



REQUEST FOR PROPOSALS
for
Shuttle Operations Services
for
San Leandro Transportation Management
Organization

DATE ISSUED: MARCH 31, 2025

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RFP Summary

PROJECT TITLE: Contractor to operate the San Leandro LINKS, a public 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.

SERVICE START: August 1, 2025

REQUESTOR: San Leandro Transportation Management Organization (SLTMO)

RFP ISSUED: March 31, 2025

DEADLINE FOR QUESTIONS/ CLARIFICATIONS: April 15, 2025 by 5:00 PM (PT)

SUBMITTAL DEADLINE: May 2, 2025 by 3:00 PM (PT)

DELIVER SUBMITTAL TO: info@sanleandrolinks.com

SLTMO CONTACT: Daniel Oliver, Executive Director
San Leandro Transportation Management Organization
(408) 258-7267 x503 or info@sanleandrolinks.com

A copy of this RFP and any updates can be found on our website at www.sanleandrolinks.com, on or after MARCH 31, 2025

I. Introduction

The San Leandro Transportation Management Organization (SLTMO) is requesting proposals from qualified Contractors to operate the San Leandro LINKS Shuttle service within the City of San Leandro, California. The San Leandro LINKS Shuttle serves as a “last mile” transit service, operating between the San Leandro Bay Area Rabbit Transit (BART) station and the West San Leandro Industrial Area.

It is the intent of the SLTMO to award a contract for three (3) years, commencing August 1, 2025 and ending June 30, 2028.

Respondents are required to 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. Based on the results of that study, the San Leandro Transportation Management Organization (SLTMO) and a Business Improvement District (BID) were formed to provide management and funding for the San Leandro LINKS Shuttle program. Since its inception, the SLTMO has contracted with transportation providers for operation of the LINKS Shuttle. The LINKS Shuttle provides free first/last mile transportation between the San Leandro BART station and the West San Leandro industrial area, serving major employers including Amazon, Walmart and Costco, as well as small employers. There are over 600 businesses and almost 15,000 employees in the LINKS service area. LINKS also provides transportation to commercial nodes including Marina Square Shopping Center and community services such as Davis Street Family Resource Center which serves 10,000 low-income people each year.

Historically, LINKS provided 200,000 rides per year with an average of 770 rides per day. Like all public transportation services, the number of rides has dropped since the COVID-19 Pandemic. In response to the reduced ridership levels and reduction in grant funding, in July 2022 the LINKS shuttle program implemented a Dual Interlaced Loop service, reducing the number of buses from four to two. Since the implementation of this new service configuration, LINKS has provided an average 90,000 per year with an average 346 rides per day. This represents a 45% pre-pandemic recovery, a trend consistent with BART’s recovery levels.

The shuttles operate mornings and afternoons with 30-minute headways. The service is currently provided utilizing two shuttles, operating on alternating North and South loops. The shuttles are branded (wrapped), ADA accessible, and equipped with bike racks and tablets utilizing the Trakk real-time tracking program.

III. RFP and Project Schedule

The SLTMO reserves the right to modify the schedule as necessary:

DESCRIPTION	ESTIMATED DATE RANGE
RFP Issued	March 31, 2025
Deadline for Questions/Clarification	April 15, 2025
Proposals Due	May 2, 2025
Review of Proposals, interviews, references checked, potential contractor selected	May 5, 2025 – May 16, 2025
Service Agreement negotiated	May 26, 2025 – June 13, 2025
Board Approval of Service Agreement	June 16, 2025 – June 27, 2025
Start Service	August 1, 2025

IV. Contract Period

The initial contract term is three (3) years, beginning August 1, 2025 and ending June 30, 2028. The SLTMO reserves the right to terminate the agreement, without cause, by providing a 180 days termination notice to the Contractor.

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 Contractors’ 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 by providing 180 days' notice.

Two one-year options to extend the Service Agreement will be available based upon mutual agreement. Contractor shall provide extension-option pricing no later than 90 days before the agreement’s termination date.

V. Submittal Requirements

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

- A. **Cover Letter:** Proposal shall include a cover letter (limited to one page) introducing Contractor and signed by a person authorized to bind the Contractor to the scope of services, cost and schedule included in this RFP and any contract subsequently awarded to said Proposer. Proposer's offer shall constitute a firm offer for 120 days from the date of submittal. Contractor's contact information, including email, shall be included. Letter shall identify by firm name and services to be provided and shall list all subconsultants included on Contractor's team. The letter should acknowledge receipt of any Addenda to this RFP.
- B. **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).
- C. **References:** List three comparable service contracts for 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.
- D. **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.
- E. **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.
- F. **Vehicle Acquisition, Outfitting and Delivery Plan:** A detailed description of the two (2) late model/low-mileage 28+ passenger cutaway vehicles proposed for use by the SLTMO. Include acquisition schedule, plans for ensuring 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 Tablet Mounting Hardware will be transferred from the existing vehicles to the Contractor-provided vehicles.

Also provide a detailed description of the shuttle used 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 shall be capable of supporting the Trakk real-time tracking tablet.

- G. **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.
- H. **Budget:** Submit a cost estimate using the bid sheet in [Exhibit 3](#).
- I. **Job Classifications:** Submit a detailed breakdown of staffing, including job classifications.
- J. **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.
- K. **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.
- L. **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.
- M. **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 Contractor-provided vehicles as described in the RFP. The Plan and Schedule must include all activities necessary to implement the described fixed route service.
- N. **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.
- O. **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 the Sample Agreement ([Exhibit 5](#))
- P. **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. By submitting a proposal, Proposer agrees to meet the insurance requirements reflected in the Sample Agreement ([Exhibit 5](#)).

- Q. **Current and Previous Legal Actions:** Provide a list of any lawsuit or litigation and the result of that action resulting from (a) any public project undertaken by Proposer or by its subcontractors where litigation is still pending or has occurred within the last three (3) years or (b) any type of project where claims or settlements were paid by the contractor or its insurers within the last five (5) years.
- R. **Proposal and Agreement Terms:** This section shall discuss any expectations or requested changes that Proposer has to the SLTMO's RFP conditions, requirements and Sample Services Agreement. If there are no exceptions noted, it is assumed the Proposer will accept all conditions and requirements identified in [Exhibit 6](#), Sample Services Agreement. Contractor shall state acceptance of all sample agreement terms or if not, clearly identify any exceptions to the agreement. For each exception noted, identify why exception was taken and supply suggested alternative language.
- S. **State Mandated Bidding Preference:** California Labor Code §1072(a) requires that each person or entity submitting a bid in response to this Request for Proposals shall declare whether or not the bidding person or entity will retain the employees of the prior contractor for the subject service area for a period of not less than ninety (90) days from the commencement of the term of the Contract. For purposes of this provision, "employee" shall have the meaning ascribed thereto in California Labor Code §1071 (d). A declaration form is included as [Exhibit 5](#), Workforce Retention Declaration Form, which shall be executed and submitted by each proposing firm as part of their submittal. In accordance with the provisions of California Labor Code §1070 et seq., the SLTMO shall provide a ten percent (10%) preference to any entity bidding on this Request for Proposal that agrees in writing to retain the employees of the current contractor pursuant to the provisions of California Labor Code §1072(a).

An entity that has agreed to retain employees pursuant to the provisions of California Labor Code §1072(a) and has been awarded the contract (the "Contractor") shall (i) make a written offer of employment to each employee to be hired which offer shall state the time within which the employee must accept the offer, which date may not be less than ten (10) days from the date of issuance, and (ii) retain employees of the prior contractor in accordance with the requirements of California Labor Code §1072(c)(2). Nothing herein shall require the Contractor to pay the same wages or offer the same benefits provided by the current contractor. If, at any time, the Contractor determines that fewer employees are required than were required under the prior contract, the Contractor shall retain qualified employees by seniority within the job classification. In determining those employees who are qualified, the Contractor may require an employee to possess any license that is required by law to operate the equipment that the employee will operate as an employee of the Contractor.

The SLTMO's incumbent contractor has furnished a list of the number of employees who are performing services under the Contract as required by applicable Labor Code sections, and the wage rates, benefits, and job classifications of those employees. The SLTMO has incorporated this information as Attachment F to this Request for Proposals. If the contract that is the subject of the Request for Proposals is awarded to an entity other than the existing contractor (assuming the existing contractor submits a bid thereon), the existing contractor shall provide the names, addresses, dates of hire, wages, benefit levels, and job classifications of employees to the successful bidder with respect to the new contract.

In addition to any other termination provisions contained in the Contract, the Contract may be terminated for a substantial breach of the foregoing provisions concerning employee retention following a public hearing held within thirty (30) days of a request of any member of the public for termination under this provision or the announcement by the SLTMO of its intention to terminate the Agreement under this provision. Should the proposed Agreement be terminated pursuant to this provision, the Contractor shall be ineligible to bid on or be awarded a service contract with the SLTMO for a period of not less than one year and not more than three years, which period shall be determined by the SLTMO in its sole and absolute discretion.

VI. 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 Transportation Services Agreement, similar to [Exhibit 6](#), 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, to remedy technical errors in the RFP process, and to waive any informality or 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.
- C. The selection committee may request interviews with certain proposers. The SLTMO reserves the right to alter the selection process and/or project scope following the issuance of this RFP.

VII. General Conditions

- A. The SLTMO reserves the right to modify or cancel the selection process or adjust the RFP 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 by proposers 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 UDBE as specified in 49 CFR and is one of the following groups:
 - a. Black American
 - b. Hispanic American
 - c. Asian-Pacific American
 - d. Native American
 - e. Subcontinent Asian American
 - f. Women

VIII. Selection Criteria – Review of Proposals

After the proposals are received, 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) working days. SLTMO reserves the right to make the selection based on its sole discretion.

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 accessories (ie. Bike racks, wheelchair lifts, etc.), and;
- Experience providing similar services.

IX. Delivery of Proposals

The submission of a proposal shall be deemed a representation and certification by the Proposer that they:

- A. Have carefully read and fully understand the information that was provided by the SLTMO to serve as the basis for submission of this proposal.
- B. Have the capability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted.
- C. Represent that all information contained in the proposal is true and correct.
- D. Did not, in any way, collude, conspire to agree, directly or indirectly with any person, firm, corporation or other Proposer in regard to the amount, terms or conditions of this proposal.
- E. Acknowledge that the SLTMO has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Proposer, and Proposer hereby grants the SLTMO permission to make these inquiries, and to provide any and all related documentation in a timely manner.

No request for modification of the proposal shall be considered after its submission on grounds that the proposer was not fully informed to any fact or condition.

Any addendum to this RFP will be posted on the San Leandro LINKS website at www.sanleandrolinks.com. All addenda shall become a part of this RFP.

All correspondence shall be submitted via email to info@sanleandrolinks.com.

The SLTMO shall not be responsible for any oral instructions, interpretations or explanations issued by the SLTMO or its representatives.

All proposals shall be delivered electronically to the San Leandro Transportation Management Organization at info@sanleandrolinks.com before 3:00 PM on May 2, 2025.

X. 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 April 15, 2025. 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 April 15, 2025 will be answered in writing and posted on the San Leandro LINKS website at www.sanleandrolinks.com. All addenda shall become a part of this RFP.

Exhibit 1

Scope of Services

A. Route & Service

Service is provided every 30 minutes, Monday through Friday from approximately 5:45 AM to 10:30 AM and again from 3:00 PM to 7:20 PM. The departures on the North and South Loops from BART occur every 30 minutes, thus providing a 30-minute frequency along the loop-route. Based on current operations the schedule requires two (2) vehicles in service throughout the operating hours.

The North and South loops 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 the South Loop is approximately 6.6 miles.

Throughout the service, each of the two shuttles alternate between the North and South Loops (dual-interlaced loops), completing a loop every 30 minutes, allowing passengers to reach more destinations without having to transfer vehicles. See the loop assignments in the [schedule](#) below. This equates to approximately 18.5 hours of service per day. **Contractors should prepare an Hourly Rate and assume a maximum of 18.5 of service per day when calculating an annual not-to-exceed amount.** One back-up bus is also required to be available in the event of a breakdown of the regularly assigned shuttle vehicle. Any costs associated with the back-up bus shall be identified in the hourly rate.

B. Holiday Schedule

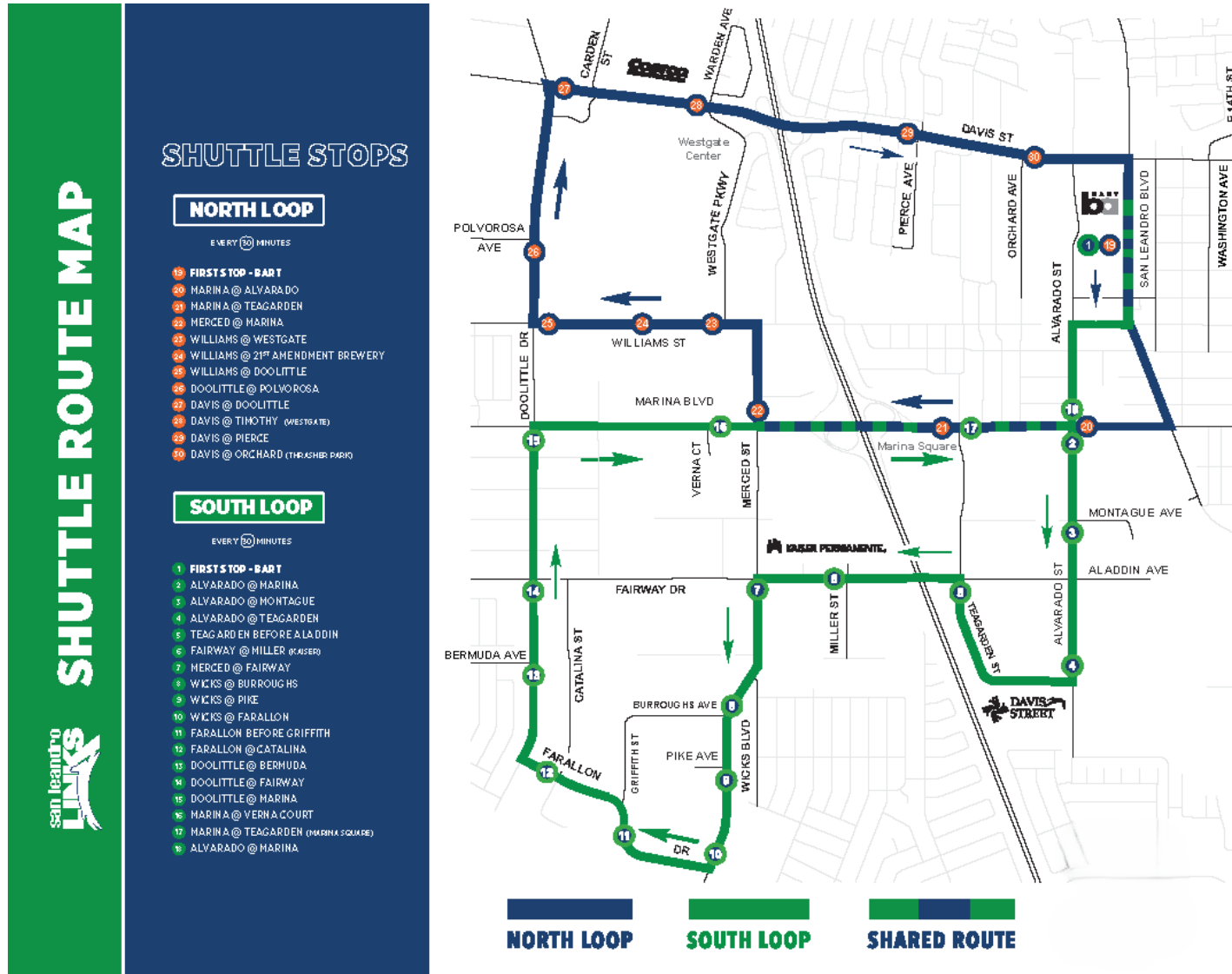
The LINKS Shuttle does not operate on the following days:

- New Year's Day
- Fourth of July (Independence Day)
- Thanksgiving Day
- 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.

C. Route Map

Detailed/Interactive route map can be found at sanleandrolinks.com.



D. Schedule

Morning Schedule

South Loop AM		Shuttle 1	Shuttle 2	Shuttle 1	Shuttle 2	Shuttle 1	Shuttle 2	Shuttle 1	Shuttle 2	Shuttle 1	Shuttle 2
Stop #	Stop Name	AM 1	AM 2	AM 3	AM 4	AM 5	AM 6	AM 7	AM 8	AM 9	AM 10
1	San Leandro BART Station	5:45 AM	6:15 AM	6:45 AM	7:15 AM	7:45 AM	8:15 AM	8:45 AM	9:15 AM	9:45 AM	10:15 AM
2	Alvarado @ Marina	5:49 AM	6:19 AM	6:49 AM	7:19 AM	7:49 AM	8:19 AM	8:49 AM	9:19 AM	9:49 AM	10:19 AM
3	Alvarado @ Montague	5:50 AM	6:20 AM	6:50 AM	7:20 AM	7:50 AM	8:20 AM	8:50 AM	9:20 AM	9:50 AM	10:20 AM
4	Alvarado @ Teagarden	5:51 AM	6:21 AM	6:51 AM	7:21 AM	7:51 AM	8:21 AM	8:51 AM	9:21 AM	9:51 AM	10:21 AM
5	Teagarden before Aladdin	5:51 AM	6:21 AM	6:51 AM	7:21 AM	7:51 AM	8:21 AM	8:51 AM	9:21 AM	9:51 AM	10:21 AM
6	Fairway @ Miller (Kaiser)	5:53 AM	6:23 AM	6:53 AM	7:23 AM	7:53 AM	8:23 AM	8:53 AM	9:23 AM	9:53 AM	10:23 AM
7	Merced @ Fairway	5:55 AM	6:25 AM	6:55 AM	7:25 AM	7:55 AM	8:25 AM	8:55 AM	9:25 AM	9:55 AM	10:25 AM
8	Wicks @ Burroughs	5:56 AM	6:26 AM	6:56 AM	7:26 AM	7:56 AM	8:26 AM	8:56 AM	9:26 AM	9:56 AM	10:26 AM
9	Wicks @ Pine	5:56 AM	6:26 AM	6:56 AM	7:26 AM	7:56 AM	8:26 AM	8:56 AM	9:26 AM	9:56 AM	10:26 AM
10	Wicks @ Farallon	5:57 AM	6:27 AM	6:57 AM	7:27 AM	7:57 AM	8:27 AM	8:57 AM	9:27 AM	9:57 AM	10:27 AM
11	Farallon before Griffith	5:58 AM	6:28 AM	6:58 AM	7:28 AM	7:58 AM	8:28 AM	8:58 AM	9:28 AM	9:58 AM	10:28 AM
12	Farallon @ Catalina	5:58 AM	6:28 AM	6:58 AM	7:28 AM	7:58 AM	8:28 AM	8:58 AM	9:28 AM	9:58 AM	10:28 AM
13	Doolittle @ Bermuda	6:00 AM	6:30 AM	7:00 AM	7:30 AM	8:00 AM	8:30 AM	9:00 AM	9:30 AM	10:00 AM	10:30 AM
14	Doolittle @ Fairway	6:01 AM	6:31 AM	7:01 AM	7:31 AM	8:01 AM	8:31 AM	9:01 AM	9:31 AM	10:01 AM	10:31 AM
15	Doolittle @ Marina	6:02 AM	6:32 AM	7:02 AM	7:32 AM	8:02 AM	8:32 AM	9:02 AM	9:32 AM	10:02 AM	10:32 AM
16	Marina @ Verna Court	6:03 AM	6:33 AM	7:03 AM	7:33 AM	8:03 AM	8:33 AM	9:03 AM	9:33 AM	10:03 AM	10:33 AM
17	Marina @ Teagarden (Marina Square)	6:07 AM	6:37 AM	7:07 AM	7:37 AM	8:07 AM	8:37 AM	9:07 AM	9:37 AM	10:07 AM	10:37 AM
18	Alvarado @ Marina	6:09 AM	6:39 AM	7:09 AM	7:39 AM	8:09 AM	8:39 AM	9:09 AM	9:39 AM	10:09 AM	10:39 AM

North Loop AM		Shuttle 2	Shuttle 1	Shuttle 2	Shuttle 1	Shuttle 2	Shuttle 1	Shuttle 2	Shuttle 1	Shuttle 2	Shuttle 1
Stop #	Stop Name	AM 1	AM 2	AM 3	AM 4	AM 5	AM 6	AM 7	AM 8	AM 9	AM 10
19	San Leandro BART Station	5:45 AM	6:15 AM	6:45 AM	7:15 AM	7:45 AM	8:15 AM	8:45 AM	9:15 AM	9:45 AM	10:15 AM
20	Marina @ Alvarado	5:48 AM	6:18 AM	6:48 AM	7:18 AM	7:48 AM	8:18 AM	8:48 AM	9:18 AM	9:48 AM	10:18 AM
21	Marina @ Teagarden	5:49 AM	6:19 AM	6:49 AM	7:19 AM	7:49 AM	8:19 AM	8:49 AM	9:19 AM	9:49 AM	10:19 AM
22	Merced @ Marina	5:52 AM	6:22 AM	6:52 AM	7:22 AM	7:52 AM	8:22 AM	8:52 AM	9:22 AM	9:52 AM	10:22 AM
23	Williams @ Westgate	5:54 AM	6:24 AM	6:54 AM	7:24 AM	7:54 AM	8:24 AM	8:54 AM	9:24 AM	9:54 AM	10:24 AM
24	Williams @ 1st Amend. Brewery	5:54 AM	6:24 AM	6:54 AM	7:24 AM	7:54 AM	8:24 AM	8:54 AM	9:24 AM	9:54 AM	10:24 AM
25	Williams @ Doolittle	5:55 AM	6:25 AM	6:55 AM	7:25 AM	7:55 AM	8:25 AM	8:55 AM	9:25 AM	9:55 AM	10:25 AM
26	Doolittle @ Polvorosa	5:56 AM	6:26 AM	6:56 AM	7:26 AM	7:56 AM	8:26 AM	8:56 AM	9:26 AM	9:56 AM	10:26 AM
27	Davis @ Doolittle	5:58 AM	6:28 AM	6:58 AM	7:28 AM	7:58 AM	8:28 AM	8:58 AM	9:28 AM	9:58 AM	10:28 AM
28	Davis @ Timothy (Westgate)	6:00 AM	6:30 AM	7:00 AM	7:30 AM	8:00 AM	8:30 AM	9:00 AM	9:30 AM	10:00 AM	10:30 AM
29	Davis @ Pierce	6:02 AM	6:32 AM	7:02 AM	7:32 AM	8:02 AM	8:32 AM	9:02 AM	9:32 AM	10:02 AM	10:32 AM
30	Davis @ Orchard (Thrasher Park)	6:04 AM	6:34 AM	7:04 AM	7:34 AM	8:04 AM	8:34 AM	9:04 AM	9:34 AM	10:04 AM	10:34 AM

Evening Schedule

South Loop PM		Shuttle 1	Shuttle 2	Shuttle 1	Shuttle 2	Shuttle 1	Shuttle 2	Shuttle 1	Shuttle 2	Shuttle 1
Stop #	Stop Name	PM 1	PM 2	PM 3	PM 4	PM 5	PM 6	PM 7	PM 8	PM 9
1	San Leandro BART Station	3:00 PM	3:30 PM	4:00 PM	4:30 PM	5:00 PM	5:30 PM	6:00 PM	6:30 PM	7:00 PM
2	Alvarado @ Marina	3:04 PM	3:34 PM	4:04 PM	4:34 PM	5:04 PM	5:34 PM	6:04 PM	6:34 PM	7:04 PM
3	Alvarado @ Montague	3:05 PM	3:35 PM	4:05 PM	4:35 PM	5:05 PM	5:35 PM	6:05 PM	6:35 PM	7:05 PM
4	Alvarado @ Teagarden	3:06 PM	3:36 PM	4:06 PM	4:36 PM	5:06 PM	5:36 PM	6:06 PM	6:36 PM	7:06 PM
5	Teagarden before Aladdin	3:06 PM	3:36 PM	4:06 PM	4:36 PM	5:06 PM	5:36 PM	6:06 PM	6:36 PM	7:06 PM
6	Fairway @ Miller (Kaiser)	3:08 PM	3:38 PM	4:08 PM	4:38 PM	5:08 PM	5:38 PM	6:08 PM	6:38 PM	7:08 PM
7	Merced @ Fairway	3:10 PM	3:40 PM	4:10 PM	4:40 PM	5:10 PM	5:40 PM	6:10 PM	6:40 PM	7:10 PM
8	Wicks @ Burroughs	3:11 PM	3:41 PM	4:11 PM	4:41 PM	5:11 PM	5:41 PM	6:11 PM	6:41 PM	7:11 PM
9	Wicks @ Pine	3:11 PM	3:41 PM	4:11 PM	4:41 PM	5:11 PM	5:41 PM	6:11 PM	6:41 PM	7:11 PM
10	Wicks @ Farallon	3:12 PM	3:42 PM	4:12 PM	4:42 PM	5:12 PM	5:42 PM	6:12 PM	6:42 PM	7:12 PM
11	Farallon before Griffith	3:13 PM	3:43 PM	4:13 PM	4:43 PM	5:13 PM	5:43 PM	6:13 PM	6:43 PM	7:13 PM
12	Farallon @ Catalina	3:13 PM	3:43 PM	4:13 PM	4:43 PM	5:13 PM	5:43 PM	6:13 PM	6:43 PM	7:13 PM
13	Doolittle @ Bermuda	3:15 PM	3:45 PM	4:15 PM	4:45 PM	5:15 PM	5:45 PM	6:15 PM	6:45 PM	7:15 PM
14	Doolittle @ Fairway	3:16 PM	3:46 PM	4:16 PM	4:46 PM	5:16 PM	5:46 PM	6:16 PM	6:46 PM	7:16 PM
15	Doolittle @ Marina	3:17 PM	3:47 PM	4:17 PM	4:47 PM	5:17 PM	5:47 PM	6:17 PM	6:47 PM	7:17 PM
16	Marina @ Verna Court	3:18 PM	3:48 PM	4:18 PM	4:48 PM	5:18 PM	5:48 PM	6:18 PM	6:48 PM	7:18 PM
17	Marina @ Teagarden (Marina Square)	3:22 PM	3:52 PM	4:22 PM	4:52 PM	5:22 PM	5:52 PM	6:22 PM	6:52 PM	7:22 PM
18	Alvarado @ Marina	3:24 PM	3:54 PM	4:24 PM	4:54 PM	5:24 PM	5:54 PM	6:24 PM	6:54 PM	7:24 PM

North Loop PM		Shuttle 2	Shuttle 1	Shuttle 2	Shuttle 1	Shuttle 2	Shuttle 1	Shuttle 2	Shuttle 1	Shuttle 2
Stop #	Stop Name	PM 1	PM 2	PM 3	PM 4	PM 5	PM 6	PM 7	PM 8	PM 9
19	San Leandro BART Station	3:00 PM	3:30 PM	4:00 PM	4:30 PM	5:00 PM	5:30 PM	6:00 PM	6:30 PM	7:00 PM
20	Marina @ Alvarado	3:03 PM	3:33 PM	4:03 PM	4:33 PM	5:03 PM	5:33 PM	6:03 PM	6:33 PM	7:03 PM
21	Marina @ Teagarden	3:04 PM	3:34 PM	4:04 PM	4:34 PM	5:04 PM	5:34 PM	6:04 PM	6:34 PM	7:04 PM
22	Merced @ Marina	3:07 PM	3:37 PM	4:07 PM	4:37 PM	5:07 PM	5:37 PM	6:07 PM	6:37 PM	7:07 PM
23	Williams @ Westgate	3:09 PM	3:39 PM	4:09 PM	4:39 PM	5:09 PM	5:39 PM	6:09 PM	6:39 PM	7:09 PM
24	Williams @ 1st Amend. Brewery	3:09 PM	3:39 PM	4:09 PM	4:39 PM	5:09 PM	5:39 PM	6:09 PM	6:39 PM	7:09 PM
25	Williams @ Doolittle	3:10 PM	3:40 PM	4:10 PM	4:40 PM	5:10 PM	5:40 PM	6:10 PM	6:40 PM	7:10 PM
26	Doolittle @ Polvorosa	3:11 PM	3:41 PM	4:11 PM	4:41 PM	5:11 PM	5:41 PM	6:11 PM	6:41 PM	7:11 PM
27	Davis @ Doolittle	3:13 PM	3:43 PM	4:13 PM	4:43 PM	5:13 PM	5:43 PM	6:13 PM	6:43 PM	7:13 PM
28	Davis @ Timothy (Westgate)	3:15 PM	3:45 PM	4:15 PM	4:45 PM	5:15 PM	5:45 PM	6:15 PM	6:45 PM	7:15 PM
29	Davis @ Pierce	3:17 PM	3:47 PM	4:17 PM	4:47 PM	5:17 PM	5:47 PM	6:17 PM	6:47 PM	7:17 PM
30	Davis @ Orchard (Thrasher Park)	3:19 PM	3:49 PM	4:19 PM	4:49 PM	5:19 PM	5:49 PM	6:19 PM	6:49 PM	7:19 PM

E. Contractor Responsibilities

Operations

- Designating Operations Manager who will oversee all aspects of shuttle service operation and serve as the Key Contact liaison with the SLTMO
- Providing bus drivers
- Training drivers to operate in accordance with [LINKS Operating Policies](#), as outlined below. The Operating Policies will periodically be updated as determined by the SLTMO.
- Providing dispatchers (if appropriate)
- Conducting vehicle inspections prior to the start of service each shift
- Ensuring accurate assignment of operators and dispatchers to work shifts
- Monitoring shuttle operations, route and schedule adherence, and providing 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
- Operations 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](#) below.
- Displaying required marketing materials and flyers within the vehicles when requested

Maintenance and Fuel, and Administration/Operations Facility

The CONTRACTOR will be responsible for all aspects of vehicle maintenance and upkeep for two (2) regular service shuttle buses and one approved back-up shuttle. Required facility functions and related requirements include, but are not limited to:

- Preventative Maintenance Inspections (PMI)
- Vehicle fueling
- Vehicle cleaning (inside and outside)
- Mandatory California Highway Patrol (CHP) inspections
- Exterior repairs, including painting and bodywork
- Vehicle supplies, including tires, oil and lubricants

- Providing and maintaining a facility to adequately accommodate all operational requirements for the LINKS service.

The CONTRACTOR will be responsible for providing and maintaining a facility to adequately accommodate all operational requirements for the LINKS service. The facility could be an integrated facility within San Leandro or the nearby communities surrounding San Leandro.

Vehicles

The CONTRACTOR is responsible for providing two (2) late model/low-mileage shuttle buses and one used backup vehicle.

- The buses must have the following equipment, and must meet or exceed the following requirements:
 - Two late model/low-mileage unleaded fueled "cutaway" style buses, all with wheelchair lifts, capable of seating a minimum of 28 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 Tablets and Mounting Hardware owned by SLTMO (three tablet mounts and 3 tablets) shall be removed from the current contractor's vehicles and installed on the Contractor-provided 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 bike racks.
 - There may be a period when the selected contractor provides interim vehicles before the proposed shuttles are available for service. Proposers are required to provide a proposed timeline and service plan for the transition period.

F. SLTMO'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. SLTMO reserves the right to perform an independent audit of the shuttle operation.

G. Performance Standards

Vehicles

- Two (2) late model/low mileage vehicles, wrapped in same manner as current shuttles. The contractor will be responsible for transferring the Trakk equipment and bicycle racks from the existing shuttles to the Contractor-supplied vehicles and will be reimbursed by the SLTMO.
- The Contractor 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 SLTMO-owned tablets permitting the LINKS Trakk application to function seamlessly for real-time, on-time performance and ridership tracking
- The Contractor will provide SLTMO notification within one hour if any vehicle is out of service for more than 30 minutes.
- If primary vehicle is out of service for more than 10 service days a \$100 per day liquidated damages charge will be applied from day 1 until the primary vehicle is returned to service. The charge will be deducted from the Contractor's 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.
- If a primary vehicle is out of service for 30 days or longer, the Contractor shall transfer all Trakk and other equipment from the primary vehicle to the replacement shuttle and suitable wrap applied at the Contractor's cost.

Customer Service & Driver Performance

- The Contractor will provide SLTMO notifications within one hour if any vehicle is out of service for more than 30 minutes.
- 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 Trakk systems are operational. The Contractor shall exercise all due diligence to insure the Trakk 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.

H. LINKS Shuttle Service Operating Policies

Operating Policies may be periodically updated by the SLTMO to meet operational needs.

Supervisor Responsibilities

- A. Notify SLTMO within one hour whenever:
 - Driver calls in sick resulting in a delay or trip cancellation
 - 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

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 (other than BART) the driver can drive by without stopping as long as departure is no more than 1 minute early. However, drivers must watch for passengers that might be walking toward the stop. When in doubt, stop.
- No radio or music is to be played when there are passengers on board.
- No cell phone use at any time unless calling the supervisor or on a lunch break, and only when the vehicle is parked.
- No use of headphones, earphones, or any other personal listening devices.

I. LINKS Shuttle Passenger 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 with SLTMO approval. 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
- 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 while maintaining safe egress in and out of the shuttle.

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 (North and South) and the driver has concerns that the rider does not plan to exit the bus, the driver will notify the rider and request they alight at the next stop. If the rider fails to alight 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 other riders unless the driver has safety concerns.

Service Animals: Riders may bring their service animals on LINKS. Pets are not allowed. Service animals are animals that are individually trained to work or perform tasks for people with disabilities, such as guiding people who are blind, alerting people who are deaf, pulling wheelchairs, alerting and protecting a person who is having a seizure, or performing other special tasks.

Exhibit 2

Proposal Requirements

Organization & Contact Information to be included in Proposal:

Organization	
Business Address	
City/State/Zip	
Mailing Address	
Project Contact Name/Title	
Contact Phone	
Contact E-mail	

Proposal Checklist – The following information must be included in Proposal:

- | | |
|---|--|
| <ul style="list-style-type: none"> <input type="checkbox"/> 1. Cover Letter <input type="checkbox"/> 2. Organizational Information <input type="checkbox"/> 3. References <input type="checkbox"/> 4. Prior Performance Indicators <input type="checkbox"/> 5. Personnel <input type="checkbox"/> 6. Vehicle Acquisition, Outfitting and Delivery Plan <input type="checkbox"/> 7. Scope of Services <input type="checkbox"/> 8. Budget <input type="checkbox"/> 9. Job Classifications <input type="checkbox"/> 10. Driver Training <input type="checkbox"/> 11. Safety and Security Programs and Risk Management | <ul style="list-style-type: none"> <input type="checkbox"/> 12. Performance Monitoring and Quality Control Program <input type="checkbox"/> 13. Plan and Schedule for Operation of System <input type="checkbox"/> 14. Handling Operational Emergencies and Requests <input type="checkbox"/> 15. Insurance Coverage <input type="checkbox"/> 16. Insurance Certificate <input type="checkbox"/> 17. Current and Previous Legal Actions <input type="checkbox"/> 18. Proposal and Agreement Terms <input type="checkbox"/> 19. State Mandated Bidding Preference |
|---|--|

Signature of Authorized Representative: _____

Name and Title Date

Telephone Number Email

Exhibit 3 Bid Sheet

Proposing Firm: _____ Date: _____
 Prepared By: _____ Title: _____

I/we agree to provide and maintain vehicles and to provide day-to-day operations for the San Leandro LINKS, a public employee commuter shuttle service. The service will operate on weekdays from 5:45 AM to 10:30 AM and again from 3:00 PM to 7:20 PM. The departures from BART will be offset by 30 minutes, thus providing a 30-minute frequency along the loop-routes. The costs to be charged for the service are detailed in the table below.

The Bid for a two (2) vehicle operation is included in the Proposed Rates below as an hourly rate with a not-to-exceed amount for the fiscal year (columns one and two). The proposed rates include the provision of a 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 (1) 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 1, Section B](#). 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 August 1, 2025 and ending June 30, 2028 with two, one-year options to extend based upon mutual agreement.

Proposed Rates

	Hourly Rate	Annual Not-to-Exceed Rate
Year 1 August 1, 2025 – June 30, 2026	\$ _____/hr	\$ _____/year
Year 2 August 1, 2026 – June 30, 2027	\$ _____/hr	\$ _____/year
Year 3 August 1, 2027 – June 30, 2028	\$ _____/hr	\$ _____/year

Submitted by:
 Signature: _____
 Name / Title: _____

Exhibit 4

Workforce Retention Declaration Form

In the performance of this Agreement, the Proposer and its subcontractors declare that they

_____ will _____ will not (please check one)

retain the employees (as defined by California Labor Code Section 1071(d)) of the prior contractor or subcontractors, except for reasonable and substantiated cause, for a period of at least 90 days.

The Contractor and subcontractors that declare they will retain such employees will be responsible for the duties and obligations provided in California Labor Code Section 1072, including making a written offer of employment to each employee to be retained, and if fewer employees are necessary under the new contract, retaining qualified employees by seniority within the job classification.

PROPOSER'S INFORMATION	
Name of the Firm	
Contact Name	
Title	
Phone	
Email	
Signature	
Date	

Placeholder for Wages and Benefits

Exhibit 5

Sample Transportation Services Agreement

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

THIS AGREEMENT for LINKS Shuttle services is made by and between the San Leandro Transportation Management Organization (“SLTMO”) and _____ (“Contractor”) (together sometimes referred to as the “Parties”) as of _____ (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 Services attached as Exhibit A at the time and place and in the manner specified therein.

- 1.1 Term of Services.** The term of this Agreement shall begin on August 1, 2025 and shall end on June 30, 2028 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 SLTMO’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 Contactor’s Proposal (attached as Exhibit B), the requirements contained in the SLTMO RFP (attached as Exhibit C) (unless explicitly modified) and the attached Scope of Work. In the event of a conflict in or inconsistency between the terms of this Agreement and the Exhibits, the Agreement shall prevail over the Exhibits, Exhibit A shall prevail over the RFP and Proposal, and the RFP shall prevail over the Proposal.
- 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. Contractor shall provide the personnel listed below to perform the above-specified services, which persons are hereby designated as key personnel under this Contract:

No person named in this section, or his or her successor, shall be removed or replaced by Contractor, nor shall his or her agreed-upon function hereunder be changed, without the prior written consent of the SLTMO.

- 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 the included sections of the Contractor's proposal, attached as Exhibit B, regarding the amount of compensation the Bid Sheet 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.

Notwithstanding anything to the contrary in this Agreement, SLTMO and Contractor agree to negotiate in good faith equitable adjustments to Contractor's compensation if Contractor's revenues decrease or operating costs increase as a result of any of the following:

- a. SLTMO requests a material change to the services to be provided by the Contractor, or the equipment, software, or tools required to be provided by Contractor;
- b. There is an increase in the city, county, state or federal minimum wage that requires Contractor to increase wages paid to Contractor's employees and/or negatively impacts Contractor's ability to recruit and retain qualified employees for the performance of this Agreement; or
- c. A local, state or federal government entity with jurisdiction over Contractor adopts any law, rule, regulation or order which has the effect of increasing Contractor's costs to deliver the services hereunder.

Contractor shall provide written notice to the City promptly after an event occurs that Contractor determines in good faith will result in reduced revenue or increased costs. If the parties are unable to agree on equitable adjustments to the rates within thirty (30) days of Contractor's written notice, either party may terminate this Agreement as set forth in Section 8 herein.

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 incurred 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 times by hours worked 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.

2.4 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.

2.5 Reimbursable Expenses. Reimbursable expenses are specified in Exhibit A. Expenses not listed in Exhibit A are not chargeable to City. Reimbursable expenses such as signage, displays, equipment relocation/installation will be mutually agreed upon in advance.

- 2.6 Payment of Taxes. Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.7 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.
- 2.8 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.
- 2.9 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 & Vehicle Maintenance 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.

Contractor will adhere to the Maintenance Plan proposed by the contractor as contained in Exhibit B.

Section 4. INSURANCE REQUIREMENTS. Contractor, at its own cost and expense, 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 the SLTMO of such insurance that it (and any subcontractor it engages) 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 price. Contractor shall not allow any subcontractor to commence work on any subcontract until Contractor has obtained all insurance required herein for the subcontractor(s) and provided evidence to SLTMO that such insurance is in effect. VERIFICATION OF THE REQUIRED INSURANCE SHALL BE SUBMITTED AT LEAST 30 DAYS PRIOR TO THE COMMENCEMENT OF WORK UNDER THIS AGREEMENT. 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 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.

As required by Section 1860 of the California Labor Code (Chapter 1000, Statutes of 1965), the Contractor shall secure the payment of Workers' Compensation to its employees in accordance with the provisions of Section 3700 of the California Labor Code and shall furnish the District with a Certificate evidencing such coverage with \$1,000,000 Employer's Liability Limit together with a verification thereon as follows:

"I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against a liability for worker' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."

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 **\$10,000,000** and automobile liability insurance for the term of this Agreement in an amount not less than **\$10,000,000** 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 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 and the City of San Leandro, their 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; or automobiles owned, leased, hired, or borrowed by 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 the SLTMO and the City of San Leandro, their officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by SLTMO or City, their officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

4.2.3 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 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. 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 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 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. Should any of the insurance required by this Section 4 be canceled or materially changed, the Contractor shall provide SLTMO at least thirty (30) days’ written notice.

4.3.6 Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.4 Submittal of Proof of Insurance Coverage. All certificates of insurance and original endorsements effecting coverage required in this Section 4 must be sent to the SLTMO at info@sanleandrolinks.com.

4.5 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 the City of San Leandro, and their respective 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 Scope of Services in Exhibit A, 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 or the City of San Leandro, 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 Contractor's employees shall not be employees 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; 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 at any time and without cause upon 180 days' written notice to SLTMO.

In the event of termination, Contractor shall be entitled to compensation for services performed to the effective date of termination.

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;
 - 8.6.2** Retain a different contractor to complete the work described in Exhibit A not finished by Contractor; or
 - 8.6.3** 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.
- 8.7** Except for the duty to make payments hereunder when due, neither party shall be liable to the other party for any losses, expenses, or damages resulting from any delay in performance or from non-performance caused by circumstances beyond

the reasonable control of the party affected, including but not limited to acts of God, fire, flood, explosion, war, terrorism, sabotage, weather, embargo, failure of carriers, shortages of utilities, action or request of governmental authority, strike or labor disputes, transportation embargo, civil riot or insurrection or judicial action. The affected party shall use reasonable commercial efforts to avoid or remove those causes of nonperformance. In the event that either party is unable to perform its obligation under this Agreement by reason of force majeure, it shall immediately give notice thereof to the other party.

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 SLTMO. 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 member of the SLTMO Board of Directors or ALTRANS TMA, Inc. 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 of ALTRANS TMA, Inc.
- 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 Michael Oliver, SLTMO Executive Director ("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:

[CONTRACTOR CONTACT INFORMATION]

With a copy to:

[CONTRACTOR LEGAL CONTACT INFORMATION]

Any written notice to SLTMO shall be sent to:

Daniel Oliver, Executive Director
5098 Foothills Blvd. Ste 3 #256
Roseville, CA 95747
408-258-7267 x503
info@sanleandrolinks.com

With a copy to:

Michael N. Conneran
Hanson Bridgett LLP
1676 N. California Blvd., Suite 620
Walnut Creek, CA 94596
mconneran@hansonbridgett.com

10.10 Integration. This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A and B 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 Excerpts from [CONTRACTOR] Transportation Proposal
- Exhibit C SLTMO Request for Proposals

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.

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.

SAN LEANDRO TRANSPORTATION
MANAGEMENT ORGANIZATION

[CONTRACTOR]

BY: _____

BY: _____

NAME: Chris Valbusa

NAME: _____

TITLE: Chair

TITLE: _____

DATE: _____

DATE: _____

EXHIBIT A
SCOPE OF SERVICES
To be Completed

EXHIBIT B
COMPENSATION SCHEDULE & REIMBURSEABLE EXPENSE
To be Completed

EXHIBIT C
SLMTO REQUEST FOR PROPOSALS
To be Completed