



**SAN LEANDRO TRANSPORTATION MANAGEMENT ORGANIZATION**  
**REQUEST FOR PROPOSALS**  
**FOR A CONTRACTOR TO OPERATE LINKS**  
**AN EMPLOYEE COMMUTER SHUTTLE SERVICE**



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SUBMITTAL DEADLINE: October 15, 2018

## **RFP SUMMARY**

<b>DATE:</b> September 14, 2018
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**PROJECT TITLE:** CONTRACTOR TO OPERATE LINKS—  
AN EMPLOYEE COMMUTER SHUTTLE SERVICE

**DESCRIPTION OF PROJECT:** The San Leandro Transportation Management Organization (SLTMO) is seeking proposals from transportation providers to provide transportation services within the City of San Leandro. The selected firm will enter into an agreement to provide said service.

**DEPARTMENT REQUESTING:** San Leandro Transportation Management Organization c/o  
City of San Leandro, Office of Business Development

**RFP ISSUED:** September 14, 2018

**SUBMITTAL DEADLINE:** October 15, 2018 by 3:00 PM (see Section VI of the RFP for  
Submittal Requirements)

**DELIVER SUBMITTAL TO:** SLTMO  
City of San Leandro, Office of Business Development  
Community Development Department  
835 East 14th Street  
San Leandro, California 94577

**SLTMO CONTACT:** Mike Oliver, Executive Director  
San Leandro Transportation Management Organization  
510-915-4376 or [moliver@solutions-MRG.com](mailto:moliver@solutions-MRG.com)

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## I. INTRODUCTION

The San Leandro Transportation Management Organization (SLTMO) is requesting proposals from transportation providers to provide transportation services within the City of San Leandro. Respondents are required have adequate vehicles and facilities for vehicle storage and maintenance, administrative offices, and personnel to operate the required shuttle service and meet performance standards.

## II. BACKGROUND

In 2000, the City of San Leandro, in conjunction with the San Leandro Chamber of Commerce, hired Nelson\Nygaard Consulting Associates to evaluate the feasibility of implementing a commuter shuttle service connecting west San Leandro employment sites with the San Leandro BART station. Later that same year, Nelson\Nygaard was asked by the City to complete a similar study for central San Leandro. Based on the results of those two studies, Nelson\Nygaard recommended that the City, or another party, establish an employee commuter shuttle service which could effectively serve both areas. Since 2001, the San Leandro Transportation Management Organization has contracted with a transportation provider for operation of the LINKS Shuttle which provides transportation services between BART and the West San Leandro industrial area mornings and afternoons on a 20 minute schedule. The service is provided utilizing four shuttles, two each on two separate north and south loops. The shuttles are branded (wrapped) and equipped with Nextbus mobile digital route indicators and automatic passenger count equipment.

## III. SCOPE OF SERVICES

SLTMO is interested in hiring a contractor to: 1) provide and maintain shuttle vehicles and 2) operate the shuttle service. See service description on page 4 and route map on page 4. Additional information is available at [sanleandrolinks.com](http://sanleandrolinks.com).

### A. Route & Service

Service is provided every twenty (20) minutes, Monday through Friday from approximately 5:45 AM to 9:45 AM and again from 3:00 PM to 7:00 PM. The departures on the north and south loops from BART occur every 20 minutes, thus providing a net 20 minute frequency along the loop route. Based on current operations the schedule requires four (4) vehicles in service throughout the operating hours.

The North and South shuttle loop services originate from and return to the San Leandro BART Station on San Leandro Boulevard in one-way clockwise loops (see map on the next page). Mileage around the North loop is approximately 4.9 miles and 6.6 miles on the South Loop

Two (2) shuttle buses assigned to each loop are required to provide service every 20 minutes on an hour per day service schedule. This equals approximately 32 hours of service per day. **Contractors should prepare a Base Bid Hourly Rate and assuming a maximum of 32 hours of service per day when calculating an annual not-to-exceed amount.** One back-up bus also is required to be available as a spare in the event of a breakdown of the regularly assigned shuttle vehicle. Any costs associated with the back-up bus will be identified in the hourly rate.



**NEXT BUS**  
www.nextbus.com

NextBus uses GPS technology to pinpoint your bus and tell you how soon it will arrive at your stop.

**NEXTBUS EMPOWERS YOU TO:**

- Find real-time arrival predictions for nearby stops instantly
- Find stops and vehicles on a map
- Get walking directions
- Save favorites and set alerts for your favorite stops and times

**YOU CAN ACCESS NEXTBUS SEVERAL WAYS:**

**MOBILE WEB**

Download the Nextbus app or go to [www.nextbus.com](http://www.nextbus.com). Your smartphone or mobile device will automatically find the nearest stop if GPS is enabled; otherwise click "menu" to enter your stop number. You'll see the next arrival time.

**ONLINE**

Go to [nextbus.com](http://nextbus.com). Nextbus will automatically determine your location to find your nearest stop. Enter your bus stop number or select your route, direction and cross street from the drop down menu. You'll see the next arrival time.

**TEXT**

Text "SLINKS" and your stop number to 41411. (Leave space between "SLINKS" and stop number.) Nextbus will text you back with the next arrival time. Note: Message and data rates may apply based upon your plan with your cell carrier.

**FINDING YOUR STOP NUMBER**

- For Links, your bus stop number and Nextbus stop number are the same.
- New signs with Nextbus stop numbers and information are also being installed at all LINKS bus stops.

**TWO ROUTES:**  
*(7 AM - 8 PM on San Leandro, Alvarado, and Industrial / 9 AM - 8 PM on Alvarado)*

**BLUE = NORTH + GREEN = SOUTH**

**NORTH LOOP**

EVERY 20 MINUTES

**SOUTH LOOP**

EVERY 20 MINUTES

**MONDAY - FRIDAY**  
*(except National Holidays)*

**MORNINGS: 5:45AM - 9:45AM**  
*(last morning bus leaves RAFF at 9:45 AM)*

**EVENINGS: 3:00PM - 7:00PM**  
*(last evening bus leaves RAFF at 7:00 PM)*



**WWW.SANLEANDROLINKS.COM**



san leandro  
**LINKS**

**FREE SHUTTLE**

**WWW.SANLEANDROLINKS.COM**



# SHUTTLE ROUTE MAP

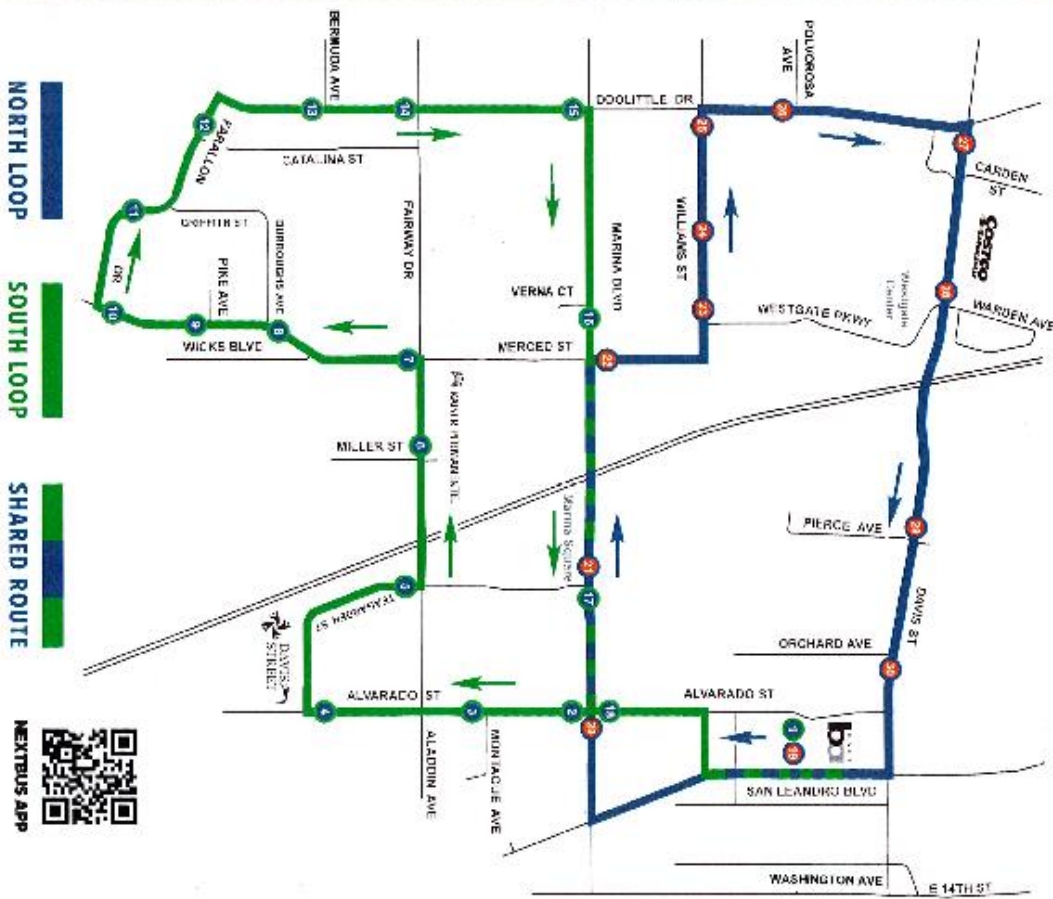
## SHUTTLE STOPS

### NORTH LOOP

- 1 FIRST STOP - BART
- 2 MARINA P. ALVARADO
- 3 MARINA S. TEKAMENEN
- 4 HERGEN S. MARINA
- 5 WILLIAMS S. WESTGATE
- 6 WILLIAMS S. WESTGATE
- 7 WILLIAMS S. WESTGATE
- 8 WILLIAMS S. WESTGATE
- 9 DOOLITTLE DR. POLYOROSA
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### SOUTH LOOP

- 1 FIRST STOP - BART
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NORTH LOOP

SOUTH LOOP

SHARED ROUTE

NEXTBUS APP



## **B. Holiday Schedule**

The LINKS Shuttle does not operate on the following days: New Year's Day, Fourth of July (Independence Day), Thanksgiving Day, and Christmas Day. If the holiday falls on Saturday, LINKS does not operate on the Friday before. If the holiday falls on Sunday, Links does not operate the Monday after. The shuttle follows the normal operating schedule on Christmas Eve and New Year's Eve.

## **IV. CONTRACTOR RESPONSIBILITIES:**

### **A. Operations**

- Providing bus drivers
- Training drivers to operate in accordance with LINKS Operating Procedures. The Operating Procedures will periodically be updated as determined by the SLTMO (Copy attached)
- Providing dispatchers (if appropriate)
- Conducting vehicle inspections ("walk-around") prior to the start of service each day
- Ensuring accurate assignment of operators and dispatchers to work shifts
- Monitoring shuttle operations, route and schedule adherence, and provide on-street supervision
- Providing bus driver training and implementation of safety programs.
- Maintaining records regarding all transportation functions, including maintenance of work records
- Maintaining records regarding all accidents and passenger injuries
- Maintaining daily ridership records for all services
- Preparing a monthly report documenting revenue hours, miles, and ridership
- Contract manager must be available for meetings with SLTMO if requested
- Answering customer service calls and documenting all compliments and complaints
- Reporting driver and vehicle problems in a timely manner as outlined in the Performance Standards in Exhibit 1.
- Ensuring that a sufficient number of shuttle brochures or other materials provided by the SLTMO are always available on-board on all LINKS vehicles.

### **B. Maintenance and Fuel, and Administration/Operations Facility**

The CONTRACTOR will be responsible for all aspects of vehicle maintenance and upkeep for four (4) regular service shuttle buses and one approved back-up shuttle, required facility features and related requirements include, but are not limited to:

- Preventative Maintenance Inspections (PMI)
- Vehicle fueling
- Vehicle cleaning (inside and outside)
- Mandatory California Highway Patrol inspections
- Exterior repairs, including painting and bodywork
- Vehicle supplies, including tires, oil and lubricants
- Retaining the temporary signage and the Mobile Digital Terminal (MDT) for the Nextbus application for use on the back-up shuttle when in service.
- SLTMO Request for Proposals – September 2018

The CONTRACTOR will be responsible for providing and maintaining a facility to adequately accommodate all operational requirements for the CITY service. The facility could be an integrated facility within San Leandro or the communities immediately bordering San Leandro. The facility location is subject to CITY approval based on easy access to the Flex Shuttle service area.

### **C. Vehicles**

- The CONTRACTOR is responsible for providing 4 new shuttle buses and one used backup vehicle.
- The buses must have the following equipment, and must meet or exceed the following requirements:
  - Four new unleaded fueled "cutaway" style buses, all with wheelchair lifts, capable of seating a minimum of 28-30 passengers.
  - Each vehicle will be 'wrapped' in accordance with the LINKS service requirements supplied by SLTMO—the wrap costs will be reimbursed by SLTMO.
  - The Nextbus GPS System owned by SLTMO (four mobile locators and four automatic passenger counting devices) shall be removed from the current provider vehicles and installed on the new vehicles. The cost of relocation and installation will be reimbursed by SLTMO.
  - The Contractor will also equip/provide each vehicle with mobile radio units and maintain a dispatch base station for operations communication.
  - Each shuttle will be equipped with an internal rack for marketing materials as specified by SLTMO and transferring bike racks from the existing vehicles.
  - The new vehicles must be capable of accepting the Nextbus equipment transferred from the existing shuttles. Costs for any required modifications to the Nextbus equipment will be reimbursed by the SLTMO.
  - There may be a period when the selected contractor provides interim vehicles before the new shuttles are available for service. Proposers are required to provide a proposed timeline and service plan for the transition period.
  - The SLTMO is currently exploring funding sources for clean air/zero emission vehicle acquisition. The selected Contractor agrees to cooperate with the SLTMO in pursuing and acquiring these types of funding for the shuttle buses. If operating costs increase or decrease based on the acquisition of clean air/zero emission vehicles the service agreement will be modified accordingly.

### **V. SAN LEANDRO TRANSPORTATION MANAGEMENT ORGANIZATION'S RESPONSIBILITIES INCLUDE, BUT ARE NOT LIMITED TO:**

- Administration
- Oversight of the operating contract
- All aspects of planning, including short and long term service changes
- Marketing
- Designing, printing and distributing brochures, marketing materials and fare media
- Completing all required governmental and regulatory documents
- Completing grant documents and funding applications
- Writing specifications related to capital purchases
- Setting goals, objectives and standards
- Revising routes (as needed)



- During the course of the contract, SLTMO reserves the right to adjust service hours, routes, schedules, service area boundaries and operating rules so as to accommodate ridership increases, decreases, or changes in the local economy. Furthermore, SLTMO has the final control and authority to determine policy, including funding levels, the scope of services the system should provide, planning requirements, and all capital purchases. SLTMO reserves the right to perform an independent audit of the shuttle operation.

## **VI. RFP AND PROJECT SCHEDULE**

The following information is supplied as a guideline rather than as a set of absolute deadlines. The SLTMO reserves the right to modify the schedule as necessary.

- |   |                        |
|---|------------------------|
| • RFP issued  | September 14, 2018     |
| • Proposals due   | October 15, 2018       |
| • Interviews conducted, references checked, potential provider selected | October 20-25          |
| • Service Agreement negotiated  | October 25-November 15 |
| • SLTMO Approval of Service Agreement                                   | December 1, 2018       |
| • Start of Service  | January 1, 2018        |

## **VII. CONTRACT PERIOD**

The initial contract term is three years beginning January 1, 2019 and ending December 31, 2022. The SLTMO reserves the right to terminate the agreement upon 180 days notice to the provider.

If, during the initial three year term, either party determines the need for a review of the service requirements, hourly rates or other modifications in service which require modification of the Service Agreement, the parties will meet to review and discuss the issues of interest and seek to reach a satisfactory resolution. This provision applies only to unusual, external and other factors beyond the control of the requesting party. Errors in the providers' proposal or other proposer errors will not constitute the basis for a modification request. If, after meeting and reviewing the request the parties do not reach a satisfactory resolution, either party may terminate the agreement 180 days from providing notice.

Two one-year options to extend the Service Agreement will be available based upon mutual agreement.

If, for any reason the SLTMO or the provider determine not to enter into an extension agreement, the terminating party shall provide 180 days notice to the other. If the 180 day notice is not 180 or more days prior to the expiration of the agreement, the services agreement will terminate 180 days from the date of receipt of notice. Notice shall be delivered to the SLTMO at the address listed in this RFP and will be delivered by certified mail.

## VIII. SUBMITTAL REQUIREMENTS

At a minimum, the CONTRACTOR shall include the following information in its proposal in a clear and concise format:

- A. **Organizational Information** Provide a statement of the firm's organizational structure, experience, history, legal status (i.e. partnership, corporation, etc.), financial solvency, list of owners and officers, and management philosophy. Particular attention to management philosophy is important because SLTMO is interested in how proposers intend to manage the staff and deliver shuttle services professionally with a limited availability workforce. Also, provide contact information for the 'key contact' for the purposes of the RFP processes (mailing address, e-mail address and telephone).
- B. **References** List three comparable contract services of similar operations the proposer has provided during the immediately preceding five (5) years, including the name of the agency, company, or entity, contact person and phone number, description of service(s) and dollar amount of contract.
- C. **Prior Performance Indicators** As appropriate, provide documentation of prior shuttle service experience including details related to startup ridership numbers, ridership improvement, on-time performance, safety record, cost containment, and productivity.
- D. **Personnel** Submit background information on and the availability of the candidate for Operations Manager. This position will be the day-to-day contact for SLTMO and cannot be changed without prior agreement. Describe the other management personnel and supervisory positions that will participate in the performance of this contract. Describe the Contractor's hiring program.
- E. **Vehicle Acquisition, Outfitting and Delivery Plan** A detailed description of the four new 28-30 passenger cutaway vehicles proposed for use by the SLTMO. Include acquisition schedule, plans for insuring the vehicles will be equipped with hydraulic handicapped lifts, wrapped, equipped with appropriate bike rack, pamphlet racks, radios and an estimated date for the equipment to be placed in service. Include acknowledgement that the Nextbus Mobile Digital Terminal (MDT) and Automatic Passenger Count equipment (APC) will be transferred from the existing vehicles to the new vehicles at the Contractor's cost.  
  
Also provide a detailed description of the shuttle back-up vehicle proposed for use and a description of the temporary signage provisions for the back-up vehicle. The back-up vehicle will be located at the Contractor's facility serving LINKS and capable of supporting the Nextbus Mobile Digital Terminal.
- F. **Scope of Services** A detailed description of the methods by which the CONTRACTOR intends to perform the work set forth in the Scope of Services.
- G. **Budget** Submit a cost estimate using the bid sheet in **Appendix A**.
- H. **Job Classifications** Submit a detailed breakdown of staffing, including job classifications.

- I. **Driver Training** Submit a description of hiring and formal training programs for drivers and other employees. Identify training personnel and their experience relevant to this contract.
- J. **Safety and Security Programs and Risk Management** Submit a description of the formal safety programs you intend to implement which will encourage safety in the operation of this system.
- K. **Performance Monitoring and Quality Control Program** Submit a list of Contractor's performance monitoring measures and program, including operations and maintenance. Describe the quality control program of the Contractor.
- L. **Plan and Schedule for Operation of System** Submit a detailed plan and schedule for the operation of the system including transition requirements, including ordering and equipping the new vehicles as described in the RFP. The Plan and Schedule must include all activities necessary to implement the described fixed route service.
- M. **Handling Operational Emergencies and Requests** Submit a description of practices used by the Contractor in handling routine emergencies. Submit a description of the Contractor's approach to responding to requests for changes in service such as service refinements associated with start-up.
- N. **Insurance Coverage** Provide a statement indicating insurance coverage by type and dollar-amount and loss history for a five (5) year period. Minimum insurance requirements are specified in Exhibit 3.
- O. **Insurance Certificate** Submit proof of ability to obtain insurance. 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 the Contractor shall be provided in the form of a letter of confirmation from the CONTRACTOR's insurance broker.

## **IX. AWARD OF AGREEMENT**

Upon completion of the review period, SLTMO 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 SLTMO. Any delay caused by CONTRACTOR'S failure to respond to direction or further inquiries from the SLTMO may lead to a rejection of the Proposal.

- A. If SLTMO decides to award the Agreement, a Non-Professional Services Agreement shall be sent to the successful CONTRACTOR for the CONTRACTOR'S signature. No proposal shall be binding upon SLTMO until after the Agreement is signed by duly authorized representatives of both the CONTRACTOR and SLTMO.
- B. SLTMO reserves the right to reject any or all proposals, and to waive any irregularity in any proposal. The award of the Agreement, if made by SLTMO, will be based upon a best value review and analysis of each proposal, and projected costs. Lowest Base Bid Hourly Rate may be a factor, but will not be the only factor, of an award.

The selection committee may request interviews with certain proposers. The City reserves the right to alter the selection process and/or project scope following the issuance of this RFP.

## **X. GENERAL CONDITIONS**

A. The SLTMO reserves the right to modify or cancel the selection process or adjust the schedule. Additionally, the SLTMO may seek clarification or additional information from proposers, including but not limited to evidence of financial status, as it deems necessary for the evaluation of responses.

B. This RFP does not commit the SLTMO to sign an agreement, award a contract, or to pay any costs incurred in the preparation of a response to this RFP.

C. All documents, conversations, correspondence, etc. between the SLTMO and CONTRACTORS are public information subject to the laws and regulations that govern the SLTMO, unless specifically identified otherwise.

D. Disadvantaged Business Enterprises (DBEs) and other small businesses, as defined in 49 CFR, Part 26, are encouraged to submit a proposal and provide the specified services. A Underutilized Disadvantaged Business Enterprise UDBE is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups:

- Black American
- Asian-Pacific American
- Native American
- Women

## **XI. SELECTION CRITERIA - REVIEW OF PROPOSALS**

After the proposals are received and opened, SLTMO will review and evaluate all proposals for responsiveness to the Request for Proposals. SLTMO may request clarifications directly from one or more CONTRACTORS. It is anticipated that this review period will take approximately ten (10) work days.

Proposals will be evaluated and scored pursuant to a best value method, which shall include review and analysis of the following:

- Management team experience;
- Driver qualifications;
- Understanding of scope of work;
- Proven ability to provide high quality service;
- Base hourly rate;
- Vehicles, and;
- Experience providing similar services.

## **XII. DELIVERY OF PROPOSALS**

CONTRACTOR shall deliver the proposal to the San Leandro Transit Management Organization before 3:00 PM on October 15, 2018 electronically to [moliver@municipalresourcegroup.com](mailto:moliver@municipalresourcegroup.com) AND deliver in person or by mail one (1) original and five (5) copies to:

SLTMO c/o  
City of San Leandro, Office of Business Development  
Community Development Department  
835 East 14th Street  
San Leandro, California, 94577

Postmarked letters/mail will not be accepted—hard copy proposals must be received by SLTMO by 3:00 p.m. on October 15, 2018-late arrivals shall be returned unopened.

## **XIII. QUALITY OF PROPOSALS**

Unnecessarily elaborate or glossy proposals are neither expected nor desired. The emphasis of the proposal should be on responding to the requirements set forth in this Request For Proposals.

## **XIV. INTERPRETATIONS OF THE REQUEST FOR PROPOSALS**

If CONTRACTOR requires clarification regarding any part of the Request For Proposals, or finds discrepancies in or omissions from the Request For Proposals, CONTRACTOR shall submit to SLTMO a written request for an interpretation or clarification prior to 5:00 PM on October 1, 2018. SLTMO shall not be responsible for any explanation or interpretations of the Request For Proposals other than by written addendum delivered to each proposer. No oral interpretations of any provision in the Request For Proposals shall be binding upon SLTMO. All requests for information or clarifications received by October 1, 2018 will be answered in writing and by e-mail by SLTMO no later than October 5, 2018.

### **ATTACHMENTS:**

- Exhibit 1 – Performance Standards & Liquidated Damages
- Exhibit 2—LINKS Shuttle Service Operating Policies
- Exhibit 3—Insurance Requirements
- Exhibit 4—Proposal Requirements
- Exhibit 5—Bid Sheet
- Exhibit 6—Services Agreement
  - Exhibit A—Scope of Service
  - Exhibit B—Compensation Schedule & Reimbursable Expense

**EXHIBIT 1**  
**PERFORMANCE STANDARDS & LIQUIDATED DAMAGES**

**Performance Standards/Vehicles**

- A. Four new vehicles, wrapped in same manner as current shuttles. The contractor will be responsible for transferring the Nextbus equipment and bicycle racks from the existing shuttles to the new provider-supplied vehicles and will be reimbursed by the SLTMO.
- B. The provider will also maintain and make available during every service day a designated back-up shuttle with signage brackets for convenient installation of portable LINKS signage. When utilized, the back-up shuttle will operate with the LINKS owned and provider retained Mobile Digital Terminal permitting the LINKS Nextbus application to function seamlessly with the LINKS riders.
- C. The Contractor will provide SLTMO notification within one hour if any vehicle is out of service for more than 30 minutes.
- D. If primary vehicle is out of service for more than 10 service days a \$100.00 per day liquidated damage charge will be applied from day 1 until the primary vehicle is returned to service, the charge will be deducted from the Contractors invoice payment.

However, if the back-up shuttle is equipped with readily identifiable (from all sides) signage utilizing approved LINKS graphics, liquidated damages will not apply for the first 10 days.

Liquidated damages of \$100.00 per day will accrue in any circumstance after 10 days of service interruption due to the back-up shuttle not providing the Automatic Passenger Count (APC) equipment essential to accurate rider counts. Lack of this equipment may affect the SLTMO's grant compliance. During the use of the back-up shuttle and on all days when the APC equipment is not operational on a regular route, the drivers will maintain accurate passenger count logs as required by the SLTMO. If the contractor provides a suitable substitute, SLTMO may, at its sole discretion waive the Liquidated Damages.

- E. The inoperable/available primary vehicle must be replaced by suitable vehicle-fully equipped with the same equipment as the primary shuttles. If the primary vehicle is out of service for 30 days or longer the Contractor Shall transfer all Nextbus and other equipment from the primary vehicle to the replacement shuttle and suitable wrap applied at the providers cost.

**Performance Standards/Customer Service & Driver Performance**

- A. The Contractor will provide SLTMO notification within one hour if any vehicle is out of service for more than 30 minutes.
- B. If the shuttle service is inoperable for more than 30 minutes due to the lack of a qualified driver the Contractor will provide SLTMO notification at that time. If the service interruption exceeds two hours, Liquidated Damages of \$100.00 per hour will accrue for the period the shuttle is out of service that day.

- C. Contractor will monitor driver log-ins/log-outs to insure Nextbus systems are operational. The Contractor shall exercise all due diligence to insure the Nextbus equipment is appropriately operated and protected from damage. Repair of any damage caused by the Contractor will be at the Contractor's cost.
- D. If a driver repeatedly fails to meet service standards outlined in the Operating Policies below, Contractor will remove the driver at SLTMO'S direction.
- E. All driver performance standards currently in effect as part of the Contractor's operating policies will also apply at all times.

## **EXHIBIT 2 LINKS SHUTTLE SERVICE OPERATING POLICIES**

**Operating Policies will be periodically updated to meet operational needs**

### **Supervisor Responsibilities**

A. Notify SLTMO within one hour whenever:

- Driver calls in sick
- Bus is replaced due to maintenance or breakdown
- Service is running behind schedule
- A rider incident or accident occurs
- Other issues that impact the service

B. Respond to complaints as soon as possible but within 24 hours. Indicate that the complaint has been received. Follow-up with SLTMO once the complaint has been investigated.

### **Driver Responsibilities**

A. LINKS drivers are expected to follow all Contractor Transportation procedures. The following policies and procedures are in addition to the Contractor's existing procedures and are specific to the LINKS Shuttle service:

- Be friendly, greet all customers with a smile and courteous greeting such as hello, have a good day, etc.
- Notify supervisor immediately if the service is running behind schedule, there is a rider incident, accident or other issue that impacts the service.
- Do not leave BART before the scheduled stop time.
- If no one is waiting at a stop (not at BART) the driver can drive by without stopping, but watch for passengers that might be walking toward the stop. When in doubt stop.
- No radio or music when there are passengers on board.
- No cell phone use at any time unless calling the supervisor or on a lunch break.

### **Links Shuttle Policies**

#### *Free Service*

LINKS is free to all riders.

#### *Rider Age Limit*

LINKS riders must be 18 years or older unless accompanied by an adult. Exceptions may be made for youth employment and training programs. Under age riders participating in a training program will be issued a pass which they will show to the driver. The supervisor will be notified when a pass is issued.

#### *Holiday Schedule*

LINKS does not operate on the following holidays: Fourth of July, Thanksgiving Day, Christmas Day and New Year's Day. If the holiday falls on Saturday, LINKS does not operate on the Friday before. If the holiday falls on Sunday, Links does not operate the Monday after. The shuttle follows the normal operating schedule on Christmas Eve and New Year's Eve.



*Packages & Luggage*

Riders may bring packages and luggage on LINKS as long as they can be safely stowed and secured.

*One Loop Policy*

Riders are expected to use the service for transportation to a designated stop. If a rider is observed staying on the bus for more than one loop and the driver has concerns that the rider does not plan to exit the bus, the driver will notify the rider and request they disembark at the next stop. If the rider fails to disembark at the designated stop, the driver will notify their supervisor who will provide appropriate support to assist in addressing the situation. Drivers are expected to use good judgement and not report riders unless the driver has safety concerns.

### **EXHIBIT 3 INSURANCE REQUIREMENTS**

I. INSURANCE REQUIREMENTS. Contractor shall procure and maintain for the duration of the contract "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. Insurance Services Office form number GL 0002 (Ed. 1/73) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001.)
2. Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability, code 1 "any auto" and endorsement CA 0025.
3. Workers' Compensation Insurance as required by the Labor Code of the State of California and Employers Liability Insurance.

B. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1. General Liability: \$5,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$5,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials and employees; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages.

The City, its officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of the protection afforded to the City, its officers, officials, employees or volunteers.

- a. The Contractor's insurance coverage shall be primary insurance with respect to the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
    - b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
    - c. The Contractor'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.
  - 2. Workers' Compensation and Employers Liability Coverage.
    - a. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the City.
  - 3. Professional Liability.
    - a. Contractor shall carry professional liability insurance in an amount deemed by the City to adequately protect the Contractor against liability caused by negligent acts, errors or omissions on the part of the Contractor in the course of performance of the services specified in this Agreement.
  - 4. All Coverages.
    - a. 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.
- E. Acceptability of Insurers. Insurance is to be placed with insurers with a Bests' rating of no less than A:VII.
- F. Verification of Coverage. Contractor shall furnish City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.
- G. Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- H. The Risk Manager of City may approve a variation in those insurance requirements upon a determination that the coverages, scope, limits and forms of such insurance are either not commercially available or that the City's interests are otherwise fully protected.

**EXHIBIT 4  
PROPOSAL REQUIREMENTS**

**Organizational & Contact Information to be included in Proposal:**

Organization

Business Address

City/State/Zip

Mailing Address

Project Contact Name & Title

Contact Phone

Contact Fax

Contact E-mail

**Proposal Checklist—The following information must be included in Proposal:**

1. \_\_\_ *Organizational Information*
2. \_\_\_ *References*
3. \_\_\_ *Prior Performance Indicators*
4. \_\_\_ *Personnel*
5. \_\_\_ *Vehicle Acquisition, Outfitting and Delivery Plan*
6. \_\_\_ *Scope of Services*
7. \_\_\_ *Budget*
8. \_\_\_ *Job Classifications*
9. \_\_\_ *Driver Training*
10. \_\_\_ *Safety and Security Programs and Risk Management*
11. \_\_\_ *Performance Monitoring and Quality Control Program*
12. \_\_\_ *Plan and Schedule for Operation of System.*
13. \_\_\_ *Handling Operational Emergencies and Requests*
14. \_\_\_ *Insurance Coverage*
15. \_\_\_ *Insurance Certificate*

**Signature of Authorized Representative:**

\_\_\_\_\_

**Name and Title**

\_\_\_\_\_

**Date**

\_\_\_\_\_

**Telephone Number**

\_\_\_\_\_

**E-mail**

**EXHIBIT 5  
 BID SHEET**

Proposing Firm \_\_\_\_\_ Date \_\_\_\_\_, 2010

Prepared by: \_\_\_\_\_

I/we agree to provide and maintain vehicles and to provide day to day operations for the San Leandro LINKS, an employee commuter shuttle service. The service will operate on weekdays from 5:45 AM to 9:45 AM and again from 3:00 PM to 7:00 PM. The departures from BART will be offset by 20 minutes, thus providing a net 20 minute frequency along the loop route. The costs to be charged for the service are detailed in the table below.

The Base Bid for four vehicles is included in the Proposed Rates below as an hourly rate with a not-to-exceed amount for the calendar year (columns one and two). The Base Bid includes the back-up vehicle equipped as described in the RFP.

The hourly rate is calculated based on vehicle service hours (VSH). VSH begins with the start of scheduled service and ends with the end of scheduled service per the fixed route schedules. VSH excludes deadhead to/from yard and start of scheduled service.

One additional vehicle must be available to serve as a back-up bus for an inoperable vehicle. It must be capable of being equipped with temporary signage as described in Exhibit I Section C. The costs for the back-up vehicle must be included in the hourly rate. As well as identified separately.

The contract is for a period starting January 1, 2019 and ending December 31, 2022 with two one-year options to extend based upon mutual agreement.

**PROPOSED RATES**

	Base Bid Hourly Rate	Base Bid Annual Not to Exceed
2019	\$_____/hr	\$_____/yr
2020	\$_____/hr	\$_____/yr
2021	\$_____/hr	\$_____/yr
2022	\$_____/hr	\$_____/yr
2023	\$_____/hr	\$_____/yr
2024	\$_____/hr	\$_____/yr

Submitted by: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT 6  
SERVICES AGREEMENT**

**SERVICES AGREEMENT BETWEEN  
SAN LEANDRO TRANSPORTATION MANAGEMENT ORGANIZATION AND  
[NAME OF CONTRACTOR]  
FOR  
LINKS SHUTTLE SERVICE**

THIS AGREEMENT for \_\_\_\_\_ services is made by and between the San Leandro Transportation Management Organization (“SLTMO”) and \_\_\_\_\_ (“Contractor”) (together sometimes referred to as the “Parties”) as of \_\_\_\_\_, 20\_\_ (the “Effective Date”).

**Section 1. SERVICES.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to SLTMO the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on \_\_\_\_\_, the date of completion specified in Exhibit A, and Contractor shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Contractor to complete the services required by this Agreement shall not affect the City’s right to terminate the Agreement, as referenced in Section 8.
- 1.2 **Standard of Performance.** Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards described in the Contractor’s Proposal, the requirements contained in the SLTMO RFP (unless explicitly modified) and the attached Scope of Work.
- 1.3 **Assignment of Personnel.** Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that SLTMO, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Contractor shall, immediately upon receiving notice from SLTMO of such desire of SLTMO, reassign such person or persons.
- 1.4 **Time.** Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Subsection 1.2 above and to satisfy Contractor’s obligations hereunder.

**Section 2. COMPENSATION.** SLTMO hereby agrees to pay Contractor for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Contractor's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. SLTMO shall pay Contractor for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from SLTMO to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all invoices to SLTMO in the manner specified herein.

Contractor and SLTMO acknowledge and agree that compensation paid by SLTMO to Contractor under this Agreement is based upon Contractor's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Contractor. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Contractor and its employees, agents, and subcontractors may be eligible. SLTMO therefore has no responsibility for such contributions beyond compensation required under this Agreement.

**2.1 Invoices.** Contractor shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of monthly bills;
- The beginning and ending dates of the billing period;
- The total number of hours of work performed under the Agreement by each employee of Contractor performing services hereunder by date and hours worked including start and end times and hours billed;
- The Contractor's authorized signature.

**2.2 Monthly Payment.** SLTMO shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. SLTMO shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Contractor.

**2.3 Total Payment.** SLTMO shall pay for the services to be rendered by Contractor pursuant to this Agreement. SLTMO shall not pay any additional sum for any expense or cost whatsoever incurred by Contractor in rendering services pursuant to this Agreement. SLTMO shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Contractor submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

- 2.5 **Hourly Fees.** Fees for work performed by Contractor on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit B.
- 2.6 **Reimbursable Expenses.** Reimbursable expenses are specified in Exhibit B. Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses such as signage, displays, equipment relocation/installation will be mutually agreed upon in advance.
- 2.7 **Payment of Taxes.** Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.8 **Payment upon Termination.** In the event that the SLTMO or Contractor terminates this Agreement pursuant to Section 8, the SLTMO shall compensate the Contractor for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Contractor shall maintain adequate logs and timesheets to verify costs incurred to that date.
- 2.9 **Authorization to Perform Services.** The Contractor is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.
- 2.10 **Liquidated Damages.** Failure of Contractor to respond to problems referred to it by SLTMO within the time limits established in Subsection 1.2 of this Agreement shall result in liquidated damages as set forth in Exhibit A.

**Section 3. FACILITIES AND EQUIPMENT.** Except as set forth herein, Contractor shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. SLTMO shall make available to Contractor only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein. Contractor shall make a written request to SLTMO to use facilities or equipment not otherwise listed herein.

- 3.1 **Safety Requirements.** In accordance with generally accepted construction practices and state law, Contractor shall be solely and completely responsible for conditions on the jobsite, including safety of all persons and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours.

Contractor shall take all necessary precautions and provide all necessary safeguards to prevent personal injury and property damage. Contractor shall provide protection for all persons including, but not limited to, its employees and employees of its subcontractors; members of the public; and employees, agents, and representatives of the SLTMO and regulatory agencies that may be on or about the work.

**Section 4. INSURANCE REQUIREMENTS.** Before fully executing this Agreement, Contractor, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor and its agents, representatives,



employees, and subcontractors. Consistent with the following provisions, Contractor shall provide proof satisfactory to SLTMO of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work. Contractor shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Contractor's bid. VERIFICATION OF THE REQUIRED INSURANCE SHALL BE SUBMITTED AND MADE PART OF THIS AGREEMENT PRIOR TO EXECUTION. Contractor shall maintain all required insurance listed herein for the duration of this Agreement.

#### **4.1 Workers' Compensation.**

**4.1.1 General Requirements.** Contractor shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than **\$1,000,000** per accident. In the alternative, Contractor may rely on a self-insurance program to meet these requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of the Contract Administrator.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the SLTMO for all work performed by the Contractor, its employees, agents, and subcontractors.

**4.1.2 Submittal Requirements.** To comply with Subsection 4.1, Contractor shall submit the following:

- a. Certificate of Workers' Compensation Insurance in the amounts specified in the section; and
- b. Waiver of Subrogation Endorsement as required by the section.

#### **4.2 Commercial General and Automobile Liability Insurance.**

**4.2.1 General Requirements.** Contractor, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than **\$5,000,000** and automobile liability insurance for the term of this Agreement in an amount not less than **\$5,000,000** per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this

Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

**4.2.2 Minimum Scope of Coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an “occurrence” basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001, Code 1 (any auto). No endorsement shall be attached limiting the coverage.

**4.2.3 Additional Requirements.** Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. SLTMO, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Contractor.
- c. Contractor hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Contractor agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.
- d. For any claims related to this Agreement or the work hereunder, the Contractor’s insurance coverage shall be primary insurance as respects SLTMO, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the SLTMO, its officers, officials, employees, or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.

**4.2.4 Submittal Requirements.** To comply with Subsection 4.2, Contractor shall submit the following:

- a. Certificate of Liability Insurance in the amounts specified in the section;
- b. Additional Insured Endorsement as required by the section;
- c. Waiver of Subrogation Endorsement as required by the section; and
- d. Primary Insurance Endorsement as required by the section.

### 4.3 **All Policies Requirements.**

- 4.3.1 **Acceptability of Insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.
- 4.3.2 **Verification of Coverage.** Prior to beginning any work under this Agreement, Contractor shall furnish SLTMO with complete copies of all Certificates of Liability Insurance delivered to Contractor by the insurer, including complete copies of all endorsements attached to the policies. All copies of Certificates of Liability Insurance and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the SLTMO does not receive the required insurance documents prior to the Contractor beginning work, it shall not waive the Contractor's obligation to provide them. The SLTMO reserves the right to require complete copies of all required insurance policies at any time.
- 4.3.3 **Deductibles and Self-Insured Retentions.** Contractor shall disclose to and obtain the written approval of SLTMO for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the SLTMO, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the SLTMO, its officers, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the SLTMO guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- 4.3.4 **Wasting Policies.** No policy required by this Section 4 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).
- 4.3.5 **Endorsement Requirements.** Each insurance policy required by Section 4 shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to SLTMO.

### 4.4 **Remedies.** In addition to any other remedies SLTMO may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, SLTMO may, at its sole option exercise any of the following remedies, which are alternatives to other remedies SLTMO may have and are not the exclusive remedy for Contractor's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Contractor to stop work under this Agreement or withhold any payment that becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

**Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.** Contractor shall indemnify, defend with counsel acceptable to SLTMO, and hold harmless SLTMO and its officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Contractor's performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of SLTMO.

The Contractor's obligation to defend and indemnify shall not be excused because of the Contractor's inability to evaluate Liability or because the Contractor evaluates Liability and determines that the Contractor is not liable to the claimant. The Contractor must respond within 30 days, to the tender of any claim for defense and indemnity by SLTMO, unless this time has been extended by SLTMO. If the Contractor fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Contractor under and by virtue of this Agreement as shall reasonably be considered necessary by SLTMO may be retained by the SLTMO until disposition has been made of the claim or suit for damages, or until the Contractor accepts or rejects the tender of defense, whichever occurs first.

**Section 6. STATUS OF CONTRACTOR.**

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of SLTMO. SLTMO shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; however, otherwise SLTMO shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by SLTMO
- 6.2 Contractor Not an Agent.** Except as SLTMO may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of SLTMO in any capacity SLTMO whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind SLTMO to any obligation whatsoever.

**Section 7. LEGAL REQUIREMENTS.**

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Contractor and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Contractor and any subcontractors shall comply with all applicable rules and regulations to which SLTMO is bound by the terms of such fiscal assistance program.

**7.4 Licenses and Permits.** Contractor represents and warrants to SLTMO that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Contractor represents and warrants to SLTMO that Contractor and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from the City of San Leandro.

**7.5 Nondiscrimination and Equal Opportunity.** Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Contractor thereby.

Contractor shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

## **Section 8. TERMINATION AND MODIFICATION.**

**8.1 Termination.** SLTMO may cancel this Agreement at any time and without cause upon 180 days written notification to Contractor.

Contractor may cancel this Agreement upon 180 days written notice to SLTMO and shall include in such notice the reasons for cancellation.

In the event of termination, Contractor shall be entitled to compensation for services performed to the effective date of termination; SLTMO, however, may condition payment of such compensation upon Contractor delivering to SLTMO materials provided to Contractor or prepared by or for Contractor or the SLTMO in connection with this Agreement.

**8.2 Extension.** SLTMO and the Contractor may mutually agree to extend the end date of this Agreement beyond that provided for in Subsection 1.1. It is anticipated that in addition to the initial 3 year term of service, two additional one year extensions may be granted based on mutual agreement. Any such extension(s) shall require a written amendment to this Agreement, as provided for herein. Contractor understands and agrees that, if SLTMO grants such an extension, SLTMO shall only obligated to provide Contractor with compensation in the amount provided for in the amended Agreement. Similarly, unless authorized by the Contract Administrator, SLTMO shall have no obligation to reimburse Contractor for any otherwise reimbursable expenses incurred during the extension period(s).

- 8.3 **Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.
- 8.4 **Assignment and Subcontracting.** SLTMO and Contractor recognize and agree that this Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to SLTMO for entering into this Agreement was and is the professional reputation and competence of Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Contractor shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.
- 8.5 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between SLTMO and Contractor shall survive the termination of this Agreement.
- 8.6 **Options upon Breach by Contractor.** If Contractor materially breaches any of the terms of this Agreement, SLTMO'S remedies shall include, but not be limited to, the following:
- 8.6.1 Immediately terminate the Agreement;
- 8.6.3 Retain a different contractor to complete the work described in Exhibit A not finished by Contractor; or
- 8.6.4 Charge Contractor the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that SLTMO would have paid Contractor pursuant to Section 2 if Contractor had completed the work.

## **Section 9. KEEPING AND STATUS OF RECORDS.**

- 9.1 **Records Created as Part of Contractor's Performance.** All reports, data or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Contractor hereby agrees to deliver those documents to the SLTMO upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the SLTMO and are not necessarily suitable for any future or other use.
- 9.2 **Contractor's Books and Records.** Contractor shall maintain any and 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 the SLTMO under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Contractor to this Agreement.

**9.3 Inspection and Audit of Records.** Any records or documents that Subsection 9.2 of this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of SLTMO. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of SLTMO for a period of 3 years after final payment under the Agreement.

**Section 10. MISCELLANEOUS PROVISIONS.**

**10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

**10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Alameda or in the United States District Court for the Northern District of California.

**10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

**10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

**10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

**10.6 Conflict of Interest.**

Contractor shall not employ any SLTMO official in the work performed pursuant to this Agreement Contractor hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the SLTMO.

**10.7 Solicitation.** Contractor agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

**10.8 Contract Administration.** This Agreement shall be administered by \_\_\_\_\_ ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

10.9 **Notices.** Any written notice to Contractor shall be sent to:

\_\_\_\_\_  
\_\_\_\_\_  
[INCLUDE EMAIL ADDRESS]\_\_\_\_\_

Any written notice to SLTMO shall be sent to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a copy to:  
SLTMO  
Community Development Department  
c/o Office of Business Development  
835 East 14<sup>th</sup> Street  
San Leandro, CA 94577

10.10 **Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A and B with added sections from the original RFP represents the entire and integrated agreement between SLTMO and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.

Exhibit A            Scope of Services  
Exhibit B            Compensation Schedule & Reimbursable Expenses

10.11 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

**SIGNATURES ON FOLLOWING PAGE**



The Parties have executed this Agreement as of the Effective Date. The persons whose signatures appear below certify that they are authorized to sign on behalf of the respective Party.

SLTMO OF SAN LEANDRO

CONTRACTOR

\_\_\_\_\_  
Daniel Walters, President Board of Directors  
SLTMO

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

**EXHIBIT A**

**SCOPE OF SERVICE  
To be Completed**

**EXHIBIT B**

**COMPENSATION SCHEDULE & REIMBURSABLE EXPENSE  
To be completed**



