information to gain the extra efficiency not already realized by Reveal.

Identifying and resolving late deliveries and reroutes, responding to problem situations as they occur, and communicating with operators in such a way that they can avoid delays in service is the dispatchers' focus.

Reveal has the necessary tools and features to facilitate dispatching and same day scheduling, as described in this section. Reveal's Dispatch Workflow application allows dispatchers to adjust same-day scheduling proactively to account for no-shows, will-call returns, and vehicle re-routing. Reveal also provides dispatchers with "what if" information needed to make the best decisions. Reveal shows whether a vehicle will be on time, if a trip addition will cause a delay for a future trip, or if a specific route problem will extend revenue and service hours. The Reveal Dispatch Workflow gives users the tools to make proactive decisions for each service day, including adding same-day trips and reassigning trips to different routes, without drowning in information or spending unnecessary time searching for solutions. **Figure 13** shows an example of the information users can view in real-time.

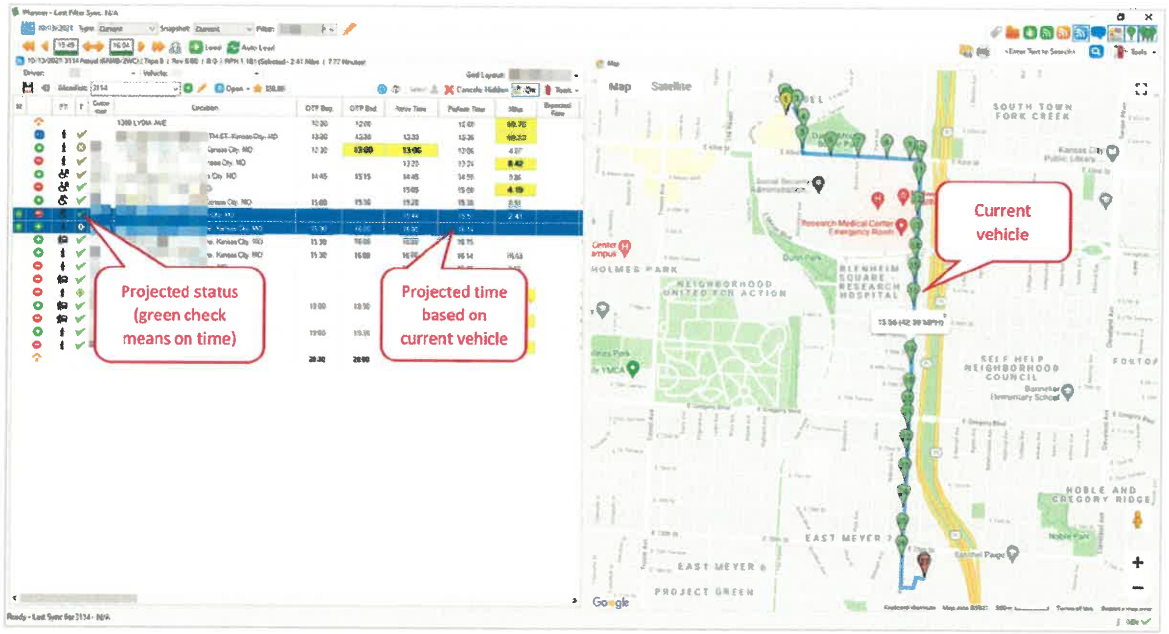


Figure 13: Dispatching View. *Reveal gives users the information they need to adjust routes in real-time.*

To quickly accommodate same-day trips, dispatchers can rank unassigned trips within Reveal to identify the closest vehicle(s) at any given time. Because Reveal receives up-to-the-minute AVL information on every vehicle using the Driver Application, dispatchers can easily click on the notification message, selecting the closest vehicle to accommodate the trip. Reveal then automatically sends the operator a message via the Driver Application, notifying them of the added trip. If the operator does not acknowledge the new trip(s) within a set amount of time, the dispatcher receives a notification that the operator has not acknowledged the trip, at which time they can contact the operator, or reassign the trip.

In addition to automating same-day trip placement, Reveal gives users automated projections for each vehicle's schedule based on their last pick-up or drop-off so they can stay on-top of any routes that may fall behind schedule. With fully automated RTS, Reveal automatically recalculates the timeliness of routes by acquiring GPS data every 60 seconds and uses Google map data to project the timeliness of all future trips on a route. This Google data also factors in current traffic and other road delays, projecting potentially late trips far more accurately than other software solutions.

Reveal automatically alerts dispatchers and offers suggested manifests where upcoming trips on that route may fit the best. Reveal ranks trip moves by color, based on a scoring system to be established in collaboration with the City, making it easy for dispatchers to see how trip movement may impact service in relation to key performance metrics.

Reveal also allows dispatchers to view "what if" scenarios regarding potential manifest changes, as depicted in **Figure 14**, such as whether it will cause another trip on the manifest to be late, extend revenue and/or service hours, or interfere with a required operator break. Dispatchers view a ranking of unassigned trips to quickly identify the closest vehicles at any given time and immediately see the impact of a trip move when inserting a trip on another manifest. Reveal ranks trip moves through a color-coded scoring system, helping dispatchers make the best decision on which manifest could best accommodate a trip addition. **Figure 14** shows how manifests are ranked and color-coded: green is best, yellow is fair, red is poor.

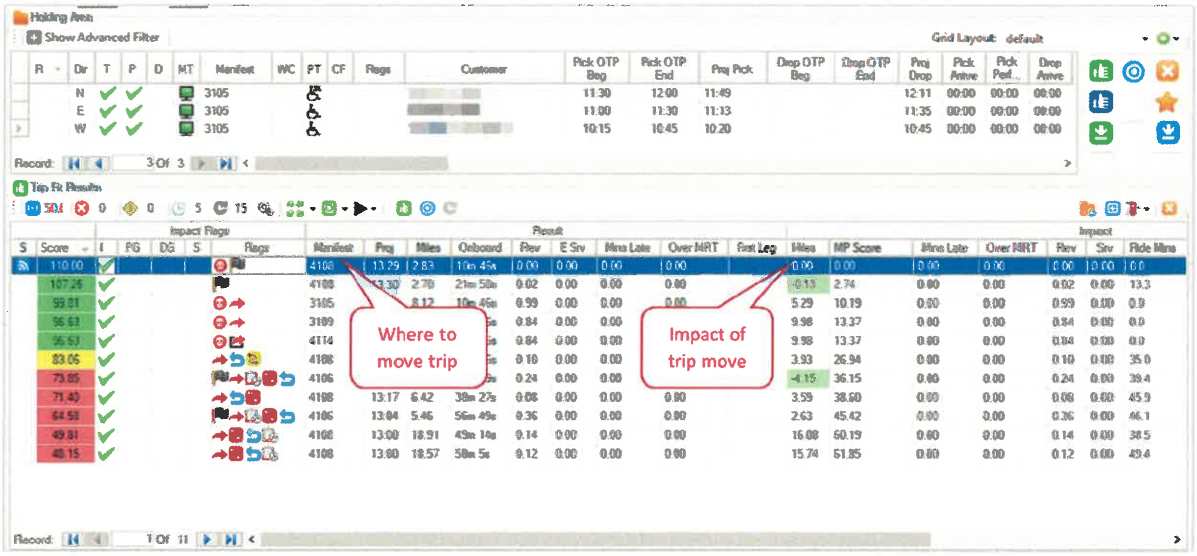


Figure 14: "What If" Scenarios. *Reveal shows dispatchers the impact of potential trip moves before they make them and automatically rates potential moves based on the City's rules/priorities for the service.*

In addition, Reveal provides dispatchers with schedule updates and projected performance. Dispatchers can identify trips projected to run late or trips with passengers on board longer than FTA and City guidelines. **Figure 15** shows how Reveal indicates problem trips, which the dispatcher can move individually or in a batch mode all at once.

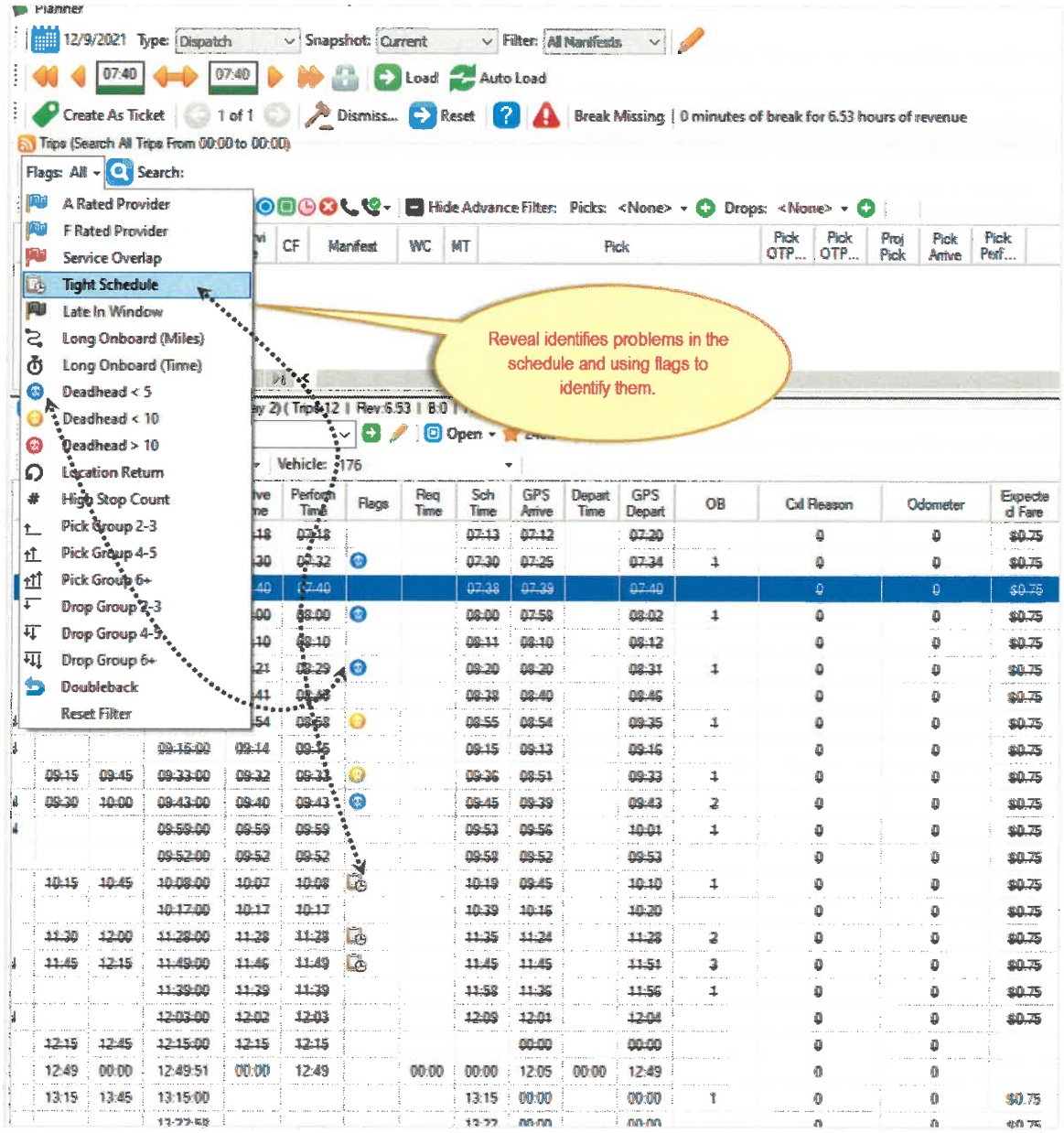


Figure 15: Reveal Problem Trips. *Reveal identifies problem trips and trips projected to be late.*

Dispatchers create a permanent record of all moved trips, no-shows, and late cancellations through Reveal. They can create a ticket and add comments, a screenshot, or other image to the ticket for instructional use or back-up to the issue. This allows MTM Transit to track incidents and accidents in detail, including how routes are scheduled and performed, as well as operator activity.

Ensuring Effective Communication

One of the most important roles of our dispatchers will be ensuring effective coordination, communication, and interfacing with our operators. Dispatchers will be expected to always know the location of each vehicle in service and maintain constant contact regarding schedules and on-time performance. Reveal's in-vehicle technology and dashboards will help our team do this in real time.

Our operators are the first line out in the field and their feedback about conditions such as road closures is essential to avoiding delays and issues. By establishing and maintaining effective collaboration between dispatchers and operators, we can ensure efficient service, trip timeliness, and improved productivity. Our dispatchers will communicate on a real-time basis with the operators to ensure schedule adherence through the tablets that we will place in each vehicle. MTM Transit will also maintain direct radio dispatch control over all City transit vehicles during all hours of operation using the radios we will provide. Operators will be required to notify dispatch of any situation that may cause a deviation from the schedule, including breaks, lunches, breakdowns, accidents, or any situation out of the ordinary.

It is also important to note that MTM Transit considers its dispatch team to be a key voice in the promotion of our overall safety program. Each dispatcher is trained in reasonable suspicion and responsible for ensuring operators are fit for duty before allowing them to enter service. The dispatchers are also trained to deliver safety messages throughout the day and to monitor adherence to the overall safety culture.

Radio Communications System

MTM Transit will provide, operate, and maintain a two-way radio communication system which will be compliant with all applicable federal statutes, regulations, and licensing conditions. We will train bus operators to keep communication brief and maintain professional etiquette when using the radio system ***(2.4.6)***. In addition to the radios, text messages can be sent and received from the Reveal in-vehicle tablets.

Geo-coding

Reveal interfaces with Google Maps, which is the most trusted, accurate mapping service available. Reveal allows users to review routes overlaid on Google Maps during reservation, scheduling, and dispatching. Google's Street View allows dispatchers to verify that an address is geocoded accurately and provide operators with additional assistance when locating an address to which they have not previously provided service.

Figure 16 shows how dispatchers adjust geocoding to maintain accuracy. In the example, the address is geocoded to the street, but dispatchers can easily move the geocoded location to the exact entrance of the large facility where the operator will perform the pick-up and/or drop-off by dragging the balloon representing the geo-coded location.

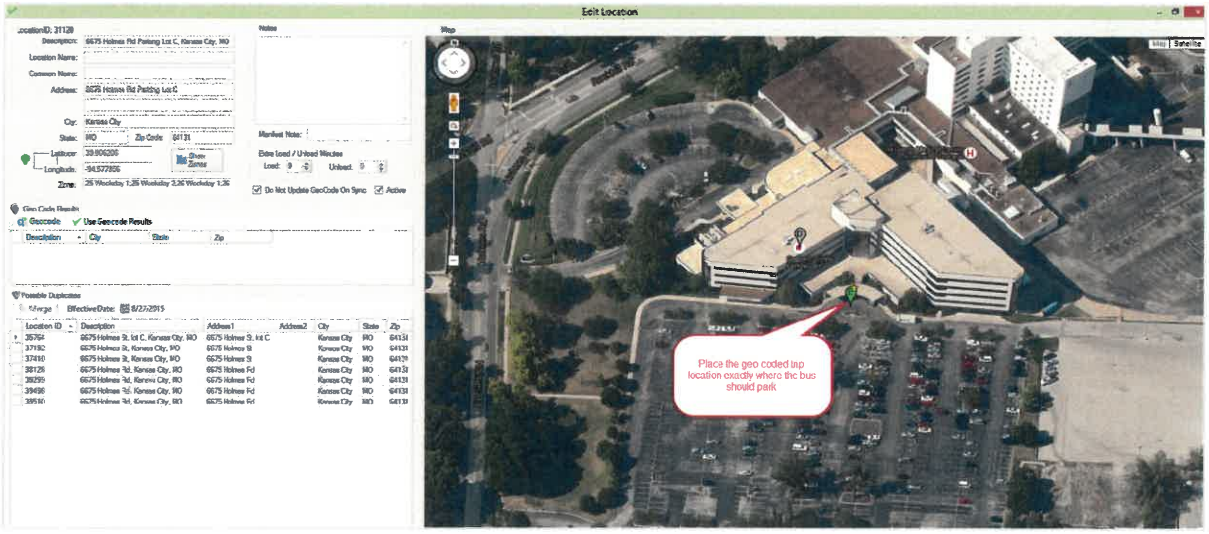


Figure 16: Reveal Software Screenshot. *Dispatchers can use Reveal to help operators pick up and drop off passengers at the correct door or part of a building to save time and reduce confusion.*

The Google Maps interface also provides up-to-date traffic conditions, allowing office staff to make the best decision when scheduling will-call returns, answering calls about ride timing, and making real-time adjustments to maintain on-time performance (OTP). Users can also geocode pick-up and drop-off locations through Google Maps, down to the specific entrance of a building, for each rider, improving pick-up and drop-off location accuracy. Geocoding is capable of handling various street abbreviations, can eliminate true duplicate entries, and allows the user to manually enter 'x' and 'y' coordinates if an address cannot be geocoded based on the existing map range attributes.

Reveal can even specify different geocoded pick-up and drop-off locations for each trip the rider takes. If an operator arrives at a location varying from the geocoded address, Reveal immediately alerts office staff so they can address the discrepancy. Users can use Reveal's street-view to verify correct geocoding and provide operators with additional assistance when locating the specific pick-up location.

Post-Trip Validation

Through Reveal's Data Verifier application, dispatchers check data for accuracy and completeness throughout the system, check reports for accurate data, and reconcile trips and fares. Reveal tracks all changes to data so MTM Transit and the City can review any modifications. Our dispatchers will be able to view the scheduled route side-by-side with the actual route to see variance. We will also adjust the settings in Reveal, so negative variances automatically create notification messages for dispatchers to review.

With sophisticated analytical tools built into Reveal, we can capture accurate information during the Post-Trip Validation (PTV) process at the end of each day, or as soon as an operator's shift has ended. During the PTV process, dispatchers can review performance issues immediately, including on-time performance (OTP) by operator, by route, by time of day, by passenger, long ride versus short trip miles, vehicle dwell time with a passenger on board, passenger cancellations and no-show history, and passenger ride history.

MTM Transit understands the significance of data integrity, as we capture and analyze large amounts of data. Our dispatchers review data for accuracy and identify potential issues to follow PTV processes in an accurate and trustworthy manner.

Mobile Data Tablets and Reveal Mobile Solutions

MTM Transit will provide Samsung Galaxy tablets equipped with the Reveal Mobile Solution within each Manteca Transit vehicle. The tablets will provide operators and dispatchers with real-time insight into vehicle usage, allowing for instant route re-optimization and nimble changes based on developments during the service day. They will also allow dispatchers to view vehicle location and provide customers with an accurate ETA, and to monitor on-time performance minute-by-minute.

Through the Reveal technology in-vehicle tablets, we will provide a global positioning system (GPS) solution that offers vehicle location and tracking capabilities for all vehicles, including fixed route. The system is capable of:

- Interfacing with the Reveal system to provide real time updates to paratransit routes in no more than 30-second intervals
- Interfacing with Google mapping software to identify the exact location of the paratransit vehicles at any time
- Providing on-time performance data in real time, accessible at any time to the City
- Offering daily, weekly, monthly, and annual automated on-time performance reporting in real time

MTM Transit operators will be required to log into the system as part of their pre-trip process, and the data generated from the tablets will be automatically saved in Reveal and available for immediate review and reporting. Each operator will know how to enter accurate information into the system, including times and mileage. This will result in quality customer service and seamless communication between dispatch and operators, as well as increased service and productivity levels.

ADA Certification, Travel Training, and Special Events

MTM Transit already provides ADA Certification and travel training services for Manteca residents as the authorized vendor for the CTSA, as detailed in ***Section 1. Organizational Information*** on **page 16**. We fully understand that those responsibilities are not part of this scope of work.

When authorized by the City, MTM Transit will provide special event, promotional, or other special transportation services within the service area using Manteca Transit vehicles ***(2.2.1)***, with compensation for such services at the normal rates per revenue vehicle hour as specified in the agreement.

System Promotion and Available Marketing Support

MTM Transit understands the City prepares all advertising and promotional materials designed to inform the public of transit operations and promote ridership ***(2.1.2)***. We acknowledge that the City will provide us with all brochures, passes, tickets and materials for our staff to distribute ***(2.1.6)***. The City will also provide all advertising and promotional materials designed to inform the public of transit operations and promote ridership. MTM Transit will install and

maintain all route schedules and other posting at bus stops and shelters, including delivering and placing all bus Rider Guides and other marketing information at locations defined by the City, such as schools and the library.

In the event the City decides it would like additional marketing support, MTM Transit has a talented in-house marketing team that is available to assist the City with marketing efforts to help promote transit services as needed and requested. Our Marketing Team can also create PowerPoints, videos, and other audio/visual presentations for travel training that may be needed.

We will also respond to passengers' requests for information, and provide promotional information to community agencies and groups, as specified in the RFP. We will further work cooperatively with the City staff to carry out an annual schedule of community-based promotional activities ***(2.2.17).***

Facilitating Community Interaction

We will conduct in-person outreach with local human service agencies and organizations with consumers that frequent the City's services. We understand the City strives to maintain good relationships with MTM Transit, the riders, and local human service agencies. Additionally, MTM Transit will consistently participate in and/or provide support to local boards, commissions, and committees. For instance, in Tracy, our team donated items to the local Food Bank and to a non-profit organization, Brighter Christmas. Our local team was able to fill three barrels with food and gifts to under-resourced families as pictured below.

MTM Transit has extensive experience conducting community outreach and soliciting feedback from community members, as well as running comprehensive programs to make sure community members with the highest barriers to entry understand the availability of public

transit resources, how to access these services, and how to use them appropriately, independently, and confidently. MTM Transit's commitment to community outreach continues to be a differentiator for our clients and their stakeholders.

MTM Transit believes we can present several opportunities for community involvement and outreach during the transition period and throughout the life of the City's contract, which will help to expand and promote coordinated transportation. Some of our ideas for outreach efforts include, but are not limited to, the following:

- **Implementing a "Shopper Shuttle" program** that goes to various assisted living centers, group homes, senior centers, etc. to help people get their groceries, pharmacy meds, etc. This could also help with productivity by boosting ridership.
- **Partnering with the Food Bank of Manteca** as part of a Meals on Wheels program. We have successfully done this with other clients; for example, in Austin, Texas, we partnered with the Greater Texas Food Bank.
- **Developing marketing and informational materials** that engage with community dialogue around services by proactively addressing common questions/concerns and informing riders about the services available to them. These materials can include pamphlets, mailers, flyers, videos, and physical or digital advertisements to disperse into the community in targeted areas. We can also help the City create call out questions, surveys, and focus group materials to solicit feedback from community members. MTM Transit's in-house marketing team can develop content specific to the City and the Manteca community.
- **Working to engage related community organizations**, such as local libraries, care facilities, and civic groups, whose members may be possible passengers of the City's services. We can engage with these groups to help amplify the City's messaging regarding MT services.
- **Holding virtual "town hall" style information sessions** with a targeted list of groups and community stakeholders to describe how the services work, centered around the unique value propositions for each target group and possible barriers to using the City's services. Town hall meetings can also be conducted for passengers and vulnerable population groups within the community.
- **Conducting high-touch, individualized outreach** to especially vulnerable or vocal community members to ensure they are knowledgeable and prepared to use the City's services.
- **Leveraging support to drive continuous growth and improvement** by holding post-start-up meetings with community members and organizations, understanding the community's impression of MTM Transit's operation of the City's services, and adjusting service design and/or outreach materials if necessary.

6. Vehicle Maintenance Program

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.*

MTM Transit recognizes how important it is to the City that its vehicles remain at optimum performance to ensure schedule dependability for MT riders, and we will perform the maintenance duties for the City as outlined in the RFP ***(2.3).*** Our staff and vendors will clean and maintain all the City's transit vehicles and provide all labor, maintenance equipment, and supplies as outlined in the RFP to fulfill our maintenance and repair responsibilities.

At MTM Transit, we take pride in the care of the vehicles we operate and keep them in superior mechanical condition to maximize their longevity. MTM Transit will use its extremely effective preventative maintenance program to keep the fleet in like-new condition.

Properly maintained vehicles increase road performance statistics, reduce breakdowns and road calls, and contribute to the successful operation of the City's fixed route and DAR/ADA paratransit program. Our experienced dedicated Maintenance Manager Adam Perriera, along with our proven maintenance procedures and AssetWorks fleet management software program, will help ensure the City's fleet is well maintained.

MTM Transit's maintenance procedures will meet or exceed manufacturer's recommendations, and will comply with all FTA, City, State, and California Highway Patrol (CHP) regulations and standards ***(2.3.1).*** We acknowledge the City will provide nine cutaways and one CNG vehicle for transit operations; MTM Transit will provide one vehicle for non-revenue use ***(2.3.2).*** We understand we will be responsible for maintenance and repairs for all current and future City-provided vehicles and equipment. Our staff will fuel vehicles at the Manteca Corporate Yard or the Control Facility as outlined in the RFP. The City will provide fueling cards and identification badges to our designed personnel to access the Corporation Yard and Control Facility ***(2.3.13).***

Maintenance Staffing Approach

MTM Transit is proposing Adam Perriera as the Maintenance Manager for the City of Manteca's fleet. Adam will be on-site at the Manteca Bus Facility each morning 30 minutes before the first vehicle pull out to inspect vehicles for any maintenance issues ***(2.3.4)***, and he will be responsible for all aspects of vehicle maintenance.

Our Regional Director of Maintenance Joe Sullivan, who is an ASE-Certified Master Technician, will work with Adam Perriera to ensure timely and proper performance of preventative maintenance inspections, repairs, and bodywork. More information on both Adam and Joe's experience can be found in ***Section 4. Personnel*** on **page 36**.

We also intend to staff one full-time utility worker, but the majority of vehicle maintenance will be outsourced to Sunshine Auto Care, Inc., which is already fully staffed with ASE-certified technicians and is equipped with the tools and equipment needed to maintain and repair the City's transit vehicles. Their facility is less than one mile from the Transit Center making it a cost-effective and efficient option for the program.

Fleet Management Software

MTM Transit proposes specialized AssetWorks FleetFocus for fleet and equipment maintenance management, record keeping, analytics, and reporting for the MT contract. FleetFocus allows our maintenance teams to monitor vehicle status, warranty requirements, and inventory levels, along with controls of scheduled and unscheduled repair items, such as air conditioning, wheelchair lift/ramp parts, and materials. It provides the ability to define and track preventative maintenance schedules and repairs; calculate when maintenance is due; schedule preventative maintenance notifications by date, mileage, or hours; and provide a detailed maintenance history and cost summary. **Figure 17** further outlines the software capabilities of FleetFocus.

Figure 17: AssetWorks FleetFocus Software. *FleetFocus is used for a variety of maintenance management, record keeping, and reporting tasks.*

AssetWorks FleetFocus is the industry-leading fleet management software system on the market and will help MTM Transit keep the City's fleet on the road in the most cost-effective manner possible. FleetFocus provides alerts to users to notify them of urgent issues and dates that preventative maintenance is due. The software is also highly customizable and offers many user-definable features and options. It includes a full range of reports, which provides clients with immediate feedback on fleet performance.

FleetFocus tracks an unlimited amount of assets, including vehicles, equipment, parts, and fixed assets through their entire lifecycles. The information managed within the system includes:

- Basic asset data, like year, make, and model
- Meters
- Preventative maintenance
- Department, location, and operator assignment
- Classifications
- Motor pool
- Acquisition
- Warranty
- File attachments
- Replacement
- Recurring costs

Our maintenance teams use FleetFocus to track repairs, inspections, and warranty work as required. FleetFocus provides inherent workflows for the processing and completion of all work orders, which may be created as needed, from service requests, or auto generated based on PM schedules. This includes internal maintenance shops, external commercial/vendor repairs, fully integrated inventory management, direct vs. indirect labor, operational vs. location downtime, and much more. FleetFocus provides a wide variety of supporting functionality including, but not limited to:

- Work order processing
- Commercial work
- Billing
- Historical costs
- Shop calendar
- Notifications
- Recalls/campaigns
- Warranty
- Accident management

FleetFocus provides a variety of dashboards for ease in tracking and reporting. **Figure 18** shows a sample Work Management Portal dashboard from FleetFocus.

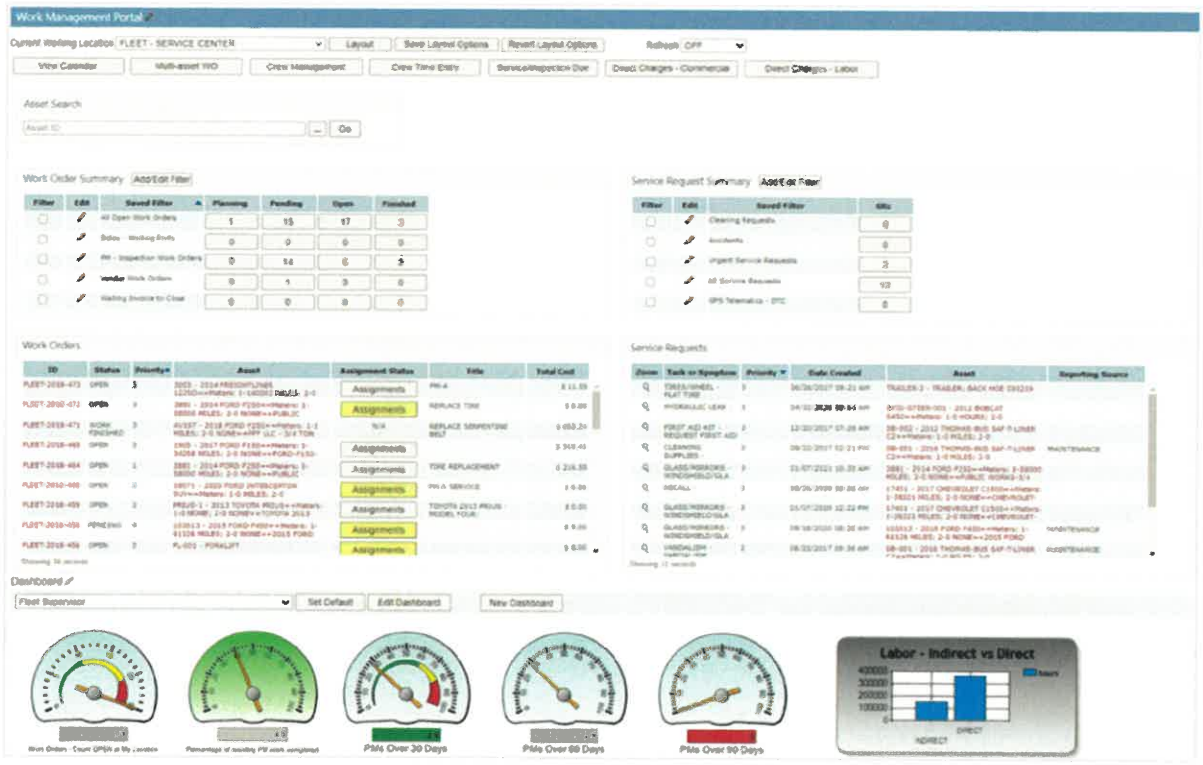


Figure 18: AssetWorks FleetFocus Fleet Management Software. *This sample dashboard demonstrates one of the many dashboards available in FleetFocus.*

MTM Transit also maintains a vehicle file for each vehicle within the software that includes a complete maintenance and repair history, inspection, and licensing documentation. The paperless storage system helps reduce our environmental footprint. FleetFocus can organize each vehicle file by vehicle number, and document all vehicle maintenance to include preventative maintenance, scheduled maintenance and inspection, unscheduled maintenance, fuel and oil usage, and engine and transmission rebuilds. We also use FleetFocus to provide additional maintenance reports on a regular basis or as requested. FleetFocus provides over 275 out-of-the-box reports, as well as ad-hoc reporting capabilities so we can create the exact reports our clients need to understand their unique fleet operations.

We included the costs of AssetWorks FleetFocus in our base price proposal.

Inspection Records

In addition to providing the City access to AssetWorks FleetFocus, MTM Transit will make all inspection records available to the City, CHP, or other regulatory agencies with jurisdiction, when requested ***(2.1.4)***. Our staff will assist and prepare inspection records and report in a form and according to a schedule the City approves, to include:

- 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
- Summary of maintenance and repair problems

MTM Transit will transport vehicles to required inspection facilities when requested. To ensure vehicles are maintained according to City and FTA standards, our management team will participate in meetings with the City staff monthly, or more often as required.

Maintenance Facility

As detailed in the RFP, the City will provide the vehicles and equipment required for Manteca Transit services ***(2.1.3)***. For maintenance of the City of Manteca's transit fleet, we will be outsourcing to Sunshine Auto Care, Inc., which is already fully staffed with ASE-certified technicians and is equipped with the tools and equipment needed to maintain and repair the City's transit vehicles. Upon City approval, we will utilize this facility to perform vehicle maintenance starting on day one of the contract.

Sunshine Auto Care has provided similar fleet maintenance service in Manteca since 1986 and is located at 1003 Moffat Boulevard in Manteca, which is well within the 10-mile radius from the Manteca Transit Center ***(2.3.3)***. As shown in **Figure 19**, this facility is less than one mile from the Center and meets all the requirements as stated in this RFP.

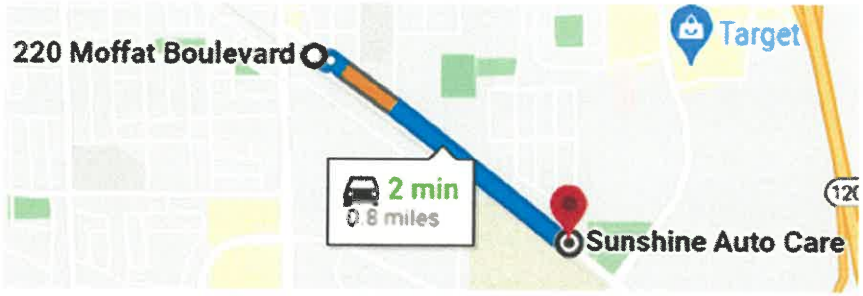


Figure 19: Maintenance Facility Location. *MTM Transit proposes using Sunshine Auto Care, Inc. for maintenance which is located at 1003 Moffat Blvd, Manteca, CA 95336.*

We understand that Manteca Transit vehicles will be stored within the City's Corporation Yard, the Waste Quality Control Facility, or other location approved by the City ***(2.3.11)***. MTM Transit will submit to the City an annual Safety Compliance Report/Terminal Record Update (CHP 343) through an inspection from the Motor Carrier Unit of the CHP ***(2.2.8).*** We understand we must attain satisfactory ratings in all inspection categories; we will correct any findings expeditiously or explain any findings to the City's satisfaction. MTM Transit has passed every regulatory inspection that it has been subject to.

MTM Transit will not install equipment or make any alterations to City-owned equipment without the City's prior written consent, and will not post any notices, announcements, or other materials in or on equipment without the City's approval ***(2.3.9).*** In addition, we agree that no City-provided vehicles or equipment will be operated beyond the limits established in the applicable insurance policies and may only be used to transport passengers as outlined in the agreement, or in services approved beforehand by the City. We agree to use vehicles in a careful, proper manner, and to comply with all federal, state, local, or other governmental laws, regulations, requirements and rules regarding the use, maintenance, and operations of the vehicles ***(2.3.10).***

VEHICLE INSPECTIONS

MTM Transit performs daily pre- and post-trip inspections on all vehicles, as well as more thorough monthly compliance inspections, and preventative maintenance inspections according to OEM-supplied timeframes. All inspection documentation is retained by MTM Transit in compliance with FTA and National Transit Database (NTD) reporting requirements and provided to the City as requested. The City is encouraged to inspect any vehicle at any time.

If an operator or other employee identifies a problem during a pre- or post-trip inspection, the vehicle is immediately removed from service, repaired, and inspected again before it is returned to service. MTM Transit submits vehicles to the City upon request for safety inspections at intervals identified by the City.

Daily Pre-Trip Inspections

MTM Transit believes it is everyone's responsibility to maintain the appearance and serviceability of each vehicle in the Manteca Transit fleet. At the start of the day, every vehicle undergoes a daily pre-trip inspection. Operators are trained to recognize symptoms of maintenance issues and perform a pre-trip inspection. MTM Transit will use TrackIt software to provide electronic documentation of the Daily Vehicle Inspection (DVI) form ***(2.3.5)***, and operators will complete the DVI form on tablets. We currently use this electronic DVI system in our Tracy operation, and have found it to significantly improve communications between operators and the maintenance team. TrackIt reduces DVI processing times and provides our Maintenance Managers with real-time alerts when defects are reported.

We will submit our DVI form to the City for approval prior to the service start-up date ***(2.3.8)***. Operators are required to sign and date the form noting whether a defect was found. The pre-trip inspection includes a walk-around visual inspection, a full cycle check of lift and/or ramp and interlock function, and a check of the items on the DVI form to include items required by the City.

Operators will be required to sign and date the form noting whether a defect was found. Maintenance Manager Adam Perriera will review all DVI forms daily to prioritize defects and ensure issues are quickly addressed. Defective vehicles are removed from service until repaired. All vehicles are properly maintained, fully operable, body damage free, road worthy, and clean while in service.

Wheelchair lifts/ramps will be cycled each day prior to in-service use; our staff will report any failures to dispatch and to the City ***(2.3.7)***. Before beginning service each day, operators are given 15 minutes to inspect the following items ***(2.3.9)***:

- Turn signals and emergency flashers
- Headlights, on both high and low beams
- Brake, tail, and back-up lights
- Interior and exterior lights
- Windshield wipers and washer
- Door and window operation
- Horn
- Brakes functionality and brake fluid
- Oil level and pressure
- Fare collection equipment
- Mirrors
- On-board camera systems
- Wheelchair lift or ramp, tie downs
- Steering
- Radio system/tablet
- Heater(s) and defroster
- Air conditioning system
- Safety equipment
- Interior and exterior cleanliness
- Amount of fuel and other fluid levels
- Tires (air pressure, tread depth, wear)
- Battery fluid, cables, and corrosion
- Body damage
- Coolant and fluids

Post-Trip Inspections

Once the vehicle is out of service for the day, operators record the mileage and usage of fuel and oil. Operators check for fuel leaks, missing gas caps, oil leaks, and radiator and cooling system leaks. Operators also check the fluids for automatic transmission, brakes, coolant, and windshield washing solvent, and inspect the first aid and accident kit. A post-trip inspection sheet is prepared by the inspecting operator and turned in to be retained in the vehicle file in the fleet management software.

Groove Glove for Tire Wear Monitoring

MTM uses Groove Glove technology to aid in tire conditional review. Groove Glove is a Wi-Fi connected handheld laser-based tire and alignment diagnostic scanner. Groove Glove collects tire tread status and alignment. The tool can be linked to reporting through license plate scanning. Complete vehicle tire scanning can be done in as little as 30 seconds.

The user first captures license plate information, then scans all four tires. Groove Glove then sends the scan data to any integrated software and compiles the data into a history report for managers, supervisors, or technicians.

This program checks tread depth and tire wear across the surface of the tires. The reports allow MTM Transit to take a proactive approach to tire safety as well as in maximizing tire life. We can identify wear patterns, determine alignment needs and tire rotations to extend tire life and safe operations.

VEHICLE CLEANLINESS AND APPEARANCE

The appearance of the City's fleet should be a positive and professional reflection of the program. Clean vehicles make a good impression on passengers. As such, MTM Transit always keeps all program vehicles clean and free from body damage. MTM Transit will ensure that vehicle servicing and cleaning is completed in adherence to the standards outlined in the RFP ***(2.3.12).***

For the City of Manteca's program, MTM Transit will use Butler's Mobile Cleaning Source for weekly exterior washing and cleaning. Butler's is a disadvantaged business enterprise (DBE) and has almost two decades of experience specializing in quality washing and cleaning methods.

We will also staff a utility worker who will assist in maintaining the cleanliness of vehicle exteriors and interiors, keeping vehicles free of litter and debris as much as practicable throughout the operating day; we will also exterminate all vermin and inspects immediately upon their discovery.

MTM Transit will comply with all federal, state, and local laws and regulations regarding wastewater resulting from vehicle cleaning. We ensure all vehicle cleaning will be in compliance with the RFP and as shown in **Figure 20.**

Vehicle Cleaning and Servicing	
Daily	✓ Clean vehicle interior on a nightly basis ✓ Sweep the floor ✓ Dust the dashboard and operator controls ✓ Remove gum, grease, dirt, and grime interior ✓ Clean and sanitize interior surfaces ✓ Empty trash receptacle ✓ Inspect for seat damage or graffiti ✓ Remove or repair any graffiti or damage to seat upholstery (no vehicle will be put into revenue service with visible graffiti without City approval)
Once Weekly *(or as needed)*	✓ Wash exterior of each bus, including windows, wheels, rubber, or vinyl components (tires, bumper, fender) of each bus ✓ Mop floors, clean side panels, ceilings, operator's compartment, seat frames/backs
Once Monthly *(or as needed)*	✓ Door edge guards (and treat with a preservative)

Figure 20: Vehicle Cleaning and Servicing.

Our managers and the road supervisor will perform periodic unannounced checks of vehicle cleanliness and monitor it through on-street supervision. Any vehicle that does not meet MTM Transit and the City's cleanliness standards is removed from service until the problem has been addressed.

Preventative Maintenance Program

MTM Transit's preventative maintenance program is based on industry best practices, is rigorous, and ensures all necessary defects are identified and repaired in a timely manner. Additionally, daily visual inspections minimize downtime by proactively addressing any situations in which the operation, safety, or appearance of a vehicle may be compromised. Our goal is to always have all vehicles available for service and maintain all vehicle equipment, including the radios and tablets, in good working order.

MTM Transit maintains all components of each vehicle, including its body, frame, furnishing, mechanical, electrical, hydraulic, and other operating systems in proper working condition free from damage and malfunction. We ensure all vehicles have functioning air conditioning, heating, seatbelts, wheelchair lifts/ramps, and wheelchair tie-downs.

We schedule maintenance at times that ensure maximum availability of vehicles for service. Maintenance repairs are completed within a reasonable amount of time to minimize the time vehicles are not available for revenue service or back-up service.

Our comprehensive vehicle maintenance program complies with the requirements of the RFP, OEM standards, and all federal, state, local, or other governmental laws, regulations, requirements, and rules with respect to use, maintenance, and operation of the vehicles.

Preventative Maintenance Schedule

Our Maintenance Manager Adam Perriera will be responsible for overseeing all maintenance and repairs for existing and future City-provided vehicles and equipment and will always ensure vehicles are maintained in service ready condition. We will conduct repair work as soon as practicable when we learn such work is required. We understand our maintenance duties will include the following as outlined in the RFP ***(2.3.5)***:

- Establishing and following a pre-trip and post-trip inspection program
- Conducting Preventative Maintenance Inspections (PMI) at least every 45 days or 4,000 miles, or the manufacturer's suggested mileage (whichever is less)
- Aways maintaining vehicles in service ready condition, including daily fueling and fluid checks, exterior and interior cleaning
- Maintaining all components of the vehicle bodies
- Maintaining heating and air conditioning systems
- Making repairs within 30 days or less of date of occurrence
- Having responsibility for proper use, care, maintenance, and towing of all revenue service vehicles to and from our maintenance facility
- Maintaining a sufficient inventory of parts and fluids to assure timely repairs
- Making exterior repairs, including painting and bodywork upkeep
- Completing all required governmental and regulatory documents
- Assuring that no vehicle is allowed into operation when its condition is unsafe or uncertain

We are committed to maintaining the current fleet and the new vehicles in excellent condition. MTM Transit staff will help ensure these vehicles are kept in like-new condition.

MTM Transit will maintain relevant Preventative Maintenance Inspection logs and conduct mandatory California Highway Patrol inspections, as well as preventative maintenance inspections (PMI) at least every 45 days or 4,000 miles, whichever comes first ***(2.3.5)***. PMIs will include checking all the following:

- Replacement of engine oil and filters
- Seatbelts and seats
- Wheelchair belts
- Wheelchair lift/ramp
- Interior and exterior lights
- Brake system
- Suspension system
- Belts, hoses
- Transmission fluids
- Water pump
- Ignition system
- Spark plugs and fuses
- Fuel system
- Passenger grab rails
- Body, doors, and windows
- Wheelchair securement positions
- Interior climate controls
- Vehicle operator gauges and controls
- Drive train
- Steering system
- Engine fluids
- Air filter/system
- Batteries
- Engine electrical system
- Exhaust system
- Emergency equipment
- Damage to vehicles

Lift and Securement Maintenance

Each vehicle equipped with a lift is thoroughly inspected for safety and cycled twice daily, each morning and afternoon shift. All lift equipment is inspected, serviced, and lubricated at the necessary intervals to ensure it is operational whenever the vehicle is used in revenue service. The bridge hinge and lift are cleaned of all dirt and debris using compressed air.

All components of the lift are lubricated using penetrating oil specified by the lift manufacturer. The fluid level in the lift reservoir is checked, and both manual and electrical operation is tested to ensure proper functioning and that the securement belts work properly. The manual lift handle is inspected to make certain it is in the proper place, and the interlock and warning alarm is inspected to ensure they are operating properly. Vehicles with non-functioning lifts are not allowed to enter service. MTM Transit repairs non-functioning lifts, and all repairs are documented on a work order and recorded within the fleet management software.

Road Call and Vehicle Change-Out Procedures

MTM Transit prepares for unforeseen events by training operators and staff on appropriate responses. In case of a breakdown, the operator is to notify dispatch, advising of the problem. Dispatch has a troubleshooting guide for common issues to help the operator respond to the issue quickly. Many times, this can be done without involving maintenance, but if needed, the dispatcher coordinates with the maintenance team to resolve the issue quickly and safely to get passengers back on schedule.

If the issue cannot be resolved over the radio, and should passengers be on board, a standby operator, or if necessary, our Road Supervisor, Safety & Training Manager, or our General Manager, will travel to the location in a pre-tripped replacement vehicle. Upon arrival, all passengers will be transferred to the replacement vehicle and proceed to their respective destinations. If no passengers are on board, the replacement vehicle will proceed to the next scheduled pick-up. The problem vehicle will be removed from service until all repairs are complete.

Maintenance Program Performance of Three Similar Transit Systems

As requested in the RFP, we have detailed in **Figure 21** MTM Transit's performance of our maintenance program over the 12-month period of July 1, 2021, to June 30, 2022, for three comparable transit systems. MTM Transit acknowledges that the City's standard for in-service miles between preventable, mechanical road calls is 5,000 miles ***(2.3.6)***. As shown in **Figure 21,** our standard is 15,000 miles, which we are currently exceeding in our contracts. The data for miles between road calls figure reflects both preventable and non-preventable road calls.

Maintenance Performance (July 1, 2021 to June 30, 2022)

Category	Standard	Actual Performance		
		Martin Co, FL	Reno, NV	Tracy, CA
Miles Between Road Calls	*15,000 Fixed; 25,000 Para*	16,500 Miles	41,513 Miles	33,719 Miles
Total Days Vehicles Remained Out of Service (OOS)	*36 average days OOS per vehicle (10%) per year*	38	33	22

Maintenance Performance (July 1, 2021 to June 30, 2022)

Category	Standard	Actual Performance		
		Martin Co, FL	Reno, NV	Tracy, CA
Percent of Bus Availability	*80% average daily vehicle availability (20%)*	88%	86%	90%
PM On-Time Performance	*100% PM OTP within 10% window*	100%	98%	100%
Fleet Size	*N/A*	22	58	22
Total Miles	*N/A*	693,239	1,157,261	370,909

Figure 21: MTM Transit Maintenance Performance for Comparable Systems.

7. Innovation Approaches and Technologies

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*
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*

Continual improvement and innovation are required to meet the growing transportation needs of our contracts within constrained budgets, and we have met our clients' needs and operated within our proposed budgets consistently. As a privately-owned company, MTM Transit is an agile partner, capable of making quick adjustments to meet changing program needs. The City can be assured that MTM Transit will deliver cost savings to the program without sacrificing customer satisfaction, program quality, or access. Below, we provide examples and case studies outlining our success controlling key cost operators in similar programs.

Workers' Compensation

Program: *Orange County in Goshen, New York*

Through the consistent focus on safety, reinforced daily by our local General Manager, MTM Transit's Orange County, New York location has not had a workers' compensation claim since 2020. Our General Manager consistently reminds his employees to think before acting, and always promotes safety for his team, both on and off the job. Both the General Manager and his dispatchers provide daily reminders to operators at check-in and over the radio, reminding them to think before doing anything that is risky. This important message of always doing the right thing to protect yourself and your passengers from risk or harm of injury is echoed at monthly safety meetings and safety blitzes. Additionally, from a corporate perspective, all Regional Vice Presidents meet quarterly to discuss current and potential claims in order to mitigate risk and make continuous improvements companywide regarding workers' compensation claims.

Fuel Efficiency and Savings

Program: *Sarasota County Area Transit in Sarasota, Florida*

In our Sarasota, Florida location, we implemented a fuel card and tracking system which was much improved over the previous provider. We also optimized the dispatching and scheduling software settings, resulting in better routing, and focused on assigning trips to the appropriately sized vehicles for proper capacity on each route. These efforts resulted in annual savings of 12% in overall fuel costs.

Improvement in Revenue Collection

Program: *Sarasota County Area Transit in Sarasota, Florida*

Our Sarasota, Florida team worked closely with the client to modify the fare payment program, a move which has resulted in approximately $25,000 in annual savings. Previously, passengers were able to send in checks to prepay for their trips. Then when their account was zeroed out, they were still claiming they had paid ("the check is in the mail"). The Sarasota team changed to a prepaid ticket system, where the passenger had to either purchase tickets in advance or pay cash at the time of the trip. MTM Transit developed a system to track all ticket purchases and cash payments. This resulted in large savings for the client by reducing previously uncollected fares.

Workforce Attendance

Program: *Reno Regional Transportation Commission in Reno, Nevada*

In our implementation in Reno, Nevada, MTM Transit inherited an incumbent workforce that was very unhappy, and there was a poor relationship with the union. Under the previous contractor, there were on average five employees calling off work each weekday, or 25 call-offs per week. After completing just one month of service, MTM Transit had reduced the number of call-offs to an average of 0.6 per day, or a total of three per week. This significant improvement was accomplished through MTM Transit's open-door policy and morale-boosting culture. Maintaining consistent employee attendance, especially amongst operators, allows our team to focus on what matters most: safety and customer service.

Improved Efficiency in Use and Maintenance of Vehicles

Program: *City of Tracy Tracer Service in Tracy, California*

In Tracy, California, MTM Transit inherited a fleet that the previous provider had not made a priority in its maintenance shop, which was supporting several other contracts. By deploying a more robust preventative maintenance program, paired with management in our maintenance software, we were able to reduce road calls by 77% in our first 90 days of operation. We continue to maintain a solid preventative maintenance program for this location.

When we were re-awarded with the program in July of 2021, we successfully commissioned an entire new fleet for Tracy that started on the first day of service. Our Maintenance Manager for Tracy went above and beyond during the process; he worked with the City from start to finish, assisting with vehicle build specifications to branding, ITS installations, taking delivery, and placing them into service.

Technology Enhancements to Improve Quality, Efficiency, and Reliability

MTM Transit has improved quality, efficiency, and reliability in many locations across the United States through the innovative use of technology. Below we have highlighted some of these successes.

Improving Quality and Efficiency with Reveal

As noted throughout our response, MTM Transit is proposing our internal Reveal software for the Manteca Transit program. Reveal has helped us drive operational efficiency and passenger satisfaction across our programs by maximizing multi-loading opportunities to improve passengers per hour, deploying more intelligent routing, improving on-time performance (OTP) and subsequent passenger satisfaction, and allowing for easy day-of-service adjustments to prevent delays and missed trips. Specific examples of improvements we experienced upon converting clients to Reveal software include:

- **Tracy, California.** MTM Transit transitioned the Tracy program from RouteMatch software to Reveal for the paratransit portion of the program. We saw immediate positive results in OTP increasing from 88% to 92%, while simultaneously improving routing to increase productivity from 1.7 passengers per hour (PPH) to 2.1 PPH.

- **Reno, Nevada.** When MTM Transit transitioned our Reno contract to Reveal, we saw an increase in OTP and productivity, but most significantly, Reveal's automated trip reminders helped us to reduce no shows by 21%. With Reveal, passengers receive automated calls or SMS text messages reminding them of their trips. Passengers are now able to easily cancel via the automated system.

- **Hamilton County, Ohio.** We migrated our Hamilton County, Ohio contract to Reveal in September of 2018. The six-month OTP average prior to implementing Reveal was 86.43%. After we migrated to Reveal, the six-month OTP average went up to 93.93%.

Additionally, as noted previously, MTM Transit is the provider of travel training and assessment services for the San Joaquin Regional Transportation District, which is the designated Consolidated Transportation Services Agency (CTSA) for San Joaquin County. In the second quarter of 2023, MTM Transit will be launching a new eligibility database for that program called Mobility Direct. Mobility Direct is a software created by MTM Transit specifically to manage the paratransit eligibility process from start to finish. Because both Reveal and Mobility Direct are MTM Transit's in-house technologies, we have developed integrations that allow automated data transfer between the programs. Once both programs are live on our technology, eligibility information will be easily available to our Manteca Transit dispatchers in Reveal without the need to pull eligibility information manually from reports.

Using the idrive Camera System to Prevent Accidents

Another technology we are proposing for the Manteca Transit system is the idrive camera system. The idrive system is a critical tool to drive an enhanced safety culture for the program, helping to reduce accidents and incidents. Unlike many competing video monitoring systems, idrive records continuously including both inside and outside of the vehicle whenever a vehicle is operating. This camera system offers distracted and drowsy driving detection, as well as safe distance warnings to prevent accidents with real-time alerts for the operators. It also uses facial recognition to identify operators for accurate data and reporting. The idrive AI Cam also includes accident detection, which detects potential accidents and sends alerts to our managers.

MTM uses idrive in multiple programs we operate, and we have developed safety procedures around the data and alerts provided by the system. This system has helped us create targeted training and retraining opportunities, coach individual operators to improve performance, and proactively address safety concerns before an accident occurs.

One example of the success of this system is our Hamilton County, Ohio operation. This location began using the idrive safety tools in the first quarter of 2022. They now have the highest idrive safety score across our book of business with a 9.99 out of 10. By using the idrive reports, providing regular feedback to the operators and proactively coaching to correct potential safety issues, they have seen a dramatic reduction in preventable accidents. In fact, this location has driven over 250,000 miles since June of 2022 and not had a single preventable accident.

Streamlining Maintenance Inspections with TrackIt

We are proposing to use TrackIt for electronic documentation of Daily Vehicle Inspections (DVIs) for the Manteca Transit program. This system allows real-time DVI communication between vehicle operators and the maintenance team via automated alerts, ensuring necessary repairs are scheduled immediately, and that technicians and parts are ready when the vehicle requires service. Further, operators can take pictures of the defects to attach to the DVI, which helps the maintenance team understand the problem before physically inspecting the vehicle themselves. Finally, the system's dashboards allow the maintenance team to have a consolidated view of required services for the entire fleet and to easily prioritize repairs.

MTM Transit began using TrackIt to maintain digital records of DVIs in Tracy, California, in July of 2021. The maintenance team in Tracy has seen significant reductions in administrative time spent completing and reviewing DVI forms, and in the time from report initiation to repair completion. Our Tracy maintenance team states that now they can review all DVIs for the fleet within about 20 minutes, where it previously took up to eight hours. Operators report spending approximately 12 hours per month completing DVI forms with the TrackIt system, as opposed to 32 hours per month using the previous paper system. Perhaps most importantly, the time from the documentation of a defect on a DVI time to an actual repair has gone from an average of 36 hours to just six hours with TrackIt. Additionally, safety defects are sent immediately via an alert to the Maintenance Manager, enabling notification with minutes of detection. Finally, we estimate that we have saved over 20,000 pieces of paper with this system, or approximately two trees, providing benefit to the environment and supporting our green initiatives.

Identifying Cost Control Targets in Manteca

Reveal Software

One of the primary opportunities for cost-efficiency is proper scheduling and routing of trips. By properly educating dispatchers to take full advantage of the features of Reveal, our staff will monitor trip data to identify improvements. Our dispatchers will be trained to examine and adjust each scheduled run to maximize productivity and minimize circuitous routing.

We will also monitor and update the backend settings within Reveal to ensure the most efficient scheduling possible in the system. The parameters within Reveal can be adjusted to take various factors into account to accurately estimate travel and load times. We will adjust these parameters to slow down or speed up routes based on the terrain, traffic, time of day, day of the week, distance traveled, vehicle type, and load times by location, as well as seasonal concerns.

While Reveal offers advanced techniques to maximize scheduling efficiencies, MTM Transit also understands that scheduling efficiencies start when a customer calls to book a trip. We will train our staff to be skillful in managing calls and tactful in minimizing talk times, handling each call with the utmost speed, courtesy, and respect. We will also train our dispatchers in negotiating trip times and verifying that eligibility parameters cover the trip.

Our dispatch team will encourage multi-loading and routing opportunities and develop efficient run manifests based on pick-up and destination locations and times. By appropriately identifying such opportunities, we will increase service delivery efficiency, maximize productivity, and lower the overall per-trip cost. Our staff will be extremely proficient with Reveal's various applications; our local team's expertise with this software will be continually enhanced throughout the life of this contract, as additional training will be provided by our corporate IT staff quarterly or more often as needed to ensure our staff have the most up-to-date knowledge about the program.

Potential Enhancement: Microtransit Solutions

Another success that MTM Transit has had in improving overall system efficiency, controlling costs, and supporting ridership growth is through microtransit services. MTM Transit believes microtransit services could be a potential future service enhancement for Manteca. The convenience and simplicity of a tech-driven microtransit option is a great option to help the City achieve its goal of increasing system ridership while decreasing program costs.

We have already seen the positive impact that implementing microtransit can have; we recently added microtransit to our operations for the Regional Transportation Commission of Washoe County, Nevada, in the greater Reno area; the Capital Metropolitan Transportation Authority in Austin; the City of Tracy in California; and CATA in State College, Pennsylvania. Highlights from these programs are shown in **Figure 22** below.

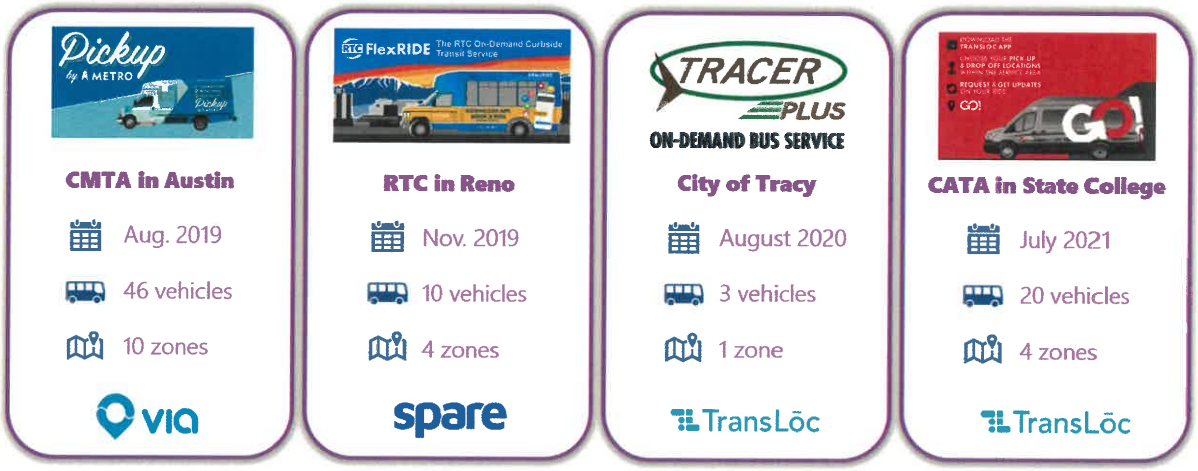


Figure 22: MTM Transit Microtransit Operations. *MTM Transit operates four microtransit programs for various clients across the United States.*

As an example, in our Austin contract, MTM Transit began operating a microtransit service in August of 2019. What started as a small pilot with just a few vehicles has grown exponentially to serve ten zones with 48 dedicated vehicles. In addition to net new ridership growth, the client has estimated converting approximately 13% of its paratransit riders to this lower-cost alternative. The chart in **Figure 23** shows the growth in service in just the last year.

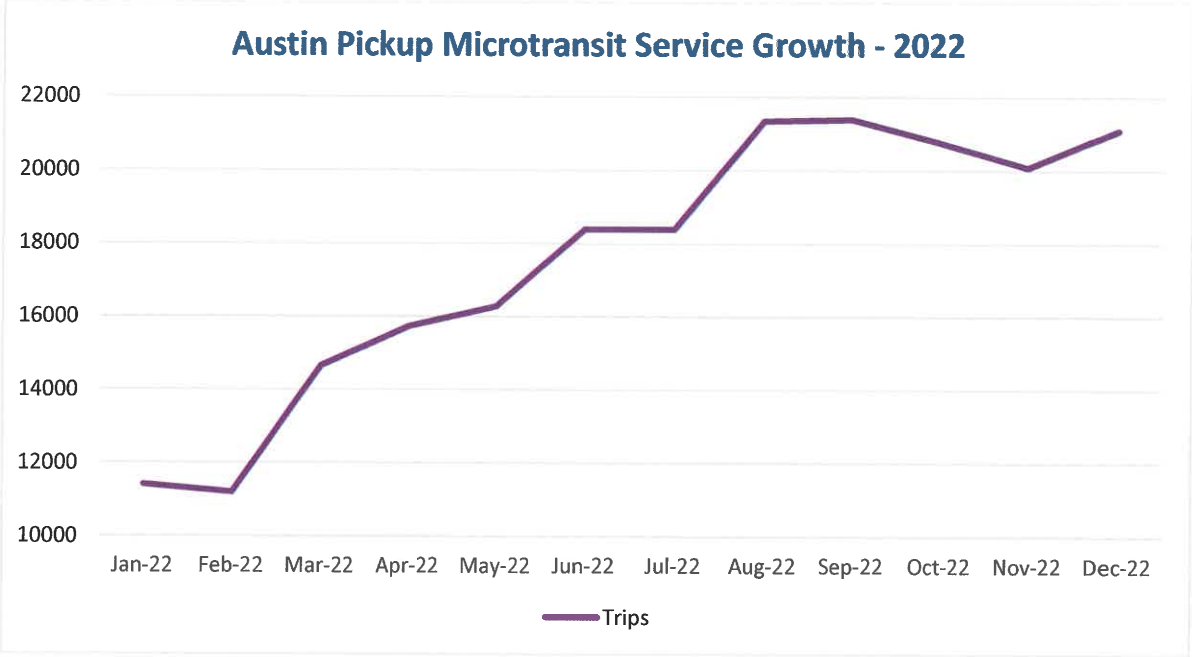


Figure 23: Austin Pick-Up Ridership. *The microtransit program in Austin, Texas has seen significant growth in the past year.*

If Manteca Transit is interested in exploring the addition of microtransit services to the Manteca Transit program, MTM Transit is well positioned to guide the agency through the process. We have experience with multiple microtransit technology solutions, and in piloting and growing microtransit programs across the country.

Facility Flexibility

We understand the City's position and reasoning behind the ten-mile maintenance facility requirement for this program. Ensuring proper fleet maintenance and minimizing deadhead are critical for the program and the City's budget. In the event the City would reconsider expanding the ten-mile radius to fifteen miles, we could discuss the potential of using MTM Transit-dedicated maintenance staff at our existing Tracy facility for maintenance of the Manteca Transit fleet. If the City of Manteca is open to this, and in collaboration and with the approval of the City of Tracy, we would welcome the opportunity to discuss potential cost savings during negotiations.

8. Employee Work Rules and Benefits Package

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.

MTM Transit's comprehensive Employee Handbook and our Safety and Training Manual outline the standards of excellence to which we hold all of our employees. These manuals address the expectations of professional conduct regarding appearance, attitude and customer service, appropriate communication and interaction with customers, HIPAA, and personal media devices. These manuals, which will be modified upon contract award to meet the City's requirements and furnished to all drivers, supervisors, and other staff, will address the following:

- Accident/incident policies
- Fare policies and procedures
- Vehicle inspection and care
- Maintenance policy and procedures
- Wages and Benefits
- Uniforms
- Driver's rules and performance evaluation processes
- Radio policies and procedures
- Fog and inclement weather policy
- Reporting procedures
- Sample forms
- Disciplinary actions
- Service Information
- Substance abuse policies, drug and alcohol testing requirements

We communicate to employees from their day of hire that they are a representation of both MTM Transit and the City, and as such they shall remain polite and professional at all times – including, to a certain extent, in their actions outside of work.

As a company that provides services on behalf of public entities across the country, MTM Transit truly understands the obligation to act in the spirit of public service and represent our clients in an ethical manner at all times. The City of Manteca can be assured that our proper recruiting, extensive training, and consistent monitoring and supervision will ensure employees providing services under this contract will uphold the City's ethical standards.

Benefits Package

We believe in paying all employees a livable wage to increase the employee retention of a qualified workforce. We also understand the critical importance of budgeting wages that are compliant with current and future collective bargaining agreements.

Further, MTM Transit offers an attractive benefits package that features multiple tiers of coverage options, enabling more employees to obtain coverage with greater flexibility in their choices. Our benefit package provides more comprehensive coverage at a lower cost to our employees than our competitors. These benefits aid in employee recruitment, satisfaction, and retention.

With a **stable workforce and low turnover**, MT and its passengers will benefit from having satisfied personnel who are invested in the success of the contract, and who are able to **develop long-term knowledge of the program and their passengers**.

We intend to offer equal or greater benefits to all employees transferring from incumbent operations, as well as for all unionized employees. We are confident in our comprehensive benefit package, but we will work through any gaps and make accommodations so no employee experiences a lapse in coverage. Our health insurance includes options for medical, dental, and vision coverage, with Section 125 Pre-Tax Benefits for employer-paid health insurance. We look forward to working with the Teamsters union to review and improve their benefit plans in the future and have provided a Letter of Reference from Teamsters in **Attachment D**. MTM Transit will comply with all terms of the current collective bargaining agreements.

A high-level overview of MTM Transit's non-union standard benefits package is provided below:

- **Medical Insurance:** All employees who work 30 hours a week or more are eligible for enrollment in MTM Transit's medical plans. Pre-tax deductions are available for coverage for employees and dependents. MTM Transit offers two plans.
- **Dental Insurance:** Employee pays 50% for coverage.
- **Life Insurance:** Employee's annual base salary rounded up to the next $1,000 increment with a maximum benefit of $250,000. Coverage reduces at age 65. MTM Transit pays 100% of benefit.
- **Vision Insurance:** 100% paid by the employee.
- **Long-Term Disability:** Plan provides 60% of an employee's pre-disability earnings, up to $10,000 a month.
- **Optional Coverage, Voluntary Life Insurance for Employee, Spouse, and Children:** Employee can enroll in additional life coverage for self and/or eligible family members. Coverage is reduced beginning at age 65.

- **Optional Coverage, Short-Term Disability:** Income replacement at 66.67% of weekly pre-disability earnings if the employee cannot work due to an approved disability. Maximum of $2,000 per week.
- **Optional Coverage, Hyatt Legal:** Pre-paid legal plan.
- **Optional Coverage, Allstate Insurance Plans:** Employee-paid coverage for critical illness, hospital indemnity, and accidents.
- **Optional Coverage, InfoArmor:** Employee-paid coverage for identify theft protection.
- **Paid Time Off (PTO)/Vacation:** MTM Transit offers PTO accrual commensurate with seniority.
- **Paid Sick Time:** Sick Leave is included in the MTM Transit's PTO accrual.
- **Retirement Savings:** All full-time employees are eligible to enroll in the company-sponsored 401(k) plan after three months of employment. Alternatively, when pensions are established for Union employees, we contribute accordingly to that plan.
- **Holiday Pay:** Employees receive seven paid holidays each year.
- **Bereavement Leave:** PTO of up to three business days, effective after one year of employment.
- **Uniform:** MTM Transit will supply full- and part-time City operators with uniforms and a name badge. All City operators will be provided with solid collared shirts, sweaters/jackets, hats, and a black belt; they will also be asked to wear their own-provided navy blue or black shorts or slacks and socks, as well as black shoes ***(2.2.7)***.
- **Wellness Program:** Includes free flu shots and health screenings, weight loss program, and step contests.
- **Quarterly Safety Bonus:** Available to employees with no preventable incidents or accidents, and no valid passenger- or service-related complaints.
- **Master Operator Program:** Three levels of recognition; develops operator skills and customer service abilities.
- **Tuition Reimbursement:** Provides reimbursement for education from certificates and licensures through doctorate degrees through select universities.

MTM Transit's **non-union standard benefits package can be adjusted to meet the CBA requirements for all union employees** serving the City, as needed.

Additional Benefits

MTM Transit offers additional benefits as part of our standard package, including a health and wellness program through IncentFit, which facilitates wellness challenges, activity rewards, and fitness reimbursements. MTM Transit uses IncentFit to challenge employees to activities such as company-wide step count competitions and weight loss challenges. Employees who are on our health benefits can also earn discounts by completing activities such as preventative care appointments and volunteering in their communities. We have found IncentFit to be a fun and enjoyable way to encourage our employees to stay healthy and active, which has been proven to increase workplace productivity.

Employees at MTM Transit's Austin South office take part in stretching wellness activity.

Our Human Resources department continually looks for innovative ways to improve employee engagement, morale, and retention. For example, in recognition of the uncertainty and unprecedented demands on employees during COVID-19, and in thanks for the outstanding job all our employees have done during this difficult time, MTM Transit granted all employees an extra day off on June 12, 2020. Called our "Relax from Home" day, staff were encouraged to turn off their computers, spend time with family, or simply relax. We celebrated this day with a photo contest in which staff submitted photos of how they spent their "Relax from Home" day.

Further, we have recently combined our commitment to honoring diversity and engaging our workforce by pledging to recognize Juneteenth as a paid holiday beginning in 2021. Juneteenth, which is observed on June 19th each year, is the oldest nationally observed celebration of the ending of slavery in the United States and commemorates African American freedom and achievements. Our leadership, including President and CEO Alaina Maciá, felt this is an important step toward talking about our company values, and acting on them.

Workday

MTM Transit uses an online platform, Workday, for our employees to **manage their pay and benefits in one central location**, either through a desktop version or a mobile app. Features that employees can access through workday include **pay stubs, tax documents, benefits information, an internal address directory, expenses, and more**.

Employees can also use Workday to track their time off and make time off requests, change and view benefits election details, access MTM Transit's code of conduct and employee handbook, and view and change their personal information. This platform empowers employees to manage multiple aspects of their employment in one single location at any time.

Employee Incentives

MTM Transit offers numerous monetary and non-monetary employee incentives that are used to provide a more stable and professional workforce including, but not limited to the following:

- New hire sign-on bonuses
- Employee referral bonuses
- Employer-paid ASE certification exams
- Employee ASE certification bonuses
- Safety bonuses
- Attendance bonuses
- Safety contests
- Passenger commendation awards and bonuses
- Safety Management System (SMS) Ambassador Program (employee-driven safety club)
- Birthday and longevity celebrations
- New hire training graduation parties
- On-the-spot recognition gift cards for practicing safe work habits
- Employee "Spotlight" awards
- Employee wellness incentives
- Barbeques, pizza parties, and other themed events

Additionally, our recruiting, hiring, and training processes allow MTM Transit to attract and retain high-quality employees who know the local area and the community. MTM Transit has a proven ability to retain an experienced and capable workforce.

Performance Incentives

MTM Transit understands the importance of incentivizing staff to operate vehicles as safely as possible, provide excellent customer service, and work for MTM Transit for the life of the contract. As such, we have the following programs in place to promote these key objectives and enhance employee retention.

Quarterly Safety Bonus

MTM Transit provides safety bonuses for operators who consistently avoid preventable accidents and create a culture of safety. We use the following qualifying criteria to evaluate safety performance each quarter:

- Employees must have no preventable accidents or preventable incidents
- Must attend all scheduled safety meetings
- All scheduled shifts must be performed and completed
- No valid passenger or service-related complaints (this includes employee discipline)

The quarterly safety bonus is paid as follows:

- $50 for full-time qualified employees
- $25 for part-time qualified employees

The quarterly safety bonuses will be paid in compliance with the terms of the CBA.

Master Operator Program

MTM Transit recently added a new recognition program entitled the Master Operator program. The Master Operator program is a program that recognizes and further develops the skills, customer service, and potential of all operators at each of our locations.

The Master Operator program is comprised of three levels. At each level, operators will have achieved an excellent safety record, excellent driving skills, and will be a champion for customer service.

- **First Level, Professional Operator:** This level is open to all existing and new operators.
- **Second Level, Advanced Operator:** Advanced Operator can be achieved after one consecutive year of excellent service and performance.
- **Third Level, Master Operator:** This level is achieved after two consecutive years of excellent service and performance, together with customer service and with obtaining advanced certified operator qualifications.

The Master Operator program helps us to recognize the best of our operators and helps us retain our existing employees. At each level of advancement, the operators are recognized in front of their peers and family members and wear vests of different colors to work that allows them to stand out among their co-workers.

Employee Recognition

MTM Transit uses Bonfyre, an online platform that allows employees to recognize colleagues and others for outstanding performance. Bonfyre is a simple, intuitive app integrated directly into Microsoft Teams that streamlines the channels MTM Transit uses to communicate with employees. In Bonfyre, employees can participate in team activities, as well as send and receive recognition posts; messages for birthdays and work anniversaries; reminders to engage with their teammates; self-development and wellbeing tips; leader updates; and much more.

We also publicly recognize staff who deliver on our core values and provide excellent service at local safety meetings, at board meetings (as approved by our clients), and through social media.

Staff Development

MTM Transit's Human Resources department has developed a clear strategy aimed at furthering the development and growth of all our team members. This strategy has five domains designed to provide every employee ongoing development for a successful lifelong career:

- **Employee Development:** Providing the employee with lifelong learning opportunities.
- **Engagement and Retention:** Retaining the right talent through a culture of employee engagement, including leadership coaching and recognition, as well as quarterly internal surveys to continuously assess our engagement levels and make any changes as needed.
- **Recognition and Rewards:** Recognizing our employees' hard work through fun, socially interactive platforms. Currently, we use Bonfyre, an online platform that allows all employees to recognize others for exemplary performance. Comments are visible to the employee's managers and others within the company.
- **Performance Management:** Using scorecards, goals, and KPIs to track employee performance at all levels.
- **Succession Planning:** Using 10 different contributor levels, and our proprietary Career Journey Blueprint, employees can recognize potential career interests, required experience, and capabilities, and to prepare for their next internal career move.

Bench Program

MTM Transit recognizes the benefits of promoting from within; we develop internal employees to build a pipeline of future qualified leaders through our Bench Program. The Bench Program is a 12-month leadership program that provides participants with the skills and confidence to immediately step into a leadership role. This program combines multiple learning strategies, including:

- Virtual instructor-led classes
- On-demand submissions
- Role-play
- Mentoring
- Flipped classrooms
- Job rotation
- Individualized development plans

The program pushes participants outside their comfort zones to learn through activities including vision boards, presentations, cross departmental assignments, and video submissions surrounding a variety of topics. Through this program, MTM Transit develops and certifies Brand Ambassadors who represent MTM Transit both internally and externally.

Participants also complete behavior- and knowledge-based assessments, which outline competencies for success. Participants use these assessments in partnership with their direct supervisor to create an individualized development plan (IDP) to use for coaching.

During the program, each participant works with a strategically assigned executive-level mentor, meeting monthly to receive coaching and guidance. All executive leaders deliver department-specific training to increase organizational knowledge. Leadership also leads project teams for participants; each team spearheads an idea to support a corporate goal for MTM Transit.

Following completion of the Bench Program, we survey participants to gauge their satisfaction with mentoring relationships, identify areas of opportunity, and improve overall effectiveness of the program.

EMPLOYEE ENGAGEMENT

Outside of training and development, we work to retain qualified personnel through a culture of excellent employee relations. We take several steps to minimize turnover and encourage careers, including offering competitive wages based on local cost of living, operating a wellness program, and providing benefits with multi-tiered health coverage options, as well as paid time off that increases based on tenure.

Staff interaction is a key focus for MTM Transit. We celebrate holidays, new employees, and achievements, and promote community engagement to support the members we serve. Our intranet news site, which we call Core, connects employees throughout all our locations by highlighting awards, celebrations, and other events, as shown in **Figure 24**.

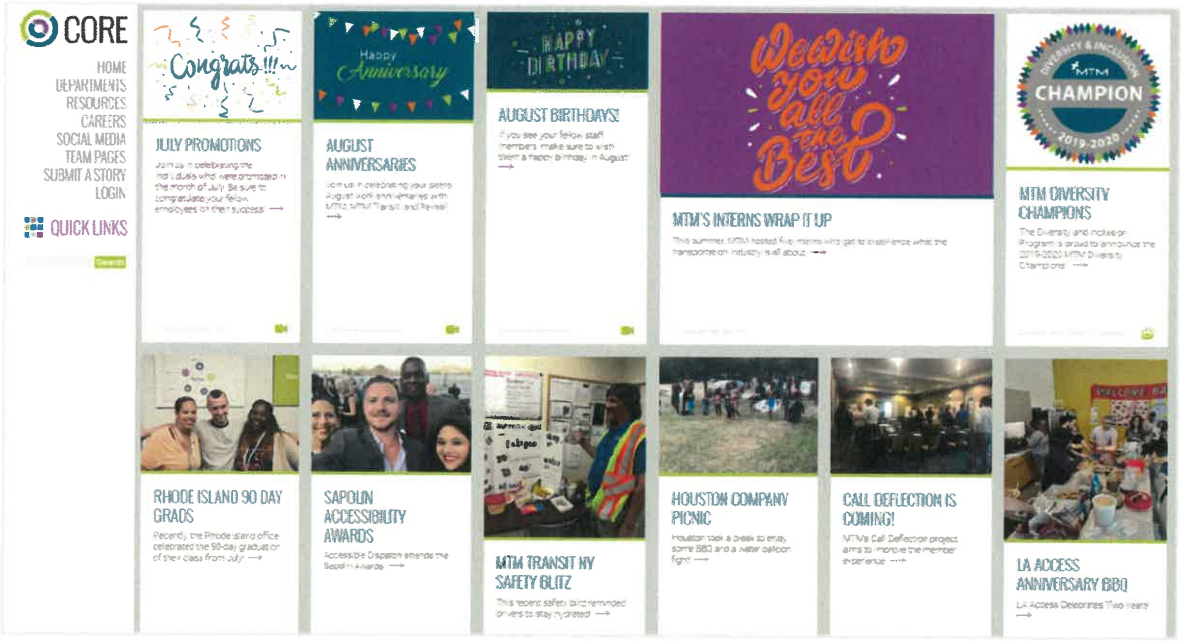


Figure 24: Core. *MTM Transit's intranet news site engages employees in our unique culture.*

Employee Surveys

We also contract with a third-party provider called Emplify to conduct confidential employee engagement surveys across our organization each quarter. Our leaders act based on the results of each engagement operator to ensure our directives are positively impacting our teams and driving retention of quality employees.

9. Staffing Plan

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.*

To fully meet the needs of the City of Manteca's Transit Operations program, its passengers, and this contract in its entirety, MTM Transit will provide sufficient local presence, backed by our solid foundation of executive support. Our local staff will receive appropriate training and have adequate work experience, allowing us to ensure the successful start-up and management of this program. MTM Transit will recruit and retain as many current transit employees as possible, and we will retain the previous contractor's employees for a period of no less than 90 days. We will comply with the personnel and hiring requirements of the contract. Our hiring procedures are described in detail in ***Section 4. Personnel,*** *Hiring Program* on **page 47**.

A description of MTM Transit's employee benefit package and incentive programs, as well as the benefit schedules, are included in ***Section 8. Employee Work Rules and Benefit Package*** on **page 100**.

STAFFING/KEY PERSONNEL

MTM Transit assures the City we will provide a qualified, dedicated, local team, who is fully supported by the oversight of our experienced executive staff, to effectively operate the City of Manteca's Transit Operations program. This includes providing a fully dedicated local staff for the program as described in ***Section 4. Personnel*** on **page 36**. In that same section, we have detailed the backgrounds of our key personnel, including Scott Transue, MTM Transit's Regional Vice President; our confidentially proposed General Manager; Adam Perriera, our Maintenance Manager; and our confidentially proposed Safety/Training Manager. Their resumes are included in **Attachment A**. MTM Transit intends to interview and hire an incumbent dispatcher for the Lead Dispatcher position if a strong candidate is identified.

Figure 25 outlines our proposed staffing plan for the first three years of the contract term, including the number of full-time equivalent (FTE) employees for each position. We have also provided our staffing plan for the option years. We are confident this staffing plan will provide the adequate staffing levels needed to provide the services as outlined in this RFP. Each position listed will be located on-site and fully dedicated to the MT program. We agree to adhere to our staffing plan throughout the term of the contract, and to adjust as appropriate to support program demand and growth. Additionally, we will hire as many qualified incumbent employees as possible, ensuring they meet MTM Transit and MT qualifications.

Position	Years 1-3 FTE	Option Years 4-5 FTE
General Manager	1	1
Safety and Training Manager	1	1
Maintenance Manager	1	1
Lead Dispatcher	1	1
Dispatcher	1.5 (1 FT, 1 PT)	2.5 (2 FT, 1 PT)
Road Supervisor	1	2
Utility Worker	1	1
Operator (Driver)	13	23
Total	**20.5** ***(20 FT, 1 PT)***	**32.5** ***(32 FT, 1 PT)***

Figure 25: Staffing Plan. *MTM Transit's proposed staffing levels.*

Our recruiting, hiring, and retention processes allow MTM Transit to attract and retain high-quality employees who know the local area and the local community; more information on these processes can be found in ***Section 4. Personnel,*** *Hiring Program* on **page 47**. Our personnel receive appropriate training both during start-up and ongoing and have adequate work experience, knowledge, and licenses to perform the services required under this contract; more information on training can be found in ***Section 10. Training Program*** on **page 112**. As noted in the table above, it is our intent to hire mainly full-time staff to fill the staffing plan. This allows more employees to access our benefits, and we have found that it improves employee retention.

10. Training Program

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.*

The cornerstone of any successful transportation program is a stable team of trained, experienced staff. MTM Transit devotes a great deal of time and effort to our training program to provide the skills necessary to perform jobs efficiently and effectively. Our proven curriculum familiarizes all MTM Transit staff with the duties of their position, as well as the policies and procedures for the clients they serve. Each member of the staff serving the City will be well-versed in the City's policies and procedures. As required by the RFP, we will develop, implement, and maintain a formal training and retraining program that is subject to the City's review and approval. All MTM Transit employees working on the Manteca Transit program will undergo our training, including bus operators, dispatchers, and supervisors, as outlined below ***(2.2.5)***.

We also cross-train to add a layer of redundancy to each position and enhance each employee's knowledge of and dedication to the program. MTM Transit has developed and implemented formal training and retraining programs, in accordance with all applicable regulations, laws, and ordinances, for all our operators, road supervisor, managers, dispatchers, and utility worker personnel. We will implement this same training program for the MT program.

As part of the training program, MTM Transit distributes an Operator Manual and an Employee Safety and Training Manual to all employees. These manuals address operator rules; accident/ incident procedures; communications policies; inclement weather policies; vehicle inspection, care and maintenance policies and procedures; reporting procedures; and pertinent forms.

Operator Training

Operator training is essential for the proper operation of the MT program, and MTM Transit takes pride in our proven ability to attract and retain the most qualified operators and ensure their appropriate training. Our extensive experience in the transportation industry has taught us that a thorough and appropriate training curriculum is vital to the successful operation of a program.

Because operators strongly influence both productivity and customer service, their feedback and input are highly regarded. MTM Transit trains each operator in the basics of driving, securement, and customer service, as well as reporting inefficient routing and identifying potential conflicts. Our operators are trained on how to operate all types of buses, wheelchair lifts, securement systems, and other equipment used to provide service for the MT program.

Our operator training emphasizes safety and customer service; accident/incident prevention; and vehicle care. MTM Transit has developed formal training and retraining programs for operators. Our operator training curriculum features:

- MTM Transit classroom manual
- Facilitator guides
- In person, one-on-one, and group trainings
- Participant guides
- Written tests
- Skills assessments

Our operator program for MT will meet the minimum of 144 initial training hours. A high-level overview of our operator training program is outlined in **Figure 26**, along with the hours assigned to each topic. This outline consists of our basic training procedures and hours, but we can add additional hours and training topics to meet the City's requirements for training standards, as needed. Existing operators transferring from incumbent operations may qualify for reduced training, dependent on results of an initial skills assessment and approval from the City.

Operator Training

Classroom Training Topics	Hours
Welcome to MTM Transit and Paperwork	1
Meet the General Manager and Local Staff (with Facility Tour)	0.5
Introduction to Professional Driving	1
Federal Laws Regulations	0.5
Safety Best Practices	0.5

Operator Training

LLLC Defensive Driving (Smith System Program)	1
Hazard Identification and Mitigation	0.5
Introduction to the Bus	0.5
Pre-Trip and Post-Trip Inspections	1
Mirror Adjustments and Reference Points	3
Preventing Rear End Collisions	0.5
Preventing Intersection Accidents	1
Railroad Crossings	1
Pedestrian and Bicycle Awareness	1
Preventing Backing Accidents	1
Merging, Changing Lanes, and Passing	0.5
Adverse Driving Conditions	1
Operating Electric Powered Buses	1
Preventing Operator Fatigue	0.5
Preventing Operator Distractions	2
Hazard Communication	0.5
Injury Prevention – Slips, Trips, and Falls	1
Using Maps and GPS	0.5
Employee Safety Reporting Program	0.5
MTM Transit Emergency Procedures	1.5
Health and Wellness	1
Sexual Harassment – Respectful Workplace	1
Professionalism and Customer Service	1
Conflict and Aggression Management	0.5
ADA Compliance and Sensitivity	0.5
Mobility Devices	1
Contract Specific Requirements	2
Whistleblower	1
Preventing Harassment	3
Drug and Alcohol Awareness	1
Bloodborne Pathogens	1
Emergency Evacuations	1
Accident Procedures	1
MTM Transit Accident Reporting Procedures	1

Operator Training	
National Transit Institute (NTI) – Warning Signs	0.5
Classroom Review	0.5
Classroom Final Exam	1
Pre-Driving Skills, Observation, and Behind-the-Wheel (BTW) Training	**Hours**
Pre-Trip and Post-Trip Inspections	2
Mirror Adjustments and Reference Points	2
Lift and Ramp Operations	3
Securement Systems	3
Closed Skills Course	12
Commentary Driving	6
On-the-Road Observation	12
On-the-Road Safe Driving Skills	12
On-the-Road Safe Driving Skills and Route Training	10
On-the-Road Final Assessment	1
Cadet Driving with Passengers (One-on-One Training in Revenue Service)	40
Graduation from Training	1
Classroom Total	*40.00*
Pre-Driving Skills, Observation, and Behind-the-Wheel (BTW) Total	*104.00*
Total Operator Training Hours	**144.00**

Figure 26: Operator Training Outline. *A high-level overview of MTM Transit's operator training program for the City.*

MTM Transit evaluates each operator at least once a year, in accordance with their date of hire, to ensure safe driving habits and proper licensure and credentials. At this time, licenses are verified to check that they are not close to expiration; if they are close to expiration, measures are taken to renew the certificates. The evaluation includes the following areas:

- Pre-trip inspections
- Brake use
- Defensive driving techniques
- Following distance and space cushion driving
- Acceleration, braking, and stopping distances
- Lane use, lane change, and passing
- Left and right turns
- Does the operator slow to five miles per hour during turns?

- Intersections
- Does the operator know the four rules of intersections?
- Does the operator cover the brake?
- Does the operator "rock and roll" before making turns?
- Backing – Does the operator back the vehicle properly?
- Railroad crossing – Is the proper procedure followed?
- Hand position – Does the operator use proper hand position?
- Boarding and discharge – Does the operator position the vehicle safely?

Our local management team also periodically conducts unannounced spot checks of vehicle cleanliness to verify operators maintain clean vehicles that reflect positively on the City and MTM Transit. As an added component of operator evaluations, MTM Transit reviews footage from the on-board cameras to coach, discipline, and praise operators as appropriate.

MTM Transit retains completed training records in each employee's file. We follow all federal and state standards governing our operators and will provide training records to the City upon request. Further, we maintain a file on each operator that includes copies of annual motor vehicle records; records of complaints, commendations, and accident reports; and documentation of training completed. We maintain a separate and confidential physical and drug screen file if required, which is available for annual inspection.

More information on a few of our trainings is provided below:

- Defensive driving program
- PASS training
- Wheelchair lift and securement training
- Medical emergencies training
- Ongoing operator training

Defensive Driving Program

MTM Transit uses TAPTCO's defensive driving curriculum for operators. This curriculum is enhanced with MTM Transit elements, as well as materials from the National Safety Council, and exceeds the content of many individual programs. TAPTCO is an award-winning operator training program focused on changing behavior to avoid accidents, deliver professionalism, provide better performance, and keep operators and passengers safe. Our training focuses on superior customer service with an emphasis on empathy and the special needs of our passengers.

PASS Train-the-Trainer

MTM Transit proudly provides the Passenger Assistance Safety and Sensitivity (PASS) Trainer Certification program, which helps ensure operators have current expertise in passenger assistance techniques and sensitivity skills appropriate for serving persons with disabilities. The PASS training course for all new operators and existing incumbent operators is eight hours and is part of our new-hire training.

All MTM Transit trainers attend the PASS Trainer Certification program, which is designed as a two-day Train-the-Trainer workshop to certify trainers who can then train operators. Some of the advantages of offering the PASS certification program are the ability to reduce organizational liability; comprehensive, up-to-date training on the assistance operators should be providing to passengers with special needs; intensive emergency training; and updates for all participants on relevant regulatory changes. The PASS Trainer certification is valid for three years and participants can renew online, or by attending a PASS workshop. The course outline for the two-day trainer certification is provided in **Figure 27**.

PASS Train-the-Trainer Certification Program

Day 1	▶ Introduction ▶ Distracted Driving ▶ Operator Fatigue ▶ Epilepsy or Seizure Disorders ▶ Americans with Disabilities Act ▶ You as a Professional ▶ Professional Driving ▶ Customer Service ▶ Stress	▶ Communication ▶ People First Language ▶ Disability Awareness ▶ Diabetes ▶ Assisting Passengers with Service Animals ▶ Transit Employee Occupational Safety and Health
Day 2	▶ Bloodborne Pathogens ▶ Kidney Dialysis ▶ Mobility Equipment and Features ▶ Lift Operation ▶ Evacuation ▶ Fire Extinguishers	▶ Wheelchair Securement ▶ Securing the Wheelchair Occupant ▶ Transporting an Aging Society ▶ Sexual Harassment ▶ Accidents and Emergencies ▶ Medical Emergencies

Figure 27: PASS Train-the Trainer Course Outline. *A high-level overview of MTM Transit's PASS certification program.*

Wheelchair Lift and Securement Training

MTM Transit operators receive two hours of initial training in wheelchair securement and loading procedures, and they receive refresher training in wheelchair securement as part of their ongoing training. Properly maneuvering and handling wheelchairs is also included as part of our sensitivity training. Our road observation procedures include verifying that our operators are properly securing all mobility devices.

MTM Transit operator adjusts wheelchair securement belts.

Medical Emergencies Training

To ensure our operators are well versed in handling medical emergencies, we include training in the PASS program to cover medical emergencies and to help with the understanding of warning signs of medical emergencies in passengers. In the PASS training, our operators will go through the steps of reporting and assisting with different types of medical emergencies. Seconds save lives, so we teach our operators in our Medical Emergencies PASS class to learn to recognize some key indicators of life-threatening emergencies.

We cover the following passenger warning signs, which include:

- Chest pains lasting two or more minutes
- Uncontrolled bleeding
- Sudden or severe pain
- Coughing or vomiting blood
- Sudden dizziness, weakness, or change in vision
- Difficulty breathing, or shortness of breath
- Change in mental status (e.g., confusion, difficulty arousing)
- Severe or persistent vomiting or diarrhea

The lifeline to any passenger medical issue is to be able to call for medical help immediately and relay these symptoms to emergency responders. This all starts with good quality training, which MTM Transit provides to our operators in the emergency medical procedures training.

"Driver Lyle (Pettenger) may have saved someone's life. Lyle saw that someone was unconscious in their car and called 911, and an ambulance showed up and took the person away. I wanted to call and let you know how much Lyle cares about people and how extraordinary he is."

Effie, CATARIDE Passenger

Operator Evaluations and Monitoring

Operators will be tested throughout the initial training and will be required to pass a test at the end of the training to determine competency to ensure each operator follows all procedures introduced in training. Evaluations will be conducted after initial training and periodically throughout the contract. Further, operators must receive sign-off by the instructor regarding their skills prior to operating a vehicle for the program. At least once every six months, an in-service evaluation will be conducted for each operator to ensure quality service and safe operations. Assessments will be documented on the appropriate form and kept on file for each operator at MTM Transit's local facility. Also at this time, medical cards and driver's licenses will be checked to ensure all documentation is in good standing ***(2.2.5)***.

All MTM Transit operators will be certified as having completed our formal training course for new operators, as approved by the City. We will assure they will be licensed with a valid California Class B driver's license with appropriate certification(s) and medical card. In addition, MTM Transit will ensure that:

- Operators of transit buses will possess a Verification of Transit Training Certificate as issued by the State of California Department of Motor Vehicles, pursuant to Section 12804.6 of the California Vehicle Code
- Operators of Dial-A-Ride and ADA paratransit vehicles will possess a California General Public Paratransit Vehicle (GPPV)certificate
- Operators will meet all applicable requirements as established by the California Highway Patrol

MTM Transit will notify the City of any disciplinary action that is taken against any operator that may affect the safety of operations.

Ongoing Operator Training

Ongoing training is an important component of MTM Transit's operator education program and training process. We provide ongoing training at monthly safety meetings, with annual hours of ongoing training totaling 12 hours per year. In addition, we will provide an eight-hour advanced training course once per year for all operators. This retraining will include all aspects of the original training. The ongoing training reviews topics covered during initial training, including defensive driving; passenger assistance; operational issues; and selected safety matters such as customer service tips, railroad crossing safety, and wheelchair securement.

In addition, we reevaluate operators once a year in accordance with their date of hire to ensure safe driving habits and proper licensure and credentials. If license or credentials are close to expiration, we require operators to renew. If an operator is involved in a preventable accident, they are required to complete eight hours of evaluation and retraining before being allowed back into service.

Unmatched in the industry, all MTM Transit operators must successfully complete **annual recertification**, which includes LLLC defensive driving, wheelchair securement, and customer service training.

The annual recertification training is a minimum of four hours additional training annually. Every three years we recertify our operators with the PASS training program, which is eight hours.

> *"The service is handy and the drivers are really nice. I have never experienced any problems. I love it!"*
>
> **Danielle Myer, Passenger**
> *LFPT, Lancaster, Ohio*

Bus Operator Responsibilities

MTM Transit will properly train operators to ensure they adhere to the operator's responsibilities outlined in the RFP ***(2.2.6)***, to include:

- When requested by the City, operators will hand out notices to passengers or otherwise assist in customer relations, promotion, marketing, monitoring, and supervisory functions
- 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 the City determines
- Operators will verify cash fares deposited in the farebox and for purchasing passes
- Operators will record ridership counts by passenger category and boarding location in accordance with procedures approved by the City
- Operators will be trained in the secure collection and proper reporting of fares and ridership counts in accordance with industry standards and in compliance with City policies and procedures
- Training bus operators to provide passenger assistance to persons with disabilities, including boarding and alighting assistance, and loading and unloading of small packages

Fare Collection

We will train operators to handle fare collection; at MTM Transit, we have designed our revenue collection and reconciliation procedures to ensure proper accountability, provide an audit trail, and minimize the potential for abuse. We are committed to safeguarding our client's financial resources and will conduct our fare accounting and cash handling procedures in accordance with internal control procedures established and approve by the City. Our system is based upon the principles of limited access, specific individual accountability, and joint responsibility of monies prior to deposit (at least two employees present). We acknowledge that MTM Transit will oversee, collect, and document the daily fare deposit procedure, with bus operators emptying manual fareboxes on each vehicle daily into the City's vault (in the presence of a manager, road supervisor, or the utility worker); we understand we are responsible for transporting fare revenue daily to the City's Finance Division, except for Saturdays and alternating Fridays ***(2.2.15).*** Alternately, we will transport to the City-approved bank as noted in Section 1.17 of the RFP if that is the City's requirement.

DISPATCHER TRAINING

MTM Transit will train and empower our dispatchers to act in the best interest of the City, problem-solve, and resolve conflicts. Our thorough training program instructs our staff to strike the appropriate balance between customer service and efficiency. Our staff will have detailed knowledge of the City of Manteca's transit services, fares, operating policies, contract requirements, and appropriate use of Reveal.

We will ensure that staff who may be assigned to assisting passengers over the phone or in the Transit Center in customer relations skills, telephone manners, accident/incident procedures, fares, bus and demand response schedules and services, information referrals, ADA regulations regarding trip reservations, Manteca Transit reservation procedures, and operating policies. In addition, our dispatch personnel assigned to Manteca Transit scheduling and vehicle dispatching duties will be properly trained on applicable procedures and professional technique ***(2.2.5).***

MTM Transit's dispatchers complete 40 hours of the classroom instruction portion of operator training and at least 40 hours of training on relative topics to their positions, such as those included in **Figure 28**.

Training Topic	Focus Points	
Client Emergencies	▶ Passenger Illness ▶ Violent Passenger ▶ Disruptive Passenger	▶ Injured Passenger ▶ When to Call the Police ▶ Emergency Response Procedures
AVL	▶ Locating Vehicles ▶ Reviewing Operator Routes ▶ Locating Passenger Drop-Off	▶ Locating Passenger Pick-up ▶ Using AVL for Corrective Action
Reservations	▶ Interacting With Callers with Speed, Courtesy, and Respect ▶ Phone Operations	▶ Customer Service ▶ Minimizing Talk Times ▶ Reveal Software
Dispatching	▶ Voice Dispatching ▶ Effective Routing ▶ Decision Making	▶ No Show Procedures ▶ No Pay Procedures ▶ Reveal Software
Scheduling	▶ Effective and Efficient Run Building ▶ Reveal Software	▶ Identifying and Correcting Scheduling Errors ▶ Effective Routing

Training Topic	Focus Points	
Cancelling and Creating Trips	▶ Scheduling Trips ▶ Grouping Trips	▶ Moving Trips ▶ Accurate Reveal Software Trip Booking
Communicating with Operators	▶ Using the Tablet ▶ Radio Etiquette	▶ Radio Procedures ▶ Vehicle Familiarization
Passenger Interaction	▶ Passenger Relations ▶ Disability Awareness ▶ Calming Irate Passengers	▶ Sensitivity Training ▶ Customer Service ▶ Trip booking scripts
Accident Procedures	▶ Notifying clients	▶ DOT Post Accident Drug and Alcohol Test
Reporting and Record Keeping	▶ Record Processing ▶ Maintaining Accurate Records of Daily Trip Activity	▶ Reconciliation and Auditing ▶ Reveal Software ▶ Confidentiality and HIPAA

Figure 28: Dispatcher Training. *A high-level overview of MTM Transit's training for dispatchers.*

Part of MTM Transit's training for dispatchers, as indicated above, includes sensitivity training and how to calm irate passengers to de-escalate a situation. We believe in equipping our staff to expertly handle any situation that may arise, allowing them to always provide the best customer service possible.

Road Supervisor Training

Our Road Supervisor will receive the same classroom and behind-the-wheel training as operators and 12 hours of annual refresher training. Additionally, they complete 20 hours of formal training on dispatching protocol and required supervisory reports. At the end of each training day, they take a quiz covering that day's materials and must score a minimum of 80%.

We also train Road Supervisors in the field, testing problem-solving by placing each Road Supervisor in a situation where he or she must determine the best solution for a vehicle movement or parking issue at one of the frequented passenger drop-off centers.

Maintenance Staff Training

Our newly hired maintenance staff will receive 40 hours of classroom training like the classroom training provided to the operators. In addition, maintenance staff will receive one week of training on the following, and they will be required to pass a skills test at the end of training and prior to working on the City's contract:

- Manufacturer-provided training
- MTM Transit policies and procedures, and shop and environmental policies, procedures, and safety
- Drug and alcohol testing and reporting
- Overview of contract
- MTM Transit's Maintenance Manual and maintenance program requirements
- Parts ordering and inventory procedures
- Protective equipment, fluid disposal, and environmental compliance
- ASE certification training

Management Training

A highly competent manager is skilled at both staff management and business operations. We provide our management staff with various training opportunities, including:

- A Supervisor Training Guide for new managers serves as a reference
- Web-based online video training through the MTM Transit Training Center provides over 600 resources including leadership, management/supervision, coaching and counseling employees, team building, ethics, harassment, and various other human resources topics
- In-depth orientation and ongoing one-on-one coaching and mentoring by the individual's immediate supervisor/manager
- Minimum of two hours Reasonable Suspicion Training
- Two hours of Sexual Harassment Prevention Training every two years

Additionally, local MTM Transit managers are required to complete our Leadership Education and Development (LEAD) training. The LEAD program focuses on what matters most – our passengers. Through a three-part series, LEAD training gives our leaders the tools and competencies needed to manage a team by developing business, personal leadership, and transformational leadership skills while focusing on our core values and safety.

When all three LEAD sessions are completed, the participant has a greater understanding of management basics, human resources processes and procedures, effective team building, budgets, operating systems, professionalism and communication, diversity/cultural competency, and leading a safety culture. LEAD training also emphasizes MTM Transit's core values: deliver value, act with integrity, respect individuals, align with clients, and collaborate to innovate.

Americans with Disabilities Act (ADA) Training

MTM Transit will ensure compliance with all ADA requirements in operating MT services, including:

- The use of mobility devices to board passengers
- Properly boarding passengers who are required to stand on the wheelchair lift platform to be lifted into the bus
- Properly securing wheelchair passengers in the wheelchair tie-down positions
- Making the required announcements of stops

MTM Transit has in-depth knowledge of ADA laws and regulations. As a responsible transportation provider, MTM Transit will proactively monitor the MT program compliance with ADA standards to ensure superior customer service. Further, MTM Transit is a member of the American Public Transportation Association (APTA) and other various state and international organizations to help stay abreast of changes within the transportation industry. Our executive legal counsel reviews ADA requirements on a regular basis, allowing us to be aware of and understand any modifications as they occur. We will provide ADA compliance training to all MTM Transit team members serving the MT program.

Customer Service Training

Our passengers are always at the core of our operations, which is why we take great care in recruiting and retaining the right people. We have found that it is relatively simple to train an employee on the requirements of his or her job, but not to train them to be a good person. MTM Transit understands that many of the passengers we serve represent vulnerable populations, such as the elderly or those with varying abilities.

As part of our initial training program, all staff must complete training on customer service. This includes how to treat passengers with courtesy and respect, and for operators, how to appropriately assist passengers with disabilities or special needs as the situation may warrant. We also provide training on how to calm an irate passenger, which enables our staff to de-escalate situations in a courteous, professional manner. Staff who interact with passengers on the phone, including dispatchers, receive training on interacting with callers with speed, courtesy, and respect, while minimizing talk times.

We also train staff on the specific requirements of our contracts and will modify our training as needed for the City. MTM Transit's local team will be well-versed in the MT program and can answer questions from the public.

Whether operating a wheelchair lift or communicating with a person with cerebral palsy, we train our employees to treat passengers with the utmost respect and have their best interests in mind. In nearly every contract we operate, we provide services to individuals with disabilities and the elderly. We are familiar with working with these populations, and we strive to give them the best service possible.

MTM Transit's Human Resources department has a series of online video courses to augment on-site training. These courses, which all new employees are required to complete, address sensitivity issues, particularly relating to individuals with disabilities. They include courses on the following subjects:

- Compliance is Just the Beginning: Three Steps to Ethical Decisions
- Removing Barriers to Healthcare
- Sensitivity Training: People with Disabilities
- M.E.E.T. on Common Ground: Speaking Up for Respect in the Workplace
- Sensitivity Training for Teamwork
- Effective Communications
- Diversity and Inclusion

Further, we solicit information from the passengers and communities we serve about specific topics that should be addressed in our sensitivity training through passenger surveys. Included in MTM Transit's education and training requirements for all staff is a focus on etiquette—how to treat and interact with passengers, inclusive of sensitivity to their needs and medical conditions, confidentiality of information, and overall basic politeness. Sensitivity training

stresses appropriate interaction with people with disabilities, people of all sexual orientations, cultural and racial minorities, and the elderly. We recognize the critical importance of this behavior, and we investigate any reported deviance from this understood and expected conduct. We then follow up with appropriate disciplinary action.

Sensitivity Training

To ensure our employees truly understand the challenges facing populations with disabilities or special needs as they navigate public transportation, we have created a sensitivity training program that includes both classroom and hands-on training. Further, MTM Transit adheres to the U.S. Department of Health and Human Services Office of Minority Health CLAS standards and uses interpretation services and TTD/TTY to accommodate all passengers.

Operator in Sumter County, Florida, exits bus wearing blindfold to understand experiences of visually impaired passengers.

Operators learn about empathy and customer service through a training program provided by the Easter Seals. We also include several hours of training on the ADA, and operators complete an exercise in which they walk blindfolded and ride a bus while blindfolded and secured in a wheelchair to get a better understanding of the challenges facing some passengers.

Our dispatchers and road supervisors undergo the same classroom training as operators. Upon contract award, we will modify our training program to meet the City's specific requirements.

"Excellent service to the community and friendly staff who cares. MTM Transit goes the extra mile, literally. Awesome, thank you!!"

Sumter County Transit Passenger

De-Escalation Training

We fully understand the scope of services and the customers we serve. To improve ridership numbers and the overall customer experience, it is important that our team members, especially operators and customer service staff, are trained to de-escalate certain situations and know how to best handle intense or stressful situations. The safe transportation of customers is paramount, and we acknowledge the role our front-line employees play in achieving this.

Accordingly, we provide all operators and customer service staff with initial and annual de-escalation training covering how to respond to passengers who become agitated and disruptive during transport, tactics for keeping customers calm, and how to best ensure customers are properly seated and secured during transport. Operators and customer service staff learn several de-escalation techniques to help them manage possible scenarios in the safest, most sensitive manner possible.

Cross Training Efforts

The culture at MTM Transit is one of teamwork in every department; we are a group of professionals who understand the bigger picture when serving passengers and clients. MTM Transit's cross training program increases team members' understanding of each person's role in providing great service.

For example, our operators spend time as dispatchers for a day, and our dispatchers accompany operators on their routes. By spending time in each other's work environments, team members gain a greater appreciation for their coworkers and the jobs they perform. This has resulted in improved morale, more efficient collaboration between employees, and improved customer service.

KNOWLEDGE COLLEGE

Throughout employment, our staff receives continual training, including annual performance reviews and access to our online learning resource, Knowledge College, shown below in **Figure 29**. The system contains hundreds of online training sessions that are accessible 24 hours a day, seven days a week, for staff to develop their job skills and earn certifications. These courses cover a variety of subjects to meet the training needs of our employees, from job-specific technical courses to topics such as Excel, Word, Communication, Time Management, Organizational Skills, Leadership Essentials, and Sales. These courses are used to enhance job training and performance and as part of employees' personal and career development plans.

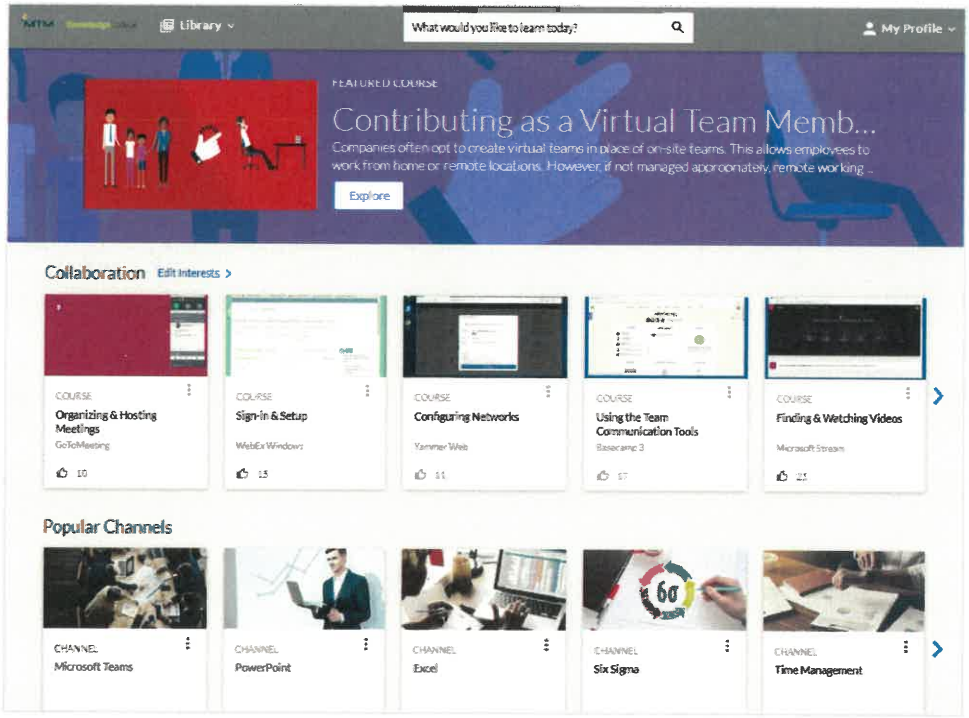


Figure 29: Knowledge College Training. *MTM Transit employees have 24/7 access to courses through Knowledge College.*

After completing each self-paced training session, the employee completes a quiz on the covered material and must score 90% or higher to earn the Certificate of Achievement. Our Corporate Training and Development team receives an automatic alert when an employee earns a certificate, and a copy is placed in the employee's file. Supervisors can also select specific subjects for team training. Participation in the online training library is a part of each employee's annual evaluation, as it enhances current skills and promotes professional growth.

11. Safety, Security Programs, and Risk Management

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.

MTM Transit believes safety is the single most important indicator of a quality transportation program. We establish and maintain a culture that always demands safe behavior, which provides a solid foundation for building a successful safety plan. We have many measures in place to promote and sustain a safety-focused culture. MTM Transit:

- Has never been assessed any OSHA or EPA violations
- Maintains 100% drug and alcohol program compliance
- Monitors each facility on a random basis for safety compliance

MTM Transit focuses on safety in all its operations, and we will assume full responsibility for the safety and security of passengers, personnel, and the City's vehicles and equipment. We will comply with all applicable California Highway Patrol (CHP) and OSHA requirements and will provide the City with copies of annual CHP vehicle and equipment inspections, safety compliance reports, and any pull notices, participating in California DMV's "Driver Pull Notice Program" for appropriate monitoring of employee driver license activity. MTM Transit will require all bus operators, dispatchers, and supervisors to participate in our safety program.

Our formal safety and accident prevention program is in full compliance with California state law and includes safety meetings, safety incentives, and comprehensive initial and ongoing safety training as well as participation in safety organizations and in risk management activities provided by our insurance carrier or other organization ***(2.2.8)***. We keep all employees apprised of our daily, weekly, monthly, and annual performance with highly visible safety boards and safety performance messages. In all meetings, we set aside time to discuss our ongoing safety and customer service performance. Our employees continually see and understand the importance of safety and excellent customer service and our vision to be the best transit provider and how we are performing to that vision. In addition, our safety training, detailed in ***Section 10. Training Program*** on **page 112** incorporates the nationally recognized Transit and Paratransit Company (TAPTCO) bus safety and operator training program.

Safety Management System Plan

MTM Transit holds all employees responsible for enforcing safety rules and complying with federal, state, and local regulations, in addition to those set forth by our clients. Our Safety Management System (SMS) Plan includes accident prevention, response, review, and analysis; employee retraining guidelines and procedures; instructions for determining preventability of accidents using the National Safety Council (NSC) guidelines; a program for internal meetings to promote safety awareness; MTM Transit participation in safety-related organizations; and operator incentive provisions for safety. **Figure 30** highlights the key elements of MTM Transit's safety program.

Key Elements of MTM Transit's Safety Program

Hazard Identification, Prevention, and Control	▶ Incident Management and Investigation ▶ System Security ▶ Safety Audits	▶ Emergency and Disaster Plans ▶ Vehicle Inspections ▶ Safety Team ▶ Safety Reports and Forms
Operator Safety Programs	▶ Defensive Driving Program ▶ Fitness For Duty Evaluation ▶ Operator Refresher Training	▶ Customer Service Training ▶ Safety Bonuses
General Safety Programs	▶ Blood-Borne Pathogens ▶ Drug and Alcohol Awareness ▶ Ergonomics ▶ Fall Protection	▶ Fire Safety ▶ Right-To-Know ▶ Workplace Violence ▶ Fueling safety

Figure 30: Key Elements of MTM Transit's Safety Program. *Safety is MTM Transit's top priority.*

Safety Processes and Programs

MTM Transit creates safe operations through risk control, effective training, forming Safety Committees, conducting safety blitzes, and providing safety bonuses. We understand that safety and customer service is very important to the City, and we conduct our operations with safety always in mind.

MTM Transit's safety processes and programs reduce the frequency of unsafe behaviors, occurrence of collisions, and compensable injuries. We create an awareness of safety-related issues while providing continuous education and communication through the following mechanisms:

- Posters, banners, and pennants
- Monthly operator recognition
- Quarterly safety bonuses
- Safe operator awards and incentives
- Regular audits
- Daily safety messages
- Handouts and promotional items
- Newsletters and safety radio messages
- Mandatory monthly safety meetings
- Executive visits to the field
- Quarterly response drills

Our safety program fully adheres to all federal, state, and local regulations, and all staff, including support team members, participate in the program. We also invite the City to participate in our meetings and in review of our documentation.

> *"Thank you so much for always being there to take me to City Hall. Thank you for uplifting me when I felt down and making me laugh when I needed it. Thank you for giving me guidance and thank you for helping me out. I just wanted you to know that you are appreciated and I am thankful."*
>
> **Tori Taylor**
> *Sarasota Passenger*

Safety Committee and Monthly Safety Meetings

Our confidentially proposed Safety and Training Manager will lead the Safety Committee and monthly meetings, and the City's staff will be included in these meetings if they wish to attend. The committee develops action plans and meets monthly to evaluate our safety program and lead safety meetings for all staff. Meetings will cover topics determined by the committee and approved by the City. During meetings, attendees discuss safety issues and recent incidents/accidents, and the committee chooses candidates for the monthly safe driving awards. We record all the meetings, and absent employees are required to watch or listen to the recording prior to the next meeting. The Safety Committee also reviews all accidents and incidents and determines preventability.

Safety Blitzes

As part of our commitment to making safety an integral part of our everyday culture, MTM Transit conducts regular safety blitzes. We have found them to be an effective way of keeping employees engaged and making safety fun and enjoyable. For example, staff in our Eugene, Oregon office recently conducted a safety blitz with a popular movie theme (Disney Pixar's *Up*) to promote safety while assisting members of the community; the local leadership team made this blitz fun and memorable for the entire location.

Blitzes include random pull-out checks, hourly radio reminders, or stand-up meetings that enforce safety messages. During some of our past safety blitzes, we placed notes in different parts of vehicles that operators can redeem when they discover them during the pre-trip inspection.

Quarterly Safety Bonuses

MTM Transit rewards operators who complete each quarter with no absences, no substantiated complaints, and no preventable accidents. The following qualifying criteria are used to evaluate safety performance each quarter:

- Employees must have no preventable accidents or preventable incidents
- Must attend all scheduled safety meetings
- All scheduled shifts must be performed and completed
- No valid customer or service-related complaints (this includes employee discipline)

The quarterly safety bonus is paid as follows:

- $50 for full-time qualified employees
- $25 for part-time qualified employees

The quarterly safety bonuses will be paid in compliance with the terms of the CBA.

Daily Safety Messages

Each evening, MTM Transit's Director of Safety Administration Matt Weinberg emails daily safety messages to managers and dispatchers at all MTM Transit's locations. Dispatchers print these out and post them in the common areas and/or hand them out each morning before service to remind operators to focus on a specific safety concern each day. Messages address topics like making safe lane changes, bicyclists and driving, blind spots, fatigue, and proper backing techniques.

Safety Contests

MTM Transit conducts contests across our operations to further promote safety. Local safety contests have various criteria and prizes for the winners, such as televisions, restaurant cards, Visa gift cards, etc. Contests are also conducted across MTM Transit location management teams to set up safety blitzes for specific topics; winning teams receive prizes such as Amazon gift cards for the most involved, most creative, and most effective safety blitz. These contests bring awareness to staff and encourage them to focus on safety and accident avoidance.

Zero Accident Philosophy (ZAP)

MTM Transit chose Zero Accident Philosophy (ZAP) as our safety theme to increase employee buy-in and commitment on safety, as well as support our PTASP. Each MTM Transit employee signs a ZAP commitment letter, signaling their agreement to follow our safety procedures to eliminate accidents and injuries. We rolled out ZAP internally in June 2020, with a contest among our locations for the best ZAP-related safety blitz to get our employees excited and buying in. MTM Transit recognizes our top performing managers with a monthly ZAP Manager Award.

ZERO ACCIDENT PHILOSOPHY

We recognize each ZAP winner with a picture and story on social media and our internal online news site, as well as with a **certificate of recognition and a gift certificate**. We also created a ZAP Man character who visits our locations and **spreads safety messages in a fun and engaging way.**

Figure 31 shows photos of some of our recent ZAP award winners and our ZAP Man.

Figure 31: Zap Man. *Photos of recent MTM Transit ZAP Man visits.*

SMS Ambassador Program

Another program we rolled out in 2020 is our SMS (Safety Management System) Ambassador Program. Employees volunteer to serve as safety champions for our organization. Our SMS Ambassadors wear a badge on their uniforms, shown at right, which identifies them to all employees. SMS Ambassadors:

- Work with other employees to identify safety concerns, hazards, and issues
- Support newly hired employees by helping mentor them and answer questions
- Communicate safety concerns and issues to other employees and help address them at safety meetings
- Provide committee feedback at monthly safety meetings in front of their peers
- Present a program related to safety prevention at a location safety meeting

The role of SMS Ambassador is another way in which we empower our employees to take ownership of safety, and to ensure it is truly an integral part of all our everyday operations.

Operator Evaluations

MTM Transit evaluates each operator at least once a year, in accordance with their date of hire, to ensure safe driving habits and proper licensure and credentials. At this time, licenses are verified to check that they are not close to expiring; if they are close to expiration, measures are taken to renew the certificates. The evaluation includes the following areas:

- Pre-trip inspections
- Brake use
- Defensive driving techniques
- Following distance and space cushion driving
- Acceleration, braking, and stopping distances
- Lane use, lane change, and passing
- Left and right turns
- Does the operator slow to five miles per hour during turns?
- Intersections
- Does the operator know the four rules of intersections?
- Does the operator cover the brake?
- Does the operator "rock and roll" before making turns?
- Backing – Does the operator back the vehicle properly?
- Railroad crossing – Is the proper procedure followed?
- Hand position – Does the operator use proper hand position?
- Boarding and discharge – Does the operator position the vehicle safely?

Our local management team also periodically conducts unannounced spot checks of vehicle cleanliness to verify operators maintain clean vehicles that reflect positively on the City and MTM Transit. As an added component of operator evaluations, MTM Transit reviews footage from the on-board cameras to coach, discipline, and praise operators as appropriate.

idrive AI Cam System

We recommend installing the idrive AI Cam, an inertia-based camera system with extensive safety features, such as facial recognition, drowsy driving detection, safe distance warning, and distracted driving detection.

Unlike many competitor video monitoring systems, idrive is an inertia-based camera system that records continuously and allows us to request recordings from both inside and outside of the vehicle whenever a vehicle is operating. Other safety features include:

Facial Recognition

Drowsy Driving Detection

Safe Distance Warning

Distracted Driving Detection

Distracted and drowsy driving detection helps prevent accidents, and facial recognition automatically identifies operators for accurate data and reports. idrive AI Cam also includes accident detection, which detects potential accidents and will send an alert to our project manager and road supervisor team.

MTM Transit can use the footage to monitor both operator and passenger behavior. If an accident occurs, idrive stores video, audio, GPS coordinates, speed, and g-force values. Additionally, idrive AI Cam offers an environmental component that helps reduce idle time and fuel consumption, and improve driving behavior, which together reduce wear and tear on the fleet. The idrive AI Cam system offers the features and benefits outlined in **Figure 32**.

Features	Benefits
✓ Integrated dual camera (road & operator facing)	✓ Proprietary and embedded neural network
✓ Two additional cameras (AI-embedded) can connect to AI Cam	✓ Platform as a Service – iris
✓ Events stored on device	✓ Real-time reports
✓ IR sensor for low light operation	✓ Company score
✓ Advanced heat dissipation technology	✓ Actionable intelligence
✓ Real-time fatigue and distraction detection	✓ Mobile app for fleet managers and operators
✓ AI to predict and prevent accidents in real time	✓ ELD and Tachograph integration
✓ AI to assess risks and warn operators in real time	✓ Customizable AI sets
✓ Facial recognition for operator safety	✓ Quantifiable and measurable ROI
✓ Fleet machine-learning	✓ Durable IP66 casing
✓ Predictive and prescriptive analytics	
✓ Automatic (OTA) updates	
✓ Industry standard encryption	
✓ GDPR compliant	

Figure 32: idrive AI Cam Features and Benefits. Overview of features and benefits on idrive AI Cam.

We have included the costs of idrive AI Cam in our price proposal.

Drug and Alcohol Policy

MTM Transit will provide safe, dependable, and economical transportation services for the MT program. As our employees are MTM Transit's most valuable resource, it is also our goal to provide a safe, healthy, and satisfying work environment for all employees. In meeting these goals, it is our policy to:

- Ensure employees are not impaired in their ability to perform assigned duties in a safe, productive, and healthy manner
- Create a workplace environment free from the adverse effects of drug and alcohol abuse or misuse
- Prohibit the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances
- Encourage employees to seek professional assistance when substance abuse adversely affects their ability to perform their assigned duties

Our Drug and Alcohol Policy that is distributed to every employee outlines our zero-tolerance policy for all MTM Transit locations. This policy complies with the Federal Transit Administration (FTA) regulations codified as 49 CFR Part 655, as amended and the United States Department of Transportation (DOT) regulations codified as 49 CFR Part 40, as amended. As you will see in our Drug and Alcohol Policy, provisions authorized by MTM Transit are italicized and bolded throughout this policy. All other policy provisions are implemented under the authority of the DOT and the FTA.

As required by the FTA and the DOT, we do not impose requirements in our drug testing program that are inconsistent or contrary to 49 CFR Part 40. The DOT regulations titled, "Procedures for Transportation Workplace Drug and Alcohol Testing" are codified as 49 CFR Part 40. The regulations ensure uniform practices for specimen collections, laboratory analysis, medical review, result reporting, and the Return-to-Duty process for violating employees. The regulations are applicable to safety-sensitive employees in transportation workplaces throughout the nation (transit, railroad, aviation, commercial operators, etc.).

The Omnibus Transportation Employee Testing Act (OTETA) of 1991 also directs each transportation administration to craft industry-specific regulations that define which employees are subject to testing, the testing circumstances, policy statement requirements, and training requirements, relevant to that industry. MTM Transit complies with both the DOT regulations described above, as well as the FTA regulations titled, "Prevention of Prohibited Drug Use and Alcohol Misuse in Transit Operations," which are codified as 49 CFR Part 655.

SAFETY RECORD

MTM Transit is proud of our industry-leading safety record, which is a result of our commitment to safety and the strength of our training programs. From careful operator screening and training to comprehensive vehicle inspections, we ensure and maintain a safety-focused culture. We provide a steady flow of positive safety training materials and information and recognize those who are performing safely with safety bonuses. We also provide specific training tools that focus on the greatest needs of each of our contracts, including extensive securement training and continual refresher training.

Annual Miles Between Preventable Accidents

Our average number of revenue miles between preventable accidents for 2022 was 85,228 and we have maintained impressive statistics in this area over the past five years, as shown in **Figure 33**.

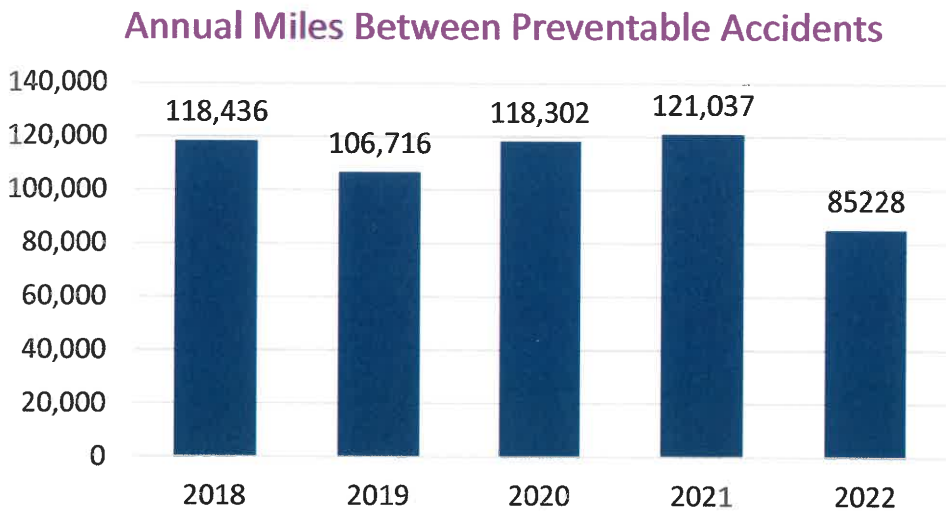


Figure 33: Annual Miles Between Preventable Accidents. *MTM Transit's safety-focused culture results in secure, reliable transportation.*

Accident Frequency Rates (AFRs)

We have one of the lowest National Transit Database (NTD) accident frequency rates (AFRs) in the industry, and we maintain and exceed all local, state, and federal safety standards. For 2022, MTM Transit provided 13.5 million miles of trips and ended the year with a 0.13 NTD AFR.

In **Figure 34**, we provide our NTD AFR record for the past five years, demonstrating consistently strong numbers, even as our annual miles have increased.

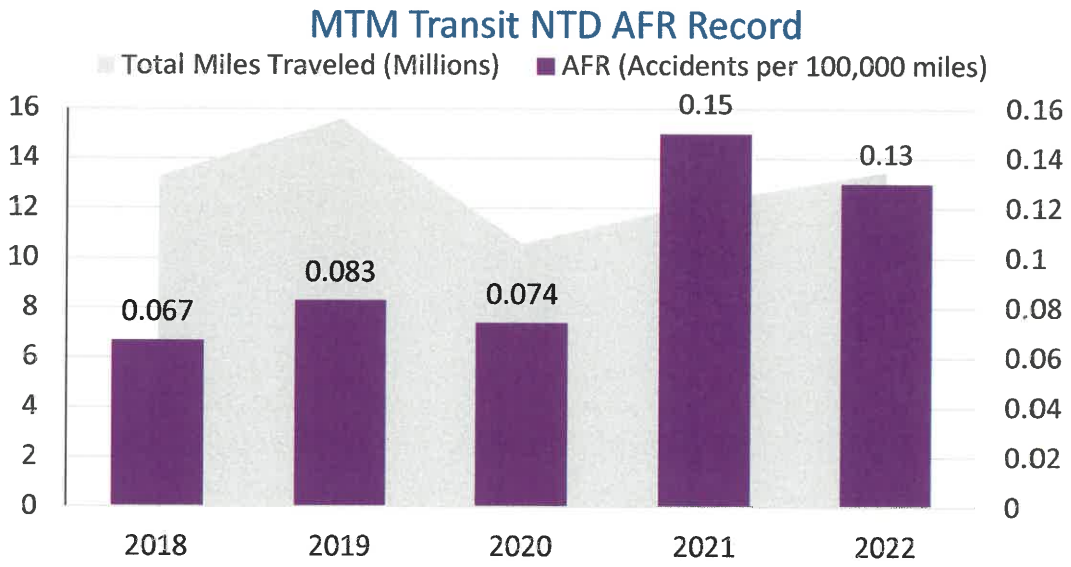


Figure 34: NTD AFR Record. *MTM Transit has maintained low NTD AFRs over the past five years.*

Risk Management and Accident Prevention

Preventing accidents and managing risk is vital to ensuring operator and passenger safety. MTM Transit has procedures in place and provides training to address a wide variety of risks, such as accidents, crime/security incidents, terrorism, and inclement weather.

We believe risk management begins during the hiring process. We focus on hiring safety-minded individuals with clean driving records and a DOT-approved physical examination, and then provide extensive safety training upon hire and throughout employment. We continually monitor everyone's MVR, evaluate safe driving behaviors through road supervision and ride checks, conduct regular and unannounced drug and alcohol testing, and evaluate camera footage and performance data to validate operators' safety performance.

We also have a Five Step Accident-Avoidance System, which we post throughout our divisions, and remind our operators to follow during safety refreshers:

- Maintain a four second following distance
- Obey the speed limit
- Use TAPTCO's LLLC Defensive Driving Program: look ahead, look around, leave room, and communicate
- Check your mirrors every five to eight seconds
- If you are late, stay late

Part of our accident-avoidance strategy includes fatigue management, which is a training module in our TAPTCO training program. Fatigue management is taught from the very beginning of the course and is part of ongoing training throughout employment with MTM Transit. Furthermore, adherence to hours-of-service regulations is to be strictly taught and adhered to, to also avoid operator fatigue.

Additionally, our training on emergency response and preparedness procedures includes safety drills as well as classroom training. It includes a review of our Emergency Preparedness Plan, which describes processes for coordinating with law enforcement and other public safety agencies to manage response to an incident that occurs on a vehicle or affects operations. It also identifies a process for integrating company resources and capabilities into the community response effort to support management of a major event affecting the community. Our training on emergency response and preparedness procedures also includes a review of our PTASP, which addresses safety policies and procedures for various elements of our operations, including employees, passengers, vehicles, facilities, equipment, and maintenance.

12. Performance Monitoring and Quality Control Program

MTM | Transit

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.

Quality Assurance and Performance Monitoring

Our ability to balance system productivity requirements with courteous, passenger-friendly service allows us to maximize available transportation resources in each of our contracts. To ensure that service levels remain consistently high, our confidentially proposed General Manager and the entire support team will be responsible for monitoring schedule adherence, efficient run coordination, on-time performance, clear communication between dispatch and vehicles, quality customer service, and safe work habits. We are prepared to serve the City of Manteca with the passengers' best interests in mind, providing safe, timely, professional, and reliable transit service throughout the life of the contract.

We will use Reveal to analyze key data and statistics regarding efficiency, timeliness, and other performance standards. This will provide MTM Transit and the City with insight into program successes and opportunities and serve as a guide that checks and balances operational activities. For the Manteca Transit program, we will conduct the following quality control activities to monitor and improve performance:

- Perform real time checks throughout the day
- Perform spot checks to ensure that loading and unloading processes at major trip generators are proceeding efficiently and with no schedule impact
- Mandate that operators contact dispatch during any delays, including trains, construction, accidents, weather, etc.
    - Late arrivals will be reported to the dispatcher for communication to the passenger and to allow for alternate arrangements to be made as necessary.

Meeting Service Performance Standards

MTM Transit assures the City that we will exercise due diligence in the performance of its transit services, and that we will always strive to provide service in a manner which maximizes productivity and at the same time maximizes customer service. We have reviewed and intend to adhere to the City's performance standards and on-time performance goals.

Under MTM Transit's management, every route will start on time, and schedules will be safely maintained throughout the day. We measure on-time performance by assessing late minutes per operating hour and will always meet or exceed the required 95% on-time performance indicators during operation of the program ***(2.1.10)***. We will take all available steps to restore on-time performance if a route operates more than 10 minutes behind schedule.

We will operate all vehicles in accordance with applicable local, state, and federal laws and ordinances and meet or exceed the City's operating and performance standards as outlined in the RFP, including but not limited to those shown in **Figure 35**. MTM Transit will operate the DAR/ADA Paratransit service in accordance with the guidelines included in the RFP and with other policies and procedures in place by the City, and we will ensure that our staff is trained on ADA requirements for interacting with individuals with disabilities. We will give ADA certified individuals priority service, with seniors and other passengers accommodated on a space-available basis.

Fixed Route Performance Standards *(2.1.10)*

- 95% on-time scheduled departures, ≤ 5 minutes late leaving from any timed stop
- 0% early scheduled / timed departures
- 0% missed trips
- ≥ 35,000 miles between accidents
- ≤ 1 complaint for every 5,000 fixed route passengers
- ≥ 3 primary vehicles every day and one back-up

Paratransit Service Performance Standards *(2.1.11)*

- 95% of passengers picked up +/- 10 minutes of scheduled pick-up time - 1
- 90% of passengers picked up +/- 15 minutes of scheduled pick-up time - 2
- 0% ADA denied trips - 3
- 0 passengers pick up ≥ 30 minutes after the scheduled pick-up time - 4
- Contact passengers 15 minutes prior to scheduled pick up to advise if the route is on time, or how late the route is - 5
- ≤ 1 complaint for every 1,000 DAR passengers - 6
- ≥ 35,000 miles between accidents - 7
- Give ADA certified individuals priority service, accommodating seniors and other passengers on a space available basis - 8
- Comply with all other City policies - 9

Figure 35: Performance Measures. *MTM Transit will meet or exceed the performance standards the City requires.*

Frequent monitoring of these data points and statistics allows our management team to identify potential issues before they escalate and to be proactive in ensuring the quality of our programs. In addition to our confidentially proposed General Manager and the local staff reviewing the data throughout the day, MTM Transit's corporate team analyzes data from all its operating locations on a regular basis. This process allows us to compare similar contracts and find opportunities to improve the quality of services.

The General Manager will also meet with the City regularly to discuss the performance of the transit operations, including performance standards, to ensure any needed improvements to system performance are made. If a pattern emerges of a noticeable number of missed metrics, the General Manager will present a proposed remedy for the issue identified; if standards are not met for a given month, s/he will provide a plan to remedy the issues. We look forward to working with the City to deliver the services as expected, to find remedies for any potential issues, and to identify and propose potential improvements.

Books, Records, and Reports

As a transparent and supportive partner, we will keep the City informed on all aspects of the program through timely submission of the reports requested in the RFP, and we will maintain all books, records, documents, accounting ledgers, and similar materials related to this contract on file for at least three years following the date of the final payment. Vehicle maintenance records will be retained indefinitely and will be turned over to the City at the conclusion of the contract. MTM Transit will have all daily logs, reports, and summaries available for the City's review at the Manteca Transit Center by 5:00 p.m. the next business day following data collection.

We will maintain operational data through Reveal, including all trip information saved in Reveal from operator manifests on their tablets. In addition, **our extensive experience with both FTA and NTD reporting and history of receiving strong triennial reviews will help the City maintain its funding levels.**

We will forward monthly reports to the City no later than 10 days after the end of each month and will submit annual reports to the Transit Manager within 30 days after the close of the applicable fiscal year ***(2.2.16)***. As required in the RFP, MTM Transit will submit the following reports to the City:

- Monthly summaries to include 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.
- Passenger complaint, reasonable modification requests, and compliment reports
- Incident and accident reports
- National Transit Database (NTD) data: MTM Transit has extensive experience with both FTA and NTD reporting and will provide the City with all necessary statistics required under FTA NTD reporting as outlined in the RFP. We are very strict about following FTA guidelines in reporting and service, which translates to strong triennial reviews to help maintain funding levels. Report templates are available within Reveal, and customizable to the City's needs. We will provide passenger mile sampling data according to a method approved by the FTA for NTD reporting purposes.
- Financial reporting and monthly accounting data
- Equal Employment Opportunity (EEO) Affirmative Action report
- Passenger count data by fare and demographic category
- Vehicle hours, miles, revenue hours, and revenue miles
- Passengers per hour
- Wheelchair boardings
- Road calls
- DAR/ADA Paratransit passenger no shows, cancellations, and missed trips

MTM Transit will collect information concerning vehicle activity daily on the bus operator's log, bus operator's report, dispatch log, or other forms we develop and have approved by the City, and we will summarize that information daily in Daily Operational reports available for City review. We will collect and compile operations data daily, weekly, monthly, quarterly, and annually; and we will provide reports the City specifies, according to the individual routes, modes, and total system.

We view timely, accurate reporting as a critical element of effective service planning, service quality evaluable, and policy development. MTM Transit will maintain operational data through Reveal, including all trip information saved in Reveal from operator manifests on their tablets.

We will provide the City with comprehensive information on day-to-day operations through scheduled and as-requested reports, which will be generated through Reveal. We will collect data as required in the RFP and submit reports in the format approved by the City. MTM Transit will provide the following reports listed in **Figure 36**, including those requested by the City:

Reports	
Daily Revenue Vehicle Status Report – within 3 Business Days	▶ Daily operator summary log ▶ Daily ticket sale spreadsheet ▶ Daily credit card receipts/settlement report ▶ Daily farebox worksheet ▶ Daily operational report (passenger counts, revenue hours, vehicle breakdown, detailing) ▶ Daily status and passenger complaints ▶ No-show/cancellation of trips
Weekly Operational Reports	▶ Fixed Route On-Time Performance ▶ Dial-A-Ride/ADA Paratransit On-Time Performance ▶ Dispatch/Receptionist/Passenger phone recordings (selected at random)
Monthly – by 10th of the Month	▶ Monthly management report, with: ○ Invoice/billing summary by mode ○ Capacity/constraint data ○ Telephone system data ○ Total employee work hours ○ Safety training manager report ○ Inventory of schedules/brochures/tickets ○ Missed trips ○ Final list of completed customer service reports ○ Workforce report ○ Staff schedule ○ Gate key/fuel card inventory report ▶ Fixed Route reports ▶ Dial-A-Ride/ADA Paratransit reports ▶ Vehicles/mileage
Quarterly	▶ DBE procurements report (if applicable) ▶ NTD passenger mile surveys ▶ Drug and alcohol program report
Annually	▶ Drug & Alcohol MIS Report ▶ Equal Employment Opportunity Affirmative Action Report

Figure 36: Reporting Schedule. *MTM Transit will comply with the City-established reporting schedule.*

Reveal's Recording and Reporting Capabilities and Dashboards

MTM Transit is offering Reveal's real time and historic reporting module, which provides an added level of recordkeeping, data reconciliation, tracking, auditing, reporting, and billing activities. Information on the overall Reveal system is provided in ***Section 5. Scope of Work*** on **page 54**. These reporting tools are unique and industry specific.

Reveal allows users to begin with a summary report, and then drill down into the report to review detailed reporting information and view trips on a Google map. This saves time when researching potential problems since users do not need to manually look through each operator manifest. Manifest data is saved to the system as operators check out during the day, providing up-to-date information on the number of passengers transported throughout the day as well as the fare amount collected. Fare collection reports can be set to report on fares collected by operator, by manifest, or by type of service provided.

Reveal has over 50 different types of reports exportable to Microsoft Excel. Examples include:

- Daily Schedule/Actual Breakdown
- OTP by Month, Manifest, and Hour
- OTP by Operator and by Passenger
- Schedule and Actual Trip Performance – 15-minute breakdown
- Productivity Summary
- Passenger Trip Summary
- Customer List
- NTD Reports
- No Shows

Through Reveal's Ad Hoc reporting functions, our management team will be able to use filters to sort data and display it in tables or charts. Users can change the sorting of a column or the grouping, thereby changing the sorting and subtotaling of the report being generated. Users will also be able to add or remove columns, add a new column that is a calculation based on other columns, and add a filter to the displayed data.

Our confidentially proposed General Manager and the dispatchers will have the ability to review all performance issues, including on-time performance by operator, by route, by time of day, by passenger, long ride versus short trip miles, vehicle dwell time with a passenger on board, and customer cancellation and no-show history. All customer ride history will also be uploaded into Reveal. The General Manager will also be able to execute "what if" scenarios through Reveal by taking snapshots of a day's data, which can then be used to create different scenarios of schedules, run cuts, and trip assignments. S/he will be able to compare key metrics of each snapshot to determine the most cost-effective way to provide the best service for the riders.

MTM Transit, as well as Reveal's technical support team, will spend ample time training users so they have a thorough understanding on how to use Reveal's reporting capabilities to show trends that will help maximize efficiency. Reveal is one of the most user-friendly RSD software solutions available, and it will provide clear summary data and provide MTM Transit with an unprecedented understanding of program metrics so we may improve them.

Reveal's Interactive Dashboards

Reveal provides many interactive dashboards that our managers can use to monitor all key metrics. They are especially helpful in the post-trip validation process, when trending issues, or determining the root case of a passenger complaint. Dashboards are available that focus on passengers, operators, locations, and even manifests. Reveal offers a Schedule vs. Actual dashboard allowing the user to compare data from how trips were scheduled with how the schedules were operated after the day of service. The dashboard in **Figure 37** below shows the location address, stops at each address, trips completed, cancellations, and on-time performance.

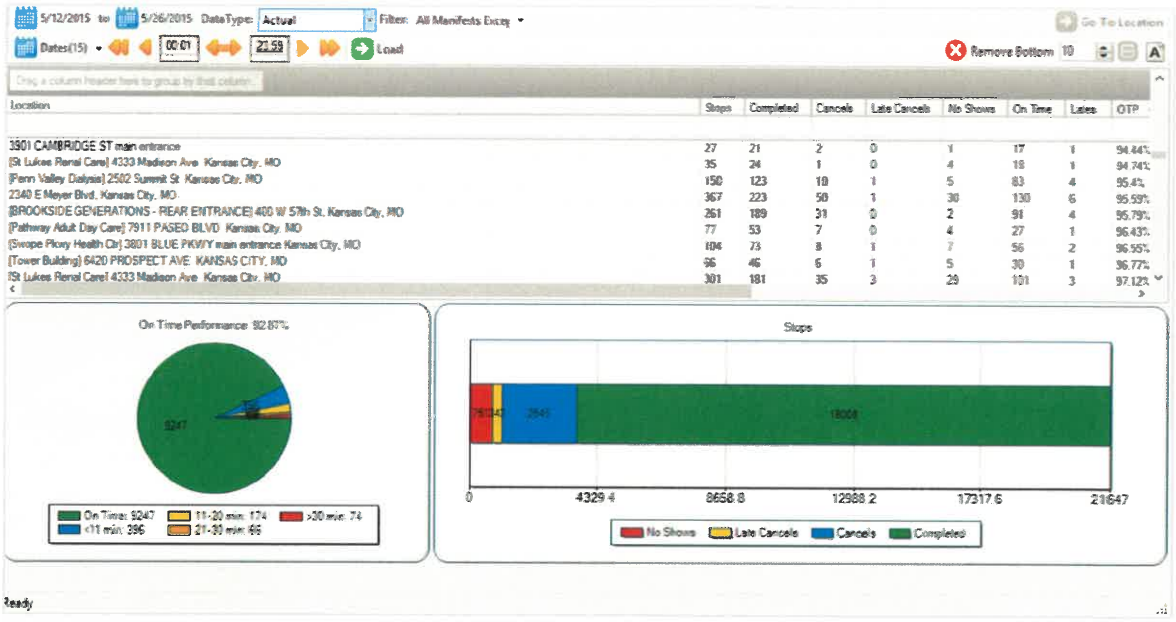


Figure 37: Reveal Reporting Dashboard.

In addition, Reveal will provide increased transparency into day-to-day operations for the City through dashboards, as well as access to real-time program data. **Figure 38** shows the dashboards Reveal provides.

Dashboard	Function
Quality Assurance	Displays selected key performance indicators for the contract such as overall productivity, on-time performance, etc.
Passenger Summary	List of all passengers and the number of trips taken in date range, on-time performance, etc.
Passenger	Specific passenger information pertaining to on-time performance, trip dates, manifests, etc.
Operator Summary	List of all operators, on-time performance, number of trips provided on time and late
Operator	Specific operator information pertaining to on-time performance, manifest driven, dates, passengers
Location Summary	Displays addresses detailing on-time performance, cancellations, number of pick-ups and drop-offs
Location	Specific location information pertaining to on-time performance, passengers, number of pick-ups and drop-offs
Filter	Allows comparison of different types of services provided
Manifest Summary	Displays trips and how they relate to each manifest; (on-time, late, on-time performance, completed)
Manifest	Provides specific information per manifest pertaining to on-time performance, late, completed, etc.
Schedule vs. Actual	Provides manifest and trip information, comparing scheduled to actual performance, to provide the user to trend information needing attention

Figure 38: Reveal Dashboards. *Reveal offers extensive dashboards for performance monitoring.*

Each dashboard is interactive and allows users to double-click on any of the segments within the graphs, and the grids displayed will update automatically displaying the information that makes up the specific portion of the graph, allowing the user an in-depth view of the situation and to view locations in Google Maps. Reveal's dashboards will allow us to see all activity in real time for the current day or any scheduled work for future days and track schedules and work progress by employee, run, route, manifest, time of day, and address location.

The Passenger Dashboard is a particularly useful dashboard that can improve customer service. It allows users to access a single passenger's trip history over a span of time and populate that information into interactive visual displays. It identifies late trips and why a trip was late; it

determines if the trip was booked incorrectly, scheduled late in the window, or if the operator was late. As shown in **Figure 39**, the Passenger Dashboard shows three interactive graphs that correspond with the trip data, allowing easy trip review.

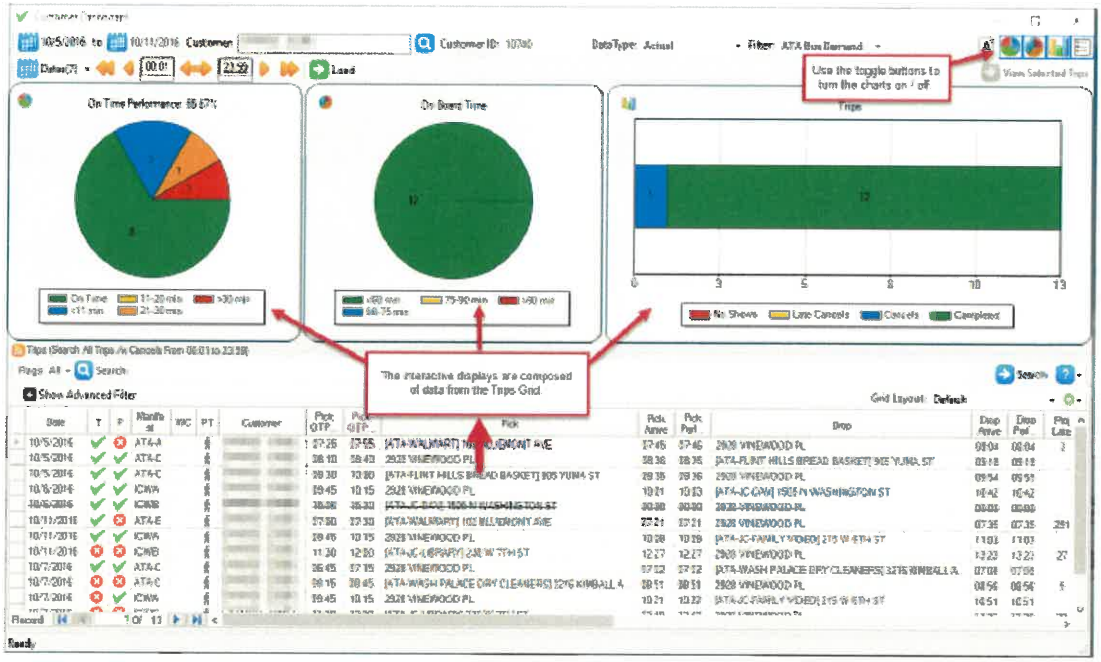


Figure 39: Reveal Passenger Dashboard. *Users can use this dashboard to determine why trips are late.*

The Quality Assurance dashboard allows users to select key metrics for different days, data types, and filters to be compared to each other and to trend performance. Custom reports will be created using this dashboard. Users may select the date, data type, and metrics they wish to see, as shown at the top of **Figure 40**. This will generate a report for the parameters and key metrics that have been selected. Each time the load button is clicked, Reveal will create a new column of metrics to the right of what has already been loaded. At any time, the dashboard can be exported to Excel for report creation and submission to the City.

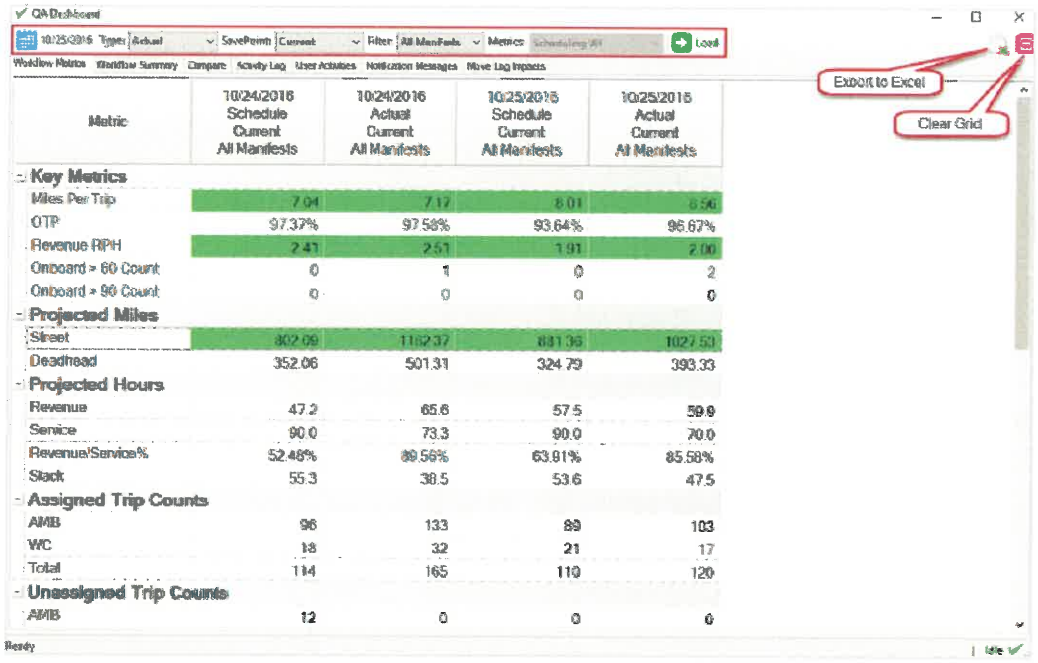


Figure 40: Quality Assurance Dashboard. *Reveal's Quality Assurance Dashboard allows users to select key metrics on different days, data types, and filters, to compare and trend performance.*

Using Reveal's interactive dashboards and reporting functions, the General Manager and MTM Transit's staff will be able to review performance issues, including on-time performance by operator, by route, by time of day, and by passenger. They will also be able to monitor other metrics such as long ride versus short trip miles, vehicle dwell time with a passenger on board, and passenger cancellation and no-show history.

COMPLAINT RESOLUTION AND REPORTING

MTM Transit cares deeply about the level of service we provide. We are prepared to be a transparent partner and work cooperatively with the City of Manteca to ensure all complaints are properly resolved and reviewed for complete customer satisfaction. MTM Transit will be attentive and courteous to all customers voicing complaints. We will refer them to the City unless the person objects or the situation requires immediate action. In those cases, all complaints will be reported to the City by the next working day or sooner.

By choosing MTM Transit as its service provider, the City will experience a positive impact on customer service. With MTM Transit's management, the City will not be subject to complaints and issues about the service provided. We will provide courteous, prompt attention to

passengers' needs through selective hiring, comprehensive initial and ongoing training, rigorous operator credentialing, and thorough performance monitoring. We will investigate and respond to all complaints and comments regarding the City's service.

MTM Transit has a strong history of maintaining low customer complaint rates and knows how to solicit appropriate feedback, track complaints, determine underlying issues, and resolve problems. MTM Transit will document all complaints from the public and report them to the City. Our complaint procedure is described below.

In our current operations in Tracy, California, **MTM Transit has successfully reduced complaints over the course of the contract**, with 9 complaints/month in 2018, 7.5 complaints/month in 2019, and only 0.58 complaints/month in 2020.

In the event an issue does arise, we are often able to address passenger concerns within a few minutes on the first phone call by reviewing specific trip data. If this is not sufficient to address the passenger's concern, we begin investigation immediately.

Specifically, MTM Transit will follow the process below to investigate and resolve complaints for the MT program:

1. **Complaint Receipt:** If a passenger wants to report a complaint, they can call MTM Transit and one of our reservationists log the complaint on the complaint form and provides copies of the form to our General Manager and the City of Manteca.
2. **Initial Investigation and Complaint Meeting:** Our General Manager assigns each complaint to a supervisor for investigation. The supervisor contacts the passenger to confirm the information, then reviews pertinent manifest data, and interviews staff as appropriate. The supervisor also pulls dispatch records, data, and reports to help determine the complaint's root cause(s).
3. **Additional Investigation:** Based on the complainant interview or witness accounts, the supervisor may review vehicle maintenance records, on-board camera footage, and the operator's personnel file.
4. **Remedy Exploration:** If a complaint is the result of a preventable action on the part of an employee, the supervisor proposes re-training and/or disciplinary action to the General Manager.
5. **Discussion of Remedy:** The General Manger reviews the proposed resolution with the City to ensure compliance with all service policies and procedures and notifies the complainant of any remedy or remedies put into effect.

6. **Resolution:** Resolution occurs when the General Manager and the City determine and understand the cause of the problem; our team takes action to prevent the problem from recurring; and the complainant is satisfied with the resolution.
7. **Notification and Documentation:** The supervisor or the General Manager contacts the passenger to let him/her know of MTM Transit's resolution and actions. We provide a copy of the completed and resolved complaint to the City and retain a copy for our records.

MTM Transit can use Reveal to manage complaints, as we do in our Tracy program. In Reveal, any team member can enter a customer service ticket. The ticket ties to the specific passenger and trip. Once our staff enter the complaint details, Reveal automatically sends an e-mail with the complaint details to a designated distribution team, who can begin investigation and resolution.

Reveal makes it easy for staff to view open, pending, or closed complaints/accommodations; add notes or change the status of a complaint; and download a complaint report showing complaint type, date created, date closed, passenger/trip, and complaint details.

With Reveal, MTM Transit will be able to better address and investigate complaints regarding the paratransit service. We can view a map of the trip, confirm actual pick-up and drop-off times, view the route the operator used, and confirm details such as speed traveled. We can confirm whether the operator was at the correct location, correct entrance, and the time they arrived and departed. We can also determine if the operator made an un-authorized stop along the way. MTM Transit can tie trip details from Reveal to the complaint for documentation, training, and corrective action purposes.

As a testament to our commitment to customer service, we offer safety and customer service bonuses to all operators who complete each quarter with no preventable accidents and no absences or substantiated complaints. These bonuses encourage operators to always be exceptionally aware of safe driving and quality customer service. We also offer Operator of the Year performance awards.

SECRET RIDER PROGRAM

MTM Transit will develop and deploy a Secret Rider program for Manteca Transit services. Prior to deployment, MTM Transit will engage the City, as well as system stakeholders, including passengers and advocates. By obtaining input from these groups, MTM Transit will accurately define what indicators should be monitored as part of the Secret Rider questionnaire.

MTM Transit will develop specific questions for each measure to ensure the questionnaires are responsive to stakeholder needs. Although the questions will not be finalized until after the stakeholder feedback is requested, we have provided sample questions in **Figure 41** below covering both service and bus stop factors; additional factors may be added as requested by the City and surveys can be customized based on service type (i.e., fixed route or paratransit). Some questions will require a simple yes/no answer, while others can be evaluated on a scale of one to five, based on the City's preference. Our goal will be for the entire questionnaire to take approximately eight to ten minutes for the Secret Rider to complete.

Sample Secret Rider Questions

	Service	Bus Stop
Operations	• Was signage functional and accurate? • Was a bus schedule available? • Were the doors functional? • Was the farebox functional? • Were stop announcements correct and clear? • Was the wheelchair lift functional? • Was the vehicle on time?	• Was a route schedule displayed? • Were bus stop signs visible?
Physical Condition	• Was the exterior in good condition free of dents, scratches, and graffiti? • Was the interior odor-free? • Were seats in good condition free of tears, rips, and cracks? • Were windows clean and free of cracks? • Were interior walls free of graffiti? • Was the bus in overall clean condition?	• Were trash cans emptied? • Was the shelter odor-free? • Was the shelter free of graffiti and etchings? • Were the benches in good condition and free of cracks/splinters? • Was the shelter free of cracks, holes, and leaks? • Was the shelter in overall clean condition?

Sample Secret Rider Questions		
	Service	**Bus Stop**
Safety	• Were seatbelts in working condition? • Were the windshield wipers functional? • Did the operator talk to passengers while driving? • Did the operator pull out before passengers were seated?	• Were lights near the stop in working condition? • Were the surrounding sidewalks clear of debris and wheelchair accessible?
Customer Service	• Was the operator friendly to passengers? • Was the operator in uniform with name badge displayed? • Was the operator able to communicate in Spanish? • Was the operator able to operate the wheelchair lift when requested?	N/A

Figure 41: Sample Secret Rider Questions.

MTM Transit will recruit a network of Secret Riders diverse in age, race, ethnicity, ability, and gender, working with a variety of outlets to obtain volunteers. For example, we plan to integrate recruitment with social media outlets such as Twitter and Facebook. In addition, we will work with the City to identify candidates, as well as local advocates for individuals with disabilities and older adults to recruit secret riders with a variety of disabilities. Preferably, our Secret Riders will be individuals who utilize the Manteca Transit systems on a regular basis, ensuring they recognize problems and issues with service quickly.

After we have identified sufficient Secret Riders, we will begin training activities. By providing thorough instruction to our surveyors, we will ensure that Secret Riders are well-trained to conduct surveys. Secret Riders will be instructed to be discreet during the survey, as well as to evaluate service accurately and honestly.

Using the questionnaire, MTM Transit's Secret Riders will discreetly audit compliance with system and passenger expectations. To ensure an accurate sampling of questionnaires is taken throughout the year, MTM Transit will complete a minimum of ten evaluations monthly using a random sampling methodology. We will strive to survey the system at all time periods, including peak and off-peak periods. Results of the Secret Rider questionnaires will be compiled and submitted monthly to the City, accompanied by any mitigation, training, or improvement plans developed because of the findings.

13. Plan and Schedule for Operation of System

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.

We have included our implementation plan for the City of Manteca's transit program in **Attachment C**, which outlines the activities necessary for a successful start of operations on July 1, 2023.

Details on our methods and processes for ensuring an effective transition and implementation are outlined in ***Section 15. Transition and Start-Up Plan*** on **page 159**. Our approach assures a seamless start-up and a successful operation, and includes:

- A proven start-up plan detailing deliverables
- On-site support from our implementation team
- Weekly timeline meetings with the City
- Providing executive oversight and support during implementation and throughout the life of the contract

14. Road Supervision

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).

Road supervision and observations play an important role in the monitoring of high-quality service for the Manteca Transit program and will be conducted by our dedicated Road Supervisors. MTM Transit will provide a vehicle for road supervision and operator shuttling, which will include the Manteca Transit logo and the words "Road Supervisor" on the sides of the vehicle ***(2.2.9)***. We are proposing to provide a fully-electric vehicle for the Manteca program to align with our corporate environmental initiatives and to support the City in in reducing its carbon footprint.

Our management team works with road supervisors to ensure proper oversight of on-street operations, timeliness, dispatch, and rollouts. Our safety managers also periodically evaluate operators during in-service evaluations (ride-alongs). Road supervisors are responsible for monitoring performance through on-street observations, operator evaluations, regular radio check-ins, and live/real time notifications of late/missed trips, as well as assisting lost vehicles as indicated through the operator tablets.

Our road supervisors provide periodic and annual operator evaluations. They proactively ensure reliable transit services, identify solutions to minimize service disruptions, and verify that operators always maintain professional, fair, and friendly demeanors. They also monitor footage from the on-board camera systems.

On-Street Observations

During on-street observations, Road Supervisors observe the safe operation of the vehicle, the normal driving of the operator in service, and the practice of the policies and procedures of MTM Transit and the client. Areas of observation include:

- Is speed reasonable for conditions?
- Is there proper following distance?
- Is the route followed properly?
- Are proper stopping procedures followed at all railroad crossings?
- Are traffic lights, signs, and stop signs observed?
- Is the operator's appearance appropriate?
- Are all the starts and stops smooth?

- Is backing executed properly?
- Was the pre-trip completed properly?
- Does the operator drive in proper traffic lanes?
- Are loading zone procedures executed well?

TrackIt

MTM Transit proposes the TrackIt software for electronic documentation of on-street supervision and preventative maintenance functions. This software provides digital checklists and customizable forms for seamless recordkeeping and reporting. Our staff will interact with TrackIt via ruggedized tablets, which offer convenience for electronic documentation in the field and parking areas. TrackIt stores all information in a secure environment, completely backed up and safe from server crashes or other emergencies. Only authorized staff can access information.

The TrackIt software **provides paperless digital tools to systematically collect, track, analyze, and act on the personnel data generated by our operation**. Road supervisors will collect ride evaluations, accident reports, and other types of personnel data into TrackIt using tablets.

Trusted Partner

This software provides digital checklists, observation forms, digital training evaluations, and assessment forms for seamless recordkeeping and reporting during on-street supervision. TrackIt compares and compiles risk factors for operators and provides customizable alerts to show when vehicles leave designated locations or are used without authorization. TrackIt has other unique features, including providing a bird's-eye view showing the entire fleet with interactive maps, breadcrumb trails, and the ability to locate the nearest vehicles to a given point. It can also map high traffic areas, narrow roads, and accident locations on Google maps. TrackIt ties all accident reports and pictures together in one record that is stored electronically. The software integrates with other databases and provides high level reporting without separate audits.

Because the TrackIt Manager road supervision module is designed around the core skills from our TAPTCO new-hire training program and operator behaviors, it supports our foundation of safe performance. TrackIt increases efficiency for road supervisors, identifies areas to improve driving skills, and reduces preventable accidents and complaints. Our staff have extensive experience using TrackIt, and we will optimize its use for the City to collect, track, analyze, and act on the data generated during on-street supervision activities, contributing to the safe operation of the City's vehicles for all passengers.

We have included the costs of TrackIt in our base price proposal.

Operator Evaluations

As outlined previously in ***Section 11. Safety, Security Programs, and Risk Management*** on **page 136**, our Road Supervisors conduct periodic in-service evaluations and documents results on our Driver Evaluation Form.

15. Transition and Start-up Plan

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.

Transition and Implementation

When it comes to new implementations, MTM Transit works as a whole and all aspects of the corporate office are available to assist in implementation, including our human resources department, training teams, and corporate executives. We work collaboratively with our clients as partners, walking through every step of implementation together. MTM Transit will facilitate a highly organized and seamless transition for the City without disrupting services and minimizing any negative impact to customers.

To demonstrate our readiness to operate this contract, MTM Transit has provided a draft Transition and Start-Up Plan in **Attachment C**. It outlines all activities necessary to ensure a seamless transition and start-up of service. MTM Transit has a long history of successfully training, hiring, and certifying new and existing staff when we have taken over contracts; we assure the City that this process will go smoothly. We detail our process in ***Section 4. Personnel*** on **page 36**.

MTM Transit does not take a cookie cutter approach to managing our client contracts; we customize each program to the needs of our clients to ensure a smooth and open transition and implementation period. Upon contract award, we will work with the City to modify the draft Transition and Start-Up Plan as necessary to ensure a smooth, successful start-up. We will obtain a formal "sign off" or certification from the City upon completion of each implementation step. MTM Transit will collaborate closely with the City and all stakeholders during implementation and throughout the life of the contract to provide the highest quality of service.

Transition and Implementation Team

MTM Transit has a **dedicated Project Management Office (PMO) team** that oversees the start-ups for each of our new contracts. This ensures each of our operating locations **align with our high corporate standards** and that the local team and the City experiences **exceptional support throughout the start-up period.**

In addition to the PMO team, the following individuals will be part of the implementation team for the City:

- **Local Management Team:** The local management team for this contract will be on-site to support and participate in all implementation efforts. They will use this time to familiarize themselves with the service and community, as well as establish relationships with the City and the other members of the staff.
- **Regional Vice President, Scott Transue:** Scott will work closely with the local management and PMO teams to ensure we meet all contract deliverables and that the necessary operational policies and procedures are in place. He will also play a key role in ensuring a positive working relationship with the City from day one.
- **Director of Safety Administration, Matt Weinberg:** Matt will be responsible for overseeing the training of all staff for the program and implementing the safety and emergency preparedness plans for the local staff.
- **Regional Director of Maintenance, Joe Sullivan:** Joe will work closely with the local Maintenance Manager to develop and document maintenance policies, set up the maintenance software systems including AssetWorks and TrackIt for DVIs, and assist in establishing relationships with the proposed maintenance and vehicle cleaning vendors.
- **Director of Transit Technology, Pat Lopez:** Pat will assist with technology support and training for the software being used for the City. He will work closely with the City's team to ensure our local team is ready for day one of service.

Additionally, MTM Transit will have members from several key operational departments on the ground in the City's facilities to assist with the transition and implementation. This includes:

- **Human Resources:** Team members will recruit and provide qualified employees to fill any open roles. They will perform outreach to current incumbent staff, conduct interviews, and assist with employee screening.
- **Information Technology:** We will have team members on-site to assist with technology support and training for the City-provided software solutions. These individuals will work closely with the City's team to ensure our local team is ready for day one or service.

- **Training:** We will bring members of our training team on-site to assist our local Safety and Training Manager with classroom and behind-the-wheel training.
- **Marketing:** We will create any materials needed to promote the City's services. Our Marketing Team will coordinate efforts with the City's Marketing Team.

Corporate and regional support is most critical during the transition and implementation phase. We deploy our corporate managers, technology experts, and safety and training professionals to each new implementation site and these individuals remain on the ground and accessible until the site is fully operational, aligned with MTM Transit's corporate culture and values, and performing to our high standards. We use a "fade out" approach, slowly transitioning more and more responsibilities to the local team over time as we monitor metrics to confirm their independent success. MTM Transit will do everything in our power to mitigate issues on the first few days of service and make the transition as easy as possible and seamless for MT's passengers.

Meeting Project Timelines

As outlined in the transition and implementation project plan in **Attachment C**, once the contract has been awarded, our transition and implementation team, including all key personnel mentioned above, will conduct an internal kick-off meeting and will be on-site, as needed, during the transition and implementation period. Although we expect to retain 90% of the existing contractor's staff and have already begun recruiting staff for the program, we will expedite that process upon contract award. MTM Transit will work closely with the City to transition the current incumbent's services and will offer positions to any qualified incumbent employees who may be interested in any open roles. In compliance with California Labor Code, MTM Transit will retain the employees of the existing Manteca Transit contractor for at least 90 days. MTM Transit has done so in our similar contracts across the country, and we are confident in our ability to work collaboratively with the City until the program is successfully transitioned and implemented.

Because of ever-changing circumstances during transitions and implementations, our transition and implementation team will work alongside our confidentially proposed General Manager and Regional Vice President Scott Transue, holding a weekly timeline meeting to ensure we meet our goals and quickly recognize any plan changes that need to be made. MTM Transit will review all changes with the City to maintain a true partnership. To provide consistent service during transition and implementation, MTM Transit will assign every deliverable to a specific team member. Our confidentially proposed General Manager, Regional Vice President Scott Transue, and additional members of our transition and implementation team will all be on-site during the implementation, working with the City and our local team to establish a successful service from day one.

Beyond implementation, Regional Vice President Scott Transue will have regular meetings with our confidentially proposed General Manager to discuss operations. Our corporate executives will also facilitate an annual meeting with the City to review the previous 12 months of operation and create a plan for improvements during the next 12 months. Further, throughout the life of the contract, our Chief Operating Officer Brian Balogh and Director of Safety Administration Matt Weinberg will visit in-person to conduct audits and ensure operations run smoothly. IT support staff will conduct annual health checks on all proposed software to verify the software functions as it should, and Human Resources staff will be on site to support job fairs and recruiting efforts as needed.

Ensuring a Seamless Transition

Also outlined in our Transition and Start-Up Plan in **Attachment C**, MTM Transit clearly outlines our responsibilities and timelines encompassing all aspects of implementing our operations, including:

- Program development
- Reporting, recordkeeping, and accounting
- Recruiting, staffing, and training
- Acquiring equipment, hardware, software, and other materials and integrating systems as needed

MTM Transit will train staff prior to day one of service and familiarize each staff member with the MT program and transportation resources. If there are benefits that can be instantly gained by modifying inefficient procedures, we will correct them. If there are several areas requiring attention and improvement, we will formulate a plan and roll out changes gradually. All changes will be reviewed with the City to maintain a true partnership.

16. Handling Operational Emergencies and Requests

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.

Accident Reporting and Review

Accidents and incidents can be very unnerving for everyone involved. When an accident or incident occurs, MTM Transit handles it in a professional, calm manner. MTM Transit will develop, implement, and maintain formal procedures to respond to accidents, incidents, service interruptions, and complaints, which we will provide to the City for review and approval. As outlined in the RFP, these occurrences will include vehicle accidents, passenger injuries or disturbances, in-service vehicle failures, lift or ramp failures of buses in service, fixed route buses operating more than 10 minutes behind schedule, and DAR buses operating more than 30 minutes behind schedule ***(2.2.10)***. Our process for handling complaints is detailed in ***Section 12. Performance Monitoring and Quality Control Program*** on **page 142**.

Although MTM Transit's safety and NTD AFR records are historically low, we understand that accidents and incidents are a part of transportation service, and we have procedures to prevent, investigate, and rate accidents/incidents within our safety program. Our safety team uses the National Safety Council (NSC) definition of preventability, as well as NSC guidelines for accident/incident response and investigation.

In the event of an accident or incident that falls under the City's qualifications during contracted service hours, MTM Transit uses the following process:

- The accident/incident is reported immediately to the dispatcher, the client, and the proper responding authorities.
- This includes accidents and incidents involving injuries, which will be immediately reported to the Transit Manager immediately upon receipt by MTM Transit; incidents resulting in loss or damage to Manteca Transit property need to be reported to the City's Transit Manager within 24 hours ***(2.2.10)***.
- MTM Transit employees follow written protocol to secure the scene and interact with passengers and emergency personnel, including taking pictures, notes, and obtaining passenger courtesy cards when applicable.

- A road supervisor (or the safety manager) responds to the accident/incident and determines the cause and extent of damage and injury.
- They review accompanying camera footage and complete all required paperwork.
- MTM Transit's safety personnel are notified of all details pertaining to the accident.
- Post-accident, safety-sensitive employee drug and alcohol testing is administered as appropriate.
- MTM Transit interviews the operator involved.
- MTM Transit thoroughly debriefs the operator and passengers as necessary.
- MTM Transit provides a written accident report to the client within 24 hours of the accident, including the official report and response.
- Back-up documents and photos are provided to the client within two business days.
- Drug and alcohol testing results are provided as soon as MTM Transit receives them.
- We counsel and/or retrain the operator as appropriate depending on test results and investigation findings.
- Results of investigation findings are stored electronically and available to the City.
- These records are maintained for a minimum of five years.
- MTM Transit removes the damaged vehicle from service and promptly repairs it, if applicable.
- After investigation, the Safety Committee determines the preventability of the accident.

MTM Transit's executive safety team also tracks and reviews accidents in all locations. Director of Safety Administration Matt Weinberg is notified immediately when an MTM Transit location has a major accident/incident, and this information is entered into a database, which sends an automatic email alert to the executive team to review. This allows us to track accidents and compare similarities across our operations and adjust training to address common unsafe operator behavior and reduce accidents.

When an accident or incident occurs, we immediately conduct re-training for any preventable accidents. This includes incidents that occur outside of the vehicle; for example, in the event of a workers' compensation incident, we recreate the event with the employee and/or all staff to determine the root cause and provide education on how the circumstance can be prevented. We also fully utilize camera systems, which can help determine the assessment of liability, and provide insight into the cause or circumstances surrounding the incident.

idrive AI Cam

In addition to the procedures outlined above, MTM Transit will review videos from the on-board camera system during accident and complaint investigations. As described in ***Section 5. Scope of Work*** on **page 54**, MTM Transit will provide, install, and maintain the Idrive on-board camera system on every dedicated vehicle. We use this system throughout our book of business and incorporate footage and data from these cameras in our overall safety culture. The onboard video system will be checked every day as a part of the pre-trip inspection. In the event the system is not functioning, the vehicle will be pulled from service until it is once again operational. The camera system will also create a weekly report, which we will use to determine if we need to meet with any operators to discuss problem behavior or driving and initiate additional training or discipline.

Operator Training for Medical Emergencies

To ensure our operators are well versed in handling medical emergencies, we include training in the PASS program to cover medical emergencies and to help with the understanding of warning signs of medical emergencies in passengers. In the PASS training, our operators will go through the steps of reporting and assisting with different types of medical emergencies. Seconds save lives, so we teach our operators in our Medical Emergencies PASS class to learn to recognize some key indicators of life-threatening emergencies.

We cover the following passenger warning signs, which include:

- Chest pains lasting two or more minutes
- Uncontrolled bleeding
- Sudden or severe pain
- Coughing or vomiting blood
- Sudden dizziness, weakness, or change in vision
- Difficulty breathing, or shortness of breath
- Change in mental status (e.g., confusion, difficulty arousing)
- Severe or persistent vomiting or diarrhea

The lifeline to any passenger medical issue is to be able to call for medical help immediately and relay these symptoms to emergency responders. This all starts with good quality training, which MTM Transit provides to our operators in emergency medical procedures training.

"Driver Lyle (Pettenger) may have saved someone's life. Lyle saw that someone was unconscious in their car and called 911, and an ambulance showed up and took the person away. I wanted to call and let you know how much Lyle cares about people and how extraordinary he is."

Effie, CATARIDE Passenger

REQUESTS FOR SERVICE CHANGES

Successful transportation programs allow flexibility to make changes and adjustments to daily protocols and processes. MTM Transit is an agile partner that continually coordinates with our clients to always provide the right levels of service. We will work together with the City to enhance, increase, and strengthen the range of transportation options available, as well as determine strategies to increase routes and provide additional service as needed. We take on every client request, no matter how challenging, and deliver responsible solutions, as our clients will attest.

During implementation, we will hold weekly meetings with the City to ensure alignment and coordinate to discuss potential modifications and/or service enhancements. After implementation, our local General Manager will meet with the City regularly to discuss performance, opportunities, and potential service enhancements. The City will also have access to our corporate leadership team, including Regional Vice President Scott Transue who will be on-site regularly to support the program.

One local example of our ability to accommodate service changes is our Tracy, California contract. MTM Transit helped the City of Tracy implement the TracerPLUS on-demand program in August of 2020, through which passengers can book trips via TransLoc mobile app or by calling our reservationists. Regional Vice President Scott Transue, the General Manager, and the Operations Manager coordinated with the City of Tracy to implement the service and secure TransLoc as the software for this program.

EMERGENCIES; NATURAL DISASTERS

MTM Transit is fully prepared to assist with emergency evacuations and/or reverse emergency evacuations during inclement weather, or other disastrous events ***(2.2.19)***. We will conduct drills for our operations team to ensure that when an emergency occurs, that our team can respond calmly to the challenge. MTM Transit provides training on emergency response and preparedness procedures to all employees. We train our operators to provide safe and reliable service in the event of any emergency, including accidents, crime/security incidents, and inclement weather. Training on emergency response and preparedness procedures includes safety drills as well as classroom training. In the event of an emergency, we will adhere to our Emergency Preparedness Plan, a sample of which can be provided upon request.

Our training will follow the requirements set forth in the RFP for the City's PTASP. Training includes a review of our Emergency Preparedness Plan, which describes processes for coordinating with law enforcement and other public safety agencies to manage response to an incident that occurs on a vehicle or affects operations. It also identifies a process for integrating company resources and capabilities into the community response effort to support management of a major event affecting the community. Our training on emergency response and preparedness procedures also includes a review of our PTASP, which addresses safety policies and procedures for various elements of our operations, including employees, passengers, vehicles, facilities, equipment, and maintenance ***(2.2.8)***.

We will also make available the transportation and communications services and operations facility to assist the City. We understand in such an event, we will not be obligated to operate transit service duties and responsibilities, and that we will be entitled to be paid reasonable compensation for providing such emergency services as mutually agreed upon.

Success Story: Responding to the COVD-19 Pandemic

Businesses worldwide have had to adapt to a new normal due to the COVID-19 pandemic, and MTM Transit is no different. Our number one priority is always the safety and well-being of our passengers and employees. Doing so in the current environment means remaining flexible and developing innovative approaches, and MTM Transit has more than met the challenge. Since March 2020, we implemented the following solutions:

- Partnered with our clients on the procurement and installation of plexiglass barriers in vehicles to minimize operators' exposure
- Secured and distributed PPE for our operators, including masks, sanitizers, and gloves

- Ensuring passengers are wearing face coverings and observing social distancing standards, where appropriate
- Implementing new daily sanitizing procedures on all vehicles we operate, and in all operations facilities and offices
- Transitioned our non-essential support functions to working from home
- Aiding with communication of COVID-19 safety precautions to passengers; for example, in San Diego, we partnered with our client to develop and send messages to passengers whose email addresses were already on file to inform them about the current requirement for wearing face coverings while in public.

We follow state and county guidance on face coverings and social distancing. We also disinfect all vehicles daily, both during and post-pandemic, for the ongoing safety of passengers.

MTM Transit prioritizes continual improvement and incorporating lessons learned into our processes. Our leadership has stayed abreast of the latest developments and guidance from the WHO and the CDC since this pandemic started and has always deferred to government guidelines when making decisions about our operations.

> *"During the on-going COVID-19 pandemic period, MTM Transit has demonstrated dedication, commitment, and perseverance to provide unwavering service to our community. MTM Transit has responded quickly and effectively to incorporate enhanced safety protocols for customers, vehicle operators and the entire operations team."*
>
> **Suzie Edrington, Director of Demand Response**
> *Capital Metropolitan Transportation Authority*

17. Insurance Coverage

MTM | Transit

17. Insurance Coverage

Provide a statement indicating insurance coverage by type and dollar amount and loss history for a five-year period.

Please refer to **Attachment B** for a draft certificate of insurance and five-year loss history.

MTM Transit will maintain the required insurance coverage outlined in the RFP throughout the life of the contract, including specified endorsements and minimum limits of insurance at least as broad as:

- Commercial General Liability Insurance with $2,000,000 minimum limit per occurrence
- Automobile Liability Insurance with a $1,000,000 minimum limit per accident for bodily injury and property damage
- Workers' Compensation coverage as required by the State of California, with statutory limits and Employer's Liability Insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease
- Professional Liability (Errors and Omissions) coverage with a limit of no less than $2,000,000 per occurrence or claim, $2,000,000 aggregate

18. Insurance Certificate

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.

MTM Transit has provided a draft certificate of insurance evidencing our ability to obtain the appropriate coverage in **Attachment B**.

Required Forms (Appendix F)

Required Forms

Form A

ADDENDUM RECEIPT

MTM Transit, LLC (CONTRACTOR) acknowledges it has received and read the following Addenda:

Addendum # 1	Signature Alana Nacca
Addendum # 2	Signature Alana Nacca
Addendum # 3	Signature Alana Nacca
Addendum # 4	Signature Alana Nacca
Addendum #	Signature
Addendum #	Signature

Signature Alana Nacca

Date 2/28/2023

Title President and CEO

Company Name MTM Transit, LLC

Form B

NON-COLLUSION AFFIDAVIT FOR PROPOSER

STATE OF CALIFORNIA
COUNTY OF St. Charles

Alaina Maciá declares and says:

1. That he/she is the (owner, partner, representative, or agent) of MTM Transit, LLC, 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 28 day of February, 2023, at Lake St. Louis, Missouri ~~California~~.

Signed: Alaina Maciá

Title: President and CEO

Form C

CERTIFICATION OF ELIGIBILITY (LABOR STANDARDS)

The MTM Transit, LLC (Name of Proposer) hereby certifies that it is not included on the United States Comptroller Generals Consolidated List of Persons or Firms currently Debarred for Violations of Various Public Contracts Incorporating Labor Standard Provisions.

Signed Alana Nacca

Title President and CEO

Date 2/28/2023

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: MTM Transit, LLC

Name: Alaina Maciá

Title: President and CEO

Signature: Alaina Macia

Date: 2/28/2023

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: MTM Transit, LLC

Name: Alaina Maciá

Title: President and CEO

Signature: Alaina Macia

Date: 2/28/2023

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: MTM Transit, LLC

Name: Alaina Maciá

Title: President and CEO

Signature: Alaina Maciá

Date: 2/28/2023

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: MTM Transit, LLC

Name: Alaina Maciá

Title: President and CEO

Signature: Alaina Maciá

Date: 2/28/2023

FORM H

CITY OF MANTECA
REQUEST FOR PROPOSAL FOR TRANSIT OPERATIONS SERVICES

PROGRAM FRAUD CIVIL REMEDIES ACT OF 1986, AS AMENDED, 31 U.S.C. 3801 ET SEQ.

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

Company: MTM Transit, LLC

Name: Alaina Maciá

Title: President and CEO

Signature: Alaina Macia

Date: 2/28/2023

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: MTM Transit, LLC

Date: 2/28/2023

Company Representative: Alaina Maciá Alaina Maciá

Title: President and CEO

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 Alaina Maciá

Name Alaina Maciá

Title President and CEO

Date 2/28/23

Company Name MTM Transit, LLC

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	Alaina Maciá
Name	Alaina Maciá
Title	President and CEO
Date	2/28/2023
Company Name	MTM Transit, LLC

Attachments

MTM | Transit

ATTACHMENTS

Attachment A Resumes and Letters of Commitment
Attachment B Insurance Documents
Attachment C Transition and Start-Up Plan
Attachment D Teamsters Letter of Reference

Attachment A

Proposed General Manager Resume
Redacted for Confidentiality

Please find the resume for the proposed General Manager in the separate envelope labeled "Confidential Materials" submitted with the Technical Response.

Proposed Safety and Training Manager Resume
Redacted for Confidentiality

Please find the resume for the proposed General Manager in the separate envelope labeled "Confidential Materials" submitted with the Technical Response.

Adam Perriera

Ripon, CA | 925-726-6340 | adam.perriera@gmail.com

PROFESSIONAL EXPERIENCE

Swier Tire **October 2018 – February 2022**

Service Manager

- Managing staff including training and overseeing work performance
- Increasing business
- Recruiting different suppliers for supply and demand, lowing cost of product for purchases
- Introduced and implemented safety guidelines
- Greet and check out customers

Meineke Car Care Centers **June 2016 – October 2018**

Store/ Regional Manager

- Responsible for ordering parts and restocking supplies
- Managing crew including hiring and letting go of employees
- Operating the cashier for sale and service needs.
- Mechanic work when needed in the shop
- Oversaw 11 different location from Sacramento to the central valley region
- Conducted audits for errors and productivity per location.
- Increased productivity by creating new store location and layout, handling all permits and purchases for new equipment needed.
- Oversaw proper safety regulations according to state law and company standards accompanied with biweekly safety meeting with all mangers

Maita Chevrolet **October 2015-June 2016**

Service Advisor

- Advising customers on recommended services such as repairs needed, and following up with customers once services were completed
- Oversaw warranty claims and recalls through the manufacturer

Wheel Works **December 2012- October 2015**

Manager of Tire Sales/Service Manager

- Developing employee training practices and safety procedures.
- Processing purchase orders of incoming and outgoing inventory.
- Responsible for coordination of grand opening.
- Growing wholesale market by establishing partnerships with nearby businesses.
- Covering all aspects front and back of the business.

EDUCATION

General Motors Electronic Training for Service Advising **October 2015-2016**

BSRO Certifications **2009**

Numerous courses completed through Bridgestone, Falken and Yokohama to achieve top knowledge of the tire technology for each brand. Management training provided by Bridgestone in retail business procedures.

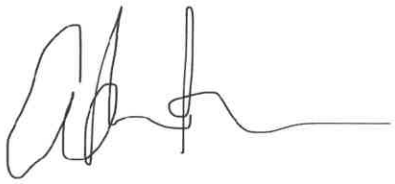
To The City of Manteca Selection Panel

Re: Commitment Letter for Manteca Transit Proposal

I am excited to be proposed as MTM Transit's Maintenance Manager for the Manteca Transit services. With my years of experience, I know I will be a good partner to the City staff and will bring improvements to the program as well as take great care of your passengers.

I look forward to the opportunity to work with both MTM Transit and the City of Manteca if our proposal is selected.

Respectfully,

X 

Adam Perriera
Maintenace Manager

Scott Transue

Regional Vice President

Experience

Scott started out working in the public sector for various transit agencies and now has over two decades of extensive experience with the majority of his work being in management.

MTM Transit, St. Louis, MO, 2016 to Present

Regional Vice President

- Oversees operations in the Western part of the U.S. and uses a hands-on approach to program directing to ensure that all clients receive personal, specific support
- Works in collaboration with operations support departments and transportation providers to ensure the most appropriate and cost-effective delivery of transportation services are provided
- Ensures that business outcomes and contract goals are defined and met
- Keeps abreast of changes to transit program rules, regulations, and policies, and works with clients to acquire a good understanding of their local climates and issues
- Follows through with service issues, troubleshooting problems, and concerns in a timely and professional manner

Southland Transit, Inc., El Monte, CA, 2012 to 2016

Vice President, COO

- Responsible for the control and operation of the company, developing and monitoring division budgets, and ensuring services were provided within budgets
- Reduced operational expenses by 30%
- Directed and managed overall operations of transit services, performed counseling sessions of staff, and attended unemployment and workers compensation hearings
- Wrote reports, correspondence, and various operating procedures for division staff
- Tracked and reviewed all divisions to ensure key performance indicators were met
- Developed ongoing goals and objectives for subordinate staff and oversaw operations and vendor contracts of various locations across Southern California
- Maintained positive client relations with agency staff, elected officials, and ensured the highest customer service standards were met while maintaining projects within budget
- Renegotiated agency and vendor contracts to enact updated and renewed costs, reduced personnel costs and overhead, and streamlined business processes to become more efficient
- Oversaw subordinate managers, ensured all projects were operating efficiently, and developed policies and procedures to ensure high quality operations

MTM | Transit

Scott Transue

Regional Vice President

Experience *(continued)*

Specialized Transportation Consulting, San Diego, CA, 2011 to 2012

Senior Transportation Consultant

- Audited public transit contracts to maximize efficiencies and service improvements
- Completed community transportation service and design
- Assisted agencies with maximizing federal and state cost recovery efforts
- Provided specialized transportation planning and marketing programs for clients, as well as expert ADA advice, consultation, and the California Non-Emergency Transportation consulting services
- Responsible for the development of an employee policies and procedures handbook

North County Transit District, Oceanside, CA, 2010 to 2011

Manager, Service Quality and Accessibility

San Diego Metropolitan Transit System, San Diego, CA, 2002 to 2010

Transit Operations Specialist/ADA Manager

Education

San Diego University, San Diego, CA

Bachelor of Science, Social Science

Pepperdine University, School of Business and Management, Malibu, CA

Transit and Paratransit Management Certificate Program

National Transit Institute, Rutgers, NJ

Managing the Costs of ADA Paratransit Seminar, Understanding ADA Seminar

Federal Transit Administration, Washington, D.C.

FTA Civil Rights Seminar

Additional Information

- Member of Accessible Services Advisory Committee
- Member of Social Service Transportation Advisory Committee
- Member of Council on Access and Mobility

MTM | Transit

Joseph Sullivan

Regional Director of Maintenance

Experience

MTM Transit, Lake St. Louis, MO, 2017 to Present

Regional Director of Maintenance

- Provides oversight and quality assurance for all aspects of MTM Transit's maintenance functions across operations in the Western region of the country
- Assists General Managers, Maintenance Managers, and Operations Managers in ensuring proper maintenance of vehicles through on-time preventative maintenance inspections, repairs, and body work, which are completed by our internal maintenance employees and using cost effective, quality vendors
- Works with vehicle and vehicle equipment manufacturers to provide training and resources for mechanics and maintenance staff on new vehicle technologies

MV Transportation, 2008 to 2017

Fleet Maintenance Manager, *Elk Grove, CA, 2012 to 2017*

- Managed day-to-day maintenance responsibilities of fixed route and paratransit operations, including 78 vehicles with compressed natural gas and gasoline engines
- Provided oversight to all maintenance activities to ensure contractual requirements were achieved in a safe, healthy, and environmentally conscious manner
- Worked on special projects for MV's Western region and mentored new fleet managers
- Received the American Public Works Association Fleet Manager of the Year Award in 2015 for the Sacramento region

Lead Technician, *South Lake Tahoe, CA, 2010 to 2012*

- Led a team of maintenance technicians, managed scheduled preventative maintenance programs, delegated repairs, built and led maintenance campaigns, and preformed emergency service repairs
- Maintained a fleet of diesel, gasoline, and CNG transit vehicles, ensured clients' needs were met, and maintained a shop that was compliant with local and federal regulations
- Used the TEAM computer-based maintenance scheduling and management system to track maintenance
- Tracked and controlled spare parts inventories and worked with parts vendors to maintain an appropriate parts inventory
- Provided mechanical support to several other MV-operated facilities

MTM | Transit

Joseph Sullivan

Regional Director of Maintenance

Experience *(continued)*

Heavy Duty Transit Bus/Light Truck Technician, *South Lake Tahoe, CA, 2008 to 2010*

- Serviced, repaired, and maintained a fleet of diesel, gas, and CNG transit vehicles, including busses from the following manufacturers: Orion, New Flyer, Nabbi, Gillig, Blue Bird, MCI, and Chance
- Maintained Ford and Chevy Cutaway vehicles
- Received extensive training and used I/O controls multiplex electrical systems

Education

Las Positas College, Livermore, CA

General Education and Welding MIG/TIG/ARC/Automotive Classes

Certifications

- Automotive Service Excellence (ASE), Master Certification, June 2011
- EPA 608 Test Proctor, March 2017
- Vansco Electrical, October 2016
- MAN Axle, October 2016
- Amerex, September 2016
- Detroit 50G, December 2015
- Genfare, June 2015
- National Transit Institute, December 2012
- CHP Inspection, March 2012
- Bendex Brake Systems, March 2012
- EPA Section 608 Refrigeration Systems, March 2011
- Intermotive Interlock and Fast Idle Systems, March 2010
- MGM Brake Systems, March 2010
- EPA Section 609 Refrigerant Recovery and Recycling, March 2010
- CNG Fuel Systems, January 2010
- Starrs, Ford Motor Co., July 2009

MTM | Transit

Matt Weinberg

Director of Safety Administration

Experience

MTM Transit, Lake St. Louis, MO, 2021 to Present

Director of Safety Administration

- Coordinates with the executive team and local general/project managers to direct and meet all safety goals and directives, training objectives, and compliance with local, state, and federal regulations
- Implements training programs and successfully leads operations to reduce accident rates and liability costs
- Leads accident and injury avoidance initiatives and safety processes
- Responsible for developing and implementing company-wide safety and training standard operating procedures and leads Executive Safety Committee

Transdev North America, Lombard, IL, 2017 to 2021

National Safety Director

- Responsible for overall regulatory compliance, training, and safety processes and procedures for Transdev locations across the United States
- Worked with individual locations to ensure consistent and thorough implementation of safety and security processes, policies, and programs to mitigate risks and potential company liability, including collision/injury management and reduction
- Monitored safety process execution for compliance with company requirements/ expectations and provided guidance and direction as needed
- Ensured contract compliance with all applicable federal (DOT, OSHA, DHS), state, local, and company regulations

National Express, LLC, Lisle, IL, 2015 to 2017

Area Director of Safety

- Responsible for company safety program for school and transit route contracts in Illinois, Iowa, Minnesota, Missouri, and Wisconsin; including several with union representation
- Played a key role in implementing and integrating safety programs into purchased or acquired companies
- Conducted onboarding and training sessions for new General Managers and Safety/ Training Supervisors.
- Obtained certificate in Safety and Health Management through the Institute for Health and Safety Management

MTM | Transit

Matt Weinberg

Director of Safety Administration

Experience *(continued)*

Saia, Inc., Johns Creek, GA, 2013 to 2015

Regional Safety Manager

- Managed a region consisting of 11 terminals across Illinois, Indiana, Iowa, Minnesota, and Wisconsin
- Ensured compliance with OSHA, DOT, and company policies and procedures when traveling to terminals within the region
- Led regular safety meeting discussing various topics such as accident/injury/spill prevention, hazardous materials processes in accordance with DOT regulations and company policy, safe driving, etc.
- Conducted safety audits and reviewed and coached events recorded by on board camera system

Advanced Disposal Services, Inc., Batavia, IL, 2011 to 2013

Route Manager

- Responsible for operation on the residential side of the Batavia hauling location
- Managed 50 drivers in a union environment and ensured the operation ran as safely and efficiently as possible
- Maintained constant interaction with customer base and coached and disciplined drivers as necessary

Veolia Transportation, Lombard, IL, 2007 to 2011

Assistant General Manager, Master Instructor

- Supervised over 70 employees and served as head of the property's safety initiative which included mentoring employees, managing the DriveCam system, and governing the drug and alcohol policies
- Successfully completed the Veolia Transportation Master Instructor training courses in Accident Responder, Basic Instructor Training, and Behind-The-Wheel, in order to conduct train-the-trainer courses throughout the country
- Maintained budgetary requirements and other corporate reporting such as operations, safety, accident analysis, environmental, etc.

Pace Suburban Bus, Chicago, IL, 2006 to 2007

Operations Administrator for Chicago ADA Services

- Performed onsite implementation coaching for Trapeze routing software
- Assessed contractual compliance of ADA laws and contractual obligations for outside carriers contracted by Pace
- Prepared and lead contract carrier meetings as well as presentations to passengers interested in the ADA service

Matt Weinberg

Director of Safety Administration

Experience *(continued)*

Veolia Transportation, Lombard, IL, 2003 to 2006

Route Supervisor

- Began transit career with Violia operating fixed route transit and paratransit vehicles
- Promoted to behind-the-wheel (BTW) trainer and then moved up to Route Supervisor
- Traveled to other terminals to assist with driving routes during staffing shortages

Education

Northern Illinois University, DeKalb, IL

Bachelor of Science, *Geography*

MTM | Transit

Pat Lopez

Director, Transit Technology

Experience

MTM Transit, Lake St. Louis, MO, 2018 to Present

Director, Transit Technology

- Leads efforts to continuously optimize delivery of MTM Transit services through the use of technology
- Manages ongoing maintenance, support, upgrades, new development, and deployment of Transit technology
- Creates strategic plans for Transit software installations and leads the development of new products and services for MTM and MTM Transit
- Leads execution of project plans to ensure the company is delivering superior customer care and delivering the latest and most applicable versions of Transit Technology to vendors

Redflex Traffic Systems, Inc., Phoenix, AZ, 2004 to 2018

Director of Field Services

- Lead technical operations and team responsible for supporting customers throughout the United States
- Oversaw installation and maintenance of smart transportation solutions for 130+ contracts and over two-thousand systems
- Forecasted, developed, and managed budget of over $8 million, allotted for payroll, travel, and subcontractor expenses
- Provided direct leadership to five managers and 75 indirect reports; managed and regulated the entire employee leadership lifecycle from hiring to termination
- Successfully revamped Field Services department, creating and updating all internal processes and procedures

Product Support Manager, 2011 to 2015

- Reported to Field Services Support Director while motivating, directing, and leading high performing team of technical advisors and project engineers
- Served as an engineering resource, and assisted with integration testing and development of procedural documentation
- Closely collaborated with key internal stakeholders to coordinate testing, roll-out, and hand-off of new technologies
- Partnered with outside third-party vendors to develop and deploy software solutions and hardware products
- Served as key driver in executing system performance optimization, improving system performance, and enhancing field services

MTM | Transit

Pat Lopez

Director, Transit Technology

Experience *(continued)*

NOC Manager, *2010 to 2011*

- Demonstrated authoritative leadership and direction over a staff of four supervisors and over 20 indirect hourly employees responsible for the productivity and efficiency of a 24/7 operation
- Planned, allocated, and managed a $1M+ budget allocated for operational expenses
- Managed staff leadership lifecycle, including sourcing, interviewing, hiring, training, performance management, and disciplinary actions up to termination, if necessary
- Supported staff growth and development initiatives through the creation and implementation of a formal L2 Mentor program
- Developed email tracking solution to assist the team in meeting SLAs and productivity
- Maximized efficiency by developing and improving technician dispatch solution to improve accountability of SLA's and productivity of Field Services
- Leveraged excellent technical and written communication skills to research to develop NOC database for the tracking and reporting of assigned tasks and improve productivity of the department

Regional Field Supervisor, *2007 to 2010*

Field Technician, *2004 to 2007*

Education and Certifications

Eastern New Mexico University, Portales, NM

Bachelor of Business Administration – Computer Information Systems

ITIL Foundations Certification

Practitioner

Microsoft Windows NT and 2000 OS

Microsoft Certified Systems Engineer (MCSE) Certification

MTM | Transit

Brian Balogh

Chief Operating Officer of Transit

Experience

MTM Transit, Lake St. Louis, MO, 2015 to Present

Chief Operating Officer of Transit, *2018 to Present*

- Directs all operations serving the transit market, including functional ADA eligibility assessments and travel training, quality assurance, paratransit operations, brokerage and subcontracted service, ADA call centers, and fixed route operations, including maintenance, reservations, scheduling and dispatch, and safety
- Collaborates with Regional Vice Presidents to ensure MTM Transit's performance aligns with all operational and financial contract requirements
- Regularly monitors contract reporting to ensure contract compliance and quality
- Leads an executive leadership team who provide direction and support to general managers and program directors throughout the nation

Vice President of Transit, *2016 to 2018*

- Ensured contract and budget compliance and developed plans to meet or exceed financial goals of the client, such as increasing productivity due to increased efficiency, improvements in on-time performance, rider satisfaction, safety metrics, and maintenance reliability
- Worked in collaboration with operations, support departments, and transportation providers to ensure the most appropriate and cost-effective delivery of transportation services
- Monitored and managed implementations to ensure seamless transitions and uninterrupted service provision
- Assessed customer satisfaction to improve each operation

Director of Operations, *2015 to 2016*

- Directed and coordinated the day-to-day activities of multiple internal departments
- Coordinated efforts of Community Outreach and Logistics team members and provided performance-driving leadership to Network Representatives to ensure success of multi-load efforts, provider/facility alignment, network adequacy, and superior service delivery, improving transportation quality and reducing costs
- Led Community Outreach team members to leverage facility outreach for better understanding of provider performance

MTM | Transit

Brian Balogh

Chief Operating Officer of Transit

Experience *(continued)*

MV Transportation, Chicago, IL, 2007 to 2015

Senior Regional Vice President

- Increased profitability of divisions through efficiency and organization with revenue exceeding $85 million annually
- Maintained complete oversight and maintenance of fleets totaling 650 vehicles, as well as direct oversight of 20 divisions and over 24 individual contracts across five Midwest states providing paratransit, fixed route, and shuttle services
- Led development of division-level management and staff, as well as corporate support teams totaling more than 1,500 employees

Greyhound Lines, Inc., Chicago, IL, 1992 to 2007

District Manager, Field Operations

- Oversaw performance of nine terminal facilities, 110 commission agencies, 350 drivers, and 225 terminal employees in a 14-state area
- Recruited, selected, trained, and mentored managers and supervisors
- Developed initiatives to increase sales and reduce controllable expenses

Education

Cleveland State University, Cleveland, OH

Bachelor's Degree in Business Administration/Management and Labor Relations

- James J. Nance College of Business

Awards

- Named 2011 Regional Vice President of the year
- Nominated to the American Public Transportation Association (APTA) Leadership Program in 2012
- Active member of APTA and CALACT

Ben Schandle

Director, Regional Sales

Experience

MTM Transit, Lake St. Louis, MO, 2021 to Present

Director, Regional Sales

- Oversees sales opportunities for MTM Transit and ensures transit agencies consider MTM Transit for new business contracts in paratransit, fixed route, and transit technology solutions
- Takes lead in identifying, pursuing, and acquiring new business through competitive bidding opportunities and organic growth for MTM Transit
- Builds strong relationships potential clients and maintains quality relationships with current clients
- Develops comprehensive internal and external sales and marketing plan to drive new revenue for the business nationwide
- Analyzes and presents market trends and demand for existing product viability; spearheads strategy on all new business opportunities for MTM Transit
- Serves as subject matter expert and effectively delivers on value proposition

First Group, Cincinnati, OH, 2018 to 2021

National Business Development Manager

- Recruited, hired, trained, coached, and mentored various levels of staff, including: Business Development Manager, Consultants, and Routing Teams
- Developed and managed budgets and forecasting, as well as collaborated with Accounting on Accounts Payable and Receivable
- Pursued customer leads, directed on-site meetings with prospective customers, assisted in development of financial models, and approved and conducted all sales presentations
- Developed comprehensive internal and external sales and marketing plans to drive new revenue
- Presented organized, data-driven and responsive CRM reports to senior leadership weekly
- Analyzed market trends demand for existing product viability while collaborating with new product development
- Developed seven new product lines, consisting of: electric vehicles, vans, routing, transportation management, safety, maintenance, and consulting
- Engaged in process improvement; created and implemented FTS's Salesforce platform, including KPI metrics, ales reports, and tracking of all business opportunities

MTM | Transit

Ben Schandle

Director, Regional Sales

Experience *(continued)*

TNT Services, Columbus, OH, 2016 to 2018

Director of Business Development

- Hired and trained two account managers assigned to newly created territory
- Created regional budgets and conducted forecasting to achieve sales objectives
- Lead full sales cycle from initial customer engagement through operational fulfillment
- Collaborated with financial planning team to develop bid models for pricing of new business proposals and confirmed accuracy of assumptions, cost structure, and margins
- Acquired $5M in new business revenue while growing existing accounts by approximately 10%
- Established new, 5-state territory and oversaw all sales and marketing efforts
- Developed request for proposal response process to engage with new school bus transportation market
- Developed targeted sales and marketing plans for new business region while creating and launching superior product line to meet challenges and needs of the market
- Engaged in process improvement and worked with group of SMEs to develop new product that resulted in capture of 20% regional market share in year one for the on-site mobile washing product line

Ryder Systems, Inc., Cincinnati, OH, 2013 to 2016

Area Sales Manager

- Provided feedback to senior leadership on market trends, competitive threats, unmet needs, and opportunities to deliver greater value to customers by extending offerings
- Developed new "C" level customers through hunting activities, ensured prospective accounts were profitable, significant, and strategically aligned with company objectives
- Analyzed profitability of prospects, competitive influences, and inherent account risk
- Built strong partnerships and ensured 6 sales reports achieved total quota of $6M
- Engaged in the region conducting new business development, total cost of ownership analysis, team development, and select care truck maintenance program oversight
- Developed total cost of ownership model to penetrate self-operated transportation market

Dumont Aviation Group, New Castle, DE, 2010 to 2013

Director of Sales and Operations

B.J.V. Properties, Wilmington, DE, 2005 to 2013

Owner and President

Ben Schandle

Director, Regional Sales

Education

Xavier University, Cincinnati, OH

Bachelor of Science – Business Economics
Bachelor of Arts – Marketing

Additional Skills and Certifications

Professional Certifications

- Challenger Development Program
- MEDDIC
- APPICS Supply Chain
- ZOOMINFO – Sales, Marketing, and Operations

Professional Training

- Sales Training through Miller Heiman, Challenger, and Dale Carnegie

Professional Licenses

- Real-estate Licenses – Delaware, Kentucky

MTM | Transit

Kerri Mileski

Chief People Officer

Experience

Kerri is an expert in program development and implementation, executing award-winning creative solutions for developing and training staff members of all levels and positions with the objective of improving business outcomes.

MTM Transit, St. Louis, MO, 2012 to Present

Chief People Officer, *2018 to Present*

- Develops and executes human resource strategy in support of MTM Transit's overall business plan and strategic direction, specifically in the areas of succession planning, talent management, change management, organizational and performance management, training and development, benefits, wellness, and compensation
- Provides strategic and operational leadership by articulating human resource needs and plans to the Executive Management team, Advisory Board, and Board of Directors
- Shapes how MTM Transit embraces employees to achieve business results through a dynamic talent allocation strategy, hiring and promoting for a more inclusive workplace, and developing a strong company culture to improve those results
- Improves procedures for monitoring and enhancing employee engagement and culture to leverage as a core recruiting and employee retention tool
- Implements an end to end quarterly analytical feedback practice to make informed people decisions and improve business results
- Created and launched Future Leaders program to develop a bench of employees trained and prepared to assume leadership positions throughout the organization

Vice President of People and Culture, *2015 to 2018*

- Identified and implemented Workday as MTM Transit's new HRIS system to improve visibility into the company's workforce, engage employees through performance tracking, and improve user experience
- Established staffing strategies and implemented plans and programs to identify talent, both inside and outside the company, for positions of responsibility
- Designed progressive and proactive compensation and benefits programs to provide motivation, incentives, and rewards for effective performance
- Launched multiple programs aligned with our culture: Diversity & Inclusion, LearnIt employee development program, Internship Program, Mentoring Program, and Monthly Manager Meetings

MTM | Transit

Experience *(continued)*

- Used value stream mapping to optimize HR functions and improve efficiency of hiring process of contact center agents
- Reduced no-show rate by 50% and reduced 90-day attrition by 37%
- Developed and launched multiple award-winning training programs to provide support for five critical areas in the organization: Leadership, Logistics, Contact Center, Systems & Technology, and Facilities

Vice President of Administration, *2013 to 2015*

- Responsible for oversight and direction of Human Resources, Quality Management, and Corporate Training and Development functions of the organization
- Continually assessed competitiveness of all programs and practices against the relevant comparable companies, industries, and markets
- Implemented a Compliance Hotline as a reporting mechanism to facilitate and track reporting of unethical/improper conduct and provide a confidential way for employees, providers, members, and clients to present issues and concerns to the organization
- Replaced traditional health benefits offerings with a wellness model to focus on preventive and ongoing health improvements to bring a renewed focus and energy to health initiatives (MTM's annual total cost per covered employee reduced to 40% below benchmark industry average)

Manager, Corporate Training, *2012 to 2013*

- Developed corporate training programs and policies to ensure staff maintained a thorough knowledge and understanding of company policies/operating procedures
- Implemented company-wide Learning Management System to supplement compliance, leadership, technology, and competency training for development
- Designed and implemented first company-wide contact center training program with dedicated internal training delivery partners

Career Education Corporation, St. Louis, MO, 2009 to 2012

Director of Education, Missouri College, *2011 to 2012*

- Ensured academic programs produced the expected learning outcomes by coordinating and executing policy implementation, updates, and maintenance; and developing and delivering training modules and in-service sessions
- Aided the college in setting ongoing goals and initiatives for staff development, including ensuring all timelines and deliverables were met through coaching and support

Kerri Mileski

Chief People Officer

Experience *(continued)*

Director of Career Services, Le Cordon Bleu, *2009 to 2011*

- Developed and launched career placement program to provide training and resources for resume creation, job search best practices, interview and presentation skills, and professionalism
- Created and implemented a Career Services curriculum for multiple campus departments
- Achieved 98% or greater graduate placement rate throughout tenure

Education

American Intercontinental University, Hoffman Estates, IL

Master of Education

University of Missouri, Columbia, MO

Bachelor of Science, Food Science, and Human Nutrition

Washington University, St. Louis, MO

Women's Leadership Certificate
Advanced Management Certificate

Additional Information

- Presidents Council St. Louis, Leadership Council Member
- Missouri Interscholastic Cycling League, Board Member/Program Development Chair
- Author, On the Rise, Volume 2, St. Louis Business Journal Top 150 Leaders
- SHRM-SCP Certification, 2017
- Healthiest Employer, 2015
- Learning Elite Award Silver & Gold Recipient #51,#37, #14, 2017-2018
- Training Top 125 Award Recipient #91, #82, #44, #33, 2016-2019
- Stevie Awards Customer Service Training Team of the Year Gold & Silver, 2016-2018
- Stevie Awards Best New Training Program Gold, 2017
- Stevie Awards Sales Training Program, 2019
- Women in the Workplace Honoree, 2018
- Top Innovators for Diversity & Inclusion, 2017
- St. Louis Post Dispatch Top Workplaces, 2018
- American Heart Association Fit-Friendly Worksite Gold Achievement, 2014

MTM | Transit

Alaina Maciá

President and Chief Executive Officer (CEO)

Experience

Alaina is a visionary leader in the healthcare and transit industries, and she is passionate about reducing barriers to community and healthcare services through efficient transportation program design. Alaina is aligned with client goals and serves as an executive liaison for all contractual and operational matters. She is keenly aware that good structure and process delivers reliable and efficient services to all stakeholders, and she promotes this key tenet throughout MTM Transit.

MTM Transit, St. Louis, MO, 2009 to Present

President and CEO

- Oversees all operational, technological, and support departments
- Recruits high quality, industry-leading executives to work at MTM Transit, bringing successful practices with them
- Leads efforts to analyze and streamline current operational processes to enhance efficiency and scalability of operations
- Ensures MTM Transit meets contract deliverables by reviewing company-wide key performance indicators that drive the desired contract outcomes and requirements
- Focuses on delivering an enhanced rider experience by hiring the right people, ensuring reliable and efficient processes, and delivering accessible and efficient technology

Medical Transportation Management, Inc. (MTM), St. Louis, MO, 2003 to Present

President and CEO

- Oversaw MTM's growth from a $30 million company to an organization generating nearly $500 million in revenue annually, over 20% compounded annual growth rate
- Restructured organization personnel and physical locations to create higher efficiency and increase productivity, reducing the administrative cost of handling transportation services by over 50%
- Drives MTM to continually improve and generate significant savings, generally between 10 to 25% over previous costs
- Identifies technology strategy to enhance user experience through mobile ready application and portals driving more than 5% of interactions to the web, mobile application, or IVR application

Alaina Maciá

President and Chief Executive Officer (CEO)

Education

Olin School of Business, Washington University, St. Louis, MO

Master of Business Administration

- Emphasis in corporate strategy and finance
- Member of Delta Gamma Sigma (top 20% of class)

School of Engineering and Applied Science, Washington University, St. Louis, MO

Bachelor of Science in Biological Engineering, emphasis in Environmental Engineering

- Missouri Bright Flight and Academic Scholarship to Washington University

Additional Information

- Member of the Washington Institute for Public Health National Council
- Member of the YPO, a network of the world's most influential and innovative business leaders
- Sits on the St. Louis Regional Business Council, Co-Chairs the Workforce Development Committee
- St. Louis Business Journal Technology Executives of the Year List, 2018
- Mass Transit Magazine 40 Under 40 Award, 2014
- Ernst & Young Entrepreneur of the Year Award, 2014
- St. Louis Business Journal 40 Most Influential Business Women List, 2012
- St. Louis Business Journal 40 Under 40 Award, 2011
- St. Louis Business Journal 30 Under 30 Award, 2004

MTM | Transit

Attachment B

CERTIFICATE OF LIABILITY INSURANCE

9/30/2023

DATE (MM/DD/YYYY): 2/22/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Lockton Companies
Three City Place Drive, Suite 900
St. Louis MO 63141-7081
(314) 432-0500

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Old Republic Insurance Company	24147
INSURER B: The Standard Fire Insurance Company	19070
INSURER C: Gemini Insurance Company	10833
INSURER D: Ironshore Specialty Insurance Co	25445
INSURER E: Travelers Property Casualty Company of America	25674
INSURER F:	

INSURED
1429817 MTM Transit, LLC
16 Hawk Ridge Dr.
Lake St. Louis MO 63367

COVERAGES **CERTIFICATE NUMBER: 19357643** **REVISION NUMBER: XXXXXXX**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y	Y	MWZY 315840 22	9/30/2022	9/30/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 5,000,000 $ 100,000 $ 5,000 $ 5,000,000 $ 5,000,000 $ 5,000,000
A	AUTOMOBILE LIABILITY ANY AUTO X OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	Y	MWTB 315839 22	9/30/2022	9/30/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 5,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
C	UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $ 0	N	N	GVE100257403	9/30/2022	9/30/2023	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [N] N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N	UB-7T356978-22-51-K UB-7T356708-22-51-R	9/30/2022 9/30/2022	9/30/2023 9/30/2023	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Miscellaneous Professional Liability	N	N	PEO9980463-03	9/30/2022	9/30/2023	$3,000,000 Limit of Liability $3,000,000 Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Auto policy applies for passenger transport contracts where MTM Transit provides actual transport services. Miscellaneous Professional Liability: Claims made, Retro Date: 7/14/2010, $250,000 SIR applies per claim. Miscellaneous Professional Liability is not included under Excess Liability. RE: CITY OF MANTECA REQUEST FOR PROPOSAL (RFP) FOR TRANSIT OPERATIONS CONTRACT SERVICES. City of Manteca, its officers, officials, employees, agents, and volunteers are included as additional insureds if required by written contract with respect to General Liability and Automobile Liability per the terms and conditions of the policy. A waiver of subrogation applies in favor of City of Manteca, its officers, officials, employees, agents, and volunteers if required by written contract with respect to General Liability and Automobile Liability per the terms and conditions of the policy where permitted by state law.

CERTIFICATE HOLDER

19357643

City of Manteca
1001 W. Center Street
Manteca, CA 95337

CANCELLATION See Attachment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

DRAFT

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Loss Runs

MTM | Transit

General Liability

Policy Year Inception	Policy Year Expiration	Carrier	Total claims	Open Claims	Paid Loss	Paid Expense	Reserve Loss	Reserve Expense	Recovery	Total incurred	Valuation Date
09/30/22	09/30/23	Old Republic	0	0	0	0	0	0	0	$0	01/31/23
09/30/21	09/30/22	Old Republic	0	0	0	0	0	0	0	$0	01/31/23
09/30/20	09/30/21	Old Republic	0	0	0	0	0	0	0	$0	01/31/23
09/30/19	09/30/20	National Interstate Ins. Co.	0	0	$0	$0	$0	$0	$0	$0	02/06/23
09/30/18	09/30/19	National Interstate Ins. Co.	0	0	$0	$0	$0	$0	$0	$0	02/06/23
		Totals	**0**	**0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	

Auto Liability

Policy Year Inception	Policy Year Expiration	Carrier	Total claims	Open Claims	Paid Loss	Paid Expense	Reserve Loss	Reserve Expense	Recovery	Total incurred	Valuation Date
09/30/22	09/30/23	Old Republic	22	12	$32,785	$2,232	$145,557	$1,632	$0	$182,206	01/31/23
09/30/21	09/30/22	Old Republic	77	11	$500,904	$19,008	$1,135,258	$1,623	-$26,451	$1,630,341	01/31/23
09/30/20	09/30/21	Old Republic	54	1	$659,208	$45,805	$765,000	$56,596	-$35,728	$1,490,881	01/31/23
09/30/19	09/30/20	*National Interstate Ins. Co.	88	1	$229,918	$54,542	$200,000	$1	-$4,657	$479,804	02/06/23
09/30/18	09/30/19	*National Interstate Ins. Co.	110	0	$870,398	$115,092	$0	$0	-$1,293	$984,197	02/06/23
		Totals	**351**	**25**	**$2,293,213**	**$236,678**	**$2,245,815**	**$59,852**	**-$68,129**	**$4,767,429**	

Workers' Compensation

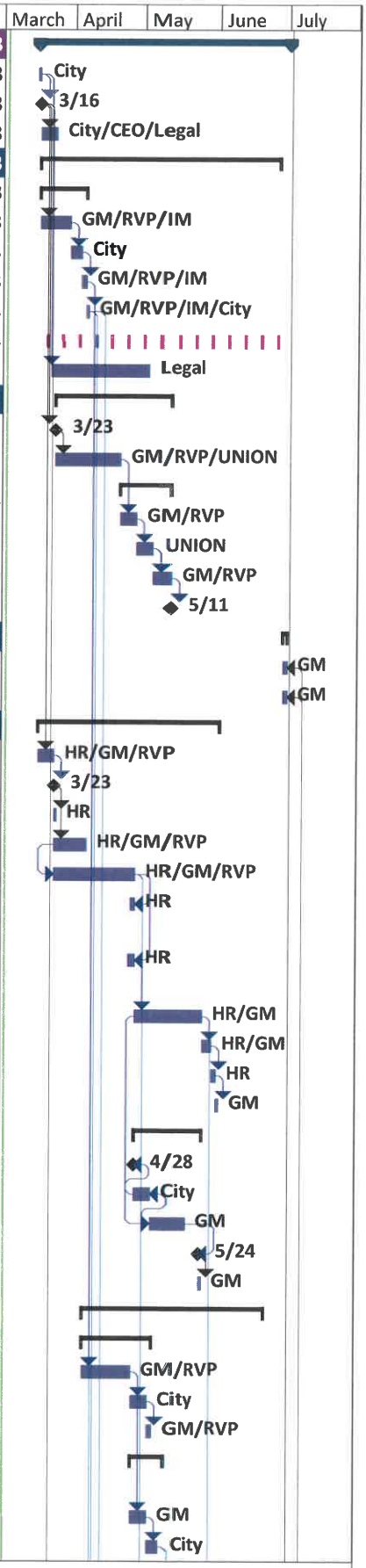
Policy Year Inception	Policy Year Expiration	Carrier	Total claims	Open Claims	Paid Loss	Paid Expense	Reserve Loss	Reserve Expense	Recovery	Total incurred	Valuation Date
09/30/22	09/30/23	Travelers	11	10	$23,803	$1,463	$57,823	$19,260	$0	$102,349	01/31/23
09/30/21	09/30/22	Starr Specialty	55	7	$492,706	$89,978	$45,387	$9,718		$637,789	01/31/23
09/30/20	09/30/21	Starr Specialty	57	8	$328,245	$94,278	$19,737	$9,159	-$24,380	$427,040	01/31/23
09/30/19	09/30/20	The Hartford	86	1	$586,067	$170,346	$12,088	$2,004	$0	$770,505	02/15/23
09/30/18	09/30/19	The Hartford	94	1	$851,187	$204,619	$63,172	$2,162	$0	$1,121,140	02/15/23
		Totals	**303**	**27**	**$2,282,008**	**$560,684**	**$198,208**	**$42,303**	**-$24,380**	**$3,058,823**	

Professional Liability

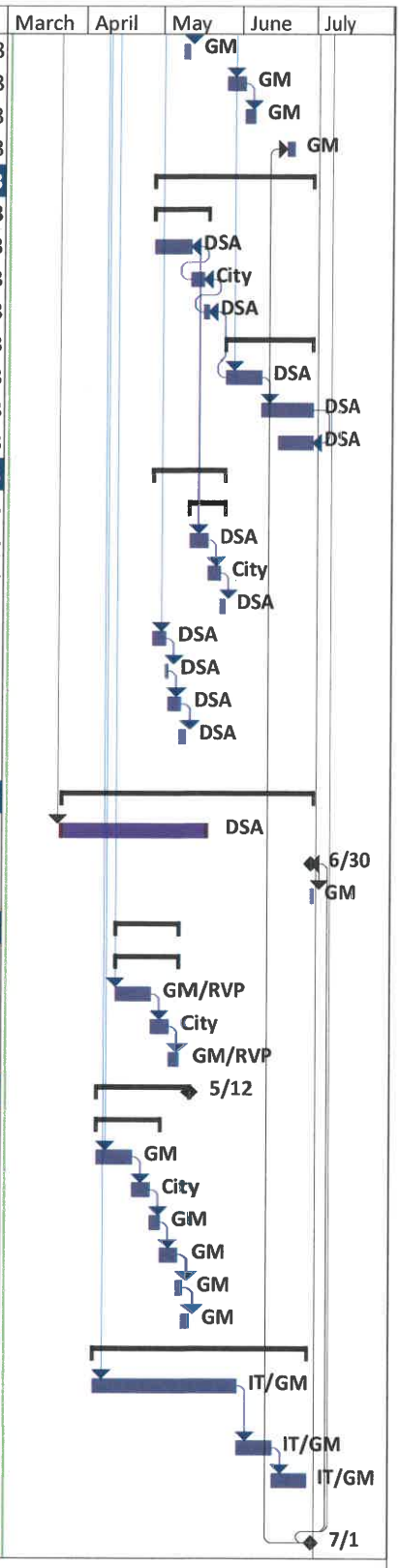
Policy Year Inception	Policy Year Expiration	Carrier	Total claims	Open Claims	Paid Loss	Paid Expense	Reserve Loss	Reserve Expense	Recovery	Total incurred	Valuation Date
09/30/22	09/30/23	PEO900463-03	0	0	$0	$0	$0	$0	$0	$0	02/02/23
09/30/21	09/30/22	PEO900463-02	13	8	$0	$8,029	$0	$0	$0	$8,029	02/02/23
09/30/20	09/30/21	PEO900463-01	3	1	$0	$0	$0	$0	$0	$0	02/02/23
09/30/19	09/30/20	Ironshore	0	0	$0	$0	$0	$0	$0	$0	02/02/23
09/30/18	09/30/19	Ironshore	0	0	$0	$0	$0	$0	$0	$0	02/02/23
		Totals	**16**	**9**	**$0**	**$8,029**	**$0**	**$0**	**$0**	**$0**	

Attachment C

ID	Task Name	Duration	Start	Finish
1	MANTECA IMPLEMENTATION PLAN	77 days	Thu 3/16/23	Sat 7/1/23
2	Notice of Award	1 day	Thu 3/16/23	Thu 3/16/23
3	Staff recommendation	0 days	Thu 3/16/23	Thu 3/16/23
4	Contract execution	5 days	Fri 3/17/23	Thu 3/23/23
5	PROJECT MANAGEMENT	72 days	Fri 3/17/23	Mon 6/26/23
6	**Develop work plan**	**14 days**	**Fri 3/17/23**	**Wed 4/5/23**
7	Draft and submit to client	9 days	Fri 3/17/23	Wed 3/29/23
8	Review/approve work plan	3 days	Thu 3/30/23	Mon 4/3/23
9	Finalize work plan and commence wor	2 days	Tue 4/4/23	Wed 4/5/23
10	Conduct kickoff meeting	1 day	Thu 4/6/23	Thu 4/6/23
11	**Conduct weekly status meetings**	**71 days**	**Mon 3/20/23**	**Mon 6/26/23**
27	Obtain permits and licenses	30 days	Wed 3/22/23	Tue 5/2/23
28	COLLECTIVE BARGAINING	35 days	Thu 3/23/23	Thu 5/11/23
29	Initial meeting	0 days	Thu 3/23/23	Thu 3/23/23
30	Negotiation meetings	20 days	Fri 3/24/23	Thu 4/20/23
31	**Union Agreement**	**15 days**	**Fri 4/21/23**	**Thu 5/11/23**
32	Draft and send to union	5 days	Fri 4/21/23	Thu 4/27/23
33	Review	5 days	Fri 4/28/23	Thu 5/4/23
34	Modify	5 days	Fri 5/5/23	Thu 5/11/23
35	Meeting to vote and approve	0 days	Thu 5/11/23	Thu 5/11/23
36	FACILITY	2 days	Thu 6/29/23	Sat 7/1/23
37	Move in	2 days	Thu 6/29/23	Sat 7/1/23
38	Prepare yard	2 days	Thu 6/29/23	Sat 7/1/23
39	STAFFING	55 days	Fri 3/17/23	Thu 6/1/23
40	Reach out to incumbent staff	5 days	Fri 3/17/23	Thu 3/23/23
41	Place employment ads	0 days	Thu 3/23/23	Thu 3/23/23
42	Prepare and print application materials	1 day	Fri 3/24/23	Fri 3/24/23
43	Review resumes	10 days	Fri 3/24/23	Thu 4/6/23
44	Interview	25 days	Fri 3/24/23	Thu 4/27/23
45	Conduct drug screening and physical testing	2 days	Wed 4/26/23	Thu 4/27/23
46	Conduct background checks, work history, criminal records check	3 days	Tue 4/25/23	Thu 4/27/23
47	Hire employees	20 days	Fri 4/28/23	Thu 5/25/23
48	Establish personnel records	2 days	Fri 5/26/23	Mon 5/29/23
49	Enter employee data in HR System	2 days	Tue 5/30/23	Wed 5/31/23
50	Post EEOC, minimum wage, etc.	1 day	Thu 6/1/23	Thu 6/1/23
51	**Uniforms**	**20 days**	**Fri 4/28/23**	**Thu 5/25/23**
52	Present Proposed Uniform to City	0 days	Fri 4/28/23	Fri 4/28/23
53	Review/approve	5 days	Fri 4/28/23	Fri 5/5/23
54	Order uniforms	10 days	Fri 5/5/23	Thu 5/18/23
55	Receive uniforms	0 days	Wed 5/24/23	Wed 5/24/23
56	Distribute uniforms	1 day	Thu 5/25/23	Thu 5/25/23
57	OPERATIONS	55 days	Thu 4/6/23	Wed 6/21/23
58	**Develop Policy and Procedure Manual**	**22 days**	**Thu 4/6/23**	**Fri 5/5/23**
59	Draft and submit to client	15 days	Thu 4/6/23	Wed 4/26/23
60	Review/approve	5 days	Thu 4/27/23	Wed 5/3/23
61	Finalize manual	2 days	Thu 5/4/23	Fri 5/5/23
62	**Develop Record Keeping and Reporting Program Plan**	**10 days**	**Thu 4/27/23**	**Wed 5/10/23**
63	Draft and submit to client	5 days	Thu 4/27/23	Wed 5/3/23
64	Review/approve	3 days	Thu 5/4/23	Mon 5/8/23



ID	Task Name	Duration	Start	Finish
65	Finalize plans	2 days	Tue 5/9/23	Wed 5/10/23
66	Conduct and finalize driver shifts	5 days	Fri 5/26/23	Thu 6/1/23
67	Establish seniority list	2 days	Fri 6/2/23	Mon 6/5/23
68	Create staff schedules	3 days	Mon 6/19/23	Wed 6/21/23
69	TRAINING	45 days	Fri 4/28/23	Thu 6/29/23
70	**Develop training plan**	**15 days**	**Fri 4/28/23**	**Fri 5/19/23**
71	Draft and submit to client	10 days	Fri 4/28/23	Fri 5/12/23
72	Review/approve	3 days	Fri 5/12/23	Wed 5/17/23
73	Finalize plan	2 days	Wed 5/17/23	Fri 5/19/23
74	**Driver training**	**25 days**	**Fri 5/26/23**	**Thu 6/29/23**
75	Classroom training	10 days	Fri 5/26/23	Thu 6/8/23
76	On the Road training	15 days	Fri 6/9/23	Thu 6/29/23
77	General Employee Training	10 days	Fri 6/16/23	Thu 6/29/23
78	SAFETY	20 days	Fri 4/28/23	Thu 5/25/23
79	**Develop Safety Program**	**10 days**	**Fri 5/12/23**	**Thu 5/25/23**
80	Draft and submit to client	5 days	Fri 5/12/23	Thu 5/18/23
81	Review/approve	3 days	Fri 5/19/23	Tue 5/23/23
82	Finalize plans	2 days	Wed 5/24/23	Thu 5/25/23
83	Develop accident packets	3 days	Fri 4/28/23	Tue 5/2/23
84	Post safety materials and procedures	1 day	Wed 5/3/23	Wed 5/3/23
85	Establish safety award program	3 days	Thu 5/4/23	Mon 5/8/23
86	Establish relations with local fire and police depts	2 days	Tue 5/9/23	Wed 5/10/23
87	FLEET	71 days	Fri 3/24/23	Fri 6/30/23
88	Order/Procure non-revenue vehicles	40 days	Fri 3/24/23	Thu 5/18/23
89	Receive revenue vehicles	0 days	Fri 6/30/23	Fri 6/30/23
90	Prepare revenue vehicles for service	1 day	Fri 6/30/23	Fri 6/30/23
91	QUALITY ASSURANCE	17 days	Fri 4/14/23	Mon 5/8/23
92	**Develop Quality Assurance Plan**	**17 days**	**Fri 4/14/23**	**Mon 5/8/23**
93	Draft and submit to client	10 days	Fri 4/14/23	Thu 4/27/23
94	Review/approve	5 days	Fri 4/28/23	Thu 5/4/23
95	Finalize plan	2 days	Fri 5/5/23	Mon 5/8/23
96	MAINTENANCE PLAN	26 days	Fri 4/7/23	Fri 5/12/23
97	**Develop Preventative Maintenance Plar**	**17 days**	**Fri 4/7/23**	**Mon 5/1/23**
98	Draft and submit to client	10 days	Fri 4/7/23	Thu 4/20/23
99	Review/approve	5 days	Fri 4/21/23	Thu 4/27/23
100	Finalize plan	2 days	Fri 4/28/23	Mon 5/1/23
101	Customize all manuals	5 days	Tue 5/2/23	Mon 5/8/23
102	Establish servicing/PMI schedule	2 days	Tue 5/9/23	Wed 5/10/23
103	Establish cleaning schedule	2 days	Thu 5/11/23	Fri 5/12/23
104	INFORMATION TECHNOLOGY	60 days	Thu 4/6/23	Wed 6/28/23
105	Install and test Reveal, AssetWorks, Trackit systems	40 days	Thu 4/6/23	Wed 5/31/23
106	Develop IT policies/procedures	10 days	Thu 6/1/23	Wed 6/14/23
107	Update and document disaster recovery plan	10 days	Thu 6/15/23	Wed 6/28/23
108	TRANSPORTATION SERVICES BEGIN	0 days	Sat 7/1/23	Sat 7/1/23



Attachment D

GENERAL TEAMSTERS LOCAL No. 439

(San Joaquin, Calaveras, Tuolumne, Amador and Alpine Counties)
Affiliated with the International Brotherhood of Teamsters

Sal Lomeli
Principal Officer

Kenny Gonzales
President

Carroll Thompson
Vice President

Rafael Cholula
Recording Secretary

David Balzadua
Trustee

Jose Becerra
Trustee

Brian Sloan
Trustee

February 14, 2023

MTM
Scott Transue
Regional Vice President

To whom this may concern

I am writing as a union representative for Teamsters Local 439. Teamsters Local 439, based in Stockton and representing employee throughout San Joaquin County represents several bargaining units of bus drivers working for contractors operating municipal transit systems. In that capacity, we represent drivers that work for MTM Transit in operating Tracy's TRACER Bus system. We have had positive experiences dealing with MTM Transit and have not had any large disputes that could not be resolved. We support consideration of MTM for the contract for the City of Manteca.

Sincerely,
Deekay Lee
Business Representative

www.teamsters439.com
1531 E Fremont St. • Stockton, CA 95201 • (209) 948-9592 • Fax (209) 948-3424

ATTACHMENT 3

SCHEDULE OF CHARGES SET FORTH IN CONTRACTOR'S BAFO

	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	July 1, 2026 - June 30, 2027 (Extension)	July 1, 2027 - June 30, 2028 (Extension)
Fixed Monthly Cost	93,713.41	95,500.79	97,898.33	111,173.73	114,364.97
Rate Per Revenue Hour**	58.07	59.61	61.41	54.32	55.70
TOTAL PRICE	2,251,073.84	2,302,458.02	2,366,098.61	3,167,332.07	3,252,402.30

**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	July 1, 2023 - June 30, 2024	July 1, 2024 - June 30, 2025
Fixed Route Vehicle Hours	15,000 +/- 15%	15,000 +/- 15%	15,000 +/- 15%	25,000 +/- 15%	25,000 +/- 15%
Paratransit Vehicle Hours	4,400 +/- 15%	4,400 +/- 15%	4,400 +/- 15%	8,750 +/- 15%	8,750 +/- 15%

*Actual hours may vary based on implementation of Short Range Transit Plan

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		Year 4 (Extension) July 1, 2026 - June 30, 2027		Year 5 (Extension) July 1, 2027 - June 30, 2028	
	Fixed	Variable	Fixed	Variable	Fixed	Variable	Fixed	Variable	Fixed	Variable
A. Salaries and Wages										
1. Management	300,000.00		309,000.00		318,270.00		327,818.10		337,652.64	
2. Supervisors/Dispatchers	175,240.00		180,497.20		185,912.12		298,314.47		307,263.91	
3. Support Staff	0.00		0.00		0.00		0.00		0.00	
4. Maintenance Staff	46,800.00		48,204.00		49,650.12		51,139.62		52,673.81	
5. Drivers		647,176.19		664,729.09		680,804.36		1,066,878.47		1,101,986.96
6. Drivers: Training and Non-Revenue		75,332.79		76,280.50		80,326.03		133,935.65		139,558.71
B. Payroll Taxes and Fringe Benefits										
1. Management	56,666.00		59,566.10		62,651.78		65,936.50		69,434.75	
2. Supervisors/Dispatchers	39,405.19		41,572.01		43,886.03		75,351.08		79,704.61	
3. Support Staff	0.00		0.00		0.00		0.00		0.00	
4. Maintenance Staff	13,459.20		14,234.77		15,064.20		15,951.56		16,901.24	
5. Workers Compensation: Staff	14,984.00		15,208.76		15,440.26		19,424.71		19,670.31	
6. Workers Compensation: Drivers	55,734.77		56,073.17		56,473.04		79,778.41		81,576.55	
7. Drivers		120,712.47		124,073.53		127,395.78		194,707.14		203,030.03
8. Drivers: Training and Non-Revenue		9,667.16		9,969.98		10,692.73		19,516.58		20,683.44
C. Facility Expense										
1. Rent	0.00		0.00		0.00		0.00		0.00	
2. Utilities	0.00		0.00		0.00		0.00		0.00	
3. Phone	0.00		0.00		0.00		0.00		0.00	
4. Facility Maintenance	0.00		0.00		0.00		0.00		0.00	
D. Office Expenses										
1. Office equipment lease/amortization	0.00		0.00		0.00		0.00		0.00	
2. Office Supplies	3,840.00		3,897.60		3,956.06		4,015.40		4,075.64	
3. Printing/copying	0.00		0.00		0.00		0.00		0.00	
E. Insurance Expense										
1. General Liability	2,500.00		2,537.50		2,575.56		2,614.20		2,653.41	
2. Vehicle Liability	66,000.00		66,990.00		67,994.85		69,014.77		70,049.99	
3. Performance Bond	0.00		0.00		0.00		0.00		0.00	
4. Licenses	0.00		0.00		0.00		0.00		0.00	
F. Maintenance Expense										
1. Parts		24,070.98		25,933.48		27,839.19		33,648.42		31,054.24
2. Tires		17,193.56		18,523.91		19,885.14		24,034.58		22,181.60
3. Supplies and Materials		84,773.60		88,128.82		91,581.72		118,135.61		113,573.22
G. Vehicle Cleaning Expense										
1. Vehicle cleaning expense		24,000.00		24,360.00		24,725.40		43,385.43		44,036.21
H. Equipment Purchase/Depreciation										
1. Vehicles	15,000.00		15,000.00		15,000.00		15,000.00		15,000.00	
2. Maintenance Equipment	0.00		0.00		0.00		0.00		0.00	
3. Office Equipment	4,419.00		4,459.79		4,500.57		4,541.36		4,582.14	
I. Miscellaneous Expense										
1. Employee miscellaneous	0.00	4,870.28	0.00	8,365.92	0.00	8,491.41	0.00	14,899.79	0.00	15,123.29
2. Maintenance miscellaneous		0.00		0.00		0.00		0.00		0.00
3. Other miscellaneous	145,581.20	432.00	147,314.92	438.48	149,074.64	445.06	171,776.08	780.94	173,902.72	792.65
J. Startup Expense										
1. (include detail in proposal write-up)	66,852.69	0.00	66,852.69	0.00	66,852.69	0.00	0.00	0.00	0.00	0.00

K. Profit and Overhead										
1. Overhead	73,096.46	73,223.34	68,760.57	69,386.91	70,486.80	71,479.12	80,045.08	109,994.84	82,342.78	112,801.36
2. Profit	44,982.44	45,060.52	45,840.38	46,257.94	46,991.20	47,652.75	53,363.39	73,329.89	54,895.19	75,200.90
Total Fixed Cost	1,124,560.95		1,146,009.46		1,174,779.92		1,334,084.73		1,372,379.69	
Total Variable Cost		58.07		59.61		61.41		54.32		55.70
TOTAL PROJECT COST	2,251,073.84		2,302,458.02		2,366,098.61		3,167,332.07		3,252,402.30	

Item #	Item Description	Proposed Start-up Cost
1	Office Supplies	$2,500.00
2	Operator Uniforms	$3,937.50
3	Relocation Costs	$10,000.00
4	Training Costs	$2,810.00
5	Wage/benefit Costs	$83,084.78
6	Insurance	$2,322.37
7	Inventory set-up costs	$50,327.00
8	Leasehold improvements	$0.00
9	Corporate support/profit	$30,000.00
10	Recruitment Expenses	$6,200.42
11	Recruitment Bonuses	$0.00
12	Outside trainer lodging/travel	$4,576.00
13	Storm Water Pollution Prevention Plan and Spill Preven	$4,800.00
14		
15	Other Miscellaneous Expenses (describe below)	
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
TOTAL:		$200,558.07

	Year 1 7/1/2023 - 6/30/2024		Year 2 7/1/2024 - 6/30/2025		Year 3 7/1/2025 - 6/30/2026		Year 4 7/1/2026 - 6/30/2027		Year 5 7/1/2027 - 6/30/2028	
Job Classifications	FTE	Scale	FTE	Scale	FTE	Scale	FTE	Scale	FTE	Scale
Drivers	2.00	$22.00	2.63	$22.66	2.77	$23.34	12.25	$24.04	7.35	$24.76
Drivers	0.68	$22.40	1.00	$23.07	1.31	$23.76	1.39	$24.48	6.12	$25.21
Drivers	1.32	$23.01	0.51	$23.70	0.75	$24.41	0.99	$25.14	1.04	$25.90
Drivers	0.96	$23.86	1.06	$24.58	0.41	$25.31	0.60	$26.07	0.79	$26.85
Drivers	1.77	$24.95	0.77	$25.70	0.84	$26.47	0.33	$27.26	0.48	$28.08
Drivers	6.27	$26.34	7.04	$27.13	6.91	$27.94	7.07	$28.78	3.86	$29.65
Dispatchers/Supervisors	3.00	$24.17	3.00	$24.89	3.00	$25.64	5.00	$26.41	5.00	$27.20
General Manager	1.00	$120,000.00	1.00	$123,600.00	1.00	$127,308.00	1.00	$131,127.24	1.00	$135,061.06
Office/Clerical Staff	2.00	$90,000.00	2.00	$92,700.00	2.00	$95,481.00	2.00	$98,345.43	2.00	$101,295.79
Trainers										
Utility Staff	1.00	$22.50	1.00	$23.18	1.00	$23.87	1.00	$24.59	1.00	$25.32
Off-Site Personnel*										
Total FTEs	20.00		20.00		20.00		31.62		28.63	

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 see ***Section 8. Employee Work Rules and Benefits Package*** in the technical response.

*Please explain and justify any off-site personnel included in the price proposal.

	Year 1 7/1/2023 - 6/30/2024		Year 2 7/1/2024 - 6/30/2025		Year 3 7/1/2025 - 6/30/2026		Year 4 7/1/2026 - 6/30/2027		Year 5 7/1/2027 - 6/30/2028	
Job Classifications	FTE	Scale	FTE	Scale	FTE	Scale	FTE	Scale	FTE	Scale
Drivers										
Drivers										
Drivers										
Drivers										
Drivers										
Dispatchers/Supervisors	1.00	$23.50	1.00	$24.21	1.00	$24.93	1.00	$25.68	1.00	$26.45
General Manager										
Office/Clerical Staff										
Trainers										
Utility Staff										
Off-Site Personnel*										
Total FTEs	1.00		1.00		1.00		1.00		1.00	

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 see ***Section 8. Employee Work Rules and Benefits Package*** in the technical response.

*Please explain and justify any off-site personnel included in the price proposal.

CERTIFICATE OF LIABILITY INSURANCE

9/30/2023

DATE (MM/DD/YYYY)
4/19/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1429817 MTM Transit, LLC 16 Hawk Ridge Dr. Lake St. Louis MO 63367	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Old Republic Insurance Company — 24147 INSURER B : The Standard Fire Insurance Company — 19070 INSURER C : Gemini Insurance Company — 10833 INSURER D : Ironshore Specialty Insurance Co — 25445 INSURER E : Travelers Property Casualty Company of America — 25674 INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 19472647 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y	Y	MWZY 315840 22	9/30/2022	9/30/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 5,000,000 $ 100,000 $ 5,000 $ 5,000,000 $ 5,000,000 $ 5,000,000 $
A	AUTOMOBILE LIABILITY ANY AUTO [X] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	MWTB 315839 22	9/30/2022	9/30/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 5,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
C	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $ $0	N	N	GVE100257403	9/30/2022	9/30/2023	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $ XXXXXXX
B E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	N	UB-7T356978-22-51-K UB-7T356708-22-51-R	9/30/2022 9/30/2022	9/30/2023 9/30/2023	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Miscellaneous Professional Liability	N	N	PEO900463-03	9/30/2022	9/30/2023	$5,000,000 Limit of Liability $5,000,000 Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Auto policy applies for passenger transport contracts where MTM Transit provides actual transport services. Miscellaneous Professional Liability: Claims made. Retro Date: 7/14/2010; $250,000 SIR applies per claim. Miscellaneous Professional Liability is not included under Excess Liability. RE: Manteca Transit Operations Contract Services RFP. See Page 2.

CERTIFICATE HOLDER

19472647
City of Manteca
1001 West Center Street
Manteca, CA 95337

CANCELLATION See Attachment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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City of Manteca, its elected and appointed officers, officials, employees, agents and volunteers are included as additional insureds on a Primary and Non-contributory basis if required by written contract with respect to General Liability and Automobile Liability per the terms and conditions of the policy. A waiver of subrogation applies in favor of the additional insureds if required by written contract with respect to General Liability and Automobile Liability per the terms and conditions of the policy where permitted by state law. A 30-day notice of cancellation is included if required by written contract with respect to General Liability per the terms and conditions of the policy.

LOCKTON

City of Manteca
1001 West Center Street
Manteca, CA 95337

To whom it may concern:

In our continuing effort to provide timely certificate delivery, Lockton Companies is transitioning to paperless delivery of Certificates of Insurance.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing Certificate ID **19472647.**

- Email: STL-edelivery@lockton.com
- Phone: (866) 728-5657 (toll-free)

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

In the event your mailing address has changed, will change in the future, or you no longer require this certificate, please let us know using one of the methods above.

The above inbox is for providing e-Delivery email addresses for next year's renewal certificates ONLY. Your information will be input within 90 days.

Thank you for your cooperation and willingness in reducing our environmental footprint.

Lockton Companies

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
All Person(s) or Organization(s) as required by Contract or Agreement	The Location(s) as specified in the Written Contracts or Agreements
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
All Person(s) or Organization(s) as required by Contract or Agreement	The Locations as specified in the Written Contracts or Agreements
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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