San Leandro Transportation Management Organization
RFP for Shuttle Operations, issued March 31, 2025

Question and Answers

Updated 4/21/25

Date Received	Page or SOW Reference	Question	Response
4/15/25	General	Please provide the last 12-months of invoices and monthly management reports for these services.	See Addendum 1
4/15/25	General	Please confirm there is no requirement for DBE participation or a Good Faith Effort for this project.	True.
4/15/25	General	Are there any issues with current service or goals that SLTMO would like to partner with the selected Contractor to address in the next contract term?	There are no issues with the current service or goals.
4/15/25	Page 6, Insurance Coverage	Providing loss history would require bidders to provide confidential information about its customers. Additionally, it could be voluminous amount of data for larger providers with many contracts. Would SLTMO please amend remove this requirement and instead only require the submission of an insurance certificate indicating the insurance coverage by type and dollar amount and statement from the Contractor's insurance broker confirming the coverage can be provided?	SLTMO agrees to remove the requirement to provide a loss history for a five (5) year period as written in **Section V.O. Insurance Coverage** of the RFP (Page 6)
4/15/25	Page 7, Current and Previous Legal Actions	This information is confidential and proprietary to each bidder. Would SLTMO please consider limiting this requirement to the disclosure of litigation that would impact the bidder's ability to perform this project?	SLTMO agrees to modify the requirements stated in **Section V.Q. Current and Previous Legal Action** of the RFP (Page 7) to limit the disclosure of litigation to those that would impact the bidder's ability to perform this project.
4/15/25	Page 8, State Mandated Bidding Preference/Page 24	This section references Attachment F; however, we cannot locate this attachment. Can you please point us to it or provide it in addenda? Additionally, to comply with Labor Code 1072, bidders will need the existing Collective Bargaining Agreement in addition to the following for bargained and non-bargained employees:	This information was mistakenly omitted from the RFP document that was issued/posted. It was intended to be included starting on Page 24, where it currently says "Placeholder for Wages and Benefits". See Addendum 2
4/15/25	Page 18, Performance Standards	Has the incumbent contractor been charged any liquidated damages for performance on this contract in the last 2 years and if so, what were the charges and the infractions?	In the last 2 years, the incumbent contractor has not been charged any liquidated damages for performance.
4/15/25	Page 24	Please confirm the intent of this placeholder. Is this for bidders to insert information or for SLTMO?	See above.

4/15/25	Page 2, RFP Summary	Please confirm the maximum file size SLTMO's email system accepts and whether SLTMO will accept proposal submissions via a Drobox link for larger files.	The maximum files size through the SLTMO's email system is 20 MB. The SLTMO will accept DropBox or other filesharing links for larger files as long as they are delivered by the due date/time.
4/15/25	Logo	Will SLTMO allow the use of its logo/images in the proposal response?	Yes
4/15/25	Bonding	Please confirm that a bid bond is not required to be submitted with the proposal and that SLTMO does not require a performance bond for this contract.	No bonds required.
4/15/25	Page 7, Section VII. General Conditions, D.	Please confirm this project has no specific DBE goal and that a good faith effort is not required.	Correct. No goal, no good faith effort required.
4/15/25	Page 7, Section O. Insurance Coverage	Providing loss run data would include confidential client information, which we cannot provide. Will SLTMO please accept the inclusion of the safety record for our reference projects as an alternative to this requirement?	SLTMO agrees to remove the requirement to provide a loss history for a five (5) year period as written in **Section V.O. Insurance Coverage** of the RFP (Page 6). Proposer may provide safety records for reference projects.
4/15/25	Page 6, Section V, Submittal Requirements, O.	Loss Runs are proprietary information. The Contractor respectfully declines this request due to FOIA. Bidder does not want its data to be used or possibly exposed in FOIA requests. The Bidder shall provide Certificate of Insurance and letter of insurability for evidence of coverage. Will SLTMO remove the requirement for loss history?	SLTMO agrees to remove the requirement to provide a loss history for a five (5) year period as written in **Section V.O. Insurance Coverage** of the RFP (Page 6)
4/15/25	Page 6, Section V, Submittal Requirements, P.	This section states: 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).	No. The proposer must meet the insurance requirement.

		Will SLTMO revise the language in this section to the following? "By submitting a proposal, Proposer agrees to meet the insurance requirements reflected in the ~~Sample Agreement (Exhibit 5).~~ in the negotiated Agreement. The contractor will meet the insurance requirements that are mutually agreed upon. "	
4/15/25	Exhibit 5, Section 4, Insurance Requirements,	This section states: 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. Will SLTMO revise to the following? "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. The Contractor shall require all subcontractors performing work under this contract to carry insurance to the types and with limits of liability appropriate and adequate for their scope of work. The Contractor will obtain and make available for inspection by SLTMO the certificates of insurance evidencing insurance coverages carried by such subcontractors."	SLTMO agrees to revise **Exhibit 5, Section 4. Insurance Requirement (Page 59)** to the following: "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 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. The Contractor shall require all subcontractors performing work under this contract to carry insurance to the types and with limits of liability appropriate and adequate for their scope of work, subject to approval by the SLTMO. The Contractor will obtain and make available for inspection by SLTMO the certificates of insurance evidencing insurance coverages carried by such subcontractors as part of this proposal." All other statements and requirements in this section remain unchanged.

4/15/25	Exhibit 5, 4.1.1, Workers Compensation	This section states: 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. Will SLTMO revise to the following? "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. Contractor will require its subcontractors to carry this coverage and waive their rights to recover against SLTMO and Contractor."	SLTMO Agrees to revise **Exhibit 5, Section 4.1.1. General Requirements** to the following: "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 by Contractor. Contractor will require its subcontractors to carry this coverage and waive their rights of subrogation against SLTMO." All other statements and requirements in this section remain unchanged.
4/15/25	Exhibit 5, 4.2.1, Commercial General and Automobile Liability Insurance	This section states: If a Commercial General Liability Insurance or an Automobile Lability 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. Will SLTMO revise to the following? "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." Please also clarify that Contractor can use Excess/Umbrella (XS/UMB) to meet the coverage limits requested.	SLTMO agrees to revise **Exhibit 5, Section 4.2.1. Commercial General and Automobile Liability Insurance** to the following: "If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, the general aggregate limit shall be at least twice the required occurrence limit." The Contractor may utilize Excess/Umbrella policies to meet the coverage limits requested.
4/15/25	Exhibit 5, Verification of Coverage, 4.3.2	This section states: 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	SLTMO agrees to revise **Exhibit 5, Section 4.3.2. Verification of Coverage** to the following, removing the requirement to provide

		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. Will SLTMO revise to the following? "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."~~ Bidder must respectfully decline this requirement due to FOIA. Bidder does not want its data to be used or possibly exposed in FOIA requests.	complete copies of all required insurance 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."
4/15/25	Exhibit 5, 4.3.3, Deductibles and Self-Insurance Retentions	This section states: 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. Will SLTMO revise to the following? "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~~	SLTMO agrees to revise **Exhibit 5, Section 4.3.3. Deductibles and Self-Insurance Retentions** to the following: "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. Should Contractor desire to increase its self-insured retention, it shall obtain the approval of the SLTMO, which shall not be unreasonably withheld."

		~~financial guarantee satisfactory SLTMO guaranteeing payment of losses and related investigations, claim administration and defense expenses~~." It is customary for large companies to maintain qualified self-insurance and large deductible insurance programs that are reviewed annually and secured by the insurance carrier.	
4/15/25	Exhibit 5, 4.3.4, Wasting Policies	This section states: No policy required by this Section 4 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense). Will SLTMO remove this requirement? Contractor may have some policies that contain "wasting" limits, though it does not apply to all policies. Removing this provision would not affect Contractor's ability to cover losses and provide sufficient coverage.	SLTMO declines to remove this requirement.
4/15/25	Exhibit 5, 4.3.6, Subcontractors	This section states: 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. Will SLTMO remove this requirement? "The Contractor shall require all subcontractors performing work under this contract to carry insurance to the types and with limits of liability appropriate and adequate for their scope of work. The Contractor will obtain and make available for inspection by the City the certificates of insurance evidencing insurance coverages carried by such subcontractors"	SLTMO agrees to revise **Exhibit 5, Section 4.3.6. Subcontractors** to the following: "The Contractor shall require all subcontractors performing work under this contract to carry insurance to the types and with limits of liability appropriate and adequate for their scope of work, subject to approval by the SLTMO. The Contractor will obtain and make available for inspection by SLTMO the certificates of insurance evidencing insurance coverages carried by such subcontractors as part of this proposal."
4/15/25	RFP Section VIII, Selection Criteria, Page 10	Please provide quantitative scoring to be used for each category	See Addendum 3
4/15/25	General	Does bidder have permission to install DriveCam and Mobileeye in revenue vehicles.	Yes

4/15/25	Exhibit 3, Bid Sheet, Page 23	Are option years to be included in proposers' Bid Sheet?	No. Option years are not to be included in the proposers' Bid sheets. These rates will be negotiated with the selected vendor during agreement negotiations or up the exercising the options.
4/15/25	General	Which party is responsible for office equipment, e.g., desktop computers and office phone lines?	All equipment and facilities required to conduct operations are to be provided by the selected contractor.
4/15/25	Page 17, Vehicles	Please confirm that SLTMO will be responsible for replacing any tablets and mounts that may reach end of life throughout the term of this contract.	Tablets and mounts will be replaced by the SLTMO when the equipment reaches end of life or as needed due to normal wear and tear. If equipment is damaged by fault of the Contractor, contractor will be responsible for replacing.
4/15/25	Page 17, Vehicles	Besides mobile radio units, please confirm there is no additional in-vehicle technology (software or hardware) the Contractor is required to provide.	No other in-vehicle technology is required to be provided by the Contractor.